

Gig Harbor City Council Meeting

**October 14, 2002
7:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
October 14, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION: Brain Sonntag, State Auditor – Letter of Commendation.

PUBLIC HEARING:

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 23, 2002.
2. Correspondence/Proclamations:
3. Purchase and Installation Agreement – Roof and Wall Insulation.
4. Verhwardson Street Improvement Final Design – Consultant Services Contract.
5. Services Agreement for Planter Boxes – Jan's Gardening Service.
6. Copier Maintenance Contract.
7. Special Occasion Liquor License: Knights of Columbus.
8. Liquor License Assumption: Fred Meyer Marketplace.
9. Liquor License Renewals: Jekyll and Hydes; JT's Original BBQ; Harborview Grocery; Wasabi Restaurant.
10. Approval of Payment of Bills for October 14, 2002.
Checks #38001 through #38178 in the amount of \$786,178.43. Checks #37340 through #3800 were destroyed due to address change.
11. Approval of Payroll for the month of September:
Checks 1723 through #1754 and #2101 through #2132 and direct deposit entries in the amount of \$207,173.09. Payroll checks \$1755 through #2100 were destroyed due to address change.

OLD BUSINESS: None.

NEW BUSINESS:

1. First Reading of Ordinance – 2002 Budget Amendment.
2. First Reading of Ordinance – Adopting the 2002 Comprehensive Transportation Plan Update.
3. Resolution – Surplus Property.
4. Resolution – Fitness Equipment.

STAFF REPORTS:

Chief Barker, GHPD – August Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30110(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 23, 2002

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

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE

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 9, 2002.
2. Correspondence/Proclamations:
3. Interlocal Agreement with Law Enforcement Support Agency (LESA).
4. Law Enforcement Mutual Aid and Mobilization Agreement.
5. Borgen Boulevard Hydroseeding and Topsoil Project.
6. Liquor License Change of Officers: Hy-Iu-Hee-Hee.
7. Approval of Payment of Bills for September 23, 2002.
Checks #37154 through #37339 in the amount of \$1,050,557.20.
Checks # 37179-37185 voided.

Councilmember Franich asked that the minutes of the September 9th meeting be amended to reflect his concern that the purchase of the Skansie Property would put the Maritime Pier project in jeopardy, and that Councilmembers Owel and Picinich assured him that the Maritime Pier project is a priority to council.

MOTION: Move to approve the consent agenda with the minutes amended per Councilmember Franich.
Picinich / Ruffo – unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Resolution – Public Use of City Civic Center Facilities. Mark Hoppen presented this resolution to establish guidelines for public and staff use of the Civic Center. He explained that the proposal includes a rental fee for non-profit use of the building for activities outside the scope of city control or sponsorship. He described the types of activities that would be considered city-sponsored. He answered questions regarding fees and custodial responsibilities, explaining that the formula is similar to that used by the Fire District and School District for facility use. Councilmembers recommended utilizing the guidelines for a time, then reassessing them if necessary.

MOTION: Move to adopt Resolution 597 as presented.
Picinich/Ruffo – unanimously approved.

STAFF REPORTS: None scheduled.

PUBLIC COMMENT:

United Way of Pierce County. Dean McCulligan, Senior Contact for United Way, Pierce County, thanked the Council for the opportunity to explain how United Way serves the Gig Harbor community. He gave an overview of the types of programs that United Way provides, as well as the challenges they face. He then introduced Karen Larson, Account Executive for United Way.

Karen gave a more detailed description of the programs on the Peninsula, which are tracked by zip code. She added that the current campaign is more that fund-raising, but to educate the community on available volunteer opportunities. She described future partnership goals on the Peninsula with the YMCA, Boys and Girls Club, and the existing Red Cross program. Mayor Wilbert thanked both speakers for their presentation.

Mark Schaeffer – Avalon Woods. Mr. Schaeffer said that he had six newspaper articles for Council on the City of Redmond Ordinance regulating gun clubs. He explained that Redmond voted to reject the annexation where the club was located, so the ordinance would not pertain and the club would remain open. He said that King County has jurisdiction over the existing club and has shut them down twice for investigation.

Mark then congratulated the Council on the new building, adding that as a taxpayer, it shows that the community is growing. Mayor Wilbert announced the upcoming worksession on the draft ordinance for shooting ranges. Mr. Schaeffer asked about the format of the public input. Mayor Wilbert explained that the Council would go through the ordinance line-by-line and ask for comments. Councilmember Dick said that Council does not wish to restrict anyone from speaking, but that it would be important those sharing the same view to allow a spokesperson to avoid repetition of testimony.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Ekberg said that it was 29 years ago that he attended his first Council meeting, which was held in the concrete block town hall on Pioneer. He added that he never thought the city would grow as it has, and that it has been neat to watch the community grow and expand to meet the changing needs of the citizens. He said how proud he is of the new building and how it will be available to the citizens. He praised the architects and acknowledged those who worked so hard to bring it about.

Councilmember Dick thanked both Steve and Derek for their participation in the process, adding that the building serves the community well.

Mayor Wilbert thanked Mark and the Police Department for their participation. She announced the open house on October 11th from noon until six.

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council Worksession – Shooting Range Regulations – 6:00 p.m. in the Community Room.
2. Civic Center Open House – noon until 6:00 p.m.

ADJOURN:

MOTION: Move to adjourn at 7:40 p.m.
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized:
Tape 662 Side A 120 – end.
Tape 662 Side B 000 – 152.

Gretchen A. Wilbert, Mayor

City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP,
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PURCHASE AND INSTALLATION AGREEMENT
- ROOF AND WALL INSULATION
DATE: OCTOBER 14, 2002

INTRODUCTION/BACKGROUND

A Street Operating Objective in the 2002 Budget was to purchase and install roof and wall insulation at the city's maintenance shop.

Price quotations for the insulation project were requested from three contractors in accordance with the city's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Contractor</u>	<u>Total</u> (including sales tax)
Christensen Inc.	\$ 14,122.24
SeaCon	\$ 30,509.18
The Wright Co., Inc.	\$ 52,574.00

The lowest price quotation received was from Christensen Inc., in the amount of \$14,122.24, including state sales tax.

The City Attorney has reviewed and approved the contract.

Work is expected to begin in October.

ISSUES/FISCAL IMPACT

The purchase and installation of the roof and wall insulation are within the budgeted amount, as identified in Budget Objective No. 12, in the 2002 Street Operating Fund.

RECOMMENDATION

I recommend that the Council authorize the purchase and installation of the roof and wall insulation from Christensen, Inc., as the lowest contractor, for their price quotation proposal of fourteen thousand one hundred twenty-two dollars and twenty-four cents (\$14,122.24), including state sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND CHRISTENSEN INC.**

THIS AGREEMENT, is made this 1st day of October, 2002, by and between the City of Gig Harbor (hereinafter the "City"), and Christensen, Inc. a Washington corporation, located and doing business at 3285 Ferguson St. S.W., Suite 101, Tumwater, WA 98512, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work described in Exhibit A and the Contractor agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all, materials and labor necessary to install insulation on an existing building at the Public Works maintenance facility. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of fourteen thousand one hundred and twenty-two dollars and twenty-four cents (\$14,122.24), including sales tax, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor 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 - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor 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 subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors 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 Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before December 31, 2002. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification,

which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

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

IX. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, 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 Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'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 provisions of this section shall survive the expiration or termination of this Agreement.

X. Insurance.

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible

under any of the Contractor's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

- D. The City of Gig Harbor shall be named as an additional insured on the Contractor'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 Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor'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 Contractor 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 Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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.

XII. City's Right of Supervision. Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Christensen Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

XV. 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 Contractor.

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

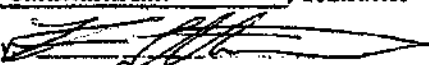

XVII. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently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

XVIII. **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.

XIX. **Resolution of Disputes.** 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, and the City shall determine the term or provisions' true intent or meaning. The City 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 Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the 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 prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

Christensen Inc., Contractor
X By: 
Its: 

THE CITY OF GIG HARBOR
By: _____
Its Mayor

Notice should be sent to:

Christensen Inc.
Attn: Rozanne MacDonald
Project Coordinator
3285 Ferguson St. SW, Suite 101
Tumwater, WA 98512
(360) 709-0330

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

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, 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 Christensen Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

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

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____



COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT - FINAL DESIGN FOR
VERNHARDSON STREET PEDESTRIAN IMPROVEMENTS
DATE: OCTOBER 14, 2002

INTRODUCTION/BACKGROUND

A budgeted objective for 2002 included the final design and construction of pedestrian improvements along Vernhardson Street. Improvements will consist of new curb, gutter, and sidewalk along the north side of the street approximately 1000 feet in length. Consultant services are needed to perform the necessary final design for this project. The Shea Group was selected to perform the final design work based on their understanding of the project, past experience with the City of Gig Harbor, familiarity with the area, and extensive municipal roadway design experience. Based on these criteria, the Shea Group has been selected to perform the final pedestrian improvement design.

Construction for this project has been delayed until the spring of 2003, in order to better control job site erosion issues associated with exposed shoulders and street subgrade.

POLICY CONSIDERATIONS

The Shea Group is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was identified in the Street Operating Fund of the 2002 Annual Budget. The contract amount is within the 2002 budgeted allocation.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract with The Shea Group for the preparation of final plans, specifications, and estimate in the amount not to exceed eighteen thousand, six hundred sixty five dollars and sixty cents (\$18,665.60).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
THE SHEA GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. D.B.A. The Shea Group, a corporation organized under the laws of the State of Washington, located and doing business at 8830 Tallon Lane Lacey, Washington 98509 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of curb, gutter, and sidewalk along the north side of Vernhardson Street from North Harborview Drive to the City Park, including minor storm drainage improvements, 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 September 30, 2002, 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 Eighteen thousand six hundred sixty-five dollars and sixty cents (\$18,665.60) 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 B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on 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 August 31, 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 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
David R. Skinner, P.E.
The Shea Group
PO Box 3427
Lacey, Washington 98509-3427
(360) 459-3609

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__.

By: _____
CONSULTANT
Its Principal

By: _____
CITY OF GIG HARBOR
Mayor

Notices to be sent to:
CONSULTANT
David R. Skinner, P.E.
The Shea Group
PO Box 3427
Lacey, Washington 98509-3427
(360) 459-3609

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that 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 Work
for
Vernhardson Street Pedestrian Improvements Project
City of Gig Harbor

INTRODUCTION

This project will include construction of approximately 1000 L.F. of curb, gutter, and sidewalk along the north side of Vernhardson Street from North Harborview Drive to the City Park. Minor storm drainage improvements will also be required to the existing conveyance system.

The City has requested The Shea Group, a Parametrix Company to provide consulting services for development of construction documents including plans, specifications, and engineers estimate for this project.

The following Tasks describe the work in greater detail:

TASK 1: PROJECT ADMINISTRATION AND COORDINATION

Coordinate the project elements into a cohesive package and maintain oral and written communications with the City and other affected agencies and prepare a design schedule. The anticipated specific elements include:

- Prepare for and attend one meeting with the City and other stakeholders.
- Prepare a design schedule.
- Prepare monthly progress reports and invoices.
- Prepare meeting summaries for all significant meetings.
- Prepare internal and external coordination correspondence.

Assumptions: • The project duration is 6 months.

Deliverables: • Design Schedule.
 • Monthly progress reports and invoices.

TASK 2: TOPOGRAPHIC SURVEY

Topographic survey to locate existing features within the project limits. With this survey, create a base map of the project area. The map will include all marked existing utilities, driveways, street connections and other features important to the pedestrian improvements.

- Assumptions:*
- The survey limits will be the north side of Vernhardson Street from centerline to the R/W limits.
 - AutoCAD base map will be at a scale of 1" = 20'.
 - No additional right-of-way will be acquired.
 - City will mark locations of underground utilities.
 - No formal right-of-way plan will be required.
- Design Tasks:*
- Topographic Survey and field base map preparation (City will acquire all right of entry form properties along the roadway required for the survey.)
- Deliverables:*
- Base map to be used for the final design.
- Furnished by the City:*
- Underground utilities will be marked by a utility service prior to mapping (if needed).
 - Right of entry from property owners adjacent to the roadway.
 - Owner of record and/or title information for adjacent properties, if needed.
 - Copies of right-of-way deeds granted to the City.
 - As-built information on existing roadway, water, sanitary sewer and stormwater facilities.

TASK 3: PERMITTING

This task includes providing the City with the technical information needed to apply for and acquire the permits necessary to allow this project to proceed through the construction phase.

- Assumptions:*
- An HPA will not be required from the Washington State Department of Fish and Wildlife.
 - No Conditional Use Permit will be required.
 - No Army Corps of Engineer wetland fill permits and/or Ecology Water Quality Certification will be required.
 - Parametrix will provide the City with technical information needed to apply for any needed City permits. The City will take the lead in applying for and obtaining City required permits.
- Deliverables:*
- Technical information for required permits needed to proceed through the construction phase of the project.
 - Incorporation of permit requirements into the PS&E.
- Furnished by the City:*
- City required permits.

TASK 4: PRELIMINARY DESIGN

Develop and provide to the City preliminary design plans and a construction estimate for review and comment. If requested by the City, a meeting can be coordinated to discuss the preliminary design comments. The plans will include adequate preliminary information to describe the basic design of the project improvements.

Assumptions:

- No formal design report will be required.
- The project will be advertised for bid in the spring of 2003.
- Attend one City Council/Public Meeting if requested.

Design Tasks:

- Prepare preliminary plan and profile sheets showing proposed C&G, sidewalk locations, stormwater conveyance system, vertical gradients and catch points of cut and fill catch slopes. (2 sheets at scale of 1"=20')
- Prepare preliminary storm drainage report containing all applicable sections in accordance with City guidelines. (Storm drainage assumptions include: no treatment will be required, only connection and minor modifications to the existing conveyance system will be required)

Deliverables:

- 60% complete plans and cost estimate.
- Preliminary storm drainage report.

Furnished by the City:

- Review comments and attendance at the review meeting.
- Coordination with property owners and businesses.

Upon completion of Task 4, and prior to proceeding with Task 5, the City and Parametrix will review the 60% design and preliminary cost estimate to validate funding availability, as well as level of effort assumptions for completing the final plans.

TASK 5: 90% DESIGN

Develop the plans and contract specifications to a 90% completion level.

All work will be accomplished per WSDOT/APWA standards. The contract bid package will include all details required for the pedestrian improvements, including, plans, details, construction schedule, engineer's estimate and contract specifications.

Assumptions:

- City will prepare Division 1 section of the Contract Specifications.

Design Tasks:

- Prepare cover sheet (1 sheet)
- Prepare legend and vicinity map sheet including index and signature blocks (1 sheet)
- Prepare removal and utility relocation plan sheets (1 sheet)

- Prepare roadway and typical section detail sheets (2 sheets)
- Prepare Special Provisions for divisions 2-9.
- Prepare Engineer's cost estimate.

Deliverables:

- Incorporation of the 60% review comments.
- Plans: Two half-size (11x17) set of 90% plans.
- Specifications: One bound copy.
- Estimate: One copy.

Furnished by the City:

- Consolidated and complete set of 90% review comments.

TASK 6: FINAL DESIGN

Incorporate comments from the 90% submittal and complete the PS&E package.

Assumptions:

- Six total sheets in plan set.
- City will prepare final bid package.

Deliverables:

- Plans: One full-size to the City (22x34 bond) and two half-size (11x17 copy paper).
- Specifications (Sections 2-9)
- Estimate: One copy.

Furnished by the City:

- Final PS&E approval.
- Section 1 of the specifications.

TASK 7: PRECONTRACT SUPPORT (AD AND AWARD)

Provide support to the City during the bidding period. This support will include:

- Responding to bidder's questions.
- Attending the pre-construction conference.
- Preparing any necessary bid addenda (one maximum).

Assumptions:

- City will conduct the bid opening.

Deliverables:

- Documentation of bidder's questions and responses.
- Attendance at the pre-construction conference.
- Preparation of bid addenda (if necessary).

Furnished by the City:

- Copying and distribution of Contract Plans and Bid Documents.
- Copying and distribution of addenda.
- Tabulation of Bids.

EXHIBIT B

BUDGET

TASK 1:	PROJECT ADMINISTRATION	\$932
TASK 2:	TOPOGRAPHIC SURVEY	\$4,072
TASK 3:	PERMITTING.....	\$640
TASK 4:	PRELIMINARY DESIGN.....	\$5,058
TASK 5:	FINAL PLANS - 90% REVIEW PACKAGE	\$4,606
TASK 6:	FINAL DESIGN	\$2,248
TASK 7:	PRECONTRACT SUPPORT (AD AND AWARD)	\$696
	SUB - TOTAL	\$18,252.00
	EXPENSES	\$413.60
	TOTAL.....	\$18,665.60

Exhibit B BUDGET ESTIMATE

PROJECT: City of Gig Harbor

CLIENT: Vernhardson Street Pedestrian Improvement Pro

PMX #			BILLING MULTIPLIER:	STAFF	Project Manager	QA/QC	Survey Office	2 Man Survey Crew	CAD	Construction Inspector	Planner	Word Processing	TOTAL	TOTAL	
PHASE	TASK	ORG CODE	3.19	BILL RATES	\$87.00	\$118.00	\$95.00	\$142.00	\$51.00	\$76.00	\$80.00	\$56.00	HOURLS	COST	Subtotals
1	1	B		Project Administration	8	2							10	\$932.00	
1	2	B		Ground Survey		4	8	20					32	\$4,072.00	
1	3	B		Permitting							8		8	\$640.00	
1	4	B		Preliminary Roadway Design	40	3			24				67	\$5,058.00	
1	5	B		90% Design	32	3			20			8	63	\$4,606.00	
1	6	B		Final Design	16				8			8	32	\$2,248.00	
1	7	B		Precontract Support	8								8	\$696.00	
Labor Subtotal at Current Salary Rates					104	12	8	20	52		8	16	220	\$18,252.00	
Salary Escalation					Estimated % of project completed before next salary increase					Additional Labor Cost from salary escalation					
					Estimated % of next salary increase										
In-House Expense		Item	Number	Unit Cost	Unit	Direct Cost		Markup %							
		Mileage	400	\$0.365	mile	\$146.00		10%							
		Photocopies	100	\$0.10	sheet	\$10.00		10%							
		Check prints	20	\$1.00	sheet	\$20.00		10%							
		Final Plots	10	\$20.00	sheet	\$200.00		10%							
		Misc.		\$1.00	each			10%							
Outside Expenses					Description					Direct Cost		Markup %			
Other Expenses												15%			
												15%			
Subconsultants												15%			
												15%			
												15%			
PROJECT TOTAL													\$18,665.60		

Prepared By: _____

(Project Manager)

Reviewed By: _____

(Division Manager)

Approved By: _____

(Office Manager)



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYORGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SERVICES AGREEMENT FOR PLANTER BOXES IN THE CITY
- JAN'S GARDENING SERVICES
DATE: OCTOBER 14, 2002

INTRODUCTION/BACKGROUND

In the Parks 2002 Budget is an objective to maintain planter boxes located on Harborview Drive and North Harborview Drive.

In the past, Peninsula Gardens has maintained all of the city's planter boxes and hanging baskets. However, they notified the city that as of September 30, 2002 they no longer wish to maintain city planters and hanging baskets.

The price quotation received from Jan's Gardening Services was in the amount of \$5,565.75.

ISSUES/FISCAL IMPACT

The maintenance of these planters are identified in our Parks budget and sufficient funds are available.

RECOMMENDATION

I recommend that the Council authorize the services of Jan's Gardening Services for planting and maintenance of the planter boxes in the city, for their price quotation proposal of five thousand five hundred sixty-five dollars and seventy-five cents (\$5,565.75), plus state sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND JAN'S GARDENING SERVICES**

THIS AGREEMENT, is made this 8th day of October, 2002, by and between the City of Gig Harbor (hereinafter the "City"), and Jan's Gardening Services, a Washington corporation, located and doing business at 6200 Soundview Drive, Suite B202, Gig Harbor, WA 98335, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work described in Exhibit A and the Contractor agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all, materials and labor necessary to plant and maintain the flower planters in the City. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Five thousand five hundred sixty five dollars and seventy-five cents (\$5,565.75), not including sales tax, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor 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 - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor 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 subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors 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 Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before March 31, 2003. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification, which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. **Termination Upon City's Option.** The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. **Termination for Cause.** If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. **Excusable Delays.** This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. **Rights upon Termination.** In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

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

IX. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, 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 Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'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 provisions of this section shall survive the expiration or termination of this Agreement.

X. Insurance.

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

- D. The City of Gig Harbor shall be named as an additional insured on the Contractor'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 Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor'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 Contractor 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 Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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.

XII. City's Right of Supervision. Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIV. 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 Contractor.

XV. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

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

XVII. 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.

XVIII. Resolution of Disputes. 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, and the City shall determine the term or provisions' true intent or meaning. The City 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 Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the 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 prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

Jan's Gardening Services , Contractor

By: _____
Its _____

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Jan's Gardening Services
Attn: Jan Pierce
6200 Soundview Drive, Suite B202
Gig Harbor, WA 98335
(253) 858-7317

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

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, 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 Christensen Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

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

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____

Jan's Gardening Services
6200 Soundview Dr
B202
Gig Harbor, WA 98335
(253) 858-7317

September 26, 2002

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

Dear Dave:

Enclosed is my Estimate for the City beds for the Fall and Spring.

Bulbs	1,400.00
Fall Plants	530.00
Soil	525.00
Fertilizer	42.00
Preflan (to kill chickweed)	68.75
Labor	3,000.00
Total Cost	<u>\$5,565.75</u>

This page also covers a brief description of my work.

Phase One:

- Pull out summer plants and chickweed. Due to the lack of maintenance this past summer the chickweed has strangled all the plants and seeded the soil. This soil will have to be dug up to a depth of 6 inches and new soil applied.

Phase Two:

- Plant Spring bulbs and apply fertilizer. Cover the bulbs with fresh soil. I have chosen quality bulbs which will produce large flowers in vibrant colors.

Phase Three:

- Plant flowering kale, winter pansies and other fall plants. Water well.

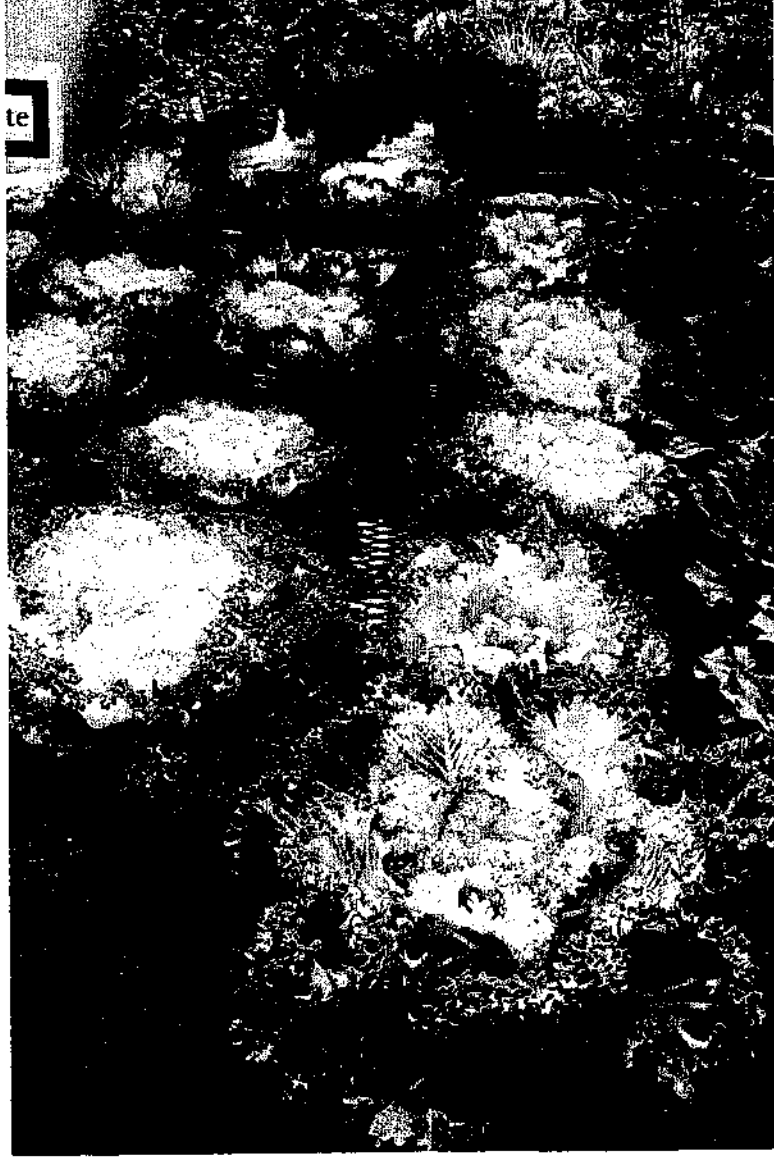
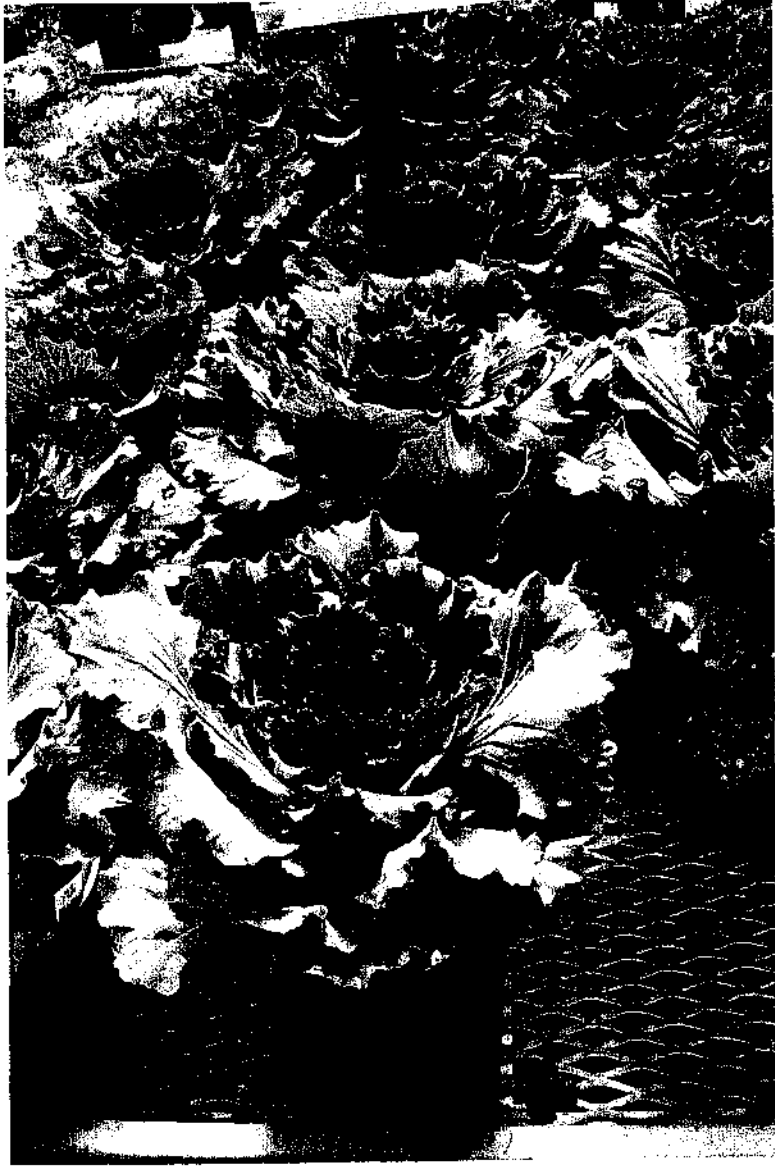
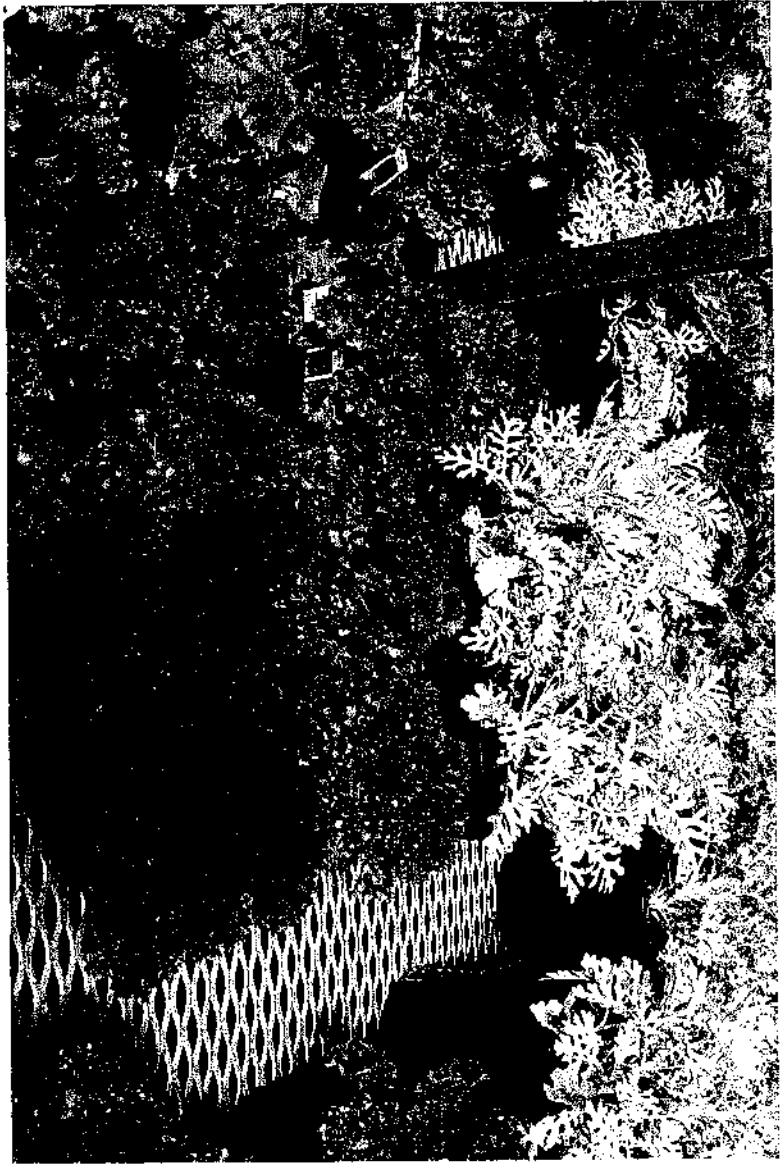


Exhibit A

Exhibit A





'THE MARITIME CITY'

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK *mt*
SUBJECT: RENEWAL OF COPIER MAINTENANCE AGREEMENT
DATE: OCTOBER 15, 2001

INFORMATION/BACKGROUND

The Public Works Shop and Wastewater Treatment Plant are using two of the copiers from the old city hall. Attached is the Supply/Service Contract for the two Minolta copiers. These contracts cover copies, toner, parts and service for a one-year term for each machine.

RECOMMENDATION

Move to authorize the Mayor to sign the attached copier maintenance contracts.



**Minolta
Business
Solutions**

**MINOLTA BUSINESS SOLUTIONS
12674 GATEWAY DR
BLDG 2
SEATTLE WA 98168**

**GIG HARBOR CITY OF
ATTN ACCT PAY
3510 GRANDVIEW ST
GIG HARBOR WA 98335**

MAINTENANCE AGREEMENT

 Number/Date : 41060314 / 10/03/2002
 Reference number/Date :
 Commencement Meter :
 M/A Meter Expiration :
 Sales Location : **MBS SEATTLE**
 Partner number : 227196

 Validity period : 10/04/2002 to 10/03/2003
 Volume: 9,000

Ship-to address
**GIG HARBOR CITY OF
5118 89TH ST NW
CITY SHOP
GIG HARBOR WA 98332**

Item	Material	Description	Qty	Price	Price unit	Value
	Serial no.: 3112948			1075311	EP6000 CS PRO SERIES COPIER	
000001	7670-9993-02	Service Supply Contract - PPC				
			1 EA	393.00	USD	393.00
<p>NOTE: ONE COPY IS COUNTED FOR EACH 8.5 X 11 INCH IMAGE</p> <p>Under the items of this program, customers purchasing this agreement will be entitled to labor, transportation costs, all replacement parts, black starter, imaging units as required, and black toner based on 6% toner usage ratio and number of copies purchased, excluding paper and staples. Customer may renew agreement when the copies purchased are used within the agreement period. Customer also may need to purchase additional toner based on customers application .</p>						
Items total						393.00
Tax Total						31.84
FINAL AMOUNT						424.84

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a Binding Agreement.
 PLEASE READ REVERSE SIDE OF AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS.
 MINOLTA BUSINESS SOLUTIONS, Inc.

by _____ Date _____
 Customer Signature

_____ Title

by _____ Date _____
 MBS Service Rep

by _____ Date _____
 MBS Service Manager

This AGREEMENT MUST BE RETURNED ALONG WITH PAYMENT to the Minolta Service Location listed above. Please be sure to enter the COMMENCEMENT METER READING and add STATE and LOCAL TAXES to payment. AUTHORIZED SIGNATURE is required to process this Agreement.



**Minolta
Business
Solutions**

**MINOLTA BUSINESS SOLUTIONS
12674 GATEWAY DR
BLDG 2
SEATTLE WA 98168**

**GIG HARBOR CITY OF
ATTN ACCT PAY
3510 GRANDVIEW ST
GIG HARBOR WA 98335**

MAINTENANCE AGREEMENT

Number/Date : 41060315 / 10/03/2002
 Reference number/Date :
 Commencement Meter :
 M/A Meter Expiration :
 Sales Location : **MBS SEATTLE**
 Partner number : 227196

 Validity period : 10/04/2002 to 10/03/2003
 Volume: 9,000

Ship-to address
**GIG HARBOR CITY OF
4216 N HARBORVIEW DR
GIG HARBOR WA 98332**

Item	Material	Description	Qty	Price	Price unit	Value
	Serial no. : 3113093			1075311	EP6000 CS PRO SERIES COPIER	

000001	7670-9993-02	Service Supply Contract - PPC				
			1 EA	393.00	USD	393.00

NOTE: ONE COPY IS COUNTED FOR EACH 8.5 X 11 INCH IMAGE

Under the items of this program, customers purchasing this agreement will be entitled to labor, transportation costs, all replacement parts, black starter, imaging units as required, and black toner based on 6% toner usage ratio and number of copies purchased, excluding paper and staples. Customer may renew agreement when the copies purchased are used within the agreement period. Customer also may need to purchase additional toner based on customers application.

Items total	393.00
Tax Total	31.84
FINAL AMOUNT	424.84

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a Binding Agreement.
 PLEASE READ REVERSE SIDE OF AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS.
 MINOLTA BUSINESS SOLUTIONS, Inc.

by _____ Date _____ by _____ Date _____
 Customer Signature MBS Service Rep
 _____ by _____ Date _____
 Title MBS Service Manager

This AGREEMENT MUST BE RETURNED ALONG WITH PAYMENT to the Minolta Service Location listed above. Please be sure to enter the COMMENCEMENT METER READING and add STATE and LOCAL TAXES to payment. AUTHORIZED SIGNATURE is required to process this Agreement.

EQUIPMENT MAINTENANCE TERMS AND CONDITIONS

1. Minolta Business Solutions, Inc. (hereinafter "MBS"), a subsidiary of Minolta Corporation, agrees to perform maintenance service with respect to equipment in accordance with the following terms and conditions.
2. Only authorized MBS personnel may make modifications to the Agreement.
3. This order is subject to acceptance only by an authorized representative of MBS. Notice of acceptance is hereby waived by customer.
4. THE EQUIPMENT MUST BE IN GOOD CONDITION ON THE COMMENCEMENT DATE OF THIS AGREEMENT. MBS CHARGES FOR PARTS AND LABOR REQUIRED TO PLACE THE EQUIPMENT IN SUCH CONDITION UNLESS COVERED UNDER ANY APPLICABLE WARRANTIES OR A CONTINUOUS MAINTENANCE AGREEMENT. MBS WILL INVOICE THE CUSTOMER AND THIS WILL BE IN ADDITION TO THE PRICE SET FORTH ON THE REVERSE SIDE HEREOF.
5. Maintenance and other charges are those in effect at the time this agreement was accepted by MBS or on the date of each renewal. Equipment maintenance service during warranty period shall be provided at no charge to the customer.
6. Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, MBS may (1) refuse to continue to service the equipment or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies MBS may have.
7. Preventative maintenance service to be performed under this Agreement shall be performed at a time or times determined by MBS and may be made at the same time as service calls.
8. Necessary service calls performed during normal business hours are included in the Agreement price. Overtime charges at MBS' then current rate shall apply and be invoiced for all service calls made outside normal business hours. Normal business hours shall mean 8:30 am to 5:00 PM Monday through Friday exclusive of holidays.
9. This Agreement does not cover service necessitated by malfunctions of parts and /or attachments of non-Minolta manufacture or by use of operating supplies such as paper and toner not compatible with the equipment.
10. Without prior written authorization, this Agreement shall not apply to any equipment which ceases to be at the customer location described on the reverse side hereof or is damaged through accident, abuse, misuse, theft, neglect acts of third parties, fire, water, casualty or any other natural force.
11. Specification changes, alterations or attachments may require a change in the Agreement price set forth herein. Such changes shall become effective upon notice to Customer by MBS. MBS also reserves the right to terminate this agreement by notice to customer if MBS determines that such changes, alterations or attachments make it impractical for MBS to continue service to this equipment.
12. NEITHER PARTY SHALL HAVE ANY RIGHT TO CONSEQUENTIAL DAMAGES BY REASON OF ANY NONPERFORMANCE OF THIS AGREEMENT. MBS' LIABILITY IN CASE OF NON PERFORMANCE HEREUNDER SHALL NOT EXCEED THE PRORATED AGREEMENT PRICE SPECIFIED ON THE REVERSE SIDE HEREOF.
13. This agreement is not assignable or transferable by customer without prior written consent of MBS.
14. This agreement shall be for the period of one year or the numbers of copies indicated from the date set forth on the reverse side of hereof, whichever comes first. The customer has the option to renew this agreement at the then prevailing rates or be subject to service and supply charges hereafter.
15. If customer elects to terminate this Agreement prior to its expiration, there will be a penalty charge equal to 25% of the face value of the Agreement. If the unused portion is less than 25% of the face value, Customer will not be entitled to a refund. Cancellation must be given in writing to the Service Location specified on the reverse side. MBS will only terminate the Agreement if the customer does not adhere to all terms and conditions and/or non-payment.
16. Relocation or make ready shipment of equipment is not covered by this maintenance agreement. This service, when requested will be at the billable rate of MBS.

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

September 24, 2002

SPECIAL OCCASION # 090826

KNIGHTS OF COLUMBUS
3510 ROSEDALE ST NW
GIG HARBOR, WA 98335

RECEIVED

SEP 26 2002

CITY OF GIG HARBOR

DATE: OCTOBER 27, 2002

TIME: 1PM TO 7PM

PLACE: ST. NICHOLAS CATHOLIC CHURCH - 3510 ROSEDALE ST NW, GIG HARBOR

CONTACT: AL TOKIN - 253-851-5773

SPECIAL OCCASION LICENSES

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

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

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

OPTIONAL CHECK LIST

EXPLANATION

LAW ENFORCEMENT	_____	YES___ NO___
HEALTH & SANITATION	_____	YES___ NO___
FIRE, BUILDING, ZONING	_____	YES___ NO___
OTHER:	_____	YES___ NO___

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

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



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD - License Division - 3000 Pacific, P.O. Box 43075 Olympia, WA 98504-3075 Customer Service: (360) 664-1600 Fax: (360) 753-2710 Website: www.liq.wa.gov DATE: 9/17/02

TO: CITY OF GIG HARBOR

RE: ASSUMPTION From KU ACQUISITION CORPORATION Dba FRED MEYER MARKET PLACE

APPLICANTS:

FRED MEYER STORES, INC.

DUNCAN, SAMMY K

1951-12-26 431-98-8876

DEATHERAGE, DAVID W

1959-08-10 500-72-5746

HELDMAN, PAUL W

1951-08-11 296-40-9696

License: 076448 - 1J County: 27 UBI: 602-225-793-001-0001 Tradename: FRED MEYER MARKETPLACE Loc Addr: 5500 OLYMPIC DR STE B GIG HARBOR WA 98335-1489

Mail Addr: PO BOX 42121 PORTLAND OR 97242-0121

Phone No.: 503-797-7134 GENNY ANDERSON LIC. SPECIALIST

Privileges Applied For: GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time.

- 1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? YES NO
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20030131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 JEKYLL AND HYDES PUB, INC.	JEKYLL AND HYDES PUB 3222 56TH ST GIG HARBOR WA 98332 0000	082991	SPIRITS/BR/WN REST LOUNGE -
2 JT'S ORIGINAL LOUISIANA BAR-B-	JT'S ORIGINAL LOUISIANA BAR-B-QUE 4116 HARBORVIEW DR GIG HARBOR WA 98332 0000	078469	BEER/WINE REST - BEER/WINE OFF PREMISES
3 HARBORVIEW GROCERY INC	HARBORVIEW GROCERY & DELI 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	GROCERY STORE - BEER/WINE
4 KEIKO'S ENTERPRISE, INC.	WASABI JAPANESE RESTAURANT 5315 PT FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE

RECEIVED

OCT - 7 2002

CITY OF GIG HARBOR



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR *DR*
SUBJECT: FIRST READING OF AN ORDINANCE AMENDING THE 2002 BUDGET
DATE: OCTOBER 8, 2002

BACKGROUND

The city recently approved the purchase of the Skansie property for \$2,880,000. This purchase was not contemplated in the 2002 budget.

FISCAL CONSIDERATIONS

The purchase of the Skansie Property will require a budget increase of \$800,000 to provide authority for a transfer from the General Fund, Non-Departmental section to the Property Acquisition Fund (Fund 109). Also, the Property Acquisition Fund will require a budget amendment to account for the \$2,880,000 purchase to be accounted for in that fund.

RECOMMENDATION

We recommend that Council approve an Ordinance amending the 2002 budget after a second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S 2002 BUDGET, AMENDING THE 2002 BUDGET FOR THE PURPOSE OF TRANSFERRING FUNDS FROM THE GENERAL GOVERNMENT FUND TO THE PROPERTY ACQUISITION FUND FOR THE PURCHASE OF PROPERTY TO BE DEDICATED AS A PARK.

WHEREAS, the City's 2002 budget has more than adequate funds in the General Governmental Non-Departmental account; and

WHEREAS, the City's adopted Park, Recreation and Open Space Plan identified the property located at 3207 Harborview Drive (the "Skansie Property") as a desirable future acquisition; and

WHEREAS, the owners of the Skansie Property approached the City regarding sale and negotiated a tentative Purchase and Sale Agreement with City staff; and

WHEREAS, on September 27, 2002, the Gig Harbor City Council signed a Purchase and Sale Agreement with the owners of the Skansie Property to purchase the Property for \$2,880,000; and

WHEREAS, the City Council considered this Ordinance to transfer funds from the General Fund to the Property Acquisition Fund on October 14, 2002, and held a public hearing on this Ordinance on October 28, 2002;

**NOW, THEREFORE,
THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:**

Section 1. The City Council's purchase of the Skansie Property requires a transfer of the annual appropriations from the General Fund to the Property Acquisition Fund as shown below:

<u>Fund/Dept.</u>	<u>Original Appropriations</u>	<u>Amendment</u>	<u>Amended Appropriations</u>
001-General Government			
01 – Non-Departmental	\$1,697,500	\$ 800,000	\$2,497,500
109-Property Acquisition Fund	\$1,482,931	\$1,920,498	\$3,403,429

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to decrease the General Government fund and to increase the Property Acquisition Fund as shown above, and directs the Finance Director to make the necessary transfer.

Section 3. This ordinance shall be in force and take effect five(5) days after its publication of a summary according to law.

PASSED by a vote of one more than the majority of all members of the City Council, as required by RCW 35A.33.120, and approved by the Mayor at a regular meeting of the council held on this ___ day of _____, 2002.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk:
Passed by the City Council:
Date published:
Date effective:



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE ADOPTING THE 2002
TRANSPORTATION PLAN UPDATE
DATE: OCTOBER 14, 2002

INTRODUCTION/BACKGROUND

In 1994, the City of Gig Harbor adopted a Transportation Element as part of the overall Comprehensive Plan developed in response to the Growth Management Act (GMA). Since 1994, the City has annexed portions of the unincorporated Urban Growth Area (UGA) and experienced an overall increase in population growth and associated economic development. The Shea Group has prepared an update to the City's Transportation Plan for Council's consideration. The 2002 Transportation Plan Update was first presented to Council on March 11, 2002 for informational purposes. It is now appropriate for Council to hold a public hearing and first reading of an Ordinance adopting the updated Transportation Plan.

POLICY CONSIDERATIONS

The City is required by the Washington State Growth Management Act (GMA) to prepare a transportation element as a component of the Comprehensive Plan. It is intended that the 2002 Transportation Plan Updated will be taken into consideration for adoption as an amendment to the City's Comprehensive Plan at the next annual Comprehensive plan amendment. The adoption of the 2002 Transportation Plan update does not in itself amend the City's Comprehensive Plan.

FISCAL CONSIDERATIONS

The 2002 Transportation Plan Update will be utilized for transportation planning purpose through the 20-year planning horizon 1998 - 2018. As such, the adoption of the updated Transportation Plan itself will not have any direct fiscal impacts. However, planned transportation improvements as identified in the six-year transportation improvement program process will create fiscal impacts that will be considered annually by the members of the City Council.

RECOMMENDATION

I recommended that Council conduct a public hearing and second reading of the Ordinance adopting the March 2002 Transportation Plan Update on October 28, 2002.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION PLANNING, ADOPTING THE 2002 GIG HARBOR TRANSPORTATION UPDATE, AS A STEP IN THE PROCESS FOR AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN, AS REQUIRED BY THE GROWTH MANAGEMENT ACT, RCW 36.70A.070(6).

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the Act requires that the Comprehensive Plan include a transportation planning element; and

WEREAS, the City adopted its GMA Comprehensive Plan in 1986, later updated in 1994 (together with a transportation plan element); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, the City engaged a consulting firm to aid in the formation of the 2002 Transportation Plan update; and

WHEREAS, the City's SEPA Responsible Official has issued a Determination of Nonsignificance with regard to the 2002 Transportation Plan Update (pursuant to WAC 197-11-340(2)); and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance, together with a copy of the 2002 Transportation Plan Update to the Washington State

Office of Community Development on January 4, 2001, pursuant to RCW 36.70A.106; and

WHEREAS, pursuant to RCW 35A.12.140, a copy of the 2002 Transportation Plan Update has been on file in the office of the City Clerk for use and examination by the public; and

WHEREAS, the City Council received a presentation on the 2002 Transportation Plan Update on March 11, 2002, during the regular City Council meeting; and

WHEREAS, the City Council held a public hearing on this ordinance and the 2002 Transportation Plan Update on October 14, 2002, during the regular City Council meeting; and

WHEREAS, the City Council considered the adoption of the 2002 Transportation Plan Update during its regular City Council meeting on October 28, 2002; Now, Therefore,

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

Section 1. Adoption by Reference. The City Council hereby adopts the March 2002 Gig Harbor Transportation Plan Update (Exhibit A hereto), by reference, as if the same were fully set forth herein.

Section 2. Subsequent Adoption as a Comprehensive Plan Element. The City Council acknowledges that adoption of the 2002 Transportation Plan Update does not amend the City's Comprehensive Plan. The City Council will consider the 2002 Transportation Plan Update for adoption as an amendment to the City's Comprehensive Plan at the next annual Comprehensive plan amendment hearing, and follow all required procedures for public notice, hearing and adoption at that time as well. The Community Development Director is directed to include the 2002 Transportation Plan Update in the amendment process at that time.

Section 3. Transmittal to State. The City Community Development Director is directed to forward a copy of this Ordinance, together with a copy of the 2002 Transportation Plan Update

to the Washington State Office of Community Development within ten days of adoption, pursuant to RCW 36.70A.106.

Section 4. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 5. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

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

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

On _____, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. , the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION PLANNING, ADOPTING THE 2002 GIG HARBOR TRANSPORTATION UPDATE, AS A STEP IN THE PROCESS FOR AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN, AS REQUIRED BY THE GROWTH MANAGEMENT ACT, RCW 36.70A.070(6).

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

APPROVED by the City Council at their meeting of _____.

MOLLY TOWSLEE, CITY CLERK

Gig Harbor Transportation Plan Update

**City of Gig Harbor
Community Development
Department
Gig Harbor, WA**

March, 2002

City of Gig Harbor
Transportation Plan Update

City of Gig Harbor
~~**Department of Public Works**~~
3105 Judson Street
Gig Harbor, Washington 98335

*Community
Development
Department*

March, 2002

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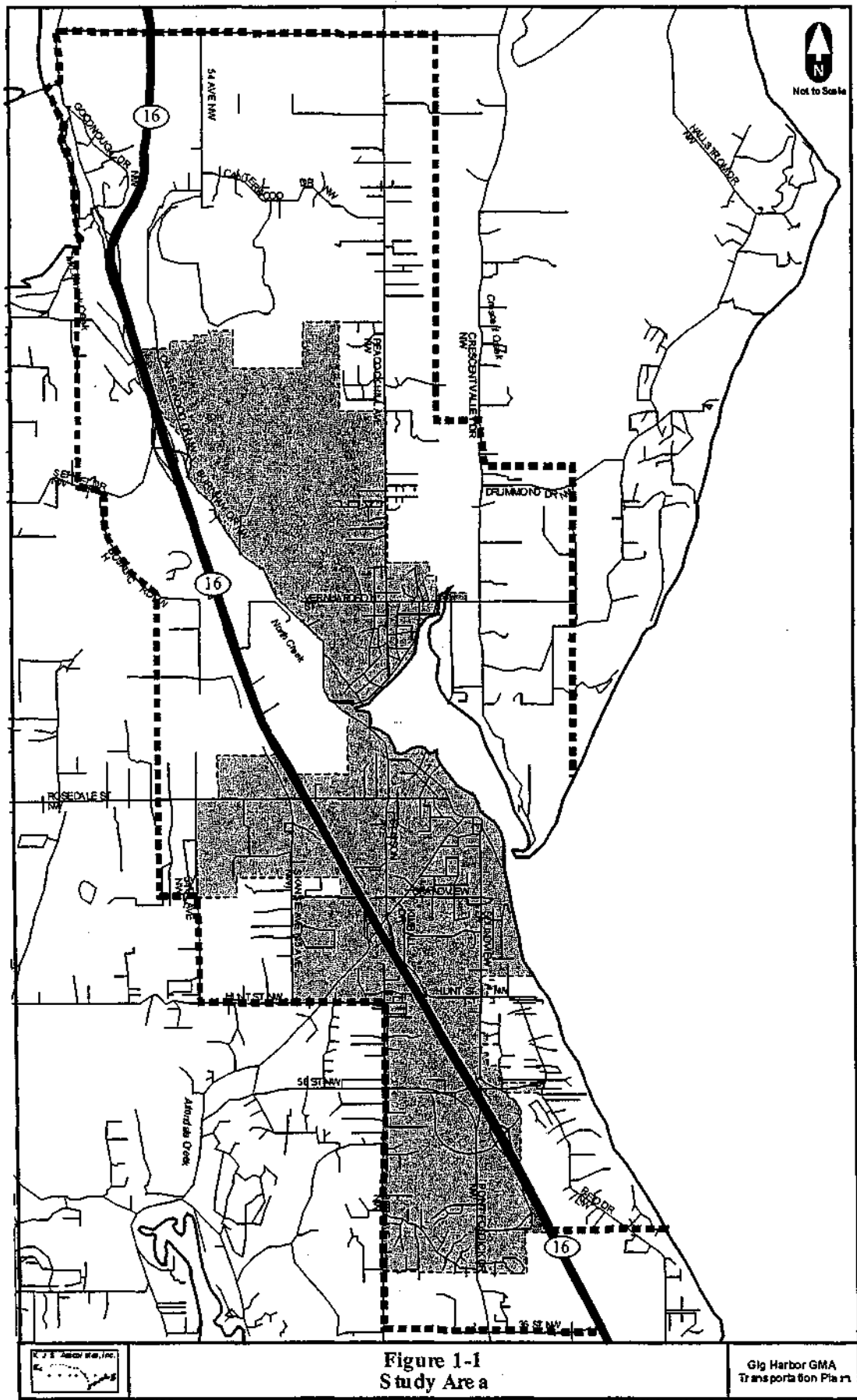
CHAPTER 1 . EXISTING CONDITIONS

The City of Gig Harbor is required, under the state Growth Management Act (GMA), to prepare a Transportation Element as part of its Comprehensive Plan. In 1994, the City completed an update of its comprehensive land use plan to comply with GMA requirements and help estimate future traffic growth within the city. Since then, Gig Harbor has annexed portions of unincorporated Pierce County surrounding it. This update reflects changes that have occurred since 1994, using 1998 as existing conditions and 2018 as the planning horizon. **Figure 1-1** shows the Gig Harbor urban growth area.

The specific goal of the GMA, with regard to transportation, is to "encourage efficient multi-modal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans." The GMA requires that the local comprehensive plans, including the land use and transportation elements, be consistent and coordinated with required regional programs. In addition, the GMA requires that transportation facility and service improvements be made concurrent with development.

EXISTING TRANSPORTATION SYSTEM

This section of the transportation plan describes the existing transportation system conditions in the study area, including a description of the roadway characteristics, functional classification, traffic volumes, level of service, accidents, and transit service. Planned transportation improvements from the Washington State Department of Transportation (WSDOT) Plan, Pierce County Capital Facilities Element of the Comprehensive Plan, the Pierce County Six-Year Transportation Improvement Program (TIP) and Gig Harbor Six-Year TIP are also described.



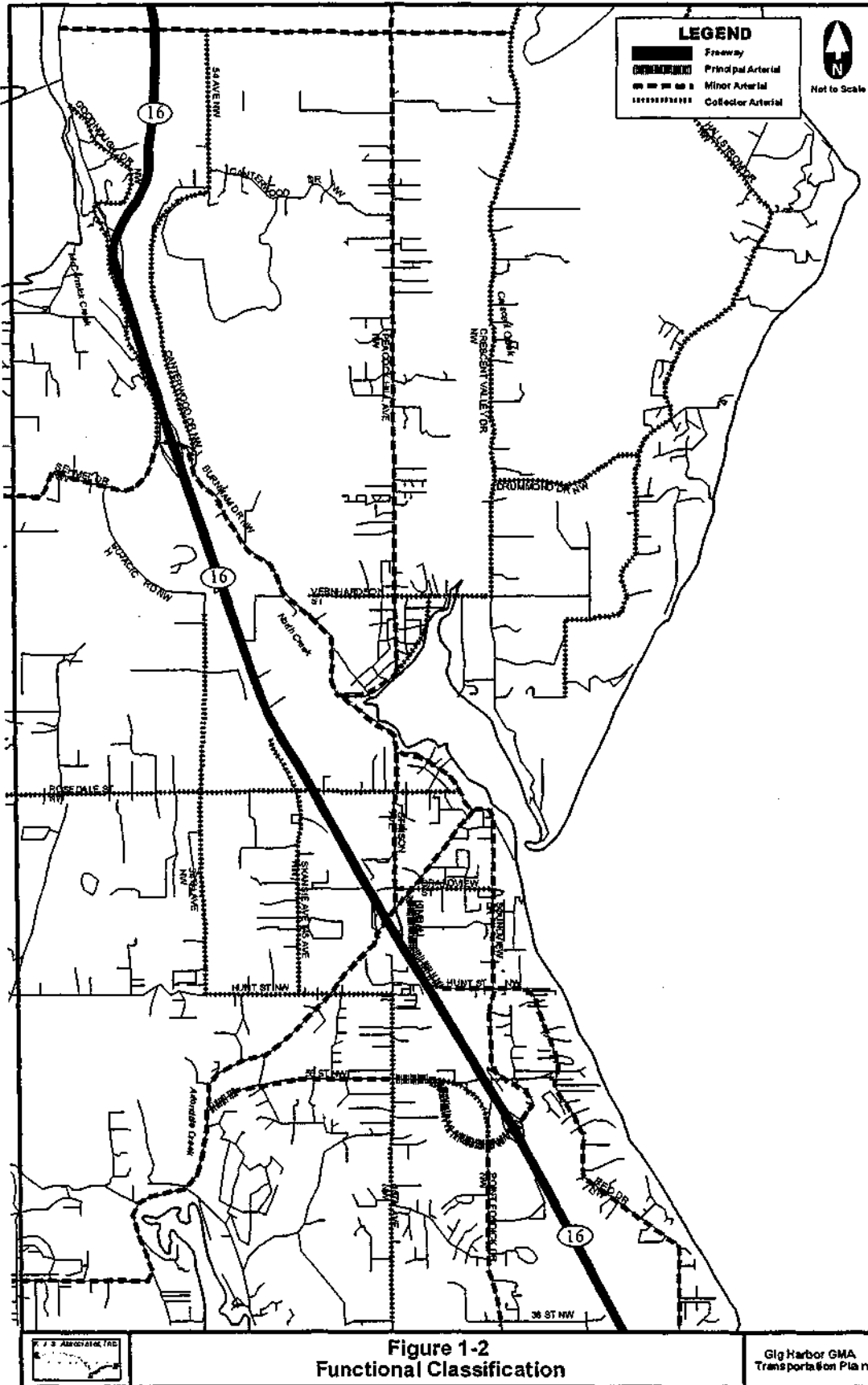
FUNCTIONAL CLASSIFICATION

Figure 1-2 depicts the functional classification of the arterial roadway system serving the study area, and Figure 1-3 depicts the characteristics of these arterials. The roadway functional classifications were based on the circulation plan for the study area presented in the Gig Harbor Comprehensive Plan. Identification of the roadway functions is the basis for planning roadway improvements and the appropriate standard (right-of-way width, roadway width, design speed) that would apply to each roadway facility. The following definitions serve as a general guide in determining street classifications.

Principal Arterials - *Intercommunity* roadways connecting primary community centers with major facilities. Principal arterials are generally intended to serve through traffic. It is desirable to limit direct access to abutting properties.

Minor Arterials - *Intracommunity* roadways connecting community centers with principal arterials. In general, minor arterials serve trips of moderate length. Access is partially controlled with infrequent access to abutting properties.

Collector Arterials - Streets connecting residential neighborhoods with smaller community centers and facilities as well as access to the minor and principal arterial system. Property access is generally a higher priority for collector arterials; through-traffic movements are served as a lower priority.



State-owned transportation facilities and highways of statewide significance [See also Chapter 5]

In 1998, the Washington State Legislature enacted the "Level of Service Bill" (House Bill 1487) which amended the Growth Management Act (GMA) to include additional detail regarding state-owned transportation facilities in the transportation element of comprehensive plans. Within Gig Harbor, SR 16 has been designated as a Highway of Statewide Significance (HSS) in WSDOT's Highway System Plan (HSP). SR 16 provides the major regional connection between Tacoma, Bremerton, and the Olympic Peninsula. It connects to Interstate 5 in Tacoma and to SR 302 in Purdy. Through Gig Harbor, SR 16 is a full limited access four lane freeway with interchanges at Olympic Drive, Pioneer Way and Burnham Drive. It is classified as an urban principal arterial.

The only other state-owned facility within the planning area is SR 302 which connects SR 16 across the Key Peninsula with SR 3 to Shelton. It is a two-lane state highway with no access control.

Local transportation system

The downtown area of Gig Harbor and surrounding residences are served by the interchange with SR 16 at Pioneer Way. The southern portion of the city is served by the Olympic Drive NW interchange, and north of the existing city limits, access from SR 16 is provided by the Burnham Drive NW interchange.

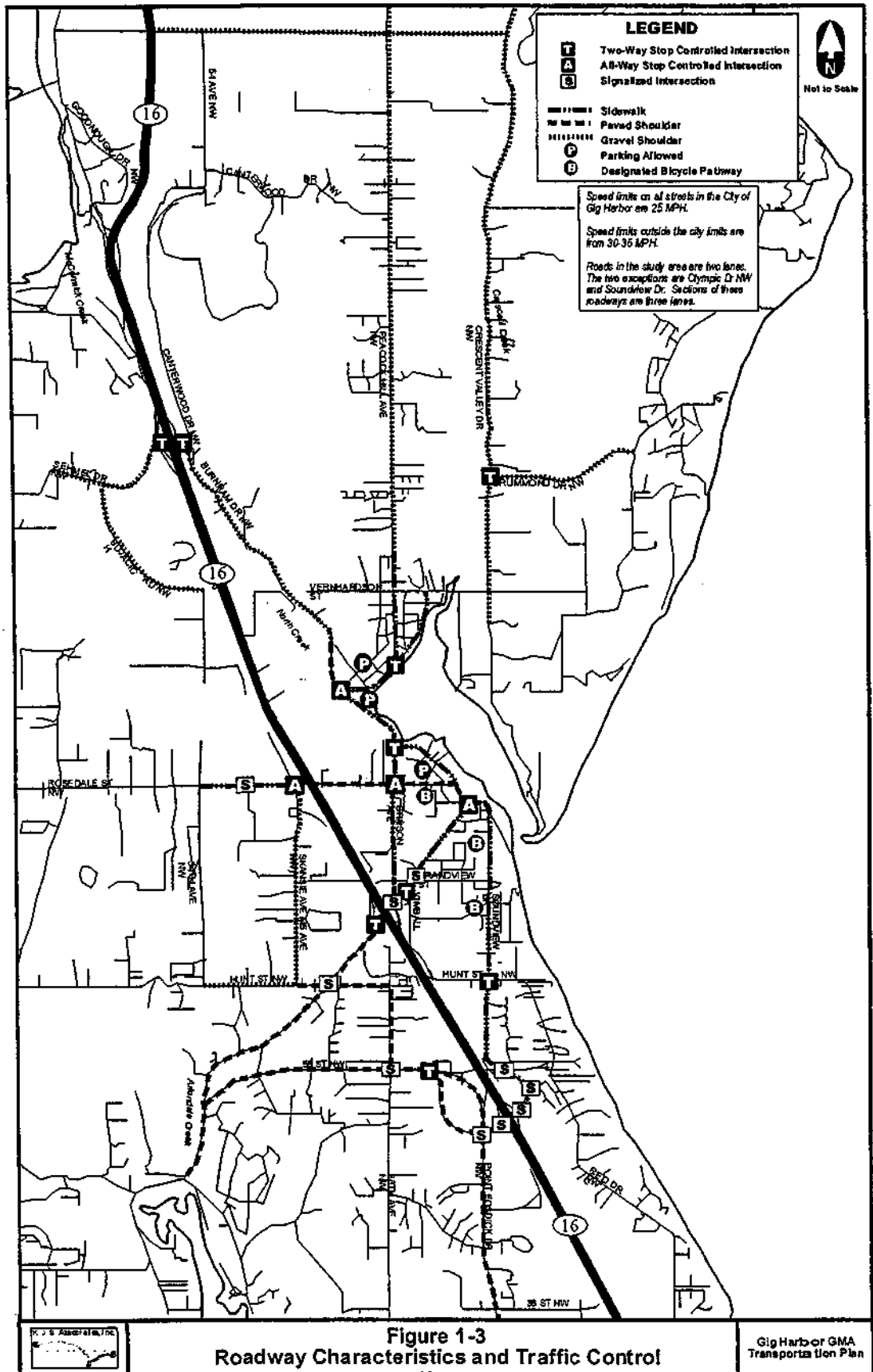
One of the key north-south arterials serving the city and local residences is Soundview Drive, which becomes Harborview Drive through downtown Gig Harbor. Pioneer Way also provides access to residences and downtown Gig Harbor. Access to the unincorporated areas north of the city is provided by Peacock Hill Road, Crescent Valley Drive, and Burnham Drive NW. Outside the city limits to the southwest, Olympic Drive NW and Wollochet Drive NW provide access to residential areas in unincorporated Pierce County.

The roadway characteristics of these arterials in the study area are shown in **Figure 1-3**. The majority of roadways within the city limits are two lanes with a speed limit of 25 mph. The speed is reduced to 20 mph along North Harborview Drive in the downtown area. There are retail shops on both sides of the street in this area, and the reduced speed provides increased safety for pedestrians crossing the street between shops. In addition, Soundview Drive has three lanes (one lane in each direction and a center, two-way, left-turn lane along portions of the roadway). Outside of the city limits, all roadways are also two lanes, with the exception of

Olympic Drive NW (56th Street NE) which has three lanes in some sections, and Point Fosdick Drive which has five lanes from Olympic to 44th Street NW. The speed limit on these roadways varies between 30 and 35 mph.

Pedestrian and bicycle facilities are an integral part of the transportation network, and the provision for these facilities will be incorporated in the transportation improvement program. Currently, sidewalks are provided at least on one side of the roadway on most city arterials. In addition, a separate bicycle lane is provided on Soundview Drive and on portions of Rosedale Street. Parking is allowed in the retail center on Harbor View Drive and North Harborview Drive.

Existing intersection traffic control devices also are indicated on **Figure 1-3**. Within the city, there are signalized intersections at Pioneer Way/Grandview Street, Olympic Drive /Point Fosdick Drive, Wollochet Drive/Hunt Street, Olympic Drive/Holycroft Street, Rosedale Street/Schoolhouse Avenue, and 38th Avenue/56th Street. In addition, the SR 16 northbound and southbound ramps at Olympic Drive, and the SR 16 northbound ramp at Pioneer Way, are signalized. All other major intersections and SR 16 ramp intersections are stop sign controlled.



TRAFFIC VOLUMES

A comprehensive set of street and intersection traffic counts was collected in 1997. Average weekday traffic volumes (AWDT) are summarized in **Figure 2-1** (See Page 20). AWDT volumes represent the number of vehicles traveling a roadway segment over a 24-hour period on an average weekday. P.M. peak hour traffic volumes represent the highest hourly volume of vehicles passing through an intersection during the 4-6 p.m. peak period. Since the p.m. peak period volumes usually represent the highest volumes of the average day, these volumes were used to evaluate the worst case traffic scenario that would occur as a result of the development.

INTERSECTION LEVEL OF SERVICE

The acknowledged method for determining intersection capacity is described in the current edition of the Highway Capacity Manual (*Transportation Research Board [TRB], Special Report 209*). Capacity analyses are described in terms of Level of Service (LOS). LOS is a qualitative term describing the operating conditions a driver will experience while driving on a particular street or highway during a specific time interval. It ranges from LOS A (little or no delay) to LOS F (long delays, congestion).

The methods used to calculate the levels of service are described in the *1994 Highway Capacity Manual* (Special Report 209, Transportation Research Board). The measure of effectiveness for signalized intersections is average stopped delay, which is defined as the total time vehicles are stopped in an intersection approach during a specified time period divided by the number of vehicles departing from the approach in the same time period.

For unsignalized intersections, level of service is based on an estimate of average stopped delay for each movement or approach group. The evaluation procedure is a sequential analysis based on prioritized use of gaps in the major traffic streams for stop controlled and yield controlled movements (i.e., left turns off of the major street); these two movement types at unsignalized intersections will be referred throughout the remainder of this report as "controlled movements". In most jurisdictions in the Puget Sound region, LOS D or better is defined as acceptable, LOS E as tolerable in certain areas, and LOS F as unacceptable.

The City of Gig Harbor has adopted LOS D as a standard, but accepts a level of service of F in the downtown area where capacity improvements would severely impact the character of the area. In this area of the City,

safety, circulation, parking and pedestrian connections rather than increased capacity are the goals.

TRAFFIC ACCIDENTS

Traffic accident records compiled by the Gig Harbor Police Department for the 17-month period from January, 1999, through and including May, 2000, were reviewed. The Police Department accident records included the date and location of each accident, and specified an accident type: "injury," "non-injury," "hit-and-run," "parking lot," or "pedestrian/cyclist."

During the 17-month period analysis period there were 308 accidents on the Gig Harbor street system, of which 72 (23%) were injury accidents. Only two accidents involved pedestrians or bicyclists, though both of these accidents involved injuries.

The streets with the greatest accident experience were Olympic Drive, along which 84 accidents occurred (five per month), and Point Fosdick Drive, along which 69 accidents occurred (four per month). Pioneer Way and Hunt Street each experienced 22 accidents, and Wollochet Drive and Harborview Drive each experienced 18. No other street experienced more than 15 accidents.

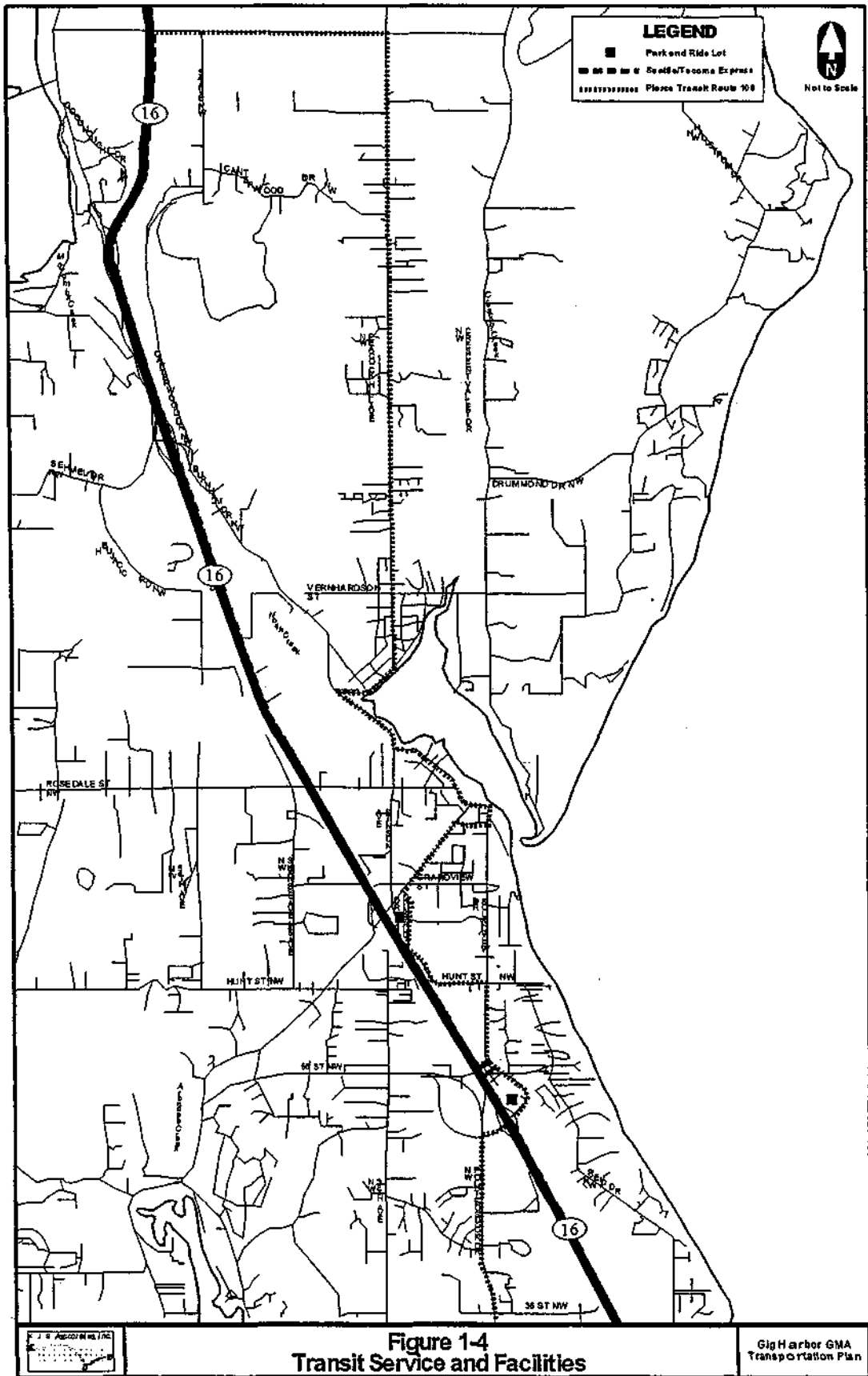
TRANSIT SERVICE AND FACILITIES

The service provider for Gig Harbor is Pierce Transit. The four transit routes that currently serve Gig Harbor are shown in **Figure 1-4**.

Route 100 extends from the Gig Harbor Park and Ride to the Tacoma Community College Transit Center. During weekdays, the route operates on half-hour headways, and on one-hour headways on the weekends. Route 102 provides express bus service from Purdy to Downtown Tacoma via the Gig Harbor Park and Ride. It operates during weekday peak hours only, with service being provided every 30 minutes.

Local bus service in Gig Harbor is provided by Routes 111 and 112. Route 111 runs from the Gig Harbor Park and Ride to the Gig Harbor Library at Point Fosdick. Hourly service from morning to evening is provided on this route seven days a week. Route 112 extends from the Purdy Park and Ride to the Gig Harbor Park and Ride via Peacock Hill Avenue. Transit service for this route also operates on one hour headways, seven days a week. Route 113 from Key Center connects with Routes 100, 102, and 112 at the Purdy Park and Ride.

Pierce Transit continues to look at ways to improve transit service to and from the peninsula area. Possible improvements include expansion of the Gig Harbor Park and Ride (6808 Kimball Drive) in partnership with the City of Gig Harbor as well as the creation of several entirely new park and rides. Based on discussions with Pierce Transit, there is the possibility of extending Route 601 (Olympia Express) to the Gig Harbor Park and Ride from its current terminus at Tacoma Community College. The creation of new transit routes will depend heavily on whether capacity on the Tacoma Narrows Bridge is increased.



PLANNED TRANSPORTATION IMPROVEMENTS

Based on projections by Pierce County, this area of the state, including the study area, will continue to grow. Specifically, it is expected that residential growth will occur on the Gig Harbor peninsula and job growth will occur in the area between the peninsula and Tacoma.

PIERCE COUNTY TRANSPORTATION PLAN

In order to adequately address the existing and future transportation issues, Pierce County completed the Pierce County Transportation Plan in 1992. Within the Plan, project priorities are identified as: Premier Priority, High Priority, Medium Priority, and Low Priority. Conservatively, Pierce County believes they will be able to fund all Premier and High Priority projects and half of the Medium Priority projects. Optimistically, they hope to be able to fund all projects on county roads. The projects that impact the study area are listed below.

Premier Priority

- P29. Wollochet Drive, 40th Street to Gig Harbor City Limits: Widen to four lanes; improve intersections and shoulders.
- P63. 38th Avenue, 36th Street to Gig Harbor City Limits: Improve intersection and shoulders.

The 2000 Gig Harbor Peninsula Community Plan also includes the following transportation project recommendations:

- P28. 56th Street, Wollochet Drive to Point Fosdick Drive: Widen to four lanes; provide pedestrian and drainage improvements.
- P65. 24th Street, Jahn Avenue to 14th Avenue: Improve channelization and traffic control.
- P73. Jahn Ave/32nd Street/22nd Avenue, Stone Drive to 36th Street: Realign and improve shoulders
- P77. Haven of Rest Vicinity Access Relocation: Haven of Rest to Rosedale Street or to Burnham Drive: construct new access road to Haven of Rest Cemetery as part of HOV widening project.
- P78. SR 16/Wollochet Drive: Improve southbound ramps and install traffic signal (This project is planned, but not currently funded).

High Priority

- P19. SR 16/Rosedale Street: Construct new, half-diamond interchange to/from the west. (not included in Statewide Multimodal Transportation Plan)
- P21. SR 16/36th Street and 24th Street: Construct split diamond interchange.
- P30. Point Fosdick Drive, 56th Street to Stone Drive: Provide pedestrian and drainage improvements; improve intersections.

PIERCE COUNTY SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

The prioritization process for transportation projects in unincorporated Pierce County is implemented through the Six-Year Road Program and the Annual Road Program. The projects identified that impact the study area for 2001-2006 are summarized below; a complete description of project expenditure plans and funding sources is included in the Technical Appendix.

- Sunrise Beach Drive, Moller Drive to end: Widen and reconstruct to improve roadway.
- Rosedale Street, 66th Avenue to Lombard Drive NW: Reconstruct road to improve vertical alignment.
- Hunt Street, 46th Avenue to Lombard Drive NW: Reconstruct roadway to improve horizontal/vertical alignment.
- Wollochet Drive, 31st Street to 40th Street: Widen and reconstruct existing roadway.
- Swede Hill Roadway, Burnham Dr. NW to Peacock Hill Dr. NW: Construct new arterial roadway along new alignment. Joint project with City of Gig Harbor.

As future funds become available, the improvement projects from the Pierce County Comprehensive Transportation Plan will be added to the most recent six-year road program.

GIG HARBOR SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP)

The City is required to update its Transportation Improvement Plan (TIP) every year. The TIP is adopted by reference, and a copy of the current plan can be obtained from the City's Public Works Department.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION HIGHWAY IMPROVEMENT PROGRAM

Although there are no Gig Harbor-area projects included in the WSDOT budget for the upcoming 2000-2002 biennium, several major projects are in various stages of planning. Some of these are WSDOT projects included in Pierce County's 2000 Gig Harbor Community Plan:

- (P65) 24th Street, Jahn Avenue to 14th Avenue, improve channelization and traffic control (included in Tacoma Narrows Bridge project).
- (P73) Jahn Ave/32nd Street/22nd Avenue, Stone Drive to 36th Street; realign and improve shoulders (portion of this improvement is included in the Tacoma Narrows Bridge project).
- (P77) Haven of Rest Vicinity Access Relocation (part of HOV widening project)
- (P78) SR 16/Wollochet Drive ramp improvements (this improvement is planned but not funded).
- WSDOT also is planning HOV lanes for SR 16 through the Gig Harbor area.

In addition, WSDOT is developing plans to build a new Tacoma Narrows Bridge to provide significantly increased capacity for the congested crossing on the existing bridge. An integral element of the new bridge project is construction of a split diamond interchange with half at 24th Street and half at 36th Street. The 24th Street improvements (P65 above) are integral to the Tacoma Narrows Bridge project, and a portion of the improvements in P73 will be included in the bridge project. Construction of a new Tacoma Narrows Bridge will significantly increase highway capacity and improve access between the Gig Harbor/Peninsula area and the "mainland" (Tacoma, I-5, etc.). These capacity and access improvements will have a significant effect on long-term growth and development in and around Gig Harbor, and will affect Gig Harbor area travel patterns, traffic volumes, and transportation improvement needs.

Because to date there has been no final official decision to proceed with construction of the new Tacoma Narrows Bridge, the population, employment, travel, and traffic forecasts for the Gig Harbor area – and the entire SR 16 Corridor – have not yet been revised to account for the growth, development, and transportation system effects of the new bridge. This Gig Harbor Transportation Plan Update, which is based on and developed for the current growth forecasts, therefore does not account for the transportation system needs and impacts associated with a new Tacoma Narrows Bridge. At such time as design and construction of a new bridge is officially and legally endorsed and initiated, the Gig Harbor Transportation Plan will need to be revised and updated to address the changed future transportation system needs.

CONCURRENCY ORDINANCE

The City of Gig Harbor requires either a construction or financial commitment for necessary transportation improvements from the private or public sector within six years of a development. Methods for the City to monitor these commitments include:

- Annual monitoring of key transportation facilities within updates to the Six-Year Transportation Improvement Program (TIP);
- Assessing level of service;
- Identifying facility deficiencies;
- Reviewing comprehensive transportation plan and other related studies for necessary improvements;
- Making appropriate revisions to the Six-Year TIP; and
- Complying with HB 1487 and WSDOT for coordinated planning for transportation facilities and services of statewide significance.

CHAPTER 2 . TRAFFIC FORECASTING AND ANALYSIS

Traffic forecasting is a means of estimating future traffic volumes based on the expected growth in population and employment within an area. For the Gig Harbor area, traffic forecasts were prepared using current traffic counts, a travel demand forecasting computer model prepared for the Pierce County Transportation Plan, and estimates of population and employment developed for the City's Comprehensive Land Use Plan. As specified by the Growth Management Act (GMA), a 20 year horizon was used in the process to produce traffic forecasts for 2018.

This is essentially the same process as was followed in the 1994 Comprehensive Plan Transportation Element. **Table 2-1** below summarizes the population and employment growth assumptions that were used for the traffic forecasts.

Table 2-1. Growth Assumptions, 1998 - 2018

Year	Population	Employment
1998	6,900	5,230
2006	14,560	7,700
2018	21,370	10,900

METHODOLOGY

The growth in population and employment in an area provides a basis for estimating the growth in travel. Population growth generally results in more trips produced by residents of homes in the area, and employment growth generally results in more trips attracted to offices, retail shops, schools, and other employment or activity centers. To estimate future traffic volumes resulting from growth, computerized travel demand models are commonly used. In areas where travel corridors are limited, growth factors applied to existing traffic counts can be also an effective approach to traffic forecasting.

A combined approach was used for the City of Gig Harbor. The Pierce County Transportation Plan computer model developed by KJS provided information on area wide growth and was used as a tool in assigning traffic to various roads and intersections. For growth data, the 1998 Draft Gig Harbor Comprehensive Plan Update (prepared by the Beckwith Consulting

Group) was used. Traffic counts taken in 1996 and 1997 provided data on existing travel patterns.

Primary Sources Of Information

The primary sources of information used to forecast travel demand in Gig Harbor and the surrounding Urban Growth Area (UGA) were the Pierce County Transportation Model, the Gig Harbor Comprehensive Plan Update, and the Gig Harbor Travel Demand Model.

Pierce County Transportation Model

KJS Associates developed a 2010 travel demand model for Pierce County as a part of the county's GMA Transportation Planning program (the model has since been updated by Pierce County). The Pierce County transportation model is based on the Puget Sound Regional Council's (PSRC) regional model covering King, Pierce, Snohomish and Kitsap Counties. The model utilizes the standard transportation planning methodology: Trip Generation, Trip Distribution, Modal Choice and Trip Assignment.

For the Pierce County model, a system of traffic analysis zones (TAZs) was developed based on the same boundaries used by the PSRC in the regional model. This enabled KJSA to use the zonal demographic and street network data which PSRC provides, for the regional system, and to refine that information to provide more detail within Pierce County. The model was calibrated to 1990 conditions; 1990 traffic counts were used to calibrate the model's traffic flow patterns, and 1990 demographic/land use data provided the basis for the trip generation, trip distribution, mode choice, and traffic assignment assumptions. All forecasts from the model were based on 2000 and 2010 demographic/land use forecasts from PSRC.

Since the PSRC 20-year demographic forecasts appear to be consistent with the GMA forecasts for the City and IUGA, the PSRC 2010 database was used in the revised Pierce County model as the basis for travel demand forecasts.

Gig Harbor Comprehensive Plan Update

As a part of the Comprehensive Plan Update, the City used the existing and proposed comprehensive land use plans to estimate the residential and employment capacities of various areas of the Gig Harbor Interim Urban Growth Area (IUGA). In doing so, the IUGA was divided into 71 "units", or zones, for analysis purposes.

The existing land uses and an inventory of the number of platted lots within each zone were used to estimate the existing population of each zone. The size of commercial and employment/business areas on the Land Use plan was used to estimate the employment capacities within each zone.

Gig Harbor Travel Demand Model

The 71 land use zones from the Comprehensive Plan were used to create a more detailed traffic analysis zone structure within the Pierce County model. The 1998 population estimates and employment capacities for each of the 71 zones in the Comprehensive Plan Update were used to initially allocate the 1990 population and employment data from PSRC to each TAZ within the IUGA. The 1990 data were used since this is the most recent census which provides complete information for the area outside of the Gig Harbor IUGA. The 1990 data were then factored to 1998 estimates using the Comprehensive Plan information and 1998 traffic counts.

The growth in population and employment within each zone was converted into travel demand by the model. Since the base year was calibrated using 1998 traffic volumes, the 20-year growth in travel demand produced by the model resulted in 2018 travel demand estimates. This is consistent with the requirement of GMA.

Employment growth, unlike population growth, was assumed to occur around existing areas of high employment. Like the allocation of population, employment was allocated to each zone based on the capacities of the zone as calculated by Beckwith in the Comprehensive Plan Update.

To insure that the travel demand calculated by the model resulted in accurate estimates of traffic volumes on the road network, 1998 traffic counts on selected roads were used to calibrate the model. However, the model results are at best only a rough estimate of future traffic volumes. They provided a guide to general traffic trends and flow patterns, rather than exact traffic volumes on specific roadway links.

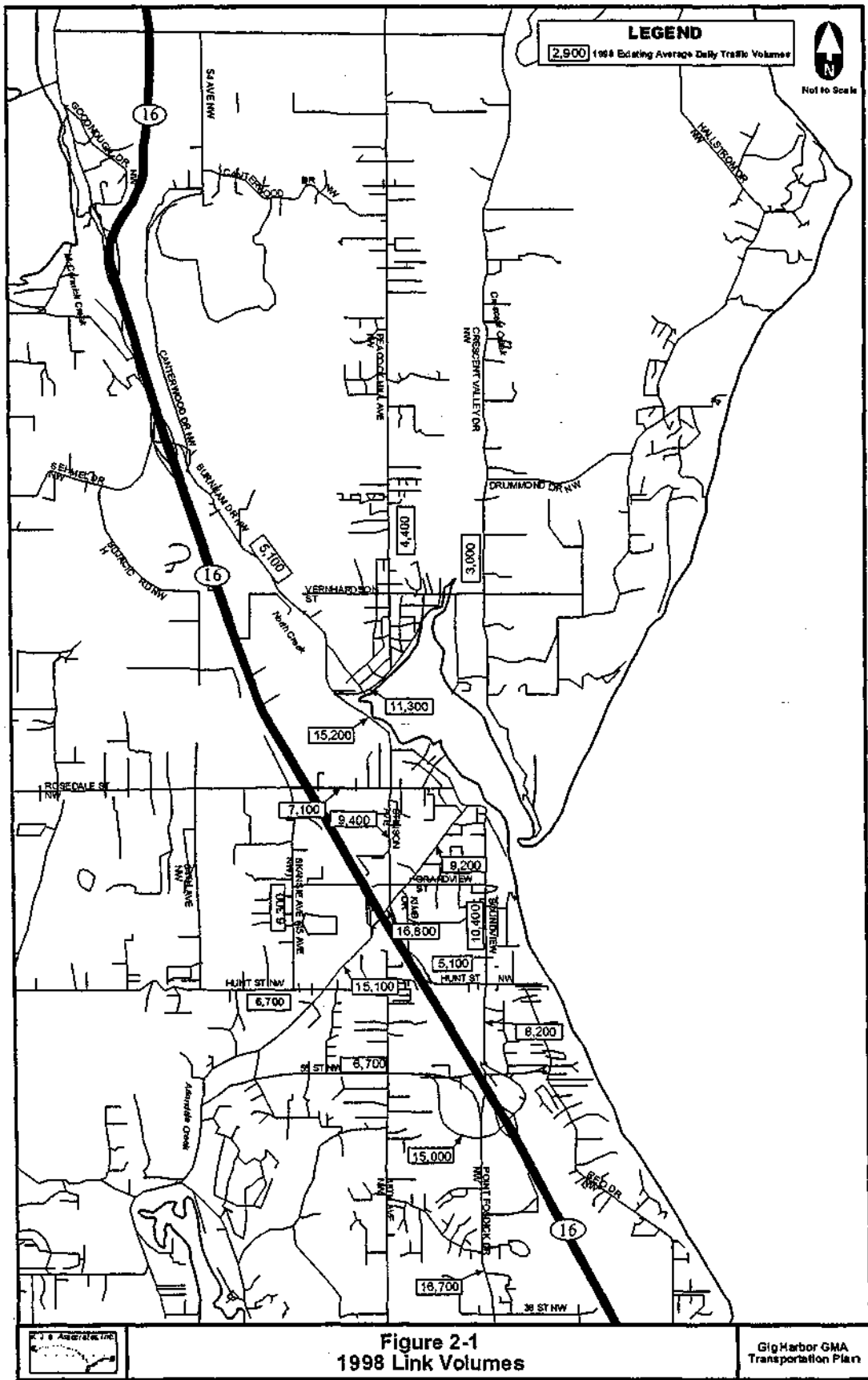
All trips were assigned to the City and County arterial system based on existing trip distribution and traffic assignment patterns. In addition to the population and employment forecast assumptions, specific assumptions were required to determine growth in external traffic volumes. For the Pierce County Peninsula Focus Area, the external connections in the south are the SR 16 highway crossing at the Tacoma Narrows Bridge and north to Kitsap County.

TRAFFIC ANALYSIS – EXISTING CONDITIONS (1998)

Existing (1998) daily traffic volumes on key roadway segments or links, and intersection levels of service are shown in **Figure 2-1**. The existing 1998 p.m. peak hour intersection levels of service are compiled in **Table 2-2**. As shown in **Table 2-3** below, there are significant delays at three stop-sign controlled intersections in 1998.

Table 2:2: 1998 Intersection Levels of Service

SIGNALIZED INTERSECTIONS	1998 LOS
38 th Ave E/56st NW	C
Olympic Dr/SR 16 NB ramps	C
Olympic Dr/SR 16 SB ramps	C
Pioneer Wy/Grandview St	A
Pioneer Wy/SR 16 NB ramps	D
Point Fosdick Dr/Olympic Dr	D
Rosedale/Schoolhouse	A
Wollochet Dr/Hunt St	B
UNSIGNALIZED INTERSECTIONS	1998 LOS
36th Ave/Pt Fosdick Dr	C
Crescent Valley Dr/Drummond Dr	B
Harborview Dr/North Harborview Dr	F
Harborview Dr/Pioneer Way	F
Harborview Dr/Stinson Ave	F
Hunt/Skansie	C
Olympic/Hollycroft	C
Peacock Hill Ave/North Harborview Dr	A
Rosedale St/Skansie Ave	B
Rosedale St/Stinson Ave	C
Soundview Dr/Hunt St	B
SR 16 NB ramps/Burnham Dr	A
SR 16 SB ramps/Burnham Dr	A
SR 16 SB ramps/Wollochet Dr	F



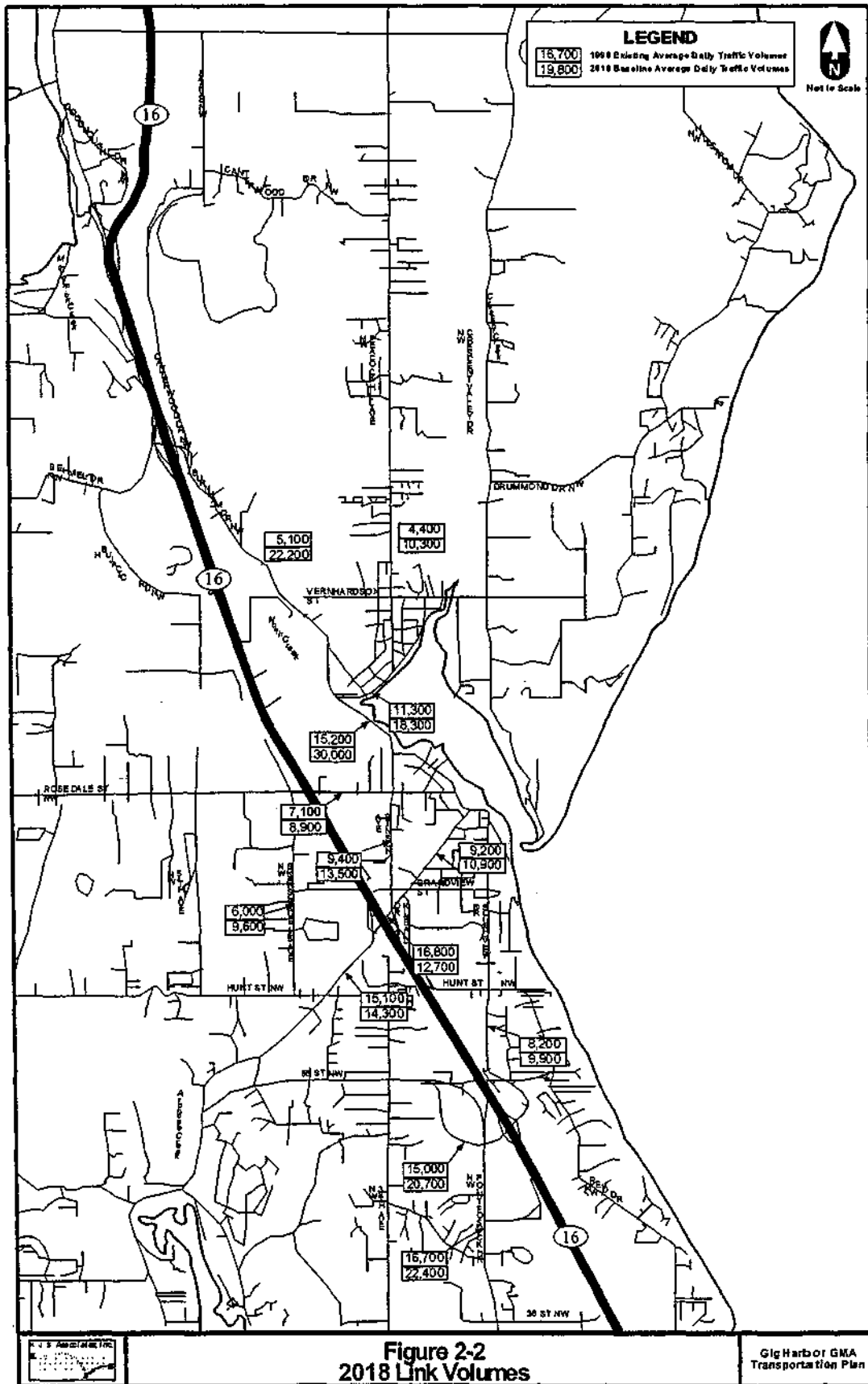
TRAFFIC ANALYSIS - 2018

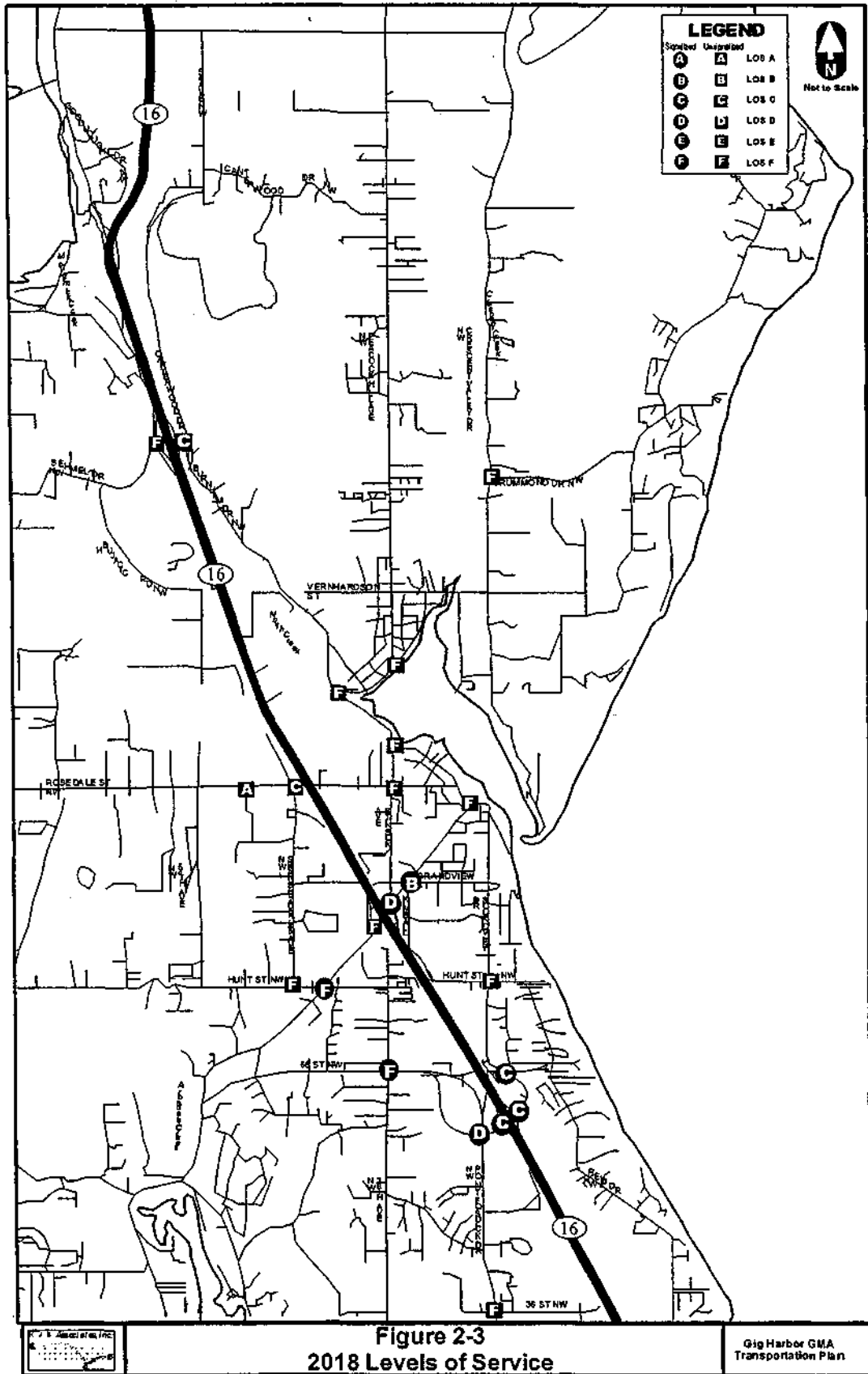
Once the model was calibrated to existing conditions, growth rates were applied to estimate traffic volumes for 2018. **Figure 2-2** shows roadway link volumes for 2018. **Figure 2-3** shows the intersection level of service for 2018, which is also summarized in **Table 2-3** below.

Table 2-3: PM Peak Hour Intersection Levels of Service

SIGNALIZED INTERSECTIONS	2018 LOS
38 th Ave E/56 st NW	F
Olympic Dr/SR 16 NB ramps	C
Olympic Dr/SR 16 SB ramps	C
Olympic/Hollycroft	C
Pioneer Wy/Grandview St	B
Pioneer Wy/SR 16 NB ramps	D
Point Fosdick Dr/Olympic Dr	D
Rosedale/Schoolhouse	A
Wollochet Dr/Hunt St	F
UNSIGNALIZED INTERSECTIONS	2018 LOS
36 th Ave/ Point Fosdick Dr	F
Crescent Valley Dr/Drummond Dr	F
Harborview Dr/North Harborview Dr	F*
Harborview Dr/Pioneer Wy	F*
Harborview Dr/Stinson Ave	F*
Hunt/Skansie	F
Peacock Hill Ave/North Harborview Dr	B
Rosedale St/Skansie Ave	C
Rosedale St/Stinson Ave	F
Soundview Dr/Hunt St	F
SR 16 NB ramps/Burnham Dr	C
SR 16 SB ramps/Burnham Dr	C
SR 16 SB ramps/Wollochet Dr	F
Stinson Ave/Grandview St	F

*LOS F is recognized as acceptable for the downtown strategy area.





CHAPTER 3 . ALTERNATIVES ANALYSIS

This chapter discusses the major transportation system improvements necessary to address identified deficiencies in the 2018 analysis year.

The potential improvements are organized in three categories: 1) roadway improvements, 2) intersection improvements, and 3) other improvements and transportation strategies.

ROADWAYS

Figure 3-1 shows the potential roadway improvements, which include roadway widening, new arterial links, structures, and freeway and ramp improvements. Projects include a new north-south connector from Burnham Drive to Borgen Blvd. for circulation and access in the Gig Harbor north area, and a new east-west connector from Crescent Valley Road to Peacock Hill Avenue. Other improvements call for widening of several arterials, including Olympic Drive NW, Wollochet Drive, and Rosedale Street NW. Several other projects will take place only if design and construction of the new Tacoma Narrows Bridge is funded and moves forward.

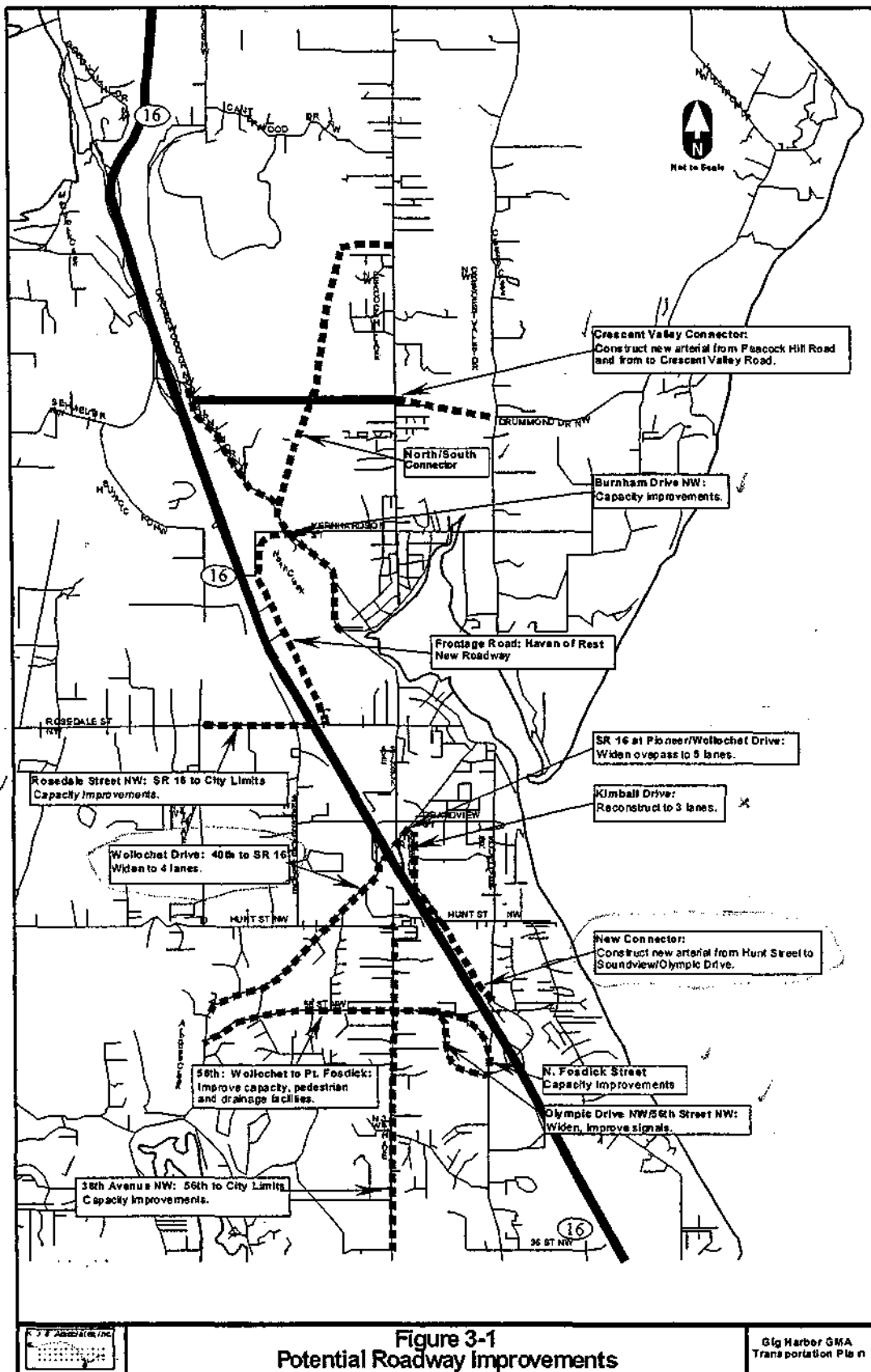


Figure 3-1
Potential Roadway Improvements

INTERSECTIONS

By 2018, the most significant level of service problems would occur at intersections whose movements are controlled by stop signs rather than traffic signals. Stop signs are efficient under relatively low volume conditions, or where clear preference for through traffic movement is desired.

Most of the high-volume stop sign controlled intersections in Gig Harbor will deteriorate to LOS F for the worst movement by 2018. Typically, installation of traffic signals will resolve such conditions. However, in the downtown and other strategy areas, where capacity improvements such as widening or signalization would severely impact the character of quality of the area, a LOS F has been adopted. At such intersections, it is recommended that improvements for pedestrian safety and/or convenience be made in lieu of signalization.

Tables 3-1 and 3-2 summarize the options examined at each signalized and unsignalized intersection, and the recommended improvement is noted for each intersection. Additional discussion is contained in Chapter 6 under recommendations.

Table 3-1: Evaluation of Improvements at Signalized Intersections

SIGNALIZED INTERSECTIONS	2018 LOS	Discussion	Recommendations
Wollochet Drive/Hunt Street	B	No improvement needed	
Pioneer Way/SR 16 NB ramps	LOS F (high volumes on fwy overxing)	Widening overcrossing per WSDOT plans and constructing east/west road will improve LOS	Implement WSDOT plans for this interchange
Pioneer Way/Grandview Street	B	No improvement needed.	

Table 3-2: Evaluation of Improvements at Unsignalized Intersections

UNSIGNALIZED INTERSECTIONS	2018 LOS	Discussion	Recommendation
Harborview Dr/North Harborview	F*	The pedestrian character of the area, coupled with relatively low speeds in downtown, makes signalization of this intersection not advisable.	Improve pedestrian crossings, ensure adequate sight distances and maintain stop-sign control.
Harborview Drive/Stinson	F*	Same as above.	Save as above.
Rosedale/Skansie (46th)	F	Industrial area traffic along Skansie and growth west of SR 16 will create volumes too high for stop-sign control to handle.	Monitor and install traffic signal when warranted.
Harborview Drive/Pioneer Way	F*	The pedestrian character of the area, coupled with relatively low speeds in downtown, makes signalization of this intersection not advisable.	Improve pedestrian crossings, ensure adequate sight distances and maintain stop-sign control.
SR 16 SB ramps/Wollochet	F	These ramps would be signalized with WSDOT planned improvement.	Implement intersection improvement per WSDOT plans.
Soundview/Hunt Street	D	Kimball connector will improve conditions at this intersection	Monitor and install stop sign all way control when warranted
SR 16 SB ramps/Burnham Drive	F	Future high traffic volumes will require signalization of the ramp terminal intersection	Monitor and signalize when required.
Stinson/Grandview	C	No deficiency	none
Stinson/ Rosedale	F	East/west road will reduce volumes sufficiently to level accommodated by stop-sign control	Maintain stop-sign control at this location.
Peacock Hill/North Harborview	E	East/west road will reduce volumes sufficiently to level accommodated by stop-sign control	Maintain stop-sign control at this intersection.
Hunt/Skansie	F	High volumes and increased left turns from Skansie require signal control and turn lanes	Monitor and signalize when required.

*These intersections are within the Downtown Strategy Area where LOS F is the adopted standard.

OTHER IMPROVEMENTS AND STRATEGIES

Over the next two decades, the City of Gig Harbor will experience a 40 percent increase in population and a 70 percent in employment within the City and its surrounding Urban Growth Area (UGA). This growth will also result in an increase in traffic volumes to, from, through and within the city. Transportation strategies must be implemented to accommodate this growth, including:

- Transportation Demand Management strategies such as: Commute Trip Reduction, High Occupancy Vehicles (HOV such as van pools, car pools, etc.), telecommuting and flexible work hours.
- Transportation System Management strategies such as integrated policies and planning, Intelligent Vehicle Highway Systems (IVHS), signal coordination, etc.
- Modal shift from private vehicles to transit and carpooling.
- Enhancements of non-motorized travel to encourage alternate modes of transportation such as walking, cycling and elimination of trips altogether through compute trip reduction.
- Upgrading of existing motorized facilities.
- Construction of new motorized facilities.

The above strategies will require close coordination of efforts with the Washington State Department of Transportation, Pierce Transit, Pierce County and Kitsap County. The development of TSM and TDM policies and procedures should be consistent with other surrounding jurisdictions programs and will require public involvement.

Transportation Demand Management goals should be integrated with the development review process and should be a part of any traffic impact assessment and mitigation program.

The City Council, Planning Commission and the residents of Gig Harbor value a balance between motorized and non-motorized alternatives to help solve transportation issues in Gig Harbor.

Specific Projects for Transportation Demand Management include:

- Comply with state commute trip reduction program for major employers.
- Develop a comprehensive transit information program with Pierce Transit.
- Work with Pierce Transit to develop a vanpooling and ridematch service.
- Work with the WSDOT to implement the High Occupancy Vehicle lanes on SR 16 and on and off ramps where applicable.
- Work with the WSDOT to integrate the SR 16 queue by-pass on ramps with City streets.
- Develop a comprehensive parking management strategy to integrate parking availability and pricing with any transportation demand management strategy.

Specific projects for Transportation Systems Management would include:

- Work with the WSDOT to coordinate the SR 16 HOV project, local-state signal coordination, driver information and Intelligent Vehicle Highway Systems with the local street network.
- Develop a signal re-timing and coordination project to reduce delay and congestion at the City's signalized intersections.

The recommendations for transportation improvements for the City of Gig Harbor address these concerns. The motorized improvements focus on intersections and roadways, while the recommendations for non-motorized travel consist primarily of ways to expand the bicycle facilities, complete the sidewalk network and evaluate other options. Recommendations for transit are mainly directed to Pierce Transit, which serves the City of Gig Harbor.

CHAPTER 4 . RECOMMENDED TRANSPORTATION PLAN

The Growth Management Act requires an assessment of how well a recommended transportation plan meets the requirements of the Act and how well the level of service goals are met. The City has a level of service goal of LOS D for intersections and arterials, except in the downtown core. The recommended improvements are summarized in Table 4-1.

Table 4-1 Recommended Transportation Plan

Roadway Facility	Limits	Description	Lead Agency	Trigger Year
Franklin Avenue	Burnham-Peacock Hill	pedestrian, drainage	Gig Harbor	2002
38th Avenue	56th St - city limits	reconstruct to 2/3 lanes	Gig Harbor	2003
Olympic Drive-56th Street	38th - Point Fosdick	widen to 5 lanes; add signal at 50th St	Gig Harbor	2003
Prentice Street	Burnham - Fenimore	minor widening, drainage	Gig Harbor	2002
Burnham Drive	Franklin - Harborview	minor widening, drainage	Gig Harbor	2003
Brianwood Lane	38th Ave - Pt Fosdick	pedestrian, drainage	Gig Harbor	2003
Vernhardson Street	Peacock Hill - city limit	minor widening, replacement	Gig Harbor	2004
Rosedale Street	SR 16 - city limit	widen to 2 thru lanes	Gig Harbor	2005
Grandview Street	Stinson - Soundview	minor widening, drainage	Gig Harbor	2002
56th Street-Point Fosdick Drive	Olympic - Olympic	reconstruct to 3 lanes	Gig Harbor	2003
Rosedale Street	SR 16 - Shirley	widen to 2 thru lanes	Gig Harbor	2006
Crescent Valley Connector	Peacock - Crescent Valley	new roadway	Pierce County	2006
North-South Connector	Borgen - Peacock Hill	corridor preservation	Gig Harbor	2006
Kimball Connector	Hunt - Soundview	new roadway	Gig Harbor	2006
Wollochet Drive	40 th St - SR 16	widen to 4 lanes	Pierce County	
Intersection	Limits	Description	Lead Agency	Trigger Year
38th Avenue	Hunt St - 36th St	improve intersection	Gig Harbor	2004
56th Street	Wollochet-Pt Fosdick	widen, ped & drainage	Gig Harbor	2004
Hunt/Skansie	Intersection	install signal	Gig Harbor	2006
SR 16	at Wollochet Drive	widen Wollochet to 5 lanes	WSDOT/Pierce	2004
SR 16	at Burnham Drive	install signals at ramps	WSDOT/Pierce	2006
Other Improvements				
Pedestrian improvements	Downtown	Sidewalks & paths	Gig Harbor	2002
Pedestrian improvements	Major arterials	Sidewalk on one side, min	Gig Harbor	2002
Bike path improvements	City wide	On street & bike paths	Gig Harbor	2002
Safety improvements	City wide	Traffic safety improvements	Gig Harbor	2002
Enhance downtown parking	Downtown area	Locate parking sites	Gig Harbor	2006
Additional park & ride site	SR 16/Olympic Drive	New site	Pierce Transit	2006
Additional park & ride site	SR 16/Burnham Drive	New site	Pierce Transit	2004
Harborview / N Harborview Dr	intersection	pedestrian improvements*	Gig Harbor	2004
Harborview Dr / Stinson Ave	intersection	pedestrian improvements*	Gig Harbor	2004
Harborview Dr / Pioneer Wy	intersection	pedestrian improvements*	Gig Harbor	2005

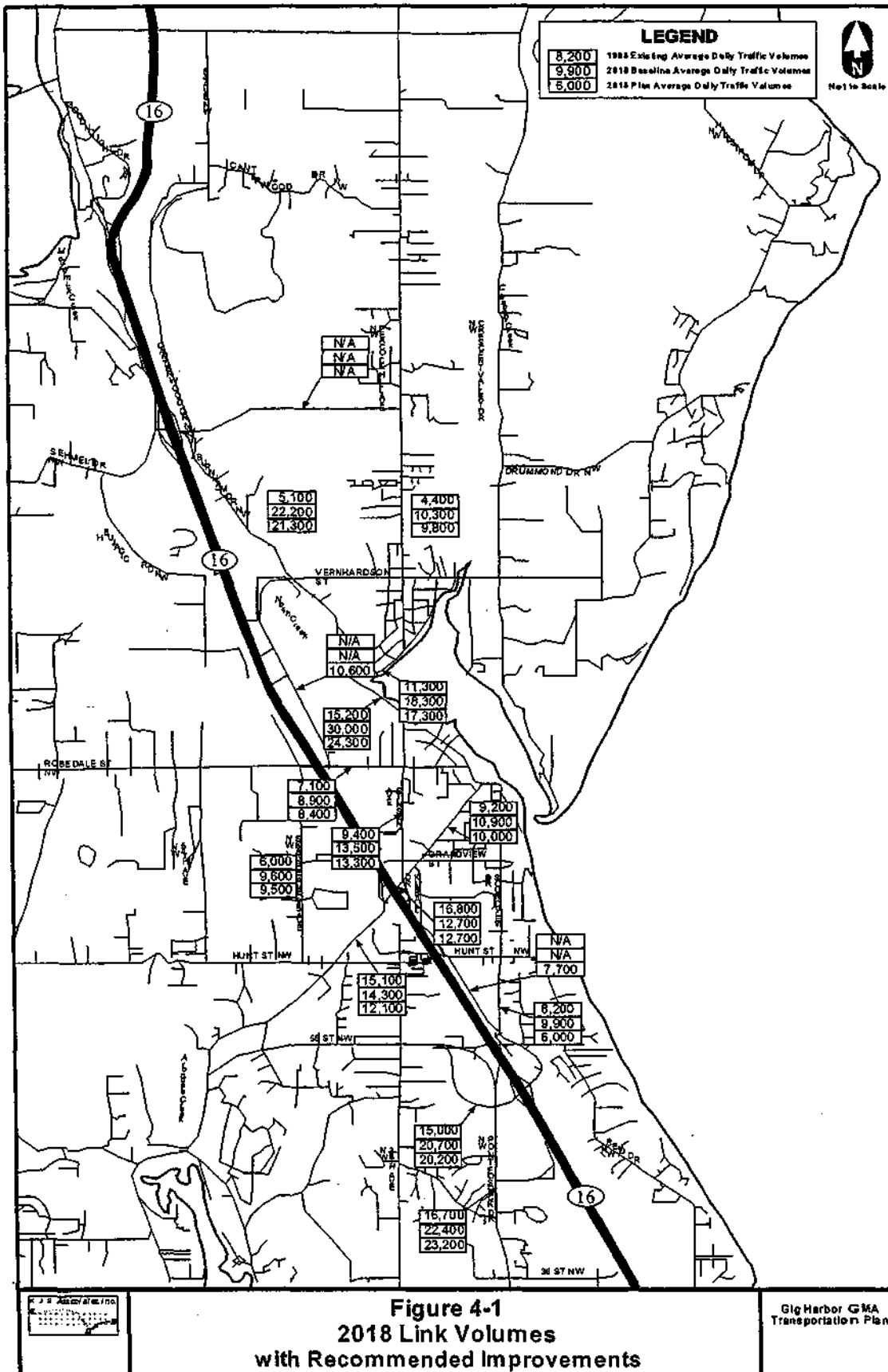
Figure 4-1 shows the estimated 2018 daily traffic volumes on selected links with the improvements listed in the recommend transportation plan.

ROADWAY IMPROVEMENTS

Due to the proposed Tacoma Narrows bridge project which is anticipated for construction in the near future, many transportation improvements may be required to either be modified or constructed. The City has included many of these projected improvements in an effort to identify costs and other constraints related to these major projects. All of the identified improvements have a major impact to the City and the underlying transportation infrastructure.

Because the Tacoma Narrows bridge project is not fully implemented, the City has decided to exclude those major projects related to the bridge and only include the projects directly related to the City's existing and projected growth and infrastructure needs. The projects that have been excluded from the revenue obligation requirements include:

- 1) Hunt Street Overcrossing
- 2) Crescent Valley Connector
- 3) Hunt/Kimball Connector
- 4) North-South Connector



INTERSECTION IMPROVEMENTS

The 2018 levels of service at key intersections with the improvements in the Recommended Plan are shown in Table 4-2.

Table 4-2: 2018 Plan Intersection Levels of Service

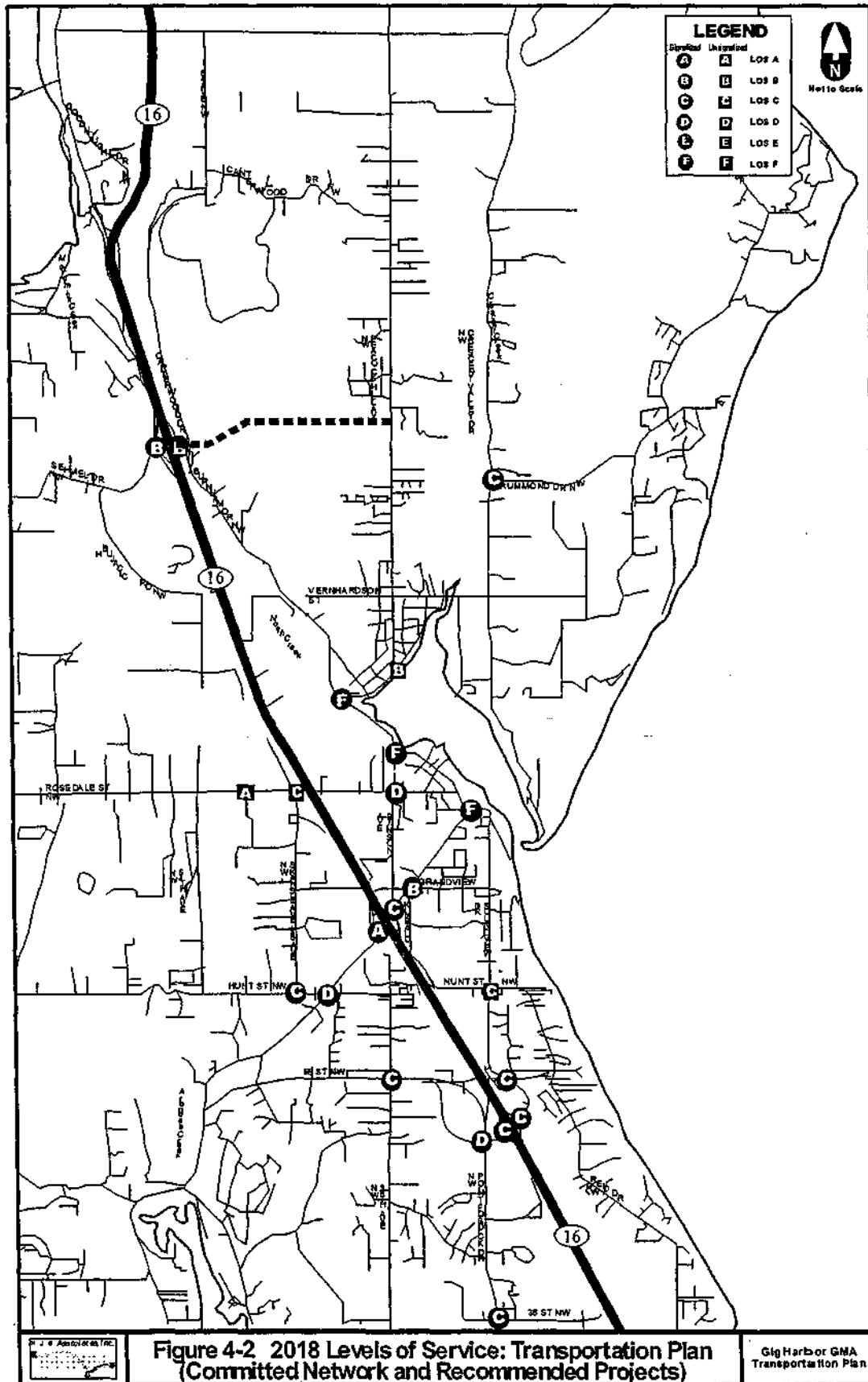
INTERSECTION	No Improvements	With Recommended Improvements
36th St/Point Fosdick Dr ⁽¹⁾	F	C
Crescent Valley Dr/Drummond Dr	F	C
Harborview Dr/North Harborview Dr ⁽²⁾	F*	F*
Harborview Dr/Pioneer Wy ⁽²⁾	F*	F*
Harborview Dr/Stinson Ave ⁽²⁾	F*	F*
Hunt/Skansie	F	C
North Harborview Dr/Peacock Hill Ave	F	B
Olympic Dr/Hollycroft	C	C
Olympic Dr/SR 16 NB ramps	C	C
Olympic Dr/SR 16 SB ramps	C	C
Pioneer Wy/Grandview St	B	B
Pioneer Wy/SR 16 NB ramps	D	C
Point Fosdick Rd/Olympic Dr	D	D
Rosedale St/Skansie Ave ⁽¹⁾	C	C
Rosedale St/Stinson Ave	F	D
Soundview Dr/Hunt St	F	C
SR 16 SB ramps/Burnham Drive ⁽¹⁾	F	B
SR 16 SB ramps/Wollochet Dr ⁽¹⁾	F	A
Wollochet Dr/Hunt St	F	D

* recognized as acceptable in the downtown strategy area.

⁽¹⁾ Improvement includes signalization.

⁽²⁾ Downtown strategy Area – signalization not recommended.

Figure 4-2 shows the 2018 Plan intersection levels of service. The levels of service are based on traffic volumes generated by growth in the area and implementation of the improvements listed in the Recommended Plan. The capacity analysis shows that most of the City's intersections will be able to meet the LOS D goal. The goal has been met, for the most part, by upgrading unsignalized intersections to signalized operation – or by making other improvements to increase capacity.



OTHER IMPROVEMENTS AND STRATEGIES

Transit

Gig Harbor participates with the local transit agency, Pierce Transit in a variety of projects. This cooperation has been in the planning and capital improvement projects. Pierce Transit has a System Plan to the year 2020. Long term improvement plans for the Peninsula area include:

- Construct the North Gig Harbor Transit Center and add bus routes to serve it.
- Establish more direct regional transit services to major destinations in the Tacoma, Bremerton, Olympia and Seattle areas.
- Increased paratransit services.
- Increase ridesharing (carpool and vanpool) programs.
- Construct capital projects listed in the 6-year Capital Improvement Plan.

Marine Transportation

The waterfront and harbor of Gig Harbor are a primary focus area for many of the City's activities including commercial, retail, industrial, tourism and recreation activities. These activities create generate traffic and parking demand which is concentrated around Harborview and North Harborview arterials.

There is demand for marine improvements in Gig Harbor. Access for public or private marine services should be provided at a central dock location near the downtown area. Continued upgrading and enhancement of the Jerisich Park dock area should be emphasized. The increased use of marine services would also place demands on downtown parking.

Possibilities of provision of recreational passenger ferry services should be coordinated with private providers. Some discussions have taken place regarding private ferry services to Gig Harbor, and the City should continue to pursue these opportunities. Due to the high costs and parking impacts associated with commuter ferry services, it is not recommended that the city pursue passenger-only ferry services with Washington State Ferries.

Coordinating Transportation And Land Use Planning To Support Transit And Pedestrian Oriented Land Use Patterns

To ensure that this plan is consistent with evolving land use patterns, and to guide land use and new development with respect to transportation that promotes transportation-related goals, the City will work towards:

- Reducing vehicle trips and vehicle miles traveled during peak periods to minimize the demand for constructing costly road improvements;
- Providing effective public transportation services to help reduce car dependence in the region and serve the needs of people who rely on public transportation;
- Encouraging bicycle and pedestrian travel by providing inviting, safe, convenient and connected routes, education and incentive programs, and support services such as bike racks, showers and lockers;
- Maintaining and improving a network of highways, streets and roads that moves people, goods and services safely and efficiently, minimizes social and environmental impacts, and supports various modes of travel.
- Providing adequate connections and access among all transportation modes.

Non Motorized Travel

The residential character of Gig Harbor makes non-motorized travel an important aspect of the Transportation Element. A complete pedestrian and bicycle network would link neighborhoods with schools, parks, and retail activity, allowing residents and visitors to walk or bicycle to these areas rather than drive.

Outside of the downtown retail core, sidewalks have been constructed sporadically, resulting in an discontinuous system of walkways for pedestrians. There are even fewer facilities for bicyclists within Gig Harbor; bicyclists must share the traveled lane with motorists. While there are no facilities for equestrians within Gig Harbor, there is generally little demand for equestrian travel.

Recommended improvements for non motorized uses are shown in **Figure 4-3**. The plan outlines pedestrian, bicycle path, and marine service improvements.

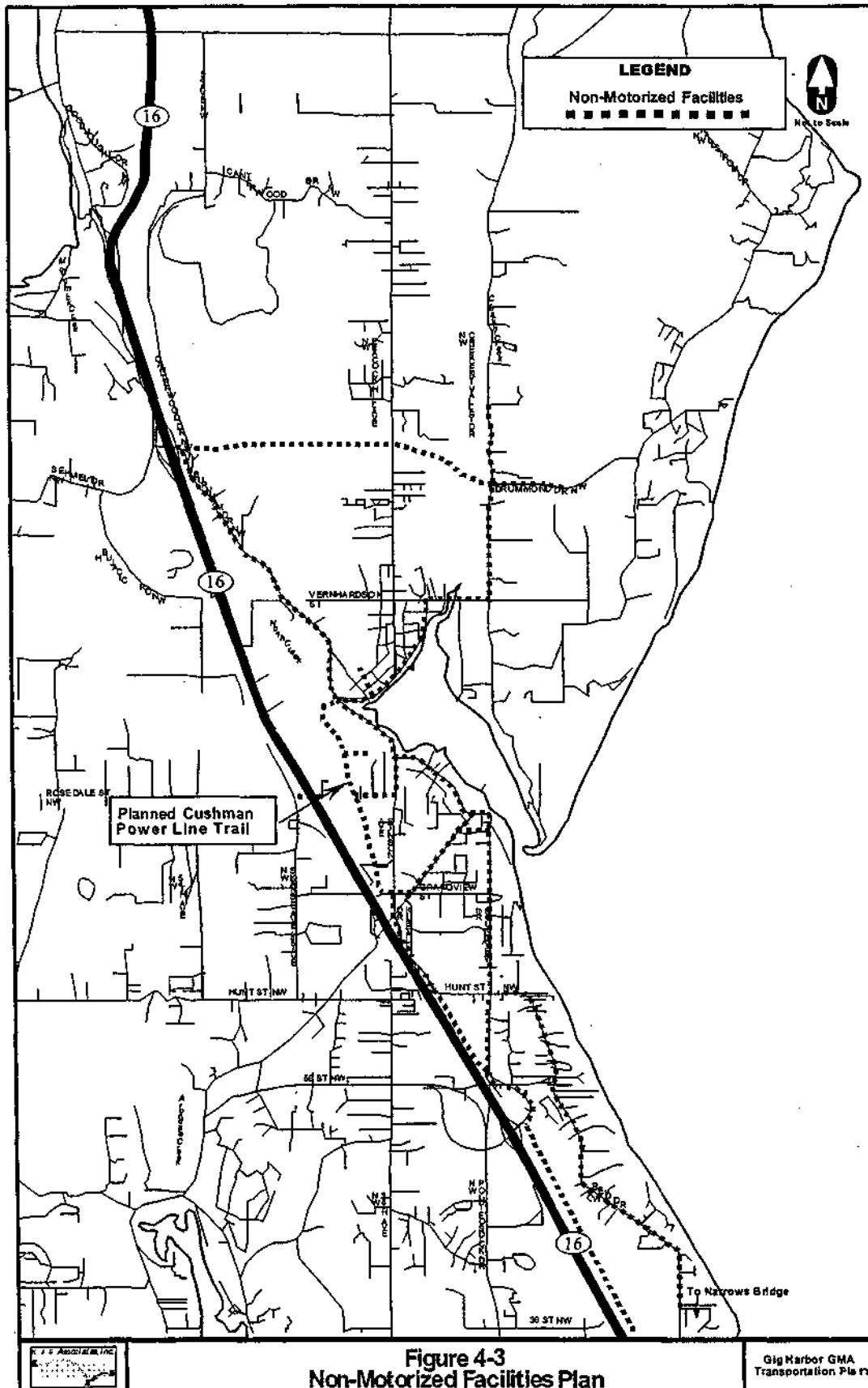
Downtown Strategy Area

Much of Gig Harbor's commercial, tourist and recreational facilities are located along the waterfront, creating congestion in the downtown area and generating demand for pedestrian amenities and additional parking. Any roadway or intersection capacity improvements here would destroy the unique character of the downtown.

Through public involvement with citizens and business owners within the downtown area, the City has created a downtown strategy area that will insure the preservation of the pedestrian character of the area. Within the downtown strategy area, the City has reclassified an acceptable LOS of F and restricted any transportation projects within this area to be oriented towards improved pedestrian safety and convenience.

The specific intersections that will be impacted by this new LOS classification are:

- Harborview Drive/North Harborview Drive
- Harborview Drive/Pioneer Way
- Harborview Drive/Stinson Avenue



CHAPTER 5 . HOUSE BILL 1487 COMPLIANCE

The 1998 legislation House Bill 1487 known as the "Level of Service" Bill, amended the Growth Management Act; Priority Programming for Highways; Statewide Transportation Planning, and Regional Planning Organizations. The combined amendments to these RCWs were provided to enhance the identification of, and coordinated planning for, "transportation facilities and services of statewide significance (TFSSS)" HB 1487 recognizes the importance of these transportation facilities from a state planning and programming perspective. It requires that local jurisdictions reflect these facilities and services within their comprehensive plan.

To assist in local compliance with HB 1487, the Washington State Department of Transportation (WSDOT), Transportation Planning Office and the Washington State Department of Community Trade and Development, Growth Management Program, (now Office of Community Development [OCD]) promulgated implementation guidelines in the form of a publication entitled "Coordinating Transportation and Growth Management Planning".

Together with these entities, the City of Gig Harbor has worked to compile the best available information to include in the comprehensive plan amendment process.

- Inventory of state-owned transportation facilities within Gig Harbor: SR 16 provides the major regional connection between Tacoma, Bremerton and the Olympic Peninsula. It connects to Interstate 5 in Tacoma and to SR 302 in Purdy. SR 302 is the only other state-owned transportation facility within the planning area, connecting SR 16 with SR 3 to Shelton.
- Estimates of traffic impacts to state facilities resulting from local land use assumptions: Figure 5-1 provides 20-year traffic volumes for SR-16, which is the only state facility within Gig Harbor. The volumes were generated by Pierce County model, which includes land use assumptions for 2018 for Gig Harbor.
- Transportation facilities and services of statewide significance (TFSSS) within Gig Harbor: SR 16 is included on the proposed list of TFSSS.
- Highways of statewide significance within Gig Harbor: The Transportation Commission List of Highways of Statewide

Significance lists SR 16 as an HSS within the City of Gig Harbor and its growth area.

The City of Gig Harbor asserts that proposed improvements to state-owned facilities will be consistent with the Regional Transportation Plan (RTP) and the State Highway System Plan within Washington's Transportation Plan (WTP).

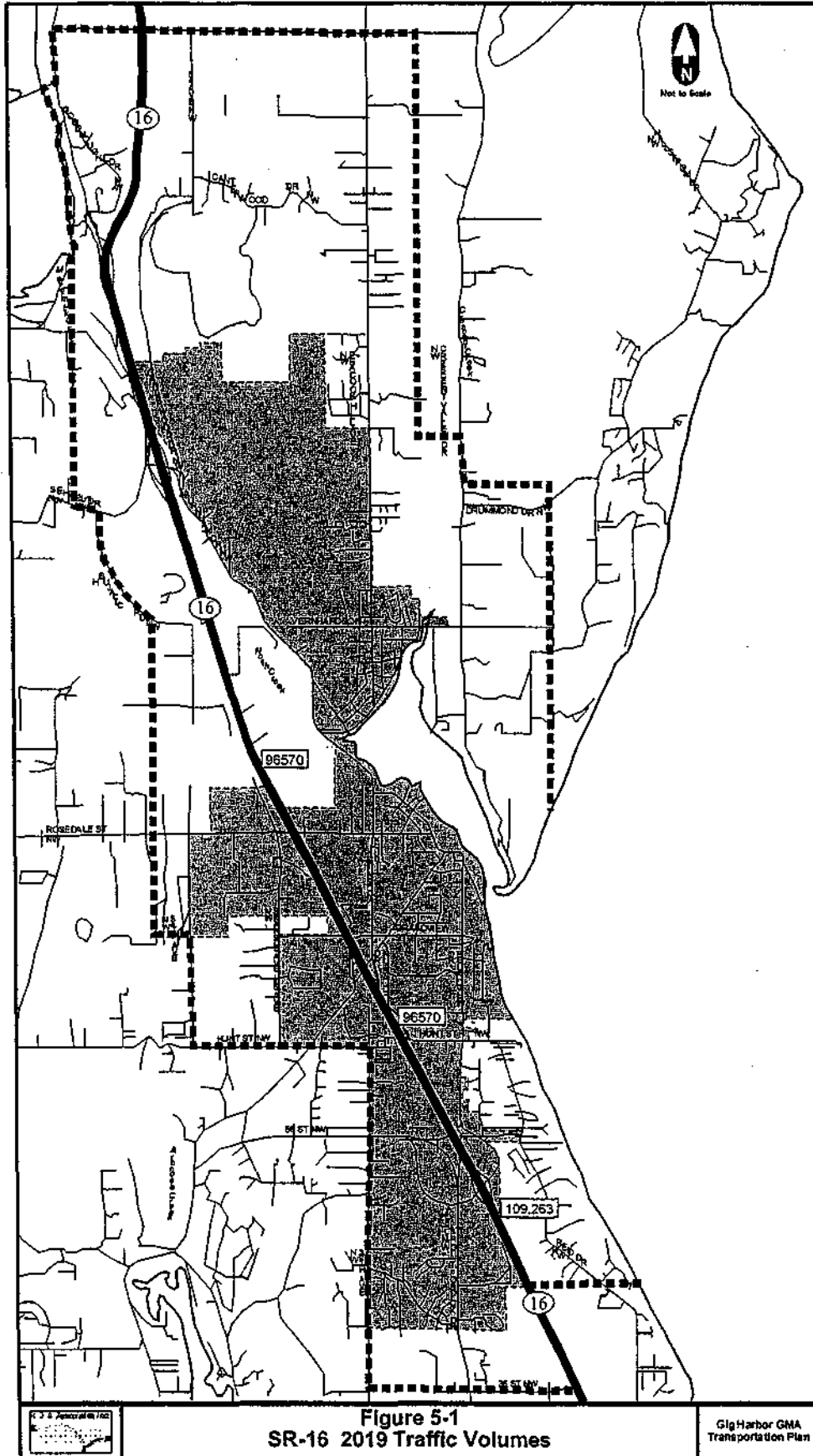
The City of Gig Harbor affirms the establishment of LOS C/D mitigated for Highways of Statewide Significance.

The City of Gig Harbor acknowledges that the concurrency requirement does not apply to transportation facilities and services of statewide significance in Pierce County.

WSDOT has several improvements planned in conjunction with the new Tacoma Narrows Bridge project, including a new interchange at 24th Street and 36th Street and SR16/Wollochet Drive ramp improvements. The increased capacity and access caused by the bridge construction will affect the Gig Harbor area transportation improvement needs and long-term growth and development in the area. Several major transportation improvements will be required within the City of Gig Harbor if the Tacoma Narrows Bridge project is implemented. These include:

- Hunt Street Overcrossing
- Crescent Valley Connector
- Hunt/Kimball Connector
- North-South Connector

Many other transportation improvements may either be modified or unconstructed if the proposed bridge project becomes a reality.



CHAPTER 6 . FINANCIAL ANALYSIS AND CONCURRENCY

The State of Washington's Growth Management Act (GMA) requires that a jurisdiction's transportation plan contain a funding analysis of the transportation projects it recommends. The analysis should cover funding needs, funding resources, and it should include a multi-year financing plan. The purpose of this requirement is to insure that each jurisdiction's transportation plan is affordable and achievable. If a funding analysis reveals that a plan is not affordable or achievable, the plan must discuss how additional funds will be raised, or how land use assumptions will be reassessed.

FEDERAL REVENUE SOURCES

The 1991 federal Intermodal Surface Transportation Efficiency Act (ISTEA) reshaped transportation funding by integrating what had been a hodgepodge of mode- and category-specific programs into a more flexible system of multi-modal transportation financing. For highways, ISTEA combined the former four-part Federal Aid highway system (Interstate, Primary, Secondary, and Urban) into a two-part system consisting of the National Highway System (NHS) and the Interstate System. The National Highway System includes all roadways not functionally classified as local or rural minor collector. The Interstate System, while a component of the NHS, receives funding separate from the NHS funds.

In 1998, the Transportation Efficiently Act for the 21st Century (TEA-21) continued this integrated approach, although specific grants for operating subsidies for transit systems were reduced.

National Highway System funds are the most likely source of federal funding support available for projects in Gig Harbor. **Table 6-1**, taken from the Highway Users Federation of the Automotive Safety Foundation pamphlet *The Intermodal Surface Transportation Efficiency Act of 1991*, describes the types of projects that qualify for funding under NHS (the categories and definitions were virtually unchanged in TEA-21).

To receive TEA21 funds, cities must submit competing projects to their designated Regional Transportation Planning Organization (RTPO) or to the state DOT. Projects which best meet the specified criteria are most likely to receive funds. Projects which fund improvements for two or more transportation modes receive the highest priority for funding. (e.g., arterial improvements which includes transit facilities and reduces transit running times, and constructs pedestrian and bicycle facilities where none existed before).

Table 6-1. Projects Eligible for National Highway System Funding

-
- Construction, reconstruction, resurfacing, restoration and rehabilitation and operational improvements to NHS segments
 - Construction and operation improvements to non-NHS highway and transit projects in the same corridor if the improvement will improve service to the NHS, and if non-NHS improvements are more cost-effective than improving the NHS segment.
 - Safety improvements
 - Transportation planning
 - Highway research and planning
 - Highway-related technology transfer
 - Start-up funding for traffic management and control (up to two years)
 - Fringe and corridor parking facilities
 - Carpool and vanpool projects
 - Bicycle transportation and pedestrian walkways
 - Development and establishment of management systems
 - Wetland mitigation efforts
-

HISTORICAL TRANSPORTATION REVENUE SOURCES

The City of Gig Harbor historically has used three sources of funds for street improvements:

- Income from Taxes
 - Motor Vehicle Excise Tax (MVET)
 - Motor Vehicle Fuel Tax (MVFT)
- Income from Intergovernmental Sources:
 - HUD Block Grants
 - Federal Aid (FAUS, FAS, ISTEA, etc.)
 - Urban Arterial Board
 - TIB and STP Grants
- Miscellaneous Income:
 - Interest Earnings
 - Miscellaneous Income
 - Developer Contributions
 - Impact Fees (begun in 1996)

In the past, motor vehicle excise tax (MVET) and motor vehicle fuel tax (MVFT) allocations from the state have been the major sources of continuing funding for transportation capital improvements. Initiative 695, passed by the voters in 1999, removed MVET as a significant funding source, so the MVFT ("gas tax") funding appear to be the only reliable source of transportation funds for the future. MVET and MVFT also provided funds for state and federal grants which are awarded competitively on a project-by-project basis and from developer contributions which are also usually targeted towards the developer's share of specific road improvements.

REVENUE FORECAST

The projected revenues for Gig Harbor's recommended transportation capital improvements are shown in Table 6-2. According to these forecasts, approximately 32% of funding for transportation capital improvements for the next 20 years will come from LIDs, general funds and economic grants. Project-specific SEPA mitigation fees and City traffic impact fees will provide 32% of road capital funds. Additionally, approximately 36% will come from project-specific state and federal funding grants and taxes.

Table 6-2. Gig Harbor Transportation Revenue Forecast, 2000 to 2018

Funding Source	Six-year 2001-2006	Percent	Twenty-year 2000-2018	Percent
MVFT ("gas tax")	\$400,000	8.7%	\$2,000,000	15.7%
State and federal grants	\$500,000*	10.80%	\$2,600,000*	20.5%
SEPA mitigation and Developer Contribution	\$2,000,000	43.5%	\$3,400,000	26.8%
City Traffic Impact Fees	\$100,000	2.2%	\$700,000	5.5%
Other funds (LIDs, general funds, economic grants, etc)	\$1,600,000	34.8%	\$4,000,000	31.5%
Totals	\$4,600,000	100.0%	\$12,700,000	100.00%

*Includes projected grants for projects whose completion would likely extend beyond 2006.

CAPITAL COSTS FOR RECOMMENDED IMPROVEMENTS

As discussed in Chapter 4, there are several capacity-related improvements within the Gig Harbor UGA needed to achieve adequate levels of service by 2018.

The capacity-related improvements listed in Table 6-3 will be necessary to meet GMA level of service standards in 2018. Most of these projects have already been included in the City's current *Six-Year Transportation*

Improvement Program, along with project-specific identified funding sources.

Table 6-3. Capacity-related improvement costs, 2000 to 2018

<i>Facility</i>	<i>Description</i>	<i>Estimated Cost</i>	<i>Predictable (non-grant) Funding</i>
Borgen (East-West) Road	Phase II of new roadway	\$1,500,000	\$1,500,000
38th Avenue	reconstruct to 2/3 lanes	\$ 900,000	\$300,000
Olympic Drive-56th Street	widen to 5 lanes; add signal at 50th St	\$1,400,000	\$780,000
Prentice Street	minor widening, drainage	\$ 200,000	\$200,000
Burnham Drive	minor widening, drainage	\$ 300,000	\$300,000
Vernhardson Street	minor widening, replacement	\$ 200,000	\$200,000
Rosedale Street, Phase 2	widen to 2 thru lanes	\$ 600,000	\$300,000
Grandview Street	minor widening, drainage	\$ 400,000	\$400,000
56th Street-Point Fosdick Drive	reconstruct to 3 lanes	\$1,200,000	\$400,000
Rosedale Street, Phase 3	widen to 2 thru lanes	\$1,000,000	\$1,000,000
Crescent Valley Connector	new roadway	\$**	\$
North-South Connector	corridor preservation		
Hunt Street	new SR 16 under crossing	\$**	\$
Kimball Connector	new roadway	\$**	\$
Harborview / N Harborview Dr	pedestrian improvement	\$200,000	\$200,000
Harborview Dr / Silnson Ave	pedestrian improvement	\$200,000	\$200,000
Rosedale St/ Skansje Ave	pedestrian improvement	\$200,000	\$200,000
Harborview Dr / Pioneer Wy	pedestrian improvement	\$200,000	\$200,000
Wollochet Drive	widen to 4 lanes	\$4,000,000	\$1,140,000
38th Avenue/Hunt	signal or other improvement	\$200,000	\$200,000
Total Costs		\$12,700,000	\$7,600,000

- engineering and studies only.
- **Major transportation projects directly related to the Tacoma Narrows Bridge project. (These projects have been removed from the total costs because of the uncertainty of the Bridge project.)

SUMMARY OF COSTS AND REVENUES

Based on the revenues and costs listed above, the proposed capacity-related transportation element improvements are affordable within the City's expected revenues for transportation capital costs. **Table 6-4** summarizes costs and revenues for the six and twenty year periods analyzed in the transportation element.

As shown in **Table 6-4**, the City expects to obtain a proportion of anticipated revenues from grants or other discretionary sources. The revenue estimate indicates the City will be able to pay for its share of the recommended improvements, however, none of the assumptions about existing sources are guaranteed. The proposed projects include several that could receive matching funds from state and federal grant programs, for which there is considerable competition and limited grant funding. Should the necessary grant funds not be available, the City has several other strategies it can employ to balance revenues and public facility needs. These strategies, listed below, range from the development of other funding sources to the revision of City land use and growth policies:

- Obtain funds from other sources (e.g., loans)
- Revise land use policy
- Pursue cost-sharing opportunities with other agencies (e.g., WSDOT or Pierce County) and/or the private sector

The proposed improvements over the next 20 years total \$12,700,000. Because the Tacoma Narrows Bridge project is not fully implemented, the City has excluded the major projects related to the bridge from its revenue obligations. By excluding these projects, the City can obtain a more accurate representation of the financing needs for the transportation projects that will be funded. Proposed improvements and expected revenues are therefore balanced as shown in the **Table 6-4** below. The projects that have been excluded from the revenue obligation requirements are the Hunt Street overcrossing, the Crescent Valley connector, the Hunt/Kimball connector and the North-South Connector.

Table 6-4. Summary of capacity-related project capital costs and revenues

Category	Six-year 2000-2005	Percent of Revenues	Twenty-year 2000-2018	Percent of Revenues
<u>Projected Revenues</u>	<u>\$4,600,000</u>	<u>100.0%</u>	<u>\$12,700,000</u>	<u>100%</u>
predictable sources	\$4,100,000	89%	\$7,600,000	60%
grant sources	\$500,000	11%	\$5,100,000	40%
Projected Expenditures	\$4,600,000	100%	\$12,700,000	100%
Net	\$-0-	0%	\$-0-	0%



COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
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TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DECLARATION OF SURPLUS PROPERTY
DATE: OCTOBER 14, 2002

INTRODUCTION/BACKGROUND

The 2002 budget anticipated replacement of equipment, tools and computer hardware. In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The vehicles and other items of City property proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

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

RESOLUTION NO. _____

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

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

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

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

To declare as surplus:

EQUIPMENT	
ITEM #	ITEM DESCRIPTION
1	1 Conference Table
2	4 gray stacking chairs
3	3 brown cloth stacking chairs
4	31 desks, workstations oak and metal
5	12 bookshelves wood and metal
6	45 office and desk chairs
7	6 cork / whiteboards
8	9 tables
9	3 drafting tables
10	24 floor pads
11	15 partition / dividers
12	2 Minolta copiers
13	30 file cabinets
14	5 assorted desk organizers
15	4 desk pads
16	1 stool
17	1 large pigeon-hole plans holder
18	1 metal plans file cabinet
19	12 metal lockers
20	7 stands / carts
21	60 stacking chairs
21	1 fan
22	2 cabinets

SURPLUS ITEMS

Page 2

23	4 shelves
24	1 stop sign

EQUIPMENT		SERIAL / ID NUMBER	MODEL INFO.
25	Motorola radio	2032DY2485/#00090	T43RTN1190B
26	General Electric radio	0160202/#00096	RG56TA566
27	General Electric radio	722155/#00097	RG56TA566
28	General Electric radio	2382260/#00095	RG56TA566
29	General Electric radio	0160201	RG56TA566
30	General Electric radio	4451307/#00091	MC56KE566B
31	Gateway P/C	15009A388820	500-069CS
32	Lexmark SC 1275 color laser	11-48023/#00965	
33	Gateway Crystal Scan 15" monitor		15013B117848
34	Gateway CPD 15" monitor		0008596790
35	Keyboard		KBDP6M001AAUS
36	Keyboard		KBDNPG016AAUS
37	Altec Lansing speakers	82999	CHW0354885
38	Gateway P5-200	#00555	0007326190
39	Gateway MLX Mini desktop		0014312697
40	Gateway BATC P5166	#00953	5647171
41	Gateway BATC	#00828	0006557935
42	Mouse		
43	Syquest drives		
44	Gateway 15"	#00853	823776
45	XL printer T.I.	2385390062/#00321	850
46	Gateway monitor	TB 1834088186/#00527	1024 NI 15"
47	Gateway PC	0006557932	G6-180
48	Gateway PC	5647170	P5-166
49	Gateway PC	3134168	P5-75
50	3 broken keyboards		
51	Diskettes and old software		
52	Novell NOS software		
53	Alarm clock		
54	Parts/junk/cards		
55	Box of old cords		
56	T.I. printer	2385390062/#00321	850 XL
57	HP Fax	MYABB302T/#00378	700
58	Keyboard	N/A	
59	Mouse	N/A	
60	CPU Gateway 2000	0009167742/#00723	e-3110 P

EQUIPMENT		SERIAL / ID NUMBER	MODEL INFO.
61	1997 Crown Victoria	VIN#2FALP71WXVX16 3743	License #12032D Mileage: 89,740
62	1990 Ford Tiger Mower	BC56489/#193	
63	1992 GMC Truck	VIN#1GDJC34N6NE535 925/#00130	License #1044D Mileage: 82,678
64	HP Deskjet	SG79UQ40M	672C
65	cd Writer	Jp1wtacr4j	
66	Wordperfect software		
67	Office 95 & 97		
68	MSDOS		
69	Virus Scan		
70	Etherline net card		
71	Panasonic	#00614	
72	Novell netware		
73	Black bear permit track		
74	17" monitor ev 700	17004a906858	
75	Small speakers missing subwoofer		

PASSED ON THIS _____ day of _____, 200__.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: RESOLUTION - FITNESS EQUIPMENT
DATE: OCTOBER 14, 2002

INFORMATION/BACKGROUND

In this budget period, the city decided to purchase fitness equipment for the City of Gig Harbor's police department. Following preliminary product comparisons, it was determined that Body Master's Master Trainer II offers the best product and value. An inquiry to Body Master led us to their sole West Coast representative, FitWest, in Ventura, California. Subsequent research by staff confirmed that FitWest is the only west coast dealer of Body Master fitness equipment. FitWest was then contacted for a quote for the Master Trainer II (see attached).

FISCAL CONSIDERATION

The quote submitted by FitWest, including delivery and installation, is in the amount of \$9,209.75, plus W.S.S.T.

RECOMMENDATION

Move to adopt this resolution declaring FitWest as the sole source supplier of Body Master, Master Trainier II fitness equipment.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE PURCHASE OF FITNESS EQUIPMENT TO BE LIMITED TO A SOLE SOURCE, AND WAIVING COMPETITIVE NEGOTIATION REQUIREMENTS FOR SUCH PURCHASE.

WHEREAS, the City desires to purchase fitness equipment to be installed in the City of Gig Harbor police department fitness room; and

WHEREAS, City staff has confirmed that FitWest is the only supplier of the fitness equipment known as Body Master, Master Trainer II; and

WHEREAS, City staff has confirmed with FitWest that the estimated cost of the equipment will be \$9,209.75; and

WHEREAS, the City Council may waive the requirements of advertisement, proposal evaluation, and competitive negotiation of fitness equipment purchases pursuant to RCW 39.04.280 if the Council declares that the proposed purchase is clearly and legitimately limited to a single source or supply, and recites why this situation exists; NOW, THEREFORE,

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

Section 1. The City Council declares that the purchase of Body Master, Master Trainer II is clearly and legitimately limited to a single source or supply. Therefore, the City Council waives all competitive negotiation requirements for this sole source purchase.

RESOLVED this ___ day of ___ 2002.

APPROVED:

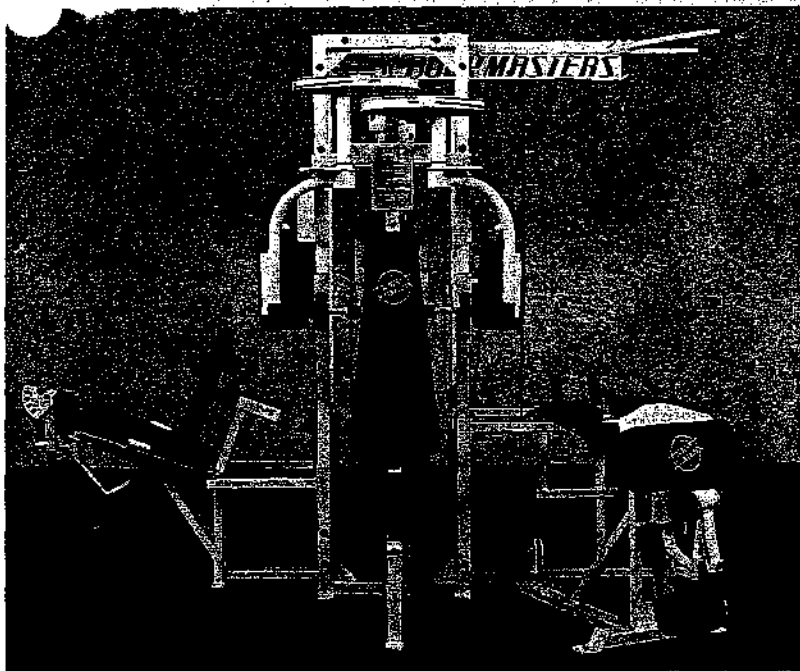
MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

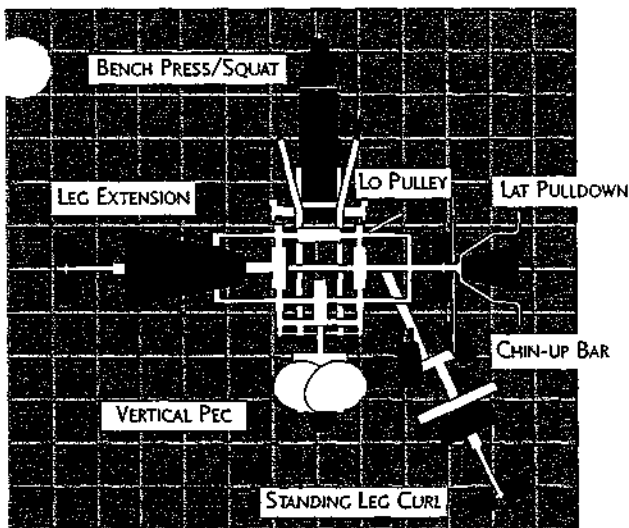
CITY CLERK, MOLLY TOWSLEE

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

Master Trainer II A



7 STATIONS WITH 4 WEIGHT STACKS, FULLY FLANGED



1. BENCH PRESS/SQUAT & CALF STATION

Standard and neutral position hand grips are provided for bench and shoulder presses. Contoured shoulder pads allow user to perform squats. Adjustable carriage for proper start position. B117 Multi-purpose Incline/Flat bench is included.

Wt Stack 300 lbs Carriage Wt 48 lbs/55 lbs

2. VERTICAL PEC

Adjustable movement arms allow user to set starting position every 10 degrees. Adjustable seat.

Wt Stack 150 lbs Carriage Wt 3 lbs

3. LAT PULLDOWN

Adaptable to a variety of exercises for back muscles. Features adjustable roller pads that secure hips while performing exercise.

Wt Stack 275 lbs Carriage Wt 3 lbs

4. LO PULLEY

Versatile station allows the user to perform bicep curls, abdominal cable crunches, low rows, and other exercises.

Wt Stack 150 lbs Carriage Wt 8 lbs

5. STANDING LEG CURL

Provides unilateral isolation of the hamstrings from a standing position. Adjustable roller pad and thigh cushion allows proper fit for correct performance of the exercise. Axis alignment for proper body positioning. Gas spring assist on thigh cushion.

Wt Stack 150 lbs Carriage Wt 10 lbs

6. LEG EXTENSION

Center driven lever arm, adjustable roller pads and adjustable seat back assure proper knee alignment with axis of rotation. Axis alignment for proper body positioning.

Wt Stack 150 lbs Carriage Wt 10 lbs

7. CHIN-UP BAR

Standard position hand grips for the chinning movement.

SPECIFICATIONS

L128" W112" H88" Total Wt 1575 lbs



'THE MARITIME CITY'

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: AUGUST INFORMATION FROM PD
DATE: OCTOBER 7, 2002

The August activity statistics are attached for your review.

The Marine Services Unit worked 80 hours in August. This was divided between patrol time (78 hours) and administrative time (2 hours). The patrol time included 9 dispatched calls, 13 marine courtesy inspections, 3 boater assists, 1 search & rescue call and responding to 4 boating complaints. The vessel that was impounded cleared the auction without receiving any bids. However, a buyer did purchase the vessel following the auction. The vessel has been removed from city property.

The bicycle patrol was used for 8.5 hours in August.

The reserves contributed 87.5 hours to the department in August. This was primarily patrol time but also included court transports and some training.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

Aug 2002

	<u>Aug</u> <u>2002</u>	<u>YTD</u> <u>2002</u>	<u>YTD</u> <u>2001</u>	<u>% chg</u>
CALLS FOR SERVICE	527	3843	3724	3%
SECONDARY OFFICER ASSIST	61	530	---	N/A
CRIMINAL TRAFFIC	5	89	190	-53%
TRAFFIC INFRACTIONS	53	515	458	12%
DUI ARRESTS	1	44	72	-39%
FELONY ARRESTS	4	59	38	55%
WARRANT ARRESTS	9	56	41	37%
MISDEMEANOR ARRESTS	5	103	140	-26%
CASE REPORTS	95	796	884	-10%
REPORTABLE VEHICLE ACCIDENTS	13	124	193	-36%