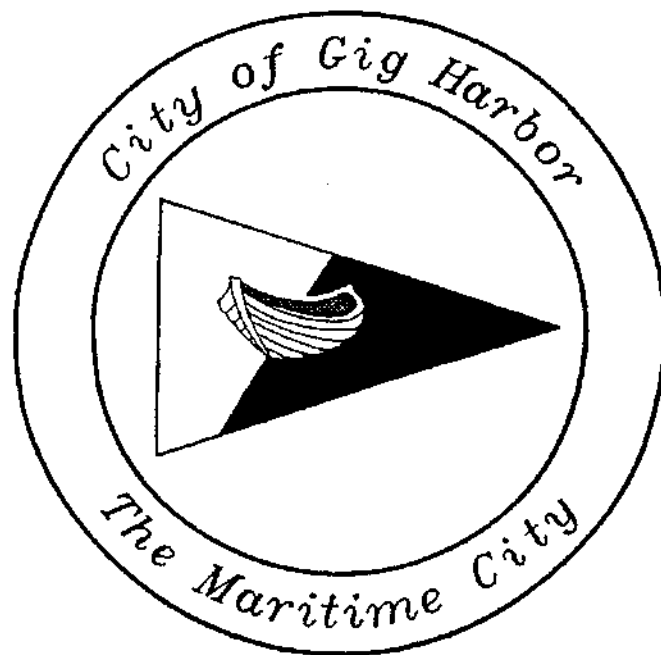


Gig Harbor City Council Meeting



**July 24, 2000
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
July 24, 2000 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARING: Six-Year Transportation Improvement Program 2001 - 2006.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of July 10, 2000.
2. Correspondence / Proclamations:
 - a) Proclamation - National Gymnastics Day - John Smith.
3. Update of Job Descriptions.
4. Update of Personnel Manual.
5. Liquor License Assumption: Old Harbor Saloon.
6. Approval of Payment of Bills for July 10th, 2000:
Checks # 30241 through 30350 in the amount of \$215,372.25.
Check # 30254 replaced voided check #30244.
7. Approval of Payment of Bills for July 24th, 2000:
Checks #30351 through #30357 for \$291,046.33.
Check #30357 replaced voided check #30355.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Amendment to Henderson Bay Purchase and Sale Agreement.
2. Purchase and Sale Agreement - Pleasurecraft Marina.
3. Resolution - Six-Year Transportation Improvement Program 2001 - 2006.
4. First Reading of Ordinance - Franchise Agreement - Tacoma Power and Light.
5. Tucci Escrow Agreement - East/West Road Retainage.
6. Planning Commission Recommendations Revising Chapter 17.80 Sign Code and First Reading of Ordinance Adopting Revisions.
7. Resolution in Support of Zoo Aquarium, Northwest Trek, and Parks Ballot Issue.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

STAFF REPORTS:

1. GHPD - June Stats.
2. Quarterly Finance Report.

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: None scheduled.

ADJOURN:

DRAFT

GIG HARBOR SPECIAL CITY COUNCIL MEETING OF JULY 10, 2000

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

CALL TO ORDER: 7:09 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of June 26, 2000.
2. Correspondence / Proclamations:
 - a) Letter from Pete Lancaster regarding Boat-building Project.
 - b) Commission on Children, Youth & Families.
 - c) Eagle Scout - Jonathan Talliariti.
 - d) Letter from Marie Sullivan, Chamber of Commerce.
 - e) Letter from Len McAdams - Lions Club.
 - f) Letter from John & Ellida Lathrop re: Narrows Bridge.
 - g) Dept. of Ecology - Centennial Clean Water Fund.
3. Contract Award - Pavement Marking.
4. Liquor License Renewals: Pinocchio's Emerald Star Harbor Rock Café
Hunan Gardens Kinza Teriyaki Shorline Steak & Seafood
Spiro's Bella Notte Pizza The Keeping Room
5. Approval of Payroll for the month of June in the amount of \$289,066.63.

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

OLD BUSINESS:

1. Second Reading of Ordinance - Adopting Findings and Facts for the Continued Moratorium on PUDs & PRDs. Pat Iolavera, Interim Planning Director, introduced the second reading of this ordinance and gave an overview of the proposed work plan.

Tiffany Speir - Master Builders Association. Ms. Speir said that on behalf of Master Builders, she looked forward to working with staff during this process. She added that Master Builders hoped that the PUDs and PRDs would not be eliminated completely.

MOTION: Move to adopt Ordinance No. 846.
Picinich/Owel -

Carol Morris, Legal Counsel, asked that the work plan be included as an exhibit to the ordinance.

AMENDED MOTION: Move to include the work plan as corrected to the Ordinance.
Picinich/Ruffo - unanimously approved.

MAIN MOTION: Move to adopt Ordinance No. 846.
Picinich/Owel - unanimously approved.

NEW BUSINESS:

1. Edwards Sewer Request. Mark Hoppen, City Administrator, presented this request for one ERU of sewer to property located just outside city limits. He explained that the property had been served by city water for over a decade.

MOTION: Move to extend one ERU of sewer service to the Edwards residence.
Ruffo/Owel - unanimously approved.

At this point in the meeting, Mayor Wilbert acknowledged the representatives from the Quail Run neighborhood, and added that they would be invited to speak during the Public Comment section of the meeting.

2. Resolution - Support of Gig Harbor Peninsula Historical Society Museum. Pat Iolavera explained that John Holmaas had come before Council at a previous meeting requesting support for the Gig Harbor Peninsula Historical Society in their attempt to build a museum. She continued to say that the Planning Department had been working with the organization to resolve issues, and that the resolution was an effort to show formal support in order for them to include this information in their grant applications.

Councilmember Picinich voiced his support in the department's efforts in addressing zoning issues. He said that this is a great opportunity for both the city and the Historical Society to work together.

Joe Hoots - 2602-64th St. NW. Mr. Hoots gave a little history of the Puget Sound in the early years. He read a paragraph from *Undaunted Courage*, regarding the discovery of Gig Harbor Bay by the Wilkes Expedition in 1841. Mr. Hoots praised the Council for adopting the resolution supporting the Historical Society.

MOTION: Move adoption of Resolution No. 556.
Picinich/Owel - unanimously approved.

PUBLIC COMMENT/DISCUSSION:

Phyllis Gamas - 4121 31st Ave Ct. NW. Ms. Gamas thanked Council for the opportunity to speak on behalf of the Quail Run residents. She said that the neighborhood was thankful that they had been invited to meet with Dave Skinner on June 23rd, who shared information surrounding the incorrect survey and the clearing of ten feet of their property during the construction of the Pt Fosdick Improvement Project. She said that as a result of that meeting, they had decided to get together as a community and come up with proactive suggestions. She

said that approximately 20 to 25 neighbors had met and came up with four suggestions that she wished to share with Council and staff. The first suggestion was that the city compensate the neighborhood for the trees that had been cut and sold. The second suggestion was for the city to prepare a proposed landscaping plan for re-vegetation of the cleared property with plants that are consistent to the surrounding vegetation. Their third suggestion was that the city address the safety concerns of the walking path located near the cleared area by adding some kind of barrier to protect pedestrians from the possibility of traffic careening off Pt. Fosdick. Their last was a request for any documentation that the city may have regarding the placement of the utility box by Peninsula Light. She then asked if a response to their suggestions could be back to them before their August 5th meeting.

Dave Skinner addressed the suggestions and answered questions from the Councilmembers. He first informed Ms. Gamas that the Construction Inspector had documentation of the conversation with Peninsula Light employees regarding the placement of the utility box, which he would be happy to share. He explained that the cost for a landscaping plan would be handled through a change order to the Point Fosdick construction project. He added that a Department of Transportation aerial photo would help to establish the number of trees that had been mistakenly cut, and that the adjoining vegetation would enable an estimated value of the downed timber. He talked about the safety issues and re-design of the road project to address these concerns.

Councilmember Ruffo explained that Council would need to hear back from staff before ruling on any requests. Dave Skinner assured Ms. Gamas that he would have the information for Council to make a decision in time for the Quail Run homeowner's meeting.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Robinson reported that he and his wife had gone to watch the skateboarders and had a great time.

Mayor Wilbert explained that she had a videotape of the skate park dedication ceremony available for viewing. She then mentioned that Councilmember Picinich had just returned from a trip to California where he visited some skate parks, and has volunteered to work with the young people to finish the project and establish a positive relationship with the youth.

Councilmember Picinich gave a brief report on his contact with the surrounding business owners, and the idea of fostering a youth-oriented government to police the area.

Dave Skinner reported that after the article in the Gateway ran, the kids had become more responsible and the litter problem had been curtailed. He said that the concrete benches, in the shape of a skateboard, were being installed in the near future.

Rosemary Ross. Ms. Ross said that she and her husband walk in that area quite often, and said that they had observed two things. First, that people run down the trail out into traffic on Kimball Drive, causing near-miss accidents, and second, there were a couple of boys with brooms who were sweeping and cleaning the park. She said that this was encouraging to see.

Mayor Wilbert then reported that she had received a contribution of \$100 toward filing the appeal of the Narrows Bridge FEIS. She explained that she would like suggestions on how to handle such funds. Mark Hoppen explained that each contribution to the city requires an ordinance with two readings and recommended that a non-profit organization be utilized to collect the funds, and then the funds could be given to the city to be accepted by ordinance. Councilmember Robinson suggested utilizing the Citizen's Against Tolls organization, chaired by County Councilmember Karen Biskey.

STAFF REPORTS: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Council Retreat - July 21st, 12:00 p.m. - 4:00 p.m. at Murphy's Landing.
2. Forward Together Group - July 7th, August 2nd and August 7th at City Hall.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(i). Action will not be taken after the session.

MOTION: Move to adjourn to Executive Session at 8:00 p.m. for approximately 15 minutes for the purpose of discussing pending litigation.
Picinich/Ruffo - unanimously approved.

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

MOTION: Move to return to Executive Session for an additional ten minutes.
Picinich/Robinson - unanimously approved.

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

ADJOURN:

MOTION: Move to adjourn at 8:15 p.m.
Ruffo/Robinson - unanimously approved.

Cassette recorder utilized.
Tape 582 Side B 230 - end.
Tape 583 Side A 000 - end.
Tape 583 Side B 000 - 085.

Mayor

City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, USA Gymnastics is celebrating National Gymnastics Day on August 12, 2000 to help bring attention to the positive physical fitness gymnastics fosters; and

WHEREAS, National Gymnastics Day exists to acknowledge the past and present champions from the United States; and

WHEREAS, gymnastics helps develop coordination, flexibility and strength and is a way to increase young people's self esteem and confidence - qualities that benefit them throughout their lives; and

WHEREAS, gymnastics provides a strong foundation for fitness and helps develop skills that enhance performance in other sports, and is a fun way to keep fit; and

WHEREAS, collectively, our nation strives to encourage greatness and achievement in our young people, helping them all to become champions in life; and

WHEREAS, thousands of gymnastics clubs across the United States give people of all ages and abilities an exciting way to participate in sports; and

WHEREAS, USA Gymnastics is partnering with local clubs during National Gymnastics Day to support gymnastics in local communities;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, join Olympic coaching great Bela Karolyi, USA Gymnastics, and the National Association for Health and Fitness in proclaiming August 12, 2000 as

NATIONAL GYMNASTICS DAY

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 24th day of July, 2000.

Gretchen A. Wilbert, Mayor

Date

NASA Gymnastics (since 1981)

John Daniel Smith Director/ Women's Coach

2905 Jahn Avenue NW #11 North American Sports Academy Gig Harbor, WA. 98335, USA Telephone 1-206-851-7061

NASA Gymnastics, which stands for North American Sports Academy, was formed in June of 1981. The concept of providing quality coaching with a positive attitude was new and different in the early 80's. NASA's slogan of "Quality coaching with a SMILE", is the basis for the instruction in our pre-school gymnastics and recreational training programs. All staff members at NASA are encouraged to help each gymnast improve their self esteem and make every effort to keep an uplifting attitude toward the gymnasts they train each day.

NASA Gymnastics exists to meet the following needs in the community:

1. To provide a positive environment for children's values and positive attitudes to be formed.
2. To utilize gymnastics as a vehicle for learning. Correlating the fundamental principles of gymnastics to the world and environment around the children we teach.
3. To provide a facility, staff and state of art the equipment needed to develop and train International gymnasts.
4. To maintain a standard of quality gymnastics performance in the competitive gymnastics arena.
5. To be a stable community resource and a leader in overall child development.

Since 1981, over 12,000 children have been instructed by NASA Gymnastics staff members. Many NASA gymnasts have graduated from college with Masters degrees and gone on to pursue professional fields. They have given some of the credit for their success to the values they learned early on at NASA. "Teaching values to succeed in Life," has been a guiding focus for the staff at NASA, and the sport of gymnastics provides the opportunity for daily development of these skills. Learning to work hard, striving to achieve goals, learning to follow directions, and the enjoying results of those directions followed. Learning to overcome fears, of failure, of heights, of weakness, of being in front of a crowd, of embarrassment. These fears are dealt with and systematically addressed, all the while the children learn to become physically and emotionally strong, flexible and confident individuals. Being persistent, seeking the next challenge, setting and achieving goals, becoming disciplined enough to follow the more difficult path which leads to a higher level of performance instead of taking the easy road. These are the areas the staff at NASA focus on to help take the children of this generation to the next level in their development.

What road has NASA taken to get where it is?

NASA began as a concept in 1980, following the political debacle of the Moscow Olympiad. Train quality basics, take no short cuts, follow the rules, and use the Eastern Block Technical information and apply it with positive American attitudes to the young people of the Northwest. The facility which served as NASA's first home was a 750 square foot studio, which expanded to afternoon programs in 4 elementary schools in Gig Harbor. The program grew to include training at the Town and Country Health Spa, which today is the Gig Harbor Athletic Club. The parent support group, (NAGB) assisted in locating a 3900 square foot building just across the bridge in Tacoma and a 10 year lease began. NASA's staff trained many state and regional champions in the Tacoma gym and qualified several athletes to the National Championships. It was not until the return to Gig Harbor in 1993 that NASA Gymnastics became the program it was intended to be. Reestablishing a recreational program in 1991 in 3,400 square feet in Gig Harbor filled a need in the community and attracted over 200 children per month to the upbeat enthusiastic gym. In May of 1993 the current 7,500 square foot facility was opened to NASA's growing recreational program and excited team gymnasts. For the first time NASA gymnasts would have In ground training pits for their daily practices and state of the art Uneven Bars, multiple high quality Balance Beams and a 42 foot long in ground tumbling trampoline. Progress accelerated exponentially. In the Spring of '94 NASA Gymnasts won multiple regional titles and qualified to the ELITE level of USA Gymnastics. In '95 NASA produced 2 National Champions and many Washington State Champions. In addition to training champions NASA has assembled a top notch staff of instructors to meet the need as positive roll models and nurturers of our future. NASA Gymnastics, "Teaching Values to succeed in life through Quality Coaching with a SMILE!"



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: JOB DESCRIPTIONS UPDATE
DATE: JULY 18, 2000

INTRODUCTION/BACKGROUND

The City Budget for 2000 authorizes the update of four areas, including the position descriptions for Accountant, Assistant Public Works Director, and Public Works Supervisor. Job descriptions for these positions are consistent with approved position changes in the City Budget for the year 2000. New hirings were not necessitated with respect to these positions. The attached job descriptions are presented to Council for inclusion in the City of Gig Harbor Job Descriptions.

POLICY CONSIDERATIONS

Job descriptions help define the work tasks and functions, jobs, skills, abilities, physical requirements, and experiential and training qualifications for these positions.

RECOMMENDATION

Staff recommends a motion to include the attached job descriptions in the City of Gig Harbor Job Descriptions.

ACCOUNTANT

Nature of Work

This is accounting work performed in the Finance Department. The position is responsible for general ledger maintenance, financial reporting - both quarterly and annual, monthly budget reports, bank reconciliations, fixed asset accounting. The position provides professional accounting support for all finance department functions and is expected to be proficient in payroll, accounts payable, utility billing and other functions within the Finance Department.

Control Over Work

The employee is under the direct supervision of the Finance Director and indirect supervision of the City Administrator.

Essential Duties and Responsibilities

Performs journal and general ledger entries; analyzes accounts and performs account adjustments.

Assists with implementation of new accounting systems.

Responsible for a variety of bookkeeping, accounting, and fiscal functions.

Prepares year-end adjusting and closing entries.

Prepares monthly expenditure analysis and forecasts.

Serves as city liaison to the State Auditor's office; responsible to coordinate, facilitate, plan and provide information for the annual state audit.

Prepares a variety of complex financial reports including monthly, quarterly and annual financial reports.

Participates and assists in the annual budget process.

Other Job Functions:

Pays close attention to a variety of detailed, complex financial information, and effectively perform during periods of intense concentration with frequent interruptions.

Effectively manages assigned responsibilities with competing demands, changing priorities, and stringent timelines.

Works independently at a complex technical level.

Serves as back-up for all Finance Department functions.

Provides training and support to Finance Technicians.

Knowledge, Abilities, and Skills

Thorough knowledge of the principles and practices of public finance, accounting, and auditing, and of modern municipal finance principles.

General knowledge of computers, computerized accounting systems and spreadsheets.

Understand, interpret, and apply legal and financial documents, rules, and regulations.

Perform a variety of mathematical and statistical calculations quickly and accurately.

Maintain sustained attention to detail and to work under the pressure of rigid deadlines.

Communicate detailed accounting information clearly and concisely.

Work independently from general instructions and broad work expectations.

Organize work for maximum efficiency.

Physical Demands and Work Environment

Work is performed in an office setting. Walking, sitting, standing, bending and reaching is required. Some local traveling may be required. Exposure to adverse weather conditions is minimal.

Qualifications Required

Minimum: Four-year degree in business, accounting, or related field. Work experience in a municipal environment preferred. Two years of progressively responsible professional accounting experience required.

ASSISTANT PUBLIC WORKS DIRECTOR

Nature of Work

This is administrative and supervisory work in directing facilities operation, construction, maintenance, service and repair activities in the Public Works Department. The employee in this position is responsible for supervising and coordinating the work of the Public Works Street, Sewer, Storm, Water, and Park Departments which consist of skilled, semi-skilled and unskilled workers engaged in one or more of the following activities: construction and maintenance of streets and walkways; water distribution system; buildings; parks and grounds; and storm drain system. The employee also provides oversight and assistance to the Wastewater Treatment Plant Supervisor in the areas of budgeting, scheduling and purchasing.

The number of workers supervised will vary, depending upon the nature and scope of projects, seasonal requirements, presence of emergency conditions, and growth of the city. Primary emphasis is on completing projects according to plans and specifications in order of priorities assigned. Administrative duties include assisting the Public Works Director in project planning, budget forecasting and preparation, personnel administration, equipment and material purchasing and accounting, preparation of reports, and maintenance of required records and general files. The employee assists the Public Works Director and supervises other departments in special projects as assigned. Incumbent will develop effective working relationships with elected and program officials as well as city employees and the general public.

Controls Over the Work

Under supervisory control of the Public Works Director, the incumbent's work is performed with considerable latitude for independent judgment and actions. Assignments are received in the form of oral instructions, work orders, established maintenance and service schedules, blueprints, sketches, and rough notes. The work requires the application of sound judgment, the application of technical engineering and trades and crafts techniques, and practices a wide variety of public works activities. Incumbent's work is reviewed for supervisory effectiveness, quality and timeliness of completed projects, and conformance with governing laws, ordinances, and local policies and procedures.

Essential Duties and Responsibilities

Supervises public works crew(s) engaged in a wide variety of tasks such as maintenance and repair of water mains, pumps, motors, main line valves, fire hydrants, meters and storage tanks; meter reading; operating and servicing heavy road and construction equipment and light motor vehicles; cleaning roadside ditches, culverts and catch basins; repairing streets, guardrails, and sidewalks; installing and repairing street and traffic control signs; pavement striping; brush cutting and tree trimming; clearing snow, ice, and slide debris from streets and walks; maintenance of buildings and grounds; upkeep of city parks; and maintenance and repair of pumps, and related facilities.

Analyzes and troubleshoots problems such as street and sidewalk damages or obstructions; watermain leaks and breaks; malfunctioning or inoperative water system pumps, motors, controls;

and water system overload or misuse.

Plans, establishes, and schedules daily work assignments and priorities; requisitions supplies and equipment; and periodically inspects tools and equipment to ensure that proper care and maintenance is being performed. Studies equipment needs and makes recommendations for replacement, alteration and repair of equipment.

Prepares periodic work progress reports; maintains required records, logs, maps, blueprints and charts; and maintains employee time and attendance records.

Provides on-site direction and guidance to employees during assignments, and inspects work in progress and upon completion to ensure compliance with work standards and local codes, and proper safety techniques and procedures. Accomplishes personnel activities such as performance evaluations and salary revisions of the public works crew(s).

Prepares budget estimates and controls the expenditure of department funds. This includes assisting the Public Works Director in planning and budgeting for future Public Works activities; and establishing an adequate system of reporting from subordinates to assure necessary control information.

Performs other duties as requested by the Public Works Director.

Knowledge, Ability, and Skills

Thorough knowledge of materials, methods, and techniques commonly used in construction and repair activities as relates to assigned areas of specialization.

In-depth knowledge of the occupational hazards, safety standards, and practices of the work that requires supervision.

Up to date knowledge of Federal, State, and local regulations. Working knowledge of City Public Works Department standards, policies, and procedures.

Good knowledge of preparing and maintaining records and files, including project/program records, equipment and material purchasing and accounting.

Good knowledge of the properties, utilization, and care of the materials, tools, and equipment used by the employees supervised.

Effectively supervise and coordinate the activities of skilled, semi-skilled and unskilled employees performing a wide variety of maintenance, repair, and service functions.

Ability to make sound and timely recommendations for project implementation, and/or modification based upon established department plans and results of personal observations and needs analysis.

Ability to read charts, diagrams, and blueprints.

Effectively communicate orally and in writing and to establish and maintain effective working relationships with management, employees and the general public.

Ability to work on the development of a public works budget, including preparing objectives, programs, and long-range planning, and program/project estimating.

Physical Demands and Work Environment

The work environment is partially an office setting with the balance of time in an out-of-doors environment involving moderate risks, discomfort, or unpleasantness such as a high level of noise; dust, grease and mud; moving vehicles or machines; cold and/or wet weather. Normal safety precautions are required; and the incumbent may wear some protective clothing and equipment such as rain and snow gear, boots, goggles, and gloves. Work requires some physical exertion such as long periods of standing; walking over rough, uneven surfaces; and recurring bending, crouching, stooping and reaching; and occasional lifting of moderately heavy items. Work requires above average physical agility and dexterity.

Qualifications Required

Six years of progressively responsible work experience in public works management, utilities or general maintenance and trade area, with a minimum of three years of supervisory experience. This supervisory experience should be current (within the last five years) and be experience in supervising similar crews and activities as found in governmental public works operations.

Washington certification as a Water Distribution Manager II and graduation from an accredited two-year engineering or technical training institute is desired.

PUBLIC WORKS SUPERVISOR

Nature of Work

This is administrative and supervisory work in directing facilities operation, construction, maintenance, and service and repair activities in the Public Works Department. The employee in this position is responsible for supervising and coordinating the work of skilled, semi-skilled and unskilled workers engaged in one or more of the following activities: street and walkways maintenance and repair; water system maintenance and repair; buildings and grounds maintenance. ~~Wastewater Treatment Plant operation and maintenance of attendant facilities and equipment.~~

The number of workers supervised will vary, depending upon the nature and scope of projects, seasonal requirements, presence of emergency conditions, and growth of the city. Primary emphasis is on completing projects according to plans and specifications in order of priorities assigned. Administrative duties include assisting the Assistant Public Works Director in project planning, ~~budget forecasting and preparation, personnel administration, equipment and material purchasing and accounting; preparation of reports; and maintenance of required records and general files.~~ Incumbent will develop effective working relationships with elected and program officials as well as city employees and the general public.

Controls Over the Work

Under supervisory control of the Public Works Director and/or Assistant Public Works Director, the incumbent's work is performed with considerable latitude for independent judgement and actions. Assignments are received in the form of oral instructions, work orders, established maintenance and service schedules, blueprints, sketches, and rough notes. Work requires the application of sound judgment and the application of technical engineering and trades and crafts techniques and practices in a wide variety of public works activities. Incumbent's work is reviewed for supervisory effectiveness, quality and timeliness of completed projects, and conformance with governing laws, ordinances, and local policies and procedures.

Essential Duties and Responsibilities

Supervises public works crew(s) engaged in a wide variety of tasks such as maintenance and repair of water mains, pumps, motors, main line valves, fire hydrants, meters and storage tanks; meter reading; operating and servicing heavy road and construction equipment and light motor vehicles; cleaning roadside ditches, culverts and catch basins; repairing streets, guardrails, and sidewalks; installing and repairing street and traffic control signs; pavement striping; brush cutting and tree trimming; clearing snow, ice, and slide debris from streets and walks; maintenance of buildings and grounds; and upkeep of city parks. ~~; and maintenance and repair of sewer lines, pumps, and related facilities.~~

~~Supervises the operation and routine maintenance of the Wastewater Treatment Plant and attendant equipment and facilities.~~

Analyzes and troubleshoots problems such as street and sidewalk damages or obstructions; water and sewer main leaks and breaks; malfunctioning or inoperative sewer and water system pumps, motors, controls; and water system overload or misuse.

Plans and schedules daily work assignments and establishes work priorities; requisitions supplies and equipment; and periodically inspects tools and equipment to ensure that proper care and maintenance is being performed.

Prepares periodic work progress reports; maintains required records, logs, maps, blueprints and charts; and maintains employee time and attendance records.

Provides on-site direction and guidance to employees during assignments, and inspects work in progress and upon completion to ensure compliance with work standards and local codes, and proper safety techniques and procedures. Accomplishes personnel activities such as performance evaluations and salary revisions of the public works crew(s).

Performs other duties as required by designated supervisors.

Knowledge, Ability, and Skills

Thorough knowledge of materials, methods, and techniques commonly used in construction, and repair activities as relates to assigned areas of specialization.

Thorough knowledge of the occupational hazards and safety standards and practices applicable to the work being supervised.

Good knowledge of Federal, State, and local regulations and standards and of city and department policies and procedures.

Good knowledge of preparing and maintaining records and files, including project/program records, equipment and material purchasing and accounting.

Good knowledge of the properties, utilization, and care of the materials, tools, and equipment used by the employees supervised.

Ability to effectively supervise and coordinate the activities of skilled, semi-skilled and unskilled employees performing a wide variety of maintenance, repair, and service functions.

Ability to make sound a timely recommendations for project implementation, and/or modification based upon established department plans and results of personal observations and needs analysis.
Ability to read charts, diagrams, and blueprints.

Ability to effectively communicate orally and in writing and establish and maintain effective

working relationships with management, employees and the general public.

Ability to work on the development of a public works budget, including preparing objectives, programs, and long-range planning, and program/project estimating.

Physical Demands and Work Environment

Work is performed primarily out-of-doors involving moderate risks, discomfort, or unpleasantness such as a high level of noise; dust, grease and mud; moving vehicles or machines; cold and/or wet weather. Normal safety precautions are required; and the incumbent may wear some protective clothing and equipment such as rain and snow gear, boots, goggles, and gloves. Work requires some physical exertion such as long periods of standing; walking over rough, uneven surfaces; and recurring bending, crouching, stooping and reaching; and occasional lifting of moderately heavy items. Work requires above average physical agility and dexterity.

Qualifications Required

~~Six~~ Four years of progressively responsible work experience in the utilities or general maintenance and trade area, with a minimum of three years of supervisory experience. This supervisory experience should be current (within the last five years) and be experience in supervising similar crews and activities as those found in governmental public works operations.

Washington certification as a ~~Water Specialist~~ Water Distribution Manager II and graduation from an accredited two-year engineering or technical training institute is desired.



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: UPDATE OF PERSONNEL MANUAL
DATE: JULY 18, 2000

MHS

INTRODUCTION/BACKGROUND

The City Council approved Resolution No. 536 on July 12, 1999, establishing a system for the issuance, use and control of purchasing and credit cards by city officials, officers and employees. The resolution has been in effect since that time. The attached resolution includes Resolution No. 536 in the personnel regulations manual that is periodically updated for city wide reference.

POLICY CONSIDERATIONS

The inclusion of the resolution in the manual, with its complete adoption text, is a "house-keeping" matter.

RECOMMENDATION

Staff recommends a motion to approve the attached resolution.

RESOLUTION NO. _____

**A RESOLUTION ADDING TO THE PERSONNEL REGULATIONS, LAST
UPDATED ON MAY 12, 1997, RELATING TO EMPLOYEE USE OF
CREDIT CARDS.**

WHEREAS, the City Council adopted Resolution No. 536 establishing a system for the issuance, use and control of purchasing and credit cards by city officials, officers and employees and directing the Finance Department to implement the system; and

WHEREAS, this language should be included in the personnel policy to reflect this system;

NOW THEREFORE, BE IT RESOLVED by the City Council, as follows:

Section 1. A new section shall be added to the **Employee Benefits** section of the Personnel Regulations, as last updated on May 12, 1997, to read as follows:

Y. USE OF CITY CREDIT CARDS

- 1) Implementation. The Finance Director (or his/her designee) shall implement this system for the distribution, credit limits, payment of bills, authorization and control of cards, relating to the use of credit and purchasing cards by City officials, officers and employees.
- 2) Eligibility. All regular-status City employees and City officers/officials are eligible to receive a Purchasing/Credit card if authorized by their Approving Director and the Finance Director. Purchasing/Credit cards may be checked out by the Finance Department to those City officials/officers and employees who are authorized to obtain a card because their job responsibilities would be facilitated by the use of a Purchasing/Credit Card and such use would benefit the City. The act of obtaining a City Purchasing/Credit Card does not indicate pre-approval of expenses.
- 3) Establishment of Card Limits. The Finance Department shall set a credit limit on the Purchasing/Credit Card not to exceed \$5,000. No single purchase on the Purchasing/Credit Card shall exceed \$1,000 without prior approval of the City Administrator or the Finance Director.
- 4) Official/Officer and Employee Responsibility.

- a. Cardholders are accountable and responsible for the expenses charged on the card in their name or the city's name.
- b. Purchasing /Credit Cards are to be used for City business only and not personal use. An Agreement between the Cardholder and the City must be executed before the Card will be issued.
- c. Purchasing/Credit Cards will not be used for personal expenses, cash advances, or tuition, the latter of which may be reimbursed through the City's Tuition Reimbursement Program. It may not be used as a substitute for professional service agreements, public works contracts and/or human services contracts.
- d. The use of the Purchasing/Credit Card does not relieve the Cardholder from complying with other City and departmental policies and procedures. The Card is not intended to replace effective procurement planning which can result in quantity discounts, reduced number of trips and more efficient use of City resources.
- e. The only person entitled to use the Purchasing/Credit Card is the person who has been issued the card. Cards should be treated with extreme care in the same manner as a personal credit card. The Cardholder will be responsible to report a lost or stolen card immediately to the Purchasing Card Administrator.
- f. The Cardholder must retain all receipts and reconcile their Purchasing/Credit Card statement within the timelines set by the Purchasing Card Administrator. The statement must be reconciled and submitted to the Purchasing Card Administrator along with all receipts and a complete description of each product/service that was purchased if the information is not already on the receipt.
- g. Merchandise returns and billing errors are the Cardholder's responsibility. The Cardholder is responsible for resolving all disputes directly with the Purchasing Card Vendor or the merchant. All charges must be paid on invoicing.
- h. If the Cardholder will be absent from the City for an extended period of time (ie., vacation), the Cardholder is responsible for assigning and training an employee within his/her department to handle the account reconciliation responsibilities and meet established deadlines.
- i. If the Card is used for the purpose of covering authorized travel expenses, the Cardholder shall submit a fully itemized travel expense voucher within 15 days of returning from such travel. Any charges against the Purchasing/Credit

Card not properly identified on the travel expense voucher or not allowed following an audit (as required by RCW 42.24.080) shall be paid by the Cardholder by check, U.S. currency or salary deduction.

5) City Procedure:

- a. If, for any reason, disallowed charges are not repaid by the Cardholder before the statement is due, the City shall retain a prior lien against and a right to withhold any and all funds payable to the Cardholder up to the amount of the disallowed charges and interest at the same rate as charged by the Purchasing/Credit Card.
- b. Finance charges will not be paid by the City. If the statement and receipts are not submitted to the Purchasing Card Administrator by the due date, the Purchasing/Credit Card limit will be set to zero until the information is received. Also, the City may revoke the Purchasing/Credit Card under Section 6 herein.
- c. Cardholders shall not use the Card if any disallowed charges are outstanding and shall surrender the Card upon demand of the Finance Director.

6) Card Revocation. The City shall have unlimited authority to revoke the use of any Purchasing/Credit Card, and upon delivery of a revocation order to the Purchasing/Credit Card company, shall not be liable for any costs. A Purchasing/Credit Card may be revoked by the Purchasing Card Administrator under any of the following circumstances:

- a. If the Card is used in a manner inconsistent with City policy or
- b. If the Cardholder transfers to another department;
- c. If the Cardholder resigns or is otherwise terminated from the City;
- d. If the monthly Purchasing/Credit Card is not properly reconciled or received by the Purchasing Administrator according to the established schedule;
- e. If finance charges are incurred as a result of an officer/official or employee's failure to comply with Section 4; or
- f. If the card is lost or stolen.

PASSED this ____ day of July, 2000.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk

Filed with City Clerk: 7/19/00

Passed by City Council:

W. PERSONNEL RECORDS

- 1) The City Administrator shall maintain a personnel record for each employee. Such record shall contain the employee's name, title of position held, the department to which assigned, salary, performance evaluations, personnel actions affecting the employee, change in employment status, training received, and such other information considered pertinent.
- 2) A medical file is also kept for each employee, which is separate from the personnel file and is kept locked. It contains information on any physical reports, medical notes or leaves, drug testing results, and accident reports or claims.
- 3) An employee has the right to review his/her file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.
- 4) Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, contrary to Law, without a written request for specific information submitted to the City Administrator.

X. USE OF CITY VEHICLES

City vehicles shall not be driven for personal uses. With the approval of the City Administrator, on-call employees may drive a city vehicle back and forth between work and their private residence.

Y. USE OF CITY CREDIT CARDS

- 1) Implementation. The Finance Director (or his/her designee) shall implement this system for the distribution, credit limits, payment of bills, authorization and control of cards relating to the use of credit and purchasing cards by City officials, officers and employees.
- 2) Eligibility. All regular-status City employees and City officers/officials are eligible to receive a Purchasing/Credit card if authorized by their Approving Director and the Finance Director. Purchasing/Credit cards may be checked out by the Finance Department to those City

officials/officers and employees who are authorized to obtain a card because their job responsibilities would be facilitated by the use of a Purchasing/Credit Card and such use would benefit the City. The act of obtaining a City Purchasing/Credit Card does not indicate pre-approval of expenses.

3) Establishment of Card Limits. The Finance Department shall set a credit limit on the Purchasing/Credit Card not to exceed \$5,000. No single purchase on the Purchasing/Credit Card shall exceed \$1,000 without prior approval of the City Administrator or the Finance Director.

4) Official/Officer and Employee Responsibility.

a. Cardholders are accountable and responsible for the expenses charged on the card in their name or the city's name.

b. Purchasing /Credit Cards are to be used for City business only and not personal use. An Agreement between the Cardholder and the City must be executed before the Card will be issued.

c. Purchasing/Credit Cards will not be used for personal expenses, cash advances, or tuition, the latter of which may be reimbursed through the City's Tuition Reimbursement Program. It may not be used as a substitute for professional service agreements, public works contracts and/or human services contracts.

d. The use of the Purchasing/Credit Card does not relieve the Cardholder from complying with other City and departmental policies and procedures. The Card is not intended to replace effective procurement planning which can result in quantity discounts, reduced number of trips and more efficient use of City resources.

e. The only person entitled to use the Purchasing/Credit Card is the person who has been issued the card. Cards should be treated with extreme care in the same manner as a personal credit card. The Cardholder will be responsible to report a lost or stolen card immediately to the Purchasing Card Administrator.

f. The Cardholder must retain all receipts and reconcile their Purchasing/Credit Card statement within the timelines set by the Purchasing Card Administrator. The statement must be reconciled

and submitted to the Purchasing Card Administrator along with all receipts and a complete description of each product/service that was purchased if the information is not already on the receipt.

- g. Merchandise returns and billing errors are the Cardholder's responsibility. The Cardholder is responsible for resolving all disputes directly with the Purchasing Card Vendor or the merchant. All charges must be paid on invoicing.
- h. If the Cardholder will be absent from the City for an extended period of time (ie., vacation), the Cardholder is responsible for assigning and training an employee within his/her department to handle the account reconciliation responsibilities and meet established deadlines.
- i. If the Card is used for the purpose of covering authorized travel expenses, the Cardholder shall submit a fully itemized travel expense voucher within 15 days of returning from such travel. Any charges against the Purchasing/Credit Card not properly identified on the travel expense voucher or not allowed following an audit (as required by RCW 42.24.080) shall be paid by the Cardholder by check, U.S. currency or salary deduction.

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- b. Finance charges will not be paid by the City. If the statement and receipts are not submitted to the Purchasing Card Administrator by the due date, the Purchasing/Credit Card limit will be set to zero until the information is received. Also, the City may revoke the Purchasing/Credit Card under Section 6 herein.
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order to the Purchasing/Credit Card company, shall not be liable for any costs. A Purchasing/Credit Card may be revoked by the Purchasing Card Administrator under any of the following circumstances:

- a. If the Card is used in a manner inconsistent with City policy or
- b. If the Cardholder transfers to another department;
- c. If the Cardholder resigns or is otherwise terminated from the City;
- d. If the monthly Purchasing/Credit Card is not properly reconciled or received by the Purchasing Administrator according to the established schedule;
- e. If finance charges are incurred as a result of an officer/official or employee's failure to comply with Section 4; or
- f. If the card is lost or stolen.

Z. PERSONAL TELEPHONE CALLS

Personal calls on city telephones and city-owned cellular phones are generally discouraged. However, an employee may call if the failure to call will interfere with their performance. Such calls should be brief and to the point. Employees who use city-owned cellular telephones shall sign reimbursement agreements which authorize withholding of employee pay for failure to pay reimbursement of personal calls not authorized. Personal long distance calls shall be approved by the City Administrator or the employee's department manager. The employee shall reimburse the city for the call.

If approved by the city, an employee may use their personal cellular phone for business-related calls and be reimbursed by the city.

AA. INJURY PROCEDURE

In case of injury, no matter how minor the injury seems, an employee shall contact their supervisor or department manager to report the injury. Employees have the right to go to the doctor of their choice. All medical bills that arise from a workplace injury or occupational disease will be paid by the Washington State Fund. Be sure to notify the doctor that the injury is work-related and he/she will complete a Report of Industrial Injury or Occupational Disease form and send it to the Department of Labor and Industries. This is the first step in filing an



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 3000 Pacific, P.O. Box 43075
 Olympia, WA 98504-3075
 (360) 664-1600

RECEIVED

JUL 12 2000

DATE: 7/06/00

TO: CITY OF GIG HARBOR

RE: ASSUMPTION
 From STONE STRIKE INC.
 Dba CHARLIE O'S ALE HOUSE

CITY OF GIG HARBOR

APPLICANTS:

THE OLD HARBOR SALOON, L.L.C.

KESLING, PETER R
 1944-01-11 532-40-5898
 KESLING, PATRICIA ANN
 (Spouse) 1944-10-06 532-44-0990
 DE GALAN, JAMES
 1960-12-03 531-78-3253

License: 073240 - 2F County: 27
 Tradename: OLD HARBOR SALOON
 Loc Addr: 5114 POINT FOSDICK DR NW
 GIG HARBOR WA 98335-1716
 Mail Addr: 5114 PT FOSDICK DR NW
 GIG HARBOR WA 98335-1716

Phone No.: 253) 566-3698

Privileges Applied For:
 TAVERN - BEER/WINE
 OFF PREMISES

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

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

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

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



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8186

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: FIRST AMENDMENT TO HENDERSON BAY PURCHASE AND SALE AGREEMENT
DATE: JULY 21, 2000

INFORMATION/BACKGROUND

In November, 1997, the Peninsula School District entered into a purchase and sale agreement with the City of Gig Harbor to transfer ownership of the Henderson Bay High School property, located on Grandview Street, to the City of Gig Harbor. The agreement requires the District to demolish all structures on the site and remove the remains, leaving a clean building site for the City by December 20, 2000.

The District has been unable to meet the requirements of the contract by the agreed timeline, and has requested an extension of the final date for the District to turn over the site. Consequently, in the District's letter of request received June 19, 2000, the District requested an extension until April 1, 2001 to accomplish the work.

POLICY CONSIDERATIONS

The attached amendment has been crafted by the City Attorney to satisfy the District's adjustment to this timeline.

FISCAL CONSIDERATIONS

The District is asked in this amendment agreement to place a bond for the demolition costs of the facility in an amount estimated by the city to be adequate for all demolition costs other than heating oil storage tanks.

RECOMMENDATION

Staff recommends approval of the attached amendment for submission to the Peninsula School District Board of Directors.

**FIRST AMENDMENT TO
OPTION AGREEMENT AND
AGREEMENT FOR THE PURCHASE AND SALE OF
HENDERSON BAY ALTERNATIVE HIGH SCHOOL
BETWEEN THE CITY OF GIG HARBOR
AND PENINSULA SCHOOL DISTRICT**

THIS FIRST AMENDMENT TO OPTION AGREEMENT AND AGREEMENT FOR THE PURCHASE AND SALE OF HENDERSON BAY ALTERNATIVE HIGH SCHOOL IN GIG HARBOR (hereinafter this "First Amendment") is entered into this 1st day of July, 2000, by and between the Peninsula School District, a Washington municipal corporation ("Seller") and the City of Gig Harbor, a Washington municipal corporation ("Purchaser") and Commonwealth Land Title Insurance Company, Seattle, Washington ("Escrow Agent"):

WHEREAS, on November 5, 1997, the parties entered into the Option Agreement and Agreement for the Purchase and Sale of Henderson Bay Alternative High School (hereinafter the "Agreement"); and

WHEREAS, this Agreement contemplated the Purchaser's purchase of two parcels of property (the "Vacant Property" and the "School Building Property") in two stages; and

WHEREAS, the condemnation of the Vacant Property took place as contemplated by Section 1 of the Agreement, and the Purchaser now holds title to the Vacant Property; and

WHEREAS, the Agreement provided for the Seller's initiation of demolition and removal of the improvements on the School Building Property, which was to occur not later than July 1, 2000 (Section 13.11 of the Agreement); and

WHEREAS, the Closing Date established in the Agreement for the School Building Property is December 20, 2000 (Section 7 of the Agreement); and

WHEREAS, on June 19, 2000, the Purchaser was notified in writing by the Seller in a June 12, 2000, letter from the Peninsula School District to the City of Gig Harbor that the Seller had not performed as required in the Agreement, and that no work had begun on demolition or removal of the improvements on the School Building Property; and

WHEREAS, in this letter, the Seller requested an extension of the dates established in the Agreement for the demolition and removal of the improvements on the School Building Property, as well as an extension of the Closing Date for the Purchaser's purchase of the School Building Property; and

NOW, THEREFORE, for and in consideration of \$561,975, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

TERMS

Section 1. Amendment of Section 13.11 of the Agreement: "Removal of School Building and All Other Improvements." Section 13.11 of the Agreement shall be amended to read as follows:

Commencing no later than January 31, 2001, Seller shall at its own expense, demolish and remove all improvements on or underneath the School Building Property, including any building foundations, leaving the School Building Property level, filled, graded and stable, without material hazards, and with proper buffering to prevent improper water or soil runoff (the "Demolition"). Seller shall leave all utilities serving the Property properly capped and clearly marked at the School Building Property line. Demolition and disposal of all debris, materials and Hazardous Substances shall be carried out in compliance with all federal, state and local laws and regulations regarding demolition, grading and soil retention, including, but not limited to, the Health and Safety Rules for Asbestos Projects (Chapter 49.26 RCW as it now exists or may hereafter be amended) and the regulations promulgated thereunder (Chapter 295-65 WAC as it now exists or may hereafter be amended), and the Seller shall properly dispose of debris from the property in licensed disposal facilities, in compliance with all federal, state and local laws or regulations applicable to any Hazardous Substances. The Demolition shall be complete no later than April 2, 2001.

The Purchaser has obtained an estimate of \$561,975, for the costs related to demolition, removal and disposal of the all of the Hazardous Substances, building foundations, building materials and debris on the School Building Property. This estimate includes the removal of all improvements and debris on the School Building Property so that it will be completely vacant. As consideration for the Purchaser's agreement to extend the dates for initiation of demolition and the Closing Date, the Seller agrees to pay this amount to the Purchaser. The Purchaser will use this money to hire a contractor on behalf of the Seller to perform such demolition, removal and disposal of materials on the School Building Property on or before April 2, 2001. The Seller shall enter into a written agreement with the Purchaser, which will indemnify the Purchaser for any liability associated with the contractor's demolition, removal and disposal of the improvements on the School Building Property, or to otherwise perform the duties and responsibilities of the Seller under the Agreement and First Amendment.

In lieu of the above, the Seller may post a bond with the Purchaser, which shall be satisfactory to the City in form, as to the surety and conditions, in the amount of \$561,975. The performance bond shall provide for and secure to the Purchaser the actual demolition, removal and disposal of the improvements, all building materials, equipment, underground storage tanks and Hazardous Substances on the School Building Property, on or before April 2, 2001. If the performance bond is accepted by the Purchaser, then the Seller shall take the following steps on or before the following deadlines in order to comply with this First Amendment and the Agreement: (a) on or before September 1, 2000, issue an RFP or call for bids on the demolition of the School Building; (b) on or before October 1, 2000, send copies of the bids and the proposed contract documents to the Purchaser for review; (c) on or before October 31, 2000, receive the Purchaser's recommendation on the lowest responsible bidder and contract documents; (d) on or before November 30, 2000, consider the Purchaser's comments in the Seller's award of the bid to the lowest responsible bidder and use of contract documents; (e) on or before December 1, 2000, give notice to the contractor to proceed; (f) on or before February 1, 2001, allow the Purchaser to visit the School Building Property during demolition and removal as provided in Section 13.12 of the Agreement; (g) timely make all required payments to the contractor for demolition, removal and disposal. On or before April 2, 2001, and after these steps have been completed, the Purchaser shall inspect the School Building Property. If the condition of the School Building Property is acceptable to the Purchaser, then the Purchaser shall release the performance bond. If the Seller does not implement the above procedure, or fails to perform these steps on the dates established in this Section, the Purchaser may enforce the bond.

All provisions in the Agreement, which refer to the July 1, 2000, date for demolition, removal and disposal of the improvements on the School Building Property, or any procedures in the Agreement, which refer to this same procedure, shall be interpreted consistent with this First Amendment.

Section 2. Option to Purchase School Building Property. The Seller acknowledges that the Purchaser has exercised its option to purchase the School Building Property, as provided in Section 4 of the Agreement.

Section 3. Amendment of Section 7 of the Agreement: "Closing Date for the School Building Property": Section 7 of the Agreement shall be amended to read as follows:

The closing of the purchase and sale of the School Building Property (the "School Building Closing") shall be held no later than April 23, 2001, (the "School Building Closing Date") in the offices of the Escrow Agent in Seattle, Washington, at a time and on a date to be designated by the Purchaser by written

notice delivered to Seller not less than ten (10) days prior to the designated date for the School Building Closing. In the event that Purchaser fails to so designate such time, then the School Building Closing shall be held at 10:00 a.m. If the Purchaser fails to designate a date, then the School Building Closing shall be held on April 23, 2001. The above notwithstanding, at any time the Seller shall have completed its pre-closing obligations required by Section 13, including but not limited to the storage tank removal and Demolition, and is otherwise prepared to satisfy all requirements of the School Building Closing, Seller may accelerate the School Building Closing Date to any date not less than ninety (90) days after providing the Purchaser written notice of Seller's desired earlier School Building Closing Date. The School Building Closing Date, whenever referenced in the Agreement or First Amendment, shall be as set forth in this Section.

Section 4. Amendment of Section 13.9 of the Agreement: Section 13.9 of the Agreement shall be amended to read as follows:

The Initial Studies (as defined in Section 14.4.1) have identified two underground heating oil storage tanks on the Property. The Seller agrees to excavate and remove these two underground heating oil storage tanks (and any other underground storage tanks that may exist on the Properties) at its cost prior to Closing, and if necessary, to complete all remediation (other than long-term monitoring required by applicable law) of any contaminated ground water and/or soil. The excavation and removal activities shall be completed no later than March 1, 2001. Seller shall perform the excavation and removal activities in accordance with applicable federal, state and local laws and regulations, including, but not limited to, the Model Toxics Control Act (chapter 70.105D RCW, as it now exists or may hereafter be amended) and the regulations promulgated there under (chapter 173-340 WAC, as it now exists or may hereafter be amended). Seller shall, prior to Closing, provide to Purchaser copies of all contracts, report and other documents relating to the excavation and removal activities, and the Seller shall provide to Purchaser, immediately upon completion of such removal and remediation and prior to Closing, complete documentation verifying that such removal and remediation has been performed in compliance with any applicable federal, state or local law, statute, regulation or ordinance.

Section 5. Amendment of Section 17, "Default," of the Agreement: Section 17 of the Agreement is hereby amended to read as follows:

If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement, or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party three prior working day's

written notice) refund any monies deposited by the non-Defaulting Party, and return any documents deposited with Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder. In the event Seller is the Defaulting Party hereunder, Purchaser shall have, in addition to any right or remedy provided hereunder, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event that Seller fails or refuses to perform any covenant or agreement of Seller hereunder.

Section 6. Amendment of SubSection 19.1, "Seller's Indemnity" of the Agreement:
Section 19 of the Agreement is hereby amended to read as follows:

Seller shall indemnify and defend Purchaser (including its elected officials, officers, managers, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including attorneys' fees and court costs (collectively, "Claims") incurred by Purchaser on account of (a) Claims by persons or entities other than Purchaser arising out of or in connection with the ownership, operation or maintenance of the Properties by Seller, or any fact, circumstance or event which occurred prior to the Closing Date, including the release, threatened release or existence of Hazardous Substances on the Properties; i.e., regardless of whether they were disclosed in the Initial Studies; and (b) Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement. Seller acknowledges that the Purchaser plans to construct a new building on the School Building Property, and that construction may only proceed after Demolition and removal of the improvements and storage tanks on the School Building Property. Seller further acknowledges that if the Demolition and removal of the improvements and storage tanks are delayed beyond the dates set forth in this First Amendment, the Purchaser may incur damages from such delays, related to the contracts that the Purchaser intends to enter into with architects, engineers and contractors. Therefore, the indemnification provided by the Seller to the Purchaser in the Agreement and First Amendment specifically contemplates that the Seller will indemnify, defend and hold the City harmless from and against all claims, loss, liability and expenses, including attorneys' fees and court costs relating to these identified activities. In addition, this indemnification shall extend to all activities the Purchaser (or a contractor hired by the Purchaser) is authorized in writing by the Seller to perform on behalf of the Seller, including, but not limited to, the activities described in Section 13.11 of the Agreement and Section 1 of this First Amendment. Notwithstanding any language to the contrary in this Agreement, Seller agrees to indemnify, defend and hold the Purchaser harmless from and against any and all claims, liabilities, losses, penalties, remediation costs and expenses (including attorneys' and consultants' fees and costs) that Purchaser may

incur or have asserted against it as a result of Seller's breach of the warranties in this agreement. At Purchaser's option, Seller shall promptly undertake any remediation required as a result of such breach at Seller's expense.

Section . Amendment of Section 23, "Notices," of the Agreement: Section 23 of the Agreement is amended to delete the requirement of sending a copy of the notice to "Ogden Murphy Wallace, 2100 Westlake Center Tower, 1601 Fifth Avenue, Seattle, WA 98101-1681, Attn: Carol A. Morris, Phone (206) 447-7000, Fax (206) 447-0215." A copy of the notice should be sent to: Carol A. Morris, Law Office of Carol A. Morris, P.C., 321 Bromley Place N.W., Bainbridge Island, WA 98110, Phone (206) 780-3502; Fax (206) 780-3507.

Section . All Other Provisions of the Agreement to Be Effective. Nothing in this First Amendment shall affect the remaining provisions of the Agreement, except as otherwise provided herein.

Section . Counterparts. This First Amendment may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

Section . Entire Agreement. This First Amendment and the Agreement contain the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

Section . Attorneys' Fees. If Seller or Purchaser institute suit concerning this Agreement, the prevailing party shall be entitled to its court costs and reasonable attorneys' fees. In the event of a trial, the amount of attorneys' fees shall be fixed by the court. The venue of any suit shall be Pierce County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal by their respective duly authorized representatives on the dates indicated below, to be effective as of the _____ day of _____, 2000.

PURCHASER:

City of Gig Harbor, Washington

By: _____

Its _____

SELLER:

Peninsula School District

By: _____

Its _____

ESCROW AGENT:

Commonwealth Land and Title Company

By: _____

Its _____

Address: _____



Peninsula School District

Office of Superintendent
14015 - 62nd Ave. NW, Gig Harbor, WA 98332
(253) 857-3525 • Fax (253) 857-3575

RECEIVED

JUN 19 2000

June 12, 2000

CITY OF GIG HARBOR

Hon. Gretchen Wilbert, Mayor
Mark Hoppen, City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington, 98332

Dear Mayor Wilbert and Mr. Hoppen,

In November 1997, the Peninsula School District entered into an interlocal agreement with the City of Gig Harbor to transfer ownership of the Henderson Bay High School property, located on Grandview Street, to the City of Gig Harbor. The agreement requires the District to demolish all the structures on the site and remove the remains, leaving a clean building site for the City by December 20, 2000.

As you may know, the District found it difficult to locate a suitable facility on the Gig Harbor peninsula to accommodate the programs now offered at the school. There are about two hundred high school students; 110 kindergarten through 12th grade home school (HALL) students on a part time basis; twenty faculty and staff; and a daycare center for twenty infants and toddlers, that need to be relocated. The relocation of these students to a new site will not be possible by the beginning of the school year in September. Our options for interim, alternative housing are extremely limited due to the crowded nature of all our school buildings.

Fortunately, we have found a suitable location for the replacement school, which is a building currently under construction in Gig Harbor. However, the completion date of the building is such that we will be unable to occupy the space until the end of December 2000. Knowing that there are possibilities for construction schedule slippage due to labor availability or materials delivery, weather, or other factors beyond our control, we cannot be sure of the date, but we believe the first of January is a reasonable time to expect our vacancy of the old building.

Therefore, we are requesting an extension of the final date for the District to turn over the site so that the students will have a place to attend school for the short term until they can be moved into the replacement school. In order to have the building removed as required we expect a period of about ninety days will be necessary from the date the building is vacated. Thus, an extension until April 1, 2001 should be sufficient to accomplish the work.

Our agreement also establishes June 30, 2000 as the date for the District to begin the process of demolition. We intend on beginning work by that date. Space has been leased for two other programs that are now located in portable classrooms on the site. These two programs- the Community Transition program and the offices of the Peninsula Athletic Association, are moving to another location in the City. Therefore, the portables they are vacating, along with two others on the site, will be removed this summer as originally scheduled.

Reaching Further

The underground fuel storage tank removal and site clean up can also proceed according to the original schedule because the school building has natural gas for the primary heating fuel with heating oil only serving as an alternative fuel. Unless substantial soil mitigation is required or other substantial unforeseen conditions are encountered, no delays are expected. Once the tanks are removed, only the main school structure will need to be demolished and removed.

We understand the City's desire to complete this real estate transaction. We believe it to be in our best interests, as well. Our third high school's programs are an important part of the Peninsula School District's educational mission. Quality facilities are important to a quality education. We are looking forward to the improved educational facilities this move will bring about. But, frankly, we are in a real bind. Therefore, it is our hope that the City will agree to this short extension of the date for acquiring the site.

We are willing to meet with you to further discuss our options in this matter, if you so desire. Please contact me at your earliest convenience so that we can work out the details.

Sincerely,



Steve Floyd
President, Board of Directors
Peninsula School District



Jim Coolican
Superintendent
Peninsula School District

Cc: Marcia Harris
John Biggs
Jim Bellamy



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: PURCHASE AND SALE AGREEMENT
- PLEASURECRAFT MARINA
DATE: JULY 18, 2000

DRS

INTRODUCTION/BACKGROUND

It was brought to the City's attention by the property owner of Pleasurecraft Marina that a small portion of the Jerisich Park restroom facilities, viewing platform, and dock encroach onto a narrow strip of land and marine frontage on his property. This wedge of property flows along the southern boundary line of Pleasurecraft Marina, adjacent to Jerisich Park and Dock.

The original physical elements of Jerisich Park were constructed during 1979. The public restroom and timber decking were added during 1986-1987. During 1998 the dock was extended 70 feet for a new total of 714.33 feet. The dock was constructed 12 feet from the southern property boundary thus providing maximum moorage and movement factors on the northern portion of the 60-foot side width. The extended wedge includes structural improvements and underwater marine land area. The wedge at the western portion, at Harborview Drive, measures approximately 7 feet in width. This developed area with a grass area, restrooms and timber decking is part of the Jerisich Park Dock Improvement Project. Approximately 158 feet along the boundary line the width narrows to 5 feet. The narrow structures of walking area ramp, concrete floats and gangway units of the docking system are in place and attached to the timber decking. At the terminus of the docking structures, the width is nearly two feet.

The Property owner, Mr. Skip Williams has met with the City and at the recommendation of his insurance carrier, requests that the City purchase this wedge of property to relieve Mr. Williams of his liability exposure. At the City's request, an appraisal of this portion of property was performed by Brookes Blaine. The appraiser's recommendation of \$15,000 for the just compensation for the unauthorized use of land and tidelands warrants a lineal marine frontage factor of \$3,000 applied to the five-foot loss at the land marine frontage junction. Mr. Williams has agreed to the monetary compensation and the terms and conditions of the Purchase and Sale Agreement.

A Purchase and Sale Agreement has been prepared to reflect the terms and conditions of this property acquisition.

Council approval of this agreement is being requested.

FISCAL CONSIDERATIONS

Funds are available for this purchase in the Parks fund.

RECOMMENDATION

I recommend that the Council accept and approve the attached Purchase and Sale Agreement.

SECTIONS 5 & 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.
COUNTY OF PIERCE, STATE OF WASHINGTON

LEGEND



AREA OF ACQUISITION

M.L.L.W. - MEAN LOWER LOW WATER = 0.0'
M.L.W. - MEAN LOW WATER = 2.0'
M.H.W. - MEAN HIGH WATER = 11.0'
M.H.H.W. - MEAN HIGHER HIGH WATER = 11.8'

SURVEYABLE MARK:
CITY MON #29 THIS TIED AND SHOWN
IN R.O.S./A.F.N. 860800121 AS
THE ANCHOR POINT OF HARBORWAY
DUNE. THE TRUE ANCHOR POINT IS
AT CITY MON #40 AS SHOWN HERE.

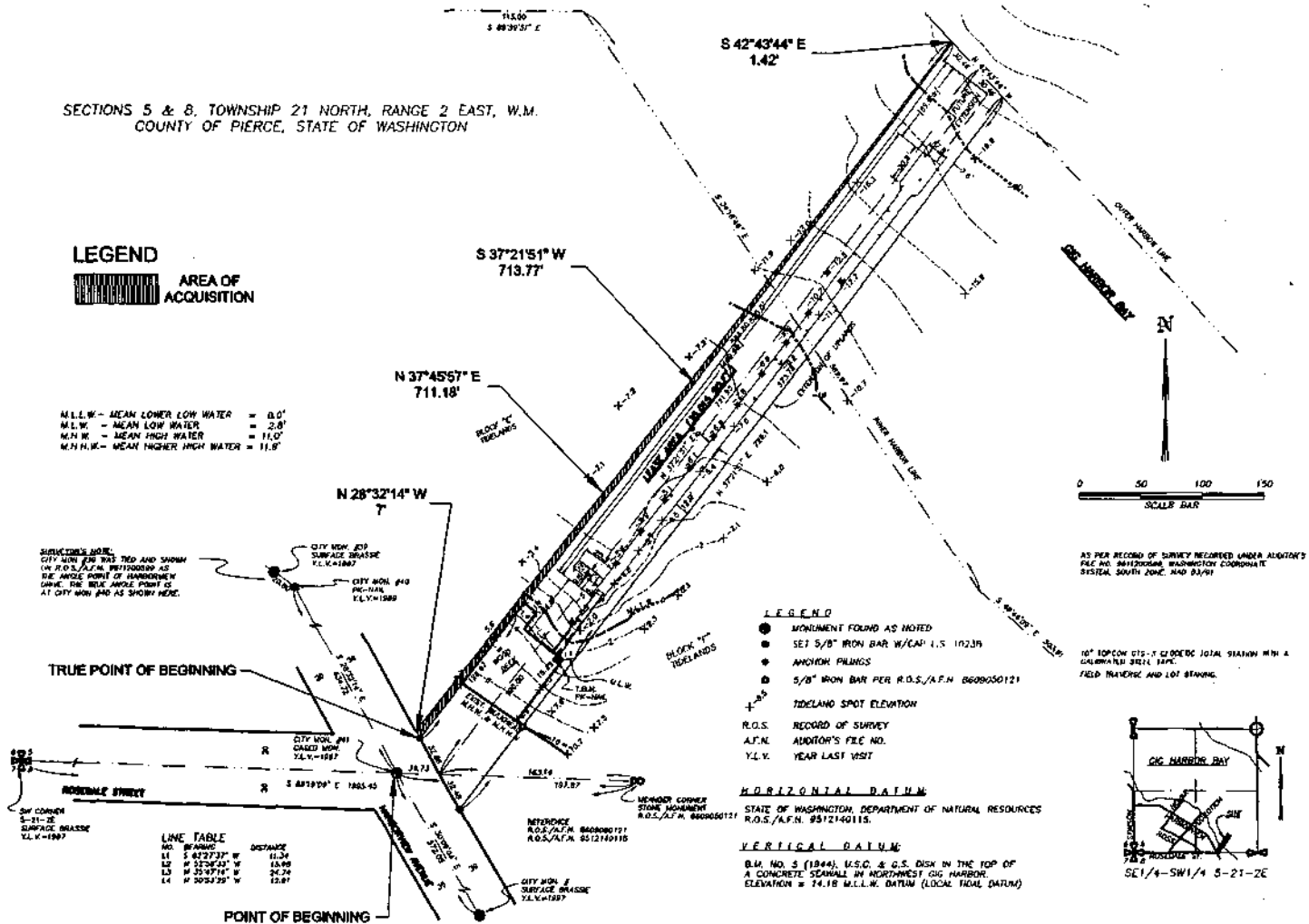
TRUE POINT OF BEGINNING

SW CORNER
S-21-2E
SURFACE BRASS
Y.L.V.-1987

NO.	BEARING	DISTANCE
L1	S 85°27'37" W	11.34
L2	N 55°06'51" W	18.99
L3	N 35°07'14" W	24.79
L4	N 20°53'35" W	12.87

POINT OF BEGINNING

**JERISICH PARK DOCK
PLEASURE CRAFT MARINA (LAND ACQUISITION)**



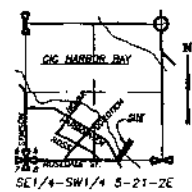
- LEGEND**
- MONUMENT FOUND AS NOTED
 - SET 5/8" IRON BAR W/CAP I.S. 10239
 - ANCHOR PILING
 - 5/8" IRON BAR PER R.O.S./A.F.N. 860800121
 - + T.S. TIDELAND SPOT ELEVATION
 - R.O.S. RECORD OF SURVEY
 - A.F.N. AUDITOR'S FILE NO.
 - Y.L.V. YEAR LAST VISIT

HORIZONTAL DATUM
STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES
R.O.S./A.F.N. 8512140115

VERTICAL DATUM
B.M. NO. 5 (1844), U.S.C. & G.S. DISK IN THE TOP OF
A CONCRETE SEAWALL IN NORTHWEST GIG HARBOR.
ELEVATION = 74.18 M.L.L.W. DATUM (LOCAL TIDAL DATUM)

AS PER RECORD OF SURVEY RECORDED UNDER AUDITOR'S
FILE NO. 860800121, WASHINGTON COORDINATE
SYSTEM, SOUTH ZONE, NAD 83/94

10" 10" (20' x 20') CLOSELY TIGHT STATION WITH A
CALIBRATED STEEL TAPE.
FIELD TRAVERSE AND LOT BEARING.



LAND ONLY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made between the City of Gig Harbor, a Washington municipal corporation, 3105 Judson Street, Gig Harbor, WA 98335 (hereinafter the "Buyer"), and Richard O. Williams, as his separate estate (hereinafter the "Seller"). Buyer agrees to purchase Seller's property on the following terms and conditions:

1. **Purchase and Sale.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, the real property (hereinafter the "Property") commonly known as the northeasterly five feet (5') of 3211 Harborview Drive (street address) Gig Harbor, Washington, which is located in Pierce County, State of Washington, and is legally described in the attached Exhibit A, incorporated herein by this reference. Offer is subject to Buyer's approval of the legal description within five business days of its receipt by the Buyer.

2. **Purchase Price.** The Purchase Price is Fifteen Thousand Dollars and no cents (\$15,000.00), payable as all cash or check at closing. This sale is not conditioned upon the Buyer being able to obtain a loan.

3. **Contingencies.** This Agreement is contingent upon the City of Gig Harbor City Council approval of all terms of this Agreement and purchase.

4. **Representations and Warranties of Seller.**

A. Seller represents that, to the best of Seller's knowledge, no hazardous or toxic substances, dangerous wastes or other such material(s) defined or regulated by State or Federal environmental laws or regulations, have been deposited on or introduced on, over or beneath the surface of the Property. Seller warrants that there are no hazardous substances or dangerous or toxic waste, materials regulated by State or Federal laws or regulations that have been lawfully or unlawfully deposited upon the Property, and the Property is free of such substances. The representations contained in this subsection shall survive closing.

B. Seller represents that to the best of Seller's knowledge, there are no conditions on the Property that violate any local, county, State or Federal laws, ordinances or regulations.

C. Seller will maintain the Property in present or better condition until the earlier of Closing or agreed possession. Seller will remove all of Seller's personal property, and all articles not agreed to be left at Closing.

5. **Title.**

A. Seller warrants that Seller has the right to sell the Property on the terms stated herein. Title to the Property is to be free of all encumbrances or defects, except those which the Buyer may determine in its sole discretion are consistent with the intended use of the Property.

B. Conveyance of fee title free of all encumbrances shall be by statutory warranty deed.

C. The parties shall execute a real estate excise tax affidavit showing that this conveyance is exempt from such tax.

6. **Closing/Termination Date.** Closing shall be within three (3) days after satisfaction or waiver of all contingencies and "subject to's", but not earlier than _____; nor shall closing be later than _____, 2000, which shall be the termination date of this Agreement, except as otherwise provided herein. Closing either earlier or later than the above dates shall be by written agreement of the parties. "Closing" shall mean the date on which all documents are executed and all required funds are available from Buyer.

7. **Closing Costs.** Unless limited by law or modified by the terms of this Agreement, Buyer and Seller shall pay at Closing all customary and usual closing costs and fees, including but not limited to the following: Buyer shall pay recording fees.

8. **Possession.** Buyer shall be entitled to possession of the Property on recording of the deed or at Closing.

9. **Attorneys' Fees and Costs.** In the event any action or proceeding is brought by the Seller or Buyer to compel compliance with, or for a breach of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the losing

party all costs and expenses of such action or proceeding, including, but not limited to, the reasonable attorneys' fees of the prevailing party.

10. **Computation of Time.** Unless specified otherwise herein, any periods of time referenced in this Agreement shall expire at 12:00 midnight (Pacific Time Zone) of the last calendar day of the specified time period, and should the last day be Sunday, Saturday or a legal holiday as described in RCW 1.16.050, in which event the specified time period shall expire at 12:00 midnight (Pacific Time Zone) on the next business day. Any specified period of three (3) days or less shall include business days only.

11. **General Provisions:**

A. **Notices.** Unless otherwise specified in this Agreement, any notice required or given under the terms of this Agreement must be in writing. Receipt of any notice shall be defined as the earlier of three (3) business days following the postmark date.

B. **Integration.** There are no verbal or other understandings which modify this Agreement. This Agreement constitutes the full understanding between the Buyer and Seller.

C. **Counterparts.** This Agreement may be signed in counterparts.

D. **Time is of the Essence.** Time is of the essence as to all terms and conditions of this Agreement.

E. Venue/Applicable Law. This Agreement shall be interpreted and construed according to the laws of the State of Washington; venue of any subsequent litigation shall be in Pierce County Superior Court.

F. Assignment. Neither party may assign their interest in this Agreement without the other party's prior written consent.

G. Survival. Any terms which by their nature should survive the closing of the sale, shall survive the closing of the sale. These terms shall include all terms specifically identified as surviving the closing of the sale, including, but not limited to, Section 4, representations and warranties; Section 9, attorney's fees and costs, Section 13, release and covenant not to sue; etc.

12. Addenda/Attachments. At the time of Buyer's offer, the following addenda/attachments are part of this Agreement: Exhibit A, Legal Description of Property. Buyer and Seller may amend this Agreement by mutual written consent.

13. Indemnification. Seller agrees to indemnify, hold harmless and defend the Buyer, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including the costs of clean-up of any hazardous or toxic materials from the property, or any other costs and attorney's fees, which are caused by or arise out of any condition existing on the Property before Closing.

DATED as of this ____ day of _____, 2000.

BUYER

SELLER

THE CITY OF GIG HARBOR

Richard O. Williams

By _____
Its _____

By Richard O. Williams
Its owner

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

City Attorney

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, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing

at: _____

My Commission expires: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Richard O. Williams 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 owner of the property to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/18/00
Molly M Towslee
Molly M. Towslee

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing

at: Gig Harbor

My Commission expires: 12/2/03

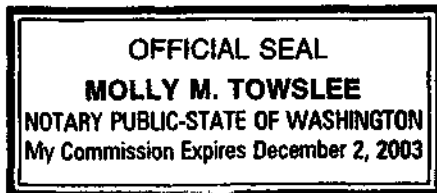


EXHIBIT A

Beginning at the cased monument (City monument number 41, Y.L.V. 1997) at the center line intersection of Rosedale Street and Harborview Drive; thence South $88^{\circ}19'09''$ East for a distance of 34.73 feet to the center line of a 60 foot strip of land as described in A.F.N. 864579 as recorded on August 5, 1927; thence North $28^{\circ}32'14''$ West for a distance of 32.86 feet to the TRUE POINT OF BEGINNING and the Southwest property corner of Jerisich Park; thence North $28^{\circ}32'14''$ West for a distance of 7 feet; thence North $37^{\circ}45'57''$ East for a distance of 711.18 feet; thence South $42^{\circ}43'44''$ East 1.42 feet; thence South $37^{\circ}21'51''$ West for a distance of 713.77 feet to the TRUE POINT OF BEGINNING and terminus point of this description.



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: SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, 2001-2006
DATE: JULY 14, 2000

INTRODUCTION/BACKGROUND

Local agencies are required to prepare six-year transportation improvement program (TIP) under RCW 35.77.010. State and federal funding for transportation projects are also tied to agency-approved six-year transportation improvement programs. While an agency's TIP represents the anticipated projects over a six year period, the projects undertaken in any given year are subject to the annual budget deliberation process.

The attached Six-Year Transportation Improvement Program for 2001 through 2006 is consistent with the City of Gig Harbor Transportation Plan (December 1994), and updates last year's amended TIP to reflect projects anticipated to be completed this year, newly funded projects, those anticipated to carry over into 2001, and the most current cost information. More definitive project information will be developed and available following completion of the Comprehensive Transportation Plan update.

Design of the Kimball Drive Improvements from the Park and Ride entrance to Pioneer Way is nearing 50% completion. Construction of the improvements is scheduled for the summer of 2001. Transportation Improvement Board funding under the Urban Arterial Program (UATA) has been obtained for the Kimball Drive Project. Meetings will be held with the property and business owners along the Kimball Drive corridor to confirm the final section and project features.

The Grandview Street Improvement Project has been moved ahead on the priority list from last year's TIP in anticipation of the new Gig Harbor Civic Center. This project will reconstruct the existing road and will include minor widening, curbs, gutters, and sidewalk on the west side, storm sewer improvements, asbestos-cement water main replacement, landscaping and architectural street lighting will also be incorporated into the design consistent with the new Civic Center design.

The TIP includes design of improvements on Franklin Avenue, Harborview Drive, and Prentice Street with construction dates contingent upon successful grant funding.

Miscellaneous projects in the 2001 program will respond to pavement, sidewalk, and storm drainage needs on a prioritized basis depending on location, severity, traffic volumes, safety, and funding.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

Staff recommends that the Council approve the resolution adopting the attached Six-Year Transportation Improvement Program (2001-2006).

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

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

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

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

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on July 24, 2000, and

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

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2001-2006, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

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

RESOLVED this _____ day of July, 2000

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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

From 2000 to 2005

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO:

Hearing Date:

Adoption Date:

Amend Date:

Resolution No.:

Functional Class	Priority Number	Project Identification					Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
		A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information				1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)		
		C. Project Title	Federal Funding							State Fund Code	State Funds	Local Funds	Total Funds								
		D. Street/Road Name or Number	Federal Fund Code																	Federal Cost by Phase	
E. Beginning MP or road - Ending MP or road	F. Describe Work to be Done	10	11	12	13	14	15	16	17	18	19	20	21								
00	21			01	P	0.03	P W	PE CN	1/1/2002 5/1/2003					4 46	4 46		4 46			No	
Totals												50	50		4	46					
00	22			01	P	0		AL L	5/1/2001					135	135	10	10	10	105	No	
Totals												135	135	10	10	10	105				
00	23			07	P	0		AL L	5/1/2001					400	400	50	60	60	230	No	
Totals												400	400	50	60	60	230				
00	24			07	P			AL L	1/1/2001					180	180	20	30	30	100	No	
Totals												180	180	20	30	30	100				
Grand Totals for Gig Harbor										9416	10571	4084	24071	762	2484	2546	18279				

Supersedes previous editions



From 2000 to 2005

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

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		C. Project Title	D. Street/Road Name or Number							E. Beginning MP or road - Ending MP or road	F. Describe Work to be Done	Federal Funding												
		Federal Fund Code	Federal Cost by Phase							State Fund Code	State Funds	Local Funds	Total Funds											
10	11	12	13	14	15	16	17			18	19	20	21											
16	17	CRESCENT VALLEY CONNECTOR Crescent Valley Road from: Crescent Valley Road to: Peacock Hill Avenue Purchase right-of-way, design and construct a 2- / 3-lane road, including paved shoulders, storm					01	P	1.0	C P T G	PE	1/1/2005	STP(U)	223	OTHER	228	35	486				486		
							RW	1/1/2005	STP(U)			OTHER	250		250					250		Yes		
							CN	5/1/2006	STP(U)	1637	OTHER	1672	255	3564					3564					
								Totals		1860		2150		290		4300				4300				
17	18	NORTH-SOUTH CONNECTOR North-South Connector from: Peacock Hill Avenue to: Borgen Road Corridor preservation for north-south circulation & access in the Gig Harbor North area.					01	P	0.91	P W	PE	1/1/2006			OTHER	75		75				75		No
								Totals				75		75				75						
17	19	HUNT ST XING OF SR-16 KIMBALL DR EXT. Hunt Street from: 38th Avenue to: Kimball Drive Design, purchase right-of-way, and construct a 2- lane undercrossing or SR-16, incl. left-turn pockets at					01 03	P	0.5	C P O T G W	PE	1/1/2005	STP(U)	610	UATA	745	45	1400				1400		Yes
							RW	5/1/2005	STP(U)	649	UATA	801	50	1500					1500					
							CN	5/1/2006	STP(U)	4120	UATA	5152	303	9575					9575					
								Totals		5379		6698		398		12475				12475				
16	20	38th / HUNT STREET (Phase 1) 38th Ave. & Hunt Street from: Skansi Avenue to: 56th Ave. Preliminary design of a 2- / 3-lane section, w/ median &/or left turn pockets, bicycle lanes, curbs, gutters.					04 07	P	1.0	C S G P T W	PE	1/1/2005			PSMP	22	20	42				42		No
							CN	5/1/2006				PSMP	124	42	166				166					
								Totals				146		62		208				208				

Supersedes previous editions

From 2000 to 2005

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

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Resolution No.:

Functional Class	Priority Number	Project Identification					Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
		A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)
		C. Project Title	D. Street/Road Name or Number							E. Beginning MP or road - Ending MP or road	F. Describe Work to be Done	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds						
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
16	13	ROSEDALE STREET IMPROVEMENTS (Phase 2) Rosedale Street from: City Limits to: State Route 16 Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes.	03 05	P	0.53	C P T	PE CN	1/1/2004 5/1/2005	STP(U) STP(U)	59 435				10 68	59 503				69 503		No
Totals										494			78	572				572			
16	14	ROSEDALE STREET IMPROVEMENTS (Phase 3) Rosedale Street from: State Route 16 to: Shirley Avenue Minor widening to provide 2-thru lanes, with parallel on-street parking where feasible and	03 05	P	0.34	C P T	PE	1/1/2005	STP(U)	35			5	40					40		No
Totals										35			5	40				40			
17	15	JUDSON STREET IMPROVEMENTS Judson Street from: Soundview Drive to: Pioneer Way Reconstruction of roadway structure and improvements to storm drainage.	03 05	P	0.21	C P T	PE	1/1/2005					26	26					26		No
Totals													26	26				26			
16	16	BORGEN (EAST-WEST) BLVD CONSTR. (Ph. 2) Borgen Blvd. from: Burnham Drive to: Peacock Hill Road This project will complete construction of the full five-lane section from the roundabout on the west to a point west of the Woodridge plat as warranted by traffic and development in the		P	1.41	C G P S T W	CN CN	8/1/2005 8/1/2005	STP(U)	1752	AIP	150 2025	123 2025	2025 2025					2025 2025		No
Totals										1752	2175	123	4050					4050			

Supersedes previous editions

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		C. Project Title	D. Street/Road Name or Number							E. Beginning MP or road - Ending MP or road	F. Describe Work to be Done	Federal Funding		State Fund Code	State Funds							Local Funds	Total Funds		
		1	2	3	4	5	6	7	8	9	10	11	12			13	14	15	16	17	18			19	20
16	9	56th ST. / PT. FOSDICK DR. IMPROVEMENTS 56th Street / Point Fosdick Drive from: Olympic Drive to: Olympic Drive Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and land-	03 04 05	P	0.55	C G P T W	PE CN	1/1/2001 5/1/2002	STP(U) STP(U)	93 679	AIP AIP	39 286	10 74	142 1039	142	1039						No			
Totals															772	325	84	1181	142	1039					
17	10	BURNHAM DRIVE IMPROVEMENTS Burnham Drive from: Harborview Drive to: Franklin Avenue Reconstruction, including minor widening, curbs, gutters, sidewalks, storm sewer improvements,	03 05	P	0.28	C P T	PE CN	1/1/2002 5/1/2003					27 202	27 202		27	202				No				
Totals																	229	229		27	202				
19	11	BRIARWOOD LANE IMPROVEMENTS Briarwood Lane from: 38th Avenue to: Point Fosdick Drive Construct curbs, gutters and sidewalk/pedestrian pathway on at least the south side, planter strip(s).	01	P	0.59	C S P G T	PE CN	1/1/2002 5/1/2003			PSMP	25	25 185	25 210		25	210				No				
Totals																	25	210	235		25	210			
16	12	VERNHARDSEN STREET IMPROVEMENTS Vernhardsen Street from: City Limits to: Peacock Hill Avenue Minor widening, pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s).	05 07	P	0.34	W	PE CN	1/1/2003 5/1/2004			PSMP	25	16 123	16 148		16	148				No				
Totals																	25	139	164		16	148			

Supersedes previous editions



From 2000 to 2005

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO:

Hearing Date:

Adoption Date:

Amend Date:

Resolution No.:

Functional Class	Priority Number	Project Identification						Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only							
		A. Federal Aid No.		B. Bridge No.		Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)				
		C. Project Title		D. Street/Road Name or Number								E. Beginning MP or road - Ending MP or road		F. Describe Work to be Done		Federal Funding								State Fund Code	State Funds	Local Funds	Total Funds
		Federal Fund Code	Federal Cost by Phase	Federal Fund Code	Federal Cost by Phase							State Fund Code	State Funds	Local Funds	Total Funds												
1	2	3				4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21				
19	5	FRANKLIN AVE / FULLER ST. IMP (Phase 2) Franklin Avenue / Fuller Street from: Peacock Hill Avenue to: Burnham Drive Reconstruction to provide a full-paved width street section, with curbs, gutters, and sidewalks on both				03 05	P	0.23	C P T W	PE CN	1/1/2001 5/1/2002					38 375	38 375	38	375					No			
Totals														413	413	38	375										
19	6	PRENTICE STREET IMPROVEMENTS Prentice Street from: Fennimore Street to: Burnham Drive Minor widening, including curbs and gutters on both sides, sidewalk(s), storm sewer improvements,				03 05	P	0.30	C P T	PE CN	1/1/2001 5/1/2002					21 214	21 214	21	214					No			
Totals														235	235	21	214										
14	7	OLYMPIC DRIVE/56th STREET IMPROVEMENTS Olympic Drive & 56th Ave. from: 38th Ave to: Point Fosdick Drive Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and land-				03 04 06	P	0.49	C P S T G W	PE CN	1/1/2002 5/1/2003	STP(U) STP(U)	105 771	UATA UATA	49 360	6 50	160 1181		160	1181				No			
Totals												876		409	56	1341		160	1181								
17	8	38TH AVENUE IMPROVEMENTS 38th Avenue from: City Limits to: 56th Street Complete design, & construct 2- / 3-lane section, w/ landscaped median/left turn pockets, & w/ bicycle				03 06 04	P	1.0	C P O G T W	PE CN	1/1/2002 5/1/2003					90 791	90 791		90	791		EA	No				
Totals															881	881		90	791								

Supersedes previous editions

From 2001 to 2006

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO:

Hearing Date:

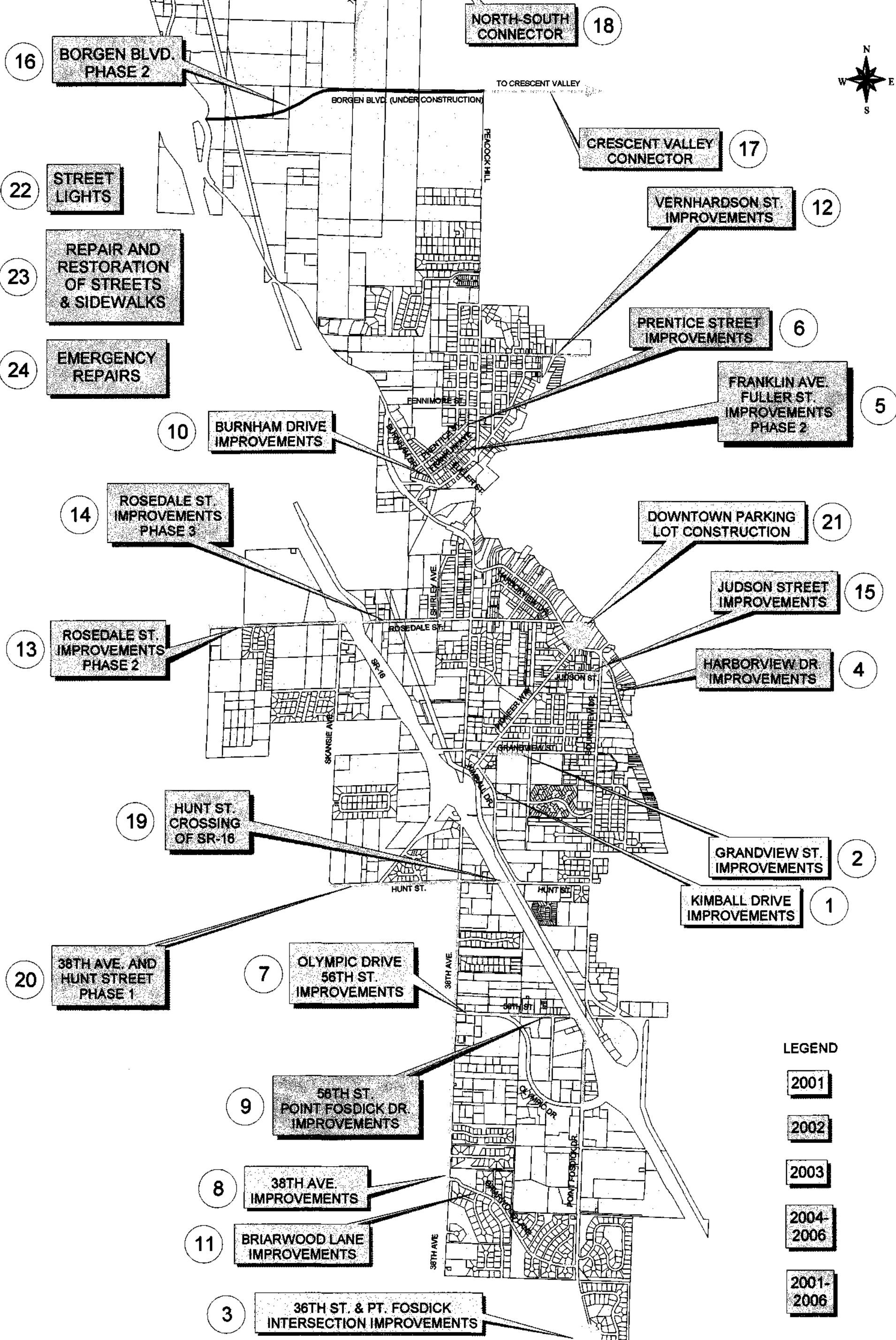
Adoption Date:

Amend Date:

Resolution No.:

Project Identification							Project Costs in Thousands of Dollars										Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
Functional Class	Priority Number	A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information										Envir. Type	R/W Required Date (MM/YY)	
		C. Project Title	Federal Funding							State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th					
		D. Street/Road Name or Number	Federal Fund Code															Federal Cost by Phase				
E. Beginning MP or road - Ending MP or road		F. Describe Work to be Done																				
1	2	3		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	1			03 05	S	0.47	C P T G S W	CN	5/1/2001			UATA	328	92	420	420				CE	No	
								Totals					328	92	420	420						
17	2			03 05 06	P	.14	C G P T W	PE CN	1/1/2001 5/1/2001					53 350	53 350	53 350					No	
								Totals						403	403	403						
16	3			12 05	P	.1	P T	PE RW CN	1/1/2001 4/1/2001 6/1/2001			WSDOT WSDOT	25 250	10 10	25 250	25 250					Yes	
								Totals					275	10	285	285						
19	4			03 05	P	0.22	C P T	PE CN	1/1/2001 5/1/2002			UATA UATA	40 350	21 100	61 450	61 450		450			No	
								Totals					390	121	511	61	450					

Supersedes previous editions
K:1/DAVE/TIP/2001 TIP COPY 3 6/26/01



Six Year Transportation Improvement Program 2001 - 2006



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: FIRST READING OF ORDINANCE
- **FRANCHISE AGREEMENT**
- **TACOMA POWER**
DATE: JULY 17, 2000

DRS

INTRODUCTION/BACKGROUND

Tacoma Power has high-tension utility lines (Cushman Power Line), within City limits, that cross City rights-of-way. Tacoma Power has requested a franchise agreement to address these crossings. These specific locations are:

Soundview Drive; Olympic Drive; Hollycroft Street; 28th Avenue; Rosedale Street; and the intersection of Pioneer Way/Stinson Avenue.

RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public streets and rights-of-way.

POLICY CONSIDERATIONS

RCW 35.21.860 does not allow the City to impose franchise fees on the light and power business. Tacoma Power has agreed to grant certain easements without a fee of any kind to the City in exchange for the City's grant of this franchise.

FISCAL CONSIDERATIONS

No fiscal impacts to the City as a result of this agreement.

RECOMMENDATION

Staff recommends the proposed ordinance, as presented or as amended, be approved by the City Council at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO CITY OF TACOMA, DEPARTMENT OF UTILITIES, LIGHT DIVISION (D. B. A. TACOMA POWER), A WASHINGTON MUNICIPAL CORPORATION PROVIDING POWER SERVICE WITHIN THE STATE OF WASHINGTON BUT OUTSIDE THE CITY LIMITS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO USE AND OCCUPY CERTAIN STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC RIGHTS-OF-WAY IN THE CITY OF GIG HARBOR, WASHINGTON, FOR A PERIOD OF FIFTY YEARS, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, AND RENEWING POWER LINES AND APPURTENANCES WITHIN AND THROUGH THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public street and rights-of-way, and

WHEREAS, RCW 35.21.860 does not allow the City of Gig Harbor to impose franchise fees on the light and power business; and

WHEREAS, City of Tacoma, Department of Utilities, Light Division (d. b. a. Tacoma Power) has agreed to grant certain easements to the City in exchange for the City's grant of this franchise without a fee of any kind; and

WHEREAS, this ordinance has been introduced more than five (5) days prior to its passage by the City Council, and

WHEREAS, this ordinance has been submitted to the City Attorney and has received at least a majority vote of the entire City Council at a regular meeting, now, therefore

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

Section 1. Rights Granted. The right is hereby granted to TACOMA POWER (hereinafter referred to as the "Grantee") to lay, construct, extend, maintain, repair, renew, operate and replace power transmission and communications lines and appurtenances under, over, along and/or across the following streets within the incorporated limits, or as they may hereafter be changed, of the City of Gig Harbor:

Soundview Drive; Olympic Drive; Hollycroft Street; 28th Avenue; Rosedale Street; and the intersection of Pioneer Way/Stinson Avenue,

for the purpose of therein installing, hanging, laying, constructing, extending, maintaining, renewing, replacing, operate and repairing power transmission and communications lines and all appurtenances thereto and accessories used and/or useful for the transmission of power within and through the present or future territorial limits of the City of Gig Harbor, Washington (hereinafter referred to as the "City"), for the term of fifty (50)-years from and after the effective date of this ordinance, except as hereinafter provided. At the end of the fifty (50)-year period this franchise shall be reviewed by both parties and considered for renewal. The City of Gig Harbor agrees to not unreasonably withhold such franchise renewal provided the purpose of the franchise has not substantially changed. If the City of Gig Harbor does not grant another fifty (50)-year franchise to Tacoma Power within one (1)-year from the end of the fifty (50)-year term then both parties acknowledge and agree that the subject easements granted to the City of Gig Harbor pursuant hereto shall automatically terminate.

Section 2. City's Reservation of Rights. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances, and permit requirements regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any power facilities of the Grantee, and the Grantee shall promptly conform with all such regulations, and permit requirements, unless compliance would cause the Grantee to violate other requirements of law.

Section 3. Approval of Plans. Prior to construction of any of the electrical transmission and communications lines, poles, conduits, and appurtenant electrical equipment in the area described in Section 1 herein, the Grantee shall submit to the Public Works Director, in triplicate, plans drawn to an accurate scale, showing the exact location, character, position, dimensions, depth and height of the work to be done. The plans shall accurately depict the relative position and location of all lines, facilities and appurtenances to be constructed, hung, laid, re-laid, installed, replaced, repaired, connected or disconnected, in the existing street, or public right-of-way. All streets and public right-of-way denoted thereon shall be designated by their name and number and the local improvements therein such as roadway pavement, shoulders, sidewalks, curbs, gutters, ditches, driveways, parking strips, telephone or electric distribution poles, conduits, storm, gas or water pipes as may exist on the ground or area above sought to be occupied shall be outlined.

In the construction proposed by the Grantee, all materials and equipment shall be of the first class type and kind. The exact class and type to be used shall be shown on the plans, as will the equipment to be used and the mode of safeguarding and facilitating the public traffic during construction. The manner of excavation, construction installation, backfill and temporary structures (such as traffic turnouts, road obstructions, etc.) shall meet

with the approval of, pass all requirements of, and be constructed under the supervision of the Director. Prior to approval of any work under this franchise, the Director may require such modifications or changes, as he deems necessary to properly protect the public in the use of the public places, and may fix the time or times within and during which such work shall be done.

The Grantee shall submit an encroachment permit to the City prior to work within the City's right-of-way.

Section 4. Requirement for Work in Public Rights-of-Way. Whenever the Grantee shall excavate in any public right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its power facilities, it shall apply to the City for a permit to do so and, in addition, shall give written notice to the City at least ten (10) working days notice of intent to commence work on main lines in the right-of-way, unless such notice is waived by the Public Works Director. In no case shall any work commence within any public right-of-way without a permit, except as otherwise provided in this franchise ordinance.

During any period of relocation, installation, construction or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public right-of-ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property, and the Grantee shall at all times post and maintain proper barricades and comply with all applicable regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

If the Grantee shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the Grantee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- A. Installation of any lines is compatible with all federal, state and local regulations and Grantee's construction standards;
- B. Such joint use shall not unreasonably delay the Grantee's work;
- C. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;
- D. The Grantee may deny such request for safety reasons.

Section 5. Protection of the Public Health, Safety and Property. Whenever an accident, faulty operation, excavation, fill or other condition associated with the construction, installation, maintenance or repair of the facilities authorized under this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the

adjoining street or public place, or endangers the public, an adjoining public place or street utilities or City property, the Director may direct the Grantee, at its own expense, to take actions to protect the public, adjacent public places, City property and street utilities, and may require compliance within a prescribed time.

In the event that the Grantee fails or refuses to take the actions directed promptly, or fails to fully comply with such directions given by the Director, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, including placing of temporary shoring, backfilling, alteration of drainage patterns and any other actions reasonable necessary to decrease the possibility of earth movement, or actions regarded as necessary safety precautions; and the Grantee shall be liable to the City for the costs thereof.

Section 6. Records. The Grantee shall at all times keep complete records showing the relative location and size of all power lines heretofore installed in the City, and showing the relative location of all gates, gauges, and other service construction. Such records shall be kept current by the Grantee, who shall provide as-builts to the City after this franchise is granted, and if the City permits additional installations, then immediately after construction is complete.

Upon the City's request for information on the location of Grantee's power lines or other facilities prior to the designing of rights-of-way improvements or other City improvements, the Grantee shall respond with the information on the Grantee's facilities no later than two (2) business days after the receipt of the request, unless otherwise agreed by the parties in writing. The City, as excavator, shall have the right to receive compensation for all costs damages or other expenses incurred by the City if the Grantee does not accurately locate its facilities as required by this section and in accordance with RCW 19.122.030. In addition, nothing in this section limits the City's ability to obtain damages from the Grantee under the circumstances described in chapter 19.122 RCW, and the City may also otherwise obtain recovery for its damages, costs, fees and expenses as provided by law.

Section 7. Recovery of Costs. The Grantee shall be responsible for all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. When the City incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a fee is not established, the Grantee shall pay such costs and expenses directly to the City.

Section 8. Restoration. The Grantee shall, after installation, construction, relocation, maintenance or repair of its facilities within the franchise area, restore the surface of the right-of-way to at least the same condition the property was in immediately prior to any

such installation, construction, relocation, maintenance or repair. The Public Works Director shall have final approval of the condition of such streets after restoration or repair. All concrete encased monuments, which have been disturbed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. The Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the affected area at its sole cost and expense.

Section 9. Indemnification. The Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the Grantee's own employees to which the Grantee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the acts or omissions of the Grantee, its officers or employees in performing this franchise are the proximate cause.

The Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person including claims by the Grantee's own employees, including those claims to which the Grantee might otherwise be immune under Title 51 RCW, arising against the City (1) solely by virtue of the City's ownership or control of the rights-of-way; (2) by virtue of the Grantee's exercise of the rights granted herein; or (3) by virtue of the City's permitting the Grantee's use of the City's rights-of-way; which claims are based upon the City's inspection or lack of inspection of work performed by the Grantee, its employees, agents officers or representatives, in connection with the work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise.

This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of negligent acts or omissions of the Grantee, its employees, officers, representatives or agents in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction or work in any public right-of-way in the performance of the work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by the Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims, which are not reduced to a suit, and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the Grantee refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the Grantee, then the Grantee shall pay all of the City's costs of defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fee for recovering under this indemnification clause.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, employees and agents, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein covers claims by the Grantee's own employees from which the Grantee might otherwise be immune under Title 51 RCW, and this waiver has been mutually negotiated by the parties.

Section 10. Bond. The City will not require that Grantee post a bond for the faithful performance of the terms and conditions of this franchise because all of the Grantees facilities are constructed and in place at this time and no new improvements are to be constructed under this franchise which would require bonding.

Section 11. Relocation. Since this franchise is for a major electrical transmission line, the typical relocation requirements are not applicable. Anytime the Grantor desires a relocation for its own governmental needs, the Grantee shall be notified of this request. The Grantee will only relocated its facilities covered by this franchise if a mutually agreeable reimbursement arrangement is made for all costs.

The Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives is suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration. In the event, the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its facilities as otherwise provided in this section, provided that mutually agreeable cost reimbursement commitment is made.

The provisions of this section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or

maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 12. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said streets, avenues, alleys or public rights-of-way of every type and description. Such franchise shall in no way prevent or prohibit the City from using any of said roads, streets or public rights-of-way, or affect the City's jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way of every type and description.

Section 13. Forfeiture and Revocation. If the Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given the Grantee by the City under the provisions of this franchise, then the Grantee shall, at the election of the City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon at least thirty (30) days notice to the Grantee. Prior to or at the hearing, the Grantee may request a reasonable time within which to remedy the default.

The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Grantee to comply with the provisions of this ordinance, and to recover damages, costs and attorney's fees incurred by the City by reason of the Grantee's failure to comply.

In addition to any other remedy provided herein, the City reserves the right to pursue any legal remedy to compel or force the Grantee to comply with the terms of this franchise, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 14. Insurance. The Grantee shall procure and maintain for the duration of this franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Grantee, its officials, employees and representatives. The Grantee shall provide a copy of such insurance policy to the City for its inspection prior to the adoption of this franchise ordinance.

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit.
2. Commercial general liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability.

Any deductibles or self-insured retention's must be declared to and approved by the City. Payment of deductible or self-insured retention's shall be the sole responsibility of the Grantee.

The insurance policy obtained by the Grantee shall name the City, its officers, officials, employees, and volunteers, as additional insureds with regard to activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Grantee's insurance shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the Grantee's insurance and shall not contribute with it. The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City. Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 15. Assignment. This agreement may not be assigned or transferred without the prior, written approval of the City. The Grantee shall provide prompt, written notice to the City of any such proposed assignment. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall be binding upon the successors and assigns of the Grantee, and all privileges of the Grantee shall inure to the successors and assigns as if they were mentioned herein.

Section 16. Abandonment of Facilities. Any plan for abandonment of any of Grantee's power lines or facilities installed under this franchise or any of its predecessors must be submitted to the City for its written consent. The City Public Works Director shall review the plan for abandonment prior to commencement of any work, and all necessary permits must be obtained prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this franchise ordinance.

Section 17. Modification. The City and the Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 18. Integration. The written provisions and terms of this franchise ordinance shall supersede all prior verbal statements of either party, and any prior franchise ordinance between the parties. Such statements or prior franchise ordinances shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.

Section 19. Street Vacations. This section will only become operative in those instances where the street vacation is subject to the City's street vacation ordinance, and not in those situations where the street has been vacated by lapse of time and operation of law. The City may have occasion to vacate certain streets, public ways or areas that have Grantee's lines and facilities located thereon. City agrees to exert reasonable good faith efforts to reserve an easement for Grantee's lines and facilities when a street, public way or area is vacated. If it is not feasible for City to reserve an easement for Grantee's line(s) and facilities, the proponents of the vacation shall be required (by City) as part of land use or other permitting approvals, to reimburse Grantee all costs to relocated said line(s) and facilities, as allowed by law.

Section 20. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

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

Tacoma Power
3628 South 35th Street
Tacoma, WA 98409
Attn: Real Estate Mgr.

Section 21. Binding Effect. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Grantee and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned herein.

Section 22. Compliance with Law. The Grantee, its subcontractors, employees and any person acting on behalf of the Grantee shall keep him/herself fully informed of all federal and state laws, and all municipal ordinances and regulations which in any manner affect the work or performance of the work authorized under this franchise ordinance, and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the city, its officers, officials, agents employees or representatives against any claim or liability arising from or based upon the violation of any such laws and regulations.

Section 23. Survival. All of the provisions, conditions, and requirements of Sections 5, 6, 8, 9, 16, shall survive the City's franchise to the Grantee for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof.

Section 24. Severability. If any section, sentence, clause or phrase of this franchise ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the parties reserve the right to renegotiate the grant of franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

Section 25. Acceptance. This franchise is granted upon the express condition that the Grantee, within thirty (30) days after the adoption of this ordinance, shall file with the Clerk of the City a written acceptance of the same, and when so accepted by the Grantee shall constitute a contract between the City and Grantee for all of the uses, services and purposes herein set forth.

Section 26. Early Termination. Notwithstanding anything to the contrary herein, in the event that the Grantee obtains sufficient superior property rights to the real estate that is subject of this franchise (for its transmission facilities), all provisions of this franchise shall automatically terminate as of the date such property rights are received. Thereafter the Grantee agrees to cooperate in good faith with the City, to negotiate (if necessary), mutually agreeable use rights for the City's streets and Grantee's transmission line facilities.

Section 27. Effective Date. This Ordinance shall take effect after at least one publication in the City's official newspaper, and after the _____ of _____ 2000, a period consisting of thirty days after the Franchise Agreement is approved by City Council, as long as the Grantee has submitted an acceptance as required by Section 24 above.

PASSED BY THE COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, AND APPROVED BY ITS MAYOR AT A REGULAR MEETING OF
SAID COUNCIL HELD ON THIS _____ OF _____, 2000.

APPROVED:

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ____ day of _____, 2000, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO TACOMA POWER AND LIGHT, A WASHINGTON MUNICIPAL CORPORATION POWER SERVICE WITHIN THE STATE OF WASHINGTON, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO USE AND OCCUPY CERTAIN STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC RIGHTS-OF-WAY IN THE CITY OF GIG HARBOR, WASHINGTON, FOR A PERIOD OF FIFTY YEARS, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, AND RENEWING POWER LINES AND APPURTENANCES WITHIN AND THROUGH THE CITY OF GIG HARBOR, WASHINGTON.

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

DATED this ____ day of _____, 2000.

MOLLY M. TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
SUBJECT: TUCCI ESCROW AGREEMENT - EAST/WEST ROAD RETAINAGE
DATE: JULY 17, 2000

BACKGROUND

Tucci & Sons, Inc. has requested their retained percentage for the East-West road construction contract be placed in an escrow account with Columbia State Bank in Tacoma.

POLICY CONSIDERATIONS

Columbia State Bank is certified as a public depository by the Washington Public Deposit Protection Commission as of March 31, 2000.

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

FISCAL CONSIDERATIONS

Retained percentage is 5% of each progress estimate.

RECOMMENDATION

Staff recommends that Council authorize execution of the Escrow Agreement with Tucci & Sons, Inc. and Columbia State Bank.

Project No: CSP 9801
Project Name: East/West Road
Escrow No: 7000221213

ESCROW AGREEMENT

TO: Columbia State Bank
Attn: Brenda/Susan
P.O. Box 2156, MS 6200
Tacoma, Washington 98401-2156

The undersigned, TUCCI & SONS, INC. hereinafter referred to as the Contractor, has directed City of Gig Harbor, hereinafter referred to as Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The Agency shall deliver to you from time to time checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collection shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached (Exhibit A) is a list of such bonds, or other securities approved by the Agency. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to the agreement (or any moneys derived from the sale of such securities, or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. Upon request by you, the Agency shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the moneys held hereunder in accordance with the new estimated completion date.

4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this agreement, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys, including accrued interest on such securities, held by you hereunder, to the Agency.

5. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Agency directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein.

In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within twenty (20) days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within twenty (20) days, you shall return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the Agency, with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, not be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage that is caused by your failure to perform as required under this instrument, and any loss or damage caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

10. This Escrow Agreement may only be amended or modified upon the written consent of each party's duly authorized representative.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this 18th day of July, 19 2000.

Columbia State Bank

700022123

Escrow Account #

Joe Winkler
Authorized Signer

TUCCI & SONS, INC.

4224 Waller Road East
Tacoma, WA 98448

By Michael A. Tucci
Michael A. Tucci, Chairman

Date: 7-19-00

The above escrow instructions received and accepted this 19th day of July, 19 2000.

Exhibit "A"

**List of Type of Bonds or Securities that are Approved
by the City of Gig Harbor**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Obligations of any corporation wholly-owned by the government of the United States
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

In no event shall the City of Gig Harbor approve investments in stock of any company, association or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

Please indicate which type of Bonds or Securities that have been selected by circling the appropriate number above.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, INTERIM PLANNING DIRECTOR
SUBJECT: PLANNING COMMISSION RECOMMENDATION ON REVISING
CHAPTER 17.80 – SIGN CODE AND FIRST READING OF ORDINANCE
ADOPTING REVISIONS
DATE: JULY 20, 2000

INFORMATION/BACKGROUND

When the sign code was last amended, Council determined that a review should be conducted in two years to determine whether or not the code was functioning for the City and its citizens. The Planning Commission began this task in April 2000 when it held an open public meeting expressly to take comments, and concluded the review with a second public work session on June 15, 2000. This report summarizes their findings. The Planning Commission submits this report to the Council for its consideration.

POLICY CONSIDERATIONS

The Planning Commission made considerable effort to ensure the public had ample opportunity to submit comments. The first public meeting was not well attended, and it was determined that additional outreach and a second work session were appropriate in order to assure full participation. The Chamber of Commerce was contacted and planning staff coordinated the second work session with them. In addition to the usual public notice in the paper, the Gateway published articles publicizing the work session. Planning staff mailed an announcement of the work session directly to the Chamber of Commerce, the Peninsula Neighborhood Association, the Downtown Business Association, the West Side Business Association, as well as a number of individuals who had called expressing their interest in this subject.

At the June 15th work session planning staff presented an informational slide show that detailed the numbers and types of permits and correction notices that had been issued in the past two years, as well as some areas of concern to staff. A letter from Marie Sullivan was delivered to the Commission outlining the Chambers comments. About 10 people were in attendance, and of those five gave comments to the Commission. The following issues emerged:

1. Staff concerns addressed:

- The appropriateness of including a portion of the Gig Harbor North Retail Area (PCD-C and PCD-BP) under the Sign Code Area 1 designation (currently B-1, B-2, and C-1 outside the downtown business district).
- The need to define directional signs, being clear that it is not necessary to acquire permits for them.

- Finally, staff identified one or two minor typographical errors that are the source of additional confusion.
- 2. Mr. Bud Wieser, a sign manufacturer pointed out that Section 17.80.050 of the code is unclear and the Commission concurred.
- 3. Mr. Richard Yasger from the PNA expressed support for the sign code and attributed positive impacts to it.
- 4. Ms. Lois Hartwig of Citizens Against Litter expressed support for the sign code and attributed positive impacts to it.
- 5. Mr. Rick Christ of the Village Barber Shop on Kimball, asked for clarification regarding the exception for barber poles, an area of particular interest to him.
- 6. Mr. Jim Franich, a private citizen, express his appreciation for the sign code, his concerns regarding A-boards and banners, and his desire to preserve the visual qualities that make Gig Harbor unique.
- 7. Staff read the letter from the Chamber of Commerce and responded to several points that they made. A letter outlining those responses has been drafted to the Chamber. A copy of each letter is attached to this memo.

The Planning Commission concluded that the sign code is functioning quite successfully and that there is need for a minimum amount of minor housekeeping as follows:

1. Define directional signs.
2. Clarify the language of section 17.80.050 and correct misprints.
3. Amend Sign Code Area 1 to include commercial portions of Gig Harbor North.
4. Make other minor corrections to clarify language and intent.

Finally, the Planning Commission has forwarded their resolution recommending that Council make the above changes, and has drafted a revised version of Chapter 17.80 incorporating these changes should the Council choose to adopt their recommendation.

FISCAL CONSIDERATIONS

The City Finance Director generated two charts detailing sales tax income in the City during the past two years. That information showed a steady increase in tax revenues. While this is not a comprehensive analysis of the sign code impacts, it is at least an indication that business continues to grow. The costs associated with the sign code relate to staff time involved in permitting and enforcing the code, and fees associated with the code are a relatively minor source of revenue and do not fully address the administrative costs. There is no additional fiscal impact to the City from the implementation of the sign code.

RECOMMENDATION

Staff recommends that the Council approve the recommendation of the Planning Commission and adopt the revised Chapter 17.80.

City of Gig Harbor Planning Commission

Resolution

00-01 of the year 2000

A RESOLUTION OF THE CITY OF GIG HARBOR PLANNING COMMISSION RECOMMENDING ADOPTION BY THE GIG HARBOR CITY COUNCIL SEVERAL REVISIONS OF THE CITY SIGN CODE, TITLE 17.80 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City Planning Commission on April 6, 2000 reviewed at a public meeting and work session the success of the City sign code as directed by Council and as recommended by staff; and,

WHEREAS, the Planning Commission conducted a second public meeting and work session on June 15, 2000, during which they accepted public comment on the clarity and functionality of the sign code following public notice; and,

WHEREAS, public comment was offered at the public hearing; and,


WHEREAS, the proposed changes are intended to clarify existing language, to eliminate inconsistencies and ambiguous language in those sections applying to interior illumination, color values, to correct what the Planning Commission feels are minor administrative errors in the City's regulation of the sign code; and,

WHEREAS, the proposed changes include expanding Sign Code Area 1 to include PCD-C and PCD-BP in Gig Harbor North, and,

WHEREAS, following a work session on July 6, 2000, the Planning Commission, unanimously recommended adoption of the proposed sign code revisions by the City Council.

NOW, THEREFORE BE IT RESOLVED by the City of Gig Harbor Planning Commission that the Gig Harbor City Council adopt the proposed changes to the City of Gig Harbor Zoning Code referenced as EXHIBIT "A", attached, as recommended by the Planning Commission.

PASSED this 6th day of July, 2000, by the City of Gig Harbor Planning Commission of those present at its regular meeting.



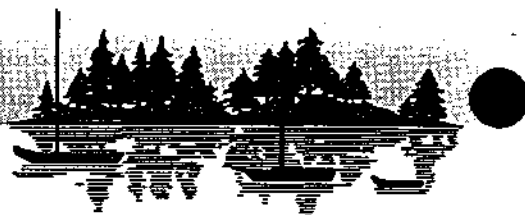
Paul Kadzik, Chairman

7/20/00

Date

GIG HARBOR ✓ PENINSULA AREA
CHAMBER OF COMMERCE

3302 HARBORVIEW DR., STE. 2 GIG HARBOR, WA 98332 PHONE (253) 851-6865 FAX (253) 851-6881



June 15, 2000

Dr. Paul Kadzik
Chair, Gig Harbor Planning Commission
3105 Judson Street
Gig Harbor, Washington 98335

RE: COMMENTS REGARDING APPLICATION OF CITY SIGN CODE

Dear Paul:

Thank you for the opportunity to comment on the Gig Harbor Sign Code. Due to prior family commitments for the time the meeting is now scheduled, I am forwarding some comments to you for consideration during the Commission's deliberations.

Rather than taking issue with sign code specifics, the Gig Harbor Peninsula Area Chamber of Commerce is encouraging individual members to attend the meeting tonight and offer comments as they relate to specific instances and applications. For the Chamber's part, based on written and verbal comments from members, we would like to offer the following:

Enforcement

One of the comments we heard frequently was that sign code enforcement and "violation" notification have been inconsistently applied. For example, it appears that some A-boards are allowed, some are removed without notice, some are given notice before removal, and some are handled differently depending on the day (e.g., one day the sign is removed, one day the business is given a notice before removal). Other comments were made about who had the authority for enforcement (can just any city employee remove a sign or issue a violation, as appears to be the practice?), and the suggestion that the city should treat signs with care if they are removed, since signs are costly to produce.

Interpretation

While we recognize the sign code is a complex document, a frequent comment was that city staff interprets the code differently, making it unpredictable for business owners. For example, this particular point was emphasized over directional signs, with one planning staff member saying the new sign met the regulation and was allowable; follow-up with a different staff member resulted in a different answer.

Also, it has been pointed out that things such as fees may be referred to in the sign code by the municipal number, but explanations, definitions and descriptions are found in a different code. This is difficult to follow for new business owners who are unfamiliar with city codes.

We would encourage development of schematics (If you have "A" then "B") or an executive summary pointing out the "basics," if possible. Perhaps a training session for local sign builders


would be useful. Or, again if possible, developing a fact sheet with layman's terms that could be distributed to new business license applicants as part of a "Doing Business in Gig Harbor" guide.

Other

Directional signs were also the topic of conversation by the Chamber's Tourism Committee, various members, and the public. The City has done a good job of creating visitor information signs and placing them at strategic entrance points. However, signs such as "Public Restrooms," and other "information" directional signs could be larger without looking bad. One suggestion was to have a separate color scheme for city signs or Visitor signs so they are easily recognizable and easily followed.

These are just a few comments. We are hopeful Chamber members will bring their own specific stories to the Commission meeting tonight and, if planned, subsequent meetings. If you have questions, please don't hesitate to call me at 851-6865

Sincerely,



Marie Sullivan
Executive Director

File



City of Gig Harbor. The "Maritime City"

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

July 20, 2000

Ms. Marie Sullivan
Gig Harbor – Peninsula Area Chamber of Commerce
3302 Harborview Dr., Suite 2
Gig Harbor, WA 98332

Re: Chamber of Commerce Comments Regarding Application of City Sign Code

Dear Ms. Sullivan and Chamber Members:

Thank you for your recent letter regarding the City of Gig Harbor Sign Code. We appreciate very much your participation in the Planning Commission's review of how well the sign code has functioned during the past two years. We read with interest the Chambers letter during the work session and the planning staff attempted to address some of your concerns at that time. We hope this follow up letter helps explain some of those issues.

Enforcement

Inconsistent application of sign code enforcement.

Apparent inconsistencies in enforcement can stem from a number of causes. At times there may be circumstance not apparent to the casual viewer. For instance, a particular business owner may have gotten a right of way permit from the Public Works Department that allowed them to have their 'A-board' type sign in the right of way. Or while one 'A-board' per business is typically allowed (if it is not on public property), the second may not be (unless it is a corner business that is allowed one per right of way). City staff makes every attempt to be even handed in our enforcement efforts. If ever someone has questions regarding apparent inconsistencies, please feel free to call the planning department to ask for clarification.

What City employees can enforce the sign code?

Technically, any City employee may enforce the sign code, though in actuality we have one code enforcement officer. Occasionally the Public Works crew finds a sign in the right of way where they have been sent to perform work, and they will remove them. Interestingly, City staff has on occasion picked up a garage sale sign on an A-board, and found that it has been made from a real estate or other A-board. It would seem to indicate that on (hopefully) rare occasions a sign is removed by someone other than City staff. Any sign picked up by City staff is kept for two weeks, during which time the owner may come to the Department of Planning and Building Services to reclaim it. At such time we can discuss the reasons it was picked up, and if needed a permit can be issued. We never issue citations at that point, and are happy to return the signs.

Interpretation

Different staff members interpret the sign code differently.

This may in fact be the case. We are going to discuss this at the next staff meeting. What we will likely do in response to this concern is to defer all sign code questions to Diane Gagnon or Rob White as appropriate. Diane is the permit technician best able to deal with permitting questions, and Rob White is often most familiar with specific enforcement issues. By deferring questions to Rob and Diane only we expect to achieve greater consistency.

Fees are difficult to locate and understand.

Fees are approved via ordinance by the City Council no more than once per year. By including all fees in one "fee schedule ordinance" the City is only required to address this in one document. The alternative would be to update multiple ordinances each time a fee was increased, which is prohibitively costly, time consuming and which increases the potential for errors and oversights. Regrettably, we will not be able to change this method. Alternately, we have available in the planning department a client assistance brochure that stays up to date on changes in sign code fees and requirements, and which simplifies much of the information typically required by the most frequent applicants. We would like to take this opportunity to point out that many of the sign code permits for temporary signs require no fees, and that the maximum fee for any sign is a one time fee of \$70.00.

Development of schematics.

Unfortunately, there are so many 'variations on a theme' regarding signage that any schematic would be rather confusing and complex. We do have an existing client assistance brochure available at the planning department or on line at www.ci.gig-harbor.wa.us under "Planning". We are going to review it, perhaps make some revisions, then make it available to the Chamber for inclusion in their new business packets. Also, the City Administrator provides a letter to new business license applicants that outlines the 'basics'.

Other

Directional signs.

July 20, 2000

The City Administrator and Public Works Department have been working together to provide improved directional signage in the City. However, this issue is separate from the sign code. Indeed, Mr. Hoppen reports that a color scheme has been worked out and you may expect to see these signs in the near future.

Once again, on the City of Gig Harbor Planning Commission would like to thank the Chamber, and Marie Sullivan in particular, for working with us on this review.

Sincerely,

Patricia Iolavera
Interim Director
3105 Judson Street
Gig Harbor, WA 98335

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE DIVISION OF LAND AND PROVIDING AN ADMINISTRATIVE BINDING SITE PLAN PROCEDURE FOR THE DIVISION OF COMMERCIAL AND INDUSTRIALLY ZONED PROPERTY AS AN ALTERNATIVE TO THE SUBDIVISION AND SHORT SUBDIVISION PROCESS; DESCRIBING THE ELEMENTS OF A COMPLETE APPLICATION, SETTING FORTH THE CRITERIA FOR APPROVAL; DESCRIBING THE EFFECT OF A BINDING SITE PLAN ON FUTURE SALES AND DEVELOPMENT OF PROPERTY; ADDING A NEW CHAPTER 16.11 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City of Gig Harbor previous revised the Sign Code by Ordinances 710 in 1996, and Ordinance 778 in 1998, and

WHEREAS, the City Council committed the City to reviewing the Sign Code in the year 2000 to determine it's efficacy, and

WHEREAS, the City Planning Commission on April 6, 2000 reviewed at a public meeting and work session the success of the City sign code as directed by Council and as recommended by staff; and

WHEREAS, the Planning Commission conducted a second public meeting and work session on June 15, 2000, during which they accepted public comment on the clarity and functionality of the sign code following public notice; and

WHEREAS, public comment was offered at the public hearing; and

WHEREAS, the proposed changes are intended to clarify existing language, to eliminate inconsistencies and ambiguous language in those sections applying to interior illumination, color values, to correct what the Planning Commission feels are minor administrative errors in the City's regulation of the sign code; and

WHEREAS, the proposed changes include expanding Sign Code Area 1 to include PCD-C and PCD-BP in Gig Harbor North, and

WHEREAS, following a work session on July 6, 2000, the Planning Commission, unanimously recommended adoption of the proposed sign code revisions by the City Council.

WHEREAS, the City of Gig Harbor Planning Commission has passed a resolution recommending the adoption of the proposed changes to the City of Gig Harbor Zoning Code 17.80, and

WHEREAS, the City SEPA responsible official has issued a Determination of Non Significance for this Ordinance; and

WHEREAS, on _____, the City Council considered this Ordinance during a regular City Council Meeting; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
DOES ORDAIN AS FOLLOWS:

Section 1. Amends Gig Harbor Municipal Code Title 17.80 to read as follows:

CHAPTER 17.80 – SIGN CODE*

Sections:

- 17.80.010 Purpose and scope.**
- 17.80.020 Permits not required.**
- 17.80.030 Definitions.**
- 17.80.040 Permit procedures.**
- 17.80.050 Variances and administrative waivers.**
- 17.80.060 General regulations.**
- 17.80.070 Master sign plans.**
- 17.80.080 Sign districts.**
- 17.80.090 Sign standards for Area 1.**

- 17.80.100 Sign standards for Area 2.
- 17.80.110 Temporary signs.
- 17.80.120 Prohibited signs.
- 17.80.130 Nonconforming signs.
- 17.80.140 Design review board approval.
- 17.80.150 Liability.

***Prior legislation: Ords. 532, 558, 664, 691, 710, and 788.**

17.80.010 Purpose and scope.

A. Purpose. It is the purpose of this chapter to promote a quality visual environment by establishing reasonable standards for the size, placement, height and maintenance of outdoor signs, graphics and advertising. It is further intended to encourage quality design and material composition which create an attractive community and business climate by implementing the goals and policies described in the community design element of the city's comprehensive plan. Implementing these goals and policies will assure that signage is in harmony with building designs and the character of the surrounding areas.

B. Scope. This chapter shall not regulate traffic and directional signs installed by a governmental entity; signs not readable from a public right-of-way or waterway; interior signs placed more than three feet behind a window or opening of a building unless within an enclosed display window; merchandise displays; points-of-purchase advertising displays on product dispenser machines; national flags; flags of a political subdivision; symbolic flags of an institution; legal notices required by law; traditional (stationary or turning, without text) barber poles; historic site plaques; gravestones; structures intended for a separate use, such as phone booths, Goodwill containers and recycling containers; or sign graphics or symbols painted directly onto or flush-mounted magnetically onto a motor vehicle operating in the normal course of business. (Ord. 788 § 2, 1998).

17.80.020 Permits not required.

The following shall not require a sign permit; provided however, these exemptions shall not be construed as relieving the owner from the responsibility to comply with the provisions of this chapter or any other law or ordinance.

A. The changing of the advertising copy or message on a lawfully erected reader board or similar sign specifically designed for the use of replaceable copy;

- B. Repainting or cleaning of a lawfully erected sign and other normal maintenance which does not involve a change of sign color or design, unless a structural or electrical change is made;
- C. Seasonal decorations customary for holidays erected entirely on private property;
- D. On-premises directional signs not exceeding four square feet. The height of the sign shall not exceed four feet unless it is attached to a wall, in which case the sign must have a maximum clearance of 27 inches or a minimum clearance as defined in GHMC 17.80.090(D)(2) and 17.80.100(E)(2);
- E. Nonilluminated window signs conforming to GHMC 17.80.090(C)(2) and 17.80.100(D)(2);
- F. Campaign and political signs conforming to GHMC 17.80.110(D);
- G. One temporary construction sign of up to 32 square feet or one project identification sign conforming to GHMC 17.80.110(C);
- H. One wall or projecting gas station price sign or one portable gas station price sign per station limited to a maximum of 15 square feet per sign face, and no more than two faces. In addition to one wall or projecting gas price sign and in lieu of a portable gas station price sign, one gas price sign may be incorporated into an approved freestanding ground sign, subject to maximum size and height allowances for freestanding signs. Portable gas price signs shall be limited to a maximum height from the ground of five feet; illumination of portable gas price signs shall be limited to an external source or to an opaque face with illuminated sign graphics only;
- I. One lot identification sign per single-family dwelling in the R-1 district with the total area not to exceed two square feet;
- J. Real estate signs conforming to GHMC 17.80.110(B);
- K. Nonelectric portable signs conforming to GHMC 17.80.060(H) and 17.80.100(F). (Ord. 788 § 3, 1998).

17.80.030 Definitions.

The following definitions shall apply for the purpose of this code:

1. "Abandoned sign" means a sign that no longer correctly identifies, exhorts or advertises any person, business, lessor, owner, product or activity conducted or available on the premises where such sign is located and which has not been changed or removed within 180 days of a tenancy change; or a sign which is damaged, in disrepair, or vandalized and not repaired within 60 days of the damaging event.
2. "Advertising copy" includes any sign graphics, background colors, logos or trademarks which identify or promote the sign user or any product or service; or which provides information about the sign user, the building or the products or services available.

3. "Awning" means a shelter projecting from and supported by a structure or building wall and constructed of a rigid supporting framework and a flexible or nonrigid covering.
4. "Awning sign" means a sign applied to or incorporated into the covering of an awning.
5. "Building" means a roofed and walled structure built for permanent use.
6. "Bulletin board" means a board or small sign on which notices, community events or hours of operation are posted.
7. "Cabinet sign" means an internally illuminated sign in which a removable sign face (usually with translucent sign graphics) is enclosed on all edges by a metal cabinet. A cabinet sign may be multi-sided.
8. "Director" means the city's planning director, or the director's designee, who shall be authorized to administer and enforce all of the provisions of the sign code.
9. District, Sign.
 - a. "Area 1" includes those properties situated in all B-2 districts except the B-2 district in the vicinity of the Burnham Drive/Harborview Drive junction; and all C-1 districts except C-1 districts in the height restriction area, and in PCD-C, and in PCD-BP districts.
 - b. "Area 2" includes all properties not defined under Area 1.
10. "Double-faced sign" means a sign that has advertising copy on opposite sides of a single display surface or sign structure.
11. "Electric sign" means a sign or sign structure in which electrical wiring, connections and/or fixtures are used as part of the sign proper.
12. "Electronic sign" means a sign designed to allow changes in the sign graphics electronically.
13. "Event" means a current or planned activity or occurrence which involves a gathering of people or solicits their participation. In this context, an event does not include the commemoration of a holiday.
14. "Facade" means the entire building front or street wall face of a building extending from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation.
15. "Festoon" means a strip or string of balloons which includes clusters or strings of balloons connected to a fixed object or vehicle on at least one end of the festoon.
16. "Flashing sign" means a sign or a portion thereof which changes light intensity or switches on and off in a constant, random or irregular pattern or contains motion or the optical illusion of motion by use of electrical energy. Changing message centers shall not be considered flashing signs.

17. "Freestanding sign" means a sign supported by a pole(s) or mounted on a sign base and is not connected to or supported by any other structure.
18. Freeway Interchange Area. The freeway interchange of State Route 16 (SR-16) is illustrated on Exhibit 1, attached to Ordinance No. 788 and available in the city clerk's office, and defines the area where signage may be oriented to SR-16, subject to the provisions of GHMC 17.80.060(K).
19. "Frontage" means the linear distance of property along a street or highway.
20. "Gas station price sign" means a sign advertising the price of motor fuel and contains no other business advertising.
21. "Holiday" includes all state holidays as defined under RCW 1.16.050, except Sunday.
22. "Incidental sign" means a non-electric informational warning or service sign (non-commercial in nature) four square feet or less in area that is intended primarily for the convenience and safety of the public while on the premises. Included are signs such as 'no parking', 'private property', 'customer parking' and other on site warning signs.
23. "Internal illumination" means a source of lighting concealed entirely within a sign which makes sign graphics visible by transmitting light through a translucent or semi-translucent material.
24. "Institutional sign" means a sign to identify educational, civic and religious institutions.
25. "Landscaping" means the planned use of trees, shrubs and other living plant materials used in conjunction with a sign and other decorative features.
26. "Logo" means an identifying emblem or insignia containing sign graphics, symbols or colors typically used for identification and/or advertisement.
27. "Logo shield" means a logo contained within an area no greater than four square feet, incorporated into a larger sign face or designed as an individual sign or a component of a sign containing individually mounted sign graphics.
28. "Lot identification sign" means a sign to identify the occupants of the premises.
29. "Mansard roof" means a sloped roof or roof-like facade architecturally able to be treated as a building wall.
30. "Marquee" means a permanent structure attached to, supported by and projecting from a building and providing protection from the weather elements, but does not include a projecting roof. For purposes of this chapter, a freestanding permanent roof-like structure providing protection from the elements, such as a service station gas pump island, will also be considered a marquee. This also includes canopies.

31. "Neighborhood identification sign" means a sign to identify a particular residential area or development four acres or greater in size.

32. "Neon lighting" means illuminated tubing forming sign graphics or which is otherwise used as an exposed lighting source. For the purpose of this chapter the term "neon" will be considered a generic term for this type of lighting regardless of the type of fluorescing gas or material contained within the tubing.

33. "Neon sign" means neon lighting used to draw attention to a business or building in any manner, including (but not limited to) neon sign graphics, logos or outlining of a building's architectural features.

34. "Off-premises directional sign" means a permanently installed sign which provides directional information to a parcel located in the Gig Harbor area, but not located on the same parcel as the sign in question.

35. "Off-premises sign" means a sign relating through its message and content to a commercial or noncommercial activity, use, product or service not available or conducted on the premises on which the sign is erected.

36. "On-premises directional sign" means a permanent sign that directs the public to a specific place such as an entrance, exit, or parking or service area, or a particular aspect of a business establishment.

37. "On-premises sign" means a sign which carries only advertisements and messages strictly applicable to a lawful use of the premises on which it is located.

38. "Pan-channel" means a sign graphic that is constructed of a three-sided metal channel, usually having a light source contained within the channel. The open side may face inward, resulting in silhouette lighting, or it may face outward to allow full illumination. The open side of the channel may be enclosed with a translucent material.

39. "Portable sign" means a freestanding sign made of any material, which by its design is readily movable and is not permanently affixed to the ground.

40. "Projecting sign" means a sign which is attached to and projects more than one foot from a structure, building face or marquee.

41. "Public event" means an event held no more than once a year by an individual sponsor, business or agency, and which is on a site normally associated with activities or uses other than the event, and which does not represent or promote a use, product or service normally associated with the site of the event. Special sales or promotions of products or services commonly available on the site, or which are readily available at a permanent outlet or site within the city, do not represent public events.

42. "Readerboard" means a sign face designed to hold readily changeable sign graphics allowing frequent changes of copy.
43. "Returns" are the exposed sides of pan-channel sign graphics and cabinet signs.
44. "Revolving sign" means a sign which rotates or turns in a circular pattern.
45. "Roof sign" means a sign supported by and erected on and above a roof, parapet or fascia of a building or structure (shall not include a sign erected on the face of a mansard roof).
46. "Sandwich board/sidewalk sign" means a portable sign consisting of two sign faces hinged at the top and separated at the bottom to make it self-standing.
47. "Seasonal decorations" means temporary decorations for holidays which do not fall under the definition of a sign and which are installed no sooner than 30 days before a holiday and removed no later than five days after the holiday. Decorations which fall under the definition of a sign must conform to all provisions of the sign code.
48. "Sign" means:
- a. Any visual communication device, structure, or fixture which is visible from any public right-of-way or waterway placed for the promotion of products, goods, services, events or to identify a building, using sign graphics or trademarks; or
 - b. Steel, plastic or similar panels displaying corporate colors, logos or trademarks and as are common on corporate signature buildings to give identity to the business (corporate colors which conform to the city's design manual requirements for color shall be excluded from this definition of a sign); or
 - c. Inflatable figures, balloons (in a display of six or more), festoons, streamers, spinners, product representations and advertisements for services which are attached to a fixed object or stationary vehicle.
49. "Sign area" means the entire area of a sign on which advertising copy, logos, trademarks, and business or corporate colors are to be placed. Sign structures and associated architectural embellishments, framework and decorative features which contain no written or advertising copy, which are not illuminated and which contain no logos or trademarks shall not be included. Sign area shall be calculated by measuring the area of the smallest rectangle, circle, triangle or parallelogram that can be drawn around all parts of the sign from the viewpoint exposing the largest sign surface area, including the sign face background, and including all spaces and voids between or within letters or symbols which comprise a single word, statement, description, title, business name, graphic symbol or message. Sign supporting structures which are part of the sign display shall be included in the area of calculation.

50. "Sign graphics" include all lines, strokes, text, symbols and logo shields applied to a sign surface and does not include the background surface to which they are applied.

51. "Silhouette lighting", sometimes called "halo lighting", means lighting being emitted from the back side of pan-channel sign graphic which has the open side of the channel facing the wall or sign face it is mounted to, thereby silhouetting the sign graphics.

52. "Temporary construction sign" means a sign jointly erected and maintained on premises undergoing construction by an architect, contractor, subcontractor and/or materialman upon which property such person is furnishing labor or material.

53. "Temporary sign" means any sign or advertising display constructed of cloth, canvas, light fabric, paper, cardboard or other light materials, with or without frames, intended to be displayed for a limited time only and not permanently attached to a building or site.

54. "Trim caps" are the corner trim pieces holding the translucent materials or sign faces on pan-channel sign graphics and cabinet signs.

55. "Wall graphics" means a wall sign of which color and form are part of an overall design on the building.

56. "Wall plane" includes that portion of a facade which is contained on one general plane. If there is a shift in the facade, forward or back, a new plane is created. A single wall plane may contain windows and doors but it is generally a solid surface. The fascia of projecting porches or colonnades may be considered part of the wall plane the porch or colonnade projects from for calculating signage area.

57. "Wall sign" means a sign attached or erected parallel to and extending not more than one foot from the facade or face of any building to which it is attached and supported throughout its entire length, with the exposed face of the sign parallel to the plane of said wall or facade. Signs incorporated into mansard roofs, marquees or canopies shall be treated as a wall sign.

58. "Window sign" means a sign that is mounted on, painted on or attached to a window, or is placed within three feet of the inside of a window or opening, or is within an enclosed display window (i.e., the display area in the window is separated from the main floor area by a wall, curtain or screen). (Ord. 788 § 4, 1998).

17.80.040 Permit procedures.

The following regulations shall apply to all signs.

A. Permit Requirements. Signs located on public right-of-way must conform to all provisions of this chapter, except that such signs are exempt from the permit requirements of this section and shall be processed and administered as per Chapter 12.02 GHMC. No sign shall be installed,

constructed, painted, structurally altered, posted or applied without first obtaining a sign permit from the director, except as allowed under the provisions of GHMC 17.80.020 or otherwise exempted by this chapter. A separate permit shall be required for each group of signs installed simultaneously on a single supporting structure. Thereafter, each additional sign erected on the structure must have a separate permit.

B. Permit Application. A complete application for a sign permit shall consist of:

1. Two site plans showing the location of the affected lot, building(s) and sign(s), showing both existing and proposed signs;
2. Two copies of a scaled drawing of the proposed sign or sign revision including size, height, copy, structural footing details, material specifications, method of attachment, illumination, front and end views of marquees, calculation for dead load and wind pressure, photograph of site and building marked to show where sign or marquee is proposed, and any other information required to ensure compliance with appropriate laws;
3. Written consent of the sign owner and the owner of the building, structure, or property where the sign is to be erected;
4. A permit fee as adopted by resolution of the city council;
5. Documentation demonstrating that the sign installer has a valid Washington State contractor's license when a sign requires a building permit unless the sign is being installed by the owner of the sign;
6. Exemptions. The director may waive submission of plans and specifications when the structural aspect is of minor importance.

C. Permit Processing Requirements. A sign permit shall be processed according to the procedures in GHMC Title 19, and is a Type II permit application. (Ord. 788 § 5, 1998).

17.80.050 Variances and administrative waivers.

A. Variances. A variance may be requested from any requirement in this chapter, with the exception of the requirements described in subsection (B) of this section, Administrative Waiver – Design Restrictions. The variance shall be processed as a Type III application, and the variance criteria described in the zoning code (GHMC 17.66.030) shall not be used to determine whether a variance may be granted. A variance may be approved if all of the following criteria are satisfied:

1. The granting of the variance would not be materially detrimental to the property owners in the vicinity and the variance sought is of minimum sign size, height, and scope to meet the conditions and needs of the applicant; and
2. The granting of the variance would not be contrary to the objectives of this chapter; and

3. The signage of the property in question cannot be adequately met under the literal interpretation and strict application of the chapter; and
4. The granting of the variance is necessary because of special circumstances relating to property location, topography, shape and size, site distance and limited view to property.

B. Administrative Waiver – Design Restrictions. Restrictions pertaining to the location of a sign within architectural features of a building or to color of illumination as required in GHMC 17.80.090(B)(2) and 17.80.100(A) and (C)(2) shall be observed unless a waiver is granted by the director. Waivers may be granted by the director upon a clear demonstration that all of the following conditions apply:

1. The proposed sign design is consistent with the city's design manual;
2. The building for which the waiver is requested lacks usable wall and/or fascia space common to newer buildings;
3. If colored illumination other than white or ivory is desired in Area 2, the proposed sign is not visible from residential property within 200 feet of the parcel the sign is located on;
4. All reasonable alternative locations for signage have been explored by the applicant. (Ord. 788 § 5, 1998).

17.80.060 General regulations.

A. Motion Signs Prohibited. No sign or any part of a sign shall be designed or constructed to be moving by any means, and shall not contain items such as banners, ribbons, streamers and spinners. These devices, when not part of any sign, are also prohibited. Balloons may be permitted on signs if they conform to the provisions of GHMC 17.80.110(F). Limited use of thematic flags, banners and pennants which are complementary to a specific location or structure may be permitted upon approval of the director. This waiver is not intended to permit the use of numerous types of devices which as a result of wind pressure may move to a point of attracting attention of vehicular and pedestrian traffic.

B. Exposed Sign Supports. Exposed braces and angle irons are prohibited unless they are a decorative element in the sign structure (e.g., wrought iron "S" curve braces) or unless there are no other practical means of supporting the sign.

C. Flashing Signs. No sign shall have blinking, flashing, fluttering or moving lights or other illuminating device which has a changing light intensity or color.

D. Uniform Building Code Compliance. The structure and installation of all signs shall comply with the latest adopted edition of the city's building code. Such sign shall meet all other applicable provisions of this chapter.

E. Off-Premises Directional Signs. Off-premises directional signs may only be allowed if a variance is granted pursuant to GHMC 17.80.050(A). If more than one business in an immediate area has need for an off-premises directional sign, all must be identified on the same sign.

F. Maintenance Required. All signs, together with all of their supports, braces, guys and anchors, shall be maintained in good repair and in a safe, neat, clean and attractive condition.

G. Illumination Restrictions.

1. Externally Illuminated Signs. Signs may be externally illuminated and shall conform to the city's design manual standards for lighting.

2. Internal Illumination and Neon. Internally illuminated signs shall conform to the following:

a. Individual pan-channel sign graphics and emblems. Sign graphics and emblems (e.g., fully illuminated logo shields) shall not exceed 21 inches in height.

b. Individual sign graphics using "halo" or "silhouette" lighting. Sign graphic height shall not be restricted on opaque sign graphics using "halo" or "silhouette" lighting where the light is reflected off the surface to which the sign graphics are mounted.

c. Internal illumination and neon lighting. All sign graphics which are internally illuminated, or illuminated with neon tubing, are limited to no more than 21 inches in height, except that illuminated outlines and borders may extend to the height of the sign face. Only text and graphics may be internally illuminated, the sign face must remain opaque, and be sealed at the seams to avoid light leaks. ~~Sign faces not be internally illuminated and must be sealed at the seams to avoid light leaks.~~ However, design allowances for illuminated sign faces may be approved by the design review board (DRB) under the provisions of GHMC 17.80.140 if the sign conforms to all of the following criteria:

i. Illumination may be the minimum required to reveal the background color, but no brighter.

ii. Color value of the sign face shall be limited to the darker values which diminish glare.

~~Intensity (or chroma) shall be dull or weak. These darker hues are naturally more opaque due to their darker values.~~

d. Internally illuminated awning signs. Awning materials must be totally opaque. Only the sign graphics on an awning may be translucent.

H. Portable Signs. Portable signs shall not exceed six square feet per side and shall not exceed 12 square feet total. Portable signs shall not exceed four feet in height and not more than one such sign may be displayed per business. Portable signs must be located on the premises to which they relate, except real estate signs and those signs allowed under GHMC 17.80.100(F).

I. Abandoned Signs. Abandoned signs shall be removed by the owner or lessee of the premises upon which the sign is located after the business or service advertised is no longer conducted on the premises.

J. Color and Material Restrictions. Reflective materials, brilliant luminescent or fluorescent colors shall be permitted for sign graphics and one logo shield per sign face only and may not be used on the background, field, or surface to which graphics or logo shields are applied. Materials which give the appearance of changing color or of movement are prohibited.

K. SR-16 Sign Orientation. Signage shall not be oriented for SR-16 visibility, except as follows:

1. Signage for existing establishments may be oriented to the road or parking lot providing primary access to the customer entrance.
2. Wall signage may be oriented toward designated freeway interchange areas as defined on Exhibit 1, attached to Ordinance No. 788 and available in the city clerk's office, provided all screening or buffering requirements specified in the city's design manual or zoning code are in compliance on the subject site; and provided, that no more than one sign is visible from the interchange for any one business.

L. Wall Graphics. There are no restrictions on wall graphics except as regulated by the city's design manual for color; provided, that they do not constitute advertising of a business, product, service or event normally subject to the provisions for painted signs. (Ord. 788 § 7, 1998).

17.80.070 Master sign plans.

Before a sign permit can be issued for any commercial multi-tenant building, a master sign plan shall be developed and approved by the city. Individual buildings on a single site may have separate master sign plans.

A. Required Contents of Master Sign Plans. Master sign plans shall indicate the amount and location of signage allocated to each tenant space. In addition, master sign plans shall specify from the following list of sign types which sign types are permitted on each building:

1. Individual pan-channel sign graphics – internally illuminated;
2. Individual sign graphics – silhouette lighting;
3. Individual cut-out sign graphics – no internal light source (e.g., wood, foam, brass);
4. Cabinet signs;
5. Sandblasted or carved wood signs;
6. Flat wood signs with hand-painted or vinyl graphics;
7. Neon signs;
8. Awning signs;

9. Fabric signs (e.g., banners);

10. Combination signs – signs which incorporate multiple sign types into one single sign in a specified or predetermined fashion (e.g., individual pan-channel sign graphics combined with internally illuminated logo shields or reader lines; cabinet signs with neon mounted to the sign face; wood carved signs combined with metal cut-out sign graphics);

11. Other. The director may approve other sign types which have specific and unique design characteristics which are visually distinct from other sign types described herein (e.g., mosaic signs, concrete formed signs, etc.).

B. Design Limitations. No more than one sign type may be used on any one building, except that up to two sign types plus one combination sign (as described in the above list) are permitted on a single building; provided, that no more than one sign type is used on any single wall plane; and provided, that the separate sign types used on one building have at least two of the following design elements in common with each other:

1. Common colors on the background or text;
2. Common lettering style;
3. Common size (e.g., a specified height common to each sign);
4. Common materials.

C. Sign Structure Color Requirements. Regardless of whether one or three sign types are specified, all sign cabinets, trim caps, returns and all sign supports such as poles and braces shall be of a common color.

D. Approval Process. Sign plans shall be approved through the site plan review process except that existing buildings may have sign plans approved administratively by the director. Owners, or owner's designees, of all existing multi-tenant projects or buildings shall submit a master sign plan prior to issuance of any new sign permits for said buildings. The director may approve a master sign plan prepared by an owner or owner's designee.

E. Amendment Procedures. Master sign plans shall be amended no more than once every five years, except that a plan may be amended more frequently if all signs approved under an existing master sign plan are in conformance, or are brought into conformance, with the provisions of the amended sign plan. (Ord. 788 § 7, 1998).

17.80.080 Sign districts.

Two sign districts are created as defined under GHMC 17.80.030(9). The requirements of this chapter shall be applied to signs in both districts except for the special requirements to be imposed on signs located in each of the two districts. (Ord. 788 § 8, 1998).

17.80.090 Sign standards for Area 1.

In addition to other applicable requirements of this chapter, signs located in Area 1 shall conform to the following:

A. Freestanding Signs.

1. Height Measurement. Freestanding signs shall be measured from the highest point of the sign to the finished grade at the base of the sign support. Finished grade shall be the final grade approved through the site plan review process and shall not be increased for purposes of increasing overall sign height.
2. Height Standards. Freestanding ground signs shall not exceed eight feet in height.
3. Clearance Standards. Freestanding signs which abut the edge of a sidewalk shall have a maximum clearance of 27 inches.
4. Maximum Sign Area. Fifty square feet for a single side or 100 square feet total on all sides, not to exceed 50 square feet on any one side, or one square foot of sign area for every three feet of frontage the sign is located on, whichever is less.
5. Location. Freestanding signs may not be located on public property. The placement of freestanding signs shall be in such a fashion and location as to not obstruct the view of signs of adjacent property owners.
6. Density. One freestanding sign shall be permitted on each street frontage of property on which the business is located. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage, subject to approval by the public works director. Commercial properties with more than 1,000 feet of continuous street frontage and with more than one entrance may install a freestanding sign at each entrance; provided, that no single sign exceeds the maximum sign area described under subsection (A)(4) of this section. Where there is frontage on more than one street, each frontage is treated independently.
7. Landscaping. Freestanding signs must be landscaped around the base of the sign.
 - a. Each sign shall have a landscaped area twice the size of the sign area. The landscaping and sign base shall be protected from vehicles by a six-inch high curb (or equivalent) at least three feet from the sign base.
 - b. Landscaping shall be installed in the planting season closest to the date of the sign permit issuance. Signs installed after the planting season shall be landscaped by no later than the following planting season.
 - c. These requirements may be waived by the director if the sign is located in an area that is part of an approved overall site landscape plan.

B. Wall Mounted Signs.

1. Total Area. Painted or attached signs on any wall shall not exceed three percent of the wall plane the sign is mounted to, except that signage covering up to 10 percent of a wall plane is allowed if the wall plane conforms to all solid/void ratio requirements specified in the city's design manual, and if all on-premises yards on the side of the building the sign faces conform to all landscaping provisions of the city's design manual and of Chapter 17.78 GHMC. In no case may a single sign exceed 100 square feet.

2. Architectural Details. Signs may not cover or obscure important architectural details of a building such as stair railings, turnings, windows, doors, decorative louvers, or similar elements intended to be decorative features of a building design. Signs must appear to be a secondary and complementary feature of the building facade. Wall signs must be located within architectural signs bands or other blank spaces which visually frame the sign. Blank wall sections above or between windows and doors, for example, may provide an effective location for signage. Signs hanging between pillars and archways may also be an effective design solution. However, to avoid a "maxed out" appearance, signs shall be no larger than 70 percent of the width or height of the blank wall space or fascia the sign is mounted to so as to leave reveal on all sides of the sign and to maintain an appropriate balance between the sign and wall. For example, a pillar between a door and window which is 30 inches wide may have a sign which is 21 inches wide.

3. Height Restriction. Wall signs shall not project above roof lines or fascia boards.

C. Window Signs.

1. Illuminated Window Signs. Illuminated window signs shall conform to the total wall sign area standards in subsection (B) of this section and shall conform with all master sign plan requirements in GHMC 17.80.070.

2. Nonilluminated Window Signs. Nonilluminated window signs are allowed in addition to the standards in subsection (B) of this section; provided, that they do not exceed 50 percent of the nominal window size (i.e., the window size as specified by the manufacturer). Additionally, nonilluminated window signs are not required to conform to the design standards of master sign plans.

D. Projecting Signs.

1. Surface Area. Projecting signs are limited to 32 square feet total both sides. Projecting sign area shall be deducted from the allowable wall signage determined under subsection (B)(1) of this section.

2. Clearance Requirements. All projecting signs must be at least eight feet above sidewalks and walkways and 15 feet above vehicular ways.

3. Maximum Projection. Projecting signs shall have a maximum width of three feet with a maximum clearance of six inches from the building wall.

4. Design Restriction. Projecting signs may not be cabinet-type signs and may not be internally illuminated. (Ord. 788 § 9, 1998).

17.80.100 Sign standards for Area 2.

The following sign standards shall apply:

A. Illumination. When illumination is desired in Area 2, the city encourages use of external light sources subject to the provisions of GHMC 17.80.060(G)(1). Internally illumination is permitted on all signs except neighborhood identification signs, subject to the provisions of GHMC 17.80.060(G)(2). Internally illuminated sign graphics are limited to white or ivory colors if the proposed sign is visible from residential property within 200 feet of the parcel the sign is located on.

B. Freestanding Signs.

1. Height Measurement. Freestanding signs shall be measured from the highest point of the sign to the finished grade at the base of the sign support. Finished grade shall be the final grade approved through the site plan review process and shall not be increased for purposes of increasing overall sign height.

2. Height Standards. Freestanding ground signs shall not exceed six feet in height.

3. Clearance Standards. Freestanding signs which abut the edge of a sidewalk shall have a maximum clearance of 27 inches.

4. Maximum Sign Area. Twenty-four square feet for a single side or 48 square feet total on all sides. If a carved or sandblasted wooden sign is used, freestanding signs may be 30 square feet for a single side or 60 square feet total on all sides.

5. Location. Freestanding signs may not be located on public property. The placement of freestanding signs shall be in such a fashion and location as to not obstruct the view of signs of adjacent property owners.

6. Density. Freestanding signs shall be limited to the following number and locations:

a. Commercial. One freestanding sign shall be permitted on each street frontage of property on which the business is located. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage, subject to approval by the public works director.

Commercial properties with more than 1,000 feet of continuous street frontage and with more than one entrance may install a freestanding sign at each entrance; provided, that no single sign

exceeds the maximum sign area described under subsection (B)(4) of this section. Where there is frontage on more than one street, each frontage is treated independently.

b. Residential. One freestanding neighborhood identification sign is permitted at each entrance to a residential neighborhood.

7. Landscaping. Freestanding signs must be landscaped around the base of the sign.

a. Each sign shall have a landscaped area twice the size of the sign area. If a carved or sandblasted wooden sign is used, landscaping may be reduced by 50 percent for all grade level landscaping, or by 75 percent if landscaping is contained in a raised planter around the base of the sign. Raised planters must be at least 18 inches high. Planter and organic materials shall be installed within 30 days of sign installation. The landscaping, sign base or planter shall be protected from vehicles by a six-inch high curb stop or sidewalk edge at least three feet from the planter base.

b. Landscaping shall be installed in the planting season closest to the date of the sign permit issuance. Signs installed after the planting season shall be landscaped by no later than the following planting season.

c. These requirements may be waived if the sign is located in an area that is part of an approved overall site landscape plan.

C. Wall Mounted Signs.

1. Total Sign Area.

a. Allowed Signage per Wall Plane. Total allowed signage in Area 2 shall not exceed three percent of the wall plane the sign is mounted to, except that signage covering up to eight percent of a wall plane is allowed if the wall plane conforms to all solid/void ratio requirements specified in the city's design manual, and if all on-premises yards on the side of the building the sign faces conform to all landscaping provisions of the city's design manual and of Chapter 17.78 GHMC.

b. Individual Sign Size. No single wall sign shall exceed 50 square feet.

c. Increased Size Option. If a carved or sandblasted wooden sign is used, the sign size may be increased by 20 percent of its underlying allowable sign area.

d. Size Restriction. Wall signs must meet the 70 percent space coverage allowances described under the surface coverage requirements in subsection (C)(2) of this section.

2. Architectural Details. Signs may not cover or obscure important architectural details of a building; they should appear to be a secondary and complementary feature of the building facade. Wall signs must be located within architectural signs bands or other blank spaces which visually frame the sign. Blank wall sections above or between windows and doors, for example, may provide an effective location for signage. However, to avoid a "maxed out" appearance, signs

shall be no larger than 70 percent of the width or height of the blank wall space or fascia the sign is mounted to so as to leave reveal on all sides of the sign and to maintain an appropriate balance between the sign and wall. For example, a pillar between a door and window which is 30 inches wide may have a sign which is 21 inches wide.

3. Height Restriction. Wall signs shall not project above roof lines or fascia boards.

D. Window Signs.

1. Illuminated Window Signs. Illuminated window signs shall conform to the total wall sign area standards in subsection (C)(1) of this section and shall conform with all master sign plan requirements in GHMC 17.80.070.

2. Nonilluminated Window Signs. Nonilluminated window signs are allowed in addition to the standards in subsection (C)(1) of this section; provided, that they do not exceed 50 percent of the nominal window size (i.e., the window size as specified by the manufacturer). Additionally, non-illuminated window signs are not required to conform to the design standards of master sign plans.

E. Projecting Signs.

1. Surface Area. Projecting signs in Area 2 are limited to 32 square feet total for both sides. Projecting sign area shall be deducted from the allowable wall signage determined under subsection (C)(1) of this section.

2. Clearance Requirements. All projecting signs must be at least eight feet above sidewalks and walkways and 15 feet above vehicular ways.

3. Maximum Projection. Projecting signs shall have a maximum width of three feet with a maximum clearance of six inches from the building wall.

4. Design Restriction. Projecting signs may not be cabinet-type signs and may not be internally illuminated.

F. Portable Sign. One portable sign per customer building entrance (not to exceed one sign per 30 feet of building frontage) may be permitted subject to the following:

1. Location. Signs shall be located on the premises or directly in front of the sponsoring business at a point not on the right-of-way which is closest to the building entrance. No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.

2. Hours of Display. Signs may be displayed during business hours only.

3. Allowed Height. Maximum height of portable sidewalk signs shall be three feet. All other size requirements of portable signs described in GHMC 17.80.060(H) shall apply.

4. Right-of-Way Permit. In order to place a portable sign in the public right-of-way, the sign owner must comply with the requirements of this chapter as well as the requirements of Chapter 12.02 GHMC, Right-of-Way Use Permits. (Ord. 788 § 10, 1998).

17.80.110 Temporary signs.

Except for business signs described under subsection (A) of this section and balloon signs described under subsection (F) of this section, no permit is required for temporary signs. Temporary signs are not allowed to continually advertise goods, services, political messages or events on a site; permanent signs shall be used for that purpose. Temporary signs located within public right-of-way shall be subject to the requirements of Chapter 12.02 GHMC.

A. Exterior Business Signs. Such signs include grand opening signs, sale signs, promotional signs, quitting business signs, and other nonpermanent exterior signs used by businesses. Exterior business signs shall be limited to 20 square feet in size. No more than one exterior business sign may be displayed at any one time for any one business or tenant. Exterior business signs may be displayed for no more than 60 cumulative days per calendar year. A permit is required for each exterior business sign.

B. Real Estate (On-Premises and Off-Premises Signs).

1. Residential "For Sale", "For Rent" and "Sold" Signs. Such signs shall be limited to one sign per street frontage not to exceed six square feet in sign area per side, placed wholly on the property for sale, and not to exceed a height of six feet. One off-premises "For Sale" or "For Rent" sign no larger than two square feet and no further from the subject house than the nearest arterial street intersection is permitted. No more than one "For Sale" or "For Rent" sign may be used at any street intersection for any one developer, broker, seller or owner. No off-premises "Sold" signs are allowed. All real estate signs shall be removed within five days of the final sale or rental.

If a development or subdivision with more than eight parcels or units has more than 25 percent of the parcels or units for sale at any one time by a single or joint developer, agent, or seller, signage shall be limited to one project identification sign, no larger than 32 square feet, at the subdivision or project entrance with a map showing available lots or units by number. Each lot or unit may have a corresponding number sign not exceeding one square foot.

2. Residential Directional "Open House" Signs. "Open House" signs are permitted only during daylight hours and when the broker/agent or seller is in attendance at the property for sale. No such sign shall exceed six square feet in sign area per side. The sign may be placed along the

periphery of a public right-of-way, provided it does not interfere with traffic safety, but it may not be attached to a utility pole or traffic safety device.

3. Undeveloped Commercial and Industrial Property "For Sale or Rent" Signs. One sign per street frontage advertising undeveloped commercial property for sale or for rent is permitted while the property is actually for rent or sale. The sign shall not exceed 32 square feet in sign area per side and six feet in height.

4. Developed Commercial and Industrial Property "For Sale or Rent" Signs. Such signs shall be limited to one sign per street frontage not to exceed 16 square feet in sign area per side, placed wholly on the property for sale, and not to exceed a height of six feet.

C. Construction Signs. Sign copy shall be limited to information about a building under construction or being remodeled. Maximum duration shall be until construction is completed or one year, whichever is shorter. Maximum area shall be 32 square feet.

D. Campaign/Political Signs. Campaign/political signs may be posted on private property or on the planting strip between the sidewalk and the street, when such planting strip is immediately adjacent to the sign owner's property; provided, that it does not present a safety hazard to pedestrian or vehicular traffic. If related to an event or election, such signs shall be removed within seven days after the event or election. It shall be the responsibility of the property owner, tenant or candidate to remove such signs as required by this section. Maximum sign area shall be 12 square feet. Maximum height shall be six feet.

E. Signs Advertising a Public Event. Maximum duration shall be from one month before the event to five days after the event. Because public events are allowed on a limited time basis and on sites not normally associated with the event, public event signs may be located off-premises within the city right-of-way, subject to the provisions of Chapter 12.02 GHMC, Right-of-Way Use Permits, or within the windows of buildings, subject to the building owner's approval and all other window sign requirements. Signs shall be removed by the promoters of the event, or the city will remove such signs at the promoter's expense.

F. Balloon Signs. Such signs include display of six or more balloons, either individually or as festoons, connected to one or more fixed objects or vehicles. Balloon sizes shall not exceed 18 inches in any dimension. Balloon signs may be displayed for no more than 60 cumulative days per calendar year. A permit is required for each balloon sign display.

G. Temporary window signs conforming to GHMC 17.80.020(E). (Ord. 788 § 11, 1998).

17.80.120 Prohibited signs.

The following signs are prohibited:

- A. Signs which by coloring, shape, wording or location resemble or conflict with traffic-control signs or devices;
- B. Signs which the director of public works determines to be a safety hazard for pedestrian or vehicular traffic. Such signs may be removed if they already exist;
- C. Flashing signs or lights;
- D. Signs or parts of signs which revolve or otherwise have mechanical or motorized motion;
- E. Portable signs exceeding six square feet each side;
- F. Signs attached to or placed on a vehicle or trailer parked on public or private property; provided, however, this provision shall not be construed as prohibiting the identification of a firm or its products on a vehicle operating during the normal course of business. Franchised buses and taxis are exempt from this provision;
- G. Off-premises signs, except as specifically allowed in this chapter;
- H. Any sign affixed to or painted on trees, rocks or other natural features or utility poles;
- I. Roof signs;
- J. Electronic signs;
- K. Signs not meeting the requirements of this section. (Ord. 788 § 12, 1998).

17.80.130 Nonconforming signs.

- A. A sign is legally nonconforming if it is out of conformance with this code, and:
 - 1. The sign was lawfully erected in compliance with the applicable sign ordinance of the city or county which was effective at the time of sign installation, and a valid permit for such sign exists;
 - or
 - 2. The sign was erected prior to January 1, 1992.
- B. A sign must be brought into compliance with the requirements of this code unless it conforms to subsection (A) of this section.
- C. Changes to the sign face and sign graphics may be made to a legally nonconforming sign except that such changes must conform to this code as to colors, sign graphics, materials, and illumination. A permit for such changes must be obtained.
- D. A legal nonconforming sign shall be brought into compliance with this chapter or shall be removed if:
 - 1. The sign is abandoned;
 - 2. The sign is damaged in excess of 50 percent of its replacement value, unless said destruction is the result of vandalism or intentional destruction or removal by someone not authorized by the sign owner;

3. The owner seeks to change the sign structure supporting, holding, or surrounding the sign, other than minor maintenance or repair;
4. The tenant space(s) to which the sign applies is undergoing an expansion or renovation which increases the size of the tenant space floor area or site coverage area by 20 percent or more, unless the sign is brought into conformance under the provisions of subsection (E) of this section;
5. The building to which the sign applies is demolished.

E. An owner of a nonconforming sign may, under the provisions of GHMC 17.80.140, request the design review board (DRB) to approve a design allowance deeming the sign conforming if the DRB makes all findings of fact specified for the following sign types:

1. Signs Attached to Buildings.

- a. The sign is not a dominant feature on a blank wall, but is positioned within architectural features of a building specifically designed and intended for signage, such as parapets, sign bands, or fascias, or is positioned between other architectural features such as doors, windows or projections which provide architectural relief and detailing.
- b. The sign is smaller than the architectural space the sign fits within so as to leave wall reveal around all sides of the sign.
- c. The sign face conforms to all restrictions on background illumination and sign color.
- d. The sign is consistent with the intent and general scope of the sign code and design manual standards.

2. Freestanding Signs.

- a. The sign has design features which reflect design elements of surrounding structures, or the sign is incorporated into a landscaped area with large and mature plantings which provide a backdrop to the sign and which are at least as tall as the sign.
- b. The sign has the characteristics of a monument sign rather than a pole sign (e.g., the base of the sign support where it meets the ground is at least as wide as the sign face).
- c. The sign is consistent with the intent and general scope of the city's sign code and design manual standards. (Ord. 788 § 13, 1998).

17.80.140 Design review board approval.

Those sections of this chapter which require a determination by the design review board shall be processed as a design allowance in accordance with GHMC 17.98.035, and not as a design variance. (Ord. 788 § 14, 1998).

17.80.150 Liability.

This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, building, altering, constructing, or removing any sign for damages to anyone injured or damaged either in person or property by any defect or action therein, nor shall the city, or any agent thereof, be held as assuming such liability by reason of permit or inspection authorized herein or a certificate of inspection issued by the city or any of its agents. (Ord. 788 § 15, 1998).



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *GW*
**SUBJECT: RESOLUTION IN SUPPORT OF ZOO AQUARIUM,
NORTHWEST TREK, AND PARKS BALLOT ISSUE**
DATE: JULY 20, 2000

INFORMATION/BACKGROUND

The public was invited to attend a ballot information session to be held in our area July 13th at the Rosedale Community Center. About 15 people were in attendance. The Zoo Trek Parks committee agreed to send information to the Pierce County cities and towns on the estimated dollar amount each city would receive based upon their per capita population. The State Legislators worked diligently for inclusion of benefit to Pierce County and cities and towns.

REVENUE BENEFIT

If the Zoo Trek ballot issue receives a majority vote at the polls our pro rated share of the 0.1% tax collected would be approximately \$35,000 to be paid as a direct benefit for our city parks.

RECOMMENDATION

I recommend that the City Council passes this resolution in support of the September 19, 2000 measure to fund our regional and local recreational assets, in order to preserve and improve the quality of life we all enjoy.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, URGING THIS BODY TO SUPPORT AND ENDORSE THE BALLOT MEASURE TO FUND, WITH A ONE-TENTH OF ONE PERCENT SALES AND USE TAX, THE ACCREDITED POINT DEFIANCE ZOO & AQUARIUM, NORTHWEST TREK WILDLIFE PARK AND PARKS IN PIERCE COUNTY.

WHEREAS, During the State of Washington 56th Legislature 2000 Regular Session, Engrossed House Bill 3105 was passed and signed by the Governor, which provided for a sales and use tax for accredited zoos, aquariums, wildlife preserves, and parks if approved by a majority of citizens voting on the proposition; and

WHEREAS, Engrossed House Bill 3105 was accomplished through the dedicated bipartisan efforts of the Pierce County Council and Executive, the Tacoma City Council and Mayor, the Board of Park Commissioners and staff of Metro Parks Tacoma, Washington state legislators, and citizens in the State of Washington; and

WHEREAS, In this period of tremendous growth, we must maintain and preserve public parks and open spaces for the enjoyment and recreation of the citizens of Pierce County, while also improving the safety and cleanliness of these spaces; and

WHEREAS, In order for the Northwest Trek Wildlife Park to maintain its standard of excellence in preserving and educating the public about species unique to our own Northwest ecosystem; and

WHEREAS, In order for the Point Defiance Zoo & Aquarium, one of Pierce County's most valuable assets and the second most visited public attraction, to maintain its standard as a world class Pacific Rim zoological institution, continue to provide educational, recreational and conservation opportunities and to keep its national accreditation; and

WHEREAS, a prorated share of the 0.1% tax in the approximate amount of \$35,000 will benefit the parks within the City of Gig Harbor; NOW, THEREFORE,

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

The City Council hereby endorses and supports the September 19th, 2000, measure to fund our regional recreational assets, in order to preserve and improve the quality of life for the benefit of all the citizens of Pierce County.

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

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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

Estimated Revenue and Allocation of 0.1% Sales Tax in Pierce County for Zoos and Parks

Population		4/01/01 - 12/31/01		1/01/02 - 12/31/02		1/01/03 - 12/31/03		1/01/04 - 12/31/04		1/01/05 - 12/31/05	
Size	%	Est. \$\$	Growth	Est. \$\$	Growth	Est. \$\$	Growth	Est. \$\$	Growth	Est. \$\$	Growth

REVENUE:

Sales Tax @ 0.1%	\$ 7,701,200	\$ 9,238,860	\$ 1,537,660 19.97%	\$ 9,700,803	\$ 461,943 5.00%	\$ 10,185,843	\$ 485,040 5.00%	\$ 10,695,135	\$ 509,292 5.00%
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ALLOCATION:

ZOOS: (50% of revenue)

PDZA & NW Trek	\$ 3,850,600	\$ 4,619,430	\$ 768,830	\$ 4,850,402	\$ 230,972	\$ 5,092,922	\$ 242,520	\$ 5,347,568	\$ 254,646
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COUNTY, CITIES & TOWNS: (49.5% of revenue)

Unincorporated Area	311,566	44.5%	\$ 1,696,741	\$ 2,035,521	\$ 338,780	\$ 2,137,297	\$ 101,776	\$ 2,244,162	\$ 106,865	\$ 2,356,370	\$ 112,208
Bonney Lake	10,060	1.4%	\$ 54,785	\$ 65,724	\$ 10,939	\$ 69,010	\$ 3,286	\$ 72,461	\$ 3,451	\$ 76,084	\$ 3,623
Buckley	3,980	0.6%	\$ 21,674	\$ 26,002	\$ 4,328	\$ 27,302	\$ 1,300	\$ 28,667	\$ 1,365	\$ 30,101	\$ 1,433
Carbonado	649	0.1%	\$ 3,534	\$ 4,240	\$ 706	\$ 4,452	\$ 212	\$ 4,675	\$ 223	\$ 4,908	\$ 234
DuPont	1,755	0.3%	\$ 9,557	\$ 11,466	\$ 1,908	\$ 12,039	\$ 573	\$ 12,641	\$ 602	\$ 13,273	\$ 632
Eatonville	1,915	0.3%	\$ 10,429	\$ 12,511	\$ 2,082	\$ 13,137	\$ 626	\$ 13,793	\$ 657	\$ 14,483	\$ 690
Edgewood	10,700	1.5%	\$ 58,271	\$ 69,905	\$ 11,635	\$ 73,400	\$ 3,495	\$ 77,070	\$ 3,670	\$ 80,924	\$ 3,854
Fife	5,155	0.7%	\$ 28,073	\$ 33,679	\$ 5,605	\$ 35,363	\$ 1,684	\$ 37,131	\$ 1,768	\$ 38,987	\$ 1,857
Fircrest	5,935	0.8%	\$ 32,321	\$ 38,775	\$ 6,453	\$ 40,713	\$ 1,939	\$ 42,749	\$ 2,036	\$ 44,886	\$ 2,137
Gig Harbor	6,405	0.9%	\$ 34,881	\$ 41,845	\$ 6,964	\$ 43,937	\$ 2,092	\$ 46,134	\$ 2,197	\$ 48,441	\$ 2,307
Lakewood	63,820	9.1%	\$ 347,554	\$ 416,948	\$ 69,394	\$ 437,796	\$ 20,847	\$ 459,686	\$ 21,890	\$ 482,670	\$ 22,984
Milton (within Pierce Co.)	4,785	0.7%	\$ 26,058	\$ 31,261	\$ 5,203	\$ 32,824	\$ 1,563	\$ 34,466	\$ 1,641	\$ 36,189	\$ 1,723
Orting	3,825	0.5%	\$ 20,830	\$ 24,989	\$ 4,159	\$ 26,239	\$ 1,249	\$ 27,551	\$ 1,312	\$ 28,928	\$ 1,378
Pacific (within Pierce Co.)	195	0.0%	\$ 1,062	\$ 1,274	\$ 212	\$ 1,338	\$ 64	\$ 1,405	\$ 67	\$ 1,475	\$ 70
Puyallup	30,740	4.4%	\$ 167,405	\$ 200,830	\$ 33,425	\$ 210,872	\$ 10,042	\$ 221,415	\$ 10,544	\$ 232,486	\$ 11,071
Roy	370	0.1%	\$ 2,015	\$ 2,417	\$ 402	\$ 2,538	\$ 121	\$ 2,665	\$ 127	\$ 2,798	\$ 133
Ruston	745	0.1%	\$ 4,057	\$ 4,867	\$ 810	\$ 5,111	\$ 243	\$ 5,366	\$ 256	\$ 5,634	\$ 268
South Prairie	485	0.1%	\$ 2,641	\$ 3,169	\$ 527	\$ 3,327	\$ 158	\$ 3,493	\$ 166	\$ 3,668	\$ 175
Stellacoom	6,240	0.9%	\$ 33,982	\$ 40,767	\$ 6,785	\$ 42,805	\$ 2,038	\$ 44,946	\$ 2,140	\$ 47,193	\$ 2,247
Sumner	8,495	1.2%	\$ 46,262	\$ 55,499	\$ 9,237	\$ 58,274	\$ 2,775	\$ 61,188	\$ 2,914	\$ 64,248	\$ 3,059
Tacoma (see Metro Parks)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
University Place	29,550	4.2%	\$ 160,925	\$ 193,056	\$ 32,131	\$ 202,709	\$ 9,653	\$ 212,844	\$ 10,135	\$ 223,486	\$ 10,642
<u>Wilkesson</u>	<u>430</u>	<u>0.1%</u>	<u>\$ 2,342</u>	<u>\$ 2,809</u>	<u>\$ 468</u>	<u>\$ 2,950</u>	<u>\$ 140</u>	<u>\$ 3,097</u>	<u>\$ 147</u>	<u>\$ 3,252</u>	<u>\$ 155</u>
Sub-Total:	507,800	72.5%	\$ 2,765,402	\$ 3,317,556	\$ 552,154	\$ 3,483,434	\$ 165,878	\$ 3,657,605	\$ 174,172	\$ 3,840,486	\$ 182,880
Metro Parks	192,200	27.5%	\$ 1,046,692	\$ 1,255,680	\$ 208,988	\$ 1,318,464	\$ 62,784	\$ 1,384,387	\$ 65,923	\$ 1,453,606	\$ 69,219
Total County/Cities/Towns:	700,000	100%	\$ 3,812,094	\$ 4,573,236	\$ 761,142	\$ 4,801,897	\$ 228,662	\$ 5,041,992	\$ 240,095	\$ 5,294,092	\$ 252,100

CTED: (0.5% of revenue)

Community Based Housing	\$ 38,506	\$ 46,194	\$ 7,688	\$ 48,504	\$ 2,310	\$ 50,929	\$ 2,425	\$ 53,476	\$ 2,546
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NOTES:

- 1 Population numbers from Tacoma-Pierce County EDB. No adjustment made for population growth/decrease over the funding period shown - calculation based on population % remaining constant.
- 2 Revenue growth percentage is the same as used in the Revised Fiscal Note for HB 1547 prepared by the Washington State Department of Revenue.

Estimated Revenue and Allocation of 0.1% Sales Tax in Pierce County for Zoos and Parks

1/01/06 - 12/31/06		1/01/07 - 12/31/07		1/01/08 - 12/31/08		1/01/08 - 12/31/08		1/01/09 - 12/31/09		4/01/01 - 12/31/09 - Total	
Est. \$\$	Growth	Est. \$\$	Growth	Est. \$\$	Growth	Est. \$\$	Growth	Est. \$\$	Growth	Est. \$\$	

REVENUE:

Sales Tax @ 0.1%	\$ 11,229,892	\$ 534,757	5.00%	\$ 11,791,387	\$ 561,495	5.00%	\$ 12,380,956	\$ 589,569	5.00%	\$ 13,000,004	\$ 619,048	5.00%	\$ 13,650,004	\$ 650,000	5.00%	\$ 109,574,084
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ALLOCATION:

ZOOS: (50% of revenue)

PDZA & NW Trek	\$ 5,614,946	\$ 267,378	\$ 5,895,693	\$ 280,747	\$ 6,190,478	\$ 294,785	\$ 6,500,002	\$ 309,524	\$ 6,825,002	\$ 325,000	\$ 54,787,042
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COUNTY, CITIES & TOWNS: (49.5% of revenue)

Unincorporated Area	\$ 2,474,189	\$ 117,819	\$ 2,597,898	\$ 123,709	\$ 2,727,793	\$ 129,895	\$ 2,864,183	\$ 136,390	\$ 3,007,392	\$ 143,209	\$ 24,141,545
Bonney Lake	\$ 79,888	\$ 3,804	\$ 83,882	\$ 3,994	\$ 88,076	\$ 4,194	\$ 92,480	\$ 4,404	\$ 97,104	\$ 4,624	\$ 779,494
Buckley	\$ 31,606	\$ 1,505	\$ 33,186	\$ 1,580	\$ 34,845	\$ 1,659	\$ 36,588	\$ 1,742	\$ 38,417	\$ 1,829	\$ 308,388
Carbanado	\$ 5,154	\$ 245	\$ 5,411	\$ 258	\$ 5,682	\$ 271	\$ 5,966	\$ 284	\$ 6,264	\$ 298	\$ 50,287
DuPont	\$ 13,937	\$ 664	\$ 14,634	\$ 697	\$ 15,365	\$ 732	\$ 16,133	\$ 768	\$ 16,940	\$ 807	\$ 135,985
Eatonville	\$ 15,207	\$ 724	\$ 15,968	\$ 760	\$ 16,766	\$ 798	\$ 17,604	\$ 838	\$ 18,485	\$ 880	\$ 148,383
Edgewood	\$ 84,970	\$ 4,046	\$ 89,219	\$ 4,249	\$ 93,680	\$ 4,461	\$ 98,364	\$ 4,684	\$ 103,282	\$ 4,918	\$ 829,084
Fife	\$ 40,937	\$ 1,949	\$ 42,983	\$ 2,047	\$ 45,133	\$ 2,149	\$ 47,389	\$ 2,257	\$ 49,759	\$ 2,369	\$ 399,433
Fircrest	\$ 47,131	\$ 2,244	\$ 49,487	\$ 2,357	\$ 51,962	\$ 2,474	\$ 54,560	\$ 2,598	\$ 57,288	\$ 2,728	\$ 459,871
Gig Harbor	\$ 50,863	\$ 2,422	\$ 53,406	\$ 2,543	\$ 56,076	\$ 2,670	\$ 58,880	\$ 2,804	\$ 61,824	\$ 2,944	\$ 496,288
Lakewood	\$ 506,803	\$ 24,133	\$ 532,144	\$ 25,340	\$ 558,751	\$ 26,607	\$ 586,688	\$ 27,938	\$ 616,023	\$ 29,334	\$ 4,945,063
Milton (within Pierce Co.)	\$ 37,998	\$ 1,809	\$ 39,898	\$ 1,900	\$ 41,893	\$ 1,995	\$ 43,988	\$ 2,095	\$ 46,187	\$ 2,199	\$ 370,763
Orting	\$ 30,375	\$ 1,446	\$ 31,894	\$ 1,519	\$ 33,488	\$ 1,595	\$ 35,163	\$ 1,674	\$ 36,921	\$ 1,758	\$ 296,378
Pacific (within Pierce Co.)	\$ 1,549	\$ 74	\$ 1,626	\$ 77	\$ 1,707	\$ 81	\$ 1,793	\$ 85	\$ 1,882	\$ 90	\$ 15,109
Puyallup	\$ 244,111	\$ 11,624	\$ 256,316	\$ 12,206	\$ 269,132	\$ 12,816	\$ 282,589	\$ 13,457	\$ 296,718	\$ 14,129	\$ 2,381,874
Roy	\$ 2,938	\$ 140	\$ 3,085	\$ 147	\$ 3,239	\$ 154	\$ 3,401	\$ 162	\$ 3,571	\$ 170	\$ 28,669
Ruston	\$ 5,916	\$ 282	\$ 6,212	\$ 296	\$ 6,523	\$ 311	\$ 6,849	\$ 326	\$ 7,191	\$ 342	\$ 57,726
South Prairie	\$ 3,851	\$ 183	\$ 4,044	\$ 193	\$ 4,246	\$ 202	\$ 4,459	\$ 212	\$ 4,681	\$ 223	\$ 37,580
Steilacoom	\$ 49,553	\$ 2,360	\$ 52,030	\$ 2,478	\$ 54,632	\$ 2,602	\$ 57,363	\$ 2,732	\$ 60,232	\$ 2,868	\$ 483,503
Sumner	\$ 67,460	\$ 3,212	\$ 70,833	\$ 3,373	\$ 74,375	\$ 3,542	\$ 78,093	\$ 3,719	\$ 81,998	\$ 3,905	\$ 658,231
Tacoma (see Metro Parks)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
University Place	\$ 234,661	\$ 11,174	\$ 246,394	\$ 11,733	\$ 258,713	\$ 12,320	\$ 271,649	\$ 12,936	\$ 285,231	\$ 13,582	\$ 2,289,668
Wilkesson	\$ 3,415	\$ 163	\$ 3,585	\$ 171	\$ 3,765	\$ 179	\$ 3,953	\$ 188	\$ 4,151	\$ 198	\$ 33,318
Sub-Total:	\$ 4,032,510	\$ 192,024	\$ 4,234,135	\$ 201,625	\$ 4,445,842	\$ 211,707	\$ 4,668,134	\$ 222,292	\$ 4,901,541	\$ 233,407	\$ 39,346,645
Metro Parks	\$ 1,526,287	\$ 72,680	\$ 1,602,601	\$ 76,314	\$ 1,682,731	\$ 80,130	\$ 1,766,868	\$ 84,137	\$ 1,855,211	\$ 88,343	\$ 14,892,527
Total County/Cities/Towns:	\$ 5,558,797	\$ 264,705	\$ 5,836,736	\$ 277,940	\$ 6,128,573	\$ 291,837	\$ 6,435,002	\$ 306,429	\$ 6,756,752	\$ 321,750	\$ 54,239,172
CTED: (0.5% of revenue)											
Community Based Housing	\$ 56,149	\$ 2,674	\$ 58,957	\$ 2,807	\$ 61,905	\$ 2,948	\$ 65,000	\$ 3,095	\$ 68,250	\$ 3,250	\$ 547,870

NOTES:

- 1 Population numbers from Tacoma-Pierce County EDB. No adjustment made for population growth/decrease over the funding period shown - calculation based on population % remaining constant.
- 2 Revenue growth percentage is the same as used in the Revised Fiscal Note for HB 1547 prepared by the Washington State Department of Revenue.



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: JUNE INFORMATION FROM PD
DATE: JULY 18, 2000

The June 2000 activity statistics are attached for your review.

The Reserves contributed 122.5 hours in June. This was divided between patrol, training, Maritime Gig events and the skate park.

The Marine Services Unit worked 70 hours in June. This was split between patrol hours (59.5), administrative duties (2.5 hours) and maintenance time (8 hours). The unit responded to 9 dispatched calls, performed 10 safety inspections, issued 1 citation, provided 1 boater assist, and responded to one search/rescue detail.

Five officers worked a total of 82.5 hours of bicycle patrol in June. In addition to patrol in business and residential areas, the bikes were present at the skate park and also assisted in the Maritime Gig parade.



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

June 2000

	<u>JUNE</u> <u>2000</u>	<u>YTD</u> <u>2000</u>	<u>YTD</u> <u>1999</u>	<u>% chg to</u>
CALLS FOR SERVICE	485	2491	2392	+ 4
CRIMINAL TRAFFIC	2	90	131	- 31
TRAFFIC INFRACTIONS	44	422	521	- 19
DUI ARRESTS	1	36	60	- 40
FELONY ARRESTS	5	45	29	+ 55
MISDEMEANOR ARRESTS	14	135	80	+ 68
WARRANT ARRESTS	4	33	58	- 43
CASE REPORTS	115	679	677	+ 0.2
REPORTABLE VEHICLE ACCIDENTS	17	116	77	+ 50



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR *DR*
DATE: JULY 17, 2000
SUBJECT: QUARTERLY FINANCE REPORT

The quarterly financial reports for the second quarter of 2000 are attached.

Total resources, including all revenues and beginning fund balances, are at 58% of the annual budget. Revenues, excluding beginning fund balances, are at 34% of the annual budget. Expenditures (including ending fund balances) are at 21%.

General Fund revenues (excluding beginning fund balance) are at 57% of budget. Tax receipts are slightly ahead of pace at 55%, with sales and property taxes being at 54 and 53% respectively. Licenses and permits and charges for services are at 61 and 99% of their respective budgets. Court revenues are nearly 49% of budget and intergovernmental revenues are 103% due to receipt of the IAC Skateboard Park grant in 2000 rather than 1999 as budgeted.

General Fund expenditures are at 44% of budget. Legal fees are at 63% of budget through June. With the exception of the Parks, all General Fund departments have expended less than 50% of their 2000 appropriations. Parks and Recreation is at 61% of budget because the Skateboard Park had been planned for Fall 1999 rather than Spring 2000. Subsequent to passage of the 2000 budget the project was deferred to 2000.

Street revenues are at 9% and expenditures 11% of budget. This is because most of the Street Fund budgeted revenues are grants and inter-fund transfers. These revenues will not be received until related project expenditures are incurred. Operations and maintenance expenditures for the Street Fund are at 33% of budget.

Water, Sewer and Storm Sewer revenues are 37, 48 and 52% of budget, while expenditures for these three funds are at 35, 36 and 21% of budget through June.

At this time cash balances are adequate in all funds. The major portion (89%) of the City's investments are in the State Treasurer's pool.

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2000**

	SPECIAL REVENUE FUNDS								TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	605 LIGHTHOUSE MAINTENANCE	
CASH	\$116,108	\$58,512	\$631	\$5,831	\$77,706	\$8,918	\$29,517	\$87	\$181,203
INVESTMENTS	1,870,277	90,224	11,769	108,711	1,748,659	166,248	550,288	1,628	2,677,527
RECEIVABLES	39,437	27,649	-	-	-	-	-	-	27,649
FIXED ASSETS	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,025,822	176,385	12,400	114,542	1,826,365	175,165	579,805	1,715	2,886,379
LIABILITIES									
CURRENT	8,906	3,000	-	-	-	-	-	-	3,000
LONG TERM	18,762	18,762	-	-	-	-	-	-	18,762
TOTAL LIABILITIES	27,669	21,762	-	-	-	-	-	-	21,762
FUND BALANCE:									
BEGINNING OF YEAR	2,001,507	217,912	14,799	151,185	1,571,812	130,034	505,316	1,667	2,592,724
Y-T-D REVENUES	2,409,235	588,936	2,675	69,860	299,683	63,425	74,489	48	1,099,116
Y-T-D EXPENDITURES	(2,412,588)	(652,225)	(5,074)	(106,503)	(45,129)	(18,293)	-	-	(827,224)
ENDING FUND BALANCE	1,998,154	154,623	12,400	114,542	1,826,365	175,165	579,805	1,715	2,864,616
TOTAL LIAB. & FUND BAL.	\$2,025,822	\$176,385	\$12,400	\$114,542	\$1,826,365	\$175,165	\$579,805	\$1,715	\$2,886,379

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2000**

DEBT SERVICE

	203	208	TOTAL
	87 GO BONDS SEWER CONST	91 GO BONDS SOUNDVIEW DR	DEBT SERVICE
CASH	\$11,925	\$13,797	\$25,722
INVESTMENTS	222,318	257,210	479,529
RECEIVABLES	5,469	-	5,469
FIXED ASSETS	-	-	-
OTHER	-	-	-
TOTAL ASSETS	239,713	271,007	510,720
LIABILITIES			
CURRENT	-	-	-
LONG TERM	3,711	-	3,711
TOTAL LIABILITIES	3,711	-	3,711
FUND BALANCE:			
BEGINNING OF YEAR	229,213	25,287	254,501
Y-T-D REVENUES	15,466	282,222	297,688
Y-T-D EXPENDITURES	(8,678)	(36,503)	(45,180)
ENDING FUND BALANCE	236,001	271,007	507,008
TOTAL LIAB. & FUND BAL.	\$239,713	\$271,007	\$510,720

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2000**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$9,528	\$16,900	\$3,861	\$15,228	\$16,319	\$10,476	\$25,331	\$97,644
INVESTMENTS	175,766	313,203	571,988	283,896	304,228	195,308	467,454	2,311,845
RECEIVABLES	75,469	138,827	9,195	1,460,024	370	99,965	-	1,783,851
FIXED ASSETS	1,946,052	8,936,083	-	-	169,811	586,103	198,331	11,836,379
OTHER	-	-	-	7,443	-	-	-	7,443
TOTAL ASSETS	2,206,815	9,405,013	585,044	1,766,592	490,728	891,853	691,116	16,037,161
LIABILITIES								
CURRENT	250	723,333	-	390,834	-	-	-	1,114,417
LONG TERM	36,555	15,044	-	2,012,973	-	13,251	-	2,077,823
TOTAL LIABILITIES	36,805	738,377	-	2,403,806	-	13,251	-	3,192,240
FUND BALANCE:								
BEGINNING OF YEAR	2,215,658	8,624,683	567,953	(550,539)	544,249	779,682	886,630	13,068,315
Y-T-D REVENUES	293,359	498,548	17,091	5,072	40,287	215,508	35,183	1,105,048
Y-T-D EXPENDITURES	(339,006)	(456,595)	-	(91,748)	(93,808)	(116,588)	(230,696)	(1,328,442)
ENDING FUND BALANCE	2,170,010	8,666,635	585,044	(637,215)	490,728	878,601	691,116	12,844,921
TOTAL LIAB. & FUND BAL.	\$2,206,815	\$9,405,013	\$585,044	\$1,766,592	\$490,728	\$891,853	\$691,116	\$16,037,161

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2000**

	FIDUCIARY			ACCOUNT GROUPS		
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS		
CASH	-	-	-	-		
INVESTMENTS	-	-	-	-		
RECEIVABLES	-	-	-	-		
FIXED ASSETS	-	8,907,739	-	8,907,739		
OTHER	-	-	2,083,311	2,083,311		
TOTAL ASSETS	-	8,907,739	2,083,311	10,991,050		
LIABILITIES						
CURRENT	-	-	-	-		
LONG TERM	-	-	2,083,311	2,083,311		
TOTAL LIABILITIES	-	-	2,083,311	2,083,311		
FUND BALANCE:						
BEGINNING OF YEAR	-	8,907,739	-	8,907,739		
Y-T-D REVENUES	36,589	-	-	-		
Y-T-D EXPENDITURES	(36,589)	-	-	-		
ENDING FUND BALANCE	-	8,907,739	-	8,907,739		
TOTAL LIAB. & FUND BAL.	-	\$8,907,739	\$2,083,311	\$10,991,050		

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF JUNE 30, 2000**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
ASSETS								
CASH	\$116,108	\$181,203	\$25,722	\$323,033	\$97,644	-	-	\$420,676
INVESTMENTS	1,870,277	2,677,527	479,529	5,027,333	2,311,845	-	-	7,339,177
RECEIVABLES	39,437	27,649	5,469	72,555	1,783,851	-	-	1,856,406
FIXED ASSETS	-	-	-	-	11,836,379	-	8,907,739	20,744,119
OTHER	-	-	-	-	7,443	-	2,083,311	2,090,753
TOTAL ASSETS	2,025,822	2,886,379	510,720	5,422,920	16,037,161	-	10,991,050	32,451,132
LIABILITIES								
CURRENT	8,906	3,000	-	11,906	1,114,417	-	-	1,126,323
LONG TERM	18,762	18,762	3,711	41,236	2,077,823	-	2,083,311	4,202,369
TOTAL LIABILITIES	27,669	21,762	3,711	53,142	3,192,240	-	2,083,311	5,328,692
FUND BALANCE:								
BEGINNING OF YEAR	2,001,507	2,592,724	254,501	4,848,732	13,068,315	-	8,907,739	26,824,786
Y-T-D REVENUES	2,409,235	1,099,116	297,688	3,806,038	1,105,048	36,589	-	4,947,675
Y-T-D EXPENDITURES	(2,412,588)	(827,224)	(45,180)	(3,284,991)	(1,328,442)	(36,589)	-	(4,650,022)
ENDING FUND BALANCE	1,998,154	2,864,616	507,008	5,369,779	12,844,921	-	8,907,739	27,122,439
TOTAL LIAB. & FUND BAL.	\$2,025,822	\$2,886,379	\$510,720	\$5,422,920	\$16,035,611	-	\$10,991,050	\$32,449,581

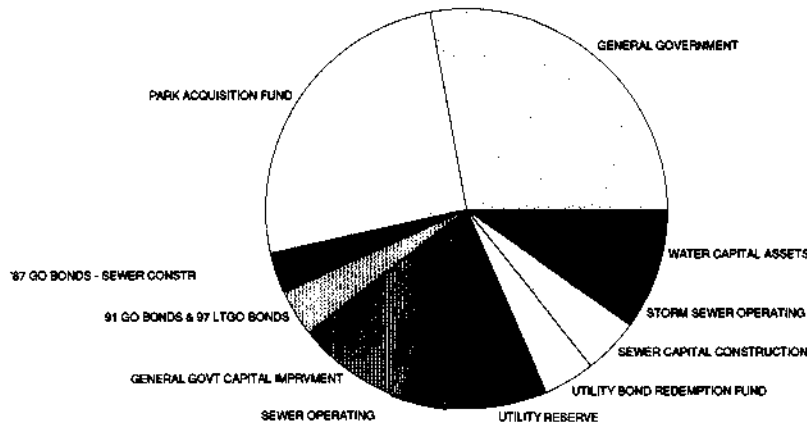
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF JUNE 30, 2000**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$2,085,706	\$2,409,235	\$2,412,588	(\$95,968)	\$1,986,385
101	STREET FUND	279,334	538,501	652,225	(16,873)	148,737
105	DRUG INVESTIGATION FUND	15,174	2,675	5,074	(375)	12,400
107	HOTEL-MOTEL FUND	151,185	69,860	106,503	-	114,542
109	PARK ACQUISITION FUND	1,573,492	299,683	45,129	(1,680)	1,826,365
203	'87 GO BONDS - SEWER CONSTR	227,521	15,466	8,678	(65)	234,244
208	91 GO BONDS & 97 LTGO BONDS	25,430	282,222	36,503	(143)	271,007
301	GENERAL GOVT CAPITAL ASSETS	130,034	63,425	18,293	-	175,165
305	GENERAL GOVT CAPITAL IMPRVMENT	505,316	74,489	-	-	579,805
401	WATER OPERATING	242,086	293,359	339,006	(11,145)	185,294
402	SEWER OPERATING	325,808	498,548	456,595	(37,657)	330,103
407	UTILITY RESERVE	558,759	17,091	-	-	575,849
408	UTILITY BOND REDEMPTION FUND	320,607	70,265	91,748	-	299,125
410	SEWER CAPITAL CONSTRUCTION	606,502	40,287	93,808	(232,435)	320,547
411	STORM SEWER OPERATING	109,816	215,508	116,588	(2,951)	205,785
420	WATER CAPITAL ASSETS	690,146	35,183	230,696	(1,848)	492,785
605	LIGHTHOUSE MAINTENANCE TRUST	1,667	48	-	-	1,715
631	MUNICIPAL COURT	7,057	36,589	36,589	(7,057)	0
801	CLEARING CLAIMS	-	-	-	-	-
		<u>\$7,855,640</u>	<u>\$4,962,434</u>	<u>\$4,650,022</u>	<u>(\$408,197)</u>	<u>\$7,759,854</u>

**COMPOSITION OF CASH AND INVESTMENTS
AS OF JUNE 30, 2000**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$300
CASH IN BANK		1.490%	345,397
RESTRICTED CASH		1.490%	74,979
LOCAL GOVERNMENT INVESTMENT POOL		6.379%	6,439,177
FEDERAL HOME LOAN BANK	11/26/2002	5.755%	100,000
FEDERAL HOME LOAN BANK	09/10/2003	6.060%	300,000
FEDERAL HOME LOAN MTG CORP CPN	03/08/2004	6.300%	300,000
FEDERAL NATL MTG ASSN MED TERM NOTE	03/12/2004	6.000%	200,000
			<u>\$7,759,854</u>

Ending Cash Balances By Fund

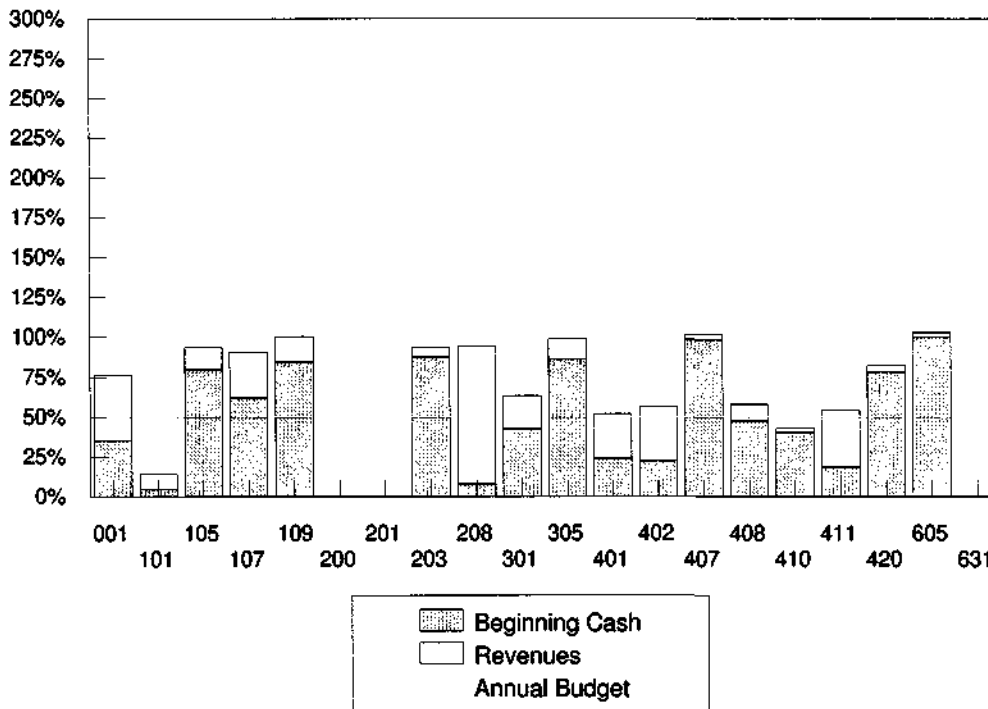


Smaller balances are excluded from chart

**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING JUNE 30, 2000**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$5,898,579	\$4,494,941	\$1,403,638	76.20%
101	STREET FUND	5,766,002	817,835	4,948,167	14.18%
105	DRUG INVESTIGATION FUND	19,020	17,849	1,171	93.84%
107	HOTEL-MOTEL FUND	243,450	221,045	22,405	90.80%
109	PARK ACQUISITION FUND	1,869,288	1,873,175	(3,887)	100.21%
203	'87 GO BONDS - SEWER CONSTR	260,072	242,986	17,086	93.43%
208	91 GO BONDS & 97 LTGO BONDS	326,108	307,652	18,456	94.34%
301	GENERAL GOVT CAPITAL ASSETS	306,370	193,459	112,911	63.15%
305	GENERAL GOVT CAPITAL IMPROVEMENT	586,739	579,805	6,934	98.82%
401	WATER OPERATING	1,031,409	535,445	495,964	51.91%
402	SEWER OPERATING	1,462,315	824,356	637,959	56.37%
407	UTILITY RESERVE	568,495	575,849	(7,354)	101.29%
408	UTILITY BOND REDEMPTION FUND	675,074	390,872	284,202	57.90%
410	SEWER CAPITAL CONSTRUCTION	1,507,398	646,790	860,608	42.91%
411	STORM SEWER OPERATING	599,664	325,324	274,340	54.25%
420	WATER CAPITAL ASSETS	882,934	725,330	157,604	82.15%
605	LIGHTHOUSE MAINTENANCE TRUST	1,670	1,715	(45)	102.70%
631	MUNICIPAL COURT	-	43,646	(43,646)	NA
		\$22,004,587	\$12,818,074	\$9,186,513	58.25%

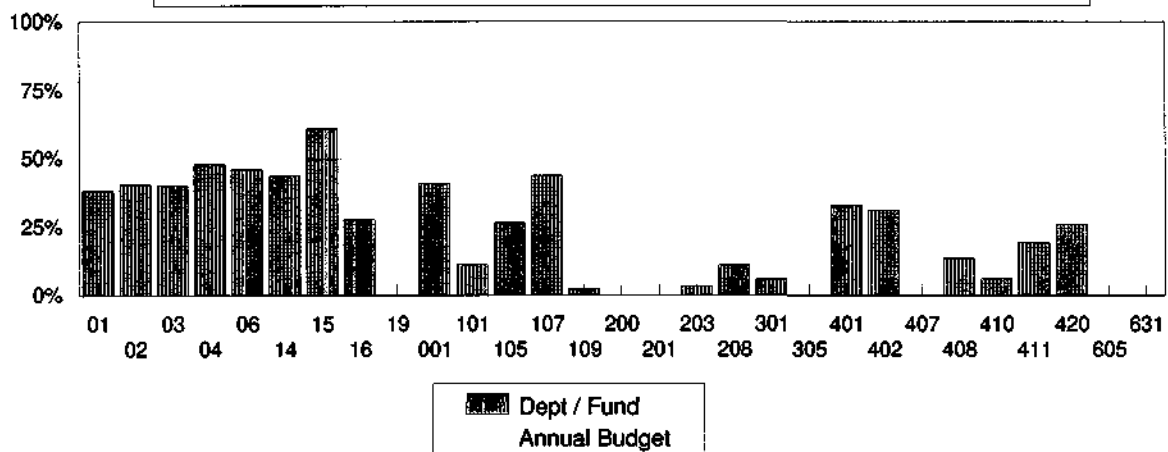
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING JUNE 30, 2000**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$1,784,100	\$682,200	\$1,101,900	38.24%
02	LEGISLATIVE	29,750	12,054	17,696	40.52%
03	MUNICIPAL COURT	292,250	117,261	174,989	40.12%
04	ADMINISTRATIVE/FINANCIAL	697,865	335,269	362,596	48.04%
06	POLICE	1,421,480	654,301	767,179	46.03%
14	COMMUNITY DEVELOPMENT	578,982	253,297	325,685	43.75%
15	PARKS AND RECREATION	536,700	327,210	209,490	60.97%
16	BUILDING	111,400	30,995	80,405	27.82%
19	ENDING FUND BALANCE	446,052	-	446,052	-
001	TOTAL GENERAL FUND	5,898,579	2,412,588	3,485,991	40.90%
101	STREET FUND	5,766,002	652,225	5,113,777	11.31%
105	DRUG INVESTIGATION FUND	19,020	5,074	13,946	26.68%
107	HOTEL-MOTEL FUND	243,450	106,503	136,947	43.75%
109	PARK ACQUISITION FUND	1,869,288	45,129	1,824,159	2.41%
203	'87 GO BONDS - SEWER CONSTR	260,072	8,678	251,395	3.34%
208	91 GO BONDS & 97 LTGO BONDS	326,108	36,503	289,606	11.19%
301	GENERAL GOVT CAPITAL ASSETS	306,370	18,293	288,077	5.97%
305	GENERAL GOVT CAPITAL IMPROVEME	586,739	-	586,739	-
401	WATER OPERATING	1,031,409	339,006	692,403	32.87%
402	SEWER OPERATING	1,462,315	456,595	1,005,720	31.22%
407	UTILITY RESERVE	568,495	-	568,495	-
408	UTILITY BOND REDEMPTION FUND	675,074	91,748	583,326	13.59%
410	SEWER CAPITAL CONSTRUCTION	1,507,398	93,808	1,413,590	6.22%
411	STORM SEWER OPERATING	599,664	116,588	483,076	19.44%
420	WATER CAPITAL ASSETS	882,934	230,696	652,238	26.13%
605	LIGHTHOUSE MAINTENANCE TRUST	1,670	-	1,670	-
631	MUNICIPAL COURT	-	36,589	(36,589)	NA
		\$22,004,587	\$4,650,022	\$17,354,565	21.13%

Expenditures as a Percentage of Annual Budget



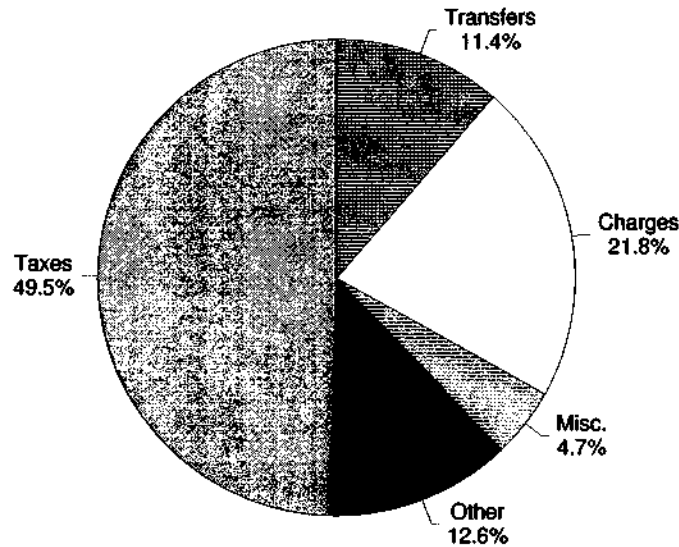
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING JUNE 30, 2000**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$2,457,186
Licenses and Permits	124,326
Intergovernmental	356,271
Charges for Services	1,080,630
Fines and Forfeits	46,588
Miscellaneous	235,620
Non-Revenues	97,206
Transfers and Other Sources of Funds	564,607
Total Revenues	<u>4,962,434</u>
Beginning Cash Balance	7,855,640
Total Resources	<u>\$12,818,074</u>

**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING JUNE 30, 2000**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$1,377,466
Personnel Benefits	329,708
Supplies	164,009
Services and Other Charges	723,226
Intergovernmental Services and Charges	35,844
Capital Expenditures	1,209,750
Principal Portions of Debt Payments	30,518
Interest Expense	106,409
Transfers and Other Uses of Funds	673,091
Total Expenditures	<u>4,650,022</u>
Ending Cash Balance	7,759,854
Total Uses	<u>\$12,409,876</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds

