

Gig Harbor City Council Meeting

**June 27, 2011
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, June 27, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of June 13, 2011.
2. Correspondence / Proclamations: Proclamation: Independence Day.
3. Liquor License Action: a) Renewals: The Keeping Room; Hunan Garden Restaurant; Kinza Teriyaki; and Spiro's Bella Notte Pizza.
4. Receive and File: a) Boys & Girls Club Yearly Report; b) Minutes of June 6, 2011 HBZ Workstudy Session; c) Gig Harbor Historic Waterfront Association Progress Report.
5. WWTP Phase 1 Improvements - Amendment to PWTF Loan Agreement for Time Extension.
6. Grandview Forest Water Tanks Anchoring Project – Special Testing Services / Construction Testing Laboratories.
7. Municipal Court Judge Contract.
8. Volunteer Policy.
9. Safety / Accident Prevention Plan Policy
10. Rosedale Street Pedestrian Improvement Project – Final Design and Permitting Contract.
11. 2011 Water Main Improvement and Replacement Project – Construction Contract Award.
12. Approval of Payment of Bills for June 27, 2011: Checks #67191 through #67312 in the amount of \$1,118,962.75.

PRESENTATIONS:

1. Independence Day Proclamation – Ken Roberts: John Paul Jones Chapter of the Sons of the American Revolution.
2. Recognition of Justin Bonnell – “Map Your Neighborhood”
3. Boys & Girls Club Report – Mark Starns, CEO and JoAnne Maxwell, Branch Manager.
4. Gig Harbor Chamber Economic Development Committee: Tom Drohan and Warren Zimmerman.

OLD BUSINESS:

1. Hospital Benefit Zone – Five-Year Plan.

NEW BUSINESS:

1. First Reading of Ordinance – Adopting a New Commute Trip Reduction Plan.
2. First Reading of Ordinance - Downtown Limited Parking.
3. First Reading of Ordinance – Donations and Consideration of a Resolution for a Donation Policy.

STAFF REPORT:

Updates to the Special Events Permit Policy.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Wastewater Treatment Plant Ribbon Cutting: Tue. July 12th at 11:30 a.m.
2. Donkey Creek Project Community Meeting: Thu. July 14th at 6:30 p.m. at Harbor Ridge Middle School.
3. Operations Committee: Thu. July 21st at 3:00 p.m.
4. Special Council Meeting: Mon. Aug. 29th at 5:30 p.m. – Maritime Pier Construction Bid Award.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – June 13, 2011

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Malich, Payne, Kadzik and Mayor Hunter.

CALL TO ORDER: 5:31 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of May 23, 2011.
2. Correspondence / Proclamations: National Flag Day Proclamation.
3. Receive and File: a) Minutes of May 16, 2011 HBZ Workstudy Session; b) Eagle Scout Project Proposal – Wilkinson Farm Footbridge.
4. Liquor License Action: Special Occasion – GHP Historical Society;
5. Resolution No. 862 – Surplus Property.
6. Appointments to Planning Commission.
7. Wilkinson Farm Park Trail System Conceptual Design and Wetland Mitigation Plan Contract.
8. Acceptance of McCormick Creek Development Easement.
9. Grandview Forest Water Tanks Anchoring Project – Construction Bid Award and Construction Services Contracts.
10. 2011 Travel Demand Model Update - Consultant Services Contract.
11. Kitsap Jail Contract.
12. Fire Investigation Contract Renewal – Pierce County.
13. Interlocal Agreement for Fire Inspection Services – Pierce County Fire District 5.
14. Amendment to Donkey Creek / Austin Estuary Design Contract – MSA.
15. Safeway Redevelopment Inspection Services – Consultant Services Contract.
16. Shoreline Master Program Update Consultant Services Contract – Second Amendment.
17. Approval of Payment of Bills for June 13, 2011: Checks #67052 through #67190 in the amount of \$671,627.75.
18. Approval of Payroll for the month of May: Checks #6254 through #6260, checks #6273 through #6276, and direct deposits in the amount of \$308,277.67.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Conan – unanimously approved.

Mayor Hunter introduced Reid Ekberg, newly appointed member and Jim Pasin, re-appointed member, both of the Planning Commission.

PRESENTATIONS:

National Flag Day Proclamation – Ken Roberts, John Paul Jones Chapter of The Sons of the American Revolution. Mr. Roberts was not present and so no presentation was made.

OLD BUSINESS:

1. Second Reading of Ordinance – Restaurant 1 Uses in Waterfront Millville.

Planning Director Tom Dolan presented the background for this ordinance and offered to answer questions.

Councilmembers and the Mayor discussed the intent and possible effects on the Millville Neighborhood of the proposed ordinance.

MOTION: Move to adopt Ordinance No. 1213 as presented.
Kadzik / Conan – roll call vote:

Ekberg – no; Young – yes; Franich – no; Conan – yes; Malich – no; Payne – yes; and Kadzik – yes. Motion carried 4 – 3.

2. Donkey Creek Daylighting Project Update. City Administrator Rob Karlinsey explained that Council requested additional information regarding funding options, refining the daylighting design including probable construction costs, and developing the roadway improvements including probable cost. He presented a brief overview of the requested information.

Senior Engineer Emily Appleton presented additional information on the refined daylighting design and roadway improvements.

Senior Planner Jennifer Kester spoke about the enhancement corridor and the trees that would be affected by constructing Austin Street as a two-way.

Mayor Hunter voiced appreciation for the museum's effort to make more easement available for the project.

Walt Smith – 19316 99th St. KPN, Vaughn, WA. Mr. Smith said that he has been working with staff, Lyndon Lee, and Bow Architects on developing a more aesthetically pleasing solution for daylighting the creek that will be approved by the Department of Fisheries and remain within budget. He gave an overview of the proposed concept and answered questions.

Steven Lynn – 9041 Peacock Avenue. Mr. Lynn, owner of Morso and Water to Wine, talked about “construction fatigue” from ongoing construction on Harborview for the past two years. He spoke in favor of the one-way proposal as it would appear to have less impact on traffic flow and be less costly. He then encouraged additional signage to bring more recognition to that area.

Dave Morris – 2809 Harborview Drive. Mr. Morris spoke on behalf of the Morris Foundation, the Rotary Club, and the museum in asking for assurance that none of the proposals would result in relocating the Midway School.

The Mayor and Council responded that none of the proposals are based on moving the school.

Jim Pasin – 3212 50th St. Ct. Mr. Pasin said that this project began as restoration of Donkey Creek but what is being proposed isn't restoration. He voiced dismay at the discussion on a proposal to go on the other side of the park, build another retaining wall and cut trees that could affect the upland stream. He encouraged Council to stop this project.

Frank Ruffo – 2767 Holly Bluff Court. Mr. Ruffo spoke first on behalf of the museum, saying they are in support of either alternative to help traffic flow. As a citizen, he said we have to stay within budget. He said something could be built with future modifications in mind; sending the money back would be ridiculous. He finalized by saying that the museum wants to continue to partner with and to have a great relationship with the city and citizens.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich agreed with comments made by Mr. Pasin. He said he opposes closing Harborview Drive, adding information about Austin Street being a slide area. He talked about traffic counts, the budget and raising stormwater fees while taking \$300,000 from that account to do this project. He addressed cutting the trees using his own past experience of being required to replace one dead tree with 42. He then told the story of how salmon were introduced into Donkey Creek and finalized by saying if you fool with Austin there will be another slide and you'll have to look for another access.

Councilmember Young clarified for the public that closing Harborview Drive was always the plan. He voiced frustration that the stabilization and tree removal issues should have been known before we applied for the grant.

MOTION: Move to approve the pocket park over the arch culvert with one-ways and the staff estimate of \$2,575,000.00.
Ekberg / Young -

Councilmember Ekberg said he supports this proposal because it gets the most of what we want with the budget we have.

Councilmember Payne spoke against this proposed motion citing several reasons. He said he supports the two-way of Austin.

Councilmember Conan agreed with many of the comments by Councilmember Payne, adding his own concerns. He said that he would not support the motion.

Councilmember Kadzik said this is really two projects and suggested separating the motion. He said he would not support the current motion and suggested more public input on this new information on Austin Street.

Mayor Hunter said we should work within budget.

There was discussion about requests to find funding from the HBZ for other projects and how the allocation is based upon each person's priorities.

Councilmember Franich voiced support of opening a problematic culvert but spoke against spending the money on these roads.

RESTATED MOTION: Move to approve the pocket park over the arch culvert with one-ways and the staff estimate of \$2,575,000.00.

Ekberg / Young - roll call vote:

Ekberg – yes; Young – yes; Franich – yes; Conan – no; Malich – no; Payne – no; and Kadzik – no. Motion failed 3 – 4.

There was discussion on separating the project into two parts and the importance of further public input on the impacts of the project.

Councilmember Malich voiced his desire to daylight Donkey Creek with a traffic bridge or arch culvert to avoid taking out trees and installing large retaining walls at Austin. This was discussed further.

There was consensus to have further public outreach on the Austin Street Design with an emphasis on mitigation of the retaining walls and loss of trees. Because of the time constraint for the non-transportation portion, Council was asked to move forward with design for daylighting the creek and Austin Estuary.

MOTION: Move forward and negotiate with MSA for the design of daylighting the creek and Austin Estuary from North Harborview Drive out to the bay.

Young / Kadzik – unanimously approved.

Councilmember Kadzik spoke in favor of the two-way on Austin to support flow from the park to the museum and the functions that could take place.

Staff was directed to hold the public outreach at Harbor Ridge Middle School and to strive for as much participation as possible.

3. Hospital Benefit Zone Project List. City Administrator Rob Karlinsey explained that at the workstudy session, Council identified twelve projects for funding in the next five years which he placed in a Five-Year Capital Plan for consideration. He gave an overview of the projects and estimated costs and answered questions. After discussion, Mr. Karlinsey said he would bring back the final Five-Year Plan for approval at the June 27th meeting.

NEW BUSINESS:

1. Ordinance – Termination of Moratorium on Medical Marijuana Dispensaries.
Zach Lell, Legal Counsel sitting in for Angela Belbeck, recommended adopting this ordinance terminating the moratorium passed in April in one reading as it's basically a housekeeping item. He gave a brief overview of what has occurred in the State Legislature with this topic, saying that one aspect that wasn't vetoed will allow collective gardens for qualified medical marijuana patients. He added that staff's recommendation is to enact a moratorium on collective gardens before the law comes into effect on July 22nd. This will allow the city to establish a zoning and licensing framework for these uses.

MOTION: Move to adopt Ordinance No. 1214.
Conan / Young – unanimously approved.

STAFF REPORT:

City Administrator Rob Karlinsey said he wanted to publically thank his co-workers for their hard work on the Maritime Festival.

Councilmember Franich asked for clarification on funding for Consent Agenda 14 – Amendment to Donkey Creek / Austin Estuary Design Contract with MSA. Mr. Karlinsey responded that the amount is part of the already budgeted amount from the Stormwater Fund.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Hunter said he thinks Council is being rough on staff regarding the design of the Donkey Creek Project; this isn't standard engineering and there are few firms that have done wetland or estuary work. He asked that Council keep this in mind.

Councilmember Young announced that Pierce County Regional Council meets this Thursday for a public hearing on Comp Plan Amendments; one of which is Gig Harbor's. He asked if Council has any direction for him to let him know before the meeting.

Councilmember Malich thanked Emily Appleton for her time spent helping him understand the Donkey Creek project. Mayor Hunter recognized her efforts in trying to save the city money.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Shorecrest Sewer Rate Public Meeting: Wed. June 15th at 5:30 p.m.
2. Operations Committee Meeting: Thu. June 16th at 3:00 p.m.

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

MOTION: Move to go into Executive Session at 7:57p.m. for approximately fifteen minutes to discuss property acquisition per RCW 42.31.110(b).
Franich / Malich – unanimously approved.

MOTION: Move to return to regular session at 8:09 p.m.
Kadzik / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:09 p.m.
Kadzik / Conan – unanimously approved.

CD recorder utilized: Tracks 1002 – 1024

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, on this day in 1776, the members of the Continental Congress met at the State House in Philadelphia and voted unanimously to adopt the Declaration of Independence; and

WHEREAS, the adoption of this historic document marked the birth of the United States of America which would become a free and independent nation; and

WHEREAS, it is fitting that the anniversary of this great event should be appropriately observed each year throughout the United States with joy, hope and spirit; and

WHEREAS, the Congress of the United States resolved in 1963 that the anniversary of the adoption of the Declaration of Independence should be observed each year by the ringing of bells throughout the United States when the clock strikes two o'clock in Philadelphia eastern daylight time, on the fourth day of July; and

WHEREAS, as we reflect upon our history, let us never forget the visions that have been fulfilled, the battles that have been fought, and the sacrifices that have been made to preserve the magnificent ideals that have created the distinct foundation of this country; and

WHEREAS, the John Paul Jones Chapter, Washington State Society, Sons of the American Revolution reminds us of the importance of the Declaration of Independence:

NOW, THEREFORE, I, Charles Hunter, Mayor of the City of Gig Harbor, do proclaim July 4, 2011, as

INDEPENDENCE DAY

and encourage all citizens of Gig Harbor to pause in recognition of the National Bell Ringing Ceremony. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 27th day of June, 2011.

Mayor, City of Gig Harbor

Date

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 06/06/2011

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20110930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. THE CAPTAIN'S MATE, INC.	THE KEEPING ROOM, CANDLES & WINE 7811 PIONEER WAY GIG HARBOR WA 98335 0000	086515	BEER/WINE SPECIALTY SHOP
2. PANDA INC.	HUNAN GARDEN RESTAURANT 5500 OLYMPIC DR GIG HARBOR WA 98335 0000	076567	SPIRITS/BR/WN REST SERVICE BAR
3. JU, SUN WOO	KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000	077031	BEER/WINE REST - BEER/WINE
4. SPIRO'S BELLA NOTTE', INC.	SPIRO'S BELLA NOTTE' PIZZA & PASTA 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000	363055	SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE

June 6, 2011

Rob Karlinsky
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Rob,

It is with great pleasure I write this program report for the City of Gig Harbor. Please find enclosed the following program reports for the Cheney Family Branch of the Boys & Girls Clubs of South Puget Sound.

- 2010 Impact of One Year with total members listed as well as those who are City residents.
- 2010 Program report which lists individual programs under our core program areas; character and leadership, health and life skills, the arts, sports and fitness, education and career, technology; as well as our family events and community participation activities.
- 2010 Typical events calendar for the Active Retirement and Senior Club
- Jan.-May 2011 Program report as explained above.
- Jan.-May 2011 Attendance report listing total members and those who are City residents.
- 2011 Typical events calendar for the Active Retirement and Senior Club

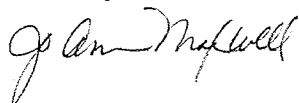
We are very fortunate to have such a positive working relationship with the City of Gig Harbor. We are committed to providing high quality, diverse programs for children aged 6-18 and seniors 60 and better to unite the Gig Harbor community and improve the quality of life for its citizens.

We continue to expand and enhance our programs as we reach more members. On our first day of business we had 12 children members and one senior member. We are pleased to let you know that the Jim and Carolyn Milgard Family HOPE Center facility has served over 13,000 youth in 2010 through the Boys & Girls Club and our HOPE Center partners. The number of family members served by our various programs increases that number greatly.

We invite you and the City Council to join us any day for our events and programs to see our successes first hand. Please feel free to contact me at any time with questions regarding the content in the attached documents.

We look forward to the opportunity to report out and thank the City of Gig Harbor at the upcoming council meeting.

Sincerely,



Jo Ann Maxwell
Director, Jim and Carolyn Milgard Family HOPE Center
Cheney Family Branch Boys & Girls Club

The Impact of ONE Year... Consent Agenda - 4a Page 2 of 11

Cheney Family Branch at the Jim and Carolyn Milgard Family HOPE Center

Program Space	22,000 sq. ft.	
Club Members	734	
City of Gig Harbor Club Members	354	
Average Daily Attendance (school year)	100	
Average Daily Attendance (summer)	100	
Teen Members	205	
City of Gig Harbor Teen Members	108	
Meals & Snacks Served	24,700	
Members Participating in the Following 6 Core Program Areas 2-3 Times/Week (School Year)	192	The Arts
Technology		
Career & Education		
Sports, Fitness, Recreation		
Character & Leadership Development		
Health & Life Skills		
Financial Aid for Membership	\$100,000	
Staff to Youth Ratio	1:15	



Boys & Girls Club Mission:

*To enable all young people,
especially those who need us most,
to reach their full potential,
as productive, caring, responsible citizens.*



BOYS & GIRLS CLUBS
OF SOUTH PUGET SOUND
CHENEY FAMILY BRANCH

BGCSPS.ORG
Facebook.com/CheneyFamilyBranch
253.502.4670

Partner & Community Impact

Consent Agenda - 4a
Page 3 of 11

- Vision:** The HOPE Centers will create a safe, vibrant environment where people are supported to be healthy, knowledgeable, independent, productive, responsible, and caring citizens.
- Mission:** The HOPE Centers are committed to uniting the community and improving the quality of life by providing quality services, education, and advocacy for youth and families.

340 Days Open, Youth and Adults Average Daily Attendance 292
1,500 adults and 3,489 youth (not Boys & Girls Club members) participated in programs and services provided by tenants at the Jim and Carolyn Milgard Family HOPE Center in the first year.
Adults Average Daily Attendance 50
Youth Average Daily Attendance 130 (100 Club Members, 30 Non Club Members)

50 Organizations have used the Jim and Carolyn Milgard Family HOPE Center in the first year and over 500 events have been held.

Active Retirement & Senior Club of Gig Harbor

Provides a social outlet for seniors and provide them with health and well-being activities and programs.

- 110 active members

Harbor Christian Center

Member of the Willow Creek Association whose vision is to reach out to the un-churched in their community.

- Over 49 Sundays, 26,801 adults and 7,546 youth served

Lindquist Dental Clinic for Children

Provides accessible, compassionate and effective dental care to Pierce County children in need.

- 1,198 patient appointments since opening in October 2009

Peninsula Athletic Association

Mission is that all children participate regardless of skill level, experience or athletic ability. Children have the opportunity to grow, learn and come away from the season feeling positive about themselves and having the desire to play again.

- 2,750 participants in sport programs

Eli: A Story of Hope



Eli began attending the Cheney Family Boys & Girls Club soon after we opened our doors in October of 2009. The staff in the Learning Center quickly realized that he was in need additional tutoring. He did not do well in his first year of kindergarten so he was pulled out mid-year and began the 09-10 school year in a new school.

Eli was an extremely active and verbal child when we first met him. He had a hard time sitting, concentrating, and controlling his body. Sometimes he would let his anger get the best of him and would act out. His mother affirmed what the staff had been seeing at the Club and we began working together--the Club staff, the school, and the family--on Eli's behavior and skills.

When he first began in the Learning Center, Eli did not know his alphabet and math was not easy for him. The Learning Center Staff worked with him on his alphabet, reading, and math skills. In the gym, art room, and other areas, staff worked with Eli to teach him different ways to get along with friends, deal with his anger, and how to listen when others were speaking.

By the end of the 09-10 school year, Eli was reading and his math skills were improving. Slowly but surely, the real Eli began to emerge. We were seeing what we knew was inside Eli since the day we met him; an amazing kid, with talents, a good friend to others and a good Club citizen.

When he returned to the Club this school year, Eli showed a huge improvement in his behavior. Learning Center staff were amazed by what he can do. He can now add single digit numbers and read. He is a proud first grader that is now reading at a second grade level.

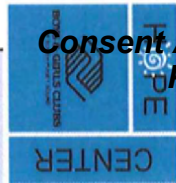
Eli is becoming a leader at the Club. He is learning problem solving skills and wants to help others. He is beginning to notice his impulse to control issues and is now addressing them one step at a time. He is proud of himself and who is becoming. Eli not only has a better future ahead of him, but he empowers others around him to be respectful and optimistic as well. We are so proud to know Eli and we look forward to seeing his accomplishments and successes as he grows.

Cheney Family Branch Boys & Girls Club
Program Report
Programs Facilitated in 2010



Character & Leadership	Health & Life Skills	The Arts	Sports, Fitness and Recreation
Keytone (2x/wk - 20 members)	Triple Play: Mind, Body & Soul (5x / wk - 130 kids)	National Fine Arts (3x/wk - 100 members)	MLB Wanna Play (2x-3x/wk - 130 members)
Torch Club (2x/wk - 13 members)	Passport to Manhood (1x/wk - 20 members)	Drama Matters (1x/wk - 30 members)	Tournament Tuesdays (1x/wk - 130 members)
Youth of the Year (Aug. - Dec. 2 members)	Healthy Habits (3x/wk - 130 members)	Silk Screening Club (1x/wk - 40 members)	Elks National Hoop Shoot (1x per year - 50 members)
Kids at Hope (5x/wk - 130 members)	SMART Girls (1x/wk - 15 members)	Image Makers (3 months, 2x/wk - 25 members)	Volley Ball Lessons (2x /wk - 75 members)
Big Green Help (1 week, 130 members)			Dance Class (1x/wk - 25 members)
			Cheer Lessons (2x/wk - 15 members)

Education & Career Development	Technology	Family Plus	Community Staff Participation
Power Hour (4x/wk - 130 members)	Netsmartz (1x/wk - all members when entering the BOTTLab for the first time)	Free Family Fun Night Carnival and Dinner - 250 people	Discovery Elementary Math Academy (2x/wk)
Money Matters (1x/wk - 15 members)	Club Tech (1x/wk - 130 members)	Free Family Fun Spaghetti Dinner - 250 people	Lunches at Middle Schools (minute to win it game time) - quarterly
Club Buck Student Store Incentive Program	Computer Refurbishing and Fundraising - on-going 10 members	Free Family Thanksgiving Dinner - 300 people	Maritime Gig Festival
Jr. Staff/Sr. Projects (5x/wk - 45 members)		Free Family Pancake Breakfast - 20 people	Discovery Elementary Make and Take Fair
Ultimate Journey (1x/wk - 15 members)		Parent Orientations	Artondale Craft Fair
Chemistry Club (2x/wk - 75 members)			Open Houses at all PSD schools
Project Learn (5x /wk - 130 members)			
Gardening Project in conjunction with WSU Extension Office - May-Sept. (5x / wk - 20 members)			PenMet Parks Scarecrow Festival
			Net Shed Event



Active Retirement and Senior Club of Gig Harbor December, 2010

Monday	Tuesday	Wednesday	Thursday	Friday	Sa/Su
<p>Club Hours 10:00am - 3:00pm Monday thru Friday</p>	<p>Joyce Schultz Program Coordinator 253-502-4670</p>	<p>1 8:30-Noon Pickle Ball 10:00-11:00 Tai Chi (Seated) 11:00-12:00 Tai Chi Cont'd 11:30 Blood Pressure Check 12:00 CCS Senior Lunch</p> <p><i>Happy Chanakuh</i></p>	<p>2 8:30-10:30 Pickle Ball 10:00 Computer Instruction Email & Attachments 12:00 CCS Senior Lunch December Birthday Cake</p>	<p>3 8:30-10:30 Pickle Ball 11:00 Wii Games 1:00 Movie & Popcorn</p>	4/5
<p>6 8:30-10:30 Pickle Ball 10:00-11:00 Tai Chi (Seated) 11:00-12:00 Tai Chi Cont'd 12:00 CCS Senior Lunch 12:45 Bingo</p>	<p>7 8:30-10:30 Pickle Ball 10:00 Computer Lab 12:00 Lunch Outing @ Peninsula Retirement 1:00 Tai Chi - Beginning</p>	<p>8 8:30-Noon Pickle Ball 10:00-11:00 Tai Chi (Seated) 11:00-12:00 Tai Chi Cont'd 11:30 Blood Pressure Check 12:00 CCS Senior Lunch</p>	<p>9 8:30-10:30 Pickle Ball 10:00 Computer Instruction Email & Attachments 12:00 CCS Senior Lunch</p>	<p>10 8:30-10:30 Pickle Ball 11:00 Wii Games 12:00 Holiday Potluck & Membership Meeting</p>	11/12
<p>13 8:30-10:30 Pickle Ball 10:00-11:00 Tai Chi (Seated) 11:00-12:00 Tai Chi (Cont'd) 12:00 CCS Senior Lunch 12:45 Bingo</p>	<p>14 8:30-10:30 Pickle Ball 10:00 Computer Lab 1:00 Tai Chi - Beginning</p>	<p>15 8:30-Noon Pickle Ball 10:00-11:00 Tai Chi (Seated) 11:00-12:00 Tai Chi (Cont'd) 11:30 Blood Pressure Check 12:00 CCS Senior Lunch</p>	<p>16 8:30-10:30 Pickle Ball 10:00 Computer Instruction Email & Attachments 11:00-3:00 Foot Care Call Joyce for Appt. 12:00 CCS Senior Lunch 12:30 Healthy Nutrition Talk 12:30 Mocha Madness!</p>	<p>17 8:30-10:30 Pickle Ball 11:00 Wii Games 1:00 Movie & Popcorn</p>	18/19
<p>20 10:00-11:00 Tai Chi (Seated) 11:00-12:00 Tai Chi (Cont'd) 12:00 CCS Senior Lunch 12:45 Bingo</p>	<p>21 1:00 Tai Chi - Beginning</p>	<p>22 10:00-11:00 Tai Chi (Seated) 11:00-12:00 Tai Chi (Cont'd) 11:30 Blood Pressure Check 12:00 CCS Senior Lunch</p>	<p>23 12:00 CCS Senior Lunch</p>	<p>24 CHRISTMAS HOLIDAY ~Club Closed~</p>	25/26
<p>27 CHRISTMAS HOLIDAY ~Club Closed~</p>	<p>28 1:00 Movie & Popcorn</p>	<p>29 12:00 CCS Senior Lunch</p>	<p>30 12:00 CCS Senior Lunch</p>	<p>31 NEW YEARS EVE ~Club Closed~</p>	

Birthday Celebration
December Birthday Babies
Sponsored by HarborPlace @
Cottsmore

Bingo
Sponsored by HarborPlace @
Cottsmore

Blood Pressure Check
Sponsored by Cottsmore

Computer Classes & Lab
Non-Member: \$5/session
Members: No charge

Ear Clinic w/ Audiologist
Hearing & wax check; hearing
aid cleaning; evaluation

Foot Care
Self Pay (\$30) -- Call Joyce
for Appt. @ 502-4670

Tai Chi
10:00 Seated Class (M&W)
11:00 Continued Class (M&W)
Begining Class
Tuesdays @ 1:00pm

Mocha Madness on
December 16 @ 12:00pm
Sponsored by Peninsula
Retirement

**Holiday Potluck &
Membership Meeting**
Friday, December 10th @ noon
Call Joyce to sign up

Active Retirement and Senior Club of Gig Harbor May, 2011

	Monday	Tuesday	Wednesday	Thursday	Friday	Sa/Su
	2 8:30-10:30 Pickle Ball No Tai Chi-Royann Vac.	3 8:30-10:30 Pickle Ball	4 8:30-10:30 Pickle Ball No Tai Chi-Royann Vac.	5 8:30-10:30 Pickle Ball	6	7/8
	12:00 CCS Lunch 12:45 Bingo	10:30 Computer Instruction Word 12:00 Lunch Outing @ Peninsula Retirement	11:30 Blood Pressure Check 12:00 CCS Lunch 12:30 Molina Health Care Speaker: Medicare A,B&D	10:00 Computer Instruction Attaching Documents 12:00 CCS Senior Lunch Happy Bday May Babies! Cake @ Lunch	11:00 Wii Bowling Lessons	
	9 8:30-10:30 Pickle Ball No Tai Chi-Royann Vac.	10 8:30-10:30 Pickle Ball	11 8:30-10:30 Pickle Ball 10-11 Tai Chi Beginning 11-12 Tai Chi (on-going)	12 8:30-10:30 Pickle Ball 10:00 Computer Instruction Attaching Documents 12:00 CCS Senior Lunch 12:30 Cards	13 8:30-10:30 Pickle Ball	14/15
	12:00 CCS Senior Lunch 12:45 Bingo	10:30 Computer Instruction Word 1:00-5:00 Bake Sale	11:30 Blood Pressure Check 12:00 CCS Senior Lunch 12:30 N Speaker on Pre-Paid Legal Services	12:00 CCS Senior Lunch 12:30 Cards	11:00 Wii Bowling Lessons	
	15 8:30-10:30 Pickle Ball 10:00-11:00 Beginning 11:00-12:00 Tai Chi (Cont'd)	17 8:30-10:30 Pickle Ball	18 8:30-10:30 Pickle Ball 10-11 Tai Chi Beginning 11-12 Tai Chi (on-going)	19 8:30-10:30 Pickle Ball 10:00 Computer Instruction Attaching Documents 10:00-3:00 Foot Care	20 8:30-10:30 Pickle Ball	21/22
	12:00 CCS Senior Lunch 12:45 Bingo	10:30 Computer Instruction Word 11:00-2:00 Open Art Studio (Bring mats & projects & work together)	11:30 Blood Pressure Check 12:00 CCS Senior Lunch 12:00 Mocha Madness 1:00-2:30 Ear Clinic	12:00 CCS Lunch 12:30 Cards 1:00 All That Jazz Dance	11:00 Wii Bowling Lessons	
	23 8:30-10:30 Pickle Ball	24 8:30-10:30 Pickle Ball	25 8:30-10:30 Pickle Ball 10-11 Tai Chi Beginning 11-12 Tai Chi (on-going)	26 8:30-10:30 Pickle Ball	27 8:30-10:30 Pickle Ball	28/29
	10:00-11:00 Beginning 11:00-12:00 Tai Chi (Cont'd)	11:00-2:00 Open Art Studio (Bring mats & projects & work together)	11:30 Blood Pressure Check 12:00 CCS Senior Lunch	10:00 Computer Instruction Attaching Documents 12:00 CCS Senior Lunch 12:30 Cards	11:00 Wii Bowling Lessons	
	12:00 CCS Senior Lunch 12:45 Bingo	11:30 Lunch Outing @ HarborPlace @ Cottsmore	12:00 CCS Senior Lunch	1:00 All That Jazz Dance		
30		31 8:30-10:30 Pickle Ball	Club Hours Monday thru Friday 10:00 am - 3:00 pm	Joyce Schultz Program Coordinator 253-502-4670		
	11:00-2:00 Open Art Studio (Bring mats & projects & work together)	11:00-2:00 Open Art Studio (Bring mats & projects & work together)				

May Birthday Cake
sponsored by Cottsmore

Bingo Monday's @ 12:45
Sponsored by HarborPlace

Computer Classes & Lab
Non-Member: \$5/session
Members: No charge

Tai Chi - Beginning &
On-Going w/Royann Gurley

"All That Jazz" Dance
with Bryan DaSilva. Stretch &
Dance to Jazz Music - FUN!

Bake Sale
Tuesday, May 10th @ 1:00pm
Drop off baked goods
Sign up to man sale table

Blood Pressure Check
Every Wednesday @ 11:30am
Sponsored by Cottsmore

Mocha Madness
Wednesday, May 18 @ Noon
Sponsored by Peninsula Ret.

Foot Care with an R.N.
Self Pay (\$30) -- Call Joyce
for Appt. @ 502-4670

Ear Clinic w/ Audiologist
Hearing & wax check; hearing
aid cleaning; evaluation
Dr. Shashi Daniels-no charge

Cheney Family Branch
Boys & Girls Clubs of South Puget Sound
Agency Output Report
January-May 2011
Prepared for the City of Gig Harbor
May 31, 2011

Total membership, 381	City of Gig Harbor, 216
Average daily attendance, 113	
High attendance day, 137	
Total teen (high school) membership, 58	City of Gig Harbor total teen (high school) membership,49
Average daily attendance, 15	
High attendance day, 20	
Total tween (middle school) membership, 77	City of Gig Harbor total tween (middle school) membership, 56
Average daily attendance 24	
High attendance day, 29	
Number of snacks, lunches, and dinners served, 7227	
Financial Aid given, \$35,229.73	
Active Retirement and Senior Club total membership, 131	
Average daily attendance, 20	

Cheney Family Branch Boys & Girls Club
Program Report
Program Facilitated in January - June 2011
Heidi Gerling - Program Director

BOYS & GIRLS CLUBS
OF SOUTH PUGET SOUND
CHENEY FAMILY BRANCH



THE CLUB

Character & Leadership	Health & Life Skills	The Arts	Sports, Fitness and Recreation
Keytone (2x/wk - 20 kids)	Triple Play: Mind, Body & Soul 5x - 130 kids	National Fine Arts (3x/wk - 100 members)	MLB Wanna Play (2x-3x/wk - 130 members)
Torch Club (2x/wk - 13 members)	Passport to Manhood (1x/wk - 20 members)	Drama Matters (1x/wk - 30 members)	Tournament Tuesdays - (1x/wk - 130 members)
Youth of the Year - ongoing, 3 members	Healthy Habits (3x/wk - 130 members)	Silk Screening Club (1x/wk - 40 members)	Elks National Hoop Shoot (1x per year - 50 members)
Kids at Hope - 5x/wk - 130 kids	SMART Girls (1x/wk - 15 members)	Image Makers - (3 months, 2x/wk - 25 members)	Volley Ball Lessons (2x /wk - 75 members)
	S' Club (1 - 3x wk/ 5 members)		Dance Class (1x/wk - 25 members)
			Cheer Lessons (2x/wk - 15 members)

*some programs may fit into more than one category

Education & Career Development	Technology	Family Plus	Community Staff Participation
Power Hour (4x/wk - 130 kids)	NetSMARTz (1x/wk - all members when entering the BOTTLab for the first time)	Free Family Fun Night and Dinner - 250	Discovery Elementary Math Academy (2x/wk)
Money Matters (1x/wk - 15 members)	Club Tech (1x/wk - 130 members)	Free Family Fun Spaghetti Dinner - 250 people	Lunches at Schools (minute to win it game time) - on going
Club Buck Student Store Incentive Program	Computer Refurbishing and Fundraising - on-going 10 members		
Jr. Staff/Sr. Projects (5x/wk - 45 members)			
Ultimate Journey (1x/wk - 15 members)			
Chemistry Club - (2x/wk - 75 members)			
Guide Dog Reading Program (2x/wk - 75 members)			
Project Learn (5x /wk - 130 kids)			

*some programs may fit into more than one category

JUN - 3 2011

CITY OF GIG HARBOR

Cheney Family Branch
Boys & Girls Clubs of South Puget Sound
Agency Output Report
January-May 2011
Prepared for the City of Gig Harbor
May 31, 2011

Total membership, 910

Total membership 2010-11 school year, 386

Average daily attendance, 113

High attendance day, 137

Total teen (high school) membership, 58

Average daily attendance, 15

High attendance day, 20

Total tween (middle school) membership, 77

Average daily attendance 24

High attendance day, 29

Number of snacks, lunches, and dinners served, 7227

Financial Aid given, \$35,229.73

Active Retirement and Senior Club of Gig Harbor May, 2011

Monday	Tuesday	Wednesday	Thursday	Friday	Sa/Su
<p>2 8:30-10:30 Pickle Ball</p> <p>No Tai Chi-Royann Vac.</p> <p>12:00 CCS Lunch</p> <p>12:45 Bingo</p>	<p>3 8:30-10:30 Pickle Ball</p> <p>10:30 Computer Instruction Word</p> <p>12:00 Lunch Outing @ Peninsula Retirement</p> <p>9 8:30-10:30 Pickle Ball</p> <p>10:30 Computer Instruction Word</p> <p>1:00-5:00 Bake Sale</p>	<p>4 8:30-10:30 Pickle Ball</p> <p>No Tai Chi-Royann Vac.</p> <p>11:30 Blood Pressure Check</p> <p>12:00 CCS Lunch</p> <p>12:30 Molina Health Care Speaker: Medicare A,B&D</p> <p>11 8:30-10:30 Pickle Ball</p> <p>10-11 Tai Chi Beginning</p> <p>11-12 Tai Chi (on-going)</p> <p>11:30 Blood Pressure Check</p> <p>12:00 CCS Senior Lunch</p> <p>12:30 Speaker on Pre-Paid Legal Services</p>	<p>5 8:30-10:30 Pickle Ball</p> <p>10:00 Computer Instruction Attaching Documents</p> <p>12:00 CCS Senior Lunch</p> <p>Happy Bday May Babies! Cake @ Lunch</p> <p>1:00 All That Jazz Dance</p> <p>12 8:30-10:30 Pickle Ball</p> <p>10:00 Computer Instruction Attaching Documents</p> <p>12:00 CCS Senior Lunch</p> <p>12:30 Cards</p>	<p>6</p> <p>11:00 Wii Bowling Lessons</p>	<p>May Birthday Cake Sponsored by Cottesmore</p> <p>Bingo Monday's @ 12:45 Sponsored by HarborPlace</p> <p>Computer Classes & Lab Non-Member: \$5/session Members: No charge</p> <p>Tai Chi - Beginning & On-Going w/Royann Gurley</p> <p>"All That Jazz" Dance with Bryan DaSilva. Stretch & Dance to Jazz Music - FUN!</p> <p>Bake Sale Tuesday, May 10th @ 1:00pm Drop off baked goods Sign up to man sale table</p> <p>Blood Pressure Check Every Wednesday @ 11:30am Sponsored by Cottesmore</p> <p>Mocha Madness Wednesday, May 18 @ Noon Sponsored by Peninsula Ret.</p> <p>Foot Care with an R.N. Self Pay (\$30) -- Call Joyce for Appt. @ 502-4670</p> <p>Ear Clinic w/ Audiologist Hearing & wax check; hearing aid cleaning; evaluation Dr. Shashi Danielis no charge</p>
<p>15 8:30-10:30 Pickle Ball</p> <p>10:00-11:00 Beginning</p> <p>11:00-12:00 Tai Chi (Cont'd)</p> <p>12:00 CCS Senior Lunch</p> <p>12:45 Bingo</p>	<p>17 8:30-10:30 Pickle Ball</p> <p>10:30 Computer Instruction Word</p> <p>11:00-2:00 Open Art Studio (Bring matt's & projects & work together)</p>	<p>18 8:30-10:30 Pickle Ball</p> <p>10-11 Tai Chi Beginning</p> <p>11-12 Tai Chi (on-going)</p> <p>11:30 Blood Pressure Check</p> <p>12:00 CCS Senior Lunch</p> <p>12:00 Mocha Madness</p> <p>1:00-2:30 Ear Clinic</p>	<p>19 8:30-10:30 Pickle Ball</p> <p>10:00 Computer Instruction Attaching Documents</p> <p>10:00-3:00 Foot Care</p> <p>12:00 CCS Lunch</p> <p>12:30 Cards</p> <p>1:00 All That Jazz Dance</p> <p>26 8:30-10:30 Pickle Ball</p> <p>10:00 Computer Instruction Attaching Documents</p> <p>12:00 CCS Senior Lunch</p> <p>12:30 Cards</p>	<p>20 8:30-10:30 Pickle Ball</p> <p>11:00 Wii Bowling Lessons</p> <p>12:00 Bon Voyage Rhonda Potluck Bring a dish to share</p>	<p>21/22</p>
<p>23 8:30-10:30 Pickle Ball</p> <p>10:00-11:00 Beginning</p> <p>11:00-12:00 Tai Chi (Cont'd)</p> <p>12:00 CCS Senior Lunch</p> <p>12:45 Bingo</p>	<p>24 8:30-10:30 Pickle Ball</p> <p>11:00-2:00 Open Art Studio (Bring matt's & projects & work together)</p> <p>11:30 Lunch Outing @ HarborPlace @ Cottesmore</p>	<p>25 8:30-10:30 Pickle Ball</p> <p>10-11 Tai Chi Beginning</p> <p>11-12 Tai Chi (on-going)</p> <p>11:30 Blood Pressure Check</p> <p>12:00 CCS Senior Lunch</p>	<p>27 8:30-10:30 Pickle Ball</p> <p>11:00 Wii Bowling Lessons</p>	<p>28/29</p>	<p>Blood Pressure Check Every Wednesday @ 11:30am Sponsored by Cottesmore</p> <p>Mocha Madness Wednesday, May 18 @ Noon Sponsored by Peninsula Ret.</p>
<p>30</p> <p>Memorial Day Club Closed</p>	<p>31 8:30-10:30 Pickle Ball</p> <p>11:00-2:00 Open Art Studio (Bring matt's & projects & work together)</p>	<p>Club Hours Monday thru Friday 10:00 am - 3:00 pm</p>	<p>1:00 All That Jazz Dance</p> <p>Joyce Schultz Program Coordinator 253-502-4670</p>	<p>HOPE CENTER</p> <p>HOPE & CLUES FOR THE ARTS</p>	<p>7/8</p>



Character & Leadership	Health & Life Skills	The Arts	Sports, Fitness and Recreation
Keytone (2x/wk - 20 kids)	Triple Play: Mind, Body & Soul 5x - 130 kids	National Fine Arts (3x/wk - 100 members)	MLB Wanna Play (2x-3x/wk - 130 members)
Torch Club (2x/wk - 13 members)	Passport to Manhood (1x/wk - 20 members)	Drama Matters (1x/wk - 30 members)	Tournament Tuesdays - (1x/wk - 130 members)
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			Cheer Lessons (2x/wk - 15 members)

*some programs may fit into more than one category

Education & Career Development	Technology	Family Plus	Community Staff Participation
Power Hour (4x/wk - 130 kids)	Netsmartz (1x/wk - all members when entering the BOTTLab for the first time)	Free Family Fun Night and Dinner - 250	Discovery Elementary Math Academy (2x/wk)
Money Matters (1x/wk - 15 members)	Club Tech (1x/wk - 130 members)	Free Family Fun Spaghetti Dinner - 250 people	Lunches at Schools (minute to win it game time) - on going
Club Buck Student Store Incentive Program	Computer Referishing and Fundraising - on-going 10 members		
Jr. Staff/Sr. Projects (5x/wk - 45 members)			
Ultimate Journey (1x/wk - 15 members)			
Chemistry Club - (2x/wk - 75 members)			
Guide Dog Reading Program (2x/wk - 75 members)			
Project Learn (5x /wk - 130 kids)			

*some programs may fit into more than one category



GIG HARBOR CITY COUNCIL
HBZ Project List Worksession MINUTES

DATE: June 6, 2011
TIME: 5:30 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Maureen Whitaker, Asst. City Clerk
MEMBERS PRESENT: Mayor Hunter, Councilmembers Ekberg, Franich, Kadzik, Malich, Conan, Payne, and Young
STAFF PRESENT: Rob Karlinsey, David Rodenbach, Stephen Misiurak, Emily Appleton, Lita Dawn Stanton, Jeff Langhelm, and Darrell Winans.

INTRODUCTION

After roll call, Mayor Hunter stated that the first item of business was to go over the scoring criteria on the matrix. He stated that four out of seven Councilmembers turned in their scoring sheets and suggested discussing the intent of the matrix. Mayor Hunter then turned the meeting over to City Administrator Rob Karlinsey.

Mr. Karlinsey stated that the Mayor and staff believed the scoring matrix would be a good process, and summarizing from the council meeting, each councilmember would be given a matrix to score. Via email, Mr. Karlinsey requested that the preliminary matrix be turned late last week in order to have them all tallied and up on the board for discussion at this meeting. The intent was to compare notes and discuss if the criteria meant the same things to everyone, and with any added info tonight, Council would turn in a final scoring on Wednesday, June 8 or Thursday, June 9 by noon. Since not all scoring matrices were turned in, staff was unable to show the results at this meeting.

Councilmember Ekberg said that he thought that the purpose of this meeting was to have all of the information compiled to see where we were and make some decisions rather than to rehash everything and put in numbers.

Councilmember Payne shared some of his concerns about the process. He stated that he was frustrated with the matrix because he did not know a project's level of importance as far as infrastructure needs, if it was on the 6-year or 20-year TIP, if it was part of our rates or on the CIP, or if the prices were arrived by a true engineer's estimate or a broad estimate. He further

stated in order to evaluate and rate the projects from 5 to 0 without knowing all the information, from his view, the matrix/scoring was a worthless process.

Mayor Hunter suggested going over the line items, and stated that many project costs reflect only engineer's estimates because we do not have enough information at this time. He used the example of the Harbor Hill Extension and the pedestrian bridge at 96th Street, which could be roughly estimated for \$7M to \$19M, and then turn out to be \$10M to \$25M.

Mayor Hunter began by discussing the first item on the matrix: the Rosedale Pedestrian Improvements, which has grant funding for \$200K requiring a match. Mr. Karlinsey stated that the match and city's portion is \$350K and will be shown in the proposed 2012 budget. All of the projects except the Bogue Park Visitors Pier are all projects that Council has approved through the Comp Plan, TIP, and Pros Plan. Councilmember Payne stated that he had done a little digging on the Rosedale Sidewalk project and after talking to City Engineer Steve Misiurak, the project's design and engineering cost is estimated at \$700, which results in the city needing to come up with \$500K, rather than what is shown on the matrix. Mr. Karlinsey said that this was new info to him and looked to Mr. Misiurak for further information. Mr. Misiurak confirmed this new information and stated that the original engineer's estimate was done a year ago initially when the grant was applied for. The estimate has been very recently reviewed and revised, which changed the overall design and engineering costs to \$646K instead of \$550K. Further discussion on the project included the project length of .38 miles, curb, gutter and 5.5' sidewalk on the north side only of Rosedale from Shirley to Skansie Avenue. There was some discussion concerning the costs to design such a small sidewalk project. Rosedale Street is in the HBZ zone.

Councilmember Young suggested rating the projects in a timeline, which would result in several projects being knocked off right off the bat. He thought the list would be easier to get through by doing it this way and suggested that if a project needs to be done quickly or is a priority for whatever reason, it could be ranked accordingly. Councilmember Young said that he liked Councilmember Franich's idea to set aside a few hundred thousand dollars each year for roadway maintenance.

City Administrator Karlinsey said there are two lists to consider: a 30-year list, that was created in 2006 and needs to be amended, and a 5-year list, which is a shorter term list at \$2M a year for 5 years = \$10M. He suggested keeping the \$10M in mind when setting priorities may be helpful and further stated that planning beyond 5 years may not be productive as priorities change, elected officials change, etc.

Councilmember Franich pointed out that isn't it important to keep in mind some of the higher cost projects like the Harbor Hill Extension since traffic counts may change in 7 years and it will trigger the need for this connection. He asked if it was the city's intent to bond out for this

project and use some of the HBZ money, or at the very least, set aside some of the HBZ money for this project. Mr. Karlinsey said that quite possibly the city could receive some federal funding for this project. Mayor Hunter stated that the city will need to get some preliminary engineering done in order to determine the variables of the project including the location, cut and fills, and status of the gun club. He mentioned putting a portion of the money aside, such as \$200K for preliminary engineering or whatever is appropriate this year, then in a couple of years or depending on how traffic goes, we can begin the preliminary engineering work. Councilmember Conan said that in order to apply for grants we would need to be at 30% design. He asserted that he liked the idea of planning what needs to be done for the larger projects. He also stated that he likes the 30-year and 5-year lists and suggested that Council have the opportunity to review and discuss annually the 5-year and 30-year list at the budget retreat.

Councilmember Payne said the timing of these projects is paramount. He emphasized that multiple projects would need to move forward at once because some will need engineering. He also asserted that he liked the idea of setting aside some funds for the Harbor Hill Extension preliminary engineering. He asked how the projects could be sequenced in a way that we can truly leverage the money that we have. He liked Councilmember Young's idea of eliminating the projects that we do not want to do in order to whittle down the discussion.

Mayor Hunter said he would also like to utilize these funds to maintain our historical assets such as the Skansie House, Wilkinson Farm house and barn, and the Skansie Net Shed. He expressed that all these projects are in limbo; they are not high dollar items, but the city has not had the funds to do work on them, summarizing that the city has a good opportunity here.

Councilmember Kadzik suggested for the purpose of this meeting for Council to go through each of the 38 projects on the matrix and rate each one based on each councilmember's top ten 5-year list. Council agreed to this method, discussed, and rated each of the projects on the matrix. Emily Appleton entered each of the tabulations and any pertinent comments on the attached HBZ PROJECT LIST EVALUATION – PRELIMINARY RESULTS SPREADSHEET.

Councilmember Payne asked staff to truth test these projects as much as possible. City Administrator Karlinsey said that staff would redo the 5-year CIP and plug in these projects for the next City Council meeting.

Finance Director Rodenbach stated that the city is scheduled to receive the first HBZ money in September.

There were no further comments; the worksession adjourned at 8:03 p.m.

Gig Harbor Historic Waterfront Association Implementing the Main Street™ Approach in the Gig Harbor Historic Waterfront District

Progress Report June 15, 2011

The greatest accomplishment of 2nd Quarter 2011 is that the Gig Harbor Historic Waterfront Association was designated full Main Street™ status on May 13 at the RevitalizeWA Conference in Walla Walla, WA. This makes Gig Harbor just one of twelve communities in the State of Washington with a designated Main Street organization. In addition, we received an “Excellence on Main” Award for the best promotion – the 2010 Gig Harbor Wine & Food Festival.

These two milestones were celebrated locally at a May 20 Open House at the GHHWA office. We were pleased to have Mayor Hunter join us and speak in support of our accomplishment. Additional speakers included Mary Thompson (Trustee for the National Trust for Historic Preservation – and the woman who brought the Main Street™ Program to Washington State in 1984) and Greg Griffith, Deputy State Historic Preservation Officer. We presented a “mini Bite of Gig Harbor” at the Open House, complements of many of the wonderful restaurants in the waterfront district.

COMMITTEE UPDATES:

Economic Development Committee Status of Current Projects:

Parking in the Downtown Waterfront Area - Parking is one of the basic elements for a viable downtown retail center. The Gig Harbor Historic Waterfront Association has worked hand in hand with the City to analyze and understand the needs of both our businesses and our visitors, and have made recommendations for a pilot program utilizing timed parking zones (2 hours and 30 minutes). We will continue to work with the City as we determine a monitoring system for the program.

The Association has also worked with the City on the Maritime Pier parking area and on the potential of a “leased” public parking area on Tarabocia behind Seasons. These combined areas could add about seventy additional public stalls.

We anticipate that this will have a positive impact on downtown and on the ease of customer access.

In addition, the GHHWA economic development committee will begin contacting Marina’s and Churches about voluntarily providing a few stalls for 8 am to 5 pm weekday use (Monday-Thursday for Marina’s) for merchant and business employee parking. The limited number of

stalls will be marked and only employees with permission stickers will be allowed to park. This will help free up customer stalls in the downtown areas.

Maritime Pier – The City is progressing on a repair permit and JARPA application for the Pier and the parking lot paving. Funds are currently not available for any of the Pier or Dock improvements. Committee discussion: encourage the long-range development of this site to include provision for commercial fisherman, short-term moorage, dinghy tie-up, tourist boats, marine fuel service, and public viewing. The city's character as the "Maritime City" and these improvements would reinforce this character and have a positive economic impact on downtown.

Available Properties Report – - Hillary Bridge (volunteer for GHHWA) has provided updated information as of 5/11/11 for the GHHWA website. The current vacancy is 6.2% without the QFC space and 14.3% with it included. Overall, vacancy is not bad compared to other cities in this recessionary environment. The committee is reviewing Kennewick and Port Angeles brochures used to promote filling of vacancies. Members suggested developing improved information and sharing it with the Gig Harbor Chamber and with the Pierce County Economic Development Board.

Some other Goals & Projects:

- a. **Property & Tenant Data Base** – The committee will update this together but a database (Access or otherwise) and update methodology must be established first. A qualified database volunteer is needed.
- b. **Economic Vision, Drivers and types of appropriate business** – An economic summit has been suggested. Many meetings have been held and we are now in the process of meeting with selected business managers and property owners.

Design Committee

Skansie Park/Jerisich Dock Project

Placement of the dumpster on the adjoining marina property has been approved. An on-site meeting with Public Works was held on June 1 to determine project elements that can be addressed in the near future.

Flower Basket Watering Project

The flower watering project is well underway. 100 baskets were purchased by GHHWA and are hanging throughout the waterfront district. We have recruited 30+ volunteers to water on a daily basis. The program was well represented in the recent Maritime Gig Fest Parade – 8 volunteers accompanied the truck, which was adorned with two of our beautiful hanging baskets, to promote the program. It also was an excellent visual illustration that the City is a major partner in this program through the use of the truck, providing water and gas, etc. Kudos to both Dan Lilly and Marco Malich and their crew for hanging the baskets and providing ongoing truck maintenance.

Connie Schick Clock Project

The GHHWA Design Committee is working with the Rotary Club on their proposed clock project for the corner of Pioneer and Harborview. Preliminary designs have been created and estimates for project elements are being procured. This is another project where we will be partnering with the City for the required flatwork. We are pleased to be a part of this effort and are excited about the ambience this project will provide in the center of the downtown section of the waterfront district.

Promotions Committee

2011 Maritime Gig Fest – June 4, 2011

In addition to the truck in the parade, the waterfront merchants chose to honor our men and women in uniform and offer a military discount over Gig Fest weekend.

Planning for 2011 Chalk the Walk – July 16, 2011

Ongoing meetings with the chair of the Chalk the Walk committee. It is the intent of the committee to again collaborate with the Peninsula Art League on this promotion and work in partnership with them on transportation in the waterfront district. It is a fun family event that brings many people to the waterfront district.

Planning for 2011 Wine & Food Festival – August 6, 2011

Planning meetings for this event have been increased to weekly during this time of soliciting wineries, vendors, speakers, classes and demonstrations, etc. The contract with the celebrity chef has been signed and marketing efforts for the event are in full gear. Kudos to the City of Gig Harbor's Marketing Department for their participation and assistance in this area, and working with the local hotels to create overnight packages. Over 30 wineries are on board to date, including 3 breweries. A number of local restaurants will be participating and we anticipate a total of 20+ food vendors. Classes and demonstrations are being scheduled. Here is a partial listing:

- Steve Lynn - Wine Cocktails (1 class)
- Steve Lynn - Wine Jeopardy (2 classes)
- Kris Blondin (Stink - Tacoma) - Wine and cheese
- Kris Blondin (Stink - Tacoma) - Beer and Cheese
- Diana Becks (Wine Studio) - Hidden Gems
- Diana Becks (Wine Studio) - Sparkling Wine
- Sheila Nicholas (Anam Cara Cellars) - The effect of vintage on Pinot Noir

Planning for 2011 Girls Night Out – November 10, 2011

The initial meeting to form a committee for this event was held and further recruitment of volunteers is taking place. This is a great event that brings people to the waterfront district with the sole objective of shopping and dining. Over 200 women participated in 2010.

VIV Campaign – Ongoing

Working together with the City of Gig Harbor’s Marketing Department on how to promote the GHHWA initiated the VIV (Very Important Visitor) ongoing campaign welcoming groups, retreats, conferences and visitors to the community. A committee chair for this campaign has now been identified and she is gathering committee members. Ideally, VIV information will be made available to visiting groups at the hotels, visiting yacht clubs, and even through the Visitor Information Center.

Organization Committee

GHHWA monthly newsletter is distributed monthly via Constant Contact. Email Blasts are sent as needed to inform the readership of upcoming district activities. GHHWA distributes the monthly Art Walk newsletter, promoting the Gig Harbor Gallery Association events (First Saturday Art Walk).

The Organization Committee, together with the Promotions Committee, helped the Executive Director plan the May 20 GHHWA Open House Celebration.

Finances

A Profit & Loss Statement and Balance Sheet for 01/01/2011 through 06/15/2011 (Fiscal Year 2011 YTD) are included in this report.

B & O Tax Credit Review

GHHWA has been able to retain local tax monies within our community by encouraging businesses to utilize the Washington State B&O Tax credits available through the state’s Main Street Incentive Program. A time-line for promotion of the B&O Tax Credit has been created by the Organization Committee and a campaign to promote the use of this tax credit will begin this fall.

2008	\$17,500
2009	\$24,000
2010	\$69,250
2011	\$10,000 (YTD)

Additional Membership Revenue (not including those utilizing the Main Street Tax Credit)

2008	\$11,278
2009	\$13,334
2010	\$15,000 (see also MS Tax Credit revenue above)
2011	\$5,955 (YTD)

(New Members since 3/31/11: Morris Foundation, Wilco, Dick Vanberg, Timberland Bank, CyndaMar Real Estate; Renewing Members: Judy Harris, Best Western Wesley Inn, Misty Meadow Antiques, Mostly Books, Water to Wine, Morso, Paul Kadzik, DDS)

Training and Meetings

Training/Meetings attended by GHHWA staff, Board of Directors and Committees in 1st quarter 2011 includes:

May 12-14, 2011 - RevitalizeWA Conference, Walla Walla
(GHHWA was well represented at the RevitalizeWA Conference with 1 staff, 4 board members and two spouses)

Meetings and training provided by GHHWA during 1st quarter 2011 for the Waterfront District include:

April 20, 2011	Monthly Waterfront District Roundtable Meeting
May 18, 2011	Monthly Waterfront District Roundtable Meeting
June 15, 2011	Monthly Waterfront District Roundtable Meeting

**Gig Harbor Historic Waterfront
Balance Sheet
As of June 15, 2011**

	<u>Jun 15, 11</u>
ASSETS	
Current Assets	
Checking/Savings	
10500 · Frontier Bank	140.42
10550 · Columbia Bank	8,363.36
10600 · Petty Cash	50.00
Total Checking/Savings	<u>8,553.78</u>
Accounts Receivable	
11000 · Accounts Receivable	8,750.00
Total Accounts Receivable	<u>8,750.00</u>
Total Current Assets	<u>17,303.78</u>
TOTAL ASSETS	<u><u>17,303.78</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-57.73
Total Accounts Payable	<u>-57.73</u>
Other Current Liabilities	
24000 · Payroll Liabilities	751.61
25000 · B&O Accrual	405.72
Total Other Current Liabilities	<u>1,157.33</u>
Total Current Liabilities	<u>1,099.60</u>
Total Liabilities	1,099.60
Equity	
32000 · Unrestricted Net Assets	20,279.25
Net Income	-4,075.07
Total Equity	<u>16,204.18</u>
TOTAL LIABILITIES & EQUITY	<u><u>17,303.78</u></u>

**Gig Harbor Historic Waterfront
Profit & Loss
January 1 through June 15, 2011**

	Jan 1 - Jun 15, 11
Ordinary Income/Expense	
Income	
43400 · Direct Public Support	5,500.00
44500 · Government Grants	26,250.00
47200 · Membership	10,350.00
49000 · Special Events Income	1,340.00
Total Income	43,440.00
Expense	
62100 · Contract Services	253.75
62800 · Facilities and Equipment	4,704.95
63000 · Education	149.75
64000 · Marketing	3,482.09
65000 · Operations	2,699.85
65900 · Other Types of Expenses	9,307.19
66000 · Payroll Expenses	26,133.32
68300 · Travel and Meetings	784.17
Total Expense	47,515.07
Net Ordinary Income	-4,075.07
Net Income	-4,075.07



Subject: WWTP Phase 1 Improvements – Amendment to PWTF Loan Agreement for Time Extension

Proposed Council Action: Approve and authorize the Mayor to execute Amendment No. A to Loan No. LG09-951-085 between Public Works Trust Fund and the City of Gig Harbor for a time extension to December 30, 2011.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE
City Engineer 

For Agenda of: June 27, 2011

Exhibits: Amendment Number A to Loan No. LG09-951-085

	Initial & Date
Concurred by Mayor:	<u>CLH 6/22/11</u>
Approved by City Administrator:	<u>PKK</u>
Approved as to form by City Atty:	<u>approx via email 6/20/11</u>
Approved by Finance Director:	<u>DP 6/22</u>
Approved by Department Head:	<u>6/20/11</u>

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

The construction contract is complete, however, State approval of the required final project closeout paperwork will not be achieved by the original June 30, 2011 date. Therefore, an extension request to December 31, 2011 has been requested by the City and this contract amendment provides for the required extension.

FISCAL CONSIDERATION

No expenditure is required as part of this action.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the execution of Amendment Number A to Loan No. LG09-951-085 between the Public Works Trust Fund and the City of Gig Harbor for a time extension to December 30, 2011.

AMENDMENT FACE SHEET

Loan Number: LG09-951-085
Amendment Number: A

Washington State Department of Commerce
PUBLIC WORKS BOARD
PUBLIC WORKS TRUST FUND

1. Contractor City of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98335-1214		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$2,500,000.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	9. Amendment Start Date 6/30/2011	10. Amendment End Date 12/30/2011	
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: The purpose of this amendment is to extend the project completion date of the Public Works Trust Fund Loan Number LG09-951-085.			
The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR		FOR PUBLIC WORKS BOARD	
Signature <u>CHARLES L HUNTER</u>		John LaRocque, Executive Director	
Print Name <u>MAYOR, CITY OF GIG HARBOR</u>		Date	
Title		APPROVED AS TO FORM ONLY	
Date		This 18 th Day of December, 2008	
		Rob McKenna Attorney General	
		Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD
PUBLIC WORKS TRUST FUND

The purpose of this amendment is to extend the project completion date of the Public Works Trust Fund Loan Agreement/Contract Number LG09-951-085 from 6/30/2011 to a new ending date of 12/30/2011.

This amendment was approved by the Public Works Board, a department of the State of Washington, (hereinafter referred to as the "Board"). The Board found the extension was necessary for the following reason:

The reasons for the extension request are to receive final close-out paperwork, complete close-out documentation and receive final review and approval from the Department of Ecology.

The Board and the City of Gig Harbor (hereinafter referred to as the "Borrower/Contractor") agree to amend the Public Works Trust Fund Loan Agreement/Contract Number LG09-951-085 as described below.

Time of Performance Section of the Agreement/Contract Number LG09-951-085 is amended to read as follows:

The Borrower/Contractor shall begin the activities identified within Attachment I: Scope of Work no later than three (3) months after Agreement/Contract execution, and reach project completion no later than 12/30/2011.

Failure to meet Time of Performance shall constitute default of this Agreement/Contract. In the event of extenuating circumstances, the Borrower/Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may, by a two-thirds vote, extend the deadline.

The term of this Agreement/Contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.



Subject: Grandview Forest Water Tanks Anchoring Project – Special Testing and Inspection Services

Proposed Council Action:

Approve and authorize the Mayor to execute a consultant services contract with Construction Testing Laboratories, Inc. for Special Testing and Inspection Services in an amount not-to-exceed \$5,224.00.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak *[Signature]*
City Engineer

For Agenda of: June 27, 2011

Exhibits: Contract

Concurred by Mayor: CLH 6/21/11
Approved by City Administrator: RSK
Approved as to form by City Atty: by email 6/20/11
Approved by Finance Director: [Signature] 6/20/11
Approved by Department Head: [Signature] 6/20/11

Initial & Date
CLH 6/21/11
RSK
by email 6/20/11
[Signature] 6/20/11
[Signature] 6/20/11

Expenditure Required	\$5,224.00	Amount Budgeted	\$125,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

On June 13, 2011, City Council approved the bid award, public works and construction support services contracts for the Grandview Forest Water Tanks Anchoring Project. The 2011 Budget Water Capital Objective No. 6 provides for the anchoring of the 250,000 gallon Grandview Forest water tank.

Outside structural testing services are required as part of the Building Permit issuance for this project. Construction Testing Laboratories, Inc. (CTL) can provide the required special testing and inspection services to include soil gradation, moisture density, in-place density, compressive test cylinder castings, compression, and visual inspection of welding, both shop and field welds.

FISCAL CONSIDERATION

Funding for this project is provided by Water Division Operating Objective No. 6 in the 2011 Budget. The project end of year interfund transfer from the water operating fund to the water capital fund will be reduced by the equivalent overage of 28,884.31, and this was confirmed in discussions with Finance Director.

The table below summarizes the expenditures for construction of this work and includes the previous design and permitting costs.

EXPENDITURE SUMMARY

Estimated Project Costs	Basic Contract
Structural Engineering Services & Preparation of Technical Bid Documents (Parametrix, Inc.)	\$13,790.00
Construction Contract (Proexc, LLC)	\$119,608.56

Construction Support Services (Parametrix, Inc.)	\$15,261.75
Special Testing and Inspection Services Contract (Construction Testing Laboratories, Inc.)	\$5,224.00
TOTAL ESTIMATED PROJECT COST	\$153,884.31

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute a consultant services contract with Construction Testing Laboratories, Inc. for Special Testing and Inspection Services in an amount not-to-exceed \$5,224.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CONSTRUCTION TESTING LABORATORIES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Construction Testing Laboratories, a Corporation organized under the laws of the State of Washington located and doing business at 400 Valley Avenue NE, Suite 102, Puyallup, WA 98372 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Grandview Forest Tanks Anchoring Project, CWP-1105 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 May 11, 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Five Thousand Two Hundred Twenty-four Dollars and Zero Cents (\$5,224.00) 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 – Scope of Work**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Fee Schedule**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by September 30, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Construction Testing Laboratories, Inc.
ATTN: Dennis Smith, Manager
400 Valley Ave NE, Suite 102
Puyallup, WA 98372
(253) 383-8778

CITY OF GIG HARBOR
ATTN: Stephen Misiurak, P.E.
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

[The remainder of this page left intentionally blank]

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 _____, 201__.

CONSULTANT

By: _____
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CONSTRUCTION TESTING LABORATORIES, INC.



400 Valley Ave N.E., Suite 102, Puyallup, WA 98372
 TEL # (253) 383-8778 / FAX # (253) 770-8232
 website: www.ctlwa.com

EXHIBIT A

May 11, 2011

City of Gig Harbor
 3510 Grandview Street
 Gig Harbor, WA 98335

Attn: Maureen Whitaker

REF: **Grandview Forest Tanks Anchoring Project, CWP-1105**
 Special Inspection & Testing Services

Dear Ms. Whitaker,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

CERTIFICATIONS:

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA <http://www.a2la.org/scopepdf/1710-01.pdf>, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

CONCRETE/REINFORCING STEEL/ MASONRY

- Inspection, sampling & cylinder pick-up..... \$ 49.00/hr
- COMPRESSIVE STRENGTH TESTS:**
- Concrete, mortar and grout..... \$ 19.00/ea
- Masonry Composite Prism..... \$ 75.00/ea
- Flexural Strength Concrete Beam (C-293)..... \$ 65.00/ea

STRUCTURAL STEEL & METALS

- Visual Welding Inspection..... \$ 58.00/hr
- Ultrasonic Testing (UT)..... \$ 75.00/hr
- High Strength Bolt Inspection (Skidmore-Wilhelm)..... \$ 58.00/hr
- Epoxy Bolt/Dowel Inspection..... \$ 49.00/hr

SOILS:

- Soil Technician (Inspector)..... \$ 52.00/hr
- In-Place Density Tests..... NO CHARGE
- Maximum Density-Optimum Moisture Determination Analysis..... \$ 175.00/ea
- Sieve Analysis (Coarse & Fine Washed / C-117, C-136)..... \$ 150.00/ea
- Sand Equivalent (D-2419)..... \$ 85.00/ea

CLIENT: City of Gig Harbor
 PROJECT: Grandview Forest Tanks Anchoring Project, CWP-1105
 PROPOSAL: 04/2011 FEE SCHEDULE
 DATE PROCESSED: 5-11-11



CONSTRUCTION TESTING LABORATORIES, INC.

400 Valley Ave N.E., Suite 102, Puyallup, WA 98372
TEL # (253) 383-8778 / FAX # (253) 770-8232
website: www.ctlwa.com

EXHIBIT A

May 11, 2011

REF: Grandview Forest Tanks Anchoring Project, CWP-1105
Inspection & Testing Services

MILEAGE:

• Mileage..... \$ 00.51/mi

ESTIMATED TOTAL COST:	
TYPE OF INSPECTION & TESTING	ESTIMATED COST
Reinforced Concrete	
Approximately 30 hours testing and inspection	\$ 1,470.00
Approximately 40 each concrete test cylinders	\$ 760.00
Approximately 330 roundtrip mileage	\$ 168.00
ESTIMATED CONCRETE COSTS:	\$ 2,398.00
Epoxy	
Approximately 9 hours testing and inspection	\$ 441.00
Approximately 90 roundtrip mileage	\$ 46.00
ESTIMATED STRUCTURAL STEEL COSTS:	\$ 487.00
Visual Welding	
Approximately 18 hours testing and inspection*	\$ 1,044.00
Approximately 180 roundtrip mileage	\$ 92.00
*Does not include inspection and testing at Fabricators. Once a fabricator is selected, I would be pleased to submit a budget.	
ESTIMATED VISUAL WELDING COSTS:	\$ 1,136.00
Soils	
Approximately 18 hours compaction testing	\$ 936.00
Approximately 1 each proctor curves	\$ 175.00
Approximately 180 roundtrip mileage	\$ 92.00
ESTIMATED SOILS COSTS:	\$ 1,203.00
ESTIMATED COST:	\$ 5,224.00

I recommend a contingency fund of \$500.00 for change orders, retesting and unforeseen circumstances. Therefore, our estimated total cost to provide special inspection and testing services is **\$5,724.00**. The actual cost will vary as our costs are directly dependent upon the contractor's schedule and performance. Our proposal takes into account only 1/3 of the tank perimeter may be undermined at one time.

BASIS OF CHARGES:

Three-hour minimum for special inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Four hour minimum for weekends and holidays. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. Double time for Sundays and Holidays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.), Monday thru Friday will be charged 1.5 times the normal rate. Hourly rates and mileage are portal to portal. Terms are thirty (30) days from date of invoice. A minimum of (24) twenty-four hours notice is required to schedule technician(s).

REPORTS:

All overhead, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

CLIENT: City of Gig Harbor
PROJECT: Grandview Forest Tanks Anchoring Project, CWP-1105
PROPOSAL: 04/2011 FEE SCHEDULE
DATE PROCESSED: 5-11-11

**CONSTRUCTION TESTING LABORATORIES, INC.**

400 Valley Ave N.E., Suite 102, Puyallup, WA 98372
TEL # (253) 383-8778 / FAX # (253) 770-8232
website: www.ctlwa.com

May 11, 2011

REF: Grandview Forest Tanks Anchoring Project, CWP-1105
Inspection & Testing Services

Our highly trained staff would be delighted to assist you in the successful completion of this project.

If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,
Construction Testing Laboratories, Inc. (CTL)

Dennis Smith

Manager

e-mail: denniss@ctlwa.com

cell # 253-732-7575

DMS / bsm

CLIENT: City of Gig Harbor
PROJECT: Grandview Forest Tanks Anchoring Project, CWP-1105
PROPOSAL: 04/2011 FEE SCHEDULE
DATE PROCESSED: 5-11-11



**Subject: Judge Michael A. Dunn's
Contract renewal.**

**Proposed Council Action: Renew Judicial
Contract for Michael A. Dunn**

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: June 27, 2011

Exhibits: Contract

Initial & Date

Concurred by Mayor:

CCH 6/16/11

Approved by City Administrator:

PKK 6/16/11

Approved as to form by City Atty:

VA 6/16/11

Approved by Finance Director:

CD 6/22/11

Expenditure	Fiscal	Amount	Appropriation
Required \$51,802	Consideration \$0	Budgeted \$58,000	Required \$0

INFORMATION / BACKGROUND:

Judge Dunn's contract was not renewed timely and expired on December 31, 2010. The attached proposed agreement retains Judge Dunn through December 31, 2013.

FISCAL CONSIDERATION:

Judge Dunn's compensation has been the same at \$4,000 per month since March of 2004. The proposed agreement grants Judge Dunn a cost of living increase of 7.92% to \$4,316.80 per month, retroactive to January 1, 2011.

Greater Seattle area Consumer Price Index Data since 2004 is as follows:

	Prior Year CPI-W*
2005	2.5%
2006	2.3%
2007	4.6%
2008	3.3%
2009	6.2%
2010	-0.7%
2011	-0.1%
Total	18.1%

*June full year measurement

In addition to his duties for Gig Harbor’s municipal court, Judge Dunn currently acts as the city’s hearing examiner on various ordinance violations as well as serving as the hearing examiner on Police forfeiture hearings at no charge to the city.

BOARD OR COMMITTEE RECOMMENDATION

This proposal was discussed at the February 22, 2011 Finance & Safety Committee meeting. An excerpt from the meeting’s minutes states, “Finance committee members requested that staff gather comparable data on the municipal court judge’s compensation. If the contract amount appears to be in line with those comparables, the committee instructed staff to bring the contract to council for approval.” In response to the committee’s request, the table below summarizes municipal court judge compensation for several comparable cities in the area.

	AOC 2010 FTE Estimate	Equivalent Hours Worked Per Year*	Annual Compensation	Equivalent Hourly Rate
Fircrest	0.12	249.6	\$30,000	\$120
Port Orchard	0.6	1248	\$73,923	\$59
Fife	0.85	1768	\$103,020	\$58
Poulsbo	0.4	832	\$50,674	\$61
Steilacoom	0.06	124.8	\$14,420	\$116
Lakewood	0.73	1518.4	\$86,640	\$57
			Average:	\$79
Gig Harbor Proposed	0.41	852.8	\$51,802	\$61

*Based on AOC FTE Estimate

The “AOC 2010 FTE Estimate” is the full-time equivalent estimated for the judge of each city by the State’s Administrative Office of the Courts. While the compensation amount proposed at the 2/22 committee meeting has not changed, the 6.6% increase was incorrect—the correct percentage is 7.92%.

RECOMMENDATION / MOTION

Move to: Renew judicial contract for Michael A. Dunn (with retroactive COLA to 1/1/2011) set to expire on December 31, 2013

Courts of Limited Jurisdiction Comparison
June 2011

	Fircrest	Port Orchard	Fife	Poulsbo	Steilacoom	Lakewood	GH
2010 Infraction Filings	2703	2539	4633	771	976	7600	840
2010 Criminal Filings	445	1074	1990	617	287	3667	1265
2010 TOTAL FILINGS	3148	3613	6623	1388	1263	11,267	2105
2011 Judge's TOTAL Salary	\$30,000	\$73,922.91*	\$103,020*	\$50,674	\$14,420	\$86,640*	\$48,000*
		*COLA due Oct. may not receive	* Plus Benefits			* Plus Benefits	* \$4000/mo No Benefits
Days on Bench Administrative Office of the Courts	1/2 day/week	3 days/week	4 days/week	1 day/week +	0.07 days/week*	4 days/week	1.25 days/week
2010 FTE Estimate	0.12	0.60	0.85	0.40	0.06	0.73	0.41
				PLUS video hearings & bench warrants	*2 days/month		
Contact	Bev Olson	Debra Hunt	Sally Jacobson	Linda Baker	Darlene Moore	Deana Wright	
	253.564.8922	360.876.1701	253.922.6635	360.779.9846	253.581.1912	253.512.2258	
	CT Admin	CT Admin	CT Admin	CT Admin	CT Admin	CT Admin	
			City Admin. Dave Zabell		City Admin. Paul Loveless		
TOTAL INFRACTION & CRIMINAL FILING numbers are from "Caseloads of the Courts of WA" 2010 Annual Report located online.							

MUNICIPAL COURT JUDGE
SERVICES AGREEMENT

THE PARTIES

The parties to this agreement are as follows: Michael A. Dunn, hereinafter referred to as “Judge,” and the City of Gig Harbor, Washington, hereinafter referred to as the “City.”

PURPOSE

The purpose of this agreement is to set forth the terms of the agreement between the parties whereby the City appoints a municipal court judge at an established compensation level and the Judge agrees to perform the municipal court judge duties as provided by state statute and city ordinance.

AGREEMENT

The parties hereto agree as follows:

A. Performance of Duties. The Judge shall at all times faithfully, and to the best of his ability and experience, perform all of the duties that are required of him pursuant to the expressed and implicit terms of this agreement and pursuant to the rules of professional ethics. The provisions of chapter 3.50 RCW and the Gig Harbor Municipal Code section creating the municipal court are incorporated into the agreement as fully as if set forth therein.

B. Compensation. The City shall compensate the Judge for conducting municipal court services for the City of Gig Harbor as follows:

1. The monthly compensation shall be \$4,316.80 for general administrative time, jury and non-jury trials and hearings, occasional in-custody arraignments, regular Tuesday and Wednesday court calendars, and related activities not specified herein.
2. Mileage incurred by the Judge shall not be reimbursed by the City.
3. The City will annually budget up to fifteen (15) hours of judicial training for the Judge.

The judge shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt.

C. Liability Insurance. The City shall provide and maintain public officials liability insurance covering the Judge for the discharge of his official duties at limits

consistent with levels of coverage maintained for other city public officials and employees. Page 5 of 7

D. Judge Pro Tem. In the event of a judicial conflict or disqualification, or when in the discretion of the Judge the use of a Judge Pro Tem is required, the Judge may assign cases to a Judge Pro Tem. The Judge shall propose candidates for the position of Judge Pro Tem to the Mayor with a brief explanation of the need for the services of the Judge Pro Tem, who shall be members of good standing of the Washington State Bar Association, and subject to confirmation by the Mayor. Compensation of Judges Pro Tem shall be paid by the Judge when Judges Pro Tem are utilized for reasons other than a judicial conflict or disqualification of the Judge.

E. Conditions of Service. The Judge and Judges Pro Tem are independent contractors and shall provide professional services to the City pursuant to this Agreement. Neither the Judge nor the Judges Pro Tem are employees of the City, and each shall be responsible for paying federal income tax and other taxes, fees, or other charges imposed by law upon independent contractors from the compensation paid to them by the City. Neither the Judge nor the Judges Pro Tem shall be entitled to any benefits provided to City employees and shall specifically not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this agreement. The Judge and Judges Pro Tem shall be solely and entirely responsible for their acts during the performance of this Agreement. The Judge and Judges Pro Tem shall be subject to the rules of conduct of the relevant personnel policies of the City and the Code of Judicial Conduct. Judges Pro Tem shall be paid at the rate of sixty dollars (\$60) per hour.

In addition, it is recognized that the Judge and Judges Pro Tem will provide work and services for other clients in their independent law practices. The Judge and Judges Pro Tem agree not to perform such services for other clients where a conflict of interest or ethical violation as defined in the rules of professional conduct for attorneys may exist.

F. Indemnification. The Judge is a public official of the City of Gig Harbor. The Judge agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any acts of the Judge that are outside of the scope of his official duties as described herein.

G. Term. This agreement shall commence on January 1, 2011 and terminate on December 31, 2013 unless terminated as provided in this section and section H. If the City chooses to appoint or reappoint the municipal court judge, such appointment or reappointment shall take place on or before December 1, 2013.

This agreement may be terminated by the Judge providing a sixty (60) day written notice of termination to the city. The City may remove the Judge from office only as provided in RCW 3.50.095 (as it now exists or may be amended in the future); PROVIDED THAT, the city may decide at any time after execution of this Agreement, to terminate the municipal court as provided in chapter 3.50 RCW and eliminate the position of municipal court judge. Both parties specifically agree that elimination of the position of municipal court judge does not constitute "removal" of the judge from office, and does not trigger RCW 3.50.095 (as it now exists or may be amended in the future). PROVIDED FURTHER, that if the position of municipal court judge becomes full-time as defined in RCW 3.50.055, and the City is required to fill the position by election, the City may also terminate this Agreement by providing the Judge at least sixty (60) days written notice.

H. Nonexclusive Contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional judges, to contract for additional court services in the future, or to terminate this agreement for the purpose of filling the position by election (as required by RCW 3.50.055). Nothing herein shall be interpreted to prohibit such future appointment, or restrict the City's decision to increase the position to full-time, which could trigger the provisions of RCW 3.50.055. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Judge for future years, regardless of whether the Judge shall be within the terms of his appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

I. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Judge which cannot be resolved by the City's determination in a reasonable period of time, or if the Judge does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorneys fees incurred in any litigation arising out of the enforcement of this Agreement.

J. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

K. **Severability.** In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

L. **Notice.** Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Judge:

Michael A. Dunn
PO Box 1431
Gig Harbor, WA 98335

City:

City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

This contract contains the complete agreement concerning the Municipal Court Judge Services between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

No waiver or modification of this agreement shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

DATED this ___th day of _____, 2011.

CITY OF GIG HARBOR

Charles L. Hunter, Mayor

Michael Dunn, Municipal Court Judge

ATTEST:

Molly M. Towslee, City Clerk

Subject: Volunteer Policy

Proposed Council Action:

Adopt the Volunteer Policy

Dept. Origin: Administration
Prepared by: Molly Towslee, City Clerk *mt*
For Agenda of: June 27, 2011
Exhibits: Volunteer Policy

Initial & Date

Concurred by Mayor: CLH 6/22/11
Approved by City Administrator: Rbk
Approved as to form by City Atty: email 6/22/11
Approved by Finance Director: DR 6/22
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$0	Budgeted N/A	Required N/A

INFORMATION / BACKGROUND

The City recognizes the advantages of utilizing the talents of the community. It is our objective to provide these projects and services without adding undue or unnecessary liability to the citizens of the City. This policy creates a framework under which citizens and citizen groups can contribute to the City by volunteering their skills and talents to any of a number of City programs.

The city's insurance pool, AWCRRMSA, has recommended that a Volunteer Policy be adopted to implement the procedures to be followed by volunteers.

FISCAL CONSIDERATION

Having a policy in place will help to protect the city from potential litigation.

BOARD OR COMMITTEE RECOMMENDATION

The Finance / Safety Committee considered the policy on Monday, June 20th and recommended it be forwarded to the full Council for adoption.

RECOMMENDATION / MOTION

Move to: Adopt the Volunteer Policy.



CITY OF GIG HARBOR – POLICIES AND PROCEDURES

TITLE: Volunteer Policy

POLICY MANUAL SECTION & NO.
A-11-02

EFFECTIVE DATE: 06/27/11
REVISED DATE:

APPROVED:

Purpose: The City recognizes the advantages of utilizing the rich skills and talents of the community and the Community’s desire to enhance their way of life. Our objective is to utilize these individuals and organizations to benefit the community. It is also our objective to provide these projects and services without adding undue or unnecessary liability to the citizens of the City. The intent of this policy is not to displace bargaining unit employees with volunteers. This policy creates a framework under which citizens and citizen groups can contribute to the City by volunteering their skills and talents to any of a number of City programs.

All volunteers and organizations volunteering on behalf of the City must conduct themselves in a safe, appropriate and legal manner and act in accordance with City policies, as well as the procedures outlined below.

Per RCW 51.12.035, A "volunteer" shall mean a person who performs any assigned or authorized duties for the state or any agency thereof, except emergency services workers as described by chapter 38.52 RCW, brought about by one's own free choice, receives no wages, and accepted as a volunteer by the state or any agency thereof, prior to the occurrence of the injury or the contraction of an occupational disease, for the purpose of engaging in authorized volunteer service: PROVIDED, That such person shall be deemed to be a volunteer although he or she may be granted maintenance and reimbursement for actual expenses necessarily incurred in performing his or her assigned or authorized duties.

Indemnification: Any project conducted by a volunteer organization shall require the volunteer organization to protect, indemnify, and hold the City of Gig Harbor harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of the volunteer organization, its employees, agents or subcontractors, howsoever caused. The volunteer organization will be responsible for any damages sustained by its employees, members, or agents, to City of Gig Harbor equipment and/or fixtures.

Insurance Requirements: The volunteer organization shall provide insurance coverage that shall be maintained in full force and effect during the term of their service, as follows:

The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Gig Harbor its agents and employees, as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The volunteer

organization shall instruct the insurers to give the City of Gig Harbor, advance notice of any insurance cancellation.

The volunteer organization shall submit to the City of Gig Harbor prior to the date(s) of volunteer service, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. The volunteer organization shall submit renewal certificates as appropriate during the term of the volunteer service.

The volunteer organization shall obtain at the volunteer organization's cost, and maintain in full force and effect during the term of the volunteer service, insurance to meet the following minimum amounts from an insurance carrier licensed to conduct business in the State of Washington:

- **Commercial General Liability Insurance:** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate. Additionally, the volunteer organization is responsible for ensuring that any contracted organizations provide adequate insurance coverage for the activities arising out of contracts.
- **Automobile Liability Insurance:** In the event that volunteer services involve the use of vehicles, owned or operated by the volunteer organization, automobile liability insurance shall be required. The minimum limit for automobile liability is: \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Volunteers working within the scope and on behalf of the City have liability coverage as provided under the City's insurance coverage document. Liability insurance is not medical insurance.

Personal Injuries: Except for one-day project volunteers and City Council-appointed commission or committee members, volunteers must submit time sheets. Failure to do so will result in separation from volunteer service with the City. Each month, the designated staff member must estimate and report the volunteer hours, including an estimate of Council-appointed commission/committee member hours and one-day project volunteer hours to the Finance Department. The Department supervisor and the Finance Department must record all volunteer worker hours.

The City provides State Labor and Industries (Workers' Compensation) coverage for volunteer workers. Workers' Compensation covers medical injuries incurred by the volunteer when the injury occurs while the volunteer is working for the City. It does not cover any time lost if the volunteer cannot work their regular job due to an injury from volunteering for the City, nor will it cover any permanent injuries.

Age of Volunteer: Youth under 14 years old may be permitted to volunteer certain community projects at the discretion of the City Administrator or designee, depending on the scope of the volunteer activities. Volunteers under 14 years old must be accompanied by a parent or guardian during volunteer activities or must have submitted a signed parental consent and hold harmless agreement to the City for participation in the volunteer activities. Additional information regarding activities permitted to be performed by youth under the age of 18 is outlined in the federal Fair Labor and Standards Act, and Labor & Industries.

Supervision: Appropriate supervision shall be provided by the City as necessary when individual volunteers are utilized. When organizations volunteer services, the organization shall provide adequate supervision of their members and the City shall provide overall supervision of the project.

The City shall provide training and/or informational brochures to leaders of volunteer groups on safety procedures, including proper handling of potentially hazardous materials.

Personal Protection: The City shall provide, and volunteers are required to use, personal protective equipment as appropriate for the scope of work and identified by the Washington Industrial Safety and Health Act and WAC 296.24. All volunteers requiring personal protective equipment shall be provided adequate training in its proper use and care. The staff member performing this training shall provide documentation to the City Clerk. At no time shall a volunteer be allowed to operate City owned heavy equipment, city-owned power tools, or other city-owned potentially hazardous equipment or work in a hazardous area.

Transportation: In limited circumstances, volunteers 21 and over may drive City vehicles. Unless specifically authorized in writing and in advance, volunteer duties do not include the commute to, from, or between job sites. Prior to being allowed to drive a City vehicle, the volunteer's motor vehicle driving record should be checked to assure the volunteer meets the driving guidelines that City employees must meet.

Termination of Volunteer Service: The City and/or the volunteer may terminate volunteer service at any time without cause.

Background Checks: As required in RCW 43.43.834 all persons potentially having regularly scheduled unsupervised contact with children, vulnerable adults, or the handicapped will have to complete a background check for history of abusive and/or sexually deviant behavior or other crimes of violence. The City reserves the right to check references for any or all potential volunteers.

Documentation of Training: The City shall provide volunteers with adequate instruction and/or training if necessary. Training attendance sheets will be maintained for a minimum of three years. These records will be provided to the City Clerk upon completion of training.

Waivers: Organizations providing volunteer service should sign “Agreement Regarding Organizational Service with the City,” including agreement to defend, indemnify and hold the City harmless for any claims or lawsuits that arise out of their activities. All organizational volunteer service agreements must be reviewed and approved by the City Attorney.

Volunteers, with the exception of one-day project volunteers, should sign an acknowledgement of receipt of these volunteer policies. This acknowledgement form should include appropriate release and hold harmless information. One-day project volunteers should sign in on an attendance sheet that contains release and hold harmless language at the top.

Bargaining Unit Consultation: The City and Guild will work together to compile a list of projects and volunteer work. The list will be amended as needed.

Adopt-a-Street/Park Volunteers: Volunteer groups may “adopt” a section of a City street or park per Resolution No. 532, and agree to improve it through litter pick-up and weeding or other agreed upon tasks. Adopt-a-Street/Park volunteers must comply with all policies and procedures set forth in this Chapter. In addition, all participants must sign a waiver and release form. The volunteer organization must sign an Adopt-a-Street/Park Agreement approved by the City Attorney.

**Subject: Safety and Accident
Prevention Plan Policy**

Proposed Council Action:

Adopt the Safety and Accident
Prevention Plan Policy

Dept. Origin: Administration
Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: June 27, 2011
Exhibits: SAAPP Policy

	Initial & Date
Concurred by Mayor:	<u>CH 6/22/11</u>
Approved by City Administrator:	<u>PK</u>
Approved as to form by City Atty:	<u>email 6/22/11</u>
Approved by Finance Director:	<u>DL 6/22</u>
Approved by Department Head:	_____

Expenditure	Amount	Appropriation
Required \$0	Budgeted N/A	Required N/A

INFORMATION / BACKGROUND

The City of Gig Harbor is dedicated to providing a safe and healthy work environment for its employees. Part of the City's mission is to ensure that city services are delivered safely, efficiently, and effectively by establishing a program that creates and maintains a safe and healthy workplace for all employees.

The city's insurance pool, AWCRMSA, has recommended that a Safety and Accident Prevention Policy be adopted to ensure compliance with the policies already required by OSHA, WISHA and the Department of Labor and Industries.

FISCAL CONSIDERATION

This policy is one more tool to safeguard both the employees and the city from unsafe conditions and practices.

BOARD OR COMMITTEE RECOMMENDATION

The Finance / Safety Committee considered the policy on Monday, June 20th and recommended it be forwarded to the full Council for adoption.

RECOMMENDATION / MOTION

Move to: Adopt the Safety and Accident Prevention Policy.



TITLE: Safety and Accident Prevention Plan

POLICY MANUAL SECTION & NO.
A-10-03

EFFECTIVE DATE: 06/27/11
REVISED DATE:

APPROVED:

PURPOSE

The City of Gig Harbor is dedicated to providing a safe and healthy work environment for its employees. Part of the City's mission is to ensure that city services are delivered safely, efficiently, and effectively by establishing a program that creates and maintains a safe and healthy workplace for all employees.

POLICY

The Safety and Accident Prevention Plan implements systems and programs for the protection of city employees and to prevent property damage.

PROCEDURE

Management will implement this policy by dedicating time and resources to comply with all present and future safety and health codes and regulations.

Supervisors are responsible for the safety of their employees and are expected to support compliance with all policies, laws, rules and regulations.

Employees participate by following the policies and identifying ways to make the City of Gig Harbor a safer place to work.



*"Dedicated to public service through
teamwork and respect for our community."*

CITY OF GIG HARBOR SAFETY AND ACCIDENT PREVENTION PLAN

June 17, 2011



*"Dedicated to public service through
teamwork and respect for our community."*

CITY OF GIG HARBOR SAFETY AND ACCIDENT PREVENTION PLAN

June 17, 2011

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COMMITMENT TO SAFETY

The personal safety and health of each employee within the City of Gig Harbor is of primary importance. We are committed to the protection from accidental loss to our employees and property by developing an Accident and Illness Prevention Program. Management will ensure the implementation of this program by dedicating time and resources to comply with all present and future safety & health codes and regulations. We want each employee to have a safe and productive work setting and return home each day to family and friends free from injury.

In fulfilling this commitment we will provide and maintain a safe and healthful work environment. We will strive to eliminate any foreseeable hazards, which may result in personal injuries/illnesses, fires, security losses, and damage to property.

All activities will be conducted in accordance with the Department of Occupational Safety and Health/Washington Industrial Safety and Health Administration (DOSH/WISHA) requirements. The City will provide adequate training, proper equipment and develop safe work procedures and practices to assure all activities will be performed safely and efficiently.

The responsibility for implementing this policy is Management's. However, the City of Gig Harbor expects its staff and supervisory personnel to share and champion these goals. Supervisors are responsible for the safety of their employees and as a part of their daily duties must check the workplace for unsafe conditions, watch employees for unsafe actions and take prompt action to eliminate any hazards. They are trained and expected to be leaders, setting a proper example by showing dedication and support in compliance with all policies, laws, rules & regulations, and good practice. In addition, all employees are responsible for performing their jobs in accordance with the established facility safety rules, regulations and procedures.

We encourage all employees to continually be committed to our goals, to show leadership by setting good examples and to actively participate in identifying ways to make the City of Gig Harbor a safer place to work.

A copy of this document and related appendices, will be issued to department directors and division managers.

SAFETY AND HEALTH RESPONSIBILITIES (WAC 296-800-110)

Management Responsibilities

All leaders should create an atmosphere that clearly demonstrates to employees that safety is a vital part of their personal and professional activities. Leaders are responsible for implementing systems and programs that convey the City's safety philosophy to employees.

- ◆ Assumes the responsibility for the safety and health program and ensures that the program remains successful and effective in practice.
- ◆ Reports a fatality or in-hospitalization of any employee within 8 hours to the nearest Department of Labor and Industries office. (1-800-4BE SAFE)
- ◆ Make certain that a city wide Safety Committee is formed and is carrying out its responsibilities as described in this program.
- ◆ Insure that sufficient employee time, supervisor support, and funds are budgeted for safety equipment, training and to carry out the safety program.
- ◆ Evaluate supervisors each year to make sure they are carrying out their responsibilities as described in this program.
- ◆ Make sure that incidents are fully investigated and corrective action is taken to prevent the hazardous conditions or behaviors from happening again.
- ◆ Insure that a record of injuries and illnesses is maintained and posted as described in this program.
- ◆ Set a good example by following established safety rules and attending required training.
- ◆ Make subcontractors aware of the importance of complying with the City's contractor site safety program.
- ◆ Safety performance is included in each employee's as well as each manager's performance appraisal process each year.
- ◆ Acknowledge and reward safe practices.

Supervisor Responsibilities

- ◆ Ensure that each employee you supervise has received an initial orientation of the Accident Prevention Program **before** beginning work.
- ◆ Make certain that each employee you supervise is competent or receives training on safe operation of equipment or tasks **before** starting work on that equipment or project.
- ◆ Take care that each employee receives required personal protective equipment (PPE) **before** starting work on a project requiring PPE.
- ◆ Do a daily walk-around safety-check of the work area. Promptly correct any hazards you find.
- ◆ Observe the employees you supervise working. Promptly correct any unsafe behavior. Provide training and take corrective action as necessary. Document employee evaluations.
- ◆ Set a good example for employees by following safety rules and attending required training.

SAFETY AND HEALTH RESPONSIBILITIES continued

- ◆ Investigate all incidents in your area and report your findings to management.
- ◆ Talk to management about changes to work practices or equipment that will improve employee safety.
- ◆ Enforce all safety rules.

Employee Responsibilities

The health and safety of each employee is a major responsibility. All employees share this obligation. Employees should treat safety as one of their most important job responsibilities, watching for potential hazards, and thinking about what could go wrong before it goes wrong. Employee's safety responsibilities:

- ◆ Observe and comply with all safety signs, rules, and regulations described in this program.
- ◆ Recognize that the City of Gig Harbor has a drug and alcohol free work policy and not come to work impaired.
- ◆ Report all on the job injuries promptly.
- ◆ Identify, correct or report potential or unsafe conditions.
- ◆ Report all near-miss incidents to your supervisor promptly.
- ◆ Incorporate safe practices into all activities.
- ◆ Attend & participate in safety meetings.
- ◆ Always use personal protective equipment (PPE) in good working condition where it is required.
- ◆ Do not remove or defeat any safety device or safeguard provided for employee protection.
- ◆ Operate equipment safely. Do not operate equipment you are not trained for or qualified to operate.
- ◆ Report all equipment damage or failure to your supervisor immediately.
- ◆ Feel free to talk to management about problems that affect your safety or working conditions.
- ◆ Make suggestions to your supervisor, safety committee representative or management about changes you believe will improve employee safety.

GENERAL SAFETY RULES

The following are general safety rules and regulations that have been established to help make the City of Gig Harbor a safe and efficient place to work. Failure to comply with these rules will result in disciplinary action. Report all injuries or incidents to your Supervisor immediately (within 8 hours), regardless of severity, including ergonomic/cumulative trauma issues.

1. Any unsafe act or condition must be reported immediately to your supervisor.
2. Always use proper body mechanics when lifting.
3. Use good housekeeping practices in and around workstations. Keep debris, cords, loose paper, etc. off the floor.
4. Keep drawers of desks and file cabinets closed when not in use. Only one drawer or file cabinet should be open at a time in order to prevent tipping over.
5. Shelves will be stacked in a way that prevents heavy objects from falling off. Do not overload shelves!
6. Keep aisle ways and fire extinguishers clear of blockage and equipment.
7. Do not place broken or sharp objects in the waste paper containers.
8. Alcohol, weapons, and illegal drugs are not allowed on the property.
9. Smoking is not permitted in any building.
10. All secondary chemical containers, such as cleaning bottles and fuel or solvent containers must be labeled clearly with the name of the material and appropriate hazard warnings.
11. Food and beverages are not allowed in work areas where hazardous chemicals are in use.
12. Horseplay, scuffling, fighting, etc. is prohibited.
13. Aisles and emergency exits must not be blocked for any reason.

Violation of the above listed safety guidelines may lead to corrective action and/or disciplinary action.

NEW EMPLOYEE ORIENTATION

The Supervisor must orient new employees to on the job health and safety requirements, including those who are new to a location, as they relate to the job being performed. This must take place **before** the employee is allowed to do the work.

Components of Orientation

- ◆ Total description of the City's Accident Prevention Program.
- ◆ Safety programs, policies and rules applicable to the job
- ◆ Recognizing hazards of the workplace.
- ◆ Procedures on how to report hazards and accidents.
- ◆ Proper lifting techniques and use of available lift aids.
- ◆ Ergonomics in the office and operations.
- ◆ Use of tools, equipment, and procedures necessary to carryout work assignments safely and efficiently.
- ◆ Housekeeping procedures.
- ◆ Fire protection and emergency evacuation, including who is on the fire evacuation team and actions to take in the event of a fire alarm.
- ◆ Locations, types, and use of fire extinguishers.
- ◆ Emergency numbers.
- ◆ First Aid kit locations and training.
- ◆ Driver training (if driving city vehicle on a regular basis).
- ◆ Purpose and techniques for use of any personal protective equipment required on the job.

REPORTING EMPLOYMENT SAFETY HAZARDS

Employees are required to report any injury or work related illness to their immediate supervisor regardless of how serious. Minor injuries such as cuts and scrapes can be entered on the minor/first aid injury log posted on the safety bulletin board located outside the break room at the Civic Center, at the City Shop, and at the Wastewater Treatment Plant. The employee must use an "Employee's Accident Report Form", (*Appendix A*) to report more serious injuries.

Industrial Injury Reporting Procedures:

Note: An employee who has an on-the-job injury must follow the steps below:

1. Immediately notify your Supervisor of the injury or accident.
2. Seek medical attention, as needed.
3. Complete any necessary paperwork.

The Supervisor will:

1. Investigate a serious injury or illness using procedures in the "Accident Investigation" section next.
2. Complete an "Accident Investigation Report" form. (*Appendix B*)
3. Give the "Employee's Report" and the "Accident Investigation Report" to the Risk Manager / Safety Officer.

The Risk Manager / Safety Officer will:

1. Determine from the Employee's Report, Accident Investigation Report, and any L&I claim form associated with the incident, whether it must be recorded on the OSHA Injury and Illness Log and Summary according to the instructions for that form.
2. Enter a recordable incident within six days after the company becomes aware of it.
3. If the injury is not recorded on the OSHA log, add it to a separate incident report log, which is used to record non-OSHA recordable injuries and near misses.
4. Each month before the scheduled safety committee meeting, make any new injury reports and investigations available to the Safety Committee for review, along with an updated Incident Report Log.

The Safety Committee will review the log for trends and may decide to conduct a separate investigation of any incident.

The Risk Manager / Safety Officer will post a signed copy of the OSHA log summary for the previous year on the safety bulletin board each February 1 until April 30. The log will be kept on file for at least 5 years. Any employee can view an OSHA log upon request at any time during the year.

REPORTING EMPLOYMENT SAFETY HAZARDS continued

- ◆ Return to Work/Time Loss Certification. The injured employee must take this form to his/her physician. The form must be completed by the physician and returned to the employee's supervisor within two (2) business days of receiving it from the physician.
- ◆ Modified Work Form. If your doctor says you are unable to report for work the following day under regular status, the following "Modified Work Form" (*Appendix C*) must be completed by the physician and returned to the employee's supervisor.

Reporting Hazards

Take immediate action to correct any unsafe condition, piece of equipment, or work practice. If you, or a co-worker, cannot correct the unsafe condition, protect the area and report it to your supervisor.

Report to your Supervisor

- ◆ Unsafe work practices.
- ◆ Unsafe working conditions.
- ◆ Accidents of all kinds including vehicle accidents.
- ◆ Near misses.

ACCIDENT INVESTIGATION PROCEDURES

All accidents and near misses should be investigated. The seriousness of the accident will determine the extent of the investigation. The purpose of the investigation is to produce factual information that leads to corrective action in order to prevent further accidents from occurring.

Who conducts the investigation?

- ◆ Immediate Supervisor
- ◆ One Safety Committee Member
- ◆ One Management Representative

Investigation Procedures

The investigation should take place as soon as possible after the incident. Following are a list of procedures that encompass a thorough investigation report:

- ◆ Report the accident
- ◆ Arrival at the scene
- ◆ Gather information
 - Preserve Evidence
 - Interview Witnesses
 - Take Photos
 - Draw Sketches
- ◆ Find root causes
- ◆ Determine corrective actions
- ◆ Provide recommendations
- ◆ Write a report – the immediate supervisor will be responsible for writing the report.

All accident investigations should result in some kind of change or control. Recommendations for change/control should include:

- ◆ Engineering control/changes-encompassing those actions that include physical changes to the work environment.
- ◆ Administrative control/changes-include procedural, operating or training procedures.

The Safety Committee will review accident investigation reports to ensure corrections have been made.

SAFETY COMMITTEE (WAC296-800-130)

Implementing an effective Accident and Illness Program can guard against prevention of unpredictable occurrences. But for a viable safety program to function well it requires everyone, both employer and employee, working together. A means utilized to involve all personnel in the safety efforts is the organization and active function of the Safety Committee. The Safety Committee becomes the communication link between management and employees.

PURPOSE AND FUNCTION

The primary purpose of the Safety Committee is to assist Executive Staff in the operational review of the City of Gig Harbor Safety Plan. Specific responsibilities include:

- A. Oversight and risk assessment of:
 - 1. Facilities: *are they maintained in a manner that protects the lives and insures the physical safety of personnel, customers and volunteers?*
 - 2. Departments: *are they equipped and operated so as to sustain them as safe, secure, and sanitary? Are hazards minimized?*
 - 3. Periodic inspections of premises and equipment: *do they detect unsafe and unhealthful conditions and practices and are appropriate corrective measures taken?*
 - 4. Security: *does this program address concerns regarding visitors and personnel? Is follow-up appropriate?*
 - 5. Emergency Preparedness & Fire Safety: *is the City prepared and is appropriate corrective action taken?*
 - 6. Hazardous Materials and Waste Management: *are evaluations conducted that seek to identify problems, failures, and user errors? Are appropriate corrective actions taken?*
- B. Development, review and maintenance of safety plan policies and procedures.
- C. Provide recommendations regarding safety responsibilities to Department Directors and Managers.
- D. Promotion of ongoing educational programs that involve and inform all levels of management and employees regarding safety and health practices.
- E. Review information on employee accidents relative to cause, preventability and appropriateness of corrective action. Review accident trends and, if indicated, make recommendations for changes in procedures
- F. Evaluate and respond to employee safety suggestions.
- G. Performance of an annual written evaluation of the Plan's effectiveness.

SAFETY COMMITTEE continued

II. COMPOSITION

The City of Gig Harbor Safety Committee will be comprised of the following:

- Risk Manager / Safety Officer
- One representative from the Police Department
- One representative from the Public Works Department (PW Safety Officer)
- One representative from the Wastewater Treatment Plant
- One representative from the Planning or Building Department

The representatives listed above with the exception of the Risk Manager/Safety Officer shall be elected or appointed by fellow employees in March of each year. All terms shall be for one year.

If a vacancy occurs, it shall be filled as quickly as possible for the remainder of the term.

(Note: *Indicates permanent member of the Committee by virtue of position and is exempt from the one year term limit.)

The Safety Committee shall elect its own Chairperson in March of each year from the Committee membership exclusive of the Risk Manager/Safety Officer. The Chairperson will serve for a period of one year. As part of his or her official duties, the Chairperson will ensure that all legal requirements are met.

III. ORGANIZATION/MEETINGS

The Safety Committee is an advisory committee to the Mayor and City Council and reports to the City Administrator.

The Committee will determine the time, date and location of each meeting as well as the frequency of the meetings. Meetings shall not exceed one hour except by majority vote.

As a minimum, each Safety Committee meeting agenda will include the following:

- a. Review of safety and health inspection reports received since the previous meeting to determine how to initiate corrective and/or preventive action(s) or identified unsafe work practices or conditions.
- b. Evaluation of employee accident investigations since the previous meeting to determine proper identification and correction of unsafe conditions.
- c. Evaluation of the City's Accident Prevention Program and preparation of written recommendations for submission to the City Administrator.
- d. Document attendance.

SAFETY COMMITTEE continued

- e. Take action minutes of the subjects discussed:
- Minutes and records are maintained by the City Clerk. Access, retention and destruction of any records/files will be subject to the City's and Public Records Act, confidentiality, and retention policies.
 - Minutes are to be made available for review by safety and health consultation personnel of the Department of Labor and Industries.

IV. COMMITTEE PROCEDURES

A. Duties of Members

Chairperson

- * Arrange for meeting place
- * Notify members of the meeting
- * Arrange program/agenda
- * Review previous minutes & materials for meeting
- * Develop inspection calendar

Secretary

- * Prepare minutes of meetings
- * Distribute minutes
- * Maintain minutes/reports
- * Report status of recommendations
- * May assume Chair's duties

Members

- * Set the example for working safely
- * Report unsafe conditions
- * Attend all safety meetings and functions
- * Contribute ideas and suggestions for improvement of safety
- * Influence others to work safely
- * Complete assigned worksite inspections utilizing inspection checklists

B. Employee accident and safety issues: reporting and review

Employee accident and safety issue reporting will be a shared responsibility among the division managers, Safety Officer, and the Safety Committee, and will be completed as follows:

1. Department Managers:

- a. Investigate, document and report all employee accidents and safety issues within their respective departments on an accident or incident report form. Take the necessary actions to alleviate future employee accidents and safety issues, and report actions taken on the supervisor's report form.

SAFETY COMMITTEE continued

- b. Forward employee accident & incident reports to Safety Officer within one working day.
 - c. Request recommendations from Safety Officer and/or Safety Committee for unresolved safety issues.
 - d. Conduct annual review (revision if necessary) of divisional safety policies and procedures.
2. Safety Officer: Forward summary accident information and employee safety-related issues to the Safety Committee for review and action. Provide annual injury and exposure statistics; respond to other Committee requests.
 3. Safety Committee:
 - a. Review all referred safety-related issues.
 - b. Review steps taken and determine need for further action, or provide recommendations if necessary.

D. Review and response to safety suggestions

1. To promote employee participation in safety and health, employee suggestions will be communicated through department staff meetings or submitted directly to a Safety Committee member.
2. Division managers and Committee members will be responsible for forwarding all safety suggestions to the Safety Committee.
3. The Safety Committee will review, evaluate and respond to all employee safety suggestions. Suggestions will be implemented with concurrence of the City Administrator.
4. The Committee may establish an incentive system with the approval of the City Administrator.

E. Workplace Inspections

1. Divisional workplace inspections should be done at least semi-annually by the managers or designee and the report forwarded to the Safety Committee.
2. Divisions may develop their own inspection checklists or use the city-wide one.
3. If a divisional checklist is created, it must address environmental and safety practice issues and be approved for use and content by the Safety Committee.
4. The Safety Committee will review findings, conclusions and actions from the divisional self-inspections, as well as the findings from the committee inspections. Division managers will be given the opportunity to respond to committee concerns and/or recommendations by one of the following:

SAFETY COMMITTEE continued

- 1). Carrying out the recommendations
- 2). Explaining why no action can be taken
- 3). Proposing an alternate solution

Reference WAC 296-24-040 (1)(b) and WAC 296-24-045

(Appendix D: Minutes/Agenda Form)

FIRST AID /CPR (WAC 296-800-150)

The City of Gig Harbor has First Aid qualified workers at all offices. First Aid is done according to the "Good Samaritan" Act. (*Appendix E: Good Samaritan Act*)

If you or a co-worker is involved in an accident, you must:

1. Ensure no further damage to yourself and/or the injured person.
2. Get first aid or medical assistance (if necessary, dial 911)
3. Transport the injured individual to the nearest medical aid (if necessary)
4. Report the incident immediately to your Supervisor.
5. Fill out the necessary accident reports.

Who is qualified to provide First Aid?

- ◆ If you are trained and currently certified in First Aid/CPR, you are qualified to provide First Aid/CPR to an injured person.
- ◆ All individuals located at fixed sites who are in charge of supervising employees are required to hold certification in First Aid/CPR.

If involved in a situation involving blood:

- ◆ Avoid skin contact with blood/OPIM (other potential infectious materials) by letting the victim help as much as possible. Use gloves provided in first aid kits.
- ◆ Remove clothing with blood on it after rendering help.
- ◆ Wash thoroughly with soap and water to remove blood.
- ◆ Report such first aid incident exposures to blood/OPIM to supervisor.

First Aid Kits/Stations

Employees should be familiar with the location of First Aid Kits/Stations within the facility. The Safety Committee will designate one person responsible for replenishing supplies. This person will make sure that first-aid supplies are:

- ◆ Easily accessible to all employees.
- ◆ Stored in containers that protect them from damage, deterioration, or contamination.
- ◆ Containers are clearly marked, not locked, and may be sealed.
- ◆ Able to be moved to the location of an injured or acutely ill employee.

EMERGENCY PREPAREDNESS (WAC 296-24-567)

What Will We Do In An Emergency?

In case of fire

Evacuation maps for each building are posted in public areas and show the location of exits, fire extinguishers, first aid kits, and where to assemble outside. A fire evacuation drill will be conducted once a year.

All fire extinguishers will be serviced on a yearly basis. This includes examining for pitting, cracks and corrosion.

If you discover a fire

- ◆ Tell another person immediately. Call or have them call 911 and a supervisor.
- ◆ If the fire is small (such as a wastebasket fire) and there is minimal smoke, you may try to put it out with a fire extinguisher
- ◆ If the fire grows or there is thick smoke, do not continue to fight the fire.
- ◆ Tell other employees in the area to evacuate.
- ◆ Go to the designated assembly point outside the building.

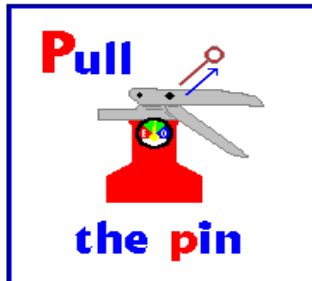
If you are a Supervisor notified of a fire in your area

- ◆ Tell your employees to evacuate to the designated assembly location. Check that all employees have been evacuated from your area.
- ◆ Verify that 911 has been called.
- ◆ Determine if the fire has been extinguished. If the fire has grown or there is thick smoke, evacuate any employees trying to fight the fire.
- ◆ Tell supervisors in other areas to evacuate the building.
- ◆ Go to the designated assembly point and check that all your employees are accounted for. If an employee is missing, *do not* re-enter the building! Notify the responding fire personnel that an employee is missing and may be in the building.

Training and Education: Annually, the City is required to provide fire extinguishers training and education. It will be provided for the familiarization and general use principals of extinguisher operation and their capabilities.

EMERGENCY PREPAREDNESS continued

It's easy to remember how to use a fire extinguisher if you can remember the acronym **PASS**, which stands for **P**ull, **A**im, **S**queeze, and **S**weep.



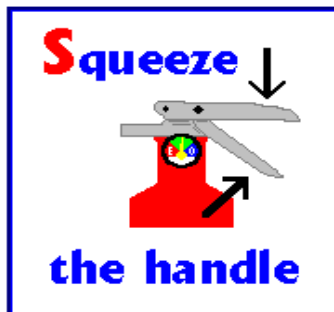
Pull the pin.

This will allow you to discharge the extinguisher.



Aim at the base of the fire.

If you aim at the flames (which is frequently the temptation), the extinguishing agent will fly right through and do no good. You want to hit the fuel.



Squeeze the top handle or lever.

This depresses a button that releases the pressurized extinguishing agent in the extinguisher.



Sweep from side to side

until the fire is completely out. Start using the extinguisher from a safe distance away, then move forward. Once the fire is out, keep an eye on the area in case it re-ignites.

EMERGENCY PREPAREDNESS continued

In case of earthquake

The west coast of the United States is subject to earthquakes. There will be no advance warning. The shock will be your only warning. An earthquake drill will be conducted each year during the first week of October. In the event of an earthquake:

If you are inside a building:

- ◆ Drop under a desk or table, cover your head and hold on. Stay away from windows, heavy cabinets, bookcases or glass dividers.
- ◆ When the shaking stops, the floor Officers are to check for damage and available evacuation routes then begin an evacuation of their area to the designated assembly location.
- ◆ Evacuation should proceed as quickly as possible since there may be aftershocks.
- ◆ Offer assistance to people who need help (elderly, mobility impaired, etc.)
- ◆ Supervisors must account for each employee in their work group as quickly as possible.
- ◆ First Aid certified employees should check for injuries and help evacuate injured employees. Do not attempt to move seriously injured persons unless they are in immediate danger of further injury.
- ◆ If a gas odor is in the building, tell a supervisor to turn off the gas at the main. Open windows.
- ◆ Supervisors and First Aid employees must not re-enter the building once evacuation is complete.
- ◆ Do not approach or touch downed power lines or objects touched by downed power lines.
- ◆ Do not use the phone except for emergency use.
- ◆ Turn on a radio and listen for public safety instructions.

If you are outside:

- ◆ Stand away from buildings, trees, telephone and electric lines.

If you are on the road:

- ◆ Drive away from underpasses/overpasses. Stop in a safe area. Stay in the vehicle.

EMERGENCY PREPARDNESS continued

Assembly Points

Civic Center: In the grassy area in front of the building. If this area is not safe, the secondary assembly point is the back parking lot.

City Shop: At the City Shop, the primary assembly point is the parking area outside the gate. If for any reason this area is not safe, the secondary assembly point is the parking lot in the back of the building.

Wastewater Treatment Plant: The primary assembly point is the parking area outside the front door. If this area is not safe, the secondary assembly point is the roadway at the north side gate.

SAFETY BULLETIN BOARD

(WAC 296-800-190)

A bulletin board containing posters and notices that must be posted by law, statues and information will be maintained for employees' attention in the kitchen areas of each department. These include:

- ◆ All safety-related information required by local, state and federal agencies.
- ◆ Safety and health protection on the job.
- ◆ Workers Compensation.
- ◆ Wage and hour.
- ◆ Unemployment Compensation.
- ◆ Equal Employee Opportunity Rights- ADA Americans with Disability Act.
- ◆ Prohibition of discrimination in employment.
- ◆ Family Medical Leave Act (50 or more employees).
- ◆ OSHA Log of Injury and Illness.
- ◆ Emergency Phone Numbers.

SECTION 2

PERSONAL PROTECTIVE EQUIPMENT HAZARD ASSESSMENT (WAC 296-800-160)

Personal Protective Equipment (PPE) is an item or items used to protect the eyes, face, head, body, arms, hands, legs, and feet such as goggles, helmets, head covers, gloves, rubber slickers, disposable coveralls, safety shoes, protective shields, and barriers.

In order to comply with all occupational safety and health standards, rules, and regulations required by the Department of Occupational Safety and Health Act (DOSH) and Washington Industrial Safety and Health Act (WISHA) a Hazard Assessment was conducted of all job tasks according to 296-800-16005.

PPE alone should not be relied on to provide protection for our employees. PPE should be used after all other reasonable means of reducing hazards have been carried out. The City of Gig Harbor has identified hazards in the workplace and we have taken the following steps to minimize/eliminate those hazards.

- ◆ Considered other ways to get hazardous jobs done.
- ◆ Reduced hazardous materials or processes.
- ◆ Applied engineering controls to reduce or eliminate hazards.

The purpose of conducting a Hazard Assessment was to identify the sources of hazards or potential hazards that are present or associated with each particular workstation in the City's work environment.

The **Hazard Assessment** was conducted in the following manner:

1. A walk through survey of all workstations was conducted at the City of Gig Harbor. Sources of hazards to workers and co-workers were identified and documented on the Job Hazard Analysis Assessment (**Appendix F**) Worksheet of Core Rules 296-800-16005.
2. Data was organized following the walk-through survey in order to analyze hazards in the environment and enable proper selection of protective equipment.
3. After gathering and organizing the data, an estimate of the potential for injuries was made. Each basic hazard was reviewed and a determination made as to the type, level of risk, and seriousness of potential injury from each hazard found.

Personal protective equipment (PPE) protects employees and helps in controlling the danger from the risks of injury against workplace hazards. When the eyes, face, hands, extremities, or other parts of the body are exposed to workplace hazards that cannot be controlled by other means then PPE must be worn. PPE is the last line of defense and is not a substitute for engineering or administrative controls, or good work practices, but should be used in conjunction with those controls. Remember, using PPE does not eliminate the hazard, and if the PPE fails or is used improperly, exposure to the hazard may occur.

PERSONAL PROTECTIVE EQUIPMENT—Hazard Assessment continued

Responsibilities

◆ **Supervisor/ Lead Worker:**

- ✓ Ensure that the required personal protective equipment is made available to, maintained properly and worn by the employee.

◆ **Employees:**

- ✓ Responsible for wearing and/or using all safety equipment provided for its intended purpose.
- ✓ Following all safety policies and instructions.

Equipment and Usage:

◆ **Hard Hats and/or Head Protection:** Shall be worn performing construction, repair, or inspection work or on:

1. Construction sites where cranes, backhoes, scaffolding are present and whenever overhead hazards exist.
2. Trenches and hazardous confined spaces.
3. Wherever the Supervisor, Lead Worker I, Lead Worker II, WWTP Lead, Heavy Equipment Operator, Permit Officer or Safety Officer determines that a hazard exists.
4. Hair netting and/or other such protection shall be worn by an employee who has hair long enough to present a hazard while working around machinery.

◆ **Reflective clothing:** Approved reflective and protective clothing will be required when:

1. Employees are working within Public right-of-way or are exposed to vehicular traffic.
2. Employees working night time operations.
3. Whenever the Supervisor, Lead Worker I, Lead Worker II, WWTP Lead, Heavy Equipment Operator, Permit Officer, Safety Officer or their designee determines that visibility danger is present.

Note: All flaggers shall have a flagging card issued by the proper authority. All flaggers will wear a hard hat, reflectorized outer garment and carry an approved sounding device such as a whistle or air horn. During emergency situations Police personnel are exempt when involved for traffic control. (It is recommended a reflectorized vest or coat should be used.)

PERSONAL PROTECTIVE EQUIPMENT continued

- ◆ **Eye and Face Protection**: Eye and face protectors shall be provided and worn where machines or operations present the hazards of:
 1. Flying Objects
 2. Glare
 3. Liquids
 4. Injurious Radiation
 5. Or a combination of these hazards

- ◆ **Respiratory Protection**: Respirators shall be provided when such equipment is necessary to protect the health of the employee. The employee shall use the provided respiratory protection in accordance with the instructions and training received as outlined in the City's Respiratory Protection Program.

- ◆ **Full Body Harness and Lifelines**: Where workers are employed above the floor, water surface, or the ground and it is impractical to provide temporary floors, staging, ladders, or scaffolds, safety belts, lifelines or life nets shall be provided and used by employees.
 1. No employee shall enter a sewer, sewer flue, storm sewer duct, waterline, water tank, tunnel or other similar places without first notifying his supervisor. He shall wear a full body harness with a lifeline attached, when conditions require it.
 - The line shall be held by a fellow worker stationed at the opening which he enters. In such cases, signals shall be agreed upon and responded to immediately.
 2. Employees working over or on water, where a danger of drowning exists, shall wear a U.S. Coast Guard approved lifesaving device.

- ◆ **Shirts or Protective Clothing**: Shirts or approved clothing shall be worn by all employees. No employee at any time shall work without some type of protective clothing above the waist.
 1. Safety Chaps: Shall be worn by operator anytime a chain saw is in use.

- ◆ **Safety Shoes and Boots**: When provided by the City, safety shoes or boots shall be worn. (see hazard assessment)

- ◆ **Hearing Protection**: Shall be worn when the noise level reaches: 85 dBA

- ◆ **Responsibility**: It shall be the responsibility of the Department Head, Supervisor, or Lead Worker to ensure that the required personal protective equipment is made available to, maintained properly by the employee and that all safety precautions are in use on all job sites according to the procedures set forth in this policy. Employees shall also be responsible for wearing and/or using all safety equipment provided for its intended purpose, and for following all safety policies and instructions.

HAZARD COMMUNICATION PROGRAM (WAC 296-800-170)

Each City employee will be informed about the chemicals in which he/she may be exposed to, the hazards associated with those chemicals, and the precautions that are necessary to avoid the hazards while in the performance of their job. The City of Gig Harbor is committed to the prevention of exposures that result in injury and/or illness and to comply with all applicable state health and safety rules. To make sure that all affected employees know about information concerning the dangers of all hazardous chemicals used by City employees, the following hazardous information program has been established.

All members of the Public Works Department will participate in the Hazard Communication program. This written program will be available in Administration and Public Works Department for review by any interested employee.

Container Labeling

The Public Works Safety Officer is responsible for container labeling procedures, reviewing, and updating. They must verify that all containers received for use will:

1. Be clearly labeled as to the contents.
2. Note the appropriate hazard warning.
3. List the name and address of the manufacturer.

How to Read and Interpret Labels: Labels have or show---

- ◆ **Identity of the Chemical** -- a code number, chemical or trade name.
- ◆ **Signal Word** -- telling you the degree of hazard: "**Caution!**"; "**Warning!**" or "**Danger!**"
- ◆ **Hazard Statement** -- telling you the major hazards you face: "extremely flammable" or "harmful if inhaled."
- ◆ **Precautions** -- what to do to avoid injury or illness: "avoid breathing" or "wash thoroughly after handling."
- ◆ **Instructions In Case Of Exposure** -- first-aid information telling you what to do if you're exposed to a chemical.
- ◆ **Antidotes** -- measures that can be used by a medical lay person to counteract the effects of chemical exposure.
- ◆ **Fire, Spill, Leak Instructions** -- how to put out or control fires, clean up leaks or spills.
- ◆ **Notes To Physician** -- information for physicians in case someone is exposed to a chemical.
- ◆ **Handling and Storage Instructions** -- special procedures for handling and storing chemical containers.

HAZARD COMMUNICATION PROGRAM continued

Material Safety Data Sheets (MSDS)

The Public Works Safety Officer is responsible to establish and monitor the City's MSDS program. This person will make sure procedures are developed to obtain the necessary MSDS's and will review incoming MSDS's for new or significant health and safety information. This person will see that any new information is passed on to affected employees.

The procedures to obtain MSDS's and review incoming MSDS's for new or significant health and safety information are as follows:

1. Name of chemical.
2. Name, address and phone number for hazard and emergency information.
3. The date the MSDS was prepared.
4. Chemical and common names of hazardous ingredients in the chemical (unless it is a trade secret).
5. Limitations on exposure levels of the chemicals.
6. Physical and chemical characteristics.
7. Flammability, Reactivity, Stability of the chemical.
8. How the chemical enters your body. (routes of entry)
9. Health hazards - physical effects (skin, lungs, eyes, and nervous system)
10. Carcinogenic possibilities.
11. Emergency First Aid Procedures.
12. Safe handling procedures.
13. PPE required in using the chemical.

MSDS books are located at City Hall, City Shop and the Wastewater Treatment Plant.

MSDS's will be available to all employees during each work shift. If an MSDS is not available, or a new chemical in use does not have an MSDS, immediately contact the Public Works Safety Officer.

The Public Works Safety Officer is responsible for Public Works employee training programs. All present and new employees of the City will attend one or more Health and Safety training courses and will receive information on the following:

- ◆ An overview of the requirements contained in the Hazard Communication Standard.
- ◆ Hazardous chemicals present at his or her work places.
- ◆ Physical and health risks of the hazardous chemical.
- ◆ The symptoms of overexposure.
- ◆ How to determine the presence or release of hazardous chemicals in his or her work area.
- ◆ How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices, and personal protective equipment.

HAZARD COMMUNICATION PROGRAM continued

- ◆ Steps the City has taken to reduce or prevent exposure to hazardous chemicals.
- ◆ Procedures to follow if employees are overexposed to hazardous chemicals.
- ◆ How to read labels and review MSDS's in order to obtain hazard information.
- ◆ Location of the MSDS file and written Hazard Communication Program.

Before introducing a new chemical hazard in any department, each employee in that department will be given information and training as outlined above for the new chemical.

Informing Contractors and Multi-Employer Work Places

It is the responsibility of the Public Works Safety Officer to provide employers of any other employees, or sub-contractors at the work site, with the following information upon request:

- ◆ Copy of the Hazardous Communication Program.
- ◆ Copies of MSDS's (or make them available at a central location) for any hazardous chemicals that the other employers' employees may be exposed to while working.
- ◆ Inform other employers of any precautionary measures that need to be taken to protect employees during normal operating conditions or in foreseeable emergencies.
- ◆ Provide other employers with an explanation of the labeling system that is used at the work site.

It is the responsibility of the Contractor / Vendor to supply MSDS's for the chemicals the contractor is bringing into the work place.

List of Hazardous Chemicals

The following is a list of all known hazardous chemicals used by our employees. Further information on each chemical may be obtained by reviewing the MSDS's located at the Civic Center, City Shop and / or the Wastewater Treatment Plant.

A list of all known Hazardous Chemicals used by the City of Gig Harbor employees on any particular job is available in the front of the Material Safety Data Sheets Books.

HEARING CONSERVATION PROGRAM (WAC 296-817)

This procedure will ensure that employees who are exposed to noise levels 85 decibels or greater are provided with protective equipment, engineering controls, and educational information to prevent a hearing disability due to prolonged exposure to high noise levels.

Permissible Exposure Limits

Table 12-1 shows the permissible noise exposure limits as set by OSHA and the State of Washington (WISHA)

Table 12-1

Duration per day (hours)	Sound level (dBA)
8	85
4	90
2	95
1	100
0.5	105
0.25	110
1 second	115

The permissible exposure limits refer to sound pressure levels that represent conditions under which it is believed that nearly all workers may be repeatedly exposed without adverse effect on their ability to hear and understand normal speech.

When an employee's duration per day has reached exposures listed in Table 12-1, (50% of 90 dBA) then that employee will be part of the Hearing Conservation Program.

No employee should be exposed to impulse or impact noise in excess of 140 dBA peak sound pressure level.

Continued exposure to loud noises may result in permanent impairment to hearing which may impact upon the work efficiency of an employee or result in a physical disability recognized under State and Federal laws. This disability can be prevented in most cases. Permanent hearing loss is frequently not recognized by the individual because it affects hearing of sounds higher in frequency than necessary in speech communication.

HEARING CONSERVATION PROGRAM continued

Requirements: All employees that are part of the Hearing Conservation Program will receive:

1. An annual audiogram
2. Annual Training

The Public Works Safety Officer / Police Lieutenant will:

1. Monitor work sites for noise hazards in compliance with WISHA/OSHA requirements.
2. Provide a method of annual training for all employees in the Hearing Conservation Program.
3. Assist Supervisors in developing solutions to noise hazard problems.

Supervisors will:

1. Inform the City Safety Officer in writing of any noise hazards that may require monitoring.
2. Ensure all provisions of this procedure are adhered to.

Monitoring

When reasonable information indicate that an employee's exposure may equal or exceed an 8-hour time-weighted average of 85 dBA, the Supervisor shall send a written request for monitoring to the City Safety Officer.

The Safety Officer will monitor the requested area and/or personnel involved. After monitoring, if the noise exposure equals or exceeds that referenced in Table 12-1, the supervisor of the affected employee will be notified of the results, and the supervisor will notify the employee of the results. The employee and/or job identified will be included in the Hearing Conservation Program. The supervisor will then schedule audiometric tests for the involved employees.

Prior to filling any job vacancy, by new hire or transfer, in a classification covered by the hearing conservation program, the person will be given an audiometric test. The purpose of this test is to establish a baseline level of hearing and to determine if the person has any medical problem that would be aggravated by the use of hearing protectors.

Any affected employee or their representative may be provided with an opportunity to observe any measurements of employee noise exposure.

Whenever employee noise exposures equal or exceed an 8-hour time-weighted average of 90 dBA, feasible **administrative** or **engineering** controls shall be implemented by the supervisor, with assistance from the City Safety Officer.

HEARING CONSERVATION PROGRAM continued

Examples of acceptable engineering controls are:

- ◆ Replace noisy equipment
- ◆ Keep up on maintenance
- ◆ Mufflers and silencers
- ◆ Enclose equipment or workers
- ◆ Distance (double distance; half the exposure)
- ◆ Schedule noisy work to avoid exposures
- ◆ Reduce employee time in noisy areas.

Whenever engineering methods cannot reduce noise to safe levels or employees cannot be excluded from noisy areas, all employees exposed to loud noise will be required to wear personal protective devices designed to attenuate the ambient noise in the ear.

These devices are two types:

1. Ear plugs
2. Aural protectors (ear muffs).

NOTE: Supervisors must ensure that employees wear this protective equipment whenever these employees are exposed to potentially hazardous noise levels.

Audiometric Testing

All employees whose exposures equal or exceed and 8-hour time-weighted average of 85 decibels will have an audiometric test.

NOTE: Supervisors may elect to have audiograms completed for employees not addressed by this procedure.

A Vendor approved by the AWC Retro Program will perform audiometric tests in accordance with this policy. All audiometric test results will be given to and maintained by the City Safety Officer.

All employees or work groups identified to be in the Hearing Conservation Program will be tested within 90 days of being identified, and annually thereafter for as long as the employee is qualified. All persons transferring to or hiring into jobs covered by this program will be given an audiometric test prior to filling the vacancy.

Evaluation

1. Each employee's annual audiogram shall be compared to that employee's baseline audiogram to determine if a standard threshold shift has occurred. This comparison may be made by a certified audiometric technician.

HEARING CONSERVATION PROGRAM continued

2. If the annual audiogram indicates that an employee has suffered a standard threshold shift, they will be retested within 30 days and the results of the retest will be considered as the annual audiogram.
3. An audiologist, otolaryngologist or other qualified physician shall review audiograms which indicate a standard threshold shift to determine whether there is a need for further evaluation.

Follow-up:

If a comparison of the annual audiogram to the baseline audiogram indicates a significant threshold shift, the Safety Officer will ensure that the following steps are taken:

1. Inform the employee and his /her supervisor and/or manager in writing within 21 days of the determination.
2. Refer the employee for a clinical audiological evaluation, or an ontological examination, as appropriate, if additional testing is necessary or if the City Safety Officer suspects that a medical pathology of the ear is caused or aggravated by the wearing of hearing protectors.
3. Inform the employee of the need for an ontological examination.
4. Upon notification by the City Safety Officer, the supervisor and/or manager of the affected employee will ensure that the following steps are taken:
 - ◆ The employee is fitted with hearing protectors, trained in their use and care, and be required to use them.
 - ◆ An employee already using hearing protectors shall be refitted and retrained in the use of hearing protectors offering greater attenuation if necessary.
5. If an employee continues to have a significant threshold shift, as determined from previous audiometric tests, the manager and/or department head and AWC Retro will be notified.

Hearing Protectors

Supervisors shall make hearing protectors available to all employees exposed to a time-weighted average of 85 dBA or greater at no cost to the employees. Hearing protectors shall be replaced as necessary. Supervisors shall ensure that hearing protectors are worn by:

HEARING CONSERVATION PROGRAM continued

- ◆ Any employee who is exposed to an 8-hour time-weighted average of 85 dBA or greater; or
- ◆ Any employee who is exposed to noise above 115 dBA; or
- ◆ Any employee who is exposed to any impulse or impact noise measure at or above 140 dBA peak using an impulse sound level meter set to either the linear or C-scale, or
- ◆ Any employee working near or with equipment with sound levels greater than 90 dBA

The City will provide hearing protectors from at least two different types for the employee to choose from:

1. Molded, self-molded
2. Ear muffs

Training

Employees exposed to noise at or above a time-weighted average of 85 dBA will be trained at least annually in the following items:

1. The effects of noise on hearing.
2. The purpose of hearing protectors, the advantages, disadvantages, and attenuation of various types, and instructions on selection, fitting, use, and care.
3. The purpose of audiometric testing and an explanation of the test procedures.
4. Attendance records of Hearing Conservation training will be retained by the City Safety Officer or designee.

Information Regarding Hearing Protectors

Ear Plugs

- ◆ Foam - with and without string.
- ◆ Custom-modeled plastic (can be ordered as needed)
- ◆ All of the ear plugs must have a Noise Reduction Rating (NRR) of at least 25.

Ear Muffs

- ◆ Fits over and attaches to the helmet
- ◆ Fits directly over the head.
- ◆ Ear muffs have different NRR's depending on their make and model.

HEARING CONSERVATION PROGRAM continued

Noise Reduction Ratings (NRRs)

Noise reduction ratings (NRRs) are obtained under ideal (laboratory) conditions. Slippage, improper fit, etc. may allow noise to “leak” past the hearing protector. For normal usage you should subtract 7 dBA and divide the result by two to determine the noise reduction level.

◆ $(NRR - 7) \div 2$ ex. $(21-7) \div 2=7$

Sound level resulting from use of HPD	Protection Outcome
85 +	Insufficient
80 – 85	Acceptable
75 – 80	Optimum
70 – 75	Acceptable

Example: Noise dosimetry reveals that an employee’s daily exposure to noise is 88 dBA. We want to reduce exposure at the ear to no more than 80 dBA. Therefore the hearing protector must be able to yield 8 dBA of effective noise reduction. Using the formula above, the NRR must be at least 23 dBA.

$(23-7) \div 2 = 8$

Care Instructions

- ◆ Foam ear plugs can be disposed of after use.
- ◆ Custom-modeled ear plugs and ear muffs should be checked by employees before each use for signs of damage and routinely cleaned.
- ◆ If the damage to the hearing protection is such that it can no longer provide proper protection, then it should be repaired or replaced.

HEARING CONSERVATION PROGRAM continued

Sample Noise Levels for Various Types of Equipment and Processes

These noise levels are for individual pieces of equipment or processes in a specific environment. It is important to note that noise levels produced by equipment or work processes may vary depending on equipment type and manufacturer, condition of equipment, method and environment of use.

This chart is not meant to be a substitute for a noise monitoring program, but can be used to provide some general guidance.

Tool/Equipment	Decibel Level (dB)
Weapon Discharge (Shooting Range)	140
Oxygen Torch	121
Pneumatic Hammers	120
Bulldozer	117
Backhoe Tamper	115
Abrasive Saw	115
Jackhammer	114
Rock Concert	114
Whistle	113
Pump	113
Air Hose Alone	112
Chainsaw	110
Highways	110
Riveting	110
Clay Gun	106
Breaker on Asphalt	106
Caulking Gun	106
Hand Held Tamper	104
Circular Saw	102
Sheet Metal Shop	100
General Workshop	100
Grinder, Electric	99
Backhoe	98
Breaker on asphalt (30 feet away)	98
Power Mower	96
High Pressure Washer (idle)	95
Jigsaw	94
High Pressure washer (in use)	93
Gas Blower (yard)	93
Drill	93
Breaker on Asphalt (90 feet away)	88

(List continued in Appendix M)

LOCK-OUT / TAG-OUT PROGRAM (WAC 296-803)

The Control of Hazardous Energy (Lockout/Tagout) helps protect and safeguard employees while they perform servicing and maintenance on machines and equipment in which the unexpected energization or startup of the machine, or equipment, or the release of stored energy could occur and cause injury or possible death.

This procedure defines the **minimum** requirements for isolating hazardous energy sources to be in compliance with WISHA Standard WAC 296-803 (The Control of Hazardous Energy Lockout/Tagout).

This procedure applies to the control of energy during:

1. Servicing and/or maintenance of machines and equipment.
2. Work performed on piping systems.
3. Servicing of motor vehicles or heavy mobile equipment.

Definitions

Personnel Affected by this Safety Procedure: Any employee, whose job requires them to work on any source of:

Electrical	Mechanical
Hydraulic	Pneumatic
Chemical	Thermal
Other Energy, Including Gravity.	

Controlled energy where this procedure does not apply:

Electrical equipment that has a receptacle that is detached from the electrical source, or an electrical device that has a start/stop switch within arms length of the person and within line of sight.

Energy Isolating Device: is a mechanical device that physically prevents the transmission or release of energy. The isolation device can be, but not limited to:

A block valve	A blind flange, break, and plug
A double block valve with bleeder in between	Electrical disconnects
A blind blank	Mechanical gags

Lockout is the placement of a locking device on an energy isolating device ensuring that the energy isolating device cannot be operated until the lockout device is removed.

LOCK-OUT / TAG-OUT PROGRAM continued

Tagout is the placement of a tagout device on an energy isolating device to ensure that the energy isolating device may not be operated until the tagout device is removed (Tagout devices including their means of attachment shall be substantial enough to prevent inadvertent or accidental removal)

Tags provide visual warnings that the equipment has been shut down. Tags will also list the equipment that is out of service and how long the equipment will be shut down. Employees will use protective materials and hardware such as locks, tags, or other hardware for isolating, securing, or blocking of machines or equipment from energy sources. All locks and tagging devices:

- ◆ Are used only for the purpose of controlling energy.
- ◆ Durable and capable of withstanding the environment they are exposed to.
- ◆ Standardized in color, shape, and sizes.
- ◆ Identifies employee applying the devices.
- ◆ Substantial enough to prevent removal without the use of bolt cutters.

Note: When a machine or equipment cannot be locked out and a tag is used, an additional safety measure must be incorporated to achieve a safety level equivalent to that of a locking device. The tag also must hang at the same location that a lockout device would have been attached.

Requirements for Securing Electrical Equipment

Sequence Of Lock-Out

1. A maintenance work order form is issued for service or maintenance work to be done on a piece of equipment, machine, motor etc.
2. Supervisor of the area that work is to be done will issue a permit.
3. All authorized and affected employees will adhere to the following written Lock-out and Tag-out procedures:
 - a) **Rectifiers** - Follow check sheet to remove 13.2 high voltages from rectifier units
 - b) **Other equipment, motors, machines** etc. that have electrical, hydraulic, pneumatic, chemical or thermal energy:

LOCK-OUT/ TAG-OUT PROGRAM continued

1. Notify supervisor to verify proper procedure.
2. Get required signatures.
3. Notify all affected employees in area of lock out.
4. Install lock and tag.
5. Verify isolation of energy before beginning work.
6. Perform service or maintenance work.
7. Notify supervisor work is completed.
8. Supervisor must visually inspect for safety of start up.
9. Notify all affected employees and clear area for start up.
10. Remove lock-out and tag-out devices.
11. Supervisor signs off on permit.
12. Start up equipment, machine etc.
13. Permit is filed in area department and copy sent to safety department.

Procedures For Using A Single Lock System

Contact the operator and area supervisor to tell them the machine or whatever piece of equipment is going to be locked out.

Lock-out the machine:

1. **Electric:** Stop motor, open disconnect switch and attach lock. Make sure the switch is in the OFF or OPEN position. Attach tag stating one of the following:
 - ◆ DO NOT START
 - ◆ DO NOT OPEN
 - ◆ DO NOT CLOSE
 - ◆ DO NOT ENERGIZE
 - ◆ DO NOT OPERATE
2. **Air:** Disconnect the air line or cut off the air downstream of the valve or switch. Lock out if possible. Otherwise, tag the air supply valve in **OFF** or **CLOSED** position. The line being disconnected must be tagged with one of the following:
 - ◆ DO NOT START
 - ◆ DO NOT OPEN
 - ◆ DO NOT CLOSE
 - ◆ DO NOT ENERGIZE
 - ◆ DO NOT OPERATE

The valve or switch must be in the **OFF/CLOSED** position and strapped with a nylon or equivalent non reversible strap that will hold the valve switch off. **NOTE:** A chain is the preferable device used in locking out valve handles.

LOCK-OUT/ TAG-OUT PROGRAM continued

3. **Hydraulic:** Shut down the pump, bleed lines to release or eliminate any stored energy sources or movement and use blocking so equipment cannot move.

CAUTION— Wait until hydraulic pressure is bled down to **ZERO** before working. (Rotating parts may still be in motion)

*** Test and make sure all energy sources are disconnected – Then begin work.**

Note: All non-grounded conductors must be disconnected and tagged when electric lines must be disconnected to remove power to equipment. (Remove the neutral and all other hot conductors unless the neutral is grounded to the grounding bus.)



For **SHIFT CHANGES** or when an employee must leave, the new employee coming on shift must apply their lock **before** the off going employee lock is removed, so equipment stays positively locked out at all times. **EXCEPTION:** A supervisor's lock must be put on if the night shift employee has not come on duty when the day shift leaves work.

Contact area supervisor when work is done and lock is ready to come off.

The lock may be removed when:

1. The person who placed the lock has cleared area of tools, materials etc. and has completed all areas of **LOCK OUT CHECK LIST**.
2. The person tests the equipment for operation.

LOCK-OUT/ TAG-OUT PROGRAM continued

Group/Multiple Locks

When more than one piece of equipment must be locked out in a system, the supervisor will place locks on the individual pieces of equipment from the group or gang lock-box.

The Supervisor will complete:

1. Energy Control Checklist.
2. Place the key in the lock-box and secure the lock-box with a supervisor's lock.

The individual(s) working on equipment within the system will:

1. Place their locks on the group or gang lock-box.
2. Sign lockout portion on the reverse side of the Energy Control checklist.

When multiple employees are involved in work on a piece of equipment:

The Supervisor will:

1. Use a group/gang lock-box lock with a supervisor's lock.
2. Have all individuals working on the equipment place their locks on the lock-box.
3. Complete the Energy Control Checklist.

Individuals will:

1. Sign the lock out portion on the reverse side of the Energy Control Checklist.

When an individual completes their work on the equipment, they will:

1. Notify the area supervisor that he/she is finished.
2. Remove his/her lock.
3. Sign the lock-out clearance portion on the reverse side of the Energy Control Checklist.

Prior to restarting, the Departmental Supervisor will follow procedures below.

Restoring Machinery to Normal Operation By Supervisor

When service or maintenance is complete and the machinery is ready for operation, check to ensure that:

- ◆ All personnel are cleared of the area.
- ◆ Tools and equipment have been removed.
- ◆ Safeguards are reinstalled.
- ◆ Locks and tags removed from switches, valves etc. by the individuals who installed them.
- ◆ Lock-out clearances are signed on back of forms.
- ◆ Start equipment to restore energy.

LOCK-OUT/ TAG-OUT PROGRAM continued

Procedures to Follow If Lock Needs To Be Cut (Individual and Group)

When the authorized employee who applied the lock-out device is not available to remove it, that device may be removed by their supervisor after:

1. The employer verifies the authorized employee is not at the facility.
2. All reasonable efforts to contact authorized employee to inform him/her that their lock out device has been removed.
3. Ensuring that the authorized employee has this knowledge before he/she resumes work at the facility.
4. Verifying that all required steps of the LOTO procedures have been completed and a walk-through inspection of equipment condition has been performed.

LOCK-OUT/ TAG-OUT PROGRAM continued

ENERGY CONTROL CHECKLIST

CHECK-OFF EACH STEP IN SEQUENCE WHEN WORKING ON ANY EQUIPMENT

- Departmental Supervisor's Signature_____
- Equipment Operator's signature_____
- Location of locks and tags._____
- Shut down machine.
- Notify all affected personnel.
- Identify and locate all sources of power to equipment.
- Disconnect main sources of power.
- Disconnect each independent power source of multiple power systems, i.e.: air over hydraulic, electric over hydraulic, etc.
- Discharge all residual energy remaining behind the power source.
- Attach a padlock, chain, cable, etc. thus securing all power sources in the de-energized position.
- Block or confine any equipment that can move on its own, with or without the power source.
- Test equipment before working on it.

- IF THE LOCK-OUT TAG-OUT PROCEDURE MUST BE INTERRUPTED TO TEST A REPAIR OR ADJUSTMENT, THE FOLLOWING PROCEDURE MUST BE FOLLOWED.**
- Contact Departmental Supervisor.
- Notify all affected personnel

- BEFORE RE-ENERGIZING**
- Clear all personnel.
- Remove blocking etc. and any tools, parts, or materials.
- Replace barricades, guards., etc that had been removed.
- The authorized person (supervisor) is the last person to remove his lock or tag. They are also responsible for re-energizing the equipment.
- Turn this checklist into your Departmental Supervisor.

- Authorized Employee/Time/Date_____
- Equipment Operator/Time/Date_____
- Departmental Supervisor/Time/Date_____

LOCK-OUT/ TAG-OUT PROGRAM continued

Sample Multiple Lockout / Log In Sheet

NAME	EQUIPMENT	CLEARANCE	DATE

Training Requirements

- ◆ All employees engaged in or affected by the Energy Control Program will receive training on site specific programs. They are also to receive annual refresher training on the program. Records of training are to be maintained in the Safety Training Department File. Records must include the employees name, employee number, test scores, and date of training.
- ◆ New employees are to receive training at the time of initial orientation.
- ◆ The training shall include the following:
 1. Purpose of the Lockout/Tagout Procedure.
 2. Recognition of applicable hazardous energy sources.
 3. Type and magnitude of energy found in the work place.
 4. Methods and means necessary to isolate and control.
 5. Responsibilities under the Lockout/Tagout procedure.
 6. Right to individually verify isolation.
 7. Procedure to remove lock/tag and sign out an authorized person when they are unavailable.
 8. Proper verification techniques to verify equipment has been de-energized.
 9. Site-specific training will be given at each work site.
 10. Tags must be legible and understandable to all employees.
 11. Tags must be durable (use only those provided).
 12. Tags must be securely attached (how to attach securely).
- ◆ Retraining for the Energy Control Program will be given as required to all affected personnel each time a procedure is changed, or a new procedure is added.

CONFINED SPACE ENTRY PROGRAM (WAC 296-809)

The Confined Space Entry Program was developed to establish protective measures and to ensure your safety and health when you enter, work in and exit from confined spaces.

Death and injury in confined spaces are often the result when employees disregard proper safety procedures, take short cuts, refuse to accept the fact that a space which has been safe for years in the past could develop into a deadly hazardous space, or Supervisory personnel fail to heed safety standards.

Confined space accidents are completely preventable, and when employees are properly trained, provided adequate supervision, equipment and other devices, confined space entry is a safe and routine working procedure.

"Confined Space" means any space having limited means of egress which is subject to the accumulation of toxic or flammable contaminants, or an oxygen deficient atmosphere. Confined spaces include but are not limited to water, storm and sewer storage tanks, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, underground utility vaults and vessels, cells, digesters, tank cars, and plumbing access areas.

A confined space is further defined as any area that:

1. Has a limited opening for entry or exit.
2. May contain or produce toxic air contaminants.
3. May contain a high concentration of inert gases.
4. Is not intended for continuous occupancy.
5. May have an oxygen deficient atmosphere.

Authority/Responsibilities

Department Director

1. Review and update the City of Gig Harbor Confined Space Entry Program to conform to current WISHA standards.
2. Ensure compliance with standards set forth in the program by periodic inspection of entry sites and canceling permits where unsafe conditions are present.
3. Assist Supervisors with:
 - ◆ Providing training as set forth in the program.
 - ◆ Identification of confined spaces.
 - ◆ Identifying spaces that require a permit for entry.
 - ◆ Labeling Permit-Required Confined Spaces.
 - ◆ Performing a single annual review covering all entries performed during a 12-month period to ensure employees participating in entry operations are protected from permit space hazards.

CONFINED SPACE ENTRY PROGRAM continued

Supervisor:

1. Identify confined spaces within facilities or areas under their control.
2. Identify hazards within a confined space.
3. Ensure procedures are implemented.
4. Ensure the guidelines set for this procedure are followed.
5. Confirm that all employees involved in the work are trained in the safe entry procedures and confident that they are abetted.
6. Make certain that all necessary safety equipment is on hand, calibrated, and working properly.
7. Complete a Confined Space Entry permit, perform all necessary air testing, and discuss possible hazards and safety precautions.

Authorized Entrants:

1. Understand the knowledge of hazards that may be faced during entry, including the mode, signs or symptoms, and consequences of the exposure.
2. Bringing to their Supervisor's attention any unsafe or hazardous conditions or practices that may cause injury to either themselves or any other employee.
3. Report to their Supervisor any malfunction of gas detectors, ventilation equipment, tripods, harnesses, safety lines, self-contained breathing apparatus (SCBA), and other air supplies, or any other related equipment used for confined space entry.
4. Have current certification in First Aid/CPR.
5. Fully understand and strictly observe the safety standards, regulations and procedures applicable to such work.
6. Alert the attendant (standby person) whenever:
 - ◆ The entrant recognizes any warning sign or symptom of exposure to a dangerous situation.
 - ◆ The entrant detects a prohibited condition.
7. Exiting the permit space as quickly as possible whenever:
 - ◆ An order to evacuate has been given by the attendant or the entry Supervisor.
 - ◆ The entrant recognizes any warning sign or symptom of exposure to a dangerous situation.
 - ◆ The entrant detects a prohibited condition.
 - ◆ An evacuation alarm is activated.

CONFINED SPACE ENTRY PROGRAM continued

Attendants

1. Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of exposure.
2. Awareness of possible behavioral effects of hazard exposure to authorized entrants.
3. Continuously maintaining an accurate count of authorized entrants in the permit space and ensuring that the means used to identify authorized entrants accurately identifies who is in the permit space.
4. Remains outside the permit space during entry operations until relieved by another attendant.
5. Attempts non-entry rescue if proper equipment is in place and the rescue attempt will not present further hazards to the entrant or attendant.
6. Communicates with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space when conditions warrant.
7. Monitors activities inside and outside the space to determine if it is safe for entrants to remain in the space and ordering the authorized entrants to evacuate the permit space immediately under any of the following conditions:
 - ◆ If the attendant detects a prohibited condition.
 - ◆ If the attendant detects the behavioral effects of hazard exposure in an authorized entrant.
 - ◆ If the attendant detects a situation outside the space that could endanger the authorized entrants.
 - ◆ If the attendant cannot effectively and safely perform all the duties required by this program.
8. Summons rescue and other emergency services as soon as the attendant determines that authorized entrants may need assistance to escape from permit space hazards.
9. Takes the following actions when unauthorized persons approach or enter a permit space while entry is underway:
 - ◆ Warns the unauthorized persons that they must stay away from the permit space.
 - ◆ Advises the unauthorized persons that they must exit immediately if they have entered the permit space.
 - ◆ Informs the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space.
10. Performs no duties that might interfere with the attendant's primary duty to monitor and protect the authorized entrants.

CONFINED SPACE ENTRY PROGRAM continued

Training

Employees who perform tasks covered by the Confined Space Entry Program will receive a written copy of these procedures, trained annually in on-site procedure and the use of permits and equipment.

The Department Director is directly responsible for confined space safety training. Each employee required to enter designated confined spaces shall have received training on the following:

1. The potential hazards that could be confronted.
2. Safety precautions, emergency procedures and hazard exposure treatment.
3. Required personal protective equipment, clothing and devices.
4. Inspection, use, selection, and fitting of safety harness and life lines.
5. Fitting, use and limitations of self-contained breathing apparatus.
6. Traffic control and job site protection.
7. CPR and First Aid.
8. Proper testing and monitoring of confined spaces.
9. Decontamination of hazardous spaces.
10. Proper ventilation procedures.

Identification

Recognition is an important aspect of making a safe entry into a confined space. Not all confined spaces will be considered permit-required confined spaces and being able to identify the difference between the two is important. To clarify what constitutes a Confined Space, the following definition will be used.

◆ A **Confined Space** is any space that has the following characteristics:

1. It is large enough or so configured that an employee can bodily enter and perform assigned work.
2. It has limited or restricted means for entry or exit. Confined-space openings are limited primarily by size and location. Openings may be small in size and may be difficult to move through easily. However, in some cases openings may be very large; for example, open-topped spaces such as pits or excavations. Entrance and exit may be required from top, bottom, or side. In some cases, having to access the work area by a fixed ladder may constitute limited or restricted entry or exit. Size or location will generally make rescue efforts difficult.
3. It is not designed for continuous employee occupancy. Most confined spaces are not designed for employees to enter and work on a routine basis. They may be designed to store a product, enclose materials and processes, or transport products or substances. Because they are not designed for continuous occupancy, frequently they will not have good ventilation or lighting. Therefore, occasional employee entry for inspection,

CONFINED SPACE ENTRY PROGRAM continued

maintenance, repair, cleanup, or similar tasks, can be difficult and dangerous. The danger associated with entry may come from chemical or physical hazards within the space.

- ◆ A **Non-Permit Confined Space** is a confined space that does not contain, nor has the potential to contain, any hazard capable of causing death or serious physical harm. Examples of non-permit required confined spaces might include the interiors of HVAC units, certain air plenums and pipe chases, attics, walk-in freezers or refrigerators, and some building crawl spaces.
- ◆ A **Permit-Required Confined Space** is a confined space that **is** potentially hazardous. A permit-required confined space has one or more of the following characteristics:
 1. Contains or has a potential to contain a hazardous atmosphere.
 2. Contains a material that has the potential for engulfing an entrant.
 3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly-converging walls or by a floor that slopes downward and tapers to a smaller cross-section.
 4. Contains any other recognized serious safety or health hazard. Examples of serious safety or health hazards might include:
 - ✓ Fall hazards
 - ✓ Unguarded machinery
 - ✓ Extreme heat or cold
 - ✓ Steam pipes or chemical lines
 - ✓ Hazardous noise levels
 - ✓ Electrical hazards
 - ✓ Presence of asbestos
 - ✓ Potentially hazardous levels of dust

Because of the lack of ventilation in most confined spaces, they will have the potential for a hazardous atmosphere. Therefore, they must be designated "permit-required" and the procedures for making entry into a permit-required space must be followed.

Pre-Entry Procedures

1. Post or barricade the area to prevent unauthorized entry.
2. Ensure control of all sources of ignition where a potential fire hazard exists.
3. Prior to leaving the City shop or main location, all specified safety and health related equipment for confined space entry shall be compared to the "Safety Equipment Checklist" located at the end of this section. All equipment must be examined, tested, and calibrated

CONFINED SPACE ENTRY PROGRAM continued

to ensure the correct operational condition and transported to the work site. No job shall be attempted unless all required personnel and equipment are on-site and ready for use.

4. If vehicles are involved, park vehicle, set the parking brake, block the wheels, turn on flashers and strobes; set up cones and provide for flagging, if necessary.
5. Mechanical hazards: Employees will not enter confined areas containing parts which may move or which contain motors, fans, or other power-driven moving parts of potential hazards until they are sure such parts cannot move to injure them. Tagging of controls without other means of control will be satisfactory only if the control is barricaded and/or is under constant observation during occupancy of the space. Isolation of a confined space is a process in which the space is removed from service by:
 - ◆ Locking out electrical sources.
 - ◆ Blanking and bleeding pneumatic and hydraulic lines.
 - ◆ Disconnecting belt and chain drives or mechanical linkages on shaft-driven equipment where possible.
 - ◆ Securing mechanical moving parts within confined spaces with latches, chains, chocks, blocks, or other devices.
6. Electric hazards: Employees will disconnect, lockout, and tag electrical circuits in the confined area which may present a hazard. They will protect all temporary lights against damage. They will use heavy duty cords and keep these cords clear of working spaces and walkways. Finally, they will use only low voltage, battery operated, or ground fault protected equipment on water sides of boilers or electrical conductive liquids.
7. Electric lighting or circuits used where potentially hazardous concentrations of flammable vapors, gases, or dusts are present, or may develop, will conform to the National Electric Code. Also, employees will ground portable electric tools or use isolation transformers, ground fault interrupters, or double insulated tools.

Confined Space Entry Procedure

1. Obtain the equipment required for entry if not on-site. Use the checklist if necessary.
2. Complete a Confined Space Entry permit. All the line items must be completed prior to entry. The Supervisor or qualified person shall certify by signature that the requirements have been reviewed and confirmed.
3. Set up rescue equipment at the confined space entry point.
4. Equip all confined space workers with:
 - ◆ Harness and safety line.
 - ◆ Combination gas/oxygen detector.
 - ◆ Proper respirator for the job.
 - ◆ Non-sparking tools.

CONFINED SPACE ENTRY PROGRAM continued

Exception: Where all confined space workers are located within ten (10) feet of each other and on the same level, only one combination gas/oxygen detector is required. It shall be carried by the worker farthest into the confined space.

5. Equip attendant with SCBA respirator, or air line respirator, with an escape provision ready for instant use.
6. Hold crew meeting and discuss:
 - ◆ Safety procedures.
 - ◆ Communication signals.
 - ◆ Evaluation results.
 - ◆ Rescue procedures.
7. Attach the safety line to the confined space worker's harness; attach the other end to the rescue tripod where applicable.
8. No matches or lighters are to be used or carried into confined spaces. Explosion-proof drop lights or extension cords will be used in areas which could contain an explosive or explosive atmosphere.
9. Continue to ventilate as long as workers are in the confined space.
10. Attendant must remain in constant voice communication with confined space worker(s) while he/she is in the confined space.
11. Upon loss of voice communication with the confined space worker(s) or upon receipt of an emergency signal (such as three (3) sharp tugs of the safety line), the attendant shall immediately implement the rescue plan.
12. Departure from Confined Space:
 - ◆ Emergency - The confined space worker shall immediately evacuate the confined space if the ventilation system fails or an audio or visual alarm warning is emitted from the gas/oxygen detector.
 - ◆ Routine Exits - Upon notification that the confined space worker is ready to exit the confined space, the attendant shall take in the slack on the safety line. The attendant shall remain in voice contact with the confined space worker until all tools, material and workers are completely removed.

CONFINED SPACE ENTRY PROGRAM continued

13. Rescue Plan:

- ◆ Pre-Plan
 - ✓ All personnel on the job site shall be trained in rescue procedures.
 - ✓ All equipment shall be inspected, tested and/or calibrated in advance prior to entry into the confined space.
 - ✓ Rescue equipment shall be in place and ready for use, including a tripod and winch approved for fall restraint and ladders when appropriate.

14. Rescue Procedures:

- ◆ Initiate rescue operation upon:
 - ✓ Declaration of an emergency by a confined space worker in the confined space.
 - ✓ Loss of voice communication with worker in a confined space.
 - ✓ The attendant calls for assistance, breaking into any existing communication, declares emergency station "worker down" in confined space.
 - ✓ **CALL 911** for assistance.
- ◆ The attendant will immediately put on SCBA or airline respirator mask and prepare to enter space. **THE ATTENDANT MUST NEVER ENTER A CONFINED SPACE UNTIL THEY ARE RELIEVED OF THEIR DUTIES BY ANOTHER PERSON.**
- ◆ The attendant then enters the confined space and assists affected worker(s) to the entrance.
- ◆ The standby helper then plays out the airline, and retrieves the airline and safety line to prevent fouling as the confined space worker is moved to the entrance.
- ◆ The standby helper then assists the attendant in removing the confined space worker(s) from the confined space with the safety line and hoist if they are unable to do it themselves.
- ◆ The standby helper performs First-Aid/CPR, as required, while the attendant removes the respirator equipment. First-Aid/CPR shall be maintained until the confined space worker(s) is revived or until the attendant/helper is relieved by medical personnel.

15. Post Rescue:

- ◆ Secure the hazard by closing the confined space. Provide barricading and posting as applicable.

CONFINED SPACE ENTRY PROGRAM continued

- ◆ Make full report to the Supervisor and the City Safety Officer.

General Guidelines

1. Employees must never use pure oxygen to ventilate a confined space.
2. Employees will not enter atmospheres which contain, or could contain, flammable gases or vapors if the contamination of gases or vapors in any part of the area is more than 10% of the lower explosive limit, except in the event of an emergency, and then only when equipment approved for such an exposure is protecting these employees.
3. The atmospheric testing equipment for explosive gases must be set to alarm when the concentration is above 10% of the lower explosive limit (LEL).
4. All workers will exit and/or not enter any space with a reading of >10% of the lower explosive limits (LEL). The exception is in emergency rescue operations when using confined space entry equipment approved for this purpose.
5. Use of toxic and/or flammable materials in confined spaces:
 - ◆ Quantities of toxic or flammable materials brought into or used in confined spaces shall be limited to the smallest amount consistent with efficient use.
 - ◆ Containers shall be designed to minimize the evaporation and spillage. Safety cans or small squeeze bottles are preferable when applicable.
 - ◆ Continuous ventilation shall be provided.
 - ◆ Spraying of toxic or flammable substances such as paint is not recommended.
6. Employees may enter atmospheres that have no contamination without respiratory protection. Always ventilate to remove contaminate atmospheres where contamination is above the threshold limit values but below values immediately hazardous to life or health.
7. If ventilation cannot remove contaminants, the immediate supervisor may authorize entry with respiratory protective equipment on a case by case basis. Use ambient air for ventilation purposes. Again, never use pure oxygen for ventilation.

Testing the Atmosphere of a Confined Space

- ◆ It is necessary to test all areas (top, middle and bottom) of the confined space with properly calibrated testing instruments to determine what gases are present and whether enough oxygen is present. If testing levels reveal oxygen-deficiency or the presence of toxic gases or vapors, employees must purge the spaces by forced ventilation and re-test it before any workers enter. If ventilation is not possible, and entry is necessary, workers must have appropriate respirator protection. If doors and covers contain vents, employees must make the re-test with doors and covers in place in order to test conditions of the confined space before it has been disturbed. If the cover or door is un-vented, employees will open it only enough to admit the test hose or their equipment.
- ◆ When moving the cover, use only non-sparking tools.
- ◆ The qualified person will evaluate the area immediately prior to entry and during the occupation at intervals dependent on the possibility of changing condition.

CONFINED SPACE ENTRY PROGRAM continued

- ◆ Re-test every confined space that has been closed for any period of time to determine air quality and the presence of mechanical hazards.
- ◆ If positive test results are found, ventilate with an explosion-proof fan. Extend the hose all the way to the bottom of the confined space. Ventilate for at least ten air changes.
- ◆ To maximize the ventilation, open any other access direct to the confined space, add more fans if possible. Direct the air flow to eliminate any pockets of hazardous gases. Workers in the surrounding area shall be protected from hazardous exhaust gases by distance or by respirators.

Ventilation

Air Changes

- ✓ A minimum of five complete exchanges of air are needed where oxygen deficiency may exist and a minimum of ten complete exchanges of air are needed where a toxic and/or flammable material is involved. In no case shall ventilation time be less than fifteen minutes immediately prior to entry.

Hot Work/Welding In Confined Spaces

- ◆ Hot work permits must be issued by the Supervisor before employees may enter any area where hot work occurs. Local exhaust and/or respiratory protection shall be required where hot work involves the generation of toxic gases, fumes, or vapors.
- ◆ Employees generally should not allow compressed gas cylinders in confined spaces. If they do, they will protect the compressed gas lines from rupture or damage. Also, employees will monitor compressed gas cylinders or electric generators at all times, and immediately turn off sources of energy when an emergency arises or when work is interrupted or completed.

Record Keeping

1. The immediate Supervisor will fill out a Confined Space Entry permit for all confined space entry applications. They will post one copy at the site, and will keep the original on file in the department.
2. The department will keep a file of all permits. In it will be the originals of the permits that have been issued.
3. The department will maintain all permits for a period of one year.

CONFINED SPACE ENTRY PROGRAM continued

Instrument/Detector Maintenance:

- ◆ Instruments used to evaluate life-threatening conditions shall be maintained in working condition.
- ◆ A person shall be assigned to maintain the instruments located in each department that has a need for such equipment. This person must be thoroughly familiar with the instruction manual and maintenance procedures.
- ◆ A calibration and maintenance log shall be kept with each instrument at the department or location.

EXCAVATION, TRENCHING & SHORING (WAC 296-155-650 (PART N))

PURPOSE

To provide guidance of a general nature for those City employees whose duties and responsibilities would require them to be involved in excavations, trenching operations and the requirements for shoring. The referenced portion of the WAC contains detailed instruction on operations of this sort and should be referred to if doubt arises as to whether an operation is being conducted in a safe manner.

The WAC also requires the presence of a “Competent Person” at the site of any excavation. The Competent Person’s duties will be delineated further in this section.

SCOPE

Excavations are made in the public works and utilities fields for numerous reasons. Typical reasons include new construction of pipelines and conduits, tanks, vaults and buildings. Excavations are also made for repairs to pipe, wiring and other man-made structures.

While excavation may be done to accomplish a variety of activities, the opening of any trench should be done in a manner that properly supports and protects the structures associated with the excavation and the individuals involved in the operation. Safety of structures and personnel are primary considerations in any excavation proceedings.

There are a number of types of excavations and components of a trench. Along with this are a number of causes of cave-ins and methods for ensuring the safety of workers.

DEFINITIONS

Benching or benching system is a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.

Cave-In is the separation of a mass of soil or rock material from the side of an excavation, or loss of soil from under a trench shield or support system, and its sudden movement into the excavation in quantity that it could entrap, bury, injure, or immobilize a person.

Competent Person is one who can identify existing or predictable hazards in the surroundings that are unsanitary, hazardous, or dangerous to employees. Also has authorization or authority by the nature of their position to take prompt corrective measures to eliminate them. The person shall be knowledgeable in the requirements of applicable sections of the WAC.

Excavation is any person-made cut, cavity, trench, or depression in the earth’s surface, formed by earth removal.

Failure is the breakage, displacement or permanent deformation of a structural member or connection so as to reduce its structural integrity and its supportive capabilities.

Hazardous Atmosphere is an atmosphere which by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, may cause death, illness, or injury.

Protective System is a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

Ramp is an inclined walking or working surface that is used to gain access to one point to another, and is constructed from earth or from structural materials such as steel or wood.

Sheeting means the members of a shoring system that retain the earth in position and, in turn, are supported by other members of the shoring system.

Shield or shield system is a structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees within the structure. Shields can be permanent structures or can be designed to be portable and moved along as work progresses. Additionally, shields can be either pre-manufactured or job-built in accordance with WAC 296-155-657(3)(c) or (d). Shields used in trenches are usually referred to as "trench boxes" or "trench shields."

Shoring or shoring system is a structure such as a metal hydraulic, mechanical, or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

Sloping or sloping system is a method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline required to prevent a cave-in varies with differences in such factors as the soil type, environmental conditions of exposure, and application of surcharge loads.

Trench or trench excavation is a narrow excavation in relation to its length made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6m) or less (measured at the bottom of the excavation), the excavation is also considered to be a trench.

Uprights are the vertical members of a trench shoring system placed in contact with the earth and usually positioned so that individual members do not come into contact with each other.

Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called “sheeting.”

GENERAL REQUIREMENTS

The Supervisor will be notified and give approval prior to any excavating or trenching operation. The lead or competent person will ensure that all proper forms are completed 24 hours in advance. The forms attached to this section of the Accident Prevention Program will be completed for each trenching and excavating operation that might exceed four feet in depth and requires employees to enter the trench or excavation. If a trench or excavation will not exceed four feet or employees will not be required to enter the trench or excavation, only the Washington State Department of Labor and Industries Competent Person Evaluation Form needs to be completed and retained on the job site until the job is finished.

The Lead or Competent Person on a trenching or excavation job must ensure that all personal protective equipment is on-site and utilized by the employees. He or she must also ensure that proper traffic controls are in place and, if necessary, flaggers assigned.

When there is a question as to proper procedures, consult the WAC.

RESPIRATORY PROTECTION PROGRAM (WAC 296-842)

Your health depends on breathing clean air, but in an industrial environment breathing hazards may be present. These hazards are often invisible and can cause health problems when you are exposed to them without personal protection. Our respiratory program is designed to help protect your health and have you go home each day as healthy as when you arrived.

Respiratory protection equipment shall be used to protect the respiratory tract of City personnel who are required to work in an atmosphere that is irritating and or potentially harmful. This procedure provides information to assist in proper usage, selection, fitting, and training for such equipment.

Authority/Responsibilities

Department Directors The Public Works Safety Officer will be the designated Respirator Program Administer. This program meets WISHA regulations and includes the following:

1. Administration of the overall program.
2. Provision for appropriate respirators.
3. Implementation of training and instruction programs.
4. Provision for technical assistance in the selection of respirators.
5. Provision for surveillance of ordinary conditions and periodic evaluation of the respirator program.
6. Maintenance of employee respirator training records and medical evaluations.

Supervisors

1. Ensuring that employees wear their respirators as required.
2. Make certain that only properly trained employees assume jobs that require use of respirators.

Employees

1. Using the respirator supplied to them in accordance with instructions and training.
2. Cleaning, disinfecting, inspecting, and storing (in accordance with the written policy) respirators checked out to them.
3. Reporting a respirator malfunction to their Supervisor.
4. Guarding against damage to the respirator.
5. Inspecting the respirator before and after use.
6. Performing a negative and positive fit test before each use.

RESPIRATORY PROTECTION PROGRAM continued

General Requirements

1. Hazard elimination by engineering methods such as improved ventilation, or administrative controls like, elimination of source, or removal of people is considered the first priority. Where such controls are unsuccessful or not feasible respiratory protection equipment will be used.
 2. All respiratory equipment purchased and used by the City of Gig Harbor will carry the NIOSH (National Institute for Occupational Safety and Health) approval.
 3. The substance or substances creating the hazard must be identified in order to determine acceptable methods or equipment to be used for protection. The following criteria must be evaluated:
 - ◆ Nature of hazard and significant properties of the substances.
 - ◆ Severity and effects of exposure at various concentrations.
 - ◆ Possible engineering controls or limiting of exposure duration.
 - ◆ Replacement of substance with less toxic compounds.
 - ◆ Necessary emergency measures to protect individuals should controls or protection be inadequate or fail.
 4. All personnel that work with or may contact the harmful substances, must be notified of: Existence of substance and appropriate counter-measures.
 - ◆ Possible harmful effects.
 - ◆ Protective equipment to be used; its limitations, proper fitting (techniques), and other pertinent information to its use.
 - ◆ Any other information pertinent to protecting them from possible harm.
- NOTE:*** All persons with potential exposure must have the situation, conditions, etc. fully explained to them.
5. Entry into any atmosphere with less than 19.5% (WISHA) oxygen or undetermined contaminated concentrations shall be done only under the direction of the Director of Safety or Supervisor and will be done with self contained breathing apparatus. Such entry shall comply with the provisions of "CONFINED SPACE ENTRY" and "WORK PERMIT SYSTEM" requirements.
 6. The Public Works Safety Officer or your Supervisor/Foreman is available to assist in the supervision of assuring proper precautions and safeguards are taken with respect to ventilation requirements, protective equipment selections, employee training requirements, and other technical safeguards.

Respirator fit-testing, proper care of your respirator, employee training, medical assessment of employee health and recordkeeping are covered in the next sections.

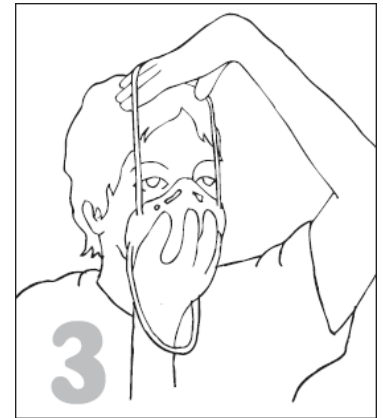
RESPIRATORY PROTECTION PROGRAM continued

Fit Testing

All employees who wear tight-fitting respirators will be fit-tested before using their respirator, or given a new one. Fit-testing will be repeated annually. Fit-testing will also be done when a different respirator face piece is chosen, when there is a physical change in an employee's face that would affect fit, or when our employees, or medical provider notify us that the fit is unacceptable. No beards are allowed on wearers of tight-fitting respirators. Respirators are chosen for fit-testing following procedures in the WISHA Respirator Rule.

Fitting the Respirator

1. Fit the respirator on the bridge of your nose, making sure are able to breathe through your nose.
Swing the bottom of the respirator into contact with your chin.
2. Position the headbands with the top headband on the top back of your head and the bottom headband around your neck just below your ears.
3. Adjust the headbands by moving the slides either way.



Testing

Using the Positive and Negative Pressure Methods:

1. Place your hand over the exhalation valve. Create a slight positive pressure inside the face cushion by exhaling.
2. For a negative pressure check, place hands (piece of paper, etc.) over both inhalation ports. If leaking occurs around the face cushion, readjust face-piece and yoke, and then re-test.

NOTE: Persons not required to use respirators are:

- ◆ Those not physically able. (as per a doctors evaluation)
- ◆ Have a hole in their ear drum.
- ◆ Those who can't see without glasses.

Respiratory devices equipped with a face piece that operates on negative pressure shall not be worn if facial hair comes between the sealing periphery of the face piece and the face or if facial hair interferes with valve function. Personnel that cannot ensure an adequate face respirator seal should not be allowed in atmospheres requiring respiratory protection.

Users of a respirator equipped with a full face piece, helmet, hood, or suit shall not be allowed to wear contact lenses. If a spectacle, goggle, face shield, or welding helmet must be worn with a face piece, it shall be worn so not to affect the seal of the face piece to the face.

RESPIRATORY PROTECTION PROGRAM continued

Persons with physical disabilities such as lung disease, heart disease, or other problems which could make use of a respirator harmful or unsafe, should not be assigned jobs requiring their use. Fit testing is mandatory prior to the use of all respiratory equipment.

Maintenance and Care of Respirators

Maintenance and care of respirators include the following basic services:

- ◆ Inspection for defects (including a leak check).
- ◆ Cleaning and disinfecting.
- ◆ Repair.
- ◆ Storage.

Inspection:

- ◆ All respirators shall be inspected routinely before and after use. A respirator that is not routinely used but is kept ready for emergency use shall be inspected after each use and at least monthly to ensure that it is in satisfactory working condition. It is important that care be taken with respirators to eliminate all physical abuse and a designated location shall be provided for the respirators after their use for cleaning and inspection.
- ◆ Self-contained breathing apparatus shall be inspected monthly. Cylinders shall be fully charged according to the manufacturer's instructions. It shall be determined that the regulator and warning devices function properly.
- ◆ A record shall be kept of inspection dates and findings for respirators maintained for emergency use.

RESPIRATORY PROTECTION PROGRAM continued

Cleaning and Disinfecting:

- ◆ Routinely used respirators shall be collected, cleaned, and disinfected as frequently as necessary to insure that proper protection is provided for the wearer.
- ◆ Each worker should be briefed on the cleaning procedure and be assured that he will always receive a clean and disinfected respirator. Such assurances are of greatest significance when respirators are not individually assigned to workers.
- ◆ Respirators maintained for emergency use shall be cleaned and disinfected after each use.
- ◆ The following procedure is to be followed in cleaning and disinfecting respirators:
 1. Remove any filter, cartridges, or canisters.
 2. Wash face piece and breathing tube in cleaner-disinfectant or detergent solution. Use a hand brush to facilitate removal of dirt.
 3. Rinse completely in clean, warm water.
 4. Air-dry in a clean area.
 5. Clean other respirator parts as recommended by manufacturer.
 6. Inspect valves, head straps, and other parts; replace with new parts if defective.
 7. Insert new filters, cartridges, or canisters; make sure seal is tight.
 8. Place in plastic bag or container for storage.
- ◆ Cleaner/disinfectant solutions are available that effectively clean the respirator and contain a bactericidal agent.
- ◆ Disposable respirators shall be discarded after each days use. If to be used intermittently during the day, they must be placed in a sealed plastic bag and labeled with the user's name.

RESPIRATORY PROTECTION PROGRAM continued

Training

For safe use of any respirator, it is essential that the user be properly instructed in its selection, use, and maintenance. Both supervisors and technicians shall be instructed by a competent person, i.e., safety personnel, manufacturers, etc.

Minimum training shall include the following:

- ◆ Instruction in the nature of the hazard, whether acute, chronic, or both, and an appraisal of what may happen if the respirator is not used or fails.
- ◆ Explanation of why more positive control is not immediately feasible. This shall include recognition that every reasonable effort is being made to reduce or eliminate the need for respirators.
- ◆ A discussion of why this is the proper type of respirator for a particular purpose.
- ◆ A discussion of the respirator's capabilities and limitations.
- ◆ Instruction and training in actual use of the respirator (especially a respirator for emergency use) with close and frequent supervision to assure that it continues to be properly used.
- ◆ Classroom and field training to recognize and cope with emergency situations.
- ◆ Other special training as needed for special use.

Training shall provide the employee an opportunity to handle the respirator, have it fitted properly, test face piece to face seal, wear it in normal air for a familiarity period and wear it in a test atmosphere where applicable.

Medical Evaluations

Every employee of the City of Gig Harbor who must wear a respirator will be required to go to the medical provider authorized by the City for evaluation. When their evaluation is complete, the reports will be sent directly to the HR Department to be placed in the employees' medical file.

If the medical questionnaire indicates to our medical provider that a further medical exam is required, this will be provided at no cost to our employees. We will get a recommendation from this medical provider on whether or not the employee is medically able to wear a respirator.

RESPIRATORY PROTECTION PROGRAM continued

Additional medical evaluations will be done in the following situations:

- ◆ Our medical provider recommends it.
- ◆ Our respirator program administrator decides it is needed.
- ◆ An employee shows signs of breathing difficulty.
- ◆ Changes in work conditions that increase employee physical stress (such as high temperatures or greater physical exertion).

Recordkeeping

The following records will be kept:

- ◆ A copy of the completed respirator program.
- ◆ Employees' latest fit-testing results.
- ◆ Employee training records.
- ◆ Written recommendations from the medical provider.

FALL PROTECTION PROGRAM WAC 296-155-245

When City employees are exposed to a hazard of falling while working and performing duties on elevated surfaces and ladders, from a location 10 feet or more in height, the City of Gig Harbor shall ensure that fall restraint, fall arrest systems or positioning device systems are provided. Employees will not perform any duties which require the employee to get closer than 6 feet to an unprotected edge, platform, walkway, or utilize elevated equipment unless the employee is properly secured from falling.

Additionally, this program shall apply to all employees in order to minimize slips, trips and falls on the same elevation. All employees shall control fall hazards in their work area by maintaining good housekeeping and shall report conditions that may lead to slips, trips and falls to the appropriate maintenance unit.

Subcontractors/Contractors working on our projects are required to comply with all applicable WISHA workplace safety regulations and shall provide their own fall protection program and plan. Contractor's safety programs shall be available for review upon request by the City of Gig Harbor representatives.

Responsibilities

- ◆ Department Directors and Supervisors
 - ✓ Responsible for ensuring that all requirements listed in the written program for fall protection are met.
 - ✓ Responsible for ensuring new and existing employees receive fall protection training as applicable to their job duties.
 - ✓ With the assistance of the Safety Officer, are responsible for identifying elevated work areas.
 - ✓ Responsible for conducting periodic visits to elevated work locations to inspect equipment and to observe employees' procedures while working at elevated levels.

- ◆ Employees
 - ✓ Employees whose duties involve work activities at elevated locations are required to comply with the rules of operations and accepted safety practices outlined within this written program.

FALL PROTECTION PROGRAM continued

Program Components

The following work situations are covered by the City's program for fall protection:

- ◆ **Ladders** - fixed, free standing, temporary, or roll away type
- ◆ **Elevating Personal Platforms** – scaffolds, aerial platforms, scissors lifts, forklift-mounted platforms, cherry pickers, etc.
- ◆ **Elevated Surfaces** – roofs (closer than 6 feet to the edge), catwalks, skylights, boilers, chillers, etc.
- ◆ **Vertical Opening** - ground level entry into excavations, trenches, holes, pits, vessels, and other confined spaces.

Fall protection is required whenever work is performed in an area 10 feet or above its surroundings and can generally be provided through the use of fall protection systems including:

- ◆ **Guardrails** - Standard guardrails consist of a top rail, located 42 inches above the floor, and a mid-rail. Screens and mesh may be used to replace the mid-rail, so long as they extend from the top rail to the floor.
- ◆ **Personal Fall Arresting Systems** - Components of a personal fall arresting system include a body harness, lanyard, lifeline, connector, and an anchorage point capable of supporting at least 5000 pounds.
- ◆ **Positioning Device Systems** - Positioning device systems consist of a body belt or harness rigged to allow work on a vertical surface, such as a wall, with both hands free.
- ◆ **Warning Line Systems** - Warning line systems are made up of lines or ropes installed around a work area on a roof. These act as a barrier to prevent those working on the roof from approaching its edges.
- ◆ **Covers** - Covers are fastened over holes in the working surface to prevent falls.

Where it can be clearly demonstrated that the use of these systems is infeasible or creates a greater hazard, alternative fall protection measures may be implemented.

FALL PROTECTION PROGRAM continued

Guidelines for employees using specific equipment:

1. **Ladders:** Employees who work on ladders with a working height of 10 feet or more shall be knowledgeable of the following:
 - ◆ How to inspect ladders for visible defects
 - ◆ How to use ladders properly

Additional information on ladder safety can be found under **Ladder Safety** in this manual.

2. **Fall Arrest:** Employees who use personal fall arresting systems to control fall hazards in their work area shall be knowledgeable of the following:
 - ◆ The application limits of the equipment.
 - ◆ The proper hook-up, anchoring and tie-off techniques including determination of elongation and deceleration distance.
 - ◆ Methods of use, inspection, and storage of equipment.

Personal Fall Arrest components including harnesses and lanyards shall be inspected prior to each use for mildew, wear, damage and other deterioration. Defective components shall be removed from service.

Fall arrest systems including harnesses shall be inspected at least twice each year or according to manufacturer's recommendations. The date of the most current semi-annual inspection shall be recorded on an inspection tag which shall be attached to the harness. In addition, records shall be kept and maintained showing date of purchase, dates when attachments were renewed, and dates when the entire harness assembly was inspected and by whom.

3. **Aerial Lifts:** Employees who use aerial lifts shall be knowledgeable of the following:
 - ◆ The manufacturer's operating instructions.
 - ◆ Pre-start inspection of the lift Inspection of the work area for dangerous conditions such as uneven surfaces, overhead obstructions such as power lines, or other hazards.
 - ◆ Load capacities of the equipment.
 - ◆ How to safely move the equipment.
 - ◆ How to prevent falls and use appropriate fall protection personal protective equipment.
 - ◆ Minimum safe approach distances to energized power lines.

FALL PROTECTION PROGRAM continued

4. **Scaffolds:** Employees who work on scaffolds shall be knowledgeable of the following:
 - ◆ The nature of any electrical hazards, fall hazards, and falling object hazards in the work area.
 - ◆ The correct procedures for dealing with electrical hazards and for erecting, maintaining, and disassembling the fall protection systems and falling object protection systems being used.
 - ◆ The proper use of the scaffold, and the proper handling of materials on the scaffold.
 - ◆ The maximum intended load and the load carrying capacities of the scaffolds.

5. **Walking/Working Surfaces:** All Employees should be aware of guidelines to minimize slips, trips and falls on the same elevation of walking/working surfaces.
 - ◆ To prevent slipping, tripping and falling, all work environments including passageways, storerooms, and service areas must be kept clean, orderly and in a sanitary condition.
 - ◆ The floor of every work area will be maintained in a clean and, so far as possible, dry condition.
 - ◆ Where wet processes are used, drainage will be maintained and false floors, platforms, mats, or other dry standing places are provided.

Reporting Requirements

Constant awareness of and respect for fall protection procedures and compliance with all applicable safety rules is mandatory.

- ◆ Supervisors may issue warnings and implement disciplinary actions up to and including termination for failure to follow the guidelines of this program.
- ◆ Employees shall report any safety concerns to their supervisor or Safety Officer.

Training Requirements and Competency Assessment

Under no circumstances will any employee work in areas of high fall hazards, perform work requiring fall protection devices, or use fall protection devices until he/she has attended training in fall protection. This includes all new employees regardless of previous experience.

The training program provided by the City of Gig Harbor includes classroom instruction and operational training on specific fall hazards on-site. Employees will require retraining under any of the following conditions:

- ◆ Changes in the workplace or changes in the types of fall protection systems or equipment to be used.
- ◆ Inadequacies in an employee's knowledge of use of fall protection systems or equipment or observed behavior indicate that the employee has not retained the required training.

FALL PROTECTION PROGRAM continued

**FALL PROTECTION WORK PLAN
Site Specific Information**

1. Site Location _____

2. Fall Hazards in the Work Area

- | | |
|---|--|
| <input type="checkbox"/> Elevator Shaft | <input type="checkbox"/> Rolling Scaffold |
| <input type="checkbox"/> Exterior Scaffolding | <input type="checkbox"/> Scaffold Over 10 Ft. |
| <input type="checkbox"/> Boom Lift | <input type="checkbox"/> Scaffold Under 10 Ft. |
| <input type="checkbox"/> Leading Edge | <input type="checkbox"/> Scissors Lift |
| <input type="checkbox"/> Outside Static Line | <input type="checkbox"/> Stairwell |
| <input type="checkbox"/> Perimeter Edge | <input type="checkbox"/> Window Opening |
| <input type="checkbox"/> Roof | <input type="checkbox"/> Other: |

3. Method of Fall Arrest or Restraint

- | | |
|--|---|
| <input type="checkbox"/> Full Body Harness | <input type="checkbox"/> Safety Nets |
| <input type="checkbox"/> Body Belt | <input type="checkbox"/> Guard Rails |
| <input type="checkbox"/> Lifeline | <input type="checkbox"/> Scaffolding Platform |
| <input type="checkbox"/> Horizontal Lifeline | <input type="checkbox"/> Deceleration Device |
| <input type="checkbox"/> Shock Absorbing Lanyard | |

FALL PROTECTION PROGRAM continued

4. Inspection of Fall Restraint Equipment

A visual inspection of all safety equipment will be done before each use. Any defective equipment will be tagged and removed from use immediately. Assembly and disassembly of all equipment will be done according to manufacturers' recommended procedures.

- ◆ **Specific Information Before Each Use.** All employees will inspect webbing and stitching on harness for fraying, cuts or tears. Check all hardware for corrosion, rust or if it is bent out of shape. Also, inspect lanyard webbing and snap hooks. Discard equipment if damaged or used in a fall.

5. Site Specific Procedures (Handling, Storage and Use of Tools and Materials)

Employees will put harness on prior to working at elevations of 10 feet or more. Attach lanyard to harness. Attach other end of lanyard to lifeline cable. Secure. Keep fall protection equipment available at all times in work truck.

6. Overhead Protection

Hard hats are required on all job sites with the exception of those that have no exposure to overhead hazards.

7. Injured Worker Removal

Injured worker must be left in place until emergency services take over, unless there is further risk to danger. Apply First Aid as needed. Call for ambulance transport and other notifications.

8. Training and Instruction Program

Prior to permitting employees into areas where fall hazards exist, all employees shall be trained regarding fall protection work plan requirements.

BLOOD BORNE PATHOGENS - Exposure Control Plan (WAC 296-823)

The City of Gig Harbor is committed to providing a safe and healthful work environment for our entire staff. This is our plan to eliminate or minimize occupational exposure to blood borne pathogens.

Employees who have occupational exposure to blood or other potentially infectious material (OPIM) must follow the procedures and work practices in this plan.

Employees can review this plan at any time during their work shifts. We will provide a copy to an employee within 15 days of a request.

This plan includes:

- ◆ Overview
- ◆ Identify employees who are at risk for exposure
- ◆ Controlling Employee Exposure to Bloodborne Pathogens
- ◆ Employee Training and Hazardous Communication
- ◆ Post Exposure Evaluation and Follow-up
- ◆ Recordkeeping

Exposure Determination

One of the keys to implementing a successful Exposure Control Plan is to identify exposure situations employees may encounter. To facilitate this in our operations, we have prepared an exposure control plan for each work group per the following:

Police Department

- ◆ Job classifications in which all employees have occupational exposure to blood borne pathogens.
- ◆ Job classifications in which some employees have occupational exposure to blood borne pathogens.
- ◆ Tasks and procedures in which occupational exposure to blood borne pathogens occur.

BLOOD BORNE PATHOGENS continued

Public Works Department

As Public Works employees, your work may involve contact with another person's body fluids. Since these body fluids may be infectious, you are considered to be at risk for occupational exposure to infectious disease. The environment you work in provides unpredictable risks of exposure. Therefore, you should assume that all persons whose blood and body fluids that you come into contact with to be infectious.

The following employees perform tasks and duties which do or may expose them to blood and/or other body fluids:

High Risk:

- ◆ Public Works Superintendent
- ◆ Field Supervisor
- ◆ Maintenance Tech I & II
- ◆ Mechanics
- ◆ Treatment Plant Supervisor
- ◆ Treatment Plant Operator
- ◆ Law Enforcers
- ◆ Janitorial Staff

Public Works employees may also be exposed through contact with employees, shared equipment or surfaces which may have become contaminated. **(Low Risk)**

Low Risk:

Other city employees could potentially be exposed to blood and/or body fluids through mucous splash and/or by the handling of job related equipment or materials used in the performance of his or her duties.

BLOOD BORNE PATHOGENS continued

HBV Vaccination

HBV vaccinations shall be offered to all employees identified as high risk free of charge by the City of Gig Harbor. The City of Gig Harbor will allow the use of City time and pay all fees associated with that service. The vaccination will be provided after the employee has received the training outlined in these policies, but within 10 (ten) days of assignment to duties. This policy shall exempt employees who have previously received the complete vaccination series, whose antibody testing indicates they are immune, or those employees for whom the vaccine is contraindicated. Employee vaccinations shall be documented and maintained in the employee's medical record files in the Personnel Department as prescribed by WISHA, and shall be preserved in the Personnel Department for the duration of employment plus thirty (30) years.

Routine booster dose(s) of the HBV vaccine shall be provided in accordance with US Public Health Service recommendations at no cost to the employees. **(Appendix G)**

If an employee refuses to obtain the required HBV vaccination, the employee will be required to document that refusal on the HBV Declination Statement form **(Appendix H)** which will be maintained in the employee's medical record for the duration of employment plus thirty (30) years. If however, an employee subsequently decides to have an HBV vaccination; it will be made available under the same terms and conditions as stated above, upon employer's receipt of a written request to the Human Resource Manager or Safety Officer.

Follow-Up Procedures After Possible Exposure To HIV/HBV

All employees are required to report any incident of exposure to blood and/or body fluids to their immediate supervisor. All exposure incidents shall be recorded on the OSHA300 form and investigated using the Exposure Incident Investigation form **(Appendix I-2)** which will subsequently become a part of the employee's medical record. All exposures must document the route(s) of exposure and the circumstances under which the exposure occurred.

Possible exposure incidents include percutaneous needle sticks or cuts, mucous membrane exposure to blood or body fluids, or contact with blood or body fluids via chapped, abraded, or otherwise non-intact skin surfaces.

Using the Post Exposure Evaluation and Follow-up Checklist **(Appendix J)** the following steps will be taken:

1. The source individual shall be notified of the exposure incident and be requested to consent to and obtain testing for HIV/HBV. A refusal of the source individual to consent for testing shall be documented.
2. The results of the source individual's test shall be made known to the exposed employee.
3. The exposed employee shall also be reminded of the laws and regulations concerning the disclosure of the identity and infectious status of the source individual.

BLOOD BORNE PATHOGENS continued

4. If the source individual refuses to consent to HIV/HBV testing, or if the source individual tests positive, the exposed employee shall have a clinical evaluation which will include HIV and HBV antibody testing as soon as possible. If the exposed employee tests zero-negative, the employee shall be retested 6 weeks post-exposure and on a periodic basis thereafter; 12 weeks and 6 months.
5. Follow-up procedures shall also be taken for employees exposed or potentially exposed to HBV depending on employee immunization status, antibody response, and HBV serologic status of source individual.
6. If the exposed employee refuses to submit to clinical evaluation and HIV and HBV testing, such refusal will be documented and maintained in the employee's medical record.
7. If the employee consents to baseline blood collection, but does not consent to testing, the employee's blood sample shall be preserved for ninety (90) days. If within ninety (90) days of exposure, the employee elects to have the baseline sample tested; such testing will be conducted as soon as possible.
8. Exposed employees shall have access to post-exposure prophylaxis as recommended by the US Public Health Service when medically indicated, as well as counseling.
9. Exposed employees shall also be advised to report and seek medical evaluation of any acute febrile illness within twelve (12) weeks following exposure.
10. All tests shall be conducted by an accredited laboratory at no cost to the employee.

The following information will be provided to the physician performing the post-exposure evaluation:

- ◆ A copy of the WISHA regulation pertaining to blood borne pathogens.
- ◆ A description of the employee's duties.
- ◆ Documentation of the route(s) of exposure and circumstances under which the exposure occurred.
- ◆ Results of the source individual's blood testing, if available.
- ◆ All relevant medical records of the employee, including vaccination status.

The City of Gig Harbor will obtain a written report and opinion from the physician performing the post-exposure evaluation which shall be limited to:

- ◆ Whether an HBV vaccination is indicated, and if the employee has received such vaccination.
- ◆ That the employee has been informed of the results of the evaluation.
- ◆ That the employee has been told about any medical conditions resulting from exposure to blood or other infectious materials which warrant further evaluation or treatment.

BLOOD BORNE PATHOGENS continued

In the event of employee exposure to blood or body fluids via percutaneous needle stick, cuts, or mucous membrane exposure, necessary medical treatment shall be administered as appropriate for the type of injury.

Sharps And Disposable Items

The following sharp instruments or disposable sharps are frequently encountered by employees in the Public Works Department and Police Department:

Hypodermic needles
Syringes
Knives
Razor Blades
materials

Blood stained broken glass
Brooms used in street sweeping
Medical waste
Any and all sewage related

Subsequent to recovery or use, potentially contaminated sharp instruments and/or disposable sharps shall be disposed of in the following manner:

1. All such sharp items shall be placed in a leak proof, rigid, puncture-resistant, break-resistant container which is conspicuously labeled.
2. The person recovering/receiving a sharps instrument or item shall be responsible for its proper disposal as soon as feasible. In no instance will any employee leave any such sharp instrument at any work station or in any vehicle beyond the end of the employee's shift without notifying his/her supervisor.
3. Needles shall **not** be recapped, purposely bent or broken, or removed from disposable syringes. (If recapping or removal is necessary, it must be accomplished by using a mechanical device or a one-handed "scoop" technique).
4. Scalpel blades shall be removed from the handle using clamped forceps and placed in the appropriate sharps container by the person using that item.
5. Knives and other sharps necessary for evidence will at all times remain in an approved, properly labeled sharps container.
6. Appropriate protective gloves will be worn at all times when handling any sharps or knives possibly contaminated by blood or OPIM.
7. At no time will any employee reach into a sharps container to retrieve any item. All such removal will be accomplished with tongs, pliers, or other mechanical tool.



Disposal: Free disposal for residential sharps is available at the Purdy Transfer Station: 14515 54th Ave NW or you can put the labeled container into the trash can.

BLOOD BORNE PATHOGENS continued

Reusable Equipment

Public Works and Police Department

The following reusable equipment is used by employees and does come in direct contact with blood or other body fluids and could potentially expose employees to HIV/HBV:

- ◆ Solid Waste vehicles and associated equipment.
- ◆ Rear seats of police vehicles and handcuffs.
- ◆ All hand and power tools used in maintenance of all jobs as assigned daily; in the maintenance of all equipment and vehicles; and during all construction projects.
- ◆ Wastewater treatment plant equipment such as forceps, gloves, lab glassware, sponges and any other associated items.
 - ✓ Reusable equipment shall be scrubbed to remove all debris from surfaces immediately following contamination by the person using said equipment.
 - ✓ All said equipment will be sterilized using cold sterile solutions prepared to appropriate dilution as recommended for control of HBV.
 - ✓ Contaminated item(s) will be handled as appropriate for disposal.

Hand Washing

All employees having direct contact with blood or O.P.I.M. shall wash hands using warm water and soap before, when anticipated, but **always** after contact with blood or O.P.I.M. If such facilities are unavailable, alcohol foams or antiseptic towelettes may be used.

Employees shall immediately remove and dispose of gloves in appropriate segregated waste receptacles. Where exposure may occur in order to prevent contamination from spreading to other work areas:

- ◆ Employees shall immediately and thoroughly wash hands and other exposed skin surfaces after removal of gloves using warm water and soap. The City of Gig Harbor encourages all employees to regularly wash their hands as a means of controlling the spread of infectious diseases.
- ◆ These procedures shall also be followed after removal of other personal protective equipment following accidental exposure to blood or body fluids.
- ◆ Reusable personal protective equipment shall be rinsed and sterilized per the recommendations set forth by the manufacturer.

BLOOD BORNE PATHOGENS continued

Personal Protective Equipment - Public Works / Police Departments

The City of Gig Harbor will provide and maintain, in a sanitary and reliable condition, necessary personal protective equipment which is relevant to the procedures and job functions of the various employees. Employees are required to use appropriate protective equipment for the task they are performing, except in those extraordinary circumstances when such use would, in the employee's professional judgment, prevent the service from being provided. In such cases the incident shall be investigated and documented in order to determine if changes can be instituted to prevent such occurrences.

The use of **gloves** is indicated and must be worn:

1. For all emergency response care which involves potential exposure to blood or body fluids, particularly if the employee has cuts, abraded skin, chapped hands, dermatitis, or other non-intact skin.
2. During all decontamination procedures involving clean up of blood or body fluids.
3. When scrubbing equipment contaminated with blood or body fluids prior to sterilization.
 - ◆ Gloves shall be of appropriate quality and material and shall comply with the standards of safety for the procedure performed. A sufficient quantity and appropriate size for each employee will be supplied by the City.
 - ◆ Hypo-allergenic gloves, glove liners, powder less gloves or similar alternatives will be made available to those employees who are allergic to the gloves normally provided.
 - ◆ Gloves shall be single-use and shall be disposed of immediately following each contaminant contact or procedure.

Masks and Eye Protectors are to be available and are required to be used:

- ◆ When contamination of mucosal membranes (eye, nose, or mouth) with body fluids is likely to occur.

Resuscitation equipment is provided to minimize the need for mouth-to-mouth resuscitation and shall be easily accessible in the event resuscitation is necessary. Mouth suctioning of blood or other potentially infectious material is prohibited. Pocket masks and gloves will be provided in each vehicle for performing CPR in the field.

All contaminated personal protective equipment must be removed from vehicles or work stations, cleaned or disposed of in the appropriate area or container prior to leaving the work area.

New or cleaned personal protective equipment will also be installed to replace contaminated equipment. This will be the responsibility of the employee who used the equipment. Failure to replace/restock used materials will make the employee (s) subject to disciplinary action.

BLOOD BORNE PATHOGENS continued

Housekeeping

A cleaning schedule for equipment/or areas will be established and maintained. The following guidelines will be followed until such time as procedures or policies require an appropriate update.

1. All equipment and work surfaces shall be cleaned as soon as practical after any contamination by blood or other potentially infectious material. In no circumstances will this be left for other officers/employees to do. It is the responsibility of the officer/employee who contaminated the area.
2. Protective coverings used to cover equipment are to be removed, cleaned or replaced as soon as feasible after being contaminated.
3. All bins, cans, or other receptacles which will be reused and which may be contaminated are to be emptied, cleaned and decontaminated at the end of each work shift.
4. Broken glass which may be contaminated is not to be picked up by hand, but cleaned up or picked up by using a broom and dust pan, tongs, or forceps.
5. Reusable sharps are, after use, to be placed in the appropriate labeled container. Officers/Employees shall not reach into such containers with their hands, but must place and retrieve used, and presumably contaminated, sharps with tongs or forceps.

Regulated waste (disposable sharps)

Contaminated sharps shall be discarded immediately after they are located or used, or as soon as feasible, in appropriate containers. This presumes that there is no compelling need to retain the item for evidentiary purposes. Appropriate containers whether for disposal or evidence are described as follows:

- ◆ Closable
- ◆ Puncture resistant
- ◆ Leak-proof on sides and bottoms
- ◆ Appropriately labeled (see labeling section)
- ◆ Maintained upright
- ◆ Emptied or replaced daily or whenever 2/3 full, except evidence containers



When moving containers containing contaminated sharps, care should be taken to assure the container is closed to prevent spillage or protrusion of contents.

In the event of leakage or protrusion, the container is to be placed in a secondary container which must also be closable, puncture resistant, and leak-proof.

BLOOD BORNE PATHOGENS continued

Other Regulated Waste includes:

- ◆ Liquid or semi-liquid blood or other infectious materials.
- ◆ Contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed.
- ◆ Items caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling.
- ◆ Contaminated sharps.
- ◆ Pathological and microbiological wastes containing blood or other potentially infectious materials.

Such regulated waste must be placed in the appropriate, labeled containers. Containers must meet the following specifications:

- ◆ Closable
- ◆ Able to prevent leakage during handling, storage, or transport
- ◆ Appropriately labeled

Containers must be closed prior to removal to prevent leaks. If outside contamination of a container occurs, the container is to be placed in a secondary container which is also closable, able to prevent leakage, and appropriately labeled.

Disposal Of Regulated Waste

At the end of each day, remove waste from vehicles and other work areas and placed in an appropriate waste receptacle lined with a red, leak-proof plastic bag, and stored in the appropriate location for pick-up and disposal by an outside contractor. Such independent contractors will be responsible for the training of their employees regarding the identification, segregation, and disposal of infectious waste.

Signs And Labeling



Warning labels shall be affixed to all containers of regulated waste, laundry, sharps containers, disposable personal protection equipment, refrigerators, or freezers containing blood or other potentially infectious material, and containers used to store or transport blood or potentially infectious materials.

Warning labels will include the following symbol and will be florescent orange or orange-red, or predominantly so, with lettering and symbol in a contrasting color. Warning labels will be affixed to containers by string, wire or adhesive in order to prevent their unintentional removal.

Note: Red containers may be substituted for labels. Red bags will be used for contaminated laundry and non-sharp regulated waste.

BLOOD BORNE PATHOGENS continued

Education And Training Of Employees

All employees whose job functions involve the risk of exposure to blood or body fluids shall receive appropriate education and training prior to the commencement of their duties and annually thereafter. Such education and training shall, at a minimum, include:

- ◆ A copy of the regulation and an explanation of its contents.
- ◆ A general explanation of the epidemiology and symptoms of blood borne diseases.
- ◆ An explanation of the modes of transmission of blood borne pathogens.
- ◆ An explanation of each department's exposure control plan and means by which the employee can obtain a copy of the written plan.
- ◆ An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood or other potentially infectious materials.
- ◆ An explanation of the use and limitations of methods that will prevent or reduce exposure, including work practices and personal protective equipment.
- ◆ Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment.
- ◆ An explanation of the basis for selecting personal protective equipment.
- ◆ Information on the Hepatitis B vaccine including information on its efficacy, safety, method of administration, benefits of being vaccinated, and that the vaccine will be offered free of charge.
- ◆ Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.
- ◆ An explanation of the procedures to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.
- ◆ Information on the post-exposure evaluation and follow-up that the employer is required to provide.
- ◆ An explanation of the signs and labels and/or color-coding used by the employer.
- ◆ An opportunity for interactive questions and answers with the persons conducting the training sessions.

Additional training will be provided when new tasks or procedures involving potential exposure are instituted.

BLOOD BORNE PATHOGENS continued

Records of training sessions will be maintained for three (3) years. Such records will include:

1. The date of training.
2. A summary of the content of training.
3. The names and qualifications of person(s) conducting the training session.
4. The names and job titles of all persons attending the training session.

Medical Records

A medical record for each employee whose duties include potential occupational exposure will be maintained by the City of Gig Harbor. These records will include:

1. The name and social security number of the employee.
2. A copy of the employee's HBV vaccination status including the dates of vaccination and any medical records regarding the employee's ability to receive the vaccination.
3. A copy of all opinions, examinations, testing, and follow-up involving post-exposure incidents.
4. A copy of any information provided to any other healthcare professional regarding possible exposure.

Such records will be kept confidential and will not be disclosed to any person, except as required by law, without the express written consent of the employee. Such records will be maintained for thirty (30) years beyond the duration of the employment.

In the event the City of Gig Harbor ceases to do business and there is no successor employer to transfer the records to, the City of Gig Harbor will notify the Department of Labor and Industries at least three (3) months prior to the disposal, and will transfer them to the Department if requested to do so.

Procedures In The Event Of Personal Exposure

All employees are required to use the following procedures in the event of exposure to possibly infectious blood or body fluids:

- ◆ **Needle Stick/Cut:** Milk the exposure to express blood and clean the wound vigorously with soap and water for at least 10-15 seconds using friction.
- ◆ **Mucosal Splash:** For a mucosal splash to eyes, nose, or mouth, flush or rinse with saline or water. For a mucosal splash to the skin or contamination of open wound, wash with soap and water. Shower and change clothes if necessary.
- ◆ **Blood Splash/Contact:** For blood splash to mucosal tissues follow mucosal splash guideline above. For blood splash or contact to chapped, abraded, cut or broken skin, wash with soap and water and again remove contaminated clothing as soon as possible.

BLOOD BORNE PATHOGENS continued

For any other contact with blood or body fluids to skin surfaces, wash with soap and water immediately or antiseptic wipes when wash facilities are not available. Remove contaminated clothing, shower and if continued contamination is anticipated, put on appropriate personal protective equipment.

Reporting: Report all needle sticks, mucosal splashes, and contamination of open wounds with blood and/or body fluids to your immediate senior supervisor. *(Appendix K)*

ERGONOMICS

What is Ergonomics?

Ergonomics is the scientific study of human work. It considers the physical, behavioral and mental capabilities and the limitations of the worker as they interact with tools, equipment, work methods, tasks, and work environment.

Purpose

- ◆ Reduce the physical stress associated with a given job.
- ◆ Increase the comfort, health, and safety of the work environment.
- ◆ Increase productivity.
- ◆ Reduce human errors associated with a task.
- ◆ Improve quality of work life.

Goal

- ◆ *Ergonomics* is a way to work smarter—not harder
- ◆ Fits the job to the worker—**Not** the worker to the job!

Musculoskeletal Disorders caused by Cumulative Trauma

- ◆ Carpal Tunnel Syndrome
- ◆ Tendonitis-forearm to hand
- ◆ Epicondylitis-elbow
- ◆ Rotator Cuff Syndrome-shoulder

In order to prevent Cumulative Trauma Disorders (CTD's) to the musculoskeletal system, we must first understand their causal factors. Identifying the causes of CTD's is challenging because no one single causative factor will lead to a CTD by itself. It is the interaction of several risk factors over time that may lead to a CTD. These risk factors include:



1. Awkward Posture: postures that are not our normal standing and sitting posture. Examples include: bending, twisting, turning, long-arm reaching, cradling the neck with the telephone.
2. Force: gripping, grasping, and pinching activities such as picking up large file folders or stapling.
3. High Repetition: movements over and over again with hand, arm, or shoulder. Frequency and duration are risk factors.
4. Contact/Mechanical Stress: direct pressure on nerves – soft tissues of our body coming in contact with something that is hard, sharp or rough. Example, no padding with the keyboard and mouse.

ERGONOMICS continued

5. Static Load: keeping muscles in one place for long periods of time. Examples: sitting or using the mouse for long periods of time without moving.
6. Vibration: using tools such as jackhammers.
7. Temperature Extremes: heat and cold

Symptoms to look for and report to your Supervisor:

- ◆ *Pain, numbness and tingling in the thumb and first 3 fingers or last 2 fingers.*
- ◆ *Shaking your hand to get the feeling back*
- ◆ *Weakness in the hand*
- ◆ *Pain and discomfort in wrist*
- ◆ *Pain going up to elbow or shoulder*
- ◆ *Clumsy feeling in affected hand*

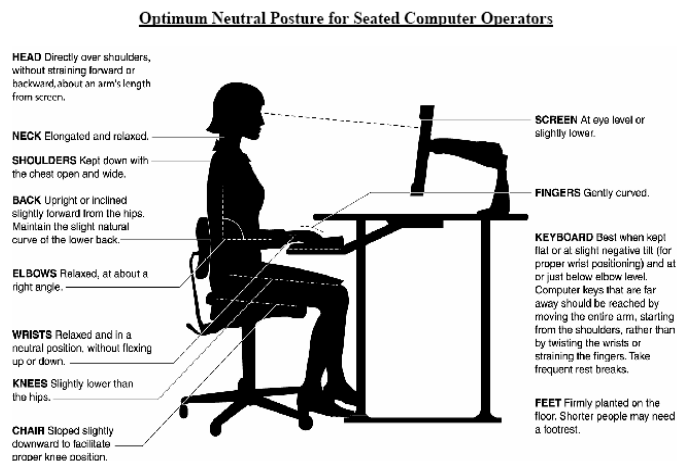
Workstation Design

Use the following guidelines to assist in setting up your workstation to reduce CTD risk factors:

Keyboard

- ◆ Shoulders should be relaxed with arms hanging comfortably by sides.
- ◆ Bend at the elbows so that the arm is in a 90-degree angle and elbows are at waist.
- ◆ Forearms come straight out with palms hovering over thighs. Wrists are flat. Position keyboard and or tray under palms.
- ◆ Use padded articulating tray large enough to accommodate both keyboard and mouse.

Figure 1



ERGONOMICS continued

Mouse

- ◆ Should be located next to and at the same level as the keyboard.
- ◆ Use padded foam wrist supports for mouse and keyboard to elevate wrists to neutral and eliminate contact with hard surfaces.



Chair

- ◆ Sit all the way back in the chair to allow weight distribution on buttocks, not thighs.
- ◆ Hips and knees should be level and positioned in a 90-degree angle.
- ◆ Feet flat on the floor or footrest.
- ◆ Backrest is upright with lumbar support at small of back,

head aligned over shoulders.

Monitor

- ◆ Monitor should sit “straight on” to employee – not at an angle.
- ◆ Top of monitor screen should be at eye level or just below (except if wearing bifocals, the monitor can be lower).
- ◆ Optimum viewing distance is 20 to 30 inches.
- ◆ Minimize glare by placing screen at right angles to light source, use anti-glare screen, or adjusting the screen angle.

Telephone

- ◆ Use a headset if telephone usage is two or more hours per day.
- ◆ Telephone 'neck holder' devices that encourage awkward neck and shoulder posture while on the phone should be removed and eliminated.
- ◆ Place telephone within easy reach to eliminate long arm reaching.

Document Holders

- ◆ intensive work.

Recommended for copy

- ◆ placed at the same level as the monitor screen.

The holder should be

Shelves

- ◆ Frequently used items located in shelving above shoulder height should be moved down below shoulder height.
- ◆ Use a “two-handed” lift when lifting large 3-ring binders.

ERGONOMICS continued

Stretch Breaks and Micro-Pauses

- ◆ Incorporate preventative stretch and exercise breaks from constant keying every hour.
- ◆ Change from static positions every 30 minutes to help reduce neck and lower back strain.

OUTDOOR HEAT EXPOSURE (WAC 296-62-095)

Each year prior to the month of May, all employees working who are exposed to extreme heat at or above Table 1 of the regulation will be provided training on signs and symptoms of outdoor heat exposure and ways to prevent heat-related illnesses. When new employees are hired during the summer months, training will be provided prior to the new employee working in the outdoor environment. This training requirement is only in effect during the months of May through September each year.

Table 1: OUTDOOR TEMPERATURE ACTION LEVELS	
All other clothing	89°
Double-layer woven clothes including coveralls, jackets, and sweatshirts	77°
Non-breathing clothes including vapor barrier clothing or PPE such as chemical resistant suits	52°

Note: There is no requirement to maintain temperature records. The temperature in Table 1 were developed based on Washington State data and are not applicable to other states.

Training on Outdoor Heat Exposure will include the following:

1. Environmental factors that contribute to the risk of heat-related illness.
2. General awareness of personal factors that may increase susceptibility to heat-related illness including, but not limited to, an individual's age, degree of acclimatization, medical conditions, drinking water consumption, alcohol and caffeine use, nicotine use, and use of medications that affect the body's responses to heat.
3. The importance of removing heat-retaining personal protective equipment such as non-breathable chemical resistant clothing during all breaks;
4. Importance of frequent consumption of small quantities of drinking water or other acceptable beverages;
5. Importance of acclimatization;
6. The different types of heat-related illness and common signs and symptoms of heat-related illness;
7. Importance of immediately reporting signs or symptoms of heat-related illness and procedures the employee must following including appropriate emergency response procedures.

SECTION 3

MATERIAL HANDLING & LIFTING

Material handling is defined as using any part of the body to lift, move, push, pull, retrieve, carry, or climb with any materials such as people, inventory, merchandise, tools, raw materials, or supplies found in the work environment. Overexertion can cause sprains/strains injuries to our musculoskeletal system causing pain and discomfort. Other factors to consider that can contribute in causing these injuries are:

1. Poor physical fitness
2. Lack of flexibility
3. Participation in certain recreational activities
4. Emotional stress
5. Lack of rest
6. Poor back support when sleeping
7. Poor posture when sitting and standing for long periods

You as an employee have the greater control of these factors and should be considered in your overall health concerns.

As your employer, the City of Gig Harbor will focus on factors that can be controlled in the workplace and implement engineering, administrative or training controls to eliminate or reduce hazards on the job that can contribute to musculoskeletal injuries.

Priorities for Risk Control

1. Eliminate need for manual materials handling by using mechanical aids such as:
 - ◆ Lift tables
 - ◆ Lift trucks
 - ◆ Hoists and cranes
 - ◆ Drum and barrel dumpers
 - ◆ Conveyors
2. Change work area layout by:
 - ◆ Changing height of work level.
 - ◆ Changing worker level.
 - ◆ Providing all material at work level.
 - ◆ Minimizing horizontal distance between operator and load.
 - ◆ Decreasing vertical distance load travels.
 - ◆ Limiting stacking heights to shoulder height.
 - ◆ Keeping heavy objects at knuckle height.
3. *Decrease job demands by decreasing object weight by:*
 - ◆ Assigning the job to 2 or more persons.
 - ◆ Distributing the load into 2 or more containers.
 - ◆ Reducing container weight.
 - ◆ Reducing hand force.

MATERIAL HANDLING & LIFTING continued

4. Change type of manual materials handling activity by:
 - ◆ Changing from lifting to lowering.
 - ◆ Changing from carrying to pulling.
 - ◆ Changing from pulling to pushing.
5. Maximize time to perform job by:
 - ◆ Reducing frequency of activities.
 - ◆ Incorporating work/rest schedules. Utilizing job rotation.

Rules of Thumb

1. Weights greater than 30 pounds for men and women are usually excessive.
2. Pushing is preferable to pulling.
3. Do not set something on the floor, which has to be picked up again later. Keep objects at work level.
4. Mid-range height (area between knuckles and shoulders) is the best height for manual handling.

LIFTING

Lifting is one of the most dangerous activities for the spine. The neutral position **MUST** be used to reduce the risk of injury. Lifting in a neutral position allows the larger and more powerful leg muscles to do the lifting.

1. Avoid manual lifting whenever possible. Manual lifting is one of the most common causes of workplace injury. If you are doing manual lifting, you are at risk for injury. Use mechanical means when possible.
2. The closer the object, the easier it is to lift.
3. Avoid twisting as you lift to help keep your back strong and free from injury.
4. Use lifting handles whenever possible.
5. Good firm footing is a must.

How to lift properly

1. Squat down close to the object; maintain a natural curve of back.
2. Test the weight of the object by lifting or tilting a corner.
3. If the object is too heavy:
 - ◆ Divide into smaller loads.
 - ◆ Get someone to help.
 - ◆ Use a mechanical device.

Right



Wrong



MATERIAL HANDLING & LIFTING

4. Grasp object firmly.
5. Keeping the object close in, lift it while straightening the legs and tightening the stomach and buttock muscles.
6. Never twist or jerk the body.
7. Avoid lifting to the side.
8. Avoid overextending and reaching too far.

How to carry an object

1. Select a clear route of travel and maintain an awareness of surface conditions.
2. Keep a firm grip on the object and carry it close to the body.
3. Do not allow the load to obstruct your view.
4. Do not twist the body; change direction by moving the feet.

How to set an object down:

1. Face the spot where the object is to be placed.
2. Squat down, maintain a natural curve of back.
3. Lower object, first on to one corner or onto a support to avoid finger injuries.
4. Lower the object into final position keeping fingers out of the way.

HOUSEKEEPING PROCEDURES (WAC 296-800-220)

Close attention to good housekeeping and office safety encourages teamwork, prevents accidents and creates a wholesome and productive work environment.

Good housekeeping is one of the most important factors in maintaining a safe job. Numerous workers in the industry are injured each year because they trip, stumble or step on objects that are in their way. These accidents are often blamed on the worker's carelessness in not looking where they are going. Actually, these accidents are the direct result of poor housekeeping. When you see something lying around stop and take the time to put it in its proper place. Don't wait for someone else to do it, even though they may be the one who left it there.

- ◆ Report all injuries, regardless of severity to your supervisor.
- ◆ Walk cautiously up and down stairs; Use the handrail whenever possible.
- ◆ Use caution when opening a door onto a stairwell and walking past doors in stairwells.
- ◆ Keep floors, landings, and stairs free of debris.
- ◆ Close drawers of desks and file cabinets when not in use.
- ◆ Boxes, chairs, etc., shall not be used in place of ladders.
- ◆ Keep the floor free of tripping hazards such as telephone cords, electric extension cords, and paper cartons.
- ◆ Store material on shelves in a manner to prevent falling; heavy objects should be placed on lower shelves.
- ◆ Report unsafe electrical cords, faulty electrical or other equipment, or any other hazardous condition promptly to your supervisor.

SLIPS TRIPS & FALLS

Slips, trips and falls are a leading cause of accidents in the workplace. Injuries can occur anywhere at any time. Surfaces such as asphalt, sidewalks, wooden, tiled, or carpet-covered floors, special surfaces on stairs and conveyances (moving sidewalks, escalators, and elevators) can present serious tripping, slipping, or falling hazards.

Walking surfaces can change substantially when people track in mud, snow, dirt and moisture. Outside weather conditions can often produce wet and slick surfaces. Holes in asphalt or unexpected obstructions in sidewalks can be a potential cause for injury. Torn or curled-up carpet or floor coverings are other areas of concern. Liquid spills in bathrooms, coffee shops, lunch rooms etc. can be unseen or undetected.

Guidelines

- ◆ Be aware of floor surfaces. Look at path of travel for obstacles.
- ◆ Clean up spills-even if you didn't do it.
- ◆ Wear appropriate shoes in adverse weather conditions. (no heels on ice or slick surfaces).
- ◆ Report any hazards.

Poor housekeeping is another cause for slips, trips and falls. Open drawers, boxes in aisles, extension/computer cords, debris or objects, or cramped and crowded space are some examples of this.

- ◆ Keep drawers closed when not in use. Open one at a time.
- ◆ Pick up after yourself. Everything should be put away after it is used.
- ◆ Do not use extension cords.
- ◆ Report hazards.

Inadequate illumination can contribute to slips, trips and falls. Light values at floor level should be uniform with no glare or shadows. There should be no violent contrasts in light levels between floor areas.

- ◆ Report areas where lighting has gone out and bulbs need replacing to your supervisor or maintenance.

Other factors causing slips, trips and falls include:

- ◆ Person's age
- ◆ Illness
- ◆ Emotional disturbances
- ◆ Fatigue
- ◆ Lack of familiarity with environment
- ◆ Poor vision

ELECTRICAL HAZARDS (WAC 296-800-280)

The easiest way to reduce the possibility of electrocution is to:

- ◆ Use Ground Fault Circuit Interrupter (GFCI)
- ◆ Make sure extension cords are not frayed.
- ◆ Make sure equipment is grounded.
- ◆ Receptacles are mounted and secured.
- ◆ Panel boxes are covered.
- ◆ Do not use extension cords to suspend lighting.
- ◆ Do not use extension cords as permanent wiring.

What is a GFCI?

GFCI is a fast acting circuit breaker which senses small imbalances in the circuit caused by current leakage to ground and, in a fraction of a second, shuts off the electricity.

LADDER SAFETY (WAC 296-876)

Supervision is responsible to assure that all ladders used in their assigned area are regularly inspected and that defective ladders are replaced or repaired.

All ladders purchased must meet the specifications of the ANSI codes for metal or fiberglass ladders.

Placement

1. All ladders must be fully secured before being climbed. Portable ladders shall be equipped with safety feet or with sharp spurs. When necessary, ladders will be securely lashed at the top and or bottom. When appropriate, safety hooks will be utilized to secure ladders at top.
2. Only ladders of proper length shall be used. All maximum load capacities must be adhered to. Any alteration to a ladder is strictly prohibited.
3. Step ladders shall be fully opened and locked in place during use.
4. Ladder placement shall be so positioned that for every 4 feet of height, the base will be located 1 foot away from the vertical plain. This ratio is 4 to 1 or 25% of the total height.
5. Ladders shall not be placed in front of doors opening toward the ladder unless the door is blocked open, locked, or guarded.
6. When a ladder is being used in an open traffic area or where there is a danger of it being knocked over, a workman shall be stationed at the foot of the ladder.
7. Ladders shall not be used in a horizontal position as a platform, runway, scaffold, or any other purpose except that for which they were designed.
8. Rubber safety feet are recommended for hard surfaces such as wood or concrete. Safety spurs will be used on soft surfaces.
9. No ladder shall be used to gain access to a roof unless the top of the ladder extends at least 3 feet above the point of support.
10. Fixed ladders erected in areas in which a stairway cannot be constructed must be of steel. When fixed ladders exceed 20 feet in height, a cage or basket guard (beginning not more than 8 feet above grade) shall be provided. The ladder must have a minimum front clearance of 6 1/2-inches, and a minimum side clearance of 15-inches measured from the centerline. Side rails on permanent ladders should extend 3 ft. 6in. above landings.

Climbing Ladders

1. Examine ladders before each use. If broken, cracked, or defective in any way, the ladder shall be tagged for immediate repair or destruction and removed from work area.
2. Face ladder when climbing up or down.
3. Use rungs for climbing and descending, not side rails.
2. Keep body centered between side rails; move the ladder as needed. Don't reach.
4. Do not slide down, jump off, or run on a ladder.
5. Keep hands free while climbing ladders. Carry small objects in pockets or on belts; use hand lines for larger items.

LADDER SAFETY continued

6. Before climbing a ladder, make sure it is clean, free of grease, oil, mud, snow, or other slippery material. Keep your shoes clean.
7. When working from a stepladder over five feet high a workman shall not stand on a step higher than the third step from the top of the stepladder.
8. Do not climb higher than the third rung from the top on straight or extension ladders or the second tread from the top of stepladders.
9. Do not climb a ladder already occupied by another person.
10. Hook safety chains onto elevated platforms that have more than one access. Chains may be unhooked on unoccupied platforms having only one access.
11. No type of work shall be performed on a ladder over 25 feet from the ground that requires the use of both hands to perform the work, unless a safety harness is worn and the safety lanyard is secured to the ladder.
12. Any work that requires eye protection, respirators, or handling of pressure equipment, shall not be performed from a ladder more than twenty-five feet above the surrounding surface.

HAND TOOLS - CARE AND USE

Common types of Hand Tools; Use the right tool for the right job:

- ◆ Wrenches: open, pipe, socket
- ◆ Impact: drift pins, chisels, wedges
- ◆ Hammers
- ◆ Screw drivers
- ◆ Cutting: knives, axes, saws machetes
- ◆ Shovels
- ◆ Rakes
- ◆ Hoes

Inspection and Use Guidelines:

- ◆ Maintain in serviceable condition.
- ◆ Check handles for cracks, splinters, and taped repairs.
- ◆ Wear proper PPE.
- ◆ Do not carry sharp-edged tools in pockets.
- ◆ Keep sharp-edge tools sharp.
- ◆ Cut away from body.

Wrenches:

- ◆ Must not be used if sprung or worn to the point that slippage occurs.

Impact:

- ◆ Keep free of mushroomed heads.

Axes:

- ◆ Must be sharp.
- ◆ Check head for burrs or deep grooves.
- ◆ Head securely fastened to handle; when in doubt insert a wedge.
- ◆ Check handles for cracks, splinters, and taped repairs.

Saws:

- ◆ Make sure saw body is straight.
- ◆ Inspect for sharpness and missing teeth.
- ◆ Check handles for cracks and that the blade is securely attached.

Knives:

- ◆ Must be sharp.
- ◆ No burrs or nicks.
- ◆ Cut away from body.
- ◆ Never cut on items held between the knees or legs.

POWER TOOLS (WAC 298-807)

General:

- ◆ All rotating shafts, spindle, belts, fittings and other projections must be guarded.
- ◆ Machinery intended for stationary use must be secured from tipping over.

Common Types of Power Tools:

- ◆ Electric power operated tools, drills, saws, grinders
 - ✓ Must be double insulated or grounded.
 - ✓ Do not hoist or lower using the electric cords.
 - ✓ Inspect cords and connections; if damaged, have them replaced.
 - ✓ All power saws shall have guarding to protect the operator from contact with moving saw teeth.
 - ✓ Use retractable guards when possible.

Pneumatic Power Tools

- ◆ Secure tool hose by whip check.
- ◆ Connections to be clipped.
- ◆ Do not exceed the manufacturer's safe operating pressure.
- ◆ All hoses exceeding ½" I.D. shall have a safety device at the source of supply or branch line to reduce pressure in case of hose failure.
- ◆ On nailers and staplers operating at over 100 psi, a safety device is required to prevent firing unless muzzle is in contact with work surface.
- ◆ When cleaning with compressed air, 30 psi is maximum pressure and then only with PPE and chip guarding.
- ◆ Inspect all hoses and fittings; if damaged, have them replaced.

Abrasive Wheels

- ◆ Guards must be in place.
- ◆ Ring test prior to use.
- ◆ Use safety glasses and face shield.
- ◆ Must have safety guards that expose only the proper amount of wheel surface.

Bench Grinders

- ◆ Tool rest with 1/8" of grinding wheel
- ◆ Tongue guard with ¼" of grinding wheel

MOTOR VEHICLE DRIVING

Driving is the primary mode of travel for 90% of all licensed persons 16 years and older. It is an activity that most people enjoy and one that must be correctly learned and properly practiced if injury is to be prevented.

Each year, nearly one driver in eight is involved in a reportable crash. Only 10 percent of drivers recognize this statistic. Thirty percent believe their chances of a collision are one in a thousand. As a result, most drivers let their guard down when they're behind the wheel and aren't aware of conditions that can lead to crashes.

As a City employee commuting to work, carpooling, driving a City owned vehicle or other work-related driving task, we want you to arrive to work and home safely. Lack of awareness is a major factor in traffic crashes and many drivers do not relate "risk" to driving. Managing risk when you drive involves controlling visibility, time, and space, and being aware of the amount of traction available.

The following are guidelines that can help you assess conditions more accurately, predict the actions of other roadway users, and make decisions with a more realistic concept of the consequences.

1. Inspect The Vehicle:

- ◆ Walk around and inspect outside before entering.
- ◆ Check tires for proper inflation.
- ◆ Check oil/gas levels.
- ◆ Check mirrors for proper alignment.
- ◆ Make sure lights, signals, windshield wipers and instruments are working properly.

2. Develop Visual Habits:

- ◆ Concentrate on path of travel.
- ◆ Look well ahead.
- ◆ Scan the scene constantly.
- ◆ Look through rear window and turn head while backing up.
- ◆ Be aware of signs, signals and roadway markings.
- ◆ Look for pedestrians, bicycles, obstructions.

3. Time And Space Considerations:

- ◆ Maintain 2-3 second following distance behind other vehicles.
- ◆ Allow 2 seconds distance to the rear.
- ◆ Allow at least one car width of space to one side.
- ◆ Adjust speed for road, traffic, sight or weather conditions.

MOTOR VEHICLE DRIVING continued

4. Communication With Other Drivers:

- ◆ Use proper turn/hazard/brake signals.
- ◆ Position car to be seen.
- ◆ Turn lights on for safety.
- ◆ Use the horn to warn.
- ◆ Use appropriate body actions and gestures (eye-to-eye contact).

5. Adverse Driving Conditions And Emergencies:

- ◆ Clear windshield, rear windows.
- ◆ Slow for adverse weather conditions.
- ◆ Pull off roadway and wait for rain or snow to ease if needed.
- ◆ Use low beams and slow down for foggy conditions.
- ◆ Adjust speed for glare and reduced visibility for night driving.
- ◆ Pump brakes, shift to low gear or use emergency brake if brakes fail.
- ◆ Avoid driving around bedtime or for long periods of time.
- ◆ Firmly hold the steering wheel and steer straight if a blowout occurs.

6. Obey Laws/Safety Precautions:

- ◆ Wear seatbelts (all passengers over 5 years old).
- ◆ Use child restraint laws.
- ◆ Lock doors.
- ◆ Don't drink or abuse drugs and drive.
- ◆ Don't drive while fatigued. Stop and rest.
- ◆ Don't drive while emotionally, or mentally upset.
- ◆ Pull over for emergency vehicles.
- ◆ Obey construction site rules/signs.
- ◆ Adhere to speed limits.
- ◆ Do not use cell phones while driving.

Those employees who are required to drive a city vehicle as a part of their job must maintain a safe driving history. An abstract of their driving history will be reviewed every three years or more often if deemed necessary by the supervisor.

VEHICLE ACCIDENT REPORTING PROCEDURES

1. Stop immediately to investigate, pulling off to the side of the road if possible.
2. Protect the scene of the accident to prevent furtherer injury or damage.
3. Call 911
4. Render assistance to injured parties.
5. Report the accident to your supervisor immediately.
6. Take photos of the damage.
7. Fill out the Accident Report as quickly as possible. **(Appendix L)**
8. Return completed forms to your immediate supervisor within one business day following the accident.

VIOLENCE IN THE WORKPLACE

Violence in the workplace causes a significant number of workplace fatalities and injuries throughout the United States. Every week, about 20 workers are murdered in the United States. Workplace fatality data shows that assaults and other violent acts are among the leading causes of work-related deaths in a number of states. For women violence is the leading cause of workplace fatalities in the United States.

The following types of violence illustrate different characteristics of workplace violence and ways violence may present itself. Each involves different risk factors and means of preventing or responding to the potential violent incident.

1. Violence by strangers
2. Violence by customers or clients
3. Violence by co-workers
4. Violence by personal relations

The City of Gig Harbor is concerned and committed to our employees' safety and health. We refuse to tolerate violence in the workplace and will make every effort to prevent violent incidents from occurring by implementing a Workplace Violence Prevention Program (WVPP).

All managers, supervisors and employees are responsible for implementing and maintaining our WVPP Program. We require prompt and accurate reporting of all violent incidents whether or not physical injury has occurred.

Our program will ensure all employees adhere to work practices that are designed to make the workplace more secure, and do not engage in verbal threats or physical actions which create a security hazard for others in the workplace. It includes:

- ◆ Informing all employees about the WVPP.
- ◆ Evaluating workplace security measures.
- ◆ Recognition of workplace security hazards and risk factors associated with the four types of violence.
- ◆ Providing training and/or counseling to employees who need to improve work practices to ensure workplace security.
- ◆ Disciplining employees for failure to comply with established practices.
- ◆ Providing training designed to address specific aspects of workplace security unique to our establishment.
- ◆ Posting or distributing workplace security information.
- ◆ Providing a system for employees to inform management about hazards or threats of violence.
- ◆ Establishing procedures for protecting employees who report threats from retaliation.
- ◆ Complying with all Federal and State record keeping requirements.
- ◆ Conducting periodic inspections to identify and evaluate workplace security hazards and threats of workplace violence assessing all four types of violence listed above.
- ◆ Annual reviewing and evaluating program safety and security measures.

SAFETY TRAINING

Safety training will be provided for all employees as an essential part of implementing the Accident Prevention Program. This training is conducted for new employees before they begin working at our establishment and on-going for staff as needed and appropriate. These courses include but are not limited to:

- ◆ New Employee Orientation
- ◆ Ergonomics
- ◆ Material Handling
- ◆ First Aid/CPR
- ◆ Hearing Conservation
- ◆ Personal Protective Equipment
- ◆ Hazardous Communication
- ◆ Electrical Hazards
- ◆ Blood Borne Pathogens
- ◆ Ladder
- ◆ Lock-out/Tag-out
- ◆ Confined Space
- ◆ Respiratory Protection
- ◆ Safe Lifting
- ◆ Emergency Preparedness
- ◆ Workplace Violence
- ◆ Fire Extinguishers
- ◆ Fork Lifts
- ◆ Scaffolds
- ◆ Fall Protection

SECTION 4

APPENDICES

Appendix

	Definitions
A-	Accident/Illness Report Form
B-	Accident Investigation Report form
C-	Modified Work Form
D-	Minutes/Agenda Form
E-	Good Samaritan Law
F-	Job Hazard Analysis Assessment
G-	Hepatitis B Vaccination Record
H-	Hepatitis B Declination Statement Form
I-1	Employee Medical Record Checklist
I-2	Exposure Incident Investigation Form
J-	Post Exposure Evaluation & Follow-Up Checklist
K-	Needlestick / Sharps Exposure Log
L-	AWC RMSA Automobile / Vehicle Accident Report
M-	Known Noise Levels of Equipment at City Shop / WWTP

DEFINITIONS

Antibody	a substance produced in the blood of an individual which is capable of producing a specific immunity to a specific germ or virus.
Amniotic Fluid	the fluid surrounding the embryo in the mother's womb.
Antigen	any substance which stimulates the formation of an antibody
Assistant Secretary	the Assistant Secretary of Labor for Occupational Safety and Health, or designated representative.
Biohazard Label	a label affixed to containers of regulated waste, refrigerators/freezers and other containers used to store, transport or ship blood and other potentially infectious materials. The label must be fluorescent orange-red in color with the biohazard symbol and the word biohazard on the lower part of the label.
Blood	human blood, human blood components, and products made from human blood.
Bloodborne Pathogens	pathogenic (disease producing) microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV)
Cerebrospinal Fluid	a clear, colorless fluid surrounding the brain and spinal cord. It can be withdrawn by performing a spinal puncture.
Clinical Laboratory	a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious materials.
Competent Person	an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.
Contaminated	the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.
Contaminated Laundry	laundry which has been soiled with blood or other potentially infectious materials or may contain sharps.
Contaminated Sharp	any contaminated object that can penetrate the skin including, but not limited to needles, scalpels, broken glass, capillary tubes, and the exposed ends of dental wires.
Decontamination	the use of physical or chemical means to remove, inactivate, or destroy Bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious

particles and the surface or item is rendered safe for handling, use or disposal.

Engineering Controls	controls (i.e., sharps disposal containers, self-sheathing needles) that isolate or remove the bloodborne pathogens hazard from the workplace.
Exposure Control Plan	a written program developed and implemented by the employer which sets forth procedures, engineering controls, personal protective equipment, work practices and other methods that are capable of protecting employees from exposures to bloodborne pathogens, and meets the requirements spelled out by the OSHA bloodborne Pathogens Standard.
Exposure Determination	how and when occupational exposure occurs and which job classifications and/or individuals are at risk of exposure without regard to the use of personal protective equipment.
Exposure Incident	a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.
Handwashing Facilities	a facility providing an adequate supply of running potable water, soap and single use towels, medicated towelettes or hot air drying machines.
HBV	Hepatitis B Virus.
HIV	Human Immunodeficiency Virus.
Licensed Health care Professional	a person whose legally permitted scope and practice allows him or her to independently perform the activities required by paragraph (f) of the standard: hepatitis B vaccination and post exposure evaluation and follow-up. (In Wisconsin only a licensed physician meets definition).
Medical Consultation	a consultation which takes place between an employee and a licensed healthcare professional for the purpose of determining the employee's medical condition resulting from exposure to blood or other potentially infectious materials, as well as any further evaluation or treatment that is required.
Mucus	a thick liquid secreted by glands, such as those lining the nasal passages, the stomach and intestines, the vagina, etc.
Mucous Membranes	a surface membrane composed of cells which secrete various forms of mucus, as in the lining of the respiratory tract and the gastrointestinal tract, etc.
Occupational Exposure	a reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious

materials that may result from the performance of an employee's duties.

OSHA

the Occupational Safety and Health Administration of the U.S. Department of Labor; the Federal agency with safety and health regulatory and enforcement authorities for most U.S. industry and business.

Other Potentially Infectious Materials (OPIM)

(1) the following human body fluids: semen, vaginal secretions, menstrual blood, vomit, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids; (2) any unfixed tissue or organ (other than intact skin) from a human (living or dead); and (3) HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

Parenteral

piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions.

Pathogen

a bacteria or virus capable of causing infection or disease.

Pericardial Fluid

fluid from around the heart.

Pericardium

the sheath of tissue encasing the heart.

Peritoneal Fluid

the clear straw-colored serous fluid secreted by the cells of the peritoneum.

Peritoneum

the lining membrane of the abdominal (peritoneal) cavity. It is composed of a thin layer of cells.

Personal Protective Equipment

specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (i.e., uniforms, pants, shirts or blouses) not intended to function as protection against a hazard are not considered to be personal protective equipment. Personal protective equipment may include, but is not limited to, gloves, gowns, laboratory coats, face shields or masks and eye protection equipment, and mouthpieces, resuscitation bags, pocket masks, or other ventilation devices. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membrane under nominal conditions of use and for the duration of time which the protective equipment is used.

Pleural

the membrane lining the chest cavity and covering the lungs. It is made up of a thin sheet of cells.

Pleural Fluid	fluid from the pleural cavity.
Production Facility	a facility engaged in industrial-scale, large-volume or high concentration production of HIV or HBV.
Prophylaxis	the measures carried out to prevent diseases.
Regulated Waste	liquid or semi-liquid blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.
Research Laboratory	a laboratory producing or using research-laboratory-scale amounts of HIV or HBV. Research laboratories may produce high concentrations of HIV or HBV but not in the volume found in production facilities.
Serous Fluids	liquids of the body, similar to blood serum, which are in part secreted by serous membranes.
Source Individual	any individual, living or dead, whose blood or other potentially infectious materials may be a source of occupational exposure to the employee. Examples include, but are not limited to, hospital and clinic patients; clients in institutions for the developmentally disabled; trauma victims; clients of drug and alcohol treatment facilities; residents of hospices and nursing homes; human remains; and individuals who donate or sell blood or blood components.
Sterilize	the use of a physical or chemical procedure to destroy all microbial life including highly resistant bacterial endospores.
Synovial Fluid	the clear amber fluid usually present in small quantities in a joint of the body (i.e., knee, elbow).
Universal Precautions	an approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other bloodborne pathogens.
Vascular	pertaining to or composed of blood vessels
Work Practice Controls	controls that reduce the likelihood of exposure by altering the manner in which the task is performed.

Appendix A

City of Gig Harbor
ACCIDENT/ILLNESS REPORT

Instructions: In order for all claims to be filed correctly, this form must be filled out completely and accurately. PLEASE PRINT.	
Name and Title of Injured Employee:	Date and Time Incident Occurred: Address Where Incident Occurred:
Address and Phone Number of Injured Employee:	Date and Time Incident Was Reported:
Assigned Department:	Last Day Worked: Any missed time from work? <input type="checkbox"/> Yes <input type="checkbox"/> No List dates:
Names of Witnesses: _____ _____ _____	Address and Phone Numbers of Witnesses If Not Employees: _____ _____
Description of Incident: 	
What parts of your body were injured: 	
Did you see a doctor about this injury/illness? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, whom did you see?	Doctor's Phone Number:
Date:	Time:
Signature:	Date
Received by:	Date

Appendix B

City of Gig Harbor
ACCIDENT INVESTIGATION REPORT

EMPLOYEE NAME	DATE OF INJURY	TIME OF INJURY
DEPARTMENT	JOB TITLE	HOW LONG ON THIS JOB?
What happened? _____ _____ _____ _____ _____		Describe what took place or what caused you to make this investigation.
Why did it happen? _____ _____ _____ _____		Get all the facts. Study the job and the situation. Ask WHY- WHAT-WHERE- WHO- HOW
What should be done? _____ _____ _____ _____		Determine which people, equipment, and materials require additional attention
What have you done? What will you do? _____ _____ _____ _____		Determine which people, equipment, and materials require additional attention
Was personal protective equipment needed? Yes_____ No_____		
Personal protective equipment available? Yes_____ No_____		
Corrective action to be taken for unsafe act (discipline, training, warning, etc)		
Is modified light duty available for this worker? If yes, describe:		
Investigated by:	Date	Reviewed by:
		Date

Appendix C

City of Gig Harbor
MODIFIED WORK FORM

Date: _____ Contact Phone: _____

Section A (completed at site)

Employee Name:	DOB:
Claim #:	Date of Injury/Illness:
Description of Injury:	
Treatment Given:	
I authorize the release of any relevant medical information/records related to my current medical condition to (your company) for the purpose of enabling them to develop a written rehabilitation plan to assist me in returning to work.	
Signature:	
Date:	

Section B (completed by physician)

Walking/Standing:	<input type="checkbox"/> Only short distances No more than <input type="checkbox"/> 2 hrs	<input type="checkbox"/> No kneeling / squatting <input type="checkbox"/> 4 hrs	<input type="checkbox"/> 6 hrs <input type="checkbox"/> 8 hrs <input type="checkbox"/> 10hrs
Lifting/Carrying:	No more than <input type="checkbox"/> 2 hrs No more than <input type="checkbox"/> 10 lbs	<input type="checkbox"/> 4 hrs <input type="checkbox"/> 20 lbs	<input type="checkbox"/> 6 hrs <input type="checkbox"/> 8 hrs <input type="checkbox"/> 10hrs <input type="checkbox"/> 30 lbs <input type="checkbox"/> 40 lbs <input type="checkbox"/> 50 lbs
Pushing/Pulling:	No more than <input type="checkbox"/> 2 hrs No more than <input type="checkbox"/> 10 lbs	<input type="checkbox"/> 4 hrs <input type="checkbox"/> 20 lbs	<input type="checkbox"/> 6 hrs <input type="checkbox"/> 8 hrs <input type="checkbox"/> 10hrs <input type="checkbox"/> 30 lbs <input type="checkbox"/> 40 lbs <input type="checkbox"/> 50 lbs
Manual Dexterity:	<input type="checkbox"/> Left <input type="checkbox"/> Limited use of hand(s) <input type="checkbox"/> Right No more than <input type="checkbox"/> 2 hrs	<input type="checkbox"/> 4 hrs <input type="checkbox"/> 6 hrs <input type="checkbox"/> 8 hrs <input type="checkbox"/> 10hrs	Not able to: <input type="checkbox"/> Write <input type="checkbox"/> Sort
Repetitive Motion:	<input type="checkbox"/> Left <input type="checkbox"/> Short periods <input type="checkbox"/> Right No more than <input type="checkbox"/> 2 hrs	<input type="checkbox"/> 4 hrs <input type="checkbox"/> 6 hrs <input type="checkbox"/> 8 hrs <input type="checkbox"/> 10hrs	<input type="checkbox"/> Self paced
Climbing Stairs/ladders:	<input type="checkbox"/> No ladder climbing	<input type="checkbox"/> No stair climbing	<input type="checkbox"/> Short flights at own pace
Medication(s) causing sedation/drowsiness:			
Miscellaneous:	<input type="checkbox"/> No working with arms above shoulder level <input type="checkbox"/> No operating mobile equipment <input type="checkbox"/> Vision is a potential safety hazard	<input type="checkbox"/> Ground level work only <input type="checkbox"/> No bending or twisting	Not able to work in: <input type="checkbox"/> Dust <input type="checkbox"/> Cold temperatures <input type="checkbox"/> No working near high speed/moving machinery
Worker Status			
<input type="checkbox"/> Fit for regular job	Estimated date of return to regular work:		
<input type="checkbox"/> Fit for modified work	Indicate level:	<input type="checkbox"/> Sedentary <input type="checkbox"/> Light <input type="checkbox"/> Medium <input type="checkbox"/> Heavy	
Date of reassessment:			
Comments: Physician's Signature:			Date:

Appendix D

CITY OF GIG HARBOR
SAFETY MEETING MINUTES

Date: _____ Meeting Start Time: _____ Meeting End Time: _____

Attendance:

Agenda:

Review of minutes of last Safety Meeting: Approved? Yes No

Corrections:

1. Progress report on last meeting's "To Do" list.

2. Any hazards reported during this time period?

3. Describe any injury/ near miss investigations conducted since last meeting. Did you identify and correct the cause of the unsafe situation (s)?

4. Suggested updates to our Accident Prevention Program.

5. Other concerns:

To Do List:

Assigned to:

Due Date:

Minutes written by: _____

Next Meeting Date: _____ Location: _____

**** Keep the minutes of meeting for one year.***

Appendix E **Washington Good Samaritan Act**

WAC 4.24.3000

Persons rendering emergency care or transportation - Immunity from liability - Exclusion.

Any person, including but not limited to a volunteer provider of emergency or medical services, who without compensation or the expectation of compensation renders emergency care at the scene of an emergency or who participates in transporting, not for compensation, therefrom an injured person or persons for emergency medical treatment shall not be liable for civil damages resulting from any act or omission in the rendering of such emergency care or in transporting such persons, other than acts or omissions constituting gross negligence or wilful or wanton misconduct. Any person rendering emergency care during the course of regular employment and receiving compensation or expecting to receive compensation for rendering such care is excluded from the protection of this subsection. [1985 c 443.19; 1975 c 58.1.]

(Severability - Effective date - 1985 c 443: See notes following RCS 7.69.010.)

4.24.310

Persons rendering emergency care or transportation - Definitions.

For the purposes of RCW 4.24.300 the following words and phrases shall have the following meanings unless the context clearly requires otherwise: (1) "Compensation" has its ordinary meaning but does not include nominal payments, reimbursement for expenses, or pension benefits.

(2) "Emergency Care" means care, first aid, treatment, or assistance rendered to the injured person in need of immediate medical attention and includes providing or arranging for further medical treatment or care for the injured person. Except with respect to the injured person or persons being transported for further medical treatment or care, the immunity granted by RCW 4.24.300 does not apply to the negligent operation of any motor vehicle.

(3) "Scene of an emergency" means the scene of an accident or other sudden or unexpected event or combination of circumstances which calls for immediate action other than in a hospital, doctor's office, or other place where qualified medical personnel practice or are employed.

Appendix F (page 1 of 3)

City of Gig Harbor
JOB HAZARD ANALYSIS ASSESSMENT

Instructions

1. **Conduct a walk through survey of your business.** For each job/task step, note the presence of any of the following hazard types (see table below), their sources, and the body parts at risk. Fill out the left side of the hazard assessment form (for help, see samples on p.29-30 in the guide). Gather all the information you can.

- Look at all steps of a job and ask the employee if there are any variations in the job that are infrequently done and that you might have missed during your observation.
- For purposes of the assessment, assume that no PPE is being worn by the affected employees even though they may actually be wearing what they need to do the job safely.
- Note all observed hazards. This list does not cover all possible hazards that employees may face or for which personal protective equipment may be required. Noisy environments or those which may require respirators must be evaluated with appropriate test equipment to quantify the exposure level when overexposure is suspected.

Hazard Type	General Description of Hazard Type
Impact	Person can strike an object or be struck by a moving or flying or falling object.
Penetration	Person can strike, be struck by, or fall upon an object or tool that would break the skin.
Crush or pinch	An object(s) or machine may crush or pinch a body or body part.
Harmful Dust	Presence of dust that may cause irritation, or breathing or vision difficulty. May also have ignition potential.
Chemical	Exposure from spills, splashing, or other contact with chemical substances or harmful dusts that could cause illness, irritation, burns, asphyxiation, breathing or vision difficulty, or other toxic health effects. May also have ignition potential.
Heat	Exposure to radiant heat sources, splashes or spills of hot material, or work in hot environments.
Light (optical) Radiation	Exposure to strong light sources, glare, or intense light exposure which is a byproduct of a process.
Electrical Contact	Exposure to contact with or proximity to live or potentially live electrical objects.
Ergonomic hazards	Repetitive movements, awkward postures, vibration, heavy lifting, etc.
Environmental hazards	Conditions in the work place that could cause discomfort or negative health effects.

2. **Analyze the hazard.** For each job task with a hazard source identified, use the Job Hazard Analysis Matrix table and discuss the hazard with the affected employee and supervisor. Fill out the right side of the hazard assessment form:

- Rate the SEVERITY of injury that would *reasonably* be expected to result from exposure to the hazard.
- Rate the PROBABILITY of an accident actually happening.

Appendix F (page 2 of 3)

Job Hazard Analysis Matrix						
Severity of Injury		Probability of an Accident Occurring				
Level	Description	A Frequent	B Several Times	C Occasional	D Possible	E Extremely Improbable
I	Fatal or Permanent Disability	1	1	1	2	3
II	Severe Illness or Injury	1	1	2	2	3
III	Minor Injury or Illness	2	2	2-3	3	3
IV	No Injury or Illness	3	3	3	3	3

Assign a RISK CODE based upon the intersection of the SEVERITY and PROBABILITY ratings on the matrix.

Risk Priority		
Code	Risk Level	Action Required
1	High	Work activities must be suspended immediately until hazard can be eliminated or controlled or reduced to a lower level.
2	Medium	Job hazards are unacceptable and must be controlled by engineering, administrative, or personal protective equipment methods as soon as possible.
3	Low	No real or significant hazard exists. Controls are not required but may increase the comfort level of employees.

3. **Take action on the assessment.** Depending on the assigned Risk Level/Code (or Risk priority), take the corresponding action according to the table above:

- If Risk priority is LOW (3) for a task step → requires no further action.
Note: If you assign a risk code of 3, be sure that there isn't a WISHA standard that requires specific protection be provided. For example: WAC 296-24-65003 requires personal protective equipment when using compressed air for cleaning.
- If Risk priority is MEDIUM (2) → select and implement appropriate controls.
- If Risk priority is HIGH (1) → immediately stop the task step until appropriate controls can be implemented.

A high risk priority means that there is a reasonable to high probability that an employee will be killed or permanently disabled doing this task step and/or a high probability that the employee will suffer severe illness or injury!

4. **Select PPE:**

- Try to reduce employee exposure to the hazard by first implementing engineering, work practice, and/or administrative controls. If PPE is supplied, it must be appropriately matched to the hazard to provide effective protection, durability, and proper fit to the worker. Note the control method to be implemented in the far right column.

5. **Certify the hazard assessment:**

- Certify on the hazard assessment form that you have done the hazard assessment and implemented the needed controls.
- Incorporate any new PPE requirements that you have developed into your written accident prevention program.

Appendix F (page 3 of 3)

Job Hazard Analysis for Personal Protective Equipment (PPE) Assessment

Job/Task: _____ Location: _____

Job/Task Step	Hazard Type	Hazard Source	Body Parts At Risk	Severity	Probability	Risk Code	Control Method¹

(1) Note: Engineering, work practice, and/or administrative hazard controls such as guarding must be used, if feasible, before requiring employees to use personal protective equipment.

Certification of Assessment

*Name of work place: **CITY OF GIG HARBOR** *Address: **3510 Grandview Street**

*Assessment Conducted By: _____ Title: _____ *Date(s) of Assessment: _____

Implementation of Controls Approved By: _____ Title: _____ Date: _____

Appendix G

City of Gig Harbor
HEPATITIS B VACCINATION RECORD

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration and the benefits of being vaccinated. I also understand that the vaccine and vaccination series will be offered free of charge.

I, _____, have completed the following inoculations using:

_____ Recombivax-HB Vaccine or
_____ Enerix-B Vaccine

Inoculation 1 Date: _____ Given at: _____
 Inoculation 2 Date: _____ Given at: _____
 Inoculation 3 Date: _____

at: _____

Given

Appendix H

City of Gig Harbor
HEPATITIS B VACCINE DECLINATION FORM

Facility Name: CITY OF GIG HARBOR – 3510 Grandview Street, Gig Harbor, WA 98335

I understand that due to my occupational exposure to blood or other potentially infectious materials (OPIM), I may be at risk of acquiring hepatitis B virus (HBV) infection.

You have given me the opportunity to be vaccinated with the hepatitis B vaccine, at no charge to myself.

However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials, and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

I have already received the hepatitis B vaccination series.

Employee's Name (Print)

Employee's Signature

Date

Appendix I-1

City of Gig Harbor
EMPLOYEE MEDICAL RECORD CHECKLIST

NAME: _____

SOCIAL SECURITY NUMBER: _____

LOCATION: _____

JOB CLASSIFICATION: _____

Attach a copy of the employee's hepatitis B vaccination record or declination form. Attach any additional medical records relative to hepatitis B.

Brief Description of Exposure Incident: _____

Log and attach copy of: (Check all that apply)

- The information provided to the health care professional
- The Exposure Incident Investigation Report
- The results of the source individual's blood testing, if consent for release has been obtained and results are available
- The health care professional's written opinion

Brief Description of Exposure Incident: _____

Log and attach a copy of: (Check all that apply)

- The information provided to the health care professional
- The Exposure Incident Investigation Report
- The results of the source individual's blood testing, if consent for release has been obtained and results are available
- The health care professional's written opinion

Appendix I-2

City of Gig Harbor
EXPOSURE INCIDENT INVESTIGATION FORM

Date of Incident	Time of Incident
Location	Person(s) Involved

Potentially Infectious Materials Involved	
Type	Source
Circumstances (what was occurring at the time of the incident)	
How the incident was caused (accident, equipment malfunction, and so forth; list any tool, machine, or equipment involved)	
Personal protective equipment and engineering controls being used at the time of the incident	
Actions taken (decontamination, clean-up, reporting, and so forth)	
Training of employee	
Recommendations for avoiding repetition of the incident, including any recommended changes to the ECP (Exposure Control Plan)	

Appendix J

City of Gig Harbor
POST-EXPOSURE EVALUATION AND FOLLOW-UP CHECKLIST

The following steps must be taken, and information transmitted, in the case of an employee's exposure to Bloodborne Pathogens:

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
<input type="checkbox"/> Employee furnished with documentation regarding exposure to incident.	_____
<input type="checkbox"/> Source individual identified.	_____

Source Individual	
<input type="checkbox"/> Source individual's blood tested and results given to exposed employee.	_____
<input type="checkbox"/> Consent has not been able to be obtained.	
<input type="checkbox"/> Exposed employee's blood collected and tested.	_____
<input type="checkbox"/> Appointment arranged for employee with healthcare professional.	_____

Professional's Name	Phone No. or Company
<input type="checkbox"/> Documentation forwarded to healthcare professional.	_____
<input type="checkbox"/> Bloodborne Pathogens Standard.	
<input type="checkbox"/> Description of exposed employee's duties.	
<input type="checkbox"/> Description of exposure incident, including routes of exposure.	
<input type="checkbox"/> Result of source individual's blood testing.	
<input type="checkbox"/> Employee's medical records.	

Appendix K

City of Gig Harbor

NEEDLESTICKS/SHARPS EXPOSURE LOG

Instructions:

1. Complete a log for each employee exposure incident involving a sharp
2. Make a photocopy for your own record; and
3. Ensure that the form is received by your department's Worker's Compensation Department.

Employee exposed:	Social Security Number:	Phone number/ E-mail:
Department:	Supervisor:	Phone number/ E-mail:

Date and Time of Stick or contact with Sharp:	Location of Incident:	Job classification of employee:
---	-----------------------	---------------------------------

Nature of exposure:	Body part stuck:	Procedure being performed at time of exposure:
---------------------	------------------	--

Describe how the incident occurred:

Patient agitated/ hostile sharps container

Emptying on handling

Sharps information if known (Type, Brand, Model) e.g. 18g needle/ABC Medical/ "no stick" syringe:

a. Was the sharp/ needle contaminated? _____

b. If yes, what was the contaminant? _____

c. Did the device used have a retractable or self-sheathing needle? _____

d. If yes, was training provided on its proper use? _____

For the employee: What do you think could have been done to prevent this injury?

For the employer: What do you think could have been done to prevent this injury?

Employee's Signature:	Date:
-----------------------	-------

Appendix L

AWC RMSA AUTOMOBILE/VEHICLE ACCIDENT REPORT
Driver's Report of Accident

IMPORTANT INSTRUCTIONS: In case of accident, complete this report within twenty-four (24) hours, in its entirety, and send to:

AWC RMSA, 1076 FRANKLIN STREET SE, OLYMPIA, WA 98501

Please include a copy of a Washington State Police Traffic Collision Report, if available.

DO NOT DISCUSS THE ACCIDENT WITH ANYONE EXCEPT CITY OFFICIALS, THE POLICE, AND AWC RMSA REPRESENTATIVES.

CITY	Name:					Business Phone:				
	Address:				Dept. Supervisor:					
SITE OF MISHAP	Date and Time of Accident:			Location:			Weather Conditions:			
CITY VEHICLE DETAILS	Vehicle No.:	Year:	Make:	Model:	License No. and State:		V.I.N.:			
	Owner of Insured Vehicle:			Address:			Other Insurance:			
	Driver's Name:		Address:		Age:	Phone No.:	Drivers License No. and State:			
	For what purpose was vehicle being used at the time of accident?						Is driver employed by the city? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Address where vehicle may be seen:						Estimated Cost of Repair: \$			
	Specify area of damage on vehicle:									
	Have police been notified?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Were traffic citations issued?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If so, to whom?			
THIRD PARTY VEHICLE DETAILS	Vehicle Make and Year:		License No. and State:		Specify area of damage on vehicle:			Estimated repair costs: \$		
	Owner of Vehicle:			Address:				Phone:		
	Driver of Vehicle:		Address:		Age:	Drivers Lic. #:	State:	Phone:		
	Is this vehicle insured? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name of Company and Agent:							
OTHER PROPERTY OR VEHICLES DAMAGED										
PERSONS INJURED	Name:	Address:			Phone:	Extent of Injuries:	Age:	Passenger in... your car?	other car?	On foot?
	Doctor:				Hospital:					

Appendix M

Known noise levels of equipment at Shop / WWTP

Abrasive cut-off saw	115 db
Backhoe tamper	115 db
Backhoe	98 db
Bench Grinder	100 db
Case 95XT front end loader (inside shed)	93 db
Case 95XT front end loader (outside)	90 db
Chainsaw	110 db
Circular saw	102 db
Compound Miter saw	100 db
Crack Sealer (gun end)	85 db
Crack Sealer (near engine)	96 db
Drill	93 db
Electric grinder	99 db
Finish nailer	101 db
Framing nailer	125 db
Gas yard blower	93 db
Hand held tamper.....	108 db
High pressure washer	95 db
Hilti Roto-hammer	87 db
Ingersoll Rand air compressor (idle)	85 db
Ingersoll Rand air compressor (jack hammering).....	92 db
Jackhammer.....	105 db
Jackhammer.....	114 db
Jigsaw	94 db
Milwaukee Sawzall.....	103 db
Power Mower	96 db
Vactor (@ front controls, 2000 RPM)	89 db
Vactor (@ front controls, fan running)	108 db
Vactor (@front controls, idle)	79 db
Vactor (@side controls).....	100 db
Vermeer 1250 chipper (revved up, no wood).....	102 db
Vermeer 1250 chipper.....(idle)	89 db
Weed eater.....	95 db
Wood planer.....	114 db
Wood Router	110 db

Protection required

80 dB	none, (but hearing protectors, annual audiograms and training recommended.
85 dB	Noise Survey, annual audiograms, adequate hearing protectors, training
90 dB	same as above, plus engineering or administrative controls where feasible.
95 dB	Same as above.
100 dB	Same as above, plus earmuffs over earplugs

Subject: Rosedale Street Sidewalk – Shirley Ave. to Skansie Ave. Project (CSP-1103)
-- Consultant Services Contract with H.W. Lochner for design services

Proposed Council Action: Approve and authorize the Mayor to execute a Consultant Services Contract with H.W. Lochner for an amount not to exceed \$75,429.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE
City Engineer 

For Agenda of: June 27, 2011

Exhibits: Consultant Services Contract

	Initial & Date
Concurred by Mayor:	<u>CLH 6/27/11</u>
Approved by City Administrator:	<u>POK</u>
Approved as to form by City Atty:	<u>via email 6/20/11</u>
Approved by Finance Director:	<u>DP 6/22/11</u>
Approved by Department Head:	<u>S 6/21/11</u>

Expenditure Required	\$75,429	Amount Budgeted	see Fiscal Considerations below	Appropriation Required	0
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INFORMATION / BACKGROUND

The Rosedale Street Sidewalk Improvement Project between Shirley Avenue and Skansie Avenue provides a significant pedestrian connection east and west of SR-16 closing a gap along Rosedale Street with improved pedestrian access from residential areas towards downtown, to three schools, two churches and connection to Cushman Trail and a local park. H.W. Lochner will work to provide final design plans and documents.

FISCAL CONSIDERATION

The City has procured a State of Washington Transportation Improvement Board (TIB) Grant in the amount of \$200,000 of which \$23,230 is allocated for design, and \$176,770 for construction. The combining design and construction cost is estimated to be at \$650,000, with a City match of \$450,000. Funding for this project is proposed to come from the HBZ funding option. When HBZ funds are receipted later this year, the net design cost to the City will be \$52,199. This project will be incorporated in the Fall 2011 Budget Amendment.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Consultant Services Contract with H.W. Lochner for the Rosedale Street Sidewalk Project in the not-to-exceed amount of \$75,429.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
H.W. LOCHNER, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and H.W. Lochner, Inc., a Corporation organized under the laws of the State of Washington located and doing business at 4224 6th Ave. SE, Bldg. 2C, Lacey, WA 98503 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Rosedale Street Sidewalk Project (from Shirley Ave. to Skansie Ave.) 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 June 17, 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seventy Five Thousand Four Hundred Twenty-Nine Dollars and no Cents (\$75,429.00) 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 – Scope of Services**, 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 – Summary of Project Costs**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at

rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 30, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability

policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
H.W. Lochner, Inc.

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.

ATTN: Al King, P.E.
Senior Project Manager
4224 6th Ave. SE, Bldg. 2C
Lacey, WA 98503
(360) 438-2837

City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 201__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Rosedale Street NW Sidewalk Improvements Shirley Avenue to Skansie Avenue

SCOPE OF SERVICES

The Rosedale Street NW - Sidewalk Improvement Project between Shirley Avenue and Skansie Avenue (approximately 0.38 miles) provides a significant pedestrian connection east and west of SR 16 closing a gap along Rosedale Street with improved pedestrian access from residential areas towards downtown, to three schools, two churches and connection to Cushman Trail and a local park.

The purpose of this work plan is to:

- Work with the City to develop the preliminary design support the City in analyzing and documenting the environmental impacts associated with the proposed improvements.
- Prepare the final design plans and documents to implement the project.

The work will be conducted over an approximate 7-month period beginning approximately June 15, 2011 and being completed by December 1, 2011.

The following is a summary of the approach for the work plan for this project.

Project Assumptions

For the purposes of budgeting, the anticipated length of the project will be approximately 7-months.

The City will conduct one public meeting, as part of a council meeting or workshop.

- The City will provide the logistical support to reserve all meeting locations.
- The City will prepare a summary of the meeting and public comments.

No traffic analysis and safety analysis will be conducted as part of the work scope.

No right-of-way needs are anticipated for this project.

No geotechnical analysis or infiltration rate tests.

A single luminaire will be added near the Cushman Trail.

Conduit only will be provided for future pedestrian lighting.

The City will coordinate all electrical connections.

The City will provide environmental permitting to include:

- An independent contract with a third party to delineate the wetlands within and adjacent to the project area on the north side of Rosedale Street.
- SEPA compliance.
- All permits needed for the project.

No irrigation will be incorporated into the project. Landscaping will be limited to hydroseeding of disturbed areas. Additional landscaping materials and installation will be provided by the City.

Utility relocations will not be necessary.

Traffic control plans will be provided by the contractor for City approval.



Rosedale Street NW Sidewalk Improvements Shirley Avenue to Skansie Avenue

Pavement to be replaced will be based on the City standard section for a Neighborhood Collector classification: 4" Asphalt Concrete, 2" Crushed Surfacing Top Course, and 16" of Ballast.

Contract specifications will conform to the 2010 WSDOT Specifications and City of Gig Harbor Public Works Standards.

70% submittal will have no more than two review opportunities by the City. 100% submittal will have no more than one review opportunity by the City. Additional reviews will be subject to additional fees.

TASK 1: Project Administration

The Consultant shall be responsible for on-going management of the consultant team for this project in accordance with the provisions of the Agreement. On-going management will include seeing the work completed on time and within the Agreement budget. The Consultant shall:

- Provide a monthly status/progress report with monthly invoices to the City that will describe work performed by the Consultant Team members during the current reporting period.
- Meet with the City each month during the project to review the overall project status, schedule, budget and outstanding issues. These meetings may be in the City's offices, the Consultant office or through telephone conference calls. For purposes of estimating time required for this sub element, it is assumed that 7 meetings will be held during the project and will include preparation time. It is also assumed that three of these meeting will be held at the City's Office and the other four meetings will be conducted via telephone conference calls.
- Maintain regular contact with the City Project Manager and maintain regular coordination with City staff for this project in accordance with the provisions of the Agreement. Regular coordination with the City will include involving the City staff in all aspects of the project. One meeting will be held at the City's offices to review work and the other communication will be conducted through e-mails and telephone calls.

Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices

TASK 2: Public Involvement

The Consultant will prepare graphics of design drawings for the public meeting / council meeting and make a presentation of the findings and design of the improvements.

Deliverables:

- Graphics for community/council meeting

TASK 3: Topographical Survey and Base Mapping (Prizm Surveying)

Perform office research of the City of Gig Harbor's, Pierce County's and the Department of Natural Resources Records for relevant monumentation, Right of way and Control surveys in the vicinity of the project area.



THE MARITIME CITY

Rosedale Street NW Sidewalk Improvements Shirley Avenue to Skansie Avenue

Perform a random field traverse of GPS survey locating (visible) survey monumentation and vertical control as recoverable through a diligent search, necessary for the determination of Rosedale Street Right of Way and the Topographic Survey. Horizontal datum will be NAD 1983 HARN State Plane South FIPS 4602 feet. Vertical datum will be NGVD 29.

The Consultant will provide a topographical survey with existing right-of-way, utilities, and other existing features, including but not limited to: curbs, sidewalks, ramps, face of buildings, poles, fences, utilities, valve boxes, manholes, ditches, driveways, structures, culverts, trees, signs, grade breaks, pavement limits and elevations, toe and top of walls, overhead utilities existing centerline, existing stripping, top of curb and edge of pavement within the project area. The survey area will include all of Rosedale Street from 50-feet west of Skansie Avenue to 50-feet east of Shirley Avenue. The survey area will also extend to the right-of-way or 10-feet beyond the toe of slope along the north side of Rosedale Street and 10-feet beyond the edge of pavement of the south side of Rosedale Street. The survey will tie to existing boundary monuments.

The Consultant will prepare a base map from the surveys, utility and right-of-way information. The Consultant shall establish a project centerline with stationing for the preferred alternative. A DTM created from survey data shall depict the actual surface shape in each section. Topographic data for this project must be gathered by techniques consistent with preparing a DTM with two-foot contours. Consultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. Consultant shall conduct the topographic survey to establish the configuration of the ground and the location of natural and man made objects.

The Consultant will conduct a field walk through to verify the base mapping.

Deliverables:

- AutoCAD Base Map drawing files suitable for the preparation of plans, and other deliverables.
- Survey Notes.
- DTM with two-foot contours.

TASK 4: Preliminary Design (30% Design)

Under this task, the Consultant will prepare the preliminary (30%) roadway. It is envisioned that the community meeting will be held to review these plans to receive public comments prior to finalizing the design.

Preliminary Conceptual Sidewalk Plans: The Consultant will prepare preliminary sidewalk and drainage plans to add sidewalks along the north side of Rosedale Street between Shirley Ave and Skansie Avenue, using the base map and DTM developed in Task 3. This work will include development of typical sections, 1" = 20' plans, driveway adjustments, utility impacts, and gravity wall locations, if needed. It is not anticipated that the roadway horizontal or vertical alignment will be altered.

Conceptual Drainage Plans: The Consultant will prepare a limited technical memorandum discussing the preferred stormwater management BMP. It is anticipated that a rain garden is acceptable to meet water quality and flow control requirements and can be installed within



Rosedale Street NW Sidewalk Improvements Shirley Avenue to Skansie Avenue

existing right-of-way. Stormwater runoff modeling for flow control, water quality or infiltration testing is not included.

Conceptual Cost Estimate: The Consultant will prepare a conceptual level cost estimate using the plans developed above.

Deliverables:

- Conceptual alignment and profile plans, typical sections, and channelization plans.
- Two copies of the Technical Memorandum discussing the drainage options and showing the layout of the proposed system for water quality and quantity for the City and two copies for the Consultant team.
- Conceptual cost estimates for preliminary design shall be completed in accordance with the standard WSDOT bid items.

TASK 5: Geotechnical Investigations

The Consultant will not provide a geotechnical information report; stormwater infiltration facility, wall and luminaire pole foundations will be designed or specified based on similar project experience and a 'Removal of Unsuitable Materials' item will be included in the bid schedule.

The Consultant's approach is based on the understanding that limited resources are available. Therefore, the design documents will be based on the following understanding and assumptions. If these assumptions are incorrect, additional services and studies may be required.

- The native ground is underlain by less than 3 feet of colluvium or alluvium, which is underlain by Vashon age glacial deposits shown on the Gig Harbor geologic map (recessional outwash, ice contact drift, glacial till, and/or advance outwash). No soft ground is present beneath or adjacent to the existing roadway fill.
- Retaining walls may be used to limit right-of-way and/or wetland encroachment, the retaining walls will be less than 8 feet high and geotechnical analysis is not required.
- Infiltration will be used where practical to manage stormwater runoff. Infiltration alternatives may include, rain gardens, bioswales and buried infiltration facilities, infiltration testing is not required.
- No contamination is present at the site.

TASK 6: Environmental Analysis and Documentation

The Consultant will provide information about the project's design for use in the environmental document.

Deliverables:

- Preliminary design documents for use as exhibits, as requested.



Rosedale Street NW Sidewalk Improvements Shirley Avenue to Skansie Avenue

TASK 7: Final Design

This task will include the development of the interim (70%) plans, and final (100%) PS&E plans for the sidewalk improvements.

7.1 Interim 70 % Project Design The Consultant will prepare the interim project plans including traffic calming near the Cushman trail, channelization, illumination, signing, driveways, drainage and erosion control, and landscaping plans. The Consultant will also develop special provisions and cost estimate.

7.1.1 Roadway Plans and Typical Sections: The Consultant will prepare a preliminary roadway plan showing roadway revisions for median barrier or traffic calming features.

7.1.2 Sidewalk Plans and Typical Sections: The Consultant will develop the sidewalk plan and profile plans, finalize the typical sections, develop cross sections.

7.1.3 Drainage Plans: The Consultant will prepare drainage plans. The drainage analysis will match proposed improvements to existing pipes, ditches and discharge points. The Consultant will also prepare erosion control plans for the project.

7.1.4 Channelization and Signage Plans: The Consultant will prepare the channelization and signage plans which will include the proposed curbs and gutters, pavement markings, permanent signing and miscellaneous details.

7.1.5 Wall Plans: The Consultant will prepare preliminary plans for gravity retaining walls, showing location, size and details. Wall profiles are not anticipated.

7.1.6 Illumination Plans: The Consultant will develop an illumination plan for a single luminaire near Cushman Trail and conduit future pedestrian lighting with pole locations.

7.1.7 Landscaping: The Consultant will prepare preliminary landscaping plans in accordance with City requirements providing for the future plantings. This contract will only including hydro-seeding of the distributed areas. The work will include the roadway median, planter strips and mitigation for property impacts.

7.1.8 Cost Estimate: The Consultant will calculate quantities and prepare an estimate of construction costs using bid items.

7.1.9 Specifications: The Consultant will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for these items not included or are changed from the standard specifications. The Consultant will prepare the complete specification package for the project.

Deliverables:

- Two sets of Interim 70% Project Plans, Specifications and Construction Estimate for the City and two sets for the consultant team.

7.2 Final 100% PS&E Design

Based on City's comments from their review of the interim plans and specifications, the Consultant will prepare the final project design plans including sidewalk, gravity walls, channelization, illumination, signing, driveways, drainage and erosion control, and landscaping.



Rosedale Street NW Sidewalk Improvements Shirley Avenue to Skansie Avenue

The Consultant will also develop special provisions and cost estimate. It is assumed that there are no major changes from the preliminary design submittal and .

Deliverables:

- Camera-ready Final Project Plans, Specifications and Construction Estimate with Engineer's stamp.
- Electronic copy of all drawings (AutoCAD and PDF format), specifications (Word and PDF format) and cost estimate (Excel and PDF format) versions as determined by the City.
- Two sets (one set 11" x 17" paper and one set 22" x 34" mylar) of Final Project Plans, Specifications and Construction Estimate with Engineer's stamp for the City and two sets for the consultant team.

Task 8: Bid Assistance

The Consultant will provide assistance during the bidding process for this project. This work will include the preparation of responses to bidder's questions and preparing addenda as required. For budgeting purposes, up to 2 addenda will be assumed.

The City will prepare a summary of the bids (bid tabulation).

Deliverables:

- Written responses to bidder's questions.
- Up to 2 addenda packages.

**SUMMARY OF PROJECT COSTS
H. W. LOCHNER, INC.
Rosedale Street - Sidewalk Improvements
Preliminary and Final PS&E**

Classification	Direct Billing Hourly Cost	Total Hours	Labor Cost	Total Costs
Principal	\$ 63.18	14	\$ 885	
Project Manager	\$ 53.35	78	\$ 4,161	
Senior Engineer/Planner	\$ 46.00	124	\$ 5,704	
Design Engineer/Planner	\$ 31.96	184	\$ 5,881	
Senior Hydraulics Engineer	\$ 63.18	18	\$ 1,137	
CADD Technician	\$ 29.71	144	\$ 4,278	
Administrative	\$ 31.25	15	\$ 469	
Firm Total Hours / Salary Costs:		577	\$ 22,515	
				\$ 22,515
Labor Overhead:	164.71%			\$ 37,084
Fee:	30.00%			\$ 6,755
Total Labor Cost				\$ 66,354
Direct Reimbursable:				
Travel: Miles	600	\$ 0.510	\$ 306	
Reproduction 8.5x11		\$ 0.10	\$ -	
Reproduction 11x17	250	\$ 1.00	\$ 250	
Reproduction 22x36 Mylar	1	\$ 400.00	\$ 400	
Graphics/Miscellaneous Est.		\$ 250.00	\$ 250	
Reimbursable Subtotal:				\$ 1,206
Contract Services Subtotal -- HW Lochner, Inc.				\$ 67,560
Sub Consultants				
Prizm Surveying			\$ 7,730.00	
B & O Tax for Sub (1.8%)			\$ 139.14	
Contract Service Sub Consultants Subtotal:				\$ 7,869
CONTRACT SERVICES TOTAL COST - Rounded				\$ 75,429

Exhibit B – Summary of Project Costs

Rosedale Street - Sidewalk Improvements
HW Lochner, Inc. LABOR ESTIMATE

Task	Description	Principal Jorge	Project Manager Al	Senior Engineer/ Planner Miguel	Design Engineer/ Planner Brandon	Senior Hydraulics Engineer Jorge	CADD Technician Ed	Contract Docum Mara	TOTAL HOURS
1	Project Administration								
	Project Administration		8					4	12
	Progress Reports		8					7	15
	Project Coordination Meetings		18					4	22
	Task 1 Total	0	34	0	0	0	0	15	49
2	Public Involvement								
	Materials for Public/Council Meeting		2	4			8		14
	Participation at Meeting		4					4	4
	Topical	0	6	4	0	0	8	0	18
3	Topographical Survey & Base Mapping								
	Survey, Base Map & DTM Work								0
	Review of Mapping and DTM		8	4	4		2		18
	Task 3 Total	0	8	4	4	0	2	0	18
4	Preliminary Plans								
	Roadway Plans		2	4	8		12		26
	Sidewalk Plans & Profile		4	20	10	8	24		66
	Limited Drainage Memo and Plans		1		24	2	8		35
	Preliminary Cost Estimate		4	12					16
	Task 4 Total	0	11	36	42	10	44	0	143
5	Geotechnical Investigations								
	Review Existing Data								0
	Conduct Field Review								0
	Limited Geotechnical Analysis								0
	Preliminary Geotechnical Report								0
	Task 5 Total	0	0	0	0	0	0	0	0
6	Environmental Support								
	Design Material for Checklist		1		4		6		11
	Design Material for Permits		1		4		6		11
	Task 6 Total	0	2	0	8	0	12	0	22
7	Final Design								
7.1	Interim 70% Project Design								
	Roadway Plans	1	1	4	8		4		18
	Sidewalk Plans and Typical Sections	1	1	10	24		18		54
	Drainage Plans		1	14	8		12		35
	Channelization and Signing Plans	2	1	4	12		4		23
	Wall Plans		1	4	16		4		25
	Illumination Plans		1	4			4		9
	Landscaping		1	4			4		9
	Cost Estimate	2	1	8	8				19
	Specifications	2	1	12					15
7.2	Final 100% PS&E Plans								
	Final Plans	2	2	12	32		20		68
	Final Specifications	2	1	6					9
	Final Cost Estimate	2	1	8	8				19
	Task 7 Total	14	13	76	122	8	70	0	303
8	Bid Assistance								
	Responses to Bidders/Adenda		4	4	8		8		24
	Bid Summary (by city)								0
	Task 8 Total	0	4	4	8	0	8	0	24
	TOTAL HOURS	14	78	124	184	18	144	15	577

SUMMARY OF PROJECT COSTS
PriZm Surveying
Rosedale Street - Sidewalk Improvements
Field Survey

Classification	Direct Billing Hourly Cost	Total Hours	Labor Cost	Total Costs
Professional Land Surveyor	\$ 95.00	6	\$ 570	
2 Man Survey Crew	\$ 125.00	38	\$ 4,750	
Survey Technician	\$ 85.00	28	\$ 2,380	
Administrative	\$ 60.00	1	\$ 30	
Firm Total Hours / Salary Costs:		73	\$ 7,730	
Total Labor Cost				\$ 7,730
Direct Reimbursable:				
Travel: Miles			\$ -	
			\$ -	
Reimbursable Subtotal:			\$ -	
Phase 1 Contract Services Subtotal -- PriZm Surveying			\$ 7,730	
Sub Consultants				
Phase 1 Contract Service Sub Consultants Subtotal:			\$ -	
Phase 1 CONTRACT SERVICES TOTAL COST - Rounded			\$ 7,730	

Exhibit B – Summary of Project
Costs

Rosedale Street - Sidewalk Improvements
PriZm Surveying LABOR ESTIMATE

Task	Description	Professional Land Surveyor	2 Man Survey Crew	Survey Technician	Administrative			TOTAL HOURS
3	Topographical Survey & Base Mapping							
	Survey	6	38	28	1			73
	Task 3 Total	6	38	28	1	0	0	73
	TOTAL HOURS	6	38	28	1	0	0	73



**Business of the City Council
City of Gig Harbor, WA**

Subject: 2011 Water Main Improvement and Replacement Project – Construction Contract Award

Proposed Council Action: Award and authorize the Mayor to execute a Public Works Contract with Wm. Dickson Co. in an amount not exceed \$850,997.84 for the award of Bid Schedules B, C, D, and E of the 2011 Water Main Improvement and Replacement Project Contract Documents and authorize the City Engineer to approve additional expenditures up to \$40,000 to cover any cost increases that may result from contract change orders.

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Langhelm *JL*

For Agenda of: June 27, 2011

Exhibits: Public Works Contract and Bid Tab

Initial &
Date

Concurred by Mayor: _____
Approved by City Administrator: *RJK*
Approved as to form by City Atty: *APPROVED VIA EMAIL 6/20/11*
Approved by Finance Director: *DP 6/22/11*
Approved by Department Head: _____

Expenditure Required	\$ 890,997.84	Amount Budgeted	\$ 1,110,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City of Gig Harbor routinely budgets for the improvement and replacement of existing water mains throughout the City in accordance with the adopted Water System Plan. For the 2011 Budget, the City Council identified two separate capital projects to improve the City's water system. These improvements and replacements have been designed into one project that includes (1) replacement of undersized water main between the City's Shurgard Water Tank and Soundview Drive and (2) replacement of approximately 2,000 LF of asbestos cement water main in the area of Lewis Street and Shyleen Street.

Due to possible lower than anticipated construction prices, staff prepared the contract documents to include one base bid schedule (Sch B – AC Water Mains) and four additive bid schedules (Sch A – TPU ROW Water Main, Sch C – Pioneer Way Sta 0+81 to 2+60, Sch D – Pioneer Way Sta 4+50 to End, and Sch E – Butler Drive). Each additive bid schedule includes water system improvements also identified in the City's Water System Plan.

The City has been waiting on a final permit from Tacoma Public Utilities in order to perform the work described in Schedule A. Unfortunately, at the time of award, the City has still not received the final permit. Therefore staff recommends Schedule A not be awarded at this time.

BID RESULTS

The 2011 Pavement Maintenance and Repair Project was bid using the City's Public Works

bidding process. The Engineer's Opinion of Probable Cost for Schedules A, B, C, D and E was \$1,180,000. A total of two (2) bid proposals were received by the City of Gig Harbor on June 22, 2011. Bid results from each bidder are summarized below showing a total bid amount for Bid Schedules B, C, D, and E only.

BIDDER	TOTAL BID AMOUNT
1. Wm. Dickson Co.	\$ 850,997.84
2. Kar Vel Construction	\$ 915,079.52

FISCAL CONSIDERATION

The 2011 City of Gig Harbor Budget includes funding for this work in the Water Division - Capital budget. The budget summary for this item is provided in the table below:

2011 Budget for Water Division - Capital, Objective No. 5 and 6	\$ 1,110,000
Anticipated 2011 Expenses:	
Schedule A – TPU ROW Water Main (Additive Bid)	\$ 0.00
Schedule B – AC Water Mains (Base Bid)	(\$ 643,926.09)
Schedule C – Pioneer Way - Sta 0+81 to Sta 2+60 (Additive Bid)	(\$ 46,427.72)
Schedule D – Pioneer Way – Sta 4+50 to End (Additive Bid)	(\$ 75,325.64)
Schedule E – Butler Drive – Sta 0+00 to End (Additive Bid)	(\$ 85,318.39)
Change Order Authority for Public Works Contract	(\$ 40,000.00)
Topographic Survey Contract with Sitts & Hill (Awarded February 2011)	(\$ 27,574.00)
Remaining 2011 Budget =	\$ 191,428.16

BOARD OR COMMITTEE RECOMMENDATION

This contract work was based on recommendations provided in the City's Water System Plan and the adopted 2011 Budget adopted by City Council. This contract work was not based on a separate board or committee recommendation.

RECOMMENDATION/MOTION

Award and authorize the Mayor to execute a Public Works Contract with Wm. Dickson Co. in an amount not exceed \$850,997.84 for the award of Bid Schedules B, C, D, and E of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$40,000 to cover any cost increases that may result from contract change orders.

2011 Water Main Improvement and Replacement Project
CWP-1101

THIS AGREEMENT, made and entered into, this ____ day of _____, 2011, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and WM. Dickson Co., organized under the laws of the State of Washington, located and doing business at 3315 South Pine Street, Tacoma, WA 98409 hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to remove, abandon and dispose of existing asbestos cement water mains and related appurtenances, and complete the installation of approximately 3,700 lineal feet of 8-inch diameter water main, water testing, the material and labor for trench work and surface restoration for sidewalk, landscape, and road surface, lane striping, temporary traffic and erosion control measures, all in accordance with the Contract Documents (CWP-1101), the City of Gig Harbor Public Works Standards (most current version) and the Standard Specifications (most current version and as amended) which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Eight Hundred Fifty Thousand Nine Hundred Ninety-Seven Dollars and Eighty-Four Cents (\$ 850,997.84), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be issued by the Contracting Agency and the Contractor agrees to commence work in accordance with Section 1-08.4 of the Special Provisions. Contract time shall begin on the first "working day" following the date of the Notice to Proceed, or as amended. Work shall be physically completed within the total number of working days established in accordance with Section 1-08.5 of the Special Provisions.
2. The Contractor agrees to pay the City calculated liquidated damages for failure to complete the physical work of the Contract on time for each and every calendar day in which work remains uncompleted as liquidated damages in accordance with Standard Specification 1-08.9 and as revised and supplemented by the Special Provisions.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2010 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions.

- 5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

 Charles L. Hunter, Mayor
 City of Gig Harbor
 Date:

 Print Name: _____
 Print Title: _____
 Date: _____

ATTEST:

 City Clerk

APPROVED FOR FORM:

 City Attorney

CERTIFICATE OF APPRECIATION

This Award is Presented to

Justin Bonnell

In Appreciation of Service

For **The "Map Your Neighborhood" Program**

From **October 2010 through January 2011**

Given at **Gig Harbor Civic Center** this **27th** day of **June**

in the year **2011**

SIGNATURE



SIGNATURE

Subject: Hospital Benefit Zone Capital Improvement Plan: 2012-2016

Proposed Council Action: Approve the Attached Plan.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: June 27, 2011

Exhibits: Attached Plan

Initial & Date

Concurred by Mayor:

CLK 6/21/11

Approved by City Administrator:

RCK

Approved as to form by City Atty:

N/A

Approved by Finance Director:

infor DA 6/21/11

Approved by Department Head:

Expenditure Required	Amount Budgeted	Appropriation Required
See below		

INFORMATION / BACKGROUND

The creation of the City's Hospital Benefit Zone (HBZ) allows the City to access up to \$2 million per year of the incremental share of the State sales tax within the zone. The City enacted the HBZ sales tax credit starting July 1, 2011.

The City Council has discussed HBZ capital project priorities at several meetings over the past two months, including two study sessions. At the last City Council meeting on June 13, staff presented a draft five-year project plan for the HBZ funds. Since then the following proposed changes have been made and are brought forward for Council consideration:

- Preliminary engineering amounts for both the Burnham Drive Widening and the Harbor Hill Drive extension have been reduced. Under the reduced amount the design scope would be limited for purposes of positioning the projects for competitive grants.
- Chip seals and overlay allocations have been increased starting in year 2013.
- A 13th project has been added to the list: Gig Harbor North Park, preliminary design for grant purposes. \$50,000 of HBZ funds is recommended to be coupled with OPG's contribution to produce a conceptual design that can be brought forward to grant agencies.
- Principle and interest on the interfund loan has been adjusted accordingly

Attached is the proposed 2012-2016 capital improvement plan for HBZ funds with the above changes incorporated.

FISCAL CONSIDERATION

See attached proposed plan.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the Attached Plan.

Proposed Hospital Benefit Zone Capital Improvement Plan: 2012-2016

Proposed Sources

	2012	2013	2014	2015	2016	Total
1 HBZ State Sales Tax Credit	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
2 Interfund Loan	\$1,372,000					\$1,372,000
Total Proposed Sources	\$3,372,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$11,372,000

Proposed Uses

Projects	2012	2013	2014	2015	2016	Total
1 Rosedale Sidewalk TIB Grant Match	\$450,000					\$450,000
2 Burnham Overlay (N. Harborview to Borgen/SR16)	\$345,000					\$345,000
3 Peacock Overlay (N. Harborview to 101st St.)	\$200,000					\$200,000
4 Chip Seals & Overlays in the HBZ		\$248,000	\$300,000	\$300,000	\$300,000	\$1,148,000
5 Bujalach Lift Station and Force Main	\$1,505,000	\$645,000	\$300,000	\$300,000	\$300,000	\$2,150,000
6 Burnham Drive Widening (Preliminary Engineering Only)		\$300,000	\$300,000	\$300,000		\$600,000
7 Skansie/Rosedale Turn Lane					\$275,000	\$275,000
8 Harborview Dr. Ped & Parking (Rosedale to Stinson)			\$100,000	\$850,000		\$950,000
9 Harbor Hill Drive Extension (Preliminary Engineering Only)				\$400,000	\$400,000	\$800,000
10 Stinson/Rosedale Turn Lanes			\$280,000			\$280,000
11 Austin St. Widening & N. Harborview Closure	\$822,000					\$822,000
12 WWTP Phase II Expansion (Engineering Only)		\$600,000				\$600,000
13 Gig Harbor North Park (Prelim. Design for Grants)	\$50,000					\$50,000
Subtotal Projects	\$3,372,000	\$1,493,000	\$980,000	\$1,850,000	\$975,000	\$8,670,000

Debt Service

1 Principle Payment on Interfund Loan		\$452,000	\$920,000			\$1,372,000
2 Interest Payment on Interfund Loan	\$54,880	\$54,880	\$36,800			\$146,560
Subtotal Debt Service	\$54,880	\$506,880	\$956,800	\$0	\$0	\$1,518,560

Total Proposed Uses

Total Proposed Uses	\$3,426,880	\$1,999,880	\$1,936,800	\$1,850,000	\$975,000	\$10,188,560
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Local Match Sources

	2008-2012	2013	2014	2015	2016	Total
1 BB16 Local Sources	\$8,900,000					\$8,900,000
2 Harbor Hill Park Land Dedication	\$2,500,000					\$2,500,000
3 Harborview & Stinson Watermain Replacement (in the zone)	\$1,283,000					\$1,283,000
4 Developer SEPA Improvements & Road Dedications	\$250,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,250,000
5 Lift Station 12 (Woodhill) Upgrade		\$3,000,000				\$3,000,000
6 Gig Harbor North Well #9 Construction				\$2,400,000		\$2,400,000
7 Wastewater System Improvements	\$9,500,000		\$5,000,000			\$14,500,000
Total	\$22,433,000	\$1,000,000	\$9,000,000	\$1,000,000	\$3,400,000	\$36,833,000



Subject: Adoption of Updated Commute Trip Reduction Plan – First Reading.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk

Proposed Council Action:

For Agenda of: June 27, 2011

Motion to adopt this Commute Trip Reduction Plan Ordinance at its second reading.

Exhibits: Ordinance

Concurred by Mayor: Initial & Date CLH 6/21/11

Approved by City Administrator: POK

Approved as to form by City Atty: e-mail 6/20/11

Approved by Finance Director: [Signature]

Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final \$0 column.

INFORMATION / BACKGROUND

In 1991, the Washington State Legislature enacted the Transportation Demand Management Act and the city adopted Ordinance No. 669 to comply with the requirements of a jurisdiction with an affected employer (CenturyTel).

With the completion of St. Anthony Hospital, the City of Gig Harbor was once again a jurisdiction with an affected employer. Council adopted a resolution in 2009 as the first step in updating the plan to be in compliance with state law.

FISCAL CONSIDERATION

In 2009, Council adopted an Interlocal Agreement with Pierce County to administer the program for the city in exchange for the city's share of state funds (approximately \$3500 over a two-year period).

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Consider Commute Trip Reduction Plan Ordinance and bring back for second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REPEALING CHAPTER 10.28, COMMUTE TRIP REDUCTION PLAN OF THE GIG HARBOR MUNICIPAL CODE, ADOPTED BY ORDINANCE 669, AND ADOPTING NEW CHAPTER 10.28 GHMC, COMMUTE TRIP REDUCTION PLAN IN ACCORDANCE WITH REVISIONS MADE TO RCW 70.94.521 THROUGH 70.04.551.

WHEREAS, the Commute Trip Reduction Act (RCW 70.94.521-551) requires Pierce County affected jurisdictions to develop and implement a Commute Trip Reduction (CTR) Plan; and

WHEREAS, the City of Gig Harbor adopted Ordinance No. 669 on April 11, 1994 to adopt a Commute Trip Reduction Plan; and

WHEREAS, the City of Gig Harbor had one employer which later provided evidence that it was no longer an affected employer as defined in GHMC 10.28.030(B) and Gig Harbor City Council adopted Resolution No. 430, formally removing Gig Harbor as a city in Pierce County with an affected employer; and

WHEREAS, the City of Gig Harbor is once again an affected employer and Resolution No. 802 was adopted on September 14, 2010 reinstating the existing Commute Trip Reduction Plan as codified in Chapter 10.28 GHMC; and

WHEREAS, the 2006 Washington State Legislature made several revisions to RCW 70.94.521-551; and

WHEREAS, on March 28, 2007, at an employer workshop, CTR-affected employers discussed the benefits of employer based CTR programs, identified barriers to decreasing drive alone commute trips and identified possible solutions needed to shift mode split; and

WHEREAS, the drafting of a CTR plan was a cooperative effort between Pierce County, Pierce Transit and the other CTR-affected cities of DuPont, Fife, Lakewood, Puyallup, Tacoma and University Place; and

WHEREAS, Washington State Department of Transportation reviewed and approved the City of Gig Harbor's Draft CTR Plan on May 10, 2010; and

WHEREAS, the Puget Sound Regional Council reviewed and approved the City of Gig Harbor's Draft CTR Plan for regional consistencies on February 8, 2011; and

WHEREAS, the governor appointed Washington State Commute Trip Reduction Board unanimously approved the City of Gig Harbor's Draft CTR Plan on April 22, 2011; and

WHEREAS, on June 20, 2011, Jennifer Kester, Senior Planner for the City of Gig Harbor, concluded that the proposed CTR Plan relates solely to government procedures and is, therefore, exempt from SEPA review;

NOW, THEREFORE,

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

Section 1 Repeal. Chapter 10.28 GHMC and Ordinance No. 669 are hereby repealed in their entirety.

Section 2. Adoption of New Code. Chapter 10.28 GHMC, Gig Harbor Commute Trip Reduction is adopted as shown in Exhibit A. attached hereto and incorporated herein by reference.

Section 3. Severability. 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 4. Effective Date. This Ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

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

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

Angela Belbeck, City Attorney

FILED WITH THE CITY CLERK: 06/21/11
PASSED BY THE CITY COUNCIL: 07/11/11
DATE PUBLISHED: 07/20/11
DATE EFFECTIVE: 07/25/11

City of Gig Harbor Commute Trip Reduction Plan



June 2011

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INTRODUCTION

In 1991, the Washington State Legislature adopted the Commute Trip Reduction Act RCW 70.94.521; a law that requires employers of 100 or more employees who begin work between 6 and 9 a.m. to develop and implement a program to encourage their employees to reduce vehicle miles traveled and drive alone trips. The City of Gig Harbor had one business that fell under the regulations of the Commute Trip Reduction Act and adopted a Commute Trip Reduction Ordinance (GHMC 10.28) to comply. Shortly after that ordinance was adopted, that one business amended its shifts and was no longer an affected employer.

In 2006, the Washington State Legislature passed the Commute Trip Reduction Efficiency Act which amended the requirements for local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce drive alone trips.

In 2009, Saint Anthony Hospital opened in Gig Harbor and once again the city had an affected employer and re-adopted an ordinance implementing the Commute Trip Reduction Act.

Gig Harbor is a small jurisdiction with only one affected business. The recently completed Narrow Bridge eliminated any commute challenges on Highway 16 and the city's development regulations ensured adequate parking for employees and visitors at the Gig Harbor Civic Center and to the newly constructed Saint Anthony Hospital. Pierce Transit serves our city very well with adequate stops; one that goes directly to the affected employer. Another challenge to implementing a trip reduction plan is Pierce Transit's recent budget cuts which are forcing a reduction in service to our community. This will further restrict the ability to meet the goals for reducing drive alone trips and vehicle miles.

With that in mind, this Commute Trip Reduction Plan is a collection of jurisdiction-adopted goals and policies, facility and service improvements, and marketing strategies about how the jurisdiction will help make progress for reducing drive alone trips and vehicle miles traveled over the next four years. Building upon the success of other commute trip reduction programs, the jurisdiction strives to meet the goals of the plan for the future by working in partnership and coordination with other agencies and employers.

This proposed Plan has been developed through involvement by employers, transit agencies, organizations and individuals from throughout the jurisdiction who helped identify strategies and ways for successful achievement of the goals.

This plan will help to support the achievement of the jurisdiction's vision and the goals of its comprehensive plan.

I. BASELINE ASSESSMENT

Affected CTR Work Sites

Under the CTR ordinance, there are two affected worksites in the City of Gig Harbor. Those worksites include the following:

Name	Address
City of Gig Harbor - City Hall	3510 Grandview Street
Saint Anthony's Hospital	11567 Canterwood Blvd NW

Appendix A is a map of the jurisdiction showing the locations of the CTR worksites.

Major Issues Regarding Land Use and Transportation Conditions Around CTR Work Sites

Gig Harbor Civic Center – 3510 Grandview Street, Gig Harbor, WA 98335

Existing and planned land use conditions:	<p>The Gig Harbor Civic Center is located close to the Gateway of the Historic District with a land use designation of Public Institutional.</p> <p>The area is a mix of residential, parks, and commercial.</p>
Existing and planned transportation facilities:	<p>This worksite is located close to the intersection of Grandview and Pioneer and has easy access to Highway 16. The worksite has sidewalks but no marked bicycle lanes. Free parking and bicycle racks are provided on-site for employees and visitors. There are no capacity constraints.</p> <p>Future plans for transportation facilities at this site include improvements (curb, gutter, sidewalks and structural work) to Grandview Street between the site and Soundview Drive. These improvements are currently unfunded.</p>
Existing and planned transit services and facilities:	<p>This worksite is served by Pierce Transit, which operates bus routes 100 and 102 from Tacoma, the Purdy Park and Ride Station and the Express Bus from Key Peninsula. Bike lockers are available to commuters at this transit station.</p> <p>At one time Pierce Transit had plans to increase the capacity for parking for the Gig Harbor Station but due to the economy those plans are on hold.</p>
Existing parking conditions:	Free parking for employees and visitors. Bicycle racks are provided at the Civic Center.

Gig Harbor City Hall – 3510 Grandview Street, Gig Harbor, WA 98335



City of Gig Harbor	Gig Harbor City Hall
ID Number:	E71464
Total Number of Employees:	60 at this site
Affected CTR Employees:	42
2011 Drive Alone Goal:	85.6%
2011 VMT/Employee Goal:	10.4 Miles/day
Services Available:	bus
Bus Routes:	100 and 102
Parking:	Free parking for employees and visitors.
Recommended CTR Strategies:	Offer incentives to people who do not drive alone to work like preferred parking for carpool and vanpoolers; provide bike lockers and a shower for bikers and walkers; consider allowing a compressed work week or other alternative schedules for some positions.

Saint Anthony's Hospital – 11567 Canterwood Blvd NW, Gig Harbor, WA, 98332.

Existing and planned land use conditions:	<p>This worksite is located within the Gig Harbor North neighborhood with a land use designation of Commercial / Business.</p> <p>The Gig Harbor North area is planned to grow with a mix of residential and commercial uses, plus public parks and open spaces.</p>
Existing and planned transportation facilities:	<p>This worksite is located on Canterwood Boulevard which is an arterial street with access to Highway 16. The worksite has free on-site parking for employees and visitors.</p> <p>The planned transportation facilities for the future are limited to pedestrian improvements along Canterwood Boulevard, a trails system and other transportation capacity improvements at the SR16/Borgen/Burnham/Canterwood Interchange.</p>
Existing and planned transit services and facilities:	<p>This worksite is served by Pierce Transit, which operates bus routes 100 and 102 from the Purdy Park and Ride and Gig Harbor Station and the Express Bus from Key Peninsula. Bike lockers are available to commuters at the Gig Harbor transit station.</p>
Existing parking conditions:	Free parking for employees and visitors.

Saint Anthony's Hospital – 11567 Canterwood Blvd NW, Gig Harbor, WA, 98332.



Front Entrance of Saint Anthony's Hospital



South Parking lot



Pedestrian sidewalks leading to Canterwood Blvd

Saint Anthony's Hospital	
ID Number:	E72710
Total Number of Employees:	557
Affected CTR Employees:	381
2011 Drive Alone Goal:	86%
2011 VMT/Employee Goal:	10.88 Miles/day
Services Available:	Bus, Van Pool, Car Pool
Bus Routes:	100, 102 and Key Peninsula Express
Parking:	Free parking for employees and visitors.
Recommended CTR Strategies:	Work with city to improve bicycle routes to worksite. Continue subsidy to carpool, vanpool, bus, walking participants and <i>Emergency Ride Home</i> programs and provide carpool spaces

Supporting Comprehensive Plan Policies

The most current version of the City of Gig Harbor's Comprehensive Plan was adopted on December 14, 2009; the City reviews requests to amend its Comprehensive Plan annually. Key goals and policies that support CTR include providing functional links between developed and developing parcels through requiring connections between residential and commercial/office projects and to public facilities such as city sidewalks and major trail corridors. These policies provide opportunities for the public to reduce their vehicle trips by providing a well-developed pedestrian/non-motorized grid system.

The City's adopted Park Plan policies support the development of a high quality system of multipurpose park trails and corridors that provide alternative transportation options to public facilities, residential neighborhoods and business districts.

Transportation Plan policies that support CTR include promoting transportation investments that support TOD and pedestrian facilities and provide alternatives to single-occupant automobile travel; and, accommodating pedestrian and bicycle access and travel with street design standards and road capacity. The city supports the use of alleys for vehicular access, making streets more pedestrian friendly.

The City of Gig Harbor also has an environmental policy to reduce greenhouse gas emission through encouraging ride sharing, van pooling and flex-time schedules and providing safe and convenient access for pedestrian and bicyclists to, across and along major transit streets.

Appendix G includes an analysis of the comprehensive plan, park plan and city goals and policies that support CTR. The CTR Planning Guide includes a list of goals and policies that CTR-affected jurisdictions should incorporate into their comprehensive plans. During the next update cycle, the appropriate steps may be taken to create a stronger basis for the City's CTR program.

Supporting Transit Plan Policies and Programs

In December 2006, Pierce Transit adopted the Transit Development Plan for 2007-2012. The Plan identifies priorities for future investments and service improvements. Pierce Transit will provide a number of services to CTR-affected work sites which will help them achieve their 2011 goals.

Public requests for new or expanded fixed route services far outstrip Pierce Transit's ability to accommodate the requests. Given the large number of possible new services, planned service improvements focus on only the most essential projects. Pierce Transit plans a number of projects that would affect this city.

General Changes

Pierce Transit has identified the need for a small city circulator service for the City of Gig Harbor's seniors, but it lacks funding for this program at this time. The proposal would link seniors to shopping, medical, and educational facilities.

2008 – 12 Changes:

- Expand services in southern and eastern Pierce County.
- Expand Bus PLUS service into additional parts of Pierce County.

Vanpool Program

The vanpool program is one of Pierce Transit's fastest growing public transportation services, often outstripping the agency's ability to keep pace with demand. Pierce Transit will work with the region's other vanpool program providers to match potential customers with available vehicles. Pierce Transit anticipates that vanpool ridership will keep pace with the program's growth.

Marketing and Promotion

Pierce Transit will continue sponsoring marketing programs that focus on promoting alternate modes of transportation. These marketing efforts will include:

- Reaching out to employers and employees at major worksites and in specific industries (e.g., health care) and making a significant effort to tailor services to the needs of this market group;
- Conducting outreach efforts to key target markets including new residents, seniors and youth; and
- Increasing overall public awareness of local and regional transit, vanpool and rideshare services.

II. and III. BASELINE AND GOALS FOR 2011

Area of Jurisdiction	2009 SOV Rate	2011 SOV Target Rate	2009 VMT	2011 Target VMT
Gig Harbor	92.5%	85.6%	10.5	10.4

Employer	2009 SOV Rate	2011 SOV Target Rate	2009 VMT	2011 Target VMT
City of Gig Harbor	92.5%	84.2%	10.5	8.87
Saint Anthony's Hospital		86.0%		10.8

IV. STRATEGIES FOR ACHIEVING GOALS AND TARGETS

Potential Actions for the City to Eliminate Barriers

Gig Harbor is a small jurisdiction with only one affected business very few barriers. The recently completed Narrow Bridge eliminated any commute challenges on Highway 16 and the city's development regulations ensured adequate parking for employees and visitors at the Gig Harbor Civic Center and to the newly constructed Saint Anthony Hospital. Pierce Transit serves our city very well with adequate stops; one that goes directly to the affected employer. One barrier that may be a challenge is Pierce Transit's recent budget cuts which are forcing a reduction in service to our community. The following potential actions have been identified as strategies that will help the City achieve its 2011 goal. The City will perform these strategies in coordination with Pierce Transit and other Pierce County jurisdictions

- Parking

To increase the percentage of commuters using transit, vanpool, carpool and non-motorized forms of transportation, the City will work with CTR employers to implement a parking management program. The City will review its parking regulations and may make CTR-supporting amendments if necessary.

- Transit

Pierce Transit's No. 100 Route travels along Borgen Boulevard and stops at Saint Anthony's Hospital. The City will continue to work with Pierce Transit to provide a full range of public transportation services, including local and express fixed route bus services, commuter rail, the Tacoma Link light rail line, deviated fixed route service, rideshare matching, ADA paratransit and vanpool services to CTR-affected and other employer work sites. Under the 2007 – 2012 Transit Development Plan, Pierce Transit identified its priorities for services and future investments. These include:

- Initiation of reverse commute service on the Sounder Commuter Rail line providing commute hour service from Seattle, the Green River Valley, Sumner and Puyallup to Downtown Tacoma;
- Initiation of deviated fixed route services that link Downtown Tacoma and the Tacoma Dome Station with the Port of Tacoma;
- More frequent local fixed route service along Pearl and Center Street, thus providing more convenient service to affected worksites along these thoroughfares.
- Continued expansion of vanpool services, provision of carpool information, and ridematch services.
- Continued business partnerships, providing commute option programs to employees.

Pierce Transit will continue to work with the City to implement the requirements of the CTR Efficiency Act and help employers achieve their 2011 goals.

- Work with Developers to Implement TDM Elements in New Development

To increase opportunities for ridesharing and creating partnerships between employers, the City, in coordination with Pierce Transit, will encourage local networking opportunities for affected employers. Local networking with other CTR-affected employers and businesses will offer opportunities to discuss CTR and transportation issues, conduct joint commute options promotions, and offer coordinated programs that can benefit their employees.

- Land Use

Many older neighborhoods do not have the necessary infrastructure to encourage pedestrian travel or access to public transportation. The City will implement any current land use policies that encourage the development of higher densities in appropriate zones. Employers will be encouraged to locate in the areas where higher levels of services, such as transit, non-motorized and TDM programs are offered. The City will continue to require non-motorized connection between and within residential and commercial developments. The City will encourage the location of new residential development around existing CTR-affected work sites so that current employees can commute to their work site using non-motorized connections.

- Employer Assistance

Money is tight in all sectors. To help CTR-affected and other business work sites achieve their goals, the City, Pierce County and Pierce Transit will continue to provide assistance to employers with implementing their programs. Pierce Transit will help promote CTR programs at work sites through a variety of services and preparing public information materials.

- Management Support and ETC training

The City, in coordination with Pierce Transit, will work with other business organizations to increase support for CTR programs and to develop guidelines for Employee Transportation Coordinators and provide training to help them implement their programs.

Recommended Strategies to Achieve Goals

Based on the potential actions that were identified, the following strategies are planned that will help the CTR-affected work sites make progress towards their 2011 goal. These strategies will be performed in coordination with Pierce Transit and other Pierce County cities.

Strategy	Description
Policies and Regulations	
Implement City's Existing Policies which support CTR	Key City policies supportive of CTR goals include requiring pedestrian and non-motorized links between residential and nonresidential development; developing multipurpose trail corridors between neighborhoods and business districts and accommodating pedestrian and bicycle facilities in road development. The City will work to implement these policies which will support CTR-affected work sites efforts for meeting their CTR goals.
Employer Notification and Enforcement	The City will work with Pierce County to identify employers that become affected by the CTR Law and to assist them in implementing a CTR Program.
ETC Training and Guidelines	The City will work with Pierce County and Employer Transportation Coordinators (ETCs) to implement successful CTR programs. ETCs will be responsible for coordinating annual fairs, conducting promotions, distributing information, notifying the jurisdiction about program changes, and reporting employee numbers. The City will work through Pierce County to ensure that ETCs are given adequate time and support to be successful to meet their goals. This includes enforcing existing guidelines for ETCs.
Review Parking Policies	The City will look for opportunities to implement parking management policies that are supportive of the CTR Plan.
Amend Comprehensive Plan to include language about the CTR Efficiency Act	The City will review its Comprehensive Plan and may add new policies to correspond with its CTR plan, if necessary.
Transportation Management Plans	The City will work with developers to encourage TDM elements in new development, including commuter information centers, preferential parking for carpools and vanpools, bike lockers, showers, bike racks, and bus stops. The City will encourage developers to work with Pierce Transit early in the plan development process to ensure transit oriented design occurs.

Strategy	Description
Services and Facilities	
Transit Services	Pierce Transit will continue to provide transit services near CTR work sites where service is currently available. Pierce Transit will make service enhancements based on its updated Six-Year Transit Development Plan and economic conditions.
Sound Transit Services	The City will work with Sound Transit to encourage additional services on Regional Express Bus services.
Park and Ride Lots	The City will encourage and work with Pierce Transit to expand the Pierce County park-and-ride lot system as the economy improves.
Vanpool Services	Pierce Transit vanpool fleet expanded by 20 in 2007, 10 in 2008 but unfortunately, there was no funding in 2009 or 2010 for further expansion
Carpool Services	The City and Pierce Transit will continue to encourage carpooling and vanpooling through the use of www.rideshareonline.com .
Bicycling and Walking Amenities	The City will encourage major employers to provide amenities such as bike lockers, access to shower facilities and changing facilities to increase usage of non-motorized transportation.
Enhance Bicycle and Pedestrian Facilities	The City will plan to improve its system of bicycle and pedestrian facilities. This may include adding new bike lanes, trails and signage to improve the pedestrian and bicycling environment including the final phase of the Cushman Trail.
Telework Program	The City will support a telework education program that would increase employer knowledge on how to implement telework at their work site, if applicable.
VanShare Program	The City will work with Pierce Transit to expand Vanshare usage as appropriate to help commuters travel from a home area to a transit center or park-and-ride lot where they will connect with transit or from a transit center or park-and-ride lot to their destination after having used a bus or the train to that location. Vanshare travel a maximum of less than 20 miles round trip. Participation is limited to individuals who use a mass transportation mode to or from the vanshare location.

Strategy	Description
Alternative and Flexible Schedules	The City will support education programs on how to implement alternative and flexible work schedules including compressed work weeks.
Emergency Ride Home	Pierce Transit will provide a limited number of rides (six) to non-drive alone participants from their work site to their home in the case of an emergency.
Employer Assistance	The City has entered into an Interlocal with Pierce County to assist affected employers to help them meet the requirements of the CTR Efficiency ACT and implement their programs.
Marketing and Incentives	
Management Support	Pierce Transit will work with CTR worksite managers and owners to educate them about the benefits of CTR to their organizations.
Subsidies	Pierce Transit will encourage employers to offer subsidy programs to persuade employees to shift to non-drive alone commute modes. Examples include six-months of free vanpool participation, transit pass subsidies, and a one-time payment or gift card for starting a carpool.
Marketing and Education	Pierce Transit will expand education efforts to CTR employees about alternative commuting including workshops, information brochures, and advertising.
Promotional Events	Pierce Transit will encourage major employers to conduct on site promotions, transportation fairs, and activities to increase awareness and use of commute alternatives.
Networking Opportunities	Pierce Transit will work with the major employers to create networking opportunities to discuss CTR issues, coordinate ridesharing programs, and conduct joint promotional efforts.
Partner with Health Agencies to Promote CTR	The City may work to with health organizations to promote CTR as a method for maintaining healthy living. Joint promotional efforts, grants, and programs will be explored.

V. REQUIREMENTS FOR MAJOR EMPLOYERS

Employers that are affected by the CTR Law will be required to implement the following program elements:

Required Element	Description
Designate Employee Transportation Coordinator	<p>The Employee Transportation Coordinator is the point of contact between the employer and its workforce to implement, promote and administer the organization's CTR program. He/she is also the point of contact between the employer and the local jurisdiction to track the employer's progress in meeting CTR requirements</p> <p>Affected employers are responsible for providing adequate training for the ETC, may allow them to attend networking meetings, and may provide them with time to administer the program.</p> <p>Employers will be encouraged to select an employee for this role who is high enough in the organization to effect change.</p>
Regular Distribution of Information to Employees	<p>Information about commute alternatives will be distributed at least semi-annually to employees. CTR information may be included with new employee's orientation. Examples of information that may be distributed will include:</p> <ul style="list-style-type: none"> • Description of the employer's commute options program • Transit system maps and schedules • Vanpool information • CTR Campaign promotional materials • Other timely promotional materials
CTR Reporting	<p>Once a year, the employer is required to complete the Employer Report and Program Description Form to determine if progress is being made towards achieving the goals. Reports will be submitted to Pierce County.</p>
CTR Survey	<p>Biennially, the CTR affected employers shall distribute and collect Commute Trip Reduction Program Employee Questionnaires (surveys) to achieve at least a 70 percent response rate.</p>
Implementation of a Set of Measures	<p>The employer is required to implement a set of measures that are designed to increase the percentage of employees using some or all of the following modes:</p> <ul style="list-style-type: none"> • Transit / Vanpool / Carpool • Bicycle or walking • Telework, Compressed Work Week, or Flexible Work Schedule • Other non-single occupant vehicle modes

Required Element	Description
	<p>Measures to reduce drive alone trips and vehicle miles traveled include, but are not limited to:</p> <ul style="list-style-type: none"> • Provision of preferential parking or reduced parking charges for high occupancy vehicles • Instituting or increasing parking charges for single-occupant vehicles • Provision of commuter ride matching services • Provision of subsidies for transit fares • Provisions of vans for vanpools • Provisions of subsidies for carpooling or vanpooling • Provision of car sharing services • Permitting the use of the employer’s vehicles for carpooling or vanpooling • Permitting flexible work schedules • Establishment of a program of alternative work schedules such as compressed work week schedules (such as 4/40 or 9/80) • Cooperation with transportation providers to provide additional regular or express service to the worksite • Construction of special loading and unloading facilities for transit, carpool, and vanpool users • Provision of bicycle parking facilities, lockers, changing areas, and showers • Provision of a program for parking incentives such as a rebate for employees who do not use the parking facility • Establishment of a program to permit employees to work part or full time at home or at an alternative worksite closer to their homes • Implementation of other measures designed to facilitate the use of high-occupancy vehicles such as on-site day care facilities and emergency taxi services • Employers or owners of worksites may form or utilize an existing transportation management association or other transportation-related associations by RCS 35.87A.010 to assist members in developing and implementing commute trip reduction programs

VI. FINANCIAL PLAN

Pierce County has entered into an inter-local agreement to work with other Pierce County Cities to implement the CTR program. The following financial plan has been jointly prepared for the cities of Pierce County, Tacoma, Puyallup, Lakewood, Fife, Gig Harbor, and University Place.

Funding Sources

The CTR programs administered in Pierce County are funded by a number of sources, as described in the following table.

Source of Funding	Responsible Agency	Estimated Amount for 2010	Estimated Amount for 2011
CTR Grants	WSDOT	\$141,000	\$141,000
CMAQ Funds	Pierce Transit	\$162,000	\$162,000
Local Funds from Pierce Transit (vanpools and transit services)	Pierce Transit	\$3,500,000	\$3,500,000
Contributions from Local Jurisdictions	City, County	\$17,000	\$17,000
Sound Transit services	Sound Transit	\$349,000	\$349,000
Employers	Employers	\$6,500	\$6,500
TOTAL		\$4,175,500	\$4,175,500

Program Expenses

The cost of implementing is shared primarily by the City, the transit agency, and the employers. The following is a summary of the types of expenses incurred throughout Pierce County.

Expense	Responsible Party	Estimated Annual Cost 2010	Estimated Annual 2011
Prepare local CTR plan, Comprehensive Plan, and CTR ordinance	All CTR-Affected Pierce County Jurisdictions	\$25,000	\$25,000
Employer Notification	City of Gig Harbor / Pierce County	\$10,000	\$10,000
Administer CTR program (contract management, annual reporting, program review, surveys, coordination meetings)	City of Gig Harbor / Pierce County	\$25,500	\$25,500
Promotions and Marketing	Pierce Transit	\$93,500	\$93,500
Guaranteed Ride Home Program	Pierce Transit	\$2,500	\$2,500
Implement supporting Pierce Transit services	Pierce Transit	\$2,100,000	\$2,100,000
Implement Sound Transit Services	Sound Transit	\$349,000	\$349,000
Implement supporting vanpool services	Pierce Transit, Cities, County	\$1,413,765	\$1,413,765
Bike to Work Campaign	City of Gig Harbor / Pierce County	\$13,500	\$13,500
Offer program incentives	Cities, County, Pierce Transit, Employer	841	\$22
TOTAL		\$4.1 million	\$4.1 million

Financial Gaps

The following table summarizes program areas that are not currently funded. However, some potential funding sources have been identified for the applicable organization to target.

Service or Strategy	Target Market	What Strategy Will Accomplish	Financial Gap
Develop Management Support	Chief Executive Officers, program managers	Increase management support for CTR program by giving employer recognition and describing benefits of program to CEOs	\$ 100,000
Telework Education and Compressed Work Week	CEOs, ETCs	Training and assistance to help set up telework programs,	\$ 75,000
Transit, vanpool and carpool subsidies	Commuters at CTR-affected work sites	Subsidies to encourage commuters to shift to transit, vanpool and carpools	\$ 300,000
Marketing and Promotions	Commuters at CTR-affected work sites	Increase awareness of transit and ridesharing programs.	\$100,000
Bicycle Amenities	Commuters	Work with employers to provide amenities to bicycle commuters, i.e. bike racks, lockers, and public information.	\$ 50,000
TOTAL			\$625,000

The following funding sources have been identified that potentially could be used to fund CTR programs:

- Congestion Management Air Quality Grants
- Surface Transportation Program Grants
- Employer Trip Reduction Performance Grants
- Washington State Construction Mitigation Funding
- Transit Agency Funds
- Major Employers

Summary

The following table shows the amount of money necessary to implement all of the proposed strategies listed in the previous tables. There are insufficient funds at this time; however, some potential funding sources were identified in the previous table for the jurisdiction or transit agency to target.

Budget Summary	Estimated Annual Cost 2010	Estimated Annual 2011
Existing Funding	\$4.1 million	\$4.1 million
Existing Expenses	\$4.1 million	\$4.1 million
Unfunded Programs	\$625,000	\$625,000
Needed Funds	\$625,000	\$625,000

VII. IMPLEMENTATION STRUCTURE

The City plans to work in partnership with Pierce County, Pierce Transit and its affected work sites to implement the CTR program.

Organization	Responsibility
City of Gig Harbor	The City will be responsible for developing and implementing their local CTR plan. It is responsible for ensuring that CTR plan is consistent with its local comprehensive plans. As part of its CTR plan, the City signed in Interlocal with Pierce County to identify the goals and targets for affected employers. For CTR program administration, the City is responsible for encouraging affected employers to comply with the CTR law.
Pierce County CTR	In 2009, Gig Harbor signed an Interlocal Agreement with Pierce County CTR. Pierce Transit will be responsible for employer outreach, conducting marketing and promotional activities, and providing services to CTR-affected work sites.
Pierce Transit	In partnership with the City, Pierce Transit will be responsible for employer outreach, conducting marketing and promotional activities, and providing services to CTR-affected work sites.
Major Employers	Employers that are affected under the CTR law are responsible for notifying the City when they are affected. Employers are responsible for implementing their CTR program requirements, including information distribution, designating an ETC, submitting program reports, delegating adequate time for ETCs to perform duties and implementing program elements.

CTR Program Activities

Program Strategy or Service	Agency Responsible	Scheduled Date for Implementation
Policies and Regulations		
Update Comprehensive Plan	City of Gig Harbor	2011-2014
CTR Program Implementation	City of Gig Harbor	Phase in over several years.
Review Parking Policies	City of Gig Harbor	2011-2014
Services and Facilities		
Transit Services	Pierce Transit	On-going
Vanpool Services	Pierce Transit	On-going
Sounder and Regional Express Bus	Sound Transit	On-going

Ridematching services	Pierce Transit	On-going
Bicycle and Pedestrian Facilities	City of Gig Harbor	On-going / Obtain funding as possible to complete Phase 3 of Cushman Trail, connecting to the Gig Harbor North area
Marketing and Incentives		
Wheel Options Campaign	Pierce Transit	2008 – 2011 (conducted twice a year)
Management Support	Pierce Transit and City of Gig Harbor	On-going
Subsidies	Pierce Transit	On-going
Parking Management	City of Gig Harbor and Pierce Transit	To be determined
Marketing and Education	Pierce Transit	On-going
Promotional Events	Pierce Transit	On-going
Marketing and Education	Pierce Transit	On-going
Coordination with Health Agencies	Pierce Transit	On-going

VIII. DOCUMENTATION OF CONSULTATION

The City's CTR Plan was based on the plan developed by the following organizations:

- City of Puyallup
- City of Lakewood
- City of University Place
- City of Fife
- City of Tacoma
- City of DuPont
- Pierce County
- Pierce Transit

The dates the City consulted with other jurisdictions occurred on:

- Pierce County – May 4, 2010; May 6, 2010; November 30, 2010; approval of City of Gig Harbor's plan April 21, 2010
- Pierce Transit – May 6, 2010; approval of City of Gig Harbor's plan December 5, 2010
- City of DuPont – May 7, 2010
- WSDOT – Survey Results May 10, 2010; approval of City of Gig Harbor's plan April 22, 2011
- Puget Sound Regional Council – February 8, 2011

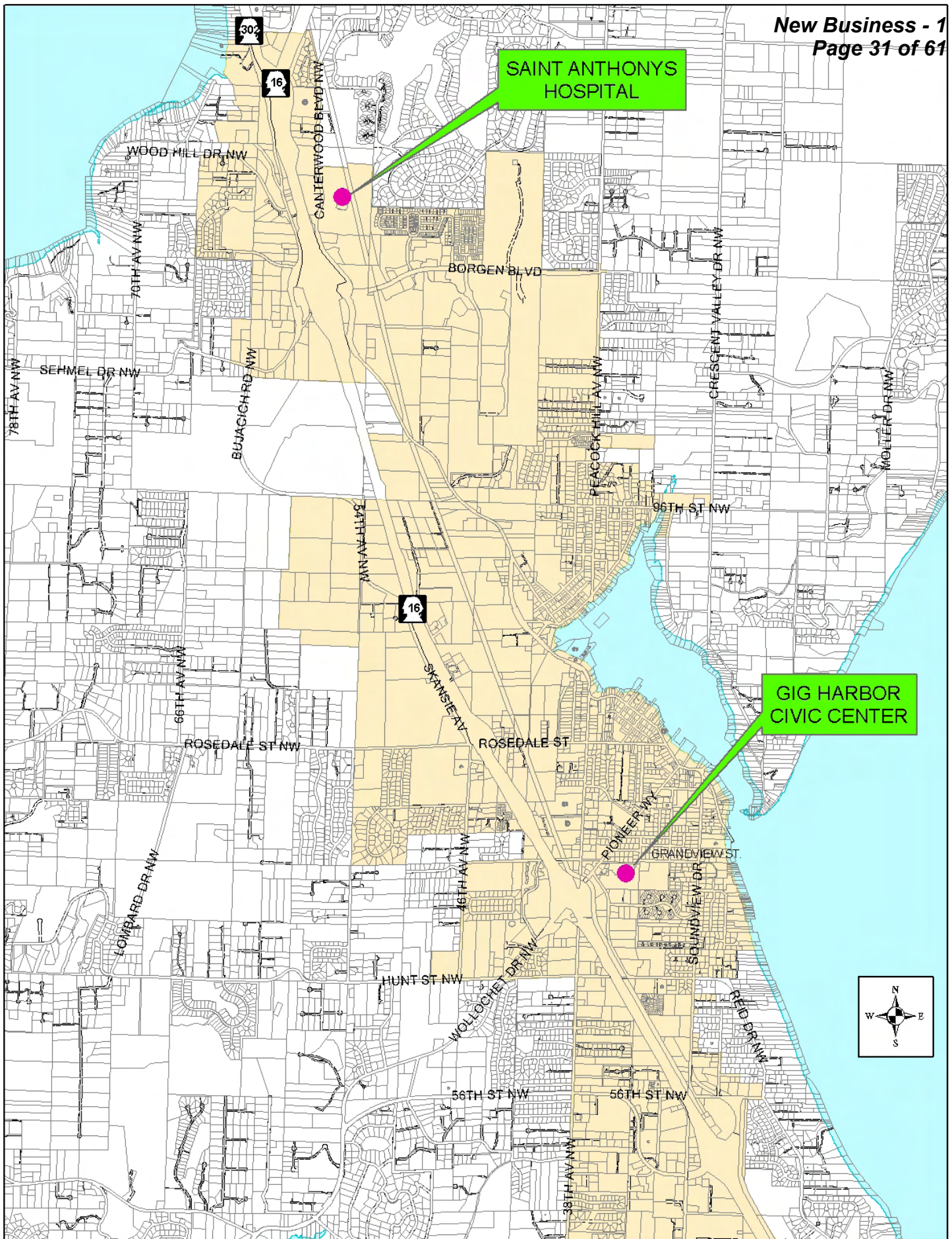
During these consultations, all or some of the following issues were addressed:

- Existing Conditions
- Goals for 2011 and beyond
- Proposed Strategies
- Financing Plan
- Implementation Plan
- Employer Outreach

APPENDICES

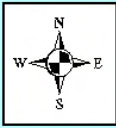
Appendix A

CITY OF GIG HARBOR
VICINITY CTR WORKSITES



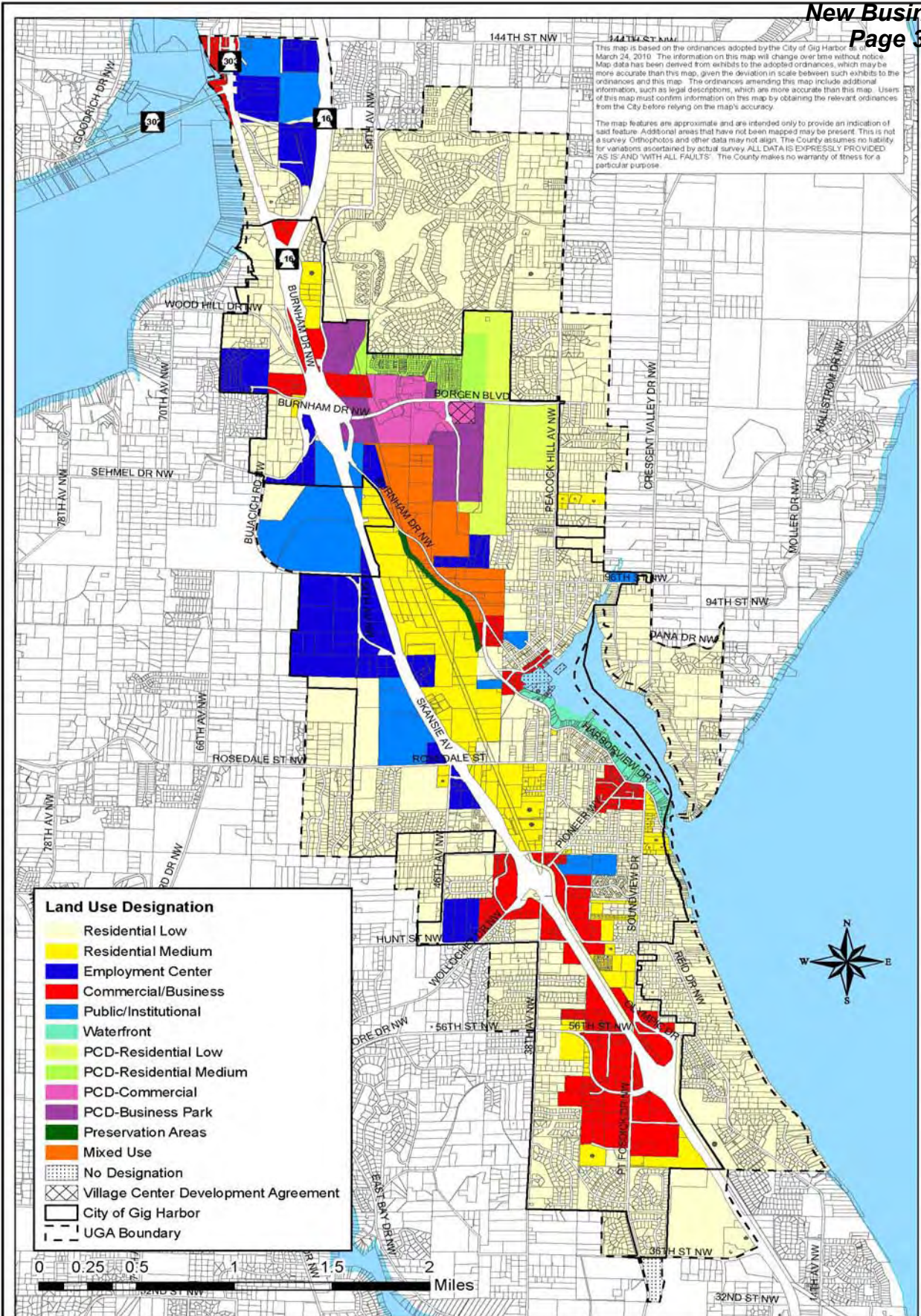
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HOSPITAL

GIG HARBOR
CIVIC CENTER



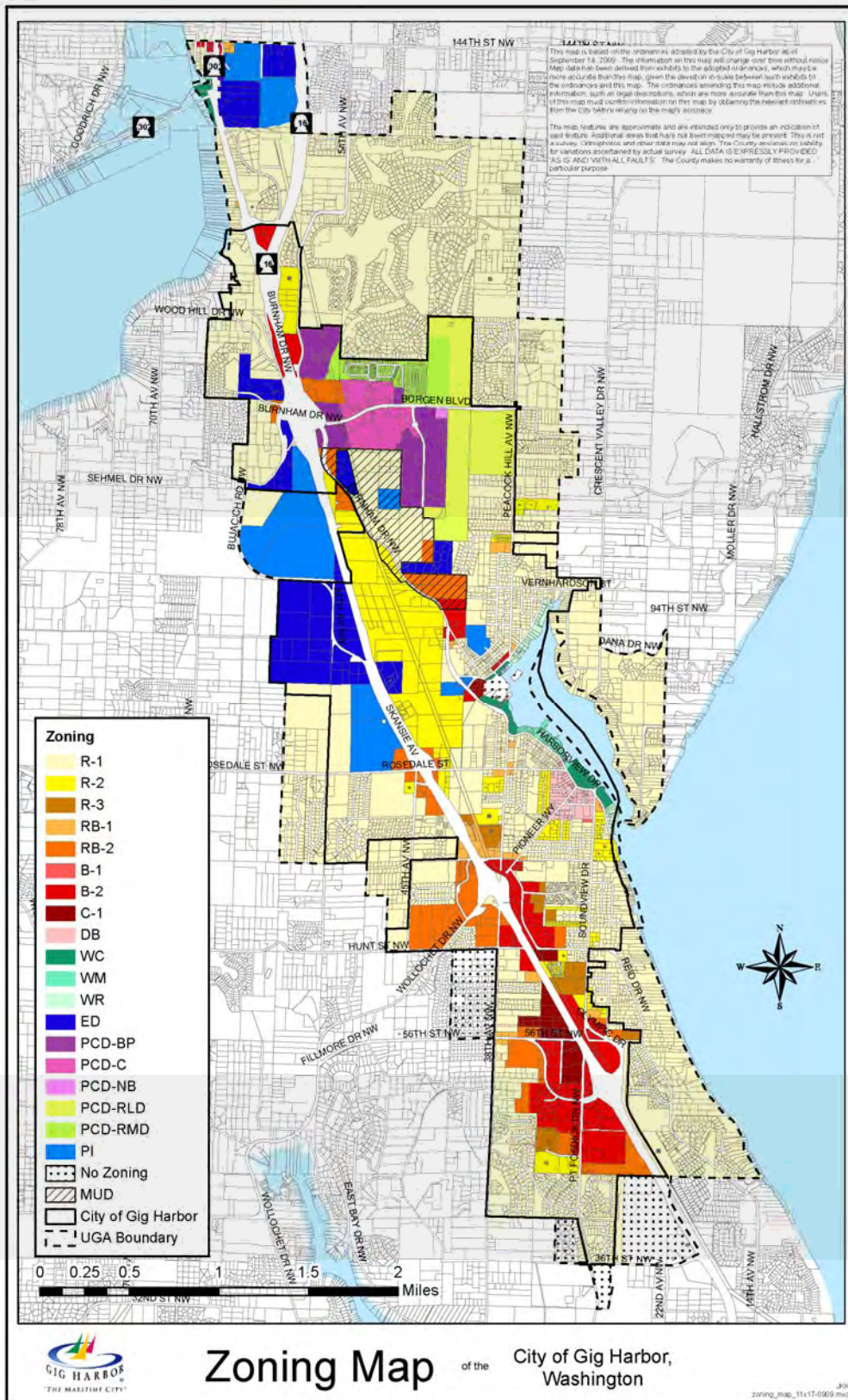
Appendix B

CITY OF GIG HARBOR
COMPREHENSIVE PLAN LAND USE MAP



Appendix C

CITY OF GIG HARBOR **ZONING MAP**



Appendix D

CITY OF GIG HARBOR

NON-MOTORIZED FACILITIES



Appendix E

COMMUTE TRIP REDUCTION 2007 WORKSHOP SUMMARY

Pierce County Local Jurisdictions Commute Trip Reduction Employer Workshop
 February 7, 2007

Name	Company
Eric Kaplan	Franciscan Health
Jennifer Burley	UW Tacoma
Pam Thompson	Tacoma Public Schools
Pattie Dalrymple	DSHS/Div. of Child Support
Maxine Broussard-Upchurch	TNT
Teresa Ciolkosz	Bates Technical College
Charlie Crissiman	Goose Networks
Patti Sutton	Bratrud Middleton
Dawn Chillers	DSHS Centennial
Alan Matheson	Tacoma Rail
Sarah Vega	Puget Sound Energy
Mary O'Hare	DSHS/Div. of Child Support
Kent Roberts	Columbia Bank
Mark Crisson	Tacoma Public Utilities
Kathy Grenz	Regence Blue Shield
Tammy Turner	Regence Blue Shield
Janelle Gunder	BCRA
Bethany Rowan	BCRA
Mertlita Whitary	City of Tacoma
Todd Badham	University of Puget Sound
Edna Finch	City of Tacoma
John Hickey	University of Puget Sound
Dan Fitch	The Lutheran Retirement
Krissi Grant	The Lutheran Retirement
Melanie R. Koo	CB Richard Ellis
Jody Wilson	Tacoma-Pierce Co. Health Dept.
Rebecca Rex	City of Tacoma
Al Tebaldi	Tacoma Solid Waste
Zac Corker	Goose Networks
Sharon Stockwell	Pierce Transit
Ben King	Atlas Cast and Tech.
Leona McQueen	CB Richard Ellis

Employer Testimonials

Columbia Bank – Kent Roberts, Head of Human Resources

- ETC must be champion
- Comprehensive approach (all employees receive benefits, not only those affected)
- 600 employees in Puget Sound area, all are eligible for the program
- Parking – the bank supports the cost for far-away employees
- Most employees live close to work

- 100% transit reimbursement
- Awards/incentive programs – all offered. They offer prizes for non-SOV commuters
- Awareness events throughout the year
- Catch people when they're new to the company
- Guaranteed ride home offered

Tacoma Public Utilities – Marc Crisson

- 1400 employees, most are at S 23rd and Union
- 16% participation
- 31 vanpools (for 5+ people)
- 26 carpools
- Pierce Transit doing a good job with vanpool
- The City provides reimbursement – up to \$110 per month for vanpool
- Free bus passes
- Guaranteed Ride Home
- Bike showers/lockers
- Awards/incentives offered
- Calendars handed out to track commute choice, basis for prizes. Employees must commute 2 times per week by non-SOV methods to qualify for prizes. A raffle is held once a month.
- Located outside of downtown
- Free parking is provided
- Preferential parking for carpools and vanpools.

Non-Downtown Employers

Question: What are the barriers or deterrents for employees for using a non-SOV method to commute to work?

Tacoma Lutheran – Dan Fitts

- Smokers bring their cars to smoke in during breaks
- The employees aren't winning the Rewards run by Pierce Transit, so they don't have the incentives

DSHS – Fife

- Lunch places are not nearby
- Poor lighting for bike routes
- Vanpool parking unsafe at some sites
- Confusion of jurisdiction (King or Pierce County), more coordination needed.

Group Health - Tukwila

- Poor limited bus services – Metro
- Free parking – parking cheaper than providing flex pass

- Bike subsidy proposed

Group Health – Tacoma

- Parking is free, but constrained

Atlas – Ben King

- Multiple shifts (3)
- 550 employees
- 100 bus riders – good bus service
- More subsidies needed for bus riders – currently not provided
- No lunch places within 10-15 blocks
- Flex schedules available
- Workers live locally
- Incentives/rewards offered and needed
- The Pierce Transit Rewards program could be split between large and small employers, or by area, so that more people are winning.

Tacoma Public Utilities – Rail Auxiliary

- non-traditional start times
- In Port of Tacoma – not conducive to transit/walking/biking

University of Puget Sound

- Free parking
- Varied work force
- Culture of professors – need cars
- Students like cars
- New awareness of global warming encouraging less car use
- New Master Plan with City could encourage more non-SOV use

The News Tribune

- Free parking
- Language barriers – 5 different languages spoken on-site
- Bus voucher available

Public Health

- Free parking, unconstrained
- Incentives for preferential parking would be good for constrained sites
- Employees live scattered
- 2 to 3 transfers required to ride the bus
- Limited budget for incentives
- ETC requirements – ETC's don't have time from employers to do a great job

Solid Waste

- Poor bus service to site
- Closest stop several blocks away
- Varied start times for employees (15 minute separation)
- Free parking
- Preferential parking would be a good idea
- Incentives are offered
- Culture change is needed to increase non-SOV commute choices
- Financial incentives are important

Puget Sound Energy

- Free parking
- Employees are on-call and must drive
- Opportunities will increase with the toll for the new Narrows Bridge

DSHS

- \$2/day incentives
- No funds for CTR related programs
- Not well served by transit

Pierce Transit

- Coordination between employers in the same area for vanpools

Other ideas

- Using fleet vehicles for lunch/errands
- Providing amenities on-site (food, day care)
 - Introduction – John Ladenburg, Pierce County Executive and Chair of Sound Transit Board
 - Overview of CTR Efficiency Act – Carolyn Mayer, Perteet Inc.
 - Employer Profile – Terry Austin, Sustainability Coordinator, Fort Lewis
 - Small Group Discussions led by Dan Penrose of Lakewood and Debbie Germer of Pierce County
 - Summary of Small Group Discussions:

Dan Penrose's Group

<u>Name</u>	<u>Organization</u>
Jesse Hamashima	Pierce County
Eva Stricklen	Clover Park TC
Mike Milsten	Westmark Products
Brian Lagerberg	WSDOT

Eric Kaplan	FHS
Rachel Gruer	Pierce Transit
Sarah Ortiz	City of Tacoma
Hillary Jones	City of DuPont
Amy Kastberg	Good Samaritan
Melody Paddock	Comcast cable
Scharon Gilge	City of Puyallup
Nancy Eklund	City of Puyallup
Ed Hillsman	WSDOT
Karen Henderson	Pierce Transit
Sharon Stockwell	Pierce Transit
Carolyn Mayer	Perteet

What are the benefits of having a CTR program for your organization?

- Improves parking
- Improves morale – designated carpool parking, incentives for carpoolers

What elements of the CTR program have been working well in your organization?

- Most folks said carpooling is the most effective alternative to driving alone.
- Three companies said they use a compressed work week.

Do you find there are barriers to increasing participation in transit and ridesharing programs?

- Not enough time for ETCs to do their job well
- Not enough support from management, but most employers don't care how people get to work, only that their employees arrive on time.
- State should do more advertising to reach out the general population on transit use and ridesharing programs
- Not enough transit service
- Not sufficient connections from one mode of transit to another
- Need bike and sidewalk facility improvements
- Hard to motivate wealthy people to drive alone

To help shift more of your organization's employees from driving alone to alternative modes of commuting, what kinds of programs and services would you suggest be offered at the organization?

- CPTC offers gift card drawing as an incentive to completing the survey
- PT offered gift cards to employers to use as incentives.
- Incentives that work include cash, gift cards, vacation package and other giveaways

What type of assistance from Pierce Transit and your jurisdiction would you like to see that would help your organization with its CTR program?

- Educate CEOs and management on CTR issues
- Coordinate with neighboring businesses
- More participation from Pierce Transit at worksites
- More marketing and promotion at state and regional level

Who would be the ideal candidate to be an ETC?

- Someone who is interested and passionate about the issue
- Someone who can use the site data to show management where there are cost savings and other improvements.

Other Comments

- Vanpools are hard to organize for second and third shift folks
- Craigslist.com also has rideshare boards
- How can we coordinate with neighboring businesses for rideshare programs? (mailings, who would lead such a group)
- Motivating people to carpool and vanpool is harder than incentives for transit passes, etc...
- Clover Park has paid parking
- Paid parking is too much to manage for most companies though
- Standards shouldn't be the same for all types of employers (health care, three shift companies)

Debbie Germer's Group

<u>Name</u>	<u>Organization</u>
Gretchen Crosgrove	PLU
Terry Austin	Fort Lewis
Kelly Rosacrans	Fort Lewis
Keith Cotton	WSDOT
Nancy Musser	Boeing
Doug Sterns	National Guard
Lee Strehlow	WSDOT
Marie Simonson	Comcast
Richard Rolle	Comcast
Mike Galizio	Pierce County
Cinda Waller	State Farm
Debi Young	City of Lakewood
DJ Lietzau	City of Lakewood
Ann Marie Caille	Pierce College
Mary Asche	DCS , Fife
Rachel Grover	Pierce Transit
Karen Henderson	Pierce Transit
Louise Bray	Pierce Transit
Erin Martindale	Perteet

What are the benefits of having a CTR program for your organization?

- Alternative modes of transportation typically require a regular work schedule, which improves home life.
- State Farm has cars available for a guaranteed ride home.
- Compressed work week has contributed to increased job retention.
- Transit passes and cash as incentives are viewed as a perk by employees.

What elements of the CTR program have been working well in your organization?

- Telework
- Subsidized lunches in cafeteria allow people to eat at work, don't need transportation
- Incentives for transit and alternative modes of transportation
- Compressed work week
- Vanpools
- Carpools
- Preferred parking

Do you find there are barriers to increasing participation in transit and ridesharing programs?

- Location of employees homes from work
- Number of available vanpools
- Connection of VanShare with other transportation modes, only allows trips of less than 20 miles
- Not enough transit service or connections
- Cost of vanpool
- No funding for incentives
- Bike and sidewalk facilities not available. Need bike lanes on new roads. Need connectivity.

To help shift more of your organization's employees from driving alone to alternative modes of commuting, what kinds of programs and services would you suggest be offered at the organization?

- Telework
- Incentives for commuters
- Shuttle program for transit riders
- Improvements to rideshare program

What type of assistance from Pierce Transit and your jurisdiction would you like to see that would help your organization with its CTR program?

- Increased bus service
- More participation from Pierce Transit with events at worksites
- Guaranteed ride home support, keep program
- Bike and pedestrian maps, promotional brochures and materials
- Vanpool maps, pick up locations and routes

Other Comments

- Use alternative fuels for transit
- Pierce Transit should find ways to help CTR employers with discounted transit passes or to allow employers to get a discount when buying transit passes in bulk

Appendix F

COMMUTE TRIP REDUCTION SUMMARY OF POLICIES THAT SUPPORT CTR

COMPREHENSIVE PLAN GOALS AND POLICIES ANALYSIS

This section provides a list of CTR supportive goals and policies that the City of Gig Harbor either has or doesn't have. The right hand column identifies the policies that the jurisdiction has in place relating to the recommended goals and policies in the left hand column. If the jurisdiction doesn't have some of the recommended goals and policies listed below, then they may want to consider adding some of these recommended goals and policies to their comprehensive plan during the next update. Source: CP – Comprehensive Plan; PP – Park Plan; RES 837 – Greenhouse Gas Emissions Reduction Policy

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
Land Use Element	
Inter-Agency Coordination	
Work with transit providers to provide transit that is fast, frequent and reliable between urban centers, GTEC's and accessible to most of the city's residences and businesses.	CP 11.2.1, CP 11.2.2
Urban Growth Areas	
Enter into agreements and establish procedures for setting priorities, programming, maintaining and financing for countywide, regional and state transportation facilities and services consistent with the GMA current federal transportation legislation	
Land use and transportation goals and decisions should be integrated with one another and coordinated with adjacent jurisdictions and with the Regional Transportation Plan to determine the types and levels of transportation facilities to be provided within the unincorporated county.	
The county/city should use future land use projections to identify and provide for adequate safety, structural, rights-of-way and other possible improvements that support vehicle transportation, non-motorized and transit needs of the region plus use alternative transit modes as areas develop.	
Integrate Commute Trip Reduction land use planning by requiring non-motorized pedestrian connections between retail, living, and work places. Non-motorized connects shall include, but not be limited to: transit connections, bus stops, sidewalks, bike facilities, trails and encouraging employers to participate in ride sharing programs.	CP 11.3.4, CP 3.2 and related policies
When evaluating land use changes to the Comprehensive Plan, proposals should include an analysis of how the development furthers the goals of Commute Trip Reduction planning.	

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
<p>Pursue transportation demand management (TDM) strategies at the local/regional level by coordinating with regional and state partners so customers see their travel choices and the various TDM promotions as a coordinated, integrated system that makes a difference in the community.</p> <p>Example: Regulations to influence travel behavior Marketing Improvements in services and facilities</p>	<p>CP 11.2.5</p>
<p>Require the integration of non-motorized and transit connections when planning and developing urban centers or GTEC's.</p>	<p>CP 3.2.1, CP 3.2.2, CP 3.2.5</p>
<p>Establish urban centers and/or GTEC's where they can be served by regional transit agencies, or work with the appropriate transit agency to expand service to the urban center within a reasonable timeframe.</p>	
<p>Urban Design</p>	
<p>Encourage new housing developments to be located in urban growth areas and small towns to help provide a sense of community and safe, non-motorized transportation to community facilities and public transit modes.</p>	
<p>Discourage transportation improvements that would trigger development that is premature or not consistent with applicable comprehensive plans, policies, or zoning.</p>	
<p>Provide aesthetic and functional amenities along pedestrian facilities, such as water fountains, benches, trash receptacles, public art, and open spaces (such as seating plazas).</p>	<p>CP 11.1.11, CP 3.1.1, CP 3.3.1, PP 5g</p>
<p>Provide pedestrian, and bicycle connections in newly developing areas of the city, promoting both internal access and linkages with the rest of the city.</p>	<p>CP 11.2.3, CP 11.2.4</p>
<p>Incorporate transit-supportive and pedestrian friendly design features in new development through the development review process. Examples include: Provide pedestrian pathways that minimize walking distances to activities and to transit stops. Provide weather protection such as covered walkways or arcades connecting building developments, and covered waiting areas for transit and ridesharing.</p>	<p>CP 11.2.6, CP 3.2.4, CP 3.3.1</p>
<p>Incorporate guidelines for addressing that sidewalks and walkways are separated from the roadway by a landscaping strip or drainage swale.</p>	<p>CP 11.3.4</p>

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
Adopt pedestrian friendly design guidelines, especially in high pedestrian activity zones, such as wide sidewalks, landscape buffers or strips, street trees, adequate lighting, traffic calming measures (such as traffic circles, curb bulbs, raised medians, speed tables and chicanes), special pavements, and bollards.	CP 11.3.4
Adopt development design standards that promote a pedestrian friendly environment. Such standards may include reduced building setbacks, requirements for display windows, building entrances oriented toward the street, and locating parking lots to the rear or side of buildings.	CP 3.1.1, CP 3.1.2, CP 3.1.3, CP 3.2.3, CP 3.3.1, PP 3a
Secure bike lanes and trail improvements or easements through the development review process to develop portions of the bicycle and pedestrian system.	CP 3.2.1, CP 3.2.2
<p>Require new developments to incorporate non-motorized features or programs designed to promote use of alternatives to single-occupant vehicles, such as;</p> <ul style="list-style-type: none"> • Preferential parking for car pools and van pools • Special loading and unloading facilities • Transit facilities, including comfortable bus stops, and waiting areas, adequate turning room, and where appropriate, signal preemption and queue-jump lanes • Bicycle parking and related facilities 	
Inter-Agency Coordination	
Pursue strategies that make transit safe, secure, comfortable, and affordable.	CP 11.2.6
Integrate multiple access modes, including buses, carpools, and vanpools, bicycles, and pedestrians.	
Integrate transit-oriented development opportunities with the private and public sectors.	
Zoning	
<p>Discourage the development of major, stand-alone park and ride facilities with city limits. Situations where additions to park and ride capacity could be considered include:</p> <p>At the terminus for a major, regional transit system.</p> <p>When opportunities exist for “shared parking “(e.g., where transit commuter parking can be leased from another development. Such as a shopping center, movie theatre, church, etc.)</p> <p>Areas where alternatives to automobile uses are particularly inadequate (e.g., lack of direct transit system, or pedestrian and bicycle access) or cannot be provided in a cost-effective manner.</p>	

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
Allow a reduction in the number of required parking spaces if a development provides ride-share programs, car pool parking spaces, bike racks, lockers or other approved non-motorized parking options.	
Encourage transit oriented development and pedestrian friendly land use characteristics through zoning and land use policies that encourage mixtures of land uses, increased densities in targeted areas with design standards.	CP 2.2.3.g
Adopt a parking credit program that allows developers to reduce the number of required parking spaces if they provide an alternative transportation program to single occupant vehicles.	
Housing Element	
Work with other jurisdictions to achieve a jobs/housing balance that makes it possible for people to live closer to where they work.	CP 6.1.1
Promote quality, community-friendly residential development, through features such as enhanced open space and pedestrian connectivity.	CP 3.10, CP 3.11
Capital Facilities Element	
Explore the possibility of encouraging cooperative funding for bicycle trails.	PP 5b, PP 5d
Implement a methodology for public-private partnerships when it would result in a more efficient use of public resources.	PP 5b, PP 5d
Aggressively seek funding opportunities for safety, mobility, intermodal, bicycle, pedestrian, neighborhood, and transportation demand management improvements	PP 5c, PP 5d
Provide adequate and predictable funding to construct and maintain pedestrian and bicycle capital projects.	PP 11.2.6
Effectively link pedestrian project funding and approval decisions to priorities identified in the CTR plan, as well as the Non-Motorized element of the jurisdiction's Comprehensive Plan.	
Support a greater investment in pedestrian enhancements, and ensure that all new transportation projects include funding for pedestrian improvements.	PP 11.2.6
Continue programs to construct, maintain, and repair sidewalks.	
Assign high priority to pedestrian and bicycle projects that provide access to major employment areas and activity centers, provide linkages to transit, complete planned bicycle facilities and provide system connectivity.	PP 11.2.6

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
Effectively link TDM program funding and approval decisions to priorities identified in the CTR plan, as well as the transportation element of the jurisdiction's Comprehensive Plan.	
Utilities Element	
Secure sidewalk and trail easements over existing utility lines where ever feasible	
Transportation Element	
Carpools, Vanpools, & Ride Share	
Ensure that the city as an employer sets a positive example by maintaining a strong transportation demand management program for its employees.	CP 11.2.5, RES 837
Pedestrian System Connectivity	
The county should ensure that continuous and/or direct bicycle lanes are provided between all jurisdictions and major activity centers.	
Consider pedestrians along with other travel modes in all aspects of developing the transportation system. Provide safe and convenient pedestrian access in all new and improved transportation projects, unless exceptional circumstances exist.	CP 11.1.7, CP 11.1.12, CP 11.1.10, CP 11.2.3, RES 837
Remove barriers and deterrents along the existing pedestrian system to create better access between employment facilities, residential and other uses.	CP 11.1.12 CP 11.1.10
Coordinate the local jurisdiction's existing and planned pedestrian system with adjacent jurisdictions to provide a continuous, coordinated system, especially when major employment and activity centers are nearby.	CP 11.2.3, CP 11.2.4
Secure sidewalks and trail improvements or easements through the development review process to develop portions of the pedestrian system.	CP 3.2.2 CP 3.2.1 CP 3.11.1
Pedestrian Safety and Security	
Adopt and use national (American Association of State Highway and Transportation Officials, AASHTO) design standards for pedestrian facilities.	
Address the special needs of citizens with various degrees of mobility in planning, designing, implementing and maintaining pedestrian facilities.	PP 5j
Provide consistently designed pedestrian activated signal crossings, and consider technologies that enhance pedestrian safety at crossings, such as longer crossing times and audible crossings.	CP 11.1.12

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
Consider access management to reduce the number of conflict points (driveways) between pedestrians and vehicles, thereby improving pedestrian safety.	
Ensure that pedestrian facilities are designed and monitored to improve security and safety, through lighting, openness, vegetation upkeep and security features such as panic buttons at key locations.	
Design midblock crossings with safety as a high priority, and consider improvements such as pedestrian crossing signals, flared curbs (bulbouts), pedestrian refuge islands, medians, and adequate sight distance around parked vehicles.	
Pedestrian and Bicycle Convenience	
Conduct periodic analyses of bicycle and pedestrian environments in and around urban centers and regional transit stations to identify deficiencies and to plan access improvements.	
Include bicycle facilities in the six-year capital improvement program (for trails that will be utilized by bikes) or the six-year transportation program (for widening shoulder projects that will accommodate bikes).	
Implement way-finding (signage) along sidewalks and trails that direct pedestrians to key locations or destinations, such as major activity centers, business districts, institutions, major medical facilities, parks or recreational facilities.	PP 5k
Provide internal pedestrian circulation systems within and between existing, new or redeveloping commercial, multi-family or single family developments, and other appropriate activity centers. Provide convenient connections to frontage pedestrian systems and transit facilities.	CP 3.2.1, CP 3.2.2, CP 3.11.1, PP 5a, PP 5c, PP 5h
Encourage transit use by improving pedestrian and bicycle linkages to the existing and future transit and school bus system, and by improving the security of and utility of park-and-ride lots and bus stops.	RES 837
Provide bicycle connections and secure bicycle parking and storage convenient to major transit facilities; increase the number of secure parking areas for bicycles.	
Conduct bicycle transportation studies to improve safety and overall quality of bicycling.	
Cooperate with the public and private schools, bicycle clubs and other interests groups to provide education and strategies to promote safe riding skills and the transportation and recreation opportunities of bicycling.	

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
Improve mobility and safe access for walking and bicycling, and create incentives to promote non-motorized travel to employment centers, commercial districts, transit stations, schools and major institutions, and recreational destinations	
Update and review the Pedestrian and Bicycle transportation Plan every five years. The updates should consider the existing and future role of the single-occupant vehicle in relation to non-motorized and public transportation modes, as well as newly annexed areas, areas experiencing unforeseen development and/or redevelopment, and other emerging issues.	
Develop an effective “share the road/share the trail” concept for pedestrian and bicycle education programs for the motorized and non-motorized public.	
Accessibility	
Sidewalks or pedestrian facilities should be located along all both sides of all arterials, collectors, and at least one side of most local streets.	
Pedestrian facilities should be wide enough to allow the disabled, such as wheelchair users, to access them, usually a minimum of 5’ to 6’. A wider facility should be provided along principal arterials (generally a minimum of 8’), or in business districts that attract more pedestrians.	PP 5j
Direct pedestrian linkages should be considered whenever possible, to connect between internal land uses and arterials. This reduces walking distances to transit stops and commercial uses.	
Public Transportation	
Encourage interconnections and time coordination of public transportation modes (bus, coach and rail) to increase level of service and ridership.	
Work with transit providers to provide transit service that is fast, frequent, and reliable between urban centers and urban villages and that is accessible to most of the city’s residences and businesses. Pursue strategies that make transit safe, secure, comfortable, and affordable.	
Support development of an integrated, regional high capacity transit system that links urban centers within the city and the region.	
Develop partnerships with transit providers to implement projects providing neighborhood-to-transit links that improve pedestrian and bicycle access to transit services and facilities.	

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
Coordinate with regional, state, and federal agencies, local governments, and transit providers when planning and operating transportation facilities and services in order to promote regional mobility for people and goods and the urban center approach to growth management.	
Design transit access into large developments, considering bus lanes, stops, shelters, non-motorized lanes & facilities as part of the project design	
Coordinate with transit providers and the private sector to develop and implement compatible transportation demand management regulations and strategies that are consistent with the Commute Trip Reduction Act.	
Work with car share companies to provide car share opportunities at key locations, such as major employers, business districts, and high density residential areas.	
Provide preferential lanes, such as High Occupancy Vehicle (HOV) lanes on roads which will benefit commuters the most, such as those with major transit routes, and those experiencing the greatest congestion.	
Ferries	
For water-borne travel across Puget Sound, encourage the expansion of the passenger-only ferry service and land-side facilities and terminals that encourage walk-on (by-foot, bicycle, transit) trips rather than ferry travel with automobiles.	
Coordinate ferry arrivals and departures with mass transit systems to ensure an efficient flow of people and traffic.	
Education and Encouragement	
Educate the general public and public officials about the economic, transportation system performance, environmental, health and social benefits of walking and biking and develop improved programs to encourage increased levels of walking and biking.	
Educate drivers and pedestrians about pedestrian safety issues, and enforce pedestrian related laws.	
Consider the formation of a pedestrian advisory committee to provide input to the jurisdiction (staff and elected officials) on pedestrian related issues and needs, as well as review of major transportation projects to ensure that pedestrian needs are adequately addressed or considered.	

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
Develop a pedestrian walking/biking map that is focused on major activity centers, such as business districts or major employment areas. The map should identify sidewalks, trails, bike routes, transit corridors and bus stops/transit centers, and key activity centers such as institutional uses and government centers, major employers, commercial or retail areas, parks, and other points of interest.	CP 11.2.3, PP 5k
Monitoring	
Ensure that the local government monitors the results of its TDM programs and policies, and continually evaluate changes needed to improve mode split goals.	
Continually evaluate large employer CTR program effectiveness and reduce the employer threshold if needed to achieve the jurisdiction's mode split goals.	
Economic Development Element	
Funding Mechanisms	
Promote public awareness of the impact travel choices have on household finances, personal quality of life, society, and the environment, and increase awareness of the range of travel choices available.	
Employment	
Require large employers to implement a commute trip reduction program for employees, as mandated by the Commute Trip Reduction Act.	RES 837
The county/city should encourage employers in urbanized areas to offer staggered work hours or flextime and other Transportation demand Management programs such as parking management, ride match services and preferential parking of vanpools, carpools, covered bike racks, lockers and showers at work sites.	
Encourage employers to provide information and marketing on commute alternatives, such as transit schedules, rideshare information, and guaranteed ride home programs.	
Encourage employers to develop telecommuting options, which allow employees to work one or more days at home or at a "satellite work center" closer to their homes.	
Encourage employers to allow flexible work schedules or compressed work weeks to help reduce the number of vehicles using local and regional roadways.	RES 837
Encourage major employers to provide daycare opportunities onsite or nearby.	

Example Commute Trip Reduction & Growth Management Planning Policies	Goals & Policies in Current Plans
Encourage employers to provide subsidies to employees who commute using other modes, such as free or reduced prices for transit passes, or discounted parking for rideshare vehicles.	
Parks & Open Space Element	
Provide for adequate roadway, pedestrian, and bicycling connections in newly developing areas of the city, promoting both internal access and linkages with the rest of the city.	PP 3a, PP 5a
Identify areas to be designated as pedestrian promenades, with pedestrian friendly environments.	PP 5e
Provide for uniform bicycle and pedestrian markings and design standards for travel along city bikeways and walkways.	

Appendix G
GLOSSARY OF TERMS

GLOSSARY OF TERMS

Affected Employee: Under the Commute Trip Reduction (CTR) law, an affected employee is a full-time employee who regularly begins work between 6 a.m. and 9 a.m., at a single work site, on two or more weekdays for at least 12 continuous months.

Affected Employer: An employer is “affected” under the CTR law if there are at least 100 “affected” employees at a single work site.

Alternative Work Schedules: AWS programs offer alternatives to the typical eight-hour work day. Options include flex-time, a compressed work week, and staggered work hours.

Automobile Dependency: Transportation and land use patterns that result in high levels of automobile use and limited transportation alternatives. In this case, “automobile” includes cars, vans, light trucks, SUVs and motorcycles

Base Year: The CTR law requires affected employers to measure the results of their employee trip program against base year values for VMT and drive alone vehicles. The goal year is 2011.

Bus Rapid Transit: Special lanes dedicated to transit buses, often incorporating other features to insure high quality transit service.

Carpool: Two to six people age 16 and older, sharing the ride in an automobile to and from the work place.

Commute: The trip made by an employee between their home and work locations, regardless of the distance or mode used.

Compressed Work Week: Means a full-time employee work schedule that allows an employee to eliminate at least one workday every two weeks by working more hours the remaining days, resulting in fewer commute trips by the employee. Examples would include working four workdays per week or nine workdays in two weeks. Compressed work weeks are understood to be an ongoing arrangement.

Commute Trip Reduction Program: A CTR program is comprised of strategies used by an employer to reduce employee use of single-occupant vehicles (SOVs) and the vehicle miles traveled (VMT) per employee. The CTR program specifies the measures to be used that will achieve the target goals.

Drive Alone Vehicles: A vehicle that is occupied by one person.

Employee Transportation Coordinator: The CTR law requires employers to appoint an employee transportation coordinator, or ETC. The personal is personal change agent who provides the “human touch” needed to remedy traffic congestion and air pollution problems. An ETC is the organization’s key contact person providing commuting information to employees and

liaison activities with transit agencies and local jurisdictions. The ETC creates marketing strategies, administers employee ridesharing programs, and measures results.

Guaranteed Ride Home (GRH): GRH programs provide an emergency ride home for employees who commute to work in a ridesharing mode and have an illness or emergency. Typically, an employee can take a cab ride home and charge the ride to their employer's account or be reimbursed for the expense.

High-Occupancy Vehicle (HOV): a passenger vehicle carrying more than a specified minimum number of passengers. HOVs include carpools, vanpools, and buses. HOV requirements are often indicated as 2+ (two or more passengers required) or 4+ (four or more passengers required).

HOV Lane: This is a traffic lane limited to carrying high occupancy vehicles (HOVs) and certain other qualified vehicles.

HOT Lanes (High Occupancy Toll Lanes): HOV facilities that allow lower occupancy vehicles, such as solo drivers, to use the facility if they pay a toll. This offers users three options: drive alone on an unpriced but congested general purpose lane, drive alone and pay to use a less congested lane, or rideshare (carpool, vanpool or ride transit) to use a less congested lane without any additional fee.

Mobility: The movement of people and goods.

Mobility Management (Also called *Transportation Demand Management*): Various strategies that change travel behavior (how, when and where people travel) in order to increase transport system efficiency and achieve specific objectives such as reduced traffic congestion, road and parking cost savings, increased safety, improved mobility for non-drivers, energy conservation and pollution emission reductions.

Nonmotorized Transportation (also known as *Active Transportation* and *Human Powered Transportation*) includes Walking, Bicycling, Small-Wheeled Transport (skates, skateboards, push scooters and hand carts) and Wheelchair travel.

Parking Management: Strategies aimed at making better use of available parking supply. Parking management strategies include preferential parking or price discounts for carpools and/or short-term parkers, and disincentives, prohibitions and price supplements for those contributing more to congestion.

Parking Pricing: Strategy to reduce automobile use by requiring motorists to pay directly for using parking facilities. Time variable parking pricing can be used as a congestion reduction strategy.

Parking Cash-Out: This means that people (typically commuters, and sometimes residents of multi-family housing) who are offered a free parking space are also offered the cash equivalent when they use alternative transportation modes and so do not impose parking costs.

Ridesharing: Ridesharing is any cooperative effort of two or more people sharing a motor vehicle traveling to a common destination, such as a work site. Carpools and vanpools are common forms of ridesharing.

Smart Growth: Land use development practices that create more resource efficient and Livable communities, with more Accessible land use patterns. An alternative to sprawl.

Sprawl: Dispersed, low-density, single-use, automobile dependent land use patterns.

Stakeholder: Individuals or groups that are affected by a decision and have an interest in its outcome.

Teleworking: Teleworking involves the use of telephones, computers, and other technology to work from a location other than a conventional office.

Transportation Demand Management (TDM): Various strategies that change travel behavior (how, when and where people travel) in order to increase transport system efficiency and achieve specific objectives such as reduced traffic congestion, road and parking cost savings, increased safety, improved mobility for non-drivers, energy conservation and pollution emission reductions. Also called *Mobility Management*.

Transportation Management Association (TMA): A TMA is a partnership or organization that brings interested parties together to work on transportation issues.

Vanpool: A vanpool consists of five to fifteen people sharing their commute in a passenger van, generally riding to the same place of employment.

Vehicle Miles Traveled: Number of miles a vehicle has traveled for a commute.



Subject: Parking Regulations

Proposed Council Action:

1st Reading. Consider adopting the ordinance at second reading.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: June 27, 2011

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

CLH 6/22/11

Approved by City Administrator:

RJK

Approved as to form by City Atty:

via email

Approved by Finance Director:

N/A

Approved by Department Head:

Expenditure Required	Amount Budgeted	Appropriation Required
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INFORMATION / BACKGROUND

Given that street parking is limited in downtown Gig Harbor, the Gig Harbor Historic Waterfront Association has approached the City and requested time limits on street parking in certain locations in Gig Harbor's downtown. Parking time limits should improve parking circulation by reducing longer-term parking and thereby increase parking turnover and availability. In certain locations, two-hour parking should allow visitors and residents enough time to shop and dine without being required to move their vehicle. Several thirty-minute parking spaces should provide for more rapid turnover and availability of high demand street parking, especially near locations where brief shopping experiences are more frequent.

Proposed locations of two-hour and thirty-minute parking spaces are included in the attached ordinance. Under the discretion of the City Engineer, actual locations of two-hour and thirty-minute parking spaces may be less than authorized in the attached ordinance.

FISCAL CONSIDERATION

The proposed fine for violating the parking ordinance is \$25 and an additional \$25 for failure to respond or appear.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: 1st Reading. Consider adopting the ordinance at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKING REGULATIONS; ADOPTING A NEW CHAPTER 10.06 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, street parking is limited in downtown Gig Harbor; and

WHEREAS, parking time limits will improve parking circulation by reducing longer-term parking and thereby increase parking turnover and availability; and

WHEREAS, two-hour parking is necessary to allow visitors and residents enough time to shop and dine without being required to move their vehicle; and

WHEREAS, 30-minute parking provides for more rapid turnover and availability of high demand street parking, especially near locations where brief shopping experiences are more frequent; and

WHEREAS, Section 308-330-270(5) of the Washington Administrative Code, adopted by the City under GHMC 10.04.005, authorizes the Gig Harbor City Council to regulate parking of vehicles at all times; and

WHEREAS, the Gig Harbor City Council desires to adopt parking regulations to accomplish the goals set forth above; Now, therefore,

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

Section 1. New Chapter 10.06 - Adopted. A new chapter 10.06 of the Gig Harbor Municipal Code is adopted to read as follows:

**Chapter 10.06
PARKING REGULATIONS**

Sections:

- 10.06.010 Definitions
- 10.06.020 City engineer--authority
- 10.06.030 Parking prohibited at certain times
- 10.06.040 Restricted parking
- 10.06.050 Tire markings; reparking in same zone
- 10.06.060 Owner responsible
- 10.06.070 Violation--penalty

10.06.010 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

“Block” means the area comprised of properties along each side of a street between two intersections.

“Park” or “parking” means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

“Parking zone” means any continuous section on the same street or either side of the street having the same parking time restriction.

“Right-of-way” or “street” means any highway, avenue, lane, road, drive, place, boulevard, alley, right-of-way, way, sidewalk, planting or parking strip, shoulder and every way or place in the city of Gig Harbor open as a matter of right to public vehicular travel or parking or other similar public use.

“Vehicle” means every device capable of being moved upon a public roadway and in, upon, or by which any persons or property is or may be transported or drawn upon a public roadway, whether licensed or unlicensed, including boat trailer with or without a boat situated thereon and marine vehicle trailered or nontrailered.

10.06.020 City engineer--authority.

The city engineer shall, in a manner consistent with this chapter, locate and post, by official sign or marking upon the pavement or curb, restricted parking zones within the city rights-of-way where required to regulate parking. Such restrictions may include, but not be limited to, the prohibition of parking at all times, the prohibition of parking at certain times, the limitation of parking by durational limit, and such other restrictions as the city engineer may determine to be necessary to ensure the availability of safe and efficient parking.

10.06.030 Parking prohibited at certain times.

When official signs, markings or other devices are erected or placed upon any rights-of-way or any portion thereof regulating parking by vehicles, no person shall park a vehicle or cause a vehicle to remain on any rights-of-way in violation of such signs, markings or other devices.

10.06.040 Restricted parking.

A. 30-Minute Parking. The owner or operator of a vehicle shall not park such vehicle for a longer continuous time than 30 minutes of any day in areas described in subsection D below and identified with signs or markings upon the pavement or curb.

B. Two-Hour Parking. The owner or operator of a vehicle shall not park such vehicle for a longer continuous time than two hours of any day

in areas described in subsection D below and identified with signs or markings upon the pavement or curb.

C. The limitations in this section shall not relieve any person from the duty to observe more restrictive official signs prohibiting or limiting parking of vehicles in specified places or at specified times.

D. Restricted parking areas are as follows:

Thirty-Minute Parking			
Street	From	To	# Spaces
Pioneer Way	Harborview Drive	Judson Street	2
Harborview Drive	Rosedale Street	Pioneer Way	2
Harborview Drive	Dorotich Street	Rosedale Street	2
Harborview Drive	Pioneer Way	Soundview Drive	1
N. Harborview Drive	Burnham Drive	Peacock Hill Avenue	2

Two-Hour Parking (Except where thirty-minute parking is designated)		
Street	From	To
Harborview Drive	Soundview Drive	Dorotich Street
Pioneer Way	Harborview Drive	Judson Street
North Harborview Drive	Burnham Drive	Peacock Hill Avenue

10.06.050 Tire markings; reparking in same zone.

A. Obliterating Tire Markings. It is unlawful to conceal, obliterate, or erase markings on vehicle tires made by a parking enforcement officer or police officer for the purpose of recording parking time.

B. Where a time limit is established by official signs, no vehicle may be reparked on either side of the same street in the restricted time zone in order to extend the vehicle's parking time beyond the time limits established. For purposes of this section, a vehicle shall be deemed to be reparked and in violation of this section despite any movement of the vehicle unless the vehicle is moved to another street with a different street name than the street the vehicle was originally parked upon. It is no defense that the vehicle had been moved out of the zone for less than one hour before reparked in that zone.

10.06.060 Owner responsible.

A. Every person in whose name a vehicle is registered shall be responsible for any violation of this chapter caused by the parking of the vehicle in violation of this chapter.

B. It shall be no defense that the vehicle was parked illegally by another, unless proof is presented that the vehicle has been stolen and had not been returned to the registered owner by the date of the violation.

C. This section shall not apply to registered owners transferring vehicle ownership who have complied with RCW 46.52.140 prior to the date of the violation.

10.06.070 Violation--Penalty.

A. Unless otherwise designated, every person convicted of a violation of any provision of this chapter shall be guilty of a civil infraction and shall be subject to a monetary penalty in the amount of twenty-five dollars. Each act in violation of any of the provisions hereof shall be deemed a separate offense.

B. Any person who fails to respond or appear on any violation of any provision of the Gig Harbor Municipal Code set forth in this chapter shall be assessed a failure to respond or appear fee in the amount of twenty-five dollars as authorized under RCW 46.63.110(4).

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be 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 3. Effective Date. This ordinance shall take effect and be in full force and effect five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of July, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

“Two / 30-Minute Parking”

Harborview Drive between Rosedale St. and Pioneer St.



“Two / 30-Minute Parking”

Pioneer Way between Harborview Dr. and Judson St.



“Two / 30-Minute Parking”

Harborview Drive between Dorotich St. and Rosedale St.



“One / 30-Minute Parking”

Harborview Dr. between Pioneer Way and Soundview St.



"Two / 30-Minute Parking"

North Harborview Dr. between Burnham Dr. and Peacock Hill St.





Subject: Monetary Donations

Proposed Council Action:

1st Reading Only. Consider proposed donation ordinance and policy.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: June 27, 2011

Exhibits: Proposed ordinance & policy

Initial & Date

Concurred by Mayor:

CLH 6/22/11

Approved by City Administrator:

RVK

Approved as to form by City Atty:

WA 6/22/11

Approved by Finance Director:

DR 6/22

Approved by Department Head:

[Signature]

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required

INFORMATION / BACKGROUND

Periodically, private citizens, business groups or other organizations desiring to donate cash or its equivalent for public purposes approach the City. Donors typically want assurances that their donations will be expended on specific public purposes, which they have specified at the time they make the donation.

FISCAL CONSIDERATION

See policy

BOARD OR COMMITTEE RECOMMENDATION

The proposed draft donation policy was discussed at the February 22, 2011 Finance & Safety Committee meeting.

RECOMMENDATION / MOTION

Move to: 1st Reading Only. Consider proposed donation ordinance and policy.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO MONETARY DONATIONS MADE TO THE CITY; ADOPTING A NEW CHAPTER 3.50 TO THE GIG HARBOR MUNICIPAL CODE CREATING A "DONATIONS TO THE CITY OF GIG HARBOR FUND"; ADOPTING A NEW CHAPTER 3.52 TO THE GIG HARBOR MUNICIPAL CODE CONCERNING THE ACCEPTANCE OF MONETARY DONATIONS TO THE CITY; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35.21.100 requires that donations to the City be accepted by ordinance; and

WHEREAS, the City Council desires this ordinance to establish a procedure and means for the acceptance of donations to the City; and

WHEREAS, the City Council desires to create a new fund entitled "Donations to the City of Gig Harbor Fund"; Now, therefore,

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

Section 1. New Chapter 3.50 - Adopted. A new chapter 3.50 of the Gig Harbor Municipal Code is adopted to read as follows:

Chapter 3.50
Donations to the City of Gig Harbor Fund

Sections:

3.50.010 Created

3.50.010 Created.

There is created in the treasury of the city a special fund to be designated as the "Donations to the City of Gig Harbor Fund." Such special fund is created for the purpose of administering and accounting for monetary donations made to the City for specific public purposes or projects and the expenditures thereof.

Section 2. New Chapter 3.52 - Adopted. A new chapter 3.52 of the Gig Harbor Municipal Code is adopted to read as follows:

**Chapter 3.52
Monetary Donations**

Sections:

- 3.52.010 Acceptance.
- 3.52.020 Use.
- 3.52.030 Annual report.

3.52.010 Acceptance.

The City Administrator is authorized to accept all monetary donations of \$20,000.00 or less and to carry out any conditions thereof in accordance with the City of Gig Harbor's Monetary Donations Policy, if the terms or conditions are within the powers granted by law to the city. The City Administrator may decline to accept a donation if such donation is not consistent with the policies, plans, goals or ordinances of the city or if acceptance of same is contrary to law.

3.52.020 Use.

In the event a donor has indicated a desire for a particular use of a donation by the City, such donation shall, to the extent reasonably feasible, be used consistent with the donor's desired use. If a donor has not specified a particular desired use, the donation may be used for any municipal purpose.

3.52.030 Annual report.

The City Administrator shall provide the City Council with an annual report listing the nature and value of any and all monetary donations which were approved and accepted by the City Administrator in accordance with this chapter during the calendar year preceding the report.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be 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 4. Effective Date. This ordinance shall take effect and be in full force and effect five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of June, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, ESTABLISHING A DONATION POLICY.**

WHEREAS, private citizens, business groups or other organizations desiring to donate cash or its equivalent for public purposes approach the City; and

WHEREAS, donors typically want assurances that their donations will be expended on specific public purposes, which they have specified at the time they make the donation; and

WHEREAS, substantial donations, or groups of small donations, have been offered to the City to warrant the development of a mechanism within the City's accounting structure to accommodate them; and

WHEREAS, this donation policy will be in conjunction with a special revenue fund called the "Donations Fund" in which the appropriations, revenues and expenditures related to these donations will be recorded and tracked; and

WHEREAS, a donation policy is necessary to describe the Donations Fund and provide the accompanying procedures and conditions for accepting monetary donations on behalf of the City of Gig Harbor; and

WHEREAS, a donation policy will provide a consistent methodology regarding the accounting for monetary donations; and

WHEREAS, the City of Gig Harbor is committed to the accurate and efficient use and tracking of donated funds in keeping with the intent of the donors; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. Adoption of the Policy. The City Council hereby adopts the Donation Policy of the City of Gig Harbor, as set forth in Attachment A.

RESOLVED by the City Council this ___ day of _____, 2011.


APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

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

	CITY OF GIG HARBOR – POLICIES AND PROCEDURES	
	TITLE: MONETARY DONATION POLICY	
POLICY MANUAL SECTION & NO.	EFFECTIVE DATE: REVISED DATE:	APPROVED:

BACKGROUND

Periodically, private citizens, business groups or other organizations desiring to donate cash or its equivalent for public purposes approach the City. Donors typically want assurances that their donations will be expended on specific public purposes, which they have specified at the time they make the donation. Recently, enough substantial donations, or groups of small donations, have been offered to the City to warrant the development of a mechanism within the City's accounting structure to accommodate them. This policy will be in conjunction with a special revenue fund called the "Donations to the City of Gig Harbor Fund" in which the appropriations, revenues and expenditures related to donations with specific conditions will be recorded and tracked. All donations without conditions on their expenditure will be placed in the general fund and may be used for any municipal purpose.

PURPOSE

This policy and procedure serves to describe the Donations Fund and the accompanying procedures and conditions for accepting monetary donations on behalf of the City of Gig Harbor. The creation of the "Donations to the City of Gig Harbor Fund" (hereinafter identified as Donations Fund) achieves a consistent methodology regarding the accounting for monetary donations.

PROCEDURES

Please refer to the following process for the "Donations Fund", including the Donation Agreement, for specific procedures to follow for accepting monetary donations on behalf of the City.

1. Purpose & Origin

The purpose of this Fund is to provide for financial administration, including project accounting, of monetary donations to the City and expenditure thereof.

The Donations Fund is only to be used for monetary donations which have a specified purpose. This fund does not intend to substitute for City policy and processes in place regarding donations of real property.

2. Fund Management and Approval Authority

Donors typically want assurances that their donations will be expended on specific public purposes that they have specified at the time they make the donation. Approval authority for each project will be through the affected department, as designated by the city administrator. It will also be the affected department's responsibility to monitor expenditures to ensure that donations are being expended in compliance with the wishes of the donors and to provide feedback to donors should it be requested.

The Finance Department will monitor projects in the Donations Fund to ensure that expenditures do not exceed revenues.

3. Appropriations and Budgets

The Finance Department will bring budgetary appropriation adjustments forward for City Council approval periodically as required, but at least annually with the other budgetary adjustments.

4. Mechanics of the Donations Fund

a) When donations which conform to the purpose of this fund are presented to the City, the appropriate department receiving and managing the donation will initiate and approve a Donation Agreement form. The Donation Agreement clarifies the purpose of the donation and the City's position on fulfilling that identified goal. Copies of the form should be filled out and forwarded to the city administrator for approval and signature. The City may accept donations made for a specific purpose via its website when the City has provided a mechanism on its website such that a donor must accept the terms of a Donation Agreement prior to making the donation. A Donation Agreement shall not be required for any monetary donations made without conditions on their expenditure.

b) Donors wishing to donate funds for park or street furniture shall select from a list of styles and locations as determined by the City.

b) The donor's original check should be attached to one copy of the Donations Agreement and forwarded immediately to the Finance Department who will deposit the funds into the Donations Fund.

d) If the city administrator chooses to present the donation to the City Council, the affected department will be contacted to assist in that process; however, the city administrator is authorized to accept donations of \$20,000.00 or less without Council approval pursuant to Ordinance No. .



ADMINISTRATION

TO: CITY COUNCILMEMBERS
FROM: LAUREN LUND, MARKETING DIRECTOR
SUBJECT: AMENDMENTS TO SPECIAL EVENTS PERMIT
DATE: JUNE 27, 2011

off

INFORMATION/BACKGROUND

In an effort to broaden our ability to hold events in City parks and rights of way to accommodate some commercially sponsored events, staff is proposing the following changes to the wording in our special events permit process;

WHAT IS A SPECIAL EVENT?

Any activity that occurs on public property and affects the ordinary use of parks, public streets, rights-of-way, and or sidewalks. For practical purposes, this includes, but is not limited to parades, fun runs, art fairs, bicycle runs, festivals, concerts etc.

Event organizers must pay for police and public works services as deemed necessary through the permit process. Each applicant must pay a non-refundable application fee and be able to show liability insurance of a minimum of \$1,000,000. Additional insurance may be requested, depending on the event and following the permitting process. Fees are;

Non-Profit Fee \$50

Non-Profit events are not limited but the City of Gig Harbor reserves the right to deny an application if other events scheduled are already requiring a majority of the city staff time. Many events are grandfathered in to the city's calendar of events. Applicants should be prepared to consider alternate dates. Non-Profit events are those organized by a 501(c)3 or 501(c)6 organization.

Commercial Fee \$500

Commercially operated events are confined to sporting events such as races and triathlons, performances such as concerts and theatre. Other events may be considered through the permitting process. No events will be allowed that are designed solely to sell commercially produced product. Commercially operated events will be limited to one per month in the city. City of Gig Harbor reserves the right to deny an application if other events scheduled are already requiring a majority of the city staff time. Many events are grandfathered in to the city's calendar of events. Applicants should be prepared to consider alternate dates.

No City of Gig Harbor park or facility can be reserved for the sole purpose of a private

function or event except for the picnic shelter at Crescent Creek Park. For information on reserving the picnic shelter contact the City of Gig Harbor at (253) 853-7638

RECOMMENDATION

Bring forward an ordinance implementing the recommended changes to the special events section of the Gig Harbor Municipal Code.