

Gig Harbor City Council Meeting



February 14, 2000

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
February 14, 2000

CALL TO ORDER:

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 the January 24 and February 8, 2000, City Council Meetings.
2. Correspondence / Proclamations:
 - a. Letter from Krystal Wood - Narrows Bridge.
 - b. Letter to the Mayor of Takuma, Japan.
 - c. Pierce County Regional Council.
3. Rosedale Street Improvement Project - Change Order No. 5.
4. Purchase Authorization - Equipment Trailer.
5. Purchase Authorization - Zero Turning-Radius Mower.
6. Contract Award - Springbrook Software.
7. Communications Maintenance Contract.
8. Approval of Payment of Bills for February 14, 2000:
Checks #24243 - 24351 for \$291,973.38. Check #24242 is Void.
9. Approval of Payroll for the month of January, 2000.
10. Special Occasion Liquor Licenses: GHHS Sports Boosters Navy League

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Burnham Drive Water Main Extension - Spadoni Easement Agreement.
2. Skateboard Park Construction - Bid Award.
3. Hilliard Sewer Request.
4. Agreement for Emergency Management.
5. Resolution of Appreciation - Councilmember Nick Markovich.
6. Resolution of Appreciation - Councilmember Corbett Platt.
7. Resolution - Additional Employee Benefits.
8. Resolution - Declaration of Surplus Property.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS / MAYOR'S REPORT:

STAFF REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.30.110(i). Action may be taken after the session.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JANUARY 24, 2000

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

CALL TO ORDER: 7:05 p.m.

Mayor Wilbert invited Scouts Matthew and Riley Ryan to lead the assembly in the Pledge of Allegiance.

PUBLIC HEARING:

First Amendment to the Pre-Annexation Agreement for Gig Harbor North. Mayor Wilbert opened this public hearing at 7:06 p.m. Mark Hoppen explained that this amendment to the Pre-annexation Agreement for Gig Harbor North to facilitate the connection to 25,000 gallons per day of existing city water storage if the participants agree to build the 16" waterline.

Mayor Wilbert asked if anyone in the audience wished to speak on the issue. No one came forward to speak and the public hearing was closed at 7:07 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 the January 10, 2000, City Council Meeting.
2. Correspondence / Proclamations:
 - a. PCRC - Appointments to the Executive Board and Operations Committee.
 - b. ESA Workshop for Elected Officials.
 - c. P.C. Law Endorsement and Fire Fighters Disability Board Mayoral Appointment.
 - c. Proclamation - Census 2000.
3. Amendment to Consultant Services Contract to Update the Comprehensive Water Plan.
4. Amendment to Consultant Services Contract to 38th Ave. Improvement Project.
5. Addendum to Expert Witness Contract - SCA Engineering.
6. Rosedale Street and Harborview Drive Street Lights Purchase.
7. Award of Official Newspaper.
8. Approval of Payment of Bills for December, 1999 and January 24, 2000:
Checks #24164 - 24207 for \$76,093.26. Checks #24208 - 24241 for \$120,007.37.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg/Ruffo - six voted in favor. Councilmember Young abstained.

OLD BUSINESS:

1. First Amendment to Pre-Annexation Agreement for Gig Harbor North. Mark Hoppen discussed this during the public hearing. David Skinner, Public Works Director, answered Councilmembers' questions about placement of the waterline.

MOTION: Move approval of the First Amendment to the Pre-Annexation Agreement for Gig Harbor North.
Picinich/Young - unanimously approved.

2. Second Reading of Ordinance - Donation from the Morris Foundation. Dave Rodenbach, Finance Director, presented this ordinance accepting a donation of \$15,000 for the purpose of enhancing the Borgen Property.

MOTION: Move to adopt Ordinance No. 837 accepting the donation of \$15,000 from the Morris Foundation.
Dick/Picinich - unanimously approved.

3. Second Reading of Ordinance - Donation to Skateboard Park. Dave Rodenbach presented this ordinance accepting a donation of \$100 from Donald Douglas for aiding in the construction of the skateboard park.

MOTION: Move to adopt Ordinance No. 838 accepting the donation of \$100 from Donald Douglas for the Skateboard Park.
Owel/Ekberg - unanimously approved.

4. Second Reading of Ordinance - Burnham Drive Rezone. Ray Gilmore, Planning Director, presented this recommendation from the Planning Commission to rezone three parcels along the west side of Burnham Drive from R-1 to B-2. He explained that the address of the property had been added to the ordinance since the last reading.

MOTION: Move to adopt Ordinance No. 839 as amended, regarding the rezone of the parcels on Burnham Drive opposite Puerto Vallarta Restaurant.
Ruffo/Picinich- unanimously approved.

5. Second Reading of Ordinance - Amendments to Chapter 17.07. Ray Gilmore presented this ordinance amending the enforcement procedures in the Zoning Code, eliminating the administrative appeal of a Notice of Violation, which could subject the violator to criminal prosecution.

MOTION: Move to adopt Ordinance No. 840 as presented.
Dick/Ruffo - unanimously approved.

NEW BUSINESS:

1. Resolution - Establish an Ad Hoc Committee for Development of the Borgen Property. Mayor Wilbert explained that she had several pictures and letters of interest from students and adults in the community wanting to participate in the planning of the Borgen Park. She added that she recommended the establishment of an Ad Hoc Committee for the development of the property. Councilmember Picinich said that he had been approached by the Fishermen's Club of Gig Harbor who would like to be included in the committee. Councilmember Ekberg said that the property had been purchased to allow the public process and encouraged the Mayor to involve as many people as possible.

Mark Hoppen assured Council that the recommendations of the Ad Hoc Committee would be coordinated with the update to the Comprehensive Parks Plan being done by the Planning Commission.

MOTION: Move to adopt Resolution No. 544 to establish an Ad Hoc Planning Committee to gather ideas for development and use of the City Park at Borgens Corner for presentation to the Planning Commission in their development of the Parks and Recreation Plan.
Owel/Ruffo - unanimously approved.

2. Resolution - Support for Short Term Funding as a Result of I-695. Mayor Wilbert explained that at the last Cities and Towns Meeting, this resolution urging the 2000 Legislature to provide sufficient short-term funding to cities and counties to replace the funds lost as the result of I-695 was discussed. She asked for a motion in support of this resolution.

MOTION: Move to adopt Resolution No. 545.
Picinich/Dick - unanimously approved.

3. Election of Mayor Pro Tem. Mayor Wilbert recommended that Councilmember John Picinich be appointed as Mayor Pro Tem.

MOTION: Move that we approve the election of John Picinich as Mayor Pro Tem for 2000.
Ruffo/Owel - unanimously approved.

4. Appointment to Planning Commission. Mayor Wilbert explained that the election of Mark Robinson to the City Council left a vacancy on the Planning Commission. She added that she had received two letters of interest and recommended that Jim Pasin, a resident and business owner on the West Side, be appointed to the Planning Commission.

MOTION: Move to appoint Jim Pasin for the remainder of the six-year term on the City of Gig Harbor Planning Commission.
Picinich/Ruffo - unanimously approved.

5. Appointments to Design Review Board. Mayor Wilbert presented this recommendation to re-appoint Lita Dawn Stanton and appoint Bill Reed to the Design Review Board for two-year terms.

MOTION: Move to reappoint Lita Dawn Stanton and appoint Bill Reed to serve two-year terms on the Gig Harbor Design Review Board.
Dick/Picinich - unanimously approved.

6. Pro-Tem Hearing Examiner Contract. Ray Gilmore, Planning Director, explained that there is a need for a Pro Tem Hearing Examiner as there are upcoming public hearings that pose an appearance of fairness issue for the current Hearing Examiner. He gave a

brief background and recommended approval of the contract with John Wallace. Councilmember Dick asked about hiring locally. Mr. Gilmore explained that approximately one year ago, the city went through a selection process for other Hearing Examiner Pro Tems, and the applications that were received were all from the Seattle/Bellevue area. Councilmember Owel commented that Mr. Wallace's affiliation with Ogden Murphy & Wallace could also be perceived as a conflict of interest. Carol Morris, Legal Counsel, addressed this concern. She said that because Ogden Murphy & Wallace was not the city's attorney, and that John had been retired from the firm for two years, she didn't feel that there would be any pending projects affected. She then recommended hiring John Wallace, as she did not know anyone in the Pierce County area with his experience in handling land use issues.

MOTION: Move to approve the contract to retain John Wallace as the Hearing Examiner Pro Tem.
Ekberg/Picinich - unanimously approved.

PUBLIC COMMENT/DISCUSSION:

John Meyers - 8015 Mitts Lane. Mr. Meyers asked about the relocation of City Hall to the property on Grandview Street. He asked where Henderson Bay Alternative School might be moved. Councilmember Young said that he understood that the school had not found a suitable location, but the discussion was currently taking place.

COUNCIL COMMENTS / MAYOR'S REPORT:

Selection of the Council Advisory Committees. Mayor Wilbert went over the makeup of the list of committees that was developed from the information received after her request for participation at the last meeting.

Councilmember Dick asked Mark Hoppen, City Administrator, to draft a resolution thanking the two departing Councilmembers, Nick Markovich and Corbett Platt, for their many years of problem solving and service to the city. Mr. Hoppen said he would draft resolutions for the next meeting. He then said that he was working on a plaque to be hung in the council chambers listing all past Mayors and Councilmembers. Mayor Wilbert said that Maureen Isaman, Utility Clerk, has put together a history of the city, which will supply the information for the plaque.

Councilmember Robinson introduced John Meyers, President of PNA, and asked him to give a brief presentation on their effort on the upcoming lawsuit on the Narrows Bridge. Mr. Meyers said that the hearing was scheduled for 2:00 p.m. this Friday at the Thurston County Superior Court, and that the judge would be giving his decision on the request for dismissal of the lawsuit.

STAFF REPORT:

1. Finance Department - Quarterly Report. Dave Rodenbach, Finance Director, presented the year-end report for 1999 and said that all funds in all departments were within budget. He said that revenues in the General Fund again exceeded what was expected and that fund balances are up a bit this year. He added that in regards to the presentation

regarding the Court consolidation, he said that information had been prepared and that Court staff was reviewing it. He requested that the presentation to council be postponed until the second meeting in February, when the Judge was available. Mark Hoppen explained that this delay would not have a negative effect on the proposals related to the Henderson Bay property, but any further delays could have a negative effect.

2. GHPD - December Statistics. Lt. Bill Colberg gave a brief report on the three armed robberies experienced in December and the efforts of the officers to be more visible during the holiday shopping season. He then answered questions.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Special Council Meeting - January 31st, 6:00 p.m. - Open Public Meetings Act Requirements.

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.30.110(i).

MOTION: Move to adjourn to executive session at 7:55 p.m. for approximately 30 minutes.
Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 8:15 p.m.
Picinich/Ruffo - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:15 p.m.
Picinich/Ekberg - unanimously approved.

Cassette recorder utilized.
Tape 555 Side A 325 - end.
Tape 555 Side B 000 - end.
Tape 555 Side A 000 - 192.

Mayor

City Clerk

DRAFT

SPECIAL GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 8, 2000

PRESENT: Councilmembers Ekberg, Robinson, Owel, Dick, Picinich, Ruffo and Mayor Wilbert. Councilmember Young was absent.

CALL TO ORDER: 5:37 p.m.

NEW BUSINESS:

1. Possible Consideration of Hearing Examiner's Contracts. Carol Morris, Legal Counsel, requested that this agenda item be postponed until after the Executive Session.

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30.110(i).

MOTION: Move to adjourn to executive session at 5:40 p.m. for approximately 45 minutes.
Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 6:05 p.m.
Dick/Picinich - unanimously approved.

MOTION: Move to authorize Ogden Murphy & Wallace to examine and find out whether it is important to file a lawsuit and to determine the administrative and judicial actions that are appropriate and that action be taken tomorrow if it becomes necessary.
Dick/Ruffo - unanimously approved.

1. Possible Consideration of Hearing Examiner's Contracts. No discussion occurred, and no action was taken.

ADJOURN:

MOTION: Move to adjourn at 6:07 p.m.
Picinich/Owel - unanimously approved.

Cassette recorder utilized.
Tape 556 Side A 193 - 218.

Mayor

City Clerk

12 January, 2000

Krystal Wood
4527 E B St.
Tacoma, WA 98404

RECEIVED

JAN 31 2000

CITY OF GIG HARBOR

Mayor Wilbert
3105 Judson St.
Gig Harbor, WA 98335

Dear Mayor Wilbert;

As a concerned citizen of the greater Puget Sound area, I am worried about the traffic challenge on the Narrows Bridge. A solution that I found was to start a passenger only ferry run from the city of Gig Harbor to the city of Tacoma. In researching the number of estimated people crossing the bridge in the near future, a second bridge will also not be enough to sustain the number of commuters. A third bridge will soon be needed.

While looking into this matter I found a solution. By having a ferry run that leaves downtown Gig Harbor and comes into the Point Defiance dock, much bridge traffic would be diverted. By offering a ferry run that will bring many new visitors to your city, the city and local businesses will reap in the benefits.

As I was researching I found that you were also concerned with a safe route to exit Gig Harbor in the case of any natural disaster that could happen. With the addition of a passenger only ferry that goes into the city of Tacoma with bus transportation already in place, this offers a quick and easy alternative to the commute across the bridge.

The city of Gig Harbor is facing a problem of finding a place to park all of the expected vehicles. I am hoping that in our interview that we could come up with possible solutions to this problem.

Although, this is a school project I am very concerned with this issue. We would appreciate a timely response regarding our ideas.

Sincerely,

Krystal Wood

Krystal Wood
Bellarmine Prep



City of Gig Harbor. The "Maritime City"

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

February 3, 2000

Honorable Mayor Tadashi Yokoyama
Takuma Town Office
1338-13 Takuma, Takuma-cho, Mitoyo-gun
Kagawa-ken, 769-1101, JAPAN

Dear Mayor Yokoyama:

It was a pleasure and a surprise to receive your sincere greeting during our recent Christmas and New Year Holidays. We hope the New Year will be a time to renew our effort to organize our part of a continuing visitation for your students and ours. I anticipate forming a committee with the volunteer leadership of our long time resident, Yasuko Wada.

An invitation will be extended to our community for anyone interested in joining a Sister City partnership with Takuma. We look forward to creating a lasting friendship.

Four citizens from Gig Harbor are delivering this letter to you personally. Students Emily Louise Dicke Robinson and Kelly Regaldo are accompanied by two teachers, Gil Le Francois and Stephanie Glenn. These memorable visits will establish the foundation for a lasting Sister City association.

I regret this letter has been so long in coming. We need to be sure of community support. The City Council will support an enthusiastic citizenry.

Thank you for all your visits to our city by your students, teachers and government representatives. It is my hope that more of our students will travel to enjoy your families and customs in Takuma through a Sister City program.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

C: Yasuko Wada
City Councilmembers
Midori Johnson
Joe Kosai



City of Edgewood

(253) 952-3299 Fax: (253) 952-3537

2221 Meridian East, Edgewood, Washington 98371-1010

Rose Hill
Mayor

TO: Pierce County Executive and Councilmembers
Pierce County Cities and Towns Mayors and Councilmembers
Pierce County Regional Council Ex-Officio Members

Jerry DeVore
Deputy Mayor

FROM: Councilmember TD Faherty, President, Pierce County Regional Council

SUBJECT: General Assembly Meeting

Mike Kelley, Jr.
Councilmember

It is my privilege as the new President of the Pierce County Regional Council, to personally invite each of you to attend our General Assembly Meeting to be held in the University Place City Hall, on February 17, 2000. Refreshments will be available. The RCC has been requested to broadcast the meeting on Channel 28.

John Powers
Councilmember

The annual General Assembly meeting is held in accordance with PCRC By-Laws. It is an excellent opportunity to participate in discussions with neighboring communities concerning issues of growth management affecting the quality of life for us all in Pierce County. I encourage you to invite your City Manager/Administrator and also your Growth Management Coordinating representative.

Sandy Schulz
Councilmember

The program will include a presentation of the PCRC Work Program for the year 2000 by Chip Vincent. We have invited George Walk and Randy Lewis to give us Legislative Update. Also, we will hear the latest from Debbie Hyde, Special Projects Coordinator, Pierce County, concerning the Endangered Species Act.

T.D. Faherty
Councilmember

We will act on amendments to the PCRC By-Laws and Interlocal Agreement as presented by Mayor Janda Volkmer, Town of Steilacoom.

Randy Fetters
Councilmember

With so many high impact issues before the people of Pierce County and their governing bodies, I strongly urge you to attend this General Assembly meeting and to regularly attend the monthly meetings as well. I look forward to seeing you all.

Henry J. Lawrence, Jr.
City Manager

**PIERCE COUNTY REGIONAL COUNCIL
GENERAL ASSEMBLY MEETING**

Thursday, February 17, 2000

6:30 p.m. - Refreshments

7:00 p.m. - Call To Order

**City of University Place
University Place City Hall
3715 Bridgeport Way West
University Place, Washington 98466**

1. **Welcome** 7:00 p.m.
Lorna Smith, Mayor, City of University Place
2. **Introduction/Roll Call of Cities** 7:05 p.m.
*Terry Faherty, PCRC President and Councilmember,
City of Edgewood*
3. **Endangered Species Act Update** 7:15 p.m.
Debby Hyde, Special Projects Coordinator, Pierce County
4. **PCRC Work Program for 2000** 7:30 p.m.
Chip Vincent, Pierce County Planning & Land Services
5. **Amendments to the PCRC By-laws and Interlocal Agreement** 7:45 p.m.
*Janda Volkmer, Mayor, Town of Steilacoom
Linda Bird, Councilmember, City of University Place*
6. **Legislative Update** 8:05 p.m.
*George Walk, Pierce County Government Relations
Randy Lewis, City of Tacoma Government Relations*
7. **Closing** 8:20 p.m.
Terry Faherty



TACOMA NARROWS BRIDGE

JACKSON EXIT

JACKSON EXIT

HIGHWAY 16

16

6TH AVENUE



19TH

WASHINGTON MUTUAL BANK



TACOMA MALL

PARKING

37TH STREET

PARKING

CITY HALL

40TH

GRANDVIEW

BRIDGEPORT HIGHFIELD

CURTIS JR HIGH

CURTIS HIGH SCHOOL

ELFRE

CIRQUE

56TH

56TH

15
16
15
FREWAY
15
FREWAY

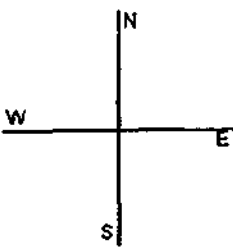
Directions to City Hall

Coming from the North or the South on I-5:

Head towards Tacoma on I-5. Once you are in the Tacoma area, take the 56th Street West exit. Head West on 56th street for 5 or more miles and several lights. Take a right on Bridgeport Way. Go through two lights. Soon thereafter, turn right on 37th into Windmill Village (3715 Bridgeport Way W.). There is a Windmill in the complex and we are next door to Mama Stotini's restaurant. You've gone too far if you see a big yellow building and a Denny's restaurant on your right.

Coming from Gig Harbor on Highway 16:

Take the first exit after crossing the Narrows Bridge. This exit is called Jackson Ave. Head South on Jackson for two or more miles and several lights. Jackson will eventually become Bridgeport Way West. Soon after passing Denny's on your left, turn left on 37th into Windmill Village (3715 Bridgeport Way W.). There is a Windmill in the complex and we are next door to Mama Stotini's restaurant. You've gone too far if you come to the 40th and Bridgeport intersection.



**PIERCE COUNTY REGIONAL COUNCIL
RECOMMENDATION ON THE 2000 WORK PROGRAM
TO THE GENERAL ASSEMBLY
February 17, 2000**

Growth Management Coordinating Committee (GMCC)

- A. Develop new County-Wide Planning Policies on:
 - 1. Open Space.
 - 2. Joint Planning.
- B. 2000 UGA/USA amendments to the Pierce County Comprehensive Plan.
- C. Implement Buildable Lands legislation.

Transportation Coordinating Committee (TCC)

- A. Review application process and forms for Surface Transportation Planning funding.
- B. Discuss policies by which local TEA-21 funding is distributed countywide.
- C. Update the Transportation Element of the County-Wide Planning Policies for consistency with VISION 2020.
- D. Review significant regional projects in Pierce County and develop ongoing strategy by which the PCRC may lobby for their implementation.

Salmon Coordinating Committee (SCC)

- A. Develop additional new County-Wide Planning Policies for conservation of Natural Resources, Open Space and Protection of Environmentally-Sensitive Lands.
- B. Develop strategy to respond to the Endangered Species listing.
- C. Provide forum for identifying solutions.
- D. Provide forum to compare services and tasks.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
SUBJECT: ROSEDALE STREET IMPROVEMENT PROJECT (F.A. PROJECT NO. STP US-TA96 (235), CONTRACT NO. TA-0851, CSP 9800) - CHANGE ORDERS NO. 5
DATE: FEBURARY 2, 2000

INTRODUCTION/BACKGROUND

On June 14, 1999 Council authorized award of the subject construction contract to Harlow Construction Company, Incorporated. Construction started on July 12, 1999.

Change Order No. 5 is for a change in the contract award letter that defined the Disadvantaged Business Enterprise (DBE) requirements for the Project. During the construction of the project Harlow Construction utilized cost saving measures related to the use of on site material for various backfill throughout the project in place of exporting and importing material. This reduction in haul quantity reduced the amount of haul required by the assigned DBE subcontractor Stowe Construction Company, Inc. To maintain the required DBE goal on this project, Harlow Construction utilized Buckey Nursery and A.C.E. Surveying as DBE subcontractors. The Federal Guidelines require any change to the DBE Utilization must be processed through a change order that contains both the prime contractor and the reduced DBE subcontractor signatures.

Council approval is requested to execute Change Order No. 5 as outlined above.

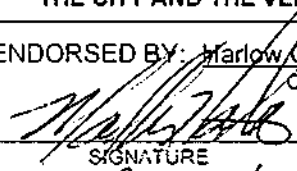
POLICY/FISCAL CONSIDERATIONS

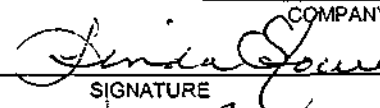
This change order is necessary to comply with the Federal DBE Guidelines. This change order will not change the contract amount.

RECOMMENDATION

I recommend Council authorize execution of Change Orders No. 5 for the Rosedale Street Improvement Project, F.A. No. STP US-TA96(235), Contract No. TA-0851, CSP 9800).

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

| | | |
|--|---|------------------------------|
| Sheet <u>1 of 2</u> | CHANGE ORDER | Change Order Number <u>5</u> |
| Date <u>12/21/99</u> | <u>Rosedale Street Improvement Project</u> | |
| <input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input checked="" type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR. | CONTRACT NO.: <u>TA-0851</u> | |
| FEDERAL AID NO.: <u>STP US-TA96 (235)</u> | | |
| ENDORSED BY: <u>Harlow Construction Co., Inc.</u> <small>COMPANY NAME</small>  <u>1-7-2000</u> <small>SIGNATURE DATE</small> TITLE: <u>President</u> | TO: <u>Harlow Construction Co., Inc.</u> <u>3057 Soundview Court</u> <u>Gig Harbor, WA. 98335</u> | |
| Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT DATE</small> | | |

| | |
|--|--|
| ENDORSED BY: <u>Stowe Construction Co., Inc.</u> <small>COMPANY NAME</small>  <u>1-17-00</u> <small>SIGNATURE DATE</small> TITLE: <u>President</u> | TO: <u>Stowe Construction Co., Inc.</u> <u>4224 Sumner Tapps Hwy East</u> <u>Sumner, WA. 98390</u> |
| Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT DATE</small> | |

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR BY VERBAL APPROVAL BY THE ENGINEER HAS PERFORMED THE FOLLOWING WORK AS DISCRIBED BY THIS CHANGE ORDER:

- BACKGROUND
- The existing Conditions of Award letter include the use of DBE as follows:
 - TYEE Concrete Inc.: Concrete Work \$118,430
 - TAK Petroleum: Asphalt Supplier to Woodworth and Company, Inc. \$17,600
 - STOWE Construction Inc.: Dump trucking \$30,000

The total DBE Goal for this project from the above subcontractors is \$166,030.00.

Please see attached correspondence to Harlow Construction dated September 22, 1999 for additional background information.

CHANGE REQUESTED

Reduce STOWE Construction Company, Inc. DBE utilization goal to \$8,109.78


Rosedale Street Improvement Project
 Contract No.: TA-0851
 Federal Aid Project No.: STP US-TA96 (235)
 Change Order No. 5

Add A.C.E., Inc. as a DBE in the amount of \$17,640.00 for bid Item #68 Licensed Surveying

Add Buckley Nursery Company Inc. as a DBE in the amount of \$44,358.00 for the bid items
 #30 Soldier Pile Wall Facing
 #45 Root Barrier
 #46 Styrax Japonica Trees
 #48 Sod Installation
 Change Order #4 Keystone Block Wall

- The Net Change from the above modifications to the DBE Utilization is an increase in DBE utilization of \$40,107.78 for a total project DBE Utilization of \$206,137.78

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

| | | | |
|---|---|---|--|
| ORIGINAL CONTRACT AMOUNT \$ <u>1,237,570.20</u> | CURRENT CONTRACT AMOUNT \$ <u>1,255,743.20</u> | NET CHANGE THIS ORDER \$ <u><0.00></u> | CONTRACT TOTAL AFTER CHANGE <u>1,255,743.20</u> \$ <u>1,255,743.20</u> |
| <input checked="" type="checkbox"/> APPROVAL RECOMMENDED:  PUBLIC WORKS DIRECTOR | <input type="checkbox"/> APPROVED: DATE | <input type="checkbox"/> APPROVAL RECOMMENDED: | <input type="checkbox"/> APPROVED: CITY ADMINISTRATOR |
| <input type="checkbox"/> APPROVED: _____ MAYOR | | DATE: _____ | |

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



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR DRS
SUBJECT: PURCHASE AUTHORIZATION – EQUIPMENT TRAILER
DATE: FEBRUARY 9, 2000

INTRODUCTION/BACKGROUND

Replacement of the City's 1972 equipment trailer was budgeted for in 2000. Price quotations for the equipment trailer (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>Respondent</u> | <u>Unit Price</u> | <u>Sales Tax</u> | <u>Total</u> |
|---------------------------------|-------------------|------------------|--------------|
| Western Power and Equipment | \$ 11,500.00 | \$ 920.00 | \$ 12,420.00 |
| Smith Tractor and Equipment Co. | \$ 13,100.00 | \$ 1,048.00 | \$ 14,148.00 |
| NC Machinery | \$ 15,180.00 | \$ 1,214.40 | \$ 16,394.40 |

The lowest price quotation received was from Western Power Equipment of Auburn, in the amount of \$12,420.00, including state sales tax.

ISSUES/FISCAL IMPACT

Budgeted funds are available for purchase of the equipment trailer.

RECOMMENDATION

Staff recommends that Council authorize purchase of the equipment trailer from Western Power and Equipment, as the lowest responsible respondent, for their price quotation proposal amount of twelve thousand four hundred twenty dollars and no cents (\$12,420.00), including state sales tax.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DES*
SUBJECT: PURCHASE AUTHORIZATION - LAWN MOWER
DATE: FEBRUARY 9, 2000

INTRODUCTION/BACKGROUND

Purchase of a zero turning radius lawn mower with catcher was budgeted for in the year 2000. Price quotations for the lawn mower (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>Respondent</u> | <u>Unit Price</u> | <u>Sales Tax</u> | <u>Total</u> |
|------------------------------|-------------------|------------------|--------------|
| Kitsap Farm Garden & Tractor | \$ 7,747.66 | \$ 635.31 | \$ 8,382.97 |
| Sumner Tractor & Equipment | \$ 7,990.00 | \$ 671.16 | \$ 8,661.16 |
| Zvono Tractor & Equipment | \$ 8,400.00 | \$ 663.60 | \$ 9063.60 |

The lowest price quotation received was from Kitsap Farm Garden & Tractor, in the amount of \$8,382.97, including state sales tax.

RECOMMENDATION

Staff recommends that Council authorize purchase of the zero turning radius mower from Kitsap Farm Garden & Tractor, as the lowest responsible respondent, for their price quotation proposal amount of eight thousand three hundred eighty-two dollars and ninety-seven cents (\$8,382.97), including state sales tax.



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
SUBJECT: CONTRACT AWARD - SPRINKBROOK SOFTWARE
DATE: FEBRUARY 9, 2000

BACKGROUND

Our current DOS-based financial system is archaic/obsolete. As technology advances the system becomes increasingly unstable. As a result, we included a budget objective in the amount of \$120,000 to upgrade or replace our current financial system in 2000.

We identified nine (9) vendors who had potential to fulfill our needs. We submitted a request for proposal (RFP) to each of the following vendors: Caselle, Creative Computer Solutions, Inc., Bi-Tech Software, Inc., Mirasoft, Inc., American Fundware, Data West Corporation, American Data Group, Eden Systems, Inc., and The Springbrook Software Company. We received 5 responses to our RFP. Of these 5 responses only 2 vendors, Eden Systems, Inc. and The Springbrook Software Company, were marketing systems that were responsive to the specifications in the RFP.

POLICY CONSIDERATIONS

The City has used Eden Systems products for 10 + years. Over the last few years Eden's product support and quality has eroded. Eden also does not expect to have a utility billing application available until later in the year. In addition to our own experiences with Eden, we spoke with a city currently using a newer Eden product. The response was comparable to our previous experience with Eden.

Springbrook Software is an applications solution provider specializing in local government and special districts. Springbrook is located in Portland, OR, and has several clients in Washington. Recently, the Cities of Mill Creek and Port Townsend converted from Eden Systems to Springbrook. Inquiries of each City revealed that both were satisfied with their selections.

FISCAL CONSIDERATIONS

The price quoted by Eden (not including utility billing application) was \$75,810.60. The utility billing application is expected to cost around \$30,000. The Springbrook Software Company quote (including utility billing application) was \$103,259.

RECOMMENDATION

Staff recommends that Council authorize award and execution of the Software License Agreement in the amount of \$103,259 and the related Software Maintenance Agreement contract to The Springbrook Software Company.

SPRINGBROOK SOFTWARE SOFTWARE LICENSE AGREEMENT

PARTIES:

LICENSOR:

Springbrook Software, Inc., an Oregon corporation
720 S.W. Washington Street, Suite 330
Portland, OR 97205
Ph. (503) 973-7750
Fax (503) 973-7760
Email: info@springbrooksoftware.com

LICENSEE:

CITY OF GIG HARBOR
3105 JUDSON STREET
GIG HARBOR, WA 98335

EFFECTIVE DATE: _____

AGREEMENT:

1. **Grant of License.** This Software License Agreement grants Licensee a nonexclusive license to copy and distribute internally the current version of the Software available at the time of purchase and related end-user materials in support of Licensee's use of the Software, as set forth below. As used in this Agreement the "Software" refers to the version of the Springbrook Software, Inc. software packages and/or applications available as of the time of purchase, in any form, and includes: 1) any future modifications, enhancements or additions to the Software; 2) any modification, enhancement or addition to the Software developed specially for Licensee's use; 3) user manuals, copies, modifications, enhancements, revisions, or updates thereof; and 4) diskettes, tapes and other magnetic media on which the Software is recorded or copied and accompanying user documentation and other related end-user materials (the "User Materials"). Licensee's license and right pursuant to this Agreement is limited to those specific Applications of the Software for which Licensee has paid License Fees as indicated on Attachment A. Licensor grants Licensee a nonexclusive license to use the Software in machine-readable, object code form only, to:
 - a. Install the Software on computers that Licensee owns or leases;
 - b. Use and execute the Software for purposes of serving Licensee's internal needs;
 - c. In support of Licensee's authorized use of the Software, physically transfer the Software from one of Licensee's computers to another; store the Software's machine-readable instructions or data on a temporary basis in main memory,

extended memory, or expanded memory of such computers as necessary for such use; and transmit such instructions or data through Licensee's computers and associated devices.

Licensee agrees that Licensee and Licensee's employees will not assign, sublicense, transfer, pledge, lease, rent, or share Licensee's rights under this License Agreement with any third party. Licensee agrees that Licensee and Licensee's employees may not reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software.

Licensor agrees to house the latest release of the Software (containing source code) with the president or designate of the National User Group for safekeeping. As of the Effective Date the latest release is housed with Judith Cole, National User Group President, at the City of Turner, Oregon.

2. **Proprietary Protection; Non-disclosure.** Licensor shall have sole and exclusive ownership of all right, title and interest in and to the Software and User Materials, all copies thereof, and all related material generated from the Software including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted herein. This Agreement does not provide Licensee with title or ownership of the Software, but only a right of limited use. Licensee may only copy the written materials accompanying the Software for use by Licensee.

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Licensor shall treat all Licensee's data provided by or disclosed by Licensee in confidence and shall not use, copy, or disclose, nor permit any of its employees to use, copy, or disclose Licensee's data for any purpose other than those necessary for the performance of Licensor's obligations under this Agreement or any other agreement between the parties.

3. **License Fees.** The License Fees paid by Licensee are paid in consideration of the License granted under this Agreement. The License Fees shall be in the amount(s) invoiced, and in accordance with the payment schedule listed in Attachment A. Services covered by the License Fees do not include Installation, Set-Up, Training, Customization, Maintenance, Support or Data Conversion from Licensee's existing system. License Fees are due upon contract signing or as agreed in a separate installment note. If the license fees are paid through an installment note, any default under the terms of said note will constitute default by Licensee under this Agreement, entitling Licensor to terminate this Agreement. All fees paid hereunder are nonrefundable and will be forfeited in the event of cancellation or termination except as specifically provided in Sections 9 and 10 of this Agreement.
4. **Installation, Data Conversion and Training Charges.** Any installation, data conversion or training services provided by Licensor shall be charged per Attachment A – schedule of fees, and are in addition to the License Fees. Training services include both on-site, off-site and telephone training. License Fees do not include travel (including travel time one way) and living expenses for installation and training; on-site support, installation or training; file and data conversion costs; consulting services; shipping charges; or the costs of any recommended hardware. Licensee agrees to pay such fees and costs, when and as the services are rendered and the expenses incurred. Licensor shall provide supporting documentation for all such services and expenses upon Licensee's request.
5. **Licensee's Cooperation.** Licensee acknowledges that successful installation, implementation and use of the Software cannot be accomplished by Licensor's efforts alone, and requires substantial effort and cooperation by Licensee. Both Licensor and Licensee shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, and shall at all times afford each other reasonable access to information and facilities.
6. **Term; Default; Opportunity to Cure.** This Agreement is effective as of the Effective Date and shall continue until terminated. If Licensee discloses or transfers possession of any copy or merged portion of the Software to another party, or to a computer other than those owned or leased by Licensee, the License shall automatically terminate. The License will also terminate upon default by either party under any term or condition of this Agreement. A party shall be considered in default if the party, 30 days after written notice from the other party identifying a specific failure to comply with any term or condition contained herein (including without limitation Licensee's failure to pay any fees or charges due under this Agreement or any related Software Maintenance Agreement or Service Agreement, or Licensor's breach of the limited warranty provided in Section 9), has not cured such failure or breach. Upon termination of the License, Licensee shall return to Licensor the Software together with all copies and merged portions in any form and User Materials and related documentation.

7. **Modifications.** Licensee agrees to pay an hourly rate (see Attachment A for rates and/or bids) based on Licensor's regular schedule of fees or on a bid basis for any modifications to the Software made by Licensor at the Licensee's written request. No modifications will be made to the Software until the base system is installed and all License Fees have been paid.
8. **Support and Maintenance.** Support and maintenance of the Software is not included in this Agreement but is purchased through a separate Software Maintenance Agreement.
9. **Limited Warranty and Exclusions.** LICENSOR WARRANTS THAT IT HAS TITLE TO THE SOFTWARE AND THAT IT HAS AUTHORITY TO GRANT THIS LICENSE TO LICENSEE. LICENSOR ALSO WARRANTS THAT, FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM THE DATE OF LICENSOR'S INITIAL INSTALLATION OF THE SOFTWARE AT THE LICENSEE'S SITE, THE SOFTWARE WILL FUNCTION IN CONFORMITY WITH THE DESCRIPTION, SPECIFICATIONS AND DOCUMENTATION PROVIDED (SEE ATTACHMENT B). LICENSOR MAKES NO WARRANTY REGARDING THE USABILITY OR CONVERTABILITY OF ANY OF LICENSEE'S PRE-EXISTING DATA. ANY DEFECTS FOUND IN THE SOFTWARE WILL BE REPAIRED IN A REASONABLE TIME PERIOD (as described in Attachment A of Software Maintenance Agreement) AND UNDER THE TERMS AND CONDITIONS OF THIS WARRANTY. LICENSEE AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LICENSOR AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS, OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE. NO ACTION AGAINST LICENSOR FOR BREACH OF THIS LIMITED WARRANTY MAY BE COMMENCED MORE THAN 60 DAYS AFTER EXPIRATION OF THE WARRANTY PERIOD STATED IN THIS SECTION 9.
10. **Limitation of Remedies and Liability; Exclusion of Consequential Damages.** The cumulative liability of Licensor to Licensee for all claims relating to the Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of the License Fees paid to Licensor for the relevant Application(s) of the Software. Licensor's liability for breach of warranty exists only during the warranty period set forth in Section 9. In no event shall Licensor be liable for any consequential, indirect, special or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), whether arising out of contract, tort, warranty or otherwise, even if Licensor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other

remedies, and applies to claims pursuant to the limited warranty created under this Agreement.

11. **Governing Law; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington as it applies to a contract made and performed in such state, regardless of the place of execution or performance. Any action brought by either party hereunder may only be brought in the Pierce County Court in the State of Washington, or any state court in the State of Washington.
12. **Severability.** If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
13. **Entire Agreement; Licensor and Licensee Representations.** This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supercedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly stated herein are binding on either party (except as noted in the response to the City of Gig Harbor's Request for Proposals dated December 15, 1999 and is included in this agreement as Attachment C). Licensee represents and warrants that it has conducted its own due diligence investigation of all facts material to this transaction, that it possesses all information and expertise and capacity necessary to conduct such investigation, and that it possesses sufficient technical and accounting expertise and capacity (including sufficient mastery of the principles of fund accounting) to use the Software for its intended purpose.
14. **Modification.** The terms of this Agreement may only be modified or expanded between the parties or their agents before or after execution of this Agreement shall added to by a written agreement executed by the parties. No oral communication is binding upon either party unless the parties expressly agree in writing to the terms of such communication.
15. **Insurance.** During the term of this Agreement Licensor shall maintain an appropriate amount of insurance against personal injury and property damage caused by Licensor's employees while upon Licensee's premises, and shall provide to Licensee certificates of such insurance upon Licensee's request.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

LICENSEE

By *Marilyn C. [Signature]*

By _____

Title: *V.P. Marketing*

Title: _____

Date: *2-9*, 20*00*

Date: _____, 20__

**ATTACHMENT A
SCHEDULE OF FEES**

Attachment A is a checklist showing which products & services Licensee has purchased and the amount charged for each, the current cost for other services, and a schedule of payments. By signing the Attachment, Licensee is agreeing to the schedule of fees for the duration of the implementation.

| <u>SOFTWARE:</u> | <u>Price</u> | <u>1st yr maint.</u> |
|---|-----------------------------|---------------------------------|
| Finance Suite | \$ 9,500 | \$ 997 |
| General Ledger | | |
| Accounts Payable | | |
| Budgeting | | |
| Bank Reconciliation | | |
| Payroll | \$ 8,000 | \$ 840 |
| Project Management | \$ 5,000 | \$ 525 |
| Utility Billing | \$ 11,000 | \$ 1,208 |
| Special Assessments/LIDs | \$ N/A | |
| Accounts Receivable | \$ 5,000 | \$ 525 |
| Fixed Assets | \$ 4,000 | \$ 420 |
| Business Licenses | \$ 4,500 | \$ 472 |
| Central Cash Management | \$ 4,500 | \$ 472 |
| Less Multiple Application Discount | - 5,000 | |
| Meter Reading Interface | <u>See Services below</u> | <u>\$ 210</u> |
| Sub-Total: | \$ 46,500 | \$ 5,669 |
| | | |
| Database Manager | | |
| Server_10_(no. of users) @ 300/ea | \$ 3,000 | \$ 750 |
| Client_10_(no. of users) @ 250/ea | \$ 2,500 | \$ 625 |
| Report Writer | \$ 1,000 | \$ 250 |
| Sub-total: | \$ 6,500 | \$ 1,625 |
| | | |
| Services | | |
| Data Conversion (client must provide data in readable format) | \$ | |
| Training & Implementation | \$ 18,000 | |
| Set up Services | \$ 4,500 | |
| Implementation Management | \$ 10,400 | |
| Custom Modifications | | |
| Bills | \$ 500 (as selected in IPS) | |
| Past Dues | \$ 500 (as selected in IPS) | |
| Meter Interface | \$ 2,000 (standard Sensus) | |
| Sewer Rates | \$ 1,500 (12 hours) | |
| Sub-total: | \$ 37,400 | |

Attachment A, cont'd:

Hardware/Other Software

| | |
|--------------------------------|-----------------|
| Scanner(s) | \$ 1,500 |
| Azalea Software | \$ 150 |
| PostalSoft | \$ 3,000 |
| Printer-Axiom with auto cutter | \$ 565 |
| Cash Drawer | <u>\$ 350</u> |
| Sub-Total: | \$ 5,565 |

PROJECT TOTAL: \$103,259

Attachment A, cont'd:

SERVICES:

| | |
|--|------------------|
| After hours support | \$ 125/hr |
| <i>(Licensee maintenance contract covers support from 8a-5p Pacific Time, Monday through Friday)</i> | |
| Data Conversion | \$ 125/hr |
| <i>(Transferring UB data from Licensee current system)</i> | |
| Installation (hardware) | \$ 125/hr |
| Network & Operating System Consulting | \$ 125/hr |
| <i>(Answering questions and assisting users and/or their consultants with all aspects of hardware, networks, and operating systems - includes installation, set-up, and trouble shooting)</i> | |
| Implementation Management Breakdown from Previous Page | |
| Finance Suite | \$ 1800.00 |
| Payroll | \$ 1600.00 |
| Project Management | \$ 1000.00 |
| Utility Billing | \$ 3500.00 |
| Accounts Receivable | \$ 500.00 |
| Fixed Assets | \$ 600.00 |
| Business Licenses | \$ 900.00 |
| Central Cash Management | \$ 500.00 |
| On-site training | \$ 125/hr |
| Travel Time (billed one way) | \$ 125/hr |
| Telephone training | \$ 125/hr |
| <i>(Working with a trainer or customer support representative on questions other than support related issues (including defined in Maintenance Agreement) where the call exceeds 30 minutes in length is considered training rather than support and will be billed as such)</i> | |
| Weekend Training/Support | |
| On-site rate | \$ 175/hr |
| Telephone rate | \$ 175/hr |

These are current rates for services and are subject to change within twelve months of executed date of this contract.

Attachment A, cont'd:

Schedule of Payment Terms:

Springbrook License Fees: 50% due at contract signing
50% of each application due as that application is live
("live" is defined as the first successful month end closing
in G/L; first successful A/P check run to vendors; first
successful payroll checks issued to employees; first
successful full cycle run in UB, including bills and past
dues generated and cash received back in; first successful
business licenses issued and cash received back in; all other
applications considered live when they are the only ones
being used by client to perform their assigned business
function – old software is no longer in parallel)

Database Fees: 100% due at contract signing

Setup Fees: 50% due upon contract signing
50% due after software is initially installed at customer site

Training: Invoiced and due as incurred **

Implementation Management: 50% due at contract signing;
50% due at project completion (customer is live)

1st yr Maintenance Fees: 100% due at contract signing (1st year maint. will be pro-
rated from June 1 – December 31)

1st yr Progress Maint. 100% due at contract signing

Hardware: 100% due at time of order

Programming Services (eg; meter interface) 50% due upon acceptance of bid
50% due upon installation of finished product

**Note: a 40% increase in maintenance fees will occur if training is not completed.

By my signature below, I confirm that I have read, understand and agree to this Attachment A, Schedule of Fees:

(Signature)

(Date)

Attachment B
02/01/2000 – Finance/Payroll
IPS Findings

Participants: Dave Rodenbach, Fumiko, Linda – City of Gig Harbor
Roberta Heinz – Springbrook Software

Time: 8:00AM – 9:45AM

The IPS was conducted on a conference call.

General Ledger: The current chart of account array is: XXX-XXX-XXX.XXX. It is built around the BARS codes. The only significant change that will need to be made will be to get rid of the “.”. This will be replaced with a section break.

The account sections are Fund – Department – BASUB – Element. They know they will have to create a department 000 for the balance sheet accounts and currently have 000 already in place for revenue accounts.

We discussed the use of account types to break the reports and how they could be used to their advantage.

Their accounting basis is modified accrual for all funds except the enterprise funds. For the enterprise funds, they use accrual basis.

The council gets traditional reports. (The balance sheet, income statement, summary revenue and expense per fund and an investment summary) They also include a blanket voucher statement but the checks have already been cut.

Gig Harbor operates on a calendar year/fiscal year. They budget one year at a time and would like to be able to use the monthly budgeting feature of our software for accounts with cyclic revenue or expense. They are interested in budgeting at the asset level for capital projects.

We discussed the mandatory accounts that are needed (Fund Balance, Cash in Bank, AP Liability) across all funds and PR Liability accounts in the General Fund. This will be no problem.

Accounts Payable/Purchase Orders: Vendor numbers are currently numeric but they would like to change to alpha/numeric. Accounts Payable is submitted twice monthly. Linda liked the idea that she could work on a batch all month long.

The blanket voucher list is submitted to the board for approval but the checks are already cut by that time. They do not use warrants but do use the blanket voucher/disbursement voucher procedure and produce checks.

They currently are using a purchase order system but it is not as formal as they would wish it to be. I will fax a copy of the purchase order document that our system creates. They will consider using it in place of their current form. They have no real problem switching to a new form.

They are interested in bmp files for signatures in both accounts payable and in payroll. They are aware of the cost of \$400.00 per file. We discussed the procedure they would have to follow to get the proper format of the check to us so that the bmp file could be created.

There is no problem with the required check format for accounts payable and for payroll.

They have a Lexmark 1275 laser printer and will have no problem producing their reports and documents out of this printer.

Payroll: They currently use ADP but intend to discontinue this service when they get our program.

There are about sixty employees and most of them receive a mid-month draw. They do not want to change this. They understand that the draws will be processed through accounts payable.

The employee numbers are numeric and they are considering changing them to alpha. Deductions and benefits are not unusual. We will be able to handle them quite well. The part time and council members receive FICA. The balance of the staff pays 6.2% to a retirement 401A plan with the city matching the 6.2% less LTD and Life Insurance premium. The city match will be a flat amount entered on each employee's own master.

There are LEOFF 1 and 2 and PERS plans. There is also a 457 voluntary deduction. It is a flat amount. Health insurance is covered 100% by the city.

Pay types are not unusual and will not be any problem to handle. Accruals are also not unusual.

They do not currently use ACH but would like to be able to do so in the future. They know they will need to purchase their bank's software.

Time cards are entered in totals by pay type at month end. The police work on a 160 - 28 day work cycle but are paid monthly. The 28 days are for calculating overtime compensation. Because they located in Washington, they will be using hours worked for the L & I report but the employees are salaried so receive a consistent amount of pay each month.

We discussed the required reports. We also discussed the annual reports that the state requires for the year-end audit procedure. I have the examples from another Washington client and we are working on satisfying this need.

Project Management: They currently have an XXXXX-XXXX array for their project management codes. I do not see any problem with their use of our program. It offers more than their current program and should prove to be quite user friendly for them.

Cash Receipts: Cash is entered and committed daily. Cash is collected of-site and input in the office. They currently are using the Quadrant system to process the cash receipts.

They have a receipt printer but if it will not work with our software, they will purchase one that will work. The receipt printer is an EpsonTM-H500 IIP Model #128C. It is a thermal printer and can print a duplicate receipt if the roll of paper is a duplicate copy roll. Currently they print a single copy and can request a second copy by pushing a button on their keyboard.

They are working with a system similar to our type/category process so the codes will not be strangers to them.

They have no unusual report requirements.

Accounts Receivable: Less than ten invoices are processed a month and Dave does not feel that they will be using this module.

Miscellaneous: Dave Rodenbach will be the project leader and the primary contact during implementation. They have the finance implementation manual and will read it and fill out and return the necessary pages.

They have purchased a new server. Their Tech is Kay Truitt. She is on site and Dave said that she is very good.

We discussed the receipt and installation procedures for both Progress and Springbrook programs. Dave said that Kay would work with our Fulfillment staff to get the programs properly installed.

By my signature below I agree to the above stated Implementation Planning Session (IPS) findings as stated in Attachment C of this License Agreement:

(Signature)

(Date)

(Printed Name)

Attachment C
Gig Harbor RFP and Springbrook Response

*City of Gig Harbor – Request for Proposal
For*

Integrated Municipal Finance Software System

Date of issue: December 15, 1999
Date Proposal is Due: January 5, 1999
Date of Final Selection: February 14, 2000

1999 REQUEST FOR PROPOSAL

Integrated Municipal Finance Software System

Overview

The City of Gig Harbor is requesting proposals for an integrated municipal finance software system. The system should include all or part of the following comprehensive, fully integrated systems: *General Ledger, Budget Preparation, Accounts Payable/Purchasing, Cash Receipting, Payroll/Human Resources, Utility Billing, Fixed Asset Accounting and Job Costing* applications. This will be a competitive negotiation process. The City reserves the right to reject all bids and issue another Request for Proposal (RFP). This RFP does not commit the City of Gig Harbor to reimburse vendors for proposal submission costs. Price is an important consideration in this process, but not the only consideration. Other factors include track record of successes at other municipalities or utilities, identification and understanding of the City's requirements as embodied in the following list of questions, and experience and qualifications of key personnel.

The City of Gig Harbor is a general purpose government and provides police protection, street maintenance and improvement, parks and general administrative services. In addition, the City owns and operates a water and sewer system and a storm drainage system. The accounting policies of the City conform to the Budgeting, Accounting and Reporting System for Category 1 local governments prescribed by the State Auditor. Gig Harbor has a 1999 population of 6,350.

Deadline: *The City hereby sets a deadline two weeks from the date of publication of this Request for Proposals. All proposals must be postmarked by this deadline.*

Requirements and Specifications

Proposal Instructions: Please answer the stated questions listed below. If additional pages are necessary please feel free to attach them to your proposal. Please feel free to include pre-printed product literature regarding your system(s) should you desire. **Please provide one price quote for the entire system and a separate quote for each separate subsystem.** Please indicate the length of time over which your price quote applies. If enhancements are required to accommodate a specific task identified below please identify the cost of such enhancement. For each subsystem, please identify when the application was first put into production, how many sites are using the application, and how many installations are in progress.

Proposals should be mailed to:

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

The following requirements and features have been identified by the City of Gig Harbor for inclusion in the desired system. The responses should be in the following format:

Enter "Y" if the item is included as part of the standard system package.

Enter "N" if the item is not available.

Enter "M" if the system requires modifications to meet this specification. Please identify the estimated cost of any required modification.

General

- | | | |
|---|---|---------------------------|
| 1. | Single Input: Information should be entered into the system one time. Duplicate entry of data should be eliminated. This should provide greater efficiency, timely information, and eliminate errors introduced through data re-entry. | <u>Y</u> |
| 2. | Client/server: Solution proposed must be a client/server application. | <u>Y</u> |
| 3. | Ease of Use: The system must be easy to use and learn. A Windows environment is required. | <u>Y</u> |
| _____ | | |
| Please specify which version(s) of Windows on which your system will run: | | <u>95/98/N</u> |
| 4. | Real Time Information: The system must be real time, not batch. | <u>Y</u> |
| | | <u>Y</u> |
| Budget: Transactions that will affect financial balances should be reflected immediately in the appropriate ledgers. | | <u>Y</u> |
| Forecast: Users should be able to forecast required resources based on current, actual data. | | <u>Y</u> |
| 5. | Remote Access: The system must provide access to remote departments for budget and other financial information | <u>Y</u> |
| 6. | Schedule: Install system in a timely manner and according a mutually agreeable schedule. | <u>Y</u> |
| 7. | Convenient Communications: The system should facilitate the exchange of information by supporting electronic messaging and mail functions. | <u>Y</u> |
| 8. | Ad Hoc Reporting: The system should provide reporting tools for generating custom reports from system information. | <u>Y</u> |
| 9. | User Group Meetings: Do you currently sponsor regular (i.e., quarterly) user group meetings for each module? | <u>Y</u> |
| Where does the nearest (to Gig Harbor) user group meet? | | <u>Seattle/ Brem.</u> |
| 10. | System Documentation: Do you provide system documentation manuals for each subsystem? | <u>Y(On- line)</u> |
| 11. | User Documentation: Do you provide user documentation manuals for each subsystem? | <u>Y</u> |
| 12. | Training and Support: Do you provide detailed on-site training, documentation, and support? | <u>Y</u> |
| Is ongoing training and support available? | | <u>Y</u> |
| Please state hours of live support availability: | | <u>8- 5</u> |
| 13. | Training: Please specify how many staff-days of training you anticipate providing as part of your proposal: | |
| | System Overview | <u>Inc GL</u> |
| | General Ledger | <u>4</u> |
| | Budget Preparation | <u>Inc GL</u> |
| | Accounts Payable/Purchasing | <u>Inc GL</u> |
| | Cash Receipting | <u>1</u> |
| | Payroll/Human Resources | <u>2</u> |
| | Utility Billing | <u>7</u> |
| | Fixed Assets | <u>1</u> |
| | Job Costing | <u>1</u> |

- | | | |
|-----|--|------------|
| 14. | Functional fit: If you are chosen as a finalist, are you willing to provide a functional fit in order to confirm your proposal responses in order to allow the City to more fully evaluate your product? | <u>Y</u> |
| 15. | References: Please provide a list of municipalities or public utilities that use your system, along with names and phone numbers of responsible individuals who can be contacted. | <u>A-1</u> |
| 16. | Hourly rates: As part of your proposal, please provide staff hourly rates for additional work outside the scope of any contract should the vendor be selected. | <u>IV</u> |
| 17. | Report writer: Please describe how your report writer works and identify if it is provided by another entity. | <u>A-2</u> |
| 18. | Vendor profile: Please provide a vendor profile that indicates number of staff, years established, and key staff. | <u>A-3</u> |
| 19. | Product Testing. Describe how you conduct product testing and explain how it will ensure the system is ready for production. | <u>A-4</u> |
| 20. | Security: The system should be capable of enforcing uniform policies and procedures throughout the City of Gig Harbor. Security should cover various levels from user to user class or group. Please describe, on a separate sheet, what security provisions your system has. | <u>A-5</u> |

System Specifications

The following requirements and features have been identified by the City of Gig Harbor for inclusion in the desired system. The responses should be in the following format:

Enter "Y" if the item is included as part of the standard system package.

Enter "N" if the item is not available.

Enter "M" if the system requires modifications to meet this specification.

Please note:

You may attach additional sheets wherever necessary to provide an adequate response.

System Environment

- | | | |
|----|---|----------------------|
| 1. | Does the system include basic password protection for standard access? | <u>Y</u> |
| 2. | For the password can you specify: That it must include numbers? That it cannot be the same as a prior password? | <u>N</u> <u>N</u> |
| 3. | Can application access be restricted by password? | <u>Y</u> |
| 4. | Does the system use a GUI interface? | <u>Y</u> |
| 5. | Is file recovery automatic after a system failure? | <u>Y</u> |
| 6. | State-of-the-art database, such as Progress, Oracle, or MS SQL? | <u>Y</u> |
| 7. | Does the database support real-time processes? | <u>Y</u> |
| 8. | Does the system run on an NT network/Windows workstations or Novell? [required] | <u>Y*</u> |

* If using a Novell network a dedicated NT server is still required.

Financial System

General Ledger

- | | | |
|-----|---|--|
| 1. | System is real time system not batch processing? | <u>Y</u> |
| 2. | Menus have drill-down capabilities for detail? | <u>Y</u> |
| 3. | ALL screens in a GUI format? | <u>Y</u> |
| 4. | System has complete on-line help function? | <u>Y</u> |
| 5. | Report writer for ad-hoc reporting? | <u>Y</u> |
| 6. | Handle an unlimited number of accounts? | <u>Y</u> |
| 7. | Does the system allow the use of control accounts that reflect revenue, expenditure and encumbrance activity totals from subsidiary ledgers? | <u>N(Y/N/E)</u> |
| 8. | Interface to Bank Reconciliation, AP, PM, PO, JC? | <u>Y</u> |
| 9. | Does the system provide for centralized account management? | <u>Y</u> |
| 10. | Are users restricted from access of applications not within their authority? | <u>Y</u> |
| 11. | Can information be exported to other systems such as Excel? | <u>Y</u> |
| 12. | Can reports be generated for each individual fund? | <u>Y</u> |
| 13. | Can accounts be added in years other than the current fiscal year? | <u>Y</u> |
| 14. | Is security provided by user? | <u>Y</u> |
| 15. | Allow at least 13 periods per year with open periods? | <u>Y</u> |
| 16. | Allow unlimited number of years of detail information? | <u>Y</u> |
| 17. | Does the system provide for real time maintenance of account: Status? Balance? | <u>Y</u> <u>Y</u> |
| 18. | Which of the following reports are available: Trial Balance? Detail of transactions by account/object code? Revenue and expense detail by account? Revenue and expense summary? | <u>Y</u> <u>Y</u> <u>Y</u> <u>Y</u> |
| 19. | Is selectivity for accounting information available: By account? By period? By date range? | <u>Y</u> <u>Y</u> <u>Y</u> |
| 20. | Can reports be rerun for periods other than the current period? | <u>Y</u> |
| 21. | Does the system support multiple accounting methods: Cash Basis? Modified Accrual? | <u>Y</u> <u>Y</u> |

| | | |
|-----|--|-----------|
| | Full Accrual? | <u>Y</u> |
| 22. | Can entries be reversed and deleted automatically? | <u>Y</u> |
| 23. | Are entries tracked as to: | - |
| | Transaction date and time? | <u>Y</u> |
| | Posting date and time? | <u>Y</u> |
| | By user performing entry? | <u>Y</u> |
| 24. | Allow unlimited number of journal entries? | <u>Y</u> |
| 25. | Have unlimited number of recurring journal entries? | <u>Y</u> |
| 26. | Does the system have an approval process for journal entries? | <u>N</u> |
| 27. | On-line screen inquiry including unlimited history? | <u>Y</u> |
| 28. | Can the previous year be "locked" after year-end closure occurs so inadvertent changes cannot be made? | <u>Y*</u> |

* In Next revision

| | | |
|-----|---|---------------|
| 29. | Does the system provide year-end annual reporting for: | |
| | Balance sheets? | <u>Y</u> |
| | Operating statements? | <u>Y</u> |
| | Cash flow statements? | <u>Y</u> |
| 30. | Does the system support the following charts of accounts: | - |
| | BARS? | <u>Y</u> |
| | NARUC? | <u>Y</u> |
| 31. | Allow on-line notes to accounts? | - |
| | How many? | <u>N*</u> |
| 32. | How many user-defined chart of account components? | - |
| 33. | How many characters available in the chart of accounts? | <u>6</u> |
| 34. | Will the system allow accounting periods other than the City's fiscal year for projects and grants? | <u>36</u> |
| 35. | How many funds can your system manage? | - |
| 36. | Is a fixed asset system available? | <u>Y**</u> |
| | Cost: \$ See B-1 | <u>Unlimt</u> |
| | | <u>Y</u> |

Budget Preparation

| | | |
|----|---|------------|
| 1. | Forecast (using different methods) current-year ending balances based on current year-to-date data? | <u>Y*-</u> |
| 2. | Will the budget system allow import of data from another payroll system? | <u>"</u> |
| 3. | Modify a single line item, ranges of items or the entire file based on parameters entered. | <u>"</u> |
| 4. | Allow for budget amendments and maintain the original budget and the amended budget. | <u>"</u> |
| 5. | Can multi-year project budgets be integrated into the annual budget? | <u>"</u> |

Accounts Payable/Purchasing

| | | |
|----|--|-----------|
| 1. | System is real time system not batch processing? | <u>Y</u> |
| 2. | Menus have drill-down capabilities for detail? | <u>Y</u> |
| 3. | ALL screens in a GUI format? | <u>Y</u> |
| 4. | System has complete on-line help function? | <u>Y</u> |
| 5. | Report writer for ad-hoc reporting? | <u>Y</u> |
| 6. | Handle an unlimited number of accounts? | <u>Y</u> |
| 7. | Can the system support online paperless requisition and purchase orders, including online approvals? | <u>Y*</u> |

- | | | |
|-----|---|--|
| 8. | Does the system provide for vendor maintenance: By vendor name? By vendor number? | <u>Y</u> <u>Y</u> |
| 9. | Does the system support temporary vendors? | <u>Y</u> |
| 10. | Does the system track whether vendors require 1099's or not? | <u>Y</u> |
| 11. | Will the system track vendor product/service codes? | <u>Y*</u> |
| 12. | Can you cancel invoices in the system? | <u>Y</u> |
| 13. | Can you cancel checks in the system? | <u>Y</u> |
| 14. | Does the system allow unlimited number of vendors? | <u>Y</u> |
| 15. | Does the system allow unlimited years of history? | <u>Y</u> |
| 16. | Will the system allow you to work in both current and future periods? | <u>Y</u> |
| | * Available in next revision 2 nd quarter 2000 ** In Project Management | |
| 17. | Does the system interface with other systems such as: General Ledger? Budgets & Encumbrances? Cash Receipting (refunds)? Purchasing (purchase orders)? Fixed Assets? Inventory? Job Costing? | <u>Y</u> <u>Y</u> <u>Y</u> <u>Y</u> <u>Y</u> <u>Y</u> <u>Y</u> |
| 18. | Does the system support both check and voucher printing? | <u>Y</u> |
| 19. | Do transactions directly affect General Ledger accounts in: Income? Expenses? Budget? | <u>Y</u> <u>Y</u> <u>Y</u> |
| 20. | Does the system support recurring entries (biweekly, monthly)? | <u>Y</u> |
| 21. | Does the system provide a check reconciliation system? | <u>Y</u> |
| 22. | Are duplicate payments prevented? | <u>Y</u> |
| 23. | Can the system print 1099's at year-end for vendors requiring them? | <u>Y</u> |
| 24. | Can the system generate a payment approval list for City Council approval? | <u>Y</u> |
| 25. | Does the system provide user-defined payment terms? | <u>N</u> |
| 26. | Access vendor history by vendor, invoice date, check date? | <u>Y(+R)</u> <u>W</u> |
| 27. | Does the system provide history drill-down to include: invoice information, P.O.'s, GL account number? | <u>Y</u> |
| 28. | Does the system allow the user to inquire vendor by name? | <u>Y</u> |

29. Does the system track Washington State "use" tax by expenditure account? Y
30. Does the vendor screen information include contract limits? Y
31. Does the system allow for use of both treasurer checks and warrants and have two separate check reconciliation systems? N
32. Please describe (on a separate sheet) how your Accounts Payable system integrates with Job Costing. A-7
33. Does the system provide the use of clearing funds for accounts payable and payroll to disburse cash? Y (je's)
34. Does the system accommodate wire transfers of funds? N*
35. Does the system verify budget status prior to accepting a transaction? Y(PO)

Cash Receipting

1. System is real time system not batch processing? Y
2. Menus have drill-down capabilities for detail? Y
3. ALL screens in a GUI format? Y
4. System has complete on-line help function? Y
5. Report writer for ad hoc reporting? Y
6. Handle an unlimited number of accounts or transaction codes? Y
7. Does the system provide centralized collections? Y
8. Will the system distribute appropriate information to:
 General Ledger? Y
 Utility Billing? Y
9. Can the system track all entered payments including voided receipts? Y
10. Does the system provide integration to an electronic cash drawer system? Y
11. Can the system allow collection of all methods of payment at one location? Y
12. Does the system provide cash-out procedure for balancing each operator? Y
13. Does the system provide the ability to define payment mode and provide a daily deposit cash & check composition? * Next Revision Y
14. Can the system print a cash receipt on demand? Y
15. Can you view transactions in the cash receipts inquiry?
 Pending transactions? Y
 Historical transactions? Y
16. Does the system provide on-line payment information? Y
17. Does the system allow one or more transactions per receipt? Y
18. Does the system allow for posting charges from billed-out jobs and the Job Costing system? (Misc A/R) Y
19. Will the Cash Receipting system post to a different vendor's Utility Billing system and General Ledger? Y(inter f)
20. Will the system allow for credit card payments? Y

Payroll/Human Resources

- | | | |
|-----|---|----------|
| 1. | System is real time system not batch processing? | <u>Y</u> |
| 2. | Menus have drill-down capabilities for detail? | <u>Y</u> |
| 3. | ALL screens in a GUI format? | <u>Y</u> |
| 4. | System has complete on-line help function? | <u>Y</u> |
| 5. | Report writer for ad-hoc reporting? | <u>Y</u> |
| 6. | Handle an unlimited number of accounts? | <u>Y</u> |
| 7. | Does the system support standard user-defined salary tables? | <u>Y</u> |
| 8. | Allow unlimited salary tables? | <u>Y</u> |
| 9. | Does the system support part-time and hourly employees, with pro-rated benefits? | <u>Y</u> |
| 10. | Does the system accommodate employees with unusual shifts (i.e., police)? | <u>Y</u> |
| 11. | Can the system support multiple positions for a single employee? | <u>Y</u> |
| 12. | Does the system automatically account for and distribute overtime pay in accordance with the Fair Labor Standards Act (FLSA)? | <u>Y</u> |
| 13. | Is the payroll system integrated to the General Ledger and budget? | <u>Y</u> |
| 14. | Does the system track accrued time earned? | |
| | Vacation? | <u>Y</u> |
| | Sick Time? | <u>Y</u> |
| | Comp Time? | <u>Y</u> |
| | How many user defined accruals? | <u>3</u> |
| 15. | Does the system support multiple pay periods? | <u>Y</u> |
| 16. | Does the system support payroll draws? | <u>Y</u> |
| 17. | Allow an unlimited number of pay types ? | <u>Y</u> |
| 18. | Can the system support the State PERS retirement program requirements? | <u>Y</u> |
| 19. | Will the system generate all Federal and State reporting requirements? | <u>Y</u> |
| 20. | Can the system generate: | |
| | W2 statements? | <u>Y</u> |
| | 1099R statements? | <u>Y</u> |
| | 941 and other quarterly reports? | <u>Y</u> |
| 21. | Unlimited number of years of history? | <u>Y</u> |
| 22. | Can the system track job or project costing information? | <u>Y</u> |
| 23. | Unlimited number of employees allowed? | <u>Y</u> |
| 24. | Can the system support labor union or other: | |
| | Deduction calculations? | <u>Y</u> |

| | | |
|-----|---|----------------|
| | Reporting? | <u>Y</u> |
| | Deferred compensation plus employer match? | <u>Y</u> |
| | Payroll contributions such as state employment security payments? | <u>Y</u> |
| | Flexible spending (Section 125) plan? | <u>Y</u> |
| 25. | Can tax tables be maintained and updated by the user? | <u>Y</u> |
| 26. | Can the system provide daily time entry? | <u>Y</u> |
| 27. | Support other methods of time entry such as electronic time clocks? | <u>Y*</u> |
| 28. | Is an automatic payroll deposit provided? | <u>Y</u> |
| 29. | Does the payroll system allow for remote data entry of timesheets? | <u>Y</u> |
| 30. | Is all pertinent payroll information on one or two screens? | <u>Y</u> |
| 31. | What type of security does the system provide for Payroll? Please attach response. | <u>See A-5</u> |
| 32. | How are employee screens set up? Please attach response on a separate sheet. | <u>See A-6</u> |
| 33. | Please describe (on a separate sheet) how the Payroll system integrates with Job Costing. | <u>See A-7</u> |
| 34. | Will the payroll system allow import of data from ADP's PC/Payroll for Windows, version 3.0 payroll system? | <u>Y**</u> |

Utility Billing

| | | |
|-----|---|-----------|
| 1. | System is real time system not batch processing? | <u>Y</u> |
| 2. | Menus have drill-down capabilities for detail? | <u>Y</u> |
| 3. | ALL screens in a GUI format? | <u>Y</u> |
| 4. | System has complete on-line help function? | <u>Y</u> |
| 5. | Report writer for ad-hoc reporting? | <u>Y</u> |
| 6. | Handle an unlimited number of accounts? | <u>Y</u> |
| 7. | Does the system support multiple billing cycles? | <u>Y</u> |
| | Monthly billing? | <u>Y</u> |
| | Bi-monthly billing? | <u>Y</u> |
| | Mixture of monthly and bi-monthly? | <u>Y</u> |
| | Quarterly billing/mixture of quarterly and monthly? | <u>Y</u> |
| | Semi-Annual? | <u>Y</u> |
| 8. | Does the system integrate with: | <u>Y</u> |
| | General Ledger? | <u>Y</u> |
| | Cash Receipting? | <u>Y*</u> |
| | Accounts Payable (refunds)? | <u>Y</u> |
| 9. | Allow unlimited number of customers? | <u>Y</u> |
| 10. | Unlimited number of rates per service? | <u>Y</u> |
| 11. | Does the system have a meter change-out program? | <u>Y</u> |
| 12. | Can the system generate work orders? | <u>Y</u> |

- | | | |
|-----|---|-------------|
| | Connection? | <u>Y</u> |
| | Disconnect? | <u>Y</u> |
| | Service? | <u>Y</u> |
| 13. | Does the system support hand-held meter reading devices? What kind(s)? <u>All major manufact.</u> Support unlimited number of meters? | <u>Y</u> |
| | | <u>Y</u> |
| 14. | Does the system have a meter inventory? Locations? Type? Class? | <u>Y***</u> |
| | | <u>Y</u> |
| | | <u>Y</u> |
| | | <u>Y</u> |
| 15. | Does the system track meter maintenance? | <u>Y</u> |
| 16. | Does the system support user-defined bill calculations? | <u>Y</u> |
| 17. | Does the system provide user-defined penalty options? | <u>Y</u> |
| 18. | Can the system prorate billings? | <u>Y</u> |
| 19. | Are grace/tolerance days user-definable? | <u>Y</u> |

| | | |
|-----|--|----------------|
| 20. | Does the system produce "dunning" letters? | <u>Y</u> |
| | Door hangers? | <u>Y</u> |
| | Rate changes? | <u>Y</u> |
| | Reminders? | <u>Y</u> |
| 21. | Does the system have ad-hoc report writing capabilities? | <u>Y</u> |
| | Does the system include a built-in utility consumption and revenue summary by rate class? | <u>Y</u> |
| 22. | Unlimited number of years of billing information? | <u>Y</u> |
| 23. | Can the system automatically generate credit refunds? | <u>N</u> |
| 24. | Allow special charges and lien charges? | <u>Y</u> |
| 25. | Date sensitive user-defined code comment screen? | <u>Y</u> |
| 26. | Unlimited notes per account? | <u>Y(1000)</u> |
| 27. | A separate lot screen listing at least: | |
| | Service location | <u>Y</u> |
| | Lot number | <u>Y</u> |
| | Parcel number | <u>Y</u> |
| | Inside/outside City code | <u>Y</u> |
| | Lot size | <u>Y</u> |
| | Buildable/impervious/developed lot size | <u>Y</u> |
| 28. | Does the system allow for "unbundling" of charges and show them separately on the customer's utility bill? | <u>Y</u> |
| 29. | Does the system accommodate average payment plans? | |
| | Low income or other discounts? | <u>Y</u> |
| 30. | Does the system accommodate Internet bill delivery and payment? | <u>Y</u> |
| 31. | Will the Utility Billing system post to another vendor's General Ledger system? | <u>Y</u> |
| 32. | Does the system print shut-off notices? | <u>Y</u> |
| 33. | Will the system print bills on a line printer? | <u>N</u> |
| 34. | A separate "Meter Screen" listing at least: | |
| | Route number | <u>Y</u> |
| | Sequence number | <u>Y</u> |
| | Meter serial number | <u>Y</u> |
| | Installation date | <u>Y</u> |
| | Manufacturer code | <u>Y</u> |
| | Meter size | <u>Y</u> |
| | # of digits | <u>Y</u> |
| | EDU'S, status code, type of meter | <u>Y</u> |
| | Radio read capability (MXU-ID, Reg-ID, longitude, and latitude) | |
| | How many user defined meter fields? | <u>Y</u> |
| | | <u>Y</u> |
| 35. | How many services per customer? | <u>8</u> |
| 36. | How many user-defined fields? | <u>20+</u> |
| 37. | How many name/address sections (i.e. master, owner, "bill-to")? | <u>2</u> |

Fixed Asset Accounting

- 1. System is real time system not batch processing? Y
- 2. Menus have drill-down capabilities for detail? Y
- 3. ALL screens in a GUI format? Y
- 4. System has complete on-line help function? Y
- 5. Report writer for ad-hoc reporting? Y
- 6. Integrated with Accounts Payable system to facilitate additions to the fixed assets inventory. Y
- 7. Allows user to assign fixed assets to one or more funds, users, and/or locations. Y
- 8. Allows the user to define classes of fixed assets. Y
- 9. Acquisition method is tracked. Y
- 10. Capability of bar coding assets for physical inventory. Y
- 11. Can the system generate depreciation postings and post automatically to the general ledger? Y

Job Costing

- 1. System is real time system not batch processing? Y
- 2. Menus have drill-down capabilities for detail? Y
- 3. ALL screens in a GUI format? Y
- 4. System has complete on-line help function? Y
- 5. Report writer for ad-hoc reporting? Y
- 6. Handle an unlimited number of job and activity numbers? Y
- 7. Does the system allow for compilation of project life costs? Y
- 8. Does the system integrate with:
 - General Ledger? Y
 - Payroll? Y
 - Accounts Payable? Y
 - Cash Receipts? Y
- 9. Are labor costs, including fringe benefits, derived directly from the payroll system? Y
- 10. Does the system have the flexibility to add a percentage to cover overhead costs such as supervision and "unproductive" time (vacation, sick leave, etc.)? Y
- 11. Does the system have a project summary report available? Y

| | | |
|-----|---|-----------------|
| | Activity summary report? | <u>Y</u> |
| | Project detail report? | <u>Y</u> |
| | Activity detail report? | <u>Y</u> |
| | Are other stock reports available (please list)? | <u>Y</u> |
| 12. | How many job-type codes are available? | <u>Unlimit.</u> |
| | Work order or project number? | <u>"</u> |
| | Project type code? | <u>"</u> |
| | Sub-project code? | <u>"</u> |
| | Activity number? | <u>"</u> |
| | Activity type code? | <u>"</u> |
| | Sub-activity code? | <u>"</u> |
| | Additional codes? | <u>"</u> |
| 13. | Is an inventory system available? | <u>Y</u> |
| | Cost: <u>See B-1</u> | |
| | Does it integrate with job costing? | <u>Y</u> |
| 14. | Is an equipment or fleet management system available? | <u>N</u> |
| | Cost: _____ | |
| | Does it integrate with job costing? | <u> </u> |

* Next Revision ** ADP interface currently in testing phase *** Only with Inventory Application

Springbrook Software Company

**Price Proposal for
City of Gig Harbor
December 29, 1999**

| Application/ Products | License Fees/ Itemized Costs | Setup Services | Training Services(Est) | Maintenance Fees |
|--|---------------------------------|-------------------|---------------------------|---------------------|
| Financial Suite | \$9,500 | \$500 | \$3,000 | \$1,710 |
| - General Ledger | | | | |
| - Accounts Payable | | | | |
| - Cash Receipts | | | | |
| - Check Reconciliation | | | | |
| - Budget | | | | |
| -Purchase Orders | | | | |
| Project Management | \$5,000 | \$500 | \$2,000 | \$900 |
| Central Cashiering | \$4,500 | \$500 | \$1,000 | \$810 |
| Misc. Accounts Receivable | \$5,000 | \$500 | \$1,000 | \$900 |
| Fixed Assets | \$4,000 | \$500 | \$1,000 | \$720 |
| Payroll | \$8,000 | \$500 | \$2,000 | \$1,440 |
| Utility Billing | \$11,500 | \$500 | \$7,000 | \$2,070 |
| ** Discount | <u>-\$5,000</u> | | | |
| Total Application Costs | \$42,500 | \$3,500 | \$17,000 | \$8,550 |
| <u>Database Manager</u> | | | | |
| Progress Server (\$240 ea.10 user est) | \$2,400 | | | \$600 |
| Progress Client (\$245 ea.)x 10 | \$2,450 | | | \$613 |
| Progress Report Writer | \$1,000 | | \$600 | \$250.00 |
| PC Anywhere (32 bit)(comm. Software) | \$200 | | \$0 | \$0 |
| Total Database Costs | \$6,050 | | \$600 | \$1,463 |
| Data Conversion - to be determined | | | | |
| Implementation Management Serv. | \$9,500 | | | |
| Total Project Cost | \$89,163 | | | |
| <u>Optional</u> | | | | |
| LID's/Assessments | \$10,000 | \$2,000 | \$2,000 | \$1,800 |
| Business Licenses(1st Qtr 2000) | \$4,500 | \$1,000 | \$1,000 | \$810 |
| Inventory | \$5,000 | \$1,500 | \$2,000 | \$900 |
| Meter Reading Interface | \$2-5,000 | **estimate | | |
| Postal Soft | \$3,000 | | | \$0 |
| Scanner(s) | \$1,650 | +shipping | | |
| Cash Drawers(s) | \$350 | +shipping | | |
| NT & Network Consulting Ser. | \$125/hr | | | |

SPRINGBROOK SOFTWARE SOFTWARE MAINTENANCE AGREEMENT

PARTIES:

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CITY OF GIG HARBOR
3105 JUDSON STREET
GIG HARBOR, WA 98335

EFFECTIVE DATE: _____

AGREEMENT:

This Software Maintenance Agreement ("Agreement") is by and between Springbrook Software ("Company") and the City of Gig Harbor, Washington. ("Customer").

The Company has licensed its proprietary software products and programs ("Software") to the Customer, and Customer wishes to have the Company maintain and support the use of the Software. The following are the terms of the Agreement between Company and Customer:

1. Definitions.

- a. **"Enhancement"** means any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Company may designate Enhancements as minor or major, depending on its assessment of their value and of the function added to the Software.
- b. **"Error"** means any failure of the Software to conform in any material respect to its published specification (see Attachment B).
- c. **"Error Correction"** means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.
- d. **"Releases"** means new versions of the Software, which may include Error Corrections and/or Enhancements.

- e. **"Temporary Fix"** means is an initial correction or "fix" to a problem in the software prior to the release of an error correction.
- f. **"Major Enhancement"** means either the total rewrite of an application and/or additional functionality benefiting only certain entities, not all customers as a whole, and requiring these enhancements to be packaged as a separate Module.

2. Term. The maintenance term of this Agreement shall be duration listed in accompanying invoice for maintenance (not exceed one year). During the first term of this agreement, customer shall pay for maintenance for each module pro rata as determined by the number of months from installation to the end of the customer's fiscal year. Company shall bill and Customer shall pay for maintenance provided under this Agreement on an annual basis, payment due as of the start of each annual maintenance period. The maintenance term shall automatically renew thereafter for subsequent terms of one (1) year each unless and until either party gives the other party at least thirty (30) days' written notice of termination in advance of the termination of the then-current term.

3. Acceptance. Agreement shall become effective upon Company's receipt of payment in full for the initial maintenance term from Customer.

4. Scope of Maintenance. During the maintenance term, Company agrees to provide basic maintenance services in support of the Software. Basic maintenance services shall be supplied for one database (additional databases will be supported under a separate Agreement) at Customer site and will consist of:

- a. **Error Correction.** Company shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors within a reasonable time period (refer to Attachment A of this agreement) when reported to Company. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
- b. **Telephone/Modem Support.** Company shall maintain a telephone and modem support line during normal business hours (8AM to 5 PM Pacific Standard Time) that permits Customer to report Errors in the Software and to receive assistance in cases of operator error. Customer agrees to provide and maintain a modem, PC Anywhere, and dedicated modem line on Customer's server to allow Company to maintain and support Company's application software. Company reserves the right to bill hourly (following Customers approval) for maintenance in cases of repeated operator error, where a single operator error results in extensive Company time to resolve the problem.
- c. **Changes in State and Federal Regulations.** Company shall provide updates needed to conform to state and federal regulations, including changes to tax tables and routine forms. Maintenance services under this Agreement do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods.
- d. **Routine Releases.** Company may, from time to time, issue routine Releases of the Software, containing Error Corrections and minor Enhancements to customers who have maintenance agreements in effect. Installation of routine releases is provided at no charge to customer if completed over the modem. Installation of routine releases and updates by Company at Customer's site will be billed to the Customer at the then current hourly rate except cases where Company is solely responsible for the inability to provide modem support.
- e. **Discounts on Major Enhancement Releases.** Company may, from time to time, offer major Enhancements to its customers, generally for an additional charge. To the extent Company

offers such Enhancements, it shall permit Customer to obtain one copy of each major Enhancement for each copy of the Software being maintained under this Agreement at the discount then specified by Company.

5. Exceptions. The following matters are not covered by basic maintenance:

- a. On-site support by employees or agents of Company;
- b. Training users in the proper operation of the Software;
- c. Any problem resulting from the material misuse, improper use, alteration, or damage of the Software by the Customer not previously approved by the Company.
- d. Support of operating systems; support of non-Company software, including but not limited to spreadsheets, word processors, and general office software; maintenance related to errors caused by or attributable to the failure of any interconnected third party product or data including errors related to such third party product's failure to be Year 2000 compliant.

6. Cooperation of Customer. Customer agrees to notify Company promptly following the discovery of any Error. Further, upon discovery of an Error, Customer agrees, if requested by Company, to submit to company a listing of output and any other data that Company may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Company shall treat any such data as confidential.

7. Fees and Expenses. The initial maintenance fee (based on 18% of the current list price of the application software and 25% of the database manager software) will be as invoiced to Customer with initial invoice and will be pro-rated for the period 6-1-2000 through 12-31-2000. Maintenance fees are due and payable at the beginning of the initial and each renewal year of maintenance hereunder. Maintenance fees do not include travel (including travel time) and living expenses for installation and training; on-site support, installation or training; file and data conversion costs; consulting services; shipping charges; or the costs of any recommended hardware. Customer agrees to pay such fees and costs, when and as the services are rendered and the expenses incurred, as approved by Customer and invoiced by Company. Company shall provide supporting documentation for all expenses upon customer request. Company reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances. Customer is also responsible for sales or use taxes and state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated services. The annual maintenance fee may change for renewals provided that Company gives Customer at least thirty days prior written notice of the change. All fees paid hereunder are nonrefundable and will be forfeited in the event of cancellation except as specifically provided in sections 10, 11, and 13.

8. Late Charges. If any fees or expenses are not paid within thirty (30) days after they are due, Company may, at its option, charge interest at a rate of one and one-half percent (1 ½%) per monthly (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became delinquent.

9. Use and Restrictions. The Customer's rights and obligations concerning the use of any Error Corrections, Enhancements, or Releases (or any other programming provided by Company, regardless of its form or purpose) shall be as provided in the Software License Agreement. Company shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the license expressly granted to customer therein.

10. Limited Remedy. The cumulative liability of Company to customer for all claims relating to the Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of the license fee paid to Company for the relevant Software. In no event shall either party be liable

to the other for any consequential, indirect, special, or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

11. Warranty and Exclusions. COMPANY WARRANTS THAT IT WILL RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. DURING THE TERM OF THIS AGREEMENT COMPANY SHALL, SUBJECT TO THE LIABILITY LIMITATIONS SET FORTH IN SECTION 10, CORRECT WITHIN A REASONABLE TIME ANY FAILURE BY COMPANY TO RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. ANY CLAIM BASED ON THE FOREGOING WARRANTY MUST BE SUBMITTED IN WRITING TO COMPANY.

12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington as it applies to a contract made and performed in such state, regardless of the place of execution or performance. Any action brought by either party hereunder may only be brought in the Pierce County, Washington court or any Federal District Court in the State of Washington.

13. Year 2000. All error corrections, enhancements and temporary fixes will be year 2000 compliant. All other terms of this agreement notwithstanding, company makes no warranty or representation that the software will be completely and finally installed and fully functional on or prior to January 1, 2000.

14. Insurance. During the term of this Agreement Licensor shall maintain an appropriate amount of insurance against personal injury and property damage caused by Licensor's employees while upon Licensee's premises, and shall provide to Licensee certificates of such insurance upon Licensee's request.

Signature states that Customer and Company agree with terms and conditions of this Agreement, including all attachments.

ACCEPTED BY CUSTOMER

ACCEPTED BY THE SPRINGBROOK SOFTWARE CO.

Company _____

By: _____
Authorized Signature

Name: _____
Type or Print

Title Date

By: Marilyn Rementeria
Authorized Signature

Name: Marilyn Rementeria
Type or Print

VP. Marketing 2/9/00
Title Date

Attachment A

Software Maintenance Agreement

User Support

What type of support is available?

The primary goal of Springbrook's user support team is to provide clients with Springbrook application software support. The support team can:

- Answer your questions about how the V5 applications work
- Help you troubleshoot problems you experience in working with the V5 applications

Unfortunately, Springbrook cannot provide networking, hardware or 3rd party software support. However, if a problem occurs while you are working in the Springbrook applications, the support team can assist you in determining if that problem is due to a V5/Progress application issue.

What does support cost?

Do you have a maintenance contract with Springbrook? For clients with maintenance agreements, support is available during regular support hours (Monday - Friday, 7am--5pm Pacific Standard Time) at no additional cost. Off-hours support must be prearranged and will be billed at \$125.00 per hour.

Clients without maintenance agreements are billed \$250.00 per hour for support obtained during regular hours and \$275.00 for off-hours support.

Note: We encourage you to make use of the application help files before calling the support team for help. If you work with the support team on questions that do not involve problems with the functioning of the application, and that call exceeds 30 minutes in length, Springbrook considers the call a training call rather than a support call. Training calls are generally billed at \$125.00 per hour for clients on maintenance

If you need assistance handling problems that stem from hardware or networking issues or that stem from applications other than the V5 applications or Progress

How do I get help from the support team?

To reach the Springbrook support team, dial the support line number:
(503) 820-2240.

Here's what you can expect:

1. Springbrook's support receptionist will answer your call and ask for your customer ID. (Your Implementation coordinator will supply you with your site's ID number. The ID is designed to ensure that your call is documented and returned correctly.) The support receptionist will also ask you for a small amount of information, including:
 - Your name
 - The phone number where you can be reached
 - The product(s) you are having difficulty with
 - A one sentence description of the issue
2. The support receptionist will provide you with a call number and place your information in a call queue.
3. Calls in the queue are returned as support representatives become available. As soon your call is the first unanswered call in the queue, a support representative will call you.

What if my problem is an emergency?

The support team considers your issue an emergency if

- You cannot open the application
- You are running live and unable to process payroll (Finance)
- You are running live unable to send out bills (Utility Billing)

If you are having such an emergency, your call will be given a higher priority in the call queue. Otherwise, the support team will return calls strictly on a first call, first serve basis.

What kind of information will the support team need from me?

When you talk to a support representative, she or he will want to know some specific details about the nature of your issue. She or he may ask you:

- What exactly were you doing in the system when the problem occurred?
- What happened?
- If you were generating a report or generating information from the data, what did you enter in the generate window?
- If you received an error message, what is the exact message?
- What did you try to do to resolve the problem?
 - If it was an error in the system, did you try to reboot?
 - If it is a balancing problem, did you look at your reports and accounts to try to track down the source of the error?

If you are prepared to answer these questions with specific information, using the exact window and report titles, the support representative will be able to help you much more quickly.

The support representative may ask you to fax information or a report to Springbrook. Faxes should be clearly labeled and directed to the support contact you have been working with on this particular issue.

Often, when the support team asks you to supply them with additional information, they need that information before they can progress toward finding a solution for you. Please provide any requested information in a timely manner.

What happens after I report a problem to the support team?

The support team will work directly with you to try and resolve your issue. If they resolve the issue for you, they will note the solution in our call tracking system, and close out your call. If the issue requires a programmer's assistance, the support team will create a work order for the programming staff. When an issue needs to be addressed by the programming department, the support team will continue to track the issue for you – so you will always have a single point of contact to help you reach a satisfactory resolution.

How can I get information about an outstanding issue?

If the support team is unable to resolve an issue for you within a single phone call, they will work diligently to keep you informed about the status of that issue. However, if you have a question about an ongoing issue, you can call the support line: (503) 820-2240. Simply provide the support receptionist with your call number or work order number. If the support receptionist cannot answer your question, he or she will refer you to the person who can best assist you.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: COMMUNICATIONS MAINTENANCE CONTRACT
DATE: FEBRUARY 9, 2000

INFORMATION/BACKGROUND

The Police Department and Public Works Department have used the services of the Pierce County radio shop for communications maintenance for a number of years. This is a year-to-year contract and requires renewal to continue. This year, the two separate contracts for the Police and Public Works Departments have been consolidated into one, City of Gig Harbor contract.

FISCAL IMPACTS

The rates have increased from \$75 per hour to \$85 per hour. This rate increase was anticipated in the 2000 budget.

RECOMMENDATION

To authorize the Mayor to renew the contract with Pierce County for communications maintenance services for 2000.



Pierce County

Department of Emergency Management

TIM LENK
Supervisor

COMMUNICATIONS DIVISION
2403 South 35th Street
Tacoma, Washington 98409
(253) 798-7147 FAX (253) 472-5565

MEMO

To: All Contracting Agencies
From: Gretchen O'Connor *Gretchen*
Subject: Renewal of Contract -- 2000
Date: February 2, 2000

Please find enclosed two copies of contract for radio communications work to be performed for the year 2000. If you wish to contract with us for this year, please sign both copies, and return both copies to us. Once we have obtained the director's signature, we will return one copy to you for your file.

Should you have any questions or require additional information, please do not hesitate to contact us. We can be reached Monday - Friday from 7:00 a.m. to 3:30 p.m. We look forward to working with you.

Enc.



AGREEMENT FOR COMMUNICATIONS MAINTENANCE PROGRAM

AGREEMENT made January 1, 2000, between PIERCE COUNTY, herein referred to as "County", and CITY OF GIG HARBOR, referred to as GIG HARBOR.

SECTION I. THE PARTIES

This is a communications maintenance and installation program contract between GIG HARBOR and PIERCE COUNTY.

SECTION II. TERM OF AGREEMENT - TERMINATION

This agreement shall commence as of January 1, 2000 and terminate on December 31, 2000. Either party may terminate this agreement upon thirty (30) days written notice.

SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of GIG HARBOR's radio communications system previously agreed to or requested in writing by GIG HARBOR shall be carried out by County, according to schedules or arrangements to be negotiated by the parties giving due consideration to the immediacy of the need and the workload of the County.
- B. On notice from GIG HARBOR, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County radio shop, which shall include installation of radio equipment in all GIG HARBOR's vehicles.

SECTION IV. FEES

GIG HARBOR Shall reimburse the County for its services described above, at the rate of Eighty-Five (\$85.00) Dollars per hour from 7:30 a.m. through 3:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by GIG HARBOR. In addition, the County shall be reimbursed its cost plus 20% for all materials and parts provided by County, except that prior written authorization by GIG HARBOR shall be required for materials or parts in excess of Five Hundred (\$500) Dollars. Payment shall be made by GIG HARBOR within thirty (30) days of presentation of invoice, listing time, parts and materials by the County.

SECTION V. INDEMNITY

Notwithstanding anything to the contrary contained in this agreement, GIG HARBOR shall not be responsible or liable in any manner whatsoever for, and the County shall indemnify GIG HARBOR against any and all claims, suits, damages, costs or expenses arising from or growing out of, or caused directly or indirectly by any defect or error in, or any negligence or error, in connection with the installation, maintenance, engineering or upgrading of the radio system unit performed by the County, except for the sole negligence of GIG HARBOR. The County will not be responsible for claims arising out of the Antenna Supporting Structures.

SECTION VI. ASSIGNABILITY

This agreement shall not be assigned by County without the written consent of GIG HARBOR. If this agreement is assigned without GIG HARBOR's written consent either by act of County or by operation of law, it shall thereupon terminate subject to the provisions hereinbefore set forth.

SECTION VII. GOVERNING LAW

This agreement shall be governed by and construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20 ____.

CITY OF GIG HARBOR

PIERCE COUNTY

BY: _____
Authorized Signatory

Steven C. Bailey, Director
Department of Emergency Management
Radio Communications Division

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 PACIFIC AVE PO Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

January 26, 2000

SPECIAL OCCASION # 368424

GIG HARBOR HIGH SCHOOL SPORTS BOOSTERS
5101 ROSEDALE ST NW
GIG HARBOR WA 98335

DATE: APRIL 1, 2000

TIME: 5:30 PM TO MIDNIGHT

PLACE: GIG HARBOR YACHT CLUB, 8209 STINSON AVE, GIG HARBOR

CONTACT: KATHY CROWLEY 253-851-8960

SPECIAL OCCASION LICENSES

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

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

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

| <u>OPTIONAL CHECK LIST</u> | <u>EXPLANATION</u> | |
|----------------------------|--------------------|------------|
| LAW ENFORCEMENT | _____ | YES__ NO__ |
| HEALTH & SANITATION | _____ | YES__ NO__ |
| FIRE, BUILDING, ZONING | _____ | YES__ NO__ |
| OTHER: | _____ | YES__ NO__ |

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

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

RECEIVED

FEB 7 2000

CITY OF GIG HARBOR

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 PACIFIC AVE PO Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

February 3, 2000

SPECIAL OCCASION # 090202

NAVY LEAGUE
PO BOX 791
GIG HARBOR WA 98335

DATE: MARCH 31, 2000

TIME: 6 PM TO MIDNIGHT

PLACE: GIG HARBOR YACHT CLUB, 8209 STINSON AVE., GIG HARBOR

CONTACT: WILLIAM LINDREN 253-265-1817

SPECIAL OCCASION LICENSES

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

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

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| <u>OPTIONAL CHECK LIST</u> | <u>EXPLANATION</u> | |
|----------------------------|--------------------|------------|
| LAW ENFORCEMENT | _____ | YES__ NO__ |
| HEALTH & SANITATION | _____ | YES__ NO__ |
| FIRE, BUILDING, ZONING | _____ | YES__ NO__ |
| OTHER: | _____ | YES__ NO__ |

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

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



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
SUBJECT: BURNHAM DRIVE WATERMAIN EXTENSION
- SPADONI BROTHERS EASEMENT AGREEMENT
DATE: FEBURARY 2, 2000

INTRODUCTION/BACKGROUND

As defined in the 2000 budget an objective in the water department is the construction of a 16 inch diameter water line from Bujacich Road east to Burnham Drive to serve properties along Burnham Drive, the Gig Harbor North Area, and eventually replace an 8-inch line south to Harborview Drive. To construct this project the City requires an approximate 15,200 square foot permanent easement and an approximate 7,600 square foot temporary construction easement across Parcel No. 0222313038.

The Property owners' representative, Mr. Roger Spadoni has met with the City and requests three items as consideration for the easement requested by the City:

1. A credit towards future water hook up fees in the amount of \$2,128.00.
2. The installation of an 8-inch diameter valve for a future water connection.
3. A commitment that no assessment for the cost of this project will be imposed against the Spadoni property.

The easement property was appraised by Brookes Blaine Appraisal Services and determined to be valued at \$2,128.00. The City's standard easement agreement has been prepared to reflect the required easements as well as the additional requests from Mr. Spadoni.

Saltbush Environmental Services, Inc. has performed a level 1 site assessment on the property and has found no evidence that any environmental contamination is present on the subject property.

Council approval of the easement agreement is being requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that the Council accept the attached easement agreement.

EASEMENT AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this ____ day of February, 2000, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Spadoni Brothers, Inc., ("Spadoni,") 7910 Stinson Avenue, Gig Harbor, Washington 98335.

RECITALS

WHEREAS, Spadoni is the legal owners of certain real property legally described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, the City desires to obtain a temporary and perpetual easement for the construction, operation and maintenance of a 16 inch diameter water line over a portion of the Property in the area shown on Exhibit B, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Spadoni has agreed to convey a temporary easement during the construction of the water line and to convey a perpetual easement to the City for the purposes described above, in exchange for the consideration described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Spadoni agree as follows:

TERMS

Section 1. Warranty. Spadoni warrants that they are the owners of fee title to the Property described in Exhibit A and that they have the ability to convey the easements described in this Agreement to the City.

Section 2. Consideration. In consideration of Spadoni's conveyance of the easements described in this Agreement, the City agrees to credit two thousand one hundred twenty eight dollars and no cents (\$2,128.00) toward his payment of water connection fees, to be credited at the time Spadoni requests that Parcel No. 0222313038 be connected to the water system. Spadoni acknowledges and agrees that even if Spadoni does not request that the City hook up Parcel No. 0222323038 to the City's water system in the future, this easement agreement shall be effective as granting the temporary and permanent easements to the City, as described in

this Agreement. This credit is applicable to Spadoni for their sole use for as long as Spadoni is the legal owner of Parcel No. 02222323038, and no other person shall be entitled to utilize this credit at any time.

The City agrees to install during the construction of the previously described water line, one 8-inch valve at location to be determined by Spadoni during construction.

The City and Spadoni acknowledge that the water line project which specifies the construction of a 16 inch diameter water line from Bujachic Drive easterly to Burnham Drive for which this easement is required may be subject to a latecomers' agreement. The project is described in the latecomers' agreement as Phase 1, the Spadoni property is within the area subject to the agreement, but will not be required to pay any fees associated with reimbursement of construction costs for this Phase 1 water line project, as described in the latecomers' agreement.

Section 3. Temporary Non-Exclusive Easement. Spadoni hereby grants a temporary, nonexclusive easement for purposes necessarily and reasonably related to the construction of a water line, across, along, in, upon, under and over the Spadoni's property as depicted in a map attached hereto and incorporated herein as Exhibit B. Said easement shall commence on the date of execution of this instrument and shall terminate on the date the City Council formally accepts the water line as complete.

Section 4. Perpetual Easement. Spadoni grants, conveys and quit claims to the City and Pierce County a nonexclusive perpetual easement over, under, through and across the Property for the purpose of constructing, operating, maintaining, repair, and reconstructing the water line, together with all related facilities, and together with the nonexclusive right of ingress to and egress from said Property for the foregoing purposes (hereinafter the "Perpetual Easement"). The Perpetual Easement shall be located on the following portion of the Property:

See Exhibit 'B'

Section 5. Terms and Conditions. The Temporary and Perpetual Easements are subject to and conditioned upon the following terms and covenants, which both parties agree to faithfully observe and perform:

A. The City shall, upon completion of any work within the Property covered by the Temporary Easement, restore the surface of the Easement and any private improvements disturbed by the City's work during the execution of the water line construction, as nearly as practicable to the condition they were in immediately

before commencement of the work or entry by the City.

B. During and after construction of the water line, Spadoni shall retain the right to use the Property subject to the Perpetual Easement, as long as such use is consistent with the City's easement for an underground water line.

C. During water line construction, the City shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with Spadoni's use of the Property.

D. Spadoni shall not place or construct a building or other structure on the perpetual easement.

Section 6. Agreement to Run with the Property. This Agreement shall be recorded against the Property in the records of the Pierce County Auditor. The promises, rights and duties contained herein shall run with the Property described in Exhibit A and shall be binding upon and inure to the benefit of the parties hereto, and their legal representatives, assigns, heirs, beneficiaries and devisees.

Section 7. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Washington. Venue for any litigation arising out of this Agreement shall be in the Pierce County Superior Court or the U.S. District Court of Washington.

Section 8. Severability. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by Washington law.

Section 9. Attorneys' Fees. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expert witness fees.

Section 10. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire understanding and agreement of the parties. There are no other agreements, verbal or otherwise, which modify or affect this Agreement. Any subsequent modification or amendment shall be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

SPADONI BROTHERS, INC.

By: Roger Spadoni
Its President

The City of Gig Harbor

By: _____
Its Mayor

Attest:

By: _____
City Clerk

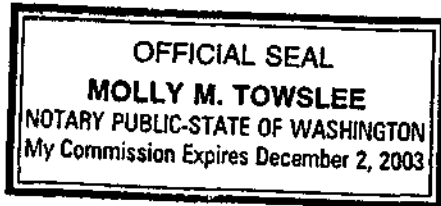
Approved as to form:

By: _____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Roger M. Spadoni is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as President of Spadoni Bros. to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 2/8/00



Molly M. Towslee
(Signature)
Molly M. Towslee
NOTARY PUBLIC, State of Washington,
residing at: Big Harbor
My appointment expires: 12/2/03

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 (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: _____

(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____
My appointment expires: _____

RESOLUTION OF BOARD OF DIRECTORS OF
SPADONI BROTHERS, INC.

RESOLVED, that the President of this Corporation be Roger M. Spadoni, and he hereby is authorized and empowered to enter into a contract for easement agreement with the City of Gig Harbor, in the name and on behalf of this Corporation, upon such terms and conditions as may be agreed upon between him and said City of Gig Harbor.

I, John M. Spadoni, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of Spadoni Brothers, Inc., a corporation organized and existing under the laws of the State of Washington, and that the above is true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with law and the Bylaws of said Corporation on the fourth day of February, 2000, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as secretary and have caused the corporate seal of said Corporation to be hereunto affixed this fourth day of February, 2000.

John M. Spadoni Sec.
John M. Spadoni / Secretary
2-4-00

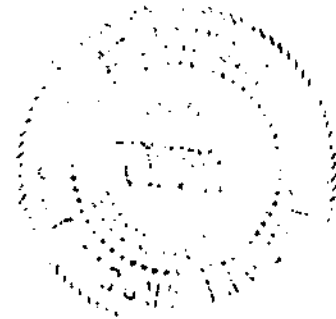
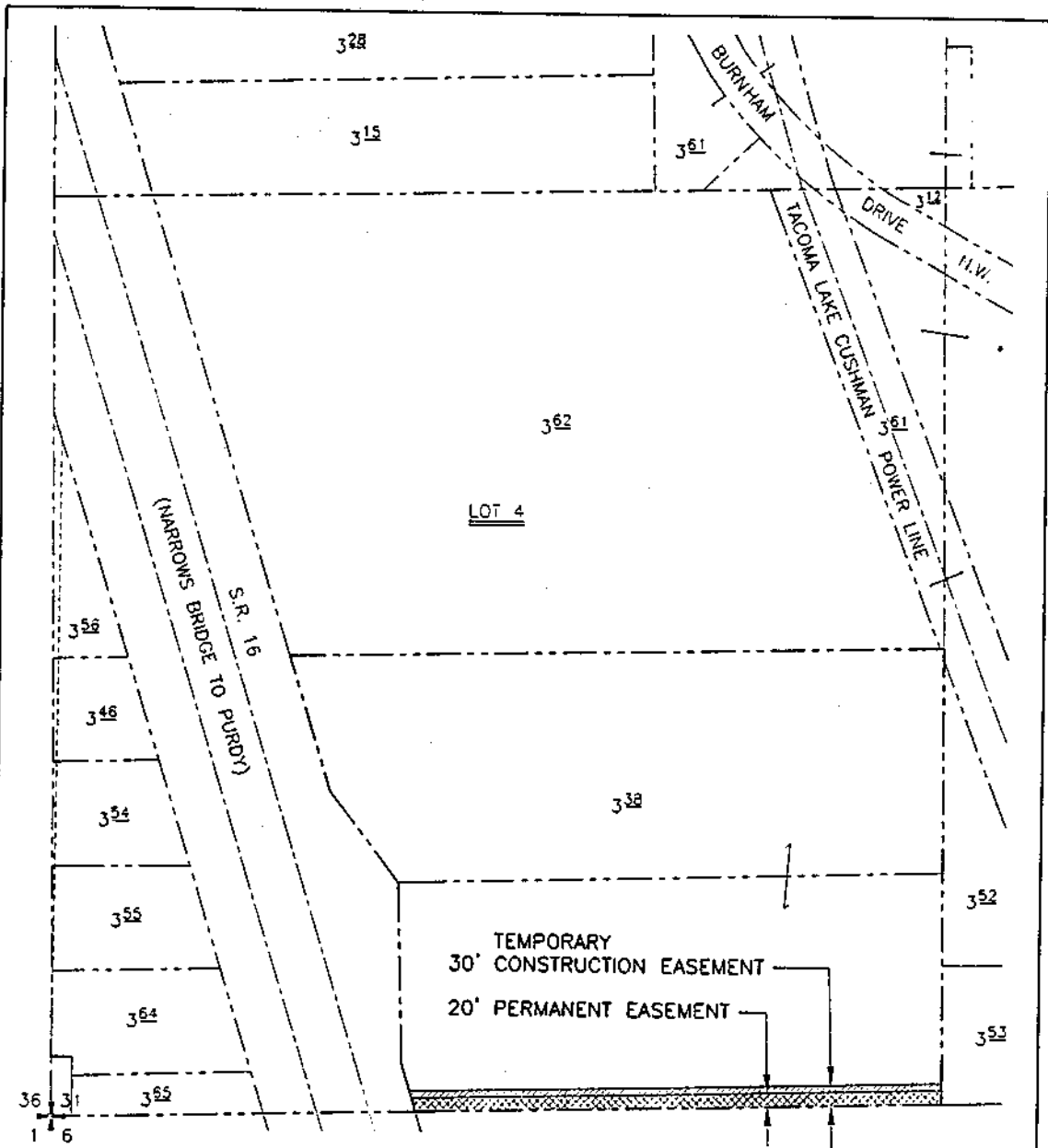


EXHIBIT A
PARCEL NO. 0222313038

LEGAL DESCRIPTION

That portion of the South half of Southwest quarter of Southwest quarter of SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST of the W.M., in Pierce County, Washington, lying Easterly of Easterly line of Tract of land conveyed to State of Washington for State Route 16 in deed recorded under Auditor's No. 2430025.

END OF EXHIBIT A



| | | | |
|---|---------------|----------------|------|
| CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS | | | |
| SPADONI BROTHERS, INC. WATER MAIN EASEMENT | | | |
| APPROVED BY CITY ENGINEER | | DATE | |
| JWV A.W. | 2K3 S.D.K. | DATE 7-6-95 | FILE |

EXHIBIT 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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: SKATEBOARD PARK CONSTRUCTION PROJECT
(CPP NO. 9806) – BID AWARD
DATE: FEBURARY 3, 2000

INTRODUCTION/BACKGROUND

A budget item for 1999 was the construction of a 15,000 SF skateboard park located behind the Henderson Bay Alternative High School. On October 6, 1999 the project was advertised for bids to construct the project. On October 20, 1999 the bid was closed, at that time no bids were received. Per RCW 35.23.352, if no bids are received on the first call the City may enter into a contract without any further call. Since no bids were received, the City entered into negotiations with a number of contractors. After reviewing their experience on like work and other municipal contracts, T.F. Sahli Construction is being recommended for award of the Skate Park Construction Project.

The negotiated proposal from T.F. Sahli is the amount of two hundred thirty-seven thousand six hundred dollars and no cents (\$237,600.00), including state sales tax. T.F. Sahli Construction have performed well on numerous skate park construction projects throughout the state, including the most recently completed City of Olympia Skate Park.

ISSUES/FISCAL IMPACT

The City has obtained an Interagency Committee for Outdoor Recreation (IAC) grant for the construction of the Skate Park in the amount of \$92,348.00. In the 1999 budget the City anticipated allocation of \$184,700.00 for the construction of the park. Since the project was carried into the 2000 fiscal year, the required increase above what was anticipated in 1999 to construct this facility is \$52,900.00. Funds in the Parks Budget are sufficient to allow this increase in expenditure.

RECOMMENDATION

I recommend Council authorize award and execution of the contract for the Skate Park Construction Project (CPP No. 9806) to T.F. Sahli Construction for their price quotation proposal amount of two hundred thirty-seven thousand six hundred dollars and no cents (\$237,600.00), including state sales tax.

GIG HARBOR SKATE PARK PROJECT
C.P.P. 9809

CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, 2000, by and between the City of Gig Harbor, a Charter Code city in the State of Washington, hereinafter called the "City", and T.F. Sahli Construction, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the construction of a 10,000 square foot skate park facility, and an additive alternate for 5,000 square feet of additional skate area, located at the northwest corner of the Grandview Athletic Field. This work includes, but is not limited to, survey, earthwork and grading, concrete placement and finishing including steel reinforcement, and other improvements, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Gig Harbor Skate Park Project, C.P.P. 9806," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Two hundred thirty-seven thousand six hundred dollars and no cents (\$ 237,600.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City's Public Works Director, whichever is later. All physical contract work shall be completed within ninety (90)-working days.
3. The Contractor agrees to pay the City the sum of \$ 350.00 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "1998 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

-00 01:07P City of Gig Harbor - P/W 253-853-7597

P.03

CONTRACT: Gig Harbor Skate Park Project, C.P.P. No. 9806

- 6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR.

CONTRACTOR:

 Gretchen A. Wilbert, Mayor
 City of Gig Harbor
 Date: _____

Tom Sahli

 Print Name: Tom Sahli
 Print Title: Owner
 Date: 2/3/2000

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: HILLIARD SEWER REQUEST
DATE: FEBRUARY 1, 2000

INFORMATION/BACKGROUND

Mr. Ken Hilliard, who lives at 13120 Purdy Drive NW, has requested to connect to the sewer pressure line on SR-302. This residence possesses scant land for revision of the failing drainfield. Public Works reports that connection is possible with adequate engineering.

POLICY CONSIDERATIONS

Connection of residences along Henderson Bay south of the Purdy business area was one of the original purposes that fostered the sewer line in this area.

FISCAL CONSIDERATIONS

This connection must pay the connection fee and latecomers fee for connection in this area. Currently these fees are \$2792.50 for connection and \$2642.26 for latecomers to the Peninsula School District. The entire fee requirement will be paid at the time of contract.

RECOMMENDATION

Staff recommends the extension of one ERU of sewer to the Hilliard residence.

January 22, 2000
13120 Purdy Dr. NW
Gig Harbor, WA. 98332 -8618


Mr. Mark E. Hoppen
City Administrator
3105 Judson Sreet
Gig Harbor, WA 98335

Dear Mr. Hoppen,

Please accept this letter as an application for an Equivalent Residential Unit hook up to the Gig Harbor sewer system which passes the front of our home in Purdy, Washington. This request is based on the fact that our septic tank/drain field has failed.


We are prepared to follow what ever procedure the city of Gig Harbor deems appropriate for this request. Please do not hesitate to contact us if you have any questions and/or comments regarding this request. We can be reached at 253-851-4183.

Sincerely,





Kenneth G. Hilliard

Points of Interest ●

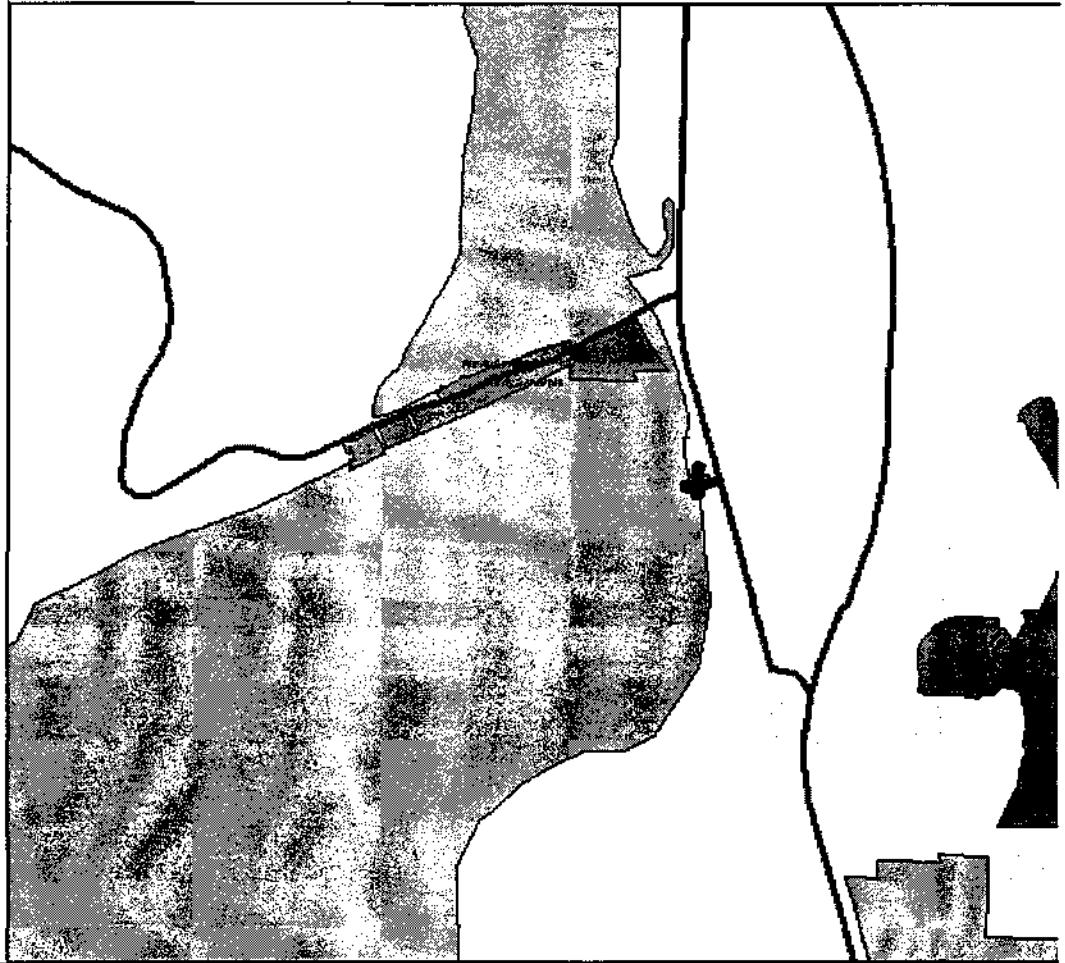
Major Highways 

Parks 

Cities

-  Cities
-  Pierce County

1 Inch = 0.55 miles
Scale 1:35,030



Map Themes

Step 1: Check boxes:

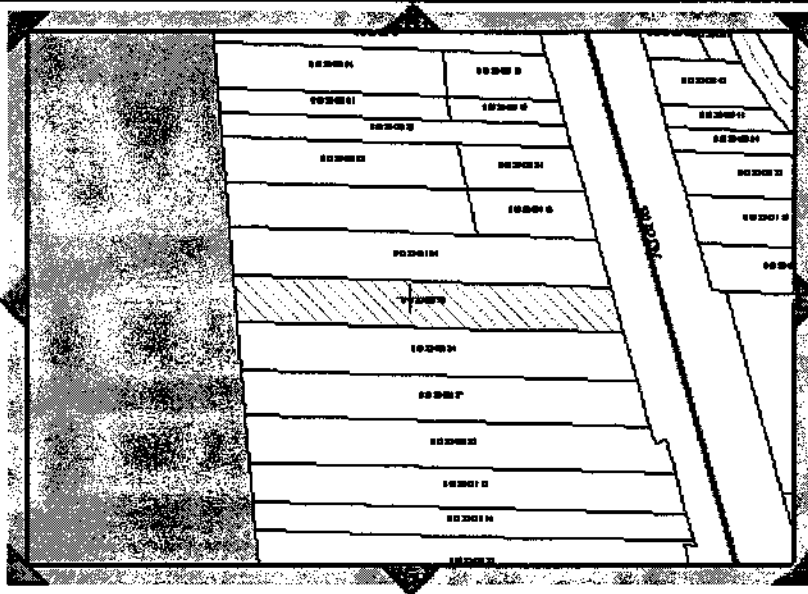
Step 2: Click **Redraw**

- Neighborhood
- Points of Interest
- County Facilities
- Polling Precincts
- Recycling Centers
- Schools
- Colleges
- Hospitals
- Fire Station HQ
- Businesses
- Bike Routes
- Streets
- Sewer Lines
- Major Highways
- Major Rivers
- Parks
- Property
- Subdivisions
- Water Purveyors
- District Courts
- Patrol Reporting Blocks
- Fire Districts
- School Districts
- Zoning
- Cities
 - Cities
 - Pierce County

Redraw

- City
- County

Disclaimer **Metadata**



Show Entire County **Zoom In** **Zoom Out** **Print** **Comments** **Help**



Map

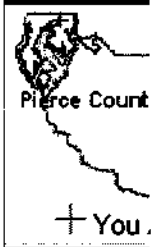
Step 1: Sele

Tax Parcel

Step 2: Clic below or cli

- What is
- Closest
- Vicinity
-
- Map-My-

Current



1 Inch
Scale



Pierce Cou
Homep



City of Gig Harbor. The "Maritime City"

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

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. _____, Date 1-24-00

Applicant Kenneth G. Hilliard, Phone # 851-4183

Mailing Address 13120 Pandy Dr N.W.

STORM WATER CALCULATION:

| Impervious Area (Sq.Ft.) | Calculation | Units |
|--------------------------|-------------|-------|
| | | |

Connection/Service ADDRESS OR LOCATION: 13120 Pandy Dr N.W.
 Subdivision _____, Lot No. _____
 Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____
 Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

| Meter Size | Capacity Factor(s) | Hook-Up Fee (Inside City Limits) | Hook-Up Fee (Outside City) | Meter Charge | Total Fees |
|------------|--------------------|----------------------------------|----------------------------|----------------|------------|
| 3/4" | 1 | \$1,305.00 | \$1,960.00 | \$450.00 | \$ |
| 1" | 1.67 | \$2,175.00 | \$3,260.00 | \$555.00 | \$ |
| 1-1/2" | 3.33 | \$4,350.00 | \$6,525.00 | (2) \$1,130.00 | \$ |
| 2" | 5.33 | \$6,960.00 | \$10,440.00 | (2) \$1,260.00 | \$ |
| Over 2" | (3) | (3)\$ | (3)\$ | (3) \$ | \$ |

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$ _____

OTHER CHARGES: (See Note 2)

| | | |
|-----------------|-----------------|----|
| Street Boring | \$ 10.00 / Foot | \$ |
| Open Street Cut | \$ 20.00 / Foot | \$ |
| | | |
| | | |

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times that shown above.
 (2) Time & Material Plus 10% (3) Negotiable

BASIC SEWER SYSTEM CONNECTION FEE:

| | | | | |
|-----------|--------------|-------------|--------------|-------------|
| Zone A | Zone B, C, D | Other | # Of ERU'S * | Total Fee |
| \$ 755.00 | \$ 1,855.00 | \$ 2,605.00 | | \$ 2,605.00 |

* Equivalent Residential Unit Calculation for non-residential service:

$$\frac{\text{Res}}{\text{Class of Service}} \left(\frac{1 \text{ ERU's per Res}}{\text{Conversion rate for appropriate unit (sq. ft., seats, students, etc.)}} \right) \times (\text{Number of units}) = \text{Equivalent ERU's}$$

SPECIAL CHARGES:

| Check (X) | Type of Fee (1) | Fee |
|-----------|--|-----------|
| | Encroachment Permit Application & Fee | \$ 15.00 |
| | Sewer Stub Inspection Fee | \$ 125.00 |
| X | House Stub Inspection Fee (\$25 in city / \$37.50 out) | \$ 37.50 |
| X | As-Built Plans Fee (Refundable) | \$ 150.00 |
| | Late Comers Agreement Fee | \$ |

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

TOTAL SEWER SYSTEM FEES PAID: \$ 2,792.50

TOTAL FEES PAID WITH THIS APPLICATION: \$

Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the existing ordinances and regulations of the city or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the city or any such ordinances/regulations adopted hereafter.

I understand that the city will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, extensions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that the city shall maintain ownership in such water meters installed by the city and the city shall be responsible for providing reasonable and normal maintenance to such meters. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.

Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

| Receipt No. | Fees Paid | Date | Received By |
|-------------|-----------|------|-------------|
| | | | |

REVIEWED BY:

| Building Official | P.W. Inspector | P.W. Supervisor | Finance Technician |
|-------------------|----------------|-----------------|--------------------|
| | | | |

WHEN RECORDED RETURN TO:
City of Gig Harbor
Administrative Assistant
3105 Judson Street
Gig Harbor, WA 98335

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this ____ day of _____, 2000, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Kenneth G. Hilliard, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on SR-302 (street or right-of-way) at the following location:

13120 Purdy Drive NW

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 231 (one

ERU) gallons per day average flow; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of ___ months ending on _____, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$2605 to reserve the above specified time in accordance with the schedule set forth below.

| Commitment period | Percent (%) of Connection Fee |
|-------------------|-------------------------------|
| One year | Five percent (5%) |
| Two years | Ten percent (10%) |
| Three years | Fifteen percent (15%) |

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the city to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. Connection Charges. The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. Annexation. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig

Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;

- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: R-1
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

none

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

19. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2000.

CITY OF GIG HARBOR

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

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

Dated: _____

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____



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: AGREEMENT FOR EMERGENCY MANAGEMENT
DATE: FEBRUARY 2, 2000

INFORMATION/BACKGROUND

In 1997, the city first agreed to pay Pierce County \$.60 per capita for emergency services under Chapter 38.52 RCW. This arrangement satisfied the city's statutorily recommended obligation for emergency management services within the jurisdiction. The county's ability to make claim for additional compensation, subsequent to an emergency, exists regardless of this contract. This agreement has been renewed each year to date, currently at the per capita rate of \$.62.

POLICY/FISCAL CONSIDERATIONS

Pierce County will be using the current state population figure to calculate the yearly fee (Gig Harbor population 6477) and proposes to increase the per capita rate to \$.63. Consequently, the cost to the city in 2000 will be \$4080.51. The per capita rate will be adjusted each year of the agreement based on the Consumer Price Index for the Seattle urban area. Provision is made in the agreement for each party to terminate the agreement upon 90 days notice with or without cause.

Chiefly, the proposed agreement is different than previous agreements in that the term of the agreement is five years. The agreement must be renewed each year through a Memorandum of Renewal.

This agreement has been reviewed and approved by Legal Counsel, including provision for indemnification, which was negotiated by both the county and the city.

RECOMMENDATION

Staff recommends approval of the agreement as presented.



Pierce County

**Department of Emergency Management
Office of the Director**

STEVEN C. BAILEY
Director

901 Tacoma Avenue South, Suite 300
Tacoma, Washington 98402-2101
(253) 798-6595 • FAX (253) 798-3307

RECEIVED

JAN 26 2000

CITY OF GIG HARBOR

January 25, 2000

Mark Hoppen
City of Gig Harbor
3105 Judson St.
Gig Harbor, WA 98335

Dear Mark,

Enclosed are three sets of the five year agreement for services provided by the Pierce County Department of Emergency Management. Our Risk Management Department approved the last recommendation in section eight.

Please have all appropriate city officials sign and return to me as soon as possible for the County signatures. I will return your original upon completion.

Sincerely yours,

Steven C. Bailey, Director

cc: Ellie Robertson, Administrative Program Manager
Joe DeRosa, Risk Management



AGREEMENT FOR EMERGENCY MANAGEMENT

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of Gig Harbor, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, County has established an Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Duration. The duration of this agreement shall be that period commencing on the 1st day of January 2000 and terminating at midnight on the 31st day of December 2004, unless this agreement is sooner extended or terminated in accordance with the terms hereof.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Emergency Management" or "Comprehensive Emergency Management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergency and disasters, and aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress.

B. "Emergency or Disaster" shall mean an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

4. Services. County shall provide emergency management services as outlined in Chapter 38.52 RCW in accordance with the provisions of said chapter and as defined herein during the term of this agreement. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW and Attachment "A" to this document.

5. Compensation. City shall pay County upon execution of this agreement the sum of \$0.63 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment is due and payable on January 31, 2000, and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous year January to December Consumer Price Index for Seattle urban area as available, and based upon population growth of preceding year according to state Office of Financial Management as available, and/or based upon modifications in the annual work plan as agreed upon by the parties. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW, and Attachment "A" Emergency Management Work Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW. The County's unilateral decision to change its Emergency Management Plan to increase the services provided by the County to the City under this interlocal agreement shall not result in an increase in the annual payment made by the City to the County as described in this Section, unless the same is incorporated into an amendment to this Agreement, and executed by the authorized representatives of both parties.

6. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

| | |
|--------------------------|--|
| If to Pierce County, to: | Pierce County, Office of the Executive 930 Tacoma Avenue South, Room 737 Tacoma, WA 98402-2102 |
|--------------------------|--|

| | |
|---------------------------|---|
| If to City of Gig Harbor: | City of Gig Harbor Office of the Mayor 3105 Judson Street Gig Harbor, WA 98335 |
|---------------------------|---|

7. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

8. Hold Harmless and Indemnification. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions, each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of said parties negligence. Each party shall promptly notify the other of any such claim.

9. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be

affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

10. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in chapter 38.52 RCW.

11. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.
Date this ___ day of _____, _____.

PIERCE COUNTY

By Steven C. Bailey Date 1-25-00
Steven C. Bailey
Director of Emergency Management

By _____ Date _____
Prosecuting Attorney (as to form only)

By _____ Date _____
Patrick Kenney
Executive Director of Administration

By _____ Date _____
Charles Robbins
Executive Director of Public Safety

By _____ Date _____
Doug Sutherland
Pierce County Executive
(\$50,000 or more)

CITY OF GIG HARBOR

By _____ Date _____
Gretchen A. Wilbert
City of Gig Harbor Mayor

Attest:

By _____ Date _____
Mark E. Hoppen
City Administrator

Approved As To Form

By _____ Date _____
Carol Morris
City Attorney

ATTACHMENT "A"

City of Gig Harbor

2000 - 2004 Emergency Management Work Plan

1. Provide full 24 hour a day Duty Office coverage for Emergency Management issues.
2. Activate and manage the County Emergency Operations Center (EOC) in support of an EOC activation, or the declaration of an emergency in either City, or in support of any emergency incident that requires multi-agency response coordination.
3. Provide warning and emergency public information during disasters as resources allow.
4. Provide communication and general administrative assistance in the event of declared disaster to the extent of the County's knowledge. The County shall remain harmless of the results from City's application of federal funding.
5. Provide availability of County's emergency resources not required for County use elsewhere during emergencies. Use shall be determined and prioritized by the County. The County shall remain harmless in the event of non-availability or non-performance of the equipment. Equipment to include but not limited to the sandbag machine.
6. Provide annual hazard exercise.
7. Provide three (3) public education presentations on emergency preparedness issues.
8. Provide training for City's EOC staff as appropriate.
9. Provide education program for officials as necessary.



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: RESOLUTIONS OF APPRECIATION
DATE: FEBRUARY 9, 2000

A handwritten signature in black ink, appearing to read 'MH', is written over the 'FROM' line of the header.

INFORMATION/BACKGROUND

Councilmembers Corbett Platt and Nick Markovich, Jr., served the City of Gig Harbor from 1992 through 1999 during a period of significant community change. Throughout their terms, and with their guidance, the City of Gig Harbor surmounted growth management hurdles, including road construction, treatment plant expansion, annexation, and provision of land for future facilities needs.

The attached resolutions indicate a small measure of thanks from the municipality for the significant grant of time and public dedication that both Councilmembers so graciously devoted over the most part of the past decade.

RECOMMENDATION

To separately approve both attached resolutions as presented.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, THANKING NICK MARKOVICH FOR HIS
OUTSTANDING LEADERSHIP AND DEDICATION DURING HIS
TENURE AS CITY COUNCILMEMBER.**

WHEREAS, Nick Markovich served on the City of Gig Harbor City Council from January 6, 1992 until December 31, 1999; and

WHEREAS, Nick is a leader who is resolute, compassionate and understanding, and has shown himself to be an individual who fights for the betterment of his community, fiercely supports the causes he believes in, and is deeply concerned for his constituency and colleagues; and

WHEREAS, during his tenure, the City of Gig Harbor has completed several major accomplishments, including the rebuilding of every historic corridor roadway; completion of the sewer line to Gig Harbor North; innovative zoning schemes and capital facility arrangements to encourage development of the Gig Harbor North area; enlarging the Wastewater Treatment Plant; successful annexation of more than 1600 acres; establishment of the East/West Road corridor; improvements to the Jerisich Park Dock; and purchase of many acres of property to be utilized for parks and for new municipal facilities; and

WHEREAS, the City of Gig Harbor has benefitted significantly from his services on the City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:**

Section 1. This resolution does hereby extend to Nick Markovich appreciation for his outstanding dedication in representing the best interests of the City of Gig Harbor on the City Council.

Section 2. The City wishes Mr. Markovich and his family continued happiness in the future years to come.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this _____ day of January, 2000.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 1/19/00
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, THANKING CORBETT PLATT FOR HIS
OUTSTANDING LEADERSHIP AND DEDICATION DURING HIS
TENURE AS CITY COUNCILMEMBER.**

WHEREAS, Corbett Platt served on the City of Gig Harbor City Council from January 6, 1992 until December 31, 1999; and

WHEREAS, Corbett is a leader who is resolute, compassionate and understanding and who values the integrity of the city's financial system, who seeks project and fiscal accountability, and who is not hesitant to say "no" if the situation so requires; and

WHEREAS, during his tenure, the City of Gig Harbor has completed several major accomplishments, including the rebuilding of every historic corridor roadway; completion of the sewer line to Gig Harbor North; innovative zoning schemes and capital facility arrangements to encourage development of the Gig Harbor North area; enlarging the Wastewater Treatment Plant; successful annexation of more than 1600 acres; establishment of the East/West Road corridor; improvements to the Jerisich Park Dock; and purchase of many acres of property to be utilized for parks and for new municipal facilities; and

WHEREAS, the City of Gig Harbor has benefitted significantly from his services on the City Council;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:**

Section 1. This resolution does hereby extend to Corbett Platt appreciation for his outstanding dedication in representing the best interests of the City of Gig Harbor on the City Council.

Section 2. The City wishes Mr. Platt and his family continued happiness in the future years to come.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this _____ day of January, 2000.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 1/19/00
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: RESOLUTION – ADDITIONAL EMPLOYEE BENEFITS
DATE: FEBRUARY 9, 2000

BACKGROUND

The City currently offers a long-term disability policy to employees. For covered events, this policy provides 60% of the employees' monthly pay after a 90-day wait period. Employees have expressed a desire to supplement this plan.

POLICY CONSIDERATIONS

American Family Life Assurance Company of Columbus (AFLAC) offers a very flexible supplemental policy that is provided to public employees throughout the state. AFLAC benefits are offered to employees of the State, Pierce and Kitsap Counties, South Kitsap School District and Poulsbo to name a few entities that offer these benefits to their employees.

FISCAL CONSIDERATIONS

The benefits offered will not be an additional cost to the City. These benefits will be purely voluntary and if chosen will be deducted from the City's portion of the 401(a) matching contribution.

RECOMMENDATION

Staff recommends the City Council approve this resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ALLOWING CITY EMPLOYEES THE OPTION OF PARTICIPATING IN SHORT-TERM DISABILITY OR OTHER PROGRAMS THROUGH PAYROLL DEDUCTION.

WHEREAS, the benefits provided by the City to City employees does not include a short-term disability program; and

WHEREAS, City employees have indicated a desire to have the option of participating in a short-term disability and other programs that are not part of the City employee benefit package; and

WHEREAS, this would allow short-term disability or other programs to be offered to the employees and allows the City employees the ability to pay for these optional programs through the payroll-deduction procedures; Now, Therefore,

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

Section 1. The City of Gig Harbor does not choose at this time, to include a short-term disability as a mandatory employee benefit, available to all employees as part of their Benefit Plan with the City.

Section 2. The City of Gig Harbor wishes to acknowledge the desire on the part of some employees to be able to participate in a short-term disability as well as other programs. Therefore, the City Council hereby authorizes the Gig Harbor Finance Director to give all City employees the option of obtaining short term disability insurance and other programs with an insurance company chosen by the City Administrator, by completing the necessary forms, and to participate in the programs through the payroll deduction process.

The Finance Director shall provide an written information sheet to each City employee requesting to participate in such programs explaining that the program is not part of the Benefit

Plan provided to City employees, as the Benefit Plan is described in the City Personnel Manual, and that such participation is totally optional. In addition, this information sheet shall require each City employee to sign a statement providing each employee's acknowledgment that by signing up for the program, no claims for coverage under the short-term disability or other programs may be submitted to the City. All claims and disputes regarding coverage or any other issues pertaining to the short-term disability or other programs shall be presented to the insurance company, not to the City. Finally, this information shall inform each City employee that the City shall not answer questions or provide any information about the short-term disability or other programs, other than to give out brochures from the insurance company describing the programs, and the phone numbers of contact persons at the insurance company who can answer questions about the programs for the City employees.

RESOLVED by the City Council this ____ day of _____, 2000.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

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



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: DECLARATION OF SURPLUS PROPERTY
DATE: JANUARY 31, 2000

INTRODUCTION/BACKGROUND

The 2000 budget anticipated replacement of equipment, tools and computer hardware. In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The vehicles and other items of City property proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

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

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

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

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

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

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

To declare as surplus:

| <u>CITY ID #</u> | <u>DESCRIPTION</u> | <u>MODEL NO.</u> | <u>LICENSE NO.</u> |
|------------------|-------------------------------------|--------------------|--------------------|
| 00025 | Craftsman table saw | 113-298210 | |
| 00070 | Edger power trim | 200 | |
| | Homelite weed eater (broken) | 200556A | |
| | Homelite weed eater (broken) | 20611R | |
| 00131 | Equipment trailer | AT1715 | 06438D |
| 00107 | Tymco sweeper | 350 | 12030D |
| 00018 | Homelite trash pump | (EA3 4840) 270DP31 | |
| | Ryan weed eater (broken) | 265-1 | |
| | Ryan weed eater (broken) | 274745 | |
| | Homelite weed eater (broken) | 20539B | |
| 00071 | Honda walk-behind mower | HRA214 | |
| | Metro tech metal locator | 880 | |
| | Southland walk-behind mover | 92-226 | |
| | 5-drawer Safco Map cabinet | | |
| | (3) 4-drawer file cabinets | | |
| | EV700 17" computer monitor | 700-069CS | |
| | (2) 4' x 5' office dividers | | |
| | Stat Vac emergency power pack | 4148ac-120 | |
| 00573 | Laser printer (Hewlett Packard) | C2001A | |
| 00575 | Sears typewriter | SR1000 | |
| | (11) stackable chairs | | |
| 00030 | Battery charger (broken) | 60/250 | |
| | Woods rotary mower | | |
| | Stanley Hyd. Jumping Jack compactor | | |
| | Hyd hole hog | | |
| | Adding machine (Victor) | 1250 | |

| CITY ID # | DESCRIPTION | MODEL NO. | LICENSE NO. |
|--|--|-----------------------------------|-------------|
| | Adding machine (Victor) | 1250A | |
| | Rolling office chair | | |
| | 52 gallon hot water tank | 52 FES | |
| | Genesis computer keyboard | BTC53 | |
| | Qume 14" computer monitor | QM835 | |
| | Computer (Model ?) (old) | 90865 | |
| | Star printer | NX1000 | |
| | (2) 3x5 chalk boards | | |
| | Oak computer table | | |
| | Haskell 3 ft. desk steel | | |
| | 1973 - 80 Chevy Truck Fender (right side) | | |
| | Hitachi 17" computer monitor | Accuvue | |
| | Leading tech 14" computer monitor | 1480A | |
| | (3) 2' x 6' tables, (2) 2' x 4' misc. tables | | |
| 00051 | Roler Dynopac | 2100E | |
| 00022 | Sears 4-ton jack | 328-12060 | |
| | (2) ½ drive air impact | | |
| <u>HISTORICAL SOCIETY</u> | | | |
| | (5) misc. desks (3 wood) (2 steel) | | |
| | Drawing table | | |
| | 10-drawer map cabinet | | |
| | Landa pressure washer | P04-2000W | |
| 00151 | Sears mower | 917-383350 | |
| | (2) misc. tables (2'x6') (4'x8') | | |
| | Desk top organizer shelf | | |
| <u>WASTEWATER TREATMENT PLANT</u> | | | |
| | Pressure cooker | 25X | |
| | (2) Texas Instruments monitors | (1) s/n 1764170081 | |
| | Panasonic laser printer | KX-P4450i | |
| | Epson printer | LX-80 | |
| | Gateway 2000 | 42X-33 | |
| | Texas Instrument control pad | s/n 1234047 | |
| | Gateway monitor | s/n TB1834091309 | |
| | Gateway keyboard | | |
| 007 | Thermolyne Muffle fence | s/n 34805435 | |
| | (5) dehumidifiers | Model# ED23856 | |
| 20 | 33KW portable generator | Model# 33D6WRD s/n 22927 | |
| 00019 | Diaphragm pump | QPD302 | |
| 00016 | Trash pump | 40T | |
| <u>ADMINISTRATION</u> | | | |
| | Gateway 500CS- 15" computer monitor | F.A. 00694, s/n 15006A000956 | |
| | 486 PC - Baby AT - computer | 4SX - 33v, s/n 2128172 | |
| | 486 PC - Baby AT - computer | F.A. 00534 - 4SX -33, s/n 1961918 | |

| <u>CITY ID #</u> | <u>DESCRIPTION</u> | <u>MODEL NO.</u> | <u>LICENSE NO.</u> |
|------------------|---|--|--------------------|
| | Gateway 2000 15" computer monitor | F.A. 00533, s/n TB1814032262 | |
| | Glare screens w/attachments (old) | N/A | |
| | 486 PC - Baby AT computer | F.A. 00522 - 4DX -33v s/n 1962033 | |
| | Gateway 1024 15" computer monitor | F.A. 00584, s/n TB1833056914 | |
| | ARCNET hub - twisted pair | Model# HUB-ARCNET s/n 8825537684 | |
| | Tower Gateway 2000 486 PC | s/n 1228883 | |
| | Tower Gateway 2000 486 PC | s/n 503634/824013 | |
| | Gateway 486 PC - Baby AT | 4SX - 33, s/n 2128170 | |
| | Gateway 15" computer monitor | F.A. 00521, Model# PMV1448NI s/n TB9E44640 | |
| | Baby AT Computer | F.A. 00583, Model# P5-75 s/n 3043623 | |
| | Baby AT 4DX-33 Computer | F.A. 00579, s/n 1962032 | |
| | HP Scanner - Deskscan II + parts & book | Model# C2500A, s/n 3434A19205 | |
| | Gateway Monitor, 500CS | s/n 15006A000884 | |
| | Gateway 1024 15" computer monitor | Model# 1024NI, s/n TB9E49063 | |
| | Akey BPS2 Keyboard | s/n 00618804 | |
| | (10) Gateway keyboards, plus clones | s/n 92274379, 92275737, 00890313 01996353, 00890313, 00715363 00112737, K880058003 00759112, 11270147 | |

RESOLVED this ____ day of February, 2000.

APPROVED:

Mayor

ATTEST / AUTHENTICATED:

Molly Towslee, City Clerk

Filed with the City Administrator:

Passed by the City Council: