

# **Gig Harbor City Council Meeting**



**December 14, 1998**

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







**DRAFT**

**REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 23, 1998**

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

**CALL TO ORDER:** 7:06 p.m.

**PUBLIC HEARINGS:**

1. Second public hearing on the 1999 Proposed Budget. Mayor Wilbert opened the public hearing at 7:06 p.m. Dave Rodenbach, Finance Director, presented the 1999 preliminary budget. He noted that the Property Acquisition Fund was changed to \$1,875,000, to reflect the transfer from the General Fund. The total budget was increased to \$19,225,501. This reflects an 8% increase over the 1998 budget.

Marie Sullivan, 3302 Harborview Drive. As the Director of the Chamber of Commerce requested \$1,000 to help supplement the Small Business Assistance Center.

There were no other public comments, and the public hearing was closed at 7:11 p.m.

2. Fairway Estates Annexation. Mayor Wilbert opened the public hearing at 7:11 p.m. Ray Gilmore, Planning Director, presented the petition of homeowners in Fairway Estates and a worksheet of fiscal impacts to the City.

Dave Johnson, 2725 39<sup>th</sup> Street N.W. As a homeowner in Fairway Estates fully supports becoming a full-fledged member of Gig Harbor.

Jim Pasin, 2710 39<sup>th</sup> Street N.W. As a homeowner in Fairway Estates thanked the City staff for doing the necessary paperwork to go forward with this annexation.

Zelodius Crockrell, 2709 37<sup>th</sup> Street N.W. As a homeowner, she is in 100% support of the annexation.

Gary R. Pingrey, 2809 39<sup>th</sup> Street N.W. Was president of homeowners association when the annexation process started several years ago. He supports wholeheartedly annexation into the City.

James Petrucci, 2720 37<sup>th</sup> Street N.W. Has been a resident of Fairway Estates for 11 years. He fully supports the annexation, however he would like to see the greenbelt between his property and Pt. Fosdick retained, or planted.

Mayor Wilbert asked if the homeowners association was still in effect in Fairway Estates and if they support the covenants put forth on the subdivision. The answer was affirmative.

Alfred Gunn, 3720 26<sup>th</sup> Avenue Ct. N.W. He is secretary of the homeowners association and stated that the covenants are being maintained. In response to Mayor Wilbert's question regarding failing drainfields, he stated that none have failed recently, and homeowners have been advised how to avoid such a failure. There are no vacant lots in the subdivision.

The public hearing was closed at 7:29 p.m.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of the November 9, 1998 City Council meeting.
2. Correspondence / Proclamations – Informational.  
Proclamation – A Salute to Peter Stanley and His Tides Tavern Crew on Their 25<sup>th</sup> Anniversary
3. Approval of Payment of Bills for 11/23/98:  
Checks #21364 through #21452 in the amount of \$136,389.68.

**MOTION:** Move to approve the consent agenda, including the Tides proclamation.  
Ekberg/Owel – unanimously approved.

**OLD BUSINESS:**

1. Second Reading of Ordinance – 1999 Budget Ordinance. Dave Rodenbach presented the ordinance, with the change of Property Acquisition Fund to \$1,875,000; reflecting a total budget of \$19,225,501. There were also 4 changes in the salary schedule; a result of non-police employee guild contract negotiation.

**MOTION:** Move to adopt Ordinance No. 807, with the corrections in regard to the Property Acquisition Fund in the amount of \$1,875,000, and the Budget total of \$19,225,501; also corrections be adopted in regard to the salary schedule change as shown in attachment A.  
Picinich/Ekberg -

**AMENDED MOTION:** To amend the budget to include the \$1,000 funding request for SBAC pursuant to the request by the Chamber Executive Director.  
Markovich/Picinich.

Councilmembers Ekberg, Owel and Dick expressed concern with the timeliness and appropriateness of the request. The amended motion was withdrawn and the original motion was restated.

Unanimously approved.

It was requested that staff present the request for the SBAC at the next meeting for Council approval.

2. Application for Chamber of Commerce membership. Mark Hoppen, City Administrator, requested that the application issue be brought back to the table.

**MOTION:** To remove from the table and bring back for discussion the request for Chamber membership.  
Ekberg/Owel - unanimously approved.

Councilmember Dick expressed hesitation to join membership as an entity, for the propriety of fairness. Councilmember Markovich remarked that membership does not mean you give up your ideas, and recognizes the vital work the Chamber does for the community. The staff obviously feels that we need membership to more fully participate in the Chamber. He feels strongly that the City and Chamber should work closely together. Councilmember Ekberg is not in favor of spending the taxpayers' money on membership. Councilmember Owel prefers to consider requests of individuals to become members, rather than join it as an entity. No motion was made on this subject.

3. First Reading of Ordinance - Re-enactment of the Hotel-Motel Tax. Dave Rodenbach presented an ordinance increasing the Hotel/Motel Tax to the full 7 per cent for one day only, in order to grandfather the amount, if needed in the future; then revert to 4 percent, which is the current rate. Staff recommends this action so that we may have the ability to raise the tax, although there is no legal precedent to assure the reliability of this action. If we do not raise the tax, the County could act before December 31 and do so.

Marie Sullivan. She is on the Lodging Tax Committee and is not in favor of raising the tax, even temporarily. She feels that the County is not going to consider the Lodging Tax again, saying she was told that the issue would not come before the County Council again, and that there is no reason to raise the tax.

This ordinance will return for a second reading.

### **NEW BUSINESS:**

1. Hogan Sewer Request.
2. Roland and Roland Sewer Request. Mark Hoppen presented requests by Wayne and Sharon Hogan and by Roland and Roland Real Estate to connect to the City sewer. Carol Morris, City Attorney suggested that we add language to our Sewer Extension Agreement which would protect the City in the case of a building moratorium.

**MOTION:** To approve the sewer extension agreements with Roland and Roland and Hogan in the Purdy area, providing the dates are appropriate and the language recommended by Counsel be added.

Markovich/Owel – unanimously approved.

3. Kimball Drive Sanitary Sewer Improvements. Wes Hill, Public Works Director, recommended that sewer improvements on Kimball Drive be made because of several maintenance problems and other deficiencies. In response to an advertisement for bids, four proposals were received. Cromwell Commercial, Inc. was low bidder.

**MOTION:** To award the contract for construction of the Kimball Drive Sanitary Sewer Improvements to Cromwell Commercial, Inc. in accordance with their bid of \$155,417.90.

Markovich/Picinich – unanimously approved.

4. First Reading of Ordinance - Fairway Estates Annexation. The first reading of the ordinance approving the Fairway Estates Annexation was made. This ordinance will return for a second reading.

**PUBLIC COMMENT/DISCUSSION:**

Gig Harbor Tree Lighting – on Saturday, December 5, 1998, 6:00 p.m.  
Winterfest for Birds – December 19, 1998, 11 a.m. – 3 p.m. at City Park.

**COUNCIL COMMENTS:** None.

**STAFF REPORTS:**

1. Mitch Barker, Police Chief - GHPD – October Stats. Besides presenting October statistics, he elaborated on search warrants made outside of our area, for several drug sale operations at our local high schools. When asked about the increase in auto accidents, he indicated that the majority of them were around the Pt. Fosdick/Olympic Drive area.
2. Mark Hoppen, City Administrator. He has been in contact with Peninsula School District and will be setting up a meeting between the District and the appointed councilmembers to discuss School Impact Fees after the Thanksgiving holiday.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:40 p.m.  
Owel/Ekberg - unanimously approved.

Cassette recorder utilized:  
Tape 509 Side B 054 - end.  
Tape 510 Entire Tape.  
Tape 511 Side A 000 – 067.

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Mayor

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City Clerk





PIERCE COUNTY TASK FORCE ON ALCOHOL / DRIVING  
8611 South Tacoma Way / Building # 2 / Tacoma, Washington 98499 / (206) 591-7202

RECEIVED

NOV 16 1998

CITY OF GIG HARBOR

November 12, 1998

Hon. Gretchen Wilbert  
Mayor of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Dear Mayor Wilbert;

This winter holiday season marks Pierce County's 15th annual DUI Emphasis Patrol coordinated by the Law Enforcement Committee of the Tacoma/Pierce County Task Force on Alcohol/Driving. Lieutenant Dan Eikum of the Washington State Patrol is in charge of planning and implementing this year's efforts.

The Task Force's annual winter holiday DUI Emphasis Patrols involve law enforcement agencies throughout Pierce County working in a coordinated effort to deter impaired driving in order to prevent senseless deaths and injuries. **The dates of this year's emphasis will be December 4th & 5th, December 11th & 12th, December 18th & 19th, December 24th, December 25th & 26th and December 31st.**

All of Pierce County's law enforcement agencies, the military bases and the Washington State Patrol have been invited to participate in the 1998 Winter Holiday DUI Emphasis Patrols. Last year, in Pierce County, 25% of all traffic fatalities were alcohol related, down from 42% in 1996. We are progressing in our campaign to reduce the incidence of drinking and driving, but it takes a continuous effort as new drivers begin driving on our roadways, and as old messages begin to fade.

**We would like to invite you to the 1998 Holiday DUI Emphasis Patrol Press Conference. It is being held on Thursday, December 3rd, at 11 a.m. We will be doing a mock DUI crash at the Executive Inn at Fife. Participants will be local elected officials.** Other invitees include representatives from all the law enforcement agencies, legislators, city and county council members, and the media. This will provide a wonderful opportunity to show your support of the work done to diminish the numbers of impaired drivers on our roadways.

The Tacoma/Pierce County Task Force on Alcohol/Driving would also like to ask you to play a part in the awareness campaign by **issuing proclamations from your jurisdiction.** The added prestige of your support would help impact our citizens on the seriousness of intoxicated driving.

Please find enclosed a sample of the proclamation. If you decide to participate, please send a copy of the signed proclamation to this office at 8811 South Tacoma Way, Tacoma, WA 98499.

Thank you for your time and cooperation, and we wish you a happy and safe holiday season.

Sincerely,

  
Sheri Badger

DUI Task Force Program Coordinator

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS*, traffic crashes are the leading cause of death for children, adolescents, and young adults in the United States; and

*WHEREAS*, alcohol is involved in nearly half of all traffic fatalities; and

*WHEREAS*, in 1996, alcohol related traffic collisions in Pierce County resulted in 31 fatalities and 1,290 injuries; and

*WHEREAS*, the Tacoma/Pierce County Task Force on Alcohol/Driving, formed by the Pierce County Executive and the City of Tacoma Mayor, is educating the public about the gravity of the problem of drinking and drugged driving and may convince alcohol and drug users to refrain from driving; and

*WHEREAS*, the winter holiday season is a particularly appropriate time to focus local and national attention on this critical problem as more drivers are on the roads, more social functions are attended, and more traffic collisions occur; and

*WHEREAS*, December, 1998 has been declared National Drunk and Drugged Driving Prevention month;

*NOW, THEREFORE*, be it resolved by Gretchen A. Wilbert, Mayor of the City of Gig Harbor, that the month of December, 1998 is designated as

## ***DRUNK AND DRUGGED DRIVING PREVENTION MONTH***

In Gig Harbor, and that all citizens of Gig Harbor observe the occasion in fitting ways.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of December, 1998.

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

\_\_\_\_\_  
Date



*Gig Harbor Municipal Court*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-7808

November 24, 1998

The Honorable Gretchen Wilbert  
Mayor City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Re: Gig Harbor Municipal Court

Dear Mayor Wilbert:

It is with very mixed feelings that I formally advise you that I must resign my position as the judge for the city of Gig Harbor effective at the close of business on December 31, 1998. As you know I have had the honor of serving as the judge for the City since 1984 (and as a pro tem for the court as early as 1980). I have learned much and benefited personally and professionally by the relationships that have developed over the years.

The opportunity for me to serve in the full time position as one of the judges for the Kitsap County District Court was a difficult one for me to undertake. The campaign for election was new to me and extremely stressful for my family, my law firm, and most certainly for the employees of the municipal court.

I will do my best over the next month to make the transition as easy as I can. Because the laws relating to driving under the influence charges are changing dramatically effective January 1, 1999, I will be spending substantial time preparing new court forms and procedures. Other administrative decisions should more properly await the appointment of a new judge. For a brief period, the panel of skilled pro tem judges that we have established will be able to handle the day-to-day business of the court. However, I encourage a new appointment as soon as possible. Delay might cause great difficulties.

Change, however, will be good. It is an opportunity that I know will benefit the continued professional development of the municipal court and staff. As I have told you, I would be pleased and honored to be called upon in any capacity to help with the transition.

November 24, 1998  
Page 2

Again, I thank you, the council, city employees and especially my court staff for many years of personal and professional fellowship and goodwill.

SINCERELY,



MARILYN G. PAJA

cc: Mark Hoppen  
Catherine Washington  
Paul Nelson



**Environmental Services**

Gravelly Lake Plaza  
9116 Gravelly Lake Drive S.W.  
Tacoma, Washington 98499-3190  
(253) 798-4050 • FAX (253) 798-4637  
putilities@co.pierce.wa.us

December 7, 1998

Mayor Gretchen S. Wilbert  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Dear Mayor Wilbert:

Enclosed is the Winter 1998 edition of *Waste Reducers*, Pierce County Solid Waste Division's newsletter, which is being sent to Pierce County single-family homes beginning this week.

Topics included in the Winter issue of the *Waste Reducers* include:

- Christmas tree recycling
- Holiday waste reduction tips
- Revised holiday recycling/trash pick-up schedule
- Where to find information about debris cleanup after a severe storm
- Information about the closure of the Hidden Valley Landfill on December 31, 1998, and longhaul disposal changes
- Classroom Programs offered through the Solid Waste Division
- Important, clip-and-save recycling phone numbers

At this time of the year, we particularly want to remind residents of our Christmas tree recycling program, sponsored by all municipalities, the military bases and the haulers. Our Solid Waste Information Line (253-798-4115) and our website ([www.co.pierce.wa.us/treecycle](http://www.co.pierce.wa.us/treecycle)) includes all of the curbside and drop-off site alternatives listed on the enclosed flyer. These flyers have been distributed throughout the county to local Christmas tree farms, fire districts, libraries, and to all cities and towns.

If you would like more newsletters or Christmas tree recycling flyers to distribute in your public information area, please call our office at (253) 798-2179.

Happy Holidays,

R. Marty Erdahl  
Solid Waste Manager

Cors/S01556.RME





December 4, 1998

RECEIVED

THE HONORABLE  
Gretchen Wilbert, Mayor  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

DEC 7 1998  
CITY OF GIG HARBOR

  
Dear Mayor Wilbert:

**RE: COMPOSITION OF THE PIERCE TRANSIT BOARD OF COMMISSIONERS**

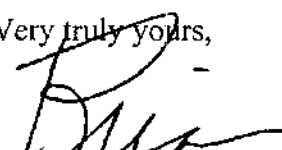
In accordance with RCW 36.57A.055, a review of the composition of the governing body of Pierce Transit is to be held every four years. This review is scheduled for January 7, 1999, at 10 a.m. at Pierce Transit, 3701 - 96<sup>th</sup> Street S.W., Tacoma, Washington.

State law requires that designated representatives of the county and cities within the boundaries of Pierce Transit are to review the composition of the Board of Commissioners. If deemed appropriate at such review meeting, the composition of the Board of Commissioners of Pierce Transit may be changed. Present representation on the Board consists of the following:

- 2 members, selected by the Pierce County Council
- 3 members, selected by the Tacoma City Council
- 1 member, selected by the Lakewood City Council
- 1 Representative for the 14 Small Cities/Towns

If you elect to participate in this review, please submit the name of your designated elected representative to the Pierce Transit Clerk of the Board by Monday, January 4, 1999. The majority of those present at the review shall constitute a quorum at the meeting. Should you have any questions in regard to this meeting, please do not hesitate to contact Sandy Byers, Pierce Transit Clerk of the Board, at (253) 581-8012.

Very truly yours,

  
Brian Ebersole, Chairman  
Board of Commissioners

cc: Board of Commissioners  
Don S. Monroe, Executive Director  
Tom Wolfendale, General Counsel  
Sandy Byers, Clerk of the Board  
City/Town Clerk

3701 96th Street S.W. P.O.Box 99070 Tacoma, Washington 98499-0070 253-581-8080 FAX 253-581-8075

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 19990228

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MARCO'S RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 0000	074950	BEER/WINE REST - BEER/WINE
2	WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MIMI'S PANTRY 7707 PIONEER WAY GIG HARBOR WA 98335 0000	078350	GROCERY STORE - BEER/WINE
3	GLENN JR, NOLAN F GLENN, KYONG SUE	THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000	078190	BEER/WINE REST - BEER/WINE

RECEIVED

DEC - 7 1998

CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on FEBRUARY 28, 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 in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and FEBRUARY 28, 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

MAYOR OF GIG HARBOR  
3105 JUDSON ST  
GIG HARBOR

WA 983350000

RECEIVED  
DEC - 7 1998  
CITY OF GIG HARBOR





*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: PLANNING-BUILDING DEPT., RAY GILMORE**  
**SUBJECT: PUBLIC HEARING--FAIRWAY ESTATES ANNEXATION (SECOND READING OF ORDINANCE)**  
**DATE: DECEMBER 9, 1998**

### **BACKGROUND/INTRODUCTION**

In July of this year, the City Council accepted a 10% petition from the Fairway Estates Subdivision, thereby allowing the petitioners to proceed with annexation to the City. The petitioners submitted a 60% petition to the City in September. The Pierce County Assessor certified the petition for the Fairway Estates annexation in October.

### **POLICY ISSUES**

The annexation area was included in the City's Urban Growth Area in 1997 and was designated low-density residential in the City of Gig Harbor Comprehensive Plan (Gig Harbor Ordinance 756). Zoning for the area was established in 1998 (Gig Harbor Ordinance 795) as R-1 (Low-density residential).

### **FISCAL IMPACT**

Inter-departmental review indicates that annual revenues would exceed expenditures by \$23,684. However, a preliminary review of public facilities requirements indicates that there could be substantial improvement costs. These are as follows:

Point Fosdick Avenue Improvements	\$110,000
36 <sup>th</sup> Street Improvements	\$ 61,000
Internal Roads	\$ 70,000
Storm Water Mgmt. Improvements	Unknown
Traffic Light	\$125,000
<hr/>	
<b>Total future improvements</b>	<b>\$366,000</b>

A detailed report ("Notice of Intent to Annex") as required by the Pierce County Boundary Review Board is attached for Council's review.

### **RECOMMENDATION**

This is the second reading of the ordinance. The Council may take final action at this time.

ANNEXATION WORKSHEET

**RECEIVED**  
CITY OF GIG HARBOR

**OCT 30 1998**

**Annexation Name** Fairway Estates

PLANNING AND BUILDING  
SERVICES

<u>Required Data</u>	<u>Source</u>	<u>Current</u>	<u>1999</u>	<u>Future Costs</u>
Property Valuation	est. \$250,000 per parcel	\$ 10,032,000	\$ 10,332,960	
Population	98	98	98	
Households	# of parcels = 41	41	41	
Miles of Street	9/10 mile	-	-	
Cumulative Growth	3%			

<u>Estimated 1999 Revenue (98 rates)</u>	<u>Basis</u>	<u>Rate</u>	
General Property Taxes	\$1000 valuation	\$1.6000	\$ 16,533
State Shared Taxes	Per capita	\$60.00	5,880
Real Estate Excise Taxes	assume 2 sales per year	0.5%	2,500
Storm Drainage Fees	Households	\$43.20	1,771
City Taxes		5%	8,000
<b>Total</b>			<b>\$ 34,684</b>

<u>Estimated Annual Expenditures</u>		
Street Maintenance	Mile of streets	\$ 11,000
<b>Total</b>		<b>11,000</b>

**Estimated revenue Over Estimated Expenditures** **\$ 23,684**

<u>Future Improvements:</u>	
Point Fosdick Road	\$ 110,000
36th Street	61,000
Internal Roads	70,000
Storm Improvements - (residential structures and landscaping block internal easements)	unknown
Traffic Light	125,000
<b>Total Future Improvements</b>	<b>\$ 366,000</b>

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE FAIRWAY ESTATES ANNEXATION, GIG HARBOR FILE NO. ANX 98-01, PURSUANT TO THE DIRECT PETITION METHOD SET FORTH IN CHAPTER 35A.14 RCW; REQUIRING SAID PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND BASIS AS THE OTHER PROPERTY WITHIN THE CITY; AND FIXING THE EFFECTIVE DATE OF SAID ANNEXATION.**

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WHEREAS, a Notice of Intent to Annex 20 acres of property, commonly known as Fairway Estates, more particularly described in Exhibit "A" (Legal Description), attached hereto and incorporated herein, was signed by owners of ten percent (10%) in value, according to assessed valuation for general taxation of the property for which annexation is sought, and was received by the City on July 13, 1998; and

WHEREAS, the City Council met with the petitioners/owners within sixty (60) days of receive of said notice of intent to annex; and

WHEREAS, the City Council did adopt Resolution No. 521 authorizing circulation of a Petition for Annexation to be signed by owners of not less than sixty percent (60%) in value according to the assessed valuation for general taxation for the property for which annexation is sought, requiring that said property be assessed and taxed at the same rate and basis as other property within the City, and said petition referencing Ordinance 686 which established a zoning of Low Density Residential (R-1) for the area; and,

WHEREAS, the Petition for Annexation was subsequently received by the City and certified by the Pierce County Assessor on October 6, 1998 as legally sufficient, and as containing the signatures of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property described in Exhibit "A"; and

WHEREAS, the property described in Exhibit "A" and proposed to be annexed is contiguous with the City's boundaries, within the City's Urban Growth Area established by Pierce

County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City Council held a public hearing on November 23, 1998, to consider the Petition for Annexation, which hearing was held pursuant to proper notice, during which hearing the Council determined that the proposed annexation was a logical extension of the City's corporate limits; that said property should be annexed to the City; that the property should be required to assume its pro rata share of bonded indebtedness, be assessed and pay taxes at the same rate and on the same basis as other property within the City; and

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

Section 1. The real property commonly known as the Fairway Estates, City File No. ANX 98-01, more particularly described in Exhibit "A", should be and is hereby annexed and made a part of the City of Gig Harbor.

Section 2. Pursuant to the terms of the Annexation Petition, all property within the territory annexed hereby shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

Section 3. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by this section upon the effective date of the annexation.

Section 4. The Gig Harbor City Clerk hereby declares the property described in Exhibit "A", which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 5. 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.

Section 6. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and the property shall be deemed annexed to the City five (5) days after approval by the Pierce County Boundary Review Board.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK:                      November 19, 1998  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Gig Harbor, Washington

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On the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE FAIRWAY ESTATES ANNEXATION, GIG HARBOR FILE NO. ANX 98-01, PURSUANT TO THE DIRECT PETITION METHOD SET FORTH IN CHAPTER 35A.14 RCW; REQUIRING SAID PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND BASIS AS THE OTHER PROPERTY WITHIN THE CITY; AND FIXING THE EFFECTIVE DATE OF SAID ANNEXATION.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

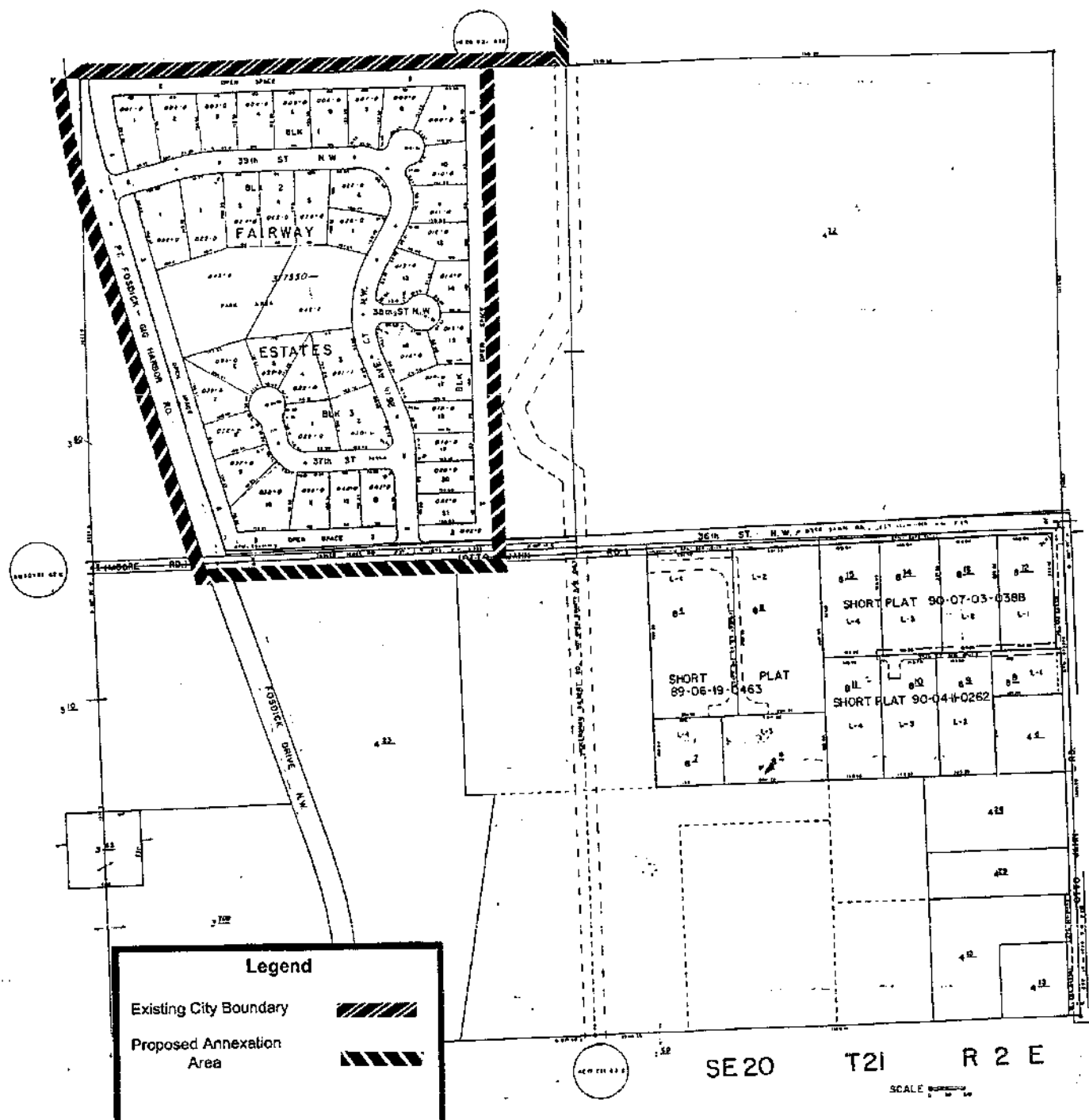
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MOLLY TOWSLEE, CITY CLERK

LEGAL DESCRIPTION  
FAIRWAY ESTATES ANNEXATION  
EXHIBIT A

1 A TRACT OF LAND IN SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.,  
2 MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT WHICH  
3 IS S 02° 12' 31" E, 1277.34' FEET, AND N 87° 27' 40" W, 1540.00' FEET, FROM THE EAST  
4 QUARTER SECTION CORNER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2  
5 EAST, W.M., TO THE TRUE POINT OF BEGINNING. THAT POINT BEING A 2" BRASS  
6 CAP SET IN CONCRETE, HENCE THE TRUE POINT OF BEGINNING, THENCE N 02° 13'  
7 04" W, 1285.47' FEET, ALONG THE EAST LINE, THENCE 1091.34' FEET, S 87° 49' 00"  
8 W, ALONG THE NORTH LINE, THENCE SOUTHEASTERLY ALONG THE CURVE,  
9 HAVING A CENTRAL ANGLE OF 8° 06' 32" LEFT, AND A RADIUS OF 2861.21' FEET,  
10 AN ARC DISTANCE OF 404.97' FEET, WITH A CHORD OF S 13° 29' 20" E, 404.61' FEET  
11 TO THE END OF THE CURVE, THENCE S 17° 32' 35" E, 957.63' FEET, THENCE N 87°  
12 27' 40" E, 759.17' FEET, THENCE N 2° 13' 04" W, 30.00' FEET TO THE TRUE POINT OF  
13 BEGINNING, TOGETHER WITH POINT FOSDICK-GIG HARBOR ROAD AND 36<sup>TH</sup>  
14 STREET N.W. ABUTTING THE ABOVE DESCRIBED PROPERTY.

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25  
26



SECTION  
SE 20


TOWNSHIP  
21 N


RANGE  
2 E

ROAD 3  
SCHOOL 401  
E.P.D. NE 5

SCALE  
1" = 40'

**Legend**

Existing City Boundary 

Proposed Annexation Area 

SE 20 T21 R 2 E

SCALE



**DRAFT**

**REPORT TO THE PIERCE COUNTY BOUNDARY REVIEW BOARD  
NOTICE OF INTENT TO ANNEX  
City of Gig Harbor  
Proposed Annexation: ANX 98-01  
Fairway Estates Annexation**

**SECTION I: BACKGROUND/MAPS**

1. Proposed Annexation: As established pursuant to RCW 35A.14.120, The City of Gig Harbor proposes to annex approximately 20 acres of property located at the southern-most boundary of the city UGA. The property is generally described as being bordered on the west by Point Fosdick Drive NW, on the south by 36<sup>th</sup> Avenue NW, on the east by Madrona Links Golf Course and on the north by Quail Run Subdivision.

The Gig Harbor City Council adopted Resolution No. 521, with findings, to consider the annexation petition.

2. Ordinance: RESERVED
3. Compliance with the State Environmental Policy Act: In accordance with RCW 43.21C.222. Annexations to cities or towns are exempt from SEPA compliance.
4. Legal Description: A copy of the legal description is attached as Exhibit "A".
5. Maps

The following maps are submitted:

- A. Pierce County Assessor's Parcel Map of the annexation area, reduced to 8 ½ X 14.
- B. City/Annexation Boundary, 8 ½ X 14.
- C. Water Purveyor/District (Not Included in the City of Gig Harbor Comprehensive Water Plan, 1993).
- D. Sewer service lines (City of Gig Harbor Comprehensive Sewer Plan, 1993).

**SECTION II: FACTORS STATED IN RCW 36.93.170**

# DRAFT

## 1. Overview

### A. Population and Territory

The total acreage proposed for annexation is 20 acres, with 0.9 miles of public road right-of-way. There are 41 parcels with 40 single family residential dwelling units within the subject territory. The total estimated population is 98.

### B. Population Density

With approximately 98 people living in an area of 20 acres proposed for annexation, the population density/acre is 4.9 persons per acre, gross. Based upon PSRC data, (@ 2.47 persons per household), the density is 2 dwelling units per acre. The area is effectively built-out to its maximum potential.

### C. Assessed Valuation

The assessed valuation for the entire annexation area is \$10,032,000. With a current estimated population of 98 people, this yields a per capita assessed valuation of \$102,367. This represents a per capita valuation approximately 2.4 times higher than the Pierce County average.

## 2. Land Area and Land Use

### A. Present Land use (in acres) within the subject area is as follows:

Commercial	--	0
Residential	--	20
Light Industrial	--	0
Public Roads/Right-of-Way	--	0
Undeveloped/Vacant	--	0

### B. Proposed Land Use:

Commercial	--	0
Residential	--	20
Light Industrial	--	0
Public Roads/Right-of-way	--	0

## 3. Comprehensive Use Plan and Zoning

# DRAFT

## A. Pierce County Comprehensive Plan/Development Regulations:

The Pierce County Comprehensive Plan (November 1994) establishes this site as MSF (Medium density single family). Allowable densities under the Pierce County Zoning Code are 4-6 dwelling units per acre. The Pierce County Zoning Atlas designates the site as MSF.

## B. City of Gig Harbor Comprehensive Plan/Zoning Regulations:

The City of Gig Harbor Comprehensive Plan identifies the site as low-density residential (3-4 dwelling units per acre)

The City zoning for this area has been established as R-1 (Single Family Residential), with a base density of 3 dwelling units per acre.

## 4. Planning Data

A. Revenue/Expenditures. Total incremental costs for the annexation area are described in the attached worksheet provided by the Finance Department.

- 1) Estimated City Expenditures: The City's expenditures will be approximately **\$11,000** per year during the first full year after annexation. Over the near term, it is estimated that future city expenditures for the annexation area would total **\$366,000** (see attached worksheet). This would include:

Point Fosdick Avenue Improvements	\$110,000
36 <sup>th</sup> Street Improvements	\$ 61,000
Internal Roads	\$ 70,000
Storm Improvements	Unknown
Traffic Light	\$125,000

- 2) Estimated City Revenues

Currently, the assessed valuation is \$10,032,000 and the regular property tax rate is \$1.60 per \$1000 of valuation for estimated property tax revenues of **\$16,533 per annum**.

The State shares various revenues with cities based on population. At \$60 per capita, the estimated revenue would be **\$5,880 (1998)**.

# DRAFT

Estimated revenues from City charges for Storm Drainage fees is **\$1,771**.

Real estate excise taxes (assuming two sales per year) from the area are estimated to be **\$2,500 per annum**.

Estimated City utility taxes (5%) is **\$8,000** per annum.

Total estimated revenues in the full year following annexation are **\$34,684**. Estimated revenue over expenditures is **\$23,684** per year.

- 3) **Estimated County Revenues Lost:** The County will continue to receive its regular property taxes but will lose road tax revenues when the City begins to receive property taxes, as explained above. The County Road Tax rate is \$2.2096 per \$1000 of valuation for a total of \$ 22,160 per year. The County charges \$10 per year for Surface Water Management, for an estimated total of \$5000, which will be lost at the same time as property taxes. The County does not charge a utility tax. Total identified revenue losses to the County are approximately \$27,160
- 4) **Estimated County Expenditure Reduction:** The County's level of service in the expenditure areas analyzed above are lower than the City's. No reduction in Police expenditures or administrative staff is anticipated. The reduction in surface water maintenance expenditures is estimated to be comparable to the related revenues of \$5000. Also, identified future potential improvements to Point Fosdick Drive, 36<sup>th</sup> Street NW, internal road systems and a traffic light would total \$366,000. The total estimated expenditure reduction to the county would be \$371,000.

## B. Services

### 1) Water

The water service to the area proposed for annexation is currently being provided by Harbor Water, a privately-owned water company. The area is not included in the City of Gig Harbor's Comprehensive Water System Plan Update (December 1993). Municipal water is not proposed for this area.

### 2) Sanitary Sewer

The area is currently served by on-site septic systems. Municipal sewer is currently provided to the commercial areas to the north.

# DRAFT

## 3) Fire Service

No change from present. Service is provided by Pierce County Fire District #5.

## 5. General

A. ULID No. 2 was formed in 1989 and principally serves the business properties and limited residential development north of the annexation area.

B. Topography, Natural Boundaries, Drainage Basins and proximity to other population areas.

The topography of the subject area slopes to the south and southwest at 10-15%. No natural wetlands have been identified within the annexation area. The community swimming pool does not qualify as a natural wetland.

C. Estimated Growth for the Next Ten Years

The annexation area is effectively built-out. The population for the area is considered stable.

D. Municipal or community services relevant to this proposal.

Currently, the Pierce County Library system manages a branch on Point Fosdick Drive. Library services will not change as a result of the annexation. There are not any public parks facilities within the annexation area.

E. Evaluation of the present services to the area and estimate of future needs and costs.

### Sanitary Sewer

The site is served by on-site septic systems. Should City of Gig Harbor sewer be requested, sewer service lines (consistent with the City of Gig Harbor Comprehensive Sewer Plan) could be extended south to the site. The costs would be borne by the benefited population. This area is not currently included within the Comprehensive Sewer Plan.

### Water

The City of Gig Harbor does not provide potable water to this area as the

# DRAFT

## Streets

The site is bordered by two public streets (Point Fosdick Avenue and 36<sup>th</sup> Street NW). The internal road system is public. 36<sup>th</sup> Street NW has been identified in the draft Environmental Impact Statement for the Narrows Bridge Corridor project as a likely interchange area for access to and from SR-16. The City Public Works Department has reported that several improvements would be needed for both fronting streets, including a traffic light at 36<sup>th</sup> and Point Fosdick. Estimated costs for future transportation improvements are \$366,000.

## Storm Water Management

It is unknown at this time what, if any, storm water improvements would be required. Currently, there are residential structures and landscaping which block internal storm drainage easements.

## Police

No additional staff is anticipated .

## Planning-Building

No additional staff is anticipated .

## Administration: Finance

No additional staff is anticipated.

## Public Works Department

No additional staff is anticipated.

6. Factors considered pursuant to RCW 36.93.180 (in order, as stated).
  - A. The proposed annexation could result in improved services to the area *from the municipality*. Annexation to the City is a reasonable extension of the City boundaries and is within the City's Urban Growth Area (UGA). The proposed boundaries so derived preserve natural neighborhoods.
  - B. The proposed annexation area is served by two principal streets which receive "comparatively" moderate to heavy use: Point Fosdick Drive NW provides principal access to SR-16, the

# DRAFT

commercial/retail core to the north and residential developments south of the commercial core. It links directly with Olympic Drive NW to the north and is also a principle linkage to SR-16. The south boundary of the annexation area is accessed by 36<sup>th</sup> Street NW, which turns into Otto Jahn Road approximately ¼ mile east of the annexation area. Otto Jahn Road provides access to SR-16 to the south .

- C. The annexation area represents the southern-most boundary of the UGA and is a reasonable expansion of the city's corporate limit.
- D. The proposed boundary is a reasonable extension of the city limits and uses existing roads and parcel features as determinants of the annexation area. It is also entirely within the City's designated Urban Growth Area and, under the Growth Management Act, is a legitimate extension of the city's corporate boundary.
- E. Not applicable. Gig Harbor is the only incorporated city on the Gig Harbor Peninsula.
- F. Not applicable. The proposal does not result in the dissolution of inactive special purpose boundaries.
- G. The boundaries so defined are aligned with the City's UGA. The new city boundary would encapsulate all of the UGA within this area.
- H. For the reasons identified in A thru D, above, the area is urban in character or is urbanizing, it is adjacent to a City which has the services available to provide urban types and intensity of uses and it is appropriate to consider this area as a part of the City of Gig Harbor due to its proximal location.
- I. The area proposed for annexation is not characterized by long-term resource or agricultural production. This area has not been identified either by Pierce County or the City of Gig Harbor as agricultural or resource lands pursuant to the Growth management Act. There are not any identified natural wetlands on the site.

## 7. Utility/Local Services

# DRAFT

- A. Sanitary Sewer: The area to the north is served by the City of Gig Harbor municipal waste water treatment plant through a ten-inch gravity main which lies north of the Olympic interchange area. The annexation area utilizes on-site septic systems for sewage disposal.
- B. Water: The area is currently served by Harbor Water, a privately owned water company. City water service is not proposed for this area.
- C. Fire Protection: The area is served by Pierce County Fire District #5 (FD 5). The FD 5-1 station is located on Kimball Drive, which is approximately 1.5 miles from the center of the proposed annexation area. Station FD 5-2 is located south of the annexation area, approximately 0.75 miles distance. FD 5 estimates a response time of 3-4 minutes to this area. FD 5 is served by 43 personnel and has a full complement of emergency equipment including medic-aid service.
- D. Schools: The area is served by the Peninsula School District (Peninsula 401). Harbor Heights Elementary School (36th Street NW) and Goodman Middle School (38th Avenue NW) are located immediately outside of and west of the annexation area. These would not be affected by the annexation.
- E. Pierce County Library System maintains a branch at 4424 Point Fosdick Drive NW. No change in service is anticipated as a result of the annexation.





*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT CITY COUNCIL**  
**FROM: DAVID RODENBACH**  
**DATE: DECEMBER 7, 1998**  
**SUBJECT: RE-ENACTMENT OF THE HOTEL – MOTEL TAX**

#### **BACKGROUND**

The first reading of this ordinance was November 23. At that time we recommended a temporary hotel – motel tax increase to 7 percent and a subsequent reduction to 4 percent in order to preserve our future ability to impose this tax. Since then the Pierce County Council has decided to reconsider a proposal to raise the tax to 7 percent in unincorporated areas of the county. The County Council is scheduled to reconsider this issue on December 15. If the County increases the tax to 7 percent, this rate would apply to lodging within Gig Harbor.

#### **POLICY CONSIDERATIONS**

The Lodging Tax Advisory Committee and the lodging industry in unincorporated Pierce County prefer to leave the current rate charged to customers unchanged.

The City can take this opportunity to increase the hotel-motel tax rate to 7 percent. This would ensure the City's future relative to this tax if the County does decide to pass a tax increase. If the County doesn't increase the county hotel – motel tax then the City could lower the tax to a rate equivalent to that in the County.

#### **FINANCIAL CONSIDERATIONS**

1998 hotel-motel tax revenues generated by the Gig Harbor lodging industry are expected to be \$60,000.

#### **RECOMMENDATION**

Staff recommends enactment of a basic hotel-motel tax rate of 2% and a special hotel-motel tax rate of 5%.

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING A SPECIAL EXCISE TAX OF SEVEN PERCENT ON THE SALE OR CHARGE MADE FOR THE FURNISHING OF LODGING BY ANY HOTEL, ROOMING HOUSE, TOURIST COURT, MOTEL OR TRAILER CAMP, AND THE GRANTING OF ANY SIMILAR LICENSE TO USE REAL PROPERTY, ESTABLISHING A SPECIAL FUND FOR THE TAX; AND PROVIDING PENALTIES FOR NON-PAYMENT OF THE TAX AND VIOLATION OF THE REQUIREMENTS OF THE TAX.

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WHEREAS, RCW 67.28.180, provides that cities are authorized to levy and collect a special excise tax not to exceed two percent on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, RCW 67.28.181(2)(a), provides that cities are authorized to levy and collect an additional special excise tax not to exceed the percentage that the City was authorized to levy and collect prior to July 27, 1997; and

WHEREAS, prior to July 27, 1997, the City of Gig Harbor was authorized to levy and collect an additional special excise tax not to exceed five percent pursuant to RCW 67.28.182; and

WHEREAS, RCW 67.28.1815, provides that such tax shall be levied only to pay all or any part of the cost of tourism promotion acquisition of tourism related facilities, or operation of a tourism related facility, and

WHEREAS, the City Council desires to establish and levy such tax for the purposes provided by statute, now, therefore,

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

Section 1. Chapter 3.27 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new section, chapter 3.27 GHMC is hereby adopted to read as follows:

**3.27.010 Adoption of Hotel/Motel Tax**

There is levied a special excise tax of seven percent on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW. The tax imposed under Chapter 82.08 RCW applies to the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, or trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property. It shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same.

**3.27.020 Definitions**

The definitions of "selling price," "seller," "buyer," "consumer," and all other definitions as are now contained in RCW 82.08.010, and subsequent amendments thereto, are adopted as the definitions for the tax levied in this chapter.

**3.27.030 Tax in Addition to Other Taxes and Fees**

The tax levied in this chapter shall be in addition to any license fee or any other tax imposed or levied under any law or any other ordinance of the City; provided, the first two percent of the tax shall be

deducted from the amount of tax the seller would otherwise be required to collect and pay to the Department of Revenue under Chapter 82.08 RCW.

**3.27.040 Special Fund Created for Tourism**

There is created a special fund in the treasury of the City and all taxes collected under this chapter shall be placed in this special fund to be used solely for the purpose of paying all or any part of the cost of tourist promotion, acquisition of tourism related facilities, or operation of tourism related facilities, or to pay for any other uses as authorized in Chapter 67.28 RCW, as now or hereafter amended.

**3.27.050 Department of Revenue to Collect and Administer**

For the purposes of the tax levied in this chapter:

A. The Department of Revenue is designated as the agent of the City for the purposes of collection and administration of the tax.

B. The Department of Revenue follows the administrative provisions contained in RCW 82.08.050 through 82.08.070 and in Chapter 82.32 RCW in the administration and collection of the tax, as well as all rules and regulations adopted by the Department of Revenue for the administration of Chapter 82.08 RCW.

C. The Department of Revenue is authorized to prescribe and utilize such forms and reporting procedures as the Department may deem necessary and appropriate.

**3.27.060 Penalties for Violation**

It is unlawful for any person, firm, or corporation to violate or fail to comply with any of the provisions of this chapter. Every person convicted of a violation of any provision of this chapter shall be punished by a civil penalty in a sum not to exceed

\$500.00. Each day of violation shall be considered a separate offense.

Section 4. 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.

Section 5. A copy of RCW 82.08.010 is attached hereto, pursuant to RCW 35A.12.140.

Section 6. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

---

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

---

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:  
ORDINANCE NO. \_\_\_\_\_

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Gig Harbor, Washington

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On the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING A SPECIAL EXCISE TAX OF SEVEN PERCENT ON THE SALE OR CHARGE MADE FOR THE FURNISHING OF LODGING BY ANY HOTEL, ROOMING HOUSE, TOURIST COURT, MOTEL OR TRAILER CAMP, AND THE GRANTING OF ANY SIMILAR LICENSE TO USE REAL PROPERTY, ESTABLISHING A SPECIAL FUND FOR THE TAX; AND PROVIDING PENALTIES FOR NON-PAYMENT OF THE TAX AND VIOLATION OF THE REQUIREMENTS OF THE TAX.**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

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**CITY CLERK, MOLLY TOWSLEE**



Business	Northwest
Calendar	Op/Ed
Classifieds	Projects
Local	SoundLife
Nation/World	Sports

## County gives a reprieve to Tacoma's tax request

City still hopes for funds for new convention center

**Lisa Kremer and Kim Eckart; The News Tribune**

The Pierce County Council will give a second chance to Tacoma officials who want the county to raise taxes on hotels and motels to help pay for a new \$43.7 million convention center.

Last week, the County Council voted unanimously not to increase the tax on hotels and motels in unincorporated areas to 7 percent from 4 percent. But Tuesday, Councilman Pat O'Malley said he wanted to vote on the proposal again because he was not convinced it would hurt the county's innkeepers.

O'Malley said in an interview later that Tacoma officials hadn't made their pitch to the county to raise the tax, and he wanted to give them another chance.

Councilwomen Jan Shabro and Sarah Casada voted against bringing the issue up again at the council's Dec. 15 meeting; they were overruled by other members on a voice vote.





"This gives the opportunity for the city and the county to sit down and talk about the big picture - not just whether the county should be funding the convention center, but about the hotel-motel tax in general and their role in the Visitor and Convention Bureau."

City Manager Ray Corpuz said that last week, the city hadn't realized the issue was before the County Council until the afternoon of the vote. He said city officials would press their case with the county this time.

County Council members said Tuesday that if city officials cared about the tax, they should have talked to them about it.

"I was in favor of it to begin with," said Councilman Harold Moss, a former Tacoma mayor. But, he said, "Nobody came to speak for it, except one person from the Visitor and Convention Bureau."

Councilman Ken Madsen opposes raising taxes on rural motels to help build a Tacoma center. But he said he's willing to reconsider raising the tax because the county might be able to use it to benefit hotels and motels in unincorporated Pierce County.

- - -

\* Staff writer Lisa Kremer covers Pierce County. Reach her at 253-597-8658 or by e-mail at [lak@p.tribnet.com](mailto:lak@p.tribnet.com)





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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER** *MB*  
**SUBJECT: BOATING SAFETY PROGRAM AGREEMENT**  
**DATE: NOVEMBER 24, 1998**

#### **INFORMATION/BACKGROUND**

Pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis. A portion of these fees are distributed to counties providing approved boating safety programs. Under WAC 352-65-30, such counties are responsible for disbursing a portion of this funding to municipalities with approved boating safety programs. The WAC provides no set guidelines for distribution, other than to require "equitable" distribution of the funds. Gig Harbor has a state approved boating safety program and has received a portion of the state funding for the past four years. We are eligible for a portion of this funding for the 1999 budget year.

#### **FISCAL IMPACTS**

Once again, while we do not agree with the County distribution formula, we are pragmatic enough to agree our only option is to sign the agreement and accept our share of the funding, \$8,018.25. If we do not sign the agreement, we receive none of the state boating safety funds.

#### **RECOMMENDATION**

Staff recommends that Council authorize the Mayor to sign the Boating Safety Agreement as submitted.

**CITY OF GIG HARBOR  
BOATING SAFETY PROGRAM AGREEMENT**

This agreement, entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY), witnesses that:

**WHEREAS**, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington counties that have approved boating safety programs; and

**WHEREAS**, the COUNTY has an approved boating safety program; and

**WHEREAS**, the 1997 annual distribution of vessel registration fees in the amount of \$181,420.47 has been received by the COUNTY; and

**WHEREAS**, pursuant to WAC 352-65-30, the legislative authority of each county with an approved boating safety program will be responsible for equitable distributing funds allocated by the state treasurer to local jurisdictions with approved boating safety programs within the county; and

**WHEREAS**, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the COUNTY and receive and maintain State Park's approval for the boating safety program; and

**WHEREAS**, the CITY has received State approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the COUNTY; and

**WHEREAS**, the COUNTY and the CITY desire to enter into a cooperative agreement;

**NOW, THEREFORE**, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356-65-040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating safety funding.
2. The City agrees to operate its boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this Agreement.

3. The City agrees to submit an annual report of activities performed and participate in statewide boating surveys as required by State Parks. Additionally, in accordance with WAC 352-65-060, an annual program assessment and report of activities of the local jurisdiction boating safety program will be made by State Parks in order to insure the integrity of the program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is \$8,018.25. The County agrees to deliver to the City a Treasurer's check in that amount.
5. No changes or additions shall be made to this Agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
6. The laws of the State of Washington shall govern this contract. The parties stipulate that any lawsuit regarding this contract must be brought in Pierce County, Washington.
7. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provision of this Agreement shall remain in full force and effect.
8. This Agreement shall take effect upon the signature of both parties and shall remain in effect until September 1, 1999 unless sooner extended by written agreement of the parties.

**GIG HARBOR:**

**PIERCE COUNTY:**

Signature \_\_\_\_\_

\_\_\_\_\_  
Pierce County Sheriff

Date: \_\_\_\_\_

\_\_\_\_\_  
Prosecuting Attorney





*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** *DR*  
**DATE: DECEMBER 9, 1998**  
**SUBJECT: 1999 TAX LEVY ORDINANCE**

### **INTRODUCTION**

This is the first reading of an ordinance amending ordinance number 805 which set the 1999 property tax levy. The County has required this amendment to be submitted by December 18, 1999.

### **BACKGROUND**

Due to changes in tax data provided by the assessor's office, the City's 1999 tax levy ordinance must be changed. In our original ordinance we identified a 6% levy increase of \$292,092. Based upon new information our requested 1999 levy is a \$0.00 and 0% increase over 1998.

After the budget was passed, the County Assessor's office increased the City's assessed valuation to \$620,210,401. Due to this increase the City has the option to increase the regular tax levy to \$992,337.

If the City decides to stay with the already approved levy of \$981,109, the levy rate will decrease from \$1.60 to \$1.58 per \$1,000 of assessed valuation.

The City's 1999 budget was built using a 1999 levy of \$981,109. The current budget meets the anticipated requirements of the City in 1999; therefore staff does not recommend an increase to the levy.

### **RECOMMENDATION**

Staff recommends adoption of this ordinance pursuant to GHMC section 1.08.020, which allows for passage of an ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council.

**CITY OF GIG HARBOR**

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1999.**

**WHEREAS**, the City Council of the City of Gig Harbor attests that the City population is 6,350; and

**WHEREAS**, the City Council of the City of Gig Harbor have properly given notice of the public hearing held October 29, 1999 to consider the City's General Fund revenue sources for the 1999 calendar year, pursuant to RCW 84.55.120; and

**WHEREAS**, the City Council of the City of Gig Harbor has considered the city's anticipated financial requirements for 1999, and the amounts necessary and available to be raised by ad valorem taxes on real and personal property,

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

Section 1.     **PREVIOUS LEVY REPEALED.** Ordinance No. 805, passed by the City Council on November 9, 1998, is hereby repealed.

Section 2.     **REGULAR LEVY.** The ad valorem tax general levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 1999, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$620,210,401. Taxes levied upon this value shall be:

The 1998 property tax for collection in 1999 is \$981,109, which is an increase of \$0.00 and 0%, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property.

Section 3.     **EXCESS LEVY.** The ad valorem tax excess levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 1999, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$612,105,398. Taxes levied upon this value shall be:

Approximately \$0.1634 per \$1000 assessed valuation, producing an estimated amount of \$100,000 for 1987 Sewer Construction General Obligation Bonds Debt Service.



Section 4. This ordinance shall be certified by the city clerk to the clerk of the board of county commissioners/council and taxes hereby levied shall be collected and paid to the Finance Director of the City of Gig Harbor at the time and in a manner provided by the laws of the state of Washington for the collection of taxes.

Section 5. This ordinance was passed pursuant to GHMC section 1.08.020, which allows for passage of an ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council.

Section 6. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five(5) days after the date of its publication.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this \_\_ day of \_\_, 1999.

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

ATTEST:

\_\_\_\_\_  
Molly Towslee  
City Clerk

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





*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** *DR*  
**DATE: DECEMBER 8, 1998**  
**SUBJECT: STORM DRAINAGE RATE INCREASE**

### **INTRODUCTION**

This is the first reading of an ordinance increasing monthly storm drainage fees.

### **BACKGROUND**

It is necessary to increase the storm drainage fees to reflect the increased costs of constructing and maintaining the City's storm drainage system.

### **FINANCIAL**

The monthly service charge is currently \$3.60 per month or \$43.20 per year. This ordinance will increase storm fees to \$7.20 per month or \$86.40 per year. With this increase the Storm Sewer Fund should operate without annual operating transfers from the General Fund.

### **RECOMMENDATION**

Staff recommends adoption of this ordinance after second reading.

**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY STORM DRAINAGE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF STORM DRAINAGE SERVICES, AMENDING GIG HARBOR CODE SECTION 14.10.050, TO BE EFFECTIVE BEGINNING FEBRUARY 1, 1999.**

**WHEREAS**, it is necessary to increase the storm drainage service rates and charges to reflect the increased costs of providing those services and to maintain a viable storm drainage system;

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

Section 1. Section 14.10.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**14.10.050 Service charge rates.** In accordance with the basis for a rate structure set forth in GHMC 14.10.020 and 14.10.030, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

- A. For all detached single-family residences and mobile homes (one equivalent billing unit), the monthly service charge shall be ~~\$3.60~~ ~~seven dollars and twenty cents (\$7.20)~~
- B. Those developed properties that are riparian to the harbor or Puget Sound from which storm and surface waters flow directly into the harbor or Puget Sound, without the aid of any watercourse or natural or artificial drainage facilities, and all developed properties with city-approved detention facilities will be billed at one equivalent billing unit.
- C. Duplexes shall be charged at 1.5 equivalent billing units for the two units.
- D. For all other developed property within the boundaries of the utility, except as set forth in GHMC 14.10.060, the monthly service charge shall be ~~\$3.60~~ ~~seven dollars and twenty cents (\$7.20)~~ multiplied by the number of equivalent billing units determined by the utility to be contained in such parcel pursuant to GHMC 14.10.030.

Storm Drainage Rate Ordinance  
Page 2

Section 2. This ordinance shall be in full force and take effect February 1, 1999 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this \_\_\_\_ day of January, 1999.

APPROVED:

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Gretchen A. Wilbert, Mayor

ATTEST:

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Molly Towslee  
City Clerk

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





*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** *DR*  
**DATE: DECEMBER 8, 1998**  
**SUBJECT: SEWER RATE INCREASE**

### **INTRODUCTION**

This is the first reading of an ordinance increasing the monthly sewer service rate.

### **BACKGROUND**

It is necessary to increase the sewer service rates to reflect the increased costs of providing sewage collection and treatment.

### **FINANCIAL**

Currently, the single family sewer rate for 1000 CF for one month is \$26.15. With the proposed 5 percent increase this rate would be \$27.45. This increase is expected to increase existing sewer revenues by approximately \$40,000.

### **RECOMMENDATION**

Staff recommends adoption of this ordinance after second reading.

**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES, AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025, TO BE EFFECTIVE BEGINNING FEBRUARY 1, 1999.**

**WHEREAS**, it is necessary to raise sewer service rates and charges to meet the increasing cost of providing sewage collection and treatment services;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS:**

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.10 Sewer Rates.**

A. The monthly sewer service rate shall be set at the following amounts:

<b>Customer Class</b>	<b>Customer Base Charge (per month)</b>	<b>Commodity Charge (per ccf)</b>	<b>Minimum Charge (per month)</b>
Residential	<del>\$4.85</del> \$5.10	<del>\$2.13</del> \$2.24	<del>\$15.50</del> \$16.28
Multi-Family Residential (per living unit)	<del>2.86</del> 3.01	<del>2.13</del> 2.24	<del>11.38</del> 11.95
Commercial/School (per billing unit)	<del>9.09</del> 9.55	<del>2.13</del> 2.24	<del>45.48</del> 46.26

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Section 2. Section 13.32.015 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.015 Sewer Rates – Community Systems.** The monthly sewer service rates for community systems shall be set at the following amounts:

<b>Customer Class</b>	<b>Monthly Charge</b>
Penn Thicket System	<del>\$118.14/system</del> \$124.05/system
Shore Crest System	<del>\$16.17/living unit</del> \$16.98/system



Section 3. Section 13.32.020 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.020 Non-metered uses.** Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:

<u>Nonmetered Customer Class</u>	<u>Monthly Charge</u>	
Residential	\$19.76/unit	<del>\$20.75/unit</del>
Multifamily residential	15.64/living unit	<del>16.43/living unit</del>
Commercial	41.04/billing unit	<del>43.10/billing unit</del>

Section 4. Section 13.32.025 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.025 Sewer Rates – Community systems using flow meters.**

<u>Customer Class</u>	<u>Customer Base Charge (per month)</u>	<u>Commodity Charge (per ccf)</u>	<u>Minimum Charge (per month)</u>
Residential	<del>\$4.85</del> \$5.10	<del>\$2.13</del> \$2.24	<del>\$19.76</del> \$20.75
Multi-Family Residential	<del>2.86</del> 3.01	<del>2.13</del> 2.24	<del>15.74</del> 16.53
Commercial	<del>9.09</del> 9.55	<del>2.13</del> 2.24	<del>41.04</del> 43.10

Section 5. This ordinance shall be in full force and take effect February 1, 1999 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this \_\_\_ day of January, 1999.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Molly Towslee  
City Clerk

Sewer Rate Ordinance #  
Page 3

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



*City of Gig Harbor. The "Maritime City"*

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GIG HARBOR, WASHINGTON 98335  
(253) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH** *DR*  
**DATE: DECEMBER 8, 1998**  
**SUBJECT: CUSTODIAL AGREEMENT**

### **INTRODUCTION**

The attached contract is a custodial agreement that employs Vining-Sparks IBG, Limited Partnership as custodian for securities purchased by the City.

### **BACKGROUND**

The City's investment policy requires City investments to be placed with a third party custodian rather than with the broker/dealer from whom the security was purchased.

Under this agreement Vining-Sparks will:

- Hold designated securities in the City's name
- Collect all interest payments and credit same to the City's account
- Present for payment all securities held in the account which are called, redeemed or retired or otherwise become payable and all coupons and other income items which call for payment upon presentation
- Credit all cash received for benefit of the City to the City's account.

Either party with 90 days prior notice may terminate this agreement. Also, the City may simply place securities with another custodian, if we are unhappy with the current agreement.

### **FINANCIAL**

The minimum monthly fee is \$25.00.

### **RECOMMENDATION**

Staff recommends approval of the attached contract.

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## VINING-SPARKS IBG, LIMITED PARTNERSHIP CUSTODIAN AGREEMENT

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AGREEMENT dated as of \_\_\_\_\_, 199\_\_, between VINING-SPARKS IBG, LIMITED PARTNERSHIP ("Custodian") and \_\_\_\_\_ ("Customer").

1. Employment of Custodian. Customer hereby employs Custodian as custodian of all assets of Customer which are delivered to and accepted by Custodian (the "Property") pursuant to the terms and conditions set forth herein. Without limitation, such Property shall include stocks and other equity interests of every type, evidences of indebtedness, other instruments representing same or rights or obligations to receive, purchase, deliver or sell same and other non-cash investment property of Customer that is acceptable for deposit ("Securities") and cash from whatever source and in whatever currency ("Cash"). Custodian shall not be responsible for any property of Customer held or received by Customer or others and not delivered to and accepted by Custodian or any of its Subcustodians (as that term is defined in Section 4 below) as hereinafter provided.

2. Account. Custodian agrees to establish and maintain one or more Accounts on its books in the name of Customer (collectively, the "Account") for any and all Property consisting of Securities from time to time received and accepted by Custodian or any of its Subcustodians for the account of Customer. Any and all Property consisting of Cash from time to time received and accepted by Custodian or any of its Subcustodians for the account of Customer shall be credited to the Account on the books of Custodian. Custodian shall have the right, in its sole discretion, to refuse to accept any Property that is not in proper form for deposit for any reason. Customer acknowledges its responsibility as a principal for all of its obligations to Custodian arising under or in connection with this Agreement, notwithstanding that it may be acting on behalf of other persons, and warrants its authority to deposit in the Accounts any Property received therefor by Custodian or its Subcustodian and to give, and authorize others to give, instructions relative thereto pursuant to the terms of this Agreement. Customer further agrees that Custodian shall not be subject to, nor shall its rights and obligations under this Agreement or with respect to the Accounts, be affected by, any agreement between Customer and any other person.

Custodian shall hold, keep safe and protect as custodian for the Account, on behalf of Customer, all Property in the Accounts. All transactions involving the Property shall be executed or settled solely in accordance with Instructions (as that term is defined in Section 8), except that until Custodian receives Instructions to the contrary, Custodian will (subject to the provisions of the next paragraph relating to Securities issued outside of the United States and collections of income in a currency other than United States dollars):

- (a) collect all interest and dividends and all other income and payments, whether paid in cash or in kind, on the Property, as the same become payable and credit the same to the Account;
- (b) present for payment all Securities held in the Account which are called, redeemed or retired or otherwise become payable and all coupons and other income items which call for payment upon presentation to the extent that Custodian is actually aware of such opportunities and credit the cash received to the Account;
- (c) (i) exchange Securities where the exchange is purely ministerial (including, without limitation, the exchange of temporary securities for those in definitive form and the exchange of warrants, or other documents of entitlement to securities, for the Securities themselves); and (ii) when notification of a tender or exchange offer (other than ministerial exchanges described in (i) above) is received for the

Account, endeavor to receive Instructions, provided that if such Instructions are not received in time for Custodian to take timely action, no action shall be taken with respect thereto;

- (d) whenever notification of a rights entitlement or a fractional interest resulting from a rights issue, stock dividend or stock split is received for the Account and such rights entitlement or fractional interest bears an expiration date, if after endeavoring to obtain Instructions such Instructions are not received in time for Custodian to take timely action, sell in the discretion of Custodian (which sale Customer hereby authorizes Custodian to make) such rights entitlement or fractional interest and credit the Account with the net proceeds of such sale;
- (e) execute in Customer's name for the Account, whenever Custodian deems it appropriate, such ownership and other certificates as may be required to obtain the payment of income from the Property;
- (f) appoint brokers and agents for any of the ministerial transactions involving the Securities described in (a) - (e), including, without limitation, affiliates of Custodian or any Subcustodian; and
- (g) pledge Securities for the benefit of Customer, only upon Instructions of Customer, utilizing the pledge account services of The Bank of New York as Subcustodian.

Unless Customer provides Custodian with a contrary Instruction (see Exhibit D hereto), Custodian shall have the authority to invest idle Cash in Custodian's possession for Customer in any of the money market funds used by Custodian for the investment of cash, including 12b-1 funds, and Custodian may receive administration fees from a fund sponsor. Unless authority is withheld, any cash balance of \$1 or more will automatically be invested, on a daily basis, in a money market fund selected by Custodian. Specifically, an order to purchase shares of or make a deposit into the money market fund will be placed (x) in the case of available cash resulting from the proceeds of Securities sales, on the next business day after settlement date, and (y) in the case of available Cash resulting from non-trade credits (i.e., receipt of dividend or interest payments, deposited in cash into the Account) on the business day after receipt by Custodian. All shares purchased or monies deposited pursuant to these procedures will begin earning dividends on the business day after the order is placed. A purchase order or deposit will not be entered until free credit balances or cash in the form of federal funds become available to Custodian. Dividends earned on money market fund shares will be reinvested daily in such shares.

Notwithstanding the foregoing and any Instructions received in connection therewith, with respect to Securities issued outside of the United States, Custodian shall not assume any responsibility with respect to coupon payment, redemption, exchanges, or similar matters affecting such Securities, and its duties hereunder shall be limited to the safekeeping of such Securities only. Collections of income in foreign currency are, to the extent possible, to be converted into United States dollars as soon as practicable, and in effecting such conversions Custodian may use such methods or agencies as it may see fit, including the facilities of its own foreign division (if any), at customary rates.

Custodian shall deliver, subject to Section 7 below, any and all Property in the Account in accordance with Instructions and, in connection therewith, Customer will accept delivery of Securities of the same class and amount in place of those contained in the Account.

3. Records, Ownership of Property and Statements. The ownership of Property, whether held by Custodian or a Subcustodian or in a Securities System (as that term is defined in Section 4) in which Custodian participates, shall be clearly recorded on Custodian's books as belonging to the Accounts and not for Custodian's own interest. Custodian shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions for the Accounts. All accounts, books and records of Custodian relating thereto shall be open, upon reasonable notice from Customer to the Custodian, to inspection and audit at all reasonable times during normal business hours by any person designated in writing by Customer.

Subject to the election of Customer as hereinafter provided, Custodian will supply to Customer from time to time, as mutually agreed upon, a statement in respect to any Property in the Accounts held by Custodian or by a Subcustodian. In the absence of the filing in writing with Custodian by Customer of exceptions or objections to any such statement, and in such case or upon written approval of Customer of any such statement, such statement shall be presumed to be correct for all purposes with respect to all information set forth therein.

4. Subcustodians and Securities Systems. Customer authorizes and instructs Custodian to hold the Property in the Accounts in custody accounts which have been established by Custodian with (a) a U.S. bank or trust company or branch thereof located in the U.S. (individually, a "Subcustodian"), or (b) a U.S. securities depository or clearing agency or system in which Custodian or a Subcustodian participates (individually, a "Securities System"). Custodian shall select in its sole discretion the entity or entities in the custody of which any of the Securities may be so maintained or with which any Cash may be so deposited. Custodian may, at any time in its discretion, terminate the employment of any Subcustodian or Securities System.

5. Holding of Securities, Nominees, etc. Securities in the Account which are held by Custodian or any Subcustodian may be held by such entity in the name of Customer, in Custodian's or Subcustodian's own name, in the name of Custodian's or Subcustodian's nominee, or in bearer form. Securities which are held by a Subcustodian or are eligible for deposit in a Securities System as provided above may be maintained with the Subcustodian or the Securities System in an account for Custodian's or Subcustodian's customers. Custodian or Subcustodian, as the case may be, may combine certificates representing Securities held in the Account with certificates of the same issue held by it as fiduciary or as a custodian. In the event that any Securities in the name of Custodian or its nominee or held by one of its Subcustodians and registered in the name of such Subcustodian or its nominee are called for partial redemption by the issuer of such Security, Custodian may, subject to the rules or regulations pertaining to allocation of any securities depository in which such Securities have been deposited, allot, or cause to be allotted, the called portion to the respective beneficial holders of such class of security in any manner Custodian deems to be fair and equitable.

6. Proxies, etc. If Custodian shall receive any proxies, notices, reports or other communications relative to any of the Securities in the Account, Custodian shall as soon as practicable transmit to Customer, or notify Customer of the receipt of, such proxies, notices, reports or other communications. Neither Custodian nor its nominees or agents shall vote upon or in respect of any of the Securities in the Account, execute any form of proxy to vote thereon, or give any consent or take any action (except as provided in Section 2) with respect thereto except upon the receipt of Instructions relative thereto.

7. Settlement Procedures.

(a) The proceeds from the sale or exchange of Securities will be credited and the cost of such Securities purchased or acquired will be debited to the Account in accordance with applicable industry standards. Settlement and payment for Securities received for the Account and delivery of Securities maintained for the Account may be effected in accordance with the customary or established securities trading or securities processing practices and procedures in the jurisdiction or market in which the transaction occurs, including, without limitation, delivering securities to the purchaser thereof or to a dealer therefor (or an agent for such purchaser or dealer) against a receipt with the expectation of receiving later payment for Securities from such purchaser or dealer. Custodian shall not be liable for any loss which results from effecting transactions in accordance with the customary or established securities trading or securities processing practices and procedures in the applicable jurisdiction or market.

(b) Custodian shall not be required to comply with any Instructions to settle the purchase of any securities for the Account, unless there are sufficient immediately available funds in the Account, provided that if, after all expenses, debits and withdrawals ("Debits") applicable to the Account have been made and if after all Conditional Credits, as defined below, applicable to the Account have been made final entries as set forth in (d) below, the amount of immediately available funds in such Account is at least equal to the aggregate purchase price of all securities for which Custodian has received Instructions to settle on that date ("Settlement Date"), Custodian, upon settlement, shall credit the Securities to the Account by making a final entry on its books and records.

(c) Notwithstanding the foregoing, if after all Debits applicable to the Account have been made, there remains outstanding any Conditional Credit applicable to the Account or the amount of immediately available funds in such Account are less than the aggregate purchase price of all securities for which Custodian has received Instructions to settle on the Settlement Date, Custodian, upon settlement, may provisionally credit the Securities to the Account by making a conditional entry on its books and records ("Conditional Credit"), pending receipt of sufficient immediately available funds in the Account.

(d) If, within a reasonable time after the posting of a Conditional Credit and after all Debits applicable to the Account have been made, immediately available funds at least equal to the aggregate purchase price of all securities subject to a Conditional Credit on a Settlement Date are deposited into the Account, Custodian shall make the Conditional Credit a final entry on its books and records. In such case, Customer shall be liable to Custodian only for late charges at a rate mutually agreed upon in writing by Custodian and Customer.

(e) If (i) within a reasonable time from the posting of a Conditional Credit, immediately available funds at least equal to the resultant Debit on a Settlement Date are not on deposit in the Account, or (ii) any Proceeding shall occur, Custodian may sell such of the Securities subject to the Conditional Credit as it selects in its sole discretion and shall apply the net proceeds of such sale to cover such Debit, including related late charges, and any remaining proceeds shall be credited to the Account. If such proceeds are insufficient to satisfy such debt in full, Customer shall continue to be liable to Custodian for any shortfall. Custodian shall make the Conditional Credit a final entry on its books as to the Securities not required to be sold to satisfy such Debit. Pending payment in full by Customer of the purchase price for Securities subject to a Conditional Credit, and Custodian's making a Conditional Credit a final entry on its books, Customer shall have no security entitlement and, unless consented to by Custodian, no right to give further Instructions in respect of Securities subject to a Conditional Credit. Custodian shall have the sole discretion to determine which Securities shall be deemed to have been paid for by Customer out of funds available in the Account. Any listing on a report to Customer of Securities which are subject to a Conditional Credit shall be deemed for informational purposes only and such Securities shall not be deemed finally credited to the Account; accordingly, such Conditional Credit may be reversed (any corresponding Debit shall be canceled) by Custodian unless and until Custodian makes a final entry on its books crediting such Securities to the Account. "Proceeding" shall mean any insolvency, bankruptcy, receivership, reorganization or similar proceeding relating to Customer, whether voluntary or involuntary.

(f) Customer agrees that it will not use the Account to facilitate the purchase of securities without sufficient funds in the Account (which funds shall not include the proceeds of the sale of the purchased securities).

(g) If Custodian in its sole discretion advances funds hereunder or there shall arise for whatever reason an overdraft in an Account (including, without limitation, overdrafts incurred with the settlement of securities transaction, funds transfers or foreign exchange transactions) or if Customer is for any other reason indebted to Custodian, Customer agrees to repay Custodian on demand the amount of the advance, overdraft or indebtedness plus accrued interest at a rate ordinarily charged by Custodian to its institutional custody customers.

8. Instructions. "Instructions" means instructions from Customer in respect of any of Custodian's duties hereunder which have been received by Custodian at its address set forth in Section 13 below from an Authorized Person authorized by Customer to give the particular class of Instructions in question or from a person reasonably believed by Custodian to be such an Authorized Person (i) in writing (including, without limitation, facsimile transmission, telex, or any other method whereby Custodian is able to verify with a reasonable degree of certainty the identity of the sender of such communication or the sender is required to provide a password or other identification code); (ii) by an oral communication (whether in person, by telephone or otherwise); or (iii) upon receipt of such other form of instructions as Customer may from time to time authorize in writing and which Custodian agrees to accept. Instructions in the form of oral communications shall be confirmed by Customer by tested telex or writing in the manner set forth in clause (i) above, but the lack of such confirmation shall in no way affect any action taken by Custodian in reliance upon such oral instructions prior to Custodian's receipt of such confirmation, or cause Custodian to be liable for relying upon such oral communications.

An "Authorized Person" means such one or more person or persons as Customer shall have from time to time authorized to give the particular class of Instructions in question and whose name, signature and office address have been filed with Custodian in a Certificate of Authorized Persons in the form attached hereto as **Exhibit B** (or such other form of authorization as Custodian may reasonably require) which contains a specimen signature of such person and designates the class of instructions which such person is authorized to give to Custodian. Custodian shall have the right to assume, in the absence of written notice to the contrary from Customer, that any Authorized Person whose name is on file with Custodian pursuant to this Section has been authorized by Customer to give the Instructions in question and that such authorization has not been revoked. Customer agrees to furnish Custodian a new Certificate of Authorized Person in the event of any change in the then present Authorized Persons. Until a new Certificate is received, Custodian may act upon and conclusively rely on, without any liability to Customer or any other person or entity for any losses resulting therefrom, any Instructions reasonably believed by it to be furnished by a present Authorized Person.

9. Standard of Care. Custodian shall be responsible for the performance of only such duties as are set forth herein or contained in Instructions given to Custodian which are not contrary to the provisions of this Agreement. Custodian will use reasonable care with respect to the safekeeping of Securities in the Account and in carrying out its obligations under this Agreement. So long as and to the extent that it has exercised reasonable care, Custodian shall not be responsible for the title, validity or genuineness of any Property or other property or evidence of title thereto received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon, and may conclusively rely on, without liability for any loss resulting therefrom, any notice, request, consent, certificate or other instrument reasonably believed by it to be genuine and to be signed or furnished by the proper party or parties, including, without limitation, Instructions, and shall be indemnified by Customer for any losses, damages, costs and expenses (including, without limitation, the fees and expenses of counsel) incurred by Custodian and arising out of action taken or omitted with reasonable care by Custodian hereunder or under any Instructions. Custodian shall be liable to Customer for any act or omission to act of any Subcustodian to the same extent as if Custodian committed such act itself. With respect to a Securities System or a Foreign Subcustodian, Custodian shall only be responsible or liable for losses arising from employment of such Securities System or Foreign Subcustodian caused by Custodian's own failure to exercise reasonable care. In the event of any loss to Customer by reason of the failure of Custodian or its Subcustodian to utilize reasonable care, Custodian shall be liable to Customer to the extent of Customer's actual damages at the time such loss was discovered without reference to any special conditions or circumstances. In no event shall Custodian be liable for any consequential or special damages, lost profits or loss of business. Custodian shall be entitled to rely, and may act, on advice of counsel (who may be counsel for Customer) on all matters and shall be without liability for any action reasonably taken or omitted pursuant to such advice.

Without limiting the generality of the foregoing, Custodian shall not be obligated to (a) inquire into and shall not be liable for any losses incurred by Customer or any other person as a result of the receipt or acceptance of fraudulent, forged or invalid Securities, or Securities which are otherwise not freely transferable or deliverable without incumbrance in any relevant market, (b) take action to collect any amount payable on Securities in default, or if payment is refused after due demand and presentment, (c) inquire into, make recommendations, supervise, or determine the suitability of any transaction affecting any Account, or (d) perform any duties or responsibilities not specifically set forth in this Agreement. Custodian is authorized to supply any information regarding the Accounts which is required by any law, regulation or rule (including regulations or rules of self-regulatory organizations) now or hereafter in effect.

In the event Customer utilizes any means of electronic communication to Custodian, Customer shall be fully responsible for the security of Customer's transmission device, access thereto and the proper and authorized use thereof and the initiation and application of continuing effective safeguards and Customer agrees to defend, indemnify Custodian and hold Custodian harmless from and against any and all liabilities, losses, damages, costs, including attorneys' fees and every other expense of every nature incurred by Custodian as a result of any improper or unauthorized use of such device by Customer or by others on Customer's premises.

All collections of funds or other property paid or distributed in respect of Securities in the Account, including funds involved in third-party foreign exchange transactions, shall be made at the risk of Customer. Subject to the exercise of reasonable care, Custodian shall have no liability for any loss occasioned by delay in the actual receipt of



notice by Custodian or by its Subcustodian of any payment, redemption or other transaction regarding Securities in the Account in respect of which Custodian has agreed to take action as provided in Section 2 hereof. Custodian shall not be liable for any loss resulting from, or caused by, acts of governmental authorities (whether de jure or de facto), including, without limitation, nationalization, expropriation, and the imposition of currency restrictions; acts of war, terrorism, insurrection or revolution; strikes or work stoppages; the inability of a local clearing and settlement system to settle transactions for reasons beyond the control of Custodian; hurricane, cyclone, earthquake, volcanic eruption, nuclear fusion, fission or radioactivity or other acts of God.

Custodian shall have no liability in respect of any loss, damage or expense suffered by Customer, insofar as such loss, damage or expense arises from the performance of Custodian's duties hereunder by reason of Custodian's reliance upon records that were maintained for Customer by entities other than Custodian prior to Custodian's employment under this Agreement.

Except as otherwise provided herein, Customer agrees to indemnify and hold harmless Custodian from and against any and all costs, expenses, damages, liabilities or claims (including reasonable attorneys' and accountants' fees) ("Losses") incurred by or asserted against Customer or Custodian arising out of Custodian's action or inaction under this Agreement. This indemnity shall be continuing obligation of Customer, its successors and assigns.

The provisions of this Section shall survive termination of this Agreement.

10. Fees and Expenses. Customer agrees to pay to Custodian such compensation for its services pursuant to this Agreement as may be mutually agreed upon in writing from time to time and Custodian's out-of-pocket or incidental expenses in connection with the performance of this Agreement, including (but without limitation) legal and accounting fees. The initial fee schedule is set forth in **Exhibit A** attached hereto. Such fees will not be abated by, nor shall Custodian be required to account for, any profits or commissions received by Custodian in connection with its provision of custody services under this Agreement. Customer hereby agrees to hold Custodian harmless from any liability or loss resulting from any taxes or other governmental charges, and any expense related thereto, which may be imposed, or assessed with respect to any Property in the Accounts and also agrees to hold Custodian, its Subcustodians, and their respective nominees harmless from any liability as a record holder of Property in the Accounts. Custodian is authorized to charge the Account and any other account of Customer with Custodian for such items. The provisions of this Section shall survive the termination of this Agreement.

11. Customer Ownership of Securities; Security Interest. Customer represents and warrants to Custodian that either Customer owns the Securities in the Account free and clear of all liens, claims, security interests and encumbrances (except those granted herein), or if the Securities are owned beneficially by others, Customer has the right to pledge such Securities to the extent necessary to secure Customer's and the beneficial owner's obligations hereunder, free of any right of redemption or prior claim by the beneficial owner. Custodian's security interest pursuant to this Section shall be a first lien and security interest subject to no setoffs, counterclaims or other liens prior to or on a parity with it in favor of any other party (other than specific liens granted preferred status by statute), and Customer shall take any and all additional steps which Custodian requires to assure itself of such priority and status, including notifying third parties or obtaining their consent to Custodian's security interest. With respect to Accounts established in the name of third parties, Customer represents and warrants to Custodian that Customer has been duly authorized to enter into and perform all transactions contemplated hereby and to take actions and give Instructions with legal and binding effect upon such third parties and their respective Accounts.

In order to secure repayment of Customer's and each third party's obligations to Custodian hereunder, Customer hereby pledges and grants to Custodian a continuing lien and security interest and right of set-off against, all of Customer's right, title and interest in and to (a) all Accounts in Customer's name and the Property now or hereafter held in such Accounts (including proceeds thereof), (b) each Account in respect of which or for whose benefit the advance, overdraft or indebtedness relates and the Property now or hereafter held in such Accounts (including proceeds thereof) and (c) any other property at any time held by it for the account of Customer. In this regard, Custodian shall be entitled

to all the rights and remedies of a pledgee under common law and a secured party under the Tennessee Uniform Commercial Code and any laws or regulations then in effect.

12. Amendment, Modification, Etc. No provisions of this Agreement may be amended, modified or waived except in writing signed by the parties hereto. No waiver of this Agreement may be amended, modified or waived except in writing signed by the parties hereto/ No waiver of any provision hereto shall be deemed a continuing waiver unless it is so designated. No failure or delay on the part of either party in exercising any power or right under this Agreement operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right.

13. Termination. This Agreement may be terminated by Customer or Custodian by ninety (90) days' notice to the other, provided that the notice by Customer shall specify the names of the persons to whom Custodian shall deliver the Securities in the Account and to whom the Cash in the Account shall be paid. If notice of termination is given by the Custodian, Customer shall, within ninety (90) days following the giving of such notice, deliver to Custodian a written notice specifying the names of the persons to whom Custodian shall deliver the Securities in the Account and to whom the Cash in the Account shall be paid. In either case, Custodian will deliver such Securities and pay such Cash to the persons so specified, after payment of any amounts which Custodian determines to be owed to it under Sections 2 and 10. In addition, Custodian may in its discretion withhold from such delivery such Cash and Securities as may be necessary to settle transactions pending at the time of such delivery. If within ninety (90) days following the giving of a notice of terminations by Custodian, Custodian does not receive from Customer a written notice specifying the names of the persons to whom Custodian shall deliver the Securities in the Account and to whom the Cash in the Account shall be paid, Custodian, at its election, may deliver such Securities and pay such Cash to a bank or trust company doing business in the State of New York to be held and disposed of pursuant to the provision of this Agreement, or may continue to hold such Securities and Cash until a written notice as aforesaid is delivered to Custodian, provided that Custodian's obligations shall be limited to safekeeping. Notwithstanding the foregoing, if the reason for termination of this Agreement by Custodian is the failure of Customer to pay the fees and expenses which Customer is required to pay hereunder, the aforesaid ninety (90) day periods may, in Custodian's discretions, be shortened to thirty (30) days, with notice thereof to Customer.

14. Notices. Except as otherwise provided in this Agreement, all requests, demands or other communications between the parties or notices in connection herewith (a) shall be in writing, hand delivered or sent by registered mail, telex or facsimile addressed to the respective addresses for Custodian and Customer set forth on the signature page of this Agreement, or at such other address as shall have been furnished by the receiving party pursuant to the provisions hereof, and (b) shall be deemed effective when received, or, in the case of a telex, when sent to the proper number and acknowledged by a proper answer back.

15. Governing Law, Successors and Assigns. This Agreement shall be governed by the law of the State of Tennessee and shall not be assignable by either party, but shall bind the successors in interest of Customer and Custodian.

16. Publicity. Customer shall furnish to Custodian at its address referred to in Section 14 above, prior to any distribution thereof, copies of any material prepared for distribution to any persons who are not parties hereto that refer in any way to Custodian or this Agreement. Customer shall not distribute or permit the distribution of such materials if Custodian reasonably objects in writing within ten (10) business days (or such other time as may be mutually agreed) after receipt thereof. The provisions of this Section shall survive the termination of this Agreement.

17. Arbitration; Submission to Jurisdiction. Customer and Custodian agree that all controversies which may arise between the parties concerning any transaction or construction, performance, or breach of this or any other agreement between them pertaining to securities and other property, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted pursuant to the Federal Arbitration Act and the laws of the State of Tennessee, before the American Arbitration Association, or the National Association of Securities Dealers, Inc., or the Municipal Securities Rulemaking Board and in accordance with

the applicable rules of the selected organization. Customer may elect in the first instance whether arbitration shall be by the American Arbitration Association, or by a Self-Regulatory Organization of which Custodian is a member. However, if Customer fails to make such election by registered letter or telegram addressed to Custodian at Custodian's main address, before the expiration of ten (10) calendar days after the sending by Custodian of a written request (to Customer's then current address per Custodian records) that Customer make such election, then Custodian may make such election. The award of arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered and enforced in any court, state or federal, having jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified, or (iii) Customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

No action, regardless of form, arising out of a transaction or transactions conducted in the Account, may be brought by a customer more than one (1) year after the date that the transaction or transactions occurred in the Account.

Arbitration is final and binding on the parties. The parties are waiving herein their rights to seek remedies in court, including the right to jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of the ruling by the arbitrators is strictly limited. The panel of arbitrators will typically include arbitrators who were or are affiliated with the securities industry.

In the event that a court of competent jurisdiction determines in an unappealable decision that Customer cannot be required to submit disputes under this Agreement to binding arbitration, or if Custodian has resort to a court to enforce the arbitration award, then the terms of this paragraph shall apply. To the extent, if any, to which Customer or any of its respective properties may be deemed to have or hereafter to acquire immunity, on the ground of sovereignty or otherwise, from any judicial process or proceeding to enforce this Agreement or to collect amounts due hereunder (including, without limitation, attachment proceedings prior to judgment or in aid of execution) in any jurisdiction, Customer hereby waives such immunity and agrees not to claim the same. Any suit, action or proceeding arising out of this Agreement may be instituted in any State or Federal court sitting in the City of Memphis, State of Tennessee, United States of America, and Customer irrevocably submits to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding and waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that such suit, action or proceeding was brought in an inconvenient forum. Customer further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified air mail, postage prepaid, to Customer at its address on the signature page hereof or in any other manner permitted by law, such service to become effective upon the earlier of (i) the date fifteen (15) days after such mailing or (ii) any earlier date permitted by applicable law. Both parties agree to waive all rights to a jury trial.

18. Confidentiality. The parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required or requested to be disclosed by any brokerage, bank or other regulatory examiner of Custodian, Customer, or any Subcustodian, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation. The provisions of this Section shall survive the termination of this Agreement.

19. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.

20. Entire Agreement. This Agreement together with any exhibits attached hereto and the Customer Agreement between Customer and Custodian, contains the entire agreement between the parties relating to the subject matter hereof and supersedes any oral statements and prior writings with respect thereto. In the event of any conflict between this agreement and the Customer Agreement, the customer Agreement shall govern.

21. Headings. The headings of the paragraphs hereof are included for convenience of reference only and do not form a part of this Agreement.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. This Agreement shall become effective when one or more counterparts have been signed and delivered by each of the parties hereto.

23. Signature Authorization. Customer Signatories appearing below are duly authorized officers or agents of Customer. Customer will deliver to Custodian a duly executed Secretary's Certificate in the form of **Exhibit C** hereto, or such other evidence of such authorization as Custodian may reasonably require, whether by way of a certified resolution or otherwise.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized signatories to execute this Agreement as of the date first written above.

\_\_\_\_\_  
("Customer")

Customer's address:  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Attn: \_\_\_\_\_

**VINING-SPARKS IBG, LIMITED PARTNERSHIP**  
("Custodian")

Custodian's Address:  
Attn: Kimberly Hooker  
6077 Primacy Parkway  
Memphis, TN 38119

By: Ronald D. Sting  
Name: Ronald D. Sting  
Title: Safekeeping Manager

Date: \_\_\_\_\_

EXHIBIT A

FEE SCHEDULE

(US Custody)

This Exhibit A shall be amended upon delivery by Custodian of a new Exhibit A to Customer and acceptance by Customer and shall be effective as of the date of acceptance by Customer or a date agreed upon between Custodian and Customer.

Account Maintenance Per Position, Per Month	\$ 3
Transaction Fee (Security Deposit/Withdrawal) Inside Trade	10
Physicals	30
Transaction Fee (Security Deposit/Withdrawal) Outside Trade	30
Physicals	30
Pledge/Release of Security	12
Statement of Assets	4
Registration Fee	30
Wire Charge	15
Check Charge	5
Monthly Minimum Fee	25

All out-of-pocket expenses will be charged directly to the Account at the time these expenses are incurred. These costs include, but shall not be limited to, all shipping costs, telegraphic transfer fees, re-registration/transfer fees, postage, insurance, expenses imposed by other agents, etc.

**EXHIBIT B**

**CERTIFICATE OF AUTHORIZED PERSONS**  
**(Customer - Oral and Written Instructions)**

The undersigned hereby certifies that he/she is the duly elected and acting \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
("Customer"), and further certifies that the following officers or employees of Customer have been duly authorized in conformity with Customer's Articles of Incorporation and By-Laws to deliver oral and written Instructions to **VINING-SPARKS IBG, LIMITED PARTNERSHIP** ("Custodian") pursuant to the Custody Agreement between Customer and Custodian dated \_\_\_\_\_, that the footnote next to the name of each person named below reflects any restriction on the ability of each of them to deliver any class of Instructions to Custodian, and that the signatures appearing opposite their names are true and correct:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Restrictions on authority of named individuals to deliver Instructions:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

This certificate supersedes any certificate of authorized individuals you may currently have on file.

\_\_\_\_\_  
Name and Title:  
Date:

**EXHIBIT C**

**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, hereby certify that I am the Secretary of  
[Name of Secretary]  
\_\_\_\_\_, a \_\_\_\_\_ organized under the laws of  
[Customer's Name] [Type of Entity]  
\_\_\_\_\_, [Jurisdiction] ("Customer"), and as such I am duly authorized to, and do hereby, certify that:

1. **Organization, Power and Authority.** Customer is duly organized and existing under the laws of the jurisdiction of its organization, with full power to enter into this Agreement and to perform its obligations hereunder.

2. **Resolutions.** Resolutions have been duly adopted on behalf of Customer, which resolutions (i) have not in any way been revoked or rescinded, (ii) have been in full force and effect since their adoption, to and including the date hereof, and are now in full force and effect, and (iii) are the only corporate proceedings of Customer now in force relating to or affecting the matters referred to therein, including, without limitation, confirming that Customer is duly authorized to enter into a certain custody agreement with **VINING-SPARKS IBG, LIMITED PARTNERSHIP** (the "Agreement"), and that certain designated officers, including those identified in paragraph 3 of this Certificate, are authorized to execute said Agreement on behalf of Customer, in conformity with the requirements of Customer's organizational documents, Bylaws, and other pertinent documents to which Customer may be bound.

3. **Incumbency.** The following named individuals are duly elected (or appointed), qualified, and acting officers of Customer holding those offices set forth opposite their respective names as of the date hereof, each having full authority, acting individually, to bind Customer, as a legal matter, with respect to all matters pertaining to the Agreement, and to execute and deliver said Agreement on behalf of Customer, and the signatures set forth opposite the respective names and titles of said officers are their true, authentic signatures:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: Secretary

I, \_\_\_\_\_ [Name of the Confirming Officer], \_\_\_\_\_ [Title] of Customer, hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, \_\_\_\_\_ [Name of Secretary] is the duly elected Secretary of Customer and that the signature above is his genuine signature.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**

**CUSTOMER INSTRUCTIONS AS TO CASH**

Custodian is hereby authorized and directed to treat all cash received by Custodian on behalf of Customer as follows:

**[PLEASE INDICATE BY CHECK MARK THE ALTERNATIVE SELECTED BY CUSTOMER]**

1. \_\_\_\_\_ **Deposit in money market fund designated by Customer.** Attached to this Exhibit D is a list and a brief description of money market funds used by Custodian for the investment of cash. If Customer selects this alternative, Customer must select from among the listed funds the particular fund into which Customer wishes its cash to be deposited. Prospectuses of all funds listed have been supplied to customer simultaneous with delivery of this Agreement, and Customer acknowledges same by execution of this Agreement.  
**[Please write here the name of the fund selected by the Customer.]**

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_ **Remit to Customer by wire transfer.** **[Please write here wire instructions for remittance of cash to Customer by wire transfer.]** (Name of bank, ABA number, address of bank, account number, name of account holder.)

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_ **Remit to Customer by check.** **[Please write here instructions for remittance of cash to Customer by check.]** (Payee name and address.)

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT E**

**DESCRIPTION OF MONEY MARKET FUNDS**

- PRIMARY FUND:** Invests in obligations of the U. S. Government and its agencies and prime bank obligations whose issuers are rated AAA, AA, or the equivalent, or instruments secured or collateralized by such obligations. The fund does not invest in commercial paper of loan participation.
- U. S. GOVERNMENT FUND:** Invests exclusively in obligations backed by the full faith and credit of the U. S. Government, or instruments secured or collateralized by such obligations.
- U. S. TREASURY FUND:** Invests exclusively in obligations of the U. S. Treasury, such as Treasury bills, and earns income that is exempt from state and local taxes in most states.
- INTERSTATE TAX-EXEMPT FUND:** Invests in municipal obligations whose issuers are rated AAA, AA, or the equivalent and earns income that may be exempt from Federal income taxes.
- PRIMARY INSTITUTIONAL FUND:** Invests in obligations backed by the full faith and credit of the United States Government and its agencies or instrumentalities; deposit type obligations, acceptances and letters of credit of FDIC insured institutions and foreign banks with assets in excess of \$25 billion; short term corporate obligations rated A-1 or the equivalent thereof; other similar high quality short term instruments; and instruments fully collateralized by the foregoing instruments.  
**(MINIMUM INITIAL INVESTMENT \$1 MILLION DOLLARS)**
- U. S. GOVERNMENT INSTITUTIONAL FUND:** Invests in obligations backed by the full faith and credit of the United States Government or obligations collateralized thereby.  
**(MINIMUM INITIAL INVESTMENT \$1 MILLION DOLLARS)**

**SHARES OF THE FUNDS ARE NEITHER GUARANTEED NOR INSURED BY THE U. S. GOVERNMENT.**

**SHARES OF THE FUNDS ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED OR ENDORSED BY ANY BANK, AND THE SHARES ARE NOT FEDERALLY INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE FEDERAL RESERVE BOARD OF ANY OTHER GOVERNMENT AGENCY.**

**THE ABOVE FUNDS PAY THE CUSTODIAN AN ADMINISTRATIVE SERVICES FEE UNDER RULE 12 b-1 OF THE 1940 INVESTMENT COMPANY ACT (SEE PROSPECTUS PROVIDED).**





*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR** *Wes Hill*  
**SUBJECT: ROSEDALE STREET IMPROVEMENTS - CONSULTANT SERVICES**  
**CONTRACT, SUPPLEMENTAL AGREEMENT NO. 1**  
**DATE: DECEMBER 9, 1998**

#### **INTRODUCTION/BACKGROUND**

On September 9, 1997, Council approved a Consultant Services Agreement with the consulting engineering firm Gray & Osborne, Inc. for design services for the Rosedale Street Improvement project. In July 1998, all bids received for the project were rejected considering the amounts each of the bids exceeded budgeted funds and the amounts for comparable projects. The project is included in the recently approved 1999 budget.

The project will be readvertised for bids in February 1999. Prior to advertising, the contract documents need to be updated, including but not limited to revisions to incorporate current Federal-aid and Washington State Department of Transportation (WSDOT) requirements, and minor changes in the project's details. The revised contract documents will be resubmitted to WSDOT for their review and approval prior to reissuing the call for bids.

Staff has negotiated a supplemental agreement with Gray & Osborne, Inc., to prepare the revised contract documents, including response to WSDOT review comments, and provide on-call construction support services.

#### **FISCAL CONSIDERATIONS**

The full amount of the original \$104,183 contract has been expended. The Supplemental Agreement is in the amount of \$11,785, with \$3,785 allocated to modifications of the plans, and specifications, and the remaining amount allocated to optional on-call construction support services. Sufficient funds are available for this work.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Supplemental Agreement to the Standard Consultant Agreement (No. TA-0851) executed September 9, 1997 with Gray & Osborne, Inc., for the Rosedale Street Improvement Project, in an amount not to exceed eleven-thousand seven-hundred eighty-five dollars and no cents (\$ 11,785.00).



# Supplemental Agreement

Agreement Number	TA-0851	Organization and Address	Gray & Osborne, Inc. 701 Dexter Avenue North, Suite 200 Seattle, WA 98109
Project Number	STP US-TA96 (235)	Phone	(206) 284-0860
Project Title	Rosedale Street Improvements	New Maximum Amount Payable	\$ 11,785.00
Description of Work	See Exhibit "A"		

The Local Agency of City of Gig Harbor  
 desires to supplement the agreement entered into with Gray & Osborne, Inc.  
 and executed on 9/8/97 and identified as Agreement No. TA-0851

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:  
 See Exhibit B, attached hereto, and by this reference made a part of this supplemental agreement.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: 760 days (October 31, 1999)

III

Section V, PAYMENT, shall be amended as follows:  
 The cost of this supplemental agreement shall not exceed \$11,785.00.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Tony Vivolo, P.E., President

By: Gretchen Wilburt, Mayor

Consultant Signature

Approving Authority Signature

**EXHIBIT "A"**

**ROSEDALE STREET IMPROVEMENT  
CONSULTANT FEE DETERMINATION - SUMMARY SHEET  
(COST PLUS FIXED FEE)**

	<u>PROJ. MGR</u>	<u>PROJ. ENGR.</u>	<u>CIVIL/ DESIGN ENGR.</u>	<u>STRUCTURA L/ ELECTRIC AL ENGR.</u>	<u>TECH</u>	<u>SURVEY</u>
<b>Task A - Modify Plans &amp; Specifications</b>						
1-4	--	--	--	--	--	--
5	<u>2</u>	<u>4</u>	<u>12</u>	<u>--</u>	<u>16</u>	<u>--</u>
Subtotal	2	4	12	--	16	--
<b>Task B - Bidding Services</b>						
1-5	<u>4</u>	<u>8</u>	<u>16</u>	<u>--</u>	<u>--</u>	<u>--</u>
Subtotal	4	8	16	--	--	--
Hours	6	12	28	--	16	--
Rates	<u>\$34</u>	<u>\$28</u>	<u>\$21</u>	<u>\$25</u>	<u>\$16</u>	<u>\$55</u>
Subtotal,						
Task A & B	\$204	\$336	\$588	\$0.00	\$256	\$0.00
Subtotal DSC, Task A & B.....						\$ 1,384.00
<b>Overhead (OH Cost Including Salary Additives)</b>						
OH Rate & DSC, (134% x \$1,384.00).....						\$ 1,854.56
<b>Fixed Fee (FF)</b>						
FF Rate x FF (35% x \$1,384.00).....						\$ 484.40
<b>Reimbursables:</b>						
Travel (@ \$.31/mile).....						\$62.04
Total, Reimbursables.....						\$ 130.14
<b>Subtotal, Task A &amp; B.....</b>						<b>\$ 3,785.00</b>
<b>Task C - Construction Support Services (Optional On-Call)</b>						
1	8	2	28	--	19	--
2	<u>8</u>	<u>32</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
Subtotal	16	54	28	0	19	0
Hours	16	54	28	--	19	--
Rates	<u>\$34</u>	<u>\$28</u>	<u>\$21</u>	<u>\$25</u>	<u>\$16</u>	<u>\$55</u>
Sub-Total,						
Task C	\$544	\$1,512	\$588	\$0.00	\$304	\$0.00

Sub-Total DSC, Task C .....	\$ 2,948.00
<b>Overhead (OH Cost Including Salary Additives):</b>	
OH Rate x DSC (134.00% x \$2,948).....	\$ 3,950.32
<b>Fixed Fee (FF):</b>	
FF Rate x FF (35% \$2,948) .....	\$ 1,031.80
<b>Reimbursables:</b>	
Travel (@ \$0.31/mile).....	\$69.88
Total, Reimbursables .....	\$ 69.88
<b>SUB-TOTAL, TASK C.....</b>	<b>\$ 8,000.00</b>
<b>GRAND TOTAL (TASK A, B &amp; C).....</b>	<b>\$11,785.00</b>

**EXHIBIT "B"**  
**SCOPE OF WORK**  
**CITY OF GIG HARBOR**  
**ROSEDALE STREET IMPROVEMENT PROJECT**

**Objective: Revise and modify plans and specification for advertising of project in February of 1999 and provide limited construction support services.**

**Task A: Modify Plans and Specifications**

1. Incorporate Addendums No. 1 and 2 into the plans and specification.
2. Incorporate new federal wage rates and current WSDOT Amendments and GSP's into the specification.
3. Incorporate the optional bid item; concrete sidewalk, into the body of the contract.
4. Relocate water valves, on the plans, per the City's direction.
5. Incorporate WSDOT's comments to the plans and specifications.

**Task B: Bidding Services**

1. Prepare bid advertisement and distribute to newspapers (does not include publication cost).
2. Reproduce and distribute bid documents to planning agencies, utility companies, city and interested bidders. Plans will be sold at \$55.00 per set. Maintain bidders list.
3. Answer bidder inquires during bid phase.
4. Prepare and distribute bid addenda as required.
5. Review low bids, check references, prepare and distribute bid summary, prepare engineer's "letter of recommendation".

**Task C: Construction Support Services - (Optional On Call)**

The Consultant shall perform supplemental tasks, listed below, as requested by and agreed to in writing by the City. Scope and budget will be prepared and agreed to on individual task assignment basis. If a task order is not awarded to the Consultant, the consultant will not be compensated for preparation of its scope and budget proposed for that task order.

The following supplemental tasks are contemplated and may be requested by the City subject to confirmation of the scope and budget. An allowance of \$8,000.00 has been incorporated into the fee proposal for the following on-call construction supports services:

1. Assist the City in evaluating and preparing change orders. The hours budgeted for this service is shown on Exhibit "A". If the hours exceed the budgeted amount, the City will pay on time and material basis for this service.
2. Provide technical support and interpretation of design intent of the contract documents. The hours budgeted for this service are indicated on Exhibit "A". If the City requires additional services beyond the budget amount it will be paid on a time and material basis.

**Documents to be Furnished by the Consultant**

Auto-CAD disk of plans

One set of reproducible "full size" contract documents

Plans and specifications returned from plan centers (5 copies)





City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR** *Wes Hill*  
**SUBJECT: HARBORVIEW DRIVE STREET END VIEW POINT - CONSULTANT SERVICES CONTRACT**  
**DATE: DECEMBER 9, 1998**

#### **INTRODUCTION/BACKGROUND**

An objective reflected in the current and 1999 budgets is development of an acceptable conceptual plan for the Harborview Drive Street End view point. It is anticipated that the conceptual design of the street end viewpoint will lead the design for the planned improvements to Harborview Drive south of Soundview Drive that are scheduled for design and construction in 2000.

After reviewing the Consultant Services Roster, three firms were invited to interview for the project. Based on the interviews and evaluation of materials submitted for review, the architecture firm of Reed, Reinvald, Johnson, Willows, P.L.C., was selected as the most qualified firm to perform the work. Their selection was based on their understanding of the project, familiarity with the site and area, and previous work for the City.

Following execution of the contract, the first public meeting has been scheduled for January 28, 1998 at 6:00 PM in the City Council chambers.

#### **FISCAL CONSIDERATIONS**

Sufficient funds are available for this work.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with Reed, Reinvald, Johnson, Willows, P.L.C., for the Harborview Drive Street End View Point project in an amount not to exceed fifteen-thousand dollars (\$15,000.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ARCHITECTS REED, REINVALD, JOHNSON, WILLOWS, PLLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Architects Reed, Reinvald, Johnson, Willows, PLLC organized under the laws of the State of Washington, located and doing business at 902 North 2<sup>nd</sup> Street, Tacoma, Washington 98403 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the development and refinement of conceptual alternatives and cost estimates for the Harborview Drive Street End Viewpoint project and desires that the Consultant perform services necessary to provide consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 9, 1998, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

The Consultant shall perform all work as described in Exhibit A – Scope of Services.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifteen thousand dollars and no cents for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in Exhibit B. The Consultant shall not bill for Consultant's staff not identified or listed in Exhibit B or bill at rates in excess of the hourly rates shown in Exhibit B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City

objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### **III. Relationship of Parties**

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

### **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within 180 calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

### **V. Termination**

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

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

or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

## **VIII. Insurance**

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

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

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

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

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

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **XVI. Written Notice**

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

#### **XVII. Assignment**

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

#### **XVIII. Modification**

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

#### **XIX. Entire Agreement**

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

DEC-09-1998 11:46

CITY OF GIG HARBOR

P.08

IN WITNESS WHEREOF, the parties have executed this Agreement on this 12/9 day of 1998

ARCHITECTS REED REMVALD  
CARSON WILCOUS

THE CITY OF Gig Harbor

By: William R. Reed  
Its Principal  
WILLIAM R. REED

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

Notices to be sent to:

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk



**EXHIBIT "A" Scope of Work**  
**Harborview Drive - Street End Viewpoint**

Activity	Fee Category	Hours				Cost
		I	II	III	IV	
<b>Contract Administration</b>		5				\$625
<b>Design</b>						
A. Prepare plans and sections for City review.		4	12		16	3,060
B. Prepare conceptual drawings for cost estimating.			6		6	1,110
C. Assemble product literature and performance information to assist City with material(s) selections.			2		4	540
D. Delineate opportunities for art integration on proposed design concept.		1	1		2	395
<b>Total Design</b>		* 5	21		28	\$5,105

**Consultant Coordination**

E. Coordination with Public Works: Horizontal alignment of paving surfaces Identification of utilities in vicinity of viewpoint area (locations provided by City) Develop overall project schedule.			6		2	770
F. Consult with Landscape Architect Preliminary planting plan, and summary report of requirements to support planting scheme. (e.g., protective devices, irrigation, power, drainage measures, etc.)			6		2	770
G. Geotechnical Engineer Visual site reconnaissance for brief report to detail nature and quantity of soils testing needed to determine slope stability, and to provide recommendations for designing and constructing retaining walls, at specified points along west side of Harborview Drive.						1,000
H. Outline scope of work and solicit proposals for City's selection of professional surveyor.			2			200
I. Opinion of Probable Cost (by Others)			8			800
<b>Total Coordination</b>			22		4	\$3,540

**Public Process**

J. Review meetings (4 total) in following sequence: 1. Public meeting: Outline goals, objectives, solicit and record public comment 2. Public meeting: Present revised concept in response to first meeting, solicit final comments. 3. Present to Design Review Board, all public comments and final design response 4. Public meeting: Present final design concept.		3	5		3	1,130
		3	5		3	1,130
			5		5	925
		3	5		3	1,130
K. Generate public notices, in the form of a letter, to be distributed by City staff.					2	170
<b>Total Public Process</b>		* 9	20		16	\$4,485

**Supplemental Tasks**

Consultant shall perform supplemental tasks as requested by and agreed to in writing by the City. Scope and budget will be prepared and agreed to on individual task assignment basis. If a task order is not awarded to the Consultant, the consultant will not be compensated for preparation of its scope and budget proposed for that task order. Estimate **\$500**

<b>Total Hours</b>	19	63		48	
<b>Total Fee</b>					\$14,255
<b>Estimate for Reimbursable Expenses</b>					\$ 745

**Deliverables:**

- Isometric sketch of viewpoint, (quality similar to that used for interview).
- Conceptual plan, elevation, and section w/ guardrail detail- dimensioned and annotated.
- Conceptual planting / lighting plan.
- Preliminary Schedule, including proposed sequence / phasing of work.
- Opinion of Probable Cost, outline for potential alternate bids.

Potential Supplemental Tasks for schematic design phase: schematic details of features critical to design concept (e.g. handrail / guardrail systems, over-water feature, etc)

**EXHIBIT "B" Billing Rate Schedule**

Effective January 1998

ARCHITECTS  
REED  
REINVALD  
JOHNSON  
WILLOWS P.C.

Category

<b>I. Principals</b>	<b>\$ 125.00 / hour</b>
Bill Reed	
Ilmar Reinvald	
Chris Johnson	
Dean Willows	
Brian Fitzgerald	
<b>II. Associates</b>	<b>\$ 100.00 / hour</b>
Kent McLaren	
Ron Harpel	
<b>III. Staff Architect</b>	<b>\$ 90.00 / hour</b>
Sigmund Brudevold	
Mark McIntire	
<b>IV. Architectural Technical Staff</b>	<b>\$ 85.00 / hour</b>
Marlene Druker	
Andrew Hickman	
Karunambika Kumar	
Chuck Ahrens	
Tom Sams	
<b>V. Support Staff</b>	<b>\$ 35.00 / hour</b>
Judy Saenz	
Shirley Flaherty	
Jennifer Rast	

Note: All rates will be updated on an annual basis. Reimbursable costs for travel and associated expenses, reproductions, long distance telephone, faxes, computer plots and shipping costs shall be billed in addition to the above hourly rates at a rate of 1.15 times the actual cost.

902 North 2nd Street  
Tacoma, Washington  
98403

Phone 353-572-3993  
Fax 353-572-1445  
email architects@arrjw.com

*Principals:*

*William R. Reed, FAIA  
Ilmar Reinvald, FAIA  
Christopher T. Johnson, AIA  
Dean C. Willows, AIA  
Brian D. Fitzgerald, AIA*

*Associates:*

*Kent L. McLaren, AIA  
Ronald C. Harpel, AIA*



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: CONSULTANT SERVICES CONTRACT - TIB GRANTS**  
**DATE: DECEMBER 9, 1998**

#### **INTRODUCTION/BACKGROUND**

The 1999-2004 Six-Year Transportation Improvement Program identifies several projects that could potentially be eligible for funding assistance from the Washington State Transportation Improvement Board (TIB).

Earlier this year, John Tevis, P.E., a recently retired TIB staff member, and (then) employee of Skillings-Connolly, Inc., provided valuable guidance and assistance to Public Works staff in preparing three successful TIB grant applications. He presently is a sole practitioner offering professional engineering services for grant applications, construction inspection, and Federal-aid project administration. He is intimately familiar with the various TIB programs and staff, eligibility requirements, and elements for successful grant applications.

After reviewing the City's Consultant Roster, Mr. Tevis was selected as uniquely qualified to assist this Department's efforts in confirming grant eligibility, and preparing grant applications for the various TIB programs.

#### **POLICY CONSIDERATIONS**

Mr. Tevis does not carry the Commercial General Liability and Professional Liability coverage required in our standard Consultant Services Contracts, and carries \$350-thousand rather than the standard \$1-million automobile liability coverage. I recommend that these requirements be waived since no design or construction work is involved with the grant application, and since I will be signing the grant applications as the City's Public Works Director.

#### **FISCAL CONSIDERATIONS**

Funds are available for this work in the Street Fund.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with John M. Tevis in an amount not to exceed three-thousand dollars and no cents (\$3,000.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
JOHN M. TEVIS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and JOHN M. TEVIS, organized under the laws of the State of Washington, located and doing business at 4035 Dover Ct. S.E., Olympia, Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in seeking funding for future road and sidewalk projects and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated November 20, 1998, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on a rate per hour, as shown in exhibit B, not to exceed \$3,000.00 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rate shall be as described in Exhibit A.

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

### **III. Relationship of Parties**

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

### **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within 90 calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

### **V. Termination**

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

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

### **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub contract

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

## **VII. Indemnification**

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

## **VIII. Insurance**

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

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

1. Automobile Liability insurance with limits no less than \$350,000 combined single limit per accident for bodily injury and property damage.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

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

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

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

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

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

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

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

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

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

The Consultant shall take all precautions necessary and shall be responsible for the safety of its

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

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

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

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

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

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

#### **XVI. Written Notice**

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

#### **XVII. Assignment**

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

#### **XVIII. Modification**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding



unless in writing and signed by a duly authorized representative of the City and the Consultant.

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 1998

CONSULTANT

THE CITY OF GIG HARBOR

By: John M. Tevis

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

John M. Tevis, P.E.

Mayor

Notices to be sent to

Mr. John M. Tevis, P.E.  
4035 Dover CT SE  
Olympia, WA 98501

Mr. Wesley Hill, P.E.  
Public Works Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

## **EXHIBIT A**

### **SCOPE OF WORK CITY OF GIG HARBOR**

#### **DESCRIPTION OF PROJECT:**

Phase I - Gather information and review the following proposed street projects. Evaluate each project using the Transportation Improvement Board's rating systems to determine a probable competitive score. Determine the funding source in which the project will be the most competitive.

Project Listing: Harbor View Drive - Soundview Dr. to view point (Enhancement project)  
Rosedale Street - Skansie Ave. to West City Limits. (Street improvements)  
Rosedale Street - Harbor View Drive to Skansie Ave. (Supplemental funding)  
East-West Road - SR 16 to Peacock Hill Ave. (Proposed TIA funding)  
38<sup>th</sup> Street - 56<sup>th</sup> St. to So. C/L. (Widening for bike and pedestrian facilities)  
Prepare application to add Kimball Dr. to Federal Classification System.  
Kimball Drive - Pioneer Way to Hunt St. (Proposed UATA funding)

Phase 2 - Review ratings with City staff. Provide recommendation of which funding programs would be most suitable for each project. Prepare applications for those projects the City desires to submit for funding consideration.

Phase 3 - Provide additional project support as directed by the City.

The work will be scheduled and completed to allow the City to meet program deadlines, such as the TIB's application deadline of January 15, 1999.)

**EXHIBIT B**  
**CONSULTANT FEE DETERMINATION (HOURLY RATE)**

PROJECT: Phase I - Review and evaluation of possible street improvement projects.  
Phase 2 - Prepare funding applications for competitive projects.  
Phase 3 - Provide additional project support as directed by City.

<b>JOB TITLE</b>	<b>HOURLY RATE</b>	
Consultant	\$50.00	
Estimated Hours:	Phase I - 16 hours	
	Phase 2 - 32 hours	
	Phase 3 - <u>12 hours</u>	
	Total 60 hours x \$50.00	\$3,000.00

PREPARED BY: John M Tevis, PE      DATE: 11/20/98





City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR** *Wes Hill*  
**SUBJECT: AMENDED SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM, 1999-2004**  
**DATE: DECEMBER 9, 1998**

#### **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 approved 6-year transportation improvement programs. Council adopted the current 6-Year Transportation Improvement Program (TIP) subsequent to a public hearing on June 22, 1998.

The following events occurred after adoption of the current 6-year TIP:

1. The Transportation Improvement Board (TIB) notified the City that it had approved a grant for the Phase 2 sidewalk improvements on 38<sup>th</sup> Avenue. The TIB grant allows a combination of the Phase 1 and Phase 2 projects.
2. The bids for the Rosedale Street Improvement Project were opened in July, and all bids were rejected to allow readvertisement for bids during a more competitive bidding climate.
3. The advisory vote was conducted for placing a toll on the Tacoma Narrows Bridge to finance design and construction of a second bridge.
4. The design of the East/West Road has progressed sufficiently to allow a more refined estimate of probable project costs.

The attached 6-Year Transportation Improvement Program for 1999 through 2004 amends the previously adopted TIP in response to the above events. The TIP is consistent with the City of Gig Harbor Transportation Plan (December 1994)

#### **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 (1998-2004), and the adopting resolution.



*City of Gig Harbor. The "Maritime City"*

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

## **SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN NARRATIVE 1999-2004 (Amended)**

### **1) EAST-WEST (Borgen) ROAD: Swede Hill Interchange to Peacock Hill Avenue, Phase I**

This is a public-private sector project involving the City, Pierce County, and the property owners-developers along the project alignment. The property owners-developers agreed to provide 100-ft. of right-of-way for a full-five lane urban section subject to construction of a two-lane roadway (Phase 1). Pierce County agreed to pay a prorated share, not to exceed \$1-million, of the City's costs for design and construction of a two lane roadway, and design of a full five-lane improvement. Based on agreement with the principle stakeholders, including the Washington State Department of Transportation, the Phase 1 project will construct a roundabout intersection connecting the East-West Road, Canterwood Boulevard, Burnham Drive, the northbound ramps to and from State Route (SR) 16, and the Swede Hill overcrossing of SR-16. The remainder of the Phase 1 project will provide two travel lanes, storm drainage improvements (including stormwater detention and water quality facilities), and curb, gutter, planter strip, and sidewalk on the south side extending east from the roundabout to Peacock Hill Avenue. This street will relieve existing traffic congestion on City streets serving the area north and east of the City, and provide access for development in the Gig Harbor North area. Additional improvements include wetland mitigation, and provisions for lighting and underground utilities. Anticipated features for the fully developed street section include a landscaped median with left-turn pockets, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter, and sidewalk on each side. Project design, and environmental documentation and permit applications were initiated in 1997 and 1998, and are expected to be complete in early 1999.

### **2) ROSEDALE STREET: Harborview Drive to West of Shirley Avenue**

This project includes pavement reconstruction, and widening to provide concrete curb and gutter on both sides, a short segment of on-street parking, a bicycle lane on the north side (uphill lane), sidewalk on at least one side of the street, a retaining wall, rockeries, and landscaping. The project also includes storm sewer improvements, asbestos-cement water main replacement, and provisions for future architectural street lights, and a signal at the Stinson Avenue intersection. Federal-aid (ISTEA) funds are involved in the street (including storm sewer) improvement and water main replacement components of this project. The project was bid in 1998, and will be revised for bid advertisement in 1999.

### **3) KIMBALL DRIVE PARK & RIDE EXPANSION AND RELATED TRAFFIC FACILITY IMPROVEMENTS:**

This project will approximately double the capacity, replace deteriorated pavement, and construct a pedestrian-transit center, landscape buffer, lighting, storm drainage facilities,

and related improvements for the Pierce Transit Park and Ride on Kimball Drive. The project also provides for a new traffic signal at the Pioneer Way-Kimball Drive intersection; channelization on Pioneer Way and the northern terminus of Kimball Drive; enhancement of the signal at Pioneer Way-Stinson Avenue intersection and replacement of the signal at the Pioneer Way-Grandview Street intersection; signal interconnect for signal coordination; signal controller and controller modifications for separate priority signal control for emergency and transit vehicles; asbestos-cement water main replacement in Pioneer Way; and reconstruction of the pavement section for Pioneer Way and the Kimball Drive approach to the Pioneer Way intersection. Federal Aid, Pierce Transit, Fire District 5, and private funds are involved in this project. Pierce Transit will be the lead agency for design due to the source of design funding for their portion of the work, and the City will be the lead agency for construction contract inspection and administration. Project design began in May 1998, and will be approximately 60% complete prior to 1999.

**4) POINT FOSDICK DRIVE IMPROVEMENTS, PHASE 1: 1,000-foot south of Olympic Drive to 44<sup>th</sup> Street (Private), Phase I**

This project will complete the five-lane widening along the commercial frontages on Point Fosdick Drive south of the improvements completed in 1997, and eliminate deteriorated portland-cement concrete pavement, and narrow shoulders. The contemplated improvements include four through lanes, left-turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, storm sewer improvements, and provisions for lighting, and a signal at 44th Street. Urban Arterial Trust Account (UATA) funding participation in the amount of \$482,000 of eligible project costs has been approved by the Transportation Improvement Board (TIB).

**5) 38th AVENUE IMPROVEMENTS, PHASE 1: 56<sup>th</sup> Street to City Limits**

This project will design a full 2 and 3-lane structural pavement section, including landscaped median and/or left turn pockets, through lanes, bicycle lanes, provisions for future lighting, and curb, gutter, landscaped planter strip and sidewalk on both sides. Design for the full improvements will be performed through the preliminary (30%) completion level. Design will be completed for construction of a sidewalk and open storm drainage improvements on the east side only. TIB funding under the Pedestrian Facilities Program will provide funding for up to \$90,000 of eligible design and construction costs for the sidewalk improvements.

**6) KIMBALL DRIVE IMPROVEMENTS: Pioneer Way to Hunt Street**

This project involves reconstruction of Kimball Drive to replace deteriorated pavement, and provide a three-lane section within the existing curb-to-curb street width, completion of the curb, gutter and sidewalk on the east side of Kimball Drive, limited storm sewer improvements, and provisions for future lighting. Preparation of contract documents (PS&E) and construction may be deferred until additional funds are available to supplement City funds and developer contributions. Federal-aid funding is assumed at an 80-percent funding level for construction only.

**7) HARBORVIEW DRIVE IMPROVEMENTS: Soundview Drive to Street End**

This project will be performed in conjunction with the Harborview Drive Street End Park improvement project subject to supplemental funding. Federal-aid funding assistance is assumed under the enhancement program. The project follows replacement of an asbestos-cement water main in 1998. The improvements will consist of minor widening on the north end for parking, storm sewer system, curbs and gutters on both sides, sidewalk on one side, and architectural lighting. A landscaped planter strip may be included depending on space availability.

**8) 38th AVENUE IMPROVEMENTS, PHASE 2: 56<sup>th</sup> Street to City Limits**

This project will complete the design, and construct the street and storm sewer improvements initiated under Phase 1. Estimated project costs are based on design and construction of a full 2 and 3-lane structural pavement section, including median and/or left turn pockets, through lanes, bicycle lanes, curb and gutter on both sides, landscaped planter strip on the east side only, and provisions for future architectural lighting. Construction should be coordinated with or subsequent to construction of a sanitary sewer line in 38<sup>th</sup> Avenue (consistent with the Comprehensive Sanitary Sewer Plan). TIB funding assistance under the Pedestrian Facilities Program is assumed, as are impact fees for capacity improvements.

**9) FRANKLIN AVENUE IMPROVEMENTS: Burnham Drive to Peacock Hill Avenue**

This project will reconstruct a deteriorated residential street, and provide a pedestrian link with Burnham Drive, Peacock Hill Avenue and the Finholm-Fuller Street View Climb connection to North Harborview Drive. The street will be reconstructed to provide a full-paved width residential street section with storm drainage improvements, and curbs, gutters, sidewalks and landscaped planter strips on both sides of the street. The project will be performed in conjunction with replacement of an existing asbestos-cement water main, and will include traffic calming features appropriate to the residential setting.

**10) FULLER STREET IMPROVEMENTS: Franklin Avenue to Prentice Avenue (See Franklin Avenue)**

**11) POINT FOSDICK DRIVE IMPROVEMENTS, PHASE 2: 44<sup>th</sup> Street (Private) to City Limits**

This project would widen Point Fosdick Drive to provide a three-lane parkway section extending to the City limits consistent with the Design Manual. The contemplated improvements include two through lanes, left-turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, storm sewer improvements, and architectural lighting. Federal-aid funding assistance is assumed for design and construction, as are impact fees for capacity improvements.



**12) OLYMPIC DRIVE/56th STREET IMPROVEMENTS: 950-foot west of Point Fosdick Drive to 38<sup>th</sup> Avenue**

This project involves widening Olympic Drive to a five-lane section to include left turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, and architectural lighting. At a minimum, the project would also include provisions for future signalization at the 56th Street-Olympic Drive intersection. These improvements are anticipated necessary to accommodate current and future development, and increased traffic volumes. Federal-aid and TIA/UATA funding assistance are assumed, as are impact fees for capacity improvements.

**13) PRENTICE STREET IMPROVEMENTS: Burnham Drive to Fennimore Street**

Improvements for this project are primarily intended to provide pedestrian linkages for the Harbor Ridge Middle School, and include minor widening, storm sewer system, curbs, gutters, sidewalks, landscaping, and architectural lighting. TIB funding assistance under the Pedestrian Facilities Program is assumed.

**14) BURNHAM DRIVE IMPROVEMENTS: Franklin Avenue to Harborview Drive**

This reconstruction project will revise the vertical alignment for improved sight distance, and include minor widening, storm sewer system, asbestos-cement water main replacement, curbs, gutters, sidewalks, landscaping and architectural lighting.

**15) BRIARWOOD LANE IMPROVEMENTS: Point Fosdick Drive to 38<sup>th</sup> Avenue**

This project includes a sidewalk or pedestrian path on at least the south side to provide for separation of pedestrians and vehicles. Other potential improvements include modifications to the vertical alignment to improve sight-distance, curbs, gutters, landscaped planter strip, architectural lighting, traffic islands and/or other traffic calming features. TIB funding assistance under the Pedestrian Facilities Program is assumed.

**16) VERNHARDSEN STREET IMPROVEMENTS: Peacock Hill Avenue to City Limits**

This project includes minor widening, pavement restoration and/or overlay, storm sewer, curb, gutter, sidewalk(s), bicycle lane (east of North Harborview Drive), and channelization. This project will be performed in one or more stages in conjunction with construction of water main improvements as shown in the Comprehensive Water Plan. TIB funding assistance under the Pedestrian Facilities Program is assumed.

**17) ROSEDALE STREET IMPROVEMENTS, PHASE 2: SR-16 to City Limits (54<sup>th</sup> Ave.)**

This project will consist of reconstruction, overlay, and minor widening to provide a two to three-lane section with bicycle lanes, curbs, gutters, and sidewalks on both sides of the street, storm sewer improvements, landscaping, architectural lighting, and related improvements. Improvements will include channelization, and provisions for future signalization at the Skansie Avenue-Rosedale Street intersection. Federal-aid funding assistance is assumed for this project, as are impact fees for capacity improvements.

**18) GRANDVIEW STREET IMPROVEMENTS: Stinson Avenue to Soundview Drive**

This project will reconstruct the existing road and will include minor widening, curbs, gutters, sidewalk on at least one side, storm sewer improvements, asbestos-cement water main replacement, landscaping and architectural lighting. It is anticipated that this project would be completed subsequent to completion of the new Civic center.

**19) 56th STREET/POINT FOSDICK DRIVE IMPROVEMENTS: Olympic Drive to Olympic Drive**

This project will widen 56th Street to provide a three lane section, with left-turn pockets/landscaped median where feasible, bicycle lanes, planter strips where feasible, and sidewalks to accommodate additional vehicle and pedestrian traffic in a developed commercial corridor. Federal-aid and TIA/UATA funding assistance are assumed, as are impact fees for capacity improvements.

**20) ROSEDALE STREET IMPROVEMENTS, PHASE 3: Shirley Avenue to SR-16**

The budgeted amount for this project provides for design only for reconstruction, overlay, and minor widening of this section of Rosedale Street. The improvements would provide a two-lane section with parallel on-street parking where feasible and desired; storm drainage, sanitary sewer, and water main improvements; concrete curb and gutter on both sides; a bicycle lane and sidewalk on one side of the street, and provisions for and/or landscaping and architectural street lighting.

**21) JUDSON STREET IMPROVEMENTS: Pioneer Way to Soundview Drive**

This project provides for design of improvements to Judson Street including reconstruction and possible realignment of the existing street to provide an aesthetic and "pedestrian-friendly" linkage between Pioneer Way and Soundview Drive. The project contemplates minor widening to provide for left-turn pockets or on-street parallel parking where feasible; curbs, gutters, and sidewalk on both sides; storm drainage and water main improvements; landscaped planter strips; and architectural lighting.

**22) EAST-WEST (Borgen) ROAD CONSTRUCTION, PHASE 2: Swede Hill Interchange to West of Woodridge**

This project will complete construction of the full five-lane section from the roundabout on the west to a point west of the Woodridge plat as warranted by traffic and development in the area. Anticipated features for the fully developed street section include a landscaped median and planter strips, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter, and sidewalk on each side. Federal-aid, TIA/UATA, and developer funding assistance are assumed.

**23) CRESCENT VALLEY CONNECTOR: Peacock Hill Avenue to Crescent Valley Road**

This project will extend the East-West Road further east to provide better access to the Gig Harbor North area, and reduce traffic volumes on City streets in the north and west harbor areas. A two lane rural section with paved shoulders (no separate climbing lane) is

assumed, together with storm drainage facilities, and limited lighting improvements. Federal-aid, and TIB funding assistance are assumed, as are impact fees for this capacity improvement project.

**24) DOWNTOWN PARKING LOT: Central Business District**

This project will provide for additional off-street parking to augment existing public and private parking opportunities. Design will conform to the City's Design Guidelines. Design and construction are contingent on City acquisition through donation or lease of a suitable parcel or parcels.

**25) NORTH-SOUTH CONNECTOR: East-West Road to Peacock Hill Avenue**

Continue negotiations and right-of-way acquisition for this future project. Impact fees are assumed to assist development of this capacity improvement project.

**26) HUNT STREET CROSSING OF SR-16: Kimball Drive to 38<sup>th</sup> Avenue**

This project will provide a necessary additional link between the west and east sides of SR-16 for congestion relief on the existing Olympic Drive and Wollochet Drive/Pioneer Way overcrossings of SR-16, and to delay the need for additional widening of the other corridors. Improvements include two through lanes, left-turn pockets at intersections, landscaped median, bike lanes, curbs, gutters, landscaped planter strips, sidewalks, storm sewer and related improvements, architectural lighting, channelization, and signals. An undercrossing of SR-16 has been assumed for estimation purposes. Federal-aid, TIB, and WSDOT funding assistance are assumed, as are impact fees for this capacity improvement project.

**27) STREET LIGHTS: Minor and Collector Arterials**

This project will install underground power and streetlights in conformance with the City's Design Guidelines along minor and collector arterials to enhance vehicle and pedestrian safety, and neighborhood aesthetics.

**28) REPAIR AND RESTORATION OF VARIOUS STREETS:**

This project involves repair, and restoration of various roadway surfaces, including minor storm drainage improvements, on various public streets throughout the City.

**29) EMERGENCY**

This project provides for emergency repairs to City streets to restore traffic, safe driving conditions, and/or access for vehicles and pedestrians.

Agency City of Gig Harbor  
County No. 27  
City No. 0490  
MPO Puget Sound Regional Council

Hearing Date June 22, 1998  
Adoption Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH YEAR PHASE STARTS	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVIR TYPE	RW REQ. Y/N DATE MONTH/YR
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	1	A) --, B) -- C) EAST-WEST (BORGEN) ROAD CONSTRUCTION (Ph. 1) D) East-West Road E) Swede Hill Interchange (SR-16) to Peacock Hill Ave F) Complete design of 5-lane section, construct 2-/3-lane section and roundabout, incl. curb, gutter, and S/W on one side, stormwater drainage, detention, and water quality facilities, wetland mitigation, channelization, & provisions for future lighting, utilities and signalization.	01	F	1.61	CPS TGW	PE	05/97			36 (P.C.)		14	50	14				EIS	Y/N
				F			R/W	01/97			100 (DEV.)			100					CE	DATE
				F			CONST	08/99			788 (P.C.) 1,523 (D.V./TIA)		489	2,800	489				EA	
							TOTAL				2,447		503	2,950						
16	2	A) --, B) -- C) ROSEDALE STREET IMPROVEMENTS D) Rosedale Street (3330) E) Harborview Drive to West of Shirley Avenue F) Minor widening to provide two thru lanes, curbs & gutters; limited parallel parking on one side, storm sewer improvements, bicycle lane, planter strip, sidewalk on one side, channelization, landscaping, & provisions for lighting, & signal at Stinson Ave. (in conjunction w/ A/C water main replacement, & sanitary sewer improvements.)	03, 05, 06	F	0.50	CPO TGW	PE	09/97					5	5	5				EIS	NO
				F			R/W												CE	X
				F			CONST	05/98	STP(U)	569			987	1,556	987				EA	
							TOTAL			569			992	1,561						
16	3	A) --, B) -- C) KIMBALL DR. PK & RIDE EXP. & REL. TRF. FAC. IMP. D) Pioneer Way (3324) E) Grandview Street to Stinson Avenue F) Expand & impr. ex. Pierce Transit pk. & ride fac., incl. new transit cr., paving, landscpg., lighting, rev'd pwr. poles, & storm drain. system. Constr. new traffic signal at Pioneer Way, & upgrade signals at Stinson Ave. & Grandview St. intersections w/ Kimball Drive., incl. signal interconn. & priority op., channelization, A/C water main replcmnt., and pavement reconstruction.	03 06, 12, 21	F	0.10	PTW	PE	05/98	S3				20	20	20				EIS	N
				F			R/W												CE	DATE
				F			CONST	05/99	STP(U)	940	110 (P.T., F.D.#5, Dev.)		40	1,090	40				EA	X
							TOTAL			940	110		60	1,110						
16	4	A) --, B) -- C) POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 1) D) Point Fosdick Drive E) 1,000-ft. South of Olympic Dr. to 44th Street F) Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and provisions for lighting, and signal at 44th St. traffic.	03 04 06	F	0.27	CP TGW	PE	01/99			83 (TIB, Dev.)		7	90	7				EIS	Y/N
				F			R/W												CE	DATE
				F			CONST	08/99			530 (TIB, Dev.)		47	577	47				EA	
							TOTAL				613		54	887						

Agency City of Gig Harbor  
County No. 27  
City No. 0490  
MPO Puget Sound Regional Council

Hearing Date June 22, 1998  
Adoption Date \_\_\_\_\_  
Resolution No \_\_\_\_\_

FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS									EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
							PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	ROW REQ. Y/N DATE MONTH/YR		
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS							TOTAL	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	5	A) --, B) -- C) 38TH AVENUE IMPROVEMENTS (Phase 1) D) 38th Avenue E) 56th Street to City Limits F) Preliminary design of a 2-3-lane section, w/ median &/or left turn pockets, bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, storm sewer improvements, and lighting. Final design for & construction of sidewalk & open ditch on east side only.	03 05 06	F	0.64	CPO TGW	PE	01/00			22 (TIA Ped.)		20	42		20			EIS	Y/N	
				F			RAW												CE	DATE	
				F			CONST	05/00			124 (TIA Ped.)		42	166		42			EA		
							TOTAL				146		62	208							
00 (16)	6	A) --, B) -- C) KIMBALL DRIVE IMPROVEMENTS D) Kimball Drive E) Pioneer Way to Hunt Street F) Reconstruction to provide a 3-lane section w/out bicycle lanes within the current curb-to-curb width. Completion of curb, gutter, & sidewalk on the east side only. Limited storm sewer improvements, and provisions for future lighting.	03 05	F	0.41	CPT	PE	08/98	STP(U)				20	20		20			EIS	N	
				P			RAW						0						CE	DATE	
				P			CONST	07/00		266			66	332		66			EA		
							TOTAL			266			86	352							
19	7	A) --, B) -- C) HARBORVIEW DRIVE IMPROVEMENTS D) Harborview Drive E) Soundview Drive to Street End F) Reconstruction, including minor widening for on-street angle parking (north end, west side), storm sewer improvements, curbs, gutters, sidewalk on one side, landscaped planter strip where feasible, and lighting.	03 06	P	0.22	CPT	PE	02/00	STP(E)				16	16		16			EIS	Y/N	
				P			RAW												CE	DATE	
				P			CONST	07/00		50			69	119		69			EA		
							TOTAL			50			85	135							
17	8	A) --, B) -- C) 38TH AVENUE IMPROVEMENTS (Phase 2) D) 38th Avenue E) 56th Street to City Limits F) Complete design, & construct 2- / 3-lane section, w/ landscaped median/left turn pockets, & w/ bicycle lanes, curbs, and gutters on both sides, a landscaped planter strip and sidewalk on the east side only, storm sewer improvements, and provisions for future lighting. Constr. in conj. w/ or subsequent to san. sew. consistent w/ Comp. San. Sew. Plan.	03 05 06	P	0.64	CPO TGW	PE	09/01					90	90			90	761	761	EIS	Y/N
							RAW												CE	DATE	
							CONST	06/02					761	761			761	761	EA		
							TOTAL						851	851							

Agency City of Gig Harbor  
County No. 27  
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Hearing Date June 22, 1998  
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FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY		
									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RAW REQ. Y/N DATE MONTH/YR	
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
19	9	A) - B) - C) FRANKLIN AVENUE IMPROVEMENTS D) Franklin Avenue E) Burnham Drive to Peacock Hill Avenue F) Reconstruction to provide a full-paved width street section, with curbs, gutters, and sidewalks on both sides, storm sewer improvements, landscaping, lighting, water main replacement, and traffic calming features. Project will be performed in conjunction with a water main replacement.	03		0.23	CPT	PE	01/01						19	19			19		EIS	Y/N
							RW													CE	
							CONST	07/01						167	167			167		EA	DATE
							TOTAL							186	186						
19	10	A) - B) - C) FULLER STREET IMPROVEMENTS D) Fuller Street E) Franklin Avenue to Prentice Avenue F) See Franklin Avenue (No. 14)	03		0.06	CPT	PE	01/01						4	4			4		EIS	Y/N
							RW													CE	
							CONST	07/01						38	38			38		EA	DATE
							TOTAL							42	42						
16	11	A) - B) - C) POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 2) D) Point Fosdick Drive E) 44th Street to City Limits F) Reconstruction to provide a 2-1/3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 04 06	P	0.25	CPT GW	PE	06/01	STP(U)	43	16 (Dev.)		7	65			7			EIS	Y/N
							RW													CE	
							CONST	06/02		313	118		49	480 480			49			EA	DATE
							TOTAL			356	134		56	545							
16	12	A) - B) - C) OLYMPIC DRIVE/56th STREET IMPROVEMENTS D) Olympic Drive & 56th Street E) 950-ft. west of Point Fosdick Drive to 39th Avenue F) Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, lighting, and provisions for future signal at Olympic Dr.-56th St. intersection.	03 04 06	P	0.49	CPS TGW	PE	06/01	STP(U)	105	49 (TIB, Dev.)		7	181			7			EIS	Y/N
							RW													CE	
							CONST	06/02		770	360 (TIB, Dev.)		50	1,180			50			EA	DATE
							TOTAL			875	409		57	1,341							

Agency City of Gig Harbor  
County No. 27  
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MPO Puget Sound Regional Council

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FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	R/W REQ. Y/N DATE MONTH/YR
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
19	13	A) --, B) -- C) PRENTICE STREET IMPROVEMENTS D) Prentice Street E) Burnham Drive to Fennimore Street F) Minor widening, including curbs and gutters on both sides, sidewalk(s), storm sewer improvements, landscaped planter strip where feasible, and lighting.	03 05		0.30	CPT	PE	04/01					10	10			10		EIS	Y/N
							RAW												CE	DATE
							CONST	06/02			25 (TIA Ped.)		49	74				49	EA	
							TOTAL				25		59	84						
00 (17)	14	A) --, B) -- C) BURNHAM DRIVE IMPROVEMENTS D) Burnham Drive E) Franklin Avenue to Harborview Drive F) Reconstruction, including minor widening, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips, and lighting. Project will be performed in conjunction with water main replacement.	03 05		0.28	CPT	PE	01/03					27	27				27	EIS	Y/N
							RAW												CE	DATE
							CONST	07/03					202	202				202	EA	
							TOTAL						229	229						
19	15	A) --, B) -- C) BRIARWOOD LANE IMPROVEMENTS D) Briarwood Lane E) Point Fosdick Drive to 38th Avenue F) Construct curbs, gutters and sidewalk/pedestrian pathway on at least the south side, planter strip(s), traffic islands, and lighting.	01		0.69	CPS TG	PE	06/02					15	15				15	EIS	Y/N
							RAW												CE	DATE
				P			CONST	06/03			25 (TIA Ped.)		165	190				165	EA	
							TOTAL				26		180	205						
00 / 16	16	A) --, B) -- C) VERNHARDSEN STREET IMPROVEMENTS D) Vernhardsen Street / 96th Street E) Peacock Hill Avenue to City Limits F) Minor widening, pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s), bicycle lanes (east of N. Harborview Drive), and channelization. Project will be performed in conjunction with water main improvements.	05 07		0.34	W	PE	10/02					43	13				13	EIS	Y/N
							RAW												CE	DATE
				P			CONST	05/03			25 (TIA Ped.)		119	144				119	EA	
							TOTAL				25		132	157						

Agency City of Gig Harbor  
County No. 27  
City No. 0450  
MPO Puget Sound Regional Council

Hearing Date June 22, 1998  
Adoption Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	RW REQ Y/N DATE MONTH/YR
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL						
16	17	A) --, B) -- C) ROSEDALE STREET IMPROVEMENTS (Phase 2) D) Rosedale Street E) State Route 16 to City Limits (54th Ave NW) F) Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes, curbs, gutters, & SAW on both sides, storm, provisions for / landscaping & lighting, & provisions for a signal at the Skansie Avenue intersection	03 06	P	0.53	CPT	PE  RW  CONST  TOTAL	04/03  06/04  06/04	STP(U)	59  435  494	      	      	10  88  78	69  503  572				10  68	EIS  CE  EA	Y/N  DATE
00 (17)	18	A) --, B) -- C) GRANDVIEW STREET IMPROVEMENTS D) Grandview Street E) Stinson Avenue to Soundview Drive F) Minor widening, including curbs, gutters, sidewalk on at least one side, storm sewer improvements, landscaping, and lighting. Project will be performed in conjunction with water main replacement, and subsequent to civic center development.	03 05		0.51	CPT	PE  RW  CONST  TOTAL	04/03  06/04  06/04		      	      	      	50    367  417	50    367  417				50  367	EIS  CE  EA	Y/N  DATE
16	19	A) --, B) -- C) 56th ST. / PT. FOSDICK DR IMPROVEMENTS D) 56th Street & Point Fosdick Drive E) Olympic Drive to Olympic Drive F) Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on one or both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 04 06	P	0.55	CP TGW	PE  RW  CONST  TOTAL	04/03  06/04  06/04	STP(U)	105  667  772	44 (TIB, Dev.)  282 (TIB, Dev.)  326	      	11  73	160  1,022  1,182				11  73	EIS  CE  EA	Y/N  DATE
16	20	A) --, B) -- C) ROSEDALE STREET IMPROVEMENTS (Phase 3) D) Rosedale Street E) Shirley Avenue to State Route 16 F) Minor widening to provide 2-thru lanes, with parallel on-street parking where feasible and desired, curbs, gutters, storm sewer improvements, bicycle lane and sidewalk on one side, and provisions for / landscaping and lighting.	03 05	P	0.34	CPT	PE  RW  CONST  TOTAL	04/04  06/04  06/04	STP(U)	50    50	      	      	8    8	58    58				8  e	EIS  CE  EA	Y/N  DATE



CITY OF GIG HARBOR

Six Year Transportation Improvement Program  
1999 to 2004

Agency: City of Gig Harbor  
 County No.: 27  
 City No.: 0480  
 MPO: Puget Sound Regional Council

Hearing Date: June 22, 1998  
 Adoption Date: \_\_\_\_\_  
 Resolution No.: \_\_\_\_\_

FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE (Last Month)				FEDERALLY FUNDED PROJECTS ONLY	
							PROJECT PHASE	MONTH/ YEAR PHASE STARTS	FEDERAL FUNDING		RAP STATE FUNDS		LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th	ENVI. TYPE	R/W REQ. Y/N DATE MONTH/YR		
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPE TIA DATA OTHER	STATE FUNDS										
00 (17)	21	A) --, B) -- C) JUDSON STREET IMPROVEMENTS D) Judson Street E) Pioneer Way to Soundview Drive F) Minor widening for left-turn pockets or on-street parallel parking where feasible, with curbs, gutters, and sidewalks on both sides, storm sewer improvements, landscaping, and lighting.	03 05		0.21	CPT	PE	04/02						25	25				25	EIS	Y/N	
(16)	22	A) --, B) -- C) EAST-WEST (BORGEN) ROAD CONSTR. (Ph. 2) D) East-West Road E) Swede Hill Interchange (SR-16) to W. of Woodridge F) Construct additional improvements for a full five-lane section, including left turn pockets, landscaped median, bicycle lane, curb, gutter, and sidewalk on both sides, storm drainage, channelization, and provisions for installation of lighting & signalization. Project to be coordinated with water, sanitary sewer and other utilities.	01	F	1.27	CPS TGW	PE RW	08/97	STR(U)	210	281 (TIB, Dev.)			15	489			15		EIS	Y/N	
(16)	23	A) --, B) -- C) CRESCENT VALLEY CONNECTOR D) East-West (Borgen) Road E) Peopods Hill Avenue to Crescent Valley Road F) Purchase right-of-way and construct a 2-lane road, including paved shoulders, storm drainage improvements, storm sewer, landscaping, and limited lighting.	01	P	1.00	CPTG	PE RW CONST	01/03 01/04 08/04		197 228 (Dev.) 250 (Dev.) 1,445 (1,672 (TIB, Dev.)	228 (Dev.) 250 (Dev.) 1,672 (TIB, Dev.)			31 250 227	456 500 3,344			31 250 227		EIS CE EA	Y/N DATE	
00	24	A) --, B) -- C) DOWNTOWN PARKING LOT CONSTRUCTION D) Downtown Parking Lot E) Central Business District F) Construct additional on-street parking in conformance w/ the City's Design Guidelines to supplement existing public and private parking opportunities in the central downtown business district. Assumes land donation/lease by others.	03		0.03	PW	PE RW CONST	01/99						4 46 50	4 46 50			4 46		EIS CE EA	Y/N DATE	

CITY OF GIG HARBOR

Six Year Transportation Improvement Program  
1999 to 2004

Agency: City of Gig Harbor  
County No: 27  
City No: 0490  
MPO: Puget Sound Regional Council

Hearing Date: June 22, 1998  
Adopted Date:  
Resolution No:

FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS																			
							FEDERAL FUNDING							STATE FUNDING							EXPENDITURE SCHEDULE (LOCAL AGENCY)				FEDERALLY FUNDED PROJECTS ONLY	
							PROJECT PHASE	MONTH/YEAR PHASE STARTS	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAP TIA LATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th (thru 6th)	ENVR TYPE	R/W REQ V/M DATE MONTH/YR						
(17)	25	A) - B) - C) NORTH-SOUTH CONNECTOR D) North-South Connector E) East-West Road to Peacock Hill Avenue F) Corridor preservation for north-south circulation & access in the Gig Harbor North area, consistent with and as identified in the comprehensive plan. Preliminary planning only.	03		0.03	GPO TGW	PE	01/99				75 (DEV)		75			0	25	50		675	EIS	Y/N			
	26	A) - B) - C) HUNT STREET CROSSING OF SR-18 D) Hunt Street E) Kimball Drive to 38th Avenue F) Design, purchase right-of-way, and construct a 2-/3-lane undercrossing of SR-18, including bike lanes, curbs, gutters, landscaped planter strips, sidewalks, storm sewer improvements, lighting, channelization, and signals.	01 03	P P	0.47 TGW	GPO TGW	PE RAW CONST TOTAL	01/03 01/04 06/04	595 649 3,870 5,104	720 801 4,777 6,298		45 50 303 398	1,350 1,500 8,960 11,800	0	0	0	0	675	750	4,475	6,900	EIS CE EA	Y/N DATE			
	27	A) - B) - C) STREET LIGHTS D) Minor and Collector Arterials E) Various Locations F) Install underground power and street lights in conformance with the City's Design Guidelines to enhance pedestrian and vehicle safety, & neighborhood aesthetics.					PE RAW CONST TOTAL																EIS CE EA	Y/N DATE		
	28	A) - B) - C) REPAIR & RESTORATION OF VARIOUS STREETS D) - E) - F) Miscellaneous street and storm drainage improvements within the public right-of-way, including maintenance overlays.	03 07				PE RAW CONST TOTAL										20	10	10	90			EIS CE EA	Y/N DATE		

Agency City of Gig Harbor  
 County No. 27  
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 MPO Puget Sound Regional Council

Hearing Date June 22, 1998  
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FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS							EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY		
							PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	R/W REQ. Y/N DATE MONTH/YR
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
	29	A) --, B) -- C) EMERGENCY D) -- E) -- F) Emergency repairs to City streets to restore traffic, and/or safe driving conditions, and/or access for vehicles and pedestrians.	07				PE								0				EIS	Y/N
							RAW												CE	DATE
							CONST												EA	
							TOTAL						120	120	20	20	20	60		

# Six Year Transportation Improvement Program Instructions for Preparing the Form

Include all projects regardless of location or source of funds.  
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 LAC Appendix 21.37.)  
City Number Enter the OFM assigned number. (See LAC Appendix 21.34.)  
MPO Enter the name of the associated MPO (if located within urbanized area).  
Hearing Date Enter the date of 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

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

Rural (under 5,000 area)		Description	Urban (over 5,000 area)	
01	Interstate		11	Interstate
02	Principal Arterial		12	Freeways & Expressways
06	Minor Arterials		14	Other Principal Arterials
07	Major Collector		16	Minor Arterial
08	Minor Collector		17	Collector
09	Local Access		19	Local Access
00	No Classification		00	No Classification

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

3. Project Identification. Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (mile post or street names); and (f) Describe the Work to be Completed.

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

Description		Description	
01	New construction on new alignment	11	Minor Bridge Rehabilitation
02	Relocation	12	Safety/Traffic Operation/TSM
03	Reconstruction	13	Environmentally Related
04	Major Widening	14	Bridge Program Special
05	Minor Widening	21	Transit Capital Project
06	Other Enhancements	22	Transit Operational Project
07	Resurfacing	23	Transit Planning
08	New Bridge Construction	24	Transit Training / Administration
09	Bridge Replacement	31	Non Capital Improvement
10	Bridge Rehabilitation	32	Non Motor Vehicle Project

5. Funding Status. Enter the funding status for the entire project which describes the current status.

F Project is selected and funding has been secured by the lead agency.  
S Project is subject to selection by an agency other than the lead.  
P Project is listed for planning purpose and funding is not secured.

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

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

C	Cable TV	S	Sewer (other than agency owned)	G	Gas
P	Power	T	Telephone	W	Water
O	Other				

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 (or equipment purchase)  
CN Construction only (or transit operating)  
ALL All Phases from Preliminary Engineering through Construction

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

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

BR	Bridge Replacement or Rehab.	S9	FTA Urban Areas
CMAQ	Congestion Mitigation Air Quality	STP(C)	STP Statewide Competitive Program
DEMO	ISTEA Demo Projects (Selected)	STP(E)	STP Transportation Enhancements
IC	Interstate Construction	STP(S)	STP Safety including Hazard & RR
IM	Interstate Maintenance	STP(R)	STP Rural regionally selected
NHS	National Highway System	STP(U)	STP Urban regionally selected
S16	FTA Elderly & Disabled Persons	STP	STP all other STP project not listed
S18	FTA Rural Areas	Other	All other Federal Funds Sources
SJ	FTA Discretionary for Capital Expenditure		

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

12. State Funds Code. Enter appropriate for any of the listed funds to be used on this project.

CAPP	County Arterial Preservation Program	RAP	Rural Arterial Program
TIA	Transportation Improvement Account	UATA	Urban Arterial Trust Account
PWTF	Public Works Trust Fund	Other	i.e. WSDOT

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

14. Local Funds. Enter all funds from local Agencies (in thousands) of the phase regardless of when the funds will be spent.

15. Total Funds. Enter the Sum of columns 10, 12, and 14.

16-19. Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years). Enter the estimated expenditures (in thousands) of dollars by year. This data is for Local Agency use.

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.

EIS	Environmental Impact Statement	CE	Categorical Exclusion
EA	Environmental Assessment	NA	Not Applicable/Unknown

21. R/W Certification. Circle Y if Right of Way acquisition is required. If yes, Enter R/W Certification Date if known. This is required for Federally funded projects only.



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: SMALL BUSINESS ADMINISTRATION CENTER FUNDING REQUEST**  
**DATE: DECEMBER 9, 1998**

#### **INFORMATION/BACKGROUND**

At the last Council Meeting, Council requested staff to return the issue of the Chamber request for Small Business Administration Center funding (\$1000) at the next Council Meeting.

#### **POLICY CONSIDERATIONS**

The Chamber is asking the city to participate in a program that assists the formation of small business enterprise in our jurisdiction and surrounding area. Although not much business activity is formed as a consequence of this program, the program provides a small business information service.

#### **FISCAL CONSIDERATIONS**

Council can decide to grant the funding for this activity in order to derive economic benefit through fostering small business information in the community. Staff recommends that if the grant is made, it occur immediately for two reasons. One, the grant would not negatively affect the 1998 or 1999 budget. Two, the Chamber's current fiscal cycle is already underway.

#### **RECOMMENDATION**

The attached contract would need to be authorized by Council for signature. The contract has been approved as to form by Legal Counsel.

GIG HARBOR ✓ PENINSULA AREA  
**CHAMBER OF COMMERCE**

3302 HARBORVIEW DR., STE 2 GIG HARBOR, WA 98332 PHONE: (253) 851-6865 FAX: (253) 851-6861

December 9, 1998



The Honorable Gretchen Wilbert  
Mayor, City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98332

Dear Gretchen:

On behalf of the Gig Harbor/Peninsula Area Chamber of Commerce, I'd like to formally request that the City help strengthen a vibrant local entrepreneurial base and support for small business through the Chamber's Small Business Assistance Center (SBAC)

We are proposing a formal contract between the City and the Chamber for the following items:

- Library Materials \$400
- A Small Business Start-up Kit \$350
- SBAC Brochure \$250

The SBAC is open Monday through Friday, 10 a.m. – 5 p.m. It is staffed by a paid coordinator Tuesday through Thursday, 10 a.m. – 2 p.m. Appointments at other times during the week may be arranged in advance. We also have access to a half dozen volunteer business counselors with specialized areas of expertise.

At no cost, the SBAC offers personal counseling; access and check-out of library materials; access to a computer with Internet and up-to-date word processing, data base, spread sheet, accounting and graphic design software; tax and license forms; and various written materials, handouts, etc. For a small fee, the SBAC offers start-up kits; educational workshops; and small business luncheons.

We would like to list the City as an SBAC partner on the city-purchased library materials, put its logo on the brochure, and include a formal letter from the City in the front of the new business start-up kits. In addition, the city will be recognized as a partner in the Chamber's newsletter.

Last year the SBAC served more than 250 customers. Most of these are entrepreneurs – people with good ideas that want to add a service or product to the local area. We answer a variety of questions, review marketing and business plans, and refer potential businesses on to other agencies, organizations and businesses that can provide expanded help. We also focus on helping small- to medium-sized businesses increase their economic stability and be good "business citizens" in this community.

Please give this request careful consideration. It is in line with the City's vision of a strong business community. We would appreciate your support and investment in this important service.

Best wishes,

A handwritten signature in black ink, appearing to read 'Marie Sullivan', written over a vertical line.

Marie Sullivan

cc: Gig Harbor City Council Members

GIG HARBOR ✓ PENINSULA AREA  
**CHAMBER OF COMMERCE**

3302 HARBORVIEW DR., S. E. GIG HARBOR, WA 98324 Phone (360) 851-6885 Fax (360) 851-6888



November 17, 1998

Mr. Mark Hoppen, Administrator  
City of Gig Harbor  
3105 Judson St  
Gig Harbor, Wa 98335

Dear Mr. Hoppen,

Attached, please find the Gig Harbor/Peninsula Area Chamber of Commerce's request for partial funding for the Gig Harbor/Peninsula Area Chamber of Commerce Small Business Assistance Center (SBAC). Our request to the City represents 11.6% of the total budget for the SBAC for our fiscal year 10/1/98 ending 9/30/99.

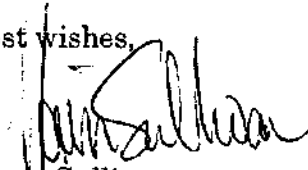
The SBAC originated in 1993. Original funding was obtained by a grant awarded by the State Board for Community and Technical Colleges. It has since been supported by Chamber of Commerce funds, Community donations, Local business donations and by assorted fundraising activities. Tacoma Community College also partners with the SBAC to provide regular seminars and workshops that target the needs of business owners.

In 1998 alone, the SBAC provided individual counseling for 183 clients. The SBAC, jointly with Tacoma Community College, presented quarterly business related workshops.

A partnership between the SBAC and the City of Gig Harbor makes good sense. The SBAC can assist you by helping parties that come into the City Building seeking information about starting a business in Gig Harbor or by simply providing them information relating to sign codes, tax structure, documentation requirements, etc.

We thank the City of Gig Harbor for it's consideration of our request. If I can answer any questions, please give me a call. We look forward to hearing from you.

Best wishes,

  
Marie Sullivan  
Executive Director

**City of Gig Harbor**  
**1999 General Fund**  
**Application for Funding**

Requesting Group: Gig Harbor/Peninsula Area Chamber of Commerce  
 Date: November 17, 1998  
 Address: 3302 Harborview Drive Gig Harbor, Wa 98335  
 Phone: 851-6865 Fax: 851 6881  
 Contact: Marie Sullivan, Executive Director

**Name of Project: Support for operation of the Gig Harbor/Peninsula Area Chamber of Commerce Small Business Assistance Center.**

1. Proposal description: The Gig Harbor/Peninsula Area Chamber of Commerce requests that the City of Gig Harbor provide funds for the operation of the Gig Harbor/Peninsula Area Chamber of Commerce Small Business Assistance Center. Source of funds to come from the City of Gig Harbor's general fund. The Small Business Assistance Center (SBAC) is located at 3302 Harborview Dr / Gig Harbor, Wa and is located in the Gig Harbor Chamber of Commerce building. The SBAC provides quality, accessible resources and services to support the success of local small businesses. The SBAC provides individual consulting to prospective and existing local businesses. The SBAC also maintains a business library that includes books, video tapes, government publications and forms, tax forms and business start-up kits. The SBAC provides an important role in the business community by not only assisting the start-up businesses but also by providing programs and information that will increase the success of existing businesses. The SBAC can help benefit the City of Gig Harbor by assisting those clients that come to the City seeking information relating to laws and regulations relating to doing business in the City of Gig Harbor.
2. Estimated duration of project: Funding will help underwrite the cost of the program for the fiscal year beginning 10/1/98 and ending 9/30/99.
3. Amount Requested: \$1,000
4. Breakdown of Cost: The \$1,000 would partially offset the cost of operating the SBAC for the fiscal year.
5. Total Cost of the Project. The total budgeted cost of the program for the fiscal year is \$8,593.00. Source of funds to pay for the remaining cost of the program come from:

**INCOME SOURCES**

Chamber	\$2,193
Community Softball Tournament	\$1,000
Corporate Sponsorships	\$1,400
Sponsorship of Community Luncheons	\$ 800
Community seminars & workshops	\$1,000
Sales of business start-up kits	\$1,200
<b>Total:</b>	<b>\$7,593</b>

**PROGRAM EXPENSES**

Coordinator Contract	\$6,240
Telephone	\$ 840
Postage	\$ 145
Library Materials	\$ 470
Supplies	\$ 530
Fundraising Exp	\$ 368
<b>Total:</b>	<b>\$8,593</b>



**AGREEMENT FOR CONTRIBUTION OF FUNDS FOR THE SMALL BUSINESS  
ADMINISTRATION CENTER  
BETWEEN GIG HARBOR AND THE GIG HARBOR  
PENINSULA AREA CHAMBER OF COMMERCE**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Gig Harbor Peninsula Area Chamber of Commerce, a Washington corporation, Gig Harbor, Washington, (hereinafter the "Chamber"), for the City's contribution of funds to the Chamber, to be used for the express purposes set forth in this agreement.

**WHEREAS**, the City desires to contribute such funds to the Chamber for Economic Development, and to obtain the Chamber's agreement to expend such funds for the purposes described herein; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

**Section 1. Scope of Activities.** The City shall transfer One Thousand Dollars (\$1,000.00) to the Chamber upon execution of this agreement, to be used for the purchase of the following items for the Small Business Administration Center for the fiscal year ending September 30, 1999:

A.	Library materials	\$400
B.	A small business start-up kit	\$350
C.	SBAC brochure	\$250

**Section 2. Term.** This agreement shall commence upon execution by both parties and shall terminate on September 30, 1999, unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3. Contribution and Payment.** The total disbursement made by the City to the Chamber shall not exceed One Thousand Dollars (\$1,000.00), and will be disbursed upon receipt of invoice from the Chamber. The Chamber shall expend the funds prior to September 30, 1999. Any funds not spent by September 30, 1999 for the items described in Section 1 shall be promptly returned to the City.

**Section 4. Auditing of Records, Documents and Reports.** The Chamber shall maintain books, records, documents and other materials which sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Chamber with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

**Section 5. Compliance with Federal, State and Local Laws.** The Chamber agrees to abide by all applicable federal and state statutes and regulations prohibiting employment

discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

**Section 6.**     **Reporting.** The Grantee agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 1999. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

**Section 7.**     **Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that the Chamber has failed to expend the funds identified in Section 1 in accordance with state law and this Agreement, the City reserves the right to commence an action against the Chamber to recover said funds, in addition to all of the City's other available remedies at law.

**Section 8.**     **Legal Relations.** Neither the Chamber, nor any employee, officer, official or volunteer of the Chamber shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the Chamber or the City by reason of entering into this Agreement except as expressly provided herein.

**Section 9.**     **Indemnification.** The Chamber agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

**Section 10.**    **Severability.** If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

**Section 11.**    **Attorneys' Fees.** In the event that the City is required to institute a lawsuit against the Chamber to enforce any of the terms of this Agreement and the City prevails in such lawsuit, the Chamber agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

**Section 12. Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

THE CHAMBER OF COMMERCE

THE CITY OF GIG HARBOR

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Funds Disbursed and Execution Acknowledged:

By \_\_\_\_\_

Gig Harbor Finance Director

Approved as to form:

BY \_\_\_\_\_

City Attorney

