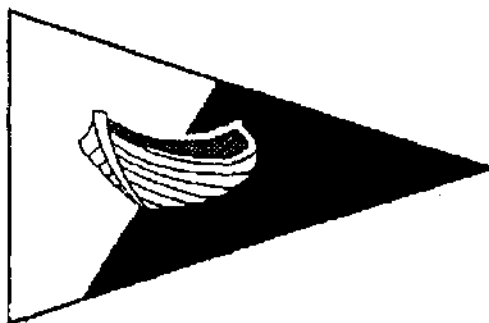


**GIG HARBOR
CITY COUNCIL MEETING**



MARCH 28, 1994

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
MARCH 28, 1994**

SPECIAL PRESENTATION:

Proclamation - National Child Abuse Prevention Month.

PUBLIC COMMENT/DISCUSSION:

Pre-annexation Zoning / Notice of Intent to Annex - Anna Nelson.

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

Waste Reducers / Bag Hunger.

OLD BUSINESS:

1. Third Reading - Amendment to Zoning Code - Fence Standards.
2. Second Reading - Hearing Examiner Recommendation: Zoning Map Correction.

NEW BUSINESS:

1. First Reading - Ordinance Adopting New City Code.
2. Award of Bid - Supplies to Construct Waterline along Stanich Avenue.
3. First Reading - Commute Trip Reduction Ordinance and Interlocal Agreement.
4. Ray Nash Drive Community Drainfield.

DEPARTMENT DIRECTORS' REPORTS:

MAYOR'S REPORT:

Establishing a Reference Library.

COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION: None Scheduled.

ADJOURN:



6314 19th Street West #3
Tacoma, Washington 98466

February 2, 1994

Honorable Gretchen Wilbert
Mayor of Gig Harbor
8825 Harborview Drive N., #8
Gig Harbor, WA 98335-2168

Dear Mayor Wilbert,

Governor Lowery has proclaimed April as Child Abuse Prevention Month in the State of Washington. Enclosed is a sample proclamation for use in your city during the month of April. Anything you can do to increase awareness and help prevent child abuse is greatly appreciated.

Child Abuse Prevention Resources can provide you with a list of activities that are happening throughout your community. We encourage you to support programs and agencies that prevent child abuse in all forms and promote healing where abuse has occurred.

Please present this or a similar proclamation at your next City Council Meeting to be voted on. Please notify Sharon Ferrell, Executive Director, or myself, when this proclamation will be voted on so that a member of our Board of Directors or staff can attend.

Thank you for your commitment in the area of prevention.

Sincerely,

Regina Funkhouser
Community Involvement Coordinator



A United Way Agency



6314 19th Street West #3
Tacoma, Washington 98466

**THE CITY OF
GIG HARBOR
PROCLAMATION
BY THE MAYOR**

Whereas, April is National Child Abuse Prevention Month; and

Whereas, high-quality, positive parenting and family support is essential to the development of healthy children; and

Whereas, promoting the health of families and preventing child abuse and neglect requires the awareness and involvement of individuals, community organizations, businesses and government on local, state and national levels; and

Whereas, the safety, development and well being of every child is the responsibility of every adult; and

Now, therefore, I, Gretchen Wilbert, Mayor of Gig Harbor, do hereby proclaim April 1994 as

CHILD ABUSE PREVENTION MONTH

in the city of Gig Harbor, and I urge all citizens to become aware of and support programs that assist in preventing child abuse.



A United Way Agency

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, April is National Child Abuse Prevention Month; and

WHEREAS, high-quality, positive parenting and family support is essential to the development of healthy children and

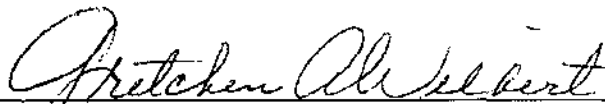
WHEREAS, promoting the health of families and preventing child abuse and neglect requires the awareness and involvement of individuals, community organizations, businesses and government on local, state and national levels; and

WHEREAS, the safety, development and well being of every child is the responsibility of every adult; and

NOW, therefore, I, Gretchen Wilbert, Mayor of Gig Harbor, do hereby proclaim April 1994 as

CHILD ABUSE PREVENTION MONTH

in the City of Gig Harbor, and I urge all citizens to become aware of and support programs that assist in preventing child abuse.


Gretchen A. Wilbert, Mayor


Date




City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM:  Planning Department/Planning Commission

DATE: March 24, 1994

SUBJ.: Planning Commission Recommendation -- ANX 93-02,
Preannexation Zoning

Attached for your consideration is a notice of intent to annex submitted by Anna Nelson for a one acre parcel located east of and adjacent to Soundview Drive. The petitioner requested a zoning designation of R-2 (single family/duplex) as the property to be annexed contains three duplex dwelling units.

The Planning Commission conducted a public hearing on the proposed zoning designation at its meeting of March 8, 1994 and, following public comment and discussion, recommended that the Council adopt an R-2 designation for the area, based upon the findings and conclusions as recommended by staff in its report of March 3, 1994.

Pursuant to RCW 35A.14.130 and 35A.14.330, the legislative body of a code city shall conduct a public hearing on the petition for annexation and a minimum of two public hearings, not less than thirty days apart, on the proposed zoning for the area. Staff has consolidated this process so that Council may accept testimony on the annexation and the preannexation zoning request. A resolution for the annexation of this property under an R-2 designation is attached for your review and consideration. Following Council's second hearing, the resolution may be adopted and the petition forwarded to the Pierce County Boundary Review Board for its approval.

CITY OF GIG HARBOR
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR ACCEPTING AN ANNEXATION PETITION SUBMITTED BY ANNA NELSON AND ESTABLISHING A ZONING DESIGNATION OF R-2 (SINGLE FAMILY/DUPLEX) FOR A ONE ACRE PARCEL OF LAND LOCATED EAST OF AND ADJEACENT TO SOUNDVIEW DRIVE, AND ENTERS AN INTENT TO APPROVE AND REFERRING THE PETITION TO THE PIERCE COUNTY BOUNDARY REVIEW BOARD.

WHEREAS, on December 21, 1993, a petition for annexation of approximately 1 acre was submitted for the property lying east of Soundview Drive, at 65th Street Court NW; and,

WHEREAS, the petition which has been certified by the City Administrator as legally sufficient containing the signatures of not less than 100% of the owners of assessed evaluation and the legal description of the subject property are attached to this resolution and made a part hereto; and,

WHEREAS, such annexation proposal is within the Urban Area Boundary as defined in the Urban Area Agreement of September, 1987, between Pierce County and the City of Gig Harbor; and,

WHEREAS, such annexation proposal is within the future potential annexation area as defined by the City of Gig Harbor; and

WHEREAS, the petitioner requests annexation to obtain city services, principally sewer, to correct an on-site sewage disposal problem; and,

WHEREAS, on the 8th of March, 1993, the City Planning Commission conducted a public hearing on the proposed zoning for the property; and,

WHEREAS, the Planning Commission found that a zoning designation of R-2 (single family/duplex) is appropriate for the parcel as the property is built-out with two-family dwelling units at a density compatible with the proposed zone; and,

WHEREAS, the City Council has reviewed the petition for annexation in which the petitioner agrees to annexation under the following terms:

1. Assumption by the property owners their portion of the City of Gig Harbor's indebtedness;
2. The area shall be zoned as single family/duplex (R-2), subject to the City of Gig Harbor Zoning Code, Title 17 of the Gig Harbor Municipal Code;

WHEREAS, on March 3, 1994 a determination of non-significance was issued for the proposal, based upon a review of the environmental documents submitted by the petitioner, in accordance with the City of Gig Harbor Environmental Policy Ordinance, Title 18 of the Gig Harbor Municipal Code; and,

WHEREAS, at the public hearings of March 28, 1994 and May 3, 1994, the City Council does hereby declare its intent to authorize and approve said annexation, and to accept same as a part of the City of Gig Harbor; and,

WHEREAS, the City Council shall comply with the procedural requirements of RCW 35A.14 to the conclusion of this annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. The City Council of the City of Gig Harbor does hereby declare its intent to authorize and approve the annexation and to accept the subject property as described in Exhibit "A" as part of the City of Gig Harbor with the following requirements:

1. Assumption by the property owners their portion of the City of Gig Harbor's indebtedness.
2. The area shall be zoned as single family residential/duplex (R-2) subject to the City of Gig Harbor Zoning Code, Title 17 of the Gig Harbor Municipal Code.

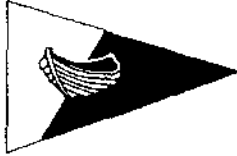
Section 2. The City Clerk of the City of Gig Harbor hereby declares the annexation petition contiguous with the boundaries of the City of Gig Harbor and said property which is more particularly described in the petition which is marked Exhibit "A" and which is made a part hereto. The City Council does refer the petition and petitioner to the Pierce County Boundary Review Board for approval of the annexation and the City Council shall not take any further action on the annexation proposal until such time the Pierce County Boundary Review Board has completed its review of the notice of intent to annex.

PASSED AND APPROVED, at the regularly scheduled City Council meeting of the day of May XX, 1994.

Gretchen Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator
Filed with City Clerk: 3/23/94
Passed by City Council:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

**STAFF REPORT
ENVIRONMENTAL EVALUATION AND
REPORT TO THE HEARING EXAMINER**

**Preannexation Zoning Request (AN 93-02, Nelson)
March 3, 1994**

PART I: GENERAL INFORMATION

A. PETITIONER/SPONSOR

Anna Nelson
4513 -35th Ave. Court NW
Gig Harbor, WA 98335
PH: 851-6684

B. OWNER:

Same as petitioner

C. AGENT:

N/A

D. REQUEST:

Reannexation zoning request for a parcel of approximately 1.0 acre. Applicant proposes a zoning designation of R-2, which permits single family and duplex development.

E. PROPERTY DESCRIPTION:

1. Location:

The property is located within a portion of the SW 1/4 of the SE 1/4 in Section 8, Township 21 North, Range 2 E.W.M. It is more

Report to Planning Commission
ANX 93-02 Preannexation Zoning

particularly described as being located at 2906 and 2920 65th Street Court NW, Pierce County Assessor's Tax Parcel Numbers 02-21-08-4-132 and 133.

2. Site Area/Acreage:

The site is approximately one acre in area.

3. Site/Physical Characteristics:

- i. **Soil Type:** Harstine Gravely Sandy Loam
- ii. **Slope:** Parcel is level in front with an 8 - 10 percent slope in the rear.
- iii. **Drainage:** Easterly toward rear of property
- iv. **Vegetation:** Primarily domestic landscaping

The property currently has three duplexes on site, which is essentially its "built-out" state. Due to failing on-site drainfields, the property owner is requesting hookup to City sewer and, to obtain sewer service at the current City rate, annexation to the City of Gig Harbor.

F. SURROUNDING LAND-USE/ZONING DESIGNATION:

North: Non-residential structure, zoned R-2.
West: Single Family Residences, zoned R-1.
South: Duplex/Single Family Residences, zoned R-2.
East: Residential Environmental, Pierce County.

G. UTILITIES/ROAD ACCESS:

Access is provided by Soundview Drive and 65th Street NW.

H. PUBLIC NOTICE:

Public notice was provided as follows:

Published in Peninsula Gateway: March 2, 1994.
Posted in three conspicuous places in the vicinity of the property:
March 1, 1994.

PART II: ANALYSIS

Applicable State Codes:

Chapter 35A.14.330 (RCW) - "The legislative body of any code city, acting through its planning agency created pursuant to 35A.63 RCW may prepare a proposed zoning regulation to become effective upon the annexation of any area which might reasonably be expected to be annexed to the code city at some future time..."

To the extent reasonable, such zoning regulation shall be designed to encourage the most appropriate use of land throughout the area to be annexed.

City of Gig Harbor Comprehensive Plan:

Environment

6. Septic Use - Enforce exacting performance standards governing land use development on soils which have poor to fair permeability, particularly the possible use of septic sewage drainfields or similar leaching systems.

Land Use

1. Capable Areas - As much as possible, allocate high density urban development onto land which are capable of supporting urban uses.
3. Serviceable Areas - Allocate urban uses onto capable, suitable lands which can be provided ...sewer...

The area is designated low urban residential which provides for an average density of 3.5 dwelling units per acre. The current density is six dwelling units per acre.

Utilities

5. Service Area - Provide sewer services for residents of the city, parties who negotiate rates in excess of city residents and parties who agree to annex in exchange for service. Use sewer service potential as a means of controlling and phasing future urban developments within the Gig Harbor Planning Area. Work with the County and the State to correct failed septic systems..

Other Policy Issues:

Previous annexations to the south of this property (Reid Road Annexation, #90-04 and Shore Acres Annexation, #91-05) have failed due to a lack of support on the part of residents within the area to annex. At the conclusion of one annexation request in 1991, the City Council found that future requests for sewer service in this area should only be considered upon the successful completion of annexation. The petitioner has been appraised of this informal policy of the Council and, consequently, has submitted an annexation petition bearing the signature of 100% of the assessed evaluation with the area.

City sewer service is available to the west of the property.

PART III: FINDINGS AND CONCLUSIONS

Based upon the previous analysis, staff finds as follows:

1. The property owner has petitioned to annex to the City of Gig Harbor to obtain sewer service.
2. Septic systems on the petitioners property are failing or have failed and city sewer service is desirable to correct this potential health hazard.
3. The property, which is approximately one acre in area, has three duplex dwelling units (6 d.u. per acre).
4. The area to the south, which is within city limits, is zoned R-2 and has seven duplex units.
5. An R-2 designation is consistent with the current uses on-site and adjacent uses immediately to the south and east.
6. The City Comprehensive Plan considers this area as "low-density residential" and allocates a density of 3.5 dwelling units per acre average. The proposed R-2 provides for 6 DU/acre, which reflects the existing condition as created under the Pierce County Peninsula Development Regulations.

PART IV: RECOMMENDATION

Based upon the information contained in Part II of this report and the findings as stated in Part III, staff recommends that the Planning Commission recommend to the

Report to Planning Commission
ANX 93-02 Preannexation Zoning

City Council a zoning designation of R-2 be established for the petitioners property upon annexation to the City of Gig Harbor. Documents pertinent to your review are attached.

Staff report prepared by: Ray Gilmore, Planning Director

Date: 3/3/94

PETITION FOR ANNEXATION TO THE
CITY OF GIG HARBOR, WASHINGTON

TO: Honorable Mayor and City Council
City of Gig Harbor
3501 Judson Street
Gig Harbor, WA 98335

WE, the undersigned, being of not less than sixty percent (60%) in value (according to the assessed valuation for general taxation) of the real property described on Exhibit "A", attached thereto, lying contiguous to the City of Gig Harbor, Washington (an optional municipal code city), do hereby petition that such territory be annexed to and made a part of the City of Gig Harbor under the provisions of RCW 35A.14.120, et seq., and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Pierce County, Washington, and is described on Exhibit "A", attached hereto.

WHEREFORE, the undersigned respectively petition the City Council of the City of Gig Harbor and ask:

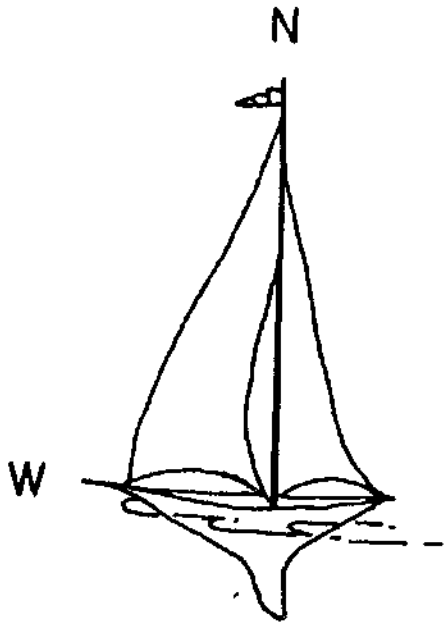
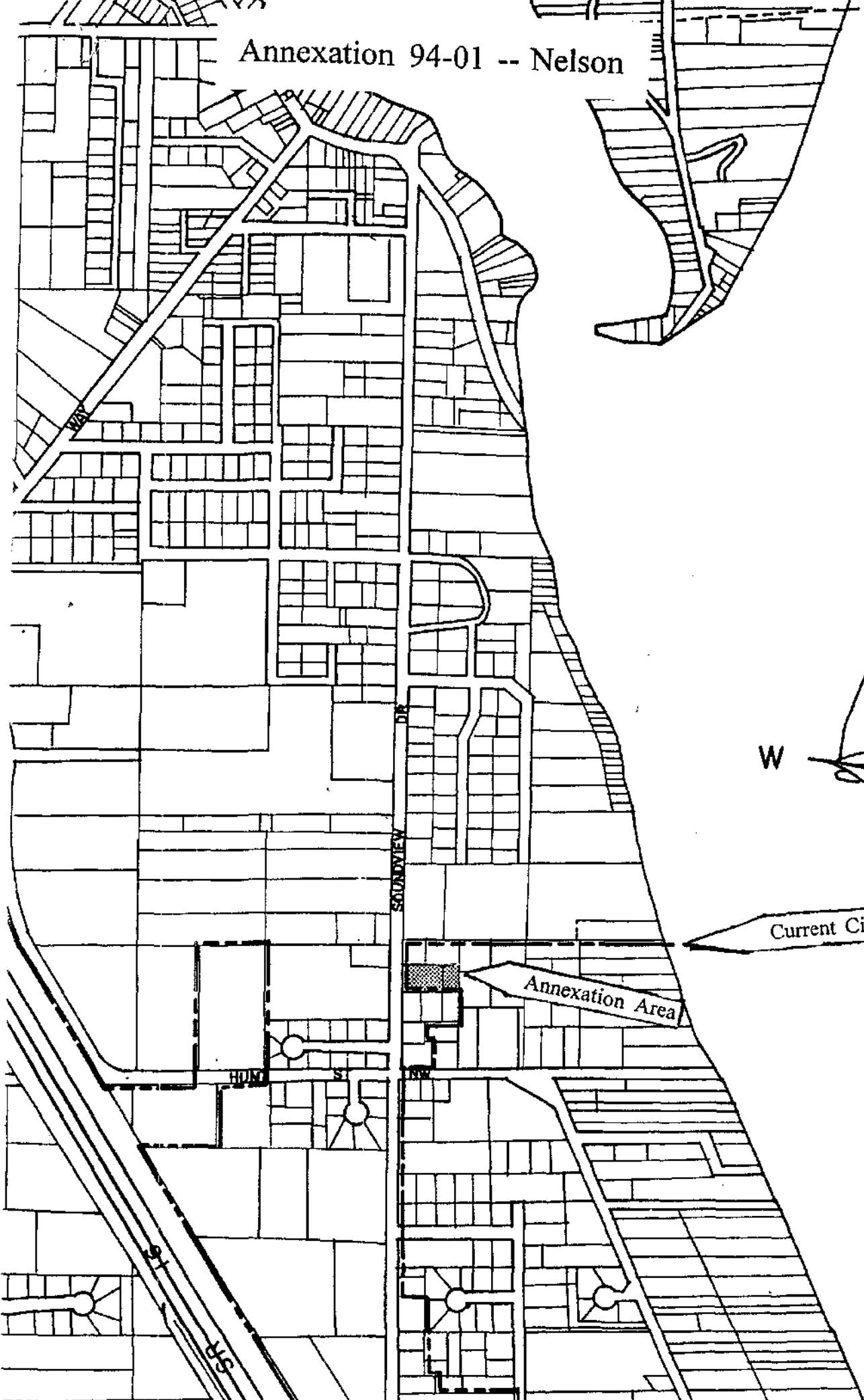
(a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing notice to be published and posted, specifying the time and place of such a hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and

(b) That following such hearing, and subsequent to approval by the Pierce County Boundary Review Board if such is convened, the City Council determine by ordinance that such annexation be effective; and that property so annexed shall become a part of the City of Gig Harbor, Washington, subject to its laws and ordinance then and thereafter in force.

The Petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as property within the City of Gig Harbor for any now outstanding indebtedness of said City, including assessments or taxes in payment of any bonds issued or debts contracted, prior to existing at the date of annexation, and that simultaneous adoption of proposed zoning regulations be required, in accordance with the requirements of the City of Gig Harbor City Council. It is further understood that the proposed zoning of said area proposed for annexation as described in the City of Gig Harbor Comprehensive adopted pursuant to Ordinance 496 of the City of Gig Harbor, and as

Annexation 94-01 -- Nelson

PUGET SOUND



Current City Boundary

Annexation Area

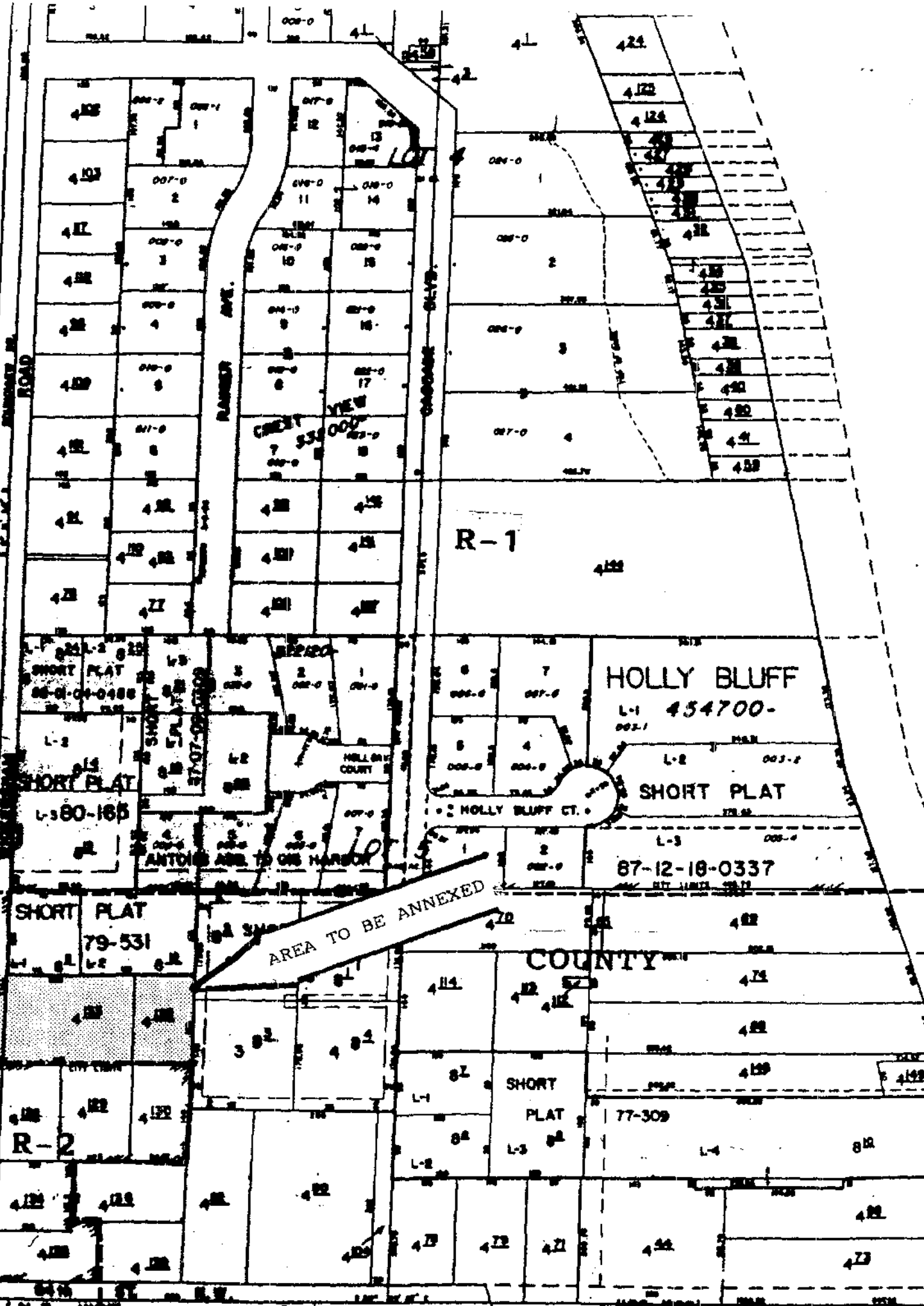
HUM ST

ST

SOUNDVIEW DR

ST

ST



RAMBER AVE.

SHORT PLAT
L-3 80-165

SHORT PLAT
79-531

R-2

ANTOINETT AVE. TO ONE HARBOR

RAMBER AVE.

HILLBURY COURT

AREA TO BE ANNEXED

R-1

HOLLY BLUFF
L-1 454700-
SHORT PLAT
L-2 003-2
HOLLY BLUFF CT.
L-3 000-4
87-12-18-0337

COUNTY

SHORT PLAT
L-1
L-2
L-3
L-4
77-309

142

4129

4129

4129

4129

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MARCH 14, 1994

PRESENT: Councilmembers Platt, Stevens Taylor, Ekberg, Markovich, Picinich and Mayor Wilbert.

PUBLIC COMMENT: No public comment.

SPECIAL PRESENTATION: Chief of Police, Dennis Richards and City Administrator, Mark Hoppen performed the swearing in ceremony of two new Reserve Officers. Chief Richards explained that John Wall and Craig Powell had both completed their course at the Washington State Police Reserve Academy. Chief Richards congratulated the new reserves and presented them with their badges.

CALL TO ORDER: 7:10 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of the last council meeting as submitted.
Stevens Taylor / Platt - unanimously approved.

CORRESPONDENCE: None presented.

OLD BUSINESS:

1. **Final Reading - Business License Ordinance and Fee Resolution.** Mark Hoppen presented the final reading of this ordinance to refine the business license process. Carol Morris, legal counsel, answered questions regarding the inclusion of new language requested at the last council meeting. Councilmember Markovich asked that language also be included under the Suspension or Revocation procedure section to include the City Council in the process to initiate this action.

MOTION: Move Ordinance #666 relating to general business licensing and describing the process for business licensing application, review, approval, and appeals, and also setting fees, be approved, modifying Section 5.01.130 by addition of language preapproving license suspension or revocation procedures by the City Council and making the other amendments to words and grammar as indicated.
Markovich / Stevens Taylor - unanimously approved.

MOTION: Move adoption of Resolution #412 establishing the means to modify business license fees.
Markovich/Picinich - unanimously approved.

2. **Second Reading - Amendment to Zoning Code - Fence Standards.** Ray Gilmore presented the second reading of this amendment to the zoning code regarding fencing standards. After discussion regarding design standards and restriction of building materials for

fences, Council asked that Section 17.08.010 - Conformance Required - Fence or Shrub Height, be stricken, and the reference to this section be removed from Section 17.04.340. Mr. Gilmore suggested that a definition of perimeter be added to Section 17.04.340 as follows: "...and which the prime purpose is to separate, screen or partition a parcel or parcels along the perimeters from adjoining parcels." Changes will be made and this ordinance presented for a final reading at the next council meeting.

3. Resolution - Request to Amend Site Plan 93-02 Gig Harbor Car Wash II. Ray Gilmore presented the second reading of this resolution and the additional traffic study information requested by council at the last reading of this resolution. After discussing the project, the following motions were made.

MOTION: Move approval of Resolution #413.
Stevens Taylor / Markovich -

AMENDED MOTION: Under paragraph 4, so this is consistent with the properties on either side, that it read "a revised final landscape plan reflecting the revised site plan shall be submitted for a staff review and approval prior to permit issue and that the west side of the property be landscaped with evergreen screening."
Ekberg/Picinich - Ekberg and Picinich voting in favor, Councilmembers Stevens Taylor, Markovich and Platt voting against.

AMENDED MOTION: Amend the resolution to correct the amount of the participation due to \$2,681.25.
Ekberg/Platt - unanimously passed.

Phil Arenson, project owner, presented council with a letter from the Public Works Director, Ben Yazici, which listed the calculated amounts for the project participation. In addition to the 1.1% of the total construction cost of the Kimball / Pioneer Way intersection of \$243,750, he added a 10% credit for visits to the site that would utilize both the oil change and carwash services. Therefore, the financial participation should be \$2,413.13, the original amount stated in the resolution.

NEW MOTION: Move we adopt Resolution #413 with the original proposal of the assessment amount \$2,413.13 and inclusion of conditions one through five.
Picinich/Markovich - unanimously approved.

NEW BUSINESS:

1. First Reading - Hearing Examiner Recommendation: Zoning Map Correction. Ray Gilmore presented the Hearing Examiner's decision on a zoning map correction that was proposed by the City of Gig Harbor Planning-Building Department. The recommendation

is that the official zoning map be corrected and that the proper designation of RB-1 be assigned to the property located at the southeast corner of North Harborview Drive and Vernhardson Street. Both Mr. Gilmore and legal counsel advised councilmembers that this was not a public hearing, and no additional information could be submitted at this reading. This ordinance will return at the next council meeting for a second reading.

2. Professional Service Contract: Comprehensive Plan EIS - Beckwith Consulting Services. Ray Gilmore presented this contract for consulting services with Beckwith Consulting Services to prepare an environmental impact statement for the revised City of Gig Harbor Comprehensive Plan. This EIS will help meet the SEPA compliance obligations under the Growth Management Act. He explained that \$11,500 of State DCD funds will be used to offset the City's expense.

MOTION: Move to authorize staff to negotiate a contract with Beckwith Consulting Group, for a fixed amount of fifteen thousand dollars for the preparation of the draft and final EIS for the City's revised comprehensive plan.
Stevens Taylor / Ekberg - unanimously approved.

3. Request for Time Extension - SPR 92-01/VAR 92-02 Ribary Dental Clinic. Ray Gilmore presented this request for a two year extension for site plan approval for a dental clinic to be located at 6867 Kimball Drive, to allow additional time for securing financing. He suggested that to be consistent with the one year extension allowances on variances and conditional use permits, that council limit the extension to one year only.

MOTION: Move we adopt Resolution #414 allowing a one year extension for site plan approval for this project.
Picinich/Markovich - unanimously approved.

4. Special Occasion Liquor License - Double Diamond Dancers. No action required.
5. Liquor License Renewals - Eagles, Rib Ticklers, & The Tides. No action taken.

DEPARTMENT DIRECTORS' REPORTS:

Chief Richards presented the monthly activity report, and gave a brief overview of the program to prevent blood borne pathogens within his department. He explained that the officers, reserves, and clerks had all received their hepatitis B inoculations, placing them in compliance with regulations.

ANNOUNCEMENT OF OTHER MEETINGS: No announcements made.

APPROVAL OF BILLS:

MOTION: To approve Bill Vouchers #11897 through #11988, in the amount of \$110,817.26.
Platt/Picinich - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: To approve payroll warrants #9485 through #9597, less 9516, 9564, 9580, and 9587, in the amount of \$161,378.23.
Platt/Stevens Taylor - unanimously approved.

EXECUTIVE SESSION: None scheduled.

ADJOURN:

MOTION: To adjourn at 8:45 p.m.
Stevens Taylor/Ekberg - unanimously approved.

Cassette recorder utilized.
Tape 344 Side B 296 - end.
Tape 345 Side A 000 - end.
Tape 345 Side B 000 - end.
Tape 346 Side A 000 - 383.

Mayor

City Administrator



9116 Gravelly Lake Drive S.W.
Tacoma, Washington 98499-3190
(206) 593-4050 • FAX (206) 582-9146

March 18, 1994

Mayor Gretchen Swayze Wilbert
3105 Judson Street
P.O. Box 145
Gig Harbor, WA 98335-0145

Dear Mayor Wilbert:

Enclosed for your information is a **Bag Hunger** sticker and a copy of the *Waste Reducers Newsletter* which will be mailed to all county and city residents beginning March 25th. We are providing you with this information prior to the mailing to ensure that you and your city council are aware of this community project that will be occurring throughout Pierce County during the month of April.

This newsletter begins the public information campaign about the County's month-long April celebration of Earth Day which combines curbside recycling with a community service. Last year's pilot project successfully collected 71,000 pounds of canned goods and the County has decided to make this an annual event. This year the goal is to collect 100,000 pounds.

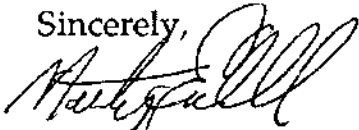
The program is jointly sponsored by Pierce County, all solid waste haulers, the Emergency Food Network, and the City of Tacoma. It brings together the residents of all jurisdictions to raise food for the area's hungry and to increase the awareness of curbside recycling programs. As described in the newsletter, the haulers and recycling truck drivers will collect the canned goods and deliver them to the Emergency Food Network, a non-profit distributor of food to more than 60 affiliated emergency food sites throughout Pierce County.

As we indicated in our letter to you on March 3, this project is part of Pierce County's commitment to maintaining our unique public-private partnership in the solid waste management arena and our commitment to keep you informed of all activities.



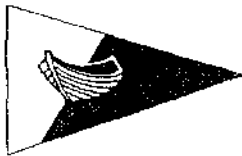
We look forward to working with you on this project. It's through joint efforts like this that we can both serve our residents and also build community support for other cooperative government activities. We have plenty of stickers for distribution should you wish to do additional public outreach activities in your community. Should you want more stickers, or have any questions regarding **Bag Hunger**, just call us at 593-4050.

Sincerely,



R. MARTY ERDAHL
Solid Waste Manager

RME:nlm S00947.RME
Enclosure



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM: Ray Gilmore, Planning-Building Dept. Director

DATE: March 23, 1994

SUBJ.: Third Reading of Ordinance - Amendment to Zoning Code: Fence Standards

Summary of Proposal

At the last Council meeting (second reading of the ordinance), Council discussed amending the proposal to permit all types of fences currently permitted in the City, with the exception of plywood sheeting as fence material. Also discussed was the proposed definition of fences related to function and location.

The attached ordinance reflects those changes and concerns expressed by Council. The latest changes are:

1. Amend definition to also define fence as screening within a portion of the parcel. Rationale: To assure that the same height and materials standards apply.
2. Amend fence siting standards (17.08.010) to prohibit fences of plywood or composition board sheeting. Rationale: Primarily aesthetics control.

Recommendation

With these changes, staff recommends that Council adopt the revisions to the Planning Commission's recommendation to include staff's proposed revision to the definition and Section 17.08.010. The ordinance has been amended to reflect findings in support of the changes.

**CITY OF GIG HARBOR
ORDINANCE #___**

AN ORDINANCE RELATING TO LAND USE AND ZONING, AMENDING SECTION 17.04.340 AND 17.08.010 OF THE GIG HARBOR MUNICIPAL CODE TO ALLOW ADDITIONAL TYPES OF FENCE MATERIALS WITHIN CITY LIMITS.

WHEREAS, the City Council recently adopted ordinance #652 which limits fences in Gig Harbor to board and post construction only; and,

WHEREAS, the Planning Staff and Planning Commission and have found that the new standards had the unintended effect of prohibiting other types of fences which would reflect the architectural style, visual quality and character of Gig Harbor consistent with the stated goals and policies in the City's comprehensive plan including the goal to create visual interest defined on pg. 40 of the plan, and the goal to create visual identity defined on pg. 42 of the plan; and,

WHEREAS, the Planning Department has recommended to the Planning Commission a text amendment to the fence standards in a report dated February 15, 1994; and,

WHEREAS, the City of Gig Harbor Planning Commission conducted a public hearing on the proposed text amendment on January 15, 1994 to accept public comment on; and,

WHEREAS, there was no public input received on the proposed text amendment and the City of Gig Harbor Planning Commission has determined that the plan is consistent with all stated goals and policies of the Comprehensive Plan and is consistent with the intent of the recent amendments defined in Ordinance #652;

WHEREAS, the City Council has also considered the text amendment during its regular meeting of February 28, 1994 and March 14, 1994 and found that revisions to the Planning Commission's recommendation are necessary and essential; and,

WHEREAS, the City Council has reviewed the recommendation of staff in a memo dated March 9, 1994, and, with modification, accepts a revised definition of fence per section 17.04.340; and,

WHEREAS, the City Council finds that the design standards for fences, as recommended by the Planning Commission should be part of a more comprehensive design review program and should not be approached as a separate issue from the more substantive design review issues within the city.

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

Section 1. Sections 17.04.340 of the Gig Harbor Municipal Code is hereby amended to read as follows:

...

17.04.340 Fence. "Fence" means a barrier that is constructed of one or more of the following materials, or a combination thereof, of wood, metal, plastics and masonry materials and which the prime purpose is to separate, screen or partition a parcel, parcel or parcels along the perimeters from adjoining parcels, or to screen or partition within a portion of a parcel.

...

Section 2. Section 17.08.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

...

17.08.010 Conformance Required - Fence or Shrub Height.

...

D. Fences shall not be constructed of a board and post construction, The use of plywood or composition sheeting as fence material shall not be permitted.

...

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. Effective Date. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the Council held on this ____ day of March, 1994.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk


Filed with City Clerk: 3/14/94
Passed by City Council:
Date published:
Date effective:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: Mayor Wilbert and City Council

FROM:  Ray Gilmore, Planning Director

DATE: March 23, 1994

SUBJ.: Hearing Examiner Decision and Recommendation: Map Error Correction/Second Reading of Ordinance.

Attached is the Hearing Examiner's decision on a zoning map correction as proposed by the City of Gig Harbor Planning-Building Department. The Examiner has recommended that the official zoning map for the City of Gig Harbor be corrected and that the proper designation of RB-1 be accorded the subject property, located at the southeast corner of North Harborview Drive and Vernhardson Street.

The history of the property in question is documented in the Planning staff report of 2/9/94. Because the City does not have an established process on map error corrections, the review procedures for zoning map amendments has been utilized. Consequently, it is necessary to consider the map correction as an ordinance, which requires a minimum of two readings before the City Council.


One area of concern that has surfaced is whether or not the criteria for a rezone (per Section 17.100.050) should have been employed for this correction. Staff has discussed this with legal counsel and because of the particulars of the case, no clear precedent has been found to guide us. As of this date, staff is working with legal to find and evaluate any comparable activities by other jurisdictions. Should the facts show that the current procedure employed is adverse to the City's interest, Council may simply direct staff to terminate the map error correction process.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: Providence Ministries
Richard Stephans
Doug Sorenson

FROM:  Ray Gilmore, Planning Director

DATE: March 7, 1994

SUBJ.: Hearing Examiner Decision and Recommendation: Map Error Correction

Attached is the Hearing Examiner's decision on the zoning map correction as proposed by the City of Gig Harbor Planning-Building Department. The Examiner has recommended that the official zoning map for the City of Gig Harbor be corrected and that the proper designation of RB-1 be accorded the subject property, located at the southeast corner of North Harborview Drive and Vernhardson Street.

The recommendation will be submitted to the City Council for action at its regular meeting of March 14, 1994 at 7:00 PM or shortly thereafter.

ORDINANCE NO.

AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL, OFFICIALLY CORRECTING THE CITY OF GIG HARBOR ZONING DISTRICT MAP AND AMENDING THE ZONING DESIGNATION OF A PARCEL OF PROPERTY LOCATED IN THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH HARBORVIEW DRIVE AND VERNHARDSON STREET FROM R-1 TO RB-1.

WHEREAS, the subject property, Pierce County Assessor's tax parcel number 226000-010-1 was rezoned by the City of Gig Harbor per Ordinance #425 of 1983 from a W-1 (waterfront) designation to an RB-1 designation; and,

WHEREAS, during an area wide zoning review by the City, the property was incorrectly shown on the "official" zoning map as W-1, although assessor based City zoning maps showed the property as RB-1; and,

WHEREAS, work maps used by the Planning Commission during the area-wide zoning review showed the property colored as R-1 (yellow) although the work map showed the property as RB-1; and,

WHEREAS, in the Planning Commission's report, "Findings, Conclusions and Recommendation, Subarea Planning Process, August 1990", recommendation #17 of the Planning Commission recommended that the W-1 property north of Rust Street be redesignated to R-1. No finding was offered to redesignate the subject RB-1 property to R-1; and,

WHEREAS, the official zoning map adopted by the Council per Ordinance 589 on May, 1991, designated the property as R-1; and,

WHEREAS, based upon the evidence reviewed, including a review of the Council's records (minutes and tape) of the meetings October 8, 1990, October 22, 1990 and December 10, 1990, there was no finding or discussion regarding amending the subject property from RB-1 to R-1; and,

WHEREAS, the Hearing Examiner considered the facts of this case at a public hearing on February 16, 1994 and, in his report dated March 2, 1994, entered finding and conclusions and a recommendation to the City Council to correct the City of Gig Harbor Zoning District Map to show the property correctly as and RB-1 designation.

The City Council of the City of Gig Harbor, Washington, DO ORDAINS as follows:

Section 1. The official zoning map of the City of Gig Harbor is corrected as follows:

The parcel of real property described as Pierce County Assessor's Tax Parcel Number 226000-010-1 is designated as an RB-1 district, consistent with City of Gig Harbor City Council Ordinance #425, and the official zoning map of the City of Gig Harbor is hereby corrected.

Section 2. If any section, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or constitutionality shall not affect of any other section, clause or phrase of this ordinance.

Section 3. This ordinance shall take effect and be in full force no later than five days after publication.

Gretchen A. Wilbert, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: 3/14/94
Passed by City Council:
Date Published:
Date Effective:

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ___ day of _____, 1994, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, CORRECTING A ZONING MAP ERROR AND ESTABLISHING A ZONING DESIGNATION OF RB-1 (RESIDENTIAL-BUSINESS 1) FOR A PARCEL OF LAND DESCRIBED AS PIERCE COUNTY ASSESSOR'S TAX PARCEL NUMBER 226000-010-1, WHICH IS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH HARBORVIEW DRIVE AND VERNHARDSON STREET.

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

DATED this ___ day of _____, 1993.

CITY ADMINISTRATOR, MARK HOPPEN

CITY OF GIG HARBOR
HEARING EXAMINER
FINDINGS CONCLUSIONS AND RECOMMENDATION

APPLICANT: City of Gig Harbor
CASE: Map Error Correction
LOCATION: Southeast corner of North Harborview Drive and Vernhardson Street.
APPLICATION: Correction of a zoning map to restore an RB-1 zoning designation from the current zoning map designation of R-1

SUMMARY OF RECOMMENDATIONS:

Planning Staff Recommendation: Correct and amend zoning map.
Hearing Examiner Recommendation: Correct and amend zoning map.

PUBLIC HEARING:

After reviewing the official file which included the Planning Staff's Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the City of Gig Harbor application was opened at 5:26 p.m., February 16, 1994, in City Hall, Gig Harbor, Washington, and closed at 5:37 p.m. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the hearing. A verbatim recording of the hearing is available in the Planning Department.

FINDINGS CONCLUSIONS AND RECOMMENDATION:

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

I. FINDINGS:

- A. The information contained on pages 1, 2 and 3 of the Planning Staff's Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as a part of the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.
- B. The City Planning Director reviewed the staff report at the hearing and explained the reason for the request.
- C. One neighboring property owner said he had lived next door to the subject property for 20 years. He felt the application should go to the Planning Commission for the review rather than to the Hearing Examiner. He said the property has been controversial for some time.

- D. The Planning Director said he had checked with the City Attorney and found that rezones involving individual properties such as this go to the Hearing Examiner and area wide rezones go to the Planning Commission for consideration.
- E. An attorney for the property owner said there are no factual discrepancies with the staff recommended findings of fact and said that the issue in this case is to bring the map into compliance with the way the property is actually zoned.

II. CONCLUSIONS:

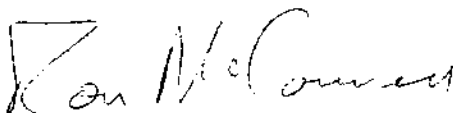
- A. The conclusions prepared by the Planning Staff and contained on page 4 of the Planning Staff's Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference is adopted as a portion of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.
- B. It is essential that the zoning map be correlated to the text of the ordinance. The zoning map forms an indispensable part of the ordinance and it provides a visual representation of the locations of the different districts specified in the code. Given the variety of different zoning districts and the large number of individual parcels where they must be applied, it is understandable how a mapping error can occur.

After reviewing the file and listening to the testimony at the hearing, I have concluded that a mapping error did occur in this case and believe that the zoning map should be corrected as recommended by staff in Exhibit A.

III. RECOMMENDATION:

Based upon the foregoing findings of fact and conclusions, it is recommended that the zoning map be corrected and that the subject property be designated RB-1.

Dated this 2nd day of March, 1994.


Ron McConnell
Hearing Examiner

RECOMMENDATION:

Any aggrieved person feeling that the decision of the Examiner is based on erroneous procedures, errors of law or fact, error in judgment, or the discovery of new evidence which could not be reasonably available at the prior hearing, may make a written request for reconsideration by the Examiner within ten (10) days of the date the decision is rendered. This request shall set forth the specific errors of new information relied upon by such appellant, and the Examiner may, after review of the record, take further action as he or she deems proper.

COUNCIL ACTION:

Any application requiring action by the City Council shall be taken by the adoption of a resolution or ordinance by the Council. When taking any such final action, the Council shall make and enter Findings of Fact from the record and conclusions therefrom which support its action. The City Council may adopt all or portions of the Examiner's Findings and Conclusions.

In the Case of an ordinance or rezone of property, the ordinance shall not be placed on the council's agenda until all conditions, restrictions, or modifications which may have been stipulated by the Council have been accomplished or provisions for compliance made to the satisfaction of the Council.

The action of the Council, approving, modifying, or reversing a decision of the Examiner, shall be final and conclusive, unless within twenty (20) business days from the date of the Council action an aggrieved party of record applies for a Writ of certiorari to the Superior Court of Washington for Pierce County, for the purpose of review of the action taken.

**MINUTES OF THE FEBRUARY 16, 1994
HEARING OF THE CITY OF GIG HARBOR
APPLICATION**

Ronald L. McConnell was the Hearing Examiner for this matter. Participating in the hearing were: Ray Gilmore, representing the City of Gig Harbor; Richard Stephans, representing the property owner; and Doug Sorenson, an adjacent property owner.

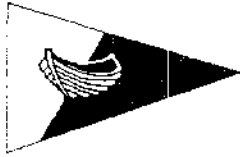
EXHIBIT:

The following exhibit was offered and entered into the record:

A. Planning Staff's Advisory Report.

PARTIES OF RECORD:

- Providence Ministries
6619 132nd Ave. NE #251
Kirkland, WA 98033
- Richard Stephans, Attorney
800 Bellevue Way NE
Bellevue, WA 98004
- City of Gig Harbor
PO Box 145
Gig Harbor, WA 98335
- Doug Sorenson
9409 N. Harborview Dr.
Gig Harbor, WA 98335



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

**STAFF REPORT
ENVIRONMENTAL EVALUATION AND
REPORT TO THE HEARING EXAMINER**

**Rezone for Map Error Correction
February 9, 1994**

PART I: GENERAL INFORMATION

A. PETITIONER/SPONSOR

City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335
PH: 851-8136

B. OWNER:

Providence Ministries.
6619 132nd Ave NE, #251
Kirkland, WA 98033
(206) 883-9144

C. AGENT:

N/A

D. REQUEST:

Map error correction to restore an RB-1 zoning designation from the current zoning map designation of R-1.

E. PROPERTY DESCRIPTION:

1. Location:

The property is located at the SE corner of the intersection of North Harborview Drive and Vernhardson Street. Assessor's tax parcel number: 226000-010-1

2. Site Area/Acreage:

The property is 19,220 square feet (0.44 acres) in area.

3. Site/Physical Characteristics:

- i. **Soil Type:** Harstine Gravely Sandy Loam
- ii. **Slope:** Parcel is level in front with an 8 - 10 percent slope in the rear.
- iii. **Drainage:** Easterly toward rear of property
- iv. **Vegetation:** Primarily domestic landscaping

The structure currently on the site has been used for a variety of non-residential uses including assembly (meeting hall), commercial, professional office and light assembly. Currently the building is unoccupied.

F. SURROUNDING LAND-USE/ZONING DESIGNATION:

North: Non-residential structure, zoned R-1.
West: Residences, zoned R-1.
South: Residences, zoned R-1 .
East: Residences and Gig Harbor Bay, zoned R-1.

G. UTILITIES/ROAD ACCESS:

Access is provided by North Harborview Drive.

H. PUBLIC NOTICE:

Public notice was provided as follows:

Published in Peninsula Gateway: February 2, 1994.
Mailed to property owners of record within 300 feet of the site:
January 31, 1994.
Posted in three conspicuous places in the vicinity of the property:
February 7, 1994.

PART II: ANALYSIS

In 1990, the City Planning Commission commissioned an area wide rezone throughout the City as part of the implementation of the 1986 Comprehensive Plan. The subject property was designated on an "official" zoning map as R-1. This map had not been recorded as the official zoning map with the City Clerk nor the Pierce County Auditor, but it was considered as the official map. This map is shown as "Exhibit 1" to this report.

In the Planning-Building department, a set of Pierce County Assessor's parcel maps for the City were also used as zoning maps. The subject property was identified as RB-1. This is consistent with the history of the property to date. This map is shown as "Exhibit 2" to this report.

During the planning commission proceedings on the area-wide rezone, several maps were prepared by staff which were used by the Planning Commission for the public meetings. These maps were composites of the Pierce County Assessor's zoning maps. These maps were also colored to show the respective zoning area designations. One of the maps which showed the subject property as RB-1 was colored "yellow" (the color for R-1) for the area, even though RB-1 was printed on the subject parcel. The color for RB-1 (light pink) was not shown on this map. The planning commission work map is shown as "Exhibit 3" to this report.

In its findings to the City Council (*Subarea Planning Project, Findings, Conclusions and Recommendations, August 1990*) the Planning Commission noted as follows:

Page 7, Item 17: " The current W-1 district along North Harborview Drive is proposed to be redesignated to an R-1 north of Rust Street and WR south to Peacock Avenue. [The WR district effectively accommodates all of the current residential uses in the area and would maintain the residential character of this waterfront area. A waterfront designation north of Rust Street is not reasonable due to the lack of waterfront in the area.]"

The Planning Commission finding did not mention any existing RB-1 designation in this area, nor was there a recommendation that an RB-1 designation be changed to an R-1. The work maps and zoning map submitted to the City Council did not show an RB-1 designation on this property.

The City Council considered the Planning Commission's recommendations during three public meetings: October 8, October 22 and December 10, 1990. At the December 10 meeting -which was the final meeting on the subject area wide rezones and zoning code update - several changes to the Planning Commission's recommendations were adopted by the Council. However, rezoning the subject property from RB-1 to R-1 was neither considered nor discussed by the Council.

PART III: FINDINGS AND CONCLUSIONS

Based upon the forgoing analysis, staff finds as follows:

1. The subject property was rezoned by the City of Gig Harbor per Ordinance #425 of 1983 from a W-1 (waterfront) designation to an RB-1 designation.
2. During an area wide zoning review by the City, the property was incorrectly shown on the "official" zoning map as W-1, although assessor based City zoning maps showed the property as RB-1.
3. Work maps used by the Planning Commission during the area-wide zoning review showed the property colored as R-1 (yellow) although the work map showed the property as RB-1.
4. In the Planning Commission's report, "Findings, Conclusions and Recommendation, Subarea Planning Process, August 1990", recommendation #17 of the Planning Commission recommended that the W-1 property north of Rust Street be redesignated to R-1. No finding was offered to redesignate the subject RB-1 property to R-1.
5. The official zoning map adopted by the Council per Ordinance 589 on May, 1991, designated the property as R-1.
6. Based upon the evidence reviewed, including a review of the Council's records (minutes and tape) of the meetings October 8, 1990, October 22, 1990 and December 10, 1990, there was no finding or discussion regarding amending the subject property from RB-1 to R-1.

PART IV: RECOMMENDATION

Based upon the information contained in Part II of this report and the findings as stated in Part III, staff recommends that the official zoning map for the City of Gig Harbor be corrected and amended so that the subject property be designated as RB-1. Documents pertinent to your review are attached.

Staff report prepared by: Ray Gilmore, Planning Director

Date: 2-9-91



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
DATE: MARCH 24, 1994
SUBJ: ADOPTION OF A NEW CODIFICATION OF THE GHMC

We budgeted for and authorized Code Publishing Company recodify the city's existing municipal code book. RCW 35.21.520 requires an ordinance be enacted by the City Council in order to adopt such codification as the official code of the City.

This is the first reading of this ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A NEW CODIFICATION OF THE GIG HARBOR CITY CODE; AMENDING GHMC SECTIONS 1.01.010, 1.1.01.040 AND 1.01.090.

WHEREAS, the City of Gig Harbor may codify its existing ordinances under the procedures set forth in RCW 35.21.500 through 35.21.570; and

WHEREAS, RCW 35.21.520 requires that an ordinance be enacted by the City in order to adopt such codification as the official code of the City; and

WHEREAS, pursuant to RCW 35.21.530, a printed copy of the proposed codification of the City's ordinances has been filed in the City Clerk's office; and

WHEREAS, after the first reading of the title of this ordinance and the code to be adopted, the City Council has scheduled a public hearing on the adoption of the code, and further directed that notice of the time and place of the public hearing be published once in the City's official newspaper, and that such publication appear not more than fifteen, nor less than ten days prior to the hearing, which notice shall state that the ordinances proposed to be codified are on file with the City Clerk's office for inspection by the public;

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

Section 1. Code Adopted. The City of Gig Harbor hereby adopts the Gig Harbor Municipal Code, dated 1994, as published and edited by the Code Publishing Company, Seattle, Washington, as the official code of the City.

Section 2. Section 1.01.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

1.01.010 Adoption.

Pursuant to the provisions of RCW 35.21.500 through 35.21.570, the "Gig Harbor Municipal Code," as edited and published by Code Publishing Company, Seattle, Washington, is adopted as the official code of the City of Gig Harbor, Washington.

Section 3. Section 1.01.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

10.01.040 Ordinances passed prior to adoption of the code.

The last ordinance included in the Gig Harbor Municipal Code adopted in Section 1.01.010 is Ordinance No. 663, enacted on January 24, 1994.

Section 4. Section 1.01.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

1.01.090 Effective date.

This code shall become effective on the effective date of the ordinance which officially adopts this Code, pursuant to Section 1.01.010.

Section 5. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

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

PASSED by the Council of the City of Gig Harbor, this ____ day of _____, 1994.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

MARK E. HOPPEN, City Administrator/Clerk

Filed with City Clerk: 3/22/94

Passed by City Council:

Date Published:

Date Effective:

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

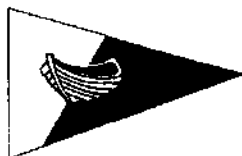
On the _____ day of _____, 1994, the City Council of the City of Gig Harbor, passed Ordinance No ____ . A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A NEW CODIFICATION OF THE GIG HARBOR CITY CODE; AMENDING GHMC SECTIONS 1.01.010, 1.1.01.040 AND 1.01.090.

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

DATED this ____ day of _____, 1994.

Mark E. Hoppen, City Administrator



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL

FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*

**RE: AWARD OF BID - SUPPLIES TO CONSTRUCT A WATERLINE
ALONG A PORTION OF STANICH AVENUE, GIG HARBOR**

DATE: MARCH 17, 1994

INTRODUCTION

The Public Works Department identified in its 1994 Objectives the need to replace a portion of the water main along Stanich Avenue. The City Council allocated \$50,000 in its 1994 Budget to complete the project.

BACKGROUND/ISSUES

It was determined, based on an internal cost analysis, that substantial savings could be realized if the Public Works Department crew constructed the subject water line rather than contracting the work out to a private contractor. We are anticipating a savings of \$25,000 by completing the project in-house.

In order to get the best possible price for the materials required to be used in the project, the City advertised for sealed bids (copy attached). The bid opening occurred at 11:00 a.m. on Wednesday, March 16th. Bid results are attached. Although the low bidder was H.B. Fowler at \$13,775.23, Fowler's bid was disqualified because it was not accompanied by a 5% bid bond or certified check. The next low bidder at \$13,794.33 was Pacific Water Works Supply Co., Inc.

The total project cost is as follows:

Labor/Equipment:	\$ 11,000.00
Materials/Supplies:	<u>13,794.33</u>
Total:	<u>\$ 24,794.33</u>

RECOMMENDATION

It is the recommendation of the Public Works Director that the City Council accept the low bid by Pacific Water Works Supply Co., Inc., in the amount of \$13,794.33 including Washington State Sales Tax, for materials to be used in the construction of approximately 1,100 lineal feet of 6-inch water main along Stanich Avenue, and authorize the Public Works Department to proceed with the purchase.

BID OPENING

Wednesday, March 16, 1994
11:00 a.m.

Project: Construction of a waterline along a portion of Stanich Avenue, Gig Harbor

SUPPLIER	TOTAL BID (Inc Sales Tax @ 7.9%)	5% Bid Bond / 5% Cert Check
H. B. Fowler	\$13,775.23	No
Pacific Water Works	\$13,794.33	Yes
Western Utilities	\$14,068.68	Yes

CITY OF GIG HARBOR

CALL FOR BIDS

Please be advised that the City of Gig Harbor will accept Sealed Bids for purchase of various supplies as listed below for use by the Public Works Department, City of Gig Harbor, for the construction of a waterline along a portion of Stanich Avenue:

- 1100 LF of CL 52 Ductile Iron Watermain
- 1100 LF of THHN Solid Copper Locate Wire
- (2) 5-1/4 Hydrants, 4' bury - 6" MJ with 5" Stortz Adapter
- (2) 8" x 6" MJ x Flange, Ductile Iron Tee w/ Bolts and Gaskets
- (1) 8" MJ x Flange Ductile Iron Tee w/ Bolts and Gaskets
- (1) 8" MJ x FL Ductile Iron. 90 degree elbow with Bolts and Gaskets
- (2) 8" MJ x Flange Resilient Seat Gate Valves
- (2) 6" MJ x FL Resilient Seat Gate Valves
- (4) 18" x 24" Cast Iron Valve Boxes
- (1) 8" MJ Ductile Iron. Plug
- 300 LF of 1" Copper Tube Size Poly Service Line, 200 PSI Himol
- (8) 8" x 1" Iron Pipe Service Saddles with Stainless Band
- (8) 1" Iron Pipe. x Copper Tube Size 110 Corp Stops
- (8) 1" Copper Tube Size 110 Compression Unions w/ inserts

Please contact the Public Works Department, City of Gig Harbor, at 3105 Judson Street, Gig Harbor, Washington 206-851-8145 if more detail is required..

Bids will be accepted until 11:00 a.m., March 16, 1994, and bid opening will immediately follow in the Council Chamber at City Hall.

Any comments and/or questions or objections to the bid specifications shall be submitted to the Director of Public Works at least five (5) days prior to the bid opening date.

A certified check or bid bond in the amount of 5% of the bid must accompany each bid. The bid items should include Washington State Sales Tax.

The City of Gig Harbor reserves the right to reject any and/or all bids and to waive any informalities in the form of bid.

PUBLISH: The Peninsula Gateway, Legal Notices, March 2 and March 9, 1994

TOWN OF GIG HARBOR

GIG HARBOR

WA 98335

H.D. Fowler

QUOTE#

740110

DATE

3/11/94

PAGE 1

JOB NAME : STANICH WATER LINE
JOB LOCATION: GIG HARBOR, WA
ENG/DESIGNER:

BID DATE: 3/16/94
ESTIMATOR: PENNY WOLSKY

FOB: H.D. FOWLER CO.

Line	Quantity	Unit	Description	Unit Price	Ext Price
001	1,100	FT	8" CL 52 D.I. PIPE, TJ, CEMENT LINED C104. 20FT	8.48	9328.00
002	3	RL	14 GA BLACK WIRE 500' ROLL	31.00	93.00
003	2	EA	5-1/4" MVO #929 RELIANT HYDRANT 6" MJ BASE, 4'0" BURY W/ NST PUMPER NOZZLE	701.00	1402.00
004	2	EA	5"STORZ NOZZLE X 4-1/2NST CONNECTION WITH CAP & CABLE	- INC -	0.00
005	2	EA	8" MJ X 6" FL TEE DI, SSB, AWWA C153, C/L	122.00	244.00
006	1	EA	8" MJ X FL TEE DI, SSB, AWWA C153, C/L	123.39	123.39
007	1	EA	8" MJ 90 ELL DI, SSB, AWWA C153, C/L	78.75	78.75
008	2	EA	8" MJ X FL GATE VALVE M&H FIG. 3067-13 AWWA C509, RESILIENT SEAT	260.00	520.00
009	2	EA	6" MJ X FL GATE VALVE M&H FIG. 3067-13 AWWA C509, RESILIENT SEAT	168.00	336.00
010	4	AS	#940B VALVE BOX COMPLETE	39.18	156.72
011	1	EA	8" MJ PLUG DI, SSB, AWWA C153 **LESS ACCESSORIES**	23.32	23.32
012	2	EA	6" BLACK BOLT & NUT KIT 8-3/4" X 3-1/4"	6.71	13.42

TOWN OF GIG HARBOR

H.D. Fowler

PAGE 2

GIG HARBOR

WA 98335

QUOTE#

740110

DATE

3/11/94

JOB NAME : STANICH WATER LINE

BID DATE: 3/16/94

Line	Quantity	Unit	Description	Unit Price	Ext Price
013	2	EA	6" 1/8" RING GASKET	1.47	2.94
014	2	EA	8" BLACK BOLT & NUT KIT 8-3/4" X 3-1/2"	7.21	14.42
015	2	EA	8" 1/8" RING GASKET	2.57	5.14
016	300	FT	1" SDR 9 200 PSI POLY PIPE, PE 3408, ASTM D2239, COPPER SIZE, 100FT. COIL	0.37	111.00
017	8	EA	9.62 X 1" IP SADDLE ROMAC 101 BODY ONLY	17.79	142.32
018	8	EA	9.62 S.S. STRAP WITH NUTS FOR ROMAC SADDLE	- INC -	0.00
019	8	EA	1" MIP X CTS PJ CORP STOP, FORD F1100	12.32	98.56
020	8	EA	1" CTS PJ COUPLING FORD C44-44	6.81	54.48
021	24	EA	1" FORD CTS STIFFNER FORD #52	0.80	19.20
				TOTAL	12766.66

WSST:

11,008.57

13,775.23



WESTERN UTILITIES SUPPLY COMPANY

DISTRIBUTORS OF WATERWORKS AND SEWERAGE SUPPLIES

10013 MARTIN LUTHER KING JR. WAY SO. SEATTLE, WA 98178
FAX (206) 722-9477 (206) 722-4800
1-800-426-8310

ANCHORAGE, AK.
(907) 563-3315
FAX: (907) 562-2175

SPOKANE, WA.
(509) 535-1396
1-800-456-0351
FAX: (509) 536-7710

TACOMA, WA.
(206) 531-1144
1-800-772-6004
FAX: (206) 531-9561

MARYSVILLE, WA.
(206) 651-1147
1-800-322-8597
FAX: (206) 651-1151

MISSOULA, MT
(406) 728-7336
1-800-895-5909
FAX: (406) 728-7630

QUOTATION NUMBER: S-0039-94

PAGE: 1

DATE SUBMITTED: 03/14/94

QUOTE TO: CITY OF GIG HARBOR

CONTACT:

PROJECT NAME: GIG HARBOR

PROJECT LOCATION: STANICH AVE
GIG HARBOR, WA.

BID DATE: 03/16/94

SPECS CONFORM TO: CITY OF GIG HARBOR

TERMS: NET 30 DAYS

F.O.B. POINT: PIPE- F.O.B FACTORY WITH FREIGHT ALLOWED TO JOBSITE.
ALLOWED TO JOBSITE IN ONE COMPLETE SHIPMENT.

APPROX. DELIVERY: STOCK TO 3 WEEKS

NOTE: PRICES ARE BASED ON RECEIVING AN ORDER FOR ALL OF THE
MATERIAL QUOTED UNLESS MUTUALLY AGREED TO THE CONTRARY.
PRICES QUOTED ARE FIRM FOR CUSTOMER ACCEPTANCE FOR A
PERIOD OF 30 DAYS FROM DATE SUBMITTED.

WE APPRECIATE THE OPPORTUNITY TO PROVIDE THIS QUOTATION
TO YOU AND LOOK FORWARD TO SERVING YOU SOON.

Subject to the Terms and Conditions on the reverse side of this sheet.

Where this quotation represents our take-off we draw your special attention to item 10 and recommend you
make your own take-off before ordering materials.

WESTERN UTILITIES SUPPLY CO.

By Frank Day

FRANK DAY, ESTIMATOR

WESTERN UTILITIES SUPPLY CO.
 WESTERN UTILITIES SUPPLY
 10013 N L KING WY SO
 SEATTLE WA 98178

QUOTE #: S-0039-94
 DATE: 03/14/94
 PROJ: GIG HARBOR
 STANICH AVE

PAGE 2

BID ITEM	QTY.	DESCRIPTION	WEIGHT	UNIT PRICE	TOTAL PRICE
1100		8" CL 52 TYTON JT DI PIPE W/A (61 PIECE 1113'3")	32.5	8.56	9,416.00
1100		#14 THHN SOLID COPPER WIRE (3EA 500'RLS 1500')		.07	77.00
2		5 1/4 MLR HYD, 4'0" BURY, 6" MJ W/STORZ	500.0	744.15	1,488.30
2		8" X 6" MJ X FL DI SB TEE W/A W/6" N, B & G	113.0	139.70	279.40
1		8" MJ X FL DI SB TEE W/A W/8" N, B & G	124.0	143.50	143.50
1		8" MJ X FL DI SB 90 ELBOW W/A W/8" N, B & G	88.0	110.13	110.13
2		8" MJ X FLG MUELLER RSGV	264.0	273.00	546.00
2		6" MJ X FLG MUELLER RS GV	175.0	174.35	348.70
4		18" X 24" CI VALVE BOX	80.0	37.25	149.00
1		8" MJ DI SB PLUG	26.0	24.40	24.40
300		1 X 300 CTS 200 PSI HINOL	.2	.31	93.00
8		8 X 1" IP SS 1010 SDL W/SS BND	5.3	22.00	176.00
8		1" IPT X CTS 110 CORP STOP W/LINNER	3.1	15.82	126.56
8		1" CTS 110 COMP UNION W/2 EA LINNER	1.8	7.58	60.64

TOTAL

TAX @ 7.970

GRAND TOTAL

13038⁶³
 1030⁰⁵

14,068⁶⁸

PLANET INSURANCE COMPANY

HEAD OFFICE, SUN PRAIRIE, WISCONSIN

BID BOND

BOND NO. _____

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we WESTERN UTILITIES SUPPLY COMPANY

as Principal, hereinafter called the Principal, and the PLANET INSURANCE COMPANY of Sun Prairie, Wisconsin, a corporation duly organized under the laws of the State of Wisconsin as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF GIG HARBOR

as Obligee, hereinafter called the Obligee, in the sum of ****FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID****

Dollars (\$ 5%)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for STANICH AVE. WATERMAIN PROJECT

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16TH day of MARCH A.D. 1994

Sabine Robinson
(Witness)

WESTERN UTILITIES SUPPLY COMPANY
(Principal) (Seal)
By: [Signature]
(Title)

PLANET INSURANCE COMPANY

By: Geraldine C. Stewart
Geraldine C. Stewart, Attorney-in-Fact

PLANET INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the PLANET INSURANCE COMPANY, a corporation duly organized under the laws of the State of Wisconsin, does hereby make, constitute and appoint Mark S. Richardson, Steven W. Palmer, Geraldine C. Stewart, Mary A. Dobbs, individually, of Seattle, Washington, its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of suretyship and to bind the PLANET INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the PLANET INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of PLANET INSURANCE COMPANY which became effective September 21, 1981, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKING

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of PLANET INSURANCE COMPANY at a meeting held on the 29th day of March, 1982, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the PLANET INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed, this 28 day of September, 1993

PLANET INSURANCE COMPANY

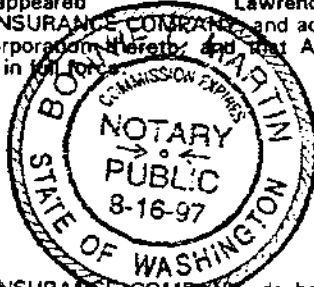


Lawrence W. Carlstrom
Vice President

STATE OF Washington
COUNTY OF King

} ss.

On this 28 day of September, 1993 personally appeared Lawrence W. Carlstrom, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation hereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force and effect.



Bonnie C. Martin
Notary Public in and for State of Washington
Residing at Sumner

I, Robyn Layng, Assistant Secretary of the PLANET INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said PLANET INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 16th day of March 19 94



Robyn Layng
Assistant Secretary

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, PACIFIC WATER WORKS SUPPLY CO., INC., A Washington Corporation,
as Principal,

and HARTFORD ACCIDENT & INDEMNITY COMPANY, as Surety,

are held and firmly bound unto CITY OF GIG HARBOR

in the penal sum of ***FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID*** for
the payment of which the Principal and the Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and
severally firmly be these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has
submitted or is about to submit a proposal to the Obligee on a contract
for:

NOW, THEREFORE, If the said Contract be timely awarded to the Principal
and the Principal shall, within such time as may be specified, enter into
the Contract in writing, and give bond, if bond is required, with surety
acceptable to the Obligee for the faithful performance of the said
Contract, then this obligation shall be void; otherwise to remain in full
force and effect.

Signed and Sealed this 4TH day of MARCH 1994.

PACIFIC WATER WORKS SUPPLY CO., INC.
A Washington Corporation

By: *Donald M. Barclay*
Donald M. Barclay Title
Vice President

Raymond F. Johnson
Witness

HARTFORD ACCIDENT & INDEMNITY COMPANY

By: *R.W. Smith*
R.W. SMITH
Attorney-in-Fact

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

POWER OF ATTORNEY

520586

Know all men by these Presents, That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

JAMES B. BINDER, E. W. SCOTT, RICHARD E. FORTENBACHER, R. W. SMITH,
JOHN W. REYNOLDS, HAROLD E. COOK, R. A. MOORE, GARY R. STONE
and DORIS M. ADAMS of SEATTLE, WASHINGTON

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted by and under authority of the following provisions:

(1) By-Laws adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

(2) Excerpt from the Minutes of a meeting of the Board of Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY duly called and held on the 11th day of June, 1976:

RESOLVED: Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, shall each have as long as he holds such office the same power as any Vice-President under Sections 6, 7 and 8 of Article IV of the By-Laws of the Company.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 6th day of August, 1976.

RESOLVED: That, whereas Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, acting with any Secretary or Assistant Secretary, each have the power and authority, as long as he holds such office, to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact;

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of April, 1983.

Attest:

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Mary Scharf



Robert N. H. Sener

Robert N. H. Sener
Assistant Vice-President

Mary Scharf, Secretary

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

On this 1st day of April, A. D. 1983, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.



Gloria Mazotas

Gloria Mazotas, Notary Public
My Commission Expires March 31, 1988

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the _____ day of _____ 19____



David A. Johnson
David A. Johnson
Assistant Secretary



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

CITY OF GIG HARBOR

CALL FOR BIDS

Please be advised that the City of Gig Harbor will accept Sealed Bids for purchase of various supplies as listed below for use by the Public Works Department, City of Gig Harbor, for the construction of a waterline along a portion of Stanich Avenue:

- 1100 LF of CL 52 Ductile Iron Watermain
- 1100 LF of THHN Solid Copper Locate Wire
- (2) 5-1/4 Hydrants, 4' bury - 6" MJ with 5" Stortz Adapter
- (2) 8" x 6" MJ x Flange, Ductile Iron Tee w/ Bolts and Gaskets
- (1) 8" MJ x Flange Ductile Iron Tee w/ Bolts and Gaskets
- (1) 8" MJ x FL Ductile Iron. 90 degree elbow with Bolts and Gaskets
- (2) 8" MJ x Flange Resilient Seat Gate Valves
- (2) 6" MJ x FL Resilient Seat Gate Valves
- (4) 18" x 24" Cast Iron Valve Boxes
- (1) 8" MJ Ductile Iron. Plug
- 300 LF of 1" Copper Tube Size Poly Service Line, 200 PSI Hirnol
- (8) 8" x 1" Iron Pipe Service Saddles with Stainless Band
- (8) 1" Iron Pipe. x Copper Tube Size 110 Corp Stops
- (8) 1" Copper Tube Size 110 Compression Unions w/ inserts

Please contact the Public Works Department, City of Gig Harbor, at 3105 Judson Street, Gig Harbor, Washington 206-851-8145 if more detail is required..

Bids will be accepted until 11:00 a.m., March 16, 1994, and bid opening will immediately follow in the Council Chamber at City Hall.

Any comments and/or questions or objections to the bid specifications shall be submitted to the Director of Public Works at least five (5) days prior to the bid opening date.

A certified check or bid bond in the amount of 5% of the bid must accompany each bid. The bid items should include Washington State Sales Tax.

The City of Gig Harbor reserves the right to reject any and/or all bids and to waive any informalities in the form of bid.

PUBLISH: The Peninsula Gateway, Legal Notices, March 2 and March 9, 1994



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
DATE: FEBRUARY 7, 1994
SUBJ: COMMUTE TRIP REDUCTION ORDINANCE

Introduction

Air pollution and traffic congestion in our state are now critical problems and demand attention. Automobile traffic, which is dominated by single-occupant vehicles, is a major source of air pollution, which in turn is a significant threat to public health and degrades the quality of the environment. Traffic congestion imposes significant costs to businesses, government, and individuals in terms of lost working hours and delays in the delivery of services and goods. These problems are having a negative impact on the quality of life in Gig Harbor. Single-occupant vehicle travel is a major factor in the consumption of gasoline and reliance on imported sources of petroleum. Moderation of growth of automobile travel is essential in the efficient use of existing transportation facilities.

Background

In response to these problems, the 1991 Washington State Legislature passed the Commute Trip Reduction Law, RCW 70.94 521-551. The goals of this Law are the reduction of automobile related air pollution, reduction of energy consumption, and reduction of traffic congestion. The Law benefits our state by helping to meet federal and state air quality standards, enhancing opportunities for economic development, and avoiding the potential costs of federal environmental controls.

The Commute Trip Reduction Law requires local governments in eight counties to enact a Commute Trip Reduction Ordinance and Plan. The eight counties are Clark, King, Kitsap, Pierce, Snohomish, Thurston, Spokane, and Yakima. The Law and local ordinances will require major employers to develop commute trip reduction programs for their employees that encourage the use of modes of commute other than the single-occupant vehicle.

The City of Gig Harbor Commute Trip Reduction Ordinance and Plan have been developed in a cooperative manner through the formation of a Technical Work Group. The Technical Work Group members included representatives from the cities of Buckley, Fife, Steilacoom, Sumner, and Tacoma, as well as Pierce County, Pierce Transit, the Puget Sound Regional Council, and the Tacoma-Pierce County Chamber of Commerce. The Ordinance and the Plan reflect this cooperative spirit and emphasizes fairness, consistency, and coordination between all parties.

Additionally, Molly Towslee has been attending seminars on a regular basis in preparation for the time we would become "affected", and is certified as a Employee Transportation Coordinator and a Program Reviewer. She is currently working on a program for affected employers as well as one for our own employees, as suggested by the interlocal agreement submitted by Pierce County.

Policy Issue

PTI Communications has recently advised us that they now employ 108 full-time employees at one site. Now we have an affected employer within city limits, the City of Gig Harbor is required to pass this model ordinance and design a program not only for affected employers, but for City Hall itself.

Recommendation

Attached is the ordinance related to Commute Trip Reduction pursuant to the mandate of Chapter 70.94 of the RCWs. It has been reviewed by legal counsel. This is the first reading of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATED TO TRANSPORTATION DEMAND MANAGEMENT AND COMMUTER TRIP REDUCTION, ADOPTING THE CITY'S COMMUTE TRIP REDUCTION PLAN AND IMPLEMENTING MEASURES AS REQUIRED BY CHAPTER 70.94 RCW; DESCRIBING VIOLATIONS AND SETTING PENALTIES FOR SAME; AND ADDING A NEW CHAPTER 10.28 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Chapter 202 of the laws of 1991 as codified as R.C.W. 70.94.521 through 70.94.551 of the Revised Code of Washington set forth a procedure wherein the state, counties and municipalities are to participate in a program to reduce the number of commuting trips made by workers within the state; and

WHEREAS, the legislature found that automobile traffic is a major source of emissions of air contaminants and that the automotive traffic aggravates traffic congestion; and

WHEREAS, the congestion created imposes significant costs upon Washington's businesses, governmental agencies and individuals in terms of lost working hours and delays in the delivery of goods and services; and

WHEREAS, the Legislature found that traffic congestion worsens automobile related air pollution and increases the consumption of fuel leading to a degradation of the habitability of many of Washington's cities and suburban areas; NOW THEREFORE

BE IT ORDAINED by the City Council of the City of Gig Harbor, Washington as follows:

Section 1. A new chapter 10.28 shall be added to the Gig Harbor Municipal Code to read as follows:

**CHAPTER 10.28
COMMUTER TRIP REDUCTION**

10.28.010 PURPOSE. The purpose of this chapter is to promote the public health, safety, and general welfare by establishing goals for employers to reduce Single Occupant Vehicle (SOV) use and Vehicle Miles Traveled (VMT); by providing standards to measure SOV and VMT reduction against; and by requiring that Commute Trip Reduction Programs be established in accordance with RCW Chapter 70.94.

10.28.020 INTENT. The intent of this chapter is to improve air quality, reduce traffic congestion, and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single-occupant vehicle for the commute trip.

10.28.030 DEFINITIONS. For the purpose of this ordinance, the following definitions shall apply:

A) "Affected Employee" means a full-time employee who begins his or her regular work day

at a single work site between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays for at least twelve continuous months. Seasonal agriculture employees, including seasonal employee of processors of agricultural products are excluded from the count of affected employees. Construction workers who work at a construction site with an expected duration of less than two years are excluded from this definition.

- B) "Affected Employer" means an employer that employs 100 or more full-time affected employees at a single work site who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays per week for at least twelve continuous months.
- C) "Alternative Commute Mode" refers to any means of commuting other than that in which the single-occupant motor vehicle is the dominant mode. Telecommuting and compressed work weeks are considered alternative commute modes if they result in the reduction of commute trips.
- D) "Alternative Work Schedules" are programs such as compressed work weeks that eliminate work trips for affected employees. Alternative work schedules are understood to be an ongoing arrangement between the employee and the employer.
- E) "Base Year" means the period from January 1, 1994, through December 31, 1994, on which goals for vehicle miles traveled per employee and proportion of single-occupant vehicle trips shall be based.
- F) "Car Pool" means a motor vehicle occupied by two (2) to six (6) people traveling together for their commute trip which results in the reduction of a minimum of one motor vehicle commute trip.
- G) "City" which means the City of Gig Harbor, Washington.
- H) "Commute Trip" means a trip that is made from an employee's home to a work site with a regularly scheduled work start time of 6:00 a.m. and 9:00 a.m. (inclusive) on weekdays.
- I) "Commute Trip Reduction (CTR) Law" means the portion of the Clean Air Act adopted to accomplish commute trip reduction (RCW 70.94.521-551).
- J) "Commute Trip Reduction (CTR) Plan" means the City of Gig Harbor plan and ordinance to regulate and administer the CTR Programs of affected employers. The CTR Plan is attached to the ordinance as Attachment A, and incorporated by reference into the ordinance as if fully set forth.
- K) "Commute Trip Reduction (CTR) Program" means an employer's strategies to reduce affected employees' single-occupant vehicle use and vehicle miles traveled per employee.
- L) "Commute Trip Reduction (CTR) Task Force Guidelines" means the official guidelines to the State CTR Law (RCW 70.94.521-551) developed by the Washington State Commute Reduction Task Force (RCW 70.94.537).

- M) "Commute Trip Reduction (CTR) Zone" means an area, such as a census tract or combination of census tracts, within the City characterized by similar employment density, population density, level of transit service, parking availability, access to high occupant vehicle facilities, and other factors that are determined to affect the level of single-occupant vehicle commuting.
- N) "Commuter Matching Service" means a system that assists in matching commuters for the purpose of commuting together.
- O) "Compressed Work Week" means an alternative work schedule, in accordance with employer policy, that allows a full-time employee to eliminate at least one work day every two weeks by working longer hours during the remaining work days, resulting in fewer commute trips by the employee; for example, three or four workdays per week. Compressed work weeks are understood to be an ongoing arrangement.
- P) "Custom Bus/Buspool" means a commuter bus service arranged specifically to transport employees to work.
- Q) "Day(s)" means calendar day(s).
- R) "Dominant Mode" means the mode of travel used for the greatest distance of a commute trip.
- S) "Employee Transportation Coordinator (ETC)" means a designated person who is responsible for administering the employer's CTR program.
- T) "Employer" means a sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture, agency, department, district of other individual or entity, whether public, nonprofit or private, that employs people.
- U) "Flex-Time" is an employer policy allowing individual employees some flexibility in choosing the time, but not the number, of their working hours to facilitate the use of alternative modes. Flex-time is understood to be an ongoing arrangement.
- V) "Full-Time Employee" means a person, other than in independent contractor, scheduled to be employed on a continuous basis for 52 weeks for an average of at least 35 hours per week.
- W) "Implementation" or "Implement" means active pursuit by an employer to achieve the CTR goals of the CTR law (RCW 70.94.521-551) and this chapter.
- X) "Mode" is the means of transportation used by employees, such as single-occupant motor vehicle (carpool, vanpool), transit, ferry, bicycle, and walking.
- Y) "Newly Affected Employer" refers to an employer that is not an affected employer upon the effective date of this chapter, but who becomes an affected employer subsequent to the effective date of this chapter.

- Z) "Proportion of Single-Occupant Vehicle (SOV) Trips" or "Single-Occupant Vehicle (SOV) Rate" means the number of commute trips over a set period made by affected employees in SOVs divided by the number of affected employees working during that period.
- AA) "Single-Occupant Vehicle (SOV)" means a motor vehicle occupied by one (1) employee for commute purposes, including a motorcycle.
- BB) "Single-Occupant Vehicle (SOV) Trips" means trips made by affected employees in SOVs.
- CC) "Single Work Site" means a building or group of buildings on physically contiguous parcels of land, or on parcels separated solely by private or public roadways or rights-of-way, occupied by one or more affected employers.
- DD) "Telecommuting" means the authorization of an employee to work at home or a telecommuting center on a regular basis, thus eliminating a commute trip or reducing the distance traveled in a commute trip by at least half of the employee's regular commute distance. Telecommuting can include, but is not limited to, the use of telephones, computers, or other similar technology.
- EE) "Transportation Demand Management (TDM)" means the use of strategies to reduce the use of single-occupant vehicles and vehicle miles traveled.
- FF) "Transit" means a multiple-occupant vehicle operated on a shared-ride basis. This definition includes bus, ferry, rail, shared-ride taxi, or shuttle bus.
- GG) "Transportation Management Organization (TMO)" or "Transportation Management Association (TMA)" means a group of employers or an association representing a group of employers in a defined geographic area. A TMO may represent employers within specific city limits, or may have a sphere of influence that extends beyond city limits.
- HH) "Vanpool" means a vehicle occupied by seven (7) to fifteen (15) people traveling together for their commute trip which results in the reduction of a minimum of six motor vehicle trips.
- II) "Vehicle Miles Traveled (VMT) Per Employee" means the sum of the individual vehicle commute trip lengths, in miles, made by affected employees over a set period, divided by the number of affected employees during that period.
- JJ) "Week" means a seven-day calendar period, starting on Monday and continuing through Sunday.
- KK) "Weekday" means Monday, Tuesday, Wednesday, Thursday, and Friday.
- LL) "Writing, Written, or In Writing" means original signed and dated documents. Facsimile (fax) transmissions are a temporary notice of action that must be followed by the original

signed and dated via mail or delivery.

10.28.040 RESPONSIBLE CITY OFFICIAL. The City Administrator will be responsible for enforcing this chapter and the Commute Trip Reduction Plan.

10.28.050 APPLICABILITY.

- A) **Affected Employer.** The provision of this chapter shall apply to any affected employer at any single work site within the limits of the City of Gig Harbor.

- B) **Change in status as an Affected Employer.** Any of the following changes in an employer's status will change the employer's CTR Program requirements:
 - 1. **Becomes a Non-Affected Employer.** If an employer initially designated as an affected employer no longer employs 100 or more affected employees and expects not to employ 100 or more affected employees for the next 12 months, that employer is no longer an affected employer. It is the responsibility of the employer to notify the City that it is no longer an affected employer.

 - 2. **Change in Status Within a 12-Month Period.** If an employer drops below the threshold and then returns to the threshold level of 100 or more affected employees within the same 12 months, that employer will be considered an affected employer for the entire 12 months, and will be subject to the program requirements as other affected employers.

 - 3. **Change in Status After a 12-Month Period.** If an employer drops below the threshold and then returns to the threshold level of 100 or more affected employees 12 or more months after its change in status to an "unaffected" employer, that employer shall be treated as a newly affected employer.

- C) **Newly Affected Employers.**
 - 1. **Reporting Date.** Newly affected employers must identify themselves to the City within 180 days of either moving into the boundaries of the City of Gig Harbor or growing in employment at a work site to 100 or more affected employees. Employers who do not identify themselves within 180 days will be considered to be in violation of this chapter.

 - 2. **CTR Program Schedule.** Newly affected employers shall have 180 days, after reporting their affected status to the City, to develop and submit a CTR Program. After submittal of the program, newly affected employers shall have 180 days to implement the CTR Program.

 - 3. **CTR Goal Achievement.** Newly affected employers shall have two years to demonstrate progress toward meeting the first CTR goal of 15 percent, four years for the second goal of 25 percent; and six years for the third goal of 35 percent.

10.28.060 NOTIFICATION OF APPLICABILITY

- A) **Publication Notice.** The City will publish the CTR Ordinance as required by law within twelve (12) days after adoption of this ordinance and attachment 'A', the Commute Trip Reduction Plan, shall be available to the public upon request.
- B) **Notice to Known Affected Employers.** Known affected employers located in the City of Gig Harbor will receive written notification that they are subject to this chapter. Such notice shall be by certified mail or delivery, return receipt requested, addressed to the company's chief executive officer, senior official, or CTR manager at the work site. Such notification shall be delivered a minimum of 150 days prior to the due date for submittal of their CTR Program. The City's failure to send out any notice to any affected employer does not change the employer's status as an affected employer, nor does it relieve the affected employer from any requirement imposed by this ordinance.
- C) **Self-Identification of Affected Employers.** Employers that, for whatever reasons, do not receive notice within 30 days of the adoption of this ordinance shall identify themselves to the City of Gig Harbor within 90 days of the adoption of this ordinance. Upon self-identification, or after receipt of notice as described in subsection (B) above, such affected employers will be granted one hundred-eighty (180) days to develop a CTR Program as required by this chapter, and to submit it to the City, as required in Section 10.28.070.
- D) **Notification of Non-Applicability.** It is the responsibility of the employer to provide the City of Gig Harbor with information, in writing, regarding the non-applicability of this chapter to their work site.

10.28.070 REQUIREMENTS FOR AFFECTED EMPLOYERS

- A) **CTR Programs.**
 - 1. **CTR Program Required.** Affected employers must develop a commute trip reduction program for their employees as required by this ordinance and submit it to the City within six months after the adoption of this ordinance. The program must be consistent with and meet the requirements of the City Commute Trip Reduction Plan, Attachment 'A' to this ordinance, and this chapter.
 - 2. **CTR Program Description.** Two CTR zones have been designated in Pierce county, the Tacoma/Fife zone, and the outer-county zone. Base year values for the Outer County Zone have been established and are outlined in the City of Gig Harbor's CTR Plan. The employer's program must be designed to meet the SOV/VMT reduction goals of 15 percent, 25 percent and 35 percent for 1997, 1999, and 2001, respectively, from the zone's base year values. That is, the 1997 goal is 85 percent of the zone's base year values, the 1999 goal is 75 percent of the base year values and the 2001 goal is 65 percent of the base year values.

3. **Program Requirements.** The program submitted by the affected employer shall contain the following:
 - a) **Site Description.** General description of the employment site location, transportation characteristics, and surrounding services, including unique conditions experienced by the employer or its employees.
 - b) **Employee Description.** Number of employees affected by the CTR Program.
 - c) **CTR Program Elements.** Description of CTR elements to be implemented by the employer to meet the commute trip reduction goals of the CTR Law, this chapter and the City of Gig Harbor's CTR Plan.
4. **CTR Program Schedule.** Schedule of implementation, assignment of responsibilities, and commitment to provide appropriate resources.

B) CTR Program Elements.

1. **Employee Transportation Coordinator:** The employer shall designate a transportation coordinator to administer the employer's CTR Program. The coordinator's name, location, and telephone number must be displayed prominently at each affected work site. The coordinator shall oversee all elements of the employer's CTR Program and act as liaison between the employer and the City of Gig Harbor.

An employer may have a single employee transportation coordinator if there are multiple affected sites. An employer may utilize the employee transportation coordinator services of a transportation management organization. The use of a transportation management organization by an employer in place of an employee transportation coordinator shall not affect any of the employer's responsibilities under this chapter.

2. **Information Distribution:** Information about alternatives to SOV commuting shall be provided to employees at least once a year. Each employer's program description and annual report must contain the information to be distributed and the method in which the information shall be distributed.
3. **CTR Program Elements:** In addition to the specific program elements described above, the employer's CTR Program shall include, but is not limited to, one or more of the following:
 - a) Provision of preferential parking or reduced parking charges, or both for high occupant vehicles;
 - b) Instituting or increasing parking charges for SOVs;
 - c) Provision of commuter ride matching services to facilitate employee ride-sharing for commute trip;

- d) Provision of subsidies for transit fares;
- e) Provision of vans for vanpools;
- f) Provision of subsidies for carpools or vanpools;
- g) Permitting the use of the employer's vehicle for carpooling or vanpooling;
- h) Permitting the use of the employer's vehicle for carpooling or vanpooling;
- i) Cooperation with providers to provide additional regular or express service to the worksite;
- j) Construction of special loading and unloading facilities for transit, carpool, and vanpool users;
- k) Provision of bicycle parking facilities, lockers, changing area, and showers for employees who bicycle or walk to work;
- l) Provision of a program of parking incentives such as rebate for employees who do not use the parking facilities;
- m) Establishment of a program to permit employees to work part or full-time at home or at an alternative work site closer to their homes;
- n) Establishment of a program of alternative work schedules which reduce commuting, such as a compressed work week;
- o) Implementation of other measures designed to facilitate the use of high-occupant vehicles, such as on-site day care facilities and emergency taxi services.

C) CTR Program Reporting.

1. Annual Reports. Annual Reports shall be prepared by affected employers utilizing the official CTR Program Report Form and submitted to the City. The Annual Reports must include a review of employee commuting and or progress toward meeting the SOV and VMT reduction goals.
2. Measurement Year Reports. Measurement Year Reports shall be prepared by employer on or before the annual anniversary date of submission of its first program to the City, in the years of 1997, 1999, and 2001. The Measurement Year Reports shall serve as an annual report for that year. Survey information about the employer's affected employees achievement of the CTR goals shall be collected and reported. The survey of employees shall utilize the Washington State Energy Office CTR survey form or an approved alternative form. Affected employers shall file a Measurement Year Report with the City of Gig Harbor, utilizing the official CTR Program Report Form.

- D) Record Keeping. Affected employers shall keep records related to the CTR Program they implement. Employers shall maintain all records listed in their CTR Program for a minimum of 24 months.

10.28.080 CTR GOAL MODIFICATION AND CTR PROGRAM WAIVER.

- A) CTR Goal Modification. An affected employer may make a request to the City of Gig Harbor City Administrator for modification of CTR Program Goals. Such request may be granted if one of the following conditions exist:

1. **Beyond Control of Affected Employer.** The affected employer can demonstrate it would be unable to comply with the CTR Program elements for reasons beyond the control of the employer.
 2. **Affected Employer's Work Site Conditions Differ from the Base Year Values.** To apply for a goal modification under this subsection, the affected employer must demonstrate that its work site condition differ from the base year values. This demonstration must include evidence from employee surveys administered within 90 days of the adoption of this ordinance, or within 90 days of becoming a newly identified affected employer. These surveys must be administered at the work site and show that the affected employer's own base year values of VMT per employee and SOV rates were higher than the CTR zone average; and subsequently, in the measurement year(s) showing that the affected employer has achieved reductions from its own base values that are comparable to the reduction goals stated in the CTR plan of 15 percent, 25 percent, and 35 percent.
 3. **A Significant Number of Employees Need Their Personal Commuting Vehicles for Work Related Trips.** An affected employer may apply for a modification of CTR Goals if it can demonstrate that significant numbers of its employees need to use the vehicles they drive to work during the work day for work purposes. The affected employer shall provide documentation indicating how many employees meet this condition and must demonstrate that no reasonable alternative commute mode exists for these employees and that the vehicles cannot reasonably be used for carpools or vanpools. Under this condition, the applicable goals will not be changed, but those employees who need daily access to the vehicles they drive to work will not be included in the calculations of proportion of SOV trips and VMT per employee used to determine the affected employer's progress toward program goals.
 4. **CTR Values of Contiguous CTR Zones are More Applicable.** An affected employer may apply for a modification of CTR goals if it demonstrates that its work site is contiguous with a CTR zone boundary and that the work site conditions affecting alternative commute options are similar to those for affected employers in the adjoining CTR zone. Under this condition, the affected employer's work site may be made subject to the same goals for VMT per employee and modification based on these conditions prior to the CTR Program implementation date.
- B) **CTR Program Waiver.** An affected employer may request the City of Gig Harbor grant an waiver from all CTR Program requirements or penalties for a particular work site. The affected employer must demonstrate that it would experience undue hardship in complying with requirements of this chapter as a result of the characteristics of its business, its work force, or its location(s). An waiver may be granted if and only if the affected employer demonstrates that it faces extraordinary circumstances, and is unable to implement any measures that could reduce the proportion of SOV trips and VMT per employee. Waivers may be granted by the City during the Annual Program Review process. The City shall annually review all waivers issued to affected employers, in order to determine whether

the circumstances which necessitated granting the waiver still exist, and whether the waiver will be in effect during the following program year.

C) Application for CTR Goal Modification or CTR Program Waiver.

1. Application Process. An affected employer that is seeking a CTR goal modification or a CTR Program waiver must make an application to the City. Such application shall be made within 90 days of the adoption of this chapter, or within 90 days of attaining status as a newly identified affected employer. Application shall be made 60 days prior to the annual program review date in all subsequent years.
2. Application Form. An affected employer that is seeking a CTR goal modification or a CTR Program waiver shall use the City CTR Program Report Form.

10.28.090 ANNUAL REPORTING AND MEASUREMENT YEAR REPORTING.

Affected employers whose VMT per employee and proportion of SOV trips are equal to (within two percent (2%)) or less than the goals described in the CTR Plan for one or more future goal years may submit a letter by certified mail or delivery, return receipt requested, to the City Administrator, demonstrating how it met such goals. A two percent (2%) margin has been allowed under the CTR Law, therefore, if the affected employer is at thirteen percent (13%) instead of fifteen percent (15%) the first goal year, they still will qualify for a waiver. If the affected employer commits in writing to continue their current level of effort, they shall be exempt from the requirements of this chapter except for the requirements to submit annual CTR Program Reports and Measurement Year Reports to the City. If any of these reports indicate the employer does not satisfy the next applicable goal(s), the affected employer shall immediately become subject to all requirements of this chapter.

10.28.100 SUBMITTAL AND REVIEW OF CTR PROGRAM DESCRIPTIONS, ANNUAL REPORTS, AND MEASUREMENT YEAR REPORTS.

A) CTR Program Description Submittal and Document Review.

1. Submittal. The affected employer shall submit the CTR Program Description to the City within 180 days of the adoption of this ordinance.
2. Extensions. An affected employer may request that the City allow it additional time to submit a CTR Program. Such request must be made to the City in writing no less than thirty (30) days before the due date of the Program for which the extension is being requested. Requests must be made by certified letter, return receipt requested, to the City Administrator. If the Administrator does not deny the request in writing within ten (10) days after the City's receipt of the request, the extension shall be deemed to have been granted. Extensions shall not exempt an affected employer from any responsibility in meeting program goals.

3. **Document Review.** The City shall have ninety (90) days after receipt of an affected employer's CTR Program Report form to determine whether or not the affected employer's CTR Program is acceptable. This review period may be extended by the City for an additional ninety (90) days, upon notification to the affected employer. If the review period is extended, the implementation date for the affected employer's CTR Program shall also be extended an equivalent number of days. If the City determines that the CTR Program is unacceptable, the City shall notify the affected employer of this decision in writing, and shall state the reasons for the rejection of the Program.
4. **Review Criteria.** In its review of an affected employer's CTR Program, the City shall determine whether the affected employer achieves both the SOV and VMT goals as set forth in the City's CTR Plan, and whether the affected employer has satisfied the objectives of the CTR Law and complied with this ordinance.
5. **Request for Meeting.** Within ten (10) days of receipt of written notice of an unacceptable CTR Program, either the City or affected employer may request a meeting to discuss the City's decision. This meeting shall be scheduled during the City's official hours.
6. **Modifications to CTR Program and Penalties.** The City shall recommend modifications to the affected employer's CTR Program and determine whether penalties are appropriate under the following:
 - a) **Failure to Achieve One CTR Goal.** If an affected employer achieves one of the CTR goals for the particular measurement year, but in recognition of the affected employer's successful efforts in commute trip reduction, the City will not penalize the affected employer if it does not implement recommended modification.
 - b) **Failure to Achieve Any CTR Goal.** If an affected employer fails to meet both the VMT per employee goal and the SOV rate goal for a particular measurement year, the City shall propose modifications to the CTR Program within thirty (30) days, and direct the affected employer to revise its Program, and may penalize the affected employer if it does not implement recommended modifications.
7. **Implementation of CTR Modifications.** If the City requires modifications to an affected employer's CTR Program due to the CTR Program's unacceptability, the affected employer shall have thirty (30) days to submit a revised CTR Program that includes the proposed modifications. The revised CTR Program shall be sent to the City by certified mail, return receipt requested, and the City shall review the revisions within thirty (30) days and notify the employer of acceptance or rejection of the revised CTR Program. If a revised program is not acceptable, the City may require the affected employer to meet with CTR staff for the purpose of reaching a consensus on the required CTR Program. A final decision on the required CTR Program will be issued in writing by the City within ten (10) days of the meeting.

B) Due Date for Annual Reports and Measurement Year Reports.

1. The City shall establish the affected employer's annual reporting date, which shall not be less than 12 months from the day the CTR Program is submitted. Each year on the affected employer's reporting date, the affected employer shall submit an annual CTR report to the City Administrator.
2. Extensions. An affected employer may request that the City allow it additional time to submit an annual CTR Program report or a CTR Measurement Year report. Such requests shall be made to the City in writing no less than thirty (30) days before the due date of the Program for which the extension is being requested. Requests must be made by certified letter, return receipt requested to the City Administrator. If the Administrator does not deny the request in writing within ten (10) days after the City's receipt of the request, the extension shall be deemed to have been granted. Extensions shall not exempt an affected employer from any responsibility in meeting program goals. Extensions granted due to delays or difficulties with any program element(s) shall not be cause for discontinuing or failing to implement other program elements.

10.28.110 ENFORCEMENT.

- A) Compliance. For purposes of this section, compliance shall mean fully implementing all provisions in the City of Gig Harbor CTR Plan or meeting or exceeding VMT and SOV goals of the CTR Law (RCW Chapter 70.94.521-551).
- B) Violations. It shall be a violation of this ordinance for any affected employer to:
 1. Fail to develop and/or submit on time a complete CTR Program by the applicable deadlines as stated in this ordinance.
 2. Fail to implement an approved CTR Program by the applicable deadlines as stated in this ordinance.
 3. Fail to modify an unacceptable CTR Program by the applicable deadlines as stated in this ordinance.
 4. Fail of an affected employer to identify itself to the City within 180 days of the adoption of this ordinance.
 5. Fail of a newly affected employer to identify itself to the City within 180 days of becoming an affected employer .
 6. Fail to submit on time an annual CTR Program Report to the City.
 7. Fail to maintain agreed-upon CTR Program records.

8. Intentionally submitting fraudulent or false information, data and/or survey results.

C) Penalties.

1. **Civil Infraction.** Any affected employer violating any provision of this ordinance shall be deemed to have committed a Class 1 Civil Infraction, and shall be subject to civil penalties pursuant to R.C.W. 7.80.120(a) .
2. **Written Notice.** Whenever the City Administrator or his/her designated representative, makes a determination that an affected employer is in violation of this ordinance, the City Administrator shall issue a written notice and order and send it certified mail or registered receipt requested, to the affected employer. In addition to any requirements set forth in RCW 7.80 the notice and order shall contain:
 - a) The name and address of the affected employer .
 - b) A statement that the City has found the affected employer to be in violation of this chapter with a brief concise description of the conditions found to be in violation.
 - c) A statement of the corrective action required to be taken. If the City has determined that corrective action is required, the order shall require that all corrective action be completed by a date stated in the notice.
 - d) A statement specifying the amount of any civil penalty assessed on account of the violation.
3. **Penalty Amount.** The penalty for violation shall be \$250 per day.
4. **Penalty Accrual.** Penalties will begin to accrue if compliance is not achieved by the date stated in the official notice from the City. In the event that an affected employer appeals the imposition of penalties, the penalties will not accrue during the appeals process. Should the City Council decide in favor of the appellant, all or a portion of the monetary penalties will be dismissed.
5. **Union Negotiations.** An affected employer shall not be liable for civil penalties if failure to implement an element of a CTR Program was the result of an inability to reach agreement with a certified collective bargaining agent under applicable laws where the issue was raised by the affected employer and pursued in good faith. Unionized affected employers shall be presumed to act in good faith compliance if they:
 - a) Propose to a recognized union any provisions of the affected employer's CTR Program that is subject to bargaining as defined by the National Labor Relations Act; and
 - b) Advise the union of the existence of the statute and the mandates of the CTR Program approved by the City of Gig Harbor and advise the union that the proposal being made is necessary for compliance with state law (RCW 70.94.531).

10.28.120 APPEALS.

- A) Appeals. Any aggrieved affected employer may appeal administrative decisions regarding modification of goals, modification of CTR Program elements, and penalties to the City Council. Appeals shall be filed with the City Administrator within thirty (30) days of the administrative decision (or receipt of Notice and Order). Appeals shall be heard pursuant to the procedures set forth in Gig Harbor Municipal Code chapter 1.23. Such appeal to the City Council shall be de novo. The City Council will evaluate affected employers' appeals of administrative decisions by determining if the decisions were consistent with the CTR Law (RCW Chapter 70.94.521-51) and the City's adopted ordinance on the subject.

- B) Judicial Appeal. The decision of the City Council shall be considered a final decision, appealable only to the Superior Court of Washington for Pierce County. Appeals to the Superior Court shall be made 30 days from final action of the City Council.

Section 2 - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3 - Effective Date. This ordinance shall take effect and shall be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this day of _____, 1994.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

MARK E. HOPPEN
City Administrator/Clerk

Filed with City Clerk: 2/4/94
Passed by City Council:
Date Published:
Date Effective:

ATTACHMENT 'A'

**CITY OF GIG HARBOR
COMMUTE TRIP REDUCTION PLAN**

Prepared by: City of Gig Harbor
Administration Department
February, 1994

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SECTION 1 - INTRODUCTION

A. Legislative Framework

The Washington State Legislature passed the Commute Trip Reduction (CTR) Law in 1991 as part of the Washington State Clean Air Act. The State Clean Air Act was in response to the Federal Clean Air Act. The Law requires cities and county governments to adopt CTR ordinances and plans outlining the requirements for major employers within their jurisdictions.

The CTR Plan for the City of Gig Harbor has been prepared in conformance with the requirements of the CTR Law (RCW 70.94.521-551) and the Washington State CTR Task Force Guidelines.

B. Relationship to CTR Ordinance

This CTR Plan is the policy basis and statement of intent that accompanies the City of Gig Harbor CTR Ordinance. To avoid duplication between the City of Gig Harbor CTR Ordinance and the CTR Plan, the Plan references sections of the Ordinance where applicable.

C. Coordination with Local Jurisdictions

In December of 1991, the Pierce County Commute Trip Reduction/Transportation Demand Management Technical Work Group was formed. The affected jurisdictions of Buckley, Fife, Steilacoom, Sumner, Tacoma, Pierce County and Puyallup agreed that a cooperative, team approach was the best strategy for meeting the requirements of the CTR Law. The Technical Work Group has met regularly on a monthly or biweekly basis since formation.

SECTION 2 - GOALS AND OBJECTIVES

A. Introduction

The Commute Trip Reduction Plan for the City of Gig Harbor is consistent with and based upon the following goals and objectives which are drawn from the Washington State CTR Task Force Guidelines.

B. Goals

1. To reduce automobile generated air and water pollution, relieve traffic congestion, and reduce energy consumption.

2. To reduce peak period motor vehicle trips and the number of vehicle miles traveled associated with commute trips.
3. To make optimal use of existing and planned transportation facilities to minimize costs of development and preserve business opportunities in the City of Gig Harbor and the State of Washington.
4. To treat affected employers in a fair and reasonable manner.
5. To establish a plan consistent with the CTR Guidelines and the CTR Plans of counties and cities with which the City of Gig Harbor has common borders or mutual transportation and growth issues.
6. To adopt a cooperative and coordinated approach to reducing the number of single-occupant vehicle trips and vehicle miles traveled to ensure consistency regarding CTR policies and implementation.
7. To increase the community's awareness and acceptance of available, efficient and environmentally beneficial travel options.
8. To encourage land use patterns that encourage high-occupancy vehicle travel options, improve accessibility and internodal connectivity within and/or between urban centers and activity centers so as to minimize adverse impacts on land use and the environment.
9. To protect the urban environment by encouraging efficient land use patterns which minimize travel distance and the disruption of environmentally sensitive areas and promote a non-motorized friendly environment.

C. Objectives

1. To ensure that all affected employers develop and implement CTR programs designed to:
 - a) Reduce the vehicle miles traveled per employee from the 1994 base year values established for each CTR zone.
 - b) Reduce the proportion of single-occupant vehicle trips from the 1994 base year values established for each CTR zone.
 - c) Inform and educate major employers and their employees about commute alternatives.

2. To establish the following:
 - a) CTR zones which group major employers with similar conditions which will allow for a fair and consistent treatment of major employers.
 - b) Base year values for the proportion of SOV commute trips and the vehicle miles traveled per employee for each CTR zone.
 - c) A means of measuring progress towards meeting the identified CTR goals.
 - d) An appeals process by which major employers may obtain an exemption from, or modification of, CTR requirements, or to appeal administrative determination.
 - e) Review and monitoring processes, and to assist employers in the development and implementation of their commute trip reduction programs.

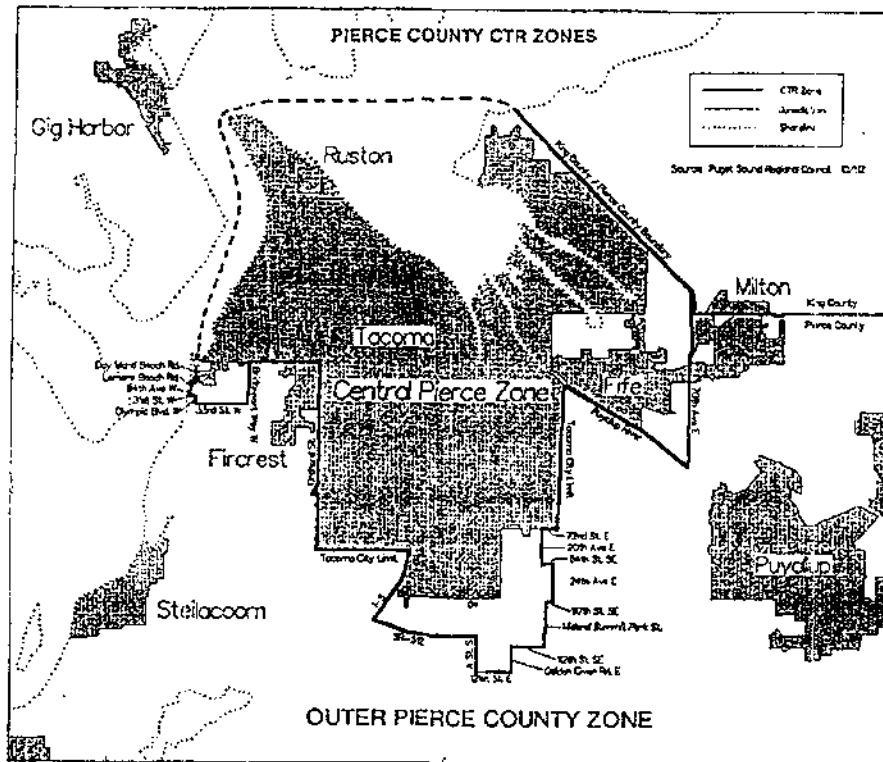
SECTION 3 - GOALS FOR REDUCTIONS IN SOV AND VMT VALUES

Except as otherwise provided in the City of Gig Harbor CTR Ordinance, an affected employer shall include in its CTR Program measures designed to achieve the following percentage reductions from the base year values for the CTR zone in which the affected employer is located.

YEAR	% REDUCTION IN VMT	% REDUCTION IN SOV
1997	15%	15%
1999	25%	25%
2001	35%	35%

SECTION 4 - CITY OF GIG HARBOR CTR ZONES

There are two CTR zones in Pierce County: the Tacoma/Fife CTR zone, and the Outer County CTR zone in which Gig Harbor is a part of. Below is a map displaying the zone designations.



SECTION 5 - CTR ZONE GOAL REDUCTIONS IN SOV AND VMT VALUES

The following table summarizes the required reductions in single-occupant vehicle (SOV) commute trips and vehicle miles traveled for the "Outer County" commute trip reduction zone affecting the City of Gig Harbor.

YEAR	SOV %	VMT %
BASE	90%	7.78 Miles
1997	76%	6.50 Miles
1999	67%	5.80 Miles
2001	58%	5.30 Miles

SECTION 6 - REQUIREMENTS FOR AFFECTED EMPLOYERS

Section 10.28.070 of the City of Gig Harbor CTR Ordinance specifies the requirements for affected employers who are under the jurisdiction of the City of Gig Harbor.

SECTION 7 - CTR PROGRAM FOR EMPLOYEES OF THE CITY OF GIG HARBOR

In accordance with the Transportation Demand Management Act RCW 70.94.521-551, the City of Gig Harbor will implement a Commute Trip Reduction Program for employees of the City of Gig Harbor.

A copy of the City's CTR Program will be available from the Administrative Department.

SECTION 8 - REVIEW OF THE CITY OF GIG HARBOR'S PARKING POLICIES

In accordance with the Transportation Demand Management Act RCW 70.904.521-551, the City of Gig Harbor will review its parking policies to determine if the policies support the use of high-occupancy vehicles.

This review will be undertaken in conjunction with the Growth Management planning process. It is anticipated that the review will take place in 1995 after the City of Gig Harbor adopts its Growth Management/Comprehensive Land Use Plan.

SECTION 9 - APPEALS PROCESS FOR AFFECTED EMPLOYERS

Section 10.28.100 of the City of Gig Harbor CTR Ordinance specifies the process that affected employers can employ to appeal decisions of the City of Gig Harbor concerning review and evaluation of Commute Trip Reduction programs.

SECTION 10 - METHODOLOGY FOR DETERMINING BASE YEAR SOV AND VMT VALUES

Base year values for single-occupant vehicle trips and vehicle miles traveled per employee will be determined by utilizing the Puget Sound Regional Council's transportation model. This model date is based on 1980 U.S. Census data that has been projected forward to 1992.

SECTION 11 - METHODOLOGY FOR ENSURING THAT AFFECTED EMPLOYERS RECEIVE CREDIT FOR EXISTING TDM EFFORTS

Section 10.28.080 - Annual Reporting and Measurement Year Reporting - of the City of Gig Harbor CTR Ordinance specifies the process that affected employers can apply for exemption for transportation demand management efforts implemented prior to the base year of 1994.

SECTION 12 - CONSISTENCY WITH NEIGHBORING JURISDICTIONS

In accordance with the Transportation Demand Management Act RCW 70.94.521-551, the City of Gig Harbor has worked with the neighboring jurisdictions to ensure consistency in the development and interpretation of this CTR Ordinance.

SECTION 13 - ADMINISTRATIVE GUIDELINES

The Washington State Commute Trip Guidelines and other administrative guidelines that may be developed by the City of Gig Harbor Administration will serve as the Administrative Guidelines for review and analysis of affected Employer's Commute Trip Reduction Programs.

COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT

An Interlocal Agreement between Pierce County (hereinafter referred to as the COUNTY) and the City of Gig Harbor (hereinafter referred to as the CITY),

W I T N E S S E T H

WHEREAS, the 1991 Washington State Legislature enacted the Transportation Demand Management Act (hereinafter referred to as the ACT), which was codified in RCW 70.94.521 through 70.94.551; and

WHEREAS, the ACT directs the Washington State Energy Office (hereinafter referred to as the WSEO) to proportionally distribute funds to counties within the State that are to distribute the funds proportionately to those cities within Pierce County with affected employers; and

WHEREAS, the parties hereto have determined that it is within the best interest of the public to enter into an interlocal agreement pursuant to RCW 39.34 and RCW 70.94.527 to better manage distribution of State funds and the development and administration of the Commute Trip Reduction plans for the various jurisdictions; and

WHEREAS, the COUNTY and the CITY, have determined that a portion of the funds distributed to Pierce County should be distributed to Pierce Transit, and in return, Pierce Transit will assist the parties with developing and implementing Commute Trip Reduction plans as set forth in "Attachment C," Pierce Transit Scope of Work for Commute Trip Reduction, attached hereto and incorporated herein by this reference; and

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

SECTION 1.0 PURPOSES

The purposes of this AGREEMENT are: (1) to allocate to the CITY its proportionate share of State funds for implementing and administering a Commute Trip Reduction plan, and (2) to continue a cooperative approach among the CITY, the COUNTY, and other jurisdictions in Pierce County required to plan and administer programs under the ACT in order to address interjurisdictional issues and to meet the statutory requirements of coordination and consistency among the jurisdictions' respective Commute Trip Reduction plans.

SECTION 2.0 FUNDING

Distribution of State funds to the CITY shall be based on the formula set forth in "Attachment A," Fund Distribution Formula for Washington State Energy Office Commute Trip Reduction Funds, attached hereto and

1 incorporated herein by this reference. Funding amounts may change
2 annually or quarterly depending on the number of affected
jurisdictions and major employers.

3 **SECTION 3.0 SERVICE PROVISIONS**

4 The funds provided to the CITY under this AGREEMENT shall be used
5 solely for the activities undertaken to fulfill the requirements of
6 RCW 70.94.521-551 and to implement the tasks described in "Attachment
B," Statement of Work County and City, attached hereto and
incorporated herein by this reference.

7 **SECTION 4.0 AGREEMENT PERIOD**

8 The effective date of this AGREEMENT shall be April 1, 1993. The
9 expiration date shall be June 30, 1995.

10 **SECTION 5.0 DISBURSEMENT PROVISION**

11 Pursuant to provisions of the ACT and the COUNTY's Intergovernmental
12 Agreement with the WSEO, it is anticipated that the COUNTY will
13 receive funds from the WSEO for implementation of the requirements of
14 the ACT. To receive funds from the WSEO, the COUNTY shall submit an
15 invoice voucher to the WSEO within thirty (30) days of the end of each
16 quarter. To receive funds from the COUNTY, the CITY shall submit an
17 invoice voucher to the COUNTY within twenty (20) days of the end of
18 each quarter. Upon the COUNTY's receipt of funds from the WSEO, the
19 COUNTY will remit a warrant for payment of these funds to the CITY by
20 using the formula set forth in Attachment A. All warrants shall be in
21 the amount equal to one eighth (to the nearest dollar) of the total
22 amount to be remitted to the CITY under this AGREEMENT.

23 **SECTION 6.0 EVALUATION AND MONITORING**

24 The CITY shall cooperate with and freely participate in any monitoring
25 or evaluation activities conducted by the WSEO that are pertinent to
26 the intent of this AGREEMENT.

27 The WSEO or the State Auditor and any of their representatives shall
28 have full access to and the right to examine during normal business
hours and as often as the WSEO or the State Auditor may deem necessary
all the CITY'S records with respect to matters covered in this
AGREEMENT. Such representatives shall be permitted to audit, examine,
and make excerpts or transcripts from such records and to make audits
of all contracts, invoices, materials, payrolls, and records of
matters covered by the AGREEMENT. Such rights last for three (3)
years from the date final payment is made hereunder.

1 **SECTION 7.0 QUARTERLY REPORTING**

2 The CITY or its designee shall remit to the COUNTY a report containing
3 information sufficient for the COUNTY to adequately and accurately
4 assess the progress made by the CITY in developing, implementing, and
5 administrating their Commute Trip Reduction ordinances and plans as
6 well as their compliance with other sections of the ACT. These
7 reports shall be submitted within twenty (20) days of the end of each
8 quarter to the COUNTY. The report shall include a summary of Commute
9 Trip Reduction events/activities and a schedule of the Commute Trip
10 Reduction events/activities planned for the next quarter as well as
11 any other information that may be required by the State Commute Trip
12 Reduction Task Force.

8 **SECTION 8.0 SUBCONTRACTING**

9 As allowed under RCW 70.94.521-551, the CITY may elect to enter into a
10 contract with a third party as a means of meeting the requirements of
11 the ACT. A separate agreement/contract shall be adopted by affected
12 parties. This action does not release the jurisdiction from meeting
13 requirements of RCW 70.94.521-551.

12 Any subcontract entered into must identify the work being provided by
13 the subcontractor and must contain an agreement to comply with all of
14 the conditions and requirements associated with RCW 70.94.521-551.
15 Each subcontract must also include a statement of indemnification that
16 indemnifies Washington State, the WSEO, and the COUNTY.

15 Any party to this AGREEMENT may enter into agreements through the
16 interlocal cooperation act or by resolution or ordinance, as
17 appropriate, with other jurisdictions, local transit agencies, or
18 regional transportation-planning organizations to coordinate the
19 development and implementation of Commute Trip Reduction plans.
20 Parties entering into such agreements must provide notice to the
21 COUNTY.

19 **SECTION 9.0 Employment Provisions**

20 There shall be no discrimination against any employee who is paid by
21 funds indicated in this AGREEMENT or against any applicant for such
22 employment because of race, religion, color, sex, marital status,
23 creed, national origin, age, Vietnam-era or disabled veterans status,
24 or the presence of any sensory, mental, or physical handicap. This
25 provision shall include, but not be limited to, employment, upgrading,
26 demotion, transfer, recruitment, advertising, layoff or termination,
27 rates of pay or other forms of compensation, and selection for
28 training.

25 **SECTION 10.0 AGREEMENT MODIFICATIONS**

26 The COUNTY and the CITY may request changes to this AGREEMENT. Any
27 such changes that are mutually agreed upon by the parties to this
28 AGREEMENT shall be incorporated herein by written amendment to this

1 AGREEMENT. It is mutually agreed and understood that no alteration or
2 variation of the terms of this AGREEMENT shall be valid unless made in
3 writing and signed by the parties hereto and that any oral
4 understanding or agreements not incorporated herein shall not be
5 binding.

6 SECTION 11.0 TERMINATION OF AGREEMENT

7 If through any cause any party to this AGREEMENT fails to fulfill in a
8 timely and proper manner its obligations under this AGREEMENT, the
9 COUNTY shall thereupon have the right to terminate this AGREEMENT and
10 withhold the remaining allocation if such default or violation is not
11 corrected within thirty (30) days after submitting written notice to
12 the CITY describing such default or violation.

13 Notwithstanding any provisions of this AGREEMENT, any party may
14 terminate their interest in this AGREEMENT by providing written notice
15 of such termination specifying the effective date thereof at least
16 thirty (30) days prior to such date.

17 SECTION 12.0 SPECIAL PROVISION

18 The COUNTY'S failure to insist upon the strict performance of any
19 provision of this AGREEMENT or to exercise any right based upon a
20 breach thereof or the acceptance of any performance during such
21 breach, shall not constitute a waiver of any right under this
22 AGREEMENT.

23 SECTION 13.0 HOLD HARMLESS

24 It is understood and agreed that this AGREEMENT is solely for the
25 benefit of the parties hereto and gives no right to any other party.
26 No separate entity, joint venture, or partnership is formed as a
27 result of this AGREEMENT. Each party hereto agrees to be responsible
28 and assumes liability for its own negligent acts or omissions or those
of its officers, agents or employees to the fullest extent required by
law, and agrees to save, indemnify, defend, and hold the other parties
harmless from any such liability. In the case of negligence on both
the COUNTY and the CITY, any damages allowed shall be levied in
proportion to the percentage of negligence attributable to the other
party.

29 This indemnification clause shall also apply to any and all causes of
30 action arising out of performance of work activities under this
31 AGREEMENT. Each contract for services or activities utilizing funds
32 provided in whole or in part by this AGREEMENT shall include a
33 provision that Washington State, the WSEO, and the COUNTY are not
34 liable for damage or claims from damage arising from any
35 subcontractor's performance or activities under the terms of the
36 contract.

1 The provisions of this section shall survive the expiration or
2 termination of this AGREEMENT with respect to any event occurring
3 prior to expiration or termination.

3 **SECTION 14.0 GOVERNING LAW AND VENUE**

4 This AGREEMENT shall be construed and enforced in accordance with and
5 the validity and performance thereof shall be governed by the laws of
6 Washington State. Venue of any suit between the parties arising out
7 of this AGREEMENT shall be the Superior Court of Pierce County,
8 Washington.

7 **SECTION 15.0 SEVERABILITY**

8 In the event that any term or condition of this AGREEMENT or
9 application thereof to any person or circumstances is held invalid,
10 such invalidity shall not affect other terms, conditions, or
11 applications of this AGREEMENT that can be given effect without the
12 invalid term, condition, or application. To this end the terms and
13 conditions of this AGREEMENT are declared severable.

11 **SECTION 16.0 RECAPTURE PROVISION**

12 In the event the State determines that the CITY fails to expend State
13 funds in accordance with State law and/or the provisions of this
14 agreement and requests the COUNTY'S assistance in resolving the
15 matter, the COUNTY reserves the right to withhold further
16 disbursements to the CITY until the State notifies the COUNTY that
17 disbursements may be resumed. The COUNTY reserves the right to
18 recapture State funds in an amount equivalent to the extent of the
19 noncompliance for repayment to the State.

17 Such right of recapture shall exist for a period not to exceed three
18 (3) years following the termination of this AGREEMENT. Repayment by
19 the CITY of State funds under this provision shall occur within thirty
20 (30) days of demand. In the event that the COUNTY is required to
21 institute legal proceedings to enforce the recapture provision, the
22 COUNTY shall be entitled to its costs thereof including reasonable
23 attorney's fee and court costs.

21 **SECTION 17.0 REDUCTION IN FUNDS**

22 If there is a reduction in State funds by the source of those funds,
23 and if such funds are the basis of this AGREEMENT, the parties to this
24 AGREEMENT shall review this AGREEMENT and the accompanying scopes of
25 work to determine the course of future transportation demand
26 management activities in Pierce County and any amendments to this
27 AGREEMENT that may be required.

1 SECTION 18.0 FINAL PAYMENT

2 Final invoice payment to the CITY shall be made by the COUNTY upon
3 completion of the tasks as specified in Attachment B of this
4 AGREEMENT.

4 SECTION 19.0 ADDITION OF PARTIES OR CHANGE IN STATUS

5 In the event a jurisdiction becomes affected by RCW 70.94.521-551, the
6 COUNTY will assist the jurisdiction in the development of their
7 Commute Trip Reduction ordinance and plan until State funds can be
8 reassessed on the annual schedule. The CITY is a party to this
9 AGREEMENT, and if it finds it is no longer required to implement a
10 Commute Trip Reduction program, it may continue to be a party to this
11 AGREEMENT for purposes of participating in the Technical Work Group
12 for information sharing but shall not receive State funds effective
13 with the quarter following the change in status.

10 PIERCE COUNTY

CITY OF GIG HARBOR

11 _____
12 Authorized Signature

Authorized Signature

13 _____
14 Title

Title

15 _____
16 Date

Date

17 APPROVED AS TO FORM

APPROVED AS TO FORM

18 _____
19 Deputy Prosecuting Attorney

City of Attorney

20 _____
21 Date

Date

1 ATTACHMENT A

2 FUND DISTRIBUTION FORMULA
3 FOR
4 WASHINGTON STATE ENERGY OFFICE
5 COMMUTE TRIP REDUCTION FUNDS

6 Fund Distribution Formula for Commute Trip Reduction/Transportation
7 Demand Management Funds is as follows:

8

$$\begin{array}{r} 30\% \text{ ALLOCATION TO PIERCE TRANSIT} \\ (+) \text{ PROPORTIONAL ALLOCATION TO JURISDICTIONS} \\ \hline = \text{ TOTAL COMMUTE TRIP REDUCTION FUNDS} \end{array}$$

9

10 Proportional Allocation to Jurisdictions is determined as follows:

11

$$\begin{array}{l} \text{Number of Affected Worksites in a Jurisdiction} \\ \text{divided by} \\ \text{Number of Total Affected Worksites in Pierce County} \end{array}$$

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1 ATTACHMENT B

2 STATEMENT OF WORK
3 COUNTY AND CITY

4 BACKGROUND

5 The 1991 Washington State Legislature found that automobile traffic in
6 Washington's metropolitan areas is the major source of emissions of
7 air contaminants and that increasing automobile traffic is aggravating
8 traffic congestion. Further, the 1991 Legislature found that
9 increasing automobile traffic is a major factor in increasing
consumption of gasoline. According to the Legislature, reducing the
number of commute trips to work via single-occupant vehicles (SOV) is
an effective way of reducing vehicle-related air pollution, traffic
congestion, and energy use.

10 To address these problems, the Transportation Demand Management Act
11 (Second Substitute House Bill 1671) was passed by the 1991 Legislature
12 and signed by the Governor. RCW 70.94.521-551 requires cities and
13 towns containing "major employers" (employers--private or public--that
14 employ 100 or more full-time employees who arrive at work between the
15 hours of 6:00 a.m. and 9:00 a.m. on weekdays for at least 12
consecutive months during the year) in counties with populations of
150,000 or more (Clark, King, Kitsap, Pierce, Snohomish, Spokane,
Thurston, and Yakima) to develop plans and programs to reduce vehicle
miles traveled and SOV commute trips.

16 These counties and cities are to establish and implement Commute Trip
17 Reduction plans for all major employers within their jurisdiction.
18 Commute Trip Reduction plans are being developed in cooperation with
19 local transit agencies, regional transportation-planning
20 organizations, and major employers. Plans are to be consistent with
21 and can be incorporated in State or regional transportation plans and
22 local comprehensive plans. Additionally, plans are to be consistent
23 with the guidelines established by the Commute Trip Reduction Task
24 Force.

25 Pierce County's Commute Trip Reduction project will be implemented in
26 phases. Phase I--July 1, 1991 to June 30, 1993--covered the initial
27 period of local plan implementation. During Phase I, City and County
28 staff identified and made contact with major employers, established
Commute Trip Reduction zones, and generated zone base-year values and
progress year goals. Phase II--July 1, 1993 to June 30, 1995 (the
period of this contract)--will involve ongoing program administration
including, but not limited to, employer initial program descriptions
(1993), employer annual reports (1994, 1995), and employee survey
results where and when available.

1 **OBJECTIVES**

2 The COUNTY will coordinate and administer the distribution of funds
3 and collect database information within the COUNTY to administer the
4 Washington State's Commute Trip Reduction Legislation as described in
5 RCW 70.94.521-551. The WSEO will provide funds to the COUNTY to
6 assist in the COUNTY's implementation of Commute Trip Reduction
7 programs. The COUNTY will distribute funds to cities with affected
8 employers within the COUNTY implementing and administrating Commute
9 Trip Reduction plans. Funds provided to the parties of this AGREEMENT
10 are to be used solely for activities undertaken to fulfill the
11 requirements of the ACT. The COUNTY will serve as a liaison between
12 the WSEO and the parties to this AGREEMENT.

8 **1. GENERAL TASKS**

9 The CITY shall perform the following tasks:

- 10 1.1 Adopt by ordinance and implement a Commute Trip Reduction
11 plan for major employers according to the provisions of RCW
12 70.94.521-551 and the Guidelines established by the
13 Washington State Commute Trip Reduction Task Force.
- 14 1.2 Ensure the Commute Trip Reduction plan is consistent with
15 the Guidelines and requirements of RCW 70.94.521-551.
- 16 1.3 Ensure the Commute Trip Reduction plan is consistent with
17 applicable state or regional transportation plans and
18 comprehensive plans.
- 19 1.4 Provide the COUNTY with a public hearing notice and copies
20 of any proposed amendments to the Commute Trip Reduction
21 ordinance, plan, and/or administrative guidelines within the
22 first week of the public review period and final copies of
23 such action within one (1) month of adoption.
- 24 1.5 Review the CITY'S parking policies and ordinances as they
25 relate to affected employers and affected worksites and any
26 revisions necessary to promote the intent of the Commute
27 Trip Reduction Law, ordinance, and plan. Provide the COUNTY
28 with a public hearing notice and copies of any Commute Trip
Reduction-related amendments to parking ordinances within
the first week of the public review period and final copies
of such action within one (1) month of adoption.
- 1.6 Provide the COUNTY with a public hearing notice and copies
of all proposed changes in Commute Trip Reduction zone
boundaries, values of the proportion of SOV trips, and the
commute trip vehicle miles traveled per employee that occur
in the local jurisdiction within the first week of the
public review period and final copies of such action within
one (1) month of adoption.

1 1.7 By April 30 of each year, provide the COUNTY with a list of
2 affected employer worksites in the CITY with the number of
3 affected employees (as defined by the Commute Trip Reduction
4 Guidelines) at each worksite.

4 **2. APPEALS, WAIVERS AND MODIFICATIONS**

5 2.1 Maintain an appeals process whereby employers in the CITY
6 may obtain a waiver or modification of Commute Trip
7 Reduction requirements if they would be unable to meet the
8 requirements of a Commute Trip Reduction plan or ordinance
9 as a result of special characteristics of their business or
10 location.

11 2.2 Submit all waivers or modifications from the Commute Trip
12 Reduction requirements considered and/or granted by the CITY
13 or an appeals board to employers to the Commute Trip
14 Reduction Task Force for review and comment
15 (RCW 70.94.527(9)) in one of two methods:

16 a. Public Review Period or Hearing

17 If there is a public review period or hearing, submit
18 all waivers or modifications from the Commute Trip
19 Reduction requirements to be considered within the
20 first week of the public review period and final copies
21 within one (1) month of adoption/action.

22 b. Administrative Review

23 If there is an administrative review, submit copies of
24 all waivers or modifications from the Commute Trip
25 Reduction requirements to be considered at least one
26 (1) week prior to approval/action.

27 **3. ANNUAL PROGRESS REPORTING**

28 3.1 Submit an annual progress report for the CITY to the COUNTY
by June 30, 1994 and June 30, 1995.

3.2 The annual progress report will include:

a. The CITY'S contact person's name, mailing address, and
phone number.

b. Progress in attaining the applicable Commute Trip
Reduction goals for each Commute Trip Reduction zone.

c. Any significant problems encountered.

d. One (1) hard copy of each affected employer's most
recent Program Description and Annual Report.

e. The electronic version of each affected employers's
most recent Program Description and Annual Report (if
available).

1 f. A list of Commute Trip Reduction Trainers and Reviewers
2 on staff or under contract with the CITY.

3 3.3 Use the State-provided "Program & Employer Annual
4 Report," or have the CITY form reviewed by the WSEO for
5 data compatibility and consistency with the State
6 "Program Description and Employer Annual Report" form.

7 4. QUARTERLY REPORTING

8 4.1 With the invoice vouchers, submit to the COUNTY quarterly
9 progress reports summarizing Commute Trip Reduction events
10 and projects within the CITY and a list of scheduled Commute
11 Trip Reduction events and projects in the next quarter
12 including all Commute Trip Reduction training classes within
13 twenty (20) days of the end of the each quarter.

14 5. SURVEYING

15 5.1 Provide the COUNTY with any and all updated or new employer,
16 jurisdiction, zone, or COUNTY Commute Trip Reduction survey
17 database information. Commute Trip Reduction survey
18 database information must be submitted in WSEO-specified
19 format at least three (3) weeks prior to submitting survey
20 forms for processing.

21 5.2 Return all processed Commute Trip Reduction Employee
22 Questionnaires and Supplemental Questionnaires unaltered to
23 their respective employer within thirty (30) days of receipt
24 from the COUNTY with a copy of the Washington State Commute
25 Trip Reduction Guide for Employer Surveys or other
26 WSEO-reviewed survey guide/instructional materials.

27 6. EVALUATION

28 6.1 Assist COUNTY staff with the Commute Trip Reduction
evaluation as necessary to meet the WSEO requirements
(RCW 70.94.537(4)).

6.2 Distribute the WSEO-provided Employer Cost Surveys to all
employers affected by the Commute Trip Reduction Law,
ordinances, and plans to the CITY.

COUNTY TASKS

1.1 Those tasks identified in the Statement of Work encompassed
in the Intergovernmental Agreement between Pierce County and
the WSEO.

2.1 In order to coordinate the process of implementing the
requirements of the ACT, the COUNTY assembled a Technical
Work Group composed of representatives from each affected
jurisdiction, the Tacoma-Pierce County Chamber of Commerce,
the Puget Sound Regional Council, Pierce Transit, and
affected employers (as interested). The COUNTY will provide

1 staff support for the Technical Work Group. The Technical
2 Work Group will operate as follows:

3 2.1.1 The Technical Work Group will serve as a forum to
4 discuss implementation of the ACT so as to enhance
5 and maintain consistency in implementation of the
6 ACT.

7 2.1.2 The CITY is encouraged to invite affected
8 employers to participate in order to advise the
9 affected jurisdictions about employer concerns.

10 2.1.3 The Technical Work Group will operate by consensus
11 and will serve as a discussion and advisory forum.
12 The elected officials of each affected
13 jurisdiction will make all final decisions
14 regarding implementation of the ACT.

15 3.1 In the event that an affected employer is identified in a
16 jurisdiction that is not currently a party to this
17 AGREEMENT, the COUNTY will assist the jurisdiction in the
18 development of their Commute Trip Reduction plan and program
19 until the Washington State Commute Trip Reduction funds can
20 be reassessed on the annual schedule.
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1 ATTACHMENT C

2 PIERCE TRANSIT SCOPE OF WORK
3 FOR COMMUTE TRIP REDUCTION

4 BACKGROUND

5 The 1991 Washington State Legislature found that automobile traffic in
6 Washington's metropolitan areas is the major source of emissions of
7 air contaminants and that increasing automobile traffic is aggravating
8 traffic congestion. Further, the 1991 Legislature found that
9 increasing automobile traffic is a major factor in increasing
consumption of gasoline. According to the Legislature, reducing the
number of commute trips to work via SOVs is an effective way of
reducing vehicle-related air pollution, traffic congestion, and energy
use.

10 To address these problems, the Transportation Demand Management Act
11 (Second Substitute House Bill 1671) was passed by the 1991 Legislature
12 and signed by the Governor. The ACT requires cities and towns
13 containing "major employers" (employers--private or public--that
14 employ 100 or more full-time employees who arrive at work between the
hours of 6:00 a.m. and 9:00 a.m. on weekdays for at least 12
consecutive months during the year) in counties with populations of
150,000 or more (Clark, King, Kitsap, Pierce, Snohomish, Spokane,
Thurston, and Yakima) to develop plans and programs to reduce SOV
commute trips.

15 These counties and cities are to establish and implement Commute Trip
16 Reduction plans for all major employers within their jurisdiction.
17 The Commute Trip Reduction plans are to be developed in cooperation
18 with local transit agencies, regional transportation-planning
19 organizations, and major employers and must contain certain elements
20 as set forth in RCW 70.94.527(4). Plans are to be consistent with and
can be incorporated in State or regional transportation plans and
local comprehensive plans. Additionally, plans are to be consistent
with the guidelines established by the Commute Trip Reduction Task
Force.

21 Pierce County's Commute Trip Reduction project will be developed in
22 phases. Phase I--July 1, 1991 to June 30, 1993--covered the initial
23 period of local plan implementation. During Phase I, City and County
24 staff identified and made contacts with major employers, and staff
25 established Commute Trip Reduction zones and generated zone base-year
26 values and progress year goals. Phase II--July 1, 1993 to June 30,
27 1995 (the period of this contract)--will involve ongoing program
28 administration including, but not limited to, employer initial program
descriptions (1993), employer annual reports (1994, 1995), and
employee survey results where and when available.

1 **OBJECTIVES**

2 The COUNTY will coordinate and administer the distribution of funds
3 and collect database information within the COUNTY to administer
4 Washington State's Commute Trip Reduction Legislation as described in
5 RCW 70.94521-551. The WSEO will provide funds to the COUNTY to assist
6 in the COUNTY's implementation of Commute Trip Reduction programs.
7 The COUNTY will provide funds to cities with affected employers and
8 within the COUNTY that are implementing and administrating Commute
9 Trip Reduction plans. Funds provided to the parties of this AGREEMENT
10 are to be used solely for activities undertaken to fulfill the
11 requirements of the ACT. The COUNTY will serve as a liaison between
12 the WSEO and the parties to this AGREEMENT.

13 PIERCE TRANSIT will be responsible for performing the following tasks
14 under contract with affected Pierce County jurisdictions according to
15 Attachment A--Fund Distribution Formula for Washington State Energy
16 Office Commute Trip Reduction Funds.

10

11 **1. ROLE DEFINITION**

11

12 1.1 The affected jurisdiction is primarily responsible for
13 assisting employers with program development, program review
14 and approval, program modifications, legal assistance, and
15 penalties. The affected jurisdiction is responsible for
16 overall monitoring of CTR activities within its jurisdiction.
17 The affected jurisdiction is responsible for identifying
18 affected employers, reviewing appeals, and communicating
19 changes in the law. The affected jurisdiction may transfer
20 primary responsibility of any particular item in this
21 agreement to Pierce Transit upon satisfactory settlement,
22 which may or may not result in additional funding between the
23 two parties.

24 1.2 Pierce Transit is primarily responsible for employer training
25 regarding the law, transportation services including bus,
26 carpool, vanpool, bicycle, walk, and other program support
27 elements such as guaranteed ride home; program implementation
28 assistance; ongoing contact with individual employers to
assist with program elements; ETC networking; and marketing
efforts.

22 **2. EMPLOYER DATABASE MAINTENANCE**

23 2.1 The affected jurisdiction will maintain and be the primary
24 purveyor of the CTR employer database for the affected
25 jurisdiction. Database maintenance activities include: (1)
26 updating the employer data as soon as information changes,
27 and (2) providing modifications of the database to Pierce
28 Transit as soon as received.

26 2.2 Pierce Transit will maintain a separate database of all major
27 employers in Pierce County as well as a database for
28 newsletter distribution. These databases are primarily for
mailing purposes.

1 2.3 The affected jurisdiction may transfer complete database
2 responsibility to Pierce Transit if desired. This transfer
will be accomplished through a formal written request.

3 3. AFFECTED EMPLOYER CTR PROGRAM DEVELOPMENT

4 3.1 The affected jurisdiction will be primarily responsible for
5 all affected employer CTR program development activities.
6 Program development activities include, but are not limited
7 to: (1) leading the effort to meet with employers prior to
8 the CTR program submittal by employers, (2) making
recommendations to employers regarding the best mix of site-
specific CTR strategies, (3) reviewing employer CTR programs,
and (4) making a determination of employer program
acceptability.

9 3.2 Pierce Transit will attend employer meetings with the
10 affected jurisdiction whenever possible. Pierce Transit will
11 assist employers in determining the feasibility of potential
transit and ridesharing strategies.

12 3.3 In order to assist in the coordination efforts between all
13 parties to this agreement, a meeting summary will be
completed by one designated agency staff person attending an
employer meeting.

14 3.4 The affected jurisdiction will request Pierce Transit's
15 comments on affected employer CTR programs as needed. Pierce
16 Transit's comments will focus on the relevance of specific
CTR strategies cited in the employer CTR programs in terms of
the ability of the affected employer to meet its CTR goals.

17 4. ONGOING SUPPORT, WORKSHOPS, AND TRAINING

18 4.1 It is envisioned that ETCs will meet regularly at scheduled
19 intervals (e.g., quarterly) to review the experiences of
20 their specific programs. Pierce Transit will establish the
21 format, structure, overall responsibilities, and logistics of
22 this effort. This effort will include, but not be limited
23 to, training/workshops in specific areas (such as carpooling,
24 vanpooling, telecommuting, etc.), problem solving, conflict
resolution, and general idea sharing. The affected
jurisdiction will assist Pierce Transit in establishing a
procedure and forum for ongoing ETC support for affected
employers within its jurisdiction.

25 4.2 Newly affected employers will be provided with the
26 opportunity to attend training sessions that are provided by
27 Pierce Transit in association with affected jurisdictions.
28 Pierce Transit will develop a training program that can be
used to train new ETCs and Employer Program Developers.
Materials from the training sessions of Summer 1993 will form
the basis of the training materials to be used for the
purpose of training newly affected employers. The Summer

1 1993 training regimen will be modified by Pierce Transit
2 based on the feedback received by the participants of those
3 sessions and by the affected jurisdiction. Training will
4 occur (1) on an ad-hoc basis upon an employer's designation
5 as affected, (2) on an individual basis as new ETCs are
6 designated, (3) in group settings when a need is
7 demonstrated, and (4) in a more formal setting when
8 substantive elements of the CTR ordinances or state laws
9 require changes in procedures or when new technical data
10 becomes available that will benefit major groups of
11 employers.

7 4.3 During Pierce Transit's continual employer contacts for
8 program implementation assistance, ETCs and Program
9 Developers will be directed to contact the affected
10 jurisdiction for information regarding program modification,
11 program review, the law, other legal issues, and penalties.
12 From a coordination standpoint, Pierce Transit will notify
13 the affected jurisdiction of all meetings to be held with
14 employers and about any issues that arose during that
15 meeting. The affected jurisdiction will decide whether or
16 not to attend those meetings. The affected jurisdiction will
17 follow the same procedure, and Pierce Transit will decide
18 whether or not to attend meetings set up by the affected
19 jurisdiction.

14 5. PROGRAM IMPLEMENTATION

15 5.1 The affected jurisdiction and Pierce Transit will continue to
16 meet with employers to provide ongoing support and to assist
17 in the implementation of the services provided for in their
18 approved CTR programs. Employer meetings will be attended by
19 both the affected jurisdiction and Pierce Transit whenever
20 possible.

19 5.2 Pierce Transit will take the lead maintaining coordination
20 with the affected jurisdiction in assisting employers in such
21 CTR Program implementation services as:

21 Ridematch services for carpools and vanpools.

22 Carpool and vanpool formation and operation.

23 Design and construction of commuter information centers.

24 Bus information and trip planning.

25 Support services such as preferential parking, compressed
26 work weeks, and telecommuting.

26 Certification of carpools.

27 Miscellaneous in-house services and marketing efforts such as
28 transportation fairs, flyers, and newsletter items.

1 5.3 The affected jurisdiction will take the lead maintaining
2 coordination with Pierce Transit in assisting employers in
such CTR Program implementation services as:

3 Measurement-year employee surveys and other survey
4 instruments useful to employers.

5 Parking management programs specific to individual employer
site needs.

6 6. INTERAGENCY COORDINATION

7 6.1 The affected jurisdiction and Pierce Transit will participate
8 in all meetings of the Technical Work Group.

9 6.2 The affected jurisdiction and Pierce Transit will notify each
10 other at least monthly of all contacts with employers or
changes to employer information.

11 7. MARKETING

12 7.1 Pierce Transit will provide the following marketing
13 activities:

14 Hold transportation fairs at employment sites to encourage
15 employee participation in high-occupancy vehicle (HOV)
alternatives and to assist in the promotion of employer
offered HOV services and incentives.

16 Prepare a newsletter every four to six weeks, and distribute
17 it to affected CTR employers and other interested parties.
18 The affected jurisdiction will be offered an opportunity to
review and comment on a draft of the newsletter prior to
distribution.

19 Prepare marketing brochures or other informational pieces on
20 all various program elements as needed, and distribute them
to affected CTR employers and other interested employers
within the affected jurisdiction.

21 Assist employers with their marketing efforts.

22 Ensure an adequate supply of materials provided by Pierce
23 Transit for Commuter Information Centers at affected employer
24 locations.

25 7.2 The affected jurisdiction anticipates that additional CTR
26 marketing may be required over and above the dollars proposed
27 under this agreement. Where there is a clear need for
28 additional marketing services including CTR literature,
posters, advertisements, brochures, and incentive programs,
the affected jurisdiction at its discretion will develop a
supplement to this agreement. Pierce Transit, through its

1 continual work with employers, will assist the affected
2 jurisdiction in identifying those needs.

3 **8. QUARTERLY REPORTING**

4 8.1 Pierce Transit will provide quarterly reports to the affected
5 jurisdiction regarding its activities that directly relate to
6 the CTR program within the geographical limits of the
7 affected jurisdiction. The quarterly report will contain a
8 minimum of the following elements:

9 A summary of the employer contacts that were made during the
10 quarter.

11 A copy of the updated employer list.

12 The total dollars spent during the quarter including a
13 breakdown of staff and direct costs.

14 A summary of the major CTR issues that developed during the
15 quarter.

16 Anticipated products during the next quarter.

17 8.2 Pierce Transit will provide this information on its CTR
18 activities in their entirety. Other than employer contacts,
19 specific breakdown of information by jurisdiction may not
20 always be possible especially with regard to costs and future
21 products.

22 February 15, 1994
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City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
SUBJECT: RAY NASH DRIVE COMMUNITY DRAINFIELD
DATE: MARCH 24, 1994

INTRODUCTION

The City entered into an interlocal agreement with Pierce County to maintain the Ray Nash Drive community drainfield. The agreement has provisions to release the City from maintenance responsibilities upon sending notice to County. We would like to be released from the responsibility of maintaining this system. The city is not in the business of maintaining septic systems and the maintenance site is clearly outside the City of Gig Harbor Urban Planning Area.

BACKGROUND / ISSUES

In November 1988, the City entered into an interlocal agreement with Pierce County for the assignment of certain utility service obligations to the City. Although it is not clear to me or Mark why we took on such a responsibility from the County, we are told that the perception was that this location would serve the City sewer in the future and we should maintain it on a temporary basis till sewer is provided to the area.

This particular area is clearly outside the City's current Urban Planning Area and the City's Comprehensive Sanitary Sewer Plan service area. We just don't see any possibility that we would be providing sanitary sewer to this location in the future. In the event of drainfield failure, the only option available to the City is to purchase land to build new drainfield. I just cannot imagine the cost of doing such thing for the City.

FISCAL IMPACT

We are receiving \$299.00 monthly revenue from the users of the community drainfield. We are spending \$257.50 monthly on the maintenance and operation of the pump station and drainfield which does not include depreciation of the pump station. Although there is an excess revenue of \$41.50 monthly, this amount would not be to be enough to replace the drainfield when it fails.

RECOMMENDATION

I recommend a council motion to authorize the Mayor to sign the enclosed Release of Assignment of Utility Service Agreement to turn the responsibility of maintenance of this pump station and the drainfield back to the County. The agreement was prepared by the City Attorney, Ms. Carol Morris.

**RELEASE OF ASSIGNMENT OF UTILITY SERVICE AGREEMENT
AND STANDARD PARTICIPATION CONTRACT**

THIS RELEASE of assignment is made this ____ day of _____, 1994, by the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), to Pierce County, a political subdivision of the State of Washington (hereinafter the "County").

WHEREAS, the City and County entered into an interlocal agreement on November 11, 1988 (the "Interlocal" hereinafter), for the assignment of certain utility service obligations to the City, as described in a document entitled "Standard Participation Contract," (the "Contract"), filed in the Pierce County Auditor's Office under No. 8410190327; and

WHEREAS, section 5 of the Interlocal allows the City, as "assignee" to execute a written release and deliver same to the County, as "assignor," in order to discharge the City from any further obligations under either the Interlocal or the Contract; now, therefore,

Section 1. RELEASE. In compliance with Section 5 of the Interlocal, the City of Gig Harbor, its officials, officers, employees and agents, are hereby released and forever discharged from any and all obligations, liabilities or duties imposed on the City as assignee in the Interlocal or Contract.

Section 2. PROPERTY SUBJECT TO RELEASE. The real property subject to this Release is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

MAYOR'S REPORT
March 28, 1994
ESTABLISHING A REFERENCE LIBRARY

Over the years reams and reams of printed government material come across my desk. Thousands of taxpayer dollars go into the creation of these documents. Many of them contain useful information for councilmembers and interested citizens. Thus, the establishment of a reference library in the conference room would provide the availability of this material upon request.

The reference library would be available to the public during business hours when the conference room was not otherwise scheduled and occupied. Groups, such as civics classes, or individuals wishing to spend time in the library may schedule time with the receptionist at City Hall.

Information categories include:

Comprehensive Plans	Grants
Finance	Insurance
Housing Data	Marine Sanitation
Legal Information (Municipal)	Puget Sound Regional Council
Personnel	Waste
Transportation	
Water Quality	

Information on the following items are being prepared. Earthquake Preparedness for Neighborhoods and Businesses, Urban Forest Management, Pierce County Services for Aging & Long Term Care, Pierce County Health Department Policies, Agendas and Minutes of the Board, Wellness information, Pierce County Solid Waste Program, Pierce County Draft Comprehensive Plan, Gig Harbor Comprehensive Plan, Shoreline Master Program, Comprehensive Transportation Plan, Comprehensive Sewer Plan, Comprehensive Water Plan, and Gig Harbor Municipal Code.

More information files will become available as we update and pass our land use and water regulations.

Use the reference library, it's paid for! I can't possibly read all the material available. That's where the councilmembers and citizens come in. Together we'll grow with grace and dignity as we utilize our combined knowledge to create appropriate policy in the future.