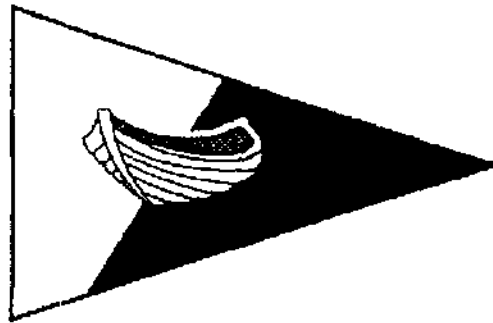


**GIG HARBOR
CITY COUNCIL MEETING**



APRIL 11, 1994

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
APRIL 11, 1994**

SPECIAL PRESENTATION:

PUBLIC HEARING:

New City Code Ordinance.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

Selection of AWC Delegates

OLD BUSINESS:

1. Second Reading - New City Code Ordinance.
2. Second Reading - Commute Trip Reduction Ordinance and Interlocal Agreement.

NEW BUSINESS:

1. Contract for Indigent Defense Services.
2. Transpo Contract Amendment.
3. Sanitary Sewer and Storm System T.V. Inspection Contract.
4. Authorization to Purchase Utility Truck.
5. Liquor License Application - Captain's Terrace.

DEPARTMENT DIRECTORS' REPORTS:

MAYOR'S REPORT:

Emergency Preparedness Update.

COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION:

Discussion of Legal Matters (20 minutes).

Discussion of Property Acquisition (5 minutes).

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MARCH 28, 1994

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

SPECIAL PRESENTATION:

Proclamation - National Child Abuse Prevention Month. Mayor Wilbert presented a Proclamation from the City of Gig Harbor declaring April to be National Child Abuse Prevention Month. Regina Hunthausen accepted the proclamation and gave a brief description of what the program involves.

PUBLIC COMMENT / DISCUSSION:

Joseph Quinn, attorney for James Healey, asked to be placed on a future council agenda to discuss temporary sewer service for Harbor Pond, to be replaced with permanent service in the future. They currently have a Utility Extension Capacity Agreement with the City of Gig Harbor. Mayor Wilbert asked that information be submitted to the Public Works Committee for review before placement on the City Council Agenda.

PUBLIC HEARING:

Pre-annexation Zoning / Notice of Intent to Annex - Anna Nelson. Ray Gilmore presented the first of two required public hearings on this one acre parcel located east of and adjacent to Soundview Drive. She is requesting a zoning designation of R-2 (single family/duplex) as the property contains three duplex dwelling units. The second public hearing has been scheduled for the May 9th City Council meeting. Mayor Wilbert closed this first public hearing at 7:15 p.m.

CALL TO ORDER: 7:17 p.m.

APPROVAL OF MINUTES:

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

CORRESPONDENCE:

1. Waste Reducers / Bag Hunger. Mayor Wilbert introduced this community project and newsletter to be mailed to all county and city residents beginning March 25th, sponsored jointly by Pierce County, all solid waste haulers, the Emergency Food Network, and the City of Tacoma. The project is aimed at raising food for the area's hungry and increase awareness of curbside recycling programs.

2. Voices that Matter Program. - Mayor Wilbert explained this program that encourages kids to write, draw, and be creative.
3. Puget Sound Regional Council. - Mayor Wilbert introduced this correspondence asking if the City of Gig Harbor wants to be involved in a task force to study and take action on the noise issue created by SeaTac airport. Councilmembers decided not to become involved at this time.

OLD BUSINESS:

1. Third Reading - Amendment to Zoning Code - Fence Standards. Ray Gilmore summarized the changes from the second reading of this ordinance.

MOTION: Move adoption of Ordinance 667.
Markovich / Stevens Taylor - unanimously approved.

2. Second Reading - Hearing Examiner Recommendation: Zoning Map Correction. Ray Gilmore explained that discussion with legal counsel has brought up the issue that the City does not have an established process to deal with map error corrections. Carol Morris, legal counsel, explained that for this map change to be considered a map error, it has to be clearly shown as a map error, and cited an example. In this instance, there is no clear evidence pointing to a map error, and so the zoning map must be changed through the rezone process. The applicant currently has a rezone application on file with the city that had been put on hold for the map change that could be reactivated.

MOTION: Move we indefinitely table this ordinance to correct a map error.
Picinich / Platt - unanimously approved.

NEW BUSINESS:

1. First Reading - Ordinance Adopting New City Code. Mark Hoppen introduced the new city code and the ordinance adopting the new edition of the city code. He described the software program "Folio" that was included with the package that will allow easy research and reference capabilities for the code. A public hearing is scheduled at the second reading of this ordinance, April 11th, 1994.

MOTION: Move we set a public hearing on April 11th, the second reading of the Ordinance.
Markovich / Picinich - unanimously approved.

2. Award of Bid - Supplies to Construct Waterline along Stanich Avenue. Ben Yazici presented the three bids for materials to construct the Stanich Avenue waterline. He explained the low bidder, H.B. Fowler, at \$13,775.23, had been disqualified because it was not accompanied by a 5% bid bond. The next low bidder at \$13,794.33 was Pacific Water Works Supply Co., Inc. The total anticipated cost of the project is \$24,794.33.

MOTION: Move we authorize the Public Works Director to accept the low bid by Pacific Water Works Supply, Inc., in the amount of \$13,794.33.
Platt / Stevens Taylor - unanimously approved.

3. First Reading - Commute Trip Reduction Ordinance and Interlocal Agreement. Mark Hoppen presented this ordinance and interlocal agreement to reduce single occupancy vehicle trips in an attempt to reduce traffic congestion, air pollution and energy consumption. In 1991, the Washington State Legislature passed the Commute Trip Reduction Law requiring local governments to enact a CTR Ordinance and Plan. PTI Communications has recently become an "affected" employer by employing over 100 people. This initiates the need for the City of Gig Harbor to pass this ordinance. By entering into an interlocal agreement with Pierce County, the city would qualify for funding. This is the first reading of this ordinance.
4. Ray Nash Drive Community Drainfield. Ben Yazici presented information regarding this community drainfield located on Ray Nash Drive. The City maintains this drainfield per an interlocal agreement with Pierce County. Because this area is outside the City's current Urban Planning Area and the City's Comprehensive Sanitary Sewer Plan service area and because of the cost of maintaining the drainfield, he recommended that Council authorize the Mayor to sign a Release of Assignment of Utility Service Agreement to return responsibility for the drainfield back to Pierce County.

MOTION: Move we authorize the Mayor to sign the Release of Assignment of Utility Service Agreement.
Picinich / Ekberg - unanimously approved.

DEPARTMENT DIRECTORS' REPORTS:

Public Works - Ben Yazici said that his department is trying to implement the 1994 objectives and actively pursuing grants. He added that it looks like there might be other grant money available.

Planning Department - Ray Gilmore gave a brief report on the Growth Management. He announced the hearing schedules for the Planning Commission and added that he was working on the E.I.S. in preparation that the draft be released for the first meeting of the Planning Commission in May.

MAYOR'S REPORT:

Establishing a Reference Library. Mayor Wilbert explained the establishment of a reference library at City Hall, making an abundance of materials available to the public, as well as employees. Copies would be made available at fifteen cents per page.

COUNCIL COMMENTS:

Councilman Corbett Platt said he wanted to make other councilmembers aware that if the portion

of Gig Harbor North up Burnham Drive were annexed, that would include a gun club. He mentioned that the city currently has an ordinance prohibiting the discharge of guns in city limits. Letters in the Gateway regarding the noise has brought the issue to light. Councilman Markovich added that the gun club has been there for a very long time. Carol Morris suggested that the city may want to adopt regulations limiting the time of operation and any other type of conditions that might be appropriate to impose on such a facility, and offered to gather information on this.

APPROVAL OF BILLS:

MOTION: To approve Bill Vouchers #11989 through #12034, in the amount of \$45,012.25.

Platt/Stevens Taylor - unanimously approved.

ADJOURN:

MOTION: To adjourn at 8:09 p.m.

Platt / Stevens Taylor - unanimously approved.

Cassette recorder utilized.
Tape 346 Side A 385 - end.
Tape 346 Side B 000 - end.
Tape 347 Side A 000 - end.
Tape 347 Side B 000 - 021.

Mayor

City Administrator



ASSOCIATION OF WASHINGTON CITIES

RECEIVED
APR 6 1994
CITY OF GIG HARBOR

1076 S. Franklin St.
Olympia, WA 98501
(206) 753-4137

April 4, 1994

REMINDER

TO: Mayors
FROM: Stan Finkelstein, Executive Director
SUBJECT: Registering Voting Delegates -- 1994 Annual Business Meeting

Enclosed is a return post card for your use in advising the Association of Washington Cities (AWC) of the voting delegates selected to represent your city during AWC's 1994 annual business meeting. The annual business meeting is tentatively scheduled to begin at 9:30 a.m. on Friday, June 17, at Cavanaugh's Inn at the Park in Spokane. For your information in appointing voting delegates, the constitution of the Association of Washington Cities provides:

"Each member city and town, prior to the annual meeting of the Association, shall designate three delegates who shall be duly elected or appointed officials or employees of such city or town to represent such city in the affairs of this Association, and shall file with the Executive Director certificates of such designation prior to the annual meeting; provided that the personnel of such delegates may be changed by such member city or town at any time that the Executive Director shall be notified of such change."

"Each delegate shall have one vote on any business to come before the annual meeting, which vote shall be cast in person by the delegate or the delegate's proxy in attendance at the annual meeting. In no event shall a delegate be entitled to have cumulative votes. Each delegate unable to attend the meeting may appoint and certify a proxy who also shall be an official or employee of the delegate's city or town, but who is not already a voting delegate from the delegate's city or town."

Please complete the enclosed card with the names of up to three city officials or employees who shall serve as your city's voting delegates. **Please return the card to the Association's office by Friday, June 3.** This information will be used to prepare voting delegate badges and ribbons.

If you have any questions, please contact Curt Pavola of AWC at (206) 753-4137, SCAN 234-4137, or toll-free message line 1-800-562-8981.

SF/CP:mll

Enclosure: Voting Delegate Card



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: APRIL 1, 1994
SUBJ: ADOPTION OF A NEW CODIFICATION OF THE GHMC

We budgeted for and authorized Code Publishing Company to recodify the city's existing municipal code book. RCW 35.21520 requires a public hearing and an ordinance be enacted by the City Council in order to adopt such codification as the official code of the City.

This is the second reading of the 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 COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
DATE: APRIL 1, 1994
SUBJ: COMMUTE TRIP REDUCTION ORDINANCE

Introduction

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. Single-occupant vehicle travel is a major factor in the consumption of gasoline and reliance on imported sources of petroleum. The State has determined the moderation of the growth of automobile travel is essential in the efficient use of existing transportation facilities.

Recommendation

Attached is the ordinance, plan and interlocal agreement related to Commute Trip Reduction pursuant to the mandate of Chapter 70.94 of the RCWs. To comply with State mandate, a motion should be made to approve the ordinance and plan. To obtain our share of funding and support from the county, Council should move to authorize the mayor to sign the interlocal agreement.

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) "Commuter 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 an 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 assists employers in the development and implementation of their commute trip reduction programs.

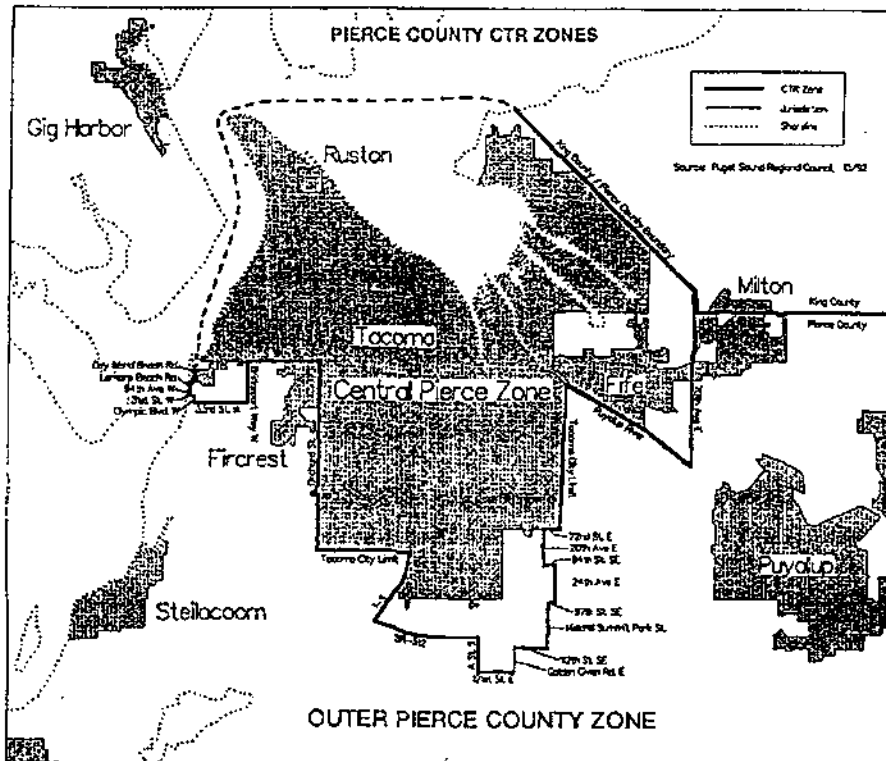
SECTION 3 - GOALS FOR REDUCTIONS IN SOV AND VMT VALUES

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),

WITNESSETH

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
invoice voucher to the COUNTY within twenty (20) days of the end of
each quarter. Upon the COUNTY'S receipt of funds from the WSEO, the
COUNTY will remit a warrant for payment of these funds to the CITY by
using the formula set forth in Attachment A. All warrants shall be in
the amount equal to one eighth (to the nearest dollar) of the total
amount to be remitted to the CITY under this AGREEMENT.

17 **SECTION 6.0 EVALUATION AND MONITORING**

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

20 The WSEO or the State Auditor and any of their representatives shall
21 have full access to and the right to examine during normal business
22 hours and as often as the WSEO or the State Auditor may deem necessary
23 all the CITY'S records with respect to matters covered in this
24 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.

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

19 Any party to this AGREEMENT may enter into agreements through the
20 interlocal cooperation act or by resolution or ordinance, as
21 appropriate, with other jurisdictions, local transit agencies, or
22 regional transportation-planning organizations to coordinate the
23 development and implementation of Commute Trip Reduction plans.
24 Parties entering into such agreements must provide notice to the
25 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.

This indemnification clause shall also apply to any and all causes of
action arising out of performance of work activities under this
AGREEMENT. Each contract for services or activities utilizing funds
provided in whole or in part by this AGREEMENT shall include a
provision that Washington State, the WSEO, and the COUNTY are not
liable for damage or claims from damage arising from any
subcontractor's performance or activities under the terms of the
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 30% ALLOCATION TO PIERCE TRANSIT
9 (+) PROPORTIONAL ALLOCATION TO JURISDICTIONS
10 = TOTAL COMMUTE TRIP REDUCTION FUNDS

11 Proportional Allocation to Jurisdictions is determined as follows:

12 Number of Affected Worksites in a Jurisdiction
13 divided by
14 Number of Total Affected Worksites in Pierce County
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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
10 consumption of gasoline. According to the Legislature, reducing the
11 number of commute trips to work via single-occupant vehicles (SOV) is
12 an effective way of reducing vehicle-related air pollution, traffic
13 congestion, and energy use.

14 To address these problems, the Transportation Demand Management Act
15 (Second Substitute House Bill 1671) was passed by the 1991 Legislature
16 and signed by the Governor. RCW 70.94.521-551 requires cities and
17 towns containing "major employers" (employers--private or public--that
18 employ 100 or more full-time employees who arrive at work between the
19 hours of 6:00 a.m. and 9:00 a.m. on weekdays for at least 12
20 consecutive months during the year) in counties with populations of
21 150,000 or more (Clark, King, Kitsap, Pierce, Snohomish, Spokane,
22 Thurston, and Yakima) to develop plans and programs to reduce vehicle
23 miles traveled and SOV commute trips.

24 These counties and cities are to establish and implement Commute Trip
25 Reduction plans for all major employers within their jurisdiction.
26 Commute Trip Reduction plans are being developed in cooperation with
27 local transit agencies, regional transportation-planning
28 organizations, and major employers. 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.

Pierce County's Commute Trip Reduction project will be implemented in
phases. Phase I--July 1, 1991 to June 30, 1993--covered the initial
period of local plan implementation. During Phase I, City and County
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.

13 **1. GENERAL TASKS**

14 The CITY shall perform the following tasks:

- 15 1.1 Adopt by ordinance and implement a Commute Trip Reduction
16 plan for major employers according to the provisions of RCW
17 70.94.521-551 and the Guidelines established by the
18 Washington State Commute Trip Reduction Task Force.
- 19 1.2 Ensure the Commute Trip Reduction plan is consistent with
20 the Guidelines and requirements of RCW 70.94.521-551.
- 21 1.3 Ensure the Commute Trip Reduction plan is consistent with
22 applicable state or regional transportation plans and
23 comprehensive plans.
- 24 1.4 Provide the COUNTY with a public hearing notice and copies
25 of any proposed amendments to the Commute Trip Reduction
26 ordinance, plan, and/or administrative guidelines within the
27 first week of the public review period and final copies of
28 such action within one (1) month of adoption.
- 1.5 Review the CITY'S parking policies and ordinances as they
relate to affected employers and affected worksites and any
revisions necessary to promote the intent of the Commute
Trip Reduction Law, ordinance, and plan. Provide the COUNTY
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.

5 2. APPEALS, WAIVERS AND MODIFICATIONS

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

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

17 a. Public Review Period or Hearing

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

23 b. Administrative Review

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

28 3. ANNUAL PROGRESS REPORTING

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.

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9 **4. QUARTERLY REPORTING**

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

16
17 **5. SURVEYING**

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

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

6. EVALUATION

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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ATTACHMENT C

PIERCE TRANSIT SCOPE OF WORK
FOR COMMUTE TRIP REDUCTION

BACKGROUND

The 1991 Washington State Legislature found that automobile traffic in Washington's metropolitan areas is the major source of emissions of air contaminants and that increasing automobile traffic is aggravating traffic congestion. Further, the 1991 Legislature found that 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.

To address these problems, the Transportation Demand Management Act (Second Substitute House Bill 1671) was passed by the 1991 Legislature and signed by the Governor. The ACT requires cities and towns containing "major employers" (employers--private or public--that 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.

These counties and cities are to establish and implement Commute Trip Reduction plans for all major employers within their jurisdiction. The Commute Trip Reduction plans are to be developed in cooperation with local transit agencies, regional transportation-planning organizations, and major employers and must contain certain elements 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.

Pierce County's Commute Trip Reduction project will be developed in phases. Phase I--July 1, 1991 to June 30, 1993--covered the initial period of local plan implementation. During Phase I, City and County staff identified and made contacts with major employers, and staff 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
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 1. ROLE DEFINITION

11 1.1 The affected jurisdiction is primarily responsible for
12 assisting employers with program development, program review
13 and approval, program modifications, legal assistance, and
14 penalties. The affected jurisdiction is responsible for
15 overall monitoring of CTR activities within its jurisdiction.
16 The affected jurisdiction is responsible for identifying
17 affected employers, reviewing appeals, and communicating
18 changes in the law. The affected jurisdiction may transfer
19 primary responsibility of any particular item in this
20 agreement to Pierce Transit upon satisfactory settlement,
21 which may or may not result in additional funding between the
22 two parties.

23 1.2 Pierce Transit is primarily responsible for employer training
24 regarding the law, transportation services including bus,
25 carpool, vanpool, bicycle, walk, and other program support
26 elements such as guaranteed ride home; program implementation
27 assistance; ongoing contact with individual employers to
28 assist with program elements; ETC networking; and marketing
29 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.

29 2.2 Pierce Transit will maintain a separate database of all major
30 employers in Pierce County as well as a database for
31 newsletter distribution. These databases are primarily for
32 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
25 resolution, and general idea sharing. The affected
26 jurisdiction will assist Pierce Transit in establishing a
27 procedure and forum for ongoing ETC support for affected
28 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.

18 5.2 Pierce Transit will take the lead maintaining coordination
19 with the affected jurisdiction in assisting employers in such
20 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.

27 Certification of carpools.

28 Miscellaneous in-house services and marketing efforts such as
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
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
locations.

24 7.2 The affected jurisdiction anticipates that additional CTR
25 marketing may be required over and above the dollars proposed
26 under this agreement. Where there is a clear need for
27 additional marketing services including CTR literature,
posters, advertisements, brochures, and incentive programs,
28 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: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
SUBJECT: INDIGENT DEFENSE SERVICES
DATE: APRIL 1, 1994

INTRODUCTION/BACKGROUND

Each year we sign a contract with Pierce County for indigent defense services. Although we contacted the county some time ago to conclude this year's contract, they responded slowly. The contract before Council is for the same expenditure for the same service as the 1993 contract. No terms of the contract have changed from the one approved last year, except the dates. Pierce County made one typo in section 8, but it captures the essence of the section anyway.

RECOMMENDATION

Staff recommends approval of the contract as signed by the county representatives.

PIERCE COUNTY
CONTRACT DATA SHEET/MEMORANDUM

CONTROL # 94-5316

To: Prosecutor's Office
Risk Management
optional (Personnel, Facil Mgmt, IS)
Budget & Finance
Executive Director,
County Executive, Doug Sutherland

RECEIVED

From: John Hill

MAR 3 1994

Date: March 4, 1994

Subject: Contract with: City of Gig Harbor
For: Indigent Defense Services

Original Agreement Version Change Order/Amendment No Version

Period of Performance: from: 1/1/94 to: 12/31/94
 for amendments/change orders/addendums: original ending date : _____
 revised ending date : _____

Maximum \$ Amount: \$15,750 in current budget: Yes No
 for amendments/change orders/addendums: Original amount: _____
 all prior amendments: _____
 current amendment: _____
 revised maximum: _____

BARS: 001.150.0000.333815000508

Bonding Amount: _____

Purchasing Process: Posted RPF/RFQ # _____ Bid # _____
 * Sole Source * Emergency

* Rational: _____

Grants only:
 Grantor Agreement Number: _____ (for grants)
 Federal Catalog No: _____ (for federal grants only)

Contact Person: John Hill/Karis Crocco Phone: 596-6970
Routing/Distribution Comments: _____

PIERCE COUNTY CONTRACT SIGNATURE PAGE

CONTRACT NAME: DEFENSE SERVICES CITY OF GIG HARBOR

CONTRACT #

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ___, 19__64

CONTRACTOR:

PIERCE COUNTY:

Full Firm Name

Recommended:

[Signature] DEPARTMENT DIRECTOR/ ELECTED OFFICIAL

3/4/94 Date

(Signature)

Approved as to Form:

Title of Signatory Authorized by Firm Bylaws

[Signature] DEPUTY PROSECUTING ATTORNEY

3/4/94 Date

Mailing Address:

Recommended:

Street Address, if different:

[Signature] RISK MANAGER

3/10/94 Date

Business Tax ID or Social Security Number:

[Signature] INFORMATION SERVICES DIRECTOR (Only Computer hardware/software/svc)

Date

[Signature] FACILITIES MANAGEMENT DIRECTOR (Only real property lease)

Date

[Signature] CONTRACT COMPLIANCE (Only const/repair >\$3.5K and Goods/svc >\$10K)

Date

[Signature] BUDGET & FINANCE

3-17-94 Date

Final Action:

By

COUNTY EXECUTIVE (\$25,000 or more)

Date

or

By

EXECUTIVE DIRECTOR

3/23/94 Date

ASSIGNED COUNSEL

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1994, by and between the City of Gig Harbor, (hereinafter called the "City"), and Pierce County, (hereinafter called the "County").

WITNESSETH:

WHEREAS, the Revised Code of Washington, Rules for Courts of Limited Jurisdiction JCR 2.11 requires legal counsel to be furnished every indigent defendant charged in the Gig Harbor Municipal Court with an offense whereby upon conviction may be punished by imprisonment, and

WHEREAS, the Gig Harbor Municipal Court Judge and City Administrator determined that the Pierce County Department of Assigned Counsel is capable and qualified to provide the necessary and required legal services, and

WHEREAS, said Judge and City Administrator have evaluated the performance of the above-named Department and found the requirements of the Rules for Courts of Limited Jurisdiction met by providing the necessary and qualified legal services to indigent defendants, thereby satisfying the requirements of the Judge of the Municipal Court, and

WHEREAS, the Pierce County Department of Assigned Counsel indicated their willingness to enter into a contractual agreement to furnish such services for the period beginning January 1, 1994, and ending December 31, 1994.

NOW, THEREFORE,

1. The department will provide legal counsel services to the Gig Harbor Municipal Court for the 1994 calendar year. Such services will include, but are not limited to, legal services to all indigent defendants charged with misdemeanor crimes, including, where appropriate, interviewing defendants held in custody, representation at arraignments as requested by the Court, and at all subsequent proceedings in the Municipal Court.
2. In return for the services rendered to the City and to those indigent defendants represented by the Department, the City agrees to pay the County a sum not to exceed \$15,750 annually, commencing January 1, 1994, and ending December 31, 1994. Payments shall be due and payable in the amount of \$3,937.509 the end of each quarter for those services rendered.

Assigned Counsel Agreement

Page 2

3. This agreement may be reviewed quarterly to determine whether the costs contemplated to the Department of Assigned Counsel have been materially altered. If at any such review it is determined that the projected expenses of Assigned Counsel have been materially increased/decreased, then the payment provisions of this contract shall be renegotiated or voided at the election of either party upon 90 days written notice.
4. The Department will comply with such reporting and project evaluation requirements as may be established by the City to enable it to appraise the effectiveness of the Department's services.
5. The Department will not subcontract any of its responsibilities or activities required hereunder without the prior written approval of the Judge(s) of the Municipal Court of Gig Harbor and the City Administrator.
6. The Department shall carry on its activities pursuant to this agreement at all times in full compliance with all applicable laws, rules and regulations of the United States Government, the State of Washington, the County of Pierce, and the City of Gig Harbor.
7. In all hiring or employment made possible by or resulting from this contract, (1) there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, (2) affirmative action will be taken to assure that applicants are employed and that employees are treated during employment, without regarding to their race, color, religion, sex, age, national origin, or marital status, and (3) the contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, thereby assuring that no person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or other be subjected to discrimination under any program, service, or activity provided by this Department as part of this contract.
8. None of the funds, materials, property, or services provided directly or indirectly in this contract shall be used in the performance of this contract for any partisan political activity, or to further the ~~election~~ or defeat of any candidate for public office. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before any legislative body.

This agreement shall be in effect until the 31st day of December, 1994, provided that it may be renewable or renegotiable on or

Assigned Counsel Agreement

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before such termination date. This agreement may be terminated by either party in writing.

Termination shall be by written notice and shall be effective thirty (30) days from the receipt of written notice by the other party, unless otherwise agreed to by both parties.

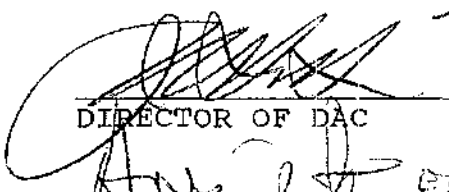
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year above written.

CITY OF GIG HARBOR

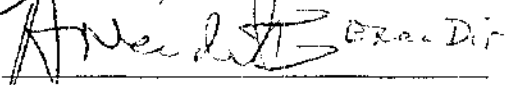
PIERCE COUNTY

MAYOR

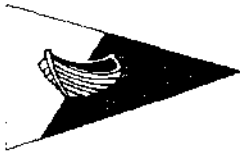
CITY ADMINISTRATOR



DIRECTOR OF DAC



PIERCE COUNTY EXECUTIVE



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*
SUBJECT: COMPREHENSIVE TRANSPORTATION PLAN, SCHEDULE CHANGE
DATE: APRIL 5, 1994

INTRODUCTION

The City entered into a Professional Services contract with Transpo Group in November 1993 to complete the City of Gig Harbor Comprehensive Transportation Plan. The Agreement we executed specified certain target dates for project completion. The consultant cannot meet those dates and is requesting an extension in time to complete the project. I am requesting the Council's approval to grant the time extension to the existing contract.

BACKGROUND/ISSUES

We hired Transpo Group Inc. to complete the City's Comprehensive Transportation Plan in November 1993. The Professional Services Contract executed between the City and Transpo requires the consultant to complete the work within 150 days of the contract execution date of December 2, 1993. The contract will expire at the end of May 1994. It does not appear that the consultant will be able to complete the project by the end of May.

The primary reason for the delay is that the Project Manager from Transpo for the Comprehensive Transportation Plan is leaving the firm. Transpo had to assign a new Project Manager and it is taking some time to familiarize the new project manager with the project.

Another reason for the delay is that the subconsultant for Transpo was not able to complete the required land use information due to health reasons.

Transpo is requesting an additional 100 days of contract extension time. It does not appear to me that this additional time is going to cause us a major problem in meeting our internal deadlines for completing the Comprehensive Plan.

The Council certainly may choose to not grant the extension. If so, we can terminate the contract and hire another firm to complete this project. However, I do not think any other firm would be able to complete the project any sooner than Transpo.

POLICY ISSUES

Even with a two-month delay, we will be still able to complete the project and meet the Growth Management Act deadlines. Originally, Transpo requested a three month extension. However,

Mayor Wilbert and City Council

April 5, 1994

Page Two

this would significantly jeopardize our capability of meeting certain deadlines of the Growth Management Act and could not be supported..

FISCAL IMPACT

None. There will be no adjustment to the original contract amount of \$44,790.

RECOMMENDATION

I recommend a council motion to authorize the Mayor to sign the attached Professional Services Contract Amendment to grant an additional 100 days to the Transpo Group Inc for completing the City of Gig Harbor Comprehensive Transportation Plan by not later than July 15, 1994.

**AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GIG HARBOR, WASHINGTON
AND TRANSPO GROUP**

THIS AMENDMENT, made and entered into this _____ day of _____, 1994, by and between the City of Gig Harbor, Washington (hereinafter the "Owner") and The Transpo Group, (hereinafter the "Consultant"), amends that agreement executed by the parties on November 30, 1993 (hereinafter the "Agreement") for the Consultant's preparation of the City's Comprehensive Transportation Plan.

WHEREAS, the Consultant has informed the Owner that certain personnel changes require the extension of the deadlines set forth in the Agreement; and

WHEREAS, the Owner has agreed to an extension of such deadlines;

Now, Therefore, the parties agree as follows:

Section 1. Amendment of the Schedule for Completion of Work. Section 5(A) of the Agreement shall be amended to read as follows:

Time is of the essence in the performance by the Consultant. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and orderly progress of the Work. The Consultant shall complete the Project within 250 days of signing the original Agreement and shall furnish any required follow-up services within five (5) days after completion of the project. The Consultant shall complete and submit the draft Comprehensive Transportation Plan to the City on or before May 31, 1994. Submission of the Plan to the City Planning Commission shall occur not later than June 1, 1994. The deadline for the Consultant to complete and submit the final Comprehensive Transportation Plan to the City is July 15, 1994.

Section 2. Inconsistent Provisions. In the event of any inconsistency in the language of this Amendment and the Agreement or any exhibit to the Agreement, the language of this Amendment shall govern.

Section 3.

The failure of the City to insist upon strict performance of any of the covenants and agreements contained in the Agreement or Amendment, shall not be construed to be a waiver or relinquishment of said covenants or agreements, and the same shall be and remain in full force and effect.

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

THE CITY OF GIG HARBOR

CONSULTANT

By _____
Mayor Gretchen Wilbert

By _____
Its

Dated _____

Dated: _____

Attest/Authenticate:

By _____
Administrator, Mark E. Hoppen

Approved as to form:

By _____
City Attorney

April 5, 1994

RECEIVED
APR 6 1994
CITY OF GIG HARBOR

TG: 93125.01

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

SUBJECT: PROJECT MANAGEMENT AND SCHEDULE REVISIONS
GIG HARBOR TRANSPORTATION PLAN

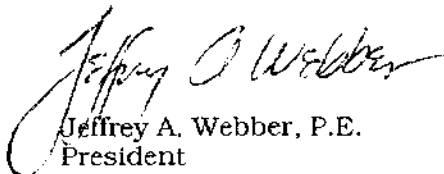
Dear Ben,

Thank you for agreeing to meet with us yesterday. I was pleased that we were able to reach a compromise in the schedule for completion of the project. You indicated that you would approve the appointment of Larry Toedtli as project manager. I am certain that you will not be disappointed with that decision.

The schedule as noted in the contract must be changed to reflect the agreement that we made yesterday. We will attend the May 17, 1994 open house on the transportation plan and discuss the elements of the final draft plan that are completed to that point. This will likely include all but the final financial element. We will have a draft plan, reviewed to your satisfaction, available on May 31, 1994, in advance of the scheduled public hearing. We will then work with you to finalize the draft plan following Planning Commission and City Council review. That may be accomplished within six weeks of May 31, no later than July 15, 1994. Extending the time of completion in the contract from 150 to 250 days would mean that the contract would expire on August 9, 1994. That would allow final wrap up of the project and is what we would recommend. You may make whatever other changes in the contractual schedule that you desire, in keeping with the above understandings.

I hope this gives you the information that you need for processing a contract amendment. Let us know if there is anything further that you need.

Very truly yours,
The TRANSPO Group, Inc.


Jeffrey A. Webber, P.E.
President

JAW/mlm

Attachments

JAW93125L2

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GIG HARBOR, WASHINGTON
AND
THE TRANSPO GROUP**

THIS AGREEMENT, made and entered into this 30th day of November, 1993, by and between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (hereinafter referred to as the "Owner") and The Transpo Group (hereinafter referred to as the "Consultant").

WHEREAS, the Owner desires to retain the Consultant to perform professional services for preparing the City of Gig Harbor Comprehensive Transportation Plan (hereinafter referred to as Project); and

WHEREAS, the consultant represents that it has available and offers to provide expert personnel and services necessary to accomplish the services required for the project within the required time and that there are no conflicts of interest prohibited by law in entering into this agreement with the Owner;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained or incorporated herein, the Owner and the Consultant agree as follows:

SECTION 1 - ADMINISTRATION AND SUPERVISION

A. The Public Works Director will administer the Owner's Project responsibilities and assistance to the Consultant as required by the Agreement, which responsibilities shall be as follows:

The Public Works Director will provide all background and supporting documents to the Consultant as requested and available.

B. The Consultant represents that it has, or will obtain, all personnel necessary to perform the services required under this agreement, and that such personnel shall be qualified, experienced and licensed as may be necessary or required by laws and regulations to perform such services.

SECTION 2 - SCOPE OF SERVICES

The Owner hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work attached hereto as Attachment

A which is incorporated herein by this reference.

SECTION 3 - CHANGES AND ADDITIONAL WORK

The owner may direct the Consultant to revise portions of the Project work previously completed in a satisfactory manner, delete portions of the Project or make other changes within the general scope of the services or work to be performed under this Agreement.

SECTION 4 - RESPONSIBILITY OF THE CONSULTANT

A. The Consultant shall be responsible for professional quality, technical adequacy and accuracy, timely completion and coordination of all reports and other services prepared or performed by the Consultant under this Agreement. The Consultant shall correct or revise any errors, omissions or other deficiencies in such reports and other services without additional compensation.

B. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to and costs incurred by the Owner caused by, arising from or connected with the Consultant's errors, omissions or negligent performance of any of the services furnished under this Agreement.

SECTION 5 - COMMENCEMENT AND COMPLETION OF PROJECT WORK

A. Time is of the essence in the performance by the Consultant. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and orderly progress of the Work. The Consultant shall complete the Project within 150 days of signing this Agreement and shall furnish any required follow-up services within five (5) days of the project completion.

B. During the performance under this Agreement, the Consultant shall use its best efforts to see that its work and services and that of its subconsultants are provided and performed in the most cost-effective and efficient manner practicable.

C. The Consultant agrees to that the following schedule shall be met;

1. The draft plan will be submitted to the Public Works Director and the City Planning Commission not later than April 1994, and

2. The Planning Commission will submit the Plan to the City Council for adoption not later than May, 1994, and

3. The City Council will adopt the Plan not later than July 1994.

SECTION 6 - COMPENSATION

A. Subject to the provisions set forth in Attachment B, which is incorporated herein by this reference, the total payment to the Consultant will not exceed forty four thousand and seven hundred ninety dollars (\$44,790.00), to be paid on monthly basis. Such payment shall be full compensation for work performed and services rendered for all supervision, labor, supplies, materials, equipment or use thereof, taxes and for all other necessary incidentals. The total fee and any individual phase amounts shall be subject only to authorized adjustments as specifically provided in this Agreement. In the event the Consultant incurs costs in excess of the total fee or the individual phase amounts, adjusted as provided herein, the Consultant shall pay such excess from its own funds and the Owner shall not be required to pay any part of such excess and the Consultant shall have no claim against the Owner on account thereof.

B. No payment, whether first or final, to the Consultant for any Project work shall constitute a waiver or release by the Owner of any claims, right or remedy it may have against the Consultant under this Agreement or by law, nor shall such payment constitute a waiver, remission or discharge by the Owner of any failure or fault of the Consultant to satisfactorily perform the Project work as required under this Agreement.

SECTION 7 - TERMINATION OF AGREEMENT

A. Either party may terminate this Agreement in whole or in part, in writing if the other party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the party initiating termination; provided that, insofar as practicable, the parties will be given: (1) not less than ten calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate; and, (2) an opportunity for consultation before termination.

B. In addition to termination under Paragraph A of this Section, the Owner may terminate this Agreement, in whole or in part, in writing, for its convenience; provided, the Consultant will be given: (1) not less than ten calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate; and, (2) an opportunity for consultation with the Owner before termination.

C. If the Owner terminates for reasons other than fault on the part of the Consultant, the Owner and the Consultant shall determine the amount of work satisfactorily completed to the date of termination and the amount owing to the Consultant.

D. Upon receipt of a termination notice under paragraphs A or B above, the Consultant shall promptly discontinue all services affected (unless the notice directs otherwise), and (2) promptly deliver or otherwise make available to the Owner all reports and such other

information and materials as the Consultant or subcontractors may have accumulated in performing this Agreement, whether completed or in progress.

E. Upon termination under any paragraph above, the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise.

SECTION 8 - LEGAL RELATIONS

A. In performing work and services hereunder, the Consultant and its employees, agents and representatives shall not be construed to be employees or agents of the Owner in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the Owner by reason hereof and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Owner. The Consultant shall be solely responsible for any claims for wages or compensation by Consultant employees, agents and representatives, including subconsultants, and save and hold the Owner harmless therefrom.

B. In performing the services under the contract, Consultants agrees to indemnify and hold harmless the Owner and Consultant's officers and employees to the fullest extent permitted by law, from and against any and all injury or damage to the Owner or its property, and also from and or damage to the Owner or its property, and also from and against all claims, demands and causes of action of every kind and character arising directly or indirectly or in any way incident to, in connection with, or arising out of performance of professional services under the terms hereof, including personal injuries or death, when caused in whole or in part by negligent acts, errors, or omissions of the Consultant, its agents, employees, representatives or subcontractors. In the event such claim, demand or cause of action is caused by the Concurrent Owner, its agents or employees, this indemnity shall apply only to the extent of Consultant's negligence. Consultant specifically promises to defend and indemnify the Owner against claims or suits brought under Title 51 RCW by its employees or subcontractors and waives any immunity that the consultant may have under the title with respect to but only to the Owner. This paragraph shall not apply to damages or claims arising from the sole negligence of the Owner.

C. Consultant will provide and maintain at its sole expense such policies of general comprehensive liability insurance as may be appropriate to insure against any claim or claims for damage arising by reason of personal injury, death or property damage occasioned directly or indirectly in connection with the acts or omissions of the Consultant, its agents, employees, representatives or subcontractors. In no event will such policies provide coverage in amounts less than five hundred thousand dollars (\$500,000) per person and one million dollars (\$1,000,000) per occurrence. The policy or policies shall require the insurer(s) to give the Owner at least 30 days advance written notice of any revocation, suspension, modification or termination of any such policy or policies. Consultant will not less than annually provide the Owner with the evidence of compliance with this paragraph in the form of a certificate of

insurance or evidence in such other form as the Owner will deem satisfactory. This paragraph shall survive the termination of this Agreement for a period of time necessary to adequately insure against all claims that could arise out of, or are related to, or that result during the terms of this Agreement.

D. Consultant will provide and maintain at its sole expense such policy of professional malpractice insurance to cover claims for damages arising by reason of the acts or omissions of Consultant in the performance of this Agreement. In no event shall such policies provide coverage in amounts less than one hundred thousand dollars (\$100,000) per person and one hundred thousand dollars (\$100,000) per occurrence. The policy or policies shall require the insurer(s) to give the Owner at least 30 days advance written notice of any revocation, suspension, modification or termination of any such policy or policies. Consultant will not less than annually provide the Owner with evidence of compliance with this paragraph in the form of a certificate of insurance or evidence in such other form as the Owner will deem satisfactory. This paragraph shall survive the termination of this Agreement for a period of time necessary to adequately insure against all claims that could arise out of, or are related to, or that result during the term of this Agreement.

E. The Owner's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

F. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. Subject to the provisions herein regarding exhaustion of administrative remedies, the Superior Court of Pierce County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 9 - NOTICE

Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party or twenty-four (24) hours after mailing to the place of business set forth below, whichever is earlier.

Owner: City of Gig Harbor
P.O. Box 145
Gig Harbor, Wa 98335

Attn: Director of Public Works

Consultant: The Transpo Group
14335 N.E. 24th Street, Suite 201
Bellevue, Wa 98007

SECTION 10 - ENTIRETY, AMENDMENT AND EXECUTION OF AGREEMENT

This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire Agreement between the parties.

This Agreement may be amended only by written instrument signed by the parties hereto.

SECTION 11 - OWNERSHIP OF DOCUMENTS

Methodology, software, logic and systems developed under this Agreement are the property of the Consultant and the Owner, and may be used by the Consultant and the Owner as they see fit, including the right to revise or publish the same without limitation.

SECTION 12 - ASSIGNMENT

The Consultant shall not assign, sublet or otherwise transfer any rights or obligations under this Agreement without the written consent of the Owner. This Agreement shall be binding on the parties, their heirs, successors and legal representatives.

CITY OF GIG HARBOR

By Gretchen Wilbert
Mayor Gretchen Wilbert

Date Dec 2, 1993

ATTEST/AUTHENTICATE:

Mark E. Hoppen
Mark E. Hoppen
City Administrator/Clerk

CONSULTANT

By James W. MacIsaac
Name & Title President

Signature James W. MacIsaac

Date 11/30/93

SCOPE OF WORK

Work Element 1 - Project Management

Objective:

- To monitor the project schedule and budget throughout the course of the study.

Discussion:

This work element will include the preparation of monthly invoices, progress reports, and monitoring of the schedule and budget. Also included will be the preparation and management of subconsultant contracts.

Product:

- Monthly invoices and progress reports.

Work Element 2 - Establish Ongoing Community Interaction Programs

Objectives:

- To identify the core management team and framework for completing the study.
- To develop a framework for obtaining broad-based community and technical input to the planning process.

Discussion:

The first task within this work element will be to identify key staff persons from the City of Gig Harbor (Ben Yazici, Ray Gilmore, Mark Hoppen), Washington State Department of Transportation (WSDOT) (John Holcumb), Pierce County (Steve Gorcester), and Pierce Transit (person to be identified later), who will become part of the management team for the project. These agency representatives would serve as resource advisors to the team throughout the development of the plan. These staff persons would need to be involved at various stages of the plan development, such as defining future land uses and reviewing preliminary transportation improvements that are identified. We have budgeted a total of six meetings with all or a portion of this resource advisory group. This would allow for one to two meetings per month during the course of the project.

This work element also includes the development of a series of meetings with the city's planning commission and interested community members to ensure that broad-based input is obtained throughout the development of the plan. The development of the community interaction program is included in this first work element because of the importance for community input early in the process. The intent is to allow all interested community members to contribute to the development of the plan. We have budgeted for a total of four public meetings with the City Council, Planning Commission, or both.

Products:

- A schedule outlining preliminary public meeting dates.
- Appropriate graphics or summary handouts for the community meetings.

Work Element 3 - Existing Conditions Inventory and Planned Improvements

Objectives:

- To develop a data base of information regarding Gig Harbor's existing streets, intersections, and traffic control devices, including existing, daily, and peak hour traffic volume information.
- To identify existing pedestrian, bicycle, and transit facilities and activity.
- To identify planned improvements to the transportation system.
- To compile relevant information from other transportation planning efforts in the area.

Discussion:

An existing traffic volume data base will be compiled from recent count information, supplemented by additional count locations. We have budgeted \$1,300 for Trafficcount, Inc., to provide 24-hour traffic counts at critical locations. This will allow us to obtain approximately 12 two-day counts. In addition, we have budgeted for PM peak hour turning movement counts at 6 intersections. These counts will be used for the existing level of service analysis, which will be calculated at up to 12 intersections. (It is assumed that calculations at 6 of these intersections will be available from existing sources.) In addition, we will collect information on the number of travel lanes, accident data, pedestrian and bicycle facilities, and adjacent land uses to be used in developing alternatives and cost estimates for the potential roadway and intersection improvements. This inventory will be completed for all arterial streets in the study area.

Finally, we will summarize any planned transportation system improvements. We are well aware of the potential transportation improvements in the area that were identified in the Pierce County Transportation Plan (Peninsula Focus Area) and the SR 16 Capacity Study.

Products:

- A technical memorandum summarizing existing roadway system characteristics, pedestrian and bicycle facilities, traffic volume information, and intersection level of service.

Work Element 4 - Future Traffic Volume Forecasts

Objective:

- To develop future year traffic volume forecasts on the existing transportation network, including currently planned and funded improvements.

Discussion:

Existing and forecast land use data will be provided by city staff for the 16 neighborhood planning areas identified in the Gig Harbor Comprehensive Plan. The existing and forecast land use data will need to be summarized for the following land uses or similar categories:

- Number and type of households.
- Number of retail employees (or square feet of retail space).
- Number of office and service employees (or square feet of floor space).
- Number of light industrial, manufacturing, or warehouse employees (or square feet of floor space).

These data will be compared to the existing and forecast land use data used in the Pierce County transportation model for this area.

The Growth Management Act (GMA) requires that the forecast horizon for the transportation plan be at least 10 years into the future; however, we suggest using a 15- or 20-year horizon if the land use forecasts are available. The 15- to 20-year horizon would provide the city with a better vision of future transportation improvement needs for decision makers. We will work with the city to develop two alternative land use scenarios for this horizon year. These two scenarios would provide for analysis of a range of impacts on the transportation network.

Available documentation on previously developed traffic projections, (Pierce County Transportation Plan, traffic studies in Gig Harbor), such as land use assumptions, trip generation, distribution, and roadway system improvements, will be assembled. Based on a comparison of key assumptions, future base traffic volume projections will be prepared for the low and high land use scenarios. These traffic projections will be developed using a spreadsheet-based (or similar) analysis tool to assist with the trip generation, distribution, and assignment process.

Products:

- Future year land use forecasts by zone for high and low development scenarios.
- Future year traffic volume forecasts that correspond to the two alternative land use forecasts on the existing transportation network, including planned and funded improvements.

Work Element 5 - Identify System Deficiencies and Transportation Improvement Needs

Objectives:

- To identify transportation system deficiencies and level of service standards.
- To identify the transportation improvement needs.

Discussion:

The setting of level of service (LOS) standards is critical to the transportation plan because it impacts the number and the cost of the transportation improvements program. Furthermore, the standards also will impact which improvements can be partially funded with development impact fees. We will use the existing LOS D standard as the initial threshold unless otherwise directed by the city.

Peak hour levels of service will be calculated at up to 12 intersections for the low and high future land use scenarios. These calculations will be used to identify the level of improvements needed to meet the selected level of service standards in the future for the two land use alternatives. The transportation improvements will be developed at locations where system deficiencies are identified and will likely include some or all of the following improvements:

- Alternative alignments of the Swede Hill Corridor, between SR 16 and Crescent Valley Drive, with connections to the SR 16/Burnham Drive interchange. This corridor will be analyzed in two sections: Burnham Drive to Peacock Hill Avenue and Peacock Hill Avenue to Crescent Valley Drive.
- Constructing a new half- or full-diamond interchange on SR 16 at Rosedale Street.
- Improvements to the existing SR 16 interchange with Pioneer Way.
- Constructing a grade-separated crossing of SR 16 at Hunt Street.

Following a community meeting with the Planning Commission and/or City Council to discuss the transportation improvements needed to accommodate these two land use alternatives, we will work with the city to identify one land use alternative and list of transportation improvements to be refined in Work Element 6.

Products:

- A community meeting to discuss the preliminary identification of system deficiencies and performance for the two land use alternatives.
- Appropriate graphics or summary handouts for the community meeting.

Work Element 6 - Plan Refinement and Prioritization

Objectives:

- To develop other elements of the plan such as pedestrian and bicycle facilities, functional classification, and transit facilities.
- To prioritize the list of improvements.

Discussion:

The final draft list of improvements will be developed based on level of service analysis conducted at key intersections. This refinement of the transportation improvement project list will also consider geometric design issues, sight distance constraints, and other safety considerations. We will work with city staff on this refinement and evaluation process. Since the transportation improvement plan must be consistent with the adopted comprehensive land use plan, selection of the low or high land use scenario will need to be made in this task in order to finalize the list of transportation improvements. Possible refinements to the base level of service standard also will be evaluated during this task.

Other elements of the plan will be developed in this work element, including:

- **Pedestrian and Bicycle Facilities** - The need for new or enhanced pedestrian and bicycle facilities will be identified, based on existing and potential demands for nonmotorized travel.
- **Transit** - The need to expand transit service to Gig Harbor or provide for additional park-and-ride locations will be identified.
- **Transportation Demand Management (TDM)** - Alternatives to reduce or eliminate trips or to shift trips out of the peak travel hours will be identified. This will include some discussion and analysis of the Washington State TDM legislation's effect on employers in Gig Harbor.
- **Passenger Ferry Service** - A brief discussion of the benefits and implementation issues associated with passenger-only ferry service from Gig Harbor to Tacoma will be prepared. This will help the city determine whether a passenger-only ferry is a viable option for further analysis.

Once the draft list of transportation improvements has been finalized, planning-level cost estimates will be prepared, and the improvements will be prioritized based on costs, overall benefits, and constraints. Cost estimates will be prepared for all projects identified in the plan at a level of detail sufficient for the city's preparation of its annual budget.

Products:

- A technical memorandum summarizing the recommended list of improvements and planning-level cost estimates.
- Graphic displays to be used for the meetings to discuss the alternative improvements with city staff and the Planning Commission.

Work Element 7 - Financial Plan

Objective:

- To develop a funding strategy and program for implementing the transportation improvement plan consistent with requirements of the GMA.

Discussion:

As required by the GMA, a multi-year financing plan will be developed based on the identified needs. Development of the financial plan will include an analysis of existing transportation revenues extrapolated to cover the planning horizon.

If the estimated project costs exceed the available revenues from existing sources, the consultant will work with city staff to identify potential new revenue sources. The evaluation of new revenue sources will include potential funding by private development; new or additional city taxes or fees; state, federal, or other grant funding; and any other local options.

The consultant will identify and evaluate options for private funding of the transportation improvements. The options will be based on the traffic forecasts, type and location of the improvement projects, and the level of service standard. The evaluation of these options will be presented to city staff for review and policy direction. Based on the policy direction, a draft program for development impact fees or other implementation processes will be prepared.

The transportation improvement list will be reviewed in order to balance costs with anticipated revenues. This may require revising the project list or service standards. The city will be responsible for developing all ordinances for new or additional funding programs and policies.

Product:

- A technical memorandum outlining the financial plan.

Work Element 8 - Draft and Final Reports

Objective:

- To summarize the work performed in Work Elements 1-7.

Discussion:

We will compile the information prepared in Work Elements 1-7 into a draft executive summary to be submitted for review and comment. This executive summary could also become the transportation chapter of the Comprehensive Plan. We will prepare 20 copies of the final executive summary incorporating comments received on the draft. We will also provide 25 copies of the transportation plan, which will contain the executive summary plus an appendix containing all Technical Memorandums. The executive summary will summarize the following information:

- Roadway and intersection improvements plan, including traffic signals, new right-of-way needs, functional classification, and typical cross sections for each classification.
- Nonmotorized Facilities Plan for pedestrian and bicycles.
- Transportation Demand Management Plan, including any transit service additions.
- Finance and Implementation Plan.

The three previously prepared technical memorandums will serve as the technical backup information for the executive summary.

Product:

- Draft and final executive summary reports.

ATTACHMENT B

Gig Harbor Transportation Plan - Budget Estimate

Work Element		TRANSPO						
No.	Description	Principal JWM	Manager JNP	E-5 LWT	E-1/2 JAB/MSE	Acct JCL	WP MLM	Graphics JDR
1	Project Management	1	12			4	4	
2	Community Interaction							
	- Staff Meetings (6)		24		8			
	- Public Meetings (4)		20		5		10	4
3	Existing Conditions							
	- Traffic Counts		1		24			
	- Street Inventory		1		12			
	- Volume Summary		2		12			
	- Accidents/LOS		1		16			
	- Land Use		2	2				
	- Tech Memo	1	4		12		4	8
4	Future Traffic Volume Forecasts							
	- Land Use		2	2	4			
	- Forecasts	1	8		24			
5	System Deficiencies							
	- Level of Service		2		20			
	- Identify Deficiencies		4	2	4			
	- Develop List of Improvements	1	24		24			
6	Plan Refinement							
	- Alt's Testing		8	4	16			
	- Prioritization		4		8			
	- Nonmotorized		4		16			
	- Transit/TDM		4		2			
	- Tech Memo	1	12		24		8	12
7	Funding	2	16	8	24		4	
8	Reports	1	24		24		20	8
Total Hours		8	179	18	279	4	50	32
Billing Rate ¹		\$140	\$90	\$102	\$56	\$80	\$44	\$55
Total Dollars		\$1,120	\$16,110	\$1,836	\$15,624	\$320	\$2,200	\$1,760
Total TRANSPO Labor				\$38,970				
Subconsultants/Vendors								
- Beckwith				\$3,000				
- Trafficcount				\$1,300				
Direct Expenses								
- Travel: 15 trips x 100 miles = 1,500 miles x .28 =				\$420				
- Copies				\$400				
- Fax/Communication				\$200				
- Computer Use				\$500				
Total Direct				\$1,520				
Total Budget				\$44,790				

¹ Billing rates represent an average of 1993 and estimated 1994 rates since the project will extend into 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 COUNCIL
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
SUBJECT: SEWER LINE INSPECTION CONTRACT AWARD
DATE: APRIL 7, 1994

INTRODUCTION

We budgeted \$9,750.00 in our storm sewer drainage and sanitary sewer utility budgets to do television inspection on various utility lines. We obtained three quotes from three different vendors to complete this work. I am requesting the Council authorize the Public Works Department to award this work to the low bidder.

BACKGROUND/ISSUES

We have not done an extensive television inspection of our sanitary sewer and storm drainage system. Such inspection will detect any potential problem with the sewer collection system and enable the city to make necessary repairs before they collapse and cause significant and costly damage to the system.

We believe that there are some areas within the Storm Drainage Collection System that have some problems. However, we do not know the extent of the problem. The storm drainage line in front of Borgen's on North Harborview Drive has been causing roadway settlement since 1992. The television inspection of this line will help us to clearly see what the problem is so that we can fix it before we rebuild North Harborview Drive this year.

FISCAL IMPACT

Attached is a bid tabulation. The low bidder is Gelco at \$10,012.31 (including sales tax). This low bid is approximately \$250.00 more than was budgeted. However, this will not create any impact on the sanitary sewer or storm sewer budgets. We were able to complete the City Park Storm Drainage Project with the Public Works Crew for a significant savings. The job was completed at approximately \$7,000, approximately \$5,000 less than the \$12,000 budget figure. This savings will more than cover the \$250.00 increase in the television inspection project.

RECOMMENDATION

I recommend a council motion to authorize the Public Works Director to hire Gelco to complete the television inspection of the storm drainage and sanitary sewer utilities for a total price of \$10,003.03.

BID RESULTS

PROJECT: Television Inspection of Sanitary and Storm System

Quantities as follows:	Harborview Drive	4,667 feet
	No. Harborview Drive	4,064 feet
	Pioneer Way	3,108 feet
	36" Storm Drain Pipe	200 feet

Inspection Services to include:

Manhole Inspection;
Precleaning of the sewer lines to be televised;
Television Inspection; and,
Summary report on failed conditions found during inspection

BIDDER

Gary's Tele-Scan

Cleaning: \$.35/8"-pipe; \$.40/10"; \$.45/12"; \$.50 per L/15")	
TV inspection \$.40/L (8" and 10") and \$.50/L (12", 15" & 18"))	\$9,115.33*
\$.75/L (Storm Drain)	150.00
Visual inspection and written report/manhole: \$12.00/per manhole (49)	588.00
	<u>\$9,853.33</u>

*Approx. based on est. of pipe size

Northwest Cascade

Cleaning and TV inspection: \$1.04/L	\$12,312.56
Inspect Manholes: \$55.00/per manhole (49)	<u>2,695.00</u>
Storm Drain: Time and material basis	<u>\$15,007.56*</u>

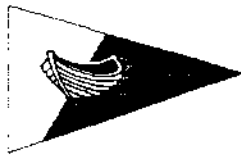
*Plus Storm Drain time and material

Gelco

Cleaning and TV inspection: \$.75/L	\$8,879.25
Storm Drain: \$2.00/L	<u>400.00</u>
	<u>\$9,279.25</u>

(Note: Per lineal foot bid includes manhole inspections)

BIDS DO NOT INCLUDE WSST @ 7.9%



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
SUBJECT: UTILITY TRUCK PURCHASE
DATE: APRIL 7, 1994

BY

INTRODUCTION

We budgeted \$30,000 to purchase a utility truck in 1994 for the replacement of the existing utility truck. After the bid process, we discovered that the new truck will cost \$30,144.49. I am requesting the Council's authorization to proceed with the purchase of the truck.

BACKGROUND/ISSUES

One objective this year of the Public Works Department was to purchase a utility truck. When we purchase equipment, we always utilize the Washington State General Administration bid. The State's bid list does not include "utility truck", which is a truck with a utility box. Utility truck vendors estimated the type of truck we need would cost approximately \$40,000. We felt a cost savings would be realized if we were to purchase the truck and chase only from the State bid list and solicit bids to install a utility box on the new truck.

The truck and chase cost from the State bid list is \$17,758.05. We solicited bids to install a utility box for this truck and the bid opening was April 6, 1994. Only one bid was submitted by Pacific Utility Equipment Company in the amount of \$12,586.54 (includes sales tax). The total cost of the utility truck will be \$30,344.59.

We think that the combined price for the truck, chase and installation of the utility box is reasonable when we compared it to the \$33,000 price tag paid by the City in 1983 for a similar truck. Although we only received one bid for the utility box, we will accomplish our objective very close to the budgeted figure. Furthermore, another vendor who did not participate in the competitive bidding process gave us a telephone quote which verified that the Pacific Utility Company bid was a low bid.

FISCAL IMPACT

When we budgeted a total of \$30,000 for the utility truck, we anticipated a trade-in-value of approximately \$6,000 for the existing truck and the remaining \$24,000 in cash. However, the existing truck contains a hydraulic lifter which is in excellent condition and is necessary for periodic maintenance work at the pump stations. A replacement lifter would cost approximately \$7,000, and it was decided to remove the hydraulic lifter from the existing truck and reinstall it on the new truck. However, this will reduce the value of the existing truck to \$2,500 instead of \$6,000. In summary, the effective budget figure for the utility truck is \$26,500. The net

difference between the budgeted figure and the cost of the utility truck is then anticipated to be approximately \$3,850.00.

Although the Stanich Avenue water line project is not completed yet, I am anticipating a savings of \$25,000 on this project which could be used to offset the negative impact of \$3,850 for the truck purchase.

RECOMMENDATION

I recommend the City Council authorize the Public Works Department proceed with the purchase of the utility truck for a cost not to exceed \$30,344.59.

BID OPENING

Wednesday, April 6, 1994
11:00 a.m.

Item: Purchase of a Utility Service Body with Accessories and Installation

Bid as a separate Item: Remove and reinstall existing Wemco Craine

TOTAL BID
(Including Washington State Sales Tax @ 7.9%)

SUPPLIER	Utility Service Body/Accessories & Installation	Remove and Reinstall Existing Wemco Craine	5% Bid Bond / 5% Cert Check
<i>Pacific Utility</i>	<i>9,032.00⁺ TAX</i>	<i>2,533.00⁺ TAX</i>	✓
<i>Equip Co.</i>	<i>717.48</i>	<i>204.06</i>	
	<i>9,799.48</i>	<i>2,737.06</i>	



"THE COMPANY THAT'S EASY TO DO BUSINESS WITH"

SINCE 1967



April 5, 1994

City of Gig Harbor
3105 Judson St.
Gig Harbor, WA 98335

Attention: Director of Public Works

Dear Sirs;

In response to your Advertisement for Bids, we are proposing the following:

One (1) Stahl Grand Challenger service body, model G136-48.5 to fit your 1994 Chevrolet 1-ton cab and chassis. This item will meet or exceed your bid specifications in all respects with the following sole exception:

Item 11: "All vertical compartments shall have drain holes."

Horizontal compartments do not have drain holes because they are located over the rear wheels. Water will be forced into the compartments if they have holes.

Please see the accompanying quote and product descriptions for further information.

Very truly yours;

PACIFIC UTILITY EQUIPMENT COMPANY

Michael S. Hilton
Sales Coordinator
Seattle Service Center

PORTLAND
12805 S.W. 77TH PLACE
P.O. BOX 23209
PORTLAND, OR 97281
TEL: (503) 620-0611
FAX: (503) 644-7579

SEATTLE
1303 SOUTH 96TH STREET
P.O. BOX 24387
SEATTLE, WA 98124
TEL: (206) 764-9025
FAX: (206) 762-4973

SPOKANE
N. 3020 FLORA ROAD
SPOKANE, WA 99216
TEL: (509) 928-9573
FAX: (509) 926-7781

WEST SACRAMENTO
3120 COKE STREET
P.O. BOX 260
WEST SACRAMENTO, CA 95691
TEL: (916) 371-0775
FAX: (916) 371-0986

SALT LAKE CITY
PINGREE DIVISION
2085 W. INDIANA AVENUE
P.O. BOX 25007
SALT LAKE CITY, UT 84126
TEL: (801) 973-9066
FAX: (801) 974-0506



"THE COMPANY THAT'S EASY TO DO BUSINESS WITH"

SINCE 1967



BID

April 5, 1994

City of Gig Harbor
3105 Judson St.
P.O. Box 145
Gig Harbor, WA 98335

Attn: Dave

We propose the following for your consideration:

Table with 2 columns: ITEM and Description. Item 1: ONE (1) STAHL GRAND CHALLENGER SERVICE BODY, MODEL G136-48.5 TO FIT CUSTOMER-SUPPLIED 1994 K-3500 4-WHEEL DRIVE CAB AND CHASSIS WITH AN 84 INCH C.A., WITH THE FOLLOWING FEATURES: A. Body dimensions: 1. Overall length: 136", 2. Overall height: 40", 3. Overall width: 91.9", 4. Floor width: 48.5", 5. Compartment depth: 21.7". B. Curbside Compartmentation: 1. 31" front Vertical with two (2) material trays with dividers on 4" centers. 2. 27" Vertical with one (1) adjustable shelf and one (1) material tray with dividers on 4" centers. 3. 46" Horizontal with 46" long material tray with dividers on 4" centers. 4. 27" Vertical with one (1) adjustable material shelf with dividers on 4 inch centers, and with removable upper section with "shuttle panel" which enables horizontal compartment to extend an additional 26". C. Streetside Compartmentation: 1. 31" wide Vertical with two (2) material trays with dividers on 4" centers. 2. 27" Vertical with one (1) adjustable shelf and one (1) material tray with dividers on 4" centers. 3. 46" Horizontal with 46" long material tray with dividers on 4" centers.. 4. 27" Vertical with one (1) adjustable material shelf with dividers on 4 inch centers, and with removable upper section with "shuttle panel" which enables horizontal compartment to extend an additional 26". D. All shelves and material trays to have hi-spangle finish.

PORTLAND
12805 S.W. 77TH PLACE
P.O. BOX 23009
PORTLAND OR 97281
TEL: (503) 620-9511
FAX: (503) 684-7579

SEATTLE
1303 SOUTH 96TH STREET
P.O. BOX 24387
SEATTLE, WA 98124
TEL: (206) 784-5025
FAX: (206) 762-4973

SPOKANE
N. 3020 FLORA ROAD
SPOKANE, WA 99216
TEL: (509) 928-9573
FAX: (509) 928-7761

WEST SACRAMENTO
3120 COKE STREET
P.O. BOX 280
WEST SACRAMENTO, CA 95691
TEL: (916) 371-0775
FAX: (916) 371-0986

SALT LAKE CITY
PINGREE DIVISION
2085 W. INDIANA AVENUE
P.O. BOX 26007
SALT LAKE CITY, UT 84126
TEL: (801) 973-9086
FAX: (801) 974-0506

BID (Continued)

April 5, 1994
Page 2

- E. Doors are double-panel, 20 ga. galvaneel steel with stainless steel paddle handles with rotary door latches and with all locks keyed alike. Automotive type rubber door seals on all doors. Doors and body side styling to compliment chassis styling.
- F. Tailshelf, 12 inches long, reinforced to allow for towing.
- G. Recessed bumper, reinforced for towing.
- H. Pintle hitch with chain "D" rings and 7-pin trailer connector.
- I. Manual Power Take-off hydraulic pump producing 12 GPM at 2,000 PSI.
- J. Flow control valve, variable from 3 GPM to 12 GPM.
- K. Electric trailer brake controller installed in cab.
- L. Dual-hose hose reel with 25 feet of hose on each reel for hydraulic tool circuit, installed in the bed at curbside rear. Controls for the tool circuit installed into the curbside rear of the tailshelf.
- M. Mud flaps.
- N. "Pool style" grab handles.
- O. Paint one standard color.

NET PRICE, INSTALLED, F.O.B. SEATTLE, WA.....\$9,082.00

All applicable taxes are not included.

ITEM

2

INSTALL CUSTOMER-SUPPLIED CRANE ONTO NEW SERVICE BODY AS FOLLOWS:

- A. Remove crane from customer's vehicle and mount onto new service body.
- B. Crane reinforcement in curbside rear of service body.
- C. Insert type outrigger.
- D. Level chassis and spring work as required.
- E. New crane decals and paint as required.

NET PRICE, INSTALLED, F.O.B. SEATTLE, WA.....\$2,583.00

All applicable taxes are not included.

Thank you for the opportunity to serve your needs. If you have any questions, please call our salesman, Jim Young.

Prepared by:



Michael Hilton
Sales Coordinator
PACIFIC UTILITY EQUIPMENT COMPANY
Seattle Service Center



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 1025 E. Union, P.O. Box 43075
 Olympia, WA 98504-3075
 (206) 664-0012

TO: MAYOR OF GIG HARBOR

DATE: 3/24/94

RE: NEW APPLICATION

License: 078469 - 2H County: 27
 Tradename: CAPTAIN'S TERRACE
 Loc Addr: 4116 HARBORVIEW DR
 GIG HARBOR WA 98335

APPLICANTS:
 R & M LUSTIG, INC.

Mail Addr: 4116 HARBORVIEW DR
 GIG HARBOR WA 98335-1080

LUSTIG, MARGUERITE 03-18-46 549-68-9705
 LUSTIG, ROBERT J 10-01-40 572-54-8598

Phone No.: 206-851-5222 MARGUERITE LUSTIG

Classes Applied For:

- A Restaurant or dining place - Beer on premises
- E Beer by bottle or package - off premises

Notice is given that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS(10 days notice given for Class I) from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required please advise.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken ? | <input type="checkbox"/> | <input type="checkbox"/> |

OPTIONAL CHECK LIST:	EXPLANATION	YES	NO
LAW ENFORCEMENT		<input type="checkbox"/>	<input type="checkbox"/>
HEALTH & SANITATION		<input type="checkbox"/>	<input type="checkbox"/>
FIRE, BUILDING, ZONING		<input type="checkbox"/>	<input type="checkbox"/>
OTHER		<input type="checkbox"/>	<input type="checkbox"/>

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

MAYOR'S REPORT
April 11, 1994
EMERGENCY PREPAREDNESS UPDATE

STATEWIDE

The week of April 11th through the 17th has been declared by Governor Lowry as Earthquake Awareness Week statewide and urges all jurisdictions, institutions, neighborhoods, businesses and families to prepare a plan in the event of any natural disaster.

Scientists continue to predict a massive earthquake for our area. They know it will happen. They cannot predict when.

PENINSULA WIDE PLANNING

Emergency plans are still being developed as a result of the initial effort put forth three years ago by a cooperative effort of the Peninsula School District, Peninsula Light Company, Fire District #5 and #16, the P.T.I., the Ham Radio Club, the Sheriff's Department, the Department of Transportation, the State Patrol, Pierce County Emergency Management, Pierce County Chapter of Red Cross, Service Clubs, Churches, and the resources of the City of Gig Harbor.

A primary focus has been on planning and coordinating a communication system throughout the Peninsula and establishing emergency operations centers for the peninsulas..

The schools recognized that if a disaster occurred which uprooted trees, broke apart roads, and destroyed access to SR16, that the individual schools and teachers needed to be ready to care for the students at school for some period of time. The schools, in coordination with the parents organizations, are making those plans. It also became apparent that the Narrows Bridge would be closed in the event of a major earthquake. If the earthquake happened during the day thousands of family members would be stranded on the Tacoma side with no way to communicate or return home. Neighborhoods will become isolated and will need to prepare to take care of themselves while doing without roads, power, or water. At that point, the committee recognized that in addition to the above, businesses and neighborhoods needed some leadership.

THE GIG HARBOR/KEY PENINSULA EMERGENCY PREPAREDNESS COMMITTEE

was established under the leadership of Lion member Ray Zimmerman, a retired IBM executive and volunteer. Mr. Zimmerman has recruited many volunteers. Approximately 50 are actively involved at present, while another 45 or more have been trained for emergency response. Among them are retired military personnel, as well as engineers, teachers, parents, business owners, nurses and amateur radio club members. The program consists of four (4) major parts: 1) Emergency Management Program, including Emergency Operations Center staffing and operation, Emergency Medical Services, and Emergency Communications: 2) Resources Management, including financial planning, volunteer coordination, and special studies on all essential resources such as water, food, fuel, shelter, people, heavy equipment, etc.: 3) Public Training including individual, family, and business

education programs: 4) Community Programs including Neighborhood training, and Mass Care programs (with the American Red Cross). A fifth (5th) element is the committee's very close cooperation and participation with the Peninsula School District's Emergency Preparedness Committee.

BUSINESS PREPAREDNESS

First, the committee recognizes the importance of businesses being able to get back on line as soon as possible. Second, that employees as well as the employer need to have a plan. The Gig Harbor Key Peninsula Emergency Preparedness Committee presented 8 employer workshops during the months of January and February. Following the workshops, business owners were given the opportunity to sign up to have a Rapid Visual Screening of the business structure by the volunteer engineers. At which time suggestions would be given the business owners on how to voluntarily prepare a safer working environment. Fourteen businesses within the City took advantage of this opportunity. Materials for this program were funded by the city. The committee needs financial assistance from the County to provide the same service for Peninsula businesses located in the county. The service continues to be available by calling Ray Zimmerman at 851-2731 for presentations or Len McAdams at 851-1143 for the structural Rapid Visual Screening. Currently, the committee's only source of revenue for providing the service in the county is from donations.

NEIGHBORHOODS

A number of neighborhoods have already initiated planning. If you wish to participate in a neighborhood plan and live in the City call John Miller at 858-2172. If you live in the County, call Shirley Rettig at 857-5694. At the present time there are approximately 54 neighborhoods in various stages of planning.

THE AMERICAN RED CROSS is the national organization specifically assigned the task of emergency relief by the US Congress. Emergency housing and emergency meal sites are an essential part of an emergency plan and are the responsibility of the Red Cross. A search is on for building locations predicted to be the "most safe" to serve as emergency sites. Churches are being asked to become a part of this planning process. For information, you may call the Red Cross at 572-4830.

CITY HALL PLANNING

Staff took the lead a few months ago to prepare for emergencies. A City Hall Emergency Procedures Handbook was created. All staff members received the opportunity for CPR and First Aid training. Participation in a two day refresher course for many, and a new experience for some, was offered. An emergency phone tree was updated. The Police Department has been coordinating their communications with other agencies. The City Hall structure fared quite well in the Rapid Visual Screening survey. Generally, our work space is safe. Staff has been shown how computers and other heavy objects can be secured so they do not become "projectiles" through space and the hardware will not be destroyed.

STAFF AND THEIR FAMILIES need to do some planning. Some staff duties may need to be shared. Some staff may need to try and return home to reunite families. Some staff may need to commit to remaining at City Hall and putting in long hours, even sleeping here if necessary. Off duty police officers will need to secure their family and neighborhood then return to City Hall for extended duty until all emergencies are under control. I am directing the Administrator and Chief to establish a plan for, and with, Staff and their families as soon as possible.

I wish to thank all the volunteers and staff for the time and money spent for this exercise in preparedness. In consideration of our compassion and duty toward the community we can do no less.

3/31/94 T.M.T.

New findings point toward major quake in Northwest

By William McCall
The Associated Press

PORTLAND - Another strong clue that the Northwest is due for a massive earthquake has been found in highway surveys and changes in tidal patterns.

The independent measurements from different sources make the evidence especially strong that the region is facing a major jolt, according to a team of Oregon researchers.

"There aren't a lot of other choices than a big earthquake," said Clifton Mitchell, the co-author of a University of Oregon study to be published in the *Journal of Geophysical Research*.

Several geologists praised the report, the first major study of its kind, saying it helps confirm predictions.

"It took these guys about four to five years to knock all the bugs out of it. Most of us feel pretty confident

'If the whole subduction zone goes at the same time ... you may produce something greater than magnitude 9.'

- Robert Yeats,
Oregon State University geologist

it's reliable work," said Robert Yeats, an Oregon State University geologist who has done extensive studies on the region's earthquake potential.

Yeats said scientists have little doubt that the Northwest is due for a giant quake.

The main question, he and other geologists say, is whether the area known as the Cascadia subduction zone will buckle all at once or in smaller pieces.

"If the whole subduction zone goes at the same time from, say, Northern California to Vancouver Island, you may produce something greater than magnitude 9," said Yeats.

A quake of that size has yet to be recorded on the open-ended Richter scale. Readings of 8.9, the highest on record, were computed from seismographic records of quakes off the coasts of Ecuador in 1909 and Japan in 1933.

The subduction zone lies off the Northwestern coastline where two sections of the Earth's crust are pushing against each other.

Mitchell compared the West Coast to a giant pizza crust that is being squashed against hard rock called the Juan de Fuca plate as it slowly slides beneath the North American continent.

"We're looking at two pieces, and one is sliding under the other. And they're sticking where they meet," Mitchell said.

The researchers drew on highway and railroad surveys and combined that data with ocean-flow measurements to determine that sections of the Oregon, Washington and Northern California coastlines are rising at higher than normal rates.

From Cape Mendocino in California to Newport on the Oregon Coast, the annual rate is nearly 10 times higher than expected in many areas, Mitchell said.

"They reach fairly rapid vertical velocities in geological terms," he said. "We're talking about millimeters per year rather than tenths of millimeters."

The rate falls off between Newport and Tillamook, but increases again at the mouth of the Columbia River and along the Olympic Peninsula in Washington.

The variation suggests to Mitchell and others that a major quake running the entire length of the Northern West Coast could fracture into segments, lessening its intensity.

Still, he says there is no way of accurately predicting the size of the quake, or when it might occur.

One of the nation's leading experts on subduction zone quakes, Larry Ruff of the University of Michigan, said the Cascadia subduction zone resembles a similar area off the coast of Japan.

The Cascadia zone also has features resembling a subduction zone in Alaska that produced a major earthquake in 1964, and another zone in Chile that produced the century's largest quake in 1960.

"That's immediately bad news if we are to have one because it's a basic rule of thumb that the longer the recurrence time between earthquakes the larger the earthquake will tend to be," Ruff said.

The University of Oregon study supports other recently discovered evidence of massive Northwest quakes in the past, including old trees that may have been killed by a tidal wave caused by a quake, and undersea deposits of sediment, called turbidites, left by quakes.

The other authors of the study are Oregon geophysicist Ray Weldon; Mark Richards, now at the University of California at Berkeley; and Paul Vincent, who recently left the University of Oregon to work as a physicist in the Portland area.