

**GIG HARBOR
CITY COUNCIL MEETING**



November 10, 1997

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
November 10, 1997 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARING:

1. Vacation Request – 38th/Wollochet. **Rescheduled to November 24th.**
2. Six-Year Transportation Improvement Program.
3. 1998 Proposed Budget.

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

1. Tacoma Wooden Boat Society.
2. Thankyou from the O'Neills – Quail Run.

OLD BUSINESS:

1. Second Reading of Ordinance – 1998 Property Tax Levy.

NEW BUSINESS:

1. Renewal - Hearing Examiner Contract.
2. Amendment to Resolution - Westside Subarea Planning Committee.
3. Resolution Adopting the Six Year Transportation Improvement Program.
4. Ordinance Providing for Issuance and Sale of General Obligation Bonds.
5. Purchase Contract for General Obligation Bonds
6. First Reading of Ordinance – 1998 Budget.
7. Liquor License Renewal – Uddenberg Thriftway.
8. Liquor License Application – Shoreline Restaurant.

PUBLIC COMMENT/DISCUSSION:

MAYOR'S REPORT: People-Places and Spaces.

COUNCIL COMMENTS:

STAFF REPORTS:

GHPD Monthly Stats.

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

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

ADJOURN:



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
DATE: November 6, 1997
SUBJECT: PUBLIC HEARING - 1998 BUDGET

BACKGROUND

The total preliminary budget is \$17,307,254, an increase of \$250,929 (1.5%) over the 1997 budget.

Capital projects expenditures account for 37% (\$6,389,532) of total city expenditures. Some of the projects include the East/West Road Project (\$1,600,000), Rosedale Street Improvements (\$810,000) and Kimball Drive Park and Ride (\$1,160,000).

Salaries and benefits account for 19% (\$3,364,047) of the city's overall budget. This represents an increase of \$541,000 (19%) over 1997. The increase is largely due to the addition of seven and one-half positions during the year. Also, the increase partly reflects a 3.7% COLA increase. The additional positions are; a project engineer, two laborers, one and one-half fire construction inspectors, a maintenance worker, public works office assistant upgrade from one-half to full time, an administrative receptionist, and a one-half time data entry clerk.

Transfers between funds are \$1,967,000 (11%) of budget. The transfers include \$255,000 and \$150,000 from the General Fund to the 1997 L.T.G.O. and Storm Funds; \$550,000 and \$350,000 from the Capital Improvement and Capital Asset Funds to the Street Fund; and \$450,000 from the Water Fund to the Water Capital Asset Fund.

Budgeted ending cash balances are \$2,752,092, or 16% of budget as compared with \$1,135,987, or 7% in 1997.

Gig Harbor 1998 Budget Hearings
Proposed City Budget
PUBLIC NOTICE

The Gig Harbor City Council will hear public comments on the proposed 1998 City Budget as outlined below at public hearings scheduled for 7:00 p.m. Monday, November 10 and Monday, November 24, 1997 in the City Council Chambers.

<u>Fund / Department</u>	<u>Amount</u>
001 General Government	
01 Non-Departmental	\$526,346
02 Legislative	30,000
03 Municipal Court	256,330
04 Administrative/Financial	475,950
06 Police	1,251,812
14 Community Development	456,135
15 Parks and Recreation	837,550
16 Building	159,800
19 Ending Fund Balance	<u>390,213</u>
001 Total General Fund	\$4,384,136
101 Street Fund	4,604,510
105 Drug Investigation Fund	11,600
107 Hotel-Motel Fund	21,100
109 Property Acquisition Fund	1,267,000
201 '75 GO Bonds - Sewer	5,311
203 '87 GO Bonds - Sewer Construction	200,000
208 '97 LTGO Bonds	314,174
301 General Govt. Capital Assets	590,000
305 General Govt. Capital Improvement	370,000
401 Water Operating	988,100
402 Sewer Operating	1,005,744
407 Utility Reserve	520,000
408 '89 Utility Bond Redemption Fund	815,919
410 Sewer Capital Construction	760,000
411 Storm Sewer Operating	406,000
420 Water Capital Assets	1,041,000
605 Lighthouse Maintenance Trust	<u>2,660</u>
Total All Funds	<u>\$17,307,254</u>

Citizens may review the preliminary City Budget at City Hall, Monday through Friday, 8:30 a.m. to 5:00 p.m.

City of Gig Harbor, Mark Hoppen, City Administrator

Posted: November 3, 1997

First Publication: November 5, 1997

Second Publication: November 19, 1997

REGULAR GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 27, 1997

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

CALL TO ORDER: 7:02 p.m.

PUBLIC HEARING: 1998 General Fund Revenue Sources.

Mayor Wilbert opened the Public Hearing at 7:03. Dave Rodenbach, Finance Director, gave an overview of the revenue sources for the 1998 General Fund Budget. He explained that there would be an increase in property tax revenues in the upcoming year, and a slight increase in sales tax and other tax revenues. He added that he expected approximately 4.5 million in total resources. He said that the figures were not final because the valuation figures from the county had not been received and the city levy rate depends on how the county levies their taxes. He added that there were no rate increases proposed by the city for 1998.

There were no public comments, and the public hearing was closed at 7:05 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the October 13, 1997 as presented.
Picinich/Owel - unanimously approved. Councilmember Markovich abstained.

CORRESPONDENCE/PROCLAMATIONS:

1. Safe Streets. Mayor Wilbert explained that she had spoken to Chief Barker and that he did not feel that the city needed to enter into this program at this time.

OLD BUSINESS:

1. Third Reading of Ordinance - Planning Commission Recommendation, Amendments to Title 17, GHMC: Wireless Communication Facilities. Ray Gilmore, Planning Director, explained that this third reading of the ordinance was necessary to address comments that had been received late. He went over the comments and added that there were minor changes to the ordinance in response to the comments. Carol Morris, City Attorney, explained that Council should utilize the emergency passing process for this ordinance so it would become effective immediately due to the end of the moratorium, and that the late comments postponed action on the ordinance at the second reading. She gave an overview of her response to the comments received and answered questions.

MOTION: Move we adopt Ordinance No. 771 which amends Title 17 and adopts the wireless communications facilities ordinance and adopts it in an emergency fashion pursuant to section 1.08.020(b); and also, incorporates the changes and suggested recommendations of Legal Counsel with regard to language in 17.61.020; and also, the recommendations of Planning Staff to amend the abandonment provisions to read one year; and the modifications to section 17.61.030(d): 1, 2 and 3; and modifications to section 17.45.030(d) conditional uses, fixing the typo to read "Employment District," applying that to Public Institutional Districts.
Markovich/Picinich – unanimously approved.

2. Second Reading of Ordinance – Telecommunications – Use of Public Property. Carol Morris, Legal Counsel, introduced the second reading of an ordinance relating to the placement of telecommunication facilities on city property.

MOTION: Move adoption of Ordinance No. 772 which adopts the use of public property as it applies to telecommunications facilities.
Markovich/Picinich – unanimously approved.

3. Second Reading of Ordinance – Part Time Personnel Benefits. Mark Hoppen introduced the second reading of this ordinance that provides regulation with respect to benefits to employees working less than full-time.

MOTION: Move adoption of Ordinance No. 773.
Platt/Ekberg – unanimously approved.

NEW BUSINESS:

1. County Committee on Economic Development. Mark Hoppen, City Administrator, explained that he had been approached by the Pierce County Strategic Economic Development Action Plan Committee who wished to give a presentation to Council. He introduced Mr. Roland Dewhurst.

Roland Dewhurst – 10116 136th Ave KPN. Mr. Dewhurst explained he was a member of the Pierce County Citizens Advisory Committee on Economic Development, formed in January by the County Council to represent businesses, labor, government, and schools throughout the county. He gave a background of the committee and its mission to recommend a strategies to encourage economic development.

Mayor Wilbert thanked Mr. Dewhurst and added that the city's goals were the same as the committees.

2. First Reading of Ordinance – 1998 Property Tax Levy. Dave Rodenbach presented this ordinance setting the 1998 property tax levy. He explained that the assessed valuation is estimated to be up 16% over last year, not including the west side. He gave an overview of the ordinance. This will return at the next meeting for a second reading.
3. Henderson Bay – Property Purchase Agreement and Condemnation Ordinance. Mark Hoppen presented the purchase agreement and condemnation ordinance for the 10.5 acres adjacent to Grandview Forest Park. He added that the price for the purchase of the entire property is proposed at \$2,005,000, the mid-point between the City’s appraisal value of \$1.765m and the District’s appraisal value of \$2.245m. He introduced Dr. Mark Mitrovich, Superintendent of Peninsula Schools, John Biggs, School District counsel, Dave Trageser, Dain Bosworth, and Cynthia Weed, the city’s bond counsel from Preston, Gates and Ellis LLP. Carol Morris, City Attorney, gave a brief overview of the sale procedure and discussed the condemnation procedure.

Dave Trageser, Dain Bosworth, discussed the financial aspects and bond issues for the project. He passed out a summary of information and added that he had received confirmation that the City of Gig Harbor as an A-2 bond rating with Moody’s Investors Service, a positive impact for the city. This would save the city approximately \$40,000 on this bond issue as opposed to selling bonds non-rated as has been done in the past. He said that the money would be available by the end of the month for the project.

Cynthia Weed, Bond Counsel from Preston, Gates and Ellis, said that she had nothing to add to this thorough report. Carol Morris pointed out that the purchase agreement was contingent upon the passage of the condemnation ordinance and that the special passage language from GHMC section 10.08.020 was included in the ordinance so it could be passed at its introduction.

MOTION: Move adoption of Ordinance No. 774.
Markovich/Owel –

AMENDED MOTION: Amend the motion to include the legal description as Exhibit ‘B’ instead of Exhibit ‘A’.
Picinich/Owel – unanimously approved.

RESTATED MOTION: Move adoption of Ordinance No. 774 amended to include the legal description as Exhibit ‘B’.
Markovich/Owel – unanimously approved.

MOTION: Move approval of the purchase and sale agreement as presented and that our city officials be authorized to execute the agreement.
Markovich/Ekberg – unanimously approved.

MOTION: Move approval of the option agreement and authorization of the city official to sign the same.
Markovich/Picinich – unanimously approved.

4. Six-Year Transportation Plan. Wes Hill, Public Works Director, explained that it was part of the annual process to update the Six-year Transportation Plan. He explained that the resolution and Public Hearing would be at the November 10th Council Meeting. He highlighted the plan's capital improvement program and explained the outside sources of funding that would be required.
5. Permit Processing – Tenant Improvements and Processing Times. Ray Gilmore, Planning Director, responded to concerns about the amount of time it takes to process a tenant improvement permit brought up by Jim Pasin at the last Council meeting. He explained that he had included two tables in the Council packet; one that showed the average permitting times for tenant improvements throughout Pierce County jurisdictions, and the other showing seven different increments of processing times and the number of permits processed during those increments. He added that lately, tenant improvement permits have been processed in four to six weeks due to the amount of them coming in as a result of the Westside Annexation, but that the number had dropped, decreasing the turn-around time. He also added that the two tables show that the city's processing time is about fifteen days, a little faster than the Pierce County average. He went over the recommendations submitted by Mr. Pasin and explained that he was going to implement a plan, utilizing existing staff, that would set aside one or two periods during the month dedicated solely to plan review to determine if it would be sufficient to address the concerns. He will report back after two months on the progress of this plan.

Jim Pasin – 3212 50th St. Ct. NW. Mr. Pasin thanked Ray Gilmore and Mark Hoppen for taking the time to address his concerns. He again gave an example of delays in his tenant improvements permits and added that he had submitted several more in the past week to emphasize that it was an on-going process.

Councilmember Ekberg said that he was pleased by the information provided by the tables that the permits were being handled in an average time, and added that he was encouraged by the effort to speed up the process. Councilmember Markovich agreed with the fact that there has been a large increase in the amount of new buildings recently built, impacting the time it takes to review permits. Councilmember Picinich invited Mr. Pasin to return after two months to report on his observations.

6. Special Occasion Liquor License – Women's Interclub Council. No action taken.

PUBLIC COMMENT: None.

MAYOR'S REPORT: Sub-Area Planning Committee.

Mayor Wilbert reported that the Westside Sub-Area Planning Committee has been meeting on a regular basis. She added that several of their recommendations have been included in the Six-Year Transportation Plan and that a more complete report will be coming at a later Council meeting.

COUNCIL COMMENTS: None.

STAFF REPORT:

1. Ray Gilmore – Planning/Building Department. Mr. Gilmore gave a report on the recent census of Gig Harbor North and the Westside, which was completed last week. He explained that the official city population will be certified by OFM in the next thirty days, and the population was approximately 2,200 larger than before. He said he would be submitting a request at the November 10th meeting for an amendment of the resolution for a time extension of the due date for the recommendations from the Westside Sub-Area Planning Committee to allow the Planning Commission sufficient time to review their information.

Mayor Wilbert and Wes Hill answered Council's questions regarding the installation of a traffic revision of a four-way stop at the corner of 38th and Hunt Street due to safety concerns.

2. Dave Rodenbach, Finance Department – Quarterly Report. Mr. Rodenbach gave an overview of the third quarter of the 1997 budget. He explained that the General Fund is at approximately 72% of expected revenues and 60% of total resources. He added that October and November are the high months for property and sales tax collections and the city should meet or exceed their expected revenues. He gave an overview of expenditures and added that there would be a budget amendment in December largely due to legal fees. He added that hotel/motel taxes have added revenue and that due to new law changes, a committee comprised of two taxors, two users, and one elected official, would need to be formed in 1998 to determine the use of these taxes.

ANNOUNCEMENT OF OTHER MEETINGS:

1. October 30th, Dan Burden:
1-4 p.m. at City Hall – Kimball Community.
7-9 p.m. at City Hall – Livable Communities Public Lecture.

APPROVAL OF BILLS:

MOTION: Move approval of checks #18399 through #18400 and #18860 through #18937 in the amount of \$87,029.86.
Owel/Platt - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:30 p.m. for approximately 15 minutes for the purpose of discussing litigation, potential litigation, and personnel.
Owel/Platt - unanimously approved.

MOTION: Move to return to regular session at 8:35 p.m.
Platt/Owel - unanimously approved.

MOTION: Move for approval of the Settlement Agreement of \$7,300 for Northwest Cascade and Cortez Inc. verses the City of Gig Harbor.
Picinich/Owel – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:37 p.m.
Platt/Owel - unanimously approved.

Cassette recorder utilized.
Tape 472 Side B 355 – end.
Tape 473 Both Sides.
Tape 474 Side A 000 – 300.

Mayor

City Clerk



Tacoma Wooden Boat Society

P.O. Box 7504

Tacoma WA 98407

RECEIVED
OCT 31 1987
CITY OF GIG HARBOR

City of Gig Harbor
3105 Judson Street
Gig Harbor WA 98335

August 2nd & 3rd we of the Tacoma Wooden Boat Society had planned a cruise to Gig Harbor. It was suggested that we turn it into a Wooden Boat weekend at Jeresich Dock so the people could come down and see and touch the boats. Well, just before the cruise, I called to check on arrangements and was told there could be no reserving the dock or rafting. Well, we decided to try anyway, but the dock was full. Sorry, Gig harbor, but it's your loss. We went to Dockton and we had a great time.

Your loss included two classic boats; the 1927 El Mistico, the 1929 Roanoake, also a 40's Shane & Canadian Cruiser, along with a 50's Mathews & Chris Craft. Also the Austin James, an old fishing boat built from the leftover spruce from the "Spruce Goose" was planning to be there.

We are left with the idea that Gig Harbor doesn't care. Seems to me that with the rich history of Gig Harbor concerning boats and fishing, you should care.

Yours in Boating
Dave Goughnour
President T.W.B.S.

November 1, 1997

Chief Mitch Barker
Gig Harbor Police Department
3105 Judson Street
Gig Harbor, Washington 98335

RECEIVED
NOV 3 1997
CITY OF GIG HARBOR

Dear Chief Barker and The Gig Harbor Police Officers:

As seven-year residents of Quail Run Estates, we have been very distressed at the condition of our neighborhood the day after Halloween. Not this year!!!

We were so pleased with the police coverage in evidence last night and the lack of vandalism this morning! We very much appreciate the extra effort and the regard for resident requests for help. We had called the department a few weeks prior to Halloween to alert the department and Lt. Colburg called back in a very timely fashion to insure us of the awareness of the past problems and the plans for dealing with them.

We hope our message of gratitude will be conveyed to all members of the department and to those particularly assigned to our area last night. We have already seen greater coverage and attention in our neighborhood since annexation than we ever saw in all the years we have lived in this development! We are pleased and proud to officially be a part of the city.

Again, our heartfelt thanks for a job well done! Our police protection is something we all tend to take for granted so we wanted you to know that you are appreciated!

Most sincerely,

Richard & Leann O'Neill

Richard and Leann O'Neill
3719 44th St. Ct. NW
Gig Harbor, Washington 98335
253-851-2269

cc: Mayor Gretchen Wilbert and Members of the City Council



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
DATE: November 3, 1997
SUBJECT: 1998 TAX LEVY ORDINANCE

INTRODUCTION

This is the second reading of an ordinance setting the 1998 property tax levy.

BACKGROUND

The preliminary assessed valuation for 1998 taxes is \$426,722,759. This is a 16% increase over 1997. Our 1997 property tax rate is \$1.6036 per thousand. Our best estimate of taxes available for 1998 is \$700,000 which represents a 16.7% increase. However, the assessed valuation is subject to significant change before it is final and we don't know how our rate will be affected by the Fire and Library District requests and by the 106% limit.

In order to prepare a tax levy ordinance to receive the maximum amount of taxes before we have all the necessary information, the county assessor's office recommends requesting well over the amount we expect to receive. Therefore, this ordinance is based on a 1998 property tax rate of \$1.7388 per thousand raising \$742,000 in taxes. Our 1998 budget will be based on the most accurate information available at the time it is passed, currently \$700,000.

The ordinance also sets excess levy rates for outstanding voted general obligation bonds. Debt service for the 1987 GO Bonds for sewer plant construction is approximately \$100,000 in 1998 or \$0.2347 per thousand.

FINANCIAL

Property taxes are the second largest source of the city's general revenues at approximately 20%.

RECOMMENDATION

Staff recommends adoption of the ordinance.

CITY OF GIG HARBOR

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1998.

WHEREAS, the City Council of the City of Gig Harbor has considered the city's anticipated financial requirements for 1998, and the amounts necessary and available to be raised by ad valorem taxes on real and personal property, and

WHEREAS, it is the duty of the City Council to certify to the board of county commissioners/council estimates of the amounts to be raised by taxation on the assessed valuation of property in the city,

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington **ORDAINS** as follows:

Section 1. The ad valorem tax general levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 1998, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$426,722,759. Taxes levied upon this value shall be:

Approximately \$2.343 per \$1,000 assessed valuation, producing estimated revenue of \$1,000,000 for general government, or the maximum allowable by law; and

Section 2. The ad valorem tax excess levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 1998, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$426,722,759. Taxes levied upon this value shall be:

Approximately \$0.2347 per \$1000 assessed valuation, producing an estimated amount of \$100,000 for 1987 sewer construction general obligation.

Section 3. This ordinance shall be certified by the city clerk to the clerk of the board of county commissioners/council and taxes hereby levied shall be collected and paid to

the Finance Director of the City of Gig Harbor at the time and in a manner provided by the laws of the state of Washington for the collection of taxes.

Section 4. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five(5) days after the date of its publication.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___ day of ___, 1997.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Filed with city clerk: 10/20/97
Passed by the city council:
Date published:
Date effective:



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT, CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: HEARING EXAMINER CONTRACT
DATE: NOVEMBER, 19, 1996

INFORMATION/BACKGROUND

Attached is the proposed Hearing Examiner contract for 1998. Ron McConnell, our current Hearing Examiner, has requested a \$1.55 per hour rate increase in his standard fee, from \$96.30 to \$97.85 per hour. Additionally, an increase in the secretarial services rate is requested from \$38.60 to \$39.25. In both cases the increase is 1.6%. Last year's increase was 3%.

CONTRACTURAL ISSUES

This contract defines the Hearing Examiner duties as those duties which are defined by city code and Washington state statute. The agreement clarifies the employment relationship of the Hearing Examiner to the city. The agreement was approved as to form by the legal counsel previously.

RECOMMENDATION

Staff recommends approval of this contract as presented.

**CONTRACT FOR PROFESSIONAL SERVICES
CITY OF GIG HARBOR HEARING EXAMINER**

WHEREAS, the City of Gig Harbor has created the position of Land Use Hearing Examiner under Gig Harbor Municipal Code (GHMC);

WHEREAS, the City wishes to contract with a person meeting the requirements set forth in GHMC for the position of Hearing Examiner, under the terms and conditions set forth in that chapter; and

WHEREAS, said individual will be responsible for the duties of Hearing Examiner described in GHMC; NOW, THEREFORE,

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

1. **Duties.** The Hearing Examiner shall be responsible for carrying out all of the duties set forth in GHMC, and all other actions reasonable necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35A.63.170 are incorporated by this reference as if fully set forth herein. In addition, the Hearing Examiner shall prepare monthly reports on or before the 15th day of each month for the preceding month which shall document his hours of service and his travel, photocopying, mailing, and telephone expenses incurred in the performance of duties under this Agreement.
2. **Compensation.**
 - A. The Hearing Examiner shall provide services to the City at an hourly rate of **NINETY SEVEN DOLLARS AND EIGHTY FIVE CENTS (\$97.85)** for performance of the duties described herein. The City agrees to compensate the Examiner at the above rate based on a minimum of **TWO AND HALF (2.5)** hours for each public hearing, meeting, and/or site visit conducted in Gig Harbor.
 - B. The City shall reimburse the Examiner for his travel to and from Gig Harbor and the Examiner's regular place of employment at **THIRTY ONE POINT 5 CENTS (\$.315)** per mile. In addition, the City shall reimburse the Examiner for secretarial services a rate of **THIRTY NINE DOLLARS AND TWENTY FIVE (\$39.25)** dollars per hour. The city shall also reimburse the examiner for his costs involved in photocopying, mailing, and telephone expenses incurred in the performance of his duties as Examiner.
 - C. The Examiner shall receive annual performance evaluations from the City Administrator and/or Planning Director annually.

3. Term. This Agreement shall be effective upon execution, and shall run through DECEMBER 31, 1998.

4. Examiners Pro Tem. In the event of a conflict or disqualification or when in the discretion of the Hearing Examiner or regular Examiner Pro Tem, the use of an Examiner Pro Tem is required, the Mayor shall appoint a temporary Examiner Pro Tem to hear cases.

5. Billing and Payment. The City shall make (monthly) payments to the Examiner, within 45 days of receipt of his report described in Section 1 herein.

6. Employee Status. The employment relations of the Examiner shall be governed by this Agreement. The Examiner is an independent contractor providing professional services to the City pursuant to this Agreement. The Examiner maintains other professional offices, and provides professional services to clients other than the City of Gig Harbor. As such, the Examiner is not an employee of the City, and shall be responsible for the payment of federal income tax and other taxes, fees or charges from the compensation paid to the Examiner by the City. The Examiner shall not be entitled to any benefits provided to City employees and specifically shall not be entitled to sick leave, vacation, overtime, compensatory time or any other benefit not specifically addressed and provided for by this Agreement. The Examiner shall be subject to the rules of conduct of the relevant personnel policies of the City of Gig Harbor, RCW 35A.42.020 and RCW 35A.42.050, as the same now exists or may hereafter be amended.

7. Conflict of Interest. It is acknowledged that the Examiner will provide work and services for other clients in the course of their business. The Examiner agrees not to perform such services for other clients where a conflict of interest or other violation may exist.

8. Rules of Procedure. The Examiner shall be responsible for recommending rules of proceedings before the City Hearing Examiner, which rules shall be adopted by Council resolution. In addition, the Examiner shall be responsible for recommending necessary changes to those ruled

9. Indemnification. The Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from any action of the Examiner that is outside the scope of his official duties, as described in this Agreement, GHMC, RCW 35A.42.020 and RCW 35A.42.050.

10. Nonexclusive contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners and to contract for additional services in the future. Nothing herein shall be interpreted to prohibit such future appointments nor to guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Examiner in future years. The City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

11. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statements or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

12. Renewal. This Agreement shall be renewable by the City by giving THIRTY (30) days written notice prior to the conclusion of the contract term. Failure to do so will terminate the Agreement. Renewal shall be effective upon written acknowledgment and renewal by the Examiner.

13. Termination. This Agreement may be terminated by the City for the Examiner's misconduct, failure to complete the duties described under this Agreement and in GHMC, or within the time frames specified therein, or for his failure to complete such work in a manner satisfactory to the City. In the event of termination, the City shall pay for all services satisfactorily performed by the Examiner to the effective date of termination, as described in his final report submitted to the City. Upon termination, the City may take possession of all records and documents in the Examiner's possession pertaining to this Agreement.

14. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Examiner does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be within the Pierce County Superior Court in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorney fees incurred in any litigation arising out of the enforcement of this Agreement.

15. Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

16. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

17. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

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

EXAMINER: Ron McConnell
EXAMINER PRO TEM: Robert Burke
10604 N.E. 38th Place, Suite 227
Kirkland, WA 98033

DATED this _____ day of _____, 1997.

Gretchen A. Wilbert, Mayor
City of Gig Harbor

HEARING EXAMINER

ATTEST:

Molly Towslee, City Clerk

APPROVED FOR FORM:

City Attorney



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PLANNING-BUILDING STAFF
SUBJECT: WESTSIDE SUBAREA PLANNING COMMITTEE
RECOMMENDATIONS
DATE: NOVEMBER 6, 1997

BACKGROUND /INTRODUCTION

In September of 1996, Council passed Resolution No. 477 which called for a sub-area planning committee to be formed for the Westside Annexation area. The Committee was to review a variety of issues respective to planning and capital facilities and to submit a recommendation to the Planning Commission. The Planning Commission was to have completed the required public hearings prior to December, 1997. Due the substantive nature of some of the sub-area committee's recommendations and Planning Commission's workload and schedule for the balance of this year , the requisite public hearings cannot be completed by year's end.

POLICY ISSUES

Some of the sub-areas committee's recommendations, such as city zoning map amendments, could be completed within the first half of 1998. Those recommendations which require amendments to the Comprehensive Plan must be consolidated with other comprehensive plan amendments for 1998, due to the "once-a-year" limit on plan amendments. Resolution 477 should be amended to permit the Planning Commission adequate time to complete its review of the Westside Subarea Planning Committee's recommendations.

FISCAL IMPACT

There will not be a fiscal impact from amending Resolution No. 477.

RECOMMENDATION

Amend Council Resolution No. 477, Section 1, Item #5, to read:

This process will be completed by October 31, 1998

A resolution modifying the completion date is attached for Council's consideration.

**CITY OF GIG HARBOR
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR COMMITTING TO A SUB-AREA PLANNING PROGRAM FOR THE AREA KNOWN AS THE WESTSIDE ANNEXATION AREA AND AMENDING THE TIME LIMITATION IMPOSED UNDER COUNCIL RESOLUTION NO 477.

WHEREAS, the City Council adopted Resolution 477 which established a sub-area planning process for the Westside Annexation area; and,

WHEREAS, the recommendation of the Committee was to be presented to the Planning Commission for a public hearing and recommendation by the Planning Commission to the City Council by December 31, 1997; and,

WHEREAS, a Westside Subarea Planning Committee composed of eight interested citizens representing the business and residential communities in the Westside Annexation area was convened by the Mayor in July of 1997; and,

WHEREAS, the Westside Subarea Committee conducted five worksession in September and October of 1997; and,

WHEREAS, the Committee developed a list of recommendations at its final meeting of October 21, 1997; and,

WHEREAS, the workload and schedule for the Planning Commission precludes the possibility of any public hearing prior to December 31, 1997; and,

WHEREAS, some of the recommendations would require an amendment to the City of Gig Harbor Comprehensive Plan, which may only be amended once per year.

WHEREAS, the City has amended it's comprehensive plan for 1997 and the next opportunity for amendment will not be until 1998.

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

Section 1. The City Council hereby amends that time limit established under Council Resolution 477 to read as follows:

The Planning Commission shall submit it's recommendation by October 31, 1998.

PASSED AND APPROVED, at the regularly scheduled City Council meeting of the 11th day of November, 1997.

Gretchen Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk

Filed with City Clerk: November 6, 1997
Passed by City Council:

Westside Sub-Area Planning Committee Recommendations

STREETS, SIDEWALKS AND TRANSPORTATION

1. Install sidewalks and curbing from Gig Harbor Motor Inn to the City Limits at Quail Run/Park (1998-99).
2. Improve and pave the graveled portion of 50th Street Court NW and install sidewalks on at least the south side of the roadway (1998-99).
3. Install sidewalks on at least the south side of Briarwood from Point Fosdick to 38th Avenue, with marked four way crosswalks at each intersection. (1998-99). This neighborhood is within the walking distance of the Peninsula School District, i.e., Goodman Intermediate and Harbor Heights Elementary. Extend sidewalks along 38th Avenue to the Schools.
4. Consider using traffic circles on Briarwood Lane as a measure to control traffic flow.
5. Although it is outside the City limits, determine, with the appropriate agencies, the feasibility of extending 36th street from 38th Avenue to Point Fosdick as a through street in order to carry traffic to and from Highway 16. (1998-1999). If necessary, work with Pierce County to affect a connection of 36th Street with 38th Avenue. This will help relieve to traffic on Briarwood Lane, which is a major concern of the residents and would provide safe walking for residents and workers in the area. Also, this should be considered a potential mitigation measure should 24th Street be closed off to SR-16 as a result of a new or expanded bridge.
6. Study and establish a plan and time table for a master traffic flow system for the annexed area to include the two existing Highway 16 interchanges and the Hunt Street over/under crossing of Highway 16. (1998-2000).
7. Study and establish a plan and timetable for traffic control at; 1) Hunt and 38th Avenue and 2) 38th Avenue and Olympic. (1998).
8. Widen Olympic Drive and 56th Street NW to 38th Avenue, to include curbing and sidewalks. (2000-2002).
9. Study and establish a public transportation plan, both short (one to five years) and long term (2010 to 2025), that includes bus stops, park and ride facilities and mass transit (RTA) stops. (1998-2000).

SEWER AND STORM WATER

1. Establish another ULID for the residential and commercial neighborhoods within the annexation area and outside the current ULID No. 2 to enable sewer connections by 2010. (1999-2000).

2. Review existing storm water systems and establish a master plan for their replacement or improvement (1998-1999).
3. Work with Pierce County to control and manage storm water run-off from developments in the county outside the Westside which affect existing properties within the Westside. Establish a Master plan for the development of "new" storm water systems required for the annexed area (1999-2002).
4. With the appropriate agencies or companies develop a plan for the placement of all utilities and storm systems underground (1998-2002).

LAND USE

1. Visually Sensitive Areas/Visual nodes – Consider amendments to the Design Guidelines to permit enhanced design components as opposed to outright screening for the commercial areas near the interchanges. Amend design manual to define "enhanced or extensive design review."
2. Define an area within the Westside which is suitable for a public park.
3. Amend the City Zoning Map for the Westside Area (attached) to include an additional 22 acres as C-1 (general commercial) and 26 acres as B-2 (commercial-business). All areas affected are designated Commercial/Business on the City of Gig Harbor Comprehensive Plan Land Use Map.

ENFORCEMENT ISSUES

1. Implement increased police protection for both residential and commercial needs, based upon the completed complement of officers (1997).
2. Increase traffic surveillance on Briarwood Land.
3. Noise abatement at the Narrows airport – Air traffic currently violates FAA regulations by using *unauthorized* approach vectors and altitude. The City should inform the City of Tacoma (owner of the Tacoma Narrows Airport) that FAA rules are not being enforced.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM, 1998-2003
DATE: NOVEMBER 4, 1997

INTRODUCTION/BACKGROUND

Local agencies are required to prepare six-year transportation improvement programs under RCW 35.77.010, and to receive State funding, and Federal transportation funding under the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), 23 USC. The proposed plan is consistent with the City of Gig Harbor Transportation Plan (December 1994), and has been updated to reflect anticipated transportation system improvement needs in the Westside and Gig Harbor North annexation areas as well as other areas of the City, and more current cost information. More definitive project information will be developed and available following completion of the Comprehensive Transportation Plan update scheduled for 1998.

Design of the East-West Road is underway and agreement on the alignment has been reached with the three property owners along the route. Design completion is contingent on resolution of Washington State Department of Transportation concerns regarding the distance of the relocated Canterwood Boulevard-Burnham Drive intersection from the northbound SR-16 access ramps, and commitments for future improvements. Assuming that these issues are resolved by the end of January, construction will be underway in May or June.

The Rosedale Street Improvement Project design is also underway, with an anticipated construction start in June or July.

Pierce Transit has reached agreement with Tacoma Public Utilities for a new lease to accommodate the improvements to the Park and Ride facilities on Kimball Drive in conjunction with the Kimball Drive Park and Ride Expansion and Related Traffic Improvements Project. The traffic improvements include installation of a "priority" signal at the Kimball Drive-Pioneer Way intersection for emergency and transit vehicles, signal interconnect and related improvements to the signals at the Grandview Street and Stinson Avenue intersections with Pioneer Way, and repaving and channelization improvements in the segment of Pioneer Way between Grandview Street and Stinson Avenue, and the approach leg of Kimball Drive. Pierce Transit has obtained additional funding from the Federal Transit Administration. As a result, Pierce Transit has assumed lead agency status for design, with the City being responsible for construction contract administration. Pierce Transit will begin the consultant selection process after execution of an interlocal agreement between Pierce Transit and the City. This agreement is also essential for federal funding. Construction is anticipated to start in July based on completion of the consultant selection process and initiating the design work by January.

MAYOR WILBERT AND GIG HARBOR CITY COUNCIL

November 4, 1997

Page 2

Improvements to Bayridge Avenue will be incorporated with storm sewer and water main replacement. Construction on this project will begin in May.

Off-street parking improvements are proposed within the downtown business district contingent on reaching a lease agreement for the Tarabochia property on the south side of Tarabochia Street. Agreement has been reached to commence lease negotiations.

Miscellaneous projects on the 1997 program will respond to pavement, sidewalk, and storm drainage needs on a prioritized basis depending on location, severity, traffic volumes, safety, and funding.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

Staff recommends that the Council move and approve the attached Six-Year Transportation Improvement Program (1998-2003), and the adopting resolution.

**CITY OF GIG HARBOR
RESOLUTION NO. _____**

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

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

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

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on November 10, 1997, and

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

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (1998-2003, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

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

RESOLVED this _____ day of _____, 1997

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MARK HOPPEN

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



City of Gig Harbor. The "Maritime City."

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

SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN NARRATIVE 1998-2003

1) EAST-WEST (Borgen) ROAD: Swede Hill Interchange to Peacock Hill Avenue, Phase I

This project is an integral component of the Gig Harbor North annexation. This project is a cooperative venture with the property owners-developers along the project alignment, Pierce County and the City. The property owners-developers are providing the right-of-way, and Pierce County has agreed to cover up to \$1,000,000 of the Phase I project costs. The Phase I project will provide two travel lanes with left turn pockets in the segment from the SR-16 interchange at Swede Hill to Peacock Hill Avenue. This will relieve existing traffic congestion on City streets serving the area north and east of the City, and provide access for development in the annexation area. Agreement has been reached with the three landowners for the road alignment through their properties, and negotiations are continuing with the Washington State Department of Transportation to secure their approval to connect the improvements at the SR-16 overcrossing. In accordance with the agreements with Pierce County and the primary landowners along the route, Phase I work includes design of the ultimate five-lane section. Anticipated features for the fully developed street section include a landscaped median and planter strips, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter, and sidewalk on each side.

2) ROSEDALE STREET: Harborview Drive to West of Shirley Avenue

Improvements on this federally funded project include pavement reconstruction; and widening to provide concrete curb and gutter on both sides, storm sewer improvements, asbestos-cement water main replacement, parking on one side or both sides of the street in the segment between Harborview Drive and Stinson Avenue, a bicycle lane and sidewalk on at least one side of the street, provisions for or landscaping and architectural street lights, and provisions for future signalization at the Stinson Avenue intersection. Design work commenced in 1997.

3) KIMBALL DRIVE PARK & RIDE EXPANSION & RELATED TRAFFIC IMPROVEMENTS:

This project will approximately double the capacity, restore deteriorated pavement, and construct a pedestrian-transit center, landscape buffer, lighting, storm sewer system, and related improvements for the Pierce Transit Park and Ride facility on Kimball Drive). The project also includes a new traffic signal at the Pioneer Way-Kimball Drive intersection, signal replacement at the Grandview Street-Pioneer Way intersection, signal improvements at the Stinson Avenue-Pioneer Way intersection, signal interconnect for signal coordination and priority signal control for emergency and transit vehicles, channelization, asbestos-cement water main replacement, and pavement restoration. Federal Aid, Pierce Transit, Fire District 5, and private funds are involved in this project. Pierce Transit will be the lead agency for design due to the source of design funding for their portion of the work, and the City will be the lead agency for construction contract inspection and administration.

4) BAYRIDGE AVENUE: Rosedale Street to Street End

This project will replace the existing failing pavement with a structural pavement section, including storm drainage system and outfall improvements. The work will be performed in conjunction with installation of a water main to provide for an eventual looped connection with the water main on Shirley Avenue and fire flow in this area.

5) KIMBALL DRIVE: Pioneer Way to Hunt Street

This project involves reconstruction of Kimball Drive to replace deteriorated pavement, and provide a primarily three-lane section with bicycle lanes along the entire segment; parallel on-street parking and landscaped median where feasible; storm drainage improvements; full curb, gutter, and sidewalk improvements on both sides; landscaped parking strips, architectural street lights, and other related improvement to accommodate additional vehicle and pedestrian traffic in this developed commercial corridor. Project construction will be deferred until additional funds are available to supplement developer contributions.

6) POINT FOSDICK DRIVE, PHASE 1: 1,000-foot south of Olympic Drive to 44th Street (Private), Phase I

This project would complete the five-lane widening along the commercial frontages on Point Fosdick Drive and eliminate deteriorated portland cement concrete pavement, and narrow shoulders. The contemplated improvements include left-turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, and architectural lighting. This work would be coordinated with utilities to allow undergrounding of overhead facilities.

7) POINT FOSDICK DRIVE, PHASE 2: 44th Street (Private) to City Limits

This project would widen Point Fosdick Drive to provide a three-lane parkway section extending to the City limits consistent with the Design Manual. The contemplated improvements include two through lanes, left-turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, and architectural lighting.

8) EAST-WEST (Borgen) ROAD: Traffic Signal at Canterwood Boulevard-Burnham Drive Intersection

This project will install an actuated traffic signal at the intersection of Canterwood Boulevard-Burnham Drive with the East-West Road to facilitate traffic flow based on estimated traffic volumes, and anticipated WSDOT requirements for connection to the SR-16 overcrossing at Swede Hill.

9) 38th AVENUE, PHASE 1: 56th Street to Briarwood Lane

This project will involve reconstruction and widening to provide a structural pavement section, including through and bicycle lanes, landscaped planter strips, sidewalks, and architectural lighting. This section serves a large residential area, and is a primary route to Goodman Middle School and Harbor Heights Elementary School.

10) 38th AVENUE, PHASE 2: Briarwood Lane to City Limits

This project will continue the reconstruction and widening of 38th Avenue, including through and bicycle lanes, landscaped planter strips, sidewalks, and architectural lighting. Work will be coordinated with Pierce County and the Peninsula School District to complete the improvements from the City limits to the school entrance, at a minimum.

11) OLYMPIC DRIVE/56th STREET: 950-feet west of Point Fosdick Drive to 38th Avenue

This project will widen Olympic Drive to a five-lane section to include left turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, and architectural lighting. The project would also include provisions at a minimum, for future signalization at the 56th Street-Olympic Drive intersection. These improvements are anticipated necessary to accommodate current and future development, and increased traffic volumes.

12) VERNHARDSEN STREET: Peacock Hill Avenue to City Limits

This project includes minor widening, pavement restoration and/or overlay, storm sewer, curb, gutter, and sidewalk(s). The project will be performed in one or more stages in conjunction with construction of water main improvements as shown in the Comprehensive Water Plan.

13) ROSEDALE STREET, PHASE 2: SR-16 to City Limits (54th Ave. NW.)

This project will consist of reconstruction, overlay, and minor widening to provide a nominal two to three-lane section with bicycle lanes, curbs, gutters, and sidewalks on both sides of the street, storm sewer improvements, landscaping, architectural lighting, and related improvements. Improvements will include channelization, and provisions for future signalization at the Skansie Avenue-Rosedale Street intersection.

14) FRANKLIN AVENUE: Burnham Drive to Peacock Hill Avenue

The purpose of this project is to provide a pedestrian link with Burnham Drive, Peacock Hill Avenue and the Finholm-Fuller Street View Climb connection to North Harborview Drive. The street will be reconstructed to provide a full-paved width residential street section with storm drainage improvements, and curbs, gutters, sidewalks and landscaped planter strips on both sides of the street. The project will be performed in conjunction with replacement of the existing asbestos-cement water main, and will include traffic calming features appropriate to the residential setting.

15) FULLER STREET: Franklin Avenue to Prentice Avenue (See Franklin Avenue)

16) HARBORVIEW DRIVE: Soundview Drive to Street End

This project will be performed in conjunction with the Harborview Drive Street End Park improvement project, and replacement of the existing asbestos-cement water main. The improvements will consist of minor widening on the north end for parking, storm sewer system, curbs and gutters on both sides, sidewalk on one side, and architectural lighting. A landscaped planter strip may be included depending on space availability.

17) PRENTICE STREET: Burnham Drive to Fennimore Street

Improvements contemplated for this project are primarily intended to provide pedestrian linkages for the Harbor Ridge Middle School, and include minor widening, storm sewer system, curbs, gutters, sidewalks, landscaping, and architectural lighting.

18) BURNHAM DRIVE: Franklin Avenue to Harborview Drive

This reconstruction project will improve the profile for sight distance and will include minor widening, storm sewer system, asbestos-cement water main replacement, curbs, gutters, sidewalks, landscaping and architectural lighting.

19) BRIARWOOD LANE: Point Fosdick Drive to 38th Avenue

Improvements included with this project would include a sidewalk or pedestrian path on at least the south side to provide for separation of pedestrians and vehicles. Additional improvements include curbs, gutters, a pedestrian path/sidewalk, planter strips, traffic islands and other traffic calming features.

20) GRANDVIEW STREET: Stinson Avenue to Soundview Drive

This project will reconstruct the existing road and will include minor widening, curbs, gutters, sidewalk on at least one side, storm sewer improvements, asbestos-cement water main replacement, landscaping and architectural lighting.

21) 56th STREET/POINT FOSDICK DRIVE: Olympic Drive to Olympic Drive

This project will widen 56th Street to provide a three lane section, with left-turn pockets/landscaped median where feasible, bicycle lanes, planter strips where feasible, and sidewalks to accommodate additional vehicle and pedestrian traffic in a developed commercial corridor.

22) ROSEDALE STREET, PHASE 3: Shirley Avenue to SR-16

Work on this project will include reconstruction, overlay, and minor widening to provide a two-lane section with parallel on-street parking where feasible and desired; storm drainage, sanitary sewer, and water main improvements; concrete curb and gutter on both sides; a bicycle lane and sidewalk on one side of the street, and provisions for or landscaping and architectural street lighting.

23) JUDSON STREET: Pioneer Way to Soundview Drive

This project provides for reconstruction and possible realignment of the existing street to provide an aesthetic and "pedestrian-friendly" linkage between Pioneer Way and Soundview Drive. The project contemplates minor widening to provide for left-turn pockets or on-street parallel parking where feasible; curbs, gutters, and sidewalk on both sides; storm drainage and water main improvements; landscaped planter strips; and architectural lighting.

24) EAST-WEST (Borgen) ROAD: Swede Hill Interchange to Peacock Hill Avenue, Phase 2

This project will complete the full five-lane section through all or portions of the East-West Road corridor as traffic conditions warrant. Anticipated features for the fully developed street section include a landscaped median and planter strips, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter, and sidewalk on each side.

25) CRESCENT VALLEY CONNECTOR: Peacock Hill Avenue to Crescent Valley Road

This project will extend the East-West Road further east to provide better access to the Gig Harbor North area and reduce traffic volumes on City streets in the north and west harbor areas.

26) SR-16 CROSSING AT HUNT STREET: Hunt Street to Hunt Street

The purpose of this project will be to relieve congestion at the SR-16 crossings-interchanges at Olympic Drive and Pioneer Way-Wollochet Drive by providing an alternate vehicle-pedestrian link between the commercial-residential areas on the west and east sides of SR-16. The design will need to consider existing street grades and building elevations, and the proposed Kimball Drive Connector.

27) KIMBALL DRIVE CONNECTOR: Hunt Street to Soundview Drive

This project will extend Kimball Drive south of Hunt Street to Soundview Drive to relieve existing and anticipated congestion on Soundview Drive, and at the SR-16 crossings at Olympic Drive and Pioneer Way-Wollochet Drive by providing route options.

28) DOWNTOWN PARKING LOT: Central Business District

This project will provide for additional off-street parking to augment existing public and private parking opportunities. Design will conform to the City's Design Guidelines. Design and construction are contingent on City acquisition through donation or lease of a suitable parcel or parcels.

29) NORTH-SOUTH CONNECTOR: East-West Road to Peacock Hill Avenue

Corridor preservation for future north-south access and circulation in the Gig Harbor North area consistent with and as identified in the Comprehensive Plan.

30) FOSTER STREET: Stinson Avenue to Street End

This project will involve reconstruction to provide subdrainage and storm sewer improvements, a structural section, curbs and gutters on both sides, and a sidewalk on at least one side. The work will be performed in conjunction with replacement of the existing 10-inch asbestos-cement water main.

31) SELLERS STREET: Peacock Hill Avenue to North Harborview Drive

The purpose of this project will be to restore the deteriorated pavement surface with an asphalt concrete overlay and minor widening, provide traffic calming features if warranted, and install storm drainage improvements.

32) STREET LIGHTS: Minor and Collector Arterials

This project will install underground power and streetlights in conformance with the City's Design Guidelines along minor and collector arterials to enhance vehicle and pedestrian safety, and neighborhood aesthetics.

33) REPAIR AND RESTORATION OF VARIOUS STREETS:

This project proposes to pave various roadway surfaces, and to improve storm drainage on various public streets throughout the City.

34) EMERGENCY:

Emergency repairs to City streets to restore traffic and/or safer driving conditions, and/or access for vehicles and pedestrians.

CITY OF GIG HARBOR

Six Year Transportation Improvement Program
1998 to 2003

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Puget Sound Regional Council

Hearing Date November 10, 1997
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (1)	PRIOR TY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/ YEAR PHASE STARTS	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RW REQ. DATE
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL						
(16)	1	A) -, B) - C) EAST-WEST (BORGEN) ROAD - Phase 1 D) East-West Road E) Swede Hill Interchange (SR-16) to Peacock Hill Ave. F) Design full 5-lane section, construct 2-/3-lane section, including curb, gutter, and sidewalk on one side if suffic. budget, storm drainage, channelization, and provisions for installation of lighting & signalization.	01	F	1.27	CPS TGW	PE RAW CONST TOTAL	05/97 01/97 05/98			34 (Pierce Co.) 880 914			38 530 568	72 1,410 1,482	72 1,410			EIS CE EA	
16	2	A) -, B) - C) ROSEDALE STREET IMPROVEMENTS D) Rosedale Street (3330) E) Harborview Drive to West of Shirley Avenue F) Minor widening to provide two thru lanes, curbs & gutters; parallel parking where feasible on at least one side; storm sewer improvements; bicycle lane, planter strip, sidewalk on one side, channelization, & provisions for landscaping, & lighting, & provision for future signalization at Stinson Ave.	03, 05, 06	F	0.50	CP TGW	PE RAW CONST TOTAL	09/97 06/98						45 207 252	45 776 821	45 776			EIS CE EA	NO
16	3	A) -, B) - C) KIMBALL DRIVE PARK & RIDE EXPANSION & RELATED TRAFFIC IMPROVEMENTS D) Pioneer Way (3324) E) Grandview Street to Stinson Avenue F) Pierce Transit pk. & ride fac.exp. & imprvmt., incl. pvmnt., & install a transit cir., incl. landscpg., lighting, rev'd pwr.poles, & stm. dm. sys.. Constr. new traf. signal at Pioneer Wy. & upgr. signals @ Stinson Ave. & Gmdw. St. intersections w/ Kimball Dr., incl. signal interconn. & priority op., chnrlzn, & ovrly.	03 06, 12, 21	F	0.10	PTW	PE RAW CONST TOTAL	01/98 08/98	F		97 775 872	15 (Pierce Transit, F.D. #5, Dev.) 123 138		17 133 150	129 1,031 1,160	129 1,031			EIS CE EA	
19	4	A) -, B) - C) BAYRIDGE AVENUE IMPROVEMENTS D) Bayridge Avenue E) Rosedale Street to Street End F) Reconstruct. to eliminate failed pavement sections, & provide struct. rdwy. section, including storm drainage system improvements (\$51,000). Project will be performed in conjunction with water main construction.	03, 07	F	0.28	W	PE RAW CONST TOTAL	07/97 05/98						5 45 50	5 45 50	5 45			EIS CE EA	

CITY OF GIG HARBOR

Six Year Transportation Improvement Program
1998 to 2003

Agency City of Gig Harbor
 County No. 27
 City No. 0490
 MPO Puget Sound Regional Council

Hearing Date November 10, 1997
 Adoption Date _____
 Resolution No. _____

FUNCTIONAL CLASS (1)	PROJECT NUMBER	PROJECT COSTS IN THOUSANDS OF DOLLARS														EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
		IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	RAW REQ.? DATE			
								FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS							TOTAL		
00 (16)	4	A) --, B) -- C) KIMBALL DRIVE IMPROVEMENTS D) Kimball Drive E) Pioneer Way to Hunt Street F) Reconstruction to provide a 2- / 3-lane section w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, on-street parallel parking and/or landscaped median where feasible, storm sewer improvements, and lighting.	03 05	F	0.41	CPT	PE	07/98					45	45	45				EIS		
						RAW												CE			
						CONST	06/99		275 (TIA S.C. 'Dev.')		125			400		400		EA			
						TOTAL			275		170			445							
16	5	A) --, B) -- C) POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 1) D) Point Fosdick Drive E) 1,000-ft. South of Olympic Dr. to 44th Street F) Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 04 06	P	0.23	CP TGW	PE	04/99	STP(U)	62			10	72		72			EIS		
						RAW												CE			
						CONST	06/00		460		70			530		530		EA			
						TOTAL			522		80			602							
16	7	A) --, B) -- C) POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 2) D) Point Fosdick Drive E) 44th Street to City Limits F) Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 04 06	P	0.26	CP TGW	PE	04/99	STP(U)	58			9	65		65			EIS		
						RAW												CE			
						CONST	06/01		420		60			480		480		EA			
						TOTAL			478		69			545							
(16)	8	A) --, B) -- C) EAST-WEST (BORGEN) ROAD SIGNAL D) East-West Road E) Burnham Drive/Cantenwood Blvd. Intersection F) Design & construct signal improvements.	06	P	0.04	CPS TGW	PE	09/99					20	20		20			EIS		
						RAW												CE			
						CONST	05/00			30 (Dev. Partic.)		108		138		138		EA			
						TOTAL				30		128		158							

CITY OF GIG HARBOR

Six Year Transportation Improvement Program
1998 to 2003

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Puget Sound Regional Council

Hearing Date November 10, 1997
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (1)	PROJECT NUMBER	PROJECT COSTS IN THOUSANDS OF DOLLARS														EXPENDITURE SCHEDULE				FEDERALLY FUNDED PROJECTS ONLY	
		IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION						EXPENDITURE SCHEDULE (Local Agency)				ENVR. TYPE	R/W REQ. DATE		
								FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th				
								FEDERAL FUND CODE	FEDERAL COST BY PHASE											FEDERAL	FEDERAL
17	9	A) --, B) -- C) 38TH AVENUE IMPROVEMENTS (Phase 1) D) 38th Avenue E) 56th Street to Briarwood Lane F) Reconstruction to provide a 2-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 03 06	P	0.26	CPS TGW	PE RW CONST TOTAL	06/99	STP	52	 381 433	 25 25	 34 42	80	 440 500	 440	 60	 161	EIS CE EA		
17	10	A) --, B) -- C) 38TH AVENUE IMPROVEMENTS (Phase 2) D) 38th Avenue E) Briarwood Lane to City Limits F) Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, storm sewer improvements, and lighting.	03 05 06	P	0.38	CPS TGW	PE RW CONST TOTAL	06/99	STP	77	 582 639	 25 25	 83 75	89	 650 739	 650	 89	 161	EIS CE EA		
16	11	A) --, B) -- C) OLYMPIC DRIVE/56th STREET IMPROVEMENTS D) Olympic Drive & 56th Street E) 950-ft. west of Point Fosdick Drive to 38th Avenue F) Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, lighting, and provisions for future signal at Olympic Dr. -56th St. intersection.	03 04 06	P	0.49	CPS TGW	PE RW CONST TOTAL	06/01	STR(U)	139	 1,024 1,180	 80 80	 79 101	161	 1,180 1,341	 1,180	 161	EIS CE EA			
00 /16	12	A) --, B) -- C) VERNHARDSEN STREET IMPROVEMENTS D) Vernhardsen Street / 98th Street E) Peacock Hill Avenue to City Limits F) Minor widening, pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s), bicycle lanes (east of N. Harborview Drive), and channelization. Project will be performed in conjunction with water main improvements.	05 07	P	0.34	W	PE RW CONST TOTAL	01/00		 25 25	 25	 119 132	13	13	 144 157	 144	 10	 3	EIS CE EA		

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		IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					TOTAL	1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RAW REQ. DATE	
								FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS								TOTAL
								FEDERAL FUND CODE	FEDERAL COST BY PHASE											
16	13	03 05	P	0.53	CPT	PE	04/01	STP(U)	59				10	69				69	EIS	
C) ROSEDALE STREET IMPROVEMENTS (Phase 2) D) Rosedale Street E) State Route 16 to City Limits (54th Ave. NW) F) Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes, curbs, gutters, & SAW on both sides, storm, provisions for landscaping & lighting, & provisions for a signal at the Skansie Avenue intersection. A water main extension will be performed in conjunction with this project.						RAW													CE	
						CONST	06/02		435				68	503				503	EA	
						TOTAL			494				78	572						
19	14	03	P	0.23	CPT	PE	06/98						19	19	19				EIS	
C) FRANKLIN AVENUE IMPROVEMENTS D) Franklin Avenue E) Burnham Drive to Peacock Hill Avenue F) Reconstruction to provide a full-paved width street section, with curbs, gutters, and sidewalks on both sides, storm sewer improvements, landscaping, lighting, water main replacement, and traffic calming features. Project will be performed in conjunction with a water main replacement.						RAW													CE	
						CONST	06/99						167	167	167				EA	
						TOTAL							186	186						
19	15	03	P	0.06	CPT	PE	06/98						4	4	4				EIS	
C) FULLER STREET IMPROVEMENTS D) Fuller Street E) Franklin Avenue to Prantice Avenue F) See Franklin Avenue (No. 14)						RAW													CE	
						CONST	06/99						38	38		38			EA	
						TOTAL							42	42						
19	16	03 05	P	0.22	CPT	PE	09/98	STP(E)					16	16	8	8			EIS	
C) HARBORVIEW DRIVE IMPROVEMENTS D) Harborview Drive E) Soundview Drive to Street End F) Reconstruction, including minor widening for on-street angle parking (north end, west side), storm sewer improvements, curbs, gutters, sidewalk on one side, landscaped planter strip where feasible, and lighting. Project will be performed in conjunction with the Harborview Dr. Street End Project and water main replacement.						RAW													CE	
						CONST	06/99		50				59	119		119			EA	
						TOTAL			50				85	135						

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FUNCTIONAL CLASS (1)	PROJECT NUMBER	PROJECT COSTS IN THOUSANDS OF DOLLARS																			
		PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION						EXPENDITURE SCHEDULE				FEDERALLY FUNDED PROJECTS ONLY		
									FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th	EMVR. TYPE	RAW REQ. DATE	
									FEDERAL FUND CODE	FEDERAL COST BY PHASE											10
19	17	A) --, B) -- C) PRENTICE STREET IMPROVEMENTS D) Prentice Street E) Burnham Drive to Fernmore Street F) Minor widening, including curbs and gutters on both sides, sidewalk(s), storm sewer improvements, landscaped planter strip where feasible, and lighting.	03 05	P	0.30	CPT	PE RAW CONST TOTAL	04/99 06/00 	 	 	 	 	 	10 49 59	10 74 84	 	10 	 	 	EIS CE EA	
00 (17)	18	A) --, B) -- C) BURNHAM DRIVE IMPROVEMENTS D) Burnham Drive E) Franklin Avenue to Harborview Drive F) Reconstruction, including minor widening, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips, and lighting. Project will be performed in conjunction with water main replacement.	03 05	P	0.28	CPT	PE RAW CONST TOTAL	01/00 06/01 	 	 	 	 	 	27 202 229	27 202 229	 	27 	 	 	EIS CE EA	
19	19	A) --, B) -- C) BRIARWOOD LANE IMPROVEMENTS D) Briarwood Lane E) Point Fosdick Drive to 38th Avenue F) Construct curbs, gutters and sidewalks/pedestrian pathway(s), planter strip(s), traffic islands, and lighting.	01	P	0.59	CPS TG	PE RAW CONST TOTAL	04/00 08/01 	 	 	 	 	 	15 185 180	15 190 205	 	15 	 	 	EIS CE EA	
00 (17)	20	A) --, B) -- C) GRANDVIEW STREET IMPROVEMENTS D) Grandview Street E) Stinson Avenue to Soundview Drive F) Minor widening, including curbs, gutters, sidewalks, storm sewer improvements, landscaping, and lighting. Project will be performed in conjunction with water main replacement.	03 05	P	0.51	CPT	PE RAW CONST TOTAL	04/99 08/00 	 	 	 	 	 	50 367 417	50 367 417	 	50 	 	 	EIS CE EA	

CITY OF GIG HARBOR

Six Year Transportation Improvement Program
1998 to 2003

Agency: City of Gig Harbor
County No.: 27
City No.: 0480
MPO: Puget Sound Regional Council

Hearing Date: November 10, 1997
Adoption Date:
Resolution No.:

FUNCTIONAL CLASS (1)	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE					FEDERALLY FUNDED PROJECTS ONLY			
						FUND SOURCE INFORMATION					FEDERAL FUNDING					EXPENDITURE SCHEDULE								
						PROJECT PHASE	MONTH/YEAR PHASE STARTS	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP T/A UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	RAW REQ. DATE					
16	A) - B) - C) 56th ST. / P.T. FOSDICK DR. IMPROVEMENTS D) 56th Street & Point Fosdick Drive E) Olympic Drive to Olympic Drive F) Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on one or both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 04 06	P	0.53	CP 1GW	PE RW	04/01	P	123						19	142					142	EA		
16	A) - B) - C) ROSEDALE STREET IMPROVEMENTS (Phase 3) D) Rosedale Street E) Shirley Avenue to State Route 16 F) Minor widening to provide 2-ft. lanes, with parallel on-street parking where feasible and deshoed, curbs, gutters, storm sewer improvements, bicycle lane and sidewalk on one side, and provisions for landscaping and lighting.	03 05	P	0.34	CPT	PE RW CONST TOTAL	03		26					30	30							30	EA	
00 (17)	A) - B) - C) JUDSON STREET IMPROVEMENTS D) Judson Street E) Pioneer Way to Saurview Drive F) Minor widening for left-turn pockets or on-street parallel parking where feasible, with curbs, gutters, and sidewalks on both sides, storm sewer improvements, landscaping, and lighting.	03 05	P	0.21	CPT	PE RW CONST TOTAL	04/03							17	17							17	EA	
16 (16)	A) - B) - C) EAST-WEST (BORGEN) ROAD CONSTR. (Ph. 2) D) East-West Road E) Swede Hill Interchange (SR-16) to Peacock Hill Ave. F) Construct additional improvements for a full five-lane section, including curb, gutter, and sidewalk on one side, storm drainage, channelization, and provisions for installation of lighting & signalization.	01	F	1.27	CPS TGW	PE RW CONST TOTAL	05/97	STP(U)						211	3,130							3,130	EA	

1. Note: (##) signifies local class. (e.g., Not FHWA approved)

CITY OF GIG HARBOR

Six Year Transportation Improvement Program
1998 to 2003

Agency City of Gig Harbor
County No. 27
City No. 0480
MPO Puget Sound Regional Council

Hearing Date November 10, 1997
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FUNCTIONAL CLASS (1)	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS										FEDERALLY FUNDED PROJECTS ONLY				
						FUND SOURCE INFORMATION					EXPENDITURE SCHEDULE									
						PROJECT PHASE	MONTH/YEAR PHASE STARTS	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAP T/A DATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd		3rd	4th thru 6th	EWNR. TYPE	RAW REQ. DATE
(16)	25 A) - B) - C) CRESCENT VALLEY CONNECTOR D) East-West (Boyer) Road E) Peacock Hill Avenue to Crescent Valley Road F) Purchase right-of-way and construct a 2-1/2-lane road, including bicycle lanes, curbs, gutters, sidewalks, storm sewer, landscaping, and lighting.	03	P	1.00		PE	04/03	STP(U)	1,064	83		83	1,230	1st	2nd	3rd	4th thru 6th	1,230	EIS	
						RAW			753	59		58	870					870	CE	
						CONST			7,802	609		609	9,020					9,020	EA	
						TOTAL			9,619	751		750	11,120							
(16)	26 A) - B) - C) SR-16 CROSSING AT HUNT STREET D) Hunt Street E) Hunt Street to Hunt Street F) Construction of a new underpass or overpass crossing of State Route 16, including intersection improvements at Kimball Drive.	03	P	0.19		PE	04/03	STP(U)	458	36		36	530					530	EIS	
						RAW			87			13	100					100	CE	
						CONST			3,348	261		261	3,870					3,870	EA	
						TOTAL			3,893	261		310	4,500							
(16)	27 A) - B) - C) KIMBALL DRIVE CONNECTOR CONSTRUCTION D) Kimball Drive E) Hunt Street to Sandview Drive/Hydrocot Sheet F) Two to three lane extension of Kimball Drive, including curbs, gutters, sidewalk, landscaping, and lighting.	03	P	0.73		PE		STP(U)	164	13		13	190					190	EIS	
						RAW			173			27	200					200	CE	
						CONST			1,220	95		95	1,410					1,410	EA	
						TOTAL			1,557	95		135	1,800							
00	28 A) - B) - C) DOWNTOWN PARKING LOT CONSTRUCTION D) Downtown Parking Lot E) Central Business District F) Construct additional off-street parking in conformance with the City's Design Guidelines to supplement existing public and private parking opportunities in the central downtown business district. Assumes land donation/lease by others.	03	P	0.03	PW	PE	01/98					4	4					4	EIS	
						RAW														CE
						CONST			0798			46	46					46	EA	
						TOTAL						50	50							

1. Note: (##) signifies local classification (i.e., Not FHWA approved)

CITY OF GIG HARBOR

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 County No. 27
 City No. 0490
 MPO Puget Sound Regional Council

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FUNCTIONAL CLASS. #1	PRIORITY #2	PROJECT IDENTIFICATION A. FEDERAL AID NO B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S) #4	STATUS #5	TOTAL LENGTH #6	UTILITY CODE(S) #7	PROJECT PHASE #8	MONTH/YEAR PHASE STARTS #9	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVIR TYPE	RAW REQ.? DATE
									FEDERAL FUND CODE #10	FEDERAL COST BY PHASE #11	RAP CAPP TIA UATA OTHER #12	STATE FUNDS #13	LOCAL FUNDS #14	TOTAL #15						
(17)	29	A) --, B) -- C) NORTH SOUTH CONNECTOR D) North-South Connector E) East-West Road to Peacock Hill Avenue F) Corridor preservation for north-south circulation & access in the Gig Harbor North area, consistent with and as identified in the comprehensive plan.	03	P	0.03	PW	PE RAW CONST TOTAL	 01/98 	 	 	 	 	 	 	 	 	 	 	 	
19	30	A) --, B) -- C) FOSTER STREET IMPROVEMENTS D) Foster Street E) Stinson Avenue to Street End F) Reconstruction including subdrainage, storm sewer improvements, curbs, gutters, sidewalk(s), water main replacement, landscaping, and lighting. Project will be performed in conjunction with water main replacement.	03	P	0.18	W	PE RAW CONST TOTAL	 01/00 06/00 	 	 	 	 	 	 	 	 	 	 	 	
19	31	A) --, B) -- C) SELLERS STREET IMPROVEMENTS D) Sellers Street E) Peacock Hill Avenue to North Harborview Drive F) Pavement restoration, including minor widening and overlay, and storm drainage improvements. Project will be performed in conjunction with water main replacement.	05 07	P	0.11		PE RAW CONST TOTAL	 01/98 09/98 	 	 	 	 	 	 	 	 	 	 	 	
16	32	A) --, B) -- C) STREET LIGHTS D) Minor and Collector Arterials E) Various Locations F) Install underground power and street lights in conformance with the City's Design Guidelines to enhance pedestrian and vehicle safety, & neighborhood aesthetics.					PE RAW CONST TOTAL	 	 	 	 	 	 	 	 	 	 	 	 	

Agency City of Gig Harbor
 County No. 27
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FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE				FEDERALLY FUNDED PROJECTS ONLY						
							PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION				1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RAW REQ. DATE					
									FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS							LOCAL FUNDS	TOTAL			
									FEDERAL FUND CODE	FEDERAL COST BY PHASE													
-	33	A) - , B) - C) REPAIR & RESTORATION OF VARIOUS STREETS D) - E) - F) Miscellaneous street and storm drainage improvements within the public right-of-way, including maintenance overlays.	03 07	F F			PE																
							RAW																
							CONST																
							TOTAL									50	50	50	180				
-	34	A) - , B) - C) EMERGENCY D) - E) - F) Emergency repairs to City streets to restore traffic, and/or safe driving conditions, and/or access for vehicles and pedestrians.	07	F			PE																
							RAW																
							CONST																
							TOTAL									18	20	20	96				

Six Year Transportation Improvement Program Instructions for Preparing the Form

Include all projects regardless of location or source of funds.
Complete the form for the six year program in accordance with the following instructions.

Heading

Agency Enter name of the sponsoring agency.
 County Number Enter the OFM assigned number. (See LAG Appendix 21.37.)
 City Number Enter the OFM assigned Number. (See LAG Appendix 21.38.)
 MPO Enter the name of the associated MPO (if located within urbanized area).
 Hearing Date Enter the date of public hearing.
 Adoption Date Enter the date this program was adopted by council or commission.
 Resolution Number Enter Legislative Authority resolution number if applicable.

Column Number

1. **Functional Classification.** Enter the appropriate two-digit code denoting the Federal Functional Classification.
 (Note: The Federal Functional Classification must be approved by FHWA.)

Rural (under 5,000 area)		Urban (over 5,000 areas)	
01	Interstate	11	Interstate
02	Principal Arterial	12	Freeways & Expressways
06	Minor Arterials	14	Other Principal Arterials
07	Major Collector	16	Minor Arterial
08	Minor Collector	17	Collector
09	Local Access	19	Local Access
00	No Classification	00	No Classification

2. **Priority Number.** Enter local agency number identifying agency project priority (optional).

3. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Terminal (mile post or street names); and (f) Describe the Work to be Completed.

4. **Improvement Type Codes.** Enter the appropriate federal code number(s).

Description		Description	
01	New construction on new alignment	11	Minor Bridge Rehabilitation
02	Relocation	12	Safety/Traffic Operation/TSM
03	Reconstruction	13	Environmentally Related
04	Major Widening	14	Bridge Program Special
05	Minor Widening	21	Transit Capital Project
06	Other Enhancements	22	Transit Operational Project
07	Resurfacing	23	Transit Planning
08	New Bridge Construction	24	Transit Training / Administration
09	Bridge Replacement	31	Non Capital Improvement
10	Bridge Rehabilitation	32	Non Motor Vehicle Project

5. **Funding Status.** Enter the funding status for the entire project which describes the current status.

F Project is selected and funding has been secured by the lead agency.
 S Project is subject to selection by an agency other than the lead.
 P Project is listed for planning purpose and funding is not secured.

6. **Total Length.** Enter project length to the nearest hundredth (or code "00" if not applicable).

7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by the construction project.

C Cable TV S Sewer (other than agency owned) G Gas
 P Power T Telephone W Water
 O Other

8. **Project Phase.** Select the appropriate phase code of the project.

PE Preliminary Engineering only (or planning)
 RW Right of Way or land acquisition only (or equipment purchase)
 CN Construction only (or transit operating)
 ALL All Phases from Preliminary Engineering through Construction

9. **Phase Start Date.** Enter the month/day/year in MM/DD/YY format that the selected phase of the project is actually expected to start.

10. **Federal Funds Source.** Enter the Federal Fund Source code from the table.

BR	Bridge Replacement or Rehab.	S9	FTA Urban Areas
CMAQ	Congestion Mitigation Air Quality	STP(C)	STP Statewide Competitive Program
DEMO	ISTEA Demo Projects (Selected)	STP(E)	STP Transportation Enhancements
IC	Interstate Construction	STP(S)	STP Safety including Hazard & RR
IM	Interstate Maintenance	STP(R)	STP Rural regionally selected
NHS	National Highway System	STP(U)	STP Urban regionally selected
S16	FTA Elderly & Disabled Persons	STP	STP all other STP project not listed
S18	FTA Rural Areas	Other	All other Federal Funds Sources
S3	FTA Discretionary for Capital Expenditure		

11. **Federal Cost.** Enter the total federal cost (in thousands) of the phase regardless of when the funds will be spent.

12. **State Funds Code.** Enter appropriate for any of the listed funds to be used on this project.

CAPP County Arterial Preservation Program RAP Rural Arterial Program
 TIA Transportation Improvement Account UATA Urban Arterial Trust Account
 P WTF Public Works Trust Fund Other i.e. WSDOT

13. **State Funds.** Enter all funds from State Agencies (in thousands) of the phase regardless of when the funds will be spent.

14. **Local Funds.** Enter all funds from local Agencies (in thousands) of the phase regardless of when the funds will be spent.

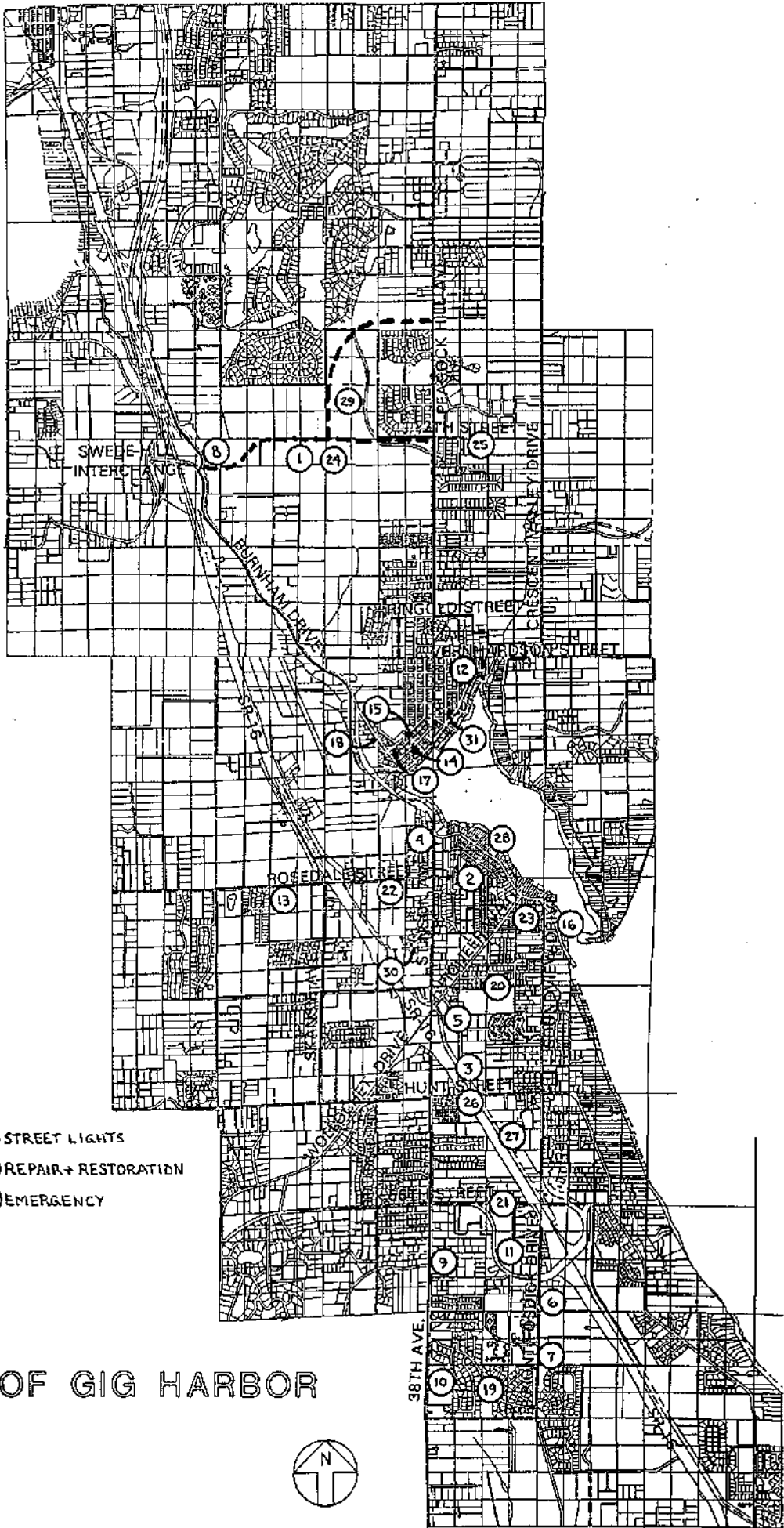
15. **Total Funds.** Enter the Sum of columns 10, 12, and 14.

16-19. **Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years).** Enter the estimated expenditures (in thousands) of dollars by year.
 This data is for Local Agency use.

20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. This is required for Federally Funded projects only.

EIS Environmental Impact Statement CE Categorical Exclusion
 EA Environmental Assessment NA Not Applicable/Unknown

21. **R/W Certification.** Circle Y if Right of Way acquisition is required. If yes, Enter R/W Certification Date if known. This is required for Federally Funded projects only.



CITY OF GIG HARBOR





City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
DATE: November 6, 1997
**SUBJECT: ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION BONDS**

BACKGROUND

The total amount of the bond issue is \$1,995,000. The bonds mature in 2006 and carry coupon interest rates ranging from 3.9% to 4.6%.

This bond issue will fund the proportional payment for the City's purchase of two-thirds of the Henderson Bay Property in the amount of \$1,350,000.

The remaining \$610,000 in proceeds will be placed in escrow and used to defease \$580,000 of the 1991 LTGO Bonds maturing 1999 through 2006.

RECOMMENDATION

Staff recommends adoption of the ordinance, pursuant to GHMC section 1.08.020, which allows for passage of an ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council.

This document which is dated 97/10/29 has been marked
to show changes since the draft of 97/10/21.

~~xxxx~~ = deletions

xxxx = additions

CITY OF GIG HARBOR, WASHINGTON

LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, 1997

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Gig Harbor, Washington, providing for the issuance and sale of general obligation and refunding bonds of the City in the aggregate principal amount of \$1,990,000, for the purpose of providing funds required to acquire, construct, equip and make certain capital improvements and for the purpose of refunding certain outstanding general obligation bonds of the City; providing and authorizing the purchase of certain obligations with the proceeds of the sale of a portion of such bonds and for the use and application of the moneys to be derived from such investments; providing for the redemption of the outstanding bonds to be refunded; providing the date, form, terms and maturities of the bonds to be issued and for limited tax levies to pay the principal thereof and interest thereon; authorizing a preliminary official statement; and approving the sale of such bonds.

PASSED ON November 10, 1997

PREPARED BY:

PRESTON GATES & ELLIS LLP

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* This table of contents is not a part of this ordinance; it is included for convenience of the reader only.

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WHEREAS, the City Council of the City of Gig Harbor, Washington (the "City") has determined that it is in the best interest of the City to acquire ~~make certain property for City purposes~~ capital improvements (the "Project"); and

WHEREAS, the City is authorized to issue and sell its general obligation bonds for such purposes without a vote of the electors upon approval of the City Council within statutory limitations; and

WHEREAS, it is deemed necessary and advisable that the City now issue and sell such bonds in the principal amount of \$1,380,000 to provide a portion of the funds necessary to fund the Project and pay a proportionate share of costs of issuance (the "Improvement Bonds"); and

WHEREAS, the City now has outstanding its limited tax general obligation bonds in the aggregate principal amount of \$685,000 issued pursuant to Ordinance No. 604 under date of July 1, 1991, in the original aggregate principal amount of \$900,000 (the "1991 Bonds") which remain outstanding as follows:

Maturity Year (December 1)	Principal Amounts	Interest Rates
1997	\$ 50,000	6.30%
1998	55,000	6.40
1999	55,000	6.60
2000	60,000	6.70
2001	65,000	6.80
2002	70,000	6.90
2003	75,000	7.00
2004	80,000	7.10
2005	85,000	7.20
2006	90,000	7.30

; and

WHEREAS, said Ordinance No. 604 authorizes the defeasance and redemption of the 1991 Bonds maturing on and after December 1, 1999 (the "Refunded Bonds") on December 1, 1998 at a price of par plus accrued interest to the date of redemption; and

WHEREAS, after due consideration it appears to the City Council that the Refunded Bonds may be defeased and refunded by the proceeds of a portion of the bonds in total principal amount of \$610,000 authorized herein (the "Refunding Bonds") at a substantial savings to the City and its taxpayers; and

WHEREAS, in order to effect such refunding in the manner that will be most advantageous to the City and its taxpayers, it is hereby found necessary and advisable that certain "Acquired Obligations" (hereinafter identified) be purchased out of the proceeds of sale of the Refunding Bonds; and

WHEREAS, it appears to the City Council that it is in the best interest of the City that the Improvement Bonds and the Refunding Bonds be combined into a single issue of general obligation and refunding bonds in the aggregate principal amount of \$1,990,000 (the "Bonds"); and

WHEREAS, it appears to the City Council that it is in the best interest of the City that the written offer of Dain Bosworth Incorporated to underwrite the Bonds be accepted;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON DO ORDAIN, as follows:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings:

"Acquired Obligations" means the Government Obligations acquired by the City under the terms of this ordinance and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds.

"Bond Register" means the registration books maintained by the Bond Registrar setting forth the names and addresses of owners of the Bonds in compliance with Section 149 of the Code.

"Bond Registrar" means the fiscal agency of the State of Washington in either New York, New York or Seattle, Washington, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds and paying interest on and principal of the Bonds.

"Bonds" means the \$1,990,000 of City of Gig Harbor, Washington, Limited Tax General Obligation and Refunding Bonds, 1997, issued pursuant to this ordinance, consisting of the Improvement Bonds and the Refunding Bonds.

~~"Capital Projects Fund" means the special fund of the City into which fund certain proceeds of the Improvement Bonds shall be deposited.~~

"City" means City of Gig Harbor, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington.

"City Council" means the duly constituted City Council as the general legislative authority of the City.

"Code" means the federal Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

"Commission" means the Securities and Exchange Commission.

"Debt Service Fund" means the 1997 LTGO Bond Redemption Fund, Fund No. 208, special debt service fund of the City designated as the "City of Gig Harbor Debt Service Fund" and maintained by the Treasurer.

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 4 hereof.

"Escrow Agreement" means the Escrow Deposit Agreement to be dated as of the date of closing and delivery of the Bonds substantially in the form attached hereto as Exhibit A.

"Escrow Agent" means First Trust National Association, Seattle, Washington.

"Government Obligations" means those obligations now or hereafter defined as such in Chapter 39.53 RCW, as such chapter may be hereafter amended or restated.

"Improvement Bonds" means the \$1,380,000 new money portion of the Bonds issued pursuant to this ordinance for purposes authorized herein.

"Letter of Representation" means a blanket issuer letter of representations from the City to DTC.

"MSRB" means the Municipal Securities Rulemaking Board City Council or any successor to its functions.

"Net Proceeds," when used with reference to the Bonds, means the principal amount of the Bonds, plus accrued interest and original issue premium, if any, and less original issue discount.

"1991 Bond Ordinance" means Ordinance No. 604 passed by the City Council on July 22, 1991.

"1991 Bonds" means the Limited Tax General Obligation Bonds, 1991 of the City issued under date of July 1, 1991, and presently outstanding in the aggregate principal amount of \$685,000.

"NRMSIR" means a nationally recognized municipal securities information repository.

"Private Person" means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

"Private Person Use" means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

"Project" means the acquisition project ~~capital improvements~~ authorized in Section 2 hereof.

"Project Fund" means the City of Gig Harbor Property Acquisition Fund, Fund No. 109, a special fund of the city into which certain proceeds of the Improvement Bonds shall be deposited.

"Refunded Bonds" means \$580,000 of the 1991 Bonds maturing on and after December 1, 1999.

"Refunding Account" means the account by that name established within the debt service fund pursuant to Section 9 of this ordinance.

"Refunding Bonds" means the \$610,000 portion of the Bonds issued pursuant to this ordinance for the purpose of refunding the Refunded Bonds.

"Registered Owner" means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

"Rule" means the Commission's Rule 15c2-12 under the Securities and Exchange Act of 1934, as the same may be amended from time to time.

"SID" means a state information depository for the State of Washington.

Section 2. Authorization of the Project and the Bonds.

(a) *Authorization of the Project.* The City hereby authorizes the purchase of the 37,918 square feet school building and 10.51 acre site located at 3510 Grandview Street, in the City of Gig Harbor, Pierce County, Washington (the "Project"). The property is adjacent to the Grandview Forest City Park and will be used as a park with playgrounds, ball fields and nature trails. The building or building site ~~may will ultimately~~ be used in the future for a new city hall and/or other civic purposes;

(b) *Authorization of Bonds.* The City shall now issue and sell \$1,380,000 of bonds (the "Improvement Bonds") for the purpose of providing funds to pay the cost of acquiring, ~~constructing, equipping and completing~~ the Project.

For the purpose of refunding the Refunded Bonds and thereby effecting a substantial savings to the City and its taxpayers, the City shall issue its limited tax general obligation refunding bonds in the aggregate principal amount of \$610,000 (the "Refunding Bonds").

The Improvement Bonds and the Refunding Bonds shall be combined and sold as a single issue and shall be designated as the "City of Gig Harbor, Washington Limited Tax General Obligation and Refunding Bonds, 1997," (the "Bonds"); shall be dated as of November 1, 1997; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, provided that no Bond shall represent more than one maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date payable on the first days of each June and December, commencing on June 1, 1998 at the

following per annum interest rates and mature on December 1 of the following years in the following principal amounts:

<u>Maturity Years (December 1)</u>	<u>Principal Amounts¹</u>	<u>Interest Rates</u>
1998	\$ 5,000 -R	%
1998	125,000	
1999	65,000 -R	
1999	135,000	
2000	65,000 -R	
2000	140,000	
2001	70,000 -R	
2001	145,000	
2002	75,000 -R	
2002	150,000	
2003	80,000 -R	
2003	160,000	
2004	80,000 -R	
2004	165,000	
2005	85,000 -R	
2005	175,000	
2006	85,000 -R	
2006	185,000	

Section 3. Place and Medium of Payment. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a 360-day year and twelve 30-day months. For so long as all Bonds are in fully-immobilized form, such payments of principal and interest thereon shall be made as provided in the operational arrangements of DTC as referred to in the Letter of Representations.

In the event that the Bonds are no longer in fully-immobilized form, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the interest payment date. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar.

¹ Principal amounts designated with an "-R" represent Refunding Bonds. The remaining principal amounts represent Improvement Bonds.

Section 4. Registration.

(a) *Bond Registrar/Bond Register.* The City hereby specifies and adopts the system of registration and transfer for the Bonds approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a bond register to be maintained by the Bond Registrar. So long as any Bonds remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration of transfer of Bonds at its principal corporate trust office. The Bond Registrar may be removed at any time at the option of the City upon prior notice to the Bond Registrar, DTC, each NRMSIR and SID, if any, and a successor Bond Registrar appointed by the City. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in Section 14 of this ordinance), and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 3 hereof, but such Bond may be transferred as herein provided. All such payments made as described in Section 3 shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letter of Representations.* To induce DTC to accept the Bonds as eligible for deposit at DTC, the City will execute and deliver to DTC a Letter of Representations.

Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC (or any successor depository), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held in fully-immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

If any Bond shall be duly presented for payment and funds have not been duly provided by the City on such applicable date, then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Bond until such Bond is paid.

(d) *Use of Depository.*

(i) The Bonds shall be registered initially in the name of "CEDE & Co.", as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the City Council pursuant to subsection (ii) below or such substitute depository's successor; or (C) to any person as provided in subsection (iv) below.

(ii) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the City Council to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the City Council may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(iii) In the case of any transfer pursuant to clause (A) or (B) of subsection (i) above, the Bond Registrar shall, upon receipt of all outstanding Bonds, together with a written request on behalf of the City Council, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the City Council.

(iv) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the City Council determines that it is in the best interest of the beneficial owners of the Bonds that such owners be able to obtain such bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully-immobilized form. The City Council shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds together with a written request on behalf of the City Council to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless such Bond is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon

such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding the date any such Bond is to be redeemed.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and cancelled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

Section 5. Redemption and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds are not subject to optional redemption prior to their scheduled maturities. ~~maturity-~~

(b) *Purchase of Bonds.* The City reserves the right to purchase any of the Bonds offered to the City at any time at a price deemed reasonable by the City.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. _____

\$ _____

STATE OF WASHINGTON

CITY OF GIG HARBOR

LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, 1997

INTEREST RATE:

MATURITY DATE:

CUSIP NO.:

Registered Owner:

Principal Amount:

THE CITY OF GIG HARBOR, WASHINGTON (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from November 1, 1997, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on the first days of each June and December, commencing on June 1, 1998. Both principal of and interest on this bond are payable in lawful money of the United States of America. Interest shall be paid by mailing a check or draft (on the date such interest is due) to the Registered Owner or assigns at the address shown on the Bond Register as of the 15th day of the month prior to the interest payment date. Principal shall be paid to the Registered Owner or assigns upon presentation and surrender of this bond at the principal office of the fiscal agencies of the State of Washington in either New York, New York or Seattle, Washington (collectively the "Bond Registrar").

This bond is one of an authorized issue of bonds of like date and tenor, except as to number, amount, rate of interest and date of maturity in the aggregate principal amount of \$1,990,000, and is issued for certain capital purposes and for the purpose of refunding certain outstanding general obligation bonds of the City.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and resolutions duly passed by the City Council, including the Bond Resolution.

The bonds of this issue are not subject to optional redemption prior to their scheduled maturities.

The bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The City has designated the bonds of this issue as qualified tax-exempt obligations under Section 265(b) of the Code for banks, thrift institutions and other financial institutions.

The City hereby irrevocably covenants that it will levy taxes annually upon all the taxable property in the City without limitation as to rate or amount and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on the bonds of this issue as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The pledge of tax levies may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under Ordinance No. ____ of the City (the "Bond Ordinance") until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Gig Harbor, Washington has caused this bond to be executed by the manual or facsimile signatures of the Mayor and City Clerk of the City and a facsimile of the seal of the City to be imprinted or impressed hereon as of this first day of November, 1997.

CITY OF GIG HARBOR, WASHINGTON

By _____ /s/ facsimile _____
Mayor

ATTEST:

_____/s/ facsimile _____
Clerk

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is one of the City of Gig Harbor, Washington, Limited Tax General Obligation and Refunding Bonds, 1997, of the City, dated November 1, 1997.

WASHINGTON STATE FISCAL
AGENCY as Bond Registrar

By _____
Authorized Signer

Section 7. Execution of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City and the seal of the City shall be impressed, imprinted or otherwise reproduced on each Bond.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons who are at the actual date of delivery of such Bond the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 8. Refunding Account. There is hereby authorized to be created in the Debt Service Fund an account known as the "Refunding Account" which Account is to be drawn upon

for the sole purpose of paying the principal of and interest on the Refunded Bonds until their date of redemption and of paying costs related to the refunding of the Refunded Bonds.

The proceeds of sale of the Refunding Bonds (exclusive of accrued interest thereon, which shall be paid into the City's Debt Service Fund and used to pay interest on the Bonds on December 1, 1997) shall be credited to the Refunding Account.

Money in the Refunding Account shall be used immediately upon receipt thereof to defease the Refunded Bonds as authorized by the 1991 Bond Ordinance and pay costs of issuance. The City shall defease the Refunded Bonds and discharge such obligations by the use of money in the Refunding Account to purchase certain Government Obligations (which obligations so purchased, are herein called "Acquired Obligations"), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of:

- (a) interest on the Refunded Bonds due and payable on December 1, 1997; and
- (b) the redemption price (100% of the principal amount thereof) on

December 1, 1998, of the Refunded Bonds.

Such Acquired Obligations shall be purchased at a yield not greater than the yield permitted by the Code and regulations relating to acquired obligations in connection with refunding bond issues.

The City hereby appoints First Trust National Association, Seattle, Washington, as the Escrow Agent for the Refunded Bonds (the "Escrow Agent"). A beginning cash balance, if any, and Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to defease the Refunded Bonds. The proceeds of the Bonds remaining in the Refunding Account after acquisition of the Acquired Obligations and provision for the necessary beginning cash balance shall be utilized to pay expenses of the acquisition and safekeeping of the Acquired Obligations and expenses of the issuance of the Bonds.

Section 9. Call For Redemption of Refunded Bonds. The City hereby irrevocably sets aside sufficient funds out of the purchase of Acquired Obligations from proceeds of the Refunded Bonds to make the payments described in Section 9 of this ordinance.

The City hereby irrevocably calls the Refunded Bonds for redemption on December 1, 1998 in accordance with the provisions of Section 4 of the 1991 Bond Ordinance, authorizing the redemption and retirement of the 1991 Bonds prior to their fixed maturities.

Said defeasance and call for redemption of the Refunded Bonds shall be irrevocable after the final establishment of the escrow account and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notices of the redemption of the Refunded Bonds in accordance with the applicable provisions of the 1991 Bond Ordinance. The Treasurer is authorized and requested to provide whatever assistance is necessary to accomplish such redemption and the giving of notices therefor. The costs of publication of such notices shall be an expense of the City.

The Escrow Agent is hereby authorized and directed to pay to the Treasurer, or, at the direction of the Treasurer, to the fiscal agency or agencies of the State of Washington, sums sufficient to pay, when due, the payments specified in of Section 8 of this ordinance. All such sums shall be paid from the moneys and Acquired Obligations deposited with said Escrow Agent pursuant to the previous section of this ordinance, and the income therefrom and proceeds thereof. All such sums so paid to said Treasurer shall be credited to the Refunding Account. All moneys and Acquired Obligations deposited with said bank and any income therefrom shall be held, invested (but only at the direction of the Treasurer) and applied in accordance with the provisions of this ordinance and with the laws of the State of Washington for the benefit of the City and owners of the Refunded Bonds.

The City will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due.

In order to carry out the purposes of the preceding section of this ordinance and this section the Finance Director of the City is authorized and directed to execute and deliver to First Trust National Association, Seattle, Washington, an Escrow Deposit Agreement, substantially in the form of Exhibit A attached to this ordinance.

Section 10. Pledge of Taxes and Credit. The City hereby irrevocably covenants that, unless the principal of and interest on the Bonds are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City subject to taxation in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 11. Defeasance. In the event that money and/or Government Obligations, which are direct obligations of the United States, maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Bonds in accordance with their terms, are set aside in a special account of the City to effect such redemption and retirement, and such moneys and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the bond redemption fund of the City for the payment of the principal of and interest on the Bonds so provided for, and such Bonds shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the moneys so set aside and pledged, and such Bonds shall be deemed not to be outstanding hereunder.

Within 60 days of any defeasance of bonds the Bond Registrar shall provide notice of defeasance of Bonds to registered owners and to each NRMSIR and SID, if any, in accordance with Section 14.

Section 12. Tax Covenants.

(a) *Arbitrage Covenant.* The City hereby covenants that it will not make any use of the proceeds of sale of the Bonds or any other funds of the City which may be deemed to

be proceeds of such Bonds pursuant to Section 148 of the Code which will cause the Bonds to be "arbitrage bonds" within the meaning of said section and said Regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bonds) and the applicable Regulations thereunder throughout the term of the Bonds.

(b) *Private Person Use Limitation for Bonds.* The City covenants that for as long as the Bonds are outstanding, it will not permit:

(i) More than 10% of the Net Proceeds of the Bonds to be used for any Private Person Use; and

(ii) More than 10% of the principal or interest payments on the Bonds in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(iii) More than five percent of the Net Proceeds of the Bonds are to be used for any Private Person Use; and

(iv) More than five percent of the principal or interest payments on the Bonds in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (1) any Private Person Use of the projects described in subsection (iii) hereof or Private Person Use payments described in subsection (iv) hereof that is in excess of the five percent limitations described in such subsections (iii) or (iv) will be for a Private Person Use that is related to the state or local governmental use of the projects financed or refinanced with Bond proceeds, and (2) any Private Person Use will not exceed the amount of Net Proceeds of the Bonds used for the

state or local governmental use portion of the projects to which the Private Person Use of such portion of such projects relates. The City further covenants that it will comply with any limitations on the use of the projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Bonds. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bonds.

(c) *Designation under Section 265(b).* The City designates the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code for investment by financial institutions. The City does not anticipate that it will issue more than \$10,000,000 in "qualified tax-exempt obligations" during the year 1997.

Section 13. Sale of Bonds. The Bonds shall be sold by negotiated sale to Dain Bosworth Incorporated, of Seattle, Washington, under the terms and conditions thereof as provided in their purchase offer and in this ordinance.

The Finance Director of the City is hereby authorized to review and approve on behalf of the City the preliminary and final Official Statements relative to the Bonds with such additions and changes as may be deemed necessary or advisable to them. The Preliminary Official Statement dated October __, 1997, is hereby deemed final for purposes of Securities and Exchange Commission Rule 15c2-12. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bonds to said purchaser and for the proper application and use of the proceeds of sale thereof.

Section 14. Undertaking to Provide Ongoing Disclosure.

(a) *Contract/Undertaking.* This section constitutes the City's written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule. The City is an obligated person with respect to less than \$10,000,000 of municipal securities, including the Bonds.

(b) *Financial Statements/Operating Data.* The City agrees to provide or cause to be provided to each person upon request to the Finance Director of the City of Gig

Harbor, ~~3105~~ 2405 Judson Street, Gig Harbor, Washington, 98355 and to the SID, if any, a copy of its latest publicly available annual financial statements prepared in accordance with the Budget Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute) and generally of the type in the official statement for the Bonds under the heading "General and Economic", when and if available.

(c) *Material Events.* The City agrees to provide or cause to be provided, in a timely manner, to the SID, if any, and to each NRMSIR or to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of owners;
8. Optional, contingent or unscheduled Bond calls other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-23856;
9. Defeasances;
10. Release, substitution or sale of property securing the repayment of the Bonds; and
11. Rating changes.

There are no credit enhancements for the Bonds ~~and the Bonds are not rated~~. There are no nonpayment related defaults. With reference to event (10) above, no property secures the repayment of the Bonds. If the City subsequently provides such property as security for the Bonds, the City will provide notices of material events relating thereto, should such events occur.

(d) *Termination/Modification.* The City's obligations to provide notices of material events shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. This section, or any provision hereof, shall be null and void if the City (1) obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; and (2) notifies each then existing NRMSIR and the SID, if any, of such opinion and the cancellation of this section. Notwithstanding any other provision of this ordinance, the City may amend this Section 14 and any provision of this Section 14 may be waived, provided that the following conditions are satisfied:

i. If the amendment or waiver relates to the provisions of Section 14(b) or (c), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

ii. The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

iii. The amendment or waiver either (A) is passed by the owners of the Bonds in the same manner as provided in this ordinance for amendments to this ordinance with the consent of owners, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the Bonds.

In the event of any amendment of or waiver of a provision of this Section 14, the City shall describe such amendment in the next annual report, and shall include, as applicable, a

narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (I) notice of such change shall be given in the same manner as for a material event under Subsection (c), and (II) the annual report for the year in which the change is made should present a comparison (in narrative form and also, if practical, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(f) *Bond Owner's Remedies Under This Section.* A Bond Owner's or Beneficial Owner's right to enforce the provisions of this section shall be limited to a right to obtain specific enforcement of the City's obligations hereunder, and any failure by the City to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds under this ordinance. For purpose of this section, "Beneficial Owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or dispense of the ownership of any bonds, including persons holding bonds through nominees or depositories.

Section 15. Application of Bond Proceeds. From the monies derived from the sale of the Bonds;

(a) the accrued interest to the date of delivery shall be deposited in the City's Debt Service Fund and shall be used to pay the interest on the Bonds coming due on December 1, 1997; and

(b) the balance of said proceeds shall be deposited in the Capital Project Fund and shall be expended solely to pay the cost of issuing and selling the Bonds and funding the Project.

None of the proceeds of the Bonds shall be used for the replacement of equipment or for any other than a capital purpose.

Proceeds of the Bonds may be invested by the Finance Director at the direction of the City in any legal investment for funds of the city in the State of Washington.

Section 16. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

Section 17. Ordinance Passed Under Procedure in GHMC 1.08.020~~Effective Date.~~
Pursuant to GHMC 1.08.020, the City Council may take action on this ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council. On November 10, 1997, this ordinance was passed by at least a majority plus one of the whole membership of the City Council. This ordinance shall become effective immediately upon its adoption.

PASSED by the City Council of the City of Gig Harbor, Washington, at a regular meeting thereof held this 10th day of November, 1997.

CITY OF GIG HARBOR, WASHINGTON

Mayor

ATTEST:

City Clerk

EXHIBIT A

ESCROW DEPOSIT AGREEMENT

**CITY OF GIG HARBOR, WASHINGTON
LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, 1997**

THIS ESCROW AGREEMENT, dated as of November 25, 1997 (herein, together with any amendments or supplements hereto, called the "Agreement") is entered into by and between City of Gig Harbor, Washington (herein called the "City") and First Trust National Association, Seattle, Washington, as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent"). The notice addresses of the City and the Escrow Agent are shown on Exhibit A attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the City heretofore has issued and there presently remain outstanding the obligations described in Exhibit B attached hereto (the "Refunded Bonds"); and

WHEREAS, Pursuant to Ordinance No. ____ passed on November 10, 1997 (the "Bond Ordinance"), the City has determined to issue its Limited Tax General Obligation and Refunding Bonds, 1997 (the "Bonds"). A portion of the Refunding Bonds are being used for the purpose of providing funds to pay the costs of refunding the Refunded Bonds; and

WHEREAS, the Escrow Agent has reviewed the Bond Ordinance and this Agreement, and is willing to serve as Escrow Agent hereunder.

WHEREAS, Causey, Demgen & Moore, Certified Public Accountants, of Denver, Colorado, have prepared a verification report which is dated November 25 (the "Verification Report") relating to the source and use of funds available to accomplish the refunding of the Refunded Bonds, the investment of such funds and the adequacy of such funds and investments to provide for the payment of the debt service due on the Refunded Bonds.

WHEREAS, pursuant to the Bond Ordinance, the Refunded Bonds have been designated for redemption prior to their scheduled maturity dates and, after provision is made for such redemption, the Refunded Bonds will come due in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in Exhibit C attached hereto and made a part hereof; and

WHEREAS, when Escrowed Securities have been deposited with the Escrow Agent for the payment of all principal and interest of the Refunded Bonds when due, then the Refunded Bonds shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, the issuance, sale, and delivery of the Refunding Bonds have been duly authorized to be issued, sold, and delivered for the purpose of obtaining the funds required to provide for the payment of the principal of, interest on and redemption premium (if any) on the Refunding Bonds when due as shown on Exhibit C attached hereto; and

WHEREAS, the City desires that, concurrently with the delivery of the Refunding Bonds to the purchasers thereof, the proceeds of the Refunding Bonds, together with certain other available funds of the City, shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Refunded Bonds as it accrues and becomes payable and the principal of the Refunded Bonds as it becomes due and payable; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the City desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent is a party to this Agreement to acknowledge its acceptance of the terms and provisions hereof;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Bonds, the City and the Escrow Agent mutually undertake, promise and agree for themselves and their respective representatives and successors, as follows:

Article 1.

Section 1.1. Definitions.

Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Escrow Fund" means the fund created by this Agreement to be established, held and administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrowed Securities" means the noncallable Government Obligations described in Exhibit D attached to this Agreement, or cash or other noncallable obligations substituted therefor pursuant to Section 4.2 of this Agreement.

"Government Obligations" means direct, noncallable (a) United States Treasury Obligations, (b) United States Treasury Obligations - State and Local Government Series, (c) non-prepayable obligations which are unconditionally guaranteed as to full and timely payment of principal and interest by the United States of America or (d) REFCORP debt obligations unconditionally guaranteed by the United States.

"Paying Agent" means the fiscal agency of the State of Washington, as the paying agent for the Refunded Bonds.

Section 1.2. Other Definitions.

The terms "Agreement," "City," "Escrow Agent," "Bond Ordinance," "Verification Report," "Refunded Bonds," and "Refunding Bonds" when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.3. Interpretations.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

Article 2. Deposit of Funds and Escrowed Securities

Section 2.1. Deposits in the Escrow Fund.

Concurrently with the sale and delivery of the Refunding Bonds the City shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds sufficient to purchase the Escrowed Securities and pay costs of issuance described in Exhibit D attached hereto, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the City in writing.

Article 3. Creation and Operation of Escrow Fund

Section 3.1. Escrow Fund.

The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the Refunding Account (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in Exhibit D attached hereto. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of

this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.2 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the City, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal and Interest.

The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Bonds at their respective redemption dates and interest thereon to such redemption dates in the amounts and at the times shown in Exhibit C attached hereto.

Section 3.3. Sufficiency of Escrow Fund.

The City represents that, based upon the information provided in the Verification Report, the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunded Bonds as such interest comes due and the principal of the Refunded Bonds as the Refunded Bonds are paid on an optional redemption date prior to maturity, all as more fully set forth in Exhibit E attached hereto. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent to make the payments set forth in Section 3.2. hereof, the City shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the City's failure to make additional deposits thereto.

Section 3.4. Trust Fund.

The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Bonds; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Refunded Bonds. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent

shall have no right to title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the City or, except to the extent expressly herein provided, by the Paying Agent.

Article 4. Limitation on Investments

Section 4.1. Investments.

Except for the initial investment in the Escrowed Securities, and except as provided in Section 4.2 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer, or otherwise dispose of the Escrowed Securities.

Section 4.2. Substitution of Securities.

At the written request of the City, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall utilize cash balances in the Escrow Fund, or sell, transfer, otherwise dispose of or request the redemption of the Escrowed Securities and apply the proceeds therefrom to purchase Refunded Bonds or Government Obligations which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (a) the Escrow Agent shall have received a written opinion from a firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount sufficient to provide for the full and timely payment of principal of and interest on all of the remaining Refunded Bonds as they become due, taking into account any optional redemption thereof exercised by the City in connection with such transaction; and (b) the Escrow Agent shall have received the unqualified written legal opinion of its bond counsel or tax counsel to the effect that such transaction will not cause any of the Refunding Bonds or Refunded Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

Article 5. Application of Cash Balances

Section 5.1. In General.

Except as provided in Section 3.2 and 4.2 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund. Cash balances shall be held by the Escrow Agent in U.S. currency and as cash balances as shown on the books and records of the Escrow Agent and shall not be reinvested by the Escrow Agent.

Article 6. Redemption of Refunded Bonds

Section 6.1. Call for Redemption.

The City hereby irrevocably calls the Refunded Bonds for redemption on their earliest redemption dates, as shown in the Verification Report and on Appendix A attached hereto.

Section 6.2. Notice of Redemption.

The Escrow Agent agrees to give notice of the redemption of the Refunded Bonds pursuant to the terms of the Refunded Bonds and in substantially the form attached hereto as Appendix A attached hereto and as described on said Appendix A. The Escrow Agent hereby certifies that provision satisfactory and acceptable to the Escrow Agent has been made for the giving of notice of redemption of the Refunded Bonds.

Article 7. Records and Reports

Section 7.1. Records.

The Escrow Agent will keep books of record and account in which complete and accurate entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection during business hours and after reasonable notice.

Section 7.2. Reports.

While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the City a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

Article 8. Concerning the Paying Agents and Escrow Agent

Section 8.1. Representations.

The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 8.2. Limitation on Liability.

The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the City promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the City and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent.

The Escrow Agent is not a party to the proceedings authorizing the Refunding Bonds or the Refunded Bonds and is not responsible for nor bound by any of the provisions thereof (except to the extent that the Escrow Agent may be a place of payment and paying agent and/or a paying agent/registrars therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the City thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the City with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence

of any such event or contingency the Escrow Agent may request from the City or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the City at any time.

Section 8.3. Compensation.

The City shall pay to the Escrow Agent fees for performing the services hereunder and for the expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement pursuant to the terms of the Fee Schedule attached hereto as Appendix B. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses as Escrow Agent or in any other capacity.

Section 8.4. Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the City, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the City within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the City, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Washington, authorized under such laws to exercise corporate trust powers, having its principal office and place of business in the State of Washington, having a combined capital and surplus of at least \$100,000,000 and subject to the supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the City and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The obligations assumed by the Escrow Agent pursuant to this Agreement may be transferred by the Escrow Agent to a successor Escrow Agent if (a) the requirements of this Section 8.4 are satisfied; (b) the successor Escrow Agent has assumed all the obligations of the Escrow Agent under this Agreement; and (c) all of the Escrowed Securities and money held by the Escrow Agent pursuant to this Agreement have been duly transferred to such successor Escrow Agent.

Article 9. Miscellaneous

Section 9.1. Notice.

Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by *registered or certified mail, postage prepaid addressed to the City or the Escrow Agent at the address shown on Exhibit A attached hereto*. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

Section 9.2. Termination of Responsibilities.

Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the City, the owners of the Refunded Bonds or to any other person or persons in connection with this Agreement.

Section 9.3. Binding Agreement.

This Agreement shall be binding upon the City and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Bonds, the City, the Escrow Agent and their respective successors and legal representatives.

Section 9.4. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 9.5. Washington Law Governs.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Washington.

Section 9.6. Time of the Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 9.7. Notice to Moody's and S&P.

In the event that this agreement or any provision thereof is severed, amended or revoked, the City shall provide written notice of such severance, amendment or revocation to Moody's Investors Service at 99 Church Street, New York, New York, 10007, Attention: Public Finance Rating Desk/ Refunded Bonds and to Standard & Poor's Ratings Group, 25 Broadway, New York, New York 10004, Attention: Municipal Bond Department.

Section 9.8. Amendments.

This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Bonds. No such amendment shall be made without first receiving written confirmation from the rating agencies, (if any) which have rated the Refunded Bonds that such administrative changes will not result in a withdrawal or reduction of its rating then assigned to the Refunded Bonds. If this Agreement is amended, prior written notice and copies of the proposed changes shall be given to the rating agencies which have rated the Refunded Bonds.

EXECUTED as of the date first written above.

CITY OF GIG HARBOR, WASHINGTON

Finance Director

FIRST TRUST NATIONAL ASSOCIATION

Assistant Vice President

- Exhibit A - Addresses of the City and the Escrow Agent
- Exhibit B - Description of the Refunded Bonds
- Exhibit C - Schedule of Debt Service on Refunded Bonds
- Exhibit D - Description of Beginning Cash Deposit (if any) and Escrowed Securities
- Exhibit E - Escrow Fund Cash Flow
- Appendix A - Notice of Redemption - 1991 Bonds
- Appendix B - Fee Schedule

EXHIBIT A
Addresses of the City and Escrow Agent

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

Escrow Agent: First Trust National Association
601 Union Street, Suite 2120
Seattle, WA 98101

EXHIBIT B
Description of the Refunded Bonds

Limited Tax General Obligation Bonds, 1991

December Maturities	Principal Amounts	Interest Rates
1999	\$ 55,000	6.60%
2000	60,000	6.70
2001	65,000	6.80
2002	70,000	6.90
2003	75,000	7.00
2004	80,000	7.10
2005	85,000	7.20
2006	90,000	7.30

EXHIBIT C
Schedule of Debt Service on Refunded Bonds

Date	Interest	Principal/ Redemption Price	Total
December 1, 1997	\$ 20,260.00	\$	\$ 20,260.00
June 1, 1998	20,260.00		20,260.00
December 1, 1998	20,260.00	580,000.00	600,260.00

EXHIBIT D
Escrow Deposit

- I. Cash \$
- II. Other Obligations

<u>Description</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Total Cost</u>
		\$	%	\$

- III. Costs of Issuance

EXHIBIT E
Escrow Fund Cash Flow

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Cash Balance
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APPENDIX A
Notice of Redemption*
City of Gig Harbor, Washington
Limited Tax General Obligation Bonds, 1991

NOTICE IS HEREBY GIVEN that the City of Gig Harbor, Washington has called for redemption on December 1, 1998, a portion of its then outstanding Limited Tax General Obligation Bonds, 1991 (the "Bonds").

The Bonds will be redeemed at a price of one hundred percent (100%) of their principal amount, plus interest accrued to December 1, 1998. The redemption price of the Bonds is payable on presentation and surrender of the Bonds at the office of:

The Bank of New York Fiscal Agency Department Ground Floor 101 Barclay Street 7 East New York, NY 10286	-or-	Wells Fargo Bank Corporate Trust Department 14th Floor - M/S 257 999 Third Avenue Seattle, WA 98104
--	------	---

Interest on all Bonds or portions thereof which are redeemed shall cease to accrue on December 1, 1998.

The following Bonds are being redeemed:

December Maturities	Principal Amounts	Interest Rates
1999	\$ 55,000	6.60%
2000	60,000	6.70
2001	65,000	6.80
2002	70,000	6.90
2003	75,000	7.00
2004	80,000	7.10
2005	85,000	7.20
2006	90,000	7.30

* This notice shall be given not more than 60 nor less than 30 days prior to December 1, 1998 by first class mail to each registered owner of the Refunded Bonds. In addition notice shall be mailed at least 35 days prior to December 1, 1998 to The Depository Trust Company of New York, New York; Midwest Securities Trust Company of Chicago, Illinois; Pacific Securities Depository Trust Company of San Francisco, California; Philadelphia Depository Trust Company of Philadelphia, Pennsylvania; Moody's Investors Service; Standard & Poor's; and Seattle-First National Bank.

**By Order of City of Gig Harbor, Washington
The Bank of New York, as Paying Agent**

Dated: _____

Under the Interest and Dividend Tax Compliance Act of 1983, payor may be required to withhold 31% of the redemption price from any Bondowner who fails to provide to payor and certify under penalties of perjury, a correct taxpayer identifying number (employer identification number or social security number, as appropriate) or an exemption certificate on or before the date the Bonds are presented for payment. Bondowners who wish to avoid the application of these provisions should submit a completed Form W-9 when presenting their Bonds.

APPENDIX B
Fee Schedule

Escrow Agent Fee: \$ _____

CERTIFICATE

I, the undersigned, City Clerk of the City of Gig Harbor, Washington, (the "City") and keeper of the records of the City Council, DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. ____ of the City Council (herein called the "Ordinance"), duly passed at a regular meeting thereof held on the 10th day of November, 1997.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such regular meeting was given, that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the adoption of the Ordinance; that all other requirements and proceedings incident to the proper adoption of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have set my hand this 10th day of November, 1997.

City Clerk



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
DATE: November 6, 1997
SUBJECT: DAIN BOSWORTH PURCHASE CONTRACT FOR GENERAL OBLIGATION BONDS

BACKGROUND

The total amount of the bond issue is \$1,995,000. The bonds mature in 2006 and carry coupon interest rates ranging from 3.9% to 4.6%.

This bond issue will fund the proportional payment for the City's purchase of two-thirds of the Henderson Bay Property in the amount of \$1,350,000.

The remaining \$610,000 in proceeds will be placed in escrow and used to defease \$580,000 of the 1991 LTGO Bonds maturing 1999 through 2006.

RECOMMENDATION

Staff recommends approval of the contract.



**CITY OF GIG HARBOR, WASHINGTON
LIMITED TAX GENERAL OBLIGATION AND
REFUNDING BONDS, 1997**

\$1,995,000

PURCHASE CONTRACT

November 10, 1997

Councilmembers
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98520

Dear Councilmembers:

Dain Bosworth Incorporated (the "Purchaser") offers to purchase from the City of Gig Harbor, Washington (the "Seller"), and upon acceptance hereof the Seller will agree to sell to the Purchaser, all of the bonds described above ("Bonds") and on Appendix A (attached and incorporated herein by this reference), subject to the terms, conditions, covenants, representations and warranties contained in this Purchase Contract, including the Appendix.

Section 1. Purchase, Sale and Delivery of the Bonds.

- (a) Appendix A contains a brief description of the Bonds and the purchase price, interest rates, maturity dates, redemption provisions and the date and time of delivery and payment (the "Closing Date") of the Bonds. The Bonds shall be as described in Appendix A, and in an Official Statement approved and signed by the Seller in accordance with paragraph (b) hereof satisfactory in form and substance to the Purchaser.
- (b) The Seller authorizes the Purchaser to use and distribute the preliminary Official Statement by Ordinance No. _____ (the "Bond Ordinance") passed as of this date approving the preliminary Official Statement and authorizing City officers to approve and execute the final Official Statement (together the "Official Statement"), this Purchase Contract and all information contained in them, and the documents, and certificates formally delivered to the Purchaser by the Seller as a bond issue legal transcript on the Closing Date in connection with the transactions contemplated by this Purchase Contract.
- (c) The Bonds shall be delivered to The Depository Trust Company on the Closing Date, duly executed by the authorized officers of the Seller, together with the other documents described in this Purchase Contract. The Bonds shall be in the name of Cede & Co. Subject to the provisions of this Purchase Contract, the Purchaser shall accept delivery of the Bonds on the Closing Date and will pay the purchase price set forth in Appendix A, together with accrued interest as applicable, payable in Federal funds as designated by the Seller.
- (d) Purchaser will prepare a Bond Form 101 for filing pursuant to RCW 39.44.210-.220 and shall deliver a copy of the same, with evidence of filing, on the Closing Date, to the Seller.

Suite 2500
1201 Third Avenue
Seattle, WA 98101-3044

(206) 621-3109
Fax (206) 621-3151
Toll Free (800) 766-3246

Dain Bosworth
Member NYSE/SIPC
An Interra Financial Company

Section 2. Representations, Warranties and Agreements of the Seller.

The Seller represents, warrants and agrees with the Purchaser the matters set forth below; which representations, warranties and agreements are true and in effect as of the date of this Purchase Contract and shall be true and in effect as of the Closing Date:

- (a) the Seller is a duly organized and existing municipal corporation with the full legal right, power and authority to enter into and perform this Purchase Contract, to pass the Bond Ordinance authorizing issuance of the Bonds, and to deliver and sell the Bonds to the Purchaser, and to carry out all the other transactions contemplated by this Purchase Contract, the Bond Ordinance, and the Official Statement;
- (b) the Seller has duly and validly passed or will pass the Bond Ordinance before the Closing Date, will take any and all action as will be necessary to carry out, give effect to and consummate the transactions contemplated herein;
- (c) this Purchase Contract, the Bond Ordinance, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, or order, or any agreement or instrument to which Seller is subject; which breach or default would impair the authority of the Seller to issue the Bonds or the security for the payment of the Bonds;
- (d) all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Seller of its obligations under this Purchase Contract, the Bond Ordinance, the Bonds, and any other instruments contemplated in this transaction have been or will be obtained and in full force and effect by the Closing Date provided that the Seller expresses no warranty with respect to Purchaser's compliance with securities laws of any jurisdiction;
- (e) the Bonds, when delivered in accordance with the Bond Ordinance and paid for by the Purchaser on the Closing Date as provided herein, will be validly issued and outstanding binding limited tax general obligations of the Seller enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency or other similar laws generally affecting creditors' rights;
- (f) the Official Statement (as supplemented with the approval of the Purchaser, if the Official Statement shall have been supplemented) will be, as of the Closing Date, true, correct and complete in all material respects and does not, and will not as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- (g) the Preliminary Official Statement, as of its date (except as to matters corrected or added to the Final Official Statement) is accurate and complete in all material respects;
- (h) for a period of 25 days from the date of the end of the underwriting period, if any event shall occur as a result of which it is necessary to supplement the Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the Seller shall forthwith notify the Purchaser of any such event of which it has knowledge and shall cooperate fully in the preparation and furnishing of any supplement to the Official Statement necessary, in the

Purchaser's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time (the end of the underwriting period shall be the date of closing unless the Seller is informed otherwise in writing by the Purchaser);

- (i) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or, to the knowledge of the Seller, threatened in any way affecting the existence of the Seller or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Bond Ordinance, or the collection or application of property taxes levied to pay the principal of and interest on the Bonds, or the pledge thereof or of the proceeds of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds;
- (j) any certificate signed by an authorized officer of the Seller shall be deemed a representation and warranty by the Seller to the Purchaser as to the statements made therein;
- (k) the Seller will apply the proceeds of the Bonds in accordance with the Bond Ordinance;
- (l) the Seller has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

Section 3. Conditions to the Obligations of the Purchaser.

The obligations of the Purchaser to accept delivery of and pay for the Bonds on the Closing Date shall be subject to the accuracy in all material respects of the representations and warranties on the part of the Seller contained herein as of this date and as of the Closing Date, to the accuracy in all material respects of the statements of the officers of the Seller made in any certificates or other documents furnished pursuant to the Purchase Contract, to the performance by the Seller of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

- (a) at the Closing Date, the Bond Ordinance shall have been duly authorized, executed and delivered by the Seller, and in substantially the form heretofore submitted to the Purchaser, with only such changes as shall have been agreed to in writing by the Purchaser, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Contract, all such actions as, in the opinion of either the Purchaser or the Seller, shall be necessary or appropriate;
- (b) at the Closing Date, the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Purchaser and the Seller;
- (c) between the date hereof and the Closing Date, the marketability of the Bonds shall not have been materially adversely affected, in the reasonable judgment of the Purchaser, by reason of any of the following:
 - (1) a material adverse change in the financial condition or general affairs of Seller;

- (2) an event, court decision, proposed or adopted law or rule which would have a material adverse effect on the federal income tax incident to the Bonds or the contemplated transactions;
 - (3) an international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting the marketability of the Bonds or the Purchaser's ability to deliver funds due to such banking moratorium;
 - (4) any event occurring, or information becoming known which makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (d) At or prior to the Closing, the Purchaser will have received from the Seller the following documents, in each case satisfactory in form and substance to the Purchaser acting reasonably:
- (1) the Bonds, in definitive or temporary form, duly executed;
 - (2) the Bond Ordinance and the Official Statement, each duly executed on behalf of the Seller;
 - (3) the approving opinion of Preston Gates & Ellis LLP, Bond Counsel, satisfactory to Purchaser, dated the Closing Date;
 - (4) a certificate setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that could cause the Bonds to be "arbitrage" bonds within the meaning of Section 148 of the Internal Revenue Code and applicable regulations; and
 - (5) a certificate signed by an authorized officer of the Seller, to the effect that no litigation is pending, or to such officer's knowledge threatened, restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or collecting property taxes pledged to pay the principal of or interest on the Bonds, or adversely affecting the Seller's right or authority to carry out the terms and conditions of the Bond Ordinance.
 - (6) evidence of an "Aaa" MBIA insured and "A2" underlying Moody's Investors Service.

Section 4. Expenses.

(a) Seller's Expenses

Whether or not the Purchaser accepts delivery of and pays for the Bonds as set forth herein, the Purchaser shall be under no obligation to pay, and the Seller shall pay or cause to be paid (out of the proceeds of the Bonds or any other legally available funds of the Seller) all expenses incident to the performance of the Seller's obligations hereunder, including but not limited to the cost of preparation, printing (and/or word processing and reproduction), distribution and delivery of the Bond Ordinance, rating agency fees, escrow trustee fees, CPA

verification fees, preliminary and final Official Statement printing costs, and any other fees of experts or consultants retained by the Seller in connection with the Bonds; travel costs of the Seller; and any other expenses not specifically enumerated in paragraph (b) of this Section incurred by the Seller in connection with the issuance of the Bonds.

(b) Purchaser's Expenses

Whether or not the Bonds are delivered to the Purchaser as set forth herein, the Seller shall be under no obligation to pay, and the Purchaser shall pay, any "blue sky" and legal investment memoranda; this Purchase Contract; the Purchaser's out-of-pocket and travel expenses; preliminary and final official statement mailing costs; and all other expenses incurred by the Purchaser in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (a) of this Section, including the fees and disbursements of its counsel, if any, and all advertising expenses in connection with the public offering of the Bonds.

Section 5. Parties in Interest.

This Purchase Contract is made solely for the benefit of the Seller and the Purchaser (including successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof.

Section 6. Survival of Representations, Warranties, and Agreements.

The representations and warranties of the Seller, set forth in or made pursuant to this Purchase Contract, shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the delivery of the Bonds or termination of this Purchase Contract and regardless of any investigations or statements as to the results thereof made by or on behalf of the Purchaser and regardless of delivery of and payment for the Bonds. Should the Purchaser fail (other than for reasons permitted in this Purchase Contract) to pay for the Bonds at Closing, any expenses incurred shall be borne in accordance with Section 4. Should the Seller fail to satisfy any of the foregoing conditions or covenants, or if the Purchaser's obligations are terminated for any reason permitted under the Purchase Contract, then neither Purchaser nor Seller shall have any further obligations under this Purchase Contract.

Section 7. Notice.

Any written notice required by this Purchase Contract shall be sent to the Seller at its offices located at City of Gig Harbor, 3105 Judson Street, Gig Harbor, WA 98335, and to the Purchaser at Dain Bosworth Incorporated, Public Finance Department, 1201 Third Avenue, Suite 2500, Seattle, Washington 98101.

Section 8. Effective Date.

This offer expires on the date and at the time set forth on Appendix A. This Purchase Contract shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Seller and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

DAIN BOSWORTH INCORPORATED

By: _____
David Trageser
Vice President

Accepted By:

CITY OF GIG HARBOR, WASHINGTON

This 10th day of November, 1997:

By: _____

Title: _____

APPENDIX A

CITY OF GIG HARBOR, WASHINGTON

\$1,995,000

Limited Tax General Obligation And Refunding Bonds, 1997

Terms

Dated Date: November 1, 1997

First Interest Payment: June 1, 1998

Optional Redemption: The bonds are not subject to optional redemption prior to maturity.

Description:

PRICING SUMMARY								
MATURITY	TYPE OF BOND	COUPON	YIELD	ISSUANCE		MATURITY	PRICE	DOLLAR
DECEMBER 1				VALUE	PAR			
1998	SERIAL COUPON	3.900%	3.899%	\$ 130,000.00	100.000%	\$ 130,000.00	100.000%	\$ 130,000.00
1999	SERIAL COUPON	4.000%	4.000%	200,000.00	100.000%	200,000.00	100.000%	200,000.00
2000	SERIAL COUPON	4.150%	4.150%	205,000.00	100.000%	205,000.00	100.000%	205,000.00
2001	SERIAL COUPON	4.200%	4.200%	220,000.00	100.000%	220,000.00	100.000%	220,000.00
2002	SERIAL COUPON	4.300%	4.300%	230,000.00	100.000%	230,000.00	100.000%	230,000.00
2003	SERIAL COUPON	4.350%	4.400%	235,000.00	100.000%	235,000.00	99.737%	234,381.95
2004	SERIAL COUPON	4.450%	4.500%	250,000.00	100.000%	250,000.00	99.701%	249,252.50
2005	SERIAL COUPON	4.550%	4.600%	260,000.00	100.000%	260,000.00	99.667%	259,134.20
2006	SERIAL COUPON	4.600%	4.650%	265,000.00	100.000%	265,000.00	99.634%	264,030.10
				\$1,995,000.00		\$1,995,000.00		\$1,991,798.75

BID INFORMATION

Par Amount of Bonds	\$1,995,000.00
Reoffering Premium or (Discount)	(3,201.25)
Gross Production	1,991,798.75
Total Underwriter's Discount (1.100%)	(21,949.35)
Bid	1,969,849.40
Accrued Interest from 11/01/1997 to 11/25/1997	5,738.33
Total Purchase Price	\$1,975,587.73
Bond Year Dollars	\$10,966.25
Average Life	5.497 Years
Average Coupon	4.411289%
Net Interest Cost (NIC)	4.6404744%
True Interest Cost (TIC)	4.6743606%

Anticipated Closing Date: November 25, 1997

Offer Expires: November 10, 1997 11:59 p.m.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH
DATE: November 6, 1997
SUBJECT: FIRST READING - 1998 BUDGET ORDINANCE

BACKGROUND

The total preliminary budget is \$17,307,254, an increase of \$250,929 (1.5%) over the 1997 budget.

Capital projects expenditures account for 37% (\$6,389,532) of total city expenditures. Some of the projects include the East/West Road Project (\$1,600,000), Rosedale Street Improvements (\$810,000) and Kimball Drive Park and Ride (\$1,160,000).

Salaries and benefits account for 19% (\$3,364,047) of the city's overall budget. This represents an increase of \$541,000 (19%) over 1997. The increase is largely due to the addition of seven and one-half positions during the year. Also, the increase partly reflects a 3.7% COLA increase. The additional positions are; a project engineer, two laborers, one and one-half fte construction inspectors, a maintenance worker, public works office assistant upgrade from one-half to full time, an administrative receptionist, and a one-half time data entry clerk.

Transfers between funds are \$1,967,000 (11%) of budget. The transfers include \$255,000 and \$150,000 from the General Fund to the 1997 L.T.G.O. and Storm Funds; \$550,000 and \$350,000 from the Capital Improvement and Capital Asset Funds to the Street Fund; and \$450,000 from the Water Fund to the Water Capital Asset Fund.

Budgeted ending cash balances are \$2,752,092, or 16% of budget as compared with \$1,135,987, or 7% in 1997.

RECOMMENDATION

Staff recommends adoption of the ordinance, after public study sessions, and the second reading.

**CITY OF GIG HARBOR
ORDINANCE NO. ____**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR,
WASHINGTON, FOR THE 1998 FISCAL YEAR.**

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 1998 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 10 and November 24, 1997 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 1998 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the said city council did meet at the established time and place and did consider the matter of the 1998 proposed budget; and

WHEREAS, the 1998 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 1998 and being sufficient to meet the various needs of Gig Harbor during 1998.

NOW, THEREFORE, the City Council of the City of Gig Harbor **DO ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 1998 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning cash balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 1998 are set forth in summary form below, and are hereby appropriated for expenditure during the year 1998 as set forth below:

1998 BUDGET APPROPRIATIONS

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$526,346
02 LEGISLATIVE	30,000
03 MUNICIPAL COURT	256,330
04 ADMINISTRATIVE/FINANCIAL	475,950
06 POLICE	1,251,812
14 PLANNING / BUILDING	456,135
15 PARKS AND RECREATION	837,550
16 BUILDING	159,800
19 ENDING FUND BALANCE	<u>390,213</u>
001 TOTAL GENERAL FUND	4,384,136
101 STREET FUND	4,604,510
105 DRUG INVESTIGATION FUND	11,600
107 HOTEL-MOTEL FUND	21,100
109 PROPERTY ACQUISITION FUND	1,267,000
201 '75 GO BONDS - SEWER	5,311
203 '87 GO BONDS - SEWER CONSTRUCTION	200,000
208 '97 LTGO BONDS	314,174
301 GENERAL GOVT. CAPITAL ASSETS	590,000
305 GENERAL GOVT. CAPITAL IMPROVEMENT	370,000
401 WATER OPERATING	988,100
402 SEWER OPERATING	1,005,744
407 UTILITY RESERVE	520,000
408 UTILITY BOND REDEMPTION FUND	815,919
410 SEWER CAPITAL CONSTRUCTION	760,000
411 STORM SEWER OPERATING	406,000
420 WATER CAPITAL ASSETS	1,041,000
605 LIGHTHOUSE MAINTENANCE TRUST	<u>2,660</u>
TOTAL ALL FUNDS	<u>\$17,307,254</u>

Section 3. The title of Fund 208 is hereby changed to '97 LTGO Bond Fund.

Section 4. Attachment "A" is adopted as the 1998 personnel salary schedule.

Section 5. The city clerk is directed to transmit a certified copy of the 1998 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five(5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 24th day of November, 1997.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Filed with city clerk:

Passed by the city council:

Date published:

Date effective:

ATTACHMENT "A"

1998 SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>		
	<u>Minimum</u>	<u>Maximum</u>	
City Administrator	\$5,026	\$6,283	
Public Works Director	4,501	5,627	
Chief of Police	4,259	5,324	
Police Lieutenant	4,067	5,084	
Finance Director	4,055	5,069	
Planning Director	3,968	4,960	
Public Works Supervisor	3,622	4,528	
Police Sergeant	3,425	4,281	See note
Fire Marshal/Building Official	3,474	4,343	
Sewer Plant Supervisor	3,467	4,334	
Foreman	3,088	3,861	
Police Officer	2,872	3,590	See note
Planning Associate	2,973	3,717	
Construction Inspector	2,923	3,654	
Sewer Plant Operator	2,879	3,599	
Maintenance Worker	2,798	3,497	
Planning / Building Inspector	2,707	3,383	
Engineering Technician	2,601	3,250	
Administrative Assistant	2,518	3,148	
Public Works Assistant	2,518	3,148	
Court Administrator	2,431	3,039	
Finance Technician	2,301	2,876	
Planning-Building Assistant	2,301	2,876	
Laborer	2,259	2,824	
Court Clerk	2,204	2,754	
Police Services Specialist	2,163	2,706	
Administrative Receptionist	1,869	2,251	

Note: Contract expires in 1997; 1998 salary levels are currently under negotiation.

C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:11/03/97

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 1/31/98

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 KKLD, INC.	UDDENBERG'S THRIFTWAY #277 3110 JUDSON AVE GIG HARBOR WA 98335 0000	362719	E F

RECEIVED
NOV 4 1997
CITY OF GIG HARBOR



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 1025 E. Union, P.O. Box 43075
 Olympia, WA 98504-3075
 (360) 664-0012

RECEIVED

OCT 27 1997

DATE: 10/21/97

CITY OF GIG HARBOR

TO: CITY OF GIG HARBOR

RE: NEW APPLICATION

License: 351502 - 2E County: 27
 Tradename: SHORELINE RESTAURANT
 Loc Addr: 8827 N HARBORVIEW DR
 GIG HARBOR WA 98335

APPLICANTS:

SHORELINE, INC.

HOGAN, WALTER NOEL 09-19-38 534-32-8847
 HOGAN, SUSAN G 08-05-55 459-04-2172

Mail Addr: 8827 N HARBORVIEW DR
 GIG HARBOR WA 98335-2168

Phone No.: 253-873-8366 TONY PINOCCHIO

Classes Applied For:

H Spirituous liquor by individual glass and/or beer and wine on premises

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required you must submit a written request for an extension of up to 20 days. An extension of more than 20 days will be approved only under extraordinary circumstances.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |

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

MAYOR'S REPORT

November 5, 1997

People-Places and Spaces

City Hall officials and guests met a person of vision last week as Dan Burden flew into town for 36 hours. His October 30th slide presentation focused on creating pedestrian-friendly communities. Each picture of his Livable Communities presentation was truly worth a 1000 words.

Mr. Burden reduced the essence of livable and safe communities down to one word...*People!* He said that if you create safe, pleasant spaces for people, then you will be creating a strong and viable economic stability in tandem with a very pleasant place to live.

Dan Burden shared a vision for creating people-places and spaces. The goals of city planning these past eight years have been consistent with this vision. We need to retain the livability we all enjoy and to foster livability for our increasing population.

My recent walk through the Westside reminds me that pedestrian connections to the business district need to be created to assist in the economic stability and livability of the Westside commercial area.

Pedestrian and bicycling considerations will be an integral part of the ultimate design of the East-West Road. The Finholm View Climb will be a pedestrian connection for residents in North Gig Harbor to the neighborhood business district below.

We must continue eight year's of planning and implementing with a renewed focus on people spaces. I will ask Council to place a priority on facilitating people spaces in the 1998 budgetary six year goals and yearly objectives, including:

Sidewalks and bike routes as feasible on Judson, Rosedale, Grandview, Franklin, Fuller, Prentice, Burnham, Vernhardson, and Fenimore Streets.

Cooperation with the County and School District to bring safer people spaces on 38th Street from Goodman Middle School to Hunt Street.

A plan for a pedestrian pathway along Hunt from 38th to 46th and on Wollochet Drive from the overpass to Hunt Street. The Comprehensive Transportation Plan and 1999 Six-Year Transportation Plan update will reflect these goals if Council provides support.

Funding for all of the projects will be a challenge, but I believe that in addition to City Councilmembers, many members of the community will step forward to assist in realizing the overall vision of creating people-places and spaces.

