

Gig Harbor City Council Meeting

**April 27, 2009
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
April 27, 2009 – 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Apr. 13, 2009.
2. Receive and File: a) Minutes of City Council / Planning Commission Joint Worksession Mar. 16, 2009; b) GHPD 1st Quarter Report; c) Civic Center Loan Payback Report; d) Finance 1st Quarter Report.
3. Public Safety Testing Agreement Renewal.
4. Liquor Licenses: a) Special Occasion – Chamber of Commerce; b) Renewals: Anthony's; Kelly's Café; Tanglewood Grill; Olympic 76 Gas and Food Mart; and Bistro Satsuma.
5. Property Disposition Services Agreement.
6. Court Collections Contract Renewal.
7. Canterwood Improvements Project – Deductive Change Order No. 3 and Project Acceptance.
8. Wetland Review Consultant Services – Second Contract Amendment.
9. Eddon Boat Hazardous Material Removal – Consultant Services Contract/PSC Environmental Services, LLC.
10. Approval of Payment of Bills for April 27, 2009: Checks #60771 through #60867 in the amount of \$928,990.54.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance – Establishing a Process for the Allocation of Limited Sewer Capacity.

STAFF REPORT:

1. New Websites.
2. Application to Amend Commercial Gross Floor Limitations in C-1 Zone.
3. Water Rights.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Shoreline Master Program Update Stakeholder Committee: Wed. Apr. 29th at 4:00 p.m.
2. Planning / Building Committee: Mon. May 4th at 5:15 p.m.
3. Council / Design Review Board Joint Worksession: Mon. May 4th at 6:00 p.m.
4. Intergovernmental Affairs Committee: Mon. May 11th at 4:30 p.m.

5. City Council Meeting May 11th - **5:30 p.m.** (*note early start time*).
6. GH North Traffic Options Committee – Wednesday, May 20th, at 9:00 a.m.
7. KLM Veteran’s Park Ribbon Cutting Ceremony: Wed. May 20th at 5:30 p.m.
8. Operations Committee: Thu. May 21st at 3:00 p.m.
9. Boards and Commission Candidate Review: Tues. May 26th at 4:30 p.m.
10. City Council Meeting *Tues. May 26th* at 6:00 p.m. DUE TO MEMORIAL DAY.

ADJOURN TO WORKSTUDY SESSIONS:

1. Height Restriction Area.
2. 2009 Budget Update.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF APRIL 13, 2009

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Malich, Payne, Kadzik and Mayor Hunter.

CALL TO ORDER: 6:01 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Mar. 23, 2009.
2. Receive and File: a) Operations Committee Meeting Minutes March 19, 2009; b) Parks Commission Minutes March 4, 2009; c) Public Benefit Rating System; d) Intergovernmental Affairs Minutes February 9, 2009.
3. Public Art Placement – “Ring in the Salmon” Bell at Donkey Creek Park.
4. Re-appointments to Building Code Advisory Board.
5. Re-appointments to the Civil Service Commission.
6. Proclamation – Earth Week / Arbor Day.
7. Resolution – Surplus Property.
8. Harbor Hill Water Tank Property – Quit Claim Deed.
9. Skansie Reservoir Repainting Project – Public Works Contract and Materials Testing Contract Authorization.
10. Hunt-Wollochet Signal Repair Project Materials Testing Authorization/Construction Testing Laboratories, Inc.
11. NetShed Documentation Services Contract.
12. RCO Grant – Austin Estuary Restoration Project.
13. Liquor Licenses: a) LLC Change – Inn at Gig Harbor; b) Assumption – Brix 25 Inc.
14. Approval of Payment of Bills for April 13, 2009: Checks #60631 through #60770 in the amount of \$737,145.83.
15. Approval of Payroll for the month of March: Checks #5394 through #5417 and direct deposits in the total amount of \$369,663.26.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Malich – unanimously approved.

OLD BUSINESS:

1. Public Hearing and First Reading of Ordinance - Harbor Hill Water Tank and Mainline Extension Latecomers Agreement. David Stubchaer, Public Works Director, presented the background information and answered questions.

Ben Pearson – 9721 Burnham Drive. Mr. Pearson, Treasurer for the Gig Harbor Sportsman’s Club, used an analogy to describe what is being done to them. He described a scenario of someone who is promised a promotion in another town and so he purchases a lot in that town. He signs a contract for \$350,000 and pays a \$50,000 deposit to a developer to build a home. When the house is completed, the developer

tells him that land prices and building costs have increased and so he wants another \$50,000 before he will release the keys to the house, in spite of the contract for the lower price. Mr. Pearson said that this is what the city is doing to the Sportsman's Club with this additional Latecomer's Agreement. He said that the idea that those who benefit from it should pay should be changed to those who caused the need should pay. He complimented Mr. Stubchaer and Engineering Staff on the modeling system and their cooperation. He said that if the booster pump remained and the water tank was gone, they would have sufficient fireflow and would be allowed a building permit. He said he doesn't understand how they benefit from the tank. He asked that Council please delete them from this ordinance.

MOTION: Move to adopt Ordinance No. 1157.
Young / Ekberg –

Councilmember Franich said that he wanted to go on the record to say that he isn't a supporter of Latecomer's Agreements, but he would reluctantly support this.

RESTATED MOTION: Move to adopt Ordinance No. 1157.
Young / Ekberg – unanimously approved.

2. Second Reading of Ordinance – Creating a Federal Drug Investigation Fund.
Chief Mike Davis presented a brief overview of this ordinance.

MOTION: Move to adopt Ordinance No. 1158 creating a Federal Drug Investigation Fund.
Ekberg / Malich – unanimously approved.

Angela Belbeck, City Attorney, explained that a second motion was necessary to adopt the Latecomer's Agreement separate from adoption of the ordinance.

MOTION: Move to adopt the Harbor Hill Latecomer's Agreement.
Payne / Conan – unanimously approved.

NEW BUSINESS: None scheduled.

STAFF REPORT:

1. Harborview Drive Road Closure Informational Update. David Stubchaer, Public Works Director, reported that the plan is to close Harborview Drive in late May for the Wastewater Treatment Plant Expansion Project adding that he would be updating Council by e-mail. He explained that the decision was made to close Harborview rather than Austin Street to allow the contractor to maneuver between the construction site and material laydown area without impeding traffic.

2. Nuisance Code. Rob Karlinsey, City Administrator, said that a draft Nuisance Code will go before the Planning / Building Committee on April 22nd. The ordinance may come to Council for adoption in May.

3. Council Workstudy Session. Mr. Karlinsey announced the Workstudy Session on the 2009 Work Plan on April 20th. He said he would be sending out a list of topics for Council to review, and asked that they reply to him with any comments.

4. Parks Appreciation Day. Mr. Karlinsey said that Michael Perrow is doing a great job of heading up the event this Saturday from 9 until 12. He added that the Parks Commission would love for Councilmembers to come and act in leadership roles. Volunteers will meet at 9:00 a.m. and refreshments will be served at noon.

Chief Davis announced that this would be the last City Council Meeting for the Gateway's City Beat Reporter, Paige Richmond, who is going to work in Seattle. Ms. Richmond thanked Council and Staff, saying everyone had been really great to work with; very open and helpful. Paige added that she hopes whoever takes over her position appreciates this.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Young gave a brief legislative update. He said the Shoreline Moratorium bill is moving forward with minor amendments and gave a brief description of the changes. He then said that the Public Works Trust Fund loan program is going away and suggested that Staff bring back a proposal to get a loan in order to lock in rates.

Councilmember Ekberg commented that in response to Mr. Karlinsey's request for ideas to address the current budget situation, perhaps Council could consider starting meetings earlier to avoid additional overtime for staff. He said that the Planning Commission and Design Review Board have both moved their meeting time up to 5:00 p.m. He asked if there interest in moving the Council Meeting to 5 or 5:30 p.m., staff could explore the savings.

Councilmembers Kadzik and Payne responded that 5:30 would work for them. Councilmember Young said that the savings would need to be significant because it's hard for people to get here. Councilmember Franich agreed it would make it harder for the public to attend.

Councilmember Malich asked for an update on the Safeway Development. He stressed the importance of addressing the traffic concerns. Rob said that there has been an official pre-application meeting and it looks like it will go through the Design Review process.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Apr 20th at 4:00 p.m.
2. City Council Worksession - 2009 Workplan: Mon. Apr 20th at 5:30 p.m.
3. Operations Committee: Thu. Apr. 16 at 3:00 p.m.
4. Parks Appreciation Day: Sat. Apr. 18th 9:00 a.m. – Noon.
5. Boards & Commission Candidate Review: Mon. Apr. 27th at 4:30 p.m.
6. Volunteer Appreciation Event: Mon. Apr. 27th at 5:00 p.m.
7. GH North Traffic Options Committee – Wednesday, May 20th, at 9:00 a.m.

ADJOURN:

MOTION: Move to adjourn at 6:34 p.m.

Payne / Franich – unanimously approved.

CD recorder utilized:

Tracks 1001 – 1017

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

**Joint Work Study Session
Gig Harbor City Council / Commission members
March 16th, 2009
Community Rooms A & B
5:15 pm**

PRESENT:

Mayor Chuck Hunter, City Administrator Rob Karlinsey
City Council members: Steve Ekberg, Paul Conan, Derek Young, Tim Payne, Jim Franich and Ken Malich. Paul Kadzik arrived at 5:30 pm.
Commission members: Harris Atkins - Chair, Joyce Ninen – Vice Chair, Michael Fisher, Dick Allen, Jim Pasin: Absent Jeane Derebey and Jill Guernsey.
Staff Present: Tom Dolan, Jennifer Kester, Pete Katich and Cindy Andrews

Call To Order:

Mayor Chuck Hunter called the meeting to order at 5:18 pm.

Planning Director Tom Dolan opened the meeting outlining the items for discussion;

- Proposed MX District (Replacement for the MUD Overlay)
- Proposed revisions to the ED & PCD-BP uses and intent
- Shoreline Master Program Update by Senior Planner Peter Katich
- Design Manual/Neighborhood Design Areas
- View Basin Sub-Area Plan
- Height Restriction Area Text Amendment

Senior Planner Jennifer Kester discussed the Commission member's recommendations for the proposed MX District and the revisions to the ED and PCD-BP uses and intent statements. Ms. Kester discussed the replacement of the MUD Overlay, the affected properties, the intent and development standards. Ms Kester announced the Commission member's March 19th public hearing on the MX proposal. Ms. Kester continued discussing the revisions to the ED & PCD-BP uses and intent statements.

Planning Commission member Harris Atkins discussed the Commission member's vision for the proposed MX District. Mr. Atkins summarized the Commission member's discussions on the amendment and the areas included in the new MX District. Council Member Jim Franich asked for clarification of the proposed areas. Ms. Kester replied the RB-2 and B-2 zoned areas south of 97th Street currently in the MUD overlay would not be rezoned to the new MX district. The current underlying zoning would remain. Mr. Atkins discussed the incentives proposed to encourage mixed use developments in the new MX District. Mr. Pasin discussed concerns with interpretation of the existing MUD zone, explaining that the new MX district will provide clarification and eliminate concerns with code interpretation. Mr. Franich asked how many citizens spoke at the public hearing. Mr. Pasin replied 7 or 8. Mr. Franich discussed his concerns regarding the new MX District, stating that he felt that mixed use developments would not fit the character proposed for the area. Council Member Derek Young asked why another RB zone had not been considered rather than the MX district. Ms. Kester explained that the MX District would allow for more retail and commercial uses and also allow for a lower density than the RB-2 zone. Ms. Kester also explained that the new zone encouraged mixed use developments through the use of incentives. Mr. Atkins added that the objective had been to

encourage mixed use developments in an effort to reduce traffic in the area. Mr. Dolan explained that there would be bonuses for providing a mix of commercial and residential development. Mr. Malich expressed concern with retail use explaining that he felt the use should be either residential use or industrial park. Mr. Dolan discussed the property owners concerns with the future development of their property. Council members continued to discuss use, the enhancement corridor and property down-zoning. Mr. Dolan confirmed the March 19th public hearing schedule.

Mr. Franich discussed permitted uses in the proposed changes to the PCD-BP zone, specifically restaurants. Mr. Atkins discussed the Commission member's decision to allow restaurant level 1 as an appropriate use in the BP, further explaining that restaurants level 2 and 3 would be considered appropriate as a conditional use. Mr. Atkins discussed the changes to the area since the development of the BP zone, requests of the property owners and the attempts by the Commission members to accommodate the changes. Mr. Franich discussed the original intent of the BP, his concerns with the proposed changes and his concern with the inclusion of stand-alone restaurants in the BP. Ms. Kester discussed the regulations necessary to allow stand-alone restaurants. Mr. Young asked what could be approvable with regards to on-site restaurants. Ms. Kester replied that on-site restaurants could be required to be an ancillary use to a business, explaining that the Council should decide if they preferred only a deli or if stand-alone restaurants were acceptable. Ms. Kester agreed to provide sample performance standards for restaurants for the Council's review at the 1st reading of ordinance. Council members and Commission members continued to discuss uses and intent statements.

Senior Planner Peter Katich provided an update of the Shoreline Master Program. Mr. Katich discussed the Shoreline Master Program Guidelines and update requirements. Mr. Katich discussed permitted uses, overwater uses, development standards for height, setbacks, landscaping, parking, public access, shoreline protection, restoration and the Urban Growth Area. Mr. Katich discussed the ESA Adolfson draft Shoreline Inventory Report and the formation of the Stakeholder's Committee. Mr. Katich discussed the recent approval of grant funding noting that the City should receive funds in April of this year. Mr. Young asked if the proposed funds would be an augmentation or reimbursement. Mr. Dolan replied possibly both, explaining that Council would not be asked for any additional funds. Mr. Franich asked if there had been any proposed changes to the existing shoreline uses. Mr. Katich replied that potentially some of the uses could change; however, the city had not reached that point yet. Mr. Malich asked if creosote pilings had been discussed. Mr. Katich responded that they had not been specifically addressed, adding that creosote pilings are a type of piling that is no longer an allowed state-wide. Mr. Franich asked if residences would be required to remove and replace their creosote pilings. Mr. Katich replied that replacement would only occur upon redevelopment.

Mr. Pasin discussed the proposed Neighborhood Design Area design standards review and the importance of moving forward for completion. Mr. Pasin acknowledged the Commission's workload, suggesting the task could be forwarded to the Design Review Board for completion. Mr. Dolan discussed staffing concerns associated with such task. City Council Member Steve Ekberg liked the idea of the Design Review Board members taking on the task and asked Mr. Dolan to follow up on the amount of staff time that would be necessary. Mr. Dolan agreed.

Mr. Atkins summarized the intent of the View Basin subarea plan, expressing his concern that the plan, due to funding cutbacks, has been put on hold indefinitely. Mr. Dolan discussed the financial costs associated with the plan. Mr. Payne suggested placing the item in the Budget for 2010.

Mr. Dolan asked City Council members if they would like to proceed with the discussion on the Height Restriction Area Criteria amendment without the city attorney present, explaining that a work-study session could be scheduled when the attorney would be available. Mr. Ekberg and Mayor Hunter agreed. Ms. Kester discussed placing the item on the next City Council agenda. City Manager Rob Karlinsey agreed to follow-up on the schedule. Mayor Hunter and Mr. Dolan thanked the City Council members and the Commission members for their time. Mr. Pasin asked if a meeting between all board members and the new City Attorney had been scheduled. Mr. Dolan believed it would happen within the next month. Mayor Hunter agreed stating that it was on the City Council work schedule.

Adjourned at 6:35 pm



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS 
SUBJECT: 2009 1st QUARTER COUNCIL REPORT
DATE: APRIL 27, 2009

We are going to transition from monthly council reports to quarterly reports after this month. If we have an issue or information that needs dissemination during the quarter we will forward it to the City Weekly Report.

As you are aware we continue to experience staffing challenges. We currently have one officer on disability leave, another on unpaid administrative leave and two officers on extended Family Medical Leave. The Lieutenant and I will be working the streets when necessary for the next two months to cover patrol shifts and ensure we have sufficient staffing levels.

The COPS Hiring Recovery Grant (CHRP) has been completed and submitted. I have asked for two (2) positions. Awards will be announced by September 30th, 2009.

The Justice Assistance Grant Recovery Grant has been submitted as well. We are eligible to receive \$11,233.00. We are proposing to use this money to upgrade our report room computers and purchase the remaining equipment and hardware to fully transition into the Sector program. This is the program that allows officers to complete and transmit infractions and collision reports electronically through the use of a scanner and printer in their patrol vehicles.

DEPARTMENTAL ACTIVITIES

- March 2009 YTD ***calls for service*** when compared to March 2008 YTD ***calls for service*** show an increase of 25 dispatched calls in 2009. Reminder: This is noteworthy when you take in consideration we had 83 fewer calls for service in January 2009 YTD. In February we saw an YTD increase of six calls for service when compared to 2008. It is apparent our demand for services is exponentially increasing.
- March 2009 YTD we had 86 more ***reports written*** by our officers than in March 2008 YTD.
- ***DUI arrests*** in March 2009 YTD were down by eight (8) compared to March 2008 YTD. Our ***traffic infractions*** are up by 63 so far this year; and our ***criminal traffic citations*** are up by six (6). Our ***traffic accidents*** in March 2009 YTD have decreased by 21 accidents when compared to March 2008 YTD. This is good news; thankfully, most of the accidents continue to be non-injury.

- 2009 YTD statistics show our **misdemeanor** arrests are up by five (5) and our **felony arrests** are down by two (2) when compared to the same period in 2008.
- Concealed Pistol License (CPL) applications are up 100% through the 1st quarter of 2009, when compared to 2008. Last year we issued 8 CPLs through the first quarter and through the 1st quarter of 2009 we have issued 16.

Category	March 2009					
	March 2008	March 2009	Change	YTD 2008	YTD 2009	Change
Calls for Service	655	674	19	1899	1924	25
General Reports	164	205	41	492	578	86
Criminal Traffic	17	17	0	89	95	6
Infractions	104	123	19	329	392	63
Criminal Citations	7	30	23	46	60	14
Warrant Arrests	6	1	-5	10	8	-2
Traffic Reports	15	11	-4	56	35	-21
DUI Arrests	5	1	-4	23	15	-8
Misdemeanor Arrests	34	33	-1	129	134	5
Felony Arrests	13	7	-6	21	19	-2

COPS (Citizens Offering Police Support): We are moving forward with expanding the responsibilities of the unit to include parking and disabled parking enforcement. We have three solid members who are gaining experience in ways to assist us in providing great service to our community. Connie Easley has taken on the role of coordinator and doing a great job.

Our CSO Lynn Mock has been laid off and will be rehired in May to a half time CSO position. This personnel action resulted from a voluntary request by Lynn to go part time. This reduction in a .5 Police FTE assisted in reducing the number of city employees who lost their jobs during our initial response to the budget crisis last year.

MARINE UNIT: It seems everyone is doing very well on the new boat and feeling confident in their abilities. Normally May is a fairly slow boating month and hopefully everyone will get more familiar with the boat before a major incident occurs. We received \$12,000 for the old marine patrol boat which will be forwarded to the general fund to offset a projected budget deficit this year. We are looking at other grant opportunities to support the marine patrol program.

Below you will find the reported traffic accidents for March. Future quarterly reports will contain quarterly totals. We are tracking the accidents in the north end roundabouts to determine the impact the new St. Anthony's Hospital has on particularly the Burnham-Borgen round about. The 1st quarter in 2008 had four (4) accidents in the Burnham roundabout and in the 1st quarter in 2009 we saw three (3). So, the conclusion at this point is the increased traffic from the hospital has not caused additional accidents.

TRAFFIC ACCIDENTS FOR MARCH 2009					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
3/1/2009	0:01	Olympic Drive	SR16		N
3/2/2009	14:29	38th Ave.	56th St.	Inv. City PD Vehicle PCSO # 090610731GH090398	N
3/3/2009	13:30	Kimball Dr.	6750	P-Lot	N
3/4/2009	14:15	Wollochet Dr	SR16		N
3/5/2009	15:44	Borgen Boulevard	Canterwood Blvd.	Roundabout	Y
3/8/2009	14:00	Harborview Dr.	4225	H&R	N
3/9/2009	13:46	Borgen Boulevard	Burnham Dr.	Roundabout	N
3/13/2009	17:15	Olympic Drive	Soundview Dr.		N
3/17/2009	15:30	36th St.NW	22nd Ave. NW	H&R	N
3/19/2009	11:30	Bujacich Rd.	9601	P-Lot	N
3/20/2009	15:04	Harborview Dr.	Stinson Ave.		N
3/21/2009	14:30	51st Ave.	Borgen Blvd.		P-Lot
3/26/2009	15:25	Judson St.	3100	H&R	N
3/27/2009	22:00	Pt. Fosdick Dr.	4649	H&R	DUI
3/29/2009	3:07	Borgen Blvd	3900		N
3/31/2009	14:12	SR16 EB Off Ramp	Olympic Dr.		Y
3/31/2009	15:19	Olympic Dr.	5500		N
3/30/2009	20:47	Olympic Dr.	SR16		N

Below are the officer response times for our Priority 1, 2 and 3 calls for the 1st Quarter of 2009. Priority 1 calls are the most serious calls and usually involve an in-progress crime. Our 2008 end of year average response time to all calls was 6.67 minutes. Our average response time to all calls for the 1st Quarter of 2009 was 6.9 minutes.

	P1	P2	P3
January	4.6	6.6	11.6
February	4.4	6.5	10.2
March	2.99	6.33	8.86
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0

October	0	0	0
November	0	0	0
December	0	0	0
Totals	11.99	19.43	30.66
YTD Response Times	4.00	6.48	10.22

2009 1st Quarter Crime Mapping Report

Year-to-date through March 2009 there were 315 incidents within Gig Harbor

Kidnap/Child Lure					
	March 2008	March 2009	Year-To-Date (through March 2008)	Year-To-Date (through March 2009)	Percent Change
Child Luring	-	1	-	1	N.C.*
Kidnapping (restrain or abduct)	-	-	-	-	-
Kidnap/Child Lure Total:	0	1	0	1	0.0%
Violent Crimes					
	March 2008	March 2009	Year-To-Date (through March 2008)	Year-To-Date (through March 2009)	Percent Change
Aggravated Assault	2	1	3	2	- 33.3%
Non Aggravated Assault	2	1	10	6	- 40.0%
Homicide	-	-	-	-	-
Robbery	-	2	-	5	N.C.*
<i>Business:</i>	-	-	-	-	-
<i>Residential:</i>	-	-	-	1	N.C.*
<i>Street:</i>	-	2	-	3	N.C.*
<i>Other Robbery:</i>	-	-	-	1	N.C.*
Violent Crimes Total:	4	4	13	13	0.0%
Property Crimes					
	March 2008	March 2009	Year-To-Date (through March 2008)	Year-To-Date (through March 2009)	Percent Change
Arson	-	-	-	-	-
<i>Residential Arson:</i>	-	-	-	-	-
<i>Non-Residential Arson:</i>	-	-	-	-	-
Motor Vehicle Theft	-	-	4	4	0.0%
Theft	20	25	59	58	- 1.7%
<i>Gas Station Runouts:</i>	2	-	2	-	-100.0%

Mail Theft:	-	-	1	1	0.0%
Shoplifting:	3	6	14	20	42.9%
Theft from Vehicle:	8	15	21	27	28.6%
Other Theft:	7	4	21	10	- 52.4%
Burglary	4	10	8	15	87.5%
Residential Burglary:	2	2	5	4	- 20.0%
Non-Residential Burglary:	2	8	3	11	266.7%
Vandalism	10	13	36	32	- 11.1%
Residential Vandalism:	9	13	32	31	- 3.1%
Non-Residential Vandalism:	1	-	4	1	- 75.0%
Property Crimes Total:	34	48	107	109	1.9%
Drug Crimes					
	March 2008	March 2009	Year-To-Date (through March 2008)	Year-To-Date (through March 2009)	Percent Change
Drug Possession (Methamphetamine)	-	-	2	1	- 50.0%
Drug Sale/Manufacture (Methamphetamine)	-	-	-	1	N.C.*
Drug Possession (Other)	9	6	21	13	- 38.1%
Drug Sale/Manufacture (Other)	1	2	1	4	300.0%
Drug Crimes Total:	10	8	24	19	- 20.8%
Warrant Arrests, Fraud, Traffic, and Other Incidents					
	March 2008	March 2009	Year-To-Date (through March 2008)	Year-To-Date (through March 2009)	Percent Change
Weapons Violations	2	2	2	4	100.0%
Warrant Arrests	5	2	14	18	28.6%
Fraud or Forgery	4	4	16	22	37.5%
Criminal Traffic	36	23	121	109	- 9.9%
Liquor Law Violations	3	4	7	8	14.3%
Telephone Harassment	1	-	1	1	0.0%
Intimidation	-	3	5	5	0.0%
Possession of Stolen Property	-	3	2	3	50.0%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	51	41	168	170	1.2%
Other Crimes					
	March 2008	March 2009	Year-To-Date (through March 2008)	Year-To-Date (through March 2009)	Percent Change

<u>All Other Crimes</u>	1	1	3	2	- 33.3%
<i>Criminal Trespass :</i>	-	-	2	1	- 50.0%
<i>Simple assaults :</i>	1	-	1	-	-100.0%
<i>Theft - Boat :</i>	-	1	-	1	N.C.*
Other Crimes Total:	1	1	3	2	- 33.3%
Grand Total					
	March 2008	March 2009	Year-To-Date (through March 2008)	Year-To-Date (through March 2009)	Percent Change
Grand Total:	100	103	315	314	- 0.3%

*N.C. = Not Calculable

As you can see the crime of theft is up-- most notably our non-residential burglaries (commercial burglaries) by 266.7%. 1st quarter in 2008 we had three (3) commercial burglaries and in the 1st quarter of 2009 we investigated eleven (11). These have mostly been smash and grab type burglaries. Drug arrests for manufacture are up as well with four (4) arrests in the 1st quarter 2009 compared to one (1) in the 1st quarter of 2008. We took down one marijuana grow operation that consisted of 24 plants.

Below are our 2009 1st quarter performance measures and workload indicators:

**2009 1st Quarter
Performance Measures**

	2008 1 st Qtr	2009 1 st Qtr	2008 Actual	2009 Estimate
% of citizens who feel safe in general according to survey	n/a	n/a	n/a	80%
UCR Violent crimes per 1000 population	n/a	n/a	2.2	1.5
UCR Property crimes per 1000 population	n/a	n/a	68.8	45
Average police emergency response time in minutes	6.84	7.31	6.67	6.8

Workload Measures

	2008 1 st Qtr	2009 1 st Qtr	2008 Actual	2009 Estimate
Number of dispatched calls for service	1863	1924	8206	8500
Number of office walk in requests for service	489	576	2311	2100
Number of cases assigned for follow-up	69	79	242	220
Number of police reports written	417	450	2088	2500

Note: UCR stats are published yearly



Subject: Civic Center Loan Payback Report

Dept. Origin: Administration

Prepared by: Rob Karlinsey

Proposed Council Action:

For Agenda of: April 27, 2009

Receive & File

Exhibits: Attached spreadsheet Initial & Date

Concurred by Mayor: [Signature] 4/22

Approved by City Administrator: [Signature]

Approved as to form by City Atty: N/A

Approved by Finance Director: [Signature] 4/22/09

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, See below

INFORMATION / BACKGROUND

In October of 2008, the City Council authorized a \$1,040,098 loan from the Civic Center Debt Reserve fund to the Parks Capital fund for the purpose of providing the cash necessary to complete the construction phase of the Eddon Boat remediation project.

As predicted at the time of the loan, external funding sources (state & federal grants and Harbor Cove Escrow) would pay for most of the cleanup, with as much as \$150,000 in non-cleanup, park development-related costs to be born by the City.

In the end it appears that with interest factored in, the external funding sources will be able to pay back all but approximately \$97,000 of the loan balance, which is better than the \$150,000-worst-case scenario that was predicted in 2008.

At its April 20 meeting, the Finance & Safety Committee discussed paying back the remaining \$97,000 over the course of several years (with interest, of course). Staff will attempt to implement this recommended payback schedule in the 2010 budget and financial forecast.

FISCAL CONSIDERATION

The recommended funding source for repaying the remaining \$97,000 is the General Fund.

BOARD OR COMMITTEE RECOMMENDATION

The Finance & Safety Committee discussed this report at its April 20, 2009 meeting. The consensus was to repay the remaining \$97,000 loan balance over several years.

RECOMMENDATION / MOTION

Receive & File Civic Center Debt Reserve Fund Loan Payback Report

Eddon Boat Environmental Cleanup
Accounting of Sources and Uses*

	Amount Received to Date (4/14/09)	Total Amount to be Received by 12/31/09
Funding Sources		
Harbor Cove Original Escrow Account	\$750,000	\$750,000
EPA Brownfield Grant	\$400,000	\$400,000
DNR Grants	\$218,000	\$218,000
DOE Remedial Action Grant	0**	\$230,902
Harbor Cove Settlement Amount	\$150,000	\$300,000
Subtotal	\$1,518,000	\$1,898,902
 Loan Proceeds from Civic Center Debt Reserve	 \$1,040,098	 \$1,040,098
 Total Funding Sources	 \$2,558,098	 \$2,939,000
	Project Amount Paid to Date (4/14/09)	Est. Total Amount to be Paid by 12/31/09
Uses		
Cost of the Eddon Boat Environmental Cleanup:	\$1,945,502	\$1,962,502
 Amount Due on Loan from Civic Center Debt Reserve:		
Principal		\$1,040,098
Interest (3.25%)		\$33,803
Subtotal Due on Loan		\$1,073,901
 Total Uses	 \$1,945,502	 \$3,036,403
 Balance (Total Uses Minus Total Sources):		 (\$97,403)

* Does not include ongoing monitoring and Institutional Control Plan Costs

** Full payment from DOE expected within next 30 days



TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: APRIL 27, 2009
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2009 are attached.

Total resources, including revenues and beginning cash balances for all funds, are 37% of the annual budget (as compared to 35% and 54% in 2007 and 2008 respectively). Beginning fund balance for all funds in the current fiscal year was \$13,072,301. Revenues, excluding beginning cash balances, are at 13% of budget. This is comparable to 19% through the end of the 1st quarter 2008. Expenditures are at 12% of budget. This compares to 12% in 2008.

General Fund 1st quarter revenues (excluding beginning balance) are at 26% of budget as compared to 21% for the same period last year. If we remove one-time, unbudgeted grant revenues in the amount of \$138,500 general fund revenues fall to 24% of budget. Sales tax receipts for the quarter are on pace at 25% of budget with construction making up 21% of taxes received this year. City utility taxes are at 29% and development fees are at 17% of budget.

General Fund expenditures are at 18% of budget. All General Fund departments are within first quarter budgeted expenditures.

Water, Sewer and Storm operating fund revenues are at 22%, 22% and 18% of budget; this compares to 1st quarter 2008 as follows: 20%, 22% and 16% respectively. Water, Sewer and Storm expenditures are at 17%, 13% and 14% through the end of the 1st quarter. For the same period in 2007 the expenditures were 18%, 19% and 14% of budget, respectively.

All funds have adequate cash on hand to meet upcoming obligations.

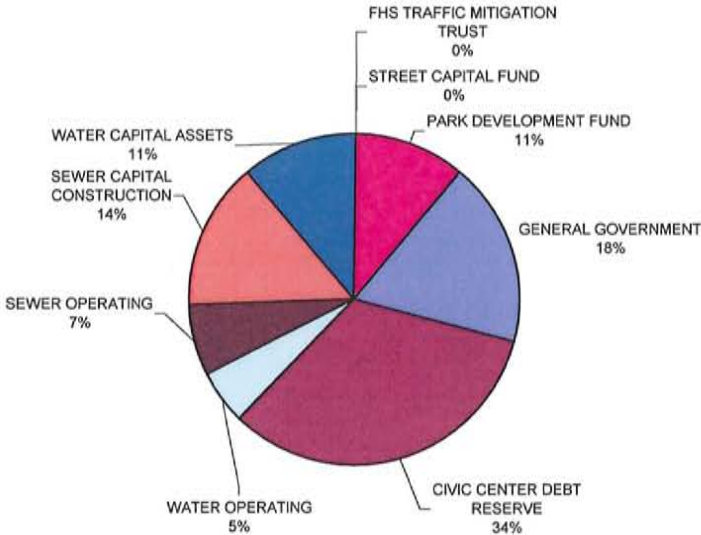
CITY OF GIG HARBOR
 CASH AND INVESTMENTS
 YEAR TO DATE ACTIVITY
 AS OF MARCH 31, 2009

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 1,550,824	\$ 2,201,984	\$ 1,652,605	\$ (514,558)	\$ 1,585,645
101	STREET FUND	355,420	109,195	304,529	(139,920)	20,165
102	STREET CAPITAL FUND	789,176	1,676,919	833,915	(1,561,714)	70,465
105	DRUG INVESTIGATION FUND	74,707	301	28,705	(348)	45,956
107	HOTEL-MOTEL FUND	190,308	51,905	49,832	(8,998)	183,382
108	PUBLIC ART CAPITAL PROJECTS	99,409	279	-	-	99,688
109	PARK DEVELOPMENT FUND	1,161,300	276,359	142,737	(347,369)	947,553
110	CIVIC CENTER DEBT RESERVE	2,882,102	8,083	-	-	2,890,184
208	LTGO BOND REDEMPTION	45,803	128	-	-	45,932
209	2000 NOTE REDEMPTION	5,350	15	-	-	5,365
210	LID NO. 99-1 GUARANTY	94,375	265	-	-	94,640
211	UTGO BOND REDEMPTION	133,933	10,019	-	-	143,953
301	PROPERTY ACQUISITION FUND	122,045	45,451	-	-	167,496
305	GENERAL GOVT CAPITAL IMPR	174,308	22,626	-	-	196,935
309	IMPACT FEE TRUST	8,492	24	-	-	8,516
401	WATER OPERATING	445,483	206,167	148,671	(43,158)	459,821
402	SEWER OPERATING	451,018	517,987	325,395	(39,736)	603,873
407	UTILITY RESERVE	188,133	528	-	-	188,661
408	UTILITY BOND REDEMPTION	736	50,028	19,683	-	31,080
410	SEWER CAPITAL CONSTRUCTION	1,985,372	4,261	297,067	(450,035)	1,242,530
411	STORM SEWER OPERATING FUND	196,792	123,279	105,234	19,274	234,111
420	WATER CAPITAL ASSETS	1,087,084	16,993	57,269	(42,598)	1,004,211
605	LIGHTHOUSE MAINTENANCE TRUST	2,088	6	-	-	2,094
607	EDDON BOATYARD TRUST	181,664	150,037	-	-	331,700
608	FHS TRAFFIC MITIGATION TRUST	838,922	19	830,000	-	8,941
631	MUNICIPAL COURT	7,457	39,093	24,935	(7,457)	14,159
		\$ 13,072,301	\$ 5,511,949	\$ 4,820,578	\$ (3,136,617)	\$ 10,627,054

COMPOSITION OF CASH AND INVESTMENTS
 AS OF MARCH 31, 2009

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 1,300
CASH IN BANK			300,762
LOCAL GOVERNMENT INVESTMENT POOL		2.3892%	10,324,992
			\$ 10,627,054

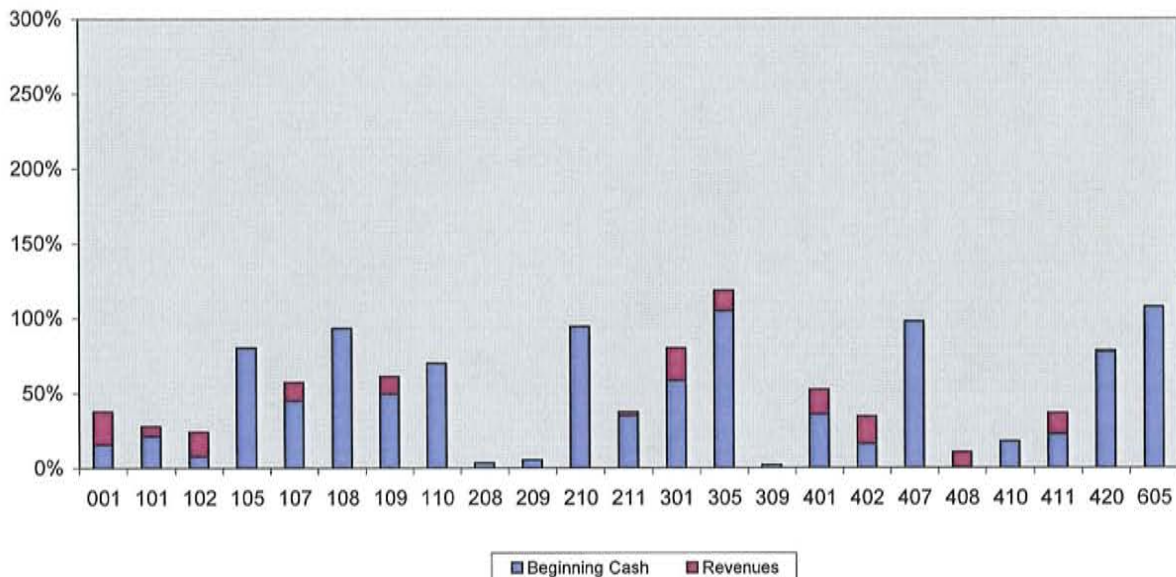
Ending Cash Balances by Fund



CITY OF GIG HARBOR
 YEAR-TO-DATE RESOURCE SUMMARY
 AND COMPARISON TO BUDGET
 AS OF MARCH 31, 2009

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,924,681	\$ 3,752,808	\$ 6,171,873	38%
101	STREET FUND	1,660,416	464,615	1,195,801	28%
102	STREET CAPITAL FUND	10,193,430	2,466,095	7,727,335	24%
105	DRUG INVESTIGATION FUND	93,295	75,009	18,286	80%
107	HOTEL-MOTEL FUND	423,715	242,213	181,502	57%
108	PUBLIC ART CAPITAL PROJECTS	106,697	99,688	7,009	93%
109	PARK DEVELOPMENT FUND	2,359,286	1,437,659	921,627	61%
110	CIVIC CENTER DEBT RESERVE	4,132,012	2,890,184	1,241,828	70%
208	LTGO BOND REDEMPTION	1,305,005	45,932	1,259,073	4%
209	2000 NOTE REDEMPTION	99,969	5,365	94,604	5%
210	LID NO. 99-1 GUARANTY	100,194	94,640	5,554	94%
211	UTGO BOND REDEMPTION	386,070	143,953	242,117	37%
301	PROPERTY ACQUISITION FUND	209,388	167,496	41,892	80%
305	GENERAL GOVT CAPITAL IMPR	166,224	196,935	(30,711)	118%
309	IMPACT FEE TRUST	454,553	8,516	446,037	2%
401	WATER OPERATING	1,248,843	651,650	597,193	52%
402	SEWER OPERATING	2,817,630	969,004	1,848,626	34%
407	UTILITY RESERVE	192,508	188,661	3,847	98%
408	UTILITY BOND REDEMPTION	486,577	50,763	435,814	10%
410	SEWER CAPITAL CONSTRUCTION	11,284,038	1,989,633	9,294,405	18%
411	STORM SEWER OPERATING FUND	876,692	320,071	556,621	37%
420	WATER CAPITAL ASSETS	1,409,149	1,104,077	305,072	78%
605	LIGHTHOUSE MAINTENANCE TRUST	1,946	2,094	(148)	108%
607	EDDON BOATYARD TRUST		331,700	(331,700)	
608	FHS TRAFFIC MITIGATION TRUST		838,941	(838,941)	
631	MUNICIPAL COURT		7,457	(7,457)	
		\$ 49,932,318	\$ 18,545,157	\$ 31,387,161	37%

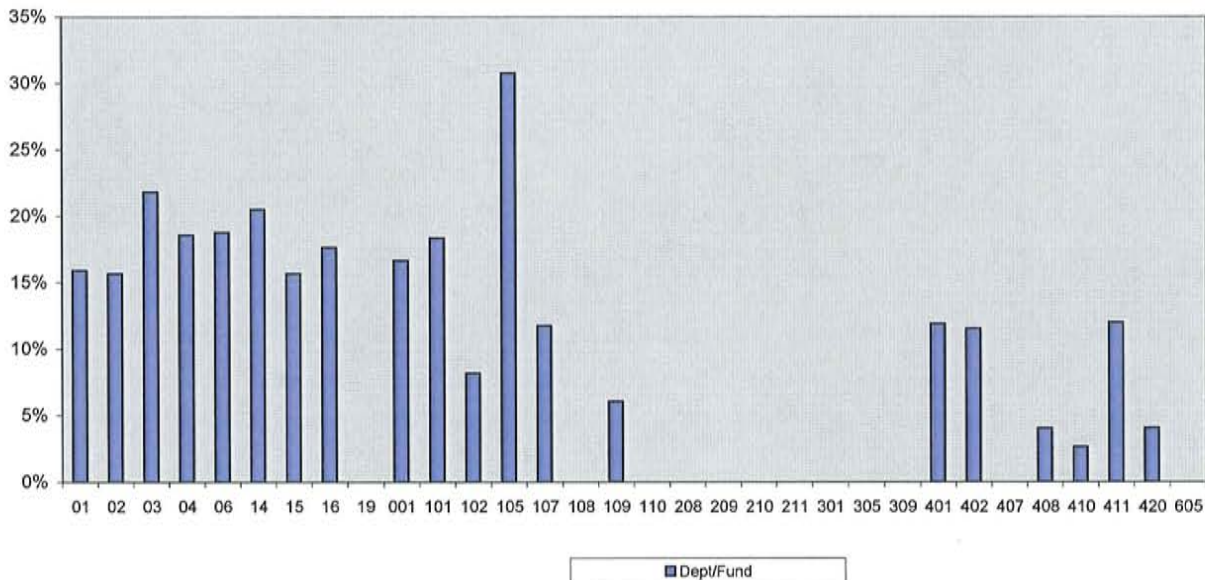
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
 YEAR-TO-DATE EXPENDITURE SUMMARY
 AND COMPARISON TO BUDGET
 FOR PERIOD ENDING MARCH 31, 2009

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 1,978,847	\$ 315,090	\$ 1,663,757	16%
02	LEGISLATIVE	30,350	4,758	25,592	16%
03	MUNICIPAL COURT	382,800	83,541	299,259	22%
04	ADMINISTRATIVE/FINANCIAL	1,298,890	241,473	1,057,417	19%
06	POLICE	2,725,842	511,936	2,213,906	19%
14	COMMUNITY DEVELOPMENT	1,591,992	326,341	1,265,651	20%
15	PARKS AND RECREATION	721,100	113,026	608,074	16%
16	BUILDING	319,750	56,440	263,310	18%
19	ENDING FUND BALANCE	875,110	-	875,110	
001	TOTAL GENERAL FUND	9,924,681	1,652,605	8,272,076	17%
101	STREET FUND	1,660,416	304,529	1,355,887	18%
102	STREET CAPITAL FUND	10,193,430	833,915	9,359,515	8%
105	DRUG INVESTIGATION FUND	93,295	28,705	64,590	31%
107	HOTEL-MOTEL FUND	423,715	49,832	373,883	12%
108	PUBLIC ART CAPITAL PROJECTS	106,697	-	106,697	
109	PARK DEVELOPMENT FUND	2,359,286	142,737	2,216,549	6%
110	CIVIC CENTER DEBT RESERVE	4,132,012	-	4,132,012	
208	LTGO BOND REDEMPTION	1,305,005	-	1,305,005	
209	2000 NOTE REDEMPTION	99,969	-	99,969	
210	LID NO. 99-1 GUARANTY	100,194	-	100,194	
211	UTGO BOND REDEMPTION	386,070	-	386,070	
301	PROPERTY ACQUISITION FUND	209,388	-	209,388	
305	GENERAL GOVT CAPITAL IMPR	166,224	-	166,224	
309	IMPACT FEE TRUST	454,553	-	454,553	
401	WATER OPERATING	1,248,843	148,671	1,100,172	12%
402	SEWER OPERATING	2,817,630	325,395	2,492,235	12%
407	UTILITY RESERVE	192,508	-	192,508	
408	UTILITY BOND REDEMPTION	486,577	19,683	466,894	4%
410	SEWER CAPITAL CONSTRUCTION	11,284,038	297,067	10,986,971	3%
411	STORM SEWER OPERATING FUND	876,692	105,234	771,458	12%
420	WATER CAPITAL ASSETS	1,409,149	57,269	1,351,880	4%
605	LIGHTHOUSE MAINTENANCE TRUST	1,946	-	1,946	
607	EDDON BOATYARD TRUST	-	-	-	
608	FHS TRAFFIC MITIGATION TRUST	-	830,000	(830,000)	
631	MUNICIPAL COURT	-	24,935	(24,935)	
		\$ 49,932,318	\$ 4,820,578	\$ 45,111,740	10%

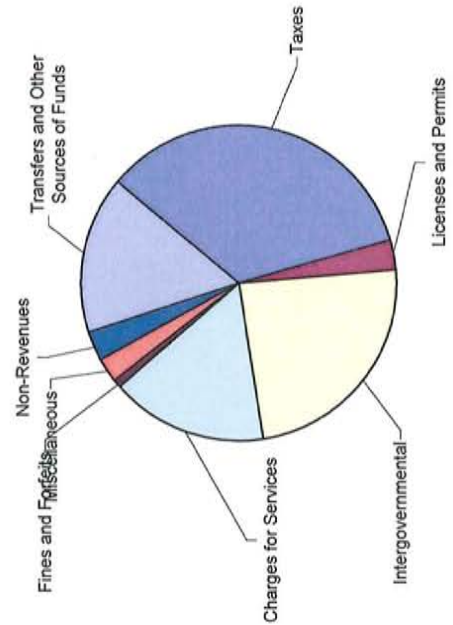
Expenditures as a Percentage of Annual Budget



CITY OF GIG HARBOR
 YEAR-TO-DATE REVENUE SUMMARY
 BY TYPE
 FOR PERIOD ENDING MARCH 31, 2009

TYPE OF REVENUE	AMOUNT
Taxes	\$ 1,883,500
Licenses and Permits	170,193
Intergovernmental	1,311,516
Charges for Services	883,477
Fines and Forfeits	38,237
Miscellaneous	137,987
Non-Revenues	170,507
Transfers and Other Sources of Funds	884,895
Total Revenues	5,480,313
Beginning Cash Balance	13,064,843
Total Resources	\$ 18,545,157

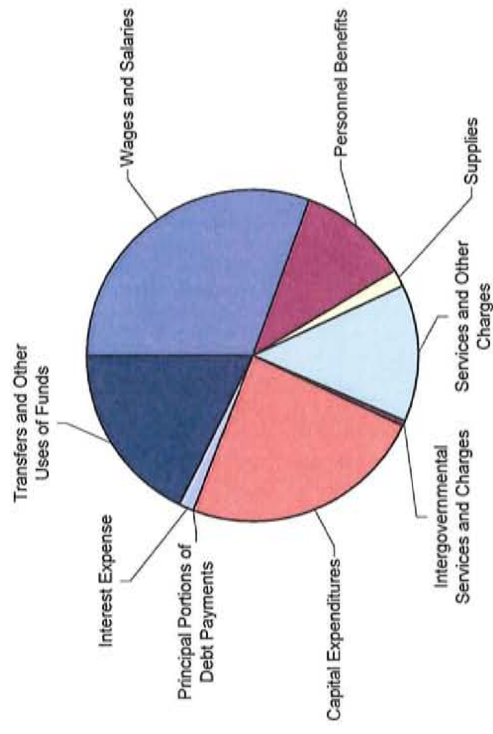
Revenues by Type - All Funds



CITY OF GIG HARBOR
 YEAR-TO-DATE EXPENDITURE SUMMARY
 BY TYPE
 FOR PERIOD ENDING MARCH 31, 2009

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	\$ 1,469,456
Personnel Benefits	520,996
Supplies	84,299
Services and Other Charges	640,238
Intergovernmental Services and Charges	25,385
Capital Expenditures	1,155,586
Principal Portions of Debt Payments	
Interest Expense	69,683
Transfers and Other Uses of Funds	854,935
Total Expenditures	4,820,578
Ending Cash Balance	10,627,054
Total Uses	\$ 15,447,632

Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF MARCH 31, 2009**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	TOTAL ALL FUND TYPES
ASSETS						
CASH	\$ 44,968	\$ 142,153	\$ 8,205	\$ 195,325	\$ 106,766	\$ 302,092
INVESTMENTS	1,540,677	4,845,081	281,684	6,667,442	3,657,520	10,324,962
RECEIVABLES	1,229,111	79,161	11,661	1,319,933	385,951	1,705,885
FIXED ASSETS	-	-	-	-	15,193,649	15,193,649
OTHER	-	-	-	-	-	-
TOTAL ASSETS	2,814,756	5,066,395	301,550	8,182,700	19,343,887	27,526,588
LIABILITIES						
CURRENT	(7,111)	129,026	-	121,916	861,099	983,014
LONG TERM	11,361	33,463	9,198	54,022	1,258,448	1,312,470
TOTAL LIABILITIES	4,251	162,489	9,198	175,938	2,119,546	2,295,484
FUND BALANCE:						
BEGINNING OF YEAR	2,261,126	4,738,264	281,924	7,281,314	17,258,418	24,539,732
Y-T-D REVENUES	2,201,984	2,380,296	10,428	4,592,707	919,242	5,511,949
Y-T-D EXPENDITURE	(1,652,605)	(2,214,654)	-	(3,867,259)	(953,319)	(4,820,578)
ENDING FUND BALANCE	2,810,505	4,903,906	292,351	8,006,762	17,224,341	25,231,104
TOTAL LIAB. & FUND BAL	2,814,756	5,066,395	301,550	8,182,700	19,343,887	27,526,588

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2009

		SPECIAL REVENUE FUNDS											
		101	102	105	107	108	109	110	301	305	309	605	
		STREET	ST CAP	DRUG	HOTEL -	PUBLIC ART	PARK DVLP	CIVIC CTR	PROPERTY	GEN GOVT	IMPACT FEE	LIGHTHOUSE	
				INVESTIGATIOI	MOTEL	PROJECTS	FUND	DEBT RSRV	ACQUISITION	CAPITAL IMP	TRUST FUND	MAINT	
001	GENERAL GOVERNMENT	44,968	1,994	2,272	5,190	2,822	26,819	81,802	4,741	5,574	241	59	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	INVESTMENTS	19,595	68,471	43,683	178,192	96,866	920,734	2,808,382	162,755	191,361	8,275	2,035	
	RECEIVABLES	1,229,111	-	-	30,705	-	-	-	-	-	-	-	
	FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	
	OTHER	-	-	-	-	-	-	-	-	-	-	-	
	TOTAL ASSETS	2,814,756	70,465	45,956	214,088	99,688	947,553	2,890,184	167,496	196,935	8,516	2,094	
LIABILITIES													
	CURRENT	(7,111)	71,377	-	-	-	49,956	-	-	-	1,711	-	
	LONG TERM	11,361	-	-	-	-	-	-	-	-	-	-	
	TOTAL LIABILITIES	4,251	71,377	-	-	-	49,956	-	-	-	1,711	-	
FUND BALANCE:													
	BEGINNING OF YEAR	2,261,126	(843,916)	74,360	212,014	99,409	763,975	2,882,102	122,045	174,308	6,781	2,088	
	Y-T-D REVENUES	2,201,984	1,676,919	301	51,905	279	276,359	8,083	45,451	22,626	24	6	
	Y-T-D EXPENDITURE	(1,652,605)	(833,915)	(28,705)	(49,832)	-	(142,737)	-	-	-	-	-	
	ENDING FUND BALANCE	2,810,505	(912)	45,956	214,088	99,688	897,597	2,890,184	167,496	196,935	6,805	2,094	
	TOTAL LIAB. & FUND BAL	2,814,756	70,465	45,956	214,088	99,688	947,553	2,890,184	167,496	196,935	8,516	2,094	

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2009**

	208	209	210	211	TOTAL
	LTGO BOND REDEMPTION *****	2000 NOTE REDEMPTION *****	LID 99-1 GUARANTY	UTGO BOND REDEMPTION*****	DEBT SERVICE
ASSETS					
CASH	\$ 1,300	\$ 152	\$ 2,679	\$ 4,074	\$ 8,205
INVESTMENTS	44,632	5,213	91,961	139,878	281,684
RECEIVABLES	-	-	-	11,661	11,661
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	45,932	5,365	94,640	155,614	301,550
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	9,198	9,198
TOTAL LIABILITIES	-	-	-	9,198	9,198
FUND BALANCE:					
BEGINNING OF YEAR	45,803	5,350	94,375	136,396	281,924
Y-T-D REVENUES	128	15	265	10,019	10,428
Y-T-D EXPENDITURE	-	-	-	-	-
ENDING FUND BALANCE	45,932	5,365	94,640	146,416	292,351
TOTAL LIAB. & FUND BAL \$	45,932 \$	5,365 \$	94,640 \$	155,614 \$	301,550

STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2009

	PROPRIETARY										TOTAL PROPRIETARY
	401	402	407	408	410	411	412	420	420	420	
	WATER OPERATING	SEWER OPERATING	UTILITY RESERVE	UTILITY BOND REDEMPTION	SEWER CAP. CONST.	STORM SEWER OPERATING	STORM SEWER CAPITAL	WATER CAP. ASSETS	WATER CAP. ASSETS	WATER CAP. ASSETS	TOTAL PROPRIETARY
ASSETS											
CASH	\$ 13,112	\$ 17,189	\$ 5,340	\$ 910	\$ 35,168	\$ 6,626	\$ -	\$ -	\$ 28,423	\$ -	\$ 106,766
INVESTMENTS	446,709	586,684	183,321	30,170	1,207,363	227,485	-	-	975,788	-	3,657,520
RECEIVABLES	114,584	217,858	-	-	-	53,510	-	-	-	-	385,951
FIXED ASSETS	3,580,182	9,556,587	-	-	1,307,327	524,714	-	-	224,840	-	15,193,649
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	4,154,587	10,378,318	188,661	31,080	2,549,857	812,334	-	-	1,229,051	-	19,343,887
LIABILITIES											
CURRENT	500	-	-	851,971	6,962	2	-	-	1,663	-	861,099
LONG TERM	51,939	63,082	-	1,096,138	-	47,289	-	-	-	-	1,258,448
TOTAL LIABILITIES	52,439	63,082	-	1,948,109	6,962	47,291	-	-	1,663	-	2,119,546
FUND BALANCE:											
BEGINNING OF YEAR	4,044,652	10,122,645	188,133	(1,947,373)	2,835,701	746,999	-	-	1,267,663	-	17,258,418
Y-T-D REVENUES	206,167	517,987	528	50,028	4,261	123,279	-	-	16,993	-	919,242
Y-T-D EXPENDITURE	(148,671)	(325,395)	-	(19,683)	(297,067)	(105,234)	-	-	(57,269)	-	(953,319)
ENDING FUND BALANCE	4,102,148	10,315,237	188,661	(1,917,029)	2,542,895	765,043	-	-	1,227,387	-	17,224,341
TOTAL LIAB. & FUND BAL \$	4,154,587	10,378,318	188,661	31,080	2,549,857	812,334	-	-	1,229,051	\$	19,343,887

CITY OF GIG HARBOR



**2009 / 1ST QUARTER
PERFORMANCE AND WORKLOAD
MEASURES**

ADMINISTRATION

Administration

Performance Measures

	2008 Actual	2009 Goal
Percent of Citizens Agreeing with Survey Questions:		
Pleased with Overall Direction of the City	58%	N/A*
Receive Good Value for Taxes Paid	61%	N/A*
The City Listens to its Citizens	43%	N/A*
City has a Strong Sense of Community	84%	N/A*

* No survey to be conducted in 2009.

Workload Measures

	2006 Actual	2007 Actual	2008 Actual	2009 Estimate
Population	6,765	6,780	6,900	7,000
City-wide Assessed Property Valuation	1,167,739,135	1,448,681,937	1,699,571,402	1,955,970,466
Total Capital Project Budget	2,200,000	11,000,000	25,630,000	21,800,000

City Clerk Office

Performance Measures

	Public Records Requests (respond within 5 days)	Ordinance /Resolutions (within 4 working days)	Council Packets on time	Minutes done within 6 days
2008 Actual	99.9%	95%	80%	79%
2009 Estimate	100%	85%	85%	75%

Workload Measures

	Request for Public Records	Council Packets # of Pages	Ordinances & Resolutions	Minutes -# of pages
2008 1 st Quarter	52	1,604	14	53
2009 1 st Quarter	28	1,121	12	57
2008 Actual	117	4,817	52	171
2009 Estimate	200	5,000	100	200

POLICE

Performance Measures

	2008 1st Qtr	2009 1st Qtr	2008 Actual	2009 Estimate
% of citizens who feel safe in general according to survey	n/a	n/a	n/a	80%
UCR Violent crimes per 1000 population*	n/a	n/a	2.2	1.5
UCR Property crimes per 1000 population*	n/a	n/a	68.8	45
Average police emergency response time in minutes	6.84	7.31	6.67	6.8

Workload Measures

	2008 1st Qtr	2009 1st Qtr	2008 Actual	2009 Estimate
Number of dispatched calls for service	1,863	1,924	8,206	8,500
Number of office walk in requests for service	489	576	2,311	2,100
Number of cases assigned for follow-up	69	79	242	220
Number of police reports written	417	450	2,088	2,500

* UCR stats are published yearly

MUNICIPAL COURT

Performance Measures

	2008 1 st Quarter	2009 1 st Quarter	2008 Actual	2009 Estimate
Infraction Filings	379	402	1,374	1,608
Infraction Hearings	223	324	822	1,296
Criminal Filings	166	145	574	580
Criminal Hearings	859	888	3,457	3,552

Workload Measures

	2008 1 st Quarter	2009 1 st Quarter	2008 Actual	2009 Estimate
Collection Assignments	120(\$93,334)	171(\$119,257)	558(\$530,892)	684(\$477,028)
Collection Recovery	\$15,803	\$18,537	\$54,410	\$60,000
% PC Compliance	100%	100%	100%	100%
% Speedy Compliance	100%	100%	100%	100%

BUILDING AND FIRE SAFETY

Performance Measures

	2008 1 st Quarter	2009 1 st Quarter	2008 Actual	2009 Estimate
Triage new building permit applications within 1 week of receipt of complete application	59%	99%	90%	95%
Provide first review or plan approval letter within 28 days of receipt of complete application	67%	100%	80%	95%
Provide second review or approval letter within 14 days of receipt of re-submittals	100%	99%	90%	99%
Provide inspections within 24 hours of request	99%	99%	98%	99%
Attend scheduled pre-application conferences	100%	100%	100%	100%
Provide requested PL/ENG comments within 1 week of request	88%	99%	95%	99%

Workload Measures

	2008 1 st Quarter	2009 1 st Quarter	2008 Actual	2009 Estimate
Inspections per day per inspector/asst. BO/FM (max)	3.5	6.8	4	5
Major projects assigned per inspector/asst. BO/FM (max)	9.25	5	10	6
Minor projects assigned per inspector/asst. BO/FM (max)	35	10	35	10
Plan review letters completed per week	4.6	2	8	2
Special projects per staff member (max at one time)	1	1	2	1
Professional development activities (per month min)	1	1	.5	.25

PLANNING DEPARTMENT

Performance Measures

	2008 1st Qtr	2009 1st Qtr	2008 Actual	2009 Estimate
% of land use cases processed under 120 days	98%	95%**	97%	100%
% of preliminary plats processed under 90 days	None Approved	0%***	50%	100%
% of short plats processed under 30 days	0%*	None Approved	50%	100%

* Reflects one case processed in 92 days

** Reflects one case that exceeded time limit

*** Reflects one case processed in 95 days

Workload Measures

	2008 1st Qtr	2009 1st Qtr	2008 Actual	2009 Estimate
Number of land use cases	122	65	376	250
Amount of fees collected	\$59,933	\$45,032	\$198,763	\$93,000

PUBLIC WORKS

Parks

Performance Measures

	2008 Actual	2009 Estimate	2008 1 st Qtr Actual	2009 1 st Qtr Actual
Landscaping Maintained (sq ft/FTE)	420,000	702,000	175,500*	175,500*
Parks cleaned per day	100%	100%	100%	100%
Complaints addressed within 24 hrs	100%	100%	100%	100%

* Number is average over the whole year due to seasonal mowing schedule.

Workload Measures

	2008 Actual	2009 Estimate	2008 1 st Qtr Actual	2009 1 st Qtr Actual
Acres of park space & streetscapes	71.7	71.7	17.92	17.92
Community event sponsored hours	1,729	1,600	76	70
Acres of park land (per FTE)	12.56	12.56	N/A	N/A
Park related phone calls	77	80	9	11

Streets

Performance Measures

	2008 Actual	2009 Estimate	2008 1 st Qtr Actual	2009 1 st Qtr Actual
Streets swept (miles/FTE)	250	700	29	610
Streets maintain (lane miles/FTE)	5.6	5.6	1.4	1.4

Workload Measures

	2008 Actual	2009 Estimate	2008 1 st Qtr Actual	2009 1 st Qtr Actual
Streetlights	450	450	405	450
Lane miles maintained	76	80	19	19
Street signs repaired	223	466	54	241
Pavement markings (feet)	315,000	315,000	None until 3 rd quarter	
Sidewalks maintained (feet)	111,860	111,800	27,965	37,286
Street-related phone calls	89	90	14	20

Water**Performance Measures**

	2008 Actual	2009 Estimate	2008 1st Qtr Actual	2009 1st Qtr Actual
Meters read per FTE	2,890	2,890	516	516
After hrs emer. responses w/in 45 min.	100%	90%	100%	100%

Workload Measures

	2008 Actual	2009 Estimate	2008 1st Qtr Actual	2009 1st Qtr Actual
Gallons of storage capacity	4,550,000	4,550,000	4,550,000	4,550,000
Number of gallons pumped per year	304mg	300mg	49.6mg	66.3mg
Number of water related calls	111	100	30	30

Stormwater**Performance Measures**

	2008 Actual	2009 Estimate	2008 1st Qtr Actual	2009 1st Qtr Actual
Percent of storm ponds brushed	100%	100%	100%	100%
Progress toward NSDES Phase II comp.	75%	100%	10%	90%

Workload Measures

	2008 Actual	2009 Estimate	2008 1st Qtr Actual	2009 1st Qtr Actual
Catch basins cleaned	650	650	163	3 rd Quarter
Catch basins installed	N/A	N/A	N/A	N/A
Catch basins maintained	1,500	1,530	3 rd Quarter	3 rd Quarter
Storm ponds maintained	12	12	3 rd Quarter	3 rd Quarter

Wastewater**Performance Measures**

	2008 Actual	2009 Estimate	2008 1st Qtr Actual	2009 1st Qtr Actual
Dewatering w/ thickening process	3.00mg	3.25mg	723kg	789kg
Plant performance award	Yes	Yes	Yes	Maybe*

* Due to record high influent flow on January 7, 2009 of 2.128mg, we were unable to meet CBOD and TSS removal percentages for the day (as specified by our permit). This may or may not affect the 2009 Plant Performance award.

Workload Measures

	2008 Actual	2009 Estimate	2008 1st Qtr Actual	2009 1st Qtr Actual
Raw sewage treated	293mg	310mg	78.4mg	79.3mg
Wet Tons of bio-solids produced	1,057	1,184	296	290
Work orders for lift station/plant maintenance ⁴	426/534	550/540	143/142	130/113
Lift station checks	884	884	221	221

Engineering**Performance Measures**

	2008 Actual	2009 Estimate	2008 1st Qtr Actual	2009 1st Qtr Actual
Percent of project milestones met with the quarter (<i>new measure for 2009</i>)	N/A	85%	N/A	100% (3/3)
Ratio of PW variances approved w/in 6 weeks of application	100%	67%	100%	100%

Workload Measures

	2008 Actual	2009 Estimate	2008 1st Qtr Actual	2009 1st Qtr Actual
Number of capital projects construction surveyed by staff	4	4	1	1
Traffic modeling completed by staff	0	2	0	0

FINANCE

Finance

Performance Measures

	2008 1 st Quarter	2009 1 st Quarter	2008 Actual	2009 Estimate
Maintain city bond rating (Moody's A2)	A2	A2	A2	A2
Unqualified audit financial statement opinion	Yes	Yes	Yes	Yes

Workload Measures

	2008 1 st Quarter	2009 1 st Quarter	2008 Actual	2009 Estimate
Number of invoices processed	1,722	1,411	9,775	8,000
Number of transactions receipted	4,277	4,209	17,027	17,000
Number of utility bills processed	3,109	3,190	13,891	14,000
Number of payroll checks processed	742	722	2,894	2,888
Number of business licenses processed	124	160	581	625

Information Technology

Performance Measures

	2007 Actual	2008 Actual	2009 Estimate
Average Cost of IT per Citizen *	26	31	29
Average Cost of IT per Employee *	1667	1880	1667
Average Number of Employees per IT staff	54	60	59
Average Number of Workstations per IT staff	58	72	71
Ratio of Employees to printers	2.9	3.1	2.5
Network uptime	99%	99%	100%

Information Technology numbers reported based on fiscal year numbers. Quarterly numbers are not available.

* In Dollars.

Workload Measures

	2007 Actual	2008 Actual	2009 Estimate
Number of IT staff	2	2	2
Number of servers maintained	11	12	12
Number of workstations	118	145	144
Number of printers	35	77	75
Number of remote sites	3	3	3
Average monthly help desk calls	225	310	310

Information Technology numbers reported based on fiscal year numbers. Quarterly numbers are not available.

MARKETING

Performance Measures

	2008 1 st Qtr Actual	2009 1 st Qtr Actual	2008 Actual	2009 Estimate
Occupancy Percentages	47%	37%	Not submitted	60%
% Change in Visitor Info Requests	198%	-60%	Not submitted	25%
Editorial Medial Value *	\$62,360	\$114,000	Not submitted	\$300,000

Workload Measures

	2008 1 st Qtr Actual	2009 1 st Qtr Actual	2008 Actual	2009 Estimate
Promotion and Advertising Budget	\$14,114	\$6,575	Not submitted	\$26,300
Number of Filled Requests	13,650	5,424	Not submitted	15,000
Travel writers/media hosted in Gig Harbor**	0	4	Not submitted	3

* This figure is value of editorial articles generated by the marketing department, figured by the publications advertising rates.

** Travel writers at Prison Pet Partnership Media Event (KOMO radio, KING tv reporter and Photographer.)



Subject: Public Safety Testing Agreement Renewal

Proposed Council Action:

To authorize the renewal of the subscriber agreement with Public Safety Testing for a three-year term at \$900 per year.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk
Civil Service Secretary

For Agenda of: April 27, 2009

Exhibits: PST Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CLH 4/20/09

RJK

SAME AGRMT AS PRIOR

DP 4/20/09

W 4/17/09

Expenditure	Amount	Appropriation
Required \$900/yr	Budgeted \$950	Required \$0

INFORMATION / BACKGROUND

The attached is a subscriber's agreement to continue the services provided by Public Safety Testing. This service allows for a better candidate pool by providing the city with a current, on-going eligibility list without having to devote staff time to a yearly testing process that may not result in viable candidates. We have utilized this service since 2003.

FISCAL CONSIDERATION

If we commit to the three-year term, the renewal agreement is \$900 per year. We have been paying \$950 per year since renewing in 2006. This is a savings of \$50 per year.

The last testing process administered by the Civil Service Secretary in 2002 cost approximately \$2,000. The list established by this process is in effect for one year. As the cost of testing continues to rise, using the testing service will result in a significant savings during the three-year period.

BOARD OR COMMITTEE RECOMMENDATION

The Civil Service Commission supports this process and amended the Rules and Regulations in order to utilize this testing process in 2003.


RECOMMENDATION / MOTION

Move to: authorize the renewal of the subscriber agreement with PublicSafetyTesting for a three-year term of \$900 per year.

MEMORANDUM

DATE: March 3, 2009

TO: Ms. Molly Towslee
Civil Service Examiner, City of Gig Harbor

FROM: Jon Walters 

SUBJECT: Agreement Renewal

I want to thank you and the City of Gig Harbor for the opportunity to be of service over the past six years to provide recruiting assistance, application processing, and written & physical ability testing for your police officer applicants.

Your current subscriber agreement for testing expires April 30, 2009. We hope that your experience with Public Safety Testing has led to the decision to renew your Agreement. I have enclosed two original and signed copies of our current Agreement for your review (if acceptable, please return one fully executed copy to our office). Please note that your annual fees are reduced for a three year renewal.

If your decision is not to renew (which we hope it is not), please kindly notify us at your earliest convenience as we will need to deactivate your agency on our website and notify any candidates that have signed up to test for your agency.

Please don't hesitate to contact me for any reason. We truly appreciate the opportunity to be of service and look forward to a continued and long-lasting relationship with the City of Gig Harbor.

AGENCY: Gig Harbor Police Department

January - December 2008

# APPLICANTS	African American/ Black	American Indian/ Alaskan Native	Asian/ Pacific Islander	Hispanic/ Latino	White/ Caucasian	Other	Unknown	TOTAL	
Male	6	1	7	8	153	1	1	177	
Female					13		1	14	
								TOTAL	
								191	
# NO-SHOWS									
Male	1			2	20		1	24	
Female					4		1	5	
								TOTAL	
								29	
# FAIL WRITTEN EXAM									
Male	1				12			13	
Female					1			1	
								TOTAL	
								14	
# FAIL PFAT (PHYSICAL)									
Male			2		15			17	
Female					4			4	
								TOTAL	
								21	
# SENT TO AGENCY									
Male	4	1	5	6	106	1	0	123	
Female	0	0	0	0	4	0	0	4	
								TOTAL	
								127	
TOTAL # APPLICATIONS SENT IN 2008									127

SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a non-exclusive subscriber agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of Gig Harbor, a municipal corporation of the state of Washington (hereinafter "Subscriber"), do enter into this nonexclusive Subscriber Agreement under the terms and conditions set forth herein.

1. Description of Basic Services. This Agreement begins May 1, 2009. The Contractor will provide the following services to the Subscriber, on its request:

1.1 Advertise for, process applications for, and administer written and/or physical agility examinations for (check all that apply):

- Entry-level police officer personnel
- Lateral/Experienced police officer personnel

1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws.

1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

1.4 The Subscriber elects (select one):

- A one-year subscription:
 - Police Officer testing @ \$1,100
- A three-year subscription:
 - Police Officer testing @ \$900 per year

1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

2. Additional Services. At the request of the Subscriber, Contractor may provide the following types of services:

- 2.1 Submission to the Contractor of additional requests for applicant testing with respect to any given eligibility list or any other task under the provisions of this paragraph shall be at the sole discretion of the Subscriber. This is a non-exclusive agreement and the Subscriber may continue at its discretion to conduct entry level testing in addition to the services provided by the Contractor, and may, in addition, contract with any other entity for services during the initial one-year term of this Agreement. If the Subscriber elects to utilize the Contractor for a three-year subscription, he/she may terminate this Agreement in years two and three and contract for additional services in accordance with the provisions of paragraph 7 below.
- 2.2 In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.

3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:

- 3.1 The written and physical agility scores of any applicant shall be valid for 15 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 20____.

CITY OF GIG HARBOR, WA

PUBLIC SAFETY TESTING, INC.

By: _____

By:  _____

Print: _____

Print: Jon F. Walters, Jr. _____

Its: _____

Its: President _____

Contact: _____

Jon Walters _____

Address: _____

20818 – 44th Ave. W., Suite 160

City/State: _____

Lynnwood, WA 98036

Telephone: _____

425.776.9615 _____

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

April 20, 2009

SPECIAL OCCASION # 092720

GIG HARBOR PENINSULA AREA CHAMBER OF COMMERCE
3311 HARBORVIEW DR
GIG HARBOR WA 98335

DATE: JUNE 6, 2009
JUNE 7, 2009

TIME: 10 AM TO 5 PM
10 AM TO 4:30 PM

PLACE: MARITIME INN PARKING LOT-ENCLOSED AREA
3212 HARBORVIEW DR, GIG HARBOR

CONTACT: WARREN ZIMMERMAN 253-851-6865

SPECIAL OCCASION LICENSES

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

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

- 1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

Table with 2 columns: OPTIONAL CHECK LIST and EXPLANATION. Rows include LAW ENFORCEMENT, HEALTH & SANITATION, FIRE, BUILDING, ZONING, and OTHER.

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 04/06/2009

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20090731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. MILLIGAN, MICHAEL HALL	THE GREAT AUSTRALIAN BITE - 4197 HARBOR VIEW DR GIG HARBOR WA 98332 1080 <i>Out of business</i>	402861	GROCERY STORE - BEER/WINE
2. MAD ANTHONY'S INCORPORATED	ANTHONY'S AT GIG HARBOR 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351502	SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE
3. G.T. ENTERPRISES LLC	KELLY'S CAFE AND ESPRESSO 7806 PIONEER WAY GIG HARBOR WA 98335 1133	400599	BEER/WINE REST - BEER/WINE OFF PREMISES
4. HINDQUARTER II, INC.	TANGLEWOOD GRILL 3222 56TH ST GIG HARBOR WA 98335 1359	082991	SPIRITS/BR/WN REST LOUNGE -
5. Z A A L LLC	OLYMPIC 76 GAS STATION AND FOOD MART 5555 SOUNDVIEW DR NW GIG HARBOR WA 98335 1478	071544	GROCERY STORE - BEER/WINE
6. JAPANESE CREATIVE CUISINE, INC	BISTRO SATSUMA 5315 PT FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE



Subject: License, Maintenance and Support Plan Agreement with FileOnQ and Property Disposition Services Agreement with PropertyRoom.com

Proposed Council Action: Approve the License, Maintenance and Support Plan agreement with FileOnQ and the Property Disposition Services Agreement with PropertyRoom.com

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD*

For Agenda of: April 27, 2009

Exhibits: Agreement with FileOnQ and disposition agreement with PropertyRoom.com

Initial & Date

Concurred by Mayor:

CUH 4/22

Approved by City Administrator:

RDK

Approved as to form by City Atty:

via email

Approved by Finance Director:

DF 4/21/09

Approved by Department Head:

MD 4/21/09

Expenditure	Amount	Appropriation
Required \$1020.14	Budgeted \$2,000.00	Required 0

INFORMATION / BACKGROUND

Staff solicited Requests for Proposals (RFP) for property and evidence management software in March 2009. We received one proposal for this request, from FileOnQ, which is the parent company for EvidenceOnQ. We contacted several agencies using EvidenceOnQ as their property and evidence room record management system and received very positive feedback on the quality of the software and service provided by EvidenceOnQ.

EvidenceOnQ utilizes bar-coding technology along with a database platform that will allow electronic searches and inventory tasks to be completed accurately and in a fraction of the time it now takes us with pencil and ledger methods.

The financing of EvidenceOnQ will be accomplished via an arrangement with PropertyRoom.com. As part of this agreement, the Gig Harbor Police Department will use PropertyRoom.com as its sole auction source for purging of items made available for auction and/or sale from our property room. PropertyRoom.com will remit any proceeds from the sale of the auction of these items, minus their commission to FileonQ. These proceeds will serve as payment for the implementation and continued use and support of the EvidenceOnQ property management program.

The features and functionality of EvidenceOnQ are outlined in the attached proposal.

FISCAL CONSIDERATION

The acquisition of the software and scanner will not require an appropriation of funds since proceeds from surplus property from the evidence room will directly cover the cost. We have a spare desktop computer and printer to run the EvidenceOnQ software program. We will need to purchase SQL Server DB in order to utilize our police server to back up the property room inventory data and access it from desktop computers. The software costs \$1,020.14 and will be paid for with drug seizure revenue.

RECOMMENDATION / MOTION

Move to: Authorize the approval of the License, Maintenance and Support plan with FileOnQ and approval of the Property Disposition Services Agreement with PropertyRoom.com.



**Proposal for:
Gig Harbor Police Department**




































April 15, 2009



**Property and Evidence Management
System**

Prepared by:

**FileOnQ, Inc.
Shannon Turner
Evidence Specialist
shannont@fileonq.com
Phone: 800-603-6802 X107
Cell: 206-755-7215**

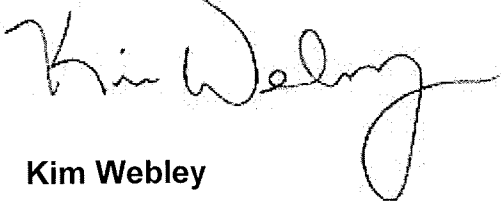
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FileOnQ Overview _____ **Our Commitment:**

FileOnQ submits the following proposal for our **EvidenceOnQ property and evidence management solution**. Our first priority is to provide solutions that effectively meet the unique needs of our customers today, while providing them with a strategy and a path to meet their changing needs of tomorrow. Another priority of equal importance is to provide these solutions with the greatest possible economy.

Please read and consider our proposal, bringing to our attention any way in which you feel we can more adequately satisfy your needs. Finally, when you are prepared to allow us to implement the solutions proposed, we are committed to do everything necessary to ensure your complete satisfaction both now and long into the future.

Sincerely,



Kim Webley

FileOnQ, Inc

Business Development

What really counts is what our customers say!

BEST OF BREED

"I have seen and used a lot of systems over the years, but after using EvidenceOnQ for almost two years now, I am convinced it is the best solution on the market today." **Sr. ID Tech, Robert Douglas, Visalia Police, CA**

QUALITY OF SERVICE

"All of our interactions with FileOnQ have been exceptionally superior.... a drastic improvement over the poor customer service that we've received from nearly every other software vendor in the past."
Sr. Evidence Tech, Bruce Adams, Littleton Police, CO

FLEXIBILITY

"EvidenceOnQ is more customizable than other systems. From a manager's perspective, EvidenceOnQ is great for auditing, purging, and chain of custody issues. I would highly recommend EvidenceOnQ."
Lt. Derek Webster, Covina Police, CA

COMPLIANCE

"The property module of our RMS system was an obstacle and did not meet the requirements of accreditation. Consequently, we implemented EvidenceOnQ, which became a big reason why we have been able to become CALEA accredited."
Sr. Evidence Tech Bruce Adams, Littleton Police, CO

USABILITY

"EvidenceOnQ is the most user-friendly system we have seen. Their technology is fantastic, but what we like most is that the company really cares about property & evidence management."
Sgt. Tommy Clamp Anderson County Sheriff, SC

EFFICIENCY & ROI

"Before we purchased our EvidenceOnQ system we needed to hire a second Evidence Technician. After implementation of the system, not only can we accomplish the tasks with just one Technician, but our department is in better shape than it has ever been."
Evidence Tech, Susan Holaday, Tukwila Police, WA

EvidenceOnQ provides the necessary efficiency and functionality for effective property and evidence management. This is accomplished through utilizing the most efficient technology available:

- Bar-coding improves the speed and accuracy of evidence management throughout it's lifecycle
- Custom designed barcode labels specifically identify items, locations, boxes, and individuals
- Evidence is quickly and accurately transferred using attached or portable barcode scanners
- The chain of custody for each item is maintained electronically and is unalterable. Reports for court are produced with a simple click of a mouse.

- The retention feature allows evidence managers to set a review or destruction date for each item based on their own department policies and procedures. A retention report easily shows what items are available for review, destruction, or release.
- Both standard and user defined reports are produced within the system. These reports streamline and enhance both internal management and the external auditing process.
- The eDocs module provides the ability to image and attach electronic documents such as police reports, photos of accident or crime scenes and voice clips.
- WebView enables users to access the system via a secure website

The benefits of the EvidenceOnQ solution are many, including the following:

- An average six months return on investment, continued annual savings thereafter, with an average of 30% reduction in operations cost.
- Streamline daily tasks such as location assignment, location transfer and physical inventory management.
- An unalterable, system assigned date and time, provides solid chain of custody reports for court.
- Large projects such as drug burns, gun destructions, and auctions are streamlined with the ability to search, produce reports, and transfer the location or status of hundreds of items at once.
- Changes made to evidence records are documented and maintained within the system, showing any changes made, the author of those changes, and the old and new values.
- Queries are easily built and saved using any combination of criteria desired
- Generates custom reports and forms such as property sheets, letters to owners, and crime lab submission forms that are normally produced by hand.
- Eliminates duplication of work effort by allowing line offers to enter evidence directly into the database rather than hand writing evidence tags. Evidence personnel can then quickly and easily assign storage locations without having to enter the data into the system over again.
- Provides detailed work productivity reports
- Provides process validation that ensures increased quality and reduced risk
- Provides the functionality criteria that complies with accreditation standards

EvidenceOnQ's modular capabilities provide scaleable solutions that can be implemented in logical, affordable and proven steps. To best serve your needs we have proposed system features and functionalities that will meet your initial implementation requirements as outlined above, providing available options for future purchase and implementation.



Your system will include software, hardware, and all of the services and expertise necessary to guarantee a satisfactory solution that will meet your needs both now and long into the future.

Analysis: FileOnQ has extensive experience and expertise in providing evidence management solutions for law enforcement agencies. We will work closely with you to determine the most efficient and cost effective solution for your department.

Software: The flexibility of the proposed FileOnQ records and information management software system allows us to effectively and economically meet the needs of our customers. The software's open-architecture and tailorable Graphical User Interface (GUI) enables the system to be designed to work intuitively around the work-process requirements and procedures of managing your items and documents. The FileOnQ ProFiler™ (patent-pending) not only allows us to quickly tailor a FileOnQ solution for each of our clients, but it is installed as an integral part of each client site installation. With the ProFiler™ our clients can make changes or upgrade their FileOnQ application without having to pay large professional service fees that are typical within the industry. The bottom-line -- because of FileOnQ innovations like the ProFiler™, our customer's experience the lowest Total Cost of Ownership (TCO) and most user-friendly system on the market today. FileOnQ provides the perfect fit for your unique property and evidence management needs. We do not write new "custom" code. This is a lengthy and costly procedure for both the customer and us. We have invested millions of dollars to develop a single code-base that provides ultimate flexibility and has been proven hundreds of times by our long list of delighted customers.

Technology: FileOnQ is built on the Microsoft Operating System platform, utilizing proven methods and technologies. The solution's multi-tier nature allows for single server implementations in smaller environments, hence reducing cost and administrative effort. However, it also provides the ability to distribute its components onto several servers that share the load to improve performance in larger environments. This architecture provides a solution that can scale to different environments. FileOnQ utilizes MSDE, SQL Server 7.0 or SQL Server 2000 as its back end database. Therefore, all of the data stored within the FileOnQ application can be backed-up, restored, or extracted using standard SQL tools and routines. This ensures that your data can be backed up for disaster recovery or archival purposes. It also ensures that your data is just that -- "your data"; not held hostage in some proprietary database format.

Peripherals: Bar codes allow items and boxes to be tracked quickly and accurately. Input error rates for keyboard entries are 1 in 20, while input error rates for bar code scanning are 1 in one-million. The ability to print bar codes on-demand and in batches is essential. FileOnQ can print barcode labels to virtually any printer with a Windows® driver.

Training: Upon completion of your system installation, our professional customer support team will conduct the training for your evidence personnel and system administrators. We will also provide ongoing refresher training sessions via personalized live Web training sessions, free of charge with your annual support. If you require additional on site training, we will do so at a reasonable fee. This ensures you are getting the highest value from your EvidenceOnQ system and trouble free operation of the system both now and long into the future.

Completed Project Evaluation: After the system installation and training is complete, our customer support team will schedule a meeting to ensure all your needs and requirements have been met to your satisfaction.

Maintenance & Support: When a support issue arises, you will appreciate the support available directly from FileOnQ via our 800 number, email, and our website. Our Annual Maintenance & Support not only provides you with unlimited amount of product support, but it also includes in-version software upgrades and enhancements during the term of the contract. Your purchase of EvidenceOnQ includes the first year maintenance and support. At the end of the first and subsequent years, our customers find that renewing their annual maintenance and support provides value that exceeds the annual renewal fee by far. No matter what your future needs may be, we will provide you with on-going training, technical support and professional services. Our commitment is for our customers to enjoy long-term satisfaction and improved personal and organizational productivity.

Features & Functionality

EvidenceOnQ Application Software License (Included):

EvidenceOnQ 5.1 application software license includes single database/application for databases up to **5,000**, 100,000, 1,000,000 or unlimited records. EvidenceOnQ runs on Microsoft SQL Server provided by the customer. FileOnQ can provide MSDE for smaller databases and up to 3 concurrent users. License upgrades for increased records/items may be purchased at any time the need arises.

Desk Top Client (3 Concurrent Licenses Included):

The desktop client is a full-featured Windows application that allows users to access the EvidenceOnQ system from the server.. Client seats are sold on a concurrent user basis. FileOnQ will install the desktop client on as many PCs as you have concurrent client seats. However, you may install the desktop client on as many computers as desired after installation. There is no additional charge per computer. This allows you to have access to the system throughout your department.

The desktop client is designed to allow users with access to the system based on specific security and permissions determined and set up by the internal administrator.. For example, officers might be granted the rights to enter in new items and only view and request items they are associated with, but unable to change or edit existing records. Property room personnel would be given the authority to create reports and queries, transfer items, edit data, etc. You have complete control over who has access to the EvidenceOnQ system and what permissions they have. These permissions can be assigned individually or by group.

Customized Homescreen (Included):

EvidenceOnQ provides complete flexibility by allowing the customer to dictate the design of the data entry screen. This makes the entry of the evidence data as simple as possible by following your existing workflow, using your own terminology and codes, and providing fields that are unique to your department's management needs. This feature is usually the primary reason law enforcement agencies choose EvidenceOnQ; it is designed by them to meet their own individual needs and comply with their specific policies and procedures. Not only is it flexible when it is designed, but the screen is flexible to change as your needs change. The user without permission or additional cost can alter it at any time. No other evidence management system on the market offers this flexibility.

All searches and data entry are performed from just one screen, eliminating the need to work through multiple levels of screens to enter data. Searches can be made from any field or combination of fields, combining knowns with unknowns or partial information. For example, you can search for all Smith & Wesson guns recovered by a specific officer in the year 2006 where a juvenile was involved. There is virtually no limit to the combination of searches that can be performed. Law enforcement administrators find this feature extremely beneficial when preparing reports and statistics.

The screen examples below show some of the common data fields you may choose to include on your home screen. To make data entry even smoother, we provide a control field that turns off or on fields that may be associated with that description. For example, selecting Narcotics activates the fields "Drug Type", "Measurement", "Quantity", and "Color"; while a selection of Firearm activates the fields "Brand", "Model", "Caliber", and "Serial #". Because you design the screen, detailed or general descriptions of the items can be included

Homescreen Examples

Your fields and Homescreen will be tailored to your specifications

FileOnQ 5.1.1213 - EvOnQ51 - SYSTEM

File Edit View Fieroom Labels eDocuments Reports Tools Data Help

Barcode: _____

Current Location: _____

Home Location: _____

Box Location: _____

Date Completed: ___/___/___

Details

Evidence Info | Notes | History | Retention | Documents

Case Number: _____ Item #: _____

Crime Code: _____ Event Date: ___/___/___ Event Time: _____

Submitting Officer: _____ Event Address: _____

Recovering Officer: _____ Recovery Date: ___/___/___ Recov Time: _____

Case Officer: _____ Recovery Location: _____

Owner Last: _____

Owner First: _____

Owner Address: _____

Owner City: _____

Owner State: _____ ZIP: _____

Owner Phone: () - _____

Owner DOB: ___/___/___

Property Type: _____

Item Type: _____

Drug Type: _____

Quantity: _____

Additional Description: _____

FileOnQ 5.1 - Harris County Property Records System - SYSTEM

File Edit View Fieroom Labels eDocuments Reports Tools Data Help

Tag #: _____

Current Location: _____

Home Location: _____

Box Location: _____

Date Completed: ___/___/___

Details

Item Detail | Notes | History | Retention

Agency: _____ Offense #: _____ Reported Date: ___/___/___ CDI #: _____ Cause #: _____

Supplement #: _____ Offense Location: _____ Court: _____

Involve 1: _____ Involve 2: _____ Involve 3: _____ Lab #: _____

Name 1: _____ Name 2: _____ Name 3: _____

Address 1: _____ Address 2: _____ Address 3: _____

City 1: _____ City 2: _____ City 3: _____ Prop Involve: _____

State 1: _____ State 2: _____ State 3: _____ Recover Loc: _____

Zip 1: _____ Zip 2: _____ Zip 3: _____ Recover City: _____

DOB 1: ___/___/___ DOB 2: ___/___/___ DOB 3: ___/___/___ Recover St: _____

1 Phone 1st: _____ 2 Phone 1st: _____ 3 Phone 1st: _____ Dpty Assign: _____

1 Phone 2nd: _____ 2 Phone 2nd: _____ 3 Phone 2nd: _____

SPI # 1: _____ SO # 1: _____ SPI # 2: _____ SO # 2: _____ SPI # 3: _____ SO # 3: _____

Category: _____ Article: _____ Item #: _____ \$100's: _____

Brand: _____ Gun/Make: _____ Drug Type: _____ \$50's: _____

Model: _____ Type/Cat: _____ Quantity: _____ \$20's: _____

Color: _____ Caliber: _____ Measure: _____ \$10's: _____

Pieces: _____ Finish: _____ \$5's: _____

Serial #: _____ Barrel Length: _____ Packaging: _____ \$1's: _____

Owner Apprd #: _____ Cons: _____

Description: _____ Total Value: _____

Enter Packaging

Query None Worklist

FileOnQ 5.1.1213 - LaPortePD - SYSTEM

File Edit View Fieroom Labels eDocuments Reports Tools Data

Barcode: _____

Current Location: _____

Details

Evidence Info | Comment | History | Retention

Case Number: _____

Type of Case: _____ Juvenile

Property Type: _____ Domestic Violence

Owner Last: _____

Owner First: _____

Owner Address: _____

City State ZIP: _____

Owner Phone: _____

Suspect 1 Last: _____

Suspect 1 First: _____

Suspect 1 DOB: ___/___/___

Suspect 2 First: _____

Suspect 2 DOB: ___/___/___

Additional Suspects

Category: _____

Caliber: _____ Qty/Weight: _____

Make: _____

Serial #: _____ Measure: _____

Model: _____

Currency Value: _____ Drug Type: _____

Color: _____

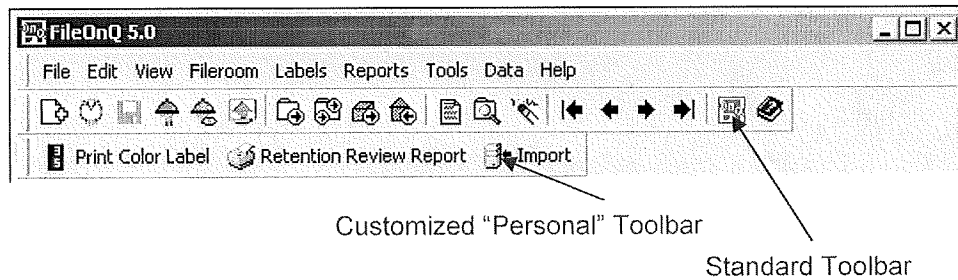
Additional Description: _____

Enter Barcode

Query None Worklist

Customizable Toolbars (Included):

Users can customize the standard toolbar by adding or removing icon in a “drag and drop” method. Users can also create additional “personal” toolbars containing shortcuts to functions that they perform on a regular basis. These toolbars themselves can be “dragged and dropped” anywhere on the FileOnQ Homescreen.



Barcode Tracking (Included):

Barcodes provide quick, key-less, and error-free retrieval and transfer capability to the user. FileOnQ manages items, boxes, and locations using barcodes. When the optional Document Collection and eDocs & Imaging Modules are enabled, barcodes are also an essential part of the ability that FileOnQ has to automatically index and store scanned documents.

Because of the intelligence built into the EvidenceOnQ barcode tracking, there is no need to go into a special screen or mode to scan barcodes. When you scan an item barcode, the EvidenceOnQ system recognizes it as an item and automatically responds by retrieving that record from the database. The same is true if you scan a box barcode, a document barcode, or a location barcode. The EvidenceOnQ system will automatically determine the type of barcode scanned and take the appropriate action.

Box/Container Content Management Tracking (Included):

The Box/Container Tracking module utilizes barcodes to track the movement of items stored in a box or container. The system will track items as they are taken in and out of boxes or containers. It will also track the boxes and containers themselves as they move back and forth between locations. When a box is transferred, all items in that box/container are automatically recorded as transferred with the box. Box tracking provides a cost effective way for departments to track and retrieve individual items stored in boxes or containers no matter where they are located. This allows you to know exactly which items are in which box and where the box is stored. This eliminates the need to search through a series of boxes in order to find an item.

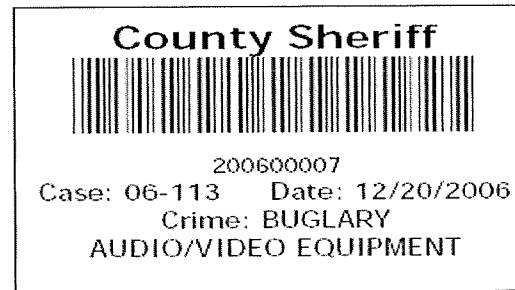
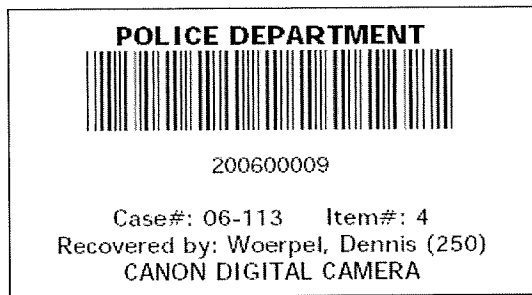
Barcode Label Design (Included):

Barcode technology is one of the distinctive features of EvidenceOnQ. It is faster and more accurate than any other form of tracking. Using a barcode will dramatically decrease the time it takes to retrieve a record from the database and to record the transfer of that item to a location of status.. EvidenceOnQ takes barcode technology to another level where other systems do not by assigning a barcode to each location, person, or status. Individual locations, officers, crime labs, etc. have their own barcode. A barcode is also assigned to a status such as "pending destruction", "waiting for auction" or "returned to owner". Having a barcode represent a location allows the user to scan an item, and then scan the location where it is to be transferred. **This allows completely keyless transactions.**

EvidenceOnQ provides the user complete flexibility to design and auto print bar code labels with text. Any field or combination of fields from the system can be auto applied to the label for identification and bar code production. . Labels can be easily designed and formatted within the software application. The user is also able to easily design and save multiple formats, such as found property labels, general evidence, drug evidence, or gun labels. Custom labels and control sheets can also be easily produced from within the software application.

If your department uses Property Room.com for auctions, you can use your existing EvidenceOnQ labels without having to re-label prior to auction. We will set up your main barcode label to meet both your internal requirements and the requirements of PropertyRoom.com. **Consent Agenda - 5**

Below are two examples of unlimited formats and fonts:



Searching and Requesting (Included):

FileOnQ provides users with the ability to search for items utilizing a number of different querying methods.

Query-by-Example (QBE): A search for records that contain a specified element or elements. In a QBE search you are telling the system to search for all records that match your example. You can provide an example – including wildcards -- for a single field or for multiple fields and across multiple tabs.

Query-by-Date (QBD): Allows users to perform searches by date ranges for Date Created, Edit Date, Transfer Date, and Check-out Date.

Query-by-Current Location (QBCL): Allows users to perform searches by locations or boxes to determine the contents of the box or location.. For example, you may want to search for all items currently at the crime lab, all evidence check out to court, or all items in the freezer.

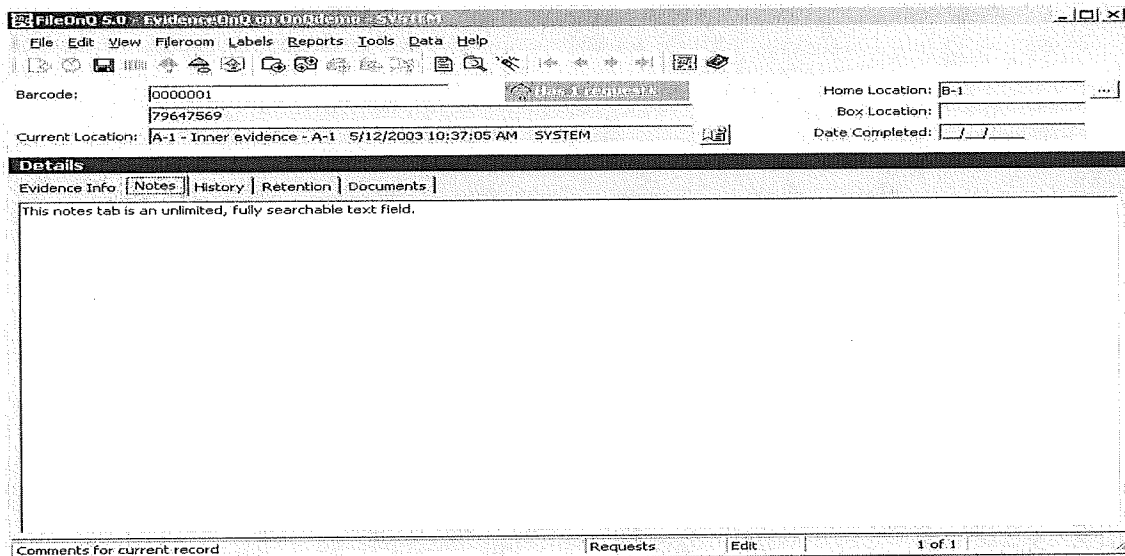
Query-by-Home Location (QBHL): Allows users to list all items assigned to a given Home Location (where an item is to be returned when it is not checked-out). A Home Location can be a box or defined as a place such as a specific room, or shelf, or cabinet, or drawer. Individuals can also be defined as Home Locations.

Query-by-Scan (QBS): Allows users to create a list of items by scanning the barcodes on each of those items. Once those items are put into a list, the user can choose any number of actions, such as transferring them all to another location, putting them into letters, printing a report, etc.

Custom Query Manager: FileOnQ provides a simple way for you to organize and manage queries. Queries can be used and reused by everyone or just by the author of the query. Only accounts with the appropriate security permissions can create, update, or delete queries. Users can create complex, multi-field searches that utilizes AND, OR and NOT logic. Searches can be categorized and saved. Searches can contain date ranges, free form text, and pick lists. Values can be pre-saved or can be prompted at run-time.

Notes Tab (Included):

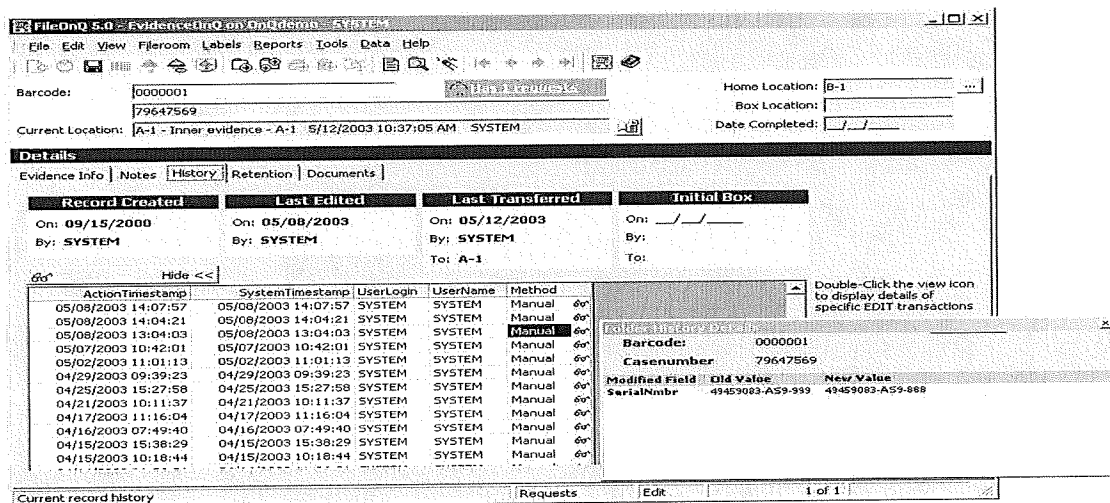
The Notes field is an unlimited, free form text field used for notes or additional information about the item being viewed. The contents of this field are searchable via Query by Example or when included in a query written by the Custom Query Manager.



History Tab (Included):

The History tab displays certain system-generated dates for each record stored in the -EvidenceOnQ database. These fields are non-editable and view-only. However, these fields can be queried using the Query by Date or when included in a query written by the Custom Query Manager.

The History Tab also displays the changes (edits) made to any of the fields on the main tab, notes tab, or retention tab for a given item. For example, if a user changed the weight of the narcotics from 52.4 grams to 5.24 grams, it would show the person who made the changes, the date and time, and the old and new values. This feature adds security in your evidence management because it impossible for anyone to make a change in the system without it being documented.



One of the biggest challenges in evidence management is to establish when an item is available for destruction, return to owner, auction, etc. Purging items from the evidence room is a lengthy, laborious process. In most cases, evidence is held much longer than required because there is no system in place for routinely purging evidence. The Retention Module is a powerful tool that will give you the ability to monitor the life-cycle of individual items and properly dispose of your evidence inventory. By allowing you to set a disposal date on each piece of evidence, you can run regular reports that can identify items that no longer need to be retained. Retention codes can be configured for different lengths of time. For instance, lost and found items, misdemeanor cases, and felonies all need to be retained for different periods of time. Configuring a retention profile for each of these types means that when you select the appropriate retention type, EvidenceOnQ automatically will calculate the correct review date whether it is 3 months or 10 years. The review date can be modified throughout the process if certain cases are delayed in court or are pending appeal.

The screenshot displays the FileOnQ 5.0 software interface. At the top, there is a menu bar with options: File, Edit, View, Fileroom, Labels, Reports, Tools, Data, Help. Below the menu is a toolbar with various icons. The main data area shows:

- Barcode: 0000001
- Current Location: A-1 - Inner evidence - A-1 5/12/2003 10:37:05 AM SYSTEM
- Home Location: B-1
- Box Location: (empty)
- Date Completed: (empty)

The 'Details' section is active, showing tabs for Evidence Info, Notes, History, Retention, and Documents. The 'Retention' tab is selected, displaying the following information:

- Retention Code: FP1000
- Category: Found Property - Owner Known
- Period:
 - Years: 0
 - Months: 3
 - Days: 0
- Description: Found Property where owner is known.
- Critical Dates:
 - Calculation: 09/15/2000
 - Review: 12/15/2000
 - Destruction: (empty)
- Hold: Hold
- Hold Comment: (empty)

At the bottom of the window, there is a status bar with the text: Current record retention information | Requests | Edit | 1 of 1

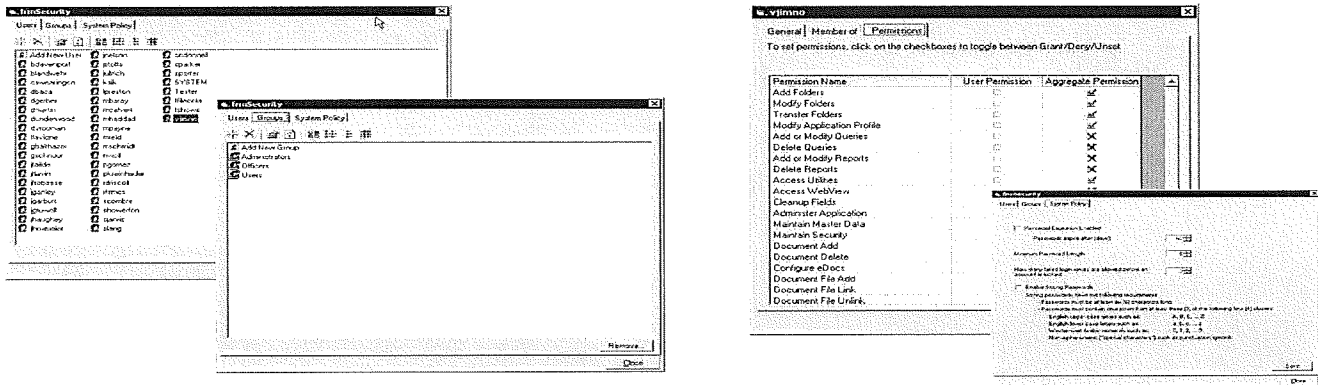
Maintaining a solid chain of custody is one of the most important tasks in evidence management. Traditional evidence management consists of maintaining this chain of custody on paper, then compiling it when required for court. This is a lengthy, time consuming, often inaccurate process. EvidenceOnQ makes chain of custody an automatic process. Our Audit Trail records when an item was checked in, then tracks each and every edit and transfer, including where it is transferred, to whom or where, and by whom. The Audit Trail is **an unalterable** record of each transaction of an item as it is transferred from one location to another. A built in report is included with the information seen below, or a custom report can be developed in any format to include any combination of data from the home screen. An example of this report is in the section titled "Custom Tailored Reports".

Record History							
Print Report...							
Barcode:		0000002					
Case Number:		123456789					
Action Type	ActionTimestamp	SysTimestamp	User Login	User Name	Location Code	Location Name	Box Loca
Edit	07/01/2004 4:28:46 PM	07/01/2004 4:28:46 PM	SYSTEM	SYSTEM			
Edit	07/01/2004 4:19:51 PM	07/01/2004 4:19:51 PM	SYSTEM	SYSTEM			
Transfer	07/01/2004 4:18:42 PM	07/01/2004 4:18:42 PM	SYSTEM	SYSTEM	A-1	Inner evidence - A-1	
Edit	07/01/2004 4:18:30 PM	07/01/2004 4:18:30 PM	SYSTEM	SYSTEM			
Transfer	06/08/2004 2:25:02 PM	06/08/2004 2:25:59 PM	SYSTEM	SYSTEM	CITY ATTY	City Attorney	
Transfer	06/08/2004 2:20:20 PM	06/08/2004 2:20:24 PM	SYSTEM	SYSTEM	BOX0002	432109765 - Case # , Vol. 2	B-1
Transfer	06/08/2004 2:19:51 PM	06/08/2004 2:19:55 PM	SYSTEM	SYSTEM	BOX0002	432109765 - Case # , Vol. 2	A-1
Transfer	06/08/2004 2:18:57 PM	06/08/2004 2:19:08 PM	SYSTEM	SYSTEM	SAFE - LOWER	Inner evidence - lower shelf	
Transfer	06/08/2004 2:16:47 PM	06/08/2004 2:16:48 PM	SYSTEM	SYSTEM	OFC DART	Ofc Dart	
Transfer	06/08/2004 2:05:33 PM	06/08/2004 2:06:07 PM	SYSTEM	SYSTEM	B-2	Inner evidence - B-2	
Transfer	06/08/2004 11:06:45 AM	06/08/2004 11:06:46 AM	SYSTEM	SYSTEM	A-2	Inner evidence - A-2	
Transfer	06/08/2004 10:14:22 AM	06/08/2004 10:14:26 AM	SYSTEM	SYSTEM	BOX0001	432109765 - Case # , Vol. 1	A-1
Transfer	06/08/2004 10:13:47 AM	06/08/2004 10:13:51 AM	SYSTEM	SYSTEM	BOX0001	432109765 - Case # , Vol. 1	DET COR
Transfer	04/20/2004 9:00:48 AM	04/20/2004 9:00:48 AM	SYSTEM	SYSTEM	B-1	Inner evidence - B-1	
Transfer	02/04/2004 5:07:28 PM	02/04/2004 5:09:28 PM	SYSTEM	SYSTEM	CITY ATTY	City Attorney	
Transfer	02/04/2004 5:01:30 PM	02/04/2004 5:01:31 PM	SYSTEM	SYSTEM	B-3	Inner evidence - B-3	
Transfer	02/04/2004 4:59:16 PM	02/04/2004 4:59:20 PM	SYSTEM	SYSTEM	BOX0001	432109765 - Case # , Vol. 1	DET COR

Security and Policy Management (Included):

The EvidenceOnQ system requires a valid User ID and password in order to log into the application. (The system will "lock" an account after a defined number of failed login attempts.) A system administrator is able to create groups and to grant or deny permission to certain functionality within the system to members of that group. A system administrator is also able to create users and to grant or deny permission to certain functionality within the system to an individual user. Ultimately, a user's permissions is an aggregate of their individual permissions as well as the permissions of their associated groups.

System policies can also be set for things such as Password Expiration, Minimum Password Length, Failed Login Attempts Allowed, and Strong Passwords. There is also an option for record-level security. This feature will provide administrators the ability to limit the transferring and/or view of certain records to certain users. This is done via new security group configuration options and by implementing a record filter based on the values of a single *Lookup* field. The Lookup field will be set in the FileOnQ Administrator Tool under "Application Administration."



Audit Trail Reporting (Included):

EvidenceOnQ automatically creates, stores, and updates a number of complete and unalterable audit trails for any activity logged by the system. There are three main audit querying, viewing, and reporting functions within EvidenceOnQ.

Transfer Audit Trail: This audit trail view provides a complete record of the movement for each item in the system. For audit purposes it automatically keeps track of the current location of an item, as well as every location the item has resided since it was created. The User Login and User Name of the person who transferred the item are also recorded by the system. The Host Name, Host IP, and the Windows User Login are recorded for each transfer transaction.

Transaction Time	System Time	User Login	User Name	Location Code	Location Name	Box Location Co
05/12/2003 15:50:06	05/12/2003 15:51:28	SYSTEM	SYSTEM	RELEASED/OWN	Released to Owner	
05/08/2003 13:21:34	05/08/2003 13:23:22	SYSTEM	SYSTEM	CITY ATTY	City Attorney	
05/08/2003 13:09:32	05/08/2003 13:09:35	SYSTEM	SYSTEM	A-2	Inner evidence - A-2	
05/08/2003 13:08:03	05/08/2003 13:08:08	SYSTEM	SYSTEM	BOX0001	432109765 - Case # , Vol. 1 of 4	A-2
05/08/2003 13:07:24	05/08/2003 13:07:31	SYSTEM	SYSTEM	BOX0001	432109765 - Case # , Vol. 1 of 4	CITY ATTY
05/08/2003 13:06:01	05/08/2003 13:06:03	SYSTEM	SYSTEM	DET BALES	Detective Bales	
05/08/2003 12:36:13	05/08/2003 12:36:13	SYSTEM	SYSTEM	B-1	Inner evidence - B-1	
05/02/2003 10:56:03	05/02/2003 10:56:39	SYSTEM	SYSTEM	CITY ATTY	City Attorney	
05/02/2003 10:28:24	05/02/2003 10:28:30	SYSTEM	SYSTEM	BOX0001	432109765 - Case # , Vol. 1 of 4	CITY ATTY
05/02/2003 10:27:32	05/02/2003 10:27:41	SYSTEM	SYSTEM	BOX0001	432109765 - Case # , Vol. 1 of 4	A-1
05/02/2003 10:26:51	05/02/2003 10:26:59	SYSTEM	SYSTEM	CITY ATTY	City Attorney	
05/02/2003 10:26:02	05/02/2003 10:26:02	SYSTEM	SYSTEM	DET BALES	Detective Bales	
05/02/2003 10:03:39	05/02/2003 10:03:40	SYSTEM	SYSTEM	A-2	Inner evidence - A-2	
04/29/2003 09:40:14	04/29/2003 09:40:45	SYSTEM	SYSTEM	CITY ATTY	City Attorney	
04/28/2003 06:13:53	04/28/2003 06:13:54	SYSTEM	SYSTEM	OFC DART	Ofc Dart	

Record History: The Record History provides a view of all actions taken regarding an item. This view shows all transfers (including digital signatures were applicable) and any changes (edits) made to any of the fields on the main tab, notes tab, or retention tab for a given item.

Record History
Print Report...

Barcode: 0000001
Case Number: 79647569

Action Type	ActionTimestamp	SysTimestamp	User Login	User Name	Location Code	Location
Transfer	6/12/2003 3:50:06 PM	6/12/2003 3:51:26 PM	SYSTEM	SYSTEM	RELEASED/OWN	Released
Transfer	5/12/2003 10:37:05 AM	5/12/2003 10:37:05 AM	SYSTEM	SYSTEM	A-1	Inner evic
Edit	5/8/2003 2:07:57 PM	5/8/2003 2:07:57 PM	SYSTEM	SYSTEM		
Edit	5/8/2003 2:04:21 PM	5/8/2003 2:04:21 PM	SYSTEM	SYSTEM		
Transfer	5/8/2003 1:37:25 PM	5/8/2003 1:37:25 PM	SYSTEM	SYSTEM	PURGE	Purge Loc
Transfer	5/8/2003 1:11:40 PM	5/8/2003 1:11:41 PM	SYSTEM	SYSTEM	B-3	Inner evic
Transfer	5/8/2003 1:08:03 PM	5/8/2003 1:08:08 PM	SYSTEM	SYSTEM	BOX0001	4321097E
Transfer	5/8/2003 1:07:23 PM	5/8/2003 1:07:32 PM	SYSTEM	SYSTEM	BOX0001	4321097E
Edit	5/8/2003 1:04:03 PM	5/8/2003 1:04:03 PM	SYSTEM	SYSTEM		
Transfer	5/8/2003 1:03:15 PM	5/8/2003 1:03:16 PM	SYSTEM	SYSTEM	B-1	Inner evic
Transfer	5/8/2003 12:36:10 PM	5/8/2003 12:36:10 PM	SYSTEM	SYSTEM	A-1	Inner evic
Edit	5/7/2003 10:42:01 AM	5/7/2003 10:42:01 AM	SYSTEM	SYSTEM		
Transfer	5/7/2003 10:37:44 AM	5/7/2003 10:40:31 AM	SYSTEM	SYSTEM	CITY ATTY	City Attor
Edit	5/2/2003 11:01:13 AM	5/2/2003 11:01:13 AM	SYSTEM	SYSTEM		
Transfer	5/2/2003 10:30:57 AM	5/2/2003 10:30:58 AM	SYSTEM	SYSTEM	A-2	Inner evic
Transfer	5/2/2003 10:28:24 AM	5/2/2003 10:28:30 AM	SYSTEM	SYSTEM	BOX0001	4321097E
Transfer	5/2/2003 10:27:31 AM	5/2/2003 10:27:41 AM	SYSTEM	SYSTEM	BOX0001	4321097E
Transfer	5/2/2003 10:26:50 AM	5/2/2003 10:26:59 AM	SYSTEM	SYSTEM	CITY ATTY	City Attor

Reason: Returned found property
Name: Steve England

Audit View: With the Audit View a user can query the system to find information about any activities that are audited within the system. Operations such as create, edit, transfer, and purge can be shown for items such as folders, locations, boxes, and lookups. Providing parameters, such as, date range, barcode, user login, or keyword, can filter this audit information further. The example below shows all items transferred by Joe Friday between the dates of December 1, 2001 and June 30, 2002.

Audit View

Items to show:
 All
 Folder
 Location
 Box
 Lookup

Operation to show:
 All
 Create
 Edit
 Transfer
 Purge
 Request

Filter:
 By Date
 From: 12/01/2001
 To: 06/30/2002
 Barcode:
 User Login: JFRIDAY
 Contains:

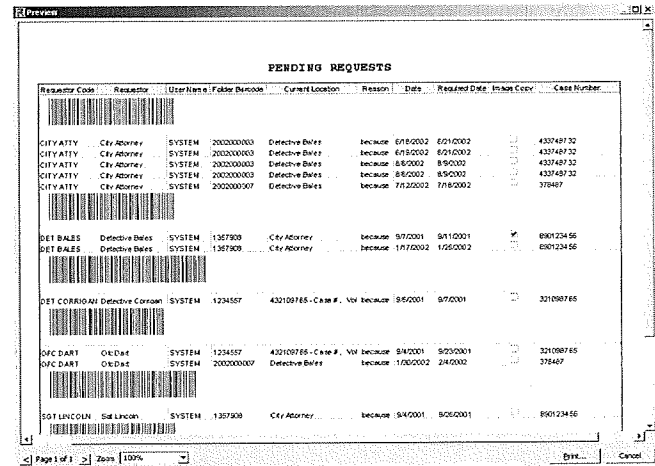
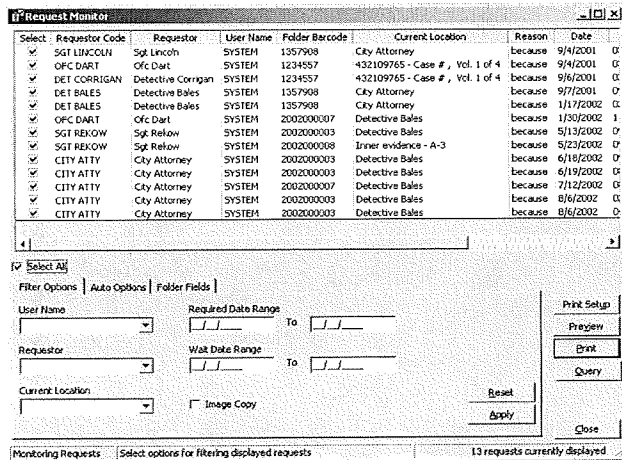
Find

Action Type	Item Type	Barcode/Code	Action Timestamp	System Timestamp	User Login	Name	Location Co
Transfer	Folder		6/12/2002 10:42:37 AM	6/12/2002 10:42:37 AM	JFRIDAY	Joe Friday	TBR
Transfer	Folder		6/12/2002 10:41:10 AM	6/12/2002 10:41:10 AM	JFRIDAY	Joe Friday	FILEROOM
Transfer	Folder		12/6/2001 2:07:25 PM	12/6/2001 2:07:25 PM	JFRIDAY	Joe Friday	TEMP-HOLI
Transfer	Folder		12/6/2001 2:06:56 PM	12/6/2001 2:06:56 PM	JFRIDAY	Joe Friday	TEMP-HOLI
Transfer	Folder		12/6/2001 2:05:14 PM	12/6/2001 2:05:14 PM	JFRIDAY	Joe Friday	TEMP-HOLI
Transfer	Folder		12/6/2001 2:04:18 PM	12/6/2001 2:04:18 PM	JFRIDAY	Joe Friday	TEMP-HOLI

6 audit records found...

Request Module (Included):

The Request Module gives officers the ability to submit a request to the evidence personnel for a variety of reasons. For example, it may be to pick up evidence for court, to check it out for viewing, or to authorize the release. The request is sent to the Request Monitor. This Request Monitor provides Property and Evidence Personnel the ability to view, sort and print receipts and/or "pick lists" in order to fulfill incoming requests. The Request Monitor can be configured to automatically print in-coming requests and receipts based on identified requestors and/or dates. The Request Monitor is designed to run in a non-modal form, meaning the Request Monitor can be left running in a separate window while your working in EvidenceOnQ or other applications. If an agency has the EvidenceOnQ eDocs module, requestors can simply request that an item or document be imaged and made available for viewing. This allows requestors to view the items from their desk top if they have the desktop client) . If an agency has our WebView module, requests can be made via the browser. Requests made for a specific item are documented in the chain of custody.



Work List Management (Included):

The Worklist feature allows users to create a collection of records they wish to group together to perform a task. New, cloned, or even queried records can be automatically or manually added to the Worklist. This feature allows users to group records for common tasks like printing barcode labels, batch transfers, batch edits and/or query reports. The individual user may use Worklist to save an ongoing list of records that need varying types of work/attention. Examples of work lists include evidence to be pulled for destruction, evidence waiting to go to the lab, items pending officer review, etc.

This collection is associated with a user's login and is preserved even if the user logs off. The Worklist window floats on top of the EvidenceOnQ application or may be minimized/hidden when working with other functions of the system.

Data Import & Export, Mapping & Validation (Included):

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The FileOnQ import utility allows records to be imported from one or more different outside data sources. This greatly reduces the amount of manual entry to be accomplished. EvidenceOnQ comes standard with a fully configurable import utility that can match field for field from any ASCII delimited data file, which is then imported into the EvidenceOnQ system. This can be done either as an unattended, automated, scheduled import, or an import on demand to create or update records in EvidenceOnQ. The export utility allows users to create, save, and run any number of export routines. Any data can be exported from the FileOnQ database.

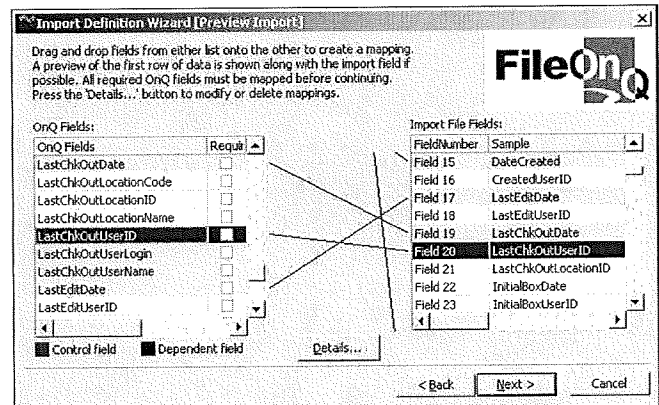
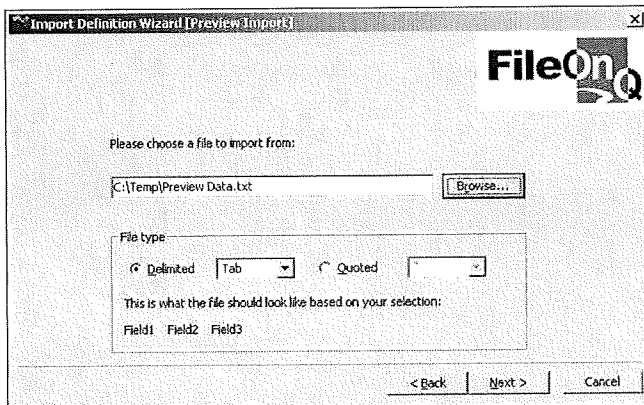
Imports can be for the purpose of a one-time conversion, such as converting the data from an existing database or spreadsheet; or as an on-going daily process for adding new or updating existing records within EvidenceOnQ from another third-party application. The import utility also provides field data type validation, duplicated record validation, and data validation. To ensure data integrity, the import utility enforces the same data entry rules established by an application's unique Profile. Import routines can also be run manually or as a scheduled background event.

If a customer chooses to setup an importing process between FileOnQ and another third-party application, they would be responsible for providing an ASCII delimited file(s) containing the fields they wish to import into EvidenceOnQ. We will then setup a mapping between EvidenceOnQ output file(s) utilizing the Import Definitions Wizard.

The resulting Import Definition(s) can be run manually by an end user or as a scheduled, unattended event.

All imports run, whether manual or unattended, produce a log file. Any records that fail the import validation process (criteria set up for clean data) will be listed in the log. All import logs are stored with a date and time stamp and can be viewed through the Import Log View.

FileOnQ will assist your agency in setting up the import or your old data. It is the responsibility of the agency's IT division to perform the actual import and clean up the records. FileOnQ can perform this task if the agency does not have sufficient IT support or resources. An estimate for this data import can be provided and incorporated into their proposal.



Standard & Custom Reports (Included):

EvidenceOnQ provides virtually limitless reporting capabilities. Information needed for monthly or annual statistics, special circumstances, and audits are retrieved with a simple click of the mouse.

- EvidenceOnQ comes with **eight standard reports** that allow users to create an **almost unlimited number of variations**. These are designed for the day-to-day reporting and management of your property and evidence inventories.
- Also provided with the system are **five custom tailored reports**; Property Report, Notification Letter, Chain of Custody, Checkout Receipt and the PropertyRoom.com Manifest (when customer uses PropertyRoom.com as their online auction service).
- EvidenceOnQ also provides the customer the ability to name, save and run virtually any custom report or form from within EvidenceOnQ. **The customer can author fully customized reports and Forms** with their own crystal report writer, or can hire FileOnQ Professional Services to develop them.

Standard Reports (Included):

Query Report - The query report is the ability to produce a printed report as a result of any query or search. The query report is a standard format including columns of data. After the results of a query are displayed, the user can then choose to print a query report. The information printed on this report is variable, depending on what the user needs. For example, if the query was for guns, the user may choose make, model, caliber, SN, case number, etc. on the printed report. However, if the query was for narcotics, the user may choose drug type, weight, case number, officer, suspect, etc. This Query report is especially helpful when combined with **custom queries** that have been built and saved, such as statistics. With the unlimited search capabilities of custom queries, combined with the variable data on the query report, the EvidenceOnQ system can produce any information the user needs.

Inventory Report - The Inventory Report provides the user a list of what is currently assigned to a specific location or locations. The report contains the specific information requested by the individual running the report. For example, the user may only want the case number, the item number, and the description of the item and choose only that information to be displayed on the report.

Audit Report - The audit report provides a list of all items in a current location or combination of locations, and includes the audit trail (the creation, edit or transfer of the item) for each item in that location. The audit trail can be requested for a specific period of time, for example in the last week or the last year.

Items Out Report - The Items Out Report provides items that are checked out of their assigned home location. For example, the assigned home location is Bin 10, but the current location is "out to court". This item would appear on the Items Out Report.

Request List Report - The Request List Report lists the items with pending requests and the required action associated with each request. For example, an officer may request 12 items for court next week. These items would appear on the Request Report showing the specific request, the requestor, and the date and time needed, the reason, and the current location of that item(s). The Request List Report can be sorted based on any number of criteria desired.

User Report - The User Report shows a list of all authorized users in EvidenceOnQ and their associated permissions.

Classification & Retention Code Report - The Classification & Retention Report lists all of the classification codes and corresponding retention requirements that have been entered into the EvidenceOnQ system. Existing codes & retention requirements can be imported from existing sources or manually entered into the system. After initial set up, applying retention is automated through the classification code selection.

Retention Review Report - The Retention Review Report lists all the items that have a retention code assigned to them. The user selects a specific date range when running the report, requesting all items that are eligible for review and possible action (purge, auction, destruction, return to owner ect...) within a designated time period.

Custom Tailored Reports (Included):







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These custom reports are produced after performing any type of query, making them the most dynamic and versatile. The user will first query the database for the desired items. A few examples of these queries are:



1) all items received during a specific time period; 2) all Smith & Wesson guns submitted by a specific officer 3) all narcotics destroyed last year. With the unlimited criteria of queries, there is no limitation to the reports that can be run. The results of the query would then print out in the report examples below.

Prior to your EvidenceOnQ system being installed, the customer can request minor modifications to these reports, such as including additional header information, an agency logo, or adjustments to the orientation of the report (portrait vs. landscape). Extensive modifications, or entirely new reports can be created for an additional charge.

Property Report - lists the property associated with a case and corresponding unique barcode and pertinent information for each item. This report is often attached to the case report produced by the submitting officer. If needed for later investigation, it is simple to retrieve the complete record from the EvidenceOnQ database just by scanning the barcode printed next to each item's description.

Property Report			
Case Number: 97-1			
Submitting Officer: Woerpel, Dennis (250)			
BarCode	Item #	Item Type	Description
 200600021	1	PURSE/WALLET/ BACKPACK	BROWN LEATHER WALLET AND CONTENTS
 200600022	2	CLOTHING	1-BROWN/YELLOW PLAID SHIRT
 200600023	3	CLOTHING	1-PR BLUE JEANS
 200600024	4	CLOTHING	1-PR NIKE TENNIS SHOES
 200600025	5	CLOTHING	1-PR BLUE THONG UNDERWEAR
 200600026	6	SEXUAL ASSAULT KIT	SA KIT FROM SUSPECT


Notification Letter - is generated from EvidenceOnQ listing the property available to be released to the owner. The text of this letter is supplied by the agency upon initial setup. When the owner brings the letter to claim the property, scanning the barcode printed in the letter ensures the correct item will be returned and automatically noted with the time and date stamp, in the EvidenceOnQ database.


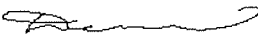
DAVID ERICKSON 215 CHURCH ST OSHKOSH, WI 54903	April 03, 2007
<u>Reference</u>	Case Number: 06-113 Property Status: Evidence
The property listed below is now available for release by the Police Department:	
ItemDescription	
AUDIO/VIDEO EQUIPMENT FUJI DIGITAL CAMCORDER	 200600007
AUDIO/VIDEO MEDIA BOX OF DVDS	 200600008
If you wish to claim this property, please call to make an appointment with the Property Officer. Property will not be released without an appointment. You must have this letter with you when you arrive to claim your property.	
<i>If the property is not claimed within 30 days of the date of this letter, it will be disposed of according to law.</i>	
Sincerely,	
Property Officer	

Chain of Custody - can be produced for one or more items in a case. Each item is listed separately with the dates and times of all movement of the item. The name of the person transferring the item and the location to which it was transferred are shown. When a signature is captured to verify the item left the evidence room, that signature will also be printed on the report.

CHAIN OF CUSTODY

CASE #: 97-1	EVENT DATE/TIME: 12/20/2006 0314
CASE TYPE: SEXUAL ASSAULT	EVENT ADDRESS: 4876 N 42ND ST
CASE OFFICER: Woerpel, Dennis (250)	

 <small>200600025</small>	ITEM #: 5 CLOTHING
RECOVERY LOCATION:	RECOVERED BY: Woerpel, Dennis (250)

Date/Time	Logged in User	Item moved to this Location
12/29/2006 10:48:42AM	Dennis Woerpel	Intake
1/2/2007 9:22:43AM	Dennis Woerpel	Temp Locker 01
1/2/2007 9:27:47AM	Dennis Woerpel	SHELF 1
1/12/2007 2:57:38PM	Dennis Woerpel	CRIME LAB 
1/15/2007 8:43:22AM	Dennis Woerpel	Intake
1/18/2007 10:32:33AM	Dennis Woerpel	RECEIVING LOCKER 1
1/30/2007 9:49:51AM	Dennis Woerpel	Destroyed 

Case Closed - PER INV. OFFICER DENNIS WOERPEL




End Chain of Custody for Item #: 5 related to Case # 97-1

Printed from EvidenceOnQ 04/03/2007 Page 2 of 3


Transfer Receipt – A transfer receipt can be generated by the system when evidence is released or transferred with a signature. The receipt can be given to the party you are releasing it to or put in the case file to maintain the paper documentation. The check out receipt is an option at the time of the signature transaction. If no receipt is needed, simply select "no" and the system will not generate it. Regardless of whether the receipt is printed or not, the signature is made a part of the permanent, unalterable chain of custody and can be printed out at any time in the future if the need arises.

**Hopewell Bureau of Police
Property and Evidence Receipt**

Item(s) being transferred to Location: LAB - LAB-DIVISION OF FORENSIC SCIENCE








 <small>9907653</small>	Item: AMMUNITION / SPENT CASING(S) Case #: 2006003248 Item#: 12 BULLET
 <small>9907652</small>	Item: AMMUNITION / SPENT CASING(S) Case #: 2006003248 Item#: 11 BULLET
 <small>9907654</small>	Item: AMMUNITION / SPENT CASING(S) Case #: 2006003248 Item#: 13 BULLET

Reason: LAB / TO STATE LAB
 Comment: Further investigation ordered by District Attorney



Signed by: Trenton Alloway 6/12/07 1:59 pm

PropertyRoom.com Manifest - EvidenceOnQ can automatically generate the PropertyRoom.com Auction Manifest, which is available to those agencies using PropertyRoom.com as a **Consent Agenda - 5** Also using EvidenceOnQ **you no longer need to print separate bar codes for auction.** We will set up your evidence barcode label to meet both your internal requirements and the requirements of PropertyRoom.com.

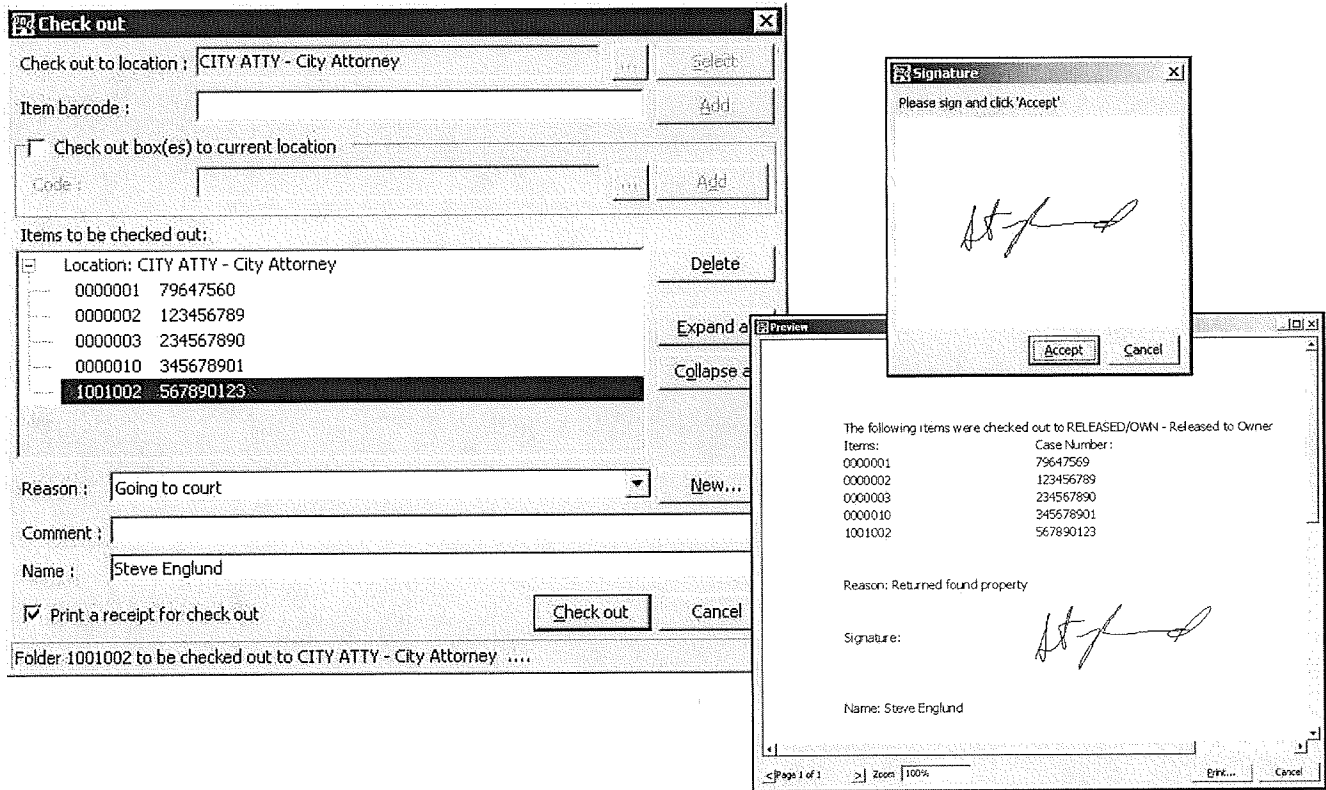
Property Auction Manifest					
Name of Department		Odessa Police Department		06/12/2007	
Pickup Address		205 N. Grant Odessa TX 79761		Page 1 of 1	
					
Line #	Qty.	Description	Serial #	Your Reference Numbers	PR Barcode (SKU)
1	1	Bicycle/Tricycle - Cannondale 27-speed	obliterated	112208	
2	1	Bicycle/Tricycle - Schwinn Mountain bike - 18 speed Blus, seat missing	123456787654321	112201	
3	1	Camera/Related Equipment - Canon AE-1	AE1-60095237	112202	
4	1	Furniture/Furnishings - Imperial Brown Leather Recliners		112203	
5	1	Motorcycle/Moped - Honda VLX Red & chrome, with black leather saddlebags	600-09937227 VL	112206	
6	1	Motorcycle/Moped - Suzuki Marauder	990004873797423	112207	
<p>Manifest Detail Verified</p> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <input type="checkbox"/> All Picked Up <input type="checkbox"/> All Picking Complete (Print Detail File at http://odessa.police.tx.gov/manifest/) </div> <p>Received From: _____</p> <p>Driver Acceptance: _____</p> <p>ID Check Required <input type="checkbox"/> ID Checked <input type="checkbox"/></p> <p style="text-align: right;">Printed from EvidenceOnQ®</p>					

Additional Customized Reports and Forms (Available from FileOnQ Professional Services):

EvidenceOnQ **Customized Reports and Forms** authoring capability allows for the production of unlimited custom reports that can be saved and run at any time. This function allows the integration, central storage, and distributed execution of reports authored with the Crystal Reports 8.5 report generator. These reports can be totally customized, written by the customer or by FileOnQ Professional Services, at a reasonable charge, with quick turnaround. The reports can be integrated into the application's database, named in the reports menu and then produced from any authorized desktop workstation, with the click of your mouse. These reports may include an exact emulation of an existing form or report, highly customized property reports, court orders, and/or crime lab submission forms. This feature allows the system to produce a form or report that you normally have to generate by hand. This is another definitive time saving feature of EvidenceOnQ.

Signature Capture Module (Included)







The EvidenceOnQ Signature Capture Module is an optional module for the capturing of a digital signature involved in the transfer of evidence. This feature allows a department to eliminate the need to hand-write receipts to owners or maintain signatures on a paper trail for chain of custody. Regardless of how many items are being released, only one signature is required. The system captures the digital signature and stores it as part of the chain of custody. An item receipt may be printed out at the end of each transaction, when required. A Topaz Signature Gem LCD 4x3 signature pad is used with EvidenceOnQ Signature Capture.



eDocs & Imaging Module (Included):

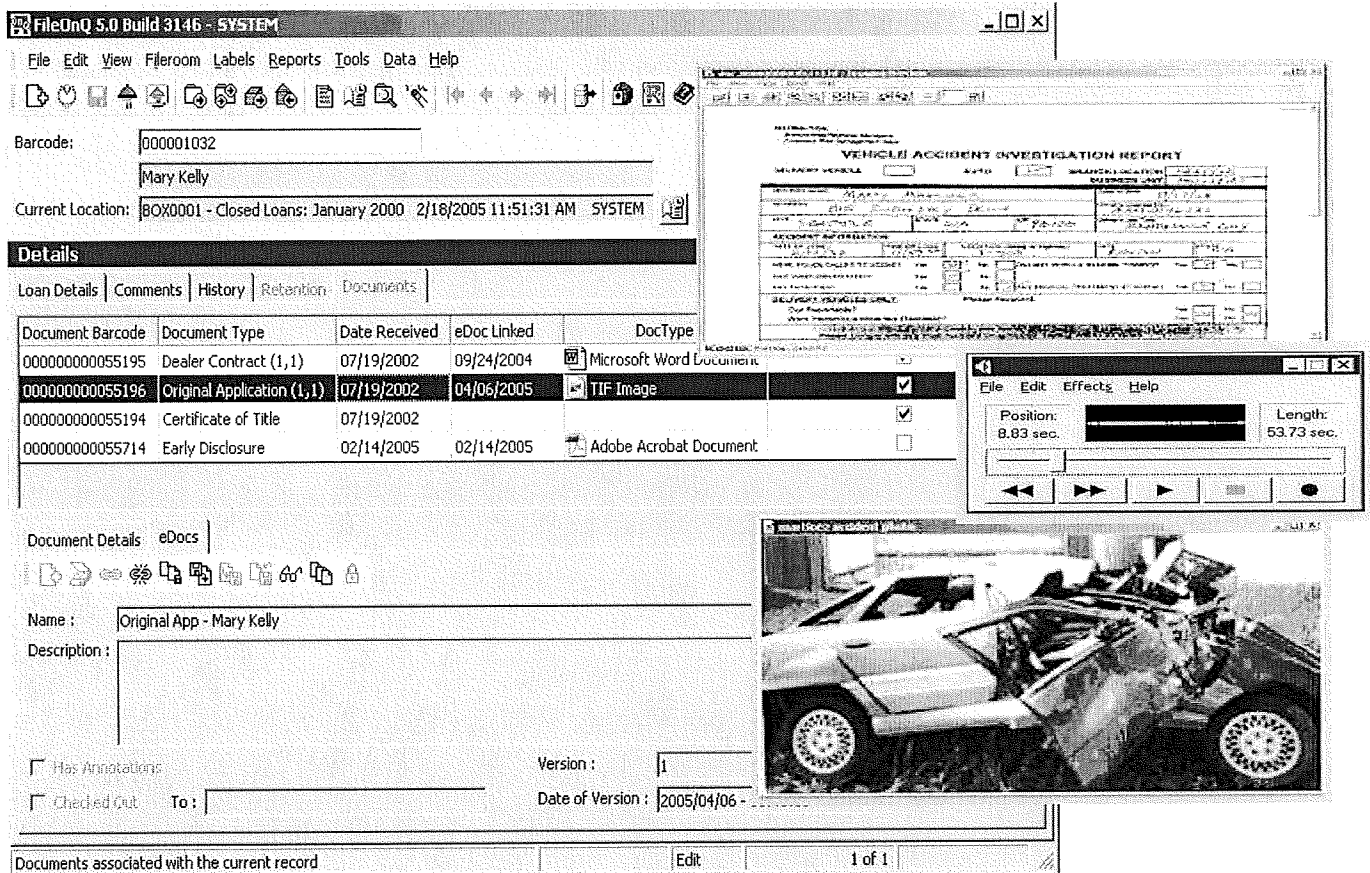
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With the eDocs module, documents that are in electronic format such as scanned images, digital pictures, Word, Excel, PDF ... virtually any electronic document can be stored and viewed from within the Document Collection module. Even digital audio or video clips can be managed within the eDocs module. eDocs provides is the ability to:

-  Link and view audio and/or video clips (i.e. 911 calls or witness statements)
-  Attach digital photos of crime scenes
-  Scan reports for quick retrieval and viewing
-  Provide templates for standard letters such as "Found Property"
-  Produce a form for tracking a history of drug weights throughout the chain of custody
-  Capture an image of signed paper documents

eDocs utilizes a designated, shared folder or SQL database on the user's network to store these electronic documents. When a user double-clicks a document icon, or the View button for a document, the eDocs system communicates with the Windows OS telling it which application to open in order to view that document.

By clicking a Microsoft Word document, eDocs uses the native application, in this case Word, to open and view the document. Any document type can be linked and stored in the eDocs system and any type of document can be opened, if the user has the proper application to open it.











The screenshot displays the FileOnQ 5.0 Build 3146 - SYSTEM interface. The main window shows a document list with the following data:

Document Barcode	Document Type	Date Received	eDoc Linked	DocType
00000000055195	Dealer Contract (1,1)	07/19/2002	09/24/2004	Microsoft Word Document
00000000055196	Original Application (1,1)	07/19/2002	04/06/2005	TIF Image
00000000055194	Certificate of Title	07/19/2002		
00000000055714	Early Disclosure	02/14/2005	02/14/2005	Adobe Acrobat Document

Overlaid on the interface is a "VEHICLE ACCIDENT INVESTIGATION REPORT" form. A video player window is also visible, showing a position of 8.83 sec and a length of 53.73 sec. A thumbnail image of a damaged white car is shown in the bottom right corner of the interface.







In addition to adding electronic documents or scanning paper documents through the eDocs Tab, users can also perform the following actions on documents: **Consent Agenda - 5**

-  **Link** -- Links an electronic or scanned image that is in the eDocs repository but not associated (or linked) to a specific document within a folder.
-  **Unlink** – Unlinks an electronic or scanned document that is currently associated (or linked) to a specific document within a folder. The resulting unlinked document will continue to reside in the eDocs repository where it is available to be linked to another document or deleted from the eDocs repository.
-  **Get Latest** – This will make a copy of the most current (or latest) version of a document into a user's designated local check out folder.
-  **Check Out** – Makes a copy of the most current version of a document into a user's designated local check out folder for the purposes of editing or updating that document. Therefore, in order to control document versioning, other users can only view documents that are checked-out by other users.
-  **Check In** – Puts a copy of the most current version of a document after a user is finished editing or modifying it. FileOnQ automatically keeps track of version numbers, the date and time a document was checked back in, and the user who modified that document. Once a document has been checked back in it is available to be checked out by another user.
-  **Undo Check Out** – "Puts back" a checked out document without saving any modifications or edits, and therefore, without changing the version number. Once a document has been "put back" it is available to be checked out by another user.
-  **View** – Allows a user to view an electronic document or scanned image without being able to modify or edit it in any way. The system allows for multiple users to view a document at the same time.
-  **Show History** – Shows the complete history of a document. Events such as Linking, Check In, and Check Out are automatically recorded by the system. The details of each of these audited actions includes; Date and time, User Login, User Name, Operation, Document Name, Version & Comment.

Maintenance and Support

Maintenance and Support is provided with your system for 12 months from system installation and **provides free in-version upgrades, telephone and online support and training.** When a support need arises, whether just a matter of training or desire for deployment of additional functionality you will appreciate our direct line of via our 800 number as well as our live On-Line Web Support Meeting Center. Whether your future needs are upgrades, maintenance, or online training, our on-going support is part of our team commitment to your satisfaction.

Support:

-  Free Customer telephone support
-  Free Customer e-mail support
-  Free use of live on line meetings for troubleshooting and refresher training
-  After hours emergency support
-  On-site support available at a discounted hourly rate plus travel expenses
-  Limited emergency hardware loaners

Product Maintenance:

FileOnQ invests hundreds of thousands of dollars each year to enhance and improve our products. With annual maintenance and support our customers receive these in-version improvements and enhancements totally free of charge.

Of course customers must pay for new modules, additional seats and new product versions. However, customers on the annual maintenance and support contract are routinely provided with deep discounts for new products being introduced! Customers report to receive huge value & ROI from FileOnQ maintenance and Support.

Support Contact Information:

-  **Email:** Support@fileonq.com
-  **Phone:** 1-800-603-6802 select 4 from the menu

At FileOnQ we are committed to do everything necessary to ensure you our customer is completely satisfied with our product and support.

EvidenceOnQ customers overwhelmingly agree that the ongoing maintenance, support and training, improves their system use and departmental productivity to the extent that the investment pays for itself several times over.

Software, Hardware and Professional Services to be provided

Gig Harbor Police Department

The following are the proposed software, hardware and professional services that will be provided to meet your Department's implementation requirements.

QTY.	Software Licenses and Seats Description:
1	EvidenceOnQ 5.1 Application Software License: Single Database/Application for up to 100,000 Records/Items, Utilizing SQL Server Database (provided by customer)
3	Concurrent Desktop Client Seat Licenses Included
1	Retention Module
1	Container/Box Content Management Tracking Module
1	Signature Capture Module
1	eDocs module & eDocs SQL server connector
	Equipment:
1	Zebra TLP 2844 Barcode Label Printer
1	Symbol wireless scanner
1	Topaz T-LBK755 Signature Pad with 4X3 LCD
4	Roll of 1,100 thermal transfer labels
4	Thermal transfer printer ribbon
1	Videx portable scanner with docking station
	Professional Services:
1	EvidenceOnQ Tailored Application Configuration
2	Days On Site Installation & Training, travel and per diem: Installation Includes EvidenceOnQ Application Server, 3 Desktop clients, and hardware.
5	Custom Tailored Reports: Property Report, Notification Letter, Chain of Custody, Checkout Receipt & PropertyRoom.com Manifest (included for those using PropertyRoom.com)
1	Initial Data Import Assistance (Data Conversion and Clean Up Not Included)
1	Annual Maintenance and Support for Twelve Months Following Installation



EvidenceOnQ _____ System Investment, Implementation & Use Options

This offer effectively delivers and fully implements the total EvidenceOnQ Solution and **requires NO money from your departments' budget.**

You will receive from FileOnQ the EvidenceOnQ Property and Evidence Management Solution as outlined on the previous pages including:

- ❖ Software
- ❖ Equipment
- ❖ Installation
- ❖ Training
- ❖ Ongoing Support

The following is an overview of the Premium Licensing, Maintenance and Support Plan:

Upon your authorization and directive required by this premium licensing, maintenance and support plan, PropertyRoom.com will retain all the Net Owners proceeds of auctioned items, for the auction and disposition of personal property, and will remit such proceeds to FileOnQ. Said proceeds will be payment for the implementation and continued use of the EvidenceOnQ system, all maintenance and support, upgrades, and continued training. As part of this agreement, the Gig Harbor Police Department will use PropertyRoom.com as its sole auction source for the purging and auction of items made available for auction and/or sale.

Our guarantee:

We at FileOnQ are so confident and committed to delight our customers with their EvidenceOnQ Solution that if you decide the system is not doing the job you intended it to do, for any reason, you can delete the software from your server and any desk tops, return any installable software, documentation and equipment, provided by FileOnQ, and simply request that PropertyRoom.com no longer direct any auction proceeds to FileOnQ.

To execute this Premium Licensing, Maintenance and Support Plan please sign that following page and return to FileOnQ. Also send to PropertyRoom.com, Inc the attached "Allocation of Proceeds" letter on your company letterhead with a copy to FileOnQ. **Consent Agenda - 5**

Premium Licensing, Maintenance and Support Plan Agreement & Acceptance

This agreement is between the City of Gig Harbor, a Municipal Corporation (herein after referred to as "Customer"), and FileOnQ, Inc, (herein after referred to as "FileOnQ"). FileOnQ agrees to deliver, install, train and support the EvidenceOnQ Property and Evidence Management System detailed in the referenced proposal dated August 5, 2008. Customer hereby verifies that it has authorized and directed PropertyRoom.com, Inc, (see attached directive) to retain and submit to FileOnQ the total net owner proceeds (less any surcharges) from the Property Disposition Services Agreement with Gig Harbor Police Department, for Property that is solely obtained from the Property and Evidence Unit of the Gig Harbor Police Department, for the implementation, use, and ongoing maintenance and support of the EvidenceOnQ system.

The Customer verifies that it will use PropertyRoom.com, as its sole auction source for the purging and auction of items made available for auction and/or sale from the Property and Evidence Unit of the Gig Harbor Police Department.

If the contract between the Customer and PropertyRoom.com is discontinued, the customer has the right to purchase the EvidenceOnQ system from FileOnQ, Inc. Customer will pay the remaining balance of \$8,900.00 plus applicable sale tax. The total auction proceeds received by FileOnQ to date from PropertyRoom.com will be deducted from the original cost of \$8,900.00 with the remaining balance due 30 days after the Customer discontinues the contract with PropertyRoom.com.

If the Customer determines, at their sole discretion, they do not want to use the EvidenceOnQ system any further, the Customer will notify FileOnQ with 30 days written notice. The customer will then delete the Evidence OnQ software from all servers and any desktops and return any equipment, installable software and documentation to FileOnQ.

The Customer and FileOnQ accept the terms and conditions of this agreement outlined herein.

City of Gig Harbor

FileOnQ, Inc.

Authorized Signature

Kim M. Webley, President

Print Name and Title

Date

Date

Addendum B: Property Disposition Services Agreement with PropertyRoom.com

From: City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To: Property Room.com Inc.
26421 Crown Valley Parkway
Suite 200
Mission Viejo, CA 92691

Re: Allocation of Property and Evidence of the Gig Harbor Police Department Net Owner Proceeds from Property Disposition Services Agreement Between PropertyRoom.com, Inc. and Gig Harbor Police Department (Owner).

In consideration of the Owner's election to accept installation, implementation, use and support of the EvidenceOnQ Property and Evidence Management software System provided by FileOnQ, Inc, herein after referred to as FileOnQ, Owner authorizes and directs PropertyRoom.com, Inc. to retain and submit to FileOnQ Owners total net owner proceeds, less any surcharges, from the auction and disposition of property, solely obtained from the Property and Evidence Unit of the Gig Harbor Police Department, beginning June 1, 2009 for the duration of the auction contract or until otherwise notified by Owner. When available proceeds from the sale of surplus property will be submitted to FileOnQ, Inc at the address listed below for the ongoing use, maintenance, support, training, and upgrades of the EvidenceOnQ system.

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Authorized Signature

Printed Name and Title

CC: FileOnQ, Inc.
Attn: Business Development
832 Industry Drive
Tukwila, WA 98027

System Requirements

Networked Configuration Requirements		
	Server	Client
Processor	Pentium II 900 MHz or higher	Pentium II 500 MHz or higher
Memory	512 MB or more (1 GB recommended)	256 MB or more
Hard Disk	400 MB or more	100 MB or more
Drive	CD-ROM	
Display	SVGA (1024x768) or higher	SVGA (1024x768) or higher
Operating System	Windows 2000/XP/2003	Windows 98SE/2000/XP
Software	Microsoft SQL Server 7.0 or 2000 (if using SQL Server database)	
Network Operating System	Windows Networking using TCP/IP, UNC, And Name Resolution	Windows Networking using TCP/IP, UNC, and Name Resolution

Stand-Alone Configuration Requirements	
Processor	Pentium II 900 MHz or higher
Memory	512 MB or more
Hard Disk	400 MB or more
Drive	CD-ROM
Display	SVGA (1024x768) or higher
Operating System	Windows 98SE/2000/XP
Software	Microsoft SQL Server 7.0 or 2000 (if using SQL Server database)

WebView Server Requirements	
Processor	Pentium II 900 MHz or higher
Memory	512 MB (1 Gb recommended)
Hard Disk	200 MB or more
Drive	CD-ROM
Display	SVGA (1024x768) or higher
Operating System	Windows 2000 SP1/XP/2003
Software	Internet Information Server 4.0 and SQL Server 2000 Processor License or SQL Server 7 with Internet Connector

TERMS AND CONDITIONS

1. **Property to be Sold.** From time to time, Owner will designate items of personal property (the "Property") that it desires to provide to PRC for Disposition Services. PRC retains the right to accept or reject certain items in its sole discretion.
2. **Title.** Owner shall retain legal title to the Property until it is purchased by auction or otherwise disposed of in accordance with this Agreement at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the item of Property (the "Buyer"). Owner appoints PRC as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owners right, title and interest in and to Property sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to PRC's right to PRC's Net Proceeds and funds attributable to credit card processing costs and other transaction costs. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner.
3. **Method of Selling Property.**
 - a. **Portable Property Items.** PRC will, on Owners behalf, pick-up, store and list Property for sale by auction to the public on the internet on one or more domain names selected by PRC. To the extent that any Property is not sold by auction, PRC may, in any commercially reasonable manner selected by PRC, dispose of Property. PRC will determine all aspects, terms and conditions of auctions of Property and dispositions of Property not purchased at auction, subject to the ultimate control of Owner. PRC will be responsible for all phases of submitting the Property for auction, including, but not limited to, determining when Property will be auctioned, setting the opening and reserve prices of Property, if any; determining the selling price, setting the length of time Property will be auctioned; creating text and graphics to describe and depict Property submitted for auction; collecting Buyer information (such as name, billing address, shipping address, and credit card information); approving Buyer credit card purchase transactions; and collecting auction proceeds for completed sales from Buyers. PRC shall use reasonable commercial efforts in auctioning and selling the Property on the Internet and disposing of Property that does not sell at auction. PRC shall sell and dispose of all Property "as is" without any liability to the Owner. PRC is solely responsible for identifying and resolving sales and use tax collection issues arising from Property sales, including the necessity of charging and collecting such taxes.
 - b. **Large Property Items.** PRC will, at Owner's request and on Owner's behalf, list physically large Property ("Large-Items") for sale by auction, including but not limited to cars, trucks, boats, planes and bulk lots of bicycles. For Large-Items, PRC offers Owner different selling options ("Silver," "Gold," "Gold-Plus" and "Platinum"), each with different service components and associated pricing.
 - (1) **In-Place Options.** For Silver, and Gold, PRC will auction Large-Items in-place, and in this context, "in-place" means that PRC will not pick-up and store these specific Items but rather Owner will maintain physical control until transfer of Items to Buyers.
 - (2) **Haul-away Option.** For Platinum, PRC will, in conjunction with a partner and to the extent practical, pick-up and haul-away Large-items, selling via online auction and transferring title and physical possession to Buyers as described in Portable Property Items.
 - (3) **Large-Item Service Summary.** The Large-Item Auction Services Option Table below depicts service components associated with each option.

Method of Selling Property: Large-Item Auction Services Option Table

Service Component	Responsible Party (if applicable)			
	Silver	Gold		Platinum
1. List Large-Item for In-Place online auction	PRC	PRC		
2. Checklist review and coordination	PRC	PRC		PRC
3. Listing write-up and marketing	PRC	PRC		PRC
4. Auction and auction technology management	PRC	PRC		PRC
5. Customer Support to Bidders	Owner	PRC		PRC
6. Coordinate Buyer payment and Large-Item pick-up	Owner	PRC		PRC
7. Transaction (payment) processing	Owner	PRC		PRC
8. Photographing, vehicle review, equipment description	Owner	Owner		PRC
9. Provide or procure asset title, as applicable	Owner	Owner		Owner*
10. Pick-up and haul-away for off-premises online auction				PRC

* At Owner request, PRC will acquire title through its partner and pass-through title acquisition cost.

4. Term and Termination.

- a. This Agreement will become effective as of the Start Date and will continue for an initial term of one (1) year (the "Initial Term") following the "Launch Date" (as defined herein) and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.
- b. As used herein, "Launch Date" shall mean the date on which PRC completes the first auction of Owner Property.
- c. This Agreement may be terminated if there is a breach by either party of any obligation, representation or warranty contained in this Agreement, upon thirty (30) days prior written notice to the other party unless the breach is cured within the thirty (30) day period, provided, however, if the breach is not capable of being cured within thirty (30) days, the breaching party will have a reasonable amount of time to cure the breach if it begins to cure during the thirty (30) day period and proceeds diligently thereafter. The written notice will specify the precise nature of the breach.
- d. The rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
- e. Notwithstanding any termination by either party of this Agreement, PRC will continue to remit amounts due to Owner under this Agreement in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by PRC or returned to Owner, at Owner's election and cost.

5. Allocation of Sales Proceeds.

a. Portable Property Items

- (1) **Sales Price.** The total amount paid by Buyer shall be called the "Sales Price." The Sales Price shall include the winning bid amount (the "Winning Bid") and all costs, shipping and handling charges, taxes, and insurance costs associated with the transaction and paid by Buyer.
- (2) **The Split.** For each item of Property, Owner will be credited with 50% of the first \$1,000 of the Winning Bid and 75% of the Winning Bid portion, if any, that exceeds \$1,000. From this amount, the Owner's pro rata share of transaction fees (the "Processing Costs"), if any, will be deducted.
- (3) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties IF they sent the winning bidder to the website), will be borne by Owner and PRC in proportion to the percentage of the revenue credited to the parties for each underlying transaction.
- (4) **Net Proceeds.** Amounts received by the Owner will be called "Owner's Net Proceeds".

Portable Item Example. The following example illustrates allocation of proceeds from a Portable Property Item sale. Assume an item of Property sells at auction for a \$100 Winning Bid; the Buyer pays shipping and handling of \$10, insurance of \$2, and sales tax of \$6. The Buyer pays the Sales Price of \$118.00 (\$100 + \$10 + \$2 + \$6) by credit card, and the Credit Card Cost is 3% of the Sales Price or \$3.54 (0.03 x \$118) and the Affiliate Fee is 4.8% or \$4.80 (0.048 x \$100). The Owner and PRC each share 50% of the

underlying Winning Bid, therefore Credit Card Costs and Affiliate Fees are also shared equally, \$1.77 each (\$3.54 ÷ 2) for Credit Cost and \$2.40 each (\$4.80 ÷ 2) for Affiliate Fees. The Owner’s Net Proceeds are \$45.83 (\$50.00 less \$4.17). Note: less than 1 out of 10 transactions include Affiliate Fees.

- (5) **Fuel Surcharge.** The Company does NOT charge pick-up fees. Instead, a fuel surcharge applies per Portable Item manifest when diesel prices rise above a specific level as shown in the Fuel Surcharge Schedule below. The Company benchmarks average diesel retail prices as published online by the Energy Information Administration of the US Department of Energy and resets its fuel surcharge quarterly based on pricing from the prior quarter. Fuel surcharges, if any, deduct from monthly Owner’s Net Proceeds.

Fuel Surcharge Schedule

Retail Diesel (per gal)	Fuel Surcharge*
Less than \$2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60
\$ 4.50 to \$ 4.99	\$ 62.00
\$ 5.00 to \$ 5.49**	\$ 74.40

* Divides across locations and/or sub-accounts picked-up same day
 ** Table continues upward at same rate

- (6) To the extent that Property is not sold by Auction and PRC disposes of Property in a commercially reasonable manner (see “Method of Selling Property” section), including, but not limited to, sending to a charity, recycling center, landfill, or scrap metal processor, Owner understands and agrees to the following.
 - (a) When Property is not sold by Auction, PRC disposition activities create additional PRC processing costs (the “Disposal Costs”) and potentially a disposition Sales Price (the “Disposition Proceeds”).
 - (b) Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
 - (c) Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
 - (d) PRC will bear the burden of Disposal Costs.
 - (e) PRC will retain Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case PRC will credit Owner a portion of Disposition Proceeds per “The Split” and “Example” above.

b. Large- Items.

- (1) **Sales Price, Processing Costs and Net Proceeds.** Calculated in a manner directly analogous to Portable Items.
- (2) **The Split.** For each Large-Item of Property, Owner will be credited with a percent of the Winning Bid which varies according to the Large-Item service option employed.
 - (a) **Silver.** Owner will be credited with 100% of the Winning Bid and PRC will charge Buyer a 15% Buyer’s Premium.
 - (b) **Gold.** Owner will be credited with 95% of the Winning Bid and from this amount, the Owner’s pro rata share of the Processing Costs, if any, will be deducted. PRC will charge Buyer a 15% Buyer’s Premium.
 - (c) **Platinum.** Owner will be credited with 70% of the Winning Bid less any title pass-through fees from PRC partner.

Large-Item Example. Assume a Large-Item sells at auction for a Winning Bid of \$1,000.00, and with no shipping or handling charges yields a \$1,000.00 Sales Price. For the Silver, and Gold options, PRC collects and retains a 15% Buyer’s Premium, \$150.00 (0.15 x \$1,000), from Buyer. With regard to collecting the Sales Price and sharing proceeds, the approach differs by option:

Silver. Owner completes the sale by collecting the \$1,000.00 Sales Price from Buyer, retaining 100% as Owner's Net Proceeds.

Gold. PRC completes the sale by collecting the \$1,000.00 Sales Price from Buyer. The underlying Winning Bid is shared 95% by Owner, \$950 (0.95 x \$1,000) and 5% by PRC, therefore a 3% (\$30.00) Credit Card Cost is split 95% by Owner, \$28.50 (0.95 x \$30) and 5% by PRC, \$1.50 (0.05 x \$30). The Owner's Net Proceeds are \$921.50 (\$950.00 less \$28.50).

Platinum. PRC complete the sale as described in Gold, but with a 70-30 Split and with a deduction of any title acquisition pass-through fees.

6. **Payment Terms.** Once every month, PRC will pay to Owner the amount of Owner's Net Proceeds payable for completed sales during the preceding month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, PRC will make available to Owner a detailed report setting forth the following information for the immediately preceding month:
 - a. The completed sales during the prior month, including the total amount of related proceeds collected, Owner and PRC share of Processing Costs, and the Owners Net Proceeds;
 - b. Other dispositions of Property during the month; and
 - c. The Property, if any, inventoried by PRC at the end of the month.
7. **PropertyRoom's Obligations Concerning Property in Its Possession.** With respect to Property in PRC's possession:
 - a. PRC will exercise due care in the handling and storage of any Property;
 - b. PRC shall keep the Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
 - c. PRC shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner; and
 - d. PRC shall obtain and maintain insurance in an amount (determined by PRC) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. PRC shall give Owner a certificate or a copy of each of the above upon Owner's request.
8. **Owner Obligations.** Owner will use its best efforts to provide to PRC such Property as becomes available for sale to the public. Owner will complete paperwork reasonably necessary to convey custodial possession of the item of Property to PRC, including a written manifest or list that describes the item of Property in sufficient detail for identification. Owner agrees that it will not provide Property that is illegal or hazardous, including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In addition, to help comply with public notification statutes as well as to support internet traffic flow to the PRC auction website, Owner agrees to place a permanent clickable link (the "Link") to www.PropertyRoom.com on one or more Owner websites. PRC will supply Link technical requirements, text and images to Owner.
9. **Restrictions on Bidding.** PRC and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on the PRC web site.
10. **Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants as follows:
 - a. Property delivered to PRC is available for sale to the general public without any restrictions or conditions whatever; and
 - b. Owner has taken all required actions under applicable law that are conditions precedent to Owner's right to transfer title to the Property to Buyers (the "Conditions Precedent").
11. **Books and Records.** PRC will keep complete and accurate books of account, records, and other documents with respect to this Agreement (the "Books and Records") for at least three (3) years following expiration or termination of this Agreement. Upon reasonable notice, the Books and Records will be available for inspection by Owner, at Owner's expense, at the location where the Books and Records are regularly maintained, during normal business hours.

12. **Indemnification.** Subject to the limitations specified in this Indemnification section of this Agreement, each party will indemnify, hold harmless and defend the other party and its agents and employees from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by any such person or entity arising out of or in connection with
- the inaccuracy of any representation or warranty made by the party hereunder,
 - any breach of this Agreement by the party, or
 - any negligent act or omission by the party or its employees or agents in connection with the performance by the party or its employees or agents of obligations hereunder, provided the negligent act or omission was not done or omitted at the direction of the other party.
13. **Limitations on Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, THE SALE OF PROPERTY, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 12. LIABILITY ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. THE MAXIMUM LIABILITY OF ONE PARTY TO THE OTHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY HEREUNDER IN THE YEAR IN WHICH LIABILITY ACCRUES; PROVIDED THAT EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THE AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OWNER'S LIABILITY IS NOT LIMITED UNDER THIS AGREEMENT WITH RESPECT TO LIABILITY ARISING FROM OWNERS FAILURE TO SATISFY TIMELY ALL CONDITIONS PRECEDENT.
14. **Assignment.** This Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of this Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under this Agreement. No delegation by PRC of any of its duties hereunder will be deemed an assignment of this Agreement, nor will any change in control nor any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of this Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.
15. **Notices.** Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten (10) days written notice to the other party.
16. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
17. **Complete Agreement.** This Agreement and any related documents delivered concurrently herewith, contain the complete agreement between the parties relating to the subject of this Agreement and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.

18. **Attorneys' Fees and Legal Expenses.** If any proceeding or action is brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which will be fixed by the court, and will be made a part of any judgment rendered.
19. **Further Assurances.** PRC and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by this Agreement and to account for and document those activities.
20. **Governing Law.** The internal law, and not the law of conflicts, of the state in which the Owner is located will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.
21. **Relationship of the Parties.** The relationship created hereunder between Owner and PRC will be solely that of independent contractors entering into an agreement. No representations or assertions will be made or actions taken by either party that could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as expressly provided in this Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever PRC is given discretion in this Agreement, PRC may exercise that discretion solely in any manner PRC deems appropriate.
22. **Force Majeure.** Neither party will be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a party's control. Each party will notify the other party promptly of the occurrence of any Force Majeure and carry out this Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of this Agreement.
23. **Counterparts.** This Agreement may be signed in any number of counterparts.

PropertyRoom.com, Inc., a Delaware corporation ("PropertyRoom" or "PRC"), enters into this agreement (the "Agreement"), with the client identified below (the "Owner") for the auction and disposition of personal property (the "Disposition Services"), in accordance with the Terms and Conditions and Addenda, if any, attached hereto and listed below. Beginning _____ (the "Start Date"), Owner engages the Services of PRC.

Owner Information	Schedules, Supplements & Other Attachments
<u>City of Gig Harbor</u> Owner Name	Mark included attachments:
<u>3511 Grandview Street</u> Address	Terms and Conditions <u>Yes</u>
<u>Gig Harbor, WA 98335</u> City, State Zip Code	Addendums: <u>A +B</u>
<u>253.853.2420</u> Phone	_____
<u>davism@cityofgigharbor.net</u> Email	

This Agreement, including all of the terms and conditions set forth in the attached Terms and Conditions as well as all other attachments indicated in the box above, comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

Owner

PropertyRoom.com

Signor Name

Signor Name

Signor Title

Signor Title

Signature

Signature

Signature Date

Signature Date

PropertyRoom.com, Inc.
 26421 Crown Valley Parkway, Ste 200
 Mission Viejo, California 92691
 +1 (949) 282-0121
 Federal Tax ID 86-0962102

Addendum A to Property Disposition Services Agreement

This addendum is attached to and made part of Property Disposition Services Agreement for **The Gig Harbor Police Department** dated _____ (the "Agreement"). In the event of a conflict between the provisions of the main body of the Agreement and this Addendum, this Addendum will govern.

The Agreement is modified as follows:

PARAGRAPH 4: TERM AND TERMINATION:

The following is added to this Paragraph:

"The Gig Harbor Police Department will have the right to **TERMINATE** this Agreement without cause with a 30 (THIRTY) Day written notification without cause during the Agreement Dates.:

There will be NO- AUTOMATIC RENEWAL to this Agreement and is solely up to the Gig Harbor Police Department to renew at its discretion.

PARAGRAPH 6: PAYMENT TERMS:

The following verbiage is added to this Paragraph and inserted after the first sentence after the word "Month"..

" PRC shall distribute to Owner as set forth in Exhibit A, attached hereto and incorporated herein, until such time as Owner provides notice to make payment otherwise."....

_____ Date
For "Owner"

_____ Date
for PropertyRoom.com Inc

This project / application is NOT ZERO COST

Right on page 26 it states UTILIZING SQL SERVER DATABASE (provided by the customer).

COST = \$1020.14 (Includes tax)

SQL SERVER DB (standard version) and a minimum of 4 users (1 domain admin (Heidi and I can share 1 license) and 3 police user licenses).

A handwritten signature in black ink, consisting of a stylized 'K' followed by a long horizontal line extending to the right.



Subject: Court Collections Renewal

Dept. Origin: Court

Proposed Council Action:

Prepared by: Paul Nelson

Approve Contract between Gig Harbor Municipal Court and AllianceOne, Inc.

For Agenda of: April 27, 2009

Exhibits:

Initial & Date

Concurred by Mayor:

CLH 4/21

Approved by City Administrator:

PNK

Approved as to form by City Atty:

OK VIA EMAIL

Approved by Finance Director:

OK 4/21/09

Approved by Department Head:

[Signature]

Expenditure Required: N/A	Amount Budgeted: N/A	Appropriation Required: N/A
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INFORMATION / BACKGROUND

The relationship between Gig Harbor Municipal Court and AllianceOne started back in the late 1980s. As Court operations grew over the years so has Court collections and the Court's contractual relationship with AllianceOne. The partnership has grown with the addition of many payment management and collection related services.

Though the Court has experienced record setting collection recovery the past few years we felt it was time to evaluate our collection efforts through an RFP. The RFP process resulted in the submission of 2 applications.

After conducting interviews it was clear that AllianceOne should be given the opportunity to continue providing our Court with the same or better level service they have over the years.

AllianceOne: Formally known as Allied Credit Company was founded by a Gig Harbor resident. In 2004 the company was sold as it expanded across the country. The government services division of AllianceOne is headquartered in Gig Harbor on Kimball Drive.

AllianceOne has 2,500 employees throughout 11 office locations in the United States and 3 in Canada. Through AllianceOne's parent company they have access to 39 locations throughout the United States and over 10,000 employees.

The government services division has 250 employees with 150 of those here in Gig Harbor.

FISCAL CONSIDERATION: N/A The Court receives the principal and 50% of interest collected on recovery of delinquent accounts.

BOARD OR COMMITTEE RECOMMENDATION: N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the Collection Services Agreement with AllianceOne.



COLLECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") effective the _____ day of _____ 20____ ("Effective Date"), is entered into between the City of Gig Harbor, a municipal corporation, on behalf of the Gig Harbor Municipal Court ("Court") and AllianceOne Receivables Management, Inc., ("ARMI"). For and in consideration of the compensation herein described and the covenants and conditions herein contained, the parties agree as follows:

1. Term and Termination. This Agreement is continuing and will remain in effect until terminated by either party. Any assignments by COURT and work performed by ARMI prior to the signing of this Agreement is specifically approved by the parties and ratified by this Agreement. This Agreement may be terminated in whole or in part from time to time when deemed by COURT or ARMI to be in its best interest. Termination of work hereunder shall be effected by delivering to a party a Notice of Termination sixty (60) days prior to the specified termination date, detailing the extent to which performance of work under this Agreement is terminated.
2. Assignment of Accounts. COURT will assign to ARMI for collection such delinquent accounts, hereinafter called "accounts," as COURT deems appropriate.
3. Collection Efforts. ARMI will use commercially reasonable efforts to collect said accounts, and will confine its efforts to the highest standard of ethical practice. COURT and ARMI recognize that the appropriate level of activity may vary according to the type of account, the account balance and the information available.
4. Debts Just and Owing. COURT certifies that every account referred will contain accurate information and will be just and owing, and will not be subject to any valid defense, set-off or counterclaim, including that such account or the obligor of such account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. COURT shall promptly inform ARMI, in writing, of any notice it receives concerning any bankruptcy filing by any debtor.
5. Compliance with Law. ARMI's collection activities shall comply with federal, state and local laws, including the Fair Debt Collection Practices Act (FDCPA), where applicable.
6. Legal Action. No legal action will be commenced on any account without written permission, first obtained, from COURT. Legal action commenced under this agreement shall be in the name of ARMI and not COURT. ARMI will promptly advise COURT if any legal action is contested. COURT will provide evidence as requested by ARMI to support approved legal action, including providing a witness or witnesses for live testimony if requested. Unless otherwise agreed, legal costs and fees will be paid by ARMI and not COURT, and will be recoverable from the DEBTOR where allowed by applicable law, out of first monies recovered.
7. Insurance. ARMI shall obtain and keep in force continually during the term of the contract comprehensive general liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000.00).
8. Claims against Client. Neither ARMI nor ARMI's attorneys shall be responsible for providing the Court with legal representation to defend the Court against any claims, counterclaims or third-party claims asserted against COURT, whether asserted in response to a collection lawsuit initiated by ARMI or otherwise

9. Cancellation of Accounts. To the extent practicable and unless otherwise agreed, COURT will consult with ARMI prior to recalling any assigned account. For any account on which COURT has approved legal action by ARMI, COURT shall not cancel such account without first consulting with ARMI.
10. Hold Harmless and Indemnification. ARMI will indemnify and hold harmless the COURT, and its officers, agents, owners, attorneys and employees from any claim, loss, cost, damage, expense, attorneys' fees, and liability of whatsoever nature or kind (collectively the "Claims"), arising out of or as a result of the negligent acts or omissions of ARMI or any of its agents or employees. COURT will indemnify and hold harmless ARMI, its parent, subsidiary or affiliated companies and divisions, and their officers, agents, owners, attorneys and employees from any Claims arising out of or as a result of the negligent acts or omissions of COURT, its employees or agents; and specifically agrees to indemnify and hold ARMI harmless from and against all Claims resulting from errors in account information furnished to ARMI by COURT. The indemnities provided for herein shall survive the termination of this Agreement.
11. Compensation and Method of Payment. For services provided pursuant to this Agreement ARMI shall be entitled to compensation as follows:
- A. Pre-Collection Demand Letter: No Charge.
- B. Collection Fees: COURT will assess a Court Cost for ARMI's Collection Fee pursuant to RCW 3.02.045. Unless otherwise instructed by COURT, for accounts assigned to collection by COURT and collected by ARMI from the debtor, ARMI shall add this Court Cost to the principal amount of the debt to each account by category of account as set forth below:
1. A 29% Add-on fee (0.2248 retained) for secondary/historical accounts that are aged four years or older from the Effective Date of the Agreement.
 2. A 24% Add-on fee (0.1935 retained) for historical accounts that are aged up to four years from the Effective Date of the Agreement.
 3. A 19% add-on fee (0.1597 retained) for new accounts assigned to ARMI on and after April 27, 2009. Previously-assigned accounts will remain at their existing rates.
- C. Partial Payments: Partial payments made on assigned accounts shall be remitted to COURT based upon the same pro rata formula applied to accounts that are paid in full. By way of illustration, and assuming a 19% add-on fee: \$100 fine x 19% = \$119 new balance to be collected; a \$50 payment received would be remitted as follows: \$42.02 to COURT; \$7.98 to ARMI (\$7.98 = .1596 of \$50).
- D. Interest on Accounts: "COURT" authorizes ARMI to add interest to accounts at the rate of 12% APR. ARMI will remit 100 percent of the interest that accrues on the principal to "COURT", and will retain interest that accrues on the collection fee and costs-expended portions of the account.
- E. Monthly Payment Collection Services and Fees: ARMI will offer the Signal Credit Management Services Program for COURT obligors, but COURT is under no obligation to use this program. COURT will assess and ARMI will add fees for this service ("Service Fees") as follows:
1. \$15.00 Account Set-Up Fee: a one-time charge per defendant per court
 2. \$4.75 Monthly Fee: one charge per account per defendant with one case.
 3. \$8.25 Monthly Fee: one charge per account per defendant with multiple cases.
 4. \$7.75 Monthly Fee: one charge per account per defendant with one case who has fallen into "past due status."
 5. \$11.25 Monthly Fee: one charge per account per defendant with multiple cases who has fallen into "past due status."

Where a Signal account is assigned to full collection, Service Fees shall not be added to the principal amount of the debt for purposes of calculating ARMI'S Collection Fee authorized in sub-paragraph B above, but can otherwise be collected.

- F. Remittance Method: ARMI shall deduct its compensation from recoveries prior to remitting COURT's portion to COURT.
- G. Change in Law: Should there be changes in laws or COURT policies which prescribe/allow a different method for recovering Collection Fees, ARMI shall modify its methods accordingly, upon instruction from COURT.
- H. Electronic payments. COURT authorizes ARMI to charge a party making an electronic payment a reasonable convenience fee for processing the electronic payment unless prohibited by state law.
12. Payments to COURT from Other Source. A payment made on behalf of a debtor directly to COURT on an assigned account will be promptly reported to ARMI by COURT.
13. Negotiable Instruments. COURT authorizes ARMI to endorse checks or other instruments payable to COURT and deposit same into a trust account separately maintained by ARMI. COURT further authorizes ARMI to send notices of dishonor or other notices on COURT's behalf for dishonored instruments, to assess and collect any permissible dishonored instrument fees, and to retain any recovered fees, whether such instruments were issued before or after assignment of the account.
14. Bankruptcy. Where an account becomes subject to bankruptcy proceedings, ARMI will, at its option, either (a) cancel the account back to COURT, or (b) file a claim on behalf of COURT. If COURT desires that ARMI file a claim, ARMI will retain the "fee-added" amount of the account whether or not that fee is allowed by the bankruptcy court as an allowable claim (i.e., if the principal obligation is allowed, but the collection fee is not, ARMI will deduct its fee from the allowed principal claim on a pro-rata basis).
15. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest, right or responsibility arising herein, without the written consent of the other party; provided that ARMI can forward individual accounts to out-of-state collection agencies if deemed prudent by ARMI to effect collection.
16. Waiver. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.
17. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
18. Notices. All notices, requests, demands, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given when either (a) personally delivered; or (b) when deposited via certified mail, return receipt requests, postage prepaid to the intended recipient set forth below:

If to ARMI: CFO
AllianceOne Receivables Management Inc.
4850 E. Street Road, Suite 300
Trevose, PA 19053

With a copy to: AllianceOne Receivables Management Inc.
6565 Kimball Drive, Suite 200
Gig Harbor, WA 98335

If to Court: Gig Harbor Municipal Court
Gig Harbor Civic Center
3510 Grandview Street
Gig Harbor, WA 98335

19. Taxes. Court agrees to pay all sales, use or similar taxes as may be applicable to the services rendered by ARMI.
20. Account Audits. COURT may audit ARMI's records pertaining to accounts assigned for collection upon reasonable notice.
21. Non-discrimination. ARMI, in its collection efforts, will not discriminate against any DEBTOR on the basis of race, color, creed, religion, sex or national origin. ARMI will comply with the requirements of the Americans with Disabilities Act of 1992, and all regulations interpreting or enforcing said Act.
22. Beneficiaries to Contract. This Agreement is entered into for the benefit of COURT and ARMI. No third-party beneficiaries are intended to be created or are created hereunder, and no other party can derive any benefit herefrom.
23. Enforcement of Underlying Rights of Court. Notwithstanding anything in this Agreement to the contrary, ARMI is specifically granted the right in any dispute, claim, controversy or action asserted against ARMI by an account debtor or third party, to enforce any right Court may to compel arbitration or to prohibit a jury trial or class action; or to call or contact any wireless telephone or other wireless device manually or by automated means; and to that extent ARMI shall be considered an "agent" of Court.
24. Entire Agreement. This Agreement constitutes the entire understanding between ARMI and COURT regarding collection services provided to COURT by ARMI, and may not be modified except by written agreement signed by both parties. This agreement supersedes any prior Agreement, unless incorporated herein by reference.
25. Choice of Law and Venue. This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Pierce County Superior Court.

IN WITNESS WHEREOF, the parties have executed this contract on the date last written below.

AllianceOne Receivables Management, Inc.

City of Gig Harbor

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS:
6565 Kimball Drive, Suite 200
P. O. Box 2449
Gig Harbor, WA 98335-4449

ADDRESS:
Gig Harbor Civic Center
3510 Grandview Street
Gig Harbor, WA 98335

DATE: _____

DATE: _____

ATTEST:

City Clerk



**Business of the City Council
City of Gig Harbor, WA**

Subject: Canterwood Boulevard Improvements (CSP0817) – Final Deductive Construction Change Order #3

Proposed Council Action:

Authorize the Mayor to execute Construction Change Order No. 3 for the Canterwood Boulevard Improvements Project in the amount of minus \$171,576.93, for a revised contract total of \$3,575,751.55.

Dept. Origin: Public Works

Prepared by: ^{MBM FOR} Stephen Misiurak, City Engineer

For Agenda of: April 27, 2009

Exhibits: Construction Contract Summary Change Orders #3 with attachments

Concurred by Mayor:	Initial & Date <u>CLH 4/22/09</u>
Approved by City Administrator:	<u>RSK 4/22/09</u>
Approved as to form by City Atty:	<u>approved by A.B.</u>
Approved by Finance Director:	<u>DF 4/22/09</u>
Approved by Department Head:	<u>DA 4/22/09</u>

Expenditure Required	0	Amount Budgeted	11,000,000.00	Appropriation Required	0
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INFORMATION / BACKGROUND

On July 3, 2008, Council authorized award of the Canterwood Boulevard Improvements project to Active Construction, Inc. in the amount of \$3,772,736.16. All contract work was completed by the contractor as of February 25, 2009. Change order number three is the final change order for the project. It has been endorsed by the Contractor. It represents work items that were or were not necessary to complete the improvements.

Change Order No. 3: Adjustment for final quantities, CREDIT (-\$171,576.93)

This amount adjusts the contract to reconcile the original contract quantities with the final quantities required for project completion. Additional detail regarding each bid item is included as an attachment to this change order.

Changer Order Summary	
Original Contract Amount:	\$ 3,772,736.16
Amount of Change Order #1	\$ (12,872.68)
Amount of Change Order #2	\$ (12,535.00)
Amount of Change Orders #3	\$ (171,576.93)
Final Contract Amount including Change Orders:	\$ 3,575,751.55

It should be noted that this construction project was especially complex and time sensitive consisting of numerous environmental, scheduling, and construction challenges. Despite these project complexities, this project was completed on time and significantly under budget. This was the result of the hard work and dedication from a consortium of agencies and individuals consisting of but not limited to the general contractor - Active Construction, Inc. - the Washington State Department of Transportation, Franciscan Health System, City staff members along with all the other project participants.

FISCAL CONSIDERATION

This final Change Order is a net savings to the overall awarded contract in the amount of \$171,576.93 including retail sales tax.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Staff recommends Council approve this change order as shown to reflect a balanced fiscal completion of the project.

PUBLIC WORKS DEPARTMENT

Sheet <u>1</u> of <u>1</u> Date <u>4/7/2009</u>	<h2 style="margin: 0;">CHANGE ORDER</h2>	Change Order Number <u>3R2</u>
<input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SUPPLEMENTARY CONDITIONS SECTION 12.01M. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input checked="" type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.		CONTRACT NO.: <u>CSP - 0817</u> Canterwood Boulevard Improvements Project
ENDORSED BY: <u>Active Constaction Inc</u> <small>COMPANY NAME</small> <u>Rosemarie Harris</u> <u>4/13/09</u> <small>SIGNATURE DATE</small> TITLE: _____		TO: Active Construction, Inc. 5110 River Road East P. O. Box 430 Puyallup, WA 98371
Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT DATE</small>		

DESCRIPTION

This change order revises the bid item quantities as shown on the attached spreadsheet titled "Final Quantities" to reflect the final quantities for the contract and rectify the project costs.

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>3,772,736.16</u>	\$ <u>3,747,328.48</u>	\$ <u>- 171,576.93</u>	\$ <u>3,575,751.55</u>
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED: <u>[Signature]</u> <small>CITY ENGINEER</small>		<input type="checkbox"/> APPROVAL RECOMMENDED: _____ <small>CITY ADMINISTRATOR</small>	
<input type="checkbox"/> APPROVED: _____ <small>DATE</small>		<input type="checkbox"/> APPROVED: _____ <small>DATE</small>	
<input type="checkbox"/> APPROVED: _____ <small>MAYOR</small>		<input type="checkbox"/> APPROVED: _____ <small>DATE:</small>	

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.

FINAL QUANTITIES

Schedule A: Roadway Improvements (Within WSDOT Right-of-Way)

Item No.	Item	Schedule	Unit	Qty	Unit Price	ACI Bid	Reported Qty	Reported \$\$\$
1	Minor Changes	A	DOL	0.00	\$0.00	\$0.00	0.00	\$0.00
2	Record Drawings	A	LS	LS	\$325.00	\$325.00	\$325.00	\$325.00
3	Spill Prevention, Control, and Countermeasures (SPCC) Plan	A	LS	LS	\$350.00	\$350.00	\$350.00	\$350.00
4	Potholing	A	FA	FA	Est.	\$0.00	\$0.00	\$0.00
5	Type B Progress Schedule	A	LS	LS	\$350.00	\$350.00	\$350.00	\$350.00
6	Mobilization	A	LS	LS	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
7	Traffic Control Supervisor	A	LS	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
8	Flaggers and Spotters	A	HOURL	0.00	\$44.70	\$0.00	0.00	\$0.00
9	Other Traffic Control Labor	A	HOURL	664.00	\$45.00	\$29,980.00	241.00	\$10,845.00
10	Construction Signs Class A	A	SF	520.00	\$22.00	\$11,440.00	274.80	\$6,045.60
11	Sequential Arrow Sign	A	HOURL	1,200.00	\$5.00	\$6,000.00	94.50	\$472.50
12	Portable Changeable Message Sign	A	EA	2.00	\$1,895.00	\$3,790.00	2.00	\$3,790.00
13	Operation of Portable Changeable Message Sign	A	HOURL	1,440.00	\$5.00	\$7,200.00	101.50	\$507.50
14	Truck Mounted Impact Attenuator	A	EA	2.00	\$3,200.00	\$6,400.00	2.00	\$6,400.00
15	Operation of Truck Mounted Impact Attenuator	A	HOURL	640.00	\$5.00	\$3,200.00	119.00	\$595.00
16	Repair Truck Mounted Impact Attenuator	A	FA	\$10,000.00	Est.	\$10,000.00	\$0.00	\$0.00
17	Other Temporary Traffic Control	A	LS	LS	\$20,250.00	\$20,250.00	\$20,250.00	\$20,250.00
18	Clearing and Grubbing	A	AC	0.30	\$11,170.00	\$3,351.00	0.36	\$4,021.20
19	Roadside Cleanup	A	FA	FA	Est.	\$0.00	\$0.00	\$0.00
20	Removal of Structures and Obstructions	A	LS	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
21	Sawcutting Asphalt Conc. Pavement	A	LF	0.00	\$4.00	\$0.00	0.00	\$0.00
22	Removing Asphalt Conc. Pavement	A	SY	0.00	\$5.30	\$0.00	0.00	\$0.00
23	Removing Fence	A	LF	677.00	\$3.00	\$2,031.00	700.00	\$2,100.00
24	Roadway Excavation Incl. Haul	A	CY	0.00	\$23.95	\$0.00	0.00	\$0.00
25	Unsuitable Foundation Excavation Incl. Haul	A	CY	0.00	\$47.00	\$0.00	0.00	\$0.00
26	Gravel Borrow Incl. Haul	A	TON	0.00	\$13.40	\$0.00	0.00	\$0.00
27	Embankment Compaction	A	CY	0.00	\$3.20	\$0.00	0.00	\$0.00
28	Ditch Excavation Incl. Haul	A	CY	0.00	\$55.00	\$0.00	0.00	\$0.00
29	Wetland and Stream Excavation Incl. Haul	A	CY	315.00	\$38.00	\$11,970.00	315.00	\$11,970.00
30	Channel Liner	A	CY	160.00	\$73.00	\$11,680.00	154.80	\$11,300.40
31	Structure Excavation Class A Incl. Haul	A	CY	285.00	\$27.00	\$7,695.00	285.00	\$7,695.00
32	Structure Excavation Class B Incl. Haul	A	CY	0.00	\$9.65	\$0.00	22.00	\$212.30
33	Shoring or Extra Excavation Class B	A	SF	0.00	\$0.25	\$0.00	0.00	\$0.00
34	Shoring or Extra Excavation Class A - Walls	A	LS	LS	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
35	Controlled Density Fill	A	CY	0.00	\$315.00	\$0.00	0.00	\$0.00
36	Trimming and Cleanup	A	LS	LS	\$1,550.00	\$1,550.00	\$1,550.00	\$1,550.00
37	Crushed Surfacing Base Course	A	TON	0.00	\$24.40	\$0.00	0.00	\$0.00
38	HMA CL 1/2 PG 64-22	A	TON	0.00	\$81.30	\$0.00	0.00	\$0.00
39	Planing Bituminous Pavement	A	SY	0.00	\$5.00	\$0.00	0.00	\$0.00
40	Conc. Class 4000 for Retaining Walls	A	CY	125.00	\$735.55	\$91,443.75	202.00	\$148,581.10
41	St. Reinf. Bar for Retaining Walls	A	LB	7,350.00	\$1.60	\$11,760.00	7,350.00	\$11,760.00
42	Gravel Backfill for Retaining Walls	A	CY	165.00	\$77.35	\$12,762.75	150.00	\$11,602.50
43	Single Slope Concrete Barrier	A	LF	0.00	\$26.85	\$0.00	0.00	\$0.00
44	Backfill for Structural Earth Wall	A	CY	0.00	\$35.55	\$0.00	0.00	\$0.00
45	Structural Earth Wall	A	SF	0.00	\$24.70	\$0.00	0.00	\$0.00
46	Dewatering Foundations	A	LS	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
47	Gravel Backfill for Drain	A	CY	0.00	\$32.30	\$0.00	0.00	\$0.00
48	Underdrain Pipe, 6 In. Diam.	A	LF	0.00	\$17.00	\$0.00	0.00	\$0.00
49	Schedule A Culvert Pipe 12 In. Diam.	A	LF	0.00	\$31.00	\$0.00	0.00	\$0.00

FINAL QUANTITIES

Item No.	Item	Schedule	Unit	Qty	Unit Price	ACI Bid	Reported Qty	Reported \$\$\$
50	Schedule A Storm Sewer Pipe 12 In. Diam.	A	LF	0.00	\$42.80	\$0.00	0.00	\$0.00
51	Schedule A Storm Sewer Pipe 18 In. Diam.	A	LF	0.00	\$54.45	\$0.00	20.00	\$1,089.00
52	Manhole Type 1, 48 In. Diam.	A	EA	0.00	\$3,000.00	\$0.00	0.00	\$0.00
53	Catch Basin Type 1	A	EA	0.00	\$850.00	\$0.00	0.00	\$0.00
54	Catch Basin Type 2, 48 In. Diam.	A	EA	0.00	\$2,260.00	\$0.00	0.00	\$0.00
55	Catch Basin Type 2, 54 In. Diam.	A	EA	1.00	\$4,700.00	\$4,700.00	1.00	\$4,700.00
56	Catch Basin Type 2, 60 In. Diam.	A	EA	1.00	\$4,790.00	\$4,790.00	1.00	\$4,790.00
57	Locking Solid Metal Cover and Frame for Catch Basin	A	EA	0.00	\$500.00	\$0.00	0.00	\$0.00
58	Debris Cage	A	EA	1.00	\$1,840.00	\$1,840.00	1.00	\$1,840.00
59	Trash Rack	A	EA	1.00	\$555.00	\$555.00	1.00	\$555.00
60	Connection to Drainage Structure	A	EA	0.00	\$1,615.00	\$0.00	0.00	\$0.00
61	Cleaning Existing Drainage Structure	A	LS	LS	\$550.00	\$550.00	\$550.00	\$550.00
62	Trenchless Construction-Steel Casing 24 In. Diam.	A	LF	208.00	\$508.65	\$105,799.20	208.00	\$105,799.20
63	Plugging Existing Pipe	A	EA	2.00	\$410.00	\$820.00	0.00	\$0.00
64	Installation of Stormwater Vault	A	LS	LS	\$0.00	\$0.00	0.00	\$0.00
65	Installation of Manhole Stormfilter	A	LS	LS	\$0.00	\$0.00	0.00	\$0.00
66	Installation of Solid Bottom Box Culvert	A	FA	FA	\$0.00	\$0.00	\$50,000.00	\$50,000.00
67	Erosion/Water Pollution Control	A	LS	LS	Est.	\$295.00	\$295.00	\$295.00
68	Erosion/Water Pollution Control Plan	A	DAY	48.00	\$80.00	\$3,840.00	48.00	\$3,840.00
69	ESC Lead	A	EA	0.00	\$96.00	\$0.00	1.00	\$96.00
70	Inlet Protection	A	LF	0.00	\$5.00	\$0.00	0.00	\$0.00
71	Silt Fence	A	LF	0.00	\$2.35	\$0.00	0.00	\$0.00
72	High Visibility Fence	A	CY	0.00	\$85.90	\$0.00	0.00	\$0.00
73	Compost Berm	A	SY	0.00	\$5.00	\$0.00	0.00	\$0.00
74	Erosion Control Blanket	A	LF	0.00	\$2.85	\$0.00	0.00	\$0.00
75	Straw Wattles	A	EA	1.00	\$2,660.00	\$2,660.00	1.00	\$2,660.00
76	Stabilized Construction Entrance	A	LS	LS	\$6,315.00	\$6,315.00	\$6,315.00	\$6,315.00
77	Temporary Stream Diversion and Dewatering	A	CY	0.00	\$60.00	\$0.00	0.00	\$0.00
78	Topsoil Type A	A	CY	0.00	\$37.00	\$0.00	1.00	\$37.00
79	Soil Amendments	A	CY	10.00	\$70.00	\$700.00	2.00	\$140.00
80	Bank or Wood Chip Mulch	A	AC	0.40	\$12,080.00	\$4,832.00	0.44	\$5,315.20
81	Seeding Fertilizing and Mulching	A	EA	0.00	\$600.00	\$0.00	0.00	\$0.00
82	Habitat Log	A	EA	2.00	\$1,500.00	\$3,000.00	2.00	\$3,000.00
83	Bank Protection Log Jam	A	EA	3.00	\$600.00	\$1,800.00	3.00	\$1,800.00
84	Standing Snag	A	EA	0.00	\$16.00	\$0.00	0.00	\$0.00
85	PSIPE Acer Circinatum, 2 Gal.	A	EA	0.00	\$16.00	\$0.00	0.00	\$0.00
86	PSIPE Acer Macrophyllum, 2 Gal.	A	EA	50.00	\$9.70	\$485.00	50.00	\$485.00
87	PSIPE Comus Sericea, 1 Gal.	A	EA	0.00	\$18.00	\$0.00	0.00	\$0.00
88	PSIPE Corylus Cornuta, 2 Gal.	A	EA	0.00	\$16.00	\$0.00	0.00	\$0.00
89	PSIPE Crataegus Douglasii, 2 Gal.	A	EA	0.00	\$16.00	\$0.00	0.00	\$0.00
90	PSIPE Fraxinus Latifolia, 2 Gal.	A	EA	0.00	\$10.00	\$0.00	0.00	\$0.00
91	PSIPE Holortiscus Discolor, 1 Gal.	A	EA	35.00	\$9.60	\$336.00	30.00	\$288.00
92	PSIPE Lonicera Involucrata, 1 Gal.	A	EA	0.00	\$18.00	\$0.00	0.00	\$0.00
93	PSIPE Hahonia Aquifolium, 2 Gal.	A	EA	0.00	\$16.00	\$0.00	0.00	\$0.00
94	PSIPE Malus Fusca, 2 Gal.	A	EA	0.00	\$16.00	\$0.00	29.00	\$464.00
95	PSIPE Physocarpus Capitulatus, 2 Gal.	A	EA	0.00	\$16.00	\$0.00	0.00	\$0.00
96	PSIPE Picea Sitchensis, 2 Gal.	A	EA	0.00	\$16.00	\$0.00	0.00	\$0.00
97	PSIPE Populus Tricocarpa, 2 Gal.	A	EA	0.00	\$16.00	\$0.00	0.00	\$0.00
98	PSIPE Pseudotsuga Menziesii, 2 Gal.	A	EA	0.00	\$10.00	\$0.00	0.00	\$0.00
99	PSIPE Rives Sanguineum, 1 Gal.	A	EA	0.00	\$10.00	\$0.00	0.00	\$0.00

FINAL QUANTITIES

Item No.	Item	Schedule	Unit	Qty	Unit Price	ACI Bid	Reported Qty	Reported \$\$\$
100	PSIPE Rosa Nutkana, 1 Gal.	A	EA	0.00	\$10.00	\$0.00	0.00	\$0.00
101	PSIPE Rubus Paviflorus, 1 Gal.	A	EA	0.00	\$10.00	\$0.00	0.00	\$0.00
102	PSIPE Rubus Spectabilis, 1 Gal.	A	EA	0.00	\$10.00	\$0.00	0.00	\$0.00
103	PSIPE Salix Lucida, Live Stake	A	EA	192.00	\$4.30	\$825.60	192.00	\$825.60
104	PSIPE Salix Sitchensis, Live Stake	A	EA	195.00	\$4.30	\$838.50	195.00	\$838.50
105	PSIPE Sambucus Racemosa, 1 Gal.	A	EA	0.00	\$11.00	\$0.00	0.00	\$0.00
106	PSIPE Thuja Plicata, 2 Gal.	A	EA	0.00	\$16.00	\$0.00	0.00	\$0.00
107	Rock Rifle	A	LS	LS	\$0.00	\$0.00	\$0.00	\$0.00
108	Vegetated Riprap	A	LS	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
109	Sensitive Area Sign on Post	A	EA	LS	\$215.00	\$0.00	0.00	\$0.00
110	Provide Water for Irrigation	A	EA	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
111	Asphalt Conc. Extruded Curb Type 6	A	LF	0.00	\$7.00	\$0.00	0.00	\$0.00
112	Cement Conc. Traffic Curb and Gutter	A	LF	0.00	\$11.00	\$0.00	0.00	\$0.00
113	Cement Conc. Driveway Entrance	A	SY	0.00	\$56.00	\$0.00	0.00	\$0.00
114	Removing Beam Guardrail	A	LF	0.00	\$6.00	\$0.00	0.00	\$0.00
115	Beam Guardrail Type 1	A	LF	0.00	\$35.00	\$0.00	0.00	\$0.00
116	Beam Guardrail [Anchor] Type 1	A	EA	0.00	\$2,295.00	\$0.00	0.00	\$0.00
117	Chain Link Fence Type 4	A	LF	0.00	\$13.00	\$0.00	0.00	\$0.00
118	Remove Chain Link Fence Type 4	A	LF	0.00	\$4.00	\$0.00	0.00	\$0.00
119	Coated Chain Link Fence Type 4	A	LF	0.00	\$17.00	\$0.00	0.00	\$0.00
120	Coated End, Gate, Corner, Pull Post for Chain Link Fence	A	EA	0.00	\$200.00	\$0.00	0.00	\$0.00
121	Wire Fence Type 1	A	LF	50.00	\$13.00	\$650.00	138.00	\$1,807.00
122	Access Control Gate	A	EA	0.00	\$800.00	\$0.00	0.00	\$0.00
123	Monument Case and Cover	A	EA	0.00	\$325.00	\$0.00	0.00	\$0.00
124	Cement Conc. Sidewalk	A	SY	0.00	\$27.00	\$0.00	0.00	\$0.00
125	Hand Placed Riprap	A	CY	10.00	\$140.00	\$1,400.00	25.00	\$3,500.00
126	Streambed Gravel	A	TON	10.00	\$195.00	\$1,950.00	142.00	\$27,690.00
127	Illumination System Complete	A	LS	LS	\$0.00	\$0.00	\$0.00	\$0.00
128	Permanent Signing	A	LS	LS	\$0.00	\$0.00	\$0.00	\$0.00
129	Paint Line	A	LF	0.00	\$0.55	\$0.00	0.00	\$0.00
130	Painted Wide Line	A	LF	0.00	\$0.55	\$0.00	0.00	\$0.00
131	Pedestrian Handrail	A	LF	0.00	\$24.00	\$0.00	0.00	\$0.00

\$535,432.60

\$698,909.80

Difference in Bid Amt and Reported Amt \$163,477.20

Schedule B: Roadway Improvements (Within City Right-of-Way)

Item No.	Item	Schedule	Unit	Qty	Unit Price	ACI Bid	Reported Qty	Reported \$\$\$
1	Minor Changes	B	DOL	0.00	\$0.00	\$0.00	\$167,503.91	\$167,503.91
2	Record Drawings	B	LS	LS	\$325.00	\$325.00	\$325.00	\$325.00
3	Spill Prevention, Control, and Countermeasures (SPCC) Plan	B	LS	LS	\$325.00	\$325.00	\$325.00	\$325.00
4	Potholing	B	FA	FA	Est.	\$8,000.00	\$18,360.79	\$18,360.79
5	Type B Progress Schedule	B	LS	LS	\$355.00	\$355.00	\$355.00	\$355.00
6	Mobilization	B	LS	LS	\$138,000.00	\$138,000.00	\$138,000.00	\$138,000.00
7	Traffic Control Supervisor	B	LS	LS	\$28,845.00	\$28,845.00	\$28,845.00	\$28,845.00
8	Flaggers and Spotters	B	HOUR	2,400.00	\$44.70	\$107,280.00	1,720.00	\$76,884.00
9	Other Traffic Control Labor	B	HOUR	200.00	\$8,940.00	\$8,940.00	0.00	\$0.00
10	Construction Signs Class A	B	SF	172.00	\$21.50	\$3,698.00	568.00	\$12,121.00
11	Sequential Arrow Sign	B	HOUR	400.00	\$7.10	\$2,840.00	0.00	\$0.00
12	Portable Changeable Message Sign	B	EA	0.00	\$1,865.00	\$0.00	0.00	\$0.00
13	Operation of Portable Changeable Message Sign	B	HOUR	0.00	\$5.00	\$0.00	0.00	\$0.00
14	Truck Mounted Impact Attenuator	B	EA	0.00	\$6,000.00	\$0.00	0.00	\$0.00
15	Operation of Truck Mounted Impact Attenuator	B	HOUR	0.00	\$48.00	\$0.00	0.00	\$0.00
16	Repair Truck Mounted Impact Attenuator	B	FA	FA	Est.	\$0.00	\$0.00	\$0.00
17	Other Temporary Traffic Control	B	LS	LS	\$9,190.00	\$9,190.00	\$9,190.00	\$9,190.00
18	Cleaning and Grubbing	B	AC	2.37	\$11,170.00	\$26,472.90	2.25	\$25,132.50
19	Roadside Cleanup	B	FA	FA	Est.	\$5,000.00	\$3,382.40	\$3,382.40
20	Removal of Structures and Obstructions	B	LS	LS	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
21	Sawcutting Asphalt Conc. Pavement	B	LF	1,035.00	\$4.00	\$4,140.00	772.00	\$3,088.00
22	Removing Asphalt Conc. Pavement	B	SY	2,925.00	\$5.30	\$15,502.50	3,662.00	\$19,408.60
23	Removing Fence	B	LF	0.00	\$3.00	\$0.00	0.00	\$0.00
24	Roadway Excavation Incl. Haul	B	CY	2,300.00	\$23.95	\$55,085.00	0.00	\$0.00
25	Unsuitable Foundation Excavation Incl. Haul	B	CY	500.00	\$47.00	\$23,500.00	0.00	\$0.00
26	Gravel Borrow Incl. Haul	B	TON	8,750.00	\$13.40	\$117,250.00	6,083.90	\$81,524.26
27	Embankment Compaction	B	CY	4,720.00	\$3.20	\$15,104.00	3,579.00	\$11,482.80
28	Ditch Excavation Incl. Haul	B	CY	40.00	\$55.00	\$2,200.00	40.00	\$2,200.00
29	Wetland and Stream Excavation Incl. Haul	B	CY	13,810.00	\$14.35	\$198,173.50	13,810.00	\$198,173.50
30	Channel Liner	B	CY	0.00	\$73.00	\$0.00	24.20	\$1,766.60
31	Structure Excavation Class A Incl. Haul	B	CY	1,585.00	\$12.20	\$19,337.00	1,604.60	\$19,576.12
32	Structure Excavation Class B Incl. Haul	B	CY	1,540.00	\$9.65	\$14,861.00	1,973.00	\$19,039.45
33	Shoring or Extra Excavation Class B	B	SF	13,030.00	\$0.25	\$3,257.50	7,479.00	\$1,869.75
34	Shoring or Extra Excavation Class A - Walls	B	LS	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
35	Controlled Density Fill	B	CY	40.00	\$315.00	\$12,600.00	8.00	\$2,520.00
36	Trimming and Cleanup	B	LS	LS	\$1,555.00	\$1,555.00	\$1,555.00	\$1,555.00
37	Crushed Surfacing Base Course	B	TON	2,150.00	\$24.40	\$52,460.00	2,869.40	\$70,013.35
38	HMA CL 1/2 PG 64-22	B	TON	1,920.00	\$81.30	\$156,096.00	2,211.00	\$179,754.30
39	Planing Bituminous Pavement	B	CY	385.00	\$5.00	\$1,925.00	719.00	\$3,595.00
40	Conc. Class 4000 for Retaining Walls	B	CY	425.00	\$735.55	\$312,608.75	355.00	\$261,120.25
41	St. Reinf. Bar for Retaining Walls	B	LB	25,065.00	\$1.60	\$40,104.00	29,650.00	\$47,440.00
42	Gravel Backfill for Retaining Walls	B	CY	375.00	\$50.00	\$18,750.00	350.30	\$17,515.00
43	Single Slope Concrete Barrier	B	LF	530.00	\$26.85	\$14,230.50	420.00	\$11,277.00
44	Backfill for Structural Earth Wall	B	CY	3,000.00	\$35.55	\$106,650.00	5,841.40	\$207,661.77
45	Structural Earth Wall	B	SF	13,650.00	\$24.70	\$337,155.00	13,568.00	\$335,129.60
46	Dewatering Foundations	B	LS	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
47	Gravel Backfill for Drain	B	CY	75.00	\$32.30	\$2,422.50	42.20	\$1,363.05
48	Underdrain Pipe, 6 In. Diam.	B	LF	2,012.00	\$17.00	\$34,204.00	2,012.00	\$34,204.00
49	Schedule A Culvert Pipe 12 In. Diam.	B	LF	60.00	\$31.00	\$1,860.00	30.00	\$930.00

Item No.	Item	Schedule	Unit	Qty	Unit Price	ACI Bid	Reported Qty	Reported \$\$\$
50	Schedule A Storm Sewer Pipe 12 In. Diam.	B	LF	1,037.70	\$42.80	\$43,613.20	1,037.70	\$44,413.56
51	Schedule A Storm Sewer Pipe 18 In. Diam.	B	LF	284.00	\$54.45	\$15,463.80	445.70	\$24,288.37
52	Manhole Type 1, 48 In. Diam.	B	EA	1.00	\$3,000.00	\$3,000.00	1.00	\$3,000.00
53	Catch Basin Type 1	B	EA	3.00	\$850.00	\$2,550.00	3.00	\$2,550.00
54	Catch Basin Type 2, 48 In. Diam.	B	EA	10.00	\$2,260.00	\$22,600.00	11.00	\$24,860.00
55	Catch Basin Type 2, 54 In. Diam.	B	EA	1.00	\$2,340.00	\$2,340.00	1.00	\$2,340.00
56	Catch Basin Type 2, 60 In. Diam.	B	EA	0.00	\$4,790.00	\$0.00	0.00	\$0.00
57	Locking Solid Metal Cover and Frame for Catch Basin	B	EA	1.00	\$500.00	\$500.00	0.00	\$0.00
58	Debris Cage	B	EA	1.00	\$1,985.00	\$1,985.00	2.00	\$3,970.00
59	Trash Rack	B	EA	0.00	\$555.00	\$0.00	3.00	\$1,665.00
60	Connection to Drainage Structure	B	EA	2.00	\$1,615.00	\$3,230.00	4.00	\$6,460.00
61	Cleaning Existing Drainage Structure	B	LS	LS	\$600.00	\$600.00	\$600.00	\$600.00
62	Trenchless Construction-Steel Casing 24 In. Diam.	B	LF	0.00	\$508.65	\$0.00	0.00	\$0.00
63	Plugging Existing Pipe	B	EA	2.00	\$500.00	\$1,000.00	3.00	\$1,500.00
64	Installation of Stormwater Vault	B	LS	LS	\$113,000.00	\$113,000.00	\$113,000.00	\$113,000.00
65	Installation of Manhole Stormfilter	B	LS	LS	\$2,005.00	\$2,005.00	\$2,005.00	\$2,005.00
66	Installation of Solid Bottom Box Culvert	B	LS	LS	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00
67	Erosion/Water Pollution Control	B	FA	FA	Est.	\$250,000.00	\$132,677.87	\$132,677.87
68	Erosion/Water Pollution Control Plan	B	LS	LS	\$295.00	\$295.00	\$295.00	\$295.00
69	ESC Lead	B	DAY	60.00	\$80.00	\$4,800.00	60.00	\$4,800.00
70	Inlet Protection	B	EA	16.00	\$86.00	\$1,376.00	12.00	\$1,032.00
71	Silt Fence	B	LF	3,145.00	\$5.00	\$15,725.00	3,155.00	\$15,775.00
72	High Visibility Fence	B	LF	3,425.00	\$2.35	\$8,048.75	2,904.00	\$6,824.40
73	Compost Berm	B	CY	75.00	\$85.90	\$6,442.50	0.00	\$0.00
74	Erosion Control Blanket	B	SY	2,542.00	\$5.00	\$12,710.00	3,090.00	\$15,450.00
75	Straw Wattles	B	LF	2,200.00	\$2.85	\$6,270.00	463.00	\$1,319.55
76	Stabilized Construction Entrance	B	EA	2.00	\$2,660.00	\$5,320.00	1.00	\$2,660.00
77	Temporary Stream Diversion and Dewatering	B	LS	LS	\$62,870.00	\$62,870.00	\$62,870.00	\$62,870.00
78	Topsoil Type A	B	CY	12.18	\$60.00	\$730.80	30.00	\$1,800.00
79	Soil Amendments	B	CY	500.62	\$37.00	\$18,522.94	550.00	\$20,350.00
80	Bark or Wood Chip Mulch	B	CY	45.00	\$70.00	\$3,150.00	35.00	\$2,450.00
81	Seeding Fertilizing and Mulching	B	AC	1.47	\$12,080.00	\$17,757.60	0.97	\$11,717.60
82	Habitat Log	B	EA	5.00	\$600.00	\$3,000.00	5.00	\$3,000.00
83	Bank Protection Log Jam	B	EA	0.00	\$1,500.00	\$0.00	0.00	\$0.00
84	Standing Snag	B	EA	4.00	\$600.00	\$2,400.00	4.00	\$2,400.00
85	PSIPE Acer Circinatum, 2 Gal.	B	EA	50.00	\$16.00	\$800.00	50.00	\$800.00
86	PSIPE Acer Macrophyllum, 2 Gal.	B	EA	21.00	\$16.00	\$336.00	21.00	\$336.00
87	PSIPE Comus Sericea, 1 Gal.	B	EA	212.00	\$10.00	\$2,120.00	212.00	\$2,120.00
88	PSIPE Corylus Comuta, 2 Gal.	B	EA	65.00	\$18.00	\$1,170.00	65.00	\$1,170.00
89	PSIPE Crataegus Douglasii, 2 Gal.	B	EA	69.00	\$16.00	\$1,104.00	69.00	\$1,104.00
90	PSIPE Fraxinus Latifolia, 2 Gal.	B	EA	21.00	\$16.00	\$336.00	21.00	\$336.00
91	PSIPE Holodiscus Discolor, 1 Gal.	B	EA	57.00	\$10.00	\$570.00	57.00	\$570.00
92	PSIPE Lonicera involucrata, 1 Gal.	B	EA	176.00	\$10.00	\$1,760.00	181.00	\$1,810.00
93	PSIPE Hehonia Aquifolium, 2 Gal.	B	EA	86.00	\$18.00	\$1,548.00	86.00	\$1,548.00
94	PSIPE Malus Fusca, 2 Gal.	B	EA	77.00	\$16.00	\$1,232.00	77.00	\$1,232.00
95	PSIPE Physocarpus Capillatus, 2 Gal.	B	EA	141.00	\$16.00	\$2,256.00	112.00	\$1,792.00
96	PSIPE Picea Sitchensis, 2 Gal.	B	EA	21.00	\$16.00	\$336.00	21.00	\$336.00
97	PSIPE Populus Tricocarpa, 2 Gal.	B	EA	24.00	\$16.00	\$384.00	24.00	\$384.00
98	PSIPE Pseudotsuga Menziesii, 2 Gal.	B	EA	29.00	\$16.00	\$464.00	29.00	\$464.00
99	PSIPE Rives Sanquineum, 1 Gal.	B	EA	57.00	\$10.00	\$570.00	57.00	\$570.00

Item No.	Item	Schedule	Unit	Qty	Unit Price	ACI Bid	Reported Qty	Reported \$\$\$
100	PSIPE Rosa Nutkana, 1 Gal.	B	EA	72.00	\$10.00	\$720.00	72.00	\$720.00
101	PSIPE Rubus Parviflorus, 1 Gal.	B	EA	72.00	\$10.00	\$720.00	72.00	\$720.00
102	PSIPE Rubus Spectabilis, 1 Gal.	B	EA	147.00	\$10.00	\$1,470.00	147.00	\$1,470.00
103	PSIPE Salix Lucida, Live Stake	B	EA	684.00	\$4.30	\$2,941.20	684.00	\$2,941.20
104	PSIPE Salix Sitchensis, Live Stake	B	EA	546.00	\$4.30	\$2,347.80	566.00	\$2,433.80
105	PSIPE Sambucus Racemosa, 1 Gal.	B	EA	79.00	\$11.00	\$869.00	79.00	\$869.00
106	PSIPE Thuja Plicata, 2 Gal.	B	EA	33.00	\$16.00	\$528.00	33.00	\$528.00
107	Rock Riffle	B	LF	LS	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
108	Vegetated Riprap	B	LS	LS	\$400.00	\$400.00	\$400.00	\$400.00
109	Sensitive Area Sign on Post	B	EA	7.00	\$215.00	\$1,505.00	7.00	\$1,505.00
110	Provide Water for Irrigation	B	LS	LS	\$25,770.00	\$25,770.00	\$25,770.00	\$25,770.00
111	Asphalt Conc. Extruded Curb Type 6	B	LF	561.00	\$7.00	\$3,927.00	561.00	\$3,927.00
112	Cement Conc. Traffic Curb and Gutter	B	LF	1,340.00	\$11.00	\$14,740.00	1,316.00	\$14,476.00
113	Cement Conc. Driveway Entrance	B	SY	20.00	\$58.00	\$1,160.00	40.00	\$2,320.00
114	Removing Beam Guardrail	B	LF	650.00	\$6.00	\$3,900.00	1,243.00	\$7,458.00
115	Beam Guardrail Type 1	B	LF	560.00	\$35.00	\$19,600.00	489.00	\$17,115.00
116	Beam Guardrail [Anchor] Type 1	B	EA	1.00	\$2,295.00	\$2,295.00	1.00	\$2,295.00
117	Chain Link Fence Type 4	B	LF	830.00	\$13.00	\$10,790.00	783.00	\$10,179.00
118	Remove Chain Link Fence Type 4	B	LF	830.00	\$4.00	\$3,320.00	783.00	\$3,132.00
119	Coated Chain Link Fence Type 4	B	LF	655.00	\$17.00	\$11,135.00	0.00	\$0.00
120	Coated End, Gate, Corner, Pull Post for Chain Link Fence	B	EA	7.00	\$200.00	\$1,400.00	0.00	\$0.00
121	Wire Fence Type 1	B	LF	0.00	\$13.00	\$0.00	0.00	\$0.00
122	Access Control Gate	B	EA	1.00	\$800.00	\$800.00	1.00	\$800.00
123	Monument Case and Cover	B	EA	5.00	\$325.00	\$1,625.00	5.00	\$1,625.00
124	Cement Conc. Sidewalk	B	SY	1,110.00	\$27.00	\$29,970.00	1,162.20	\$31,379.40
125	Hand Placed Riprap	B	CY	65.00	\$91.00	\$5,915.00	60.00	\$5,460.00
126	Streambed Gravel	B	TON	55.00	\$150.00	\$8,250.00	78.00	\$11,700.00
127	Illumination System Complete	B	LS	LS	\$167,240.00	\$167,240.00	\$167,240.00	\$167,240.00
128	Permanent Signing	B	LS	LS	\$650.00	\$650.00	\$650.00	\$650.00
129	Paint Line	B	LF	5,920.00	\$0.55	\$3,256.00	4,220.00	\$2,321.00
130	Painted Wide Line	B	LF	185.00	\$0.55	\$101.75	1,625.00	\$893.75
131	Pedestrian Handrail	B	LF	1,325.00	\$24.00	\$31,800.00	1,264.00	\$30,336.00

\$2,953,739.49

\$2,941,982.52

Difference in Bid Amt and Reported Amt

\$11,756.97

Schedule C: Sanitary Sewer Improvements

Item No.	Item	Schedule	Unit	Qty	Unit Price	ACI Bid	Reported Qty	Reported \$\$\$
1	Structure Excavation Class B Incl. Haul	C	CY	230.00	\$3.00	\$690.00	181.00	\$543.00
2	Shoring or Extra Excavation Class B	C	SF	10,860.00	\$0.20	\$2,172.00	1,860.00	\$372.00
3	Controlled Density Fill	C	CY	20.00	\$295.00	\$5,900.00	0.00	\$0.00
4	Resetting Existing Hydrant	C	EA	2.00	\$1,345.00	\$2,690.00	2.00	\$2,690.00
5	Relocate Existing Sanitary Sewer Force Main	C	LS	LS	\$35,355.00	\$35,355.00	35,355.00	\$35,355.00
6	Adjust Valve Box	C	EA	8.00	\$225.00	\$1,800.00	10.00	\$2,250.00

\$41,210.00

\$48,607.00

\$7,397.00

Difference in Bid Amt and Reported Amt

Schedules	values	TOTAL DIFFERENCES	
		WSST	Totals
Schedule 'A' (WSDOT ROW)	\$163,477.20	\$13,732.08	\$177,209.28
Schedule 'B' (City ROW)	\$11,756.97	N/A	\$11,756.97
Schedule 'C' (sewer & water)	\$7,397.00	\$621.35	\$8,018.35
	SUM		\$196,984.61

credit amount, change order #3 = (sum of differences - original amount) + current amount
 = \$196,984.61 - \$3,772,736.16 \$3,747,328.48
 = \$171,576.93



Subject: Wetland Review Consultant Services - Second Contract Amendment

Dept. Origin: Planning

Prepared by: Tom Dolan *TD*

Proposed Council Action:
Approve contract with Grette Associates LLC

For Agenda of: April 27, 2009

Exhibits: Contract

Initial & Date

Concurred by Mayor: CLH 4/23/09
Approved by City Administrator: POK
Approved as to form by City Atty: Approved by e-mail
Approved by Finance Director: N/A
Approved by Department Head: TD 4/23/09

Expenditure: Up to \$100,000 Required	Amount: N/A Pass Through Budgeted	Appropriation Required	0
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INFORMATION / BACKGROUND

This is the second amendment to an original contract with Grette Associates to provide 3rd party review of wetland reports. The City currently does not have an employee with the expertise to review and comment on wetland reports and wetland mitigation proposals submitted in connection with land use permits. Grette Associates LLC is an established company with a local office (Tacoma) that can provide thorough and timely review of wetland projects submitted to the City. The original contract with Grette to perform this work was for \$20,000 and was approved in September of 2007. A second contract was approved in 2008. Grette has prepared several 3rd party reviews of projects to date. The work performed by Grette has been timely and accurate.

FISCAL CONSIDERATION

The contract amount is up to \$100,000. However, project applicants fully fund the review performed by Grette Associates. **As such, there are no costs to the City associated with the work performed by Grette.**

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve contract with Grette Associates LLC for on-call wetland permit review services.



Subject: Eddon Boat Hazardous Material Removal – Construction Services Agreement /PSC Environmental Services, LLC.

Proposed Council Action:

Authorize the award and execution of an Agreement for Construction Services to PSC Environmental Services, LLC in an amount not to exceed \$4,791.70, and authorize the Public Works Director to approve additional expenditures up to \$479 to cover any cost increases that may result from agreement change orders.

Dept. Origin: Public Works

Prepared by: David Stubchaer
Public Works Director

For Agenda of: April 27, 2009

Exhibits: Agreement for Construction

	Initial & Date
Concurred by Mayor:	<i>CLH 4/23/09</i>
Approved by City Administrator:	<i>RJK</i>
Approved as to form by City Atty:	<i>approved by email</i>
Approved by Finance Director:	<i>CP 4/23/09</i>
Approved by Department Head:	<i>DA 4/23/09</i>

Expenditure Required	\$5,270.70	Amount Budgeted	\$95,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

As part of the Eddon Boat Building restoration and clean up, certain paints and other left over materials were found at the site. This agreement is to remove, transport, and properly dispose of the materials. This work requires a hazardous materials hauling endorsement in addition to a commercial drivers license, which City staff does not have. This agreement also includes the removal of similar materials found in the Skansie Netshed.

BID RESULTS

In accordance with the City's Small Works Roster Process, (Resolution No. 592), staff obtained two bids for this work, the results of which are shown in the table below:

No.	Bidder	Bid Amount
1	PSC Environmental Services, LLC	\$4,791.70
2	General Environmental Management, Inc.	\$6,313.22

FISCAL CONSIDERATION

The 2009 City of Gig Harbor Budget includes funding for the Eddon Boat Park Building Restoration in the amount of \$964,522, \$95,000 of which is from the General Fund (the

balance is grant funds). The budget summary for the General Fund portion of this budget item is provided in the table below:

2009 Budget for Parks Development Division, Item No. 1 (109-015-594-76-63-03) – General Fund Portion only	\$ 95,000.00
This Agreement	(\$5,270.70)
Remaining 2009 Budget =	\$89,729.30

While much of the costs for the Eddon Boat Building Restoration Project are being funded by a grant, the cost for removing the paint and other materials are not eligible to be paid with grant funds.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Staff recommends approval of the proposed agreement.

**AGREEMENT FOR CONSTRUCTION SERVICES
PSC ENVIRONMENTAL SERVICES LLC.**

THIS AGREEMENT, is made this _____ day of _____, 200_____, by and between the City of Gig Harbor (hereinafter the "City"), and PSC ENVIRONMENTAL SERVICES LLC a Corporation, located and doing business at 18000 72nd Ave. S., Suite 217, Kent, WA 98032, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and 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 Contractor shall perform all work as described in Exhibit A, 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 Disposal of Waste at Eddon Boat Park and Skansie Brothers Park. 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 not to exceed Four Thousand Seven Hundred Ninety-One Dollars and Seventy Cents (\$4,791.70), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, 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

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 May 11, 2009. 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, 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 an "Affidavit of Wages Paid", 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. _____ 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.

By: _____
Its _____

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

PSC Environmental Services Division Attn: Brenda Smithson Sr. Business Dev. Manager 18000 72 nd Ave S, Suite 217 Kent, WA 98032 (425) 670-0607	City of Gig Harbor Attn: David Stubchaer, P.E. Public Works Director 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170
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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 PSC ENVIRONMENTAL SERVICES LLC 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



Estimate/Authorization

Emergency Response
1 877-5PSCNOW
877-577-2669

Page 1 of 1

Name: City of Gig Harbor
Address: 3510 Grandview Street
Kelso, WA

Date: March 26, 2009
Contact: Chuck Hunter
Phone: 253-853-7611

From: Brenda Smithson, Sr. Business Dev Manager
18000 72nd Ave S, Suite 217
Kent, WA 98032

Email: Huntermc@cityofgigharbor.net
Email: brendas@pscnow.com
Phone: 253 670-0607
Fax: 425 204-7164

Service: Onsite packing, labor, supplies, transportation and disposal for waste located at:
Eddon Boat 3805 Harborview Dr and Skasie Brother Park 3207 Harborview Dr

preferred

Item Description

I. Eddon Boat Building

Disposal, transportation, labor and supplies

Item	Description	QTY	UOM	Price	Extended
	Transportation	14	Each	\$ 18.90	\$ 264.60
	Polyester Resin AF04	4	55G DM	\$ 286.00	\$ 1,144.00
	Latex paint loosepack STAB16	1	55G DM	\$ 204.00	\$ 204.00
	Flammable loosepack AF06	4	55G DM	\$ 178.00	\$ 712.00
	Aerosols INC01	1	5G DF	\$ 73.00	\$ 73.00
	MEKP loosepack INC11	1	1G DF	\$ 34.00	\$ 34.00
	PCB light ballasts PCB09	1	2G DF	\$ 84.00	\$ 84.00
	Unknown red liquid labpack INC14	1	1G DF	\$ 76.00	\$ 76.00
	Corrosive labpack WAT16	1	5G DF	\$ 107.00	\$ 107.00
	55 Gal open top recon SP1M55U1	5	Each	\$ 36.00	\$ 180.00
	5 Gal open top poly SP1F5N1	2	Each	\$ 14.30	\$ 28.60
	2 Gal open top poly SP1F2N1	1	Each	\$ 13.50	\$ 13.50
	1 Gal open top poly SP1F1N1	2	Each	\$ 11.80	\$ 23.60
	Absorbent bags SP01A	4	Each	\$ 7.56	\$ 30.24
	Environmental specialists 2 @ 4 hours LB08S1	8	hour	\$ 50.00	\$ 400.00
	Travel time 2 @ 1.5 hours LB22S1	3	rate	\$ 29.40	\$ 88.20
	Hazcat for unknowns EQ23A-2	1	day	\$ 84.00	\$ 84.00
	Gear truck EQ50G-2	1	rate	\$ 125.00	\$ 125.00

Subtotal: \$ 3,671.74

E&I: \$ 532.40

Total taxable items \$ 275.94 8.80% Sales Tax: \$ 24.28

Estimated total: \$ 4,228.43

Skasie Brother Park If disposal of all material is done

Item	Description	QTY	UOM	Price	Extended
	Transportation	3	Each	\$ 18.90	\$ 56.70
	Poisonous flammable liquid INC14	1	1G DF	\$ 76.00	\$ 76.00
	Loosepack paints and related materials AF06	1	30G DM	\$ 134.00	\$ 134.00
	Molybdenum disulfide powder LF07	1	1G DF	\$ 40.00	\$ 40.00
	30 Gal open top recon SP1M30U1	1	Each	\$ 48.00	\$ 48.00
	1 Gal open top poly SP1F1N1	2	Each	\$ 11.80	\$ 23.60
	Absorbent bags SP01A	1	Each	\$ 7.56	\$ 7.56
	Environmental specialists 2 @ 1 hour LB08S1	2	hour	\$ 50.00	\$ 100.00
	Travel time Share with Eddon site				
	Gear truck Share with Eddon site				

Subtotal: \$ 485.86

E&I: \$ 70.45

Total taxable items \$ 79.16 8.80% Sales Tax: \$ 6.97

Estimated total: \$ 563.28

Work must be preformed on the same day.

Total for Project: \$ 4,791.70

A variable insurance and energy charge will be applied to the entire invoice 14.50%

DISPOSAL PRICE is based upon disposal method; therefore the disposal price estimated above may differ from the final Disposal price which will be determined upon profiling and/or upon waste verification at time of waste receipt. All pricing is based on straight time. If overtime, Saturday, or Sunday work is requested, a change order will be issued to reflect the additional costs. Pricing estimate is valid for 30 days.

APPROVAL AND ACCEPTANCE: The undersigned agrees and certifies that they are authorized to act on behalf of the Customer, and the Customer guarantees by their signature to compensate Burlington Environmental Inc. "a wholly owned subsidiary of Phillip Services Corp." in full for all actual services performed as described above, which are due and payable 30 days after receipt of the invoice. All past due accounts shall accrue interest at the rate of 1.5% per month. No verbal estimates are valid or enforceable. Customer shall pay all reasonable costs of collection, including but not limited to Attorney's fees and expenses incurred by Phillip.

PLEASE SIGN AS ACKNOWLEDGEMENT AND RETURN UPON RECEIPT.

Customer Signature

Date

Printed Name



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Business of the City Council
City of Gig Harbor, WA

New Business - 1

Subject: First Reading of an Ordinance Establishing a Process for the Allocation of Limited Sewer Capacity.

Proposed Council Action: Review an Ordinance of the City Council of the City of Gig Harbor, Washington, relating to sewer capacity; establishing a process for the allocation of limited sewer capacity; amending section 19.10.015 of the Gig Harbor Municipal Code; providing for severability and an effective date, and consider approval at second reading.

Dept. Origin: Public Works

Prepared by: David Stubchaer
Public Works Director

For Agenda of: April 27, 2009

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: [Signature] 4/23/09
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature] ORD. AUTHORED BY C.A.
Approved by Finance Director: [Signature] 4/23/09
Approved by Department Head: [Signature] 4/23/09

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION / BACKGROUND

The City adopted a concurrency ordinance for water, sewer, and transportation as Chapter 19.10 of the Gig Harbor Municipal Code. The concurrency ordinance allows for the administrative denial of any application for a water, sewer, or transportation concurrency certificate if there is no available capacity. In June of 2007 it was determined that the Waste Water Treatment Plant had reached capacity, which caused the City to begin denying applications for sewer concurrency.

As a way to allow for project permits to be processed even though sewer concurrency could not be granted, the City adopted an ordinance allowing an alternative procedure for processing project permit applications without sewer concurrency while the City undertakes improvements to the Waste Water Treatment Plant (WWTP) to expand capacity. However, the ordinance did not contemplate distribution of a limited number of sewer connections; rather it addressed when a large number of connections would be available when phase I of the WWTP expansion project was complete.

Through the construction of incremental improvements to the WWTP that have already been completed, the City anticipates that additional sewer capacity will be available prior to the full WWTP expansion project completion. The proposed ordinance establishes a procedure of the issuance of sewer concurrency reservation certificates for such additional sewer capacity.

The ordinance would have a sunset clause because upon the completion of the WWTP expansion project, the ordinance would no longer be needed; it is anticipated that there would be enough sewer capacity for the expected demand until additional WWTP improvements were completed and a revised operating permit obtained.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

This issue was brought before the Operations & Public Projects (Ops) Committee on March 19, 2009. Various options were discussed.

RECOMMENDATION / MOTION

Move to: Review an Ordinance of the City Council of the City of Gig Harbor, Washington, relating to sewer capacity; establishing a process for the allocation of limited sewer capacity; amending section 19.10.015 of the Gig Harbor Municipal Code; providing for severability and an effective date, and consider approval at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER CAPACITY; ESTABLISHING A PROCESS FOR THE ALLOCATION OF LIMITED SEWER CAPACITY; AMENDING SECTION 19.10.015 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City adopted a concurrency ordinance for water, sewer and transportation at chapter 19.10 of the Gig Harbor Municipal Code; and

WHEREAS, the City's concurrency ordinance allows for the administrative denial of any application for a water, sewer or concurrency certificate if there is no available capacity; and

WHEREAS, the City's engineering consultants, Cosmopolitan Engineering Group, Inc., issued a memorandum dated June 8, 2007, on the status of the City's Waste Water Treatment Plant ("WWTP"), stating that the WWTP is at its maximum capacity for the maximum month and peak day flows; and

WHEREAS, a Technical Memorandum was prepared, submitted and approved by the Department of Ecology on September 23, 2007, which summarized the current WWTP deficiencies and provided an outline of the necessary plant improvements; and

WHEREAS, the City is currently working on the necessary improvements to the WWTP that will provide more operational capacity; and

WHEREAS, completion of the improvements that will provide additional capacity is scheduled for mid-to-late 2010, but the City cannot predict the exact date that additional capacity will be available; and

WHEREAS, the lack of capacity prevents the City from approving and reserving sewer concurrency certificates for certain comprehensive plan amendments, project permit applications or utility extension agreements; and

WHEREAS, the City adopted an ordinance allowing an alternative procedure for processing project permit applications without sewer concurrency while the City undertakes improvements to the WWTP; and

WHEREAS, under the alternative procedure, the City processes project permit applications up to the point that applications are ready for a final decision,

and at that time places the project on a waitlist for a concurrency reservation certificate pending available sewer capacity; and

WHEREAS, the City anticipates that additional sewer capacity will be available prior to completion of the improvements to the WWTP due to permit revisions, withdrawals and minor system upgrades; and

WHEREAS, the City Council desires to establish a procedure for the issuance of sewer concurrency reservation certificates to allocate such additional sewer capacity; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____, 2009; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 19.10.015 Amended. Section 19.10.015 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.10.015 Procedure for capacity reservation certificates.

A. After receipt of a complete application for a CRC, the director shall process the application in accordance with this chapter and issue the CRC or a denial letter.

B. The City made a prior determination that no sewer capacity is available until substantial improvements are completed at the City's Waste Water Treatment Plant, and established an interim process for alternative project permit processing under GHMC 19.02.035.

1. If additional sewer capacity becomes available prior to completion of the improvements to the Waste Water Treatment Plant, the director shall process requests for such additional sewer capacity in the following priority:

First, to applicants who have completed the alternative project permit process to the point where the project is ready for final decision and placed on the waitlist referenced in GHMC 19.02.035(G), in the order placed on the waitlist;

Then, to projects with complete project permit applications in the order that the accompanying sewer CRC application became complete.

2. Applicants with projects requiring more than 15 sewer CRCs on the waitlist referenced in GHMC 19.02.035(G) will retain their position on the waitlist. Applicants with new projects requiring more than 15 sewer CRCs undergoing the alternative project permit process set forth in GHMC 19.02.035 will be placed on the waitlist in accordance with the provisions of GHMC 19.02.035.

3. Prior to the issuance of sewer CRCs under this section, the applicant shall pay a deposit for connection charges. The deposit shall be in the amount of the connection fee in effect on the date of issuance of the CRC. In the event the connection fee is greater at the time of connection, the applicant shall pay the difference prior to connection. If the applicant fails to connect to the system prior to expiration of the CRC, the applicant shall forfeit ___% of the deposit to cover the City's administrative and related expenses.

Section 2. Sunset clause. The provisions in GHMC 16.10.015(B) shall sunset 12 months from the effective date of this Ordinance, or upon completion of Phase I of the 2009 WWTP Expansion Project, which ever is earlier.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be 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 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 ___ day of _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Subject: Staff Report – Application to amend Commercial gross floor limitation in C-1 zone

Proposed Council Action: Move to place the text amendment to increase the commercial gross floor area limitation in the C-1 zone on the Planning Commission’s work program for May and direct the Planning Commission to hold a public hearing on June 4, 2009 and provide a recommendation to Council.

Dept. Origin: Planning Department

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: April 27, 2009

Exhibits: Proposed amendment

Initial & Date

Concurred by Mayor: CLH 4/23/09
Approved by City Administrator: PSK
Approved as to form by City Atty: is key per e-mail
Approved by Finance Director: N/A
Approved by Department Head: ID 4/23/09

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION/BACKGROUND

On March 18, 2009, Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted an application for a zoning code text amendment which would allow structures of up to 165,000 square feet of commercial gross floor area in the C-1 district outside of the view basin, provided a conditional use permit is granted. The current limitation for the same area is 65,000 square feet. The Planning and Building Committee reviewed that request at their April 22, 2009 meeting.

The Planning Commission will begin reviewing the 2009 Comprehensive Plan amendment on June 18, 2009. The Planning Commission will not be providing the Council with a recommendation on those amendments until the end of September 2009. Starting in October 2009, the Commission will be reviewing the City’s update to the Shoreline management Plan. That review will continue until spring of 2010. If the Council desires to have the Commission review this text amendment before spring of 2010, the Commission has availability in its meeting schedule in May and on June 4, 2009.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). The applicable land use policies and codes are as follows:

A. Gig Harbor Comprehensive Plan:

Goal 2.2.3.d Commercial/Business Provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use (residential with commercial) may be permitted through a planned unit development process. Commercial-business activities consist of the following:

- 1) Retail sales and services
- 2) Business and professional offices
- 3) Mini-warehousing

B. Gig Harbor Municipal Code:

GHMC 17.40.055 Maximum gross floor area.

The maximum gross floor area per commercial structure is 65,000 square feet, except that in the C-1 district abutting Harborview Drive the maximum gross floor area per building is 35,000 square feet with a minimum separation of 20 feet between buildings.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee recommended at their April 22, 2009 meeting that the proposed text amendment be reviewed by the Planning Commission. Understanding the Planning Commission's schedule for the next year, the committee recommended that the amendment be reviewed by the Commission as soon as possible and a substantial public notice process commence to mitigate for the expedited review. (Note: Due to recent budget reductions, the Planning Department's ability to pay for "special" advertising in the local newspaper is limited. Planning staff have discussed special advertising with the applicant and have asked that he address this issue at the City Council meeting. It is the staff's recommendation that if the City Council feels that an expedited review of the amendment is warranted and that additional notice should be required, the costs associated with the additional notice should be paid by the applicant).

RECOMMENDATION / MOTION

Move to: Place the text amendment to increase the commercial gross floor area limitation in the C-1 zone on the Planning Commission's work program for May and direct the Planning Commission to hold a public hearing on June 4, 2009 and provide a recommendation to the City Council by June 22, 2009.

RECEIVED
CITY OF GIG HARBOR
MAR 18 2009
COMMUNITY
DEVELOPMENT

**City of Gig Harbor Zoning Code
Text Amendment Application**

The use of this application is appropriate when a change in the specific text in the adopted City of Gig Harbor Zoning Code is desired.

Owner/ Applicant: WWR Properties, Inc.
Attn: James H. White
3803 Bridgeport Way West
University Place, Washington 98466
(253) 565-8661 (Phone)
(253) 564-1078 (Fax)

Agent/Contact: Mr. Randy Boss
Post Office Box 237
Gig Harbor, Washington 98335
(253) 858-5100 (Phone)
(253) 858-5103 (Fax)
(253) 279-8877 (Cell)

If applicable, name of general area/location/site which would be affected by this proposed change in text.

The proposed text amendment would allow the current 65,000 square foot maximum gross floor area for a commercial structure in the C-1 zoning district to be increased, not to exceed 165,000 square feet, provided the applicant satisfies all the mandates specified in Chapter 17.64 - Conditional Uses. This text amendment would apply to those properties contained within the new Olympic Towne Center north of Dairy Queen, between Point Fosdick and 32nd Street, and continuing north of 56th Street. The C-1 zoning continues north beyond 56th Street and this text amendment would bring the Inn at Gig Harbor (which is currently a non-conforming use) into conformance. The only other affected C-1 zoned property within the City Limits of Gig Harbor would be the Stroh's/Rental Mart property on the corner of Kimball Drive and Hunt Street.

The applicant agrees to pay an application fee of \$1,084.65 in accordance with the approved fee schedule on file with the City of Gig Harbor Department of Planning and Building Services. Acceptance of this application and/or payment of fees does not guarantee final approval.

Owner/Applicant Signature: RB Date: 3-18-09

**QUESTIONNAIRE
FOR TEXT AMENDMENT APPLICATION**

Please provide a detailed description and explanation of the proposed text amendment.

Gig Harbor Municipal Code Chapter 17.40 COMMERCIAL DISTRICT (C-1)

17.40.055 Maximum gross floor area.

The maximum gross floor area per commercial structure is 65,000 square feet. **An applicant may increase this maximum gross floor area, not to exceed 165,000 square feet, provided a conditional use permit application is submitted and approved by the hearing examiner as required under Chapter 17.64 GHMC.** except that i(I)n the C-1 district abutting Harborview Drive the maximum gross floor area per building is 35,000 square feet. with a A minimum separation of 20 feet **shall be required** between **all** buildings **within the C-1 district.** (Ord. 995 S 7, 2005; Ord. 716 S 1, 1996).

This proposed text amendment would allow buildings and structures in the C-1 zoning areas to exceed the current maximum gross floor area by complying with all the restrictions and requirements necessary of a conditional use permit. This modification does not affect those C-1 areas abutting Harborview Drive.

Has there been a change in circumstances pertaining to the Zoning Code text or public policy?

C-1 is the most commercially intensive use category within the City of Gig Harbor allowing for such outright permitted business uses as gas stations, car washes, taverns, adult entertainment venues and industrial uses. The scarcity of this C-1 zoned land has made it some of the most expensive and valuable land within the City limits of Gig Harbor with one recent sale recorded at almost \$24.00 per square foot. The 65,000 square foot gross floor area restriction has placed an unwarranted burden on the ability of land owners to create economically viable projects which otherwise would create much needed products and services for the community as well as creating significant tax revenue for the City.

What do you anticipate will be the impacts caused by the change in text, including the geographic area affected by the issues presented?

“Mixed Use” is a newly emerging construction format that lends itself to greater density achieved by merging commercial, primarily retail shops, on the ground floor (the commercial element of the mixed use) with residential units above. This “Mixed Use” concept complies with the mandates of the Growth Management Act as well as the Gig Harbor Comprehensive Plan and creates, in larger projects, a “lifestyle” center that is almost self contained.

Allowing the requested additional square footage within the C-1 zones areas would permit construction efficiencies dramatically reducing the per square foot cost of the project and allowing for the creation of more affordable retail lease rates (greater economic development) and lower rental/sale prices for any added residential units.

The new trend in the Department Store retail category is a horizontal expansion of space rather than a vertical expansion. Large department store retailers have come to realize that customers like being on one continuous flat floor level rather than moving vertical between floors and are driving developments into single floor projects. Requiring a single retailer to "build-in" an arbitrary 20 foot separation between portions of their retail business simply will not fit their model and will automatically eliminate them as potential business available to the Gig Harbor customer base. One one hundred and fifty thousand square foot retailers will have the same impact on the community as three fifty thousand square foot retailers. Limiting the size of a single retailer's building is counterproductive.

How would the proposed text amendment comply with the community vision statements, goals, objectives, and policies of the Comprehensive Plan?

This text amendment would comply with the Vision Statement of the City by:

- Providing greater planning options
- Creating a more identifiable and defined commercial business district
- Creating additional municipal amenities
- Vertically consolidate commercial shopping with other destinations
- Creating an additional economic base within the City
- Emphasize additional business opportunities within the City

This text amendment would also serve to further the goals, objectives and policies of the Gig Harbor Comprehensive Plan by:

- Helping to create more affordable residential units
- Creating increased economic development opportunities
- Allocate urban uses into suitable land within the City
- Promote community diversity and increase housing opportunities
- Provide land use development flexibility
- Creates an active interface between the private and the public realms

Is there public support for this proposed text amendment (i.e. have you conducted community meetings, etc.)? Note: All applications will be subject to full public participation, notice, and environmental review.

There have been no advance public meeting regarding this proposed text amendment but the applicant understands, and will fully comply with, all public meeting requirements conducted by the City under Chapter 42.30 RCW.



Date: April 23, 2009
To: Mayor Hunter
From: Rob Karlinsey, City Administrator *Rob*

Subject: Additional Budget Cuts- UPDATE

Now that we have the first quarter of 2009 completed, we have a better look at our revenue and expenditure trends for the year. Unfortunately, our 2009 first quarter *General Fund* revenues are down more than we had projected last fall. While some revenues like utility taxes are up higher than expected, other revenues like building permits are down significantly.

Total operating revenues in the General Fund are down 10.9% for the first quarter of this year compared to first quarter of last year (2008). For the full year of 2009, we had projected that General Fund operating revenues would be down approximately 8.6%. If, for the remainder of the year, General Fund revenues continue this trend of being down approximately 2.3% more than budgeted, then we will need to find another \$290,000 in additional cuts or revenues in order to keep this year's budget balanced.

However, to be conservative, I believe we need to reduce the General Fund budget by at least \$400,000. I reach this conclusion for the following reasons:

- I believe utility taxes were unusually high for the last three months due to the abnormally cold weather. Once we get into the spring, utility usage rates should get back to normal and even out to be closer to our projections.
- A component of our sales tax continues to include hospital and other construction revenue that is wrapping up and not likely to be replaced by any other significant construction revenue.
- Residential building activity continues to be stalled, and we are not seeing any meaningful signs that either the needed capital or a turn in the market for new dwelling units will be coming any time soon.

The attached spreadsheets demonstrate, by department, how we plan to cut an additional \$400,000 in expenditures out of the General Fund budget. In addition, we also need to reduce our forecasts and corresponding budgets for the Street Operating and Parks Impact Fee funds. We are still evaluating the Street Operating Fund and should have a proposal to balance that fund by the end of this month.

Expenditures
Additional Cuts for 2009

Summary of Proposed Additional Budget Cuts Council Worksession - 2 2009

General Fund: Projected Revenue Shortfall: \$400,000 (i.e. Additional Budget Cut Goal)

	2009 Additional Cuts
General Gov't - City Store	4,000
Court	16,600
Administration	29,750
Legal	9,000
Finance	18,913
Police	115,188
Planning	22,500
Building & Fire Safety	48,000
Parks	46,100
City Buildings	17,250
Subtotal General Fund Operations	\$327,301

Cut the Following General Fund Transfers to Parks Capital:

Skate Park Benches	2,000	
KLM Restrooms & Shelter	90,000	Fund from 2008 Bond Proceeds Instead
Eddon Boat Building	39,000	Not needed due to low bid
GF Parks Transfers Subtotal	\$131,000	

Subtotal General Fund Savings	\$458,301
--------------------------------------	------------------

Less Potential Unbudgeted Expenditures in 2009

Extend Federal Lobbying Contract End Date from June 30 to December 31?	(37,500)
Eddon Boat Cleanup: Institutional Control Plan and Long-Term Monitoring	(20,000)
Subtotal Unbudgeted Expenditures	(57,500)

Net General Fund Savings	400,801
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Park Impact Fee Trust Fund (assume zero park impact fees in 2009):

Cut Transfer to Eddon Boat Building	\$50,000	Not needed due to low bid
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Street Operating Fund: Projected Revenue Shortfall: TBD - Still Evaluating

Street Operating Reductions	TBD
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Total 2009 Additional Budget Savings	\$450,801
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General Ledger
Court



User: Jaci
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Period 02 - 02
Fiscal Year 2009 - 2009

Account Number	Description	2009 Budget	2009 Period Amt	2009 Ending Balance	2009 Variance	2009 Exp %
003	Municipal Court					
001-003-512-50-11-00	Salaries	205,000.00	14,426.89	28,853.72	176,146.28	14.07
1 001-003-512-50-12-00	Overtime	1,000.00	164.70	164.70	835.30	16.47
001-003-512-50-21-00	Personnel Benefits	87,400.00	6,400.85	8,992.20	78,407.80	10.29
2 001-003-512-50-31-00	Office & Operating Supplies	3,000.00	480.10	480.10	2,519.90	16.00
001-003-512-50-31-10	Supplies - Probation	0.00	0.00	0.00	0.00	0.00
001-003-512-50-35-00	Small Tools & Equipment	1,500.00	35.00	35.00	1,465.00	2.33
3 001-003-512-50-41-00	Professional Services	10,000.00	0.00	0.00	10,000.00	0.00
4 001-003-512-50-41-01	Professional Svc - Judge	56,700.00	4,000.00	8,000.00	48,700.00	14.11
001-003-512-50-41-02	Prof Svc - Prosecutor	0.00	0.00	0.00	0.00	0.00
001-003-512-50-41-04	Professional Services - DAC	0.00	0.00	0.00	0.00	0.00
5 001-003-512-50-41-05	Prof Svc - Interpreter	5,000.00	1,100.60	1,100.60	3,899.40	22.01
001-003-512-50-41-20	L&I Insurance Premium	500.00	0.00	12.55	487.45	2.51
6 001-003-512-50-42-00	Communications	7,000.00	73.65	328.48	6,671.52	4.69
7 001-003-512-50-43-00	Travel	1,000.00	0.00	0.00	1,000.00	0.00
001-003-512-50-44-00	Advertising	0.00	0.00	0.00	0.00	0.00
001-003-512-50-45-00	Operating Rentals & Leases	2,700.00	0.00	151.23	2,548.77	5.60
001-003-512-50-48-00	Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00
001-003-512-50-49-00	Miscellaneous	1,000.00	0.00	0.00	1,000.00	0.00
8 001-003-512-50-49-10	Conference/Training	1,000.00	0.00	0.00	1,000.00	0.00
001-003-512-50-51-00	Intergov't Prof Svc - Jail	0.00	0.00	0.00	0.00	0.00
512	Judicial	382,800.00	26,681.79	48,118.58	334,681.42	12.57
001-003-594-12-64-00	Machinery & Equipment	0.00	4,754.40	4,754.40	-4,754.40	0.00
594	Capital Expenditures	0.00	4,754.40	4,754.40	-4,754.40	0.00
003	Municipal Court	382,800.00	31,436.19	52,872.98	329,927.02	13.81

NEW BUDG

5000
2000
1500
53000
4500
6700
500
400

SAVINGS:
1.) \$5000
2.) \$2000
3.) \$8500
4.) \$3700
5.) \$500
6.) \$300
7.) \$500
8.) \$600
TOTAL: \$16,600

TOTAL PROPOSED SAVINGS
\$16,600

(CUT D.V. KIOSK COMMS.)

COURT, CONT'D.

* CONSIDERING WHAT WE HAVE SPENT

- 1.) \$336 SHOULD BE A GOOD ENOUGH CUSHION FOR REST OF THE YEAR.
 - 2.) ~~\$1500~~ WILL BE ENOUGH FOR REST OF YEAR.
 - 3.) ~~\$1500~~ WILL BE ENOUGH TO COVER THE COURT'S SHARE OF THE (IT DEPT. CENTRAL HUB). KAY AGREES.
 - 4.) ~~\$53,000~~ WILL BE ENOUGH TO COVER JUDGE DUNN (\$48,000 + PRO-TEMS) FOR END OF YEAR.
 - 5.) ~~\$4,500~~
 - 6.) ~~\$6700~~ (* WOULD DISCONNECT D.V. KIOSK MAY-DEC)
 - 7.) ~~\$500~~ IS MORE THAN ENOUGH. TRAVEL HAS BEEN ELIMINATED. I EXPECT JUDGE DUNN TO USE ~~\$300~~ FOR HIS MANDATORY CONFERENCE.
 - 8.) ~~\$400~~ IS MORE THAN ENOUGH. JUDGE DUNN'S MANDATORY CONFERENCE \$150.
- ~~OR~~ I WILL ~~FORFEIT~~ FORFEIT ANY RAISE

Administration

Proposed Budget Reductions for 2009

	2009 Adopted Budget	2009 Projected/ Adjusted Budget	2009 Proposed Savings
Regular Salaries	158,200	158,200	-
Overtime	7,000	2,000	5,000
Personnel benefits	67,900	67,900	-
Office & Operating Supplies	10,000	7,500	2,500
Publications	-	-	-
Wellness Supplies	1,000	-	1,000
Small Tools & Equipment	2,190	1,190	1,000
Professional Services	114,500	108,000	6,500
Communications	30,000	27,500	2,500
Travel	3,000	250	2,750
Advertising	6,000	6,000	-
Operating Rentals & Leases	5,000	5,000	-
Repairs & Maintenance	500	500	-
Miscellaneous	11,000	5,000	6,000
Training	3,000	500	2,500
Intgov't Professional Services	-	-	-
Machinery & Equipment	-	-	-
Total Administration	419,290	389,540	29,750

7.1%

Legal

Proposed Budget Reductions for 2009

	2009 Adopted Budget	2009 Projected/ Adjusted Budget	2009 Proposed Savings
City Attorney & Litigation	306,000	306,000	-
Prosecutor & Public Defender	170,000	161,000	9,000
Total Legal	476,000	467,000	9,000

1.9%

Finance Department

5% savings goal = \$17,800

Account Title	2008	2008	2009	2009	2009	2009
	Budget	Actual	Budget	April YTD	Projected/A djusted Budget	Budgeted Savings
001-004-514-23-11-00 Salaries	205,800	180,526	203,600	46,971	203,600	-
001-004-514-23-12-00 Overtime	6,000	14,183	5,000	883	2,000	3,000
001-004-514-23-21-00 Personnel Benefits	70,400	69,728	83,900	14,920	83,900	-
001-004-514-23-31-00 Office & Operating Supplies	8,000	7,090	9,000	1,761	7,000	2,000
001-004-514-23-35-00 Small Tools & Equipment	7,000	5,839	5,000	225	3,000	2,000
001-004-514-23-41-00 Professional Services	30,000	32,527	27,000	3,111	22,000	5,000
001-004-514-23-42-00 Communications	6,000	5,987	6,000	573	6,000	-
001-004-514-23-43-00 Travel	5,000	4,594	3,500	177	1,000	2,500
001-004-514-23-44-00 Advertising	-	550	500	587	587	(87)
001-004-514-23-45-00 Operating Rentals	2,500	3,720	4,000	639	4,000	-
001-004-514-23-48-00 Repairs & Maintenance	-	-	500	-	500	-
001-004-514-23-49-00 Miscellaneous	4,000	5,367	4,000	2,372	3,000	1,000
001-004-514-23-49-10 Conference/Training	8,000	2,797	4,000	213	500	3,500
001-004-594-14-64-00 Machinery & Equipment	34,750	14,785	-	-	-	-
Total Financial Services	387,450	347,693	356,000	72,432	337,087	18,913



Internal Departmental Communication Gig Harbor Police Department

TO: Rob Karlinsey, City Administrator
FROM: Chief Mike Davis *[Signature]*
SUBJ: 5 % Budget Cut from the 2009 Police Budget
DATE: April 10, 2009

Our 2009 Police Department Budget total is \$2,725,842.00. A 5% cut to this budget total amounts to \$136,292.10. In order to get to the 5% budget cut amount we were forced to freeze a officer position that may be vacated as soon as the first of May due to a disability retirement. This position is currently being filled by Vince Garcia. His monthly wage and benefits is \$7447.00. Freezing this position for the next eight months, until the first of next year will save approximately \$59,576.00.

In addition, we will be saving approximately \$9,000 in wages for Officer Sharon Cox who is going on FMLA leave effective April 13. She will be gone for 12 weeks, of which 200 hours will be uncompensated.

Sergeant Matt Dougil is also currently on administrative leave without pay. We estimate his employment status will not be determined for at least two more months. He has been without pay for also two months so far. Matt's monthly wage and benefits is \$8,903.00, so multiplying this by four months equals a savings of \$35,612 in wages.

We have also received \$11,000 from the sale of our old marine patrol boat. All totaled these savings amount to \$115,188.

Freeze Vince Garcia's position for 8 months=	\$59,576.00
Uncompensated time Sharon Cox will be on FMLA=	9,000.00
Projected time Sergeant Dougil will remain on unpaid status=	35,612.00
Revenue received from the sale of the old marine patrol boat=	<u>11,000.00</u>

Total **\$115,188.00**

Additional cuts were made to individual line items totally \$20,300.00, bringing our total budget cuts to **\$135,488.00**. See attached worksheet.

General Ledger
Police Department 006



User: Jaci
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Period 03 - 03
Fiscal Year 2009 - 2009

Account Number	Description	2009 Budget	2009 Period Amt	2009 Ending Balance	2009 Variance	2009 Exp %	
006	Police Department						
001-006-521-10-11-00	Salaries	348,200.00	26,833.84	84,821.36	263,378.64	24.36	
001-006-521-10-12-00	Overtime	5,000.00	0.00	431.09	4,568.91	8.62	
001-006-521-10-21-00	Personnel Benefits	108,200.00	8,907.40	22,761.53	85,438.47	21.04	
001-006-521-10-22-00	Uniforms	4,200.00	307.89	307.89	3,892.11	7.33	
001-006-521-10-31-00	Office & Operating Supplies	5,000.00	367.25	889.49	4,110.51	17.79	
001-006-521-10-32-00	Fuel	6,000.00	329.89	611.68	5,388.32	10.19	-600
001-006-521-10-35-00	Small Tools & Equipment	7,000.00	133.01	163.64	6,836.36	2.34	-2000
001-006-521-10-41-00	Professional Services	2,000.00	75.00	135.00	1,865.00	6.75	
001-006-521-10-41-10	MVET Programs	4,000.00	0.00	2,000.00	2,000.00	50.00	
001-006-521-10-41-20	L&I Insurance Premium	0.00	0.00	0.00	0.00	0.00	
001-006-521-10-42-00	Communications	16,000.00	3,776.62	5,357.60	10,642.40	33.49	
001-006-521-10-42-10	Communications - LESA	0.00	0.00	0.00	0.00	0.00	
001-006-521-10-42-20	Communications - Access	2,000.00	0.00	0.00	2,000.00	0.00	
001-006-521-10-42-30	Communications - Pagers	0.00	0.00	0.00	0.00	0.00	
001-006-521-10-43-00	Travel	3,100.00	53.19	53.19	3,046.81	1.72	1000
001-006-521-10-44-00	Advertising	500.00	0.00	0.00	500.00	0.00	
001-006-521-10-45-00	Operating rentals & Leases	2,000.00	350.82	370.33	1,629.67	18.52	
001-006-521-10-48-00	Repairs & Maintenance	2,000.00	0.00	506.91	1,493.09	25.35	
001-006-521-10-49-00	Miscellaneous	4,500.00	152.11	680.20	3,819.80	15.12	-1000
001-006-521-10-49-10	Conference/Training	1,920.00	0.00	80.00	1,840.00	4.17	
001-006-521-10-51-00	Intergov't Professional Serv	65,000.00	4,488.00	-2,326.00	67,326.00	-3.58	
001-006-521-20-11-00	Salaries	1,216,200.00	91,812.46	274,000.18	942,199.82	22.53	
001-006-521-20-12-00	Overtime	43,000.00	5,896.74	10,368.57	32,631.43	24.11	
001-006-521-20-21-00	Personnel Benefits	423,000.00	35,784.87	89,460.30	333,539.70	21.15	
001-006-521-20-22-00	Uniforms	12,000.00	626.55	1,003.06	10,996.94	8.36	
001-006-521-20-31-00	Office & Operating Supplies	25,000.00	1,209.85	2,946.75	22,053.25	11.79	
001-006-521-20-32-00	Fuel	44,000.00	2,457.34	4,916.73	39,083.27	11.17	
001-006-521-20-35-00	Small Tools & Minor Equipment	31,000.00	1,969.51	2,044.21	28,955.79	6.59	-5000
001-006-521-20-41-00	Professional Services	10,000.00	30.00	212.00	9,788.00	2.12	
001-006-521-20-41-20	L&I Insurance Premium	500.00	0.00	37.80	462.20	7.56	
001-006-521-20-42-00	Communications	15,000.00	1,294.40	2,619.99	12,380.01	17.47	
001-006-521-20-42-10	Communications - LESA	232,472.00	0.00	0.00	232,472.00	0.00	
001-006-521-20-42-30	Communications - Pagers	0.00	0.00	0.00	0.00	0.00	
001-006-521-20-43-00	Travel	5,000.00	461.46	482.36	4,517.64	9.65	-1000
001-006-521-20-44-00	Advertising	1,500.00	0.00	0.00	1,500.00	0.00	
001-006-521-20-45-00	Operating Rentals & Leases	1,000.00	0.00	0.00	1,000.00	0.00	
001-006-521-20-48-00	Repairs & Maintenance	6,000.00	376.29	1,486.26	4,513.74	24.77	
001-006-521-20-49-00	Miscellaneous	5,500.00	638.01	763.63	4,736.37	13.88	-2000
001-006-521-20-49-10	Conference/Training	10,000.00	0.00	0.00	10,000.00	0.00	-5000
001-006-521-20-51-00	Intergov'n't professional srvc	0.00	0.00	0.00	0.00	0.00	
001-006-521-90-11-00	Salaries	15,800.00	360.75	1,331.52	14,468.48	8.43	
001-006-521-90-12-00	Overtime	18,000.00	963.57	1,604.20	16,395.80	8.91	
001-006-521-90-21-00	Personnel Benefits	6,300.00	386.76	1,005.88	5,294.12	15.97	
001-006-521-90-22-00	Uniforms	1,500.00	0.00	470.00	1,030.00	31.33	
001-006-521-90-31-00	Office & Operating Supplies	750.00	0.00	73.35	676.65	9.78	
001-006-521-90-32-00	Fuel	3,000.00	59.10	59.10	2,940.90	1.97	

Council Worksession - 2

Account Number	Description	2009	2009	2009	2009	2009
		Budget	Period Amt	Ending Balance	Variance	Exp %
001-006-521-90-35-00	Small Tools & Equipment	2,000.00	0.00	205.95	1,794.05	10.30
001-006-521-90-41-00	Professional Services	0.00	0.00	0.00	0.00	0.00
001-006-521-90-43-00	Travel	1,500.00	0.00	0.00	1,500.00	0.00 -1500
001-006-521-90-44-00	Advertising	0.00	0.00	0.00	0.00	0.00
001-006-521-90-48-00	Repairs & Maintenance	1,000.00	0.00	0.00	1,000.00	0.00
001-006-521-90-49-00	Miscellaneous	1,000.00	0.00	0.00	1,000.00	0.00
001-006-521-90-49-10	Conference/Training	1,200.00	0.00	0.00	1,200.00	0.00 -1200
521	Law Enforcement	2,719,842.00	190,102.68	511,935.75	2,207,906.25	18.82
001-006-594-21-64-00	Machinery & Equipment	6,000.00	0.00	0.00	6,000.00	0.00
001-006-594-21-64-21	Computer Equipment	0.00	0.00	0.00	0.00	0.00
001-006-594-21-64-22	Vehicles	0.00	0.00	0.00	0.00	0.00
001-006-594-21-64-23	Communications Equipment	0.00	0.00	0.00	0.00	0.00
001-006-594-90-64-00	Vehicle Equipment	0.00	0.00	0.00	0.00	0.00
594	Capital Expenditures	6,000.00	0.00	0.00	6,000.00	0.00
001-006-597-28-00-00	Transfer out to Fund 208	0.00	0.00	0.00	0.00	0.00
597	Operating Transfers-Out	0.00	0.00	0.00	0.00	0.00
006	Police Department	2,725,842.00	190,102.68	511,935.75	2,213,906.25	18.78

Planning Department

Proposed Budget Reductions for 2009

	Full Year				Savings
	2007 Actual	2008 Actual	2009 Budget	2009 Revised Estimate	
Salaries	423,995	581,276	572,000	572,000	-
Overtime	15,540	21,755	7,500	1,000	6,500
Personnel Benefits	158,284	221,834	203,500	203,500	-
Uniforms	1,185	1,222	1,500	500	1,000
Office & Operating Supplies	16,537	7,731	5,000	3,000	2,000
Publications	1,127	366	750	500	250
Fuel	487	401	500	500	-
Small Tools & Equipment	5,437	1,372	750	500	250
Professional Services	50,448	101,165	52,000	52,000	-
Hearing Examiner	26,592	21,650	30,092	30,092	-
L & I Insurance Premium	-	23	100	100	-
Communications	16,876	17,327	26,000	24,000	2,000
Travel	3,553	5,507	2,000	-	2,000
Advertising	5,574	5,405	5,000	5,000	-
Operating Rentals	2,338	2,733	2,800	2,800	-
Repairs & Maintenance	214	164	500	500	-
Miscellaneous	4,354	3,520	3,000	3,000	-
Conference/Training	10,438	4,046	3,500	-	3,500
Printing	1,101	3,255	7,500	2,500	5,000
Total	744,081	1,000,751	923,992	901,492	22,500

2.4%

Building & Fire Safety Department

Proposed Budget Reductions for 2009

	2009 Adopted Budget	2009 Projected/ Adjusted Budget	2009 Budgeted Savings
Salaries	422,000	399,000	23,000 *
Overtime	3,500	2,500	1,000
Personnel Benefits	166,700	163,700	3,000 *
Uniforms	2,000	2,000	-
Office & Operating Supplies	8,500	6,500	2,000
Publications	2,000	2,000	-
Fuel	3,000	3,000	-
Small Tools & Equipment	4,000	3,500	500
Professional Services	22,500	5,000	17,500
Communications	21,000	20,500	500
Travel	2,000	1,500	500
Advertising	500	500	-
Operating Rentals	3,000	3,000	-
Repairs & Maintenance	200	200	-
Miscellaneous	3,000	3,000	-
Conference/Training	3,500	3,500	-
Printing	600	600	-
Machinery & equipment	-	-	-
	668,000	620,000	48,000
			7.2%

* vacant 1/2 receptionist

CUT EXPENSES

\$90K KLM
One postage meter
OT
Travel/Training
Supplies/Equipment
Utilities/Energy Services
Direct Phone Lines
Gas @ Costco/Negotiate price w/Conan
Cell Phone Bid
5% Dept Cuts
CTO / Furlough
Recycle Ink Cartridges
Street Slurry Seal 100K
IJR ~\$100K
Civic Center \$100K
Furlough Dept Heads
Ending Balance
Voluntary Furlough
Irrigation - Rain sensor/Delay
Office Supplies via State
Ceiling Fans
~~Library Kiosk~~
Decrease Night Meetings
Reduce Flower Baskets
Flags in lieu of Flower Baskets
Open windows instead of AC
Consultants/Lobbyists
Better Balance AC/Heat
Ban space heaters
Personal refrigerators
Wage Freeze
5% Bonus / Prorate
Cut weekly updates (hard copies)
Print Draft mode
~~Sell Drugs~~
Reduce Striping
Ad Panels
Car Take-Home Program
Skate Park Day Litter

INCREASE REVENUE

Sell surplus computers/equipment
Seek more grants
Fee for "No Ins" Citations
Sell bicycles from PD property room
Expand private use of Civic Center
Fine for signs in ROW
Charge for overhanging plants
Ads on City website & PD
Parking meters
Events in other parts of City-Uptown/GH North
Labor charge for Insurance recovery
Raise Developer fees - New Fees
Public Notice Ad recovery
Rent
Surplus Real Estate
Moorage Fees
Surplus Equipment \$
Income producing services
Charge for Park Usage / Non-resident?
Bring 'em in
Break on Fees
Increase Business License Fee
Increase Animal License Fee
Admission Tax
Sell lumber
Bring back passports
Sign sweep fee
Donations for Parks - Bricks, etc.
Prosecutor Requests
Banner Fee Increase
Tap into interest of Civic Center Debt Reserve Fund

Revenues
1st Quarter 2009

General Fund	Current Month - March			Year-To-Date			Full Year			% Inc/Dec
	2007	2008	2009	2007	2008	2009	2007 Actual	2008 Actual	2009 Budget	
Real & Personal Property Tax	3,956.72	5,923.86	5,712.90	8,878.82	9,532.75	11,899.17	372,352.79	376,608.60	430,641.00	14.3%
Sale of Tax Title Property	-	-	-	-	-	-	350.63	-	-	-9.5%
Local Retail Sales & Use Tax	306,976.17	384,161.39	371,688.02	1,153,571.18	1,433,077.39	1,306,950.85	5,314,046.56	5,749,789.53	5,203,164.00	-9.7%
Park Sales Tax	5,816.49	5,603.99	4,827.31	14,593.35	14,445.54	12,664.35	56,659.78	54,143.16	48,874.00	0.4%
Criminal Justice Funding	7,404.44	7,235.29	6,470.07	25,878.21	25,511.37	22,193.94	104,292.84	98,111.94	98,470.00	-10.0%
B & O Tax - City Water	-	-	-	568.46	-	-	346,205.73	389,898.71	369,898.00	0.0%
B & O Tax - Private Elec Util	796.48	909.14	997.76	5,555.13	5,086.67	6,102.75	23,248.05	23,304.71	23,045.00	-1.1%
B & O Tax - Private Water Util	22,430.19	23,485.58	25,949.52	66,314.52	66,314.52	71,990.80	159,299.08	156,691.55	166,869.00	6.5%
B & O Tax - Natural Gas	15,777.11	9,276.40	18,296.51	110,901.19	94,133.41	107,844.61	388,820.85	414,467.01	375,324.00	-9.4%
B & O Tax - Telephone	10,373.70	11,432.80	12,593.19	32,070.61	36,277.16	40,556.06	155,896.95	175,385.47	169,927.00	-3.1%
City Utilities Tax	10,224.31	7,027.49	6,918.92	30,738.60	23,227.65	20,662.62	128,463.91	85,947.00	-	-11.0%
Gambling Tax - Pull Tabs	-	11.58	486.20	-	11.58	539.70	-	405.72	-	-
Gambling Tax - Amusement Games	-	-	26.69	-	-	79.98	-	240.91	-	-
Total Taxes	383,755.61	455,067.52	453,967.09	1,534,353.14	1,799,002.91	1,698,820.30	7,049,637.17	7,527,082.61	6,991,202.00	-7.1%
Business Licenses	50.00	50.00	25.00	200.00	330.00	145.00	960.00	1,205.00	42,254.00	3406.6%
EFT-Bus Lic Dept of Licensing	3,243.32	3,148.34	3,496.68	7,464.97	8,948.32	9,450.00	82,225.27	39,431.59	-	-20.0%
Cabaret License Fees	-	-	-	-	-	-	250.00	250.00	200.00	-20.0%
Franchise Fees - Cable	-	-	-	-	-	-	89,397.21	95,972.91	95,072.00	-0.9%
Building Permits - Basic Fees	61,653.00	100,774.98	57,277.65	118,589.97	186,445.70	67,155.01	781,948.40	441,725.30	407,246.00	-7.8%
Bldg Permit - Plan Check Fee	74,308.08	37,597.14	38,675.15	343,223.27	72,699.91	45,357.80	637,996.26	286,400.47	252,187.00	-11.9%
Bldg Permit - Base Plan Fee	-	309.90	-	100.00	464.85	-	700.00	1,859.40	-	-
Plumbing Permit	2,224.55	4,014.87	1,849.36	18,226.80	8,599.96	3,357.91	63,839.93	28,992.64	26,072.00	-10.1%
Mechanical Permit	2,946.15	4,454.48	2,543.55	24,457.65	11,898.69	5,172.45	92,963.93	57,876.65	49,756.00	-14.0%
Sign Permit	600.00	805.74	803.74	1,052.00	2,293.26	2,099.94	5,697.00	7,768.16	6,726.00	-13.4%
Grading Permit	-	33.62	50.98	243.00	306.33	821.07	4,726.50	2,740.05	2,009.00	-26.7%
Fire Permits	1,410.50	3,107.07	2,413.76	3,880.50	9,644.71	6,308.89	56,589.57	33,695.10	27,809.00	-17.5%
Animal Licenses	65.00	66.00	71.00	395.00	327.00	310.00	825.00	719.00	812.00	12.9%
CCW Permit Fee	60.00	50.00	28.00	219.00	132.00	267.00	834.00	764.00	406.00	-46.9%
Special Use Permit	-	-	-	-	51.65	54.23	-	231.60	183.00	-21.0%
Total Licenses and Permits	146,558.60	154,412.14	107,234.87	538,379.32	325,127.87	165,937.46	1,818,703.07	999,631.87	910,732.00	-6.9%
Direct Fed Reimbo-Bulleproof	967.49	-	-	967.49	-	-	967.49	-	-	-
Grants-Eddon Boat Park Cleanup	-	-	-	-	-	-	11,345.36	-	-	-
Archeology & Historic Pres	-	-	-	-	-	-	8,935.00	-	-	-
Port Security Grant Program	-	-	122,520.25	-	-	122,520.25	-	-	-	-
Maritime Grant-PD Patrol	-	-	-	-	-	-	2,469.67	-	-	-
Dept of Ecology Grant	1,000.00	-	-	20,251.74	-	-	20,251.74	-	-	-
Traffic Safety Grants	-	-	-	3,262.84	2,766.78	-	26,727.05	9,044.67	-	-
Vessel Registration Fees	-	-	-	-	-	-	13,214.00	11,982.00	10,000.00	-16.5%
MVET-Crim Justice - Pop	-	-	-	323.81	344.38	359.87	1,345.08	1,417.95	1,589.00	12.1%
Crim Justice-Special Programs	-	-	-	1,271.84	1,336.20	1,381.98	5,249.95	5,466.57	5,390.00	-1.1%
DRI - Cities	-	-	-	275.78	312.60	307.62	1,572.07	1,241.70	1,000.00	-19.9%
Liquor Excise Tax	10,382.92	11,780.22	11,457.49	7,313.84	7,902.32	8,202.78	31,037.09	33,076.63	33,790.00	2.8%
Liquor Board Profits	-	-	-	10,382.92	11,780.22	11,457.49	49,796.54	46,445.90	48,577.00	4.6%
Historic Park Pressy PCity	-	-	15,716.00	-	-	15,716.00	-	-	-	-
Total Intergovt Revenues	12,350.41	11,780.22	149,695.74	44,050.26	24,442.50	159,947.99	172,913.04	108,675.02	100,346.00	-7.7%
Sales of Publications	260.80	364.46	264.69	850.91	1,609.47	924.10	6,657.22	6,957.48	2,000.00	-71.5%
Sales of Zoning Code	10.00	-	-	26.00	-	41.21	42.25	11.97	500.00	4077.1%
Sales of Merchandise-CityStore	263.00	199.00	346.00	602.00	255.00	719.00	2,459.00	4,719.00	2,500.00	-47.0%
Custodial/Building Security	70.00	-	-	225.00	200.00	-	415.00	280.00	500.00	78.6%
Passport Application Fees	6,060.00	2,725.00	-	22,850.00	10,025.00	-	52,860.00	30,525.00	-	-100.0%

Council Worksession - 2

General Fund	Current Month : March			Year-To-Date			Full Year			In/Dec 6993.2%
	2007	2008	2009	2007	2008	2009	2007 Actual	2008 Actual	2009 Budget	
	% Inc/Dec									
Probation Charges	933.34	412.71	30.35	1,868.74	412.71	1,010.35	6,525.63	1,555.86	107,518.00	144.8%
Sentence Compliance Fee	-	8,759.43	7,698.00	-	21,100.91	18,570.00	52,341.95	82,575.08	-	-12.0%
Jail Reimbursement	-	-	-	100.00	-	-	100.00	1.72	-	-
Zoning & Subdivision Fees	5,600.00	7,865.45	16,735.85	24,180.35	21,097.55	30,485.13	86,582.25	94,570.07	54,158.00	44.5%
Plan Checking & Inspections	9,100.00	1,608.92	642.88	10,085.00	5,883.50	3,805.75	118,560.00	59,333.46	33,537.00	-35.3%
Total Charges for Services	22,297.14	21,934.97	25,717.37	60,828.00	60,584.14	55,555.54	326,543.30	280,929.64	225,713.00	-8.3%
Municipal Court Fines	17,973.04	13,447.75	15,268.38	41,682.63	39,935.46	37,746.16	150,330.05	127,643.89	132,264.00	-5.5%
Investigative Fund Assessment	-	150.00	-	52.77	300.00	-	389.88	312.00	500.00	-100.0%
Public Defense Cost	73.68	-	112.28	77.78	294.75	340.57	746.30	1,041.41	500.00	15.5%
Total Fines and Forfeits	18,046.72	13,597.75	15,380.66	41,813.18	40,530.21	38,086.73	151,466.23	128,997.30	133,264.00	-6.0%
Investment Interest	10,219.33	3,611.78	1,630.82	31,374.69	22,937.45	5,156.73	132,154.57	43,835.30	32,685.00	-77.5%
Interest-Pierce Co Prop Taxes	36.73	41.04	11.45	343.83	269.40	141.72	5,207.10	2,526.46	-	-47.4%
Interest on Taxes	1,822.57	2,182.80	1,416.81	4,663.87	5,915.18	5,401.69	20,539.76	18,452.95	20,000.00	-8.7%
Facilities Rentals-Civic Cir	695.00	150.00	50.00	845.00	700.00	400.00	3,470.00	2,670.00	10,200.00	-42.9%
Rentals - Wilkinson Property	-	1.00	400.00	2,550.00	2,551.00	2,950.00	10,200.00	12,485.84	2,000.00	15.6%
Contributions & Donations	-	-	-	1,000.00	-	-	4,200.00	-	44,500.00	-
Gifts/Pledges/Grants-Privt Sics	-	-	-	-	-	35,100.00	-	-	-	-
Judgments & Settlements	-	-	-	-	-	4,542.27	-	-	-	-
Cashiers Over & Short	1,268.72	754.40	12,114.40	29,080.81	15,655.34	29,934.35	73,590.05	42,410.45	-	-74.3%
Other Gov't Revenues	-	-	-	-	1,500.00	-	-	2,500.00	20,000.00	91.2%
Total Miscellaneous Revenues	14,044.35	6,771.02	15,623.48	69,858.20	49,563.37	83,635.76	249,361.38	130,223.67	129,385.00	68.7%
Proceeds-Other Long Term Debt	-	-	-	-	-	-	270,000.00	170,000.00	-	-100.0%
Proceeds - Sale of Fixed Assis	2,755.00	289.00	-	2,755.00	289.00	-	3,419.17	73,589.12	-	-
Transfer in from any fund	-	-	-	-	-	-	-	500,000.00	-	-
Total Other Funding Sources	2,755.00	289.00	-	2,755.00	289.00	-	273,419.17	743,589.12	-	-100.0%
General	599,807.83	663,852.62	767,619.21	2,292,037.10	2,299,540.00	2,201,983.78	10,042,045.36	9,918,829.23	8,490,642.00	-4.2%
				Doesn't Count:		152,000.00		743,589.12		
						2,049,983.78		9,175,240.11		-10.9%
										-8.6%

2009 Monthly Revenue Report: Impact Fee Trust Fund

Full Year				
	2007 Actual	2008 Actual	2009 Budget	2009 Revised Estimate
	\$ 128,722	\$ 588,734	\$ 400,000	

Year-To-Date			
	2007 Actual	2008 Actual	2009
	\$ 146,578	\$ 281,444	0

Current Month: March		
	2008	2009
	\$ 20,671	\$ 198,990

Traffic Impact Fees

Number of Trips		174		0
Transportation Impact Fee Revenue	\$ 128,722	\$ 588,734	\$ 400,000	0

Number of Trips			0
Transportation Impact Fee Revenue	\$ 146,578	\$ 281,444	0

Number of Trips		0
Transportation Impact Fee Revenue	\$ 20,671	\$ 198,990

Park Impact Fees

Number of Single-Family			0	
Number of Multi-Family		33	0	
Parks Impact Fee Revenue	\$ 345,000	\$ 267,000	\$ 50,000	0

Number of Single-Family			0
Number of Multi-Family			0
Parks Impact Fee Revenue	\$ 235,500	\$ 250,500	0

Number of Single-Family		0
Number of Multi-Family		0
Parks Impact Fee Revenue	\$ 199,500	\$ 247,500

2009 Monthly Revenue Report: Utilities
MARCH

	Current Month: March			Year-To-Date			Full Year				
	2007	2008	2009	% Inc/Dec	2007 Actual	2008 Actual	2009 Actual	% Inc/Dec	2007 Actual	2008 Actual	2009 Budget
	Water Operating										
Total Revenues (excluding Interfund-transfers & beg fund bal)	65,443	68,538	73,089	7%	177,958	195,399	206,167	6%	882,044	936,219	951,062

Water Capital											
Actual Connections in # of ERUs	n/a	4.3	1.99		98.65	65.32	1.99		98.65	65.32	50
Connection Fee Revenue	35,384	312,244	14,948	-95%	162,416	355,319	16,993	-95%	470,819	801,960	314,500

Sewer Operating											
Total Revenues (excluding Interfund-transfers & beg fund bal)	118,459	130,346	146,750	13%	404,594	455,207	517,987	14%	1,887,073	2,106,329	2,365,276

Sewer Capital											
Actual Connections in # of ERUs	1	14.6	0		453.26	151.9	0		453.26	151.9	50
Connection Fee Revenue	282,545	2,320,053	299	-100%	477,295	2,365,840	4,261	-100%	1,576,250	734,831	427,000

Storm Operating											
Total Revenues (excluding Interfund-transfers & beg fund bal)	34,661	43,355	44,222	2%	94,519	116,134	123,279	6%	510,877	654,805	671,922

Stormwater Capital											
Actual Connections in # of ERUs	n/a	n/a	0		n/a	n/a	0		n/a	83	50
Connection Fee Revenue	0	0	0		0	0	0		0	96,280	58,660