

GIG HARBOR CITY COUNCIL MEETING



July 28, 1997

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
July 28, 1997 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

SPECIAL PRESENTATION: Welcome to the Home Stay Students from Takuma, Japan.

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

1. Puget Sound Water Quality Action Team. (Note: The Water Quality Work Plan arrived 7/23. It will be located in the gold basket in the mail room.)
2. WFOA - 1997 Distinguished Budget Award.

OLD BUSINESS:

1. Second Reading - Ordinance Adopting Findings and Facts for a Continued Imposition of the Six-Month Sewer Moratorium.

NEW BUSINESS:

1. Skateboard Park Resolution - IAC.
2. Feasibility Study for North-South Connector - Consultant Services Agreement.
3. Resolution - Community Plan Update.
4. Contract for Pre-Qualified Jurors.
5. Waterfront Compliance.
6. Agreement for State Administration of Sales Tax.
7. Liquor License Renewals - Captain's Terrace, Emerald Star, Hunan Garden, Kinza Teriyaki, The Captain's Keep, and The Green Turtle.

MAYOR'S REPORT: Pierce County Watershed Study.

COUNCIL COMMENTS:

STAFF REPORTS:

1. Quarterly Finance Report - Tom Enlow, Finance Director.

ANNOUNCEMENTS OF OTHER MEETINGS:

1. Council Workshop - July 25th, Murphy's Landing 12:00 to 5:00.
2. Third of the Three Part Series on Boats / Marinas - Potential Water Pollutants - July 31st - Gig Harbor City Hall - 6:30 p.m.

APPROVAL OF BILLS:

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

ADJOURN:

February 7, 1997

Dear Sir

Spring seems to be almost here in Japan. It is still cold, but we are expecting warm weather very soon.

It is my pleasure to get to know you.

Just recently, our town's ex-mayor, Kohich Matsuda told us about the city of Gig Harbor.

I would like to take this opportunity to get to know one of the elementary schools in your city, and begin culture exchange. I am enclosing some information about Matsuzaki Elementary School for you.

Matsuzaki Elementary School was nominated to be the School of International Study by the state in 1988. Since then, we have been emphasizing international awareness and participating in culture exchanges.

Our teachers have been helping our students get some broad insight about the world and trying to help them understand the world outside of their country and become part of the world.

Currently we are doing culture exchange with students from south-east Asia who are studying at National Technical High School of Electronics in Takuma. We also had some visitors from Maryland in the United State to observe the Educational Study program. International culture study and exchange have become important part of this school.

These kind of projects have been giving our students a great pleasure.

Since 1992, this elementary school has been doing team-teaching in open space classroom. You can see this open class room in the enclosed pamphlet. We, all the teachers, have been trying hard to teach our students according to their individual needs and abilities.

Briefly this is how our elementary school operates. I would be very grateful if we could hear from one of your elementary schools in your city.

I will be contacting you later by phone or fax. Thank you for your cooperation.

Sincerely yours,

Michio Iwakura
Principal
Matsuzaki Elementary School
Takuma-Town

拝啓

日本では立春の候とまうました。まだ寒と厳しいのですが、次第に暖かくなるのではないかと期待しています。

はじめまして。

この度は、詫間町前町長 松田幸一様からギクンバー市の紹介をいただきました。折角の機会ですので、私どもの松崎小学校と貴町の小学校の交流かできればと思いい資料も送らせていただきます。

松崎小学校は一九八六年より国際理解教育の指定県を受け研究を始め、実践を続けている学校です。

私ども教師は、今の時代の子供たちに国際感覚を身につけさせ、国際的視野でものを見る力を身につかせたいと考文、今年で九年目を迎えています。

現在は、詫間町にあります国立詫間電波高専専門学校へ来ている東南アジアからの留学生さんとの交流が中心となっています。他には、アメリカ合衆国メリーランド州から来られる教育視察団も受け入れ、貴重な交流の場となっています。

子供たちはこのような場を楽しみにして、楽しいひとときを過ごしています。

その他、本校では別添資料にもありません。また、オカン
スペースをもつ教室となり、一九九二年から加配教員
が配置され、ティム・ティーチングを日常的に進めています。
私も教師は今まで以上に子供たちひとりひとりの能力や
適性に合った指導をしようとする努力をしています。

以上、本校の概略について説明させていただきましたが、
ご理解をいただき、ご紹介くだされば有難く思います。
また、電話やFAX等で連絡をとらせていただきます。
のでその節はよろしく願います。

敬具

平成九年二月七日

詫間町立松崎小学校長

岩倉道夫

タマル フミコ 様

Mr. Michio Iwakura
Principal Matsuzaki Elementary
School of Takuma-Town
22, Ooaza Matsuzaki, Takuma-cho,
Itoyo-gun, Kagawa-ken, JAPAN
TEL 0875-83-2856 FAX 0875-83-2857

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JULY 14, 1997

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

PUBLIC COMMENT:

Dave Taggart 3226 Harborview Drive. Mr. Taggart explained that he had been hired by the City to re-establish the outfall that had become disconnected by boat anchors becoming hooked on the outfall over the past years. He added he was concerned about City liability, and made an official request to establish a buoy stating "no moorage" or "established pipeline" at the site to prevent further problems. Mr. Taggart offered to install the buoy at no charge.

Melinda Stewart - 2813 Harborview Drive and Rayleen Rogers - 2804 Harborview Drive. Ms. Rogers explained that they both lived south of the Tides Tavern. She presented a board with pictures of the roadway near their homes, as well as other pictures taken around the Harbor. She explained that the pictures illustrate the poor conditions of the roadway, sidewalk and Old Ferry Landing turnaround area, and that there were other areas in the city where measures had been taken to correct unsafe conditions. Ms. Stewart voiced her concerns about her children being able to walk to the harbor safely, and if the neighborhood was being penalized for not favoring the street-end park project.

Councilmember Ekberg explained that the neighbors are not being penalized and that he, also walks that street. He added that the improvements are scheduled. He thanked both ladies for highlighting the issues that need to be addressed immediately.

Jan Piercey - 14001 132nd St. NW. Ms. Piercey introduced herself as the Market Manager from the Farmers' Market. Ms. Piercey talked about the lack of parking at their current site. She gave an overview of the attendance and added that several people don't stop because of lack of parking. She said that what they would like is a facility where the Farmer's Market could be held with covered areas and able to be open more than one day a week. She added this facility could also house other non-profit and civic groups and asked for consideration in properties available to the City.

Mayor Wilbert asked if they had spoken to the owners of the new office building across from the site. Ms. Piercey explained that they had an informal agreement to use the parking but due to construction delays, the parking lot would not be available until September.

PUBLIC HEARING: Continuation of Six-Month Sewer Connection Moratorium. Mayor Wilbert opened the Public Hearing at 7:22 p.m.

Jim Pasin - 2710 39th St. NW. Mr. Pasin said he noticed that the sewer moratorium was for six-months, and the resolution for extension of current utility extensions was for eighteen months. He asked why the difference in extension times. Howard Jensen, Legal Counsel, explained that the sewer moratorium could only be set for a six-month period. He added that the eighteen month

extension reflected the loss of a building season and allowed to compensate for that loss. Mr. Pasin asked if whether the payment due for the sewer extension would also be extended. Mr. Jensen explained that the payment would also be extended.

There were no further public comments and the Mayor closed the Public Hearing at 7:27 p.m.

SPECIAL PRESENTATION: Historical / Cultural Activities at the Borgen Property.

Mayor Wilbert introduced members of a consortium of interested parties who presented information on this project.

Shirley Tomasi - 1107 Hallstrom Drive NW. Ms. Tomasi, Executive Director of the Cultural Arts Commission, gave a background of her organization and what they do. She talked about a proposed joint project with the Historical Society to establish a Cultural Arts Facility.

Chris Erlich - Gig Harbor Peninsula Historical Society. Ms. Erlich introduced herself as the Executive Director of the Historical Society. She thanked the Councilmembers for approving the lease for the McKenzie property and explained that this building would meet the Museum at Donkey Creek's immediate needs while the Historical Society expands and continues to seek additional space. She added that a Cultural Center would meet the need for exhibitions and educational needs. She cited several instances where a combination Arts and Heritage program has worked well.

John Ortgiesen - 1814 Slippery Hill Dr, NW. Mr. Ortgiesen said he was before Council to ask for support for a project he thinks will benefit the citizens of Gig Harbor. His presentation addressed a potential site for the Cultural Arts and Historical Society, the old Borgen Lumber Yard. He gave a slide show representing some ideas for the proposed project. He added that Mrs. Borgen was in favor of the project and that there was a great deal of support for the idea. He asked for the City's support and if necessary, to provide them with the funding for operations and maintenance for a two-year period, to be repaid with interest.

CALL TO ORDER: 8:00 p.m.

SWEARING IN CEREMONY: Officer Matthew Dougil and Officer David Crocker.

Chief Barker introduced Officers Matthew Dougil and David Crocker, new to the department. After Mayor Wilbert performed the ceremony, Chief Barker introduce the officers' families and invited their wives to pin on their badges.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the June 23, 1997 as presented.
Picinich/Ekberg - unanimously approved.

CORRESPONDENCE/PROCLAMATIONS:

Bob Sullivan, GHHS Art Instructor. Mayor Wilbert introduced this letter which asked for the City's support to foster culture, the arts, and the development of our student artists. The letter contained a collection of poems by Gig Harbor High School Graduate, Jeremy Voigt. Councilmember Picinich added that he knew Bob Sullivan, who was a well-known artist and that the City should support his efforts.

OLD BUSINESS:

1. Gig Harbor Peninsula Historical Society Lease. Mark Hoppen, City Administrator, presented the lease for the McKenzie Building and explained that the Historical Society had requested that an additional two years be added, for a total of five years to lease the building, with a five year option to extend.

MOTION: Move approval of the lease as submitted with the addition of two years, and to authorize the Mayor to sign it.
Markovich/Picinich - unanimously approved.

NEW BUSINESS:

1. Resolution - Copy Fees. Molly Towslee, City Clerk, explained the rate changes in this resolution updating the fees for copying of public records.

MOTION: Move for adoption of Resolution No. 498.
Picinich/Markovich - unanimously approved.

2. First Reading - Ordinance Adopting Findings of Facts for a Continued Imposition of the Six-Month Sewer Moratorium. Howard Jensen, Legal Counsel, presented this ordinance to adopt the findings of facts to justify the continued imposition of the moratorium. He added that by state law, the City is required to hold a public hearing within 60 days of the imposition, and that the Council was required to adopt findings of fact supporting the moratorium. This will return at the next council meeting for a second reading.

3. Resolution - Extending Commitment Periods in Existing Utility Extension and Sewer Capacity Agreements. Howard Jensen introduced this resolution which attempts to address those property owners who have existing utility extension agreements with the city and are affected by the current moratorium. He added that the resolution would extend the commitment periods in all existing utility extension and sewer capacity agreements for an additional eighteen months.

Reta Bugay - 1509 56th Ave Ct. Ms. Bugay thanked Council for the Resolution extending certain Utility Extension Capacity Agreements and for understanding the idea of "building

seasons.” She said she hoped that Council would continue to work with the Department of Ecology to get the NPDES permit as soon as possible.

Mike Esteb - 507 7th Ave - Fox Island. Mr. Esteb voiced his concerns regarding the moratorium and its effect on property owners. He encouraged Council to do everything they could to obtain DOE approval and to lift the moratorium.

MOTION: Move to adopt Resolution No. 499.
Markovich/Picinich - unanimously approved.

4. Liquor License Assumption - The Keeping Room. No action taken.
5. Special Occasion Liquor License - Peninsula High School Booster Club. No action taken.

MAYOR'S REPORT:

1998 Planning Retreat. Mayor Wilbert encouraged Councilmembers to submit their ideas and priorities to her to formulate an agenda for the worksession on July 25th.

COUNCIL COMMENTS:

Councilmember John Picinich said he noticed that more and more rafts and boats that are anchored in the bay. He asked if anything was being done to bring these raft owners into compliance. Mark Hoppen said he had contacted George Walk, Government Relations Officer, about the Anchorage Park and joint supervision of the Bay. He added that he expected a response soon and anticipated a reasonable amount of success. Councilmember Picinich then asked how the City was dealing with the issue of live-a-boards and making sure that marina owners comply. Mark explained that there are no live-a-board enforcement regulations at the time.

Councilmember Platt asked about East Gig Harbor and the effect annexation of the area would have on the Bay. Mark explained that the County would have no jurisdiction on the Bay if East Gig Harbor were to annex.

Councilmember Picinich asked what was being done to address the rafts that have recently appeared in the harbor. Mark explained that such rafts were subject to the Harbor Code. There was discussion on which Department is responsible to respond to complaints in different areas. Councilmember Ekberg asking Mark to prepare an outline on which Department would respond when a citizen reports a violation.

Jack Bujacich voiced his concerns that he didn't feel the City was enforcing the laws they currently had on the books. He talked about the violations in front of his home and said he felt that his complaints were being ignored. Mark explained that since the last Council meeting, he had met with the Ancich's and that Ray Gilmore had written letters addressing the issue.

STAFF REPORT:

Chief Barker - Gig Harbor Police Department. Chief Barker explained that he had no explanation for the increase in numbers other than the annexation area and that there hasn't been sufficient time to create a baseline. He explained that there have been several accidents, but that there were certain intersections or areas that seem to be problematic.

ANNOUNCEMENT OF OTHER MEETINGS:

Three Part Series on Boats / Marinas - Potential Water Pollutants

- 1) July 15th - Meet at Henderson Bay Alternative School at 4:00 p.m.
- 2) July 21st - Gig Harbor City Hall - 6:30 p.m.
- 3) July 31st - Gig Harbor City Hall - 6:30 p.m.

APPROVAL OF BILLS:

MOTION: Move approval of checks #18156 through #18302 in the amount of \$171,857.36.
Platt/Ekberg - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: Move approval of payroll checks #14260 through #14395 in the amount of \$226,341.86.
Platt/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:40 p.m. for approximately twenty minutes for the purpose of discussing litigation, potential litigation, and property acquisition.
Picinich/Markovich - unanimously approved.

MOTION: Move to return to regular session at 8:53 p.m.
Markovich/Platt - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:54 p.m.
Markovich/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 462 Side A 330 - end.
Tape 462 Side B 000 - end.
Tape 463 Side A 000 - 422.
Tape 463 Side B 000 - 318.

Mayor

City Clerk



RECEIVED

JUL 22 1997

STATE OF WASHINGTON
PUGET SOUND WATER QUALITY ACTION TEAM CITY OF BIG HARBOR

OFFICE OF THE GOVERNOR

PO Box 40900 • Olympia, Washington 98504-0900

(360) 407-7300 • FAX (360) 407-7333

July 16, 1997

To: Persons interested in the *1997-99 Puget Sound Water Quality Work Plan*

The Puget Sound Water Quality Action Team is pleased to provide the revised *1997-99 Puget Sound Water Quality Work Plan*. On December 20, 1996, the Action Team submitted the proposed work plan and budget to the governor and legislature. During the spring of 1997, the legislature and the governor approved the 1997-99 biennium budget, including \$4.4 million in enhancements to implement the work plan.

This edition of the work plan details only funding that was dedicated (provisoed) to implement the work plan. Table 2 at the end of the work plan shows the original work plan budget request and the amount of funding the legislature provisoed. In addition to funds reported in this work plan, the legislature also provided a significant amount of unprovisoed funding that will also help protect the water quality and resources of Puget Sound.

Since 1986, federal, state and local government activities to protect Puget Sound have been coordinated through the *Puget Sound Water Quality Management Plan*, our long-term guide to protecting the Sound. The work plan provides a new tool to coordinate actions for the next two years and to set priorities. Efforts to protect the Sound in the next two years will focus on the key actions selected by the Action Team and Puget Sound Council.

I am very pleased with the cooperation we received in preparing this first work plan. Local, state, federal and tribal officials and the public provided many excellent recommendations for actions to be included. Members of the Puget Sound Water Quality Action Team and Puget Sound Council dedicated many hours to developing the priorities and reviewing work plan proposals. We believe real progress will be made through this work plan and look forward to the continued cooperation of all implementors to make it happen.

Sincerely,

Nancy McKay
Chair





WASHINGTON FINANCE OFFICERS ASSOCIATION

July 17, 1997

Gretchen Wilbert, Mayor
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98355

RECEIVED

JUL 21 1997

CITY OF GIG HARBOR

Dear Ms Wilbert:

This is to notify you that the City of Gig Harbor's 1997 Budget has earned the Washington Finance Officers Association Distinguished Budget Award. This award is patterned after the Government Finance Officers' Program and is the highest form of recognition in fiscal planning and budgeting within the State of Washington. In order to earn this award, the budget documents are critiqued by at least two reviewers who return a favorable response. I have received favorable responses from the reviewers of your 1997 document. (A summary of the responses will be mailed under separate cover to the official requesting the results.)

The budget document is judged on meeting program criteria covering policies, operations, financial planning and communications. The receipt of this recognition is evidence of an interest in effective fiscal management programs to the benefit of the residents in Gig Harbor. You and your staff are to be commended for such an interest.

A plaque and certificates will be presented to your entity at the WFOA annual conference in Spokane in September. We hope you will continue to participate in the programs of WFOA and GFOA.

Sincerely,

Peggy Morant

Peggy Morant
WFOA Budget Awards Chair
City of Chehalis
PO Box 871
Chehalis, WA 98532
(360) 748-6664



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: HOWARD F. JENSEN, ASSISTANT CITY ATTORNEY
SUBJ: SECOND READING - ORDINANCE ADOPTING FINDINGS OF FACT
SUPPORTING CONTINUED IMPOSITION OF SIX MONTH SEWER
CONNECTION MORATORIUM
DATE: JULY 28, 1997

INTRODUCTION/BACKGROUND

On May 27, 1997, the City Council imposed a six month moratorium on the acceptance of applications for sewer service connections and the issuance of sewer service permits as provided in Ordinance No. 759. Under state law, to continue the moratorium, the City must hold a public hearing within sixty days of its initial imposition, and adopt findings of fact supporting the moratorium.

The purpose of the public hearing is to hear testimony and receive evidence regarding the moratorium. The proposed ordinance sets forth the factual basis supporting the moratorium. Based upon the testimony and evidence presented, the Council may wish to adopt additional findings of fact or modify the findings set forth in the draft ordinance.

POLICY CONSIDERATIONS

The moratorium needs to be continued until the City obtains a new NPDES permit. Under its current permit, the waste water treatment plant cannot handle any additional flow.

RECOMMENDATION

Staff recommends that the Council move and approve the ordinance adopting findings of fact supporting the continued imposition of the six month sewer connection moratorium.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING FINDINGS OF FACT TO JUSTIFY THE CONTINUED IMPOSITION OF A SIX MONTH MORATORIUM ON BOTH THE ACCEPTANCE OF APPLICATIONS FOR SEWER SERVICE CONNECTIONS AND THE ISSUANCE OF SEWER SERVICE PERMITS UNDER THE GIG HARBOR MUNICIPAL CODE, AS REQUIRED BY RCW 36.70A.390.

WHEREAS, on May 27, 1997, the City Council imposed a six month moratorium on the acceptance of applications for sewer service connections and the issuance of sewer service permits as provided in Ordinance No. 759; and

WHEREAS, RCW 36.70A.390 requires that the City Council hold a public hearing on the moratorium within sixty days of its adoption, and that immediately thereafter, the City Council adopt findings of fact to justify the continued imposition of the moratorium; and

WHEREAS, on July 14, 1997, the City Council held a public hearing on the sewer connection moratorium during which time it heard testimony from the public and City staff;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Gig Harbor, Washington as follows:

Section 1 -- Findings of Fact. As required by RCW 36.70A.390, the City Council hereby adopts the following findings of fact to support the continued imposition of the City's six month moratorium on the acceptance of applications for sewer service connections and the issuance of sewer service permits as provided in Ordinance No. 759:

A. On June 27, 1988, the City of Gig Harbor ("City") obtained a National Pollution Discharge Elimination System ("NPDES") permit from the Department of Ecology ("Ecology") to operate the City's wastewater treatment plant ("WWTP") in conformance with the federal Clean Water Act.

B. The 1988 NPDES permit imposes various limitations on the operation of the WWTP including a limitation on the amount of flow that can be discharged from the WWTP to an average of 700,000 gallons per day.

C. In 1991, the City began planning to upgrade and expand the WWTP to handle flows averaging 1.6 million gallons per day. A facility plan was prepared and submitted to Ecology in November 1992, and an amended facility plan was submitted in February 1993. After extensive review and comment, Ecology approved the facility plan in September 1993.

D. On April 15, 1993, prior to expiration of the 1988 NPDES permit, the City submitted an application to Ecology to renew its NPDES permit. On July 19, 1993, at the request of the City, Ecology administratively extended the duration of the 1988 NPDES permit until Ecology made a decision on the City's renewal application.

E. The expansion and upgrade of the WWTP was substantially completed in June 1996, increasing the capability of the WWTP to handle effluent flows up to an average of 1.6 million gallons per day.

F. On September 19, 1996, the City submitted a second application to Ecology to renew its 1988 NPDES permit and increase the allowable discharge consistent with the capacity of the upgraded WWTP and the approved facility plan. A draft NPDES permit was prepared by Ecology, and a public hearing on the draft permit was held by Ecology at City Hall on July 8, 1997.

G. Until Ecology issues the renewal NPDES permit, the WWTP continues to operate under the terms of the 1988 NPDES permit, including the 700,000 gallon per day flow limitation.

H. Due to the growth of the City, in recent months the WWTP has approached, and on occasion exceeded, the 700,000 gallon per day limitation. Under the terms of its current NPDES permit, the City cannot allow additional sewage to enter its sewer system. Any increase in flow would constitute a violation of its NPDES permit and the Clean Water Act.

I. The moratorium is necessary because the City cannot legally authorize new sewer connections until Ecology issues the City a new NPDES permit that increases the amount of flow that can be discharged from the WWTP.

Section 2 - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3 - Effective Date. This ordinance shall take effect and be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this _____ day of _____, 1997.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:

CITY ATTORNEY, CAROL A. MORRIS

FILED WITH THE CITY CLERK: 7/10/97

PASSED BY THE CITY COUNCIL:

DATE PUBLISHED:

DATE EFFECTIVE:

SUMMARY OF ORDINANCE NO. _____

City of Gig Harbor, Washington

On the _____ day of _____, 1997, 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, ADOPTING FINDINGS OF FACT TO JUSTIFY THE CONTINUED IMPOSITION OF A SIX MONTH MORATORIUM ON BOTH THE ACCEPTANCE OF APPLICATIONS FOR SEWER SERVICE CONNECTIONS AND THE ISSUANCE OF SEWER SERVICE PERMITS UNDER THE GIG HARBOR MUNICIPAL CODE, AS REQUIRED BY RCW 36.70A.390.

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

DATED this ___ day of _____, 1997.

CITY CLERK, MOLLY M. TOWSLEE



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: SKATEBOARD PARK RESOLUTION - IAC
DATE: JULY 23, 1997

INTRODUCTION/BACKGROUND

The 1996 Parks, Recreation and Open Space Plan element of the Comprehensive Plan identified a need for a skateboard park. Council followed up on this recommendation by budgeting \$50,000 for design and construction of a skateboard park in 1997.

Volunteers and stakeholders met early in the year to identify viable sites and refine the project scope. The budget assumed an at-grade facility with basic features such as curbs and small ramps. Based on input from the future users of the skateboard park, it became apparent that the contemplated improvements would not be sufficient to maintain interest in the facility.

A grant application for a more comprehensive project was submitted to the Interagency Committee for Outdoor Recreation (IAC) under their "Washington Wildlife and Recreation Program." City staff will be presenting the project to the IAC evaluation team on Friday, August 15, 1997.

The project site selected is an approximate 20,000 square foot area immediately west of the west end of Harbor Heights High School (south of the paved parking area toward the playfield). As currently configured, approximately 15,000 square feet of the site will be developed as a below-grade skateboard (and rollerblade) area with perimeter fence, pyramid, ramps, 1/4 and 1/2 pipes, jumps, steps, railing, and a "snake run." The grant application included perimeter walking paths, picnic table and benches, open shelter, drainage improvements, drinking fountain, and landscaping. The estimated costs for those improvements is \$205,000 including design fees. The grant application is for 50% IAC participation, with the remainder funded by the City, cash donations, and in-kind services. In order to keep the City's participation at the budgeted \$50,000, the project has been scaled back to include only the skateboard area. This reduces the estimated total project cost to \$184,700.

One of the requirements for funding consideration, is that the City approve a formal resolution by confirming the City's process for project development, and its ability and intent to construct the project. The resolution's content is prescribed by IAC.

FISCAL CONSIDERATIONS

The Parks and Recreation budget for 1997 included \$50,000 for design and construction of a skateboard park. The revised grant application estimates a total project cost of approximately \$184,700 with IAC funding 50-percent. The grant application assumes \$50,000 of City funds, with cash donations and in-kind services providing the remaining \$42,350 of the \$92,350 local share.

MAYOR WILBERT AND CITY COUNCIL

July 23, 1997

Page 2

RECOMMENDATION

Staff recommends that Council adopt the attached resolution for IAC funding participation for the design and construction of the skateboard park project under the Washington Wildlife and Recreation Program.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING APPLICATIONS FOR FUNDING ASSISTANCE FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM PROJECT TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN CHAPTER 43.98A RCW.

WHEREAS, the City Council of the City of Gig Harbor has approved the 1996 Parks, Recreation and Open Space Plan update to the Parks element of the 1994 Gig Harbor Comprehensive Plan that includes a Skateboard Park; and

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program, state and federal funding assistance has been authorized and made available to aid in financing the cost of land and facilities for local public bodies; and

WHEREAS, the City of Gig Harbor considers it in the best public interest to acquire and develop a Skateboard Park;

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

That the Public Works Director is authorized to make formal application to IAC for funding assistance;

That any fund assistance received will be used for the development of a Skateboard Park;

That the City of Gig Harbor anticipates its share of project funding will be derived from General Revenues, cash donations, and in-kind services;

That the City of Gig Harbor will support all non-cash commitments to the local share should they not materialize;

The City of Gig Harbor acknowledges that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless as otherwise provided and agreed to by the City of Gig Harbor, the IAC and any affected federal agency;

That this resolution will become part of a formal application to IAC;

That adequate notification has been given and opportunity provided for public comment.

RESOLVED by the City Council this _____ day of _____, 1997.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:

BY: _____

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



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: FEASIBILITY STUDY FOR NORTH-SOUTH CONNECTOR
CONSULTANT SERVICES CONTRACT-REVISION
DATE: JULY 23, 1997

INTRODUCTION/BACKGROUND

On September 30, 1997 the City executed a preannexation agreement with the three largest property owners in the Gig Harbor North annexation area. The agreement provided that the City would have twelve months after execution of the agreement to determine the feasibility of constructing a north-south arterial extending north from the East-West Road to Peacock Hill Avenue. If the study confirmed the feasibility of the alignment, Pope Resources (now Olympic Resource Management) agreed to transfer access easement rights to the City.

Insufficient staff resources are available to perform this work. Based on review of the Consultant Services roster, and their familiarity with the East-West Road corridor and surrounding area, Parametrix, Inc., is uniquely qualified to assist City staff in this work .

FISCAL CONSIDERATIONS

The amount budgeted in 1997 under Item 17 in the Street Operating Fund was \$25,000. Sufficient funds are available for this work.

RECOMMENDATION

Staff recommends that Council move and approve execution of the Consultant Services Contract with Parametrix, Inc., in the not-to-exceed amount of twenty-three thousand three-hundred and twenty-two dollars and no cents (\$23,322.00).

**North-South Connector Feasibility Study
CONSULTANT SERVICES CONTRACT**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. organized under the laws of the State of Washington, located and doing business at 5808 Lake Washington Boulevard NE, Kirkland, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in determining the feasibility of extending a roadway connection north from the future East-West (Borgen) Road to Peacock Hill Avenue, and desires that the Consultant perform the professional services necessary for the Scope of Work as set forth below.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated July 23, 1997, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

The Consultant shall perform all work as described in Exhibit A, "Scope of Work".

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty-three thousand three hundred twenty-two dollars and no cents (\$23,322) for the services described in Section I herein, and as otherwise provided in Exhibit B, "Compensation". This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing and billing rates shall be as described hereunder and in Exhibit B, "Compensation".

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement.

The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within 60 calendar days of the execution of this Agreement and in accordance with the schedule shown in Exhibit A, Attachment 1 "Project Schedule"; provided however, that additional time shall be granted by the City for excusable delays or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in

Section II above. After termination, the City may take possession of any records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

The Consultant shall conform with the minority and woman-owned business enterprises, equal opportunity, and affirmative action requirements as set forth in Exhibit C, "Contract Compliance Requirements for Professional and Technical Services".

VII. Indemnification

The Consultant specifically and expressly agrees to defend, indemnify, and hold harmless the City and all of its officers, employees, and agents from and against any claim, damage, liability, judgment, cost, penalties, attorney fees, etc. of whatsoever kind on account of death or injury of any or all persons (including, but not limited to the Consultant and all of its officers, directors, employees and agents), and/or on account of all property damage of any kind whether tangible, intangible, or loss of use resulting therefrom, to any party arising from or in any matter connected with the work for this project under this agreement, by an act or omission or negligence of the Consultant or any of its officers, directors, employees or agents except to the extent prohibited by law; provided however,

(1) except where the act or omission or negligence giving rise to a claim is solely attributable to the Consultant or to the City, then the costs of defending the Consultant and the City shall be shared equally by them until responsibility for the claim has been determined, in which event the costs of defense shall be shared proportionately by those responsible (including reimbursement by the Consultant to the City or the City to the Consultant for defense costs already incurred);

(2) and further provided that this Article VII, Indemnification shall not confer on any third party any new rights or cause of action that does not already exist by law.

THE CONSULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY GRANTED UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51, RCW, OR SIMILAR LAWS OF OTHER JURISDICTIONS, AND BY SIGNATURE BELOW ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED AND AGREED TO BY THESE PARTIES. IN THE EVENT OF LITIGATION BETWEEN THE PARTIES TO ENFORCE THE RIGHTS UNDER THIS INDEMNITY PROVISION, REASONABLE ATTORNEYS FEES SHALL BE ALLOWED TO THE PREVAILING PARTY.

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

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General

Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVII. Assignment

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

XIII. Modification

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

XIX. Entire Agreement

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

Any reference in the Exhibits or attachments thereto, including without limitation, such language as "Contractor" shall be read and interpreted to mean "Consultant".

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 19__.

THE CITY OF Gig Harbor

By: *John Boyle*
Its Principal

By: _____
Mayor

Notices to be sent to:

Parametrix, Inc.
CONSULTANT

Parametrix, Inc.
5808 Lake Washington Blvd. NE, Ste. 200
Kirkland, Washington 98033-7350

Mr. Wes Hill
Director of Public Works
The City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

EXHIBIT A**CITY OF GIG HARBOR
EAST-WEST ROAD - NORTH CONNECTOR FEASIBILITY STUDY
SCOPE OF WORK**

Objective: The City of Gig Harbor desires to determine the feasibility of developing a roadway connection extending northwesterly from the East-West Road and then westerly to Peacock Hill Avenue north of 119th Street Court. It is the intent of the City that this new roadway be developed as a two-lane roadway with an improved "curb-to-curb" width of 36 feet plus curb, gutter, and sidewalks on both sides of the street. This work includes determining the possible alignment options, environmental and topographic considerations, and the limits of the physical improvements/easements necessary to develop the roadway, and a planning level cost estimate and letter report of feasibility. It is assumed that the intersection of this new road with the East-West Road would ultimately serve an extension to the south of the East-West Road, and therefore southerly alignment issues will be considered at a gross level only in enough detail to accommodate an understanding of issues.

A draft report of the feasibility study shall be completed no later than September 5, 1997.

TASK 12 - PRELIMINARY ALIGNMENT OPTIONS

- Assumptions:**
- Existing mapping is available at a scale no less than 5-foot contour intervals for the entire corridor. Supplemental information may be available from Pope Resource and Pierce County.
 - The new alignment will intersect with the East-West Road alignment on property under ownership by Pope Resources. The north end of the alignment will intersect with Peacock Hill Avenue north of 119th Street Court and south of 124 Street.
 - Up to three different options will be investigated at a level sufficient to determine viable alignment options, determine any environmental issues such as sensitive or critical areas, physical constraints, and availability of right of way.
 - No more than three meetings will be required with the City of Gig Harbor. Parametrix will determine what level of coordination is required with

Pierce County planning and engineering staff, to ensure sufficiency of information.

- No general public involvement or outreach is associated with this work effort. The consultant will meet separately with Pope Resources and Bigham-Miller, who will be required to provide right of way or easements, one time each. Up to three separate property owners will be contacted.
- Existing traffic information is adequate for this analysis.

Scope: Parametrix will investigate up to three alignment options for the new northerly collector/arterial. The three options will be presented at a scale of 1"=100', on a single map to the City of Gig Harbor (one meeting). The consultant will also meet with Pierce County and the property owners within the city limits to identify, quantify and evaluate issues.

Daily and peak hour traffic volume estimates will be prepared using the most recent Gig Harbor North development plans. These estimates will also consider any traffic diversion from existing roadways such as Peacock Hill Avenue. A capacity analysis will be conducted to determine the number of lanes needed to accommodate the traffic volumes.

A preliminary evaluation matrix will be prepared including the environmental considerations (built and natural), existing improvements, environmental constraints, availability of easements/right of way, pending developments (submitted for preliminary approval), operational and traffic issues, and planning level quantity and cost estimates. The criteria to be used in the evaluation matrix will be determined during the first presentation of alignment options to the city.

Product:

- One plan sheet with topography identifying up to three alignment options.
- One evaluation matrix of the alignment options.
- One traffic analysis technical memorandum will be provided.
- Summary memo of Agency contacts and issues identification.

TASK 13 - REFINE ALIGNMENT OPTIONS AND FIELD RECONNAISSANCE

Assumptions: Up to two alignment options presented to the City will be refined (one time each, horizontally) subsequent to the meeting to identify the field requirements for alignment identification.

Scope: The alignments will be presented to the City for preliminary concurrence (one time) and then approximately located in the field (up to two alignments) adequate to visually follow the alignment. A field review of up to two alignments will be conducted by the City.

Product:

- Field identification of up to two alignments.

TASK 14 - PREPARE FINAL REPORT

Assumptions:

- A report documenting the findings of the feasibility study will be prepared outlining the study process, assumptions, and conclusions of the work effort.

- One preliminary draft report will be submitted to the City for comment.

- The preliminary draft will be edited based on City comment (one time) and the revised draft will be provided to the City by September 5, 1997.

- One round of comments on the revised draft will be incorporated into a final report for presentation to the City.

Scope: The culmination of the work effort on the new alignment feasibility study will be in the form of a final report. The report will include a narrative of the Scope of the overall work effort, alternatives considered, and the evaluation of alternatives. Additionally, the report will include planning level cost estimates, and a detailed description of the next steps necessary to advance the development of the roadway. Particular attention will be given to the environmental documentation requirements and permitting needs for the project.

Products:

- One preliminary draft report (3 copies)
- One draft report (6 copies)
- One final report (15 copies)

**EXHIBIT B
PARAMETRIX, INC.
BUDGET WORKSHEET**

Client: City of Gig Harbor

Project: Gig Harbor - East-West Road
Northwesterly Extension Feasibility Study

Date: 7/23/97

Cost for each Task of work will be figured at MH's X hourly base rate (disc)

Name/Category	Principal		Proj. Manager		Engineer		Traffic Eng.		CADD		Env. Planner		Admin.		Survey Chief		Survey Crew		Direct Salary	Expenses	
	\$43 MHs	MH	\$36 MHs	MH	\$25 MHs	MH	\$37 MHs	MH	\$22 MHs	MH	\$34 MHs	MH	\$16 MHs	MH	\$29 MHs	MH	\$40 MHs	MH	Costs	Cost	
TASK 12 - Preliminary Align. Options																					
3 Different Alignments			8	\$288	8	\$200			8	\$176	4	\$136								\$800	\$100
City/County Meeting/Coordination (3)			3	\$108	6	\$150							2	\$32						\$290	\$50
Property Owners Meetings (up to 2)			8	\$288																\$288	
Refine Options			2	\$72	4	\$100			6	\$132	2	\$68								\$372	
Traffic Assessment/Memo							16	\$592												\$592	
Evaluation and Matrix	1	\$43	4	\$144	8	\$200					2	\$68	2	\$32						\$487	
Quantities/Costs	2	\$86	2	\$72	16	\$400			8	\$176	2	\$68	4	\$64						\$866	
Draft Memo	1	\$43	2	\$72	4	\$100			2	\$44			4	\$64						\$323	
Subtotal	4	\$172	29	\$1,044	46	\$1,150	16	\$592	24	\$528	10	\$340	12	\$192						\$4,018	\$150
TASK 13 - Preferred Alignment																					
City Meeting			3	\$108									2	\$32						\$140	\$50
Field Survey			2	\$72											6	\$174	32	\$1,280		\$1,526	\$200
Field Recon.			8	\$288																\$288	
Subtotal			13	\$468									2	\$32	6	\$174	32	\$1,280		\$1,954	\$250
TASK 14 - Final Letter																					
Final Report	4	\$172	8	\$288	16	\$400			8	\$176	4	\$136	16	\$256						\$1,428	\$500
Subtotal	4	\$172	8	\$288	16	\$400			8	\$176	4	\$136	16	\$256						\$1,428	\$500
TOTAL	8	\$344	50	\$1,800	62	\$1,550	16	\$592	32	\$704	14	\$476	30	\$480	6	\$174	32	\$1,280		\$7,400	\$900

Direct Labor	\$7,400
Overhead @ 1.80	\$13,320
Profit @ 0.23 X Labor	\$1,702
Total Labor	\$22,422
Expense Total	\$900
Grand Total	\$23,322



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: RESOLUTION - COMMUNITY PLAN UPDATE
DATE: JULY 23, 1997

INFORMATION/BACKGROUND

Coordinating land use between Pierce County and the City of Gig Harbor has been a goal of the city throughout the formative years of the Growth Management Act. Inter-jurisdictional agreement relative to land use was difficult to achieve several years ago. Improved coordination has been a goal of the city since that time. Consequent to the Tallman, Westside, and Gig Harbor North annexations, the need for resolution of land use issues on the Gig Harbor Peninsula is more obvious and urgent to all stakeholders in land use and development patterns on the Gig Harbor Peninsula.

District County Council person Karen Biskey and Pierce County Planning and Land Services are proposing to approach land use needs on the Peninsula, both inside and outside of the UGA, through the creation of a work group designed to work with Planning and Land Services in order to refine the Community Comprehensive Plan. Only two jurisdictions are budgeted for such updates in Pierce County's current budgetary cycle. The Gig Harbor Peninsula and the Parkland-Spanaway area are the top two contenders for the proposed land use review and adjustment.

The proposed resolution expresses the city's support for this process.

POLICY CONSIDERATIONS

At this time, the proposed process offers the best opportunity for coordination with Pierce County within the city's UGA; the best opportunity to refine land uses immediately outside of the UGA; a good forum to insure that rural and urban land uses are compatible with available resources (i.e. water, wastewater capabilities, transportation capacity, parks facilities, etc.); and a timely forum to help mould Tacoma's future aspirations for the local airport. The county is proposing to create a forum that brings all area stakeholders into the process.

FISCAL CONSIDERATIONS

Participation in this process will require the commitment of staff time.

RECOMMENDATION

Approve the resolution of support for this process as presented.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ENCOURAGING THE PIERCE COUNTY DEPARTMENT OF PLANNING AND LAND SERVICES TO DEVELOP AN UPDATE FOR THE GIG HARBOR COMMUNITY COMPREHENSIVE PLAN; TO PARTICIPATE WITH GIG HARBOR AND OTHER INTERESTED STAKEHOLDERS TO FORM A WORK GROUP WHICH WILL ASSIST WITH THE DEVELOPMENT OF THE UPDATED COMMUNITY PLAN; AND TO ESTABLISH SPECIFIC CRITERIA AND POLICIES FOR THE ESTABLISHMENT OF A NEW COMMUNITY PLAN AND FOR THE IMPLEMENTATION OF AN ADVISORY COMMISSION RELATIVE TO THE COMMUNITY PLAN.

WHEREAS, The County-Wide Planning Policies provide for joint jurisdictional planning between the County and municipalities with designated Urban Growth Areas in unincorporated Pierce County; and

WHEREAS, The Washington State Growth Management Act (Chapter 36.70A.080 RCW) and Washington State Planning Enabling Act (36.70.340 RCW) specifically allow for development of community plans consistent with a comprehensive plan; and

WHEREAS, The Pierce County Comprehensive Plan that was adopted on November 29, 1994, including a Community Plan Element which set forth objectives and policies for development of new, and modification of existing community plans; and

WHEREAS, the Community Plans Element of the Comprehensive Plan requires the County to "Ensure consistency between the Comprehensive Plan and community plans" (Section 19A.110.04C PCC); and

WHEREAS, The Community Plans Element also states that existing community plans should be amended on the basis of the following priorities: public health, safety, or welfare; and where significant inconsistencies exist with the Pierce County Comprehensive Plan (Section 19A.110.040 PCC); and

WHEREAS, The Community Plans Element requires that the County adopt a process for initiating the development of new community plans and sets forth priorities and criteria for new community plan areas (Section 19A.110.030); and

WHEREAS, The Planning and Land Services Department prepared a matrix, dated February 12, 1997, comparing the existing and proposed community plan areas and ranking them according to issue areas regarding consistency with the Comprehensive Plan, public welfare, infrastructure

needs, public health, community support, and growth pressures; and

WHEREAS, the Comparison Matrix prepared by PALS identifies the Gig Harbor Community Comprehensive Plan as having significant inconsistencies with the County's Comprehensive Plan and significant issues of concern regarding potable water, surface water, wildlife habitat, transportation, public welfare, and growth pressures; and

WHEREAS, The Gig Harbor Community Comprehensive Plan area includes all of the City of Gig Harbor's unincorporated Urban Growth Area; and

WHEREAS, The State's future plans for the Tacoma Narrows Bridge, currently under development, will have a significant impact on the growth and infrastructure planning of the Gig Harbor Peninsula area; and

WHEREAS, The City of Tacoma is initiating development of a Master Airport Plan for the Tacoma Narrows Airport as a joint effort with the County and the City of Gig Harbor, and plans for this major facility could have a major impact on the growth in the area and transportation infrastructure; and

WHEREAS, The Comprehensive Park, Recreation, and Open Space Plan for the Gig Harbor/Key Peninsula, and amendment to the Pierce County Comprehensive Park & Recreation Plan, is inconsistent with the County's Comprehensive Plan and City's Comprehensive Park Plan, and needs to be updated and incorporated into the community plan; and

WHEREAS, The Gig Harbor Peninsula community has expressed continued strong support for community level planning; and

WHEREAS, the role of land use advisory commissions relative to the development of community plans needs to be clarified to distinguish the role of advisory commissions in areas where community plans are already developed, where community plans are in the process of being developed or updated, and where no community plans have been initiated;

WHEREAS, The City Council finds that a new community plan should be initiated after more specific criteria, priorities and policies are developed to assure that the new community plan is consistent with and fulfills County comprehensive planning goals; and

WHEREAS, the City of Gig Harbor will allocate staff and in-kind support to this process and proposed workgroups formed for this community plan update;

NOW, THEREFORE,

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

The City of Gig Harbor City Council encourages Pierce County to update the Gig Harbor Community Comprehensive Plan and supports the development of a multi-interest work group in

the development of the community plan update, which will consist of representatives from: the City of Gig Harbor, advisory commissions, regional Native Tribes, utility and service providers, business owners, school and fire districts, governmental agencies/departments, environmental organizations or interest groups, real estate development organizations, and other community groups. The City of Gig Harbor also suggests that such a formation of a multi-interest group for the Gig Harbor Community Comprehensive Plan will contain a subgroup that coordinates with the Tacoma Narrows Airport planning effort and another subgroup that coordinates with the Tacoma Narrows Bridge planning effort.

BE IT RESOLVED this ____ day of _____, 1997.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST / AUTHENTICATED:

Molly M. Towslee, City Clerk

Filed with the City Administrator:
Passed by the City Council:
Resolution No.

07721797 MON 17:14 FAX 253 788 7509 PIERCE COUNTY COUNCIL

COMMUNITY PLAN NEED - A COMPARISON

ISSUES	EXISTING (1)			
	Gig Harbor Peninsula	Parkland-Spanaway	Summit-Waller	Anderson/Ketron Islands
Sub-Area	Peninsula/Islands	Central	Central	Peninsula/Islands
Structure of Document	4	4	2	1
Community Plan Land Use Inconsistencies with Pierce County Comprehensive Plan	4 ("environment" system, Gig Harbor UGA, rural densities)	4 ("environment" system, densities, commercial areas)	1 (densities, gravel mining)	1 (densities)
Environmental/Open Space Issues Not Addressed in Sufficient Detail in the Pierce County Comprehensive Plan	3 (potable water, wildlife habitat, surface water)	4 (surface water, aquifer/potable water, wildlife habitat)	1 (surface water)	2 (potable water, sanitary sewer/septic systems)
Transportation Issues Not Addressed in Sufficient Detail in the Pierce County Comprehensive Plan	4 (SR-16, connecting county roads)	4 (Pacific Avenue, Spanaway Loop Road, "C" Street, connecting county roads)	0	0
Infrastructure Issues Not Addressed in Sufficient Detail in the Pierce County Comprehensive Plan	2 (potable water, surface water)	2 (surface water, potable water)	0	2 (potable water, sanitary sewer/septic systems)
Recreation Issues Not Addressed in Sufficient Detail in the Pierce County Comprehensive Plan	1 (neighborhood parks)	3 (community and neighborhood parks)	0	0
Issues Addressed Previously by Separate Zoning Code	4 (site design, building design, landscape design)	1 (lower densities on Spanaway Loop Road)	0	0
Changes in Local Conditions Since Original Adoption of Community Plan	4	3	0	1
Public Welfare Concern (design issues)	4	4	1	1
Community Support	4	3	2	2
Growth Pressures	3	4	1	0
TOTALS (44 maximum points) (Percent of Maximum Points)	36 (82%)	36 (82%)	8 (18%)	10 (23%)

(1) The Ashford-Elbe Gateway Community Plan is not included since it is in the process of being developed.

COMMUNITY PLAN NEED - A COMPARISON

ISSUES	PROPOSED (1) (2)							
	Key Peninsula	Lower Puyallup Valley	Upper Puyallup Valley	Greenwater	South Hill	Frederickson	Browns Point/Dash Point	Canyon Road Corridor
Sub-Area	Peninsula/Islands	Central	East/South	East/South	Central	Central	Central	Central
Environmental/Open Space Issues Not Addressed in Sufficient Detail in the Comprehensive Plan	1 (potable water)	3 (surface water, wildlife habitat)	3 (surface water, wildlife habitat)	0	1 (surface water)	1 (aquifer recharge, surface water)	1 (slopes)	2 (wetlands, surface water)
Transportation Issues Not Addressed in Sufficient Detail in the Comprehensive Plan	2 (north of Key Peninsula, & south of Key Center)	4 (county roads, SR-167, proposed freeways)	1 (SR-162)	0	4 (SR-161, connecting county roads)	2 (176th Street, Canyon Road Extension)	0	4 (Canyon Rd, connecting county roads)
Infrastructure Issues Not Addressed in Sufficient Detail in the Comprehensive Plan	1 (potable water)	2 (surface water)	1 (surface water)	1 (sanitary sewer, potable water)	3 (surface water)	1 (surface water)	4 (sanitary sewer, potable water)	3 (sanitary sewer, storm water)
Recreation Issues Not Addressed in Sufficient Detail in the Comprehensive Plan	0	0	0	0	4 (neighborhood and community parks)	0	0	1 (neighborhood and community parks)
Issues Addressed Previously by Zoning Code	3 (50-foot forest buffer on Key Peninsula Highway)	0	0	0	0	0	0	0
Public Welfare Concern (design issues)	2	1	1	3	4	2	0	4
Community Support	2	2	1	4	3	2	0	2
Growth Pressure	1	4	1	1	4	2	1	3
TOTALS (32 maximum points) (Percent of Maximum Points)	12 (38%)	16 (50%)	8 (25%)	9 (28%)	23 (72%)	10 (31%)	6 (19%)	19 (59%)

- (1) The Ashford-Elbe Gateway Community Plan is not included since it is in the process of being developed.
 (2) This is a list of only those areas identified as future community plan areas in the Pierce County Comprehensive Plan

DESCRIPTIONS OF RANKINGS:

- 0 No Inconsistencies/No Issues of Concern/No Support
- 1 Minor Inconsistencies/Minor Issues of Concern/Minor Level of Support
- 2 Major Inconsistencies/Major Issues of Concern/Major Level of Support
- 3 Significant Inconsistencies/Significant Issues of Concern/Significant Level of Support
- 4 Urgent Inconsistencies/Urgent Issues of Concern/Urgent Level of Support

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(2/12/97)
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(7/21/97, format only)



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *WH*
SUBJECT: CONTRACT FOR PRE-QUALIFIED JURORS
DATE: JULY 23, 1997

INTRODUCTION/BACKGROUND

Superior Court Administration has requested that the city sign a new one year agreement for provision of pre-qualified jurors for the city's Municipal Court jury trials. The city has recommended the same level of support (750 pre-qualified jurors) as last year. The fee will be the same as last year and the contract is structured on same format as approved last year. The Municipal Court reports that this arrangement is functioning well.

FISCAL CONSIDERATIONS

As in 1996-1997, the 1997-1998 level of support for 750 pre-qualified jurors in \$1037.50.

RECOMMENDATION

Move approval of the agreement as presented.

Superior Court
of the
State of Washington
For Pierce County

ROOM 534 COUNTY-CITY BUILDING
930 TACOMA AVENUE SOUTH
TACOMA, WASHINGTON 98402-2104
TELEPHONE (206) 591-3654

July 16, 1997

Gig Harbor Municipal Court
3105 Judson Street
Gig Harbor, WA 98335

Dear Sir/Madam :

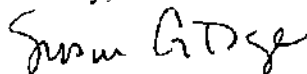
Recently, Superior Court Administration staff contacted you about providing jurors for your court for next year. Your court requested prequalified jurors for 1997-1998. Court administration staff is working on prequalifying jurors for your court now. You will receive your list of prequalified jurors in the next three weeks.

Since there is substantial staff time and postage involved in prequalifying jurors, it is necessary to charge a fee. The fee is \$100 plus \$1.25 for every prequalified juror your court requested. Your court requested 750 prequalified jurors. The fee will be \$1037.50. Please sign, date and return all three copies of the enclosed contract for the 1997-1998 year. You will be sent a billing statement once the prequalification process has been completed.

The billing statement for 1996-1997 will be sent in the next few days.

If you have any questions, do not hesitate to contact me at 798-7613.

Sincerely,



Susan G. Dye
Deputy Court Administrator

AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO by and between the City of Gig Harbor (City), the Municipal Court of Gig Harbor (Municipal Court), Pierce County (County), and the Superior Court of Washington in Pierce County (Superior Court).

WITNESSETH:

WHEREAS City and Municipal Court desire to utilize the services of County and Superior Court in providing a list of pre-qualified jurors for Municipal Court use;

WHEREAS County and Superior Court agree to provide the desired services on the terms and conditions hereinafter set forth:

IT IS MUTUALLY AGREED AS FOLLOWS:

(1) County and Superior Court will provide to Municipal Court a sufficient number of pre-qualified jurors as determined by Municipal Court on an annual basis. For the 1997-1998 year, the requested number of qualified jurors is 750.

(2) That Superior Court will provide the necessary jurors drawn in the same manner, procedure, and methods as done by and for Superior Court with the exception that all jurors will be drawn based upon zip codes in the locale of the Municipal Court. Superior Court will mail to each juror drawn a pre-qualification questionnaire and upon return of the questionnaire to Superior Court, Superior Court will determine whether each juror meets the criteria for qualification as a juror in Washington State.

(3) That City will pay County a fee in the sum of \$100.00 per year plus an additional \$1.25 dollars for each juror pre-qualification questionnaire mailed on behalf of Municipal Court by Superior Court. This is reimbursement for computer maintenance, data processing supplies and forms, postage and labor expenses incurred by Superior Court on behalf of Municipal Court.

(4) The total number of pre-qualification questionnaires mailed will be determined by Superior Court based upon the number of pre-qualification questionnaires historically required to yield the number of pre-qualified jurors requested by Municipal Court as contained in paragraph (1).

(5) Superior Court shall furnish City and Municipal Court an itemized statement listing the number of jurors mailed questionnaires, the number of questionnaires returned as "undeliverable," and the number of non-qualified questionnaires returned to Superior Court.

(6) This agreement shall remain in effect from September 1, 1997 until August 31, 1998. Thereafter, the parties may renew this Agreement for one year terms beginning September 1 and ending August 31 until the Agreement is terminated. The City shall give notice of intent to renew at least sixty (60) days prior to the termination date.

(7) Either party may terminate this Agreement by giving written notice of not less than ninety (90) days to the other party.

(8) That upon non-renewal or termination of the Agreement by either party, Superior Court will furnish to Municipal Court on September 1 of each year a list prospective jurors drawn in the same manner, procedure, and methods as done by and for Superior Court with the exception that all jurors for Municipal Court will be drawn based upon zip codes in the locale of the Municipal Court.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 19____.

MUNICIPALITY

PIERCE COUNTY

Court Administrator Date

Department Director Date

City Attorney Date

Prosecuting Attorney Date

Mayor Date

Budget and Finance Date



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: WATERFRONT COMPLIANCE
DATE: JULY 24, 1997

INTRODUCTION/BACKGROUND

Concern over waterfront enforcement issues was directed to the City Administrator at the last Council Meeting by Mr. Bujacich. Of particular concern in the discussion that ensued, were free standing floats (rafts) within the city's jurisdiction (out to half-way across the bay) and developmental compliance along the city's shoreline.

Floats (rafts)

With respect to free-standing floats, the city can enforce its Harbor Code (GHMC Chapter 8.24). This code defines the Police Chief as the Harbor Warden who is charged with the enforcement of this provision (8.24.060). The Police Chief is charged with enforcement of the "...ordinances and regulations of the city upon the waters of the harbor and adjacent lands thereto, when the harbor is affected...". Section F of this same section states the Police Chief has the duty to

Remove, impound or sell any vessel, watercraft or obstruction anchored or moored in violation of this chapter deemed a public nuisance or hazard to to navigation or operated or afloat under conditions deemed unsafe for water transportation.

Floats anchored in pathways of normal travel are subject to these provisions. The Police Chief is taking steps to remove such floats within the city's jurisdiction.

Development Violations

Violations of shoreline development permits and conditions should be reported to Planning Director, Ray Gilmore. The city takes the posture of working with owners of shoreline property to bring deviations from permit into compliance. Civil and criminal action can be taken by the city through the direction of the Planning Director when violations are not remediated.

POLICY CONSIDERATIONS

The term "floats" should be added to GHMC 8.24.180 to more thoroughly address the city's ability to remove such impediments to navigable space on Gig Harbor Bay.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: TOM ENLOW
SUBJECT: AGREEMENT FOR STATE ADMINISTRATION OF SALES TAX
DATE: July 23, 1997

BACKGROUND

The City contracts with the State Department of Revenue to administer and collect our sales tax for a fee of 1% of collected taxes. The existing contract has been in effect since 1982. The new contract reduces the fee on services other than sales tax collection (such as allocation of unidentifiable sales taxes and criminal justice distributions) from 1.5% to 1.0%.

FISCAL CONSIDERATIONS

The reduction in fees on miscellaneous services will be negligible.

RECOMMENDATION

Staff recommends that Council direct the Mayor to sign the contract.

**AGREEMENT FOR STATE ADMINISTRATION OF
SALES AND USE TAX**

Contract No. AGR97196

THIS AGREEMENT ("Agreement") is entered into by and between the **City of Gig Harbor** ("City") and the **State of Washington Department of Revenue** ("Department") for the administration of Regular/Optional Sales and Use Tax. This Agreement is effective July 1, 1997.

PURPOSE:

WHEREAS, The Legislature of the State of Washington has by RCW 82.14.030(2) authorized the City to impose an optional local sales and use tax, and

WHEREAS, It is provided in RCW 82.14.050 that the City imposing a sales and use tax by ordinance or resolution shall contract with the Department for the administration and collection of said taxes; and

WHEREAS, The City has by resolution or ordinance, copy attached hereto, elected to fix and impose a sales and use tax of five-tenths of one percent (.5%) and an additional sales and use tax of five-tenths of one percent (.5%) commencing with the start date within the ordinance or resolution and to contract with the Department for collection of the tax;

NOW, THEREFORE, to provide for the administration the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the taxes imposed by the said ordinances or resolutions, other than criminal prosecutions.
2. The Department shall retain from the taxes so collected for Regular/Optional Sales and Use Tax the amount of (1.0%) thereof as expenses of administration and collection. Said percentage amount shall be subject to review during January of each year.
3. In accordance with RCW 82.32.320, the remainder of said taxes so collected shall be deposited by the Department in the Local Sales and Use Tax Revolving Fund under the custody of the State Treasurer and shall be distributed as provided by law.

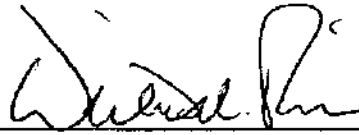
4. The Department shall apply the provisions contained in chapters 82.03, 82.08, 82.12, 82.14, and 82.32 RCW, as the same exist or may hereafter be amended and insofar as the same are applicable to Sales/Use Tax taxes. The Department performs its duties hereunder so that as far as possible the Sales/Use Taxes shall be administered and collected uniformly with the state's sales and use taxes. Rules and regulations adopted by the Department to facilitate the administration and distribution of the local option taxes shall be in accordance with the State Administrative Procedure Act and RCW 82.14.330. Adopted rules and regulations shall have the same force and effect on Sales/Use Taxes insofar as the same are applicable.
5. The City shall have the right from time to time to examine the records of the Department as they concern the City or the taxpayers of the City subject to the aforementioned ordinances or resolutions.
6. The allocation of local sales and use tax collections will be made by the Department to the State Treasurer within thirty (30) days after the due date of the taxable period for which local sales and use taxes are imposed pursuant to ordinances or resolutions. Distribution of taxes to the City shall be made in accordance with RCW 82.14.330.
7. All refunds and credits for local sales and use taxes made by the Department shall be charged to the City.
8. The Department shall require redistribution upon 10 days notice to the affected City, of any tax, distributed to a City or County other than City entitled thereto but such redistribution shall not be made as to amounts originally distributed earlier than six monthly periods prior to the monthly period in which the Department obtains knowledge of the improper distribution.
9. The Department shall provide taxpayer information, documentation and reports to the City in accordance with the disclosure limitations of RCW 82.32.330. Authorized representatives of the City requesting and receiving confidential information will sign a Department Secrecy Clause and comply with RCW 82.32.330.
10. The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration and public understanding of the City Taxes. Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss

matters related to administration and collection of the City taxes.

11. In the event that a dispute arises under this Agreement, either party may elect mediation in which the Department and City shall each individually appoint one member to a Dispute Board and those members shall select a third member. The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the member of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute or otherwise.
12. In the extent permitted by law, the City agrees to defend and hold harmless the Department or the State of Washington from claims that challenge the authority of the City to impose the Sales/Use Taxes as identified in the aforementioned ordinances or resolutions. The City agrees that in the event there shall be a legal challenge to the ordinances or resolutions or otherwise, the Department shall not be obligated to represent the City or otherwise to defend its position in any proceeding relating to such challenge.
13. The allocation of unidentifiable local sales and use tax collections (pool funds) among the various local taxing jurisdictions will be made by the Department to the State Treasurer within thirty (30) days after the due date of the taxable period for which local sales and use taxes are imposed pursuant to ordinances or resolutions.
14. This agreement shall take effect at 12:01 AM, July 1, 1997, and shall thereafter be automatically renewed on December 31, of each year unless one of the parties gives written notice of termination on or before November 1, of each such year. The parties to this agreement will notify each other in a timely manner when they find it necessary to request an amendment to this agreement.

IN WITNESS WHEREOF, the State of Washington, Department of Revenue and the City of Gig Harbor have executed this contract as of the day and year written below.

06/10/97
Date



William N. Rice
Acting Deputy Director
Department of Revenue

Date

Mayor
City of Gig Harbor

Approved as to form: On file
Assistant Attorney General
State of Washington

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 9/30/97

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1	R & M LUSTIG, INC.	CAPTAIN'S TERRACE 4116 HARBORVIEW DR GIG HARBOR WA 98332 0000	078469	A C E
2	GIANG, PHUONG HUE	EMERALD STAR CHINESE RESTAURANT 6687 KIMBALL DR UNIT B GIG HARBOR WA 98335 0000	070891	H
3	PANDA INC.	HUNAN GARDEN RESTAURANT 5500 OLYMPIC DR GIG HARBOR WA 98335 0000	076567	H
4	JU, SUN WOO	KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000	077031	C D
5	THE CAPTAIN'S MATE, INC.	THE CAPTAIN'S KEEP 7807 PIONEER WAY GIG HARBOR WA 98335 0000	079385	F
6	WAMBOLD, KYONG MI WAMBOLD, MARK HENRY	THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000	078190	C D

RECEIVED
JUL 14 1997
CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on SEPTEMBER 30, 1997. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010(8)). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and SEPTEMBER 30, 1997, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor
License Division
Enclosures

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR

RECEIVED

JUL 14 1997

CITY OF GIG HARBOR

WA 983350000



City of Gig Harbor. The "Maritime City."

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

MAYOR'S REPORT

July 28, 1997

PIERCE COUNTY WATERSHED STUDY

Two of Pierce County's three-part series of public meetings on Boats, Marinas and Potential Water-Pollutants have been held as announced at the last Council meeting. The third will be July 31st at Gig Harbor City Hall at 6:30 p.m.

The first meeting focused on a field trip to Walt Williamson's Gig Harbor Marina, a review and report of the success and failure of the pump-out at Arabella's Landing and a review of the BMPs that the Gig Harbor Marina owners created in 1995.

The group was impressed by the successful hazardous waste collection system at Gig Harbor Marina and Boatworks. Mark Rybin, a 17 year employee of the boatworks, convinced Walt Williamson a couple of years ago, that he should address the pollution issue with a collection and disposal plan or risk being shut down by the EPA/DOE. Mark designed the system in operation today and should be congratulated for his foresight and creative ability.

The pump-out process at Arabella's Landing was explained to us by a marina attendant. He told us it is occasionally used when a boat leaves or comes into the marina. He also indicated the importance of an attendant to be present to assist in a vessel tieup and to give instructions for the use of the pump-out. The tie up area is no more than 20' in length. The gangway on the west end and a boat moored on the east make it difficult to access the pump-out.

The group recognized the importance of "access" to the pump-out to encourage the use for which it is intended. Some members of the group asked why it was not in use at the height of the boating season, with over 700 pleasure crafts harbored in marinas on Gig Harbor Bay, and this pump-out being the only one available to the general public.

The second meeting on July 21st focused on the goals, roadblocks, and actions to be considered in anti-pollution draft regulations forthcoming to be considered at the July 31st meeting.

I thanked them for coming to Gig Harbor and indicated my willingness to work together with other groups interested in helping us do the best we can in our continuing effort to maintain a healthy Gig Harbor Bay.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: TOM ENLOW, FINANCE DIRECTOR
DATE: July 23, 1997
SUBJECT: Quarterly Finance Reports

Attached are the quarterly financial reports for the second quarter of 1997.

Total resources, including all revenues and beginning cash balances, are at 49% of the annual budget. Revenues, excluding cash balances, are at 28% of the annual budget while expenditures are at 18%.

Overall General Fund revenues (excluding beginning balance) are at 44% of budget. Our sales tax receipts for the quarter included one partial and one full month of sales from the Westside. The receipts were 23% and 45% higher, respectively, than the previous year. Although this isn't very much data to project from, we should easily make our budget of \$1.8 million of sales tax receipts. We have received approximately 50% of budgeted property taxes and 50% of unbudgeted diverted road taxes. Together, this amounts to 77% of budgeted property taxes. As noted in the previous quarterly report, the \$366,000 of unbudgeted diverted road taxes must be used in the Street fund, but we have considerable leeway in the use of other General Fund resources budgeted to be transferred to the Street Fund.

General Fund expenditures are at 46% of budget. Non-departmental has expended 71% of budget since the \$500,000 transfer to Property Acquisition and the \$100,000 transfer to '91 GO Bonds – Soundview have been made. Admin/Finance has expended 52% of budget because legal fees for January through April are at \$79,309, or 66% of budget. Other departments are below 50% of budgeted expenditures.

Street revenues are only 6% and expenditures 8% of budget because of the \$3.6 million of projects, and \$3.5 million of related revenue and transfers, which have not yet begun.

We have received \$3,636 in Hotel-Motel taxes, which is 253% of budget. As the new motels open, this will become a significant revenue source. The state legislature tied so many strings to the use of the tax this year that any proposed expenditure will require careful analysis.

Water and Sewer revenues are 45% and 44% of budget, which is better than usual for this time of year. Water expenditures are 21% of budget while Sewer expenditures are 36%. The traditional increase in revenues in the 3rd and 4th quarters may provide enough resources for Sewer to accomplish all its objectives. We will continue to monitor sewer expenditures.

Cash balances appear adequate in all funds. A budget amendment will be necessary to appropriate funds for the internal financing of the vector truck. The admin/finance budget may also need to be increased for legal fees.

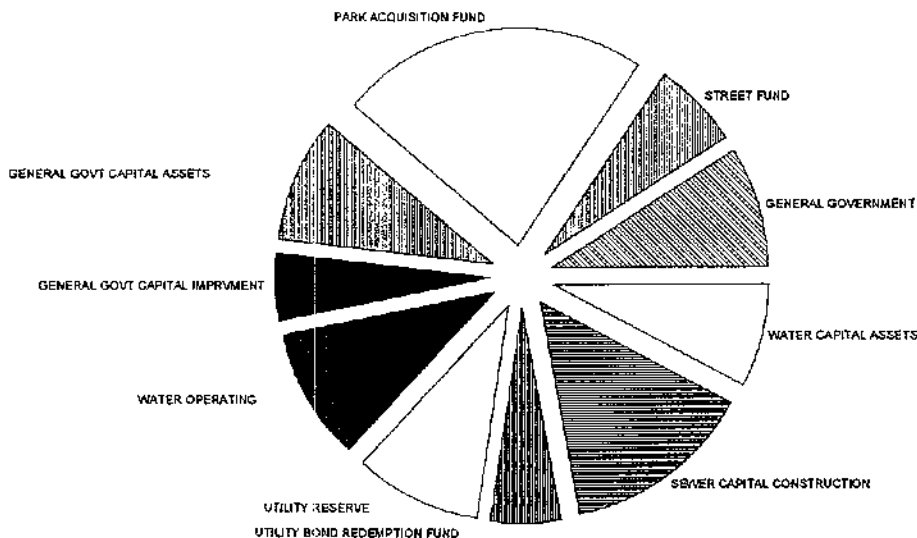
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF JUNE 30, 1997**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$823,100	\$1,400,676	\$1,719,534	(\$37,621)	\$466,621
101	STREET FUND	282,357	301,174	241,163	(7,641)	334,726
105	DRUG INVESTIGATION FUND	13,467	318	313	(1,466)	12,007
107	HOTEL-MOTEL FUND	4,399	3,801	140	-	8,060
109	PARK ACQUISITION FUND	682,058	520,434	4,478	-	1,198,014
200	'78 GO BONDS - FIRE	7,702	186	5,000	-	2,888
201	'75 GO BONDS - SEWER	5,103	137	-	-	5,241
203	'87 GO BONDS - SEWER CONSTR	38,389	109,266	16,663	(85)	130,908
208	91 GO BONDS - SOUNDVIEW DRIVE	6,756	100,510	23,595	(88)	83,583
301	GENERAL GOVT CAPITAL ASSETS	450,098	31,941	-	-	482,039
305	GENERAL GOVT CAPITAL IMPRVMEN	236,081	26,179	-	-	262,261
401	WATER OPERATING	386,580	284,724	161,940	23	509,387
402	SEWER OPERATING	65,477	411,970	380,539	(16,001)	80,908
407	UTILITY RESERVE	474,937	11,563	-	-	486,500
408	UTILITY BOND REDEMPTION FUND	300,085	21,861	114,119	64,828	272,654
410	SEWER CAPITAL CONSTRUCTION	574,229	168,138	12,077	5,310	735,600
411	STORM SEWER OPERATING	48,865	58,281	68,996	(2,876)	35,273
420	WATER CAPITAL ASSETS	406,475	29,344	36,095	(215)	399,503
605	LIGHTHOUSE MAINTENANCE TRUST	3,434	80	788	(205)	2,520
631	MUNICIPAL COURT	0	23,778	23,778	-	0
801	CLEARING CLAIMS	0	-	-	-	0
		<u>\$4,809,592</u>	<u>\$3,504,360</u>	<u>\$2,809,217</u>	<u>\$3,963</u>	<u>\$5,508,697</u>

**COMPOSITION OF CASH AND INVESTMENTS
AS OF JUNE 30, 1997**

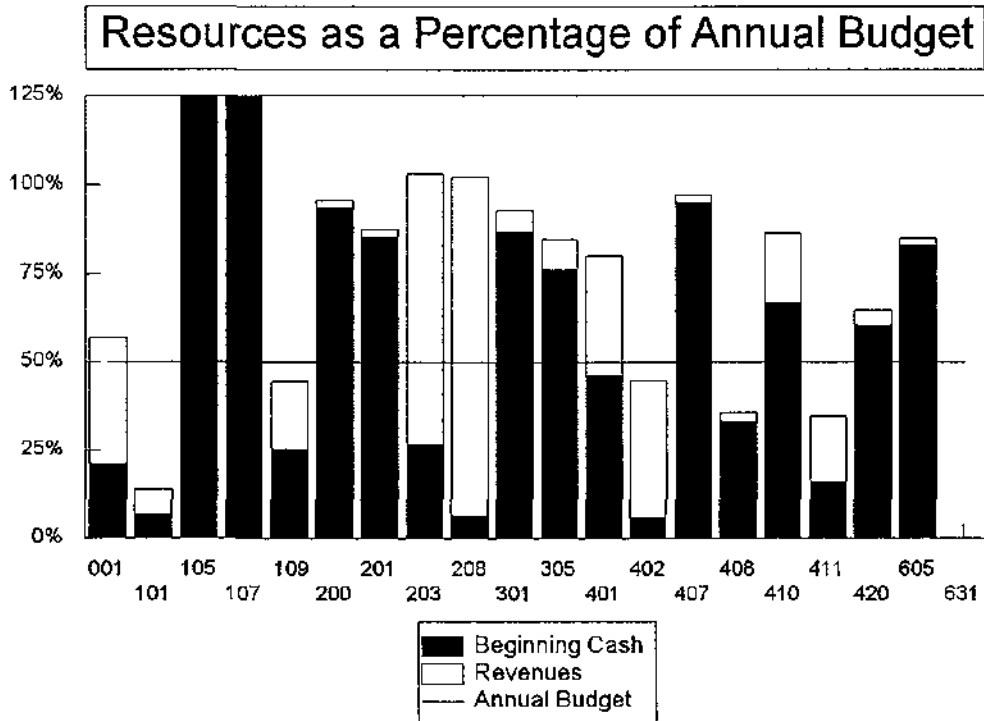
	MATURITY	RATE	BALANCE
CASH ON HAND			\$300
CASH IN BANK		1.49%	54,980
LOCAL GOVERNMENT INVESTMENT POOL		5.52%	4,961,838
STUDENT LOAN MKT ASSN (SALLY MAE)	06/01/98	6.10%	491,580
			<u>\$5,508,697</u>

Ending Cash Balances By Fund No.



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING JUNE 30, 1997**

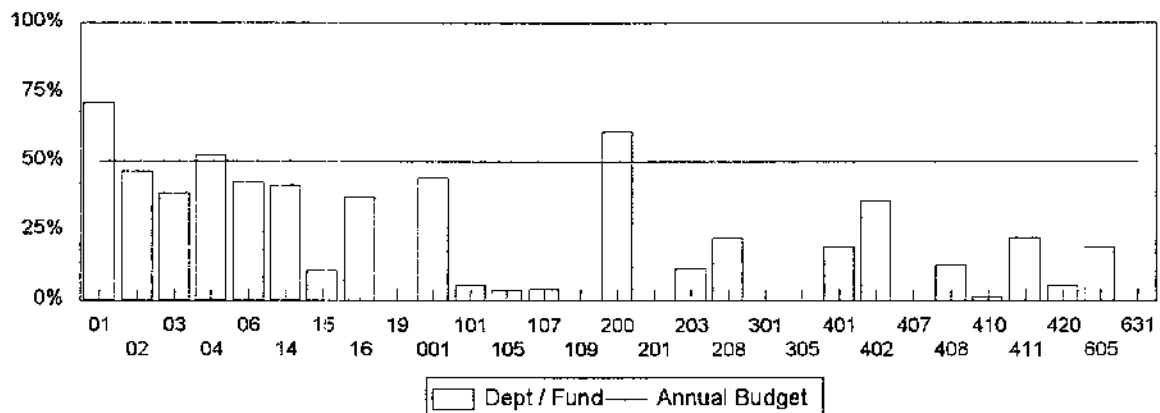
FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$3,896,821	\$2,223,776	\$1,673,045	57.07%
101	STREET FUND	4,212,574	583,531	3,629,043	13.85%
105	DRUG INVESTIGATION FUND	8,200	13,785	(5,585)	168.11%
107	HOTEL-MOTEL FUND	3,500	8,200	(4,700)	234.29%
109	PARK ACQUISITION FUND	2,700,000	1,202,492	1,497,508	44.54%
200	'78 GO BONDS - FIRE	8,250	7,888	362	95.62%
201	'75 GO BONDS - SEWER	6,000	5,241	759	87.34%
203	'87 GO BONDS - SEWER CONSTR	143,200	147,655	(4,455)	103.11%
208	91 GO BONDS - SOUNDVIEW DRIVE	105,000	107,266	(2,266)	102.16%
301	GENERAL GOVT CAPITAL ASSETS	520,000	482,039	37,961	92.70%
305	GENERAL GOVT CAPITAL IMPROVEMENT	310,000	262,261	47,739	84.60%
401	WATER OPERATING	838,100	671,304	166,796	80.10%
402	SEWER OPERATING	1,065,744	477,447	588,297	44.80%
407	UTILITY RESERVE	500,000	486,500	13,500	97.30%
408	UTILITY BOND REDEMPTION FUND	896,786	321,946	574,840	35.90%
410	SEWER CAPITAL CONSTRUCTION	860,000	742,367	117,633	86.32%
411	STORM SEWER OPERATING	307,000	107,145	199,855	34.90%
420	WATER CAPITAL ASSETS	671,000	435,818	235,182	64.95%
605	LIGHTHOUSE MAINTENANCE TRUST	4,150	3,514	636	84.67%
631	MUNICIPAL COURT	-	23,778	(23,778)	NA
		\$17,056,325	\$8,313,952	\$8,742,373	48.74%



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING JUNE 30, 1997**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$951,464	\$677,988	\$273,476	71.26%
02	LEGISLATIVE	19,000	8,799	10,201	46.31%
03	MUNICIPAL COURT	248,395	96,047	152,348	38.67%
04	ADMINISTRATIVE/FINANCIAL	405,450	210,746	194,704	51.98%
06	POLICE	1,120,397	476,971	643,426	42.57%
14	COMMUNITY DEVELOPMENT	354,622	146,718	207,904	41.37%
15	PARKS AND RECREATION	560,550	58,622	501,928	10.46%
16	BUILDING	117,000	43,643	73,357	37.30%
19	ENDING FUND BALANCE	119,693	-	119,693	-
001	TOTAL GENERAL FUND	3,896,571	1,719,534	2,177,037	44.13%
101	STREET FUND	4,212,574	241,163	3,971,411	5.72%
105	DRUG INVESTIGATION FUND	8,200	313	7,887	3.81%
107	HOTEL-MOTEL FUND	3,500	140	3,360	4.00%
109	PARK ACQUISITION FUND	2,700,000	4,478	2,695,522	0.17%
200	'78 GO BONDS - FIRE	8,250	5,000	3,250	60.61%
201	'75 GO BONDS - SEWER	6,000	-	6,000	-
203	'87 GO BONDS - SEWER CONSTR	143,200	16,663	126,538	11.64%
208	91 GO BONDS - SOUNDVIEW DRIVE	105,000	23,595	81,405	22.47%
301	GENERAL GOVT CAPITAL ASSETS	520,000	-	520,000	-
305	GENERAL GOVT CAPITAL IMPROVEME	310,000	-	310,000	-
401	WATER OPERATING	838,100	161,940	676,160	19.32%
402	SEWER OPERATING	1,065,744	380,539	685,205	35.71%
407	UTILITY RESERVE	500,000	-	500,000	-
408	UTILITY BOND REDEMPTION FUND	896,787	114,119	782,668	12.73%
410	SEWER CAPITAL CONSTRUCTION	850,000	12,077	837,923	1.42%
411	STORM SEWER OPERATING	307,000	68,996	238,004	22.47%
420	WATER CAPITAL ASSETS	671,000	36,095	634,905	5.38%
605	LIGHTHOUSE MAINTENANCE TRUST	4,150	788	3,362	19.00%
631	MUNICIPAL COURT	-	23,778	(23,778)	NA
		\$17,046,076	\$2,809,217	\$14,236,859	16.48%

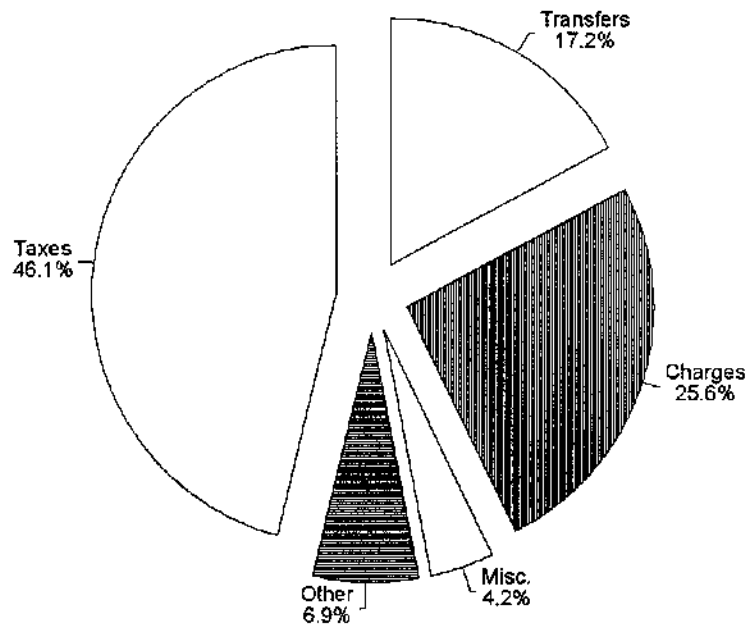
Expenditures as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING JUNE 30, 1997**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$1,616,695
Licenses and Permits	52,048
Intergovernmental	112,979
Charges for Services	896,315
Fines and Forfeits	32,663
Miscellaneous	146,946
Non-Revenues	45,250
Transfers and Other Sources of Funds	601,465
Total Revenues	3,504,360
Beginning Cash Balance	4,809,592
Total Resources	<u>\$8,313,952</u>

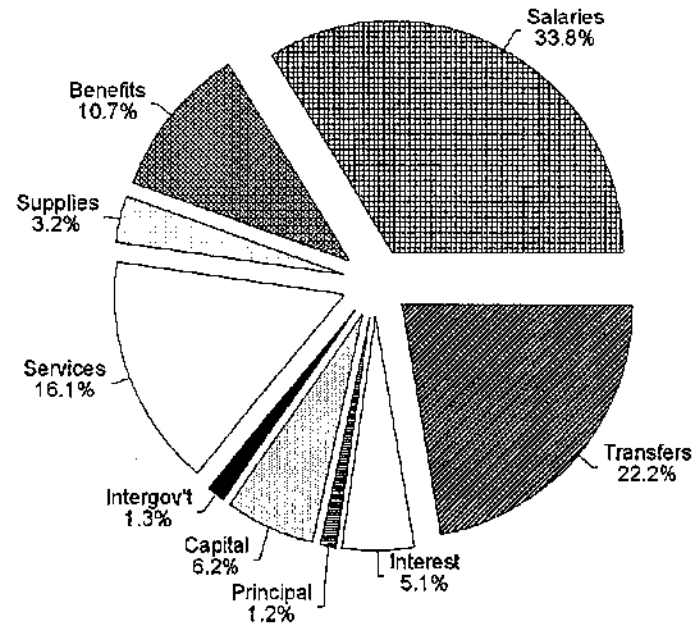
Revenues by Type - All Funds



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING JUNE 30, 1997**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$950,860
Personnel Benefits	300,572
Supplies	91,091
Services and Other Charges	453,509
Intergovernmental Services and Charges	37,286
Capital Expenditures	175,363
Principal Portions of Debt Payments	32,501
Interest Expense	144,117
Transfers and Other Uses of Funds	623,918
Total Expenditures	2,809,217
Ending Cash Balance	5,508,697
Total Uses	<u>\$8,317,915</u>

Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 1997**

	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	\$5,317	\$3,656	\$132	\$88	\$13,129	\$5,283	\$2,874	\$28	\$25,190
INVESTMENTS	461,304	331,070	11,875	7,972	1,184,885	476,756	259,387	2,493	2,274,437
RECEIVABLES	19,369	13,142	-	-	-	-	-	-	13,142
FIXED ASSETS	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	\$485,990	\$347,868	\$12,007	\$8,060	\$1,198,014	\$482,039	\$262,261	\$2,520	\$2,312,768
LIABILITIES									
CURRENT	\$6,841	\$3,000	-	-	(\$0)	-	-	-	\$3,000
LONG TERM	8,810	8,810	-	-	-	-	-	-	8,810
TOTAL LIABILITIES	15,651	11,810	-	-	(0)	-	-	-	11,810
FUND BALANCE:									
BEGINNING OF YEAR	789,196	276,047	12,002	4,399	682,058	450,098	236,081	3,229	1,663,913
Y-T-D REVENUES	1,400,676	301,173.91	318	3,801	520,434	31,941	26,179	80	883,927
Y-T-D EXPENDITURES	(1,719,534)	(241,163)	(313)	(140)	(4,479)	-	-	(788)	(246,882)
ENDING FUND BALANCE	470,339	336,058	12,007	8,060	1,198,014	482,039	262,261	2,520	2,300,959
TOTAL LIAB. & FUND BAL.	\$485,990	\$347,868	\$12,007	\$8,060	\$1,198,014	\$482,039	\$262,261	\$2,520	\$2,312,768

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 1997

DEBT SERVICE

	200	201	203	208	TOTAL
	78 GO BONDS FIRE	75 GO BONDS SEWER	87 GO BONDS SEWER CONST	91 GO BONDS SOUNDVIEW DR	DEBT SERVICE
CASH	\$32	\$57	\$1,435	\$916	\$2,440
INVESTMENTS	2,857	5,183	129,473	82,667	220,180
RECEIVABLES	-	-	6,736	-	6,736
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	\$2,888	\$5,241	\$137,644	\$83,583	\$229,356
LIABILITIES					
CURRENT	-	\$5,000	-	(\$0)	\$5,000
LONG TERM	-	-	4,516	-	4,516
TOTAL LIABILITIES	-	5,000	4,516	(0)	9,516
FUND BALANCE:					
BEGINNING OF YEAR	7,702	103	40,525	6,668	54,998
Y-T-D REVENUES	186	137	109,266	100,510	210,099
Y-T-D EXPENDITURES	(5,000)	-	(16,663)	(23,595)	(45,258)
ENDING FUND BALANCE	2,888	241	133,128	83,583	219,840
TOTAL LIAB. & FUND BAL.	\$2,888	\$5,241	\$137,644	\$83,583	\$229,356

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 1997**

	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	TOTAL PROPRIETARY
CASH	\$5,574	\$972	\$1,022	\$1,911	\$8,061	\$415	\$4,378	\$22,333
INVESTMENTS	503,812	79,936	485,478	270,744	727,539	34,858	395,130	2,497,496
RECEIVABLES	75,868	109,166	1,550	2,468,390	50,387	15,490	-	2,720,850
FIXED ASSETS	1,796,036	6,775,654	-	-	2,545,514	572,590	-	11,689,794
OTHER	-	-	-	24,883	-	-	-	24,883
TOTAL ASSETS	\$2,381,291	\$6,965,728	\$488,050	\$2,765,927	\$3,331,500	\$623,353	\$399,508	\$16,955,357
LIABILITIES								
CURRENT	\$0	-	-	\$422,530	\$895,731	-	-	\$1,318,261
LONG TERM	18,939	72,741	-	3,068,000	-	9,761	-	3,169,440
TOTAL LIABILITIES	18,939	72,741	-	3,490,530	895,731	9,761	-	4,487,701
FUND BALANCE:								
BEGINNING OF YEAR	2,239,568	6,861,556	476,487	(617,586)	2,279,708	624,308	406,260	12,270,301
Y-T-D REVENUES	284,724	411,970	11,563	7,102	168,138	58,281	29,344	971,122
Y-T-D EXPENDITURES	(161,940)	(380,539)	-	(114,119)	(12,077)	(68,996)	(36,095)	(773,767)
ENDING FUND BALANCE	2,362,352	6,892,987	488,050	(724,603)	2,435,769	613,592	399,508	12,467,656
TOTAL LIAB. & FUND BAL.	\$2,381,291	\$6,965,728	\$488,050	\$2,765,927	\$3,331,500	\$623,353	\$399,508	\$16,955,357

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 1997

	FIDUCIARY	ACCOUNT GROUPS		TOTAL ACCOUNT GROUPS
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	
CASH	-	-	-	-
INVESTMENTS	-	-	-	-
RECEIVABLES	-	-	-	-
FIXED ASSETS	-	5,765,376	-	5,765,376
OTHER	-	-	1,260,964	1,260,964
TOTAL ASSETS	-	\$5,765,376	\$1,260,964	\$7,026,341
LIABILITIES				
CURRENT	-	-	-	-
LONG TERM	-	-	1,260,964	1,260,964
TOTAL LIABILITIES	-	-	1,260,964	1,260,964
FUND BALANCE:				
BEGINNING OF YEAR	-	5,765,376	-	5,765,376
Y-T-D REVENUES	-	-	-	-
Y-T-D EXPENDITURES	-	-	-	-
ENDING FUND BALANCE	-	5,765,376	-	5,765,376
TOTAL LIAB. & FUND BAL.	-	\$5,765,376	\$1,260,964	\$7,026,341

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF JUNE 30, 1997

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL LL FUND TYPES
ASSETS								
CASH	\$5,317	\$25,190	\$2,440	\$32,947	\$22,333	-	-	\$55,280
INVESTMENTS	461,304	2,274,437	220,180	2,955,922	2,497,496	-	-	5,453,418
RECEIVABLES	19,369	13,142	6,736	39,246	2,720,850	-	-	2,760,096
FIXED ASSETS	-	-	-	-	11,689,794	-	5,765,376	17,455,170
OTHER	-	-	-	-	24,883	-	1,260,964	1,285,848
TOTAL ASSETS	\$485,990	\$2,312,768	\$229,356	\$3,028,114	\$16,955,357	-	\$7,026,341	\$27,009,812
LIABILITIES								
CURRENT	6,841	3,000	5,000	14,841	1,318,261	-	-	1,333,102
LONG TERM	8,810	8,810	4,516	22,136	3,169,440	-	1,260,964	4,452,540
TOTAL LIABILITIES	15,651	11,810	9,516	36,977	4,487,701	-	1,260,964	5,785,642
FUND BALANCE:								
BEGINNING OF YEAR	789,196	1,663,913	54,998	2,508,108	12,270,301	-	5,765,376	20,543,785
Y-T-D REVENUES	1,400,676	883,927	210,099	2,494,703	971,122	-	-	3,465,824
Y-T-D EXPENDITURES	(1,719,534)	(246,882)	(45,258)	(2,011,673)	(773,767)	-	-	(2,785,440)
ENDING FUND BALANCE	470,339	2,300,959	219,840	2,991,138	12,467,656	-	5,765,376	21,224,170
TOTAL LIAB. & FUND BAL.	\$485,990	\$2,312,768	\$229,356	\$3,028,114	\$16,955,357	-	\$7,026,341	\$27,009,812