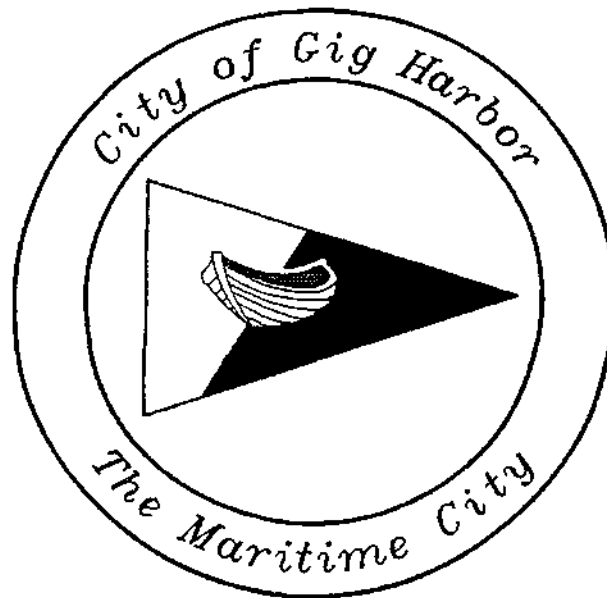


# **Gig Harbor City Council Meeting**



**January 28, 2002  
7:00 p.m.**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
January 28, 2002 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE**

**SWEARING IN CEREMONY:** Judge Michael Dunn.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meetings of January 14, 2002.
2. Proclamations/Correspondence: a) February 12<sup>th</sup> - Arts Day. b) Letter from Alan Anderson.
3. Consultant Services Contract Amendment - Krazan & Associates.
4. Consultant Services Contract Amendment - Earth Tech, Inc.
5. Stormwater Facilities Maintenance Agreement & Restrictive Covenant - Gig Harbor North.
6. Purchase Authorization - Street Lights for Harborview Drive.
7. Purchase Authorization - Street Lights for Harborview Drive Street End.
8. Purchase Authorization - Street Lights for Rosedale Street.
9. Consultant Services Contract for Acoustical Study - BRC Acoustics.
10. Memorandum of Agreement - State Office of Archeology and Historic Preservation for Data Sharing.
11. Appointment to Mayor Pro Tem and Council Committees.
12. Reappointment to Planning Commission.
13. Reappointments to Design Review Board.
14. Bid Award - Official Newspaper.
15. Approval of Payment of Bills for January 28, 2002.  
Checks #35076 through #35206 in the amount of \$965,446.11. Check #35084 Void.

**OLD BUSINESS:**

1. Closed Record Appeal - Denton Bed & Breakfast.
2. Second Reading of Ordinance - Water Rate Increase.
3. Second Reading of Ordinance - Sewer Rate Increase.
4. First Reading of Ordinance - Erickson Street Vacation.

**NEW BUSINESS:**

1. Notice of Intent to Annex - Northwest Gig Harbor Employment Center.
2. Fisherman's Memorial Statue - Request for Support.

**STAFF REPORTS:**

David Rodenbach, Finance Director - Quarterly Report.

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

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

**ADJOURN:**

**DRAFT**

**GIG HARBOR CITY COUNCIL MEETING OF JANUARY 14, 2002**

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

**CALL TO ORDER:** 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARINGS:**

Annexing Property Adjacent to Public Works Shop. Mayor Wilbert opened the public hearing at 7:01. John Vodopich, Director of Community Development, explained that the city is the owner of approximately 5.3 acres adjacent to the Public Works Shop at 5118 89<sup>th</sup> Street. He said that the city desires to annex that property into the city limits. There were no public comments and the Mayor closed the public hearing at 7:02 p.m.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meetings of December 10, 2001.
2. Proclamations/Correspondence: a) Martin Luther King Day b) Committee to Preserve Pierce Transit c) PCRC - Call for Nominations d) AWC, I-695 Funding.
3. Municipal Court Judge Contract.
4. Communications Maintenance Agreement.
5. Development Grant Agreement Acceptance - Dept. of Community, Trade & Economic Development.
6. Art for Gig Harbor Civic Center - Consultant Services Contracts.
7. Liquor License Renewals: Harbor Arco AM/PM; Gourmet Essentials; Harbor Inn Restaurant; El Pueblito Restaurant; Market Express.
8. Approval of Payment of Bills for December 24, 2001.  
Checks #3765 through #34896 in the amount of \$1,848,095.99.
9. Approval of Payment of Bills for January 14, 2002.  
Checks #34897 through #35075 in the amount of \$877,577.89.
10. Approval of Payroll for the month of December.  
Checks #1184 through #1238 in the amount of \$191,866.08.

**MOTION:** Move to approve the Consent Agenda as presented.  
Ekberg/Ruffo - unanimously approved.

Mayor Wilbert complimented Pat Iolavera, Senior Planner, for her success in obtaining the Development Grant.

**OLD BUSINESS:**

1. Closed Record Appeal of Hearing Examiner's Decision - Denton Bed & Breakfast.  
Mayor Wilbert read the guidelines for a closed record appeal process and gave a brief overview

of what has occurred to date. As part of the process, the Mayor asked if any member of the Council had engaged in communication with opponents or proponents regarding this issue outside of the public hearing process. Councilmember Ruffo said that prior to the last meeting, he received three phone calls regarding this application, but he explained that he could not comment on the issue. The Mayor then asked if any Councilmember, or any member of the audience, felt that any Councilmember could not consider this application in a fair and objective manner. There was no response and she then asked if anyone objected to her participation. Again, there was no response.

John Vodopich explained that the packet contained a memorandum dated January 14<sup>th</sup> prepared by the city attorney and himself outlining the chronology of events and stating that they both recommend that the Council dismiss the appeal filed by Mr. Greg Hoeksema and affirm the Hearing Examiner's decision of October 3, 2001 granting the issuance of the Conditional Use Permit 01-05 and Variance 01-07.

Councilmember Dick made the following motion.

**MOTION:** Move that we set aside the final decision of the Hearing Examiner on CUP 01-05 and the Variance 01-07 and the conditional use permit variance applications submitted by Steve and Janice Denton for 9107 North Harborview Drive, Gig Harbor, Washington on the basis that the record upon the appeal does not contain substantial evidence in support of the required finding that the variance requested meets the minimum necessary to make reasonable use of the property.  
Dick/

Mayor Wilbert asked Councilmember Dick to restate his motion, as the audience could not hear him.

**MOTION:** Move that we set aside the final decision of the Hearing Examiner on the variance and the conditional use permit upon the grounds that there is not substantial evidence in the record to support the Hearing Examiner's finding that the proposed variance constituted the minimum necessary to make use of the property as required by the Gig Harbor City Code.  
Dick/Owel -

Councilmember Owel reaffirmed that under Roberts Rules of Order, a second to a motion is given because an item is worthy of discussion, and does not necessarily indicate a point of view.

Councilmember Dick explained that there are several conditions that the Hearing Examiner was required to make specific findings upon in the Gig Harbor City Code and the one finding that his motion addresses is the provision of the code which requires that for a variance to be granted. The variance from the established rules needs to be the minimum necessary to make reasonable use of the property, and in listening to the evidence presented at the hearing, there was evidence from the appellant, Dr. Hoeksema, that Dentons could improve their residence, a reasonable use of the property, but adding several bedrooms to the home for use as a Bed and Breakfast is not

the minimum necessary to make a reasonable use of the property. The Hearing Examiner asked the Dentons if they had any evidence to submit on that subject, which they did not, to show either what was necessary to make reasonable use of the property, or the minimum that the footprint that they were proposing to go into the setback could not be avoided by a change to their proposal. They didn't submit any of this in the record to show either that they couldn't make any money on the use of their premises without a fourth bedroom, and in closing a third stall for a garage. There was no evidence that houses require a three-car garage to be the minimum necessary to make that reasonable use of the residence and in fact, there simply was no evidence taken on the subject, even though the Hearing Examiner asked the question. Councilmember Dick continued to say that he believed that one can conclude that there is no substantial evidence in support of a conclusion that it was the minimum necessary, because the same number of bedrooms could have been built on the premises without encroaching, so long as they didn't have the bonus room and they didn't enclose the third stall of the garage. They could have had all the parking they wanted in the setback, they just couldn't build in the setback unless it was the minimum necessary to make reasonable use. He continued to say that maybe these aren't the rules that ought to be used, but those are the rules adopted in the code that the parties were stuck with when they came to the hearing. If there is substantial evidence to support the Hearing Examiner's conclusion that this is the minimum necessary to be a home, but there wasn't any evidence to support that conclusion. Councilmember Dick said that he does not believe that there is anything that the Council can take official or judicial notice of that every house or every lot, to make reasonable use of, requires a three-car garage. That's not something that people can agree and cannot disagree reasonably. Neither is it true. There are lots of houses that don't have three-car garages, nor even if they have three-car garages could Council agree among themselves if the Denton's house needs one to make a reasonable use. Councilmember Dick said that as a result he concluded that he can't support the decision of the Hearing Examiner on these grounds, and that was the basis of his motion.

Councilmember Ruffo explained that because he was not present at the last meeting, he reviewed the minutes as well as listen to the tape of the Hearing Examiner meeting. He said that he noticed in the minutes of the last meeting, the only concern brought about by Councilmember Dick was whether the size was in control of the applicant, and now the issue was raised of the minimum variance necessary for reasonable use, and asked why this change had occurred since the last meeting.

Councilmember Dick said that the two are somewhat related, and that there were several elements, one being the control of the applicant and the other the minimum use necessary. The two seemed related and in his analysis is based on the fact that he believes that the control of the applicant is not as clear and the real element that is missing is that it wasn't the minimum necessary because the applicant, and he didn't know what the facts are because they are not in the record, but, if it were true that reasonable use of this property required a three-car garage that extends into the setback, that evidence wasn't in the records, and Council was, unfortunately, limited to the record whether other facts exist or not. Council can't consider them if they weren't there for the Hearing Examiner to consider. He said that he couldn't find them there, and that's the basis for his concern. He said that in his thought process the two issues are somewhat related but they are in fact, two separate provisions of the City Code, and he thinks the better analysis is that it's the minimum necessary language that is the problem in this case.

Councilmember Ruffo said that when he listened to the Hearing Examiner tapes, toward the end of the tape when the Denton's were specifically asked about the garage, they responded that they felt that it was necessary to build a garage in order to carry out their duties to make the bed and breakfast the way they felt it needed to be made. He asked Councilmember Dick what kind of evidence he was suggesting.

Councilmember Dick responded by saying that wasn't what the Denton's said, but instead said that they thought that they had been making use of that area in which the third stall would be situated for parking anyway, and that it didn't make any difference because they were not trying to do anything that they hadn't been doing, which is parking in that area. They didn't discuss at all the minimum necessary nature, that you couldn't make any money or that you couldn't use the property as a residence without a third-car garage in the evidence. The Hearing Examiner asked them a direct question, and gave them the opportunity to respond, but they did not respond to that question.

Councilmember Ruffo asked why the Hearing Examiner ruled the way he did if he asked them the proper question. He said that the man is of sound legal reasoning. He said that Council deliberated a long time before they hired a Hearing Examiner and one of the criteria when he was hired was that the person would be an attorney for this very reason. And now Council is telling this person of sound legal mind, which Councilmember Dick, as the exception, presumably, the rest of us don't have that and we have to rely upon the process of legal reasoning as judged by an attorney. That is the very reason that Kenyon is there.

Councilmember Dick replied that the standard that has to apply in a quasi-judicial hearing, Council can't act like the legislators that they intend to be on most matters, they have to act like judges, and the problem is that even if you think you know the right answer, you can't do it unless the record supports it, and the same is true of the Hearing Examiner. So, Council is stuck with reading the record and finding out if there is anything in the record to support the Hearing Examiner's decision on that position. There wasn't any disputed evidence on that question, there wasn't any evidence presented in support of the idea that this is the minimum necessary to make a reasonable use of the property as a house or as a bed and breakfast. And in fact, the same number of units could have been built there if they didn't have the bonus room and the third-car garage that extends into the setback by just having their required parking in the setback for the four units. Nor was there any showing, no facts in the record, to suggest that they couldn't have gotten by with a three-bedroom bed and breakfast or a two bedroom bed and breakfast or something of the sort. Now it may be that such facts exist, and that nobody could live without a four-car, four-bedroom bed and breakfast. But unless that evidence was there to suggest that you couldn't get by with less, then there's no evidence to support it, and there are several cases...the Duple case is one that Counsel had mentioned to us, and there is another case called Cummings versus the City of Seattle, in which variances were issued. The very test we are talking about is one in which that court made findings. In that case the Hearing Examiner, just as in this case, concluded that the variance requested was the minimum necessary to make reasonable use of the property, and the court said that in that case, that there was not substantial evidence and set it aside. Because without evidence that they couldn't make money to make it a reasonable use, or they couldn't make other use sufficient to make a reasonable use, without evidence to support

that, even the well-intentioned conclusion of the Hearing Examiner could not be supported. And that was the same kind of situation, where the Hearing Examiner made a decision, as in this case, we have to take our responsibilities seriously. The only thing that we are deciding is "Was there substantial evidence in support?" If there was substantial evidence in support, we are to defer to his judgment, and I agree with that, and would. But there has to be some evidence before we defer to his judgment as being the best of two decisions.

Councilmember Young responded by saying that part of the problem is that Councilmember Dick is getting hung-up on the word "reasonable," and which is, by definition, synonymous with ordinary. If this is the case, then just the opposite has to be proven that allowing a three-car garage for a single-family residence is extraordinary. In 1940 this would have been extraordinary, but today, you can't say that it extraordinary. He said that he didn't think that the burden of proof is to show, with a survey, how many homes have three-car garages and how many have two. He continued to say that the other problem is that the Dentons did supply evidence in how far different garages encroach into the setback and were trying to show that it wasn't extraordinary and not unusual for the area. By granting the variance would in fact help put them into conformance or in line with other homes in the area. Nothing that they have asked for is extraordinary and the one thing that keeps coming up is the addition of five and six bedrooms for a bed and breakfast, which was never disputed by Dr. Hoeksema. Not once was this brought up in any testimony or any part of the appeal about the Conditional Use Permit. He said that we have to set aside that the conditional use permit was not argued, and in fact, Dr. Hoeksema brought up the fact that he thought that they were somewhat tied, but he wasn't going to argue it. His big problem was the Design Review Manual, which we all agree needs to be tossed out, and isn't germane to this issue. The reality is that Council has to decide whether or not this situation is extraordinary and I don't think that I have to force appellants to count up how many people have a similar situation or to prove to me what is ordinary, just that it's not extraordinary. If the appellant cannot prove that it is extraordinary and out of the norm, then he has no problem granting the application. He said that he did not think that it's within the realm of the Council to produce minor situations like this to overturn applications when realistically, this is not what the appeal is about. This is a legal technicality and the lay of the land prohibits them, without tearing down the building, from carrying forth with what they want to do, so it would be the same situation for a single-family residence, just adding the same garage. The topography of the site is just too difficult.

Councilmember Owel said that she believed that the term "minimum necessary" carries equal weight with the term "reasonable use" and said she would like to see it addressed. She continued to say that there is not a lot in either the Hearing Examiner's written opinion or anywhere else that addressed that particular phrase. She said that the term "minimum necessary" has bedeviled her more than any other in this particular case. She said that she is not concerned with toying with the term "reasonable use" and that it doesn't get Council away from the phrase "minimum necessary." She said that if you are going to say that a three-car garage is the minimum necessary for reasonable use of a property, disregarding this particular issue, what does that say about all issuing variance of people with two-car garages elsewhere.

Councilmember Young said that the city was welcome to do that, but there is no standard. He clarified that he had no interest in saying what is minimum or what is not minimum, and you can

have this and you can't, or your garage can be this big and you can have a RV garage with a ten-foot door. Frankly, the city should stay away from that in these variance permits. He said that the minimum necessary is that if you can build the garage in a different portion of the site and yet you ask for 20-foot encroachment instead because it would be easier, then that is not the minimum necessary. There was no evidence given that they could have sited this differently and made it easier. The minimum necessary standard is more in terms of what would make the least amount of encroachment or variation. In this case it's not that it's a three-car garage, but can you put a three-car garage differently on the site. The minimum necessary use does not apply to, isn't necessary to have a minimum of a three-car garage. I don't think that Council is here to sit through that. What that applies to is what is ordinary. In terms of what is minimum use is if you could site it a different way, if you could do without, or put it around the back or somewhere else or didn't need the variance. There was no evidence given that this was not the minimum amount necessary, no indication that this was greater than needed for that particular use.

Councilmember Owel asked if he was saying that the minimum necessary is reasonable?

Councilmember Young said that it is presumed, and why would they need to show differently.

Would they need to show engineering schematics for several different possibilities?

Councilmember Owel said that her thinking was that what is the minimum necessary, and if they have a two-car garage, would they need that much encroachment?

Mayor Wilbert asked Councilmembers to keep their comments to the motion.

Councilmember Dick said that the issue of minimum necessary goes to how much encroachment. If you look at the Cummings case, there are a couple of sentences in there that are relevant, and he is reluctant to commingle this, but the point is that they conclude the issue the same. Whether or not the building the guy wanted was the minimum necessary. Two different criteria that we are talking about here were mentioned, but the one that addressed minimum necessary use, they said "We concluded that there must be a showing that a smaller building would not provide the applicant with a reasonable return, therefore, there could be a determination of whether there was a new or unnecessary hardship. Without it there is insufficient evidence in the record to show that the variance is the minimum necessary to afford relief." Size is the issue, and when someone comes in to make a variance to make reasonable use of their property, a residential use or even a bed and breakfast use, may be a reasonable use of the property. The question is how big of one? If a reasonable use of the property could be made for a two or three bed and breakfast without encroaching, then there would have to be some showing that a smaller building would not provide the applicants with a reasonable return before you could determine that this was the minimum necessary. That's the issue for us here, and whether we will require somebody that comes in and has a lot that's big enough for a four-bedroom house, but they want a nine bedroom house so that they can rent out five extra units, that even though they could put a four or a five or a seven bedroom house on their lot, they need to eat up the setbacks too in order to make reasonable use of the property? This is the only protection for the rule. The rule is there and the rule has two or three grounds upon which it may be moderated. One of the tests is the minimum necessary, and an independent test is the one which you are concerned about, and that is a separate test that even if there was some evidence that it took a four-bedroom unit to make reasonable use of the property, you still couldn't do it if you were trying to do more than the average encroachment. Those are two separate tests, you have to meet both the average



encroachment test which this one did, but it didn't show that this was the minimum necessary, and that you couldn't make a reasonable residential use or reasonable bed and breakfast use with a slightly smaller idea. Just because a bed and breakfast is a good idea doesn't mean that you can have a five-unit one when the lot's too small, only if you couldn't make any other reasonable use of it would you be entitled to it.

Councilmember Young pointed out that a seven-bedroom house would be a clearly extraordinary use and asked where you would draw the line. He said that in the reverse, you could say then that you could get away with a two-bedroom house or a 500 square foot house...you can still live there and that's a reasonable use.

Councilmember Dick said that this is what Dr. Hoeksema's decision was. Even though you may not think this was the minimum necessary, you're stuck with it unless you can show that you couldn't make a reasonable return is the language in the case here. You can't just build a bigger building than you need if a smaller building will give you a reasonable return that warrants this change.

Councilmember Young asked how you calculate that reasonable return? Councilmember Dick replied by evidence and we can't go through all of that here, but it is entirely possible that you could bring expert testimony in that would tend to show and in the marketplace it's done all the time. He said that you must have seen it in real estate and valuation. This kind of a project, you want to build a nursing home, it takes at least so many units to break even. That would be proof of the minimum necessary to make reasonable use. The same thing would be true of a bed and breakfast unless there is some showing that there is minimum necessary to make a bed and breakfast use not the maximum you want, but the minimum necessary. There isn't anything supported.

Councilmember Young asked how you would calculate that in a single-family home? There is no such thing as a return on your investment when you are building your own home. We have already agreed to separate the two issues. That was never argued, or never settled upon, not once, that this was more than the minimum and not necessary.

Councilmember Dick disagreed and said that yes, this is not the minimum necessary, because residential use of their home, which they have now, would be the minimum necessary. A bigger home, their desirable future permanent home, could even be built bigger and make their future permanent home without encroaching. That's a reasonable use of this property that doesn't require any extra encroachment.

Councilmember Young asked if this was a way of arguing the Conditional Use Permit. Councilmember Dick said that it is not, that it is talking about the minimum necessary use, and if you need to go into the setback in order to make a reasonable use.

Councilmember Ruffo said that it was his understanding that the ordinance allows, on conditional use basis, up to five guest rooms in a bed and breakfast. They chose to build four, and with that came parking requirements. He said that it seems that one could logically conclude that because there is very little parking on the street, that it is necessary to encroach upon the

setback in order to satisfy those parking requirements that the conditional use permit, which was approved, allows for. Therefore, it seems that you have to have to take into consideration that a four-guestroom bed and breakfast was approved with parking requirements along with it. Therefore, one could conclude, on a subjective basis, that there is parking required in the setback in order to satisfy the fact that there is little parking on the street. There are parking requirements that come with the four-bedroom bed and breakfast, and that in terms of the use of the term "minimum requirement" one could conclude that they need at least three parking stalls underneath. He said that this is what the Dentons may have done and that he only is surmising that. He said that we have the responsibility to surmise why they drew the plans that they drew. We do not have the benefit of the process of legal reasoning at this council level, with the possible exception of Councilmember Dick, so we have to make reasonable conclusions and what we think is fair and reasonable for the citizens of our city. I think we are looking for sharks in the bathtub.

The Mayor restated that the motion is to set aside the Hearing Examiner's decision and asked if there were any other comments from Councilmembers. There were none and she called for the question.

**MOTION:** Move that we set aside the final decision of the Hearing Examiner on the variance and the conditional use permit upon the grounds that there is not substantial evidence in the record to support the Hearing Examiner's finding that the proposed variance constituted the minimum necessary to make use of the property as required by the Gig Harbor City Code.  
Dick/Owel - a roll-call vote was taken with these results.

Ruffo - no; Picinich - yes; Dick - yes; Owel - yes; Franich - yes; Young - no; Ekberg - no. The motion to set aside the Hearing Examiner's decision carried by a vote of four to three.

**MOTION:** Move that the Findings and Conclusions to support the decision of the Council be presented for adoption at the next meeting.  
Dick/Picinich - four voted in favor, three voted against. The motion carried.

Councilmember Ruffo said that he had a comment, and Carol Morris, Legal Counsel, recommended that if it were a comment regarding the decision, that he wait until the appeal period expires. He assured her that it was not specific to this case and said that he would wait until Council Comments.

The Mayor announced a short recess at 7:47 p.m. The meeting reconvened at 7:58 p.m.

2. Second Reading of Ordinance - Annexing Property Adjacent to Public Works Shop. John Vodopich presented this ordinance explaining that the city is the owner of approximately 5.3 acres adjacent to the existing Public Works shop located at 5118 89<sup>th</sup> Street.

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**MOTION:** Move to adopt Ordinance No. 897 annexing approximately 5.3 acres that is immediately adjacent to and south of the existing City of Gig Harbor Public Works Shop located at 5118 89<sup>th</sup> Street.  
Dick/Picinich - unanimously approved.

3. Second Reading of Ordinance - Official Zoning Map Change - Peninsula School District Rezone, Prentice Avenue. John Vodopich presented this ordinance rezoning the Harbor Ridge Middle School site from Single-Family resident to Public Institutional.

**MOTION:** Move to adopt Ordinance no. 898 to rezone the property located at 9010 Prentice Avenue from Single-Family resident to Public Institutional.  
Picinich/Ruffo - unanimously approved.

4. Second Reading of Ordinance - School Impact Fees. Mark Hoppen, City Administrator, explained recommended that this ordinance be tabled until the 18<sup>th</sup> to allow action from the School District.

**MOTION:** Move to table this until the meeting of the 28<sup>th</sup>.  
Ruffo/Picinich - unanimously approved.

5. Authorization for the Use of Uniforms and Hold Harmless / Indemnity Agreement. Chief Mitch Barker presented this agreement that had come before Council late last year and which Carol Morris had been asked to review. He explained that the agreement is in place to make sure the city does not have problems with FLSA overtime claims on officers working in an uniform capacity within the workweek while also on duty. He explained that the agreement had been in place since 1999 and was being brought back to change the names of the officers to reflect those that had left the department and to add the new names. He asked that Council authorize the Mayor to sign the agreement. Carol Morris answered questions regarding indemnification and Workmen's Comp.

**MOTION:** Move to authorize the Mayor to sign the attached agreement for Hold Harmless and Indemnity.  
Ruffo/Picinich - unanimously approved.

**NEW BUSINESS:**

1. Notice of Intention to Annex - Northwest Gig Harbor Employment Center. John Vodopich said that in December the city had received the Notice of Intention to Commence Annexation for approximately 200 acres located west of Highway 16 and north of Gig Harbor High School, all within the city's Urban Growth Area. He explained that the City must set a meeting date within 60 days of receipt of the petition to determine whether to accept the proposed annexation area. Councilmember Young asked about the advantage to including the portion of the east side of Highway 16 in the annexation. John explained that the applicant had made inquiries of the property owners in that area, who showed no interest at this time. He said that one of the issues addressed by the Boundary Review Board is irregular boundaries.

**MOTION:** Move to set the meeting for the proposed annexation on January 28<sup>th</sup> to adopt, modify or reject the petition.  
Dick/Ruffo - unanimously approved.

2. First Reading of Ordinance - Water Rate Increase. David Rodenbach, Finance Director, presented this ordinance approving a water rate increase of 5% in order to reflect the increased costs of maintenance and operations. He added that the water rates had last been increased in 1994. He said that the city was performing a rate study during 2002 in order to establish to optimize the rate structure. Dave explained that the rate increase will go into effect March 1<sup>st</sup>, not February 1<sup>st</sup> due to the effective date of the ordinance, and the language would be amended to reflect this change for the second reading.

3. First Reading of Ordinance - Sewer Rate Increase. Dave Rodenbach presented this ordinance, explaining that the effective date would also be changed to March 1<sup>st</sup>. He said that sewer service rates last increased in 1999. This will return at the next meeting for a second reading.

4. Equipping Well No. 6 - Contract Award. John Vodopich explained that a budget objective for the water department was to complete the supply and distribution systems associated with Well No. 6. He said that eight bids were received, with Pape & Sons Inc. the lowest responsible bidder.

**MOTION:** Move to authorize the execution of the contract for the Equipping Well No. 6 Project to Pape and Sons Construction, Inc., in the amount of two hundred twenty-eight thousand two hundred sixty-three dollars and ninety-six cents (\$228,263.96.)  
Picinich/Ruffo - unanimously approved.

**STAFF REPORTS:**

1. GHPD - November and December Stats. Chief Barker presented the information from November and December and explained that a mistake had been found in the formula, explaining the increased numbers in criminal traffic tickets. He said that the actual figures are down 1%.

2. John Vodopich, Director of Community Development - Update on Gig Harbor Sportsman Club. John said that he had contacted two acoustical firms to obtain proposals to evaluate the noise issues related to shooting activities, and had received one proposal from BRC Acoustics for \$4,100 plus expenses. The other firm, Michael R. Yantis Associates did not respond. John asked for direction on an appropriate amount that would be acceptable to expend on a noise evaluation. He explained that the noise evaluation was being conducted at the recommendation of the City Attorney prior to adoption of an ordinance that might regulate the levels. He continued to say that he had contacted the NRA to address the issue of having a Range Technical Advisor on-site and had received a letter of concurrence from the Sportsman Club and a contract from NRA for these services. He said that he would review the contract with the City Attorney and bring it back at a later date. He concluded by saying that he had received two letters from residents in the Canterwood Development regarding the club that were enclosed with the packet.

**MOTION:** Move to authorize staff to negotiate a contract for an acoustical study in an amount not to exceed \$5,000.  
Young/Ekberg - unanimously approved.

Chief Barker passed out a report on the investigation of the round that was fired into Avalon Woods.

**ANNOUNCEMENT OF OTHER MEETINGS:**

PNA Public Forum on Building Size Limitations - Tuesday, January 15<sup>th</sup>, 7:00 p.m. City Hall. Staff was asked to publicly notice the meeting to allow Councilmembers to attend.

**COUNCIL COMMENTS / MAYOR'S REPORT:**

Councilmember Ruffo said that he would like Carol Morris to review Chapter 17 of the Municipal Code and present modifications so that an appeal of a Hearing Examiner decision would go before another competent legal entity, not the City Council. He made a motion to this effect. Carol Morris clarified that an appeal would then go to Superior Court.

**MOTION:** Move to direct Legal Counsel to draft an ordinance amending Chapter 17 of the Gig Harbor Municipal Code to reflect that an appeal of a Hearing Examiner's decision would go before Superior Court.  
Ruffo/Young - roll call vote results follow.

Councilmember Ruffo - yes; Picinich - yes; Dick - no; Owel - yes; Franich - no; Young - yes; Ekberg - yes. The motion carried five to two.

Councilmember Ruffo then recommended that a public hearing be held on this issue to see what the citizens would like to see happen.

**PUBLIC COMMENT:**

Dan Cook - Mr. Cook said that the Sportsman's Club had used Michael Yantis for a previous acoustic study and highly recommended the firm.

**MAYOR'S REPORT:**

Mayor Wilbert reported that she had attended the hearing pertaining the Tacoma Narrows Airport, adding that Councilwoman Karen Biskey was continuing her efforts to address the needs that were presented at the meeting. Councilmember Picinich said that he also had attended the meeting and gave an overview of some of the issues that came up.

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.31.110(b) and potential litigation per RCW 42.31.110(i).

**MOTION:** Move to adjourn to Executive Session at 8:40 p.m. for approximately twenty minutes to discuss property acquisition and potential litigation.  
Picinich/Young - unanimously approved.

**MOTION:** Move to return to regular session at 9:00 p.m.  
Picinich/Ruffo - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:00 p.m.  
Ruffo/Picinich - unanimously approved.

Cassette recorder utilized.  
Tape 641 - Side A 013 - end.  
Tape 641 - Side B 000 - end.  
Tape 642 - Side A 000 - 376.

---

Gretchen A. Wilbert, Mayor

---

City Clerk



**Pierce County**

**Department of Community Services**  
Division of Arts and Cultural Services \*Pierce County Arts Commission  
8815 South Tacoma Way, Suite 202  
Lakewood, Washington 98499  
(253) 798-6902, 1-800-992-2456 FAX (253) 798-6604  
TDD/Voice 1-800-833-6388  
Web Site: www.co.pierce.wa.us

**DAVID SOMA**  
Director

**Marlette Buchanan**  
Manager

January 15, 2002

RECEIVED  
JAN 18 2002  
CITY OF GIG HARBOR

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

Dear Mayor Wilbert:

The Pierce County arts community would like to invite you to join the State of Washington and other counties, cities and towns across the state in declaring Tuesday, February 12, 2002 to be Arts Day in Gig Harbor.

For nearly twenty years, arts advocates from around Washington have gathered in Olympia each February to celebrate Arts Day and to speak with their legislators about arts and cultural issues. This year, communities across the state are being encouraged to celebrate the importance of the arts as an essential part of our communities, towns, cities and state.

We hope you will join us in saluting the arts by declaring February 12 Arts Day in your community. We have taken the liberty of enclosing a draft proclamation for the occasion.

Thank you for your support of the arts as an essential element in the life of your community.

Sincerely,

*Marlette Buchanan*      *Eli Ashley*

Marlette Buchanan  
Arts Manager  
Pierce County Arts & Cultural  
Services Division

<sup>ICB</sup>  
Eli Ashley  
Executive Director  
Broadway Center for the  
Performing Arts

*Janeanne Upp*

<sup>ICB</sup>  
Janeanne Upp  
Executive Director  
Tacoma Art Museum



# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS*, the arts are a fundamental aspect of human experience and necessary to our quality of life; and

*WHEREAS*, personal and creative expression is essential to our humanity; and

*WHEREAS*, the arts in all their diversity help create and sustain healthy livable communities; and

*WHEREAS*, education in the arts is essential to a quality education; and

*WHEREAS*, the business of art is a key element of a vigorous economy; and

*WHEREAS*, artists, patrons and supporters of the arts wish to celebrate and highlight the arts as an essential part of our community;

*NOW, THEREFORE* I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, recognizing that the arts are at the heart of the community, do hereby declare February 12<sup>th</sup> 2002, as

*ARTS DAY 2002*

In the City of Gig Harbor and encourage all citizens to join me in celebrating the vitality of the arts in our community.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28<sup>th</sup> day of January 2002.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

\_\_\_\_\_  
Date



Alan A. Anderson  
3225 Shawnee Drive Nw  
Gig Harbor, Wa 98335

RECEIVED  
JAN 17 2002  
CITY OF GIG HARBOR

Mayor Gretchen Wilbert  
City Hall-Gig Harbor  
3105 Judson street  
Gig Harbor, Wa 98332

1/16/02

Dear Mayor Wilbert,

Thank you for your openness and enthusiasm regarding the kayak racing program for kids. As I mentioned, this activity has never been available in the South Puget Sound. Indeed, the sport is hard to find across the country. There are many reasons but the main one is that no one is stepping up to the plate to make it happen. There happens to be people who are available right now who love the sport and are willing to devote their time.

Gig Harbor has everything necessary for a successful club. Speed limits, protected bay, good facilities, but most of all it has character, it has history, its beautiful and it is destined to send one of its own to the Olympics.

I will be gathering information to enable me to make a comprehensive presentation to you. I will contact you then.

Thanks again!

Sincerely,  
Alan Anderson

253-265-3580-h  
253-588-2721-w



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, COMMUNITY DEVELOPMENT**  
**SUBJECT: GIG HARBOR CIVIC CENTER PROJECT**  
**- CONSULTANT SERVICES CONTRACT, AMENDMENT NO. 1**  
**DATE: JANUARY 28, 2002**

#### **INTRODUCTION/BACKGROUND**

On June 26, 2001, the Council approved a Consultant Services Contract with Krazan and Associates, Inc., in the amount of \$9,301.00 to provide construction inspection and material testing services during the construction of the Gig Harbor Civic Center.

The work on this project has exceeded the original estimated budgeted amount of \$9,301.00. Krazan specified in their January 18, 2002 letter (see Exhibit A to attached Amendment to the Consultant Services Contract), that certain items caused the contract to exceed the budgeted amount:

After discussing the additional work needed to complete the inspection and testing services for this project, Krazan is requesting an additional \$10,699.00 for a total amended contract amount of \$20,000.00.

Council approval is requested to execute a contract amendment to the Consultant Services Contract with Krazan and Associates, Inc. for the additional inspection and testing services.

#### **FISCAL CONSIDERATIONS**

The approved Consultant Services Contract with Krazan and Associates, Inc. for inspection and testing services related to the construction of the Gig Harbor Civic Center is in the amount of \$9,130.00. Amendment No. 1 for the additional inspection and testing on services is in the amount of \$10,699.00, for a total amended contract amount not to exceed \$20,000.00. This project is funded through the General Government Capital Fund and adequate funds exist to accommodate the proposed amendment.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of Amendment No. 1 to the Consultant Services Contract for inspection and testing services between the City of Gig Harbor and Krazan and Associates, Inc. for the Gig Harbor Civic Center Project in the not-to-exceed amount of ten thousand six hundred ninety-nine dollars and no cents (\$10,699.00).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
KRAZAN & ASSOCIATES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated June 26, 2001, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Hwy 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction of the Gig Harbor Civic Center Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the testing services, and the parties executed an Agreement on June 26, 2001 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

**Section 1. Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: ten thousand six hundred and ninety nine dollars and no cents (\$10,699.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 18<sup>th</sup>  
day of JANUARY, 2002.

THE CITY OF GIG HARBOR

By: Jeffrey M. Bowers  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
Krazan & Associates, Inc.  
Attn: Jeffrey M. Bowers  
20714 State Hwy 305 NE, Ste 3C  
Poulsbo, Washington 98370  
(360) 598-2126

Steve Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8145  
(253) 853-7597

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

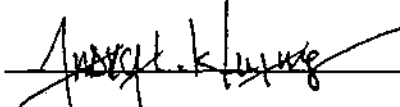
ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Dated: 1-18-02

  
\_\_\_\_\_  
ANDREA L. WILLIAMS  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
JEFFERSON COUNTY

My Commission expires: 11-25-02

STATE OF WASHINGTON        )  
                                  ) ss.  
COUNTY OF PIERCE         )

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


Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

 **Krazan** & ASSOCIATES, INC.

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING  
CONSTRUCTION TESTING & INSPECTION

January 18, 2002

KA Project No.: 106-01061

City of Gig Harbor  
Mr. Dave Brereton  
3105 Judson St.  
Gig Harbor, WA 98335

RECEIVED  
JAN 22 2002

CITY OF GIG HARBOR  
PUBLIC WORKS DEPT

**RE: Gig Harbor Civic Center  
Request for Budget Modification  
Construction Testing and Inspection Services**

Dear Mr. Brereton:

This letter is to inform you that we have exceeded our original estimated budget for the above referenced project. The budget was exceeded mainly due to the following;

- Additional soils laboratory analyses
- Additional hours monitoring soils compaction for cut and fill and trench backfill
- Smaller and slower than typical masonry crew, which resulted in four times the inspection hours
- Smaller than anticipated concrete placements resulting in additional hours and trips

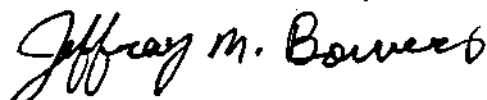
After a conversation this date with Doug of Porter Brothers Construction Company, we for see our services needed for the following items:

- One small slab placement – 6 hours - \$319.00
- Asphaltic concrete pavement sub base compaction testing – 12 hours - \$432.00
- Asphaltic concrete pavement inspection – 15 hours - \$540.00
- Asphaltic concrete pavement laboratory tests – 2 rice and 2 extraction / gradation analyses - \$620.00

We estimate that the total cost of work remaining to be out of scope work is will be \$1911.00 We therefore respectfully request a modification of our budget in the amount of \$10,699.00, which gives us a total estimated cost of \$20,000.00. These types of projects are extremely difficult to accurately estimate inspection services on.

Please authorize these additional costs by signature below. If you have any questions or if we can be of further assistance, please do not hesitate to contact our office.

Respectfully submitted,  
KRAZAN & ASSOCIATES, INC.



Jeffrey M. Bowers  
Construction Services Manager  
Peninsula Division

With Eleven Offices Serving The Western United States



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, COMMUNITY DEVELOPMENT**  
**SUBJECT: CONSULTANT SERVICES CONTRACT, AMENDMENT NO. 1**  
**- SEWAGE PUMP STATION 3A**  
**DATE: JANUARY 28, 2002**

#### **INTRODUCTION/BACKGROUND**

On April 9, 2001, the Council approved a Consultant Services Contract with Earth Tech, Inc. in the amount of \$24,519.00 to provide engineering support services during the construction of the new Sewage Pump Station 3A. The scope of services includes providing technical assistance to City staff during the construction portion of the project. Earth Tech, Inc. was selected based on their firm being the principal design engineer for the pump station and their expertise in pump station design and construction.

Additional consultant services, in the estimated amount of \$7,010.00 is required due to the encountering of unforeseen interfering subsurface utilities and conflicts.

Council approval is requested to execute a contract amendment to the Consultant Services Contract with Earth Tech, Inc. for the additional engineering support services.

#### **FISCAL CONSIDERATIONS**

The approved Consultant Services Contract with Earth Tech, Inc. for engineering support services is in the amount of \$24,519.00. Amendment No. 1 for additional engineering support is in the amount of \$7,010.00, for a total amended contract amount not to exceed \$31,529.00. This project is funded through the Sewer Fund and adequate funds exist to accommodate the proposed amendment.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of Amendment No. 1 to the Consultant Services Contract with Earth Tech, Inc. for engineering support services for the construction of the Sewage Pump Station 3A, in an amount not to exceed Seven thousand ten dollars and no cents (\$7,010.00).



**AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
EARTH TECH, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated April 9, 2001, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Earth Tech, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 10800 NE 8<sup>TH</sup> Street, 7<sup>th</sup> Floor, Bellevue, Washington 98004 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction engineering of Sewage Pump Station 3A Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on April 9, 2001 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

**Section 1. Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Seven thousand ten dollars and no cents (\$7,010.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

THE CITY OF GIG HARBOR

By:   
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
Earth Tech, Inc.  
Attn: Kris Guttormsen, P.E..  
10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor  
Bellevue, Washington 98004  
(425) 455-9494

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8145

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

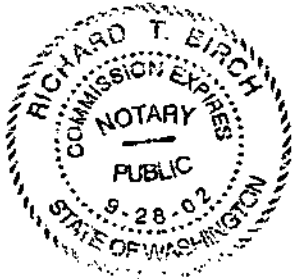
ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

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

Dated: 1-22-02



Richard T. Birch

RICHARD T. BIRCH  
(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:

17000 Island

My Commission expires: 9-28-02

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PIERCE            )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**

**HOUR/COST ESTIMATE  
CONSTRUCTION ENGINEERING CONTRACT AMENDMENT  
GIG HARBOR SEWAGE PUMP STATION 3A**

|                                    | Sanitary<br>Engineer | Structural<br>Engineer | CAD<br>Tech | Total<br>Hrs | Total<br>Cost  |
|------------------------------------|----------------------|------------------------|-------------|--------------|----------------|
| Rate:                              | \$135.83             | \$122.26               | \$73.88     |              |                |
| Site Visits                        | 16                   | 8                      | 0           | 24           | \$3,151        |
| Design Clarifications/Coordination | 20                   | 0                      | 0           | 20           | \$2,717        |
| Subtotal Labor                     | 36                   | 8                      | 0           | 44           | \$5,868        |
| Expenses                           |                      |                        |             |              | \$228          |
| Subtotal                           |                      |                        |             |              | \$6,096        |
| Contingency @ 15%                  |                      |                        |             |              | \$914          |
| <b>TOTAL</b>                       |                      |                        |             |              | <b>\$7,010</b> |

**EXPENSES**

|                       |           |             |                  |              |
|-----------------------|-----------|-------------|------------------|--------------|
| Milage                | 6 trips @ | 100 miles @ | \$0.345 per mile | \$207        |
| Markup                | @ 10.00%  |             |                  | \$21         |
| <b>Total Expenses</b> |           |             |                  | <b>\$228</b> |



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, COMMUNITY DEVELOPMENT**  
**SUBJECT: STORM WATER FACILITIES MAINTENANCE AGREEMENT(S) AND**  
**RESTRICTIVE COVENANT**  
**- GIG HARBOR NORTH**  
**DATE: JANUARY 28, 2002**

#### **INTRODUCTION/BACKGROUND**

The City has required private on-site storm water collection and detention facilities to be constructed along Borgen Boulevard, in connection with the Gig Harbor North development. As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the City a nonexclusive right of entry onto those portions of the property immediately adjacent to the stormwater facilities for the purpose of inspection of the facilities, and further requires that the property owner perform his/her own regular inspection and maintenance of the facilities at the property owner's expense.

The City's standard Storm Water Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the four agreements is requested.

#### **FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreements.

#### **RECOMMENDATION**

Staff recommends approval of these agreements.

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_ day of \_\_\_\_\_, 200 , by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Target Corporation and Albertson's, Inc., tenants in common, residing at 1000 Nicollet Mall, Minneapolis, MN (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Gig Harbor North, (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Pacific Land Design on September 27, 2000 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant; in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

### TERMS

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in Exhibit A in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the Public Works Director or his/her designee shall give notice to the Owner of the noted deficiency. The Director shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Director, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the Public Works Director prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:



To the City:

Public Works Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

To the Owner:

Target Corporation  
1000 Nicollet Mall, NM1-121  
Minneapolis, MN 55403

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

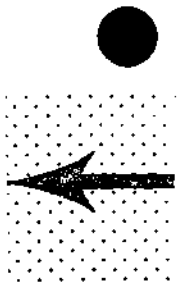
Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.



THE CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Mayor



ATTEST:

\_\_\_\_\_  
City Clerk

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

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

I certify that I know or have satisfactory evidence that Lincoln V. Sharp, Jr. is the person who appeared before me, and said person acknowledged that he ~~she~~ was authorized to execute the instrument and acknowledged it as to be (his~~her~~) free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 12/20/01



Sue Edwards  
SUE EDWARDS  
(print or type name)

NOTARY PUBLIC in and for the  
State of Idaho

residing at: Blair, Id

My Commission expires: 10/15/05

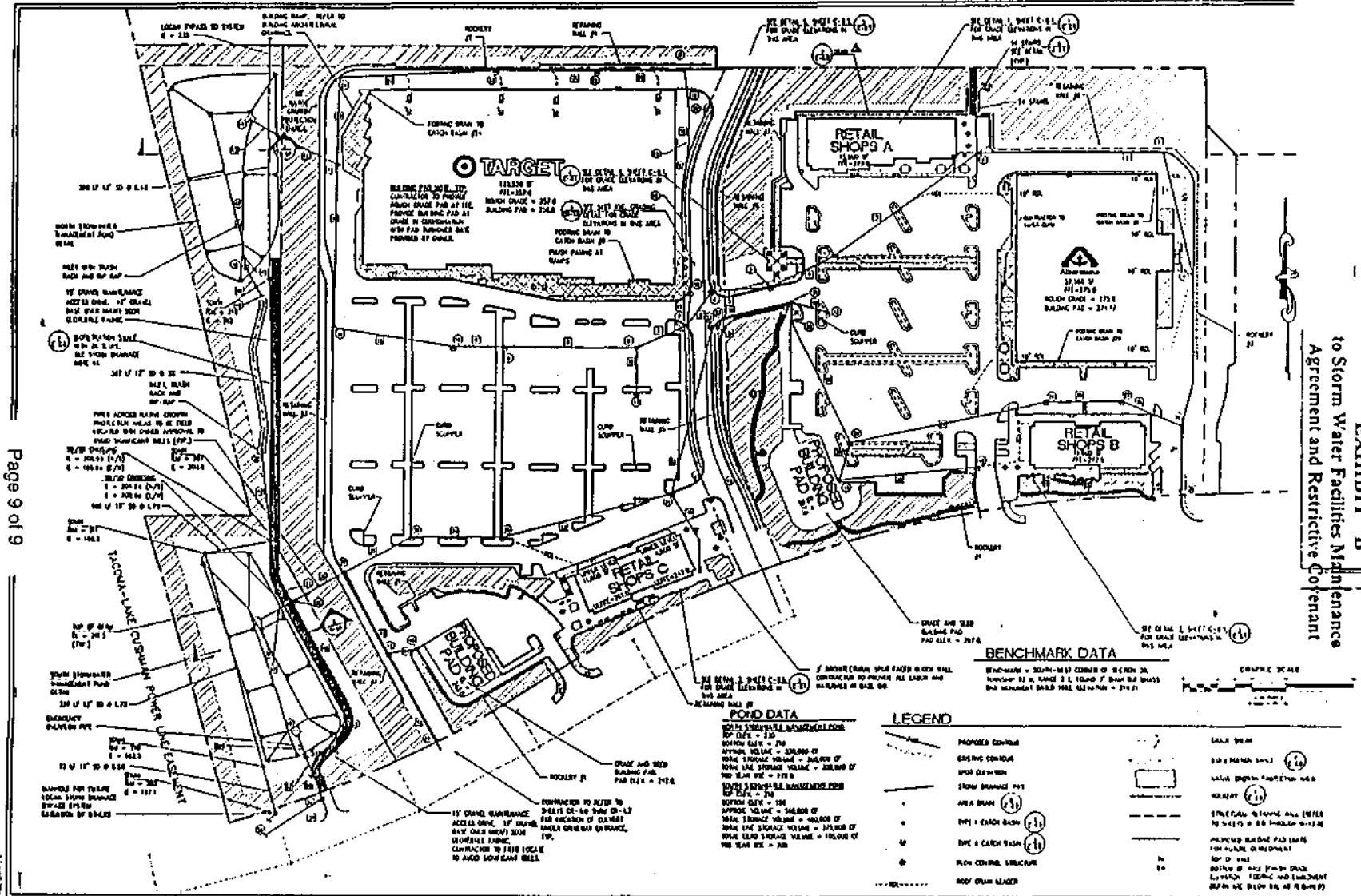
**EXHIBIT A**

Lots 1-A and Y pursuant to the Binding Site Plan recorded under Recording No. 200109265003

**EXHIBIT B**

The Drainage System as shown on Sheet C-2, last revised 3/6/01 drawn by Pacific Land Design as approved by the City of Gig Harbor Site Plan Approval # SPR 99-09.

**EXHIBIT "B"**  
to Storm Water Facilities Maintenance  
Agreement and Restrictive Covenant



Page 9 of 9

|     |      |    |                      |          |            |      |
|-----|------|----|----------------------|----------|------------|------|
| NO. | DATE | BY | REVISION DESCRIPTION | DRAWN BY | CHECKED BY | DATE |
|     |      |    |                      |          |            |      |
|     |      |    |                      |          |            |      |
|     |      |    |                      |          |            |      |

**Pacific Land Design**  
Planning, Engineering & Environmental Services  
2700 2ND AVE NE, SUITE 203  
Seattle, WA 98115-2027  
206.223.2510 FAX: 206.223.4344

**QIO HARBOR NORTH RETAIL**  
QIO HARBOR, WASHINGTON

**GRADING AND DRAINAGE PLAN**

C-20

**STORM WATER FACILITIES MAINTENANCE AGREEMENT  
AND RESTRICTIVE COVENANT**

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Gig Harbor**, a Washington municipal corporation (hereinafter the "City"), and **Albertson's, Inc.**, a Delaware corporation, whose address is 250 Parkcenter Boulevard, Post Office Box 20, Boise, Idaho 83726 (hereinafter "Owner").

**RECITALS**

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Lot 2 of Gig Harbor North Retail (hereinafter the "Property") and legally described in **Exhibit "A"**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Pacific Land Design on October 10, 2001 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards.

NOW THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit "B"**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.



Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit "A"** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the Public Works Director or his/her designee shall give notice to the Owner of the noted deficiency. The Director shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Director, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the Public Works Director prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

Public Works Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

To the Owner:

Albertson's, Inc.  
250 Parkcenter Boulevard  
P.O. Box 20  
Boise, ID 83726

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

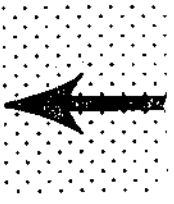
Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_ day of \_\_\_\_\_, 200 .

[Signature Pages Attached.]

**THE CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Its Mayor



ATTEST:

\_\_\_\_\_  
City Clerk

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

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



**EXHIBIT "A"**  
**to Storm Water Facilities Maintenance Agreement and Restrictive Covenant**

**Legal Description of Lot 2**

**LOT 2 PER BINDING SITE PLAN RECORDED UNDER RECORDING NO.200109265003.**

**EXHIBIT "B"**  
**to Storm Water Facilities Maintenance Agreement and Restrictive Covenant**

The Drainage System as shown on Sheet C-2, last revised 3/6/01 drawn by Pacific Land Design as approved by the City of Gig Harbor Site Plan Approval #SPR 99-09.



## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_ day of \_\_\_\_\_, 200 , by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Target Corporation, residing at 1000 Nicollet Mall, Minneapolis, MN (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Gig Harbor North, (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Pacific Land Design on September 27, 2000 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

### TERMS

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.



Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the Public Works Director or his/her designee shall give notice to the Owner of the noted deficiency. The Director shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Director, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the Public Works Director prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

Public Works Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

To the Owner:

Target Corporation  
1000 Nicollet Mall, NM1-121  
Minneapolis, MN 55403

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

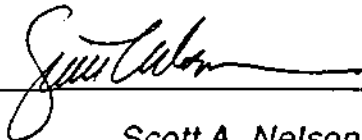
Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

OWNER

APPROVED AS TO FORM:

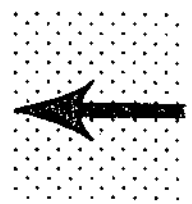
By: \_\_\_\_\_



Scott A. Nelson  
Vice President  
Target Stores

\_\_\_\_\_  
City Attorney

THE CITY OF GIG HARBOR



By: \_\_\_\_\_  
Its Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

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

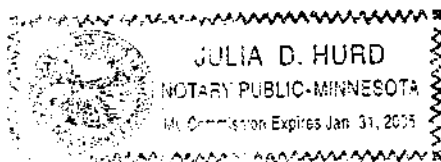
DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennepin )

I certify that I know or have satisfactory evidence that Scott A. Nelson is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as to be (his/her) free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 12/6/01



Julia D. Hurd  
Julia D. Hurd  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Minnesota,  
residing at: Dakota County  
My Commission expires: 1/31/05

**EXHIBIT A**

Lot 1 pursuant to the Binding Site Plan recorded under Recording No. 200109265003

**EXHIBIT B**

The Drainage System as shown on Sheet C-2, last revised 3/6/01 drawn by Pacific Land Design as approved by the City of Gig Harbor Site Plan Approval # SPR 99-09.



## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gig Harbor North LLC, a Washington limited liability company, whose address 6373 Nancy Ridge Drive, San Diego, CA 92121 (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Lot 3, 4, 5, 6 and 7 of Gig Harbor North Retail (hereinafter the "Property") and legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Pacific Land Design on October 10, 2001 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards.

NOW THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, Exhibit "B". The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.



Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit "A"** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the Public Works Director or his/her designee shall give notice to the Owner of the noted deficiency. The Director shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Director, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the Public Works Director prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

Public Works Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

To the Owner:

Gig Harbor North LLC  
6373 Nancy Ridge Drive  
San Diego, CA 92121

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

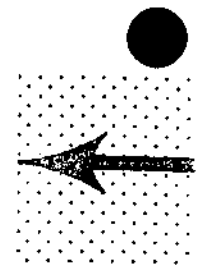
Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_ day of \_\_\_\_\_, 200

[Signature Pages Attached.]

THE CITY OF GIG HARBOR



By: \_\_\_\_\_  
Its Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**OWNER:**

Gig Harbor North LLC,  
a Washington limited liability company

*[Handwritten Signature]*

By: Frank B. Weiss

Its: Managing Member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

STATE OF California WASHINGTON )  
County of San Diego ) ss.

On this 17<sup>th</sup> day of December, 2001, before me, the undersigned, personally appeared Frank B. Weiss, known or identified to me to be the Managing Member of Gig Harbor North LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

*[Handwritten Signature]*  
Notary Public for Washington California  
Residing at San Diego  
My commission expires: 12 05, 2002



**EXHIBIT "A"**  
**to Storm Water Facilities Maintenance Agreement and Restrictive Covenant**

**Legal Description**

**LOTS 3, 4, 5, 6 AND 7 PER BINDING SITE PLAN RECORDED UNDER RECORDING  
NO. 200109265003**

**EXHIBIT "B"**  
**to Storm Water Facilities Maintenance Agreement and Restrictive Covenant**

The Drainage System as shown on Sheet C-2, last revised 3/6/01 drawn by Pacific Land Design as approved by the City of Gig Harbor Site Plan Approval #SPR 99-09.





City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, COMMUNITY DEVELOPMENT**  
**SUBJECT: PURCHASE AUTHORIZATION - STREET LIGHTS FOR**  
**HARBORVIEW DRIVE**  
**DATE: JANUARY 28, 2002**

#### **INTRODUCTION/BACKGROUND**

An identified Street Objective in the 2002 Budget was the purchase and installation of streetlights along Harborview Drive.

Price quotations for seven streetlights (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

| <u>Vendors</u>                          | <u>Total</u>                       |
|---|------------------------------------|
|   | (Including Sales Tax and Shipping) |
| Wesco Distribution Inc.                 | \$ 14,216.80                       |
| Triarc Electric Supply Co.              | \$ 14,263.41                       |
| Consolidated Electric Distributors, Inc | \$ 14,847.14                       |

The lowest price quotation received was from Wesco Distributors, Inc., of Portland, Oregon, in the amount of \$14,216.80, including Washington state sales tax and shipping.

Work is expected to begin following delivery of the material in late March.

#### **ISSUES/FISCAL IMPACT**

Budgeted funds are available in the Street Fund for purchase of the materials, and to complete the work using City forces.

#### **RECOMMENDATION**

Staff recommends that Council authorize purchase of the streetlights for installation along Harborview Drive from Wesco Distributors, Inc., as the lowest vendor, for their price quotation proposal amount of fourteen thousand two hundred sixteen dollars and eighty cents (\$14,216.80), including Washington state sales tax and shipping.





City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, COMMUNITY DEVELOPMENT**  
**SUBJECT: PURCHASE AUTHORIZATION - STREET LIGHTS FOR**  
**HARBORVIEW DRIVE STREET END**  
**DATE: JANUARY 28, 2002**

#### **INTRODUCTION/BACKGROUND**

An identified Street Objective in the 2002 Budget was the purchase and installation of streetlights along the Harborview Drive Street End.

Price quotations for seven streetlights (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

| <u>Vendors</u>                          | <u>Total</u><br>(Including Sales Tax and Shipping) |
|---|--|
| Wesco Distribution Inc.                 | \$ 14,216.80                                       |
| Triarc Electric Supply Co.              | \$ 14,263.41                                       |
| Consolidated Electric Distributors, Inc | \$ 14,847.14                                       |

The lowest price quotation received was from Wesco Distributors, Inc., of Portland, Oregon, in the amount of \$14,216.80, including Washington state sales tax and shipping.

Work is expected to begin following delivery of the material in late March.

#### **ISSUES/FISCAL IMPACT**

Budgeted funds are available in the Street Fund for purchase of the materials, and to complete the work using City forces.

#### **RECOMMENDATION**

Staff recommends that Council authorize purchase of the streetlights for installation along the Harborview Drive Street End from Wesco Distributors, Inc., as the lowest vendor, for their price quotation proposal amount of fourteen thousand two hundred sixteen dollars and eighty cents (\$14,216.80), including Washington state sales tax and shipping.



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, COMMUNITY DEVELOPMENT**  
**SUBJECT: PURCHASE AUTHORIZATION - STREET LIGHTS FOR**  
**ROSEDALE STREET**  
**DATE: JANUARY 28, 2002**

#### **INTRODUCTION/BACKGROUND**

An identified Street Objective in the 2002 Budget was the purchase and installation of streetlights along Rosedale Street.

Price quotations for seven streetlights (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

| <u>Vendors</u>                          | <u>Total</u><br>(Including Sales Tax and Shipping) |
|---|--|
| Wesco Distribution Inc.                 | \$ 14,216.80                                       |
| Triarc Electric Supply Co.              | \$ 14,263.41                                       |
| Consolidated Electric Distributors, Inc | \$ 14,847.14                                       |

The lowest price quotation received was from Wesco Distributors, Inc., of Portland, Oregon, in the amount of \$14,216.80, including Washington state sales tax and shipping.

Work is expected to begin following delivery of the material in late March.

#### **ISSUES/FISCAL IMPACT**

Budgeted funds are available in the Street Fund for purchase of the materials, and to complete the work using City forces.

#### **RECOMMENDATION**

Staff recommends that Council authorize purchase of the streetlights for installation along Rosedale Street from Wesco Distributors, Inc., as the lowest vendor, for their price quotation proposal amount of fourteen thousand two hundred sixteen dollars and eighty cents (\$14,216.80), including Washington state sales tax and shipping.



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP** *Jn*  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: BRUCK RICHARDS CHAUDIRE, INC. (BRC ACOUSTICS) CONTRACT**  
**DATE: JANUARY 28, 2002**

**INFORMATION/BACKGROUND**

The Council has indicated a desire to hire and acoustical engineering to conduct an assessment of sound levels in the vicinity of the Avalon Woods Subdivision. Two proposals were submitted for the Council's consideration at the January 14, 2002 meeting. The Council moved to select the firm of BRC Acoustics and directed staff to prepare a contract in an amount not to exceed \$5,000.00.

**RECOMMENDATION**

I recommend that the City Council move to accept the Consultant Services Contract with BRC Acoustics in an amount not to exceed \$5,000.00 and further authorize the Mayor's signature on said document.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
BRUCK RICHARDS CHAUDIRE, INC. (BRC ACOUSTICS)**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Bruck Richards Chaudiere, Inc. (BRC Acoustics), a corporation organized under the laws of the State of Washington, located and doing business at 3208 15<sup>th</sup> Avenue West, Seattle, Washington 98119 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the assessment and measurements of sound levels in the vicinity of the Avalon Woods subdivision, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in Task I of the Scope of Work, dated December 28, 2001, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed five thousand and no hundred dollars (\$5,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Task I, **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City

objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### **III. Relationship of Parties**

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

### **IV. Duration of Work**

The City and the Consultant agree that work will begin on Task I described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in Task I, **Exhibit A** shall be completed by June 30, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

### **V. Termination**

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs

incurred by the City in the completion of the Scope of Work referenced as Task I, **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II (A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

✓

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

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

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

### **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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

## **XIV. Non-Waiver of Breach**

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



## **XV. Resolution of Disputes and Governing Law**

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

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

## **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

### **CONSULTANT**

Bruck Richards Chaudiere, Inc. (BRC Acoustics)  
Ioana Park, P.E.  
Senior Acoustical Engineer  
3208 15<sup>th</sup> Avenue West  
Seattle, Washington 98110  
(206) 270-8910  
(206) 270-8690 Fax  
[ipark@brcacoustics.com](mailto:ipark@brcacoustics.com)

### **CITY OF GIG HARBOR**

John P. Vodopich, AICP  
Community Development Director  
City of Gig Harbor  
3125 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-4278  
(253) 858-6408 Fax  
[vodopichj@lesa.net](mailto:vodopichj@lesa.net)

## **XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

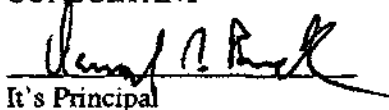
The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28th day of January, 2002.

CONSULTANT

CITY OF GIG HARBOR

By:

  
It's Principal

By:

\_\_\_\_\_  
Gretchen A. Wilbert  
Mayor

Notices to be sent to:

CONSULTANT  
Bruck Richards Chaudiere, Inc. (BRC Acoustics)  
Ioana Park, P.E.  
Senior Acoustical Engineer  
3208 15<sup>th</sup> Avenue West  
Seattle, Washington 98110  
(206) 270-8910  
(206) 270-8690 Fax  
[ipark@brcacoustics.com](mailto:ipark@brcacoustics.com)

CITY OF GIG HARBOR  
John P. Vodopich, AICP  
Community Development Director  
City of Gig Harbor  
3125 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-4278  
(253) 858-6408 Fax  
[vodopichj@lesa.net](mailto:vodopichj@lesa.net)

APPROVED AS TO FORM:

---

Carol A. Morris, P.C.  
City Attorney

ATTEST:

---

Molly Towslee  
City Clerk

STATE OF WASHINGTON            )  
   ) ss.  
 COUNTY OF King                )

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

Dated: 1/22/02



Vicki Espinosa

Vicki Espinosa

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at:

\_\_\_\_\_

My Commission expires: 4/19/03

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

My Commission expires: \_\_\_\_\_



BRUCK RICHARDS CHAUDIERE INC.

# Exhibit A - Scope of Services

CITY OF GIG HARBOR  
DEC 31 2001

December 28, 2001

Mr. John P. Vodopich, AICP  
City of Gig Harbor Planning and Building Services  
3125 Judson Street  
Gig Harbor, Washington 98335

Regarding: Gig Harbor Sportsman's Club Noise Study  
Supplement to Proposal

Dear Mr. Vodopich:

In response to your request, we are pleased to submit additional information to supplement our proposal dated December 5, 2001 for a noise study pertaining to the Gig Harbor Sportsman's Club.

The tasks listed in BRC's scope of work submitted on December 5 are intended for two purposes:

**I. Characterize existing conditions at receivers in the vicinity of the site**

The assessment of existing conditions is to be accomplished by measuring existing sound levels at the Avalon Woods property line during time periods with and without activities at the shooting range and reporting an evaluation of the measured sound levels with respect to applicable noise limits and guidelines. BRC's report will be aimed at informing the Gig Harbor City Council's decision regarding conditions or regulations to be imposed on sound produced at the Sportsman's Club.

The proposed fee for the portion of the scope of work addressing existing conditions is \$4,110.00 plus associated expenses.

*Creating  
Sound  
Environments*

*Architectural Acoustics  
Environmental Noise  
Mechanical Noise Control  
Sound System and  
Multi-Media Design  
Vibration Analysis*

3208 15th Ave. W.  
Seattle, WA 98119

Tel. 206/270-8910  
or 800/843-4524

Fax 206/270-8690

www.brcacoustics.com

Mr. John P. Vodopich  
December 28, 2001

BRUCK RICHARDS CHAUDIERE INC.

II. **Provide recommendations for reducing sound levels produced by shooting-range activities and received at the residences**

The selection of effective noise-control measures will require first an analysis of the mitigation measures already in place at the facility and of the relative contributions of the various firing ranges to the existing sound levels at the property line. Based on the findings of the analysis, BRC will issue recommendations for reducing sound levels from the Club activities determined to be principal contributors to sound levels experienced at the residential property lines. The report will include quantitative predictions of the extent of noise reduction to be expected from noise-mitigation measures.

The proposed fee for this portion of the scope of work is \$5,840.00 plus associated expenses.

We hope that this letter provides you the information necessary to respond to questions by the Gig Harbor City Council. Please call if you have any additional questions.

Sincerely yours,

*Ioana Park*

Ioana Park, P.E.  
Senior Acoustical Consultant

*Exhibit B - Rates +  
Hours*

Bruck Richards Chaudiere Inc.

## **BRC Acoustics**

Hourly Billing Rates

*January, 2002*

Principal and Senior Acoustical  
Consultant (Mechanical Noise Control and Vibration Analysis) - \$125

Daniel C. Bruck, Ph.D.

Dennis Noson

Senior Acoustical Consultant (Environmental Noise Control) - \$95

Ioana Park, P.E.

Sound Systems & Audio-Visual Consultant - \$95

Bradley Robison

Acoustical Consultant - \$85

Dan Otto

Joel Writer

Technician/CAD Operator - \$55

James Dasher

Clerical - \$35

*Expenses will be billed at cost plus 10%*



**GIG HARBOR SPORTSMAN'S CLUB  
ESTIMATED HOURS FOR  
NOISE STUDY TASK I  
January 22, 2002**

| <b>Principal</b> | <b>Senior Consultant</b> | <b>Technician</b> | <b>TOTAL</b> |
|------------------|--------------------------|-------------------|--------------|
| 1                | 31                       | 19                | 51           |



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: MEMORANDUM OF AGREEMENT**  
**STATE OFFICE OF ARCHEOLOGY AND HISTORIC PRESERVATION**  
**DATE: JANUARY 28, 2002**

#### **INFORMATION/BACKGROUND**

The Washington State Office of Archeology and Historic Preservation has proposed a data sharing agreement with the City in order to share historic and archeological information. A Memorandum of Agreement is necessary to define the use of the data and to ensure its safekeeping once in the possession of the City. The City Attorney has reviewed and approved the proposed agreement.

#### **RECOMMENDATION**

I recommend that the City Council move to accept the Memorandum of Agreement with the Washington State Office of Archeology and Historic Preservation for data sharing purposes and further authorize the Mayor's signature on said document.

## MEMORANDUM OF UNDERSTANDING

Between the  
Washington State Office of Archaeology and Historic Preservation  
And the  
City of Gig Harbor, Washington

- I. **Purpose** The purpose of this memorandum is to set forth the understanding between the Office of Archaeology and Historic Preservation of the Washington State Department of Community, Trade and Economic Development (OAHP) and City of Gig Harbor relating to the sharing of archaeological and historic data. This memorandum is intended to promote intergovernmental coordination and may be terminated upon notice by either party.
- II. **Policy** OAHP maintains records identifying the location and nature of archaeological and historic sites within the state. City of Gig Harbor evaluates permit applications for their impact on cultural and historic resources in accordance with state and federal law. Access to these records on site would be advantageous in order to comply with time constraints contained in the permit review process. In order to hold such records on site, OAHP requires that the City provide the security necessary to maintain the confidentiality of these records.
- III. **Sharing of Historic and Archaeological Site Data**
- A. OAHP shall provide City of Gig Harbor with access to all historic and archaeological site forms for sites within City of Gig Harbor, and shall copy, or permit City of Gig Harbor to copy, all such site forms for retention in City of Gig Harbor.
  - B. On a regular basis, but at least annually, OAHP shall provide access for City of Gig Harbor to compile a list of any new or updated site forms for sites within City of Gig Harbor and to copy, or permit City of Gig Harbor to copy, all such site forms.
  - C. OAHP shall offer assistance to City of Gig Harbor as may be requested in the selection of a cultural resource specialist (i.e. archaeologist, historian, architectural historian, etc.).
  - D. Upon request by City of Gig Harbor and within fifteen working days of receipt by OAHP, OAHP will provide a written opinion whether specific properties, forty years of age or older, are eligible for listing in the National Register of Historic Places. In the event that OAHP requires additional information in order to reach an opinion, OAHP may request additional information. Such request shall extend OAHP's deadline for response for an additional ten days after OAHP receives the information requested.
  - E. OAHP shall provide, upon request, copies to City of Gig Harbor of technical briefs, brochures, bulletins, and any other materials addressing preservation planning issues.

**IV. Security for Archaeological Site Inventory Data** As archaeological properties are of a sensitive nature and as such sites are subject to vandalism and exempt from public disclosure, City of Gig Harbor shall provide security for site records indicating the location of known or suspected archaeological properties consistent with RCW 42.17.310.

- A. The archaeological site records copied from OAHP or generated from new site reviews shall be kept in a locked, secure location with limited access. A log shall be kept of all persons accessing the record, and of records copied.
- B. The precise location shall be made known only to the property owner of record and to the Tribal Cultural Resources Manager or Tribal Chairman of Indian Tribes with cultural connections to the area.
- C. If location data are transferred to any electronic storage system, the precise location of archaeological sites shall be disguised.

**V. GIS Data Sharing**

- A. OAHP agrees to allow City of Gig Harbor access to its GIS and database records. These records include, but are not limited to Archaeological GIS spatial layers. OAHP shall provide the City of Gig Harbor with a GIS data layer comprising archaeological sites in the City of Gig Harbor. This data layer is to be in a shape file format, Washington State Plane, South Zone NAD 27. At no time will this spatial layer be available on the World Wide Web or to the public.
- B. Use of OAHP GIS data is limited to design, planning, development and operations functions and does not preclude the need for field surveys for cultural resources in areas where such surveys have not been conducted in the recent past, or where previous surveys have not met current professional standards.
- C. OAHP and City of Gig Harbor recognize the available site and survey work is performed by other parties and thus the resulting data accuracy and reliability may be variable. City of Gig Harbor is also aware that the Tribes do not always share all cultural resource information with OAHP. Therefore, OAHP may inadvertently show false negatives in their database, particularly with regard to traditional use properties.
- D. City of Gig Harbor agrees to implement institutional protocols and computer security measures which will limit access to the OAHP data. These data will be secured on the City of Gig Harbor servers so that access is limited to specific users; Kay Truitt, Information Systems Manager; John Vodopich, Community Development Director; Kim Lyonnais, Planning and Building Services Manager; and Patricia Iolavera, Senior Planner/State Environmental Policy Act (SEPA) Responsible Official.

- E. Inquires about existence of cultural sites should be answered "yes" or "unknown" based on the OAHP data. RCW 42.17.310(1)(k) exempts cultural site locations from public disclosure and these data should not be displayed on maps produced by City of Gig Harbor. At no time will the OAHP GIS data be redistributed to a third party.
- F. The City of Gig Harbor agrees to provide any survey or historic property data captured on their GIS Systems to the OAHP.

**VI. Response to Development Activity**

- A. City of Gig Harbor shall promote preservation of identified archaeological, historic, and cultural resources and shall seek to mitigate unavoidable negative impacts to cultural resources and to discourage demolition of historically significant structures.
- B. In accordance with its Comprehensive Plan the City of Gig Harbor shall consider enactment of a qualifying historic preservation ordinance and consider application for certified local government status under the 1966 National Historic Preservation Act.
- C. When development activity is proposed on or near a known archaeological or historic site, City of Gig Harbor shall, where possible and consistent with its resources, determine exact site location, notify developer of said location and inform developer of pertinent state and federal laws concerning protection of such sites.
- D. When a development activity subject to SEPA or the Shoreline Management Act is proposed on or near a known archaeological or historic site, the City will follow a procedure that will result in an analysis of the impacts of the proposal and require mitigation of potential impacts.
  - D. 1 For archaeological sites, the City may require the project proponent to engage a professional archaeologist to investigate and report to the City upon the location, condition, and extent of the site; impacts associated with the proposal; and any recommended mitigation necessary.
  - D. 2 Based on the information contained in the written report of the archaeologist, the City of Gig Harbor will condition project approval to avoid impacts to the site. Avoidance and conservation of the site is the preferred treatment.
  - D. 3 The City will forward to OAHP copies of the written report or additional site forms prepared by the professional archaeologist.
  - D. 4 The City shall send a Notice of Application and threshold decision to concerned tribes to solicit their comments on the proposed measures to avoid, protect, or mitigate effects on the archaeological site.

- E. City of Gig Harbor shall assign a staff member to be responsible for historic preservation and compliance with this memorandum. City of Gig Harbor agrees to pay reasonable expenses for said staff member to attend annual OAHP-sponsored cultural resource training, if available.
- E. The City of Gig Harbor shall hold training for its site inspectors at least once a year in order to inform them of state and federal laws regarding protection of historic and archaeological resources.
- F. Upon reasonable notice, City of Gig Harbor shall allow OAHP to inspect the provisions for security of information received from OAHP.
- G. Should this memorandum be terminated by either party, termination shall be effective thirty (30) days from the date of receipt of the written notice. The City of Gig Harbor shall return to OAHP its copies of site forms and shall certify that location data has been permanently deleted from electronic storage systems.

**VII. Written Notice** All communications regarding this Memorandum of Understanding shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

Washington State Office of Community Devp.  
Office of Archaeology & Historic Preservation  
Allyson Brooks, Ph.D.  
State Historic Preservation Officer  
1063 S. Capitol Way, Suite 106  
P.O. Box 48343  
Olympia, Washington 98504-8343  
(360) 586-3065  
(360) 586-3067 Fax

John P. Vodopich, AICP  
Community Development Director  
City of Gig Harbor  
3125 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-4278  
(253) 858-6408 Fax  
[vodopichj@lesa.net](mailto:vodopichj@lesa.net)

\_\_\_\_\_  
Allyson Brooks, Ph.D.  
State Historic Preservation Officer  
Office of Archaeology & Historic Preservation

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Molly Towslee  
City Clerk

\_\_\_\_\_  
Date

Approval as to Form:

\_\_\_\_\_  
Carol A. Morris  
City of Gig Harbor Attorney

\_\_\_\_\_  
Date



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

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

**TO: CITY COUNCIL**  
**FROM: MAYOR GRETCHEN WILBERT**  
**SUBJECT: ADVISORY COMMITTEES / MAYOR PRO TEM**  
**DATE: JANUARY 28, 2002**

**INFORMATION/BACKGROUND**

At the first meeting in January, I invited Councilmembers to self-select the committees that may be of interest to them for the upcoming year. The following list is a result of that invitation.

|                       |  |
|-----------------------|--|
| Finance Committee:    | Councilmembers Dick, Ekberg and Franich<br>(Councilmembers Picinich and Young as alternates) |
| Public Safety:        | Councilmembers Picinich, Franich, and Ekberg<br>(Councilmember Dick as alternate)            |
| Public Works:         | Councilmembers Dick, Owel, and Ekberg<br>(Councilmembers Ruffo and Picinich as alternates)   |
| Economic Development: | Councilmembers Picinich, Owel, and Young<br>(Councilmember Franich as alternate)             |
| Land Use Planning:    | Councilmembers Ruffo, Franich and Young<br>(Councilmembers Dick and Picinich as alternates)  |
| Parks:                | Councilmembers Ruffo, Owel and Young<br>(Councilmember Ekberg as alternate)                  |

The Public Safety Committee is required by OSHA to meet at least once a year. The others meet on an as-needed basis.

**MAYOR PRO-TEM**

A thank you is extended to Councilmember Steve Ekberg for serving as Mayor Pro Tem during the year 2001. Appreciation goes also to Councilmember Derek Young, who has agreed to accept the appointment of Mayor Pro Tem for the year 2002.

**RECOMMENDATION:**


A motion accepting these appointments for the Council Committees and Mayor Pro Tem.





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

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

**TO:** CITY COUNCILMEMBERS  
**FROM:** MAYOR GRETCHEN WILBERT   
**SUBJECT:** RE-APPOINTMENT TO THE PLANNING COMMISSION  
**DATE:** JANUARY 8, 2001

**INFORMATION/BACKGROUND**

The Planning Commission term for member Theresa Mueller expired, and she has voiced an interest in serving another six-year term.

**RECOMMENDATION**

I am requesting a council motion for the re-appointment of Theresa M. Mueller to serve another six-year term on the Planning Commission.



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

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

**TO: CITY COUNCIL**  
**FROM: MAYOR GRETCHEN WILBERT** *GW*  
**SUBJECT: RE-APPOINTMENTS TO THE DESIGN REVIEW BOARD**  
**DATE: JANUARY 28, 2002**

**INFORMATION/BACKGROUND**

The terms for Board members Lita Dawn Stanton and Bill Reed have expired. I have received notice that both members wish to serve another two-year term.

**RECOMMENDATION**

A motion for the re-appointment of Lita Dawn Stanton and Bill Reed to serve another two-year term on the Gig Harbor Design Review Board.



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: OFFICIAL NEWSPAPER BID**  
**DATE: JANUARY 28, 2002**

*MH*

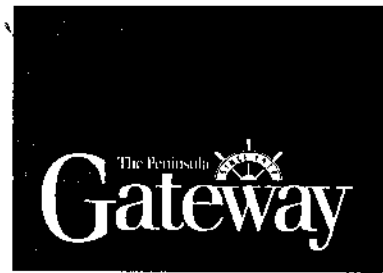
**INFORMATION/BACKGROUND**

In accordance with Gig Harbor City Municipal Code, Chapter 1.20, the City shall solicit bids for the City's "official newspaper."

We have received one bid which is attached.

**RECOMMENDATION**

Staff recommends a motion to award official newspaper status to the Peninsula Gateway for the year 2002.



The Nation's Number One  
Community Newspaper.

Mark E. Hoppen  
City Administrator  
3105 Judson Street  
Gig Harbor Wa 98335

January 10, 2002

Dear Mr. Hoppen,

This is the bid by The Peninsula Gateway, Inc. To continue as the "official newspaper" for the City of Gig Harbor.

The current rate of .55¢ per agate inch would remain the same there are 14 lines per inch which computes to \$7.70 per column inch.

Rate .55¢ per agate inch.  
Type size 6 point  
Column width 2 inches

The Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,500 households receive The Gateway each week through the U.S. Postal Service and news stand outlets in the immediate Gig Harbor area.

The Peninsula Gateway is a business located inside the city limits of Gig Harbor. We employ more than 40 full time and part-time employees and are fully self-contained including a web press which prints the newspaper.

The advertising representatives for the city will be either Donna Natucci or George Le Masurier.

Sincerely,

  
George Le Masurier  
Publisher



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**CAROL A. MORRIS, CITY ATTORNEY**  
**SUBJECT: CLOSED RECORD APPEAL - DENTON BED AND BREAKFAST -**  
**CONDITIONAL USE PERMIT (CUP 01-05) & VARICANCE (VAR 01-07)**  
**DATE: JANUARY 28, 2002**

#### **INFORMATION/BACKGROUND**

The Council voted to reverse the Hearing Examiner's decision on the Denton conditional use permit and variance for property located at 9017 Harborview Drive, Gig Harbor Washington on January 14, 2002. The Council's decision on the applications is not final until the Council enters findings of fact and conclusions of law on the applications.

On January 23, 2002, the Denton's formally withdrew these applications, and stated their intention to submit revised applications to the City. They have asked that the Council remand the matter to the Hearing Examiner. A remand to the Hearing Examiner is allowed under Gig Harbor Municipal Code § 19.06.005.

The Denton's have been notified that revisions to these applications will be subject to the same procedures in the City's code as the original applications. In other words, these applications will be subject to all of the requirements in SEPA, the Design Review Manual and the Gig Harbor Municipal Code for public notice, public hearings, consistency with the applicable regulations and appeals to the same extent as the original applications.

#### **RECOMMENDATION**

A motion should be made to vacate the City Council's January 14, 2002 vote to reverse the Hearing Examiner's decision on these applications, because the applications are no longer before the City. The Council's vote should include direction that the matter be remanded to the Hearing Examiner, for vacation of his decision approving the applications.

Given the fact that the Denton's have initiated construction under a building permit issued by the City, a deadline should be established in the motion for the Denton's to submit their revised applications to the City for review and processing.



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** DR  
**DATE: JANUARY 14, 2002**  
**SUBJECT: SECOND READING OF ORDINANCE INCREASING MONTHLY WATER RATES.**

#### **INTRODUCTION**

This is the second reading of an ordinance increasing monthly water service rates. Rates were last increased February 1, 1994. The City has pledged to purchasers of the 1994 Water And Sewer Revenue And Refunding Bonds to adjust water system rates when necessary to provide for maintenance and operations and debt service.

#### **BACKGROUND**

The 2002 water budget is based upon a 5% rate increase. It is necessary to increase the sewer service rates to reflect the increased costs of maintenance and operations since 1994. The City contemplated this increases in 1999 for 2000 operations, however, due to the uncertainty created by Initiative 695, the increase was delayed. As a result expenses exceeded revenues and a portion of fund balance was needed to sustain operations.

#### **FINANCIAL**

Currently, the single-family water rate for 1000 CF for one month is \$18.89. With the proposed 5 percent increase this rate would increase to \$19.87. This increase is expected to provide an additional \$32,000 in revenues.

The attached comparison shows that the proposed City water rates compare favorably with other local water companies.

#### **RECOMMENDATION**

Staff recommends adoption of this ordinance.

**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY WATER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF WATER SERVICES, AMENDING GIG HARBOR CODE SECTIONS 13.02.220, 13.04.010, 13.04.020 AND 13.04.070 AND REPEALING GIG HARBOR CODE SECTIONS 13.02.195 AND 13.04.015, TO BE EFFECTIVE BEGINNING FEBRUARY 1, 2002.**

**WHEREAS**, it is necessary to raise water service rates and charges to meet the increasing cost of providing water services;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS**:

Section 1. Section 13.02.195 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. Section 13.02.220 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.02.220**     **Turning on water after it is shut off.** It is unlawful for the owner or occupant of the premises to turn on the water, or suffer or cause it to be turned on, after it has been shut off or locked at the curbcock by the city. A charge of ~~\$15.00~~ \$25.00 shall be made to turn the water back on.

Section 3. Section 13.04.010 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.04.010**     **Water Rates.**

The monthly water service rates shall be set at the following amounts:

| <b>Customer<br/>Class/Meter</b> | <b>Customer<br/>Base Charge<br/>(per meter/month)</b> |               | <b>Commodity<br/>Charge<br/>(per ccf)</b> |               |
|---------------------------------|---|---------------|---|---------------|
| Residential                     | <del>\$7.59</del>                                     | <u>\$7.97</u> | <del>\$1.13</del>                         | <u>\$1.19</u> |
| Multi-residential               |   |               |   |               |
| 5/8" & 3/4"                     | <del>12.94</del>                                      | 13.59         | <del>1.13</del>                           | <u>1.19</u>   |
| 1"                              | <del>21.98</del>                                      | 23.08         | <del>1.13</del>                           | <u>1.19</u>   |
| 1-1/2"                          | <del>42.97</del>                                      | 45.12         | <del>1.13</del>                           | <u>1.19</u>   |
| 2"                              | <del>68.77</del>                                      | 72.21         | <del>1.13</del>                           | <u>1.19</u>   |
| 3"                              | <del>129.25</del>                                     | 135.72        | <del>1.13</del>                           | <u>1.19</u>   |
| 4"                              | <del>214.96</del>                                     | 225.71        | <del>1.13</del>                           | <u>1.19</u>   |

Commercial/Schools

|             |                          |                      |
|-------------|--------------------------|----------------------|
| 5/8" & 3/4" | <del>9.11</del> 9.57     | <del>1.13</del> 1.19 |
| 1"          | <del>15.18</del> 12.94   | <del>1.13</del> 1.19 |
| 1-1/2"      | <del>30.36</del> 31.88   | <del>1.13</del> 1.19 |
| 2"          | <del>47.52</del> 49.90   | <del>1.13</del> 1.19 |
| 3"          | <del>91.08</del> 95.64   | <del>1.13</del> 1.19 |
| 4"          | <del>151.80</del> 159.39 | <del>1.13</del> 1.19 |

Section 4. Section 13.04.015 of the Gig Harbor Municipal Code is hereby repealed.

Section 5. Section 13.04.020 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.04.020 Nonmetered residential uses.**

Until a water meter has been installed to measure water consumed by a residential unit or a multiple-residential building, the water service charge applicable to such unmetered unit shall be ~~\$22.35~~ \$23.47 per month per unit.

Section 6. Section 13.04.070 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.04.070 Special charges.**

The city shall impose the following special service charges:

| <u>Service</u>      | <u>Charge</u>                                      |
|---------------------|--|
| Meter installation: |  |
| 3/4" meter          | <del>\$300.00</del> <u>\$486.00</u>                |
| 1" meter            | <del>\$350.00</del> <u>\$567.00</u>                |
| Over 1" meter       | Time and materials, plus<br>10% administrative fee |
| Street crossings:   |  |
| Improved streets    | <del>\$10.00</del> <u>\$16.20</u> per foot         |
| Unimproved streets  | <del>\$1.00</del> <u>\$1.62</u> per foot           |

\* \* \*

Section 7. This ordinance shall be in full force and take effect March 1, 2002 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

**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 January, 2002.



Water Rate Ordinance #  
Page 3

APPROVED:

---

Gretchen A. Wilbert, Mayor

ATTEST:

---

Molly Towslee  
City Clerk

Filed with city clerk:  
Passed by 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 AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** *DR*  
**DATE: JANUARY 14, 2002**  
**SUBJECT: SECOND READING OF ORDINANCE INCREASING MONTHLY SEWER RATES.**

#### **INTRODUCTION**

This is the second reading of an ordinance increasing monthly sewer service rates. Rates were last increased February 1, 1999. The City has pledged to purchasers of the 1994 Water And Sewer Revenue And Refunding Bonds to adjust sewer system rates when necessary to provide for maintenance and operations and debt service.

#### **BACKGROUND**

The 2002 sewer budget is based upon a 5% rate increase. It is necessary to increase the sewer service rates to reflect the increased costs of providing sewage collection and treatment.

#### **FINANCIAL**

Currently, the single-family sewer rate for 1000 CF for one month is \$27.50. With the proposed 5 percent increase this rate would increase to \$28.88. This increase will provide an additional \$47,000 in revenues.

#### **RECOMMENDATION**

Staff recommends adoption of this ordinance.

**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES, AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025, TO BE EFFECTIVE BEGINNING FEBRUARY 1, 2002.**

**WHEREAS,** it is necessary to raise sewer service rates and charges to meet the increasing cost of providing sewage collection and treatment services;

**NOW, THEREFORE,** the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS:**

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.10 Sewer Rates.**

A. The monthly sewer service rate shall be set at the following amounts:

| <u>Customer Class</u>                         | <u>Customer Base Charge (per month)</u> | <u>Commodity Charge (per ccf)</u> | <u>Minimum Charge (per month)</u> |
|---|---|-----------------------------------|-----------------------------------|
| Residential                                   | <del>\$5.10</del> <u>\$5.36</u>         | <del>\$2.24</del> <u>\$2.36</u>   | <del>\$16.28</del> <u>\$17.10</u> |
| Multi-Family Residential<br>(per living unit) | <del>3.01</del> <u>3.16</u>             | <del>2.24</del> <u>2.36</u>       | <del>11.95</del> <u>12.55</u>     |
| Commercial/School<br>(per billing unit)       | <del>9.55</del> <u>10.03</u>            | <del>2.24</del> <u>2.36</u>       | <del>16.26</del> <u>17.08</u>     |

\*\*\*

Section 2. Section 13.32.015 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.015 Sewer Rates – Community Systems.** The monthly sewer service rates for community systems shall be set at the following amounts:

| <u>Customer Class</u> | <u>Monthly Charge</u>                                |
|-----------------------|--|
| Penn Thicket System   | <del>\$124.05/system</del> <u>\$130.26/system</u>    |
| Shore Crest System    | <del>\$16.98/living unit</del> <u>\$17.83/system</u> |

Section 3. Section 13.32.020 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.020 Non-metered uses.** Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:

| <u>Nonmetered Customer Class</u> | <u>Monthly Charge</u> |                    |
|----------------------------------|-----------------------|--------------------|
| Residential                      | \$20.75/unit          | \$21.79/unit       |
| Multifamily residential          | 16.43/living unit     | 17.26/living unit  |
| Commercial                       | 43.10/billing unit    | 45.26/billing unit |

Section 4. Section 13.32.025 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.025 Sewer Rates – Community systems using flow meters.**

| <u>Customer Class</u>    | <u>Customer Base Charge (per month)</u> | <u>Commodity Charge (per ccf)</u> | <u>Minimum Charge (per month)</u> |
|--------------------------|---|-----------------------------------|-----------------------------------|
| Residential              | \$5.10 \$5.36                           | \$2.24 \$2.36                     | \$20.75 \$21.79                   |
| Multi-Family Residential | 3.01 3.16                               | 2.24 2.36                         | 16.53 17.36                       |
| Commercial               | 9.55 10.03                              | 2.24 2.36                         | 43.10 45.26                       |

\* \* \*

Section 5. This ordinance shall be in full force and take effect March 1, 2002 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

**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 January, 2002.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

\_\_\_\_\_  
Molly Towslee

Sewer Rate Ordinance #  
Page 3

City Clerk

Filed with city clerk:  
Passed by 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 AND CITY COUNCIL MEMBERS**  
**FROM: MARK HOPPEN, CITY ADMINSTRATOR *MH***  
**SUBJECT: ORDINANCE FOR ERICKSON STREET VACATION**  
**- FIRST READING**  
**DATE: JANUARY 28, 2002**

#### **INTRODUCTION/BACKGROUND**

A second reading was held on November 26, 2001 for the proposed vacation of the public vehicular easement for Erickson Street, which lies between McDonald Avenue and Soundview Drive. The decision was tabled because an easement issue had not been resolved. City Attorney Carol Morris advised the Council that this street vacation ordinance should not be adopted until the property owners in Spinnaker Ride have granted an easement to the abutting property owner who will be without access if Erickson Street is vacated. This subject easement has now been executed and recorded between the Spinnaker Ridge Community Association and Vincent and Olive Skansie.

#### **FISCAL CONSIDERATIONS**

Because the City currently has no plans for improvements to Erickson Street, this vacation will have no fiscal impact on the City's future budgets. However, the City will not need to include Erickson Street in its general maintenance and street operation activities, so the City's costs will be reduced accordingly.

#### **RECOMMENDATIONS**

Staff recommends the existing ordinance, as presented, be approved by the City Council at the second reading, or alternatively under GHMC 1.08.020B., at this reading with a super-majority of votes – five votes in the affirmative.

David D. Gordon  
dave@gordonmisner.com

**GORDON & MISNER**  
ATTORNEYS AT LAW  
7525 Pioneer Way, Suite 101  
P.O. Box 1189  
Gig Harbor, Washington 98335  
(253) 858-6100 • Fax (253) 858-9747  
gordonmisner@mindspring.com

F. Michael Misner  
mike@gordonmisner.com

January 22, 2002

RECEIVED

JAN 22 2001

CITY OF GIG HARBOR  
PUBLIC WORKS DEPT

3:45pm

Mr. Jim Hollingsworth  
c/o Patrick K. Daly  
711 South Commerce, Suite 210  
Tacoma, WA 98402

RE: *Easement for the Benefit of Certain Pierce County Real Property*

Dear Mr. Hollingsworth:

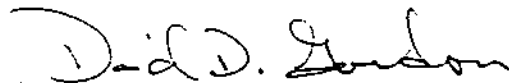
As personal representative of the estate of John Paglia, I felt it appropriate to deliver to you the enclosed "Easement".

That is, the easement benefits certain real property in the City of Gig Harbor, Pierce County, Washington, in which John Paglia had an interest at the date of his death. The point of the easement is to assure access out to city streets over a portion of the Spinnaker Ridge Community (Erickson Street), once the City of Gig Harbor has vacated its interest. What is now a public street will become private, but access to the property described in the enclosed easement will be assured.

If this message leaves you with any question or concern, please feel free to call me at your convenience.

Very truly yours,

GORDON & MISNER



David D. Gordon

DDG/sph  
enc.

cc (w/enc.): Mr. David Brereton  
City of Gig Harbor

Carole A. Morris

Mr. John Gorrow, President  
Spinnaker Ridge Community Assoc.

200201180539 3 pg  
1-18-2002 12:52pm \$11.00  
PIERCE COUNTY, WASHINGTON

After Recording Return to:  
David D. Gordon  
P.O. Box 1189  
Gig Harbor, WA 98335

## EASEMENT

**Reference Nos. of Documents Related:** 8507250151  
**Grantor:** Spinnaker Ridge Community Association  
**Grantee:** Vincent M. Skansie & Olive L. Skansie, husband and wife and the heirs at law of John A. Paglia, deceased  
**Abbreviated Legal Description:** Gov. Lots 5A & 6 in <8-21N-2E  
**Assessor's Property Tax/Parcel Account Nos.:** 221080-3149, 022108-3150

WHEREAS, the undersigned, anticipating the vacation of a portion of Erickson Street in the City of Gig Harbor, Pierce County, Washington; and desiring that the existing access of any property owner dependent upon Erickson Street for access to Gig Harbor city streets not be eliminated by reason of such vacation, intends hereby to provide an access easement from Soundview Drive to the benefited parcels of property (Exhibit I) via an easement recorded under Pierce County Auditor's Fee Number 8507250151 upon the vacation by the City of Gig Harbor of that portion of Erickson Street between Soundview Drive and McDonald Avenue.

That is, the Spinnaker Ridge Community Association, a Washington not for profit association, incorporated pursuant to RCW 24.03, quit claims and conveys to the present owners of the real property described in Exhibit I, attached, their successors and assigns, to the extent of grantor's present interest and any interest hereinafter acquired, an

**Easement** for ingress and egress over and across that portion of Erickson Street east of a line described as follows:

Commencing at the southeast corner of the southeast quarter of the northeast quarter of the southwest quarter of Section 8, Township 21 North, Range 2 East, W.M., Pierce County, Washington;

Thence North 88°40'15" west along the south line of said subdivision, a distance of 360.41 feet; thence continuing north 88°40'15" west along said south line, a distance of 65.13 feet;

Thence north 24°13'13" East, 27.74 feet to a point of curvature;

Thence northeasterly and northwesterly along said curve to the left having a radius of 25.00 feet, through a central angle of 79°30'31", an arc length of 34.69 feet to a point of cusp;

EXCISE TAX EXEMPT DATE 1-18-02  
Pierce County

By

*PC*

Auth. Sig





**EXHIBIT I to  
GRANT OF EASEMENT.**

Legal Description of the property benefited:

A portion of government Lot 5A and 6 of Gig Harbor abandoned military reservation, in the southeast quarter of the southwest quarter of Section 8, Township 21 North, Range 2 East of the W.M. in Pierce County, Washington, more particularly described as follows:

The West half of the North half of the North half of the North half of Government Lot 5-A and the North half of the North half of the North Half of Government Lot 6 of Gig Harbor abandoned military reservation in the Southeast Quarter of the Southwest Quarter of Section 8, Township 21 North, Range 2 East of the W.M. in Pierce County, Washington.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
GIG HARBOR, WASHINGTON, VACATING THE PORTION  
OF ERICKSON STREET, LYING BETWEEN MCDONALD  
AVENUE AND SOUNDVIEW DRIVE, LOCATED IN THE  
SPINNAKER RIDGE PLANNED UNIT DEVELOPMENT IN  
GIG HARBOR, WASHINGTON.**

---

WHEREAS, the Spinnaker Ridge planned unit development ("PUD") was approved by the City of Gig Harbor in September of 1985; and

WHEREAS, Spinnaker Ridge was approved upon condition that Erickson Street, a public street located entirely within the PUD, would be constructed to meet public works standards; and

WHEREAS, the developer of the Spinnaker Ridge PUD constructed Erickson Street as required by the PUD conditions, and dedicated the Street and a 60-foot wide right-of-way to the City upon plat approval; and

WHEREAS, included in the Spinnaker Ridge approval was the provision that while Erickson Street would not be constructed as a through street at that time, the City Council reserved its ability to open Erickson Street at a later date to make it a through street; and

WHEREAS, the City Council recently considered the question whether or not the street would be opened as a through street; and

WHEREAS, the residents of Spinnaker Ridge objected to the opening of Erickson Street as a through street and other members of the public supported the through street concept; and

WHEREAS, the City Council considered various options to the opening of Erickson Street, one of which was to vacate the easement for public travel on the Street and turn over ownership, maintenance and operation of the Street to the residents of Spinnaker Ridge; and

WHEREAS, the City Council thereafter passed Resolution No. 574 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on November 13, 2001, and at the conclusion of such hearing determined that the aforementioned right-of-way should be vacated; Now, Therefore,

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

Section 1. Findings and Conclusions. Pursuant to GHMC Section 12.14.018(D), the City Council makes the following findings and conclusions:

A. **Erickson Street wasn't acquired at City expense.** Erickson Street was constructed by the developer of Spinnaker Ridge and later dedicated to the City.

B. **Erickson Street isn't needed for public vehicular travel.** Erickson Street is a local access road only and is not a through street. The persons using Erickson Street for vehicular travel are the residents of Spinnaker Ridge, their families, friends and persons providing services and goods to those residents.

The City has no future need for Erickson Street in the City's street system. No improvements were planned for Erickson Street in the City's Six-year Road Plan or the City's Transportation Comprehensive Plan. The configuration of Erickson Street (if left unopened) and the development

of surrounding properties precludes any use by the City of Erickson Street as any thing other than a local access street for the Spinnaker Ridge planned unit development.

**C. Costs associated with Erickson Street.** The costs associated with Erickson Street involve those costs related to street maintenance activities that the City performs on all City streets, such as street sweeping, sealing and snow removal.

**D. Gate to be Installed.** As a condition of a street vacation, and to ensure that emergency vehicle access to the surrounding area is not impaired, Pierce County Fire District No. 5 has recommended that the existing gate across Erickson Street at McDonald Avenue be made automatic with opticom controls and Knox controls on both the East and West sides of the gate. The Fire District has asked that the design of the gate, including a site plan and specifications be approved by them prior to installation. These Fire District requests are documented in a letter dated November 1, 2001 to Dave Brereton, Interim Public Works Director, from Steve Bowman, Prevention Specialist, Fire District No. 5. Installation of the gate is to be completed within 90 days of completion of the vacation.

**Section 2. Street Vacated.** After making the above findings regarding the proposed street vacation, the City Council finds that the easement for public vehicular travel on Erickson Street, as the Street is more particularly described in Exhibit A, shall be vacated upon the conditions set forth herein.

**Section 3. Reservation of Easement.** The City Council finds that after the easement for public vehicular travel is vacated in Erickson Street, the City shall retain an easement in the street for the following purposes: public pedestrian travel; existing or future public utilities, including but not

limited to: water, sewer, storm, electricity, gas, telephone, and cable services for the 60 foot right-of-way area of Erickson Street, as it is currently configured and legally described in Exhibit A.

Section 4. No Payment Required. Pursuant to GHMC Section 12.14.018, this vacation does not require the payment by the property owners to the City, as the City Council has made a finding (in Section 1) that the street vacation meets the criteria in GHMC 12.14.018(D).

Section 5. Installation of Controls on Gates. The Spinnaker Ridge Homeowners' Association shall be allowed three months from the date of this Ordinance to install the type of gate(s) recommended by Pierce County Fire District No. 5.

Section 6. Effective Date. If the Spinnaker Ridge Homeowner's Association provides proof of installation of the gate controls and approval by the Fire District within three months of the date of this Ordinance, the street vacation shall be effective. Otherwise, this street vacation shall be null and void. After receipt of such proof, the City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor. This ordinance shall take effect five days after publication, which shall take place only after the above street vacation conditions have been satisfied as required herein.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

CITY OF GIG HARBOR

\_\_\_\_\_  
GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_  
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 11/8/01  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

**EXHIBIT 'A'**

**Legal Description**

**THAT 60' PORTION OF ERICKSON STEET WITHIN THE COMMON AREA OF SPINNAKER RIDGE SUBDIVISION, LYING BETWEEN SOUNDVIEW DRIVE AND MCDONALD AVENUE, GIG HARBOR, WASHINGTON.**

The legal description for Spinnaker Ridge Subdivision follows:

The South half of the Northeast Quarter of the Southwest Quarter of Section 8, Township 21 North, Range 2 East of the Willamette Meridian, in Gig Harbor, Pierce County, Washington.

EXCEPT the North Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 8. ALSO EXCEPT the following described property: BEGINNING at the Northeast corner of the South Half of the Northeast Quarter of the Southwest Quarter of said Section 8; THENCE along the North line of said subdivision S 89°56'05" W, 343 feet; THENCE S 01°00'51" W, parallel with the East line of said subdivision, 484 feet; THENCE N 89°56'05" E, 343 feet to the East line of said subdivision; THENCE along said East line N 01°00'51" E, 484 feet to the TRUE POINT OF BEGINNING. ALSO EXCEPT the East 30 feet for Wickersham County Road. ALSO EXCEPT the following described property; COMMENCING at the Northeast corner of said South Half of the Northeast Quarter of the Southwest Quarter of Section 8; THENCE along the North line of said subdivision S 89°56'05" W, 30 feet to the West line of (Wickersham County Road) Soundview Drive NW; THENCE continuing S 89°56'05" W, along said North line, 313.00 feet; THENCE S 01°00'51" W, parallel with the East line of said subdivision, 95.00 feet to the TRUE POINT OF BEGINNING; THENCE N 23°56'57" W, 71.07 feet; THENCE N 89°56'05" E, 30.00 feet to a point that bears N 01°00'51" E from the TRUE POINT OF BEGINNING; THENCE S 01°00'51" W, 64.99 feet to the TRUE POINT OF BEGINNING. TOGETHER WITH the North Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 8, in Gig Harbor, Pierce County, Washington. SUBJECT TO AND TOGETHER WITH COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.



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

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
GIG HARBOR, WASHINGTON, VACATING THE PORTION  
OF ERICKSON STREET, LYING BETWEEN MCDONALD  
AVENUE AND SOUNDVIEW DRIVE, LOCATED IN THE  
SPINNAKER RIDGE PLANNED UNIT DEVELOPMENT IN  
GIG HARBOR, WASHINGTON.**

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

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_, 2001.

BY: \_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: NOTICE OF INTENTION TO COMMENCE ANNEXATION**  
**PROCEEDINGS - NORTHWEST GIG HARBOR EMPLOYMENT**  
**CENTER (ANX 01-03)**  
**DATE: JANUARY 28, 2002**

#### **INFORMATION/BACKGROUND**

The City has received a 'Notice of Intention to Commence Annexation Proceedings' from property owners of more than the required ten percent (10%) assessed valuation to commence annexation proceedings of approximately two hundred (200) acres of property located within the City's Urban Growth Area (UGA). The property in question is located west of Highway 16, north of the existing City limits and south of the Purdy Women's Correctional Facility. The letter of request and vicinity map is attached for your consideration.

Additionally, the proponents have requested that the entire area be zoned Employment District upon annexation. The pre-annexation zoning for the area is predominately Employment District with Residential Low (R-1) to the west and south. A map of the pre-annexation zoning is attached for your consideration. When such a request is received, the Gig Harbor Municipal Code provides that the Council direct the Planning Commission to consider and make a recommendation on the request (Chapter 17.98 GHMC).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment. Comments on the legal description and boundary related issues were received on January 7, 2002 (attached).

Additionally, this request was distributed to the City Administrator, the Chief of Police, the Director of Operations (Public Works) and the Finance Director for review and comment.

The Council is required to meet with the initiating parties within sixty (60) days of the filing of the request to commence annexation proceedings to determine whether the City will accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of a proposed zoning regulation, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed. The Council set the date of January 28, 2002 for such a meeting on January 14, 2002.

## **POLICY CONSIDERATIONS**

The Director of Operations has commented that the normal annual maintenance (pavement marking, drainage ditches and shoulders) of the rights-of-ways would be incurred for public roads within the area to be annexed. The detention pond located north of 89<sup>th</sup> Street Northwest, currently maintained by Pierce County, would require annual maintenance and monitoring. The unimproved section of 54<sup>th</sup> Avenue has historically been used as an area for illegal dumping. If this area were to be annexed, regular patrolling or installation of a gate to limit access would be necessary.

The Chief of Police has indicated that there may be some minor requests from the prison with regards to posting the roadway as a 'no parking' area with provisions for immediate impound of vehicles along Bujacich Road fronting the prison.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation.

### **RCW 36.93.180**

#### **Objectives of boundary review board.**

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

**Comment:** The proposed annexation area is for the most part undeveloped, vacant land.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

**Comment:** The proposed annexation does utilize Highway 16 as the eastern boundary, the Purdy Women's Correctional Facility to the north and the City's Urban Growth Boundary to the west.

- (3) Creation and preservation of logical service areas;

**Comment:** The proposed annexation would not alter any service area boundaries. The City currently provides water service to this area.

- (4) Prevention of abnormally irregular boundaries;

**Comment:** The proposed annexation would create an abnormally irregular boundary. However, the area proposed to be annexed is located within the City's Urban Growth Area – the area in which annexations are appropriate.

**Comment:** Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

**Comment:** The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

**Comment:** Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the City's Urban Growth Boundary.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

**Comment:** The proposed annexation is of unincorporated areas, lot sizes ranging from 0.57 up to 26.97 acres in size. The proposed annexation area is within the City's Urban Growth Boundary and planned for urban levels of development.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

**Comment:** The proposed annexation does not involve designated agricultural or rural lands.

### **FISCAL CONSIDERATIONS**

From a financial perspective, the Finance Director has noted that property tax impacts for the proposed annexation would not be significant. Utility customers in the area, if any, would have their rates reduced from 150% to 100%.

### **RECOMMENDATION**

I recommend that the Council accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex approximately two hundred (200) acres of property located within the City's Urban Growth Area (UGA) west of Highway 16, north of the existing City limits and south of the Purdy Women's Correctional Facility subject to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed;
2. The legal description and map be revised to reflect the comments made by Pierce County in a memorandum dated January 7, 2002 from Ken Paul, P.L.S. and further exclude that area recently annexed by the City (Ordinance No. 897);
3. The request for simultaneous adoption of an Employment District (ED) zoning designation for the entire area proposed for annexation shall be referred to the Planning Commission for consideration and recommendation pursuant to Chapter 17.88 of the Gig Harbor Municipal Code.



TOUCHSTONE CORPORATION

December 4, 2001

Mr. Mark Hoppen  
City Manager  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Re: Annexation Petition - Northwest Gig Harbor Employment Center Area

Dear Mr. Hoppen:

On behalf of the property owners in the Northwest Gig Harbor Employment Center area, enclosed are the Annexation Petitions covering 65% of the current assessed valuation. These parcels are all within the City's UGA and are all zoned Employment Center in the Comprehensive Plan's for both Gig Harbor and Pierce County.

Following the City of Gig Harbor Annexation Process - 60% Petition Method outline provided, the necessary information is provided as either an enclosure or narrative as follows:

1. The geographical limit: North boundary is Bujacich Drive (South of the Women's State Prison); East boundary is SR-16; West boundary is the UGA established by Gig Harbor's Plan; South boundary is contiguous to the City of Gig Harbor. Assessor's parcel map enclosed.
2. Assessor's "Real Property Listing" for all parcels enclosed.
3. Petition (Notice of Intent to Annex): all signed petitions enclosed.
4. City Council consideration for annexation to the City. As a statement of the commitment of the property owners, we are including requirements for 5 and 6..
5. Petitions covering 65% of the assessed valuation are inclosed. The property is within the City of Gig Harbor's UGA and is zoned Employment Center (EC). The petitioners agree to the assumption of their pro-rata share of bonded indebtedness.
  - A. Total assessed valuation for the entire area is \$4,826,200
  - B. Total assessed valuation of signed petitions is \$3,138,500 or 65%

6. A. 8 1/2" X 11" vicinity maps enclosed.

B. Pierce County Assessor's parcel map defining the boundary of the annexation area enclosed.

C. Legal description of the boundary of the annexation area enclosed.

D. We assume a SEPA environmental checklist will not be required as these properties are all within the Gig Harbor's UGA boundary.

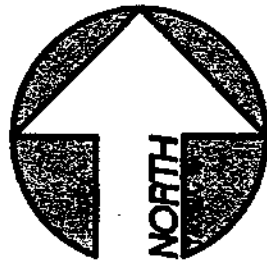
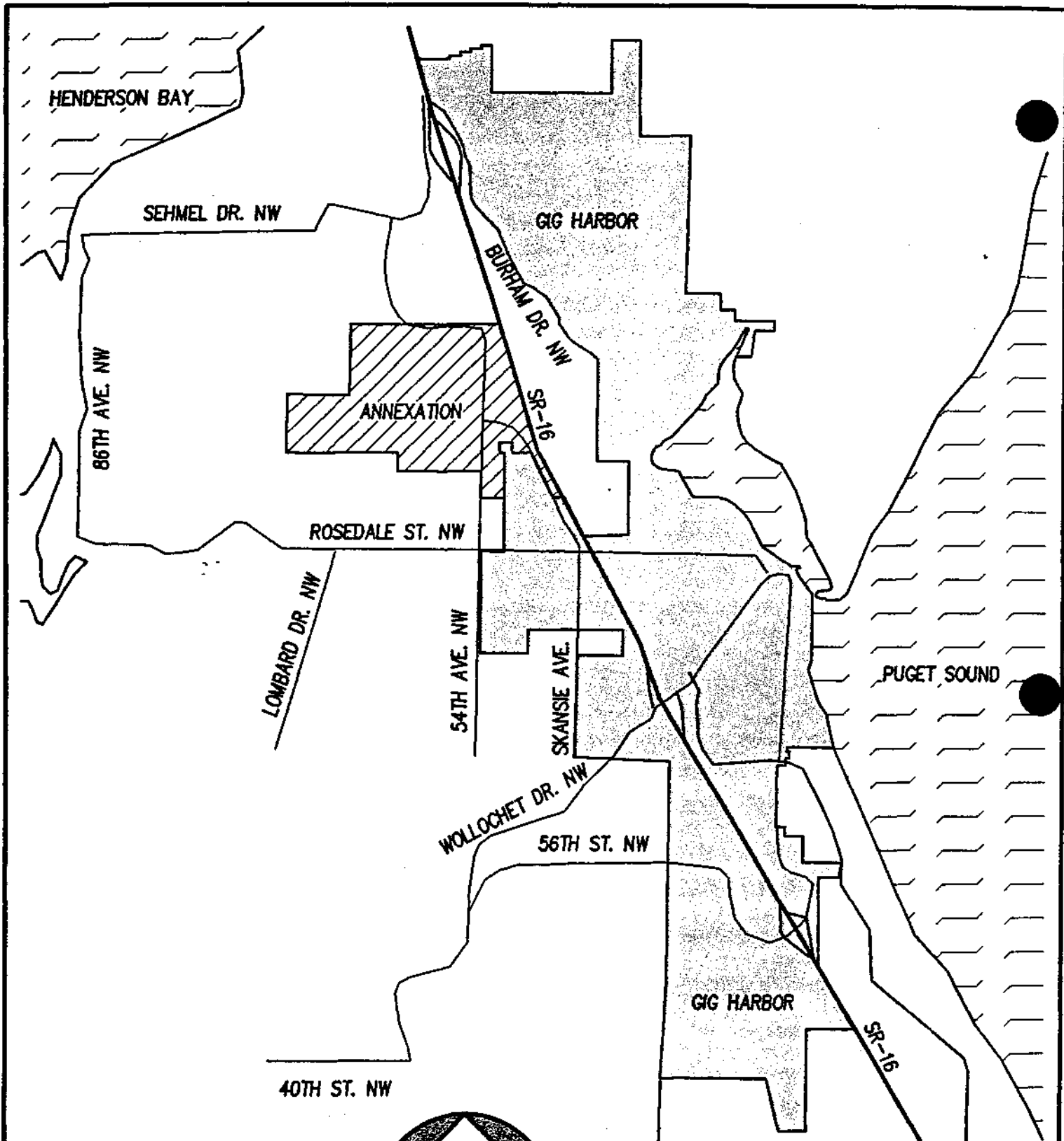
On behalf of the property owners, we look forward to moving forward with the City on the annexation of this area. If you should have any questions, please give me a call at (206) 727-2394.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas Howe". The signature is written in a cursive style with a large initial "D" and "H".

Douglas Howe

cc: Mike Scannell



**VICINITY MAP**

1" = 1/3 MILE

27705

**Apex**  
Engineering & PC

2601 South 35th, Suite 200  
Tacoma, Washington 98409-7479  
(253) 473-4494 FAX: (253) 473-0599

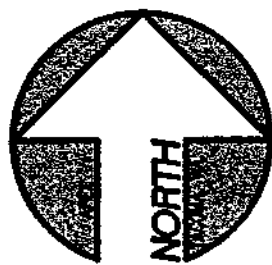
GIG HARBOR  
ANNEXATION

SR-16

ROSEDALE ST. NW

GIG HARBOR

LOMBARD DR. NW



VICINITY MAP

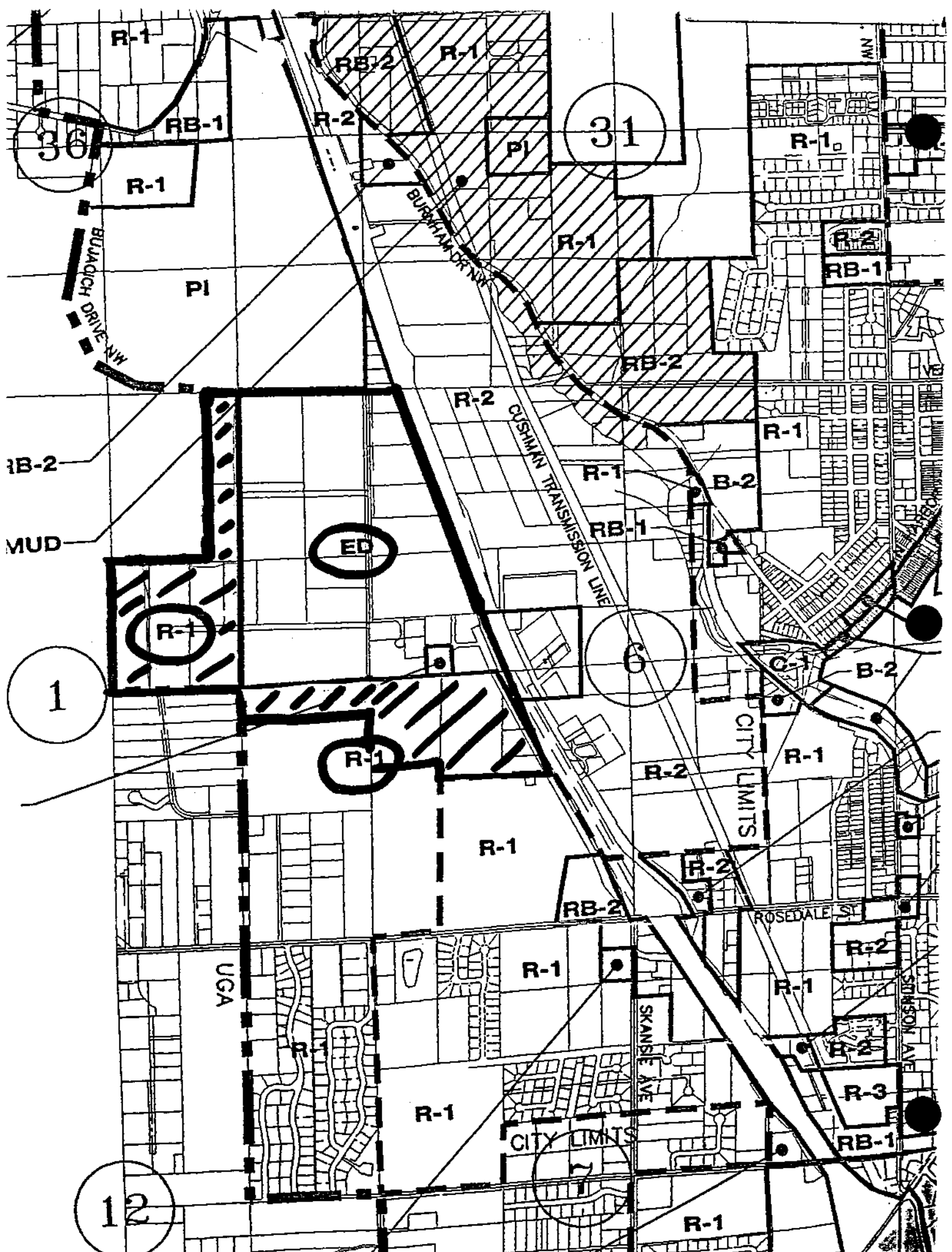
1" = 1/4 MILE

**Apex**  
Engineering

2601 South 35th, Suite 200  
Tacoma, Washington 98409-7479  
(253) 473-4494 FAX: (253) 473-0599

27703





**PIERCE COUNTY PUBLIC WORKS AND UTILITIES  
TRANSPORTATION SERVICES  
PROGRAM DEVELOPMENT DIVISION**

**MEMORANDUM**

**Date:** January 7, 2002  
**To:** Cindy Willis, Chief Clerk of the Boundary Review Board/  
Planning and Land Services Supervisor  
**From:** Ken Paul, P.L.S.  
**Subject:** City of Gig Harbor NW Employment Center Annexation, 1<sup>st</sup> Review

Legal Description changes:

The boundary of this proposed annexation must be modified to include all of Bujacich Rd. NW, starting on line 8 of the legal description. Also in line 8, change the first occurrence of *easterly* to *westerly*.

Line 12: Change *southwesterly* to *southeasterly*.

Line 14: The properties are described as lying west of line beginning at the SW corner of Section 6, running East for 670 feet, then northerly with an angle point where the south line of this boundary intersects it. We have found no description of it being the west 605 feet.

Line 18: Add more or less after 875 feet.

Please except that property within City of Gig Harbor per Ord. No. 624.

Boundary issues:

The City of Gig Harbor must also take that portion of Bujacich Rd. NW between the North line of Ord. No. 286 (6/26/78) and the North line of Ord. No. 82 (7/22/65), being along the easterly boundary of Ord. No. 286, and Ord. No. 268.

The City of Gig Harbor must also take the south 60 feet of Lots 5 and 30 of Hawthorne's Subdivision, as it is a part of parcel 0121011009, and may not be sold separately.

**Cc:** Jesse Hamashima, Transportation Planning Supervisor  
Janet Ungurs, ATR Annexation Dept.  
Julianne E. Klontz, Roadlog Coordinator  
Bruce Duncan, Right of Way Administration



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MHA*  
**SUBJECT: FISHERMAN'S MEMORIAL STATUE – REQUEST FOR SUPPORT**  
**DATE: JANUARY 22, 2001**

**INFORMATION/BACKGROUND**

Shirley Tomasi expects to conclude fundraising and placement of the Fisherman's Memorial at Jeresich Park this spring. In order to guarantee this timeline, she is requesting city budget support in the amount of \$10,000 to guarantee the placement of the memorial. Given expected donative support from other sources, it is likely that little or none of this monetary city support will actually be necessary.

**RECOMMENDATION**

Staff recommends that the City Council motion to extend \$10,000 of city monetary support to ensure the completion and placement of the Fisherman's Memorial.



**CULTURAL  
ARTS  
COMMISSION**

**GIG HARBOR KEY PENINSULA CULTURAL ARTS COMMISSION  
CITY OF GIG HARBOR MUNICIPAL BUILDING**

**REQUEST FOR SUPPORT**  
January 13, 2002

**TO:** City of Gig Harbor Council Members  
City of Gig Harbor Mayor  
City of Gig Harbor City Administrator

**FROM:** The Gig Harbor Key Peninsula Cultural Arts Commission  
Shirley Tomasi – Executive Director

**SUBJECT:** Fishermen's Memorial Statue  
Request for Support

Shirley Tomasi  
Executive Director

**REQUEST:**

The Gig Harbor Key Peninsula Cultural Arts Commission (CAC), a 501© 3 non-profit organization, requests City of Gig Harbor financial support in the amount of \$10,000 as concerns the final payment of the Public Art Program's - Fishermen's Memorial statue planned for installation April 2002.

**OVERALL PLAN:**

With regard to the Fishermen's Memorial statue fund-raising campaign, CAC intends to raise sufficient funds to complete the financial obligation as concerns the statue. However, if for an unknown reason, these fund raising campaigns are not as successful as expected, or an event causes a financial impact, CAC requests the City of Gig Harbor's support to ensure the statue's installation and unveiling ceremony occurs in a timely manner.

The attached outline addresses our financial income and expense, grant and fund-raising activities both actual and planned.

**SUMMARY:**

CAC provides enhanced cultural richness to the Gig Harbor Key Peninsula area by providing a venue for display, education, and enjoyment of the arts. Your support of this project will mean so very much in integrating our unique fishing culture within the community, while also securing a cultural arts base from which we can build.

Sincerely,

Shirley Tomasi

11107 Hallstrom Dr. NW  
Gig Harbor, WA. 98332  
(253) 851-9462  
GHKP-CulturalArts.org  
[Cac@harbornet.com](mailto:Cac@harbornet.com)

**FUNDING STATUS**

**INCOME**

**Gig Harbor Hotel/Motel Tax Grants – Written by Shirley Tomasi  
For Public Art Program**

\$10,000.00 – 2000  
\$20,000.00 – 2001  
\$30,000.00 Requested for 2002 – Not Approved

**Gig Harbor Commercial  
Fishing Club Donation  
Community/Grants  
Events**

\$10,000.00 – 2000  
\$21,715.11

Maritime Gig Event  
Tee-Shirt, Candy Sales

+ Fishing Boat Donations \$1,116.80 NA 6/3/01  
200.00 8/19/01

**Total Income \$63,031.91**

**EXPENSE**

**Brochures, Flyers, Note-Cards,  
Tee Shirts, Mailings, etc.  
Vela Luka Program**

\$ 8,600  
2,000

**Artist's First Installment  
Second Installment  
October 31, 2001  
Third Installment Due  
April 30, 2002  
Total Statue Expense**

\$26,000  
\$23,000

**Minus Pledges  
\$29,000 (Including Pledges)  
\$78,000**

**Total Expense \$59,600.00 \$88,600.00**

**Cash in Account \$ 3,431.91**  
Total Funds Available for  
April Installment

**Potential Income:**

Forest Foundation Potential \$ 5,000.00  
GH Fishermen's Club Potential \$ 5,000.00  
Mr. & Mrs. Jon H. Kvinsland \$ 5,000.00 +

Reception  
"Chairs – Take a Seat" \$ 2,000.00

Tee Shirts – Candy – Note cards \$ 1,000.00  
Other Programs/Grants/Income \$ 5,000.00

**Total in Account/Potential \$26,431.91**

**Pledges \$ 2,750.00  
\$29,181.91**

**City of Gig Harbor \$10,000.00  
Total Overall \$39,181.91**

## SUMMARY

### **Project Current Status**

Total Statue Expense \$78,000

Three Installments of \$26,000 each

**First Installment PAID**

**Second Installment PAID**

**Third and Final payment \$26,000 due at completion of project – April, 2002.**

### **Current Fund-raising Environment**

The tragic events of recent past, and stock market decline, have had a negative impact on Grantor/Foundation gifts, causing additional concentration on fund-raising events and personal gifts.

Due to the current economy, foundry orders are being cancelled, thus the bronze can be completed earlier than originally scheduled. This means funds will be needed earlier, giving less time to fund-raise.

### **Request to Council**

The Gig Harbor Key Peninsula Cultural Arts Commission requests **City of Gig Harbor Council partner with CAC by approving funding to ensure the Fishermen's Memorial project completion.** This action will allow the Forest Foundation to contribute \$5,000, the statue to begin the bronze cycle, and the program to move forward with a completion date of April 2002.

**Proceeds from future Fishermen's Memorial fund-raising programs will be applied to the fund, thereby lessening the total City of Gig Harbor funding allotment.**



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** DR  
**DATE: JANUARY 22, 2002**  
**SUBJECT: 2001 FOURTH QUARTER FINANCE REPORT**

The quarterly financial reports for the fourth quarter of 2001 are attached.

Total resources (revenues and beginning fund balances) were 125% of the annual budget. Annual revenues (excluding beginning fund balances) were 118% and expenditures (excluding ending fund balances) were 72% of the annual budget.

General Fund revenues (excluding beginning balance) were 120% of budget. Taxes received in 2001 were 120 % of budget, with sales taxes and telephone B & O taxes exceeding budget by \$469,000 and \$196,000. The bulk of the sales tax increase over 2000 was due to increased construction activity during 2001. License and permit revenues, mostly due to building permits and plan checking fees, exceeded budget by \$198,000 (186%).

General Fund expenditures (excluding ending fund balance) were 84% of budget. All departments were within budget.

Civic Center construction costs through December 31, 2001 were \$2,570,955

Street revenues and expenditures (excluding beginning and ending fund balances) were 141% and 94% of budget. Reimbursements for the Kimball Drive and Point Fosdick and grants totaled \$427,000. We received a final payment of \$180,000 from Pierce County in support of the East-West Road construction. This has been billed and should be received in 2001. Street revenues also included proceeds of \$1,200,000 from the sale of a bond anticipation note in support of Local Improvement District 99-1. Transportation impact fees totaling \$963,000 were also received in 2001.

2001 Hotel-Motel taxes were nearly \$170,000. This is down slightly from the \$174,000 received in 2000. 2001 Hotel-Motel expenditures were \$206,000.

Water, Sewer and Storm operating revenues were 80%, 96% and 94% of budget (excluding beginning fund balances). Water, Sewer and Storm expenses (excluding ending fund balances) were 85%, 84% and 44% of budget.

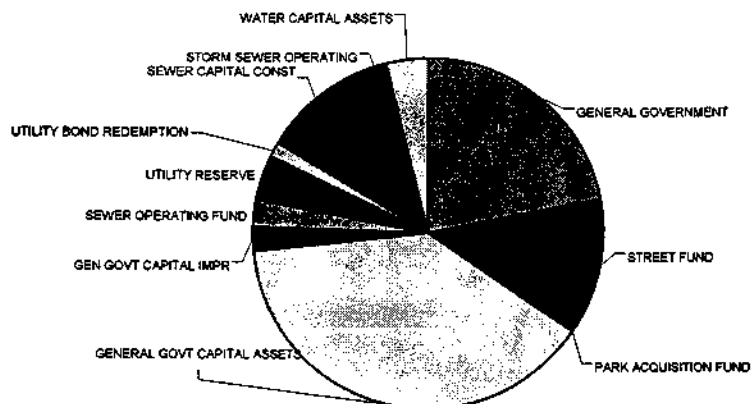
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF DECEMBER 31, 2001**

| FUND NO. | DESCRIPTION                  | BEGINNING BALANCE | REVENUES      | EXPENDITURES  | OTHER CHANGES  | ENDING BALANCE |
|----------|------------------------------|-------------------|---------------|---------------|----------------|----------------|
| 001      | GENERAL GOVERNMENT           | \$ 2,079,406      | \$ 5,537,020  | \$ 4,343,986  | \$ 85,077      | \$ 3,357,517   |
| 101      | STREET FUND                  | 2,375,229         | 3,749,211     | 2,679,555     | (1,514,203)    | 1,930,682      |
| 105      | DRUG INVESTIGATION FUND      | 12,701            | 1,893         | 6,430         |                | 8,164          |
| 107      | HOTEL-MOTEL FUND             | 223,527           | 176,709       | 206,610       | (7,440)        | 186,186        |
| 109      | PARK ACQUISITION FUND        | 1,856,158         | 322,534       | 1,906,258     | 1,126          | 273,559        |
| 203      | '87 GO BONDS - SEWER CONSTR  | 159,434           | 6,658         | 96,212        | (14)           | 69,867         |
| 208      | 91 GO BONDS & 97 LTGO BONDS  | 37,061            | 485,641       | 488,818       |                | 33,884         |
| 301      | GENERAL GOVT CAPITAL ASSETS  | 145,971           | 8,109,966     | 2,215,526     | (46,505)       | 5,993,906      |
| 305      | GENERAL GOVT CAPITAL IMPR    | 197,462           | 138,436       |               |                | 335,898        |
| 307      | LID NO. 99-1 FUND            |                   | 1,200,000     | 1,200,000     |                |                |
| 401      | WATER OPERATING FUND         | 106,273           | 618,958       | 786,328       | 102,675        | 41,578         |
| 402      | SEWER OPERATING FUND         | 359,580           | 1,012,428     | 1,057,387     | (21,277)       | 293,344        |
| 407      | UTILITY RESERVE              | 593,674           | 36,403        |               |                | 630,077        |
| 408      | UTILITY BOND REDEMPTION      | 446,461           | 366,310       | 471,988       | (137,629)      | 203,155        |
| 410      | SEWER CAPITAL CONST          | 356,620           | 2,103,734     | 942,293       | 118,794        | 1,636,855      |
| 411      | STORM SEWER OPERATING FUND   | 145,477           | 416,135       | 302,587       | 44,601         | 303,627        |
| 420      | WATER CAPITAL ASSETS         | 564,389           | 554,922       | 540,935       | (1,216)        | 577,160        |
| 605      | LIGHTHOUSE MAINTENANCE TRUST | 1,721             | 67            | 60            |                | 1,728          |
| 631      | MUNICIPAL COURT              |                   | 68,515        | 67,032        | (1,483)        |                |
|          |                              | \$ 9,661,144      | \$ 24,905,541 | \$ 17,312,004 | \$ (1,377,494) | \$ 15,877,186  |

**COMPOSITION OF CASH AND INVESTMENTS  
AS OF DECEMBER 31, 2001**

|                                  | MATURITY | RATE   | BALANCE              |
|----------------------------------|----------|--------|----------------------|
| CASH ON HAND                     |          |        | \$ 300               |
| CASH IN BANK                     |          | 1.290% | 163,563              |
| RESTRICTED CASH                  |          | 1.290% | 134,839              |
| LOCAL GOVERNMENT INVESTMENT POOL |          | 2.311% | 15,078,483           |
| FEDERAL HOME LOAN BANK           | 12/26/03 | 5.245% | 300,000              |
| FEDERAL HOME LOAN BANK           | 06/27/03 | 5.125% | 200,000              |
|                                  |          |        | <u>\$ 15,877,186</u> |

**Ending Cash Balances By Fund**

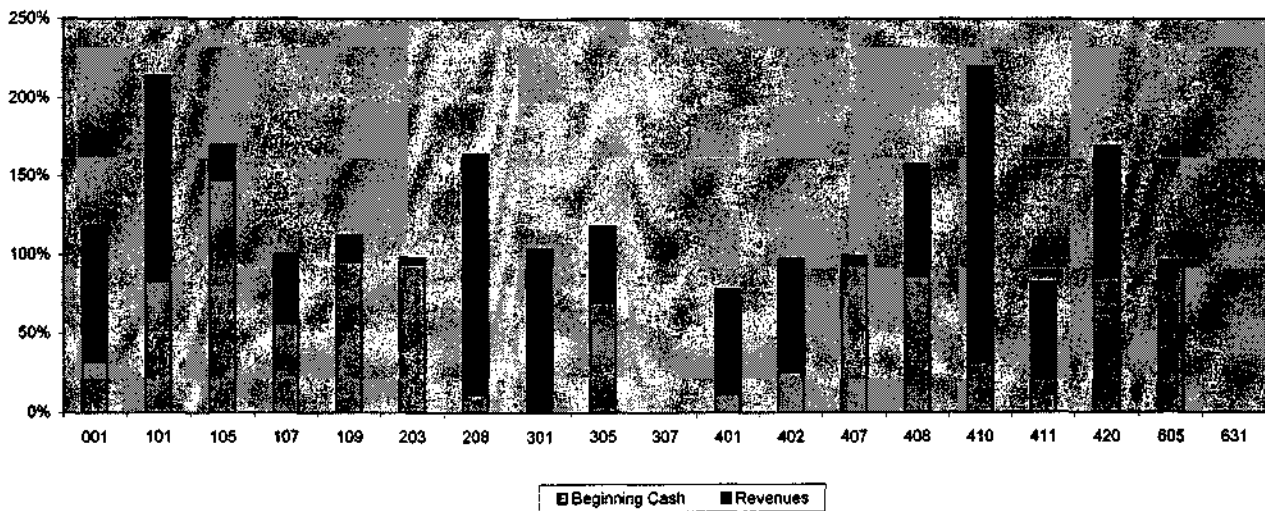




**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF DECEMBER 31, 2001**

| FUND NO. | DESCRIPTION                      | ESTIMATED RESOURCES | ACTUAL Y-T-D RESOURCES | BALANCE OF ESTIMATE | PERCENTAGE (ACTUAL/EST.) |
|----------|----------------------------------|---------------------|------------------------|---------------------|--------------------------|
| 001      | GENERAL GOVERNMENT               | \$ 6,445,619        | \$ 7,616,426           | \$ (1,170,807)      | 118.16%                  |
| 101      | STREET FUND                      | 2,863,737           | 6,124,440              | (3,260,703)         | 213.86%                  |
| 105      | DRUG INVESTIGATION FUND          | 8,603               | 14,594                 | (5,991)             | 169.64%                  |
| 107      | HOTEL-MOTEL FUND                 | 399,629             | 400,236                | (607)               | 100.15%                  |
| 109      | PARK ACQUISITION FUND            | 1,938,344           | 2,178,692              | (240,348)           | 112.40%                  |
| 203      | '87 GO BONDS - SEWER CONSTR      | 169,529             | 166,093                | 3,436               | 97.97%                   |
| 208      | 91 GO BONDS & 97 LTGO BONDS      | 318,364             | 522,701                | (204,337)           | 164.18%                  |
| 301      | GENERAL GOVT CAPITAL ASSETS      | 7,956,114           | 8,255,937              | (299,823)           | 103.77%                  |
| 305      | GENERAL GOVT CAPITAL IMPROVEMENT | 284,120             | 335,898                | (51,778)            | 118.22%                  |
| 307      | LID NO. 99-1 FUND                | 1,200,000           | 1,200,000              |                     | 100.00%                  |
| 401      | WATER OPERATING                  | 933,723             | 725,231                | 208,492             | 77.67%                   |
| 402      | SEWER OPERATING                  | 1,410,179           | 1,372,009              | 38,170              | 97.29%                   |
| 407      | UTILITY RESERVE                  | 634,635             | 630,077                | 4,558               | 99.28%                   |
| 408      | UTILITY BOND REDEMPTION FUND     | 516,341             | 812,771                | (296,430)           | 157.41%                  |
| 410      | SEWER CAPITAL CONSTRUCTION       | 1,118,306           | 2,460,354              | (1,342,048)         | 220.01%                  |
| 411      | STORM SEWER OPERATING            | 685,006             | 561,612                | 123,394             | 81.99%                   |
| 420      | WATER CAPITAL ASSETS             | 661,892             | 1,119,311              | (457,419)           | 169.11%                  |
| 605      | LIGHTHOUSE MAINTENANCE TRUST     | 1,869               | 1,788                  | 81                  | 95.65%                   |
| 631      | MUNICIPAL COURT                  |                     | 68,515                 | (68,515)            |                          |
|          |                                  | \$ 27,546,010       | \$ 34,566,684          | \$ (7,020,674)      | 125.49%                  |

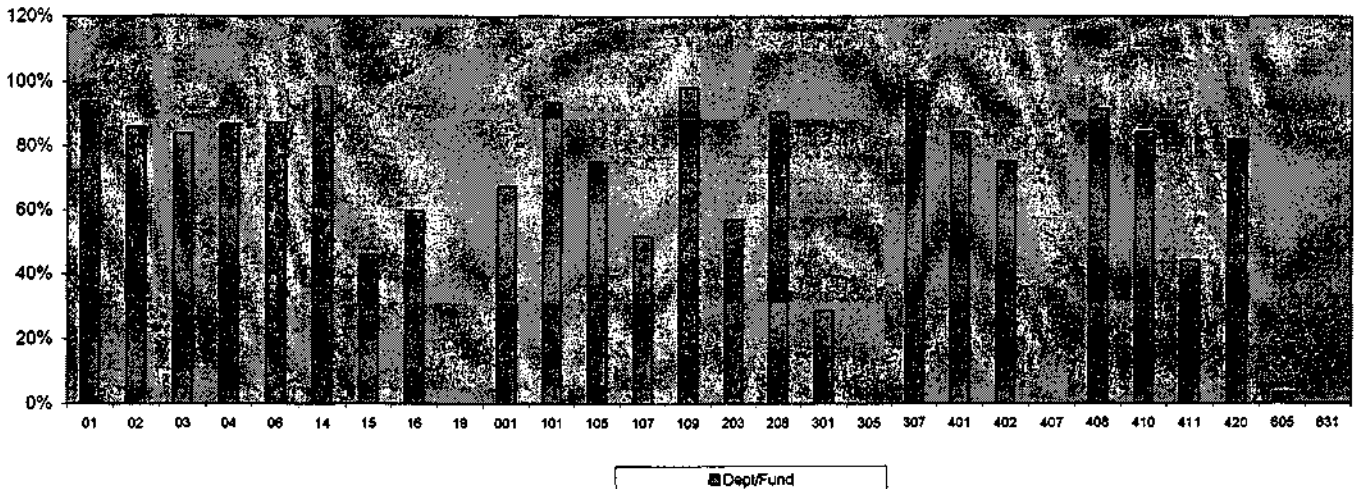
**Resources as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING DECEMBER 31, 2001**

| FUND NO. | DESCRIPTION                      | ESTIMATED EXPENDITURES | ACTUAL Y-T-D EXPENDITURES | BALANCE OF ESTIMATE | PERCENTAGE (ACTUAL/EST.) |
|----------|----------------------------------|------------------------|---------------------------|---------------------|--------------------------|
| 001      | GENERAL GOVERNMENT               |                        |                           |                     |                          |
| 01       | NON-DEPARTMENTAL                 | \$ 1,074,700           | \$ 1,007,729              | \$ 66,971           | 93.77%                   |
| 02       | LEGISLATIVE                      | 30,100                 | 25,873                    | 4,227               | 85.96%                   |
| 03       | MUNICIPAL COURT                  | 290,350                | 243,147                   | 47,203              | 83.74%                   |
| 04       | ADMINISTRATIVE/FINANCIAL         | 738,400                | 640,767                   | 97,633              | 86.78%                   |
| 06       | POLICE                           | 1,551,400              | 1,354,295                 | 197,105             | 87.30%                   |
| 14       | COMMUNITY DEVELOPMENT            | 696,900                | 686,409                   | 10,491              | 98.49%                   |
| 15       | PARKS AND RECREATION             | 734,100                | 337,521                   | 396,579             | 45.98%                   |
| 16       | BUILDING                         | 80,800                 | 48,245                    | 32,555              | 59.71%                   |
| 19       | ENDING FUND BALANCE              | 1,248,869              | -                         | 1,248,869           |                          |
| 001      | TOTAL GENERAL FUND               | 6,445,619              | 4,343,986                 | 2,101,633           | 67.39%                   |
| 101      | STREET FUND                      | 2,863,737              | 2,679,555                 | 184,182             | 93.57%                   |
| 105      | DRUG INVESTIGATION FUND          | 8,603                  | 6,430                     | 2,173               | 74.74%                   |
| 107      | HOTEL-MOTEL FUND                 | 399,629                | 206,610                   | 193,019             | 51.70%                   |
| 109      | PARK ACQUISITION FUND            | 1,938,344              | 1,906,258                 | 32,086              | 98.34%                   |
| 203      | '87 GO BONDS - SEWER CONSTR      | 169,529                | 96,212                    | 73,317              | 56.75%                   |
| 208      | 91 GO BONDS & 97 LTGO BONDS      | 540,564                | 488,818                   | 51,746              | 90.43%                   |
| 301      | GENERAL GOVT CAPITAL ASSETS      | 7,733,914              | 2,215,526                 | 5,518,388           | 28.65%                   |
| 305      | GENERAL GOVT CAPITAL IMPROVEMENT | 284,120                | -                         | 284,120             |                          |
| 307      | LID NO. 99-1 FUND                | 1,200,000              | 1,200,000                 | -                   | 100.00%                  |
| 401      | WATER OPERATING                  | 933,723                | 786,328                   | 147,395             | 84.21%                   |
| 402      | SEWER OPERATING                  | 1,410,179              | 1,057,387                 | 352,792             | 74.98%                   |
| 407      | UTILITY RESERVE                  | 634,635                | -                         | 634,635             |                          |
| 408      | UTILITY BOND REDEMPTION FUND     | 516,341                | 471,988                   | 44,353              | 91.41%                   |
| 410      | SEWER CAPITAL CONSTRUCTION       | 1,118,306              | 942,293                   | 176,013             | 84.26%                   |
| 411      | STORM SEWER OPERATING            | 685,006                | 302,587                   | 382,420             | 44.17%                   |
| 420      | WATER CAPITAL ASSETS             | 661,892                | 540,935                   | 120,957             | 81.73%                   |
| 605      | LIGHTHOUSE MAINTENANCE TRUST     | 1,869                  | 60                        | 1,809               | 3.21%                    |
| 631      | MUNICIPAL COURT                  |                        | 67,032                    | (67,032)            |                          |
|          |                                  | \$ 27,546,010          | \$ 17,312,004             | \$ 10,234,006       | 62.85%                   |

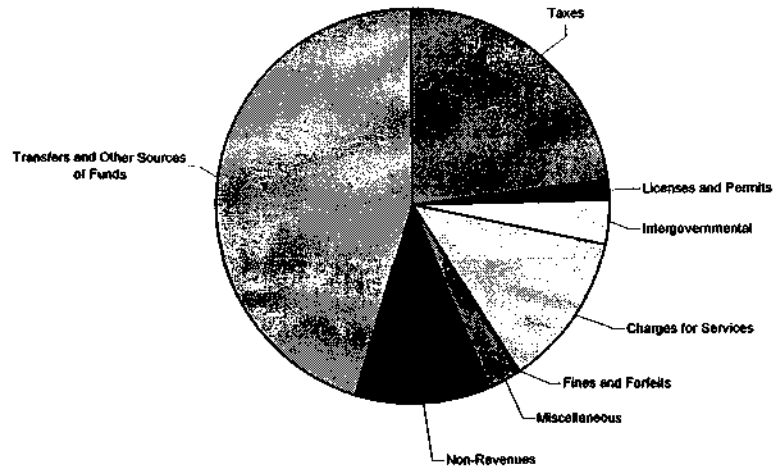
**Expenditures as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING DECEMBER 31, 2001**

| <u>TYPE OF REVENUE</u>               | <u>AMOUNT</u>        |
|--------------------------------------|----------------------|
| Taxes                                | \$ 5,709,730         |
| Licenses and Permits                 | 432,422              |
| Intergovernmental                    | 918,896              |
| Charges for Services                 | 3,094,400            |
| Fines and Forfeits                   | 81,046               |
| Miscellaneous                        | 604,522              |
| Non-Revenues                         | 2,798,945            |
| Transfers and Other Sources of Funds | 11,265,578           |
| <b>Total Revenues</b>                | <b>24,905,541</b>    |
| Beginning Cash Balance               | 9,661,144            |
| <b>Total Resources</b>               | <b>\$ 34,566,684</b> |

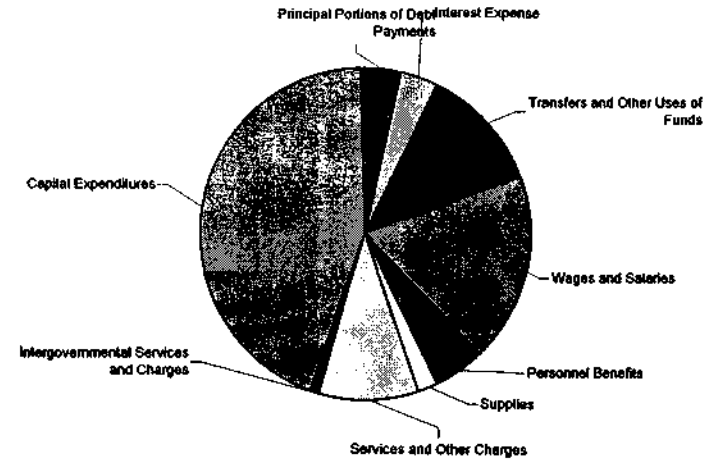
**Revenues by Type - All Funds**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING DECEMBER 31, 2001**

| <u>TYPE OF EXPENDITURE</u>             | <u>AMOUNT</u>        |
|--|----------------------|
| Wages and Salaries                     | \$ 3,182,002         |
| Personnel Benefits                     | 872,902              |
| Supplies                               | 339,888              |
| Services and Other Charges             | 1,644,760            |
| Intergovernmental Services and Charges | 154,577              |
| Capital Expenditures                   | 7,705,214            |
| Principal Portions of Debt Payments    | 673,745              |
| Interest Expense                       | 616,043              |
| Transfers and Other Uses of Funds      | 2,122,874            |
| <b>Total Expenditures</b>              | <b>17,312,004</b>    |
| Ending Cash Balance                    | 15,877,186           |
| <b>Total Uses</b>                      | <b>\$ 33,189,190</b> |

**Expenditures by Type - All Funds**



**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2001**

|                                    | SPECIAL REVENUE FUNDS        |                     |                              |                       |                            |                                       |                                    |                     |                                  | TOTAL<br>SPECIAL<br>REVENUE |
|------------------------------------|------------------------------|---------------------|------------------------------|-----------------------|----------------------------|---------------------------------------|------------------------------------|---------------------|----------------------------------|-----------------------------|
|                                    | 001<br>GENERAL<br>GOVERNMENT | 101<br>STREET       | 105<br>DRUG<br>INVESTIGATION | 107<br>HOTEL<br>MOTEL | 109<br>PARK<br>ACQUISITION | 301<br>GENERAL GOVT<br>CAPITAL ASSETS | 305<br>GENERAL GOVT<br>CAPITAL IMP | 307<br>LID NO. 99-1 | 605<br>LIGHTHOUSE<br>MAINTENANCE |                             |
| CASH                               | \$ 35,056                    | \$ 152,988          | \$ 88                        | \$ 1,998              | \$ 4,009                   | \$ 64,321                             | \$ 3,605                           | \$ -                | \$ 19                            | \$ 227,026                  |
| INVESTMENTS                        | 3,322,461                    | 1,777,694           | 8,076                        | 184,188               | 269,551                    | 5,929,585                             | 332,293                            | -                   | 1,709                            | 8,503,096                   |
| RECEIVABLES                        | 42,901                       | 31,533              | -                            | -                     | -                          | -                                     | -                                  | -                   | -                                | 31,533                      |
| FIXED ASSETS                       | -                            | -                   | -                            | -                     | -                          | -                                     | -                                  | -                   | -                                | -                           |
| OTHER                              | -                            | -                   | -                            | -                     | -                          | -                                     | -                                  | -                   | -                                | -                           |
| <b>TOTAL ASSETS</b>                | <b>3,400,418</b>             | <b>1,962,215</b>    | <b>8,164</b>                 | <b>186,186</b>        | <b>273,559</b>             | <b>5,993,906</b>                      | <b>335,898</b>                     | <b>-</b>            | <b>1,728</b>                     | <b>8,761,656</b>            |
| <b>LIABILITIES</b>                 |                              |                     |                              |                       |                            |                                       |                                    |                     |                                  |                             |
| CURRENT                            | 216,795                      | 258,403             | -                            | 60                    | 1,946                      | -                                     | -                                  | -                   | -                                | 260,409                     |
| LONG TERM                          | 27,164                       | 27,164              | -                            | -                     | -                          | -                                     | -                                  | -                   | -                                | 27,164                      |
| <b>TOTAL LIABILITIES</b>           | <b>243,960</b>               | <b>285,568</b>      | <b>-</b>                     | <b>60</b>             | <b>1,946</b>               | <b>-</b>                              | <b>-</b>                           | <b>-</b>            | <b>-</b>                         | <b>287,573</b>              |
| <b>FUND BALANCE:</b>               |                              |                     |                              |                       |                            |                                       |                                    |                     |                                  |                             |
| BEGINNING OF YEAR                  | 1,963,424                    | 606,991             | 12,701                       | 216,027               | 1,855,338                  | 99,466                                | 197,462                            | -                   | 1,721                            | 2,989,705                   |
| Y-T-D REVENUES                     | 5,537,020                    | 3,749,211           | 1,893                        | 176,709               | 322,534                    | 8,109,966                             | 138,436                            | 1,200,000           | 67                               | 13,698,817                  |
| Y-T-D EXPENDITURES                 | (4,343,986)                  | (2,679,555)         | (6,430)                      | (206,610)             | (1,906,258)                | (2,215,526)                           | -                                  | (1,200,000)         | (60)                             | (8,214,439)                 |
| <b>ENDING FUND BALANCE</b>         | <b>3,156,458</b>             | <b>1,676,648</b>    | <b>8,164</b>                 | <b>186,126</b>        | <b>271,614</b>             | <b>5,993,906</b>                      | <b>335,898</b>                     | <b>-</b>            | <b>1,728</b>                     | <b>8,474,083</b>            |
| <b>TOTAL LIAB. &amp; FUND BAL.</b> | <b>\$ 3,400,418</b>          | <b>\$ 1,962,215</b> | <b>\$ 8,164</b>              | <b>\$ 186,186</b>     | <b>\$ 273,559</b>          | <b>\$ 5,993,906</b>                   | <b>\$ 335,898</b>                  | <b>\$ -</b>         | <b>\$ 1,728</b>                  | <b>\$ 8,761,656</b>         |

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2001**

|                                    | DEBT SERVICE                      |                                    |                          |
|------------------------------------|-----------------------------------|------------------------------------|--------------------------|
|                                    | 203<br>87 GO BONDS<br>SEWER CONST | 208<br>91 GO BONDS<br>SOUNDVIEW DR | TOTAL<br>DEBT<br>SERVICE |
| CASH                               | \$ 750                            | \$ 364                             | \$ 1,113                 |
| INVESTMENTS                        | 69,117                            | 33,520                             | 102,637                  |
| RECEIVABLES                        | 1,287                             | .                                  | 1,287                    |
| FIXED ASSETS                       | .                                 | .                                  | .                        |
| OTHER                              | .                                 | .                                  | .                        |
| <b>TOTAL ASSETS</b>                | <b>71,154</b>                     | <b>33,884</b>                      | <b>105,038</b>           |
| <b>LIABILITIES</b>                 |                                   |                                    |                          |
| CURRENT                            | 55                                | 101                                | 157                      |
| LONG TERM                          | 1,109                             | .                                  | 1,109                    |
| <b>TOTAL LIABILITIES</b>           | <b>1,164</b>                      | <b>101</b>                         | <b>1,265</b>             |
| <b>FUND BALANCE:</b>               |                                   |                                    |                          |
| BEGINNING OF YEAR                  | 159,543                           | 36,959                             | 196,502                  |
| Y-T-D REVENUES                     | 6,658                             | 485,641                            | 492,299                  |
| Y-T-D EXPENDITURES                 | (96,212)                          | (488,818)                          | (585,029)                |
| <b>ENDING FUND BALANCE</b>         | <b>69,990</b>                     | <b>33,782</b>                      | <b>103,772</b>           |
| <b>TOTAL LIAB. &amp; FUND BAL.</b> | <b>\$ 71,154</b>                  | <b>\$ 33,884</b>                   | <b>\$ 105,038</b>        |

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2001**

|                                    | PROPRIETARY               |                           |                           |                                      |                             |                                 |                             | TOTAL<br>PROPRIETARY |
|------------------------------------|---------------------------|---------------------------|---------------------------|--------------------------------------|-----------------------------|---------------------------------|-----------------------------|----------------------|
|                                    | 401<br>WATER<br>OPERATING | 402<br>SEWER<br>OPERATING | 407<br>UTILITY<br>RESERVE | 408<br>89 UTILITY BOND<br>REDEMPTION | 410<br>SEWER CAP.<br>CONST. | 411<br>STORM SEWER<br>OPERATING | 420<br>WATER CAP.<br>ASSETS |                      |
| CASH                               | \$ 545                    | \$ 3,247                  | \$ 1,396                  | \$ 608                               | \$ 17,565                   | \$ 3,258                        | \$ 6,447                    | \$ 33,066            |
| INVESTMENTS                        | 41,033                    | 290,098                   | 628,681                   | 200,106                              | 1,619,290                   | 300,369                         | 570,712                     | 3,650,288            |
| RECEIVABLES                        | 34,509                    | 140,241                   | 9,195                     | 1,041,937                            | (2,019)                     | 84,144                          | -                           | 1,308,007            |
| FIXED ASSETS                       | 2,008,347                 | 8,711,402                 | -                         | -                                    | 330,538                     | 679,266                         | 318,599                     | 12,048,152           |
| OTHER                              | -                         | -                         | -                         | 8,015                                | -                           | -                               | -                           | 8,015                |
| <b>TOTAL ASSETS</b>                | <b>2,084,434</b>          | <b>9,144,988</b>          | <b>639,272</b>            | <b>1,250,665</b>                     | <b>1,965,374</b>            | <b>1,067,037</b>                | <b>895,758</b>              | <b>17,047,528</b>    |
| <b>LIABILITIES</b>                 |                           |                           |                           |                                      |                             |                                 |                             |                      |
| CURRENT                            | 19,834                    | 707,066                   | -                         | 397,522                              | 116,563                     | 19,618                          | 1,357                       | 1,261,959            |
| LONG TERM                          | 46,814                    | 23,958                    | -                         | 1,652,631                            | -                           | 17,279                          | -                           | 1,740,682            |
| <b>TOTAL LIABILITIES</b>           | <b>66,648</b>             | <b>731,024</b>            | <b>-</b>                  | <b>2,050,153</b>                     | <b>116,563</b>              | <b>36,897</b>                   | <b>1,357</b>                | <b>3,002,641</b>     |
| <b>FUND BALANCE:</b>               |                           |                           |                           |                                      |                             |                                 |                             |                      |
| BEGINNING OF YEAR                  | 2,185,156                 | 8,458,923                 | 602,869                   | (693,811)                            | 687,370                     | 916,592                         | 880,415                     | 13,037,514           |
| Y-T-D REVENUES                     | 618,958                   | 1,012,428                 | 36,403                    | 366,310                              | 2,103,734                   | 416,135                         | 554,922                     | 5,108,890            |
| Y-T-D EXPENDITURES                 | (786,328)                 | (1,057,387)               | -                         | (471,988)                            | (942,293)                   | (302,587)                       | (540,935)                   | (4,101,518)          |
| <b>ENDING FUND BALANCE</b>         | <b>2,017,786</b>          | <b>8,413,964</b>          | <b>639,272</b>            | <b>(799,488)</b>                     | <b>1,848,811</b>            | <b>1,030,141</b>                | <b>894,402</b>              | <b>14,044,887</b>    |
| <b>TOTAL LIAB. &amp; FUND BAL.</b> | <b>\$ 2,084,434</b>       | <b>\$ 9,144,988</b>       | <b>\$ 639,272</b>         | <b>\$ 1,250,665</b>                  | <b>\$ 1,965,374</b>         | <b>\$ 1,067,037</b>             | <b>\$ 895,758</b>           | <b>\$ 17,047,528</b> |

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2001**

|                                    | ACCOUNT GROUPS                         |                                     |                                  |                            | TOTAL             |
|------------------------------------|--|-------------------------------------|----------------------------------|----------------------------|-------------------|
|                                    | FIDUCIARY<br>631<br>MUNICIPAL<br>COURT | 820<br>GENERAL FIXED<br>ASSET GROUP | 900<br>GENERAL L-T<br>DEBT GROUP | TOTAL<br>ACCOUNT<br>GROUPS |                   |
| CASH                               | \$                                     | \$                                  | \$                               | \$                         | 296,262           |
| INVESTMENTS                        | .                                      | .                                   | .                                | .                          | 15,578,483        |
| RECEIVABLES                        | .                                      | .                                   | .                                | .                          | 1,383,728         |
| FIXED ASSETS                       | .                                      | 3,698,092                           | .                                | 3,698,092                  | 15,746,244        |
| OTHER                              | .                                      | .                                   | .                                | .                          | 8,015             |
| <b>TOTAL ASSETS</b>                | <b>.</b>                               | <b>3,698,092</b>                    | <b>.</b>                         | <b>3,698,092</b>           | <b>33,012,731</b> |
| <b>LIABILITIES</b>                 |  |                                     |                                  |                            |                   |
| CURRENT                            | 3,698                                  | .                                   | .                                | .                          | 1,743,018         |
| LONG TERM                          | .                                      | .                                   | .                                | .                          | 1,796,119         |
| <b>TOTAL LIABILITIES</b>           | <b>3,698</b>                           | <b>.</b>                            | <b>.</b>                         | <b>.</b>                   | <b>3,539,137</b>  |
| <b>FUND BALANCE:</b>               |  |                                     |                                  |                            |                   |
| BEGINNING OF YEAR                  | (5,180)                                | 3,698,092                           | .                                | 3,698,092                  | 21,880,058        |
| Y-T-D REVENUES                     | 68,515                                 | .                                   | .                                | .                          | 24,905,541        |
| Y-T-D EXPENDITURES                 | (67,032)                               | .                                   | .                                | .                          | (17,312,004)      |
| <b>ENDING FUND BALANCE</b>         | <b>(3,698)</b>                         | <b>3,698,092</b>                    | <b>.</b>                         | <b>3,698,092</b>           | <b>29,473,594</b> |
| <b>TOTAL LIAB. &amp; FUND BAL.</b> | <b>\$</b>                              | <b>\$</b>                           | <b>\$</b>                        | <b>\$</b>                  | <b>\$</b>         |
|                                    | <b>.</b>                               | <b>3,698,092</b>                    | <b>.</b>                         | <b>3,698,092</b>           | <b>33,012,731</b> |

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
BY FUND TYPE  
AS OF DECEMBER 31, 2001**

|                                    | GENERAL<br>GOVERNMENT | SPECIAL<br>REVENUE  | DEBT<br>SERVICE   | TOTAL<br>GOVERNMENTAL | PROPRIETARY          | FIDUCIARY      | ACCOUNT<br>GROUPS   | TOTAL<br>ALL FUND TYPES |
|------------------------------------|-----------------------|---------------------|-------------------|-----------------------|----------------------|----------------|---------------------|-------------------------|
| <b>ASSETS</b>                      |                       |                     |                   |                       |                      |                |                     |                         |
| CASH                               | \$ 35,056             | \$ 227,026          | \$ 1,113          | \$ 263,195            | \$ 33,066            | \$             | \$                  | \$ 296,262              |
| INVESTMENTS                        | 3,322,461             | 8,503,096           | 102,637           | 11,928,195            | 3,650,288            | .              | .                   | 15,578,483              |
| RECEIVABLES                        | 42,901                | 31,533              | 1,287             | 75,721                | 1,308,007            | .              | .                   | 1,383,728               |
| FIXED ASSETS                       | .                     | .                   | .                 | .                     | 12,048,152           | .              | 3,698,092           | 15,746,244              |
| OTHER                              | .                     | .                   | .                 | .                     | 8,015                | .              | .                   | 8,015                   |
| <b>TOTAL ASSETS</b>                | <b>3,400,418</b>      | <b>8,761,656</b>    | <b>105,038</b>    | <b>12,267,111</b>     | <b>17,047,528</b>    | <b>.</b>       | <b>3,698,092</b>    | <b>33,012,731</b>       |
| <b>LIABILITIES</b>                 |                       |                     |                   |                       |                      |                |                     |                         |
| CURRENT                            | 216,795               | 260,409             | 157               | 477,361               | 1,261,959            | 3,698          | .                   | 1,743,018               |
| LONG TERM                          | 27,164                | 27,164              | 1,109             | 55,437                | 1,740,682            | .              | .                   | 1,796,119               |
| <b>TOTAL LIABILITIES</b>           | <b>243,960</b>        | <b>287,573</b>      | <b>1,265</b>      | <b>532,798</b>        | <b>3,002,641</b>     | <b>3,698</b>   | <b>.</b>            | <b>3,539,137</b>        |
| <b>FUND BALANCE:</b>               |                       |                     |                   |                       |                      |                |                     |                         |
| BEGINNING OF YEAR                  | 1,963,424             | 2,989,705           | 196,502           | 5,149,632             | 13,037,514           | (5,180)        | 3,698,092           | 21,880,058              |
| Y-T-D REVENUES                     | 5,537,020             | 13,698,817          | 492,299           | 19,728,136            | 5,108,890            | 68,515         | .                   | 24,905,541              |
| Y-T-D EXPENDITURES                 | (4,343,986)           | (8,214,439)         | (585,029)         | (13,143,455)          | (4,101,518)          | (67,032)       | .                   | (17,312,004)            |
| <b>ENDING FUND BALANCE</b>         | <b>3,156,458</b>      | <b>8,474,083</b>    | <b>103,772</b>    | <b>11,734,313</b>     | <b>14,044,887</b>    | <b>(3,698)</b> | <b>3,698,092</b>    | <b>29,473,594</b>       |
| <b>TOTAL LIAB. &amp; FUND BAL.</b> | <b>\$ 3,400,418</b>   | <b>\$ 8,761,656</b> | <b>\$ 105,038</b> | <b>\$ 12,267,111</b>  | <b>\$ 17,047,528</b> | <b>\$</b>      | <b>\$ 3,698,092</b> | <b>\$ 33,012,731</b>    |