

# **Gig Harbor City Council Meeting**

**October 27, 2003  
7:00 p.m.**



**"THE MARITIME CITY"**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
October 27, 2003 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**SWEARING IN CEREMONY:** Reserve Officers Lori Myers and Shauna Goller.

**PUBLIC HEARING:** 2004 General Fund Revenue Sources.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of October 13, 2003.
2. Correspondence / Proclamations:
  - a. World Cultural Interaction Day – Takuma, Japan.
  - b. World Cultural Interaction Day – Beijing, China.
  - c. Trick or Treat for Unicef Week.
3. Interlocal Mutual Aid Agreement for Traffic Safety Emphasis Patrols.
4. Cushman Trailhead Boundary and Topographic Survey.
5. Borgen Boulevard Roundabout – Ohio Casualty Group, Release of All Claims.
6. Approval of Payment of Bills for October 27, 2003.  
Checks #41481 through #41603 in the amount of \$331,020.70.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Vacation of Rust Street – Sorensen.
2. Revised Legal Description – North Donkey Creek Annexation (ANX 03-03).

**NEW BUSINESS:**

1. First Reading of Ordinance – 2003 Property Tax Levy.
2. 36<sup>th</sup> Street / Point Fosdick intersection Improvement Project – Phase I.

**STAFF REPORT:**

1. David Rodenbach, Finance Director – 3<sup>rd</sup> Quarter Financial Report.
2. GHPD – September Stats.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

Budget Worksessions: November 3<sup>rd</sup> and 4<sup>th</sup>, 6:30 p.m.

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30.110(1)(b).

**ADJOURN:**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**  
**DATE: OCTOBER 18, 2003**  
**SUBJECT: PUBLIC HEARING – REVENUE SOURCES - 2004 GENERAL FUND BUDGET**

**INTRODUCTION**

Chapter 251, Laws of 1995 (RCW 84.55.120) requires a public hearing on revenue sources for the next year's general fund budget. The hearing must include considerations of possible increases in property tax revenues.

**General Fund Revenue Summary**

Revenue Source	2002	2003 Estimated balances	2004
Property Taxes	\$306,963	\$322,000	\$336,913
Sales Tax	3,517,545	3,779,000	3,892,500
Other Taxes	1,076,079	1,095,762	1,119,418
Licenses and Permits	358,739	326,300	334,600
Intergovernmental Revenues	96,207	103,573	480,775
Charges for Services	166,341	150,878	101,000
Fines and Forfeits	77,919	80,889	80,000
Miscellaneous Revenues	107,822	1,088,508	84,200
<b>Total Revenues</b>	<b>5,707,615</b>	<b>6,946,910</b>	<b>6,429,406</b>
Beginning Fund Balance	2,966,402	2,609,808	1,954,295
<b>Total Resources</b>	<b>\$8,674,017</b>	<b>\$9,556,718</b>	<b>\$8,383,700</b>

## GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 13, 2003

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

**CALL TO ORDER:** 7:03 p.m.

### **PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING:** Hazen Annexation Request.

Mayor Wilbert opened the public hearing at 7:05 p.m. John Vodopich, Community Development Director, presented this proposed annexation of property located east of Soundview Drive and north of 64th Street. He explained that Council met with the Hazens in June 23rd of this year and made recommendations to modify the boundaries of the annexation area. Council then approved the modified legal description in August and authorized the circulation of the petition for annexation. The petition was subsequently certified by the Pierce County Office of the Assessor-Treasurer and Pierce County Auditor as being legally sufficient. John added that Council should have received several pieces of correspondence regarding the annexation and gave an overview of the content of the mail. He added that this morning, he received an additional notice of intent to commence annexation proceedings for property adjacent to the Hazen Annexation. He explained that Council had the option to accept the petition as presented or decide to modify the boundaries to include the newly proposed annexation. He cautioned that this would start the process over.

Councilmember Ruffo asked if the citizen with a new septic system would be allowed to continue its use, or would be required to hook up to the city sewer system. John explained that the code provides for working septic systems, and although it doesn't specifically address newly annexed areas, it states that within 120 days of notice from the city, the property owners within 200 feet are required to hook up. He added that the ordinance speaks to city installed and city paid for utilities. The provision may not apply in this case because the cost of the sewer system would be paid by the developer. He said that an alternative would be for Council to direct staff to not send out the notice.

Mark Hoppen, City Administrator, explained that over a decade ago, Council made a motion to not require newly annexed properties to hook up to the city system. He asked clarification of this policy.

Ron Hardy – 6520 27<sup>th</sup> Ave NW. Mr. Hardy said that he is part owner in two parcels in the proposed annexation. He asked about notification requirements, explaining that he had not received anything about the public hearing. John Vodopich said that all property owners within 300 feet of the property had been sent notification. Mr. Hardy gave a history of previous annexation efforts and how he hired a hydraulic engineer to address concerns of surface water run-off. He said that at the time, the engineer faulted

the County for allowing homes to be built on that hillside because of the drainage issues. Mr. Hardy explained that 27 years ago he drafted an easement to prevent the running of utilities through the greenbelt and causing water damage to his property. He continued to discuss other damage in that area caused by surface-water runoff and the potential for future damage. Mr. Hardy said that he has no plan to grant an easement for the continuation of the sewer line.

John Vodopich explained that in accordance to state statute, notice had been posted in three conspicuous places on the property and legal notice was published twice in the Gateway. He located Mr. Hardy's name and address on the affidavit of mailing for the notice that was sent to property owners within 300 feet of the proposed annexation on September 25th.

Gary Kucinski – 6650 Cascade Avenue. Mr. Kucinski said that he owns the last lot on the west side of Cascade Avenue. He voiced his concern that if the sewer that terminates at the end of Cascade is extended to the newly annexed area, it would damage his aggregate driveway. He said he would like assurance that these improvements would be restored. He then asked if there had been any pre-annexation zoning discussions for this proposal and when construction of the sewer-line extension could be expected.

John Vodopich explained that the petition stipulates that the area would be a R-1 zoning. He then said that the Sewer Comprehensive Plan had been amended to allow the extension of this sewer line through to 64<sup>th</sup> Street, adding that the Hazen's had shown an interest in subdividing the property, but it would be up to the developers to obtain any necessary easements to continue the sewer line. John said that there is no time frame for the construction of a line. In answer to Mr. Kucinski's concern with replacement of his driveway, John asked if he had obtained the proper encroachment permits for construction of the improvements. Mr. Kucinski explained that the city had approved the building plans showing the improvements. John said that the contractor would be required to restore his driveway improvements.

Dan Bailey – 6421 27<sup>th</sup> Ave. NW. Dr. Bailey explained that the hillsides located on the high-bank waterfront properties directly below the proposed annexation area are sloughing. He said that he too had hired a hydraulic engineer and consulted with Pierce County to check the surface water drainage. His major concern with development of the proposed annexed property is how the runoff of the surface water will be handled.

He said that he had organized the neighbors on the high bank who are interested in an annexation effort. He said that the properties are outlined in the letter that had been distributed to Council. He explained that he is not opposed to the annexation as long as the city takes responsibility to protect the high bank from surface water runoff.

John Vodopich said that the city's stormwater guidelines are more restrictive than those of Pierce County.

Linda Hazen – 2811 64<sup>th</sup> Street. Ms. Hazen said she wanted to address some misinformation. She said that she met with neighbors of Dr. Bailey to explain that if they request to be added to this annexation proposal, it will delay the process several months. She said that she offered to help them in any way possible to move forward with their own, separate process. Ms. Hazen said that there seems to be a negative feeling surrounding the sale of their property. She gave a brief overview of process that led to the decision to sell part of their property to cover the cost of the extension of the sewer line. Councilmember Ruffo asked if the issue of easements had been explored. Ms. Hazen said that they have spoken with the Carlson's, owners of the greenbelt who are willing to grant the easement.

Mike Shipman – 6516 27<sup>th</sup> Ave. Mr. Shipman said he lives just below the Hazen property and is the proud owner of the Glenden Biosystem, which cost \$18,000 when he built his house five years ago. He spoke in support of the annexation, adding that he has the same concerns with surface water runoff. Mr. Shipman said that he would be willing to support the effort for a sewer system as it is the right thing to do.

Janie Michaelson 6511 27<sup>th</sup> Ave NW. Ms. Michaelson said she wanted clarify that those property owners recently organized to annex do not wish to delay the Hazen Annexation. She explained that when the neighbors saw that the Hazen Annexation would split 27<sup>th</sup> down the middle, they decided to consider their own annexation petition. She said there was some miscommunication regarding submitting the paperwork by this evening.

Ron Hardy. Mr. Hardy said that because the neither the city nor the county have a definition of a greenbelt, it is up to the person that writes the greenbelt to determine its use. He said that when he wrote the greenbelt, it was not intended for a utility easement. He stressed that at the 20-30 foot depth required to install the line, it would take the entire width of the easement. He said that during the last annexation effort, representatives from the city and county were present when his hydraulic engineer recommended that the city or the developer accept full responsibility for the damages incurred to Mr. Hardy's property if a utility line was placed in the easement. Mr. Hardy said that neither the county nor the city was willing to sign such an agreement.

Charles Knowles. Mr. Knowles asked how this annexation would affect the domestic water supply. Mark Hoppen explained that nothing would change.

Linda Hazen. Ms. Hazen apologized to Janie Michaelson for the misunderstanding.

There were no further comments and the Mayor closed the public hearing at 7:57 p.m.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of September 22, 2003.
2. Correspondence / Proclamations: a. Emergency Preparedness b. QwestDex.

3. Liquor License Renewals; Maritime Mart, JT's Original BBQ, Finholm's Market, Gig Harbor Chevron.
4. Approval of Payment of Bills for October 13, 2003.  
Checks #41293 through #41480 in the amount of \$428,196.31.
5. Approval of Payroll for the month of September.  
Checks #2807 through #2865 and direct deposits in the amount of:  
\$247,802.62.

**MOTION:** Move to approve the consent agenda as presented.  
Ekberg / Picinich – unanimously approved.

**OLD BUSINESS:**

1. Resolution – Hazen Annexation (03-02). John Vodopich explained that the resolution would accept the annexation petition as proposed. He said that Council could propose a geographic amendment to the boundary, which would start the process over.

**MOTION:** Move to adopt Resolution No. 616 accepting the annexation petition for the Hazen Annexation (ANX 03-02) and further refer it to the Pierce County Boundary Review Board for consideration.

Councilmember Franich asked if it would be appropriate to make a motion that clarifies that property owners in newly annexed areas would not be required to hook up to city services. Mark said that a motion to direct staff to return with a resolution for consideration would be sufficient.

Councilmember Young commented that it appears that most people are not opposed to the annexation, but development of the property. He added that this would be handled in a different forum. He said that he saw no reason to deny the application.

Councilmember Ruffo said he was concerned with Mr. Hardy's comments regarding the impact of extending the utility line and the impact on his property. John Vodopich explained that even though it would be a developer-funded improvement, any utility installation would have to comply with the city's Public Works Standards and be subject to city inspection.

Councilmember Dick said that he too shared concerns regarding the stormwater, but agreed with Councilmember Young that the problem would be better mitigated by following city standards. He reinforced that the decision before Council is not for development, but for annexation of the properties. John Vodopich added that the developer would be required to submit geotechnical information.

**RESTATED MOTION:** Move to adopt Resolution No. 616 accepting the annexation petition for the Hazen Annexation (ANX 03-02) and further refer it to the Pierce County Boundary Review Board for consideration.

Dick / Ekberg – unanimously approved.

**MOTION:** Move to direct staff to bring a resolution for consideration that will address newly annexed property and the requirement to connect to city services.  
Franich / Ruffo – unanimously approved.

2. Second Reading of Ordinance – Latecomer Agreements. John Vodopich presented this agreement regarding the collection of latecomers' agreements. He explained that the City may contract with owners of real estate for the construction of certain utility facilities within City limits or within ten miles of the City's corporate limits, to connect such facilities to the public water or sewer system and serve the area in which the real estate is located. He recommended that this ordinance be adopted to incorporate a formal process for the approval of such contracts, or latecomer agreements in the City's code.

**MOTION:** Move to adopt Ordinance No. 942 as presented.  
Picinich / Ruffo - unanimously approved.

**NEW BUSINESS:**

Mayor Wilbert explained that Councilmember Young requested that agenda item number one under New Business, Nomination to Growth Management and Transportation Policy Board, be pulled from the agenda as the nomination comes from the Pierce County Regional Council, not the Gig Harbor City Council.

1. First Reading of Ordinance – Vacation of Rust Street – Sorensen. John Vodopich presented this request by the Sorensen's to vacate a portion of Rust Street, which is part of the Artena Plat. This portion of Rust Street was platted in Pierce County in 1891 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The city's ability to open this portion of Rust Street is barred by lapse of time and the city has no interest in the street. In order to ensure that this portion of Rust Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the city vacate the street. This ordinance will return for a second reading at the next meeting.

3. Sanitary Sewer Facilities Maintenance Agreement – Horizon West. John Vodopich explained that a condition of approval of the Utility Extension Agreement for the plat of Horizon West is to execute a Maintenance Agreement for sewer service. This agreement will ensure the system will be constructed, operated and maintained in accordance with the approved plans and all applicable rules and regulations. The city will not be responsible for the operation and maintenance of this system.

**MOTION:** Move to approve the Sanitary Sewer Facilities Maintenance Agreement with Horizon West.  
Picinich / Ekberg – unanimously approved.



4. Extension of Closing Date – Hific Six Associates. Mark Hoppen, City Administrator, explained that due to wetlands assessment currently in progress, the closing date to the purchase and sales agreement with Hific Six Associates needs to be extended to October 30. The closing date extension was signed in order to fix the date and retain the terms of the purchase and sale agreement, but requires Council ratification.

**MOTION:** Move to approve the extension of the closing date to the purchase and sale agreement with Hific Six Associates to October 30th.  
Ruffo / Picinich - unanimously approved.

5. 36<sup>th</sup> / Point Fosdick Agreement for Intersection Improvements. John Vodopich explained that the settlement agreement between the City and the State requires the Washington State Department of Transportation (WSDOT) to construct an exclusive left turn lane for southbound or eastbound travel from Point Fosdick Drive to 36th Avenue, installation of a traffic signal when traffic signal warrants are met, and the acquisition of right of way for the left turn lane. He said that completion of the improvements is required prior to the opening of the new Tacoma Narrows Bridge. It was the unanimous consensus of the Public Works Committee to make recommendation to the City Council to proceed with the construction of a modern day roundabout at this intersection.

Under the terms of this agreement, the originally proposed left turn and signal intersection improvements and right of way acquisition will not be completed by the State. In consideration for this deferral, the City will now be the lead agency responsible for the design, right of way acquisition, SEPA, construction, and inspection of the roundabout at this intersection. In consideration of this change, the City will receive a lump sum payment of three hundred and thirty thousand dollars (\$330,000.00) from WSDOT. This agreement further stipulates if the City does not award a contract for construction of a roundabout on or before September 5, 2005, the City shall return the money to WSDOT, unless the parties agree to extend this deadline through a supplemental agreement.

Councilmember Franich indicated that he doesn't support the agreement because it limits the options to a roundabout.

Mark Hoppen gave a history of the process, explaining that this intersection was not subject to mitigation. However, after negotiation, the Department of Transportation was convinced to assist in improvements. He continued to explain that the use of a traffic light works when there is equal traffic coming from all directions, but in the case of this particular intersection, the roundabout is a superior design.

Councilmember Owel asked if a roundabout would be sufficient to address the traffic problem. Mark answered that engineers from three jurisdictions all agreed that this would be the best solution.

Councilmember Young praised the efforts of Steve Misiurak for negotiating the \$330,000. He added that there is no scientific reason for WSDOT or Pierce County to contribute to improvements at this intersection.

Councilmember Dick explained that rather than waiting for the city to come back to ask for money later, WSDOT decided to participate now. He added that Pierce County is also willing to help, and the amount of money being offered will allow a solution that will also accommodate the traffic if 36<sup>th</sup> is extended.

Walt Smith – 19216 Vaughn. Mr. Smith explained that he was a previous property owner on the Westside, and has watched the traffic increase. He said that he salutes the city for going forward to gather the funds. He urged Council to go one step further and extend 36<sup>th</sup>, which would give the Point Fosdick area a “back door.” He explained that a citizens group appointed by the County Commissioner to make recommendations for that area overwhelmingly voted for the extension of 36<sup>th</sup>, but the plans were subsequently shot down. Mr. Smith, speaking on a previous agenda item, complimented city staff for their cooperation during the process for the Horizon West Facilities Maintenance Agreement.

**MOTION:** Move to authorize the Mayor to sign the approval of the 36th/Point Fosdick Agreement for Intersection Improvements with the Washington State Department of Transportation as presented. Ruffo / Picinich - five voted in favor. Councilmembers Franich and Owel voted against the motion.

**STAFF REPORTS:**

John Vodopich, Community Development Director - Park Signage. John explained that City staff would like to purchase and install new park signs at the Skansie, Donkey Creek and Jerisich parks. Funds are available within the Park budget for these purchases. Mark Hoppen gave a history of the signage and the choice to work with Toby signs. He said that in the future, staff would seek additional bids.

**PUBLIC COMMENT:**

Julie Tappero, 15221 14<sup>th</sup> Ave. Ms. Tappero explained that she is the new President of the Chamber of Commerce and introduced Kim Hails, the Executive Director. She praised the efforts by Council to maintain Gig Harbor as a good place to be in business and offered to partner with the city on any upcoming issues or challenges. She said that the Chamber has a great relationship with Mark Hoppen, Mayor Wilbert and Laureen Lund.

Mayor Wilbert said that she would like to involve the Chamber in the city's efforts to develop a Town Around Bus system.

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

Councilmember Owel asked for an update on the progress for the ordinance on dangerous animals. Mark Hoppen explained that two drafts had been developed. Carol

Morris said that she and Steve Osguthorpe were reviewing the documents and an ordinance would be brought to Council in the near future.

Councilmember Franich inquired about the Certified Local Government process. Mark Hoppen explained that Steve Osguthorpe met with representatives of the CLG and has forwarded a draft ordinance to Carol for review.

Mayor Wilbert asked for assistance from the Chamber of Commerce to get the word out to the local businesses regarding an upcoming Emergency Preparedness for Businesses meeting. Ms. Hails said that the notice had already been distributed.

**EXECUTIVE SESSION:** For the purpose of discussing pending litigation per RCW 42.30.110(1)(i).

**MOTION:** Move to adjourn to Executive Session for approximately five minutes at 8:30 p.m. for the purpose of discussion pending litigation.  
Picinich / Ruffo - unanimously approved.

**MOTION:** Move to return to regular session at 8: 35 p.m.  
Ruffo / Franich – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:36 p.m.  
Ruffo / Young – unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 – 21.  
Disc #2 Tracks 1 – 4.

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Gretchen Wilbert, Mayor

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Molly Towslee, City Clerk

## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS*, the City of Gig Harbor is committed to forming world cultural interaction between nations; and

*WHEREAS*, the City of Takuma, Japan is committed to a like vision; and

*WHEREAS*, today, representatives from Takuma, Japan are in Gig Harbor learning and sharing with our community and residents; and

*WHEREAS*, this first ever exchange for our World Cultural interaction Committee and Takuma, Japan will further open doors and borders to cultural awareness, acceptance and peace;

*NOW, THEREFORE*, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim that October 27<sup>th</sup> is

### **World Cultural Interaction Day**

And invite all citizens of Gig Harbor to join me in recognizing this event and participating in its observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 27<sup>th</sup> day of October, 2003.

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

\_\_\_\_\_  
Date

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS*, the City of Gig Harbor is committed to forming world cultural interaction between nations; and

*WHEREAS*, the "We The People Project" is committed to a like vision; and

*WHEREAS*, today, representatives from Beijing, China are in Gig Harbor learning and sharing with our community and schools; and

*WHEREAS*, this first ever visit of Chinese Educational Delegation will further open doors and borders to cultural awareness, acceptance and peace;

*NOW, THEREFORE*, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim that October 27<sup>th</sup> is

## **World Cultural Interaction Day**

And invite all citizens of Gig Harbor to join me in recognizing this event and participating in its observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 27<sup>th</sup> day of October, 2003.

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

\_\_\_\_\_  
Date

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS*, "Trick-or-Treat for UNICEF" began in Philadelphia in 1950 when a youth group collected seventeen dollars in decorated milk cartons on Halloween to help children overseas; and

*WHEREAS*, since that time, the children of the United States have collected more than \$119 million by going door-to-door with the U.S. Fund for UNICEF's trademark orange collection boxes on Halloween; and

*WHEREAS*, today, "Trick-or-Treat for UNICEF" provides the opportunity for school children and young adults to learn about their peers in the developing world, while also raising funds to help improve their lives; and

*WHEREAS*, fund-raising efforts like "Trick-or-Treat for UNICEF" have helped 80 percent of the world's children become immunized against the top six deadliest diseases, saving three million lives each year, and making way for the two-thirds of world's children that now have completed primary school; and

*WHEREAS*, the "Trick-or-Treat for UNICEF" program provides children of the United States the chance to perform a selfless deed and gain a valuable educational experience, giving them a better sense of the world in which they live and the lives of other children around the world;

*NOW, THEREFORE*, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim the week of October 27<sup>th</sup> as

## ***TRICK-OR-TREAT FOR UNICEF WEEK***

And invite all citizens of Gig Harbor to join me in recognizing this event and participating in its observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 27<sup>th</sup> day of October, 2003.

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

\_\_\_\_\_  
Date



**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER** MB  
**SUBJECT: INTERLOCAL/MUTUAL AID AGREEMENT FOR PIERCE COUNTY  
TRAFFIC SAFETY EMPHASIS PATROLS**  
**DATE: OCTOBER 17, 2003**

**INFORMATION/BACKGROUND**

We are currently a member of the Pierce County Traffic Emphasis Patrol. This group meets in a specified location once per month. The group receives a briefing about the geographic boundaries of the night's emphasis patrol and then patrols that area with a focus on unsafe driving behaviors, including DUI. Our current agreement will expire at the end of its two-year duration and we need to renew the agreement if we wish to continue as a member of this group. I have attached a copy of the agreement, excluding the signature pages in the interest of brevity. This agreement is substantively identical to the contract we are now operating under. Our legal counsel has reviewed the agreement and I have previously forwarded her comments to you in a separate document.

**FISCAL IMPACTS**

Officers participating in the emphasis patrols work on an overtime basis. This overtime has been reimbursed from State Traffic Commission grant funds in the past and we anticipate that funding being available in 2004-05 as well.

**RECOMMENDATION**

I recommend that the Council authorize the Mayor to approve the attached agreement.

## **Pierce County Traffic Safety Emphasis Interlocal Agreement and Mutual Aid Agreement**

**WHEREAS**, an entity known as the Tacoma/Pierce County Task Force on Alcohol/Driving (DUI Task Force) has been created for the purpose of promoting the targeting, apprehending and successfully prosecuting individuals guilty of traffic infractions and offenses in general, and DUIs in particular; and

**WHEREAS**, it is the desire of various law enforcement agencies within Pierce County to participate in such Task Force; and

**WHEREAS**, multi-agency participation in such a Task Force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W.;

**NOW, THEREFORE**, it is mutually agreed as follows:

**Section 1: Duration.** This Agreement shall be in effect for a period of two years from its effective date of January 1, 2004.

**Section 2: Scope.** Parties to this Agreement will each provide law enforcement personnel for the apprehension of traffic offenders, and the enforcement of traffic laws within targeted areas as set forth in Attachment 1. The targeted areas at any particular time during the term of the agreement shall be determined by the joint administrative board.

**Section 3: Purpose.** The purpose of this Agreement shall be the apprehension and successful prosecution of individuals guilty of traffic violations and offenses in general, within specifically targeted areas of Pierce County.

**Section 4: Financing.** Each participating agency shall bear the financial responsibility and liability for such of its employees as participate in the Task Force, including but not limited to salary, benefits and worker=s compensation insurance.

**Section 5: Termination.** This Agreement shall automatically terminate two (2) years from its effective date unless an earlier termination date is agreed upon in writing by all parties.

**Section 6: Administration.** This Agreement shall be administered by a joint board comprised of the Pierce County Sheriff and the Chiefs of Police for the cities and towns listed in Attachment 2, or their respective delegates.

**Section 7: Operations.** Task Force operations, in connection with the emphasis patrols operating under this agreement, shall be coordinated by hosting agency's employee holding a rank of sergeant or higher. Provided that the coordination provided by Pierce County shall not be considered an allocation of liability under R.C.W. 10.93.040, nor that the Task Force is acting under the direction and control of Pierce County.

**Section 8: Use of Property.** Each agency shall be responsible for its own property used during the term of this Agreement and any property acquired by an agency during the term of this Agreement shall remain with the agency upon termination of the Agreement.



**Section 9: Coordination.** The Task Force Coordinator shall be responsible for coordinating the Task Force related communications between participating agencies.

**Section 10: Participating Agencies.** A list of the agencies which will be participating in the Tacoma/Pierce County Task Force is attached hereto as Attachment 2. Such List of Authorized Agencies may be modified from time to time to add or delete agencies. Each participating agency shall maintain a current List of Authorized Agencies on file together with a copy of this Agreement.

**Section 11: Filing.** A copy of this Agreement shall be filed with the Pierce County Auditor.

**Section 12: Consent.** The undersigned hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all properly certified or exempted officers engaged in any operations of the Tacoma/Pierce County Task Force. Each consent shall be valid during the tenure of the responsive undersigned individuals.

**Section 13: Responsibility.** The consents given in Section 12 above are not intended to reallocate, under R.C.W. 10.93.040, the responsibility of the participating agencies for the acts or omissions of their officers.

## Attachment 1

### Traffic Safety Emphasis Patrol Operational Guidelines

**Purpose:** The Traffic Safety Emphasis Patrol is committed to the prevention of traffic related violations, including alcohol and other drug impaired driving, through coordinated, multi-agency deterrence.

#### A. Objectives

1. To reduce the incidence and prevalence of traffic related violations, including alcohol and other drug impaired driving, in Pierce County.
2. To increase law enforcement manpower to maximum levels in high-traffic, high collision areas.
3. To increase public attention to the risks of traffic violations and increase public perception of risk for traffic arrest.
4. To focus media attention on the prevalence of traffic violations and the coordinated efforts to encourage traffic safety.
5. To enhance communication and cooperation among law enforcement agencies in Pierce County.

#### B. Selection of Officers

1. Each participating agency will be asked to provide at least one officer for each Emphasis Patrol. Agencies with restricted jurisdiction will be asked to offer an equivalent, alternative level of participation.
2. All participating officers must have completed the basic state academy.
3. Participating agencies will be encouraged to assign highly-motivated officers who have experience in criminal traffic offenses.

#### C. Supervision

1. A first level supervisor will be required from agencies where major emphasis occurs.
2. The supervisor(s) will work the entire Emphasis patrol shift and will have overall responsibility for the assigned officer.
3. The supervisor(s) will field all questions and complaints concerning the Emphasis Patrol. All citizen complaints will be forwarded to the parent agency of any officer involved in the complaint.

4. The supervisor(s) will have the sole authority to return an officer to his/her agency as a result of inappropriate behavior.
5. Officers assigned to the Emphasis Patrol will be expected to follow their parent agency's policies with regard to pursuit and arrest procedures and all other matters of professional conduct. However, officers will also be expected to follow the direction of the Emphasis Patrol supervisor(s).

#### **D. Officer Responsibility**

1. Officers will work their assigned areas according to the guidelines provided by the supervisor(s), focusing on detection and apprehension of impaired drivers.
2. When an arrest is made, the arrestee will be taken to the nearest participating BAC verifier facility for processing or the Pierce County jail.
3. Officers will follow their parent agency guidelines for report writing. Unless otherwise required by an officer's parent agency, each citation will be filed in the jurisdiction of the arrest.
4. At the end of each Emphasis Patrol shift, each officer will provide the supervisor(s) with an account of their activity for that shift using the activity log form provided.
5. Emphasis Patrol officers will be responsible for one another's safety and will be expected to provide back-up and cover for one another.
6. Officers will respond to traffic accidents to provide assistance and traffic control. If an accident is alcohol or drug-related, the Emphasis Patrol officer will investigate and make any arrests or citations as necessary. If alcohol or drugs are not involved, investigation will be left to the appropriate regular duty officer(s).
7. Coffee and lunch breaks will be provided, however, these breaks will be restricted to no more than three marked units together at one time.
8. If citizens inquire as to the presence of an outside agency officer in the emphasis area, officers will explain their role in the Traffic Safety Emphasis Patrol.

#### **E. Target Areas and Deployment**

1. The Emphasis Patrol will be assigned to target areas based on intelligence information from participating agencies, traffic citation and collision data, and discussions of the DUI Task Force.
2. The target areas will be assigned by rotation so that each participating agency's jurisdiction is included, unless a higher priority target is identified by the DUI Task Force.
3. Deployment of officers will be the responsibility of supervisor(s). Each officer will be provided with a map of the target area and briefing information.

**F. Communications**

1. All Emphasis Patrol communications will be on the LERN (Law Enforcement Radio Network) frequency.
2. Requests for data or impound will be made through the appropriate dispatch agency.

**G. General Policies**

1. No arrestee will be released to their own custody. Unless booked into jail, arrestees will only be released to a responsible, sober person or transported home.
2. Every lawful option will be made to have vehicles removed from the roadway. If there is concern that the vehicle may be a hazard, the supervisor(s) will make an impound order, if necessary.

Attachment 2

**List of Agencies Authorized to Exercise Police Officer Powers When  
Participating in the Traffic Safety Emphasis Patrol:**

---

Bonney Lake Police Department  
Buckley Police Department  
DuPont Police Department  
Eatonville Police Department  
Edgewood Police Department  
Fife Police Department  
Fircrest Police Department  
Gig Harbor Police Department  
Lakewood Police Department  
Milton Police Department  
Orting Police Department  
Pierce County Sheriffs Department  
Puyallup Police Department  
Puyallup Tribal Police  
Roy Police Department  
Ruston Police Department  
Steilacoom Police Department  
Sumner Police Department  
Tacoma Police Department  
University Place Police Department  
Wilkeson Police Department  
Washington State Patrol  
Washington State Liquor Control Board



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN VODOPICH, AICP**  
**SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR**  
**CUSHMAN TRAILHEAD**  
**BOUNDARY AND TOPOGRAPHIC SURVEY-**  
**CONSULTANT SERVICES CONTRACT**  
**DATE: OCTOBER 27, 2003**

**INTRODUCTION/BACKGROUND**

Budgeted objectives for 2003 include the conceptual design/construction of a park located at Hollycroft and Olympic Drive (the triangle piece of land) at the Cushman Trailhead.

After reviewing the Consultant Services Roster, the engineering firm of David Evans and Associates was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, and similar survey work for the City of Gig Harbor

**POLICY CONSIDERATIONS**

David Evans and Associates is able to meet all of the City's standard insurance provisions for professional services contracts.

**FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2003 Budget and is within the 2003 Parks budgeted allocation of \$50,000.00.

**RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates for the boundary and topographic survey work in the amount not to exceed Four Thousand Four Hundred Fifty Four and zero cents (\$4,454.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the boundary and topographic survey work on The Cushman Trailhead Park located east of Soundview Drive NW and south of Hollycroft and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated \_\_\_\_\_ 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, 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:

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand Four Hundred Fifty Four and no/100 (\$4,454.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in

**Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by November 30, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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



B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

### VIII. Insurance

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

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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 Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

### **XVI. Written Notice**

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

CONSULTANT  
Randy Anderson  
David Evans & Assoc., Inc.  
3700 Pacific Highway East, Ste. 311  
Tacoma, WA 98424  
(253) 922-9780

David Brereton  
Director of Operations  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

### XVII. Assignment

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

### XVIII. Modification

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

### XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

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

CONSULTANT

CITY OF GIG HARBOR

By:

Randy Anderson  
Its Principal  
Sr. Associate

By:

\_\_\_\_\_  
Mayor

Notices to be sent to:

Randy Anderson  
David Evans & Assoc., Inc.  
3700 Pacific Highway East, Ste. 311  
Tacoma, WA 98424  
(253) 922-9780

David Brereton  
Director of Operations  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

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

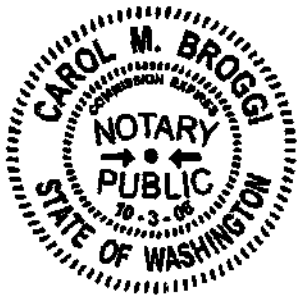
ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that RANDY ANDERSON is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the SR. ASSOCIATE of DAVID EVANS AND ASSOC., INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-17-03



Carol M. Broggi  
CAROL M. BROGGI  
(print of type name)

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

PIERCE COUNTY  
My Commission expires: 10-03-06

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF PIERCE                    )

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

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

\_\_\_\_\_

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

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



**CITY OF GIG HARBOR**  
**GIG HARBOR GATEWAY PARK PROJECT**  
**IN THE VICINITY OF SOUNDVIEW DRIVE NW**  
**AND HOLLYCROFT STREET NW**

**EXHIBIT A**

**SCOPE OF SERVICES**

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (CITY) for boundary and topographic survey work on a triangular shaped piece of property located east of Soundview Drive NW and south of Hollycroft Street NW. The requested survey information is outlined in an e-mail sent from the project's architect to Mr. Dave Brereton on 10/7/03 and an e-mail from Mr. Dave Brereton to DEA dated 10/16/03. The e-mails request topographic information on the park site as well as topographic information on property adjacent to the park site.

In general, this project involves a partial topographic survey of the site and adjacent property to allow the property to be developed into a gateway park area. Some of the topographic data such as utilities information will be supplied in plan form by the CITY and DEA will be add this information to the base map by scaling.

The survey work will be used to develop a base map of the site and adjacent property showing details of the existing ground, approximately 12 fir trees, utilities, paved areas and sidewalks, and other important topographic features. The base map will show property lines and Tacoma Public Utilities easement lines based on Assessor-Treasurer map information. This scope of work does not include staking of the parcel's property line or property corners, or work that would require the filing of a Record of Survey.

The project tasks for this Scope of Services are as follows:

**TASK 1---PROJECT MANAGEMENT**

- Attend one meeting with the CITY or the CITY'S architect for the project. This may be a start up meeting to discuss the parameters of the work, develop communication lines, or a meeting to discuss the final developed base map for the project;
- Update the city on the status of the work being done as necessary or requested by the city;
- Prepare and submit monthly invoices to the City of Gig Harbor. If requested by the city the invoice will include a summary of the work accomplished during the billing period and the individuals who worked on the project. The invoices will show labor and expenses correlated to the task numbers included herein. The work should be completed within a maximum of two billing periods; and
- Provide internal quality control review throughout the survey mapping process.

### **TASK 2---SURVEY CONTROL**

- Research and obtain monument records, right-of-way plans, utility as-builts, and other pertinent records from the CITY;
- Verify survey control monumentation to establish centerline control of Olympic Drive NW, Hollycroft Street NW, and adjacent Tacoma Public Utility property and locate controlling monuments needed for street right-of-way locations;
- Establish private property lines and private easements from Assessor-Treasure maps and records only. This work will not establish actual ownership but will give approximations only. Title reports will not be ordered for this task; and
- Establish vertical control for the project using published Pierce County or City of Gig Harbor benchmarks. Additional benchmarks will be set within the project limits for construction purposes.

### **TASK 3---FIELD SURVEY WORK**

- Develop contours at one-foot intervals with an error not to exceed four inches on non-paved surfaces;
- Develop spot elevations of road centerline, edge of pavement, and road shoulder to a vertical accuracy of plus or minus .05 feet on hard surfaces;
- Locate all above ground structures, drainage features, man-made objects, sidewalks, and similar features on the property and directly across the street on the three sides of the project.
- Locate utilities in plan view only from field survey work or "as-constructed plans". The CITY will supply the "as-constructed plans" to DEA. A utility locate surface will not be used. Field survey work will only locate obvious, above utilities including the two Tacoma Public Utility main power poles on the parcel.
- Locate approximately 12 large fir trees located on the southern portion of the site. The CITY will flag the fir trees prior to the startup of DEA's field survey work.
- Locate all appurtenances within or adjacent to the road right-of-way including mail boxes, signs, traffic control devices except traffic loops, and similar features.
- Set field stakes to approximate the location of Tacoma Public Utilities easement lines. These will be approximations only and will not represent a surveyed easement line. See Services Provided by the CITY.

Not included is the location of septic tanks, septic tank drainfields, stormwater dispersion facilities, underground utilities, or similar features that are buried or inaccessible to a survey crew.

### **TASK 4---BASE MAPPING**

The base maps will be delivered to the City of Gig Harbor in electronic point file format with descriptions using AutoCAD 2002, Version 14 and Softdesk 8.0. The 3-D TIN shall be included in the base drawing and will be in a format compatible with Softdesk 8.0. Plan sheet format and layout as provided by the CITY will be used. Layering and symbols will conform to APWA format or convention. A hard copy of the base map will be provided to the CITY that has been stamped and signed by a Professional Land Surveyor.

- Prepare a base map at a scale of 1" = 20'. North will be to the top of the sheet. Benchmark information shall be noted along with the applicable datum. Basis of bearing information and survey control information will be described and noted.
- Add contours at one-foot intervals and paving or other hard surface elevations to the nearest 0.05 feet with elevations of other surfaces shown to the nearest 0.10 feet.
- Add property line information based on Assessor-Treasure parcel maps; and
- Add ground features, obvious above ground utilities, trees, and other appurtenances within the site and adjacent to the site located by field survey work.
- Add utility information from "as-constructed plans" supplied by the CITY by provided map information or by scaling if necessary.

### **ADDITIONAL SCOPE OF WORK OPTIONS**

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City of Gig Harbor. These services include setting property corners, preparation of legal descriptions, and construction surveying support.

### **SERVICES PROVIDED BY THE CITY**

The CITY will:

- Obtain permission to access onto adjoining private properties if necessary;
- Provide all available as-built utility plans, road and storm drainage plans, or other engineering plans; and
- Provide all available maps, plans, deeds, and other documents not available from others sources and Assessor-Treasurer map information for the site and adjacent properties.
- Provide DEA with a legal description for the Tacoma Public Utility easement over the property or other documentation that will allow DEA to provide field stakes that will approximate the location of the easement lines in the field.

### **REIMBURSABLES**

- Fees payable to various agencies for copies of documents obtained during the research phase of the project;
- Fees for reprographics and postage; and
- Mileage
- Utility locate service

### **PROJECT COMPLETION**

DEA will begin work within five working days after receiving written notification to proceed from the CITY. The completed base map will be delivered to the CITY with 20 working days after receiving the written notice to proceed.

DAVID EVANS AND ASSOCIATES, INC.  
 3700 PACIFIC HIGHWAY EAST  
 TACOMA, WA. 98424  
 253-922-9780

CITY OF GIG HARBOR  
 GATEWAY PARK PROJECT  
 EXHIBIT B  
 SCHEDULE OF RATES AND ESTIMATED HOURS

		Proj. Mgr.	Surv. Mgr.	Proj. Surv.	Surv. Tech	2-Person Crew	Clerical	Subtask	Expenses	Total
		\$ 128.00	\$ 121.00	\$ 85.00	\$ 79.05	\$ 130.00	\$ 49.50	Total		
<b>Project Management</b>										
	Provide Project Administration and Coordination--Mtg w/City	3	1				1			
	Prepare and Submit Invoices	1					2			
	Provide QA/QC		1							
	Hours Subtotal	4	2	0	0	0	3			
	Cost Subtotal	\$ 516.00	\$ 242.00	\$ -	\$ -	\$ -	\$ 130.50	\$ 888.50		\$ 888.50
<b>Survey Control</b>										
	Research Records, Plans, etc.			4						
	Verify Survey Control Monumentation				1	3				
	Establish Property Lines and Easements			1						
	Establish Vertical Control				1	3				
	Hours Subtotal	0	0	5	2	6	0			
	Cost Subtotal	\$ -	\$ -	\$ 425.00	\$ 158.10	\$ 780.00	\$ -	\$ 1,363.10		\$ 1,363.10
<b>Field Survey Work</b>										
	Develop Contours at One-foot Intervals			1		2				
	Develop Spot Elevations on Hard Surface Areas					2				
	Locate Above Ground Features					2				
	Locate Above Ground Utilities Only					2				
	Locate Approximately 12 Flagged Fir Trees					1				
	Locate Appurtenances					2				
	Stake Approximate Location of Tacoma Public Utilities Easement									
	Hours Subtotal	0	0	1	0	10	0	0		
	Cost Subtotal	\$ -	\$ -	\$ 85.00	\$ -	\$ 1,300.00	\$ -	\$ 1,385.00		\$ 1,385.00
<b>Base Mapping</b>										
	Prepare Base Map at 1" = 20' Scale			1	2					
	Add Contours and Other Elevation Information				2					
	Add Property Line Information				2					
	Add Surveyed Ground Features, Utilities, Trees, and Other Appurtenances				1.5					
	Add Utility Information From Mapping Supplied by the City				0.5					
	Hours Subtotal	0	0	1	8	0	0	0		
	Cost Subtotal	\$ -	\$ -	\$ 85.00	\$ 632.40	\$ -	\$ -	\$ 717.40		\$ 717.40
	Hours Subtotal	0	0	0	0	0				
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Labor Cost Subtotal	\$ 516.00	\$ 242.00	\$ 595.00	\$ 790.50	\$ 2,080.00	\$ 190.50	\$ 4,354.00		\$ 4,954.00
<b>Expenses</b>										
	Fees for reprographics, postage, and associated work						\$ 50.00			
	Mileage						\$ 50.00			
	Utility Locate Service--Not Requested for this Project						\$ -			
	Expenses Total						\$ 100.00			\$ 100.00
	GRAND TOTAL									\$ 4,454.00



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**RE: BORGEN BOULEVARD ROUNDABOUT**  
**OHIO CASUALTY GROUP RELEASE OF ALL CLAIMS**  
**DATE: OCTOBER 27, 2003**

**INTRODUCTION/BACKGROUND**

On February 5, 2003, an out of control fully loaded dump truck overturned along the westbound SR-16 off ramp exit and caused minor curb and gutter damage to a portion of the City's leg of the off ramp. A claim for restitution of damages was filed by the City against the trucking company's insurance company, Ohio Casualty Group. In exchange for payment to the City in the amount of \$11,909.70, Ohio Casualty is requesting the City sign off on the attached Release of All Claims.

This Release of All Claims has been reviewed and approved by Carol Morris, City Attorney.

City Council approval of the release is being requested.

**FISCAL CONSIDERATIONS**

No funds will be expended for the described Release of All Claims.

**RECOMMENDATION**

I recommend that City Council approve this Release of All Claims to the Ohio Casualty Group.

# RELEASE OF ALL CLAIMS

For and in Consideration of the sum of RETURN TO CLAIMANT, NINA HUMANE  
AND NINA + TO

Dollars (\$ 11,909.70), the receipt of which is hereby acknowledged, I/we CITY OF GIG  
HARBOR, WA

Address 3510 GRANVIEW ST. GIG HARBOR, WA 98335  
being of lawful age, for myself/ourselves, my/our heirs, administrators, executors, successors and assigns, hereby  
fully and forever release, acquit and discharge DAVIDA UPTGRAFF + CONTROLLED  
RAIN, LLC

his/their heirs, administrators, executors, successors and assigns from any and all actions, claims and demands of  
whatsoever kind or nature on account of any and all known and unknown injuries, losses and damages of what-  
ever nature including consequential damages by me/us sustained or received on or about the 5<sup>th</sup> day  
of Feb., 2003, for which injuries, losses and damages I/we claim the parties being released  
to be legally liable, which liability is expressly denied, it being understood and agreed that the acceptance of said  
sum is in full accord and satisfaction of a disputed claim and that the payment of said sum is not an admission of  
liability.

I/we hereby declare that I/we fully understand the terms of this settlement; that the amount stated herein is the  
sole consideration of this release and that I/we voluntarily accept said sum for the purpose of making a full and  
final compromise, adjustment and settlement of all claims for injuries, losses and damages resulting or to  
from said accident.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) this..... day of  
....., 19.....

**READ CAREFULLY BEFORE SIGNING**

Witness: ..... (SEAL)   
Witness: ..... (SEAL)

State of ..... }  
County of ..... } SS

On this ..... day of ..... 19....., before me personally appeared.....

to me known to be the person(s) named in and who executed the above release and acknowledged that  
.....executed same as..... free act and deed.

My term expires ..... 19.....

Notary Public



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: ORDINANCE FOR RUST STREET VACATION - SORENSEN**  
**- SECOND READING**  
**DATE: OCTOBER 27, 2003**

**INTRODUCTION/BACKGROUND**

On October 13, 2003, a public hearing was held regarding the proposed request to vacate a portion of Rust Street in accordance with GHMC 12.14.002C, initiated by Mr. and Mrs. Douglas Sorensen.

Specifically, the request is for the vacation of the south 30 feet of the Rust Street right-of-way abutting Lots 1-4, Block 5, Plat of the Town of Ardena, Parcel No. 2260000200, currently held by the city. Research on this right-of-way found that this portion of Rust Street was platted in Pierce County in 1891 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The city's ability to open this portion of Rust Street is barred by lapse of time and the city has no interest in the street. In order to ensure that this portion of Rust Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the city vacate the street under GHMC 12.14.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that the existing ordinance, as presented or as amended, be approved by the City Council at this second reading.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING A PORTION OF RUST STREET, LYING EAST OF NORTH HARBORVIEW DRIVE AND WEST OF WHEELER AVENUE.**

---

WHEREAS, the City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law; and

WHEREAS, the portion of Rust Street subject to this vacation request was created in the Plat of the Town of Artena, recorded in the records of Pierce County in 1891; and

WHEREAS, the referenced portion of street right-of-way has never been opened or improved as a public street; and

WHEREAS, the referenced portion of street right-of-way was located in Pierce County during the period of five years prior to 1909, and there is no evidence that it was used as a street during such period; and

WHEREAS, the City Council passed Resolution No. 615 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on October 13, 2003, and at the conclusion of



such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Rust Street right-of-way, lying East of North Harborview Drive and West of Wheeler Avenue, abutting the north property frontage of Parcel No. 2260000200, attached hereto as legally described in Exhibit A and incorporated by this reference and as shown on the aerial Ortho photo as depicted on Exhibit B, has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760).

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this  
\_\_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney:

By: \_\_\_\_\_  
Carol A. Morris

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

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

On \_\_\_\_\_, 2003 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING A PORTION OF RUST STREET, LYING EAST OF NORTH HARBORVIEW DRIVE AND WEST OF WHEELER AVENUE IN GIG HARBOR, WASHINGTON.**

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

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_, 2003

BY: \_\_\_\_\_

MOLLY M. TOWSLEE, CITY CLERK

9409 N. Harborview Dr.  
Gig Harbor, WA 98332  
August 7, 2003

Mr. Mark Hoppen  
City Administrator  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mr. Hoppen:

We, Douglas H. and Jeanette M. Sorensen (husband and wife), are petitioning the City of Gig Harbor to vacate the portion of Rust Street that is adjacent to our property, tax parcel no. 2260000200.

The legal description for our property is as follows:

Lots 1 through 4, inclusive, in Block 5 of Plat of the Town of Artena, according to Plat recorded in Book 5 of Plats at page 58, in Gig Harbor, Pierce County, Washington.

TOGETHER with that portion of vacated Otter Street adjoining, which upon vacation, attached to said premises by operation of law.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

The legal description for the Rust Street vacation is as follows:

That portion of the south half of vacated Rust Street in the Northwest Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 2 East, W.M. abutting Lots 1 through 4, Block 5, Artena Addition, according to the plat thereof on file in Volume 5 of Plats, Page 68, records of Pierce County, Washington.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

Attached is a portion of the original plat of the Town of Artena showing the requested vacation area.

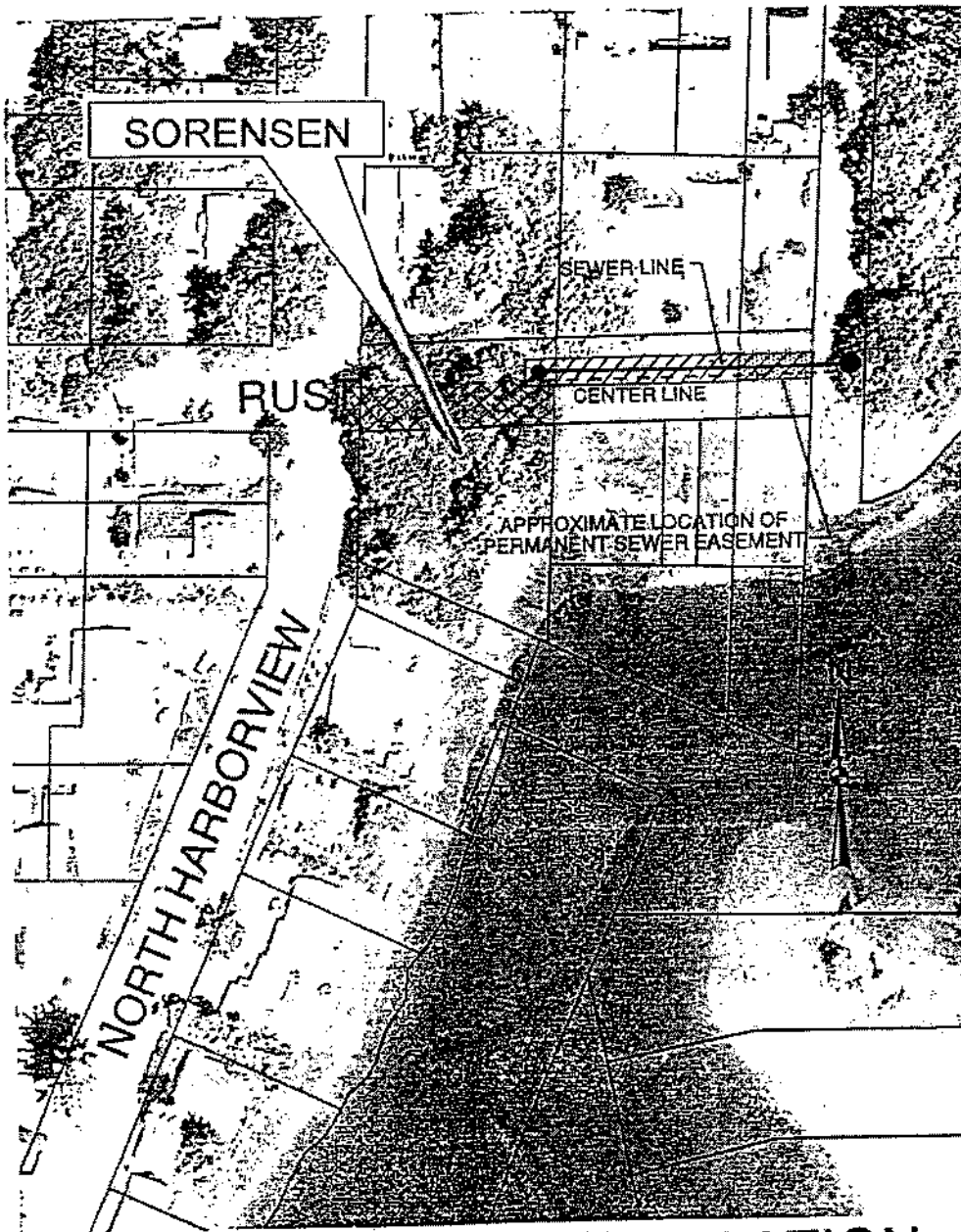
Enclosed is a check to the City of Gig Harbor for \$150 to cover the required fee.

Sincerely,

  
Douglas H. Sorensen

  
Jeanette M. Sorensen

EXHIBIT A



# SORENSEN STREET VACATION

EXHIBIT B



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: REVISED LEGAL DESCRIPTION – NORTH DONKEY CREEK**  
**ANNEXATION (ANX 03-03)**  
**DATE: OCTOBER 27, 2003**

**INFORMATION/BACKGROUND**

The City met with the initiators of a 'Notice of Intention to Commence Annexation Proceedings' for approximately 15.59 acres of property located west of Burnham Drive, east of the west boundary of the Tacoma-Lake Cushman power line and north of 96<sup>th</sup> on July 28, 2003. At that meeting, the City Council took action to accept the notice of intention to commence annexation proceedings and further authorized the circulation of an annexation petition subject to the following three conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed;
2. The City shall require that the legal description and map be revised to reflect a modification of the proposed area by removing the Tacoma City Light parcel #02-22-31-3-068 as requested by Tacoma Power; &
3. The City will require the simultaneous adoption of Medium-Density Residential (R-2) zoning with the Mixed Use District Overlay (MUD) applied to those properties lying east of Donkey Creek for the proposed area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686.

Pursuant to the process for annexations by code cities in Pierce County, a copy of the revised legal description and map was sent to the Clerk of the Boundary Review Board for review and comment on July 29, 2003. Comments from Pierce County were not received until October 20, 2003 (attached).

Corrections to legal descriptions must be approved by motion of the City Council and recorded in the meeting minutes.

**RECOMMENDATION**

I recommend that the Council move to accept the corrected legal description for the North Donkey Creek Annexation (ANX 03-03) as recommended by Pierce County.



Pierce County

Boundary Review Board

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7156 • FAX (253) 798-3680

October 17, 2003

Mr. John Vodopich  
Director of Community Development  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: North Donkey Creek Petition for Annexation

Dear Mr. Vodopich:

Enclosed please find copies of the approved revised legal description and matching map on the proposed North Donkey Creek Petition for Annexation.

Again, thank you for your patience.

Sincerely,

Toni Fairbanks  
Chief Clerk  
Boundary Review Board

Enclosures

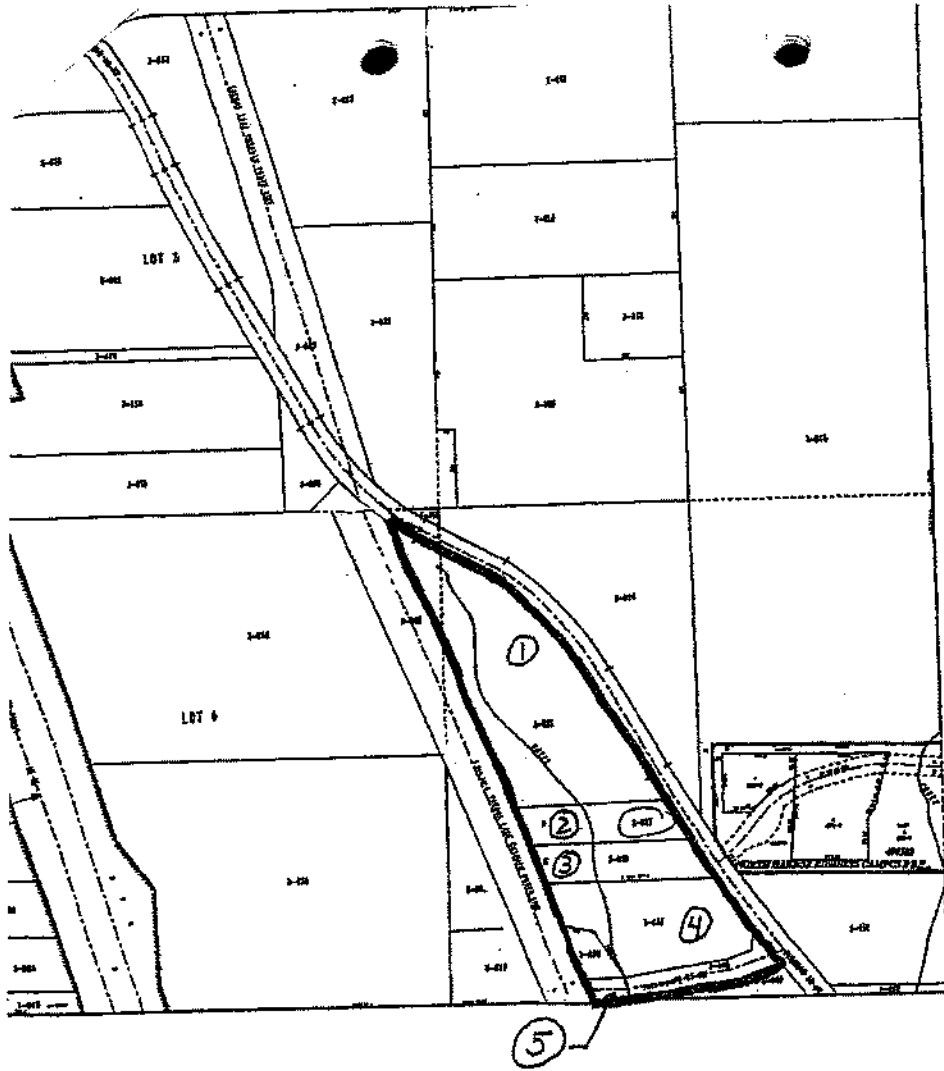
RECEIVED  
CITY OF GIG HARBOR  
OCT 20 2003  
COMMUNITY  
DEVELOPMENT



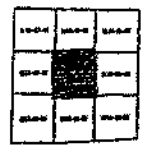
LEGAL DESCRIPTION -- NORTH DONKEY CREEK ANNEXATION AREA

That portion of the southwest quarter of Section 31, Township 22 North, Range 2 East, Willamette Meridian, lying north of the south right-of-way line of 96th Street, east of the east property line of the Tacoma-Lake Cushman Power Lines, and west of the west line of Burnham Drive.





Scale 1" = 200'



LINE OF 1/2" PAVING: 04/10/04  
02-02-04

Public Services Building  
3401 S. 10th Street, Room 102  
Tallahassee, Florida 32310

As shown on Page Two of this Report.



THIS IS NOT A SURVEY  
OR ANY OTHER ENGINEERING OR ARCHITECTURAL  
DRAWING OR ANY OTHER DOCUMENT  
PREPARED BY ANY OTHER PERSON

EXHIBIT B

RECEIVED  
CITY OF TALLAHASSEE  
JUN 05 2003  
COMMUNITY  
DEVELOPMENT



ADMINISTRATION

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** DR  
**DATE: OCTOBER 15, 2003**  
**SUBJECT: FIRST READING - 2003 PROPERTY TAX LEVY ORDINANCE**

#### **INTRODUCTION**

This is the first reading of an ordinance setting the 2003 property tax levy for collection in 2004.

#### **POLICY CONSIDERATIONS**

The 2004 preliminary budget plans a 1% property tax increase over the current levy. The 2003 levy is approximately \$58,842 over the 2002 levy.

#### **FINANCIAL**

Property taxes are approximately 5% of the proposed 2004 General Fund revenue budget and 80% of the proposed 2004 Street Fund operating budget.

#### **RECOMMENDATION**

Staff recommends adoption of the ordinance upon second reading.

**CITY OF GIG HARBOR**

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2004.**

**WHEREAS**, the City Council of the City of Gig Harbor attests that the City population is 6,655; and

**WHEREAS**, the City Council of the City of Gig Harbor have properly given notice of the public hearing held October 27, 2003 to consider the City's General Fund revenue sources for the 2004 calendar year, pursuant to RCW 84.55.120; and

**WHEREAS**, the City Council of the City of Gig Harbor has considered the city's anticipated financial requirements for 2004, and the amounts necessary and available to be raised by ad valorem taxes on real and personal property,

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

Section 1. The ad valorem tax general levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2004, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$925,319,569. Taxes levied upon this value shall be:

The 2003 property tax for collection in 2004 is \$1,347,650 which is an increase of \$55,842 and 1% over the 2002 levy, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property.

Section 2. This ordinance shall be certified by the city clerk to the clerk of the board of county council and taxes hereby levied shall be collected and paid to the Finance Director of the City of Gig Harbor at the time and in a manner provided by the laws of the state of Washington for the collection of taxes.

Section 3. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after the date of its publication.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and

approved by its Mayor at a regular meeting of the council held on this 10th day of November, 2003.

---

Gretchen A. Wilbert, Mayor

ATTEST:

---

Molly Towslee  
City Clerk

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: 36<sup>TH</sup> STREET/POINT FOSDICK INTERSECTION IMPROVEMENT**  
**PROJECT-PHASE 1**  
**- CONSULTANT SERVICES CONTRACT**  
**DATE: OCTOBER 27, 2003**

**INTRODUCTION/BACKGROUND**

A budgeted street objective for 2003 includes completion of a traffic study and development of an intersection improvement plan for the above-mentioned intersection.

Consultant services are needed for the completion of plans, specifications, and estimate for the planned interim intersection improvements. Construction of the interim improvements are anticipated to be completed in early 2004. These improvements are necessitated with the scheduled opening of the new SR-16 interchange at 36<sup>th</sup> Street within the next couple of months. Interim improvements will be required in order to mitigate the additional traffic impacts at this intersection. After reviewing the Consultant Services Roster, the consulting firm of HDR Engineering, Inc. was selected as best qualified to perform the work. The selection was based on their intersection design experience, familiarity with the area, and ability to complete the work within the project schedule.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of (\$21,855.80) with HDR Engineering, Inc. for the design of the interim intersection improvements. A future consultant services contract will be required providing final design and engineering services for the design of a modern day roundabout. Construction of the roundabout is anticipated to occur in 2005.

**FISCAL CONSIDERATIONS**

While the requested amount exceeds the budgeted allocation of \$15,000 in the Streets Operating Fund, Objective No. 15, sufficient funds are available to complete this work. The City did not receive state grant funding for the Skansie Avenue Pedestrian Improvement Project. Consequently, the \$95,000 budgeted for construction will not be utilized for that project and is available to fund this objective.

**RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with HDR Engineering, Inc. for the preparation of plans, specifications, and estimate for the interim intersection improvements in an amount not to exceed \$21,855.80.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
HDR ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 500 108<sup>th</sup> Avenue NE, Suite 1200, Bellevue, Washington 98004-5549 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design for the 36<sup>th</sup> Street/Point Fosdick Drive Intersection Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated October 20, 2003 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty-one thousand eight hundred fifty-five dollars and eighty cents (\$21,855.80) for the services described in Section I herein. 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 staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by July 31, 2004; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services 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.

## **VII. Indemnification**

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

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

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



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

### VIII. Insurance

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

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer and the City shall determine the term or provision's true intent or meaning. The City Engineer 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 Engineer'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. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

**CONSULTANT**  
Larry Kyle, P.E., Principal  
HDR Engineering, Inc.  
500 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5549  
(425) 453-1523

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

**XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CONSULTANT**  
By: Lawrence A. Kyle  
Its Principal

**CITY OF GIG HARBOR**  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Larry Kyle, P.E., Principal  
HDR Engineering, Inc.  
500 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5549  
(425) 453-1523

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

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

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

\_\_\_\_\_

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

**36<sup>th</sup> Avenue / Point Fosdick Drive  
Interim Intersection Improvement Project**

**I. INTRODUCTION**

The City of Gig Harbor desires to prepare final design plans, specifications and construction estimates for the widening at the intersection of 36th Avenue and Point Fosdick Drive to provide for an southbound left turn lane on Point Fosdick Drive, and a westbound right turn lane on 36<sup>th</sup> Avenue to alleviate existing geometric and operational deficiencies prior to the development of a modern roundabout at this intersection. This project will incorporate roadway widening, and channelization improvements.

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Gig Harbor (CITY) in connection with the 36<sup>th</sup> Ave. / Pt. Fosdick Dr. Intersection Improvement Project. The work will be accomplished in one phase:

Phase 1 - Plans, Specifications, and Estimate (PS&E)

Phase 1 work is authorized by the signing of this AGREEMENT. Work on subsequent phases may be authorized by supplement to this AGREEMENT, after negotiation of scope and budget.

Phase 1 work will include the development of construction documents. Plans, Specifications, and Estimate (PS&E) will be developed for the intersection based on the criteria developed and approved by the CITY during an earlier intersection study. Work in this phase will include survey base mapping.

CONSULTANT's work is expected to start in October 2003, and be completed by January 2004 except for Task 8. The CONSULTANT will perform the work tasks listed in Section III for the 36<sup>th</sup> Avenue / Point Fosdick Drive Intersection Improvement Project.

**II. DESIGN CRITERIA**

The CITY will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments as of the date of the signing of this AGREEMENT of the following documents. Changes in any design standards or requirements after work has begun may result in Extra Work.

*Measurements will be in English units.*

*Drafting Standard:* APWA

*Datums:*

*Horizontal:* Washington State plane coordinate system, north zone NAD 83 (91)

*Vertical:* NAVD 88

***City of Gig Harbor Publications:***

*Current Drainage and Design Standards. City of Gig Harbor standards will supercede any other standards identified below.*

***WSDOT Publications:***



- a) *Standard Specifications for Road, Bridge and Municipal Construction, English edition (1998) (M41-10)*
- b) *Standard Plans for Road, Bridge and Municipal Construction, English edition (M21-01)*
- c) *Design Manual, (M22-01)*
- d) *Amendments and General Special Provisions*
- e) *Standard Item Table*
- f) *Traffic Manual, (M51-02)*
- g) *Local CITY Guidelines, (M36-63(PA))*

**American Association of State Highway and Transportation Officials (AASHTO) Publications:**

- a) *A Policy on Geometric Design of Highways and Street, (1994 - 'Green Book')*
- b) *A Guide for Highway Landscape and Environmental Design, (1970)*
- c) *Highway Design and Operational Practices Related to Highway Safety, (1974 - 'Yellow Book')*

**U.S. Department of Transportation (USDOT) Publications:**

- a) *Manual of Uniform Traffic Control Devices for Streets and Highways*
- b) *Highway Capacity Manual, Special Report 209*

**Other Publications/Design Guides:**

- a) *American Public Works Association standards*
- b) *Americans With Disabilities Act (ADA)*

### **III. DETAILED SCOPE OF SERVICES**

#### **A. Phase 1 – Plans, Specifications, and Estimate (PS&E)**

##### **Task 1. Project Management/CONSULTANT Coordination**

###### **1.1 Project Reporting/Project Management**

Administer the project and coordinate with the CITY to facilitate efficient progress and timely completion. Estimate assumes project duration of one month.

- a. Prepare and submit a brief monthly status report outlining the work completed during that month, project status, and an outline of issues to be resolved.
- b. Attend up to 1 monthly meeting with the CITY to discuss project related technical issues. Prepare meeting notes for the monthly meeting documenting status, schedule, and invoicing.

##### **Task 2. Topographic Survey and Base Maps**

Conduct a field topographic survey of the project area, and prepare base maps for the design of the proposed improvements.

Location and limits of the topographic survey will extend to 50 feet each side of the ROW centerline of 36<sup>th</sup> Avenue and Point Fosdick Drive. Limits of the survey will extend 500 feet along roadway centerline each direction from the intersection of the two roadways.

The Consultant will utilize utility "as-built" information provided by CITY, identified by "One Call" locates and acquired from utility agencies to assist in location during the field survey. Field survey will include location of all utilities in the roadway corridor including invert elevations where accessible. All information gathered from these agencies will be verified in the field and incorporated into the project base maps.

###### **2.1 Topographic Survey Coordination**

- a. Establish vertical and horizontal control for survey and mapping at a scale of 1" = 20' (horizontal) and 1" = 2' (vertical).
- b. Acquire topographic survey of the project limits. Survey shall include the establishment of surface grades, pavement edges, utility poles, hydrants, valves, manholes, stormdrains, culverts, mailboxes, signs, fences, major trees, and significant landscaping, etc. in sufficient detail to support design.

## **2.2 Base Map Preparation**

Prepare project base maps in ACAD 2000 format, scaled at 1" = 20' horizontal, showing all features outlined above. Maps will show contours at 2-foot intervals, spot elevations on existing roadway areas, and critical driveway areas, as necessary to support the design of project improvements.

## **Task 3. Intersection Analysis**

Obtain existing traffic counts and turning movements at the project intersection. The existing traffic data will be projected to 2005 using a 3% growth factor. An intersection analysis will be prepared describing the existing and future intersection conditions. The report will identify lane configuration requirements to accommodate the future traffic movements.

### **Assumptions:**

- 1. The traffic counts will be taken after the WSDOT SR-16 ramp project has been completed which will add traffic to the proposed intersection.*
- 2. Intersection analysis will only analyze the proposed intersection improvements and lane storage requirements; a signal warrant analysis will not be required.*

## **Task 4. Right-of-Way Acquisition and Geotechnical Investigation**

### **Assumptions:**

- 1. No right-of-way acquisition will be required.*
- 2. The City will coordinate all property acquisition if required and obtain all required easements.*
- 3. Roadway pavement section will be provided by CITY.*
- 4. Any geotechnical work requirements will be considered Extra Work.*

## **Task 5. Utility Coordination**

### **5.1 Preliminary Utility Contacts**

The CITY will prepare and send a notice containing the scope and schedule of the project, and include preliminary project plans, to all public and private utility agencies with known underground or overhead facilities that may be affected by the project. The CONSULTANT will supply the CITY with the preliminary project plans for the notice.

## **Task 6. Preliminary Plans, Opinion of Probable Construction Cost, and Recommendations**

### **Storm Drainage Assumption**

It is assumed that no drainage modifications will be required. The interim improvement will utilize existing roadside ditches for conveyance. All final stormwater improvements will be incorporated into next phase of intersection design.

### **6.1 Preliminary Design Meetings**

Meet with CITY staff as requested (one meeting) to prepare the various elements of the preliminary design listed above. Prepare meeting notes describing comments and decisions resulting from these meetings with staff.

### **6.2 Preliminary Construction Drawings (~60%)**

Prepare preliminary Construction Drawings, including plan views, profiles, cross-sections and details, along with supporting design calculations as necessary to allow CITY staff sufficient information for a comprehensive project review. Drawings will be prepared at 1" =20' scale. Format for plans will be ink or equivalent, on City of Gig Harbor title/border, 22-inch x 34-inch size sheets. The scales to be used, the lettering, and the general delineation of the plans will be such as will provide legible reproduction at full scale or when reproduced at one-quarter the original size (50 percent reduction).

### **6.3 Engineer's Opinion of Probable Construction Cost and Bid Item Tabulation (~60%)**

Prepare an Engineer's Opinion of Probable Construction Cost, with an itemized list in tabular form describing specification section, item, and quantity, estimated unit costs, and estimated total cost.

*It is understood that any cost opinion or engineer's estimate provided by the CONSULTANT will be on the basis of experience and judgment. Because the CONSULTANT has no control over market conditions or bidding procedures, the CONSULTANT does not provide warranty or guarantee of the estimated costs.*

## **Task 7. Final Plans, Specifications, and Opinion of Probable Construction Cost**

Based on CITY comments resulting from Task 6, prepare complete construction bid documents. Submit complete bid documents (including plans, specifications, and opinions of probable construction costs) to the CITY.

### **7.1 Detailed Construction Drawings**

#### **Assumption:**

1. *It is assumed that no municipal utility design (such as sanitary sewer or water main) is included in the project.*

Prepare Detailed Construction Drawings, including plan views, profiles, cross-sections and details, along with supporting design calculations. To develop a basis for a work hour estimate, an estimate of the contract plans that are assumed to be required is included below. The project limits are calculated from the center of the intersection and approximately 400 linear feet north along Point Fosdick and 400 linear feet east along 36<sup>th</sup> Avenue. It is assumed that the project can be covered on two (2) plan/profile sheets. Plans will be drawn at 1" =20' scale unless noted otherwise. Plans will be generated in accordance with the City of Gig Harbor Public Works Standards. Format for plans will be ink or equivalent, on CITY title/border, 22-inch x 34-inch size sheets. The scales to be used, the lettering, and the general delineation of the plans will be such as will provide legible reproduction at full scale or when reproduced at one-quarter the original size (50 percent reduction).

A total of 8 drawings is anticipated and will be based on the following sheet breakdown and descriptions:

- a. **Title and Index Sheet (1 Sheet, not-to-scale (NTS))**  
Title and index sheet will include a vicinity map.
- b. **Legend, Abbreviations, and General Notes (1 Sheet, NTS)**  
Sheet will present legend, abbreviations, and general notes for contract drawings.
- c. **Roadway Sections and Details (1 Sheet, NTS)**

Roadway sections for the typical roadway cross-sections for construction.

**d. Paving, Grading, and Drainage Plans/Curb and Drainage Profiles**  
(2 Sheets, H:1" =20', V:1" =5' Scale )

These plans will be a "split sheet" format, containing both plan and profile elements.

The plans will include:

- horizontal alignment information, paving limits, and limits of any cut/fill required. No structural design is anticipated
- limits of pavement removal and grading limits
- adjustments of valve boxes and manholes

The plans will include centerline profiles (including location and elevation) to control the vertical elements of the work outside of the intersection areas.

**e. Temporary/Permanent Pollution, Erosion and Sedimentation Control Plans and Details**

(1 Sheet, 1" = 40' Scale) Both temporary and permanent control measures not covered by the standard plans will be incorporated into the same plans and distinguished by line type, callout, and legend. Standard plans will be utilized to the maximum extent possible. Standard plan details will be exhibited on 8-1/2" x 11" pages attached to the Contract Provisions and will not be included in the contract drawing set.

**g. Channelization and Signing Plans**

(2 Plan/Plan Sheet, 1" =20' Scale)

Channelization and signing plans (including sign schedule) that illustrate project channelization and signing.

## **7.2 Contract Special Provisions**

The Consultant will prepare the special provisions to be inserted into the completed contract provisions prepared by the City.

## **7.3 Engineer's Opinion of Probable Construction Cost and Bid Item Tabulation**

The "Engineer's Opinion of Probable Construction Cost" will include an itemized list in tabular form, describing section, item, and number of units (quantity), "estimated unit costs", and estimated total cost. Opinions of Probable Construction Cost will be prepared at the 60 percent and final levels of design.

*It is understood that any cost opinion or engineer's estimate provided by the CONSULTANT will be on the basis of experience and judgment. Because the CONSULTANT has no control over market conditions or bidding procedures, the CONSULTANT does not provide warranty or guarantee of the estimated costs.*

## **7.4 Respond to CITY Comments**

Revise plans to incorporate comments from CITY review. Work required beyond the level of effort identified in the hours estimate will be considered Extra Work.

## **7.5 Quality Assurance and Quality Control**

Quality control includes senior engineer reviews. The CONSULTANT will conduct an internal quality assurance program prior to the final submittal of the bid documents. This task will

supplement the continuous quality assurance program by conducting a detailed review of the project's plans and specifications for constructibility and consistency within the bid documents.

## **Task 8. Bidding Process**

### **8.1 Respond to CITY Requested Questions**

Assist the CITY by answering questions during the bidding process. Because of the unknown nature of this task, this assistance will be limited to the dollars identified in the fee breakdown.

### **8.2 Preconstruction Meeting**

The CONSULTANT's project manager and one additional staff member will attend the preconstruction meeting.

## **IV. DOCUMENTS FURNISHED BY CONSULTANT TO CITY**

The following documents, exhibits or other presentations for the work covered by this AGREEMENT ("Documents") shall be furnished by CONSULTANT to CITY upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability or legal exposure to CONSULTANT; CITY shall assume all risks associated with such use, modifications, or conversions. CONSULTANT may remove from the electronic Documents delivered to CITY all references to CONSULTANT's involvement and will retain a tangible copy of the Documents delivered to CITY which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only—CONSULTANT is not required to maintain electronic files beyond 90 days after project final billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

1. Opinion of cost at the 60 percent and 100 percent submittals, 2 copies each
2. All sheets (at half-scale--11-inches x 17-inches) comprising the set of contract plans for CITY review at the 60 percent and 100 percent completion stage, 5 copies and one original of plan set for each submittal.
3. Contract Special Provisions for CITY review at the final design submittal, 2 copies
4. "Full-size" final contract plans on mylar, one set
5. "Half-scale" final contract plans on bond paper, one set

## V. ITEMS AND SERVICES TO BE FURNISHED BY CITY TO CONSULTANT

CITY will provide the following items and services to CONSULTANT that will facilitate the preparation of the Plans and studies within the limits of the project. CONSULTANT is entitled to rely on the accuracy and completeness of the data furnished by others, including but not limited to, survey and traffic data.

1. Any available record drawings and information on public works projects in the project area.
2. Intersection design requirements for intersection elements, i.e. storage lengths, lane widths, shoulder widths, pavement depth etc.
3. Utility facility maps for the project area. CITY will provide CONSULTANT with available as-built drawings for water, sewer, and storm drainage facilities in the area, in both hard copy, and electronic format (to be derived from the CITY GIS database).
4. Copy of survey control data for existing survey monumentation and benchmarks. The CITY has established and will provide the CONSULTANT with horizontal and vertical control for the project using the Washington State plane coordinate system, north zone NAD 83(91) for horizontal control and NAVD-88 to establish the vertical datum. This information will be made available to the CONSULTANT. Any reformatting or reconfiguration or hardware/software purchase necessary to make the supplied files compatible will be considered Extra Work.
5. Existing ROW information plans for the project intersection.
6. Roadway section(s) for corridor, 1 copy
7. Special Provisions, electronic copy (MS Word) and hard copy.
8. Prepare permit applications and submit for approval. Give CONSULTANT copies of project permit applications submitted by the CITY. The City will coordinate, prepare, and obtain Pierce County right of way use permit.
9. Any right of entry permission for either public or private property required for this work.
10. Timely reviews of all work at mutually agreed upon times and consolidation of all review comments onto one review set prior to return to the CONSULTANT.
11. Payment of all review and/or permit fees.
12. Payment for potholing for utility locations by utility companies.
13. Title reports for affected properties.
14. Reproduction of final Bid Documents.
15. 5 copies of final Bid Documents.
16. Payment of costs associated with advertisement for bids.

## VI. EXTRA WORK

All work not described under Section II above, will be considered Extra Work. The following tasks are possible Extra Work items, which may be performed under a supplement to this Agreement:

1. Intersection Analysis
2. Construction Administration
3. Wetland Delineation
4. Geotechnical Investigation
5. Right-of-way acquisition and negotiation services

Exhibit A

Project Name: City of Gig Harbor  
 Phase Name: Phase 1 Interim 36th Ave. / Pt. Fosdick Dr. Intersection Improvements

Prepared by: B. Shea  
 Date: 9/25/2003  
 Checked by: D. Skinner  
 Date: 10/7/2003

WORK CODE	Task Subtask	TOTALS HOURS/ DOLLARS	Senior PM \$56.50	Senior PM \$47.12	Project Engineer \$33.00	Project Designer \$27.50	CADD \$24.00	Word Processor \$20.00	Project Controller \$23.80	Program Assistant \$18.00
	<b>PHASE 1 - CORRIDOR PLANNING AND PUBLIC INFORMATION (-1 month)</b>									
	<b>Task 1 - Project Management/CONSULTANT Coordination</b>									
	1.1 Project Reporting/Project Management	6 \$189.44		2 \$94.24					4 \$95.20	
	<b>Task 2 - Topographic Survey and Base Maps</b>									
	2.1 Topographic Survey Coordination	2 \$55.00				2 \$55.00				
	2.2 Base Map Preparation	8 \$217.00			2 \$66.00	2 \$55.00	4 \$96.00			
	<b>Task 3 - Intersection Analysis</b>									
	3.1 Obtain existing traffic counts	1 \$33.00			1 \$33.00					
	3.2 Forecast future traffic	3 \$99.00			3 \$99.00					
	3.3 Intersection analysis	8 \$315.74	1 \$56.50	2 \$94.24	5 \$165.00					
	<b>Task 4 - Right-of-Way Acquisition</b>									
	<b>Task 5 - Utility Coordination</b> Assumes City will coordinate all utility relocations if required									
	<b>Task 6 - Preliminary Plans, Opinion of Cost and Recommendations</b>									
	6.1 Preliminary Design Meetings (1)	4 \$160.24		2 \$94.24	2 \$66.00					
	6.2 Preliminary Construction Drawings (-60%)	32 \$1,022.24		2 \$94.24	20 \$660.00	8 \$220.00	2 \$48.00			
	6.3 Engineer's Opinion of Probable Cost (-60%)	9 \$311.12		1 \$47.12	8 \$264.00					
	<b>Task 7 - Final Plans, Specifications and Opinion of Probable Cost</b>									
	7.1 Detailed Construction Drawings									
	a. Title and Index Sheet (1)	2 \$51.50				1 \$27.50	1 \$24.00			
	b. Legend, Abbreviations and General Notes (1)	2 \$55.00				2 \$55.00				
	c. Roadway Sections and Details (1)	7 \$216.12		1 \$47.12	2 \$66.00	2 \$55.00	2 \$48.00			
	d. Paving Plans (2)	36 \$1,158.24		2 \$94.24	16 \$528.00	16 \$440.00	4 \$96.00			
	e. Temp/Perm Erosion Sedimentation Control Plans (1)	5			1	4				



Exhibit A

Project Name: City of Gig Harbor  
 Phase Name: Phase 1 Interim 36th Ave. / Pt. Fosdick Dr. Intersection Improvements

Prepared by: B. Shea  
 Date: 9/25/2003  
 Checked by: D. Skinner  
 Date: 10/7/2003

WORK CODE	Task.Subtask	TOTALS HOURS/DOLLARS	Senior PM \$56.50	Senior PM \$47.12	Project Engineer \$33.00	Project Designer \$27.50	CADD \$24.00	Word Processor \$20.00	Project Controller \$23.60	Program Assistant \$18.00
		\$143.00			\$33.00	\$110.00				
	g. Channelization, and Signing Plans (2)	19		2	12	5				
		\$627.74		\$94.24	\$396.00	\$137.50				
7.2	Special Provisions - Assumes City will prepare bid package	9		1	8					
		\$311.12		\$47.12	\$264.00					
7.3	Engineers Opinion of Probable Cost	8			6	2				
		\$253.00			\$198.00	\$55.00				
7.4	Respond to City Comments	3		1	2					
		\$113.12		\$47.12	\$66.00					
7.5	Quality Assurance/Quality Control	6	2	4						
		\$301.48	\$113.00	\$188.48						
<b>Task 8 - Bidding Process</b>										
8.1	Respond to City Requested Questions/Pre-Bld Meeting	6		2	4					
		\$226.24		\$94.24	\$132.00					
8.2	Preconstruction Meeting	8		4	4					
		\$320.48		\$188.48	\$132.00					
<b>TOTALS</b>		186	3	26	86	44	13		4	
		\$6,179.82	\$169.50	\$1,225.12	\$3,168.00	\$1,210.00	\$312.00		\$95.20	

			OUTSIDE REIMBURSABLES			SUBCONSULTANTS		
Direct Salary		\$6,179.82	Per Diem			1) Prim Surveying		\$2,000.00
Overhead @ 173.15%		\$10,700.36	Lodging			2) Traffic Count		\$500.00
Subtotal		\$16,880.18	Mileage/pers. Vehicle (\$0.345/mile)		\$150.00	3)		
			Travel			4)		
Fee @ 12%		\$2,025.62	Meals			5)		
Outside Reimbursables		\$450.00	Supplies			6)		
Subconsultants		\$2,500.00	Reproduction		\$300.00	7)		
			Telephone			8)		
<b>TOTAL =</b>		<b>\$21,856.80</b>	Postage/Delivery			9)		
			Other			10)		
			Markup for Reimb. =			Markup =		
					Total = \$450.00			Total: \$2,500.00



ADMINISTRATION

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR DR**  
**DATE: OCTOBER 14, 2003**  
**SUBJECT: THIRD QUARTER FINANCIAL REPORT**

The quarterly financial reports for the third quarter of 2003 are attached.

Total resources, including all revenues and beginning cash balances, are 72% of the annual budget. Total revenues, excluding cash balances, are 60% of the annual budget while total expenditures are at 44%.

General Fund revenues (excluding beginning balance) are ahead of pace at 98% of budget (as compared with 91% last year). Taxes are 79% of budget with sales tax receipts leading the way at 80% of budget. At this time it appears that sales tax revenues will come in at about \$3.65 million. Private utilities taxes (5% of gross receipts for provision of telephone service, electricity, natural gas and water) will come in around \$800,000. B & O tax on electric and telephone utilities are at 76% and 77% of budget and total \$547,000 through September.

General Fund expenditures are 46% of budget. This number is artificially low because \$2.2 million in interfund transfers have not yet been made. Assuming these transfers were made General Fund expenditures would be 70% of budget through the end of September. All other departments are on track to be within budget.

Street Fund revenues and expenditures through September are 38% of budget. The revenues are low because budgeted interfund transfers totaling \$800,000 have not been needed and likely won't be this year. Street Fund budgeted resources and expenditures are expected to be 94% and 89% of budget at year-end.

Water and Sewer revenues through September are at 83% and 70% of budget. Last year revenues for the same period were 80% and 75% of budget. Water and Sewer revenues are expected to come near budget for 2003, while Water expenditures are expected to be 70% and Sewer expenditures 60% of budget.

Water and Sewer expenditures are 63% and 52% of budget. For the same period last year, both funds were at 46% and 60% of budget. It appears we should be within our expenditure budget for both the Water and Sewer Funds. Storm Sewer revenues and expenditures are at 43% and 31% of budget. Why so low????

Cash balances are adequate in all funds.

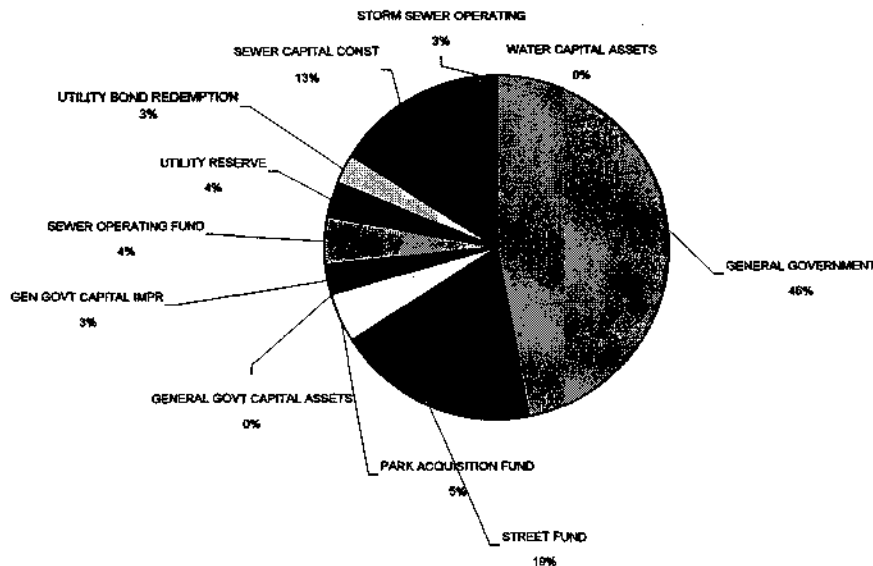
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF September 30, 2003**

FUND NO.	DESCRIPTION	BEGINNING	REVENUES		EXPENDITURES		OTHER	ENDING
		BALANCE				CHANGES	BALANCE	
001	GENERAL GOVERNMENT	\$ 2,993,861	\$ 5,470,956	\$ 4,170,566	\$ (253,024)	\$ 4,041,227		
101	STREET FUND	1,707,101	1,298,523	1,252,902	(132,857)	1,619,865		
105	DRUG INVESTIGATION FUND	3,108	40	2,825	(20)	303		
107	HOTEL-MOTEL FUND	236,605	133,792	135,594	(4,818)	229,985		
109	PARK ACQUISITION FUND	-	3,630	25,445	416,969	395,155		
110	CIVIC CENTER DEBT RESERVE	-	-	-	-	-		
208	91 GO BONDS & 97 LTGO BONDS	53,253	360,547	336,799	(1,053)	75,947		
209	2000 NOTE REDEMPTION FUND	2,719	24	-	-	2,744		
301	GENERAL GOVT CAPITAL ASSETS	242,132	127,941	177,640	(45,540)	146,894		
305	GENERAL GOVT CAPITAL IMPR	115,218	128,283	-	-	243,501		
309	IMPACT FEE-TRUST AGENCY FUND	-	-	-	-	-		
401	WATER OPERATING FUND	120,541	630,123	439,614	(126,432)	184,618		
402	SEWER OPERATING FUND	91,336	832,834	774,086	(278)	149,807		
407	UTILITY RESERVE	293,173	8,076	-	-	301,250		
408	UTILITY BOND REDEMPTION	387,450	58,921	394,038	(178)	52,155		
410	SEWER CAPITAL CONST	1,091,228	392,445	259,833	(73,852)	1,149,988		
411	STORM SEWER OPERATING FUND	144,906	291,654	214,437	18,037	240,160		
420	WATER CAPITAL ASSETS	556,118	153,534	456,347	(59,120)	194,186		
605	LIGHTHOUSE MAINTENANCE TRUST	1,761	16	-	-	1,776		
631	MUNICIPAL COURT	-	50,684	44,794	(5,890)	-		
		<b>\$ 8,040,509</b>	<b>\$ 9,942,025</b>	<b>\$ 8,684,918</b>	<b>\$ (268,056)</b>	<b>\$ 9,029,559</b>		

**COMPOSITION OF CASH AND INVESTMENTS  
AS OF September 30, 2003**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		1.0000%	513,855
RESTRICTED CASH		1.0000%	325
LOCAL GOVERNMENT INVESTMENT POOL		1.0651%	7,915,080
FEDERAL HOME LOAN BANK	03/17/06	2.5500%	600,000
			<b>\$ 9,029,559</b>

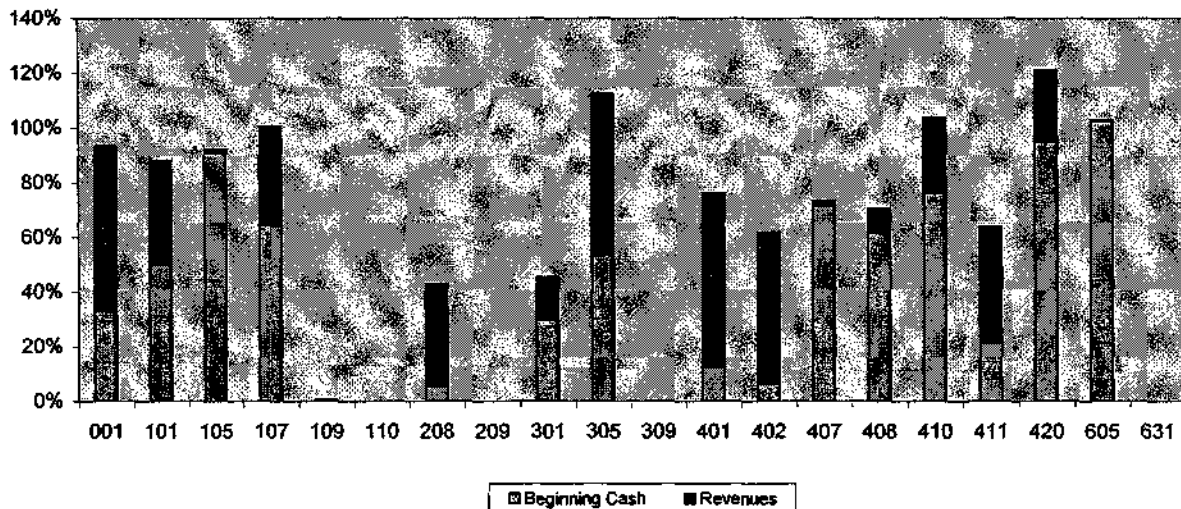
**Ending Cash Balances By Fund**



**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF September 30, 2003**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,061,977	\$ 8,464,817	\$ 597,160	93.41%
101	STREET FUND	3,418,745	3,005,624	413,121	87.92%
105	DRUG INVESTIGATION FUND	3,414	3,148	266	92.20%
107	HOTEL-MOTEL FUND	368,360	370,397	(2,037)	100.55%
109	PARK ACQUISITION FUND	576,929	3,630	573,299	0.63%
110	CIVIC CENTER DEBT RESERVE	1,515,000		1,515,000	
208	91 GO BONDS & 97 LTGO BONDS	962,777	413,800	548,977	42.98%
209	2000 NOTE REDEMPTION FUND	1,261,625	2,744	1,258,881	0.22%
301	GENERAL GOVT CAPITAL ASSETS	813,261	370,073	443,188	45.50%
305	GENERAL GOVT CAPITAL IMPROVEMENT	216,405	243,501	(27,096)	112.52%
309	IMPACT FEE-TRUST AGENCY FUND	676,800		676,800	
401	WATER OPERATING	983,376	750,664	232,712	76.34%
402	SEWER OPERATING	1,492,662	924,171	568,491	61.91%
407	UTILITY RESERVE	409,843	301,250	108,593	73.50%
408	UTILITY BOND REDEMPTION FUND	630,972	446,371	184,601	70.74%
410	SEWER CAPITAL CONSTRUCTION	1,431,605	1,483,672	(52,067)	103.64%
411	STORM SEWER OPERATING	683,612	436,560	247,052	63.86%
420	WATER CAPITAL ASSETS	584,829	709,653	(124,824)	121.34%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	1,776	(55)	103.22%
631	MUNICIPAL COURT		50,684	(50,684)	
		<b>\$ 25,093,913</b>	<b>\$ 17,982,534</b>	<b>\$ 7,111,379</b>	<b>71.66%</b>

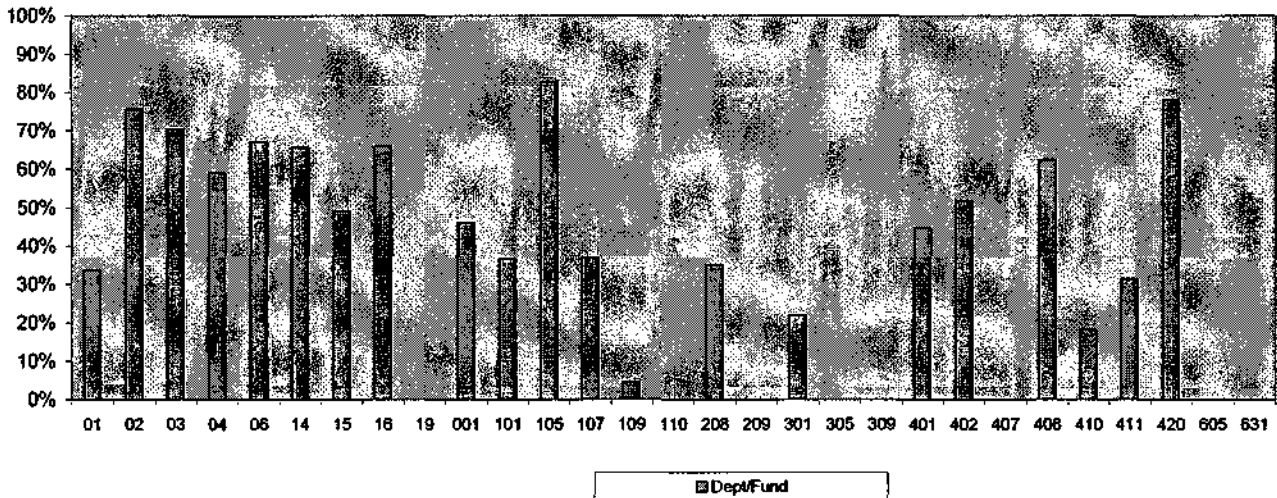
**Resources as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING September 30, 2003**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 3,416,500	\$ 1,146,407	\$ 2,270,093	33.56%
02	LEGISLATIVE	55,700	42,086	13,614	75.56%
03	MUNICIPAL COURT	317,050	223,258	93,792	70.42%
04	ADMINISTRATIVE/FINANCIAL	744,500	440,141	304,359	59.12%
06	POLICE	1,748,850	1,173,326	573,524	67.17%
14	COMMUNITY DEVELOPMENT	939,700	616,611	323,089	65.62%
15	PARKS AND RECREATION	761,650	373,233	388,417	49.00%
16	BUILDING	236,000	155,503	80,497	65.89%
19	ENDING FUND BALANCE	844,027	-	844,027	
001	TOTAL GENERAL FUND	9,061,977	4,170,566	4,891,411	46.02%
101	STREET FUND	3,418,745	1,252,902	2,165,843	36.65%
105	DRUG INVESTIGATION FUND	3,414	2,825	589	82.75%
107	HOTEL-MOTEL FUND	368,360	135,594	232,766	36.81%
109	PARK ACQUISITION FUND	576,929	25,445	551,485	4.41%
110	CIVIC CENTER DEBT RESERVE	1,515,000	-	1,515,000	
208	91 GO BONDS & 97 LTGO BONDS	962,777	336,799	625,978	34.98%
209	2000 NOTE REDEMPTION FUND	1,261,625	-	1,261,625	
301	GENERAL GOVT CAPITAL ASSETS	813,261	177,640	635,621	21.84%
305	GENERAL GOVT CAPITAL IMPROVEMENT	216,405	-	216,405	
309	IMPACT FEE-TRUST AGENCY FUND	676,800	-	676,800	
401	WATER OPERATING	983,376	439,614	543,762	44.70%
402	SEWER OPERATING	1,492,662	774,086	718,576	51.86%
407	UTILITY RESERVE	409,843	-	409,843	
408	UTILITY BOND REDEMPTION FUND	630,972	394,038	236,934	62.45%
410	SEWER CAPITAL CONSTRUCTION	1,431,605	259,833	1,171,772	18.15%
411	STORM SEWER OPERATING	683,612	214,437	469,175	31.37%
420	WATER CAPITAL ASSETS	584,829	456,347	128,482	78.03%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	-	1,721	
631	MUNICIPAL COURT	-	44,794	(44,794)	
		\$ 25,093,913	\$ 8,684,918	\$ 16,408,995	34.61%

**Expenditures as a Percentage of Annual Budget**



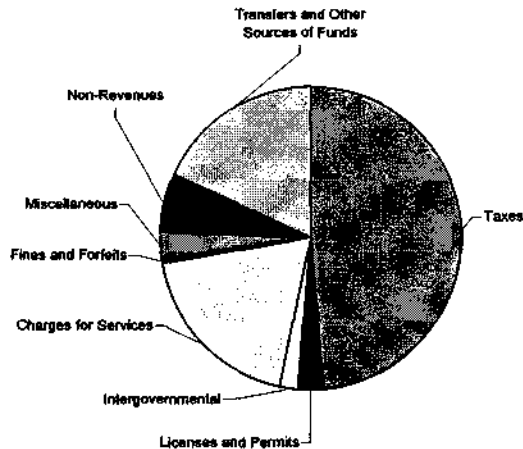
**CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING September 30, 2003**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 4,832,017
Licenses and Permits	280,639
Intergovernmental	192,631
Charges for Services	1,863,858
Fines and Forfeits	63,728
Miscellaneous	270,024
Non-Revenues	640,063
Transfers and Other Sources of Funds	1,799,065
<b>Total Revenues</b>	<b>9,942,025</b>
Beginning Cash Balance	8,040,509
<b>Total Resources</b>	<b>\$ 17,982,534</b>

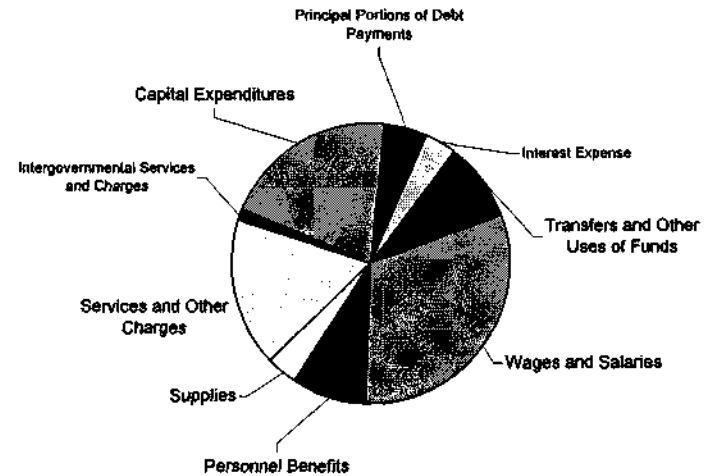
**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING September 30, 2003**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 2,693,341
Personnel Benefits	753,167
Supplies	313,619
Services and Other Charges	1,488,628
Intergovernmental Services and Charges	134,293
Capital Expenditures	1,766,238
Principal Portions of Debt Payments	421,276
Interest Expense	309,561
Transfers and Other Uses of Funds	804,794
<b>Total Expenditures</b>	<b>8,684,918</b>
Ending Cash Balance	9,029,560
<b>Total Uses</b>	<b>\$ 17,714,478</b>

**Revenues by Type - All Funds**



**Expenditures by Type - All Funds**



**CITY OF GIG HARBOR**  
**STATEMENT OF FINANCIAL POSITION**  
**AS OF September 30, 2003**

	SPECIAL REVENUE FUNDS										TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	110 CIVIC CENTER DEBT RESERVE	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	
CASH	\$ 203,788	\$ 98,752	\$ 18	\$ 14,021	\$ 24,090	\$ -	\$ 8,955	\$ 14,845	\$ -	\$ 108	\$ 160,789
INVESTMENTS	3,837,441	1,521,113	284	215,965	371,065	-	137,939	228,657	-	1,668	2,476,690
RECEIVABLES	49,574	33,824	-	500	-	-	-	-	-	-	34,324
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>4,090,801</b>	<b>1,653,689</b>	<b>303</b>	<b>230,485</b>	<b>395,155</b>	<b>-</b>	<b>146,894</b>	<b>243,501</b>	<b>-</b>	<b>1,776</b>	<b>2,671,804</b>
<b>LIABILITIES</b>											
CURRENT	21,267	143,412	-	-	-	-	-	-	-	-	143,412
LONG TERM	32,776	28,908	-	-	-	-	-	-	-	-	28,908
<b>TOTAL LIABILITIES</b>	<b>54,044</b>	<b>172,320</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>172,320</b>
<b>FUND BALANCE:</b>											
BEGINNING OF YEAR	2,736,367	1,435,749	3,088	232,287	416,969	-	196,593	115,218	-	1,761	2,401,663
Y-T-D REVENUES	5,470,966	1,298,523	40	133,792	3,630	-	127,941	128,283	-	16	1,692,226
Y-T-D EXPENDITURES	(4,170,566)	(1,252,902)	(2,625)	(135,594)	(25,445)	-	(177,640)	-	-	-	(1,594,405)
<b>ENDING FUND BALANCE</b>	<b>4,036,758</b>	<b>1,481,369</b>	<b>303</b>	<b>230,485</b>	<b>395,155</b>	<b>-</b>	<b>146,894</b>	<b>243,501</b>	<b>-</b>	<b>1,776</b>	<b>2,499,484</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>4,090,801</b>	<b>\$ 1,653,689</b>	<b>\$ 303</b>	<b>\$ 230,485</b>	<b>\$ 395,155</b>	<b>\$ -</b>	<b>\$ 146,894</b>	<b>\$ 243,501</b>	<b>\$ -</b>	<b>\$ 1,776</b>	<b>\$ 2,671,804</b>

	208 91 GO BONDS SOUNDVIEW DR	209 2000 NOTE REDEMPTION	TOTAL DEBT SERVICE
CASH	\$ 4,630	\$ 167	\$ 4,797
INVESTMENTS	71,317	2,577	73,894
RECEIVABLES	1,287	-	1,287
FIXED ASSETS	-	-	-
OTHER	-	-	-
<b>TOTAL ASSETS</b>	<b>77,234</b>	<b>2,744</b>	<b>79,978</b>
<b>LIABILITIES</b>			
CURRENT	-	-	-
LONG TERM	-	-	-
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE:</b>			
BEGINNING OF YEAR	53,487	2,719	56,206
Y-T-D REVENUES	360,547	24	360,571
Y-T-D EXPENDITURES	(336,799)	-	(336,799)
<b>ENDING FUND BALANCE</b>	<b>77,234</b>	<b>2,744</b>	<b>79,978</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 77,234</b>	<b>\$ 2,744</b>	<b>\$ 79,978</b>



CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF September 30, 2003

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$ 11,349	\$ 9,227	\$ 24,461	\$ 3,485	\$ 70,107	\$ 14,641	\$ 11,838	\$ 145,108
INVESTMENTS	173,269	140,580	276,788	48,670	1,079,881	225,519	182,348	2,127,055
RECEIVABLES	162,241	173,483	9,195	750,343	(2,019)	50,517	-	1,143,760
FIXED ASSETS	2,946,570	9,559,675	-	-	531,273	891,211	96,933	14,025,662
OTHER	-	-	-	2,945	-	-	-	2,945
<b>TOTAL ASSETS</b>	<b>3,293,429</b>	<b>9,882,965</b>	<b>310,445</b>	<b>805,443</b>	<b>1,679,241</b>	<b>1,181,888</b>	<b>291,119</b>	<b>17,444,529</b>
<b>LIABILITIES</b>								
CURRENT	(109)	661,763	-	394,221	-	2	33,045	1,088,923
LONG TERM	42,033	45,657	-	2,419,882	-	26,589	-	2,534,161
<b>TOTAL LIABILITIES</b>	<b>41,924</b>	<b>707,420</b>	<b>-</b>	<b>2,814,103</b>	<b>-</b>	<b>26,591</b>	<b>33,045</b>	<b>3,623,084</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	3,060,996	9,116,796	302,368	(1,673,544)	1,546,630	1,078,079	560,886	13,992,212
Y-T-D REVENUES	630,123	832,834	8,076	58,921	392,445	291,654	153,534	2,367,588
Y-T-D EXPENDITURES	(439,614)	(774,086)	-	(394,038)	(259,833)	(214,437)	(456,347)	(2,538,354)
<b>ENDING FUND BALANCE</b>	<b>3,251,505</b>	<b>9,175,545</b>	<b>310,445</b>	<b>(2,008,660)</b>	<b>1,679,241</b>	<b>1,155,296</b>	<b>258,074</b>	<b>13,821,446</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 3,293,429</b>	<b>\$ 9,882,965</b>	<b>\$ 310,445</b>	<b>\$ 805,443</b>	<b>\$ 1,679,241</b>	<b>\$ 1,181,888</b>	<b>\$ 291,119</b>	<b>\$ 17,444,529</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF September 30, 2003

	FIDUCIARY	ACCOUNT GROUPS			TOTAL
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS	
CASH	\$ -	\$ -	\$ -	\$ -	514,480.40
INVESTMENTS	-	-	-	-	8,515,080
RECEIVABLES	-	-	-	-	1,228,946
FIXED ASSETS	-	19,853,294	-	19,853,294	33,878,955
OTHER	-	-	-	-	2,945
<b>TOTAL ASSETS</b>	-	<b>19,853,294</b>	-	<b>19,853,294</b>	<b>44,140,406</b>
<b>LIABILITIES</b>					
CURRENT	-	-	-	-	1,253,602
LONG TERM	-	-	-	-	2,595,845
<b>TOTAL LIABILITIES</b>	-	-	-	-	<b>3,849,447</b>
<b>FUND BALANCE:</b>					
BEGINNING OF YEAR	(5,890)	19,853,294	-	19,853,294	39,033,852
Y-T-D REVENUES	50,684	-	-	-	9,942,025
Y-T-D EXPENDITURES	(44,794)	-	-	-	(8,684,918)
<b>ENDING FUND BALANCE</b>	-	<b>19,853,294</b>	-	<b>19,853,294</b>	<b>40,290,959</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ -</b>	<b>\$ 19,853,294</b>	<b>\$ -</b>	<b>\$ 19,853,294</b>	<b>\$ 44,140,406</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
BY FUND TYPE  
AS OF September 30, 2003

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
<b>ASSETS</b>								
CASH	\$ 203,786	\$ 160,789	\$ 4,797	\$ 369,372	\$ 145,108	\$ -	\$ -	\$ 514,480
INVESTMENTS	3,837,441	2,476,690	73,894	6,388,025	2,127,055	-	-	8,515,080
RECEIVABLES	49,574	34,324	1,287	85,186	1,143,760	-	-	1,228,946
FIXED ASSETS	-	-	-	-	14,025,662	-	19,853,294	33,878,955
OTHER	-	-	-	-	2,945	-	-	2,945
<b>TOTAL ASSETS</b>	<b>4,090,801</b>	<b>2,671,804</b>	<b>79,978</b>	<b>6,842,583</b>	<b>17,444,529</b>	<b>-</b>	<b>19,853,294</b>	<b>44,140,406</b>
<b>LIABILITIES</b>								
CURRENT	21,267	143,412	-	164,680	1,088,923	-	-	1,253,602
LONG TERM	32,776	28,908	-	61,684	2,534,161	-	-	2,595,845
<b>TOTAL LIABILITIES</b>	<b>54,044</b>	<b>172,320</b>	<b>-</b>	<b>226,364</b>	<b>3,623,084</b>	<b>-</b>	<b>-</b>	<b>3,849,447</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	2,736,367	2,401,663	56,206	5,194,236	13,992,212	(5,890)	19,853,294	39,033,852
Y-T-D REVENUES	5,470,956	1,692,226	360,571	7,523,753	2,367,588	50,684	-	9,942,025
Y-T-D EXPENDITURES	(4,170,566)	(1,594,405)	(336,799)	(6,101,770)	(2,536,354)	(44,794)	-	(8,684,918)
<b>ENDING FUND BALANCE</b>	<b>4,036,758</b>	<b>2,499,484</b>	<b>79,978</b>	<b>6,616,220</b>	<b>13,821,446</b>	<b>-</b>	<b>19,853,294</b>	<b>40,290,959</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 4,090,801</b>	<b>\$ 2,671,804</b>	<b>\$ 79,978</b>	<b>\$ 6,842,583</b>	<b>\$ 17,444,529</b>	<b>\$ -</b>	<b>\$ 19,853,294</b>	<b>\$ 44,140,406</b>



**POLICE DEPARTMENT**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE**  
**SUBJECT: AUGUST INFORMATION FROM PD**  
**DATE: OCTOBER 17, 2003**

The September activity statistics are attached for your review.

Our three Reserve Officers provided 91 hours of volunteer service in September. The time was split between patrol duties and an arrest warrant emphasis. Our two newest Reserve Officers have joined the department and have begun their field training program

The bike unit logged 5.5 hours in September. This time was spent at Gig Harbor High School.

The Marine Services Unit worked 50.5 hours in September. This was divided between 46.5 hours of patrol, 3.5 hours for administrative purposes, ½ hour of maintenance and 24 hours of training. The unit responded to 5 dispatched calls, performed 6 marine inspections, 1 search and rescue call, 2 boater assists, and 2 boating complaints.

**GIG HARBOR POLICE DEPARTMENT**

**MONTHLY ACTIVITY REPORT**

**SEP 2003**

	<u>2003</u>	<u>SEP</u> <u>2003</u>	<u>YTD</u> <u>2003</u>	<u>YTD</u> <u>2002</u>	<u>% chg</u>
CALLS FOR SERVICE	485	485	4450	4330	3%
SECONDARY OFFICER ASSIST	46	46	621	581	6%
CRIMINAL TRAFFIC	5	5	84	96	-13%
TRAFFIC INFRACTIONS	63	63	698	579	21%
DUI ARRESTS	1	1	39	48	-19%
FELONY ARRESTS	8	8	54	65	-17%
WARRANT ARRESTS	6	6	54	61	-14%
MISDEMEANOR ARRESTS	28	28	194	132	47%
CASE REPORTS	127	127	1023	907	13%
REPORTABLE VEHICLE ACCIDENTS	20	20	132	136	-3%