Gig Harbor City Council Meeting



August 9, 1999

SPECIAL PRESENTATION: SR-16/Narrows Bridge Presentation - WSDOT and United Infrastructure. 6:00 p.m. before the regularly scheduled meeting. Meeting to be held in the auditorium of the Nazarene Church - 7400 Pioneer Way.

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING August 9, 1999

CALL TO ORDER:

CONSENT AGENDA:

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

- 1. Approval of the Minutes of the July 26, 1999, City Council Meeting.
- 2. Correspondence / Proclamations:
 - a. Association of Washington Cities Service Fee.
 - b. Safe Streets Campaign.
- 3. Approval of Payment of Bills for August 9, 1999:

Checks #23056 through #23142 in the amount of \$81,937.39.

4. Approval of Payroll for the month of July:

Checks #18509 through #18666 in the amount of \$302,610.66.

- 5. Special Occasion Liquor License: St. Nicholas Church.
- 6. Liquor License Renewals: Bartell Drug Company #39 The Gig Harbor Yacht Club
- 7. Rosedale Street Improvement Change Order No. 1.

OLD BUSINESS:

1. Second Reading of Ordinance - Donation from Northwest Snowboards.

NEW BUSINESS:

- 1. Laptop Computer Bid Acceptance.
- 2. First Reading of Ordinance Six Year Transportation Improvement Program, 2000-2005.
- 3. Shorecrest Community Sewer System Easement Quit Claim Deed.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

Wes Hill, Public Works Director - Waterline Extension - Northarbor Business Park.

ANNOUNCEMENT OF OTHER MEETINGS:

- 1. Council Retreat Tuesday, August 22nd at Murphy's Landing, 8:00 am 5:00 pm.
- 2. Public Hearing on Impact Fees Regular Council Meeting of September 27, 1999.

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

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JULY 26, 1999

PRESENT: Councilmembers Ekberg, Owel, Dick, Picinich, Markovich and Mayor Wilbert. Councilmembers Young and Platt were absent.

CALL TO ORDER: 7:01 p.m.

CONSENT AGENDA:

4.

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

- 1. Approval of the Minutes of the July 12, 1999, City Council Meeting.
- 2. Correspondence / Proclamations:
 - a. WSDOT Response to Resolution No. 533 Potential Tolls.
 - b. Pierce County Resolution Block Grant Consortium.
 - c. Pierce County Public Works KGI Watershed Action Plan.
- 3. Approval of Payment of Bills for July 28, 1999:

Checks #22973 through #23055 in the amount of \$158,481.66.

Liquor License Renewals: Flowers on the Bay Emerald Star Chinese Restaurant Hunan Garden Restaurant Shorline Steak and Seafood Grill The Keeping Room Candles & Wine

Pinocchio Seafood & Chowder House Harbor Rock Café Kinza Teriyaki Sprio's Bella Notte' Pizza & Pasta

5. Liquor License Assumptions - Round Table Pizza.

Mayor Wilbert gave an overview of the correspondence items.

MOTION: Move to approve the consent agenda as presented. Owel/Dick - unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

 First Reading of Ordinance - Donation from Northwest Snowboards. Dave Rodenbach introduced this ordinance accepting a donation of \$773.45 to go toward the construction of a skateboard park. Mayor Wilbert introduced Jake Cantrell, the senior from Gig Harbor High School who raised the funds. Jake gave an overview of his senior project, which was to perform a community service. For his project, he organized a music concert with the assistance of his friends and family, Northwest Snowboards and American Music. The event was advertised as a fundraiser for the future skateboard park. Mayor Wilbert thanked Jake and the others, and added that construction on the park was scheduled to begin in September. This ordinance will return for a second reading at the next meeting.

- 2. <u>Appointment to Planning Commission</u>. Mayor Wilbert introduced Carol Ann Ketchledge as the person she recommended to fill the vacant position on the Planning Commission. She invited Ms. Ketchledge to address the Council and explain her interest in the position. Ms. Ketchledge explained that she was the current President of the Peninsula Art League, and had moved here three years ago from Hawaii, where she was very active in her community. She spoke of her interest in serving this beautiful community as a member of the Commission. She gave a report on the success of the recent Art Festival. Mayor Wilbert explained that she had received only two applications for the position, and offered Councilmembers the opportunity to review the other application.
 - MOTION: Move to approve the appointment of Carol Ann Ketchledge to a six-year term on the Gig Harbor Planning Commission. Picinich/Owel - unanimously approved.

PUBLIC COMMENT:

<u>Wade Perrow - 9119 North Harborview Drive</u>. Mr. Perrow gave a history of the efforts to extend a waterline from the city's line to the Women's Correction Center, under Highway 16, and down Burnham Drive to serve the Northharbor Business Park, as well as other properties along Burnham Drive. He said that this was a four-year effort that began with the idea of including the Gig Harbor North landowners in the effort to fund the line. With the current formation of a separate LID for improvements to serve the Gig Harbor North area, funding for this line had become an issue. He asked for Council guidance on how to proceed to complete the project. Councilmember Ekberg suggested that Staff bring this issue forward as a future agenda item to address the options.

COUNCIL COMMENTS: None.

STAFF REPORTS:

- 1. <u>Dave Rodenbach, Finance Director Quarterly Report</u>. Dave explained that there were no surprises in the quarterly report and offered to answer questions.
- 2. <u>Chief Mitch Barker GHPD June Statistics</u>. No verbal report given.

ANNOUNCEMENT OF OTHER MEETINGS:

- 1. Council Retreat Tuesday, August 24th at Murphy's Landing, 8:00 a.m. 5:00 p.m.
- 2. Presentation by WSDOT and United Infrastructure 6:00 p.m. at the Nazarene Church preceding the regular City Council Meeting of August 9, 1999.
- 3. Public Hearing on Impact Fees Regular Council Meeting of September 27, 1999.

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

- MOTION: Move to adjourn to executive session at 7:45 p.m. for approximately ten minutes. Picinich/Owel - unanimously approved.
- MOTION: Move to return to regular session at 7:55 p.m. Owel/Dick - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:54 p.m. Owel/Picinich – unanimously approved.

> Cassette recorder utilized. Tape 536 Side B 221 - end. Tape 537 Side A 000 -334.

Mayor

City Clerk



RECEIVED

AUG 2 - 1999 1076 Franklin St. SE Olympia, WA 98501-1346 (360) 753-4137, FAX 753-4896 CITY OF GIG HANDUR

July 31, 1999

Gretchen Wilbert Mayor City of Gig Harbor 3105 Judson St Gig Harbor, WA, 98335

Dear Mà

The AWC Board will meet August 11-13 to review city trends and shape Association activities in order to provide you the quality services and programs you need. The roles of cities and towns is constantly changing. We want to ensure your Association keeps pace. In furtherance of this goal, the Board would like to hear from you regarding the need for additional or revised services. Long term solutions for the next 10 years or short term suggestions are welcomed as we prepare the 2000 budget. Please contact me if you have any suggestions.

To assist you with your budgeting process, we have calculated your 2000 AWC service fee. Your fee is \$3,038.53 based upon the Office of Financial Management's recent population figure of 6,405. Please contact us if you have questions or concerns on this population number. This is not an invoice, simply a notice. We will send you an invoice in December.

Finally, a quick thanks for the assistance the Association has received over the past year. The success of the Association directly reflects the commitment of city officials. Countless hours are donated to the Association each year through service on AWC committees, responding to our requests for information, and making key telephone calls or visits to legislators. We sincerely appreciate all of these efforts.

Please feel free to contact me or Jim Justin at (360) 753-4137 or toll-free (800) 562-8981 if you have any questions on your service fee. Again, we would appreciate any suggestions you have for new AWC services.

Sincerely,

Stan Finkelstein AWC Executive Director

KW/SF/klw

cc: Mark Hoppen, City Administrator

KLW:s:\pdoxwin\servfee\annonc00.rsl

Cooperation for Better Communities

Safe Streets Campaign 1501 Pacific Avenue - Suite 305 Tacoma, Washington 98402-4420 (253) 272-6824 Fax: (253) 272-9586 e-mail: campaign@harbornet.com website: http://www.safest.org

F E ST

Priscilla Lisicich, Ph.D. Executive Director

RECEIVED

AUG 2 - 1999

CITY OF GIG MANOUH

July 29, 1999

Mayor Gretchen Wilbert 3105 Judson Street Gig Harbor, WA 98335

Dear Mayor Wilbert,

Are you concerned about community safety, youth development and finding ways to enhance positive alternatives for youth and families in Gig Harbor and Key Peninsula? We at the Safe Streets Campaign are concerned about these issues. The philosophy of Safe Streets Campaign is citizen empowerment. It is in this spirit of empowerment that I ask you to join us to enhance and augment the current efforts to reduce and prevent substance abuse and drug trafficking and associated violence. We know there are several fine initiatives and programs underway in Gig Harbor and Key Peninsula.

I am inviting you along with other key community leaders to attend an initial organizing meeting to discuss how we can launch and guide an effective community mobilization effort against drugs and associated violence, which will lead to citizen-led initiatives that support healthy families, positive opportunities for youth development and safe communities.

The Gig Harbor Branch of Columbia Bank has offered to sponsor this first session. The session will be held on Monday, August 9th at 8:30 a.m. at:

> The Inn of Gig Harbor 3211 56th St. NW Gig Harbor, WA 98335

We sincerely hope you are able to join us. If for some reason you are unable to attend, we hope you can send your representative.

Sincerely,

risulle Gisicich

Priscilla Lisicich, Ph.D.

dt's so exciting to take next Dep with you!

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

JUL 2 6 1999

TO: MAYOR OF GIG HARBOR

July 22, 1999 CITY OF Glu Danburg

SPECIAL OCCASION # 360342

ST. NICHOLAS - OUR LADY OF GOOD COUNSEL GUILD 3510 ROSEDALE ST GIG HARBOR, WA 98335

DATE: SEPTEMBER 19, 1999 TIME: 3PM TO 7:30PM

PLACE: ST. NICHOLAS CHURCH (PARISH HALL) - 3510 ROSEDALE, GIG HARBOR

CONTACT: MARY CARLSON - 253-858-7950

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 1	<u></u> 0
HEALTH & SANITATION		YES 1	NO
FIRE, BUILDING, ZONING	· · · · · · · · · · · · · · · · · · ·	YES N	NO
OTHER:	· · · · · · · · · · · · · · · · · · ·	YES 1	10

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



WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 8/03/99

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR (by ZIP CODE) FOR EXPIRATION DATE OF 19991031

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	THE BARTELL DRUG COMPANY	BARTELL DRUG COMPANY #39 5500 Olympic Dr GIG Harbor & WA 98335 0000	077055	GROCERY STORE - BEER/WINE
2	THE GIG HARBOR YACHT CLUB	THE CIG HARBOR YACHT CLUB 8209 STINSON AVE CIG HARBOR WA 98335 0000	077100	PRIVATE CLUB - SPIRITS/BEER/WINE

RECEIVED

AUG 5 - 1999

GITY OF GIG HANBUH

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on OCTOBER 31, 1999. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

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

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

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

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and OCTOBER 31, 1999, your office will be notified on an individual case basis.

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

LESTER C. DALRYMPLE, Supervisor License Division Enclosures

RECEIVED

AUG 5 - 1999

CITY OF GIG DADOUR

MAYOR OF GIG HARBOR 3105 JUDSON ST GIG HARBOR

WA 983350000



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

TO:MAYOR WILBERT AND CITY COUNCIL MEMBERSFROM:WES HILL, P.E., PUBLIC WORKS DIRECTORSUBJECT:ROSEDALE STREET IMPROVEMENT PROJECT (F.A. PROJECT NO.
STP US-TA96(235), CONTRACT NO. TA-0851, CSP 9800) - CHANGE
ORDER NO. 1DATE:AUGUST 4, 1999

INTRODUCTION/BACKGROUND

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

Contract award was made possible by the City's successful completion of a federal and state agency review and approval process of a biological assessment for the Rosedale Street Improvement Project. The biological assessment was necessary due to the listing on March 16, 1999 of the Puget Sound Chinook salmon as a threatened species under the Endangered Species Act (ESA). A biological assessment is presently required for any federally funded (or permitted) projects. The biological assessment determined that the project would have "no effects" on threatened or endangered species in the area. As mitigation for any potential impacts, the biological assessment proposed the addition of two oil/water separators for stormwater runoff from the project corridor.

Council approval is requested to execute Change Order No. 1 to replace two standard catch basins with two catch basins with oil/water separators.

POLICY/FISCAL CONSIDERATIONS

The change order is necessary to fulfill the commitment in the biological assessment that was reviewed and approved by federal and state agencies. Substitution of the oil/water separators for the standard catch basins will increase the contract amount by \$7,960. Sufficient funds are available.

RECOMMENDATION

I recommend Council authorize execution of Change Order No. 1 for the Rosedale Street Improvement Project (F.A. No. STP US-TA96(235), Contract No. TA-0851, CSP 9800) in the amount of seven thousand nine hundred sixty dollars (\$7,960).



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL FROM: DAVID RODENBACH DATE: JULY 15, 1999 SUBJECT: SECOND READING - ORDINANCE ACCEPTING A DONATION FROM NORTHWEST SNOWBOARDS, INC. FOR THE SKATEBOARD PARK

BACKGROUND

Northwest snowboards, Inc. has donated \$773.45 to the City. In order to accept a donation, the City must pass an ordinance accepting the donation and terms and conditions. This ordinance accepts the donation and accompanying terms. The only term is that a sign thanking American Music and Northwest Snowboards, Inc. be placed at the skatepark entrance.

The donation has been receipted and placed in the General Fund.

RECOMMENDATION

Staff recommends adoption of the ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF SEVEN HUNDRED SEVENTY THREE DOLLARS AND FORTY-FIVE CENTS (\$773.45) FROM NORTHWEST SNOWBOARDS, INC. AS A CONTRIBUTION FOR THE CONSTRUCTION OF THE SKATEBOARD PARK

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a check in the amount of Seven Hundred Seventy

Three Dollars and Forty-five Cents (\$773.45) from Northwest Snowboards, Inc., to be used for the purpose of assisting with the construction costs of a skateboard park; now, therefore,

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

Section 1. Acceptance of Donation. The City Council hereby accepts the Seven Hundred Seventy Three Dollars and Forty-five Cents (\$773.45) donation from Northwest Snowboards, Inc.

Section 2. Finance Director to Receipt Funds. The Finance Director shall deposit the donation in the City's General Fund, and shall earmark the funds to be used for the purposes described in this ordinance.

<u>Section 4.</u> Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

ATTEST/AUTHENTICATED:

MAYOR, GRETCHEN A. WILBERT

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY:

BY_____

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

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

On______, _____the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF SEVEN HUNDRED SEVENTY THREE DOLLARS AND FORTY-FIVE CENTS (\$773.45) FROM NORTHWEST SNOWBOARDS, INC. AS A CONTRIBUTION FOR THE CONSTRUCTION OF THE SKATEBOARD PARK

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

DATED this _____ day of ______, 1999.

MOLLY TOWSLEE, CITY CLERK



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

TO:MAYOR WILBERT AND CITY COUNCILFROM:MITCH BARKER ////SUBJECT:LAPTOP COMPUTER BID ACCEPTANCEDATE:AUGUST 3, 1999

INFORMATION/BACKGROUND

The police department anticipated adding in-car computer capabilities for 1999 and budgeted \$27,743 for the computers and associated equipment. Earlier this year we applied for, and received, a grant in the amount of \$9,069.59 toward the purchase of the computers. This significantly defrays the overall cost of the computer system.

We issued a request for bids to supply the computers and associated equipment. Two vendors, Right! Systems, Inc. and Datec, Inc. responded to this request. The initial apparent low bidder, Right! Systems, Inc. neglected to include sales tax in their bid response. When notified of this oversight, they withdrew their bid. This left us with only one responsible vendor submitting a bid for this equipment.

FISCAL IMPACTS

Datec, Inc. has submitted the only acceptable bid to supply four laptop computers, and associated equipment, for the total amount of \$ 28,258.05. The grant amount of \$ 9, 069.59, plus any accrued interest, would be applied to this purchase leaving approximately \$ 19,188 to come from the general fund.

RECOMMENDATION

I am recommending that Council authorize the police department to purchase the four lap top computers, and associated equipment, from Datec, Inc., in an amount not to exceed \$28,258.05.

BID ITEM	DATEC	RIGHTSYSTEMS
Laptop	\$4,322.05	\$3,835.77
64 Ram Simm	\$384.81	\$146.00
AirCard	\$596.21	Unable to supply
Keyboard	\$320.37	\$299.99
Mount (for cars)	\$136.00	\$97.46
Quad Mount (optional)	\$112.00	Not included
Docking Station	\$597.30	\$569.95
Windows 98	\$219.37	\$90.47
MS Office	\$276.93	\$428.11
Service Package	\$54.30	No Charge
	\$7,019.34	\$5,467.75

These bids are to place systems in the Crown Victoria Police Cars. There will be an additional \$49 for the pole mount extension for the Expedition.

RECEIVED

JUL 2 3 1999

11:00

TECHNICAL SPECIFICATIONS

CITY OF GIG RANDOH

The following schedule is a list of the City's minimum configurations for the new laptops as well as the type of software it would be expected to run. All bids must be able to meet these standard requirements.

Laptop Type	Panasonic CF27
CPU :	Pentium 266 MIMIX
Hard Drive	4 GB
RAM	32 MB
Disk Drive	3.5"
LCD Screen	12.1 Active color tft
Resolution	800 x 600
Software	MS Windows 98
Price Per Unit (to be provided by vendor)	Part# CF-27RJ48AAM \$4,332.25

Options	32 RAM SIMM upgrade for 64 total	64 RAM SIMM upgrade for 96 total	Backlit keyboard
Price Per Unit	Part #CF-BA6132	Part # CF-BA6164.	CF-WMKB271
(to be provided by vendor)	\$210 50	\$384 81	\$320 ³⁷

CDPD	Sierra Wireless AirCard
Price Per Unit	Part # 1100054
(to be provided by vendor)	AirCard 300 \$596 ²¹

Vehicle Mounts/Docking Stations	Gamber Johnson Mount	Kodiak Docking Station
Price Per Unit (to be provided by vendor)	See Attachment	Part #KDCF-27 \$\$59739

Software	MS Windows 98		MS Office Professional
Price Per Unit (to be provided by vendor)	Part # 730-00001 \$219 37	Part# Coy-00005 \$276 93	

Service Package	For CF 27 Laptops
Price Per Unit (to be provided by vendor)	<i>\$5</i> 4 ³ <i>9</i>

All bid prices shall include all applicable taxes and other charges inclusive.



Your Technology Solutions Provider

HEADQUARTERS 364 Upland Drive, Seattle, Washington 98188 (206) 575-1470 FAX (206) 575-1475 BRANCH OFFICE 7927 S.W. Cirrus Drive, Beaverton, Oregon 97008 (503) 641-6644 FAX (503) 641-6462

Tuesday, July 20, 1999

Mitch Barker Gig Harbor Police Department 3105 Judson St. Gig Harbor, WA 98335

Dear Mitch:

In regards to your request for a mounting system you will need two different styles. The Ford Expedition requires a different base plate as well as a longer DS-POLE, from that of the Crown Vic.

QTY	ITEM	PRICE	<u>EXTENDED</u>
Ford Expedition			
1	Baseplate Assembly part # MCS-FS97-3L	\$115	\$115
1 1	9" DS-POLE Quadmotion TS3	\$60 \$112	\$60 \$112
Ford Crown Vic			
3	Baseplate Assembly part # MCS-CCV-3L	\$76	\$228
3 3	5" DS-POLE Quadmotion TS3	\$60 \$112	\$180 \$336
		Subtotal: Shipping: Tax:	\$1,031 \$12 \$89.69
		TOTAL:	<u>\$1,132.69</u>

* Datec will take back any manufatures defect within 30-days from arrival date. Datec will also assist in the process of sending any defective piece of hardware back to the manufacture.

Sincerely,

Martin

Jeff Martin Government Account Executive



Panasonic

Own the road

July 21, 1999

To Whom It May Concern,

This letter is to confirm that Datec Inc. of Tukwila, WA., is an authorized Panasonic laptop reseller. Panasonic offers a three year manufacturer's warranty on all Panasonic laptops. This warranty is available to the Panasonic customer, directly from Panasonic even though the laptops are purchased through an authorized reseller.

Regards, lines.

Lisa Rhodes District Sales Manager Panasonic Personal Computer Co.

Mission Control MCS 3-Piece Bases

3-Piece Base for Chevrolet Caprice (1990-1995) Ford Crown Vic (1991-newer)

Legs can be removed and replaced to fit a variety of vehicles and placement options.
No Holes Bored Design.
Order number MCS-CCV3S includes a short MCS Top Plate (22.5").
Order number MCS-CCV3L includes a long MCS Top Plate (28.5").
Made of 7-gauge steel that assures rugged support.

3-Piece Base for

Weight: 12.1 lbs.

Ford Explorer (1993-newer) Ford Ranger (1993-newer) Legs can be removed and replaced to fit a variety of vehicles and placement options. No Holes Bored Design. Order number MCS-EXPLR-3S includes a short MCS Top Plate (22.5"). Order number MCS-EXPLR-3L includes a long MCS Top Plate (28.5"). Made of 7-gauge steel that assures rugged support. Weight: 12.1 lbs.

3-Piece Base for Ford F-150 (1997-newer) Ford F-250, light duty (1997-newer) Ford Expedition (1997-newer) Legs can be removed and replaced to fit a variety of vehicles and placement options. No Holes Bored Design. Order number MCS-FS97-3S includes a short MCS Top Plate (22.5"). Order number MCS-FS97-3L includes a long MCS Top Plate (28.5"). Made of 7-gauge steel that assures rugged support. Weight: 18.4 lbs.

3-Piece Base for Chevrolet Lumina (1991-newer)

Legs can be removed and replaced to fit a variety of vehicles and placement options. No Holes Bored Design. Long MCS Top Plate not available with this base. Made of 7-gauge steel that assures rugged support. Weight: 11.5 lbs.





MCS-CCV-3L

Order No.

MCS-EXPLR-3S MCS-EXPLR-3L



Order No. MCS-FS97-3S MCS-FS97-3L



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Poles Pole Assemblies

Air Bag Friendly* Conversion Bracket

*IMPORTANT! Air Bag Friendly only if entire mounting system is installed properly according to installation instructions. Lowers equipment to keep it out of the air bag deployment

zone.

Designed to attach to any DS Series vehicle base (except DS-50, DS-52, DS-53, DS-56, DS-57, and DS-61). All necessary hardware included.

Measures 1 1/2" tall. Weight: .8 lbs.



The NotePad or any DS Series mount head can be mounted on top.

Height, measured by the base of pole to the top, can be adjusted from 6.13" to 7.38".

Designed to attach to any DS Series vehicle base (except DS-50, DS-52, DS-53, DS-56, DS-57, and DS-61).

Made of 7-gauge steel that assures rugged support.

Weight: 3 lbs.

9" DS Series Pole Assembly

The NotePad or any DS Series mount head can be mounted on top.

Height, measured from the base of the pole to the top, can be adjusted from 9.25" to 14".

Designed to attach to any DS Series vehicle base (except DS-50, DS-52, DS-53, DS-56, DS-57, and DS-61).

Made of 7-gauge steel that assures rugged support.

Weight: 4.3 lbs.



Order No. ABF-KIT



5" DS-POLE



DS-POLE



Motion Attachments

DS Swivel Extension

Back end attaches to any DS Series base, while the front end attaches to a DS-CLEVIS or a CLEVIS 0-90 to reposition the communications equipment in the most convenient location. Rotates 60° left and 60° right. Extends to 9.44" and retracts to 7.44"

Order No. DS-EXT

SlideSwivel Assembly Attachment

Attaches to the MO-1000, MCS-POLE and either MCS Top Plate. Slides a full 4" back and forth and swivels 60° right and left. May also be used with any DS Series pole only when used in conjunction with the DS-SLDSWVL-KIT (below).



SLIDESWIVEL

Weight: 4.9 lbs.

Weight: 2.4 lbs.

SlideSwivel Assembly Adapter Kit

Needed *only* when mounting the SLIDESWIVEL (above) on any DS Series pole, by providing the clearance necessary for use. All necessary hardware included.

Weight: .3 lbs.

Four Motion Attachment

Allows you to swivel, slide, swivel again and tilt your computer when it is mounted in a vehicle, thereby providing you with a maximum range of options.

Swivels 60° right and left on two different joints to allow comfortable use for the passenger as well as the driver.

Slides a full 4" back and forth as well as tilts 30° forward and backward.

Can be mounted to the MO-1000, MCS-POLE or any DS Series base and can be attached to the NotePad or any other mount head.

Weight: 4.5 lbs.

Order No.

QUAD-MOTION TS3

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Order No. DS-SLDSWVL-KIT



GAMBER-JOHNSON NO-NONSENSE LIMITED WARRANTY

Gamber-Johnson warrants to every user of any Gamber-Johnson product that it will perform to its specified ratings and will be free from defects in materials and workmanship.

Your remedies for the failure of any Gamber-Johnson product to perform to its specified ratings or for a defect in materials or workmanship are limited to repair or replacement of any non-conforming product. Gamber-Johnson will repair or replace, without charge, any Gamber-Johnson product that does not conform to its warranty only if you give us notice of a failure of our product to perform to the specified ratings or of a defect in material or workmanship within three (3) years of the date of purchase. Any failure of any Gamber-Johnson product that is due to damage or misuse, such as excessive force, improper installation, or application of power in excess of specified ratings is not covered by this warranty.

Also, Gamber-Johnson will not be responsible for any incidental or consequential damages due to failure of a Gamber-Johnson product. Incidental and consequential damages are excluded from this warranty. In some states in the U.S., exclusion or limitation of incident or consequential damages is not allowed, so this exclusion may not apply to you.

There are no warranties, express or implied, which extend beyond the description of the warranties on the face hereof including all implied warranties for fitness or merchantability.

GAMBER-JOHNSON CLAIMS INSTRUCTIONS

In order to return a product under the Gamber-Johnson No-Nonsense Limited Warranty, contact Gamber-Johnson at 1-800-456-6868 or call the distributor from whom you purchased the product. Gamber-Johnson will issue a Return Materials Authorization (RMA) number and arrange for pick-up of the product(s). The Receiving department cannot accept returns without a RMA number. Please package the product with a note detailing the failure and indicate where and when the unit was purchased. Be sure to include your full name, address and phone number. A replacement product will be sent when the RMA number is issued.

Product outside the Gamber-Johnson No-Nonsense Limited Warranty may be returned for repair by making arrangements with the Customer Service Department. There may be a charge associated with such repairs.

IMPORTANT: The Gamber-Johnson No-Nonsense Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state.



March 22, 1999

To Whom It May Concern:

This letter is to verify that Datec is an authorized reseller for Kodiak Mfg. Inc. products. Kodiak Mobile will pass manufacturers warranty to end-user.

If you have any questions please call Kodiak Sales Inc.

Thank you,

Soul Dane: Kodiak Sales Inc. President

Kodiak Sales, Inc.

P.O. Box 6158 • Chandler, AZ USA 85246-6158 • 877-9 KODIAK, 602.857.2007, 602.857.6540 Fax Internet: http://www.kodiaksales.com • e-mail: info@kodiaksales.com p.1



March 22, 1999

To whom it may concern,

Datec is an authorized reseller of Sierra Wireless products. The warranty for Sierra Wireless products is always passed through to the end customer.

Please call me if you have any questions

Sincerely,

Bill Stannarel PER EMAIL

Bill Stannard Regional Sales Manager Sierra Wireless Inc. (604) 231-1159

YEAR 2000 COMPLIANCE OF SIERRA WIRELESS PRODUCTS

Summary

There is a legitimate concern in the information technology industry that certain software will encounter difficulties in correctly interpreting data that includes dates beyond December 31, 1999. This concern is commonly referred to as the "Year 2000 problem".

Sierra Wireless products (including PC resident software and embedded firmware) do not use date functions, and therefore will not, of themselves, encounter the Year 2000 problem. Since Sierra Wireless products are normally used as part of a communication system, which may include third party applications or devices, Sierra Wireless can offer no assurance regarding the performance of such a total system.

Embedded Firmware

Sierra Wireless software falls into two categories: software running inside Sierra Wireless' modems ("firmware") and PC resident software (e.g. Watcher, Wireless Expert). The firmware makes no use of any date functions, and is therefore not affected by the Year 2000 problem.

PC Resident Software (e.g. "Watcher", "Wireless Expert")

The PC resident software itself makes no use of any date functions, and therefore has no Year 2000 issues. It is designed to work in various Windows environments, and if these environments suffer Year 2000 problems in their basic operation, such problems may affect Sierra Wireless programs. However, Sierra Wireless has monitored the advisory notices from Microsoft and has followed their guidelines to avoid known Year 2000 problems.

Warranty

The above statements represent Sierra Wireless' beliefs based on careful review of its own code. They do not constitute any additional warranty over that provided in Sierra Wireless' standard terms of conditions of sale, or any special terms and conditions of sale as have been negotiated with the customer.

CITY OF GIG HARBOR PROPOSAL SHEET SPECIFICATION NO. 99-55

Section II - Warranty

Attach manufacturer's assurance of warranty provisions as outlined in bid specifications.

Section III - Service

Provide a detailed summary description of services which would be provided to the City of Gig Harbor under this contract.

Upon bid award Datec will provide the following services:

. All pickup, shipping, and warranty administration services

in regards to Panasonic Heartland Depot repair.

. True and seamless "Single Vendor" interface for all sales,

administration and repair.

The undersigned Agent or Principal hereby agrees to and is bound by the above offer.

Firm:

DATEC	INC.
	- T F I C - 6

Typed Name: David Almonte	Title: Title:	
Signed	Title: Pacs. news	
Signed C	Hule////////////////////////////////	<u> </u>

BID PROPOSAL For Laptop Computers and Associated System Equipment

July <u>33</u>, 1999

Honorable Mayor and City Council City of Gig Harbor 3105 Judson Street Gig Harbor, Washington 98335

This certifies that the undersigned: has carefully examined the specifications entitled "Laptop Computers and Associated System Equipment" governing work for furnishing four laptop computers, software, and associated equipment to the City; and thoroughly understands and is satisfied regarding the conditions to be encountered, the nature and extent of the work, and the method by which payment will be made for said work. If the Undersigned is notified of the City's acceptance of this bid proposal within ten (10) calendar days after the date set for bid opening, the Undersigned agrees to furnish the laptop computer system in accordance with the specifications.

The Undersigned further agrees to accept as payment for furnishing said laptop computer system the amount of the bid proposal below. This bid proposal is submitted with the specific understanding that: the bid proposal amount includes all costs for labor, materials, tools, equipment, overhead, profit, and all applicable taxes; and payment will be based upon satisfactory delivery of the laptop computer system in accordance with the specifications.

(See following pages:)

LAPTOP COMPUTER and ASSOCIATED EQUIPMENT SPECIFICATIONS

1.0 GENERAL SPECIFICATIONS

The laptop computers, software, and associated equipment as specified herein, shall be furnished by the Vendor to the City of Gig Harbor (City) and shall be:

4 Panasonic CF27 laptop computers complying, at a minimum, with the technical specifications as set forth in Exhibit A
4 Gamber Johnson Vehicle Mount
4 Kodiak Docking stations for the Panasonic CF27 laptop
4 Sierra Wireless AirCards
4 Backlit keyboard option for the Panasonic CF27 laptop (option)
MS Windows 98
MS Office
MS Office Professional
Service package for the Panasonic CF27 laptop

or City reviewed equal. Any use of brand names in this specification is to establish minimum specifications and quality. If the bidder proposes another product to meet these specifications, the substitution must be identified in writing on the bid form. The City of Gig Harbor reserves the right to make final approval of any alternative product. If the alternative is not acceptable to the City, the brand name product listed in the specification shall be used.

The laptop computers, software, and associated equipment, including all materials shall conform to the specifications herein, including any deviations identified in the Vendor's bid proposal. All Materials, equipment and components to be fabricated, installed and furnished under these specifications shall be new and unused. Whether specifically mentioned, all elements of the laptop computer system as furnished to the City of Gig Harbor shall, at a minimum, conform in design, strength, and quality of materials and workmanship to the highest commercial standards. To: City of Gig Harbor Attn: Molly

Due to an inaccurate bid, which did not include tax in the pricing, Right! Systems Inc. is forced to withdraw from the City of Gig Harbor's Panasonic Notebook bid. I apologize for any inconvenience and I hope that Right! Systems Inc. will be included in future bids from the city. If you have any questions, please feel free to call or Email. Thank you.

Sincerely,

Tony M Matlick Inside Sales Support Specialist <u>tmatlick@rightsys.com</u> 800-571-1717

RECEIVED

JUL 2 3 1999

CITY OF GIG HARBOR

CITY OF GIG HARBON

Laptop Computers and Associated System Equipment

3:31

INVITATION TO BID

The City of Gig Harbor (City) requests bids for furnishing four in-vehicle Laptop Computers, and associated system software and related equipment. Please submit bid proposals, on the attached forms, with manufacturer's specifications to:

Laptop Computer Bid Proposal C/o City Clerk 3105 Judson Street Gig Harbor, WA 98335 (253) 851-8136

Facsimile bid proposals will not be accepted.

Sealed bids must be received no later than 4:00 p.m., Friday, July 23, 1999 at the City Hall counter, 3105 Judson Street, Gig Harbor, Washington, and will then and there be publicly read aloud.

The following are the general conditions for furnishing the laptop computer system, as more completely described in the "Laptop Computer System and Associated Equipment Specification" ("Specifications") Section hereunder:

1. The laptop computers and associated equipment shall be new, in unused condition and be as described, or City reviewed equal, as set forth in Exhibit A, "Laptop Computer and Associated Equipment Specifications".

4 Panasonic CF27 laptop computers
4 Gamber Johnson Vehicle Mount
4 Kodiak Docking stations for the Panasonic CF27 laptop
4 Sierra Wireless AirCard
4 Backlit keyboard option for the Panasonic CF27 laptop (option)
MS Windows 98
MS Office
MS Office Professional
Service package for the Panasonic CF27 laptop

2. The successful bidder (Vendor) shall submit a confirmation order for the City's review within ten (10) calendar days after the City notifies the Vendor of the bid award. The confirmation order shall identify (highlight) and detail the features included in the proposed bid.

3. The Vendor shall deliver, at its own cost, the specified laptop computer system and all components to the Gig Harbor City Hall (at the address listed on page 1 of this Invitation to Bid), within 20 days after the Vendor receives written notification of the City's bid award to the Vendor.

4. The City will make payment in accordance with the bid award amount within 30 calendar days after the latest of the following events: (1) satisfactory delivery of the laptop computer system to the Gig Harbor City Hall; (2) written confirmation by the City to the Vendor that the laptop computer system conforms with the bid proposal as awarded; and (3) receipt by the City of the appropriate invoice from the Vendor.

5. YEAR 2000 COMPLIANCE - FOR COMPUTER AND SOFTWARE RELATED ITEMS:

Commercial Supply Products Warranty

The Vendor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including but not limited to, reading, presenting, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Vendor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the city for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Vendor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the City under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Vendor in writing within ninety (90) days after such discovery by the city. Nothing in this warranty shall be construed to limit any rights or remedies the City may otherwise have under this contract with respect to defects. The Vendor further warrants that it will immediately notify the city if the Vendor learns or has reason to believe the products supplied under this contract will not be year 2000 compliant.

Non-Commercial Supply Products Warranty

The Vendor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including but not limited to, reading, presenting, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the Vendor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in

combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the City for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the City under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Vendor in writing within ninety (90) days of such discovery by the City. Nothing in this warranty shall be construed to limit any rights or remedies the City may otherwise have under this contract with respect to defects. The Vendor further warrants that it will immediately notify the City if the Vendor learns or has reason to believe the products supplied under this contract will not be year 2000 compliant

Minor deviations from the Laptop Computer System Specifications will be considered provided the vendor submits a detailed description of the proposed deviation(s) with the bid proposal. Each such proposed deviation shall be clearly referenced to the item in the specification to which the variation will apply. If no deviations are identified, the laptop computer system furnished by the Vendor shall meet or exceed each item in the Laptop Computer System Specifications.

6. Warranty shall be as provided by Panasonic for CF 27 computer or equivalent. All other warranties shall be as provided by the manufacturer for the Panasonic CF 27 or equivalent.

If the bidder intends to provide a service package in any way different from that provided with the Panasonic CF 27 laptop, that difference shall be described in detail.

7. The City shall have the right to test the equipment for a period not to exceed fourteen (14) days following delivery of all listed system items. If the City does not find the equipment to be satisfactory for its intended purpose or application, it may return any system component, or all system components to the Vendor and shall not be obligated to retain or pay for any such component.

The City of Gig harbor reserves the right to, and may at its sole discretion, reject any or all bid proposals, select the base bid, or base bid and any one or more of the additive or deductive options, and waive any irregularities in the bid or in the bidding.

BID PROPOSAL For Laptop Computers and Associated System Equipment

July 23, 1999

Honorable Mayor and City Council City of Gig Harbor 3105 Judson Street Gig Harbor, Washington 98335

This certifies that the undersigned: has carefully examined the specifications entitled "Laptop Computers and Associated System Equipment" governing work for furnishing four laptop computers, software, and associated equipment to the City; and thoroughly understands and is satisfied regarding the conditions to be encountered, the nature and extent of the work, and the method by which payment will be made for said work. If the Undersigned is notified of the City's acceptance of this bid proposal within ten (10) calendar days after the date set for bid opening, the Undersigned agrees to furnish the laptop computer system in accordance with the specifications.

The Undersigned further agrees to accept as payment for furnishing said laptop computer system the amount of the bid proposal below. This bid proposal is submitted with the specific understanding that: the bid proposal amount includes all costs for labor, materials, tools, equipment, overhead, profit, and all applicable taxes; and payment will be based upon satisfactory delivery of the laptop computer system in accordance with the specifications.

(See following pages:)
LAPTOP COMPUTER and ASSOCIATED EQUIPMENT SPECIFICATIONS

1.0 GENERAL SPECIFICATIONS

The laptop computers, software, and associated equipment as specified herein, shall be furnished by the Vendor to the City of Gig Harbor (City) and shall be:

4 Panasonic CF27 laptop computers complying, at a minimum, with the technical specifications as set forth in Exhibit A
4 Gamber Johnson Vehicle Mount
4 Kodiak Docking stations for the Panasonic CF27 laptop
4 Sierra Wireless AirCards
4 Backlit keyboard option for the Panasonic CF27 laptop (option)
MS Windows 98
MS Office
MS Office Professional
Service package for the Panasonic CF27 laptop

or City reviewed equal. Any use of brand names in this specification is to establish minimum specifications and quality. If the bidder proposes another product to meet these specifications, the substitution must be identified in writing on the bid form. The City of Gig Harbor reserves the right to make final approval of any alternative product. If the alternative is not acceptable to the City, the brand name product listed in the specification shall be used.

The laptop computers, software, and associated equipment, including all materials shall conform to the specifications herein, including any deviations identified in the Vendor's bid proposal. All Materials, equipment and components to be fabricated, installed and furnished under these specifications shall be new and unused. Whether specifically mentioned, all elements of the laptop computer system as furnished to the City of Gig Harbor shall, at a minimum, conform in design, strength, and quality of materials and workmanship to the highest commercial standards.

TECHNICAL SPECIFICATIONS

The following schedule is a list of the City's minimum configurations for the new laptops as well as the type of software it would be expected to run. All bids must be able to meet these standard requirements.

Laptop Type	Panasonic CF27
CPU	Pentium 266 MMX
Hard Drive	4 GB
RAM	32 MB
Disk Drive	3.5"
LCD Screen	12.1 Active color tft
Resolution	800 x 600
Software	MS Windows 98
Price Per Unit (to be provided by vendor)	\$3835.77

Options	32 RAM SIMM upgrade for 64 total	64 RAM SIMM upgrade for 96 total	Backlit keyboard
Price Per Unit (to be provided by vendor)	\$ 80.00	\$146.00	\$299.99

CDPD	Sierra Wireless AirCard
Price Per Unit (to be provided by vendor)	Can Not Resell

Vehicle Mounts/Docking Stations	Gamber Johnson Mount	Kodiak Docking Station
Price Per Unit (to be provided by vendor)	\$97.46	\$569.95

Software	MS Windows 98	MS Office	MS Office Professional
Price Per Unit (to be provided by vendor)	\$90.47	\$428.11	\$523.99

Service Package	For CF 27 Laptops
	OEM Warranty Included

All bid prices shall include all applicable taxes and other charges inclusive.

CITY OF GIG HARBOR PROPOSAL SHEET SPECIFICATION NO. 99-55

Section Π - Warranty

Attach manufacturer's assurance of warranty provisions as outlined in bid specifications.

Section III - Service

Provide a detailed summary description of services which would be provided to the City of Gig Harbor under this contract.

Right! Systems, Inc. is the only Panasonic Authorized laptop

repair facility in the Northwest. Right! Systems will cover

all standard ground shipping costs for delivery, as well as

pick up of any defective equipment. Right! Systems will integrate

any components free of charge upon the customers' request.

For a fee, Right! Systems will install all mounting equipment

into the customers' vehicles. Right! Systems also has an inside

sales staff available for any of the customers needs Monday

through Friday from 8 to 5.

The undersigned Agent or Principal hereby agrees to and is bound by the above offer.

Firm: Right! Systems, Inc.

John P. Mincon	President	
Typed Name:	Title:	•
Signed: PM1-	_Title: President	·



City of Gig Harbor. The "Maritime City"

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

TO:MAYOR WILBERT AND CITY COUNCIL MEMBERSFROM:WES HILL, P.E., PUBLIC WORKS DIRECTORSUBJECT:SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, 2000-2005DATE:JULY 29, 1999

INTRODUCTION/BACKGROUND

Local agencies are required to prepare six-year transportation improvement programs under RCW 35.77.010. State and federal funding for transportation projects are also tied to agency-approved 6-year transportation improvement programs. While an agency's transportation improvement program (TIP) represents the anticipated projects over a 6-year period, the projects undertaken in any given year are subject to the annual budget deliberation process.

The attached 6-Year Transportation Improvement Program for 2000 through 2005 is consistent with the City of Gig Harbor Transportation Plan (December 1994), and updates last year's amended TIP to reflect projects anticipated to be completed this year, newly funded projects, those anticipated to carry over into 2000, and more current cost information. More definitive project information will be developed and available following completion of the Comprehensive Transportation Plan update.

Design of the East-West Road is essentially 95% complete. Agreement has been reached with the affected property owners for the proposed wetland mitigation plans. Completion of the SEPA and permit process, including jurisdictional agency review and approval of the biological assessment, permits, review by Pierce County and the Washington State Department of Transportation, right-of-way and easement acquisition, and the LID formation process are anticipated by March 2000 for a construction start in May or June.

Pierce Transit has assumed lead agency status for construction contract administration for the Kimball Drive Park and Ride and Pioneer Way Improvement project. Additional funding from the Federal Transit Administration and the Transportation Improvement Board has been obtained by Pierce Transit to help fund the additional estimated costs for construction of the Park and Ride portion of the project. The City retains responsibility for inspecting the portion of the work involving Pioneer Way and improvements to the northern terminus of Kimball Drive. Pierce Transit anticipates a May 2000 construction start.

The Point Fosdick Drive Project is also close to the 95% design completion stage. Transportation Improvement Board funding has been obtained for 80% of the eligible project costs. Right-of-way and easement acquisition, SEPA review, and biological assessment review and approval are anticipated to be complete by the end of this year.

Transportation Improvement Board funding under the Urban Arterial Program (UATA) has been obtained for the Kimball Drive Project. Meetings will be held with the property and business owners in the Kimball Drive corridor to confirm the final section and project features.

The TIP includes a project to improve the intersection of Franklin Avenue and Fuller Street at the upper end of the Finholm Viewclimb to better accommodate pedestrian movement and control vehicle movement through this area. The project will be the first phase of an anticipated full reconstruction of Franklin Avenue and Fuller Street to provide for a full-width residential street section, pedestrian facilities and landscaped planter strips.

Miscellaneous projects on the 2000 program will respond to pavement, sidewalk, and storm drainage needs on a prioritized basis depending on location, severity, traffic volumes, safety, and funding.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

Staff recommends that the Council move and approve the attached Six-Year Transportation Improvement Program (2000-2005) ordinance at the second reading.







Page 1 Six Year Transportation Improvement Program

From 2000 to 2005

Hearing Date Adoption Date Resolution No.

City No. 0490 MPO _____

Agency Gig Harbor County No. 27

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		Project Identification A. Federal Aid No.				Codes	<u> </u>	P	roject Co:	sts în Tho					Eve		. Cabad			ally Funded
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ên s	₽ġ	C. Project Title		Status	Length	ပီ			Federal	Funding		1		•	(Local Agency)					R/W
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16	1	4 Phases in Project BORGEN (EAST/WEST) ROAD East West Road Burnham Dr. to Peacock Hill	01	P	1.61	C S P T W	PE RW CN CN	5/1/97 1/1/2000 5/1/2000 5/1/2000			PC DEV. TIA PC	36 100 2151 788	14 236	50 100 2387 788	50 100 2387 788					Yes
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16	4	2 Phases in Project KIMBALL DRIVE IMPROVEMENTS Kimball Drive Improvements Pioneer Way to Hunt Street	03 05	S	0.47	C P T	PE CN	1/1/2000 5/1/2000		33	UATA	552	9 156		42 708				CE	No
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Page 2 Six Year Transportation Improvement Program

Agency	Gig Harbor	 		
County N	o. 27		_	
City No.	0490	 		
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From 2000 to 2005

Hearing Date	
Adoption Date	
Resolution No.	

		Project Identification	r	1	i		r - 1	p	roject Co	sts in Tho	usands c	f Dollars							Enders	ally Funded
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onal ss	ĕ₫	B. Bridge No. C. Project Title	Type(s) Status	Length	Codes			Federal	Federal Funding					(Local Agency)					R/W	
Functional Class	Priority Number	D. Street/County Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Sta	Total	Utility	Project Phase	Phase Start (mm/dd/yyyy)	Federat Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Totał Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MMYY)
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		Franklin Avenue / Futler Street Peacock Ave. to Burnham Drive Improvements to the intersection of Franklin and Fuller to		:		T W C	Totals						50	50	50					
17	6	2 Phases in Project 36TH AVENUE IMPROVEMENTS (Phase 1) 38th Avenue 56th Street to City Limits	03 05 06	S	1.0	C P O W	PE CN	1/1/2001 5/1/2001			PFP PFP	22 124	20 42			42 166				No
		Preliminary design of a 2-/3-tane section, w/ median	1		1	Ġ	Totals			-		146	62	208		208			1	
19	7	2 Phases in Project HARBORVIEW DRIVE IMPROVEMENTS Harborview Drive Soundview Drive Io Street End	03 05	P	0.22	C P T	PE CN	1/1/2001 1/2/2002]			21 151	21 151		21	151			No
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17	8	2 Phases in Project 38TH AVENUE IMPROVEMENTS (Phase 2) 38th Avenue 56th Street to City Limits	03 05 06	P	1.0	C P O G T	PE CN	9/1/2002 5/1/2003					90 791	90 791		90		791		No
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Page 3 Six Year Transportation Improvement Program

From 2000 to 2005

Agency Gig Harbor County No. 27 City No. 0490 MPO

Hearing Date Adoption Date

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		Project Identification A. Federal Aid No.	ut l		ŧ	ş		Pi	roject Cos	its in Tho Fun		of Dollars Information					e Schedi	ıle		ally Funded acts Only
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		FRANKLIN AVE./ FULLER ST. IMP (Phase 2) Franklin Avenue / Fuller Street Burnham Drive to Peacock Hill Avenue				Ť														
		Reconstruction to provide a full-paved width street					Totals		·				228	228			23	205		
16	10	2 Phases in Project	03 04	P	0.49	C P	PE CN	6/1/2002 6/1/2003	STP(U) STP(U)	105 771		49 360		160 1181			160	1180		No
		OLYMPIC DRIVE/56th STREET IMPROVEMENTS Olympic Drive & 56th Ave. Point Fosdick Drive to 38th Avenue	06			S T													l	
		Reconstruction to provide a 5-lane section, w/				G W	Totals			876		409	56	1341	-u		160	1180	-	
19	11	2 Phases in Project	03	P	0.30	C P	PE CN	4/1/2002 6/1/2003			ALL TIA	25	10 49	10 74			10	74		No
		PRENTICE STREET IMPROVEMENTS Prentice Street Bumbam Drive to Fennimore Street				Т														
		Minor widening, including curbs and gutters on both					Totals	. <u> </u>				25	59	84	• •		10	74	1	
17	12	2 Phases in Project	03	Р	0.28	CP	PE CN	1/1/2004 7/1/2004				1	27 202	27 202				27 202		No
		BURNHAM DRIVE IMPROVEMENTS Burnham Drive Franklin Avenue to Harborview Drive				Ť	1													
		Franklin Avenue to Harborview Drive Reconstruction, including minor widening, curbs,					Totals	;					229	229				229		

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7	Washington State	Department of	Transportation
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Page 4 Six Year Transportation Improvement Program

Agency	Gig Harbor	•		
County N	o. 27			
City No.	0490		 	
MPO				

From 2000 to 2005

Hearing Date ______ Adoption Date ______ Resolution No. _____

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		Project Identification A. Federal Aid No. B. Bridge No.	ent		ft.	les		- Pi	roject Co:	sts in Tho Fun		of Dollars	- 		Ex	penditur		ule		ally Funded acts Only
ona S\$	ĘĘ	C. Project Title	vem vem	Status	Length	Codes			Federal	Funding						(Local A	(gency)			RAW
Functional Class	Priority Number	D. Street/County Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	ŝ	Total	UBIIty	Project Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Totat Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MMYY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
19	13	2 Phases in Project BRIARWOOD LANE IMPROVEMENTS	01	Р	0.59	C S P	PE CN	6/1/2003 6/1/2004			PFP	25	25 185	25 210		; ; ;		25 210		No
		Briarwood Lane Point Fosdick Drive to 38th Avenue Construct curbs, gutters and sidewalk/pedestrian				G T	Totals	- <u> </u>				25	210	235				235		
16	14	2 Phases in Project VERNHAROSEN STREET IMPROVEMENTS Vernhardsen Street Peacock Hill Avenue to City Limits	05 07	P	0.34	w	PE CN	10/1/2003 5/1/2004			PFP	25	16 123				1	16 148		No
	ļ	Minor widening, pavement restoration and/or overlay.					Totals		• • •			25	139	164				164	1	
16	15	2 Phases in Project ROSEDALE STREET IMPROVEMENTS (Phase 2) Rosedale Street State Route 16 to City Limits (54th Ave.)	03 05	P	0.53	C P T	PE CN	4/1/2004 6/1/2005	STP(U) STP(U)	59 435			10 68				ļ	69 503		No
l		Minor widening to provide 2-thru lanes,				l i	Totals		-	49-	+		78	572				572	1	ļ
17	16	2 Phases in Project GRANDVIEW STREET IMPROVEMENTS Grandview Street Stinson Avenue to Soundview Drive	03 05	P	0.55	C P T G W	PE CN	4/1/2004 6/1/2005		;	PFP PFP	15 85	35 282	50 367			ļ	50 367		No
L		Minor widening, including curbs, gutters, sidewalk		ļ			Totals	•				100	317	7 417				417	ł	





County N	0. 27	
City No.	0490	

Agency Gig Harbor

From **2000** to 2005 Hearing Date Adoption Date

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		Project Identification A. Federal Aid No.	ent		ъ Б			P	roject Co	sts in Tho Fun		of Dollars e Informat				penditur				ally Funded acts Only
Functional Class	Priority Number	B. Bridge No. C. Project Title	Improvement Type(s)	Status	Total Length	ty Codes				Funding						(Local A	igency)			R/W Required
с Ц Ц	Ϋ́́ς Ρ	D. Street/County Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Impr	ŝ	Tota	Utility	Project Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Date (MMYYY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	17	2 Phases in Project 56th ST. / PT. FOSDICK DR. IMPROVEMENTS 56th Street / Point Fosdick Drive	03 04 05	P	0.55	C G P	PE CN	4/1/2004 6/1/2005	STP(U) STP(U)	93 679	TIA TIA	39 286	10 74					142 1039		No
		Olympic Drive to Olympic Drive Reconstruction to provide a 3-lane section, w/				w	Totals			772		325						1181		
16	18	1 Phases in Project ROSEDALE STREET IMPROVEMENTS (Phase 3) Rosedale Street Shirley Avenue to State Route 16	03 05	P	0.34	C P T	PE	4/1/2005	STP(U)	36	l	1	5	40				40		No
		Minor widening to provide 2-thru lanes, with	1				Totals			35	5		5	i 40		•		40	1	
17	19	1 Phases in Project JUDSON STREET IMPROVEMENTS Judson Street Pioneer Way to Soundview Drive	03 05	P	0.21	C P T	PE	4/1/2003	Ι	1		1	26	26		1		26		No
	i	Minor widening for left-turn pockets or on-street	1				Totals				••••		26) 26			•	26	1	
16	20	2 Phases in Project BORGEN (EAST/WEST) ROAD CONSTR. (Ph. 2) Borgen (East/West) Road Swede Hill Interchange to Peacock Hill	04	P	1.41	C S P G T	CN CN	8/1/2005 8/1/2005	STP(U)	1752	DEV.	150 2025		2025 2025				4050 2025		No
		Construct additional improvements for a full,				w	Totals	3		175	2	217	5 123	3 4050	• •			6075		

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Agency	Gig Harbor	 	 	
County N	0. 27	_		
City No.	0490		-	

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From 2000 to 2005 Hearing Date Adoption Date Resolution No.

_		Project Identification	[]				Pi	oject Cos	ts in Tho	isands c	f Dollars			-					ally Funded
-	I.	A. Federal Aid No. B. Bridge No.	te et	1 .	Length	Codes				Fun	i Source	informat	ion			(Local A	e Sched Jaency)	uie	Proje	ects Only
ss St	Ę ģ	C. Project Title	De (a	Status	Ē	ပိ			Federat	Funding	:		l							R/W
Functional Class	Priority Number	D. Street/County Road Name or Number E. Beginning MP or road - Ending MP or road F. Dascribe Work to be Done	Improvement Type(s)	5	Total	Utility	Projecl Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	brC	4th Thru 6th	Envir. Type	Required Date (MMYY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	21	3 Phases in Project CRESCENT VALLEY CONNECTOR Crescent Valley Road Peacock Hill Avenue to Cresent Valley Road	01	P	1.0	C P T G	PE RW CN	1/1/2004 1/1/2005 6/1/2005	STP(U) STP(U)	223 1637	DEV. DEV. DEV.	228 250 1672	35 255	486 250 3564				486 250 3564	1 ·	Yes
1		Purchase right-of-way, design and construct a		ļ	ļ		Totals			1860		2150	290	4300				4300	1	
17	22	1 Phases in Project NORTH-SOUTH CONNECTOR North-South Connector Borgen Road to Peacock Hill Avenue	01	P	0.91	P W	RW	1/1/2005	1	1	DEV.	75	75	150			[]	150		Yes
		Corridor preservation for north-south circulation		[Totals		•			75	75	150				150		
17	23	3 Phases in Project HUNT STREET CROSSING OF SR-16 ROAD Runt Street Kimball Drive to 38th Avenue Design, purchase right-of-way, and construct a 2- lane	01 03	P	0.21	C P O T G	PE RW CN	1/1/2004 1/1/2005 6/1/2005	STP(U) STP(U) STP(U)	585 649 3870	tia Tia Tia Tia	720 801 4777	45 50 303	1350 1500 8950				1350 1500 8950		Yes
	<u>ļ. </u>		ļ	<u> </u>	ļ	W	Totals			5104	·	6298					<u> </u>	11800		<u> </u>
00	24	2 Phases in Project DOWNTOWN PARKING LOT CONSTRUCTION Downtown Parking Lot Central Business District to Central Business District Construct additional off-street parking in	01	P	0.03	P W	PE CN Totals	1/1/2000 7/1/2000					46	4 46 50			46 46 50			No





From 2000 to 2005

Agency Gig Ha	arbor		
County No. 27			
City No. 0490			
MPO		·	

Hearing Date

Adoption Date Resolution No.

		Project Identification		[P	roject Cos	sts in Tho	usands (of Dollars			-					ally Funded
-		A, Federal Aid No. B. Bridge No.	, et		Length	Codes				Fun	d Source	e Informa	tion			penditure		ule	Proje	ects Only
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Functional Class	Priority Number	D. Street/County Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvemen Type(s)	Sti	Total	Udiity	Project Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MMYY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	25	1 Phases in Project	01	Р	0		ALL	1/1/2000					135	135		10	10	115		No
		STREET LIGHTS Minor and Collector Arterials Various Locations to Various Locations																		1
		Install underground power and street lights in					Totals	<u> </u>					135	135		10	10	11\$		
00	26	1 Phases in Project	07	P	0		ALL	1/1/2000	I			l	400	400	50	60	60	230		No
		REPAIR & RESTORATION OF STREETS & Various Streets Various Locations to																		
		Miscellaneous street and storm drainage		1			Totals	····					400	400	50	0 60	60	230		
00	27	1 Phases in Project	07	Ρ	<u> </u>		ALL	1/1/2000	l				180	180	20	30	30	100		No
		EMERGENCY																		
		to		i																
		Emergency repairs to City streets to restore					Totals	3					180	180	20	0 30	30	100	1	
				Gra	nd Tol	tals fo	or Gig	Harbor		1186	6	16604	4880	33350	6552	2 419	494	27684	1	· · · · · · · · · · · · · · · · · · ·



Six Year Transportation Improvement Program Instructions for Completing the Form

Include all projects regarilless of location or source of knids. Complete the form for the six year program in accordance with the following instructions.

Heading	
Agency	Enter name of the sponsoring agency.
County Number	Enter the OFM assigned number (see LAG Appendix 21.44).
City Humber	Enter the OFM assigned number (see LAG Appendix 21.45).
MPO/RTPO	Enter the norma of the associated MPO (if located within urbanized area) or RTPO (if in the rural area).
Mearing Date	Enter the date of the public hearing.
Adoption Date	Enter the date this program was adopted by council or commission.
Resolution Number	Enter Legislative Authority resolution number if applicable.

Column Number

Functional Classification. Enter the appropriate 2-digit code denoting the Federal Functional Classification. (Note: The Federal Functional Classification must be approved by FHWA.)

Description 00 - No Classification

Urban (over 5,000 population)
t (- Interstate
12 · Freeways & Expressways
(4 Other Principal Arterials
16 Minor Arterial
17 - Collector
19 - Local Access

2. Priority Numbers. Enter local agency number identifying agency project priority (optional),

Project Identification. Enter (a) Federal Ald Number if proviously assigned; Bridge Number; (c) Project Tide; (d) Street/Road Name or Numher/Federal Route Number; (e) Beginning and Ending Termink (mile post or street names); and (f) Describe the Work to be Completed.

4. Improvement Type Codes. Enter the appropriate lederal code number(s).

			Oescription		
01	 New construction on 	07	Resurfacing	14	 Bridge Program Special
	New alignment	08	- New Bridge Construction	21	 Transit Capital Project
02	- Relocation	09	 Bridge Replacement 	22	 Transit Operational Project
03	 Reconstruction 	10	 Bridge Robabilitation 		 Transit Planning
04	- Major Widoning	11	 Minor Bridge Rehabilitation 		 Transil Training/Admin
05	 Minor Widening 	12	 Safety/Traffic Operation/TSM 		 Non Capital Improvement
06	- Other Enhancements	13	Environmentally Retated	32	- Non Malor Vehicle Project

5. Funding Status. Enter the funding status for the online project which describes the current status, Project is selected by the appropriate soluction body & funding is <u>secured</u>,
 Project is subject to selection by an agency other than the lead and is listed for planning purposes and funding has <u>not</u> been determined.

6. Total Length. Entor project length to the nearest hundredth (or code "00" if not applicable).

Utility Code(s). Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by the construction project.

- Cable TV		- Gas
+ Power - Other		- Water - Telophone
- Sewer (other than agency-owned)	1	 resphone

8. Project Phase, Select the appropriate phase code of the project.

PE - Preliminary Engineering only (or planning)
 RW - Right of Way or land acquisition only
 (N - Construction only (or transit planning or equipment purchase)
 ALL - All Phases from Preliminary Engineering twough Construction

9. Phase Start Date. Enter the month/day/year in MM/DD/YY formal that the solected phase of the project is actually expected to start.

10. Federal Fund Sources. Enter the Federal Fund Source code from the table.

			FTA Discretionary for Capital Expenditures
BIA	- Bureau of Indian Allairs	5307	 FTA Urban Areas
88	 Bridge Replacement or Rehab. 	5309(Bus)	- Bus
CBDG	 Community Development 	5309(FG)	 Fixed Guideways
	Block Grant (NUD)	\$309(NS)	- New Starts
CMAQ	 Congestion Mitigation Air Quality 	5310	 FTA Elderly/Disabled
DEMO	 ISTEA Demo Projects (Selected) 	5311	FTA Rural Areas
Discretionary	 Ferry Boat Discretionary, Public 	STP(C)	- STP Statewide Compatitive Program
•	Highway Lands, or Scenic Byways	STPIE	- STP Transportation Enhancements
DOD	Department of Defense	STP(S)	 STP Safety Including Hezard and RR
IC .	 Interstate Construction 	STP(R)	- STP Rural Regionally Selected
IM	 Interstate Maintenance 	STP(U)	- STP Urban Regionally Selected
NH\$	 National Highway System 	STP	- STP All Other STP Projects Not Listed

11. Federal Cost. Enter the total letteral cost (in thousands) of the phase reparatess of when the funds will be spent.

12. State FL	ind Code. Enter the appropriate code for an	y of the isled	funds to be used on this project.
CAPP	 County Arterial Proservation Program 	RAP	- Rural Artenal Program
TIA	 Transportation Improvement Account 	UATA	- Urban Arterial Trust Account
PWTF	 Public Works Trust Fund 		

13. State Funds. Enter all funds from the State Agencies (in thousands) of the phase regardless of whan the funds will be spent.

14. Local Funds. Enter all the lunds from Local Agencies (in thousands) of the phase regardless of when the kinds will be speni.

15. Total Funds. Enler the sum of columns 10, 12, and 14.

16-19. Expenditure Schedule - (1sl, 2nd, 3rd, 4th thru 5th years). Enler the estimated expenditures (in thousands) of dolars by year. (For Local Agency use only.)

20. Environmental Data Type. Enter the type of environmental assessment that will be required for this project. This is required for Federally Funded projects only.

21. RW Certification. Circle Y if Right of Way acquisition is required. If yes, Enter RW Certification Date if known. This is required for Federally Funded projects .





ORDINANCE NO.

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

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Transportation Plan as an element of the City's Comprehensive Plan, including recommended transportation improvements and Six-Year Transportation Improvement Program, and thereafter periodically modified said Six-Year Transportation Improvement Program by resolution; and

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

WHEREAS, the City Responsible SEPA HAS ISSUED A DETERMINATION THAT THERE WILL BE NO SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACTS as a result of the adoption and implementation of the Six-Year Transportation Improvement Program; and WHEREAS, a public hearing was held on August 9, 1999 on the said Six-Year Transportation Improvement Program; now, therefore,

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2000-2005, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

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

<u>Section 3.</u> <u>Severability</u>. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

<u>Section 4.</u> <u>Effective Date</u>. This ordinance shall take effect and be in full force five(5) days after publication of the attached approved summary thereof consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this th day of ______, 1999.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY:

By:

CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO.

of the City of Gig Harbor, Washington

On _____, 199_, 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 COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

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

APPROVED by the City Council at their meeting of ______, 1999.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR Head SUBJECT: SHORECREST COMMUNITY SEWER SYSTEM EASEMENT - QUIT CLAIM DEED DATE: JULY 7, 1999

INTRODUCTION/BACKGROUND

On December 22, 1983 Pierce County executed a "Standard Participation Contract" with the Boutelle and Johnson Land Company, as the owners of the Shorecrest subdivision for operation and maintenance of a community sewer system consisting of a pump station, pressure discharge line, and drainfields. The subdivision is located south of Rosedale Street and west of Ray Nash Drive. The drainfield and agreement provide for a total of 20 single family dwellings to connect to the sanitary sewer system.

Previously (November 29, 1979), Pierce County had accepted a "Temporary Sanitary Sewer Easement No. 129" and a "perpetual" sanitary sewer easement (No. 130) for the pump station and pressure sewer line". under an earlier agreement by the County to operate and maintain the (Shorecrest) community sewer system. The latter includes a cross-country easement for a pressure sewer line (from the pump station for the septic tank discharge to the drainfield system) through a 34-acre parcel owned by the Boutelle/Johnston Land Company.

On November 8, 1988, Pierce County executed an agreement with the City ("Assignment by Municipal Corporation Pursuant to Inter-Local Agreement for Utility Services") for maintenance and operation of the Ray Nash pump station and the associated drainfields serving the Shorecrest Community Sewer System. This was subsequent to an interlocal agreement executed between Pierce County and the City on November 1, 1988 for the City to assume operation and maintenance of certain community septic tank and drainfield systems in the County.

Mr. Lee Boutelle, President, Boutelle/Johnston Land Company has requested that the City quit claim the portion of the permanent easement to allow development of the 34 acre parcel surrounding the easement. Mr. Boutelle has stated his expectation that the parcel will be developed into a 17-lot subdivision.

The City no longer has any need for the easement for a pressure sanitary sewer line along the subject easement since the pressure line from the Ray Nash pump station uses County right-ofway and a separate easement for access to the drainfields north of the subject easement's terminus. Mr. Boutelle has submitted a certified statement that no monies were received from Pierce County when this easement was originally conveyed to Pierce County.

Council authorization is requested to execute a Quit Claim Deed for the unused easement.

MAYOR WILBERT AND CITY COUNCIL August 5, 1999 Page 2

POLICY/FISCAL CONSIDERATIONS

The easement provides no benefit to the City. Easements are in place for the portions of the Shorecrest Community Sewer System that were constructed on private property. These will not be affected by the Quit Claim Deed.

RECOMMENDATION

I recommend Council authorize execution of a Quit Claim Deed for the unused easement for the Shorecrest Community Sewer System.



QUESTIONS SUBMITTED BY GIG HARBOR CITIZENS AT TACOMA NARROWS BRIDGE MEETING OF AUGUST 9, 1999

What about the people who live on the Key Peninsula who are on welfare and don't make enough money to cover the \$3.00 toll?

What if your job is on the other side and you have to cross over more than one time per day?

Has the IRS given a written revenue ruling approving the tax-exempt corporation specific to the project?

You stated the Board had a fiduciary responsibility to the bondholders. Who has a fiduciary responsibility to the citizens of Gig Harbor?

Will the new bridge authority be considering discounts for people with disabilities, seniors and students?

Knowing that the State Ferry systems is part of your department and that operation of high speed, passenger only ferries (the Chinook) has been found by the courts to be damaging properties in front of which it runs and consequently ordered to limit its speed to such an extent it is no longer any faster between Bremerton and Seattle and, potentially exposing the State to pay damages to the affected property owners, can you assure us that your department will and has given the same care and judgement to this bridge project as was given to the decision to buy and operate this boat?

How is it possible to place a toll on a bridge that was paid off by tolls?

Does the DOT feel that use of ferries and Hwy 3 through Olympia is an acceptable alternative to use of a tolled bridge?

How does the DOT justify allowing the very company that is profiting from the toll to set the toll?

Why can't you get Federal funds for this bridge? Could it be because you couldn't apply tolls?

How will it benefit anyone to add lanes to the Narrows Bridge if the toll creates traffic backups?

Why does the toll include United Infrastructure costs (management) for on-going maintenance?

From what source will the money come from for connecting the new bridge to existing roadways?

How can you condone closing two entrances to an already congested roadway?

What elected official over sees Mr. Morrison and makes him responsible to "we the people".

What are the requirements of the public/private partnership law?

What are the responsibilities of the state, the contractors and the public?

How will maintenance costs be paid for when the tolls are no longer needed?

How do you propose to relieve the traffic backup for four years of construction gawkers?

If the tolls only fund a bridge where are the funds for the corridors?

What is the dollar value of the subsidy provided by the state to the ferry system (in dollars per car roundtrip)?

Who fixes the fee that UIW will get?

How can a contract be let for a cost that is unknown?

Is it true that UIW has the privilege of appointing the toll authority?

Why have you failed to address our city council before you signed the contract?

Why didn't we get to vote on the Hwy 18 and Hwy 522 project?

If we, the primary users, aren't fed up enough with the traffic to support this project (we who experience it daily), then why are you babysitting us and deciding paternalistically that you know better than we do?

What is United Infrastructure's estimate of when the toll will be removed?

Low-cost Alternatives

The DOT has refused to make many low-cost improvements to the bridge and nearby ramps that would reduce congestion and increase safety. For example, a rigid 1-ft.-wide safety barrier down the center of the bridge would eliminate head-on collisions and improve traffic flows, at a tiny percentage of the cost of a second bridge. The barrier could also make a "reversible lane" to ease rush-hour traffic.

Why has the DOT failed to make such obvious improvements that are used on many other bridges worldwide?

- The metal grates between lanes on the existing bridge are 2 ft. 9 in. wide. DOT is proposing to fill in these grates to reconfigure the bridge from 4 lanes to 3 lanes. If filling is an option, so is a barrier that would take up less than half of the grid width.
- Reversible safety barriers have been used with great success on many bridges worldwide. The cost would be \$8 million--about 2% of the cost of a second bridge. No toll required!
- Ramp improvements--such as moving the 24th Street on-ramp further from the bridge and providing for a longer merge (like the Pearl Street on-ramp) would vastly improve rush hour flow.

Public Control of Tolls

This community is very concerned about the following statement in The Contract: "Tolls shall be unilaterally set by the private entity on the project without regulation, modification of, or other change to such rates by the Department, any other State agency, nor subject to any other administrative or judicial review." What public controls, protections, or oversight are not overridden by this clause in the contract? How would dissatisfied toll payers address their grievances?

Background:

DOT/ UIW have long understood that their promise of an "initial \$3 toll" does not alleviate broad concerns about rapid toll increases.
 UIW (Bechtel) was involved in a toll road project in Southern California, in which the tolls were increased 4 times in 24 months.

- Although UIW proposes a "non-profit entity" to build and manage the toll bridge, toll increases could be triggered by cost overruns (ala Safeco Field), heavy maintenance and repair costs of the existing bridge, or lower than expected toll revenues.
- UIW proposes to appoint a "board of community leaders experienced in public works finance and construction and will control all future toll rates" (UIW newsletter of 6/15/99). Note that toll rates would be controlled by UIW and its appointed board, not the DOT or the State Utilities and Transportation Commission. The public would have little access or leverage.

Private Monopoly

The DOT's plan would result in a private monopoly, since there is no reasonable alternative for travel across the Narrows. Furthermore, the Contract contains a "non-compete clause" which actually prohibits the state from developing any other means of transportation which would reduce toll revenues--such as a ferry from Gig Harbor, or a light rail system.

Our State Constitution prohibits monopolies. Why is the DOT promoting such a concept?

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- Article 12, SS 22 of the Washington State constitution declares that "Monopolies and trusts shall never be allowed in this state."
- The Contract, Section 13.1, prohibits the DOT from financing or opening any "Competitive Transportation Facilities" which would reduce toll revenues on the Narrows Bridge.
- The Contract, Section 13.1, also commits the DOT to "exercise all discretionary authority.....to prevent any other governmental or private entity from developing any Competitive Transportation Facilities...."

<u>A State Precedent</u>

On November 18, 1999, when Mr. Morrison decided to proceed with the Narrows Project, he stated publicly: "This is a first of what I think will be a new generation of toll facilities as we replace or expand capacity for a number of the fourteen major bridges that we have built in the past with tolls." Please explain your plans to extend tolling of bridges and roadways statewide. Do you intend that all of these bridges will be tolled? If not, which ones would be exempt.

- The City Council's Resolution No. 533 correctly identifies that "Toll/user fees are regressive taxes, unfairly impacting all citizens on limited incomes, reducing freight mobility, and adding to costs for small businesses."
- Resolution 533 properly urges the State to "....confine financing of existing and new public transportation infrastructure to traditional state revenue sources...".
- As the only surviving project of 6 originally-proposed "Public-Private Initiatives" projects, the Narrows Toll Bridge is a risky DOT experiment, with the people from Gig Harbor and other western communities as the "guinea pigs."

Economic Impacts

There is a misperception that all people from Gig Harbor are "well-off." In fact, many commute over the Bridge to low-paying jobs, are on fixed incomes, have small businesses that depend on the Bridge for deliveries, or must go to Tacoma for hospitals and medical care.

State law requires "an analysis of the potential economic impact resulting from the proposed toll rates imposed on residents."

Why has the DOT failed to conduct such an analysis?

- 16% of Peninsula School District children and 50% of Evergreen Elementary School children are on free or reduced school lunches, which means that any commuting mother with two of them to support must make less than \$1479 per month to qualify. At the \$3 initial toll per working day she'll be working for United Infrastructure-Bechtel one day out of every twenty. And when the toll reaches \$6 she'll work for them one day in 10. Obviously, she'll have to move her family to Tacoma, lock, stock, and barrel.
- RCW 47.46.030(5) states: "In preparing for the advisory vote, the department shall conduct a comprehensive analysis of traffic patterns and economic impact ..." including (c) "....an analysis of the potential economic impact resulting from the proposed toll rates....imposed on residents."

Negligent Drivers

On February 19th of this year, the Bridge was damaged by a submarine condenser dropped from a truck. An August 2nd article in the Seattle P-I reported that the truck driver was charged with negligent driving (for failing to secure the load to his truck) and fined \$20,983.

However, according to the article, the driver was acquitted because "state prosecutors didn't show up to make their case at the April 21 court hearing...".

What possible reason would the state have for not prosecuting such serious negligence on the Bridge?

What is the state's record for prosecuting such cases?

Background:

See attached Seattle P-I article.

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No penalty for wrecks that delay

Guession: When errant drivers cause accelerate that shut down freeways and other loads, do they get penalized for inconveniencing the rest of us?

Aniwers No, but they can get stuck with the bill if they do lots of damage.

damage. Lester Hitchcock of Des Moines had a reason to ask this question. He was stuck for hours when a trailer under tow on the Tacoms Narrows Bridge went out of control and rolled on its top.

"I spent two hours in stop-and-go traffic from the time I got in the lineup until I was out of it," said Hitchcock, who was heading home from Hood Canal at the time. "That's what started me thinking, Well, what kind of penalty is these for all this mess?"

Hitchcock, a Boeing retiree, thinks drivers who cause accidents and big traffic tio-ups should be assessed extra fines for that alone.

No such luck

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State officials say there's no provision in the law for extra fines, mainly because there are too many unavoidable accidents. If you're a trucker and your load "is caught by a side wind (and blows off), are you responsible?" said Washington State Patrol Lt. John Bruun. "Where do you draw the line?"

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From Page B1

The state doesn't collect entre "inconvenience" damages from drivers for much the same reason ferry riders can't collect damages if a boat breaks down and makes them late to work. Inconvenience is "a risk that's associated with any method of travel that you choose," said Bill Henselman, risk manager for the state Department of Transportation.

But if a driver clearly caused an accident or broke the law, the state will send him the bill for cleanup or repairs.

The state has at least one such bill ourstanding: \$20,983 to the driver of a truck that dumped a 42,000-pound submarine component on the Narrows Bridge eastbound lanes on Feb. 19, smashing five holes in the deck.

The driver also got a ticket for negligent driving - allegedly failing to secure the load to his truck. The state sent the repair bill to the driver's employer.

Outcome? No check in the mail, Henselman said. The trucking outfit's insurance company is contesting the charge.

And because state prosecutors didn't show up to make their case at the April 21 court hearing for the driver, Dale Hiam, the judge didn't find him negligent.

Name the Light: Blaine Stare and J. C. Plott were successful in naming Seattle's longest traffic light. It's the signal at the five-way intersection of North 50th Street, Stone Way North and E. Green Lake Way North. Stare describes it in one word:

"Forever." Getting There asked readers if they could guess the intersection. John Hendrickson, the man who adjusts traffic signals for Seattle Transporta-

en A 858-3586 253-858-3586

Low-cost Alternatives

The DOT has refused to make many low-cost improvements to the bridge and nearby ramps that would reduce congestion and increase safety. For example, a rigid 1-ft.-wide safety barrier down the center of the bridge would eliminate head-on collisions and improve traffic flows, at a tiny percentage of the cost of a second bridge. The barrier could also make a "reversible lane" to ease rush-hour traffic.

Why has the DOT failed to make such obvious improvements that are used on many other bridges worldwide?

- The metal grates between lanes on the existing bridge are 2 ft. 9 in. wide. DOT is proposing to fill in these grates to reconfigure the bridge from 4 lanes to 3 lanes. If filling is an option, so is a barrier that would take up less than half of the grid width.
- Reversible safety barriers have been used with great success on many bridges worldwide. The cost would be \$8 million--about 2% of the cost of a second bridge. No toll required!
- Ramp improvements--such as moving the 24th Street on-ramp further from the bridge and providing for a longer merge (like the Pearl Street on-ramp) would vastly improve rush hour flow.

Congestion Impacts

Although the DOT has claimed the "Solve 16" project would reduce congestion by 70%, the DOT's Draft Environmental Impact Statement actually predicts a major increase in bridge congestion after the new toll bridge is completed.--up to 11 hours per day by 2020. The DEIS also predicts "LOS F" (gridlock) conditions on 17 intersections and ramps adjacent to SR-16 by 2020.

Why should residents pay millions of dollars in tolls, and suffer through years of construction chaos, for a "Solve 16" project that results in a <u>doubling</u> of the amount of congestion we have now?

What mitigation is the DOT proposing for the increase of bridge-related congestion on Gig Harbor streets?

- See attached Draft Environmental Impact Statement page S-48.
- DOT's proposed mitigation involves developing a "detailed Traffic Operation Plan." However, a traffic plan may not translate into state dollars for congestion relief on City streets impacted by the Bridge Project.
- DOT's claim of "70% reduced congestion" has never been documented; it stands to reason that one net new HOV lane each way cannot provide such relief.
- As of 1997, the annual growth of traffic on the Bridge had dropped to only 1.9% (average of 1993-97 years) compared to 1980's and early '90's with growth ranging from 4.3% to 9.2%.
 DEIS page 3.8-7. DOT classify's our current congestion as 5-6 hours per day.

DEIS, p. 5-48

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Table S-1: Summary Matrix - Transportation (continued)

Alternative	linpacts.	Mitigation Measures
Alternatives 2 & 3, Tolled (continued)	 Freeway Operation (Year 2020): With a three or more person carpool definition (HOV3+), the HOV lanes would remain free flowing all day. The two westbound general-purpose lanes would be congested for up to five hours in the afternoon. In the eastbound direction, the morning period of congestion would be five to six hours in the two general-purpose lanes. Local Access and Circulation: Closure of the Stone Drive/14th Avenue N.W. westbound off ramp, and the 24th Street N.W. westbound and eastbound ramps, and replacement by a new interchange at 36th/32nd Streets N.W. would alter local traffic patterns and travel times. The most 	 Freeway Operation: More detailed analysis of year of opening and short term (first five years) operation will set car pool occupancy definition. Operation of all or segments of the corridor HOV lanes for two or more person carpools may allow better GP lane operation while meeting WSDOT HOV speed and reliability standards. A detailed Traffic Operation Plan will be prepared to determine best operation. Local Access and Circulation: A grade-separated crossing of SR 16 between the Tacoma Narrow. Bridge and the 24th Street N.W. vicinity would mitigate closure of the existing Stone Drive N.W. SR 16 crossing.
×	affected roadways would be Gig Harbor and Pierce County arterials south of Olympic Drive N.W. Intersection Operations (Year 2020): Twelve intersections would operate at LOS F during the PM peak hour. One intersection would operate at LOS F in the AM peak hour. Four additional intersections with SR 16 eastbound on- ramps could be blocked by on-ramp queues in the AM peak hour.	Intersection Operations: Redistribution of eastbound AM and westbound PM on-ramp raffic with the elimination/reduction of mainline blockages would be monitored to assess effects on intersection operation. Signal timing coordination should be reviewed for Pearl Street signals at N 11th St., westbound SR 16 on-ramp, N 9th Street, 6th Avenue, and SR 16 eastbound ramps. A warrant analysis would be conducted to evaluate the need for
		traffic signals at intersections along SR 16. Improved signalized intersection operation may be obtained by signal coordination and timing and phasing plan modification.

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Local Support

RCW 47.46.010 states: "The public-private initiative program shall be implemented in cooperation, consultation, and with the support of the affected communities and local jurisdictions."

Over 60% of the frequent bridge users from western counties voted against the project (83% from Gig Harbor). The City of Gig Harbor, the City of Fife, the City of Medina (King County) and the City of Benton (Western Washington) have all passed resolutions opposing toll financing of infrastructure. This demonstrates not only a lack of required support, but also strong opposition to the project. Why are you proceeding in obvious defiance of the above statutory requirement?

Background:

Advisory vote results from western counties were:

Pierce Co. (west of bridge):	80% No
Kitsap Co.	55% No
Jefferson Co.	56% No
Clallam Co.	57% No

- The votes of the "user counties" were overcome by those of the "non-user counties"; for example, Thurston County voted 63% Yes. The overall vote from 7 counties was 53% Yes, 47% No.
- Resolutions of Fife and Medina are virtually identical to City of Gig Harbor Resolution No. 533.

Funding Inequity

The SR-18 and SR-522 projects in Auburn and Monroe, respectively, were two of the original 6 "Public-Private Initiatives" projects to be funded with tolls. Due to public opposition, both projects were dropped from the PPI. However, both projects are now going forward with funds from the DOT's regular budget.

Why should the Narrows Bridge, the only project remaining in the PPI, be treated differently?

Background:

• The legislature has so far approved \$315 million for SR-18 and \$85 million for SR-522.

Dialogue

Many questions have been raised about this "state-sponsored private toll monopoly of our public Narrows Bridge." A few questions may be answered tonight, but many will remain.

The Transportation Secretary has steadfastly avoided a direct dialogue with the people whose lives would be most affected by the project; i.e. the people of the Gig Harbor, Key and Kitsap Peninsulas?

Will he, as the state's decisionmaker in this matter, commit tonight to a meeting with the general public, at which residents of the "most affected communities" can ask him direct questions concerning this project?

Background:

• Mr. Morrison's only public visit to the above communities was on November 18th when he met with the Gig Harbor Chamber to announce his decision to proceed with the project. All other invitations have been rebuffed.