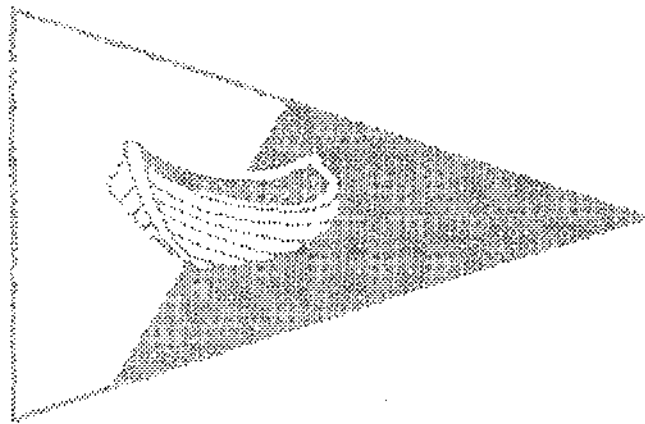


**GIG HARBOR
CITY COUNCIL MEETING**



NOVEMBER 22, 1993

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
NOVEMBER 22, 1993**

PUBLIC COMMENT/DISCUSSION:

ANNOUNCEMENTS:

1. Narrows Bridge Project
2. Gift to City of Gig Harbor from the Horsehead Bay Garden Club.

PUBLIC HEARINGS:

Second Reading - 1994 Proposed Budget Ordinance.

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Gig Harbor Peninsula Fish.

OLD BUSINESS:

1. Second Reading - 1994 Property Tax Levy Ordinance.
2. Second Reading - 1993 Budget Amendment Ordinance.
3. Reintroduction of Noise Ordinance.
4. Request for vote to resolve tie for a vacant Pierce Transit Board of Commissioners Position.
5. Extension of 45 day period - Multi-jurisdiction request for water.

NEW BUSINESS:

1. Resolution approving the R.U.O.K. Program.
2. Legal Services Contract - Ogden Murphy & Wallace.
3. Extension of Capacity Commitment/Sewer Agreement - ULID #3 Participants.
4. Award of Contract - Comprehensive Transportation Plan - Transpo.
5. Amendment to Agreement for Public Health Services.

DEPARTMENT DIRECTORS' REPORTS:

Ray Gilmore - Planning/Building.

MAYOR'S REPORT:

Thanksgiving 1993.

ANNOUNCEMENT OF OTHER MEETINGS:

Citizens Against Crime - "Living Safely in a Dangerous World". One hour presentation Thursday, December 9th, 1:00 p.m. at City Hall.

APPROVAL OF BILLS:

ADJOURN:

THE BRIDGE

fall 1993

- ### In This Issue
- Important facts about the bridge and the EIS process
 - Three steps to an answer
 - How to get involved
 - Key dates
 - People to contact

The Bridge: Getting Things **MOVING**

This past summer, the Washington State Department of Transportation (WSDOT) started a project team to work on solving the Tacoma Narrows Bridge's traffic problems.

The project is the *SR 16 Tacoma Narrows Bridge Environmental Impact Statement (EIS)*. The name is based on a process, but the

point of the project is to find and weigh options for dealing with bridge traffic today and in coming years. An open public process for deciding the bridge's future is considered vital.

This brochure is part of a program to let people know about the project and encourage them to get involved.

What's Wrong: The Bridge Speaks Out

When people started asking what was wrong with the Tacoma Narrows Bridge, the historic span begged to get a word in.

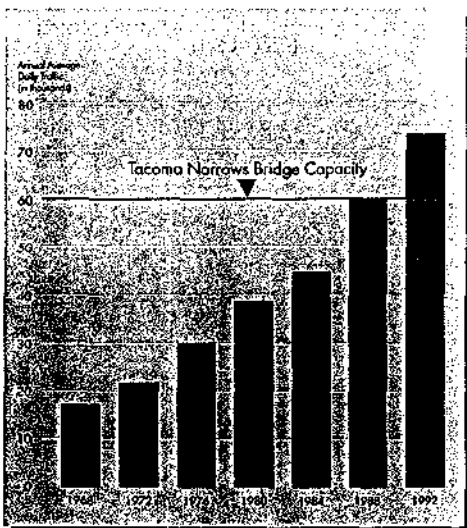
"It's not easy being the only bridge over the south end of Puget Sound. I'm a lovely bridge, built to last," said the bridge in a rare interview. "I carry tens of millions of vehicles a year. Still I hear people calling me ugly names like *bottleneck* and *nightmare*."

The bridge said it was not built to carry today's heavy traffic load. "I'm strong, but I just don't have room to carry this much. Rush hours are the worst. People lose time on me, traffic moves in stops and starts, and I get exhausted." The bridge begged for someone to do something, and then fell silent.

Transportation experts say the bridge is right. Consider these facts:

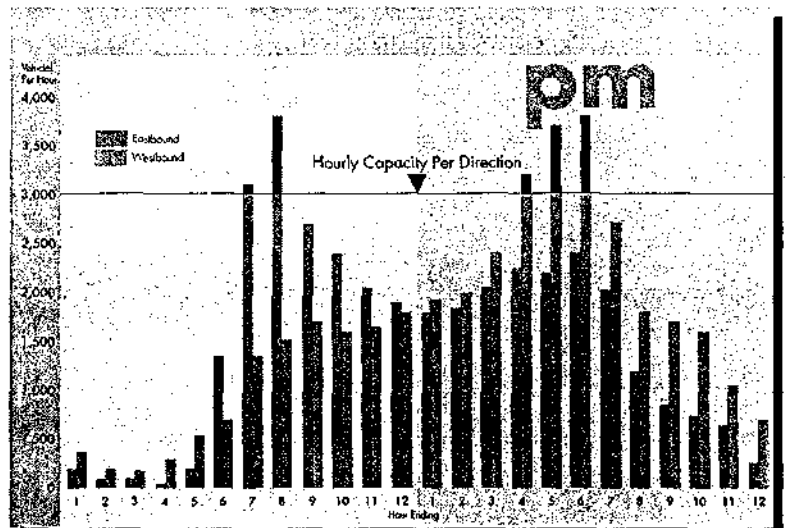
- The bridge, opened in 1950, was designed for up to 60,000 vehicles a day.
- Last year, more than 80,000 vehicles crossed daily (see Fig. A).
- Forecasters predict much more traffic due to regional growth and a more mobile public.
- The bridge does not meet current lane width standards.
- Morning and evening commutes completely overwhelm the bridge, making major tie-ups common (see Fig. B).
- Most vehicles carry only one person.

Conclusion: The health of the bridge is vital to the region's economic future and quality of life.



Source: WSDOT

Figure A



Source: WSDOT

Figure B



Washington State Department of Transportation
 WSDOT is managing the project. Any questions you may have about the project should be directed to:

Dave Hilderbrant, Project Engineer, WSDOT District 3
 7912 Martin Way, Suite E • Olympia, Washington 98506-7448
 Phone: (206) 753-3633 • Fax: (206) 438-7784

Steering Committee

keeps the project in line with the bigger regional picture and provides guidance and direction for the technical work.

- WSDOT
- Tacoma
- Federal Highway Administration
- Gig Harbor
- Pierce County
- Pierce Transit
- Puget Sound Regional Council
- Kitsap County
- Kitsap Transit

Executive Committee

makes decisions about which alternatives will be considered and recommends a preferred alternative.

- Gary Demich • WSDOT
- Renee Montgelas • WSDOT
- Mayor Karen Vialle • Tacoma
- Mayor Gretchen Wilbert • Gig Harbor
- Doug Sutherland • Pierce County
- Don Monroe • Pierce Transit
- Billie Eder • Kitsap County
- Richard Hayes • Kitsap Transit

Consultant Team

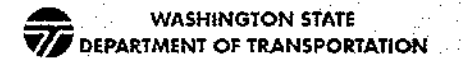
consists of local and international experts in disciplines such as bridge engineering, environmental analysis, financial evaluation and transportation planning.

- TAMS Consultants, Inc.
- Buckland & Taylor, Ltd.
- Jones & Stokes Associates, Inc.
- Kato & Warren, Inc.
- KJS Associates, Inc.
- Shannon & Wilson, Inc.

Open House Public Meetings will be held:

- | | | |
|---|---|---|
| ▶ Monday
November 29, 1993
Gig Harbor High School
5101 Rosedale Street NW
Gig Harbor, WA 98335 | ▶ Wednesday
December 1, 1993
Sedgewick Jr. High School
8995 SE Sedgewick Road
Port Orchard, WA 98366 | ▶ Thursday
December 2, 1993
Hunt Middle School
6501 S. 10th
Tacoma, WA 98465 |
|---|---|---|

Doors will be open from 4:00—8:00 p.m.



mission statement

To ensure mobility through a multimodal transportation system that meets the social, economic, and environmental needs of the state.



MAYOR GRETCHEN WILBERT
 CITY OF GIG HARBOR
 P.O. BOX 145
 GIG HARBOR WA 98335

City Position
Emphasis
** Bus lanes*
** HOV lanes*

Bulk Rate
 US Postage
PAID
 Permit 5544
 Seattle, WA

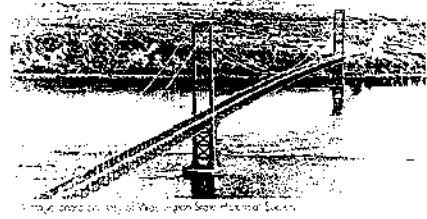
Dave Hilderbrant, Project Engineer
 WSDOT District 3
 7912 Martin Way, Suite E
 Olympia, Washington 98506-7448



The point of preparing an *Environmental Impact Statement (EIS)* is to protect the public's interest by providing the public and decision-makers with an understanding of project alternatives and their impacts. The way an EIS is developed and what it contains are spelled out in federal and state environmental policy laws. State and federal funding for a project also depends on the results of an EIS.

Making the public part of the decision making process is one of the main requirements of an EIS. A properly prepared EIS allows the public to fully understand and comment on a proposed action and its consequences.

The central focus of the Tacoma Narrows Bridge EIS is to look at current problems on the bridge, and anticipate future conditions. The EIS process also includes coming up with a set of approaches for dealing with the problems, and examining the merits and impacts of each approach.



The Bridge Quiz:

The Tacoma Narrows Bridge is:

1. An historic landmark
2. Overburdened
3. Vital to the region's economic health
4. A commuter's nightmare
5. The focus of a new problem-solving effort by WSDOT
6. All of the above.

Correct answer: 6

The Tacoma Narrows Bridge EIS will be prepared in a formal public process which has three key steps.

Key steps

GATHERING INFORMATION

In this first step, now underway, the EIS team gathers the information needed to fully understand the problem.

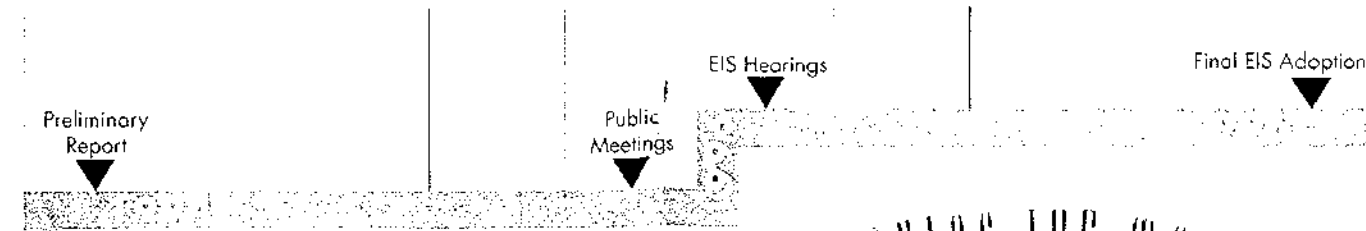
Some of the questions to be answered now are:

- Who is using the bridge and why?
- What are the area's economic and land development trends?
- How do the bridge's problems and potential solutions affect the natural environment?
- How does the bridge affect quality of life?
- What other plans and programs are underway in nearby cities and counties?

Answering these questions will require field surveys, literature research, and the assistance of the public, other agencies and local governments. The team will also consider similar bridge improvement projects elsewhere.

The future of the Tacoma Narrows Bridge will be decided not by the project team but by the people who use and depend upon the bridge every day. A successful plan to improve travel over the Narrows can only be put together with that kind of support.

The Narrows Bridge EIS Project Team wants it to be as easy as possible for people in the region to share their ideas and comments during all steps in the process. Public meetings will start this fall for the project team and the public to share information, brainstorm about possible alternatives and examine the groundwork already done. This will be just the beginning...



DEFINING THE OPTIONS

Step two involves "brainstorming" to come up with options for solving the problem, followed by a study of the effectiveness and impacts of each option.

The options will take shape through the work of the project team, the public, other agencies, and through technical study. The options, or "alternatives" in EIS terms, may start out as general concepts. They will then be refined for evaluation.

WSDOT and the project team have drawn up a basic set of strategies for dealing with traffic problems on the Tacoma Narrows Bridge. The alternatives for the EIS are likely to take one of these three approaches:

- 1 DO NOTHING
No Build**
The option to do nothing must be considered in an EIS, and gives a basis for comparison among alternatives.
- 2 CHANGE HOW THE BRIDGE WORKS
Operational Changes**
There are ways to make bridges and roadways more attractive by changing the way they are used. Some options: charge a toll for using the bridge during rush hours or reserve a lane for HOV use.
- 3 BUILD MORE ROOM
Increase Capacity**
Another strategy is to add on to the current bridge or build another. The additional capacity can be used for either general use or HOV travel. The current bridge might be widened or double-decked. A second bridge could be built next to the current bridge.

MAKING THE MOVE

The third step will identify the alternatives considered most likely to address the bridge's traffic problems.

The findings of the team will be presented to the public in a draft EIS. The Draft will have chapters describing the problem, current conditions, the alternatives, and the potential environmental impact of each alternative. The Draft will present the findings from an across-the-board evaluation of all the alternatives.

Public and agency review is a major part of this step. Public hearings will be held to gather comments and testimony on the Draft EIS. Written comments will also be taken. This information will be used as the basis for selecting a preferred alternative.

Following the review period, a Final EIS will be prepared that addresses the comments and the testimony received on the Draft. After the Final EIS (FEIS) has been published and approved, work on design and financing for bridge improvements can begin.



PUBLIC MEETINGS
Open houses and public forums held several times in Gig Harbor, Tacoma, and South Kitsap.



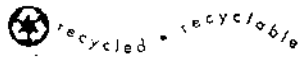
LOCAL MEDIA
The project team will work with radio, television, and print media to cover bridge issues and advertise upcoming events.

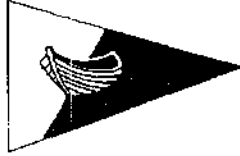


DIRECT MAIL
Will be used to personally notify people of meetings and provide them with relevant information like this quarterly.



PUBLIC INFORMATION
Members of the project team are available to discuss the project with community groups. Information displays will be set up in numerous public places.





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

TO: COUNCILMEMBERS AND STAFF
FROM: GRETCHEN WILBERT, MAYOR
DATE: NOVEMBER 18, 1993
SUBJ: GIFT TO THE CITY

The traditional lighting of the holiday tree in Jerisich Park will again take place the first Friday evening in December, but something new will be part of the celebration.

The tall, harvested tree is a picture of the past as we celebrate the planting of a living Noble Fir to fit the scale and perspective of Jerisich Park.

This traditional conifer is a gift to the Gig Harbor Community from the Horsehead Bay Garden Club. Rosedale Gardens selected a size and variety best suited for the site. The survival through the trauma of replanting was a major consideration in the species selection. We should all be able to enjoy this slow growing conifer for many years to come. We wish to thank the Horsehead Bay Garden Club for this generous contribution toward the beauty of our city and its traditions.

The Greater Gig Harbor Business Association will have the tree ready for the event which will begin at 6:00 p.m., Friday, December 3rd. As in the past, children are encouraged to make and bring ornaments for trimming the tree. The lighting ceremony will be preceded by a dedication and presentation, voices of carolers will fill the air, Santa will arrive by fire truck with a treat for the children.

Many thanks go to the Public Works Department and Scott Junge of Rosedale Gardens for coordinating the planting.

We wish to thank Sue Weeks and the members of the Horsehead Bay Garden Club for this generous gift and invite them to join us in the dedication and lighting of the tree on December 3rd.

cc: George Borgen - President, G.G.H.B.A.
Sue Weeks - Horsehead Bay Garden Club
Brian Miller - Peninsula Gateway

REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 8, 1993

PRESENT: Councilmembers Frisbie, Markovich, Platt and Mayor Wilbert. Councilmembers Stevens Taylor and English were absent.

PUBLIC COMMENT:

SPECIAL PRESENTATION / MAYOR'S REPORT:

Festival of Gold - G.H.H.S. Choir. Mayor Wilbert introduced Mr. Wayne Lachkman, the Gig Harbor High School Chamber Choir, and several members of the choir who performed two chorale numbers. The choir is one of forty school choirs in the nation chosen to perform in our national capital in April, and are raising money to assist in their trip.

Councilman Frisbie read a letter announcing the accomplishments of Peninsula High School Choir and presented an evergreen wreath to hang at city hall, compliments of the P.H.S. Choir members.

CALL TO ORDER: 7:15 p.m.

PUBLIC HEARING:

1. Pre-annexation Zoning Recommendation - Tallman Annexation (ANX 91-07). Ray Gilmore gave a brief summary of the zoning concomitant agreement the Planning Commission developed. Geoff Moore, Pac Tech Engineering, spoke in behalf of the applicant, Mr. Tallman, thanked the Planning Commission for their efforts, and asked for consideration of several changes to the agreement.

Vaughn Olsen - 3110 White Cloud Avenue NW - Mr. Olsen, owner of Gig Harbor Waterfall, which is included in the annexation petition, asked several questions regarding the conditions of the agreement and how it would affect his property. Mark Hoppen will provide Mr. Olsen with a packet of information to answer his concerns.

Tom Morfee - representing P.N.A. - Mr. Morfee praised the Planning Commission's efforts and stated he felt the agreement was worthy of consideration. He added several other concerns, to which staff and council responded.

George Cvitanich - 6813 42nd Ave Ct. NW - Mr. Cvitanich voiced his desire to participate in the annexation process. He added his concerns over the lack of screening between the road on the Tallman property and his back yard.

Nancy Hansen - 7307 43rd Ct. NW - Ms. Hansen stated she didn't believe there was sufficient room to expand the interchange in the area of the annexation. She passed out a letter pointed out several other concerns.

Wade Perrow - 9119 North Harborview Drive - Mr. Perrow added his support for the changes in the agreement stated by Geoff Moore.

Doug Johnson - 4408 69th Ct. NW - Mr. Johnson stated he felt the concomitant agreement should be more restrictive. He added several concerns about the Tallman property including a buffer from the road, entrance to the property, and that the applicant was coming in at the last minute asking for changes.

Lucias Kentfield - 42nd Avenue - Mr. Kentfield stated he was very much interested in joining the annexation process. He voiced concerns over the lack of buffer from the road, and said that what was promised hadn't happened.

Tom Morfee - P.N.A. - Mr. Morfee finished up by saying P.N.A.'s first choice would be to move the road, and if that were not possible, come up with a way to control the traffic.

Geoff Moore - Pac Tech - Mr. Moore asked to clear the record about Cedarcrest and other adjoining neighborhoods joining the annexation process. The applicant would welcome their inclusion, and had approached them previously hoping they would participate. He talked about buffer areas, and asked for definition from council on whether the city was planning on designating the park area for public use.

MOTION: Move we table this item until after January 1st.
Frisbie/

Motion died for lack of second.

Councilman Frisbie voiced a desire to make a commitment to finalize this agenda item before January 1st, and commented on each item presented by the applicant for change. He asked the staff to come back at the second public hearing with information regarding the cost and liability if the city were to assume responsibility for the park area.

Carol Morris, legal counsel, said there is a recreational use statute that would grant the city immunity in most cases.

Councilman Markovich also commented on each item brought forth by the applicant for change. He said he didn't view the property as appropriate for high-density usage. He supported the restriction on the size of a grocery/deli, and asked staff to provide examples of different roof pitches. He added the park was an appropriate neighborhood amenity, but he didn't feel the city should take responsibility for it.

Both councilmembers agreed that the Planning Commission should not be included in the site plan review process, and that any mechanical/HVAC equipment should not be located on tops of the buildings.

Councilman Platt added that the people in the adjoining neighborhoods moved there for the rural atmosphere and have a reasonable expectation for the area to remain rural. He added that he felt the annexation boundaries should be drawn more logically to encompass a representation of the people living in the Norwegian Woods, Cedarcrest, and Sunnybrae neighborhoods.

Councilman Markovich stated he agreed with the irregular boundary issue and understood that the applicant had approached these neighborhoods previously, but should be approached again asking for them to participate. He added that he did not want to hold up the petition currently before council waiting for their participation. Councilman Frisbie added that when the petition goes before the Boundary Review Board, the neighborhood associations could appear before the review board and voice their wishes to be included, and the B.R.B. has the authority to adjust the boundary to include them.

The first public hearing for this item was closed at 9:45 p.m. Second public hearing will be held at the December 13th council meeting.

2. First Reading - 1994 Proposed Budget Ordinance. Tom Enlow summarized the budget ordinance. Mark Hoppen asked councilmembers to set a date for a work session to go over the budget in detail. He encouraged councilmembers to review the budget document and contact the department heads to answer any specific questions prior to the worksession. He read the Mayor's Preliminary Budget Message introducing the document. The work session was scheduled for Wednesday, November 17th at 6:00 p.m. The second reading of the ordinance will be on the November 22nd council meeting.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of October 25, 1993 with changes.
Markovich/Frisbie - two in favor. Councilmember Platt abstained.

CORRESPONDENCE:

Mayor Wilbert announced that the P.S.R.C. Foundations for the Future document, along with several other pieces of correspondence, would be in the council basket for councilmembers to review.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading - 1994 Property Tax Levy Ordinance. Tom Enlow introduced this ordinance for Property Tax Levy and explained that our assessed valuation for 1994 taxes is \$297,659,873, approximately ten percent higher than last year. Second reading to be at the November 22nd regular council meeting.

2. First Reading - 1993 Budget Amendment Ordinance. Tom Enlow explained the reasons for this ordinance to authorize additional inter-fund transfers. The second reading of this ordinance will be at the November 22nd regular council meeting.
3. Special Occasion Liquor License - Performance Circle. No action taken.

DEPARTMENT MANAGERS' REPORTS:

1. Ray Gilmore gave a summary of the Comprehensive Plan GMA Update.
2. Chief Richards talked about the "school liaison" program where an officer visits the local high school and mingles with the students. He was please to say that you can now walk down the hall without hearing the expletive language that was common a year or so ago. He gave a brief report about the robbery at the Texaco station on the west side.

Mayor Wilbert passed out a copy of a draft letter to Pierce County Councilmembers with concerns regarding John Ladenburg, Prosecutor. Councilman Platt suggested an invitation be extended to Mr. Ladenburg to attend a city council meeting to address these concerns.

3. Ben Yazici announced that all but two of the 1993 Public Works goals had been completed to date. He added that the North Harborview Drive/Harborview Drive/Rosedale street projects have met preliminary approval for grant funding. The ULID Bond issue for the Olympic Interchange project had passed and the city portion was being funded by the Transportation Improvement Board, so the project will be constructed at no cost to the city.

ANNOUNCEMENT OF OTHER MEETINGS:

Budget Workshop - Wednesday, November 17th at 6:00 p.m. at City Hall

Mayor Wilbert and Mark Hoppen gave a brief overview of the meeting held 11/8/83, between Pierce County Public Works, city staff, and representatives of interested neighborhoods affected by the proposed East/West road.

APPROVAL OF BILLS:

MOTION: To approve warrants #11319 through #11387, in the amount of \$165,156.73.
Platt/Markovich - unanimously passed.

APPROVAL OF PAYROLL:

MOTION: To approve payroll warrants #9046 through 9153, less 9125 and 9077 used as test patterns, in the amount of \$150,796.91.
Platt/Markovich - unanimously passed.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session for the specific purpose of discussing a potential litigation.
Markovich/Platt - unanimously approved.

MOTION: Move to return to regular session.
Frisbie/Platt - unanimously approved.

ADJOURN:

MOTION: To adjourn at 11:18 p.m.
Frisbie/Platt - unanimously approved.

Cassette recorder utilized.
Tape 330 Side B 080 - end.
Tape 331 Side A 000 - end.
Tape 331 Side B 000 - end.
Tape 332 Side A 000 - end.
Tape 332 Side B 000 - end.
Tape 333 Side A 000 - 155.

Mayor

City Administrator

Gig Harbor
Peninsula

FISH



"Neighbor helping Neighbor."

P.O. Box 154 • Gig Harbor, Washington 98335



NOVEMBER 1993

THE SEASON OF SHARING

The holidays are intended to bring joy, peace and family unity but for a family in crisis they may bring pain, frustration and separation.

With so many diverse problems facing the world and its people we may feel overwhelmed in knowing what to do. If this happens to you, please stop and think how you can help just one of your neighbors in need.

By becoming a Peninsula FISH volunteer or supporter your contributions can help improve the life of someone right here in your community.

Special holiday volunteers are needed at the food bank to sort and pack incoming food and supplies and drivers are needed to pick up donations and assist with other transportation needs.

During December the Fire Department and FISH need helpers to prepare for the annual toy drive to be held on Dec.20-21.

Our daily telephone monitor service needs volunteers to answer calls requiring information on FISH and other private and government services available to those in need.

If you have time, talent, goods or services to share please join us in "Neighbor Helping Neighbor". Call 851-8800 and become a Peninsula FISH volunteer.

JOYOUS HOLIDAYS TO ALL!

The author of the following poem must have had FISH volunteers in mind when she wrote it.

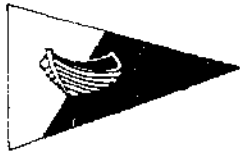
I thank thee Lord, as a volunteer
For the chance to serve again this year.
To give myself in some small way
To those not blessed as I each day.
My thanks for mind and soul
To aid me ever toward my goal.
For eyes to see the good in all
A hand to extend before a fall.

For legs to go where the need is great
Learning to love-forgetting to hate.
For ears to hear and heart to care
When someones' cross is hard to bear.
A smile to share my affection true
With plenty energy my task to do.
And all I ask of You, dear Lord, if I may
Be able to hear You better-day by day.

Janet Cowan

• Food Bank and other emergency services

• 24-hour emergency telephone number: 851-8800



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: Tom Enlow *TE*

DATE: November 17, 1993

SUBJECT: 1994 Tax Levy Ordinance

This is the final reading of the ordinance setting the 1994 property tax levies.

Pierce County has determined that our assessed valuation for 1994 taxes is \$297,659,873, which is approximately ten percent higher than last year. Our property tax revenues and rates are affected by the fire and library districts' rates and by the 106% limitation. The ordinance includes language to ensure that we receive the maximum available. Our estimate of the regular levy is \$470,000 which is approximately a ten percent increase. The county should provide a preliminary estimate in early December.

CITY OF GIG HARBOR

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY OF GIG
HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1994.**

WHEREAS, the City Council of the City of Gig Harbor has considered the city's anticipated financial requirements for 1994, and the amounts necessary and available to be raised by ad valorem taxes on real and personal property, and

WHEREAS, it is the duty of the City Council to certify to the board of county commissioners/council estimates of the amounts to be raised by taxation on the assessed valuation of property in the city,

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

Section 1. The ad valorem tax general levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 1994, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$297,659,873. Taxes levied upon this value shall be:

- a. approximately \$1.5790 per \$1,000 assessed valuation, producing estimated revenue of \$470,000 for general government, or the maximum amount allowed by law in the State of Washington; and

Section 2. The ad valorem tax excess levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 1994, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$297,659,873. Taxes levied upon this value shall be:

- a. approximately \$0.0202 per \$1000 assessed valuation, producing an estimated amount of \$6,000 for 1978 fire protection facilities general obligation.
- b. approximately \$0.1008 per \$1000 assessed valuation, producing an estimated amount of \$30,000 for 1975 sewer construction general obligation.

- c. approximately \$0.4636 per \$1000 assessed valuation, producing an estimated amount of \$138,000 for 1987 sewer construction general obligation.

Section 3. This ordinance shall be certified by the city clerk to the clerk of the board of county commissioners/council and taxes hereby levied shall be collected and paid to the Finance Director of the City of Gig Harbor at the time and in a manner provided by the laws of the state of Washington for the collection of taxes.

Section 4. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after the date of its publication.

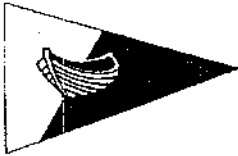
PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ____ day of ____, 1993.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen
City Administrator/Clerk

Filed with city clerk: 11/4/93
Passed by the city council:
Date published:
Date effective:



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

TO: Mayor Wilbert and City Council

FROM: Tom Enlow *TE*

DATE: November 17, 1993

SUBJECT: 1993 Budget Amendment Ordinance

This is the final reading of an ordinance to amend the 1993 budget and authorize additional interfund transfers.

The ordinance includes amendment for the Legislative Dept. of the General Fund due to under-budgeting of payroll costs; the Municipal Court Dept. due to excessive jail costs; and the Admin/Finance Dept. due to higher than expected legal costs.

The Soundview Drive Construction Fund was not budgeted in 1993 as construction was expected to be completed in 1992. The final payment of retainage on the construction contract was made in 1993 along with final work by the city crew. The project was completed well within the original budgeted amount. The amendment includes the amount necessary to transfer the residual cash back to the street fund.

The Water Operating Fund's budget should be just enough to cover the remaining expenses for the year even though the nature of many expenditures changed. However, we would prefer to amend the budget for an amount we hope will be unnecessary instead of returning for an emergency amendment in the event of any unforeseen repairs.

Finally, this ordinance authorizes an additional transfer from the Sewer Capital Asset Fund to the Advanced Refunding Bond Redemption Fund to correct the allocation of debt and provide for the December payment.

CITY OF GIG HARBOR

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 1993 BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, adjustments to the 1993 annual appropriations are necessary to conduct city business,

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

Section 1.

The annual appropriations in the funds listed below shall be increased to the amounts shown:

<u>Fund/Dept.</u>	<u>Original Appropriations</u>	<u>Amendment</u>	<u>Amended Appropriations</u>
001-General Government			
02-Legislative	\$ 12,620	\$ 1,000	\$ 13,620
03-Municipal Court	159,946	20,000	179,946
04-Admin/Finance	237,618	20,000	257,618
108-Soundview Const.	0	120,000	120,000
401-Water Operating	460,008	25,000	485,008

Section 2.

The following additional interfund transfers are within 1993 appropriations, as amended, and are hereby authorized:

<u>Originating Fund</u>	<u>Receiving Fund</u>	<u>Amount</u>
108-Soundview Drive Construction	101-Street	\$20,000
410-Sewer Capital Assets	413-Adv.Ref. Bond Red.	68,945

Section 3.

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

Ordinance No. ____ - Budget Amendment
Page 2

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___ day of _____, 1993.

Gretchen A. Wilbert, Mayor

ATTEST:

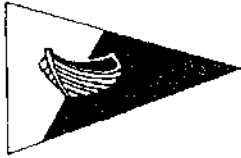
Mark Hoppen
City Administrator/Clerk

Filed with city clerk: 11/4/93

Passed by the city council:

Date published:

Date effective:



City of Gig Harbor. The "Maritime City."

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

TO: Mayor Wilbert and City Council

FROM: Tom Enlow 

DATE: November 19, 1993

SUBJECT: 1994 Budget Ordinance

This is the second reading of the 1994 Budget Ordinance. The appropriations listed in the ordinance reflect the goals, objectives and narratives detailed in the Preliminary Budget. They also reflect adjustments proposed at last Wednesday's workshop and other adjustments and corrections proposed by staff.

Changes proposed at the workshop and now reflected in the Budget Ordinance include:

Elimination of the \$2 per slip charge to support the Harbor Patrol (\$17,500);
Increase of the DARE revenue estimate from \$15,000 to \$28,000; and
Extension of the Jerisich Dock and pump-out station, (\$65,000);

Revisions of estimated beginning (and ending) cash balances result in total increases of \$375,400 across six funds. Other staff proposed changes include \$5000 in the Water Operating Fund for water monitoring equipment, \$800 in the General Fund's Building Dept. for shelving, distribution of part of Finance computer purchases to utility funds, and minor corrections to utility debt service funds.

Attachment "A", the 1994 salary schedule, has not yet been adjusted for any COLA or range adjustments for the Gig Harbor Employee's Guild and the Supervisory Bargaining Unit. An amendment will be needed when negotiations are finalized. Positions under the Police Guild include the COLA increases specified in their contract. The salary schedule for other employees has been increased by 3% COLA and an average 2.24% range increase allocated with regard to a salary survey.

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON, FOR THE 1994 FISCAL YEAR.

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city administrator/clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 1994 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 8 and November 22, 1993 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 1994 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the said city council did meet at the established time and place and did consider the matter of the 1994 proposed budget; and

WHEREAS, the 1994 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 1994 and being sufficient to meet the various needs of Gig Harbor during 1994.

NOW, THEREFORE, the City Council of the City of Gig Harbor **DO ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 1994 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning cash balances for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 1994 are set forth in summary form below, and are hereby appropriated for expenditure during the year 1994 as set forth below:

**CITY OF GIG HARBOR
1994 BUDGET APPROPRIATIONS**

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$321,450
02 LEGISLATIVE	14,950
03 MUNICIPAL COURT	185,977
04 ADMINISTRATIVE/FINANCIAL	282,023
06 POLICE	749,107
14 COMMUNITY DEVELOPMENT	251,715
15 PARKS AND RECREATION	218,803
16 BUILDING	60,700
19 ENDING FUND BALANCE	<u>134,613</u>
001 TOTAL GENERAL FUND	2,219,338
101 STREET FUND	1,744,500
105 DRUG INVESTIGATION FUND	15,000
107 HOTEL-MOTEL FUND	1,804
200 '78 GO BONDS - FIRE	20,917
201 '75 GO BONDS - SEWER	76,130
202 '85 GO BONDS - PW BLDG.	33,400
203 '87 GO BONDS - SEWER CONSTRUCTION	598,299
208 '91 GO BONDS - SOUNDVIEW DRIVE	97,335
301 GENERAL GOVT. CAPITAL ASSETS	321,000
305 GENERAL GOVT. CAPITAL IMPROVEMENT	141,000
401 WATER OPERATING	506,602
402 SEWER OPERATING	712,666
407 UTILITY RESERVE	426,000
408 '89 UTILITY BOND REDEMPTION FUND	410,583
410 SEWER CAPITAL CONSTRUCTION	2,621,851
411 STORM SEWER OPERATING	183,380
413 ADV. REFUNDING BOND REDEMPTION	118,604
420 WATER CAPITAL ASSETS	75,000
605 LIGHTHOUSE MAINTENANCE TRUST	<u>4,140</u>
TOTAL ALL FUNDS	<u>\$10,327,549</u>

1994 Budget Ordinance

Page 3

Section 3. Attachment "A" is adopted as the 1994 personnel salary schedule.

Section 4. The city administrator/clerk is directed to transmit a certified copy of the 1994 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

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

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ____ day of _____, 1993.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen
City Administrator/Clerk

Filed with city clerk: 11/5/93

Passed by the city council:

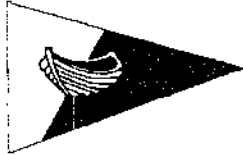
Date published:

Date effective:

ATTACHMENT "A"
1994 SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>Minimum</u>	<u>Maximum</u>
City Administrator	\$4,410	\$5,513
Public Works Director	3,949	4,936
Chief of Police	3,736	4,670
Planning Director	3,481	4,351
Finance Officer	3,358	4,197
Police Lieutenant	3,209	4,012
Police Sergeant	2,869	3,587
Public Works Supervisor	*2,934	*3,668
Sewer Plant Supervisor	*2,729	*3,411
Fire Marshal/Building Official	*2,633	*3,291
Construction Inspector	*2,490	*3,113
Associate Planner	*2,485	*3,106
Police Officer	2,491	3,114
Sewer Plant Operator	*2,394	*2,993
Equipment Operator	*2,381	*2,976
Maintenance Worker	*2,229	*2,786
Engineering Technician	*2,214	*2,768
Administrative Assistant	2,210	2,762
Court Administrator	*2,021	*2,526
Laborer	*1,887	*2,359
Court Clerk	*1,837	*2,296
Police Clerk	*1,774	*2,218
Accounting Clerk	*1,774	*2,218
Utility Clerk	*1,774	*2,218
Office Clerk	*1,620	*2,025
Assistant Municipal Court Clerk	*1,620	*2,025
Administrative Receptionist	*1,591	*1,989

Note: Salaries marked with "*" are under negotiation and have not yet been adjusted for 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 MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: REINTRODUCTION: DISORDERLY CONDUCT ORDINANCE - NOISE
DATE: NOVEMBER 15, 1993

Staff had been directed to craft a noise ordinance to address resident complaints and enforcement issues regarding excessive residential and recreational noise.

Two types of ordinances appeared possible, both of which required Department of Ecology approval subsequent to adoption by the City Council. One type, like the attached ordinance, listed specific criteria which related to enforcement. The other type of ordinance had to do with decibel levels (establishing a baseline and then measuring the deviation prior to enforcement). The problem with a decibel level ordinance was that the offense usually was non-existent at the point of measurement.

The City of Gig Harbor already has an ordinance which relates to noise, but it is not criterion-based, and its lack of specificity makes enforcement relatively more difficult.

The attached ordinance was read in August and sent to DOE for review. DOE has not reviewed the ordinance within the statutory time frame, so it is now back before Council.

This is the **first reading** of this ordinance as per Title I, Chapter 1.08.02, which indicates that a proposed ordinance shall be adopted at a regular meeting of the council during or before the third regular meeting at which the proposed ordinance was introduced.

CITY OF GIG HARBOR

ORDINANCE NO.

AN ORDINANCE AMENDING LANGUAGE IN THE DISORDERLY CONDUCT SECTION OF THE MUNICIPAL CODE RELATING TO NOISE CONTROL AND AMENDING TITLE 9 OF THE CRIMINAL OFFENSE ORDINANCE NO. 529.

WHEREAS, excessive residential and recreational noise is a problem in the City and that excess noise creates adverse effects on persons, and

WHEREAS, the following ordinance is necessary to define public disturbance noises and regulate the level of noise to which persons are exposed in order to protect the public health, safety and general welfare,

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, DO ORDAIN as follows:

Section 1. The language in the City of Gig Harbor Municipal Code, Section 9.34, hereby amended to read as follows:

Chapter 9.34

PUBLIC PEACE, CRIMES RELATING TO

Sections:

- | | |
|----------|--|
| 9.34.010 | Disorderly conduct. |
| 9.34.020 | Riot, failure to disperse and obstruction. |
| 9.34.030 | Privacy, violating right of. |
| 9.34.040 | Libel and slander. |
| 9.34.050 | Malicious prosecutions - Abuse of process. |

9.34.010 Disorderly Conduct.

- A. A person is guilty of disorderly conduct if he:
1. Uses abusive language and thereby intentionally creates a risk of assault; or
 2. Intentionally disrupts any lawful assembly or meeting of persons without authority; or

3. Intentionally obstructs vehicular or pedestrian traffic without lawful authority;
or
- 5.4 Intentionally engages in any conduct which tends to or does disturb the public peace, provoke disorder, or endanger the safety of others; or
4. ~~Intentionally and without lawful authority makes noise which unreasonably disturbs others; or~~
5. Intentionally causes, or allows to originate from his property, sound that is a public disturbance noise. The following sounds are determined to be public disturbance noises:
 - a) The frequent, repetitive or continuous sounding of any horn or siren, except as a warning of danger or as specifically permitted or required by law;
 - b) The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, watercraft, or internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property.
 - c) Yelling, shouting, hooting, whistling, or other raucous noises, on or near the public streets between the hours of 11:00 p.m. and 7:00 a.m., or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;
 - d) The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment, or condominium, which unreasonably interfere with the peace, comfort, and repose of owners or possessors of real property, such as sounds from audio equipment, musical instruments, band sessions, or social gatherings;
 - e) Sound from motor vehicle sound systems, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty (50) feet from the vehicle itself;
 - f) Sound from audio equipment, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty (50) feet from the source, and if not operated upon the property of the operator;
 - g) The foregoing provisions shall not apply to regularly scheduled events

such as public address systems for baseball games, street dances or authorized community sponsored events. Safety devices, fire alarms, and emergency vehicles are exempt from these provisions.

B. Disorderly conduct is a misdemeanor.

9.34.020 Riot, failure to disperse and obstruction. The following state statutes, including all future amendments, are adopted by reference:

RCW 9A.84.010 (1)(2)(b) Riot.
RCW 9A.84.020 Failure to Appear
RCW 9.27.015 Interference, obstruction of any court, building or residence - violations.

9.34.030 Privacy, violating right of. The following state statutes, including all future amendments, are adopted by reference:

RCW 9.73.010 Divulging telegram.
RCW 9.73.020 Opening sealed letter.
RCW 9.73.030 Intercepting, recording or divulging private communication - Consent required - Exceptions.
RCW 9.73.070 Same - persons and activities excepted.
RCW 9.73.090 Police and fire personnel exempted from RCW 9.73.030 - 9.73.080 - Standards.
RCW 9.73.100 Recordings available to defense counsel.

9.34.040 Libel and slander. The following state statutes of the state, including all future amendments, are adopted by reference:

RCW 9.58.010 Libel, what constitutes.
RCW 9.58.020 How justified or excused - Malice, when presumed.
RCW 9.58.030 Publication defined.
RCW 9.58.040 Liability of editors and others.
RCW 9.58.050 Report of proceedings privileged.
RCW 9.58.070 Privileged communications.
RCW 9.58.080 Furnishing libelous information.
RCW 9.58.090 Threatening to publish libel.
RCW 9.58.100 Slander of financial institution.
RCW 9.58.120 Testimony necessary to convict.

9.34.050 Malicious prosecution - Abuse of process. The following state statutes, including all future amendments, are adopted by reference:

RCW 9.62.010 Malicious prosecution.
RCW 9.62.020 Instituting suit in name of another.

Section 2. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ____ day of _____, 1993.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen, City Administrator

Filed with city clerk: 7/21/93

Passed by the city council:

Date published:

Date effective:



November 2, 1993

Gretchen Wilbert, Mayor
City of Gig Harbor
P. O. Box 145
Gig Harbor, WA 98335

Dear Mayor Wilbert:

The recent election to fill the unexpired term on the Pierce Transit Board of Commissioners from among the ten small towns and cities within Pierce Transit jurisdiction has resulted in a tie vote. The Board is asking your cooperation in resolving the deadlock.

Ballots received as of the November 1, 1993 deadline resulted in a tie between:

Mary K. Joyce, City of Ruston
Kenneth Walters, City of Milton

At your next council meeting, please select **one nominee** from the above. Your council has an additional thirty days to reconsider. This ballot procedure will be repeated until a winner is selected by a plurality vote.

A certified copy of the council resolution or motion should accompany the enclosed ballot. Please forward the ballot and appropriate verification to **Janet R. Mahan, Pierce Transit Clerk of the Board**, on or before 5:00 p.m., December 1, 1993.

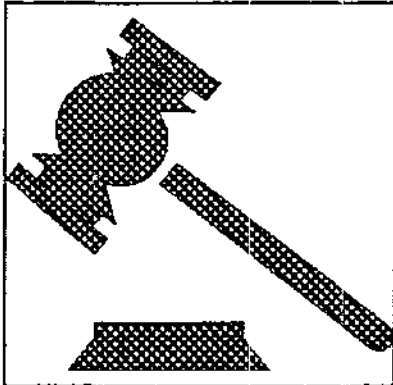
If you have any questions, please call me at 581-8012.

Sincerely,

A handwritten signature in cursive script that reads "Janet R. Mahan".

Janet R. Mahan, CMC
Clerk of the Board

cc: Board of Commissioners
Don S. Monroe, Executive Director



OFFICIAL BALLOT

Candidates: Mary K. Joyce, City of Ruston
Kenneth Walters, City of Milton

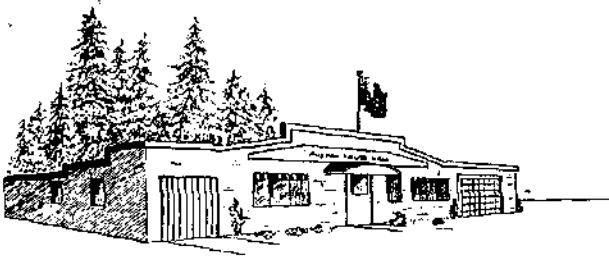
The town/city of _____ wishes to cast its vote for
Councilperson _____ of the City of
_____ to serve as a Member of the
Board of Commissioners for Pierce Transit to fill the unexpired portion of a three-year
term, May 1, 1992 to April 30, 1995, representing the ten towns and cities within the
Pierce Transit boundary.

Date: _____

By: _____

Title: _____

This form should be accompanied by a certified copy of the council resolution or motion. Ballots must be received by Pierce Transit's Clerk of the Board by 5:00 p.m., December 1, 1993.



RECEIVED

NOV 8 1993

TOWN OF RUSTON CITY OF PIERCE

5117 NO. WINNIFRED

TACOMA, WASHINGTON 98407

PHONE (206) 759-3544

November 5, 1993

Gretchen Wilbert, Mayor
Gig Harbor Town Council
3105 Judson Street
P.O. Box 145
Gig Harbor, WA 98335

Dear Mayor and Councilmembers,

My name is Mary Krilich Joyce and I am seeking your support and vote to represent you on the Board of Commissioners for Pierce Transit.

I am a long time resident of Ruston and have been on the Ruston Council for 22 years. I am a graduate of the University of Puget Sound with majors in economics and accounting.

I feel that the role of Pierce Transit is to provide efficient and affordable service to the citizens in both the cities and the outlying communities.

The physically handicapped programs must continue so that all segments of our community will be served.

I strongly support the new program of having the park and ride lots also act as collection sites for Goodwill. The Goodwill workers at the park and ride lots will provide much needed safety at the parking lots.

We should look to increase the number of our park and ride lots so that driving to a lot and taking the bus will become a way of life. Our freeways and major roads are so congested that we must encourage our citizens to use public transit.

Pierce Transit must work closely with the proposed rail system between cities. This program will succeed only if we work closely together and provide efficient and affordable transportation for all citizens.

I believe that Pierce Transit is doing a good job. I'd like to join the Board and help it continue to do so.

I will appreciate your support.

Mary Krilich Joyce

CITY OF GIG HARBOR
RESOLUTION NO. _____

A RESOLUTION NOMINATING _____ AS CANDIDATE FOR THE AT-LARGE POSITION ON THE BOARD OF COMMISSIONERS FOR PIERCE TRANSIT.

WHEREAS, there is an unexpired, vacant position on the Board of Commissioners for Pierce Transit; and

WHEREAS, _____, has voiced an interest in running for this position; and

WHEREAS, Council votes to nominate _____ for this position; NOW THEREFORE,

BE IT RESOLVED by the City Council, as follows:

We, the City Council of the City of Gig Harbor formally cast our vote for _____ to serve as a Member of the Board of Commissioners for Pierce Transit to fill the unexpired portion of a three-year term, May 1, 1992 to April 30, 1995, representing the ten towns and cities within the Pierce Transit boundary.

PASSED this 22nd day of November, 1993.

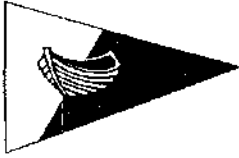
Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Clerk

Filed with City Clerk: 11/9/93

Passed by City Council:



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR TH#
SUBJECT: EXTENSION OF 45 DAY PERIOD FOR WATER AGREEMENT
DATE: 11/19/93

Previously, Council approved extension of water to the Peninsula School District (middle school, elementary school on Bujacich Road), the Fire District, and the Corrections Center. This extension was predicated on the use of the standard extension agreement which contains language which limits the period to conclude agreement to 45 days.

The coordination necessary to present a proposal suitable to the city is progressing, but due to the multi-jurisdictional nature of the project, it is taking longer to conclude than, say, a similar extension to a single private property owner.

The applicants are asking for a 90 day extension beyond the 45 day deadline expressed in our contract.

Recommend: Motion to approve.

November 18, 1993

Mr. Mark Hoppen, City Administrator
City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

RE: HARBOR RIDGE MIDDLE SCHOOL
WATER LINE EXTENSION TO THE SCHOOL DISTRICT & FIRE DEPT. PROPERTIES

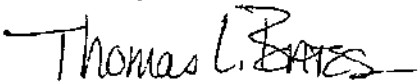
Dear Mark:

On behalf of the Peninsula School District and Pierce County Fire Department, I am requesting an extension to the 45-day time period allowed for executing a Utility Extension Agreement with the City of Gig Harbor. We were unaware of any deadline associated with executing an agreement with the City until my discussion with Mr. Ben Yazici yesterday, November 17, 1993.

As you are aware, the School District, Fire District, and the Women's Correctional Facility have entered into discussions regarding jointly extending the City of Gig Harbor water line to serve all three sites. This issue is obviously quite complex and will require a significant amount of time for these three public entities to come to terms and agreements. Therefore, we are requesting a 90-day extension to the original 45-day time line.

Mark, if there is any additional information you need to make a decision regarding this request, please do not hesitate to call. The original 45-day deadline would expire on November 25, 1993, so your immediate attention to this matter would be greatly appreciated. Thank you for your assistance.

Sincerely,

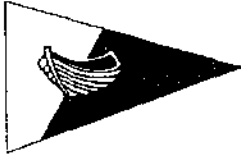


Thomas L. Bates, AIA
Vice President

kw.248.9222/050

cc: John Wegener, Peninsula SD
Glen Stenbak, Pierce Co. Fire Dist.
Barbara Proft, WA State Corrections Center for Women
Dave Bertus, BLR+E

Burr Lawrence Rising + Bates Architects P.S.
Architecture, Planning & Interiors
1111 Fawcett, Suite 201
Tacoma, Washington 98402-2012
(206) 627-5599



City of Gig Harbor. The "Maritime City."

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

TO: COUNCILMEMBERS
FROM: DENNIS RICHARDS, CHIEF OF POLICE
DATE: OCTOBER 4, 1993
SUBJ: R.U.O.K. PROGRAM (Are You O.K.?)

This computer program is designed to check on the welfare of senior citizens or others who have need on a daily basis.

The cost of the computer (\$5,500) is being completely paid for by the Gig Harbor Rotary. The shipping cost is being covered by the Peninsula area Citizens Against Crime.

The R.U.O.K. program is a positive step toward insuring the senior citizens of our community, or their families who desire such a service for loved ones, can receive this type of check on their welfare at no cost to them.

This computer is capable of handling many more clients than our city could provide therefore the offer to the other areas of our Peninsula was made. Fire District #5 and Fire District #16 will do the drive by security checks for those areas outside of the City of Gig Harbor when needed.

This program has already been credited with saving lives of senior citizens in other jurisdictions across the country. During my 26 years in law enforcement I have witnessed times when this type service could have saved the lives of people who live alone and depend on relatives calls weekly or even less to see how they are doing physically and mentally.



City of Gig Harbor Police Dept.
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

DENNIS RICHARDS
Chief of Police


October 26, 1993

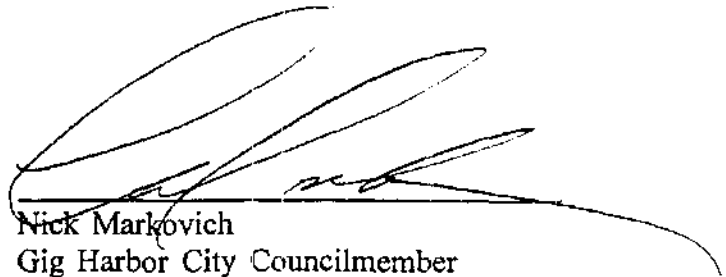
Mr. James Thomas, R.U.O.K. Chair
Gig Harbor Rotary Club
P.O. Box 250
Gig Harbor, WA 98335

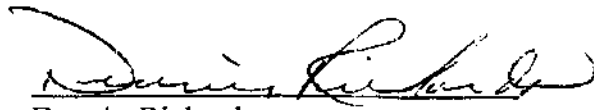
Let this letter show that it is the intent of the City of Gig Harbor Police Department, Peninsula Fire District #5, and Peninsula Fire District #16 to provide the R.U.O.K. (*Are You O.K.?*) program to citizens of the Gig Harbor and Key Peninsulas for a period of at least five (5) years from the initial purchase by the Gig Harbor Rotary Club.


Any update in computer software or computer repairs during this time will be the responsibility of the City of Gig Harbor Police Department.


Sincerely,


Gretchen A. Wilbert
Mayor, City of Gig Harbor


Nick Markovich
Gig Harbor City Councilmember


Dennis Richards
Chief of Police, City of Gig Harbor


Drew Wingard
Chief, P.C.F.D. #5


Horace Kanno
Chief, P.C.F.D. #16

**CITY OF GIG HARBOR
RESOLUTION _____**

A RESOLUTION SHOWING THE INTENT OF THE CITY TO ASSIST IN PROVIDING THE R.U.O.K. (*ARE YOU O.K.?*) PROGRAM TO THE CITIZENS OF GIG HARBOR.

WHEREAS, the Rotary Club of Gig Harbor is a local service organization; and

WHEREAS, this program will be implemented with the cooperation of the City of Gig Harbor Police Department, Peninsula Fire District #5, and Peninsula Fire District #16; and

WHEREAS, the Rotary Club shall purchase the system and the Gig Harbor Police Department will be responsible for any computer software updates or computer repairs for a period of five years from the date of purchase, NOW THEREFORE,

BE IT RESOLVED by the City Council, as follows:

We, the City Council of the City of Gig Harbor authorize software updates and computer repairs for a period of five years from the initial purchase and installation of the R.U.O.K. system.

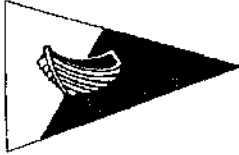
PASSED this 22nd day of November, 1993.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Clerk

Filed with City Clerk: 11/04/93
Passed by City Council: 11/22/93



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: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
SUBJECT: LEGAL SERVICES AGREEMENT FOR 1994
DATE: 11/19/93

Mayor Wilbert is submitting the proposal for legal services with Ogden, Murphy, Wallace for council approval. This agreement is identical with the city's previous agreement with the law firm, except that the rates for Partners and Associates are proposed at a \$3 per hour increase and for Law Clerks and Paralegals at a \$2 per hour increase. The percentage increase in the respective rates are Partners 2.8%, Associates 3.5%, Law Clerks 3.0%, and Paralegals 4.0%.

Also, the base rate for the first 13 hours of legal services would increase from \$1,105 to \$1,150, an increase of just less than 4.1%, at an hourly rate of \$88.50 per hour.

This proposal for increase is consistent overall with CPI increases for the '93 year. It is also conservative compared to the past pattern of increase.

Recommendation: Motion to approve.



ATTORNEYS AT LAW

RECEIVED

NOV 8 1993

CITY OF GIG HARBOR

Seattle Office:
2100 Westlake Center Tower
1601 Fifth Avenue
Seattle, WA 98101-1686
(206) 447-7000

FAX: (206) 447-0215

John D. Wallace	Nancy M. Allo
Douglas E. Albright	Marcine Anderson
Lee Corkrum	John F. DeVleming
Wayne D. Tanaka	Peter A. Fraley
Robert G. André	Kent C. Meyer
Michael G. Wickstead	Carol A. Morris
Robert A. Kiesz	Leslie R. Pesterfield*
Steven A. Reisler	Theresa A. Rozzano
W. Scott Snyder	Gil Sparks
Christopher A. Washington	
James E. Hancy	Counsel to the Firm
Phillip C. Raymond	Stanbery Foster, Jr.
Charles D. Zimmerman	
Carol D. Barnasconi	Of Counsel
William F. Joyce	James A. Murphy
Karen Sutherland	
David A. Ellenhorn	* Also admitted to
John J. O'Donnell, P.C.	Practice in Oregon
Ross D. Jacobson	
Retired	
Raymond D. Ogden, Jr.	

November 4, 1993

Honorable Gretchen Wilbert
Mayor
City of Gig Harbor
M/A: P.O. Box 145
Gig Harbor, Washington 98335

Re: Legal Services - Period of January 1, 1994 - December 31, 1994

Dear Mayor Wilbert:

By means of this letter of agreement, Ogden Murphy Wallace will agree to provide legal services to the City of Gig Harbor for period of January 1, 1994 through December 31, 1994 on the following basis:

- 1) We will provide 13 hours of general, legal services, irrespective of the hourly rate of the attorney performing such service, for the monthly sum of \$1,150 per month.
- 2) Legal services not included under paragraph (1) above would be as follows:
 - a) Preparation of contracts, subdivision reviews, planned unit development reviews and other similar items where the City recovers reimbursement of said costs from an applicant or developer; if such costs are not recoverable, the services will be included under paragraph (1) above.

- b) Labor negotiations or similar legal work involving the specialized skills in the labor negotiation or labor relations field;
 - c) Tax work involving specialized skills or a lawyer trained in that specialty;
 - d) Litigation or other administrative or arbitration proceedings;
 - e) Local Improvement Districts or ULIDS which would be based upon a separate agreement with the City charging the cost of said fees to the particular LID or ULID. General LID or ULID advice would be included under paragraphs (1) and (3).
- 3) Work on matters covered under the general legal services that are in excess of the 13 hours per month, or on items listed in paragraph (2) above and work performed by paralegals or interns would be charged at the following rates:
- a) Partners \$108.00 per hour
 - b) Associates \$ 88.00 per hour
 - c) Law Clerks \$ 67.00 per hour
 - d) Paralegals \$ 52.00 per hour

In addition, the City would reimburse for long distance phone charges, copying charges, extraordinary postage charges, messenger charges and other costs or fees advanced by the firm on behalf of the City.

It is further agreed that either party may terminate this agreement upon a giving of 30 days prior notice to the other party.

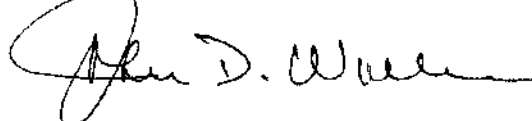
We will provide itemized monthly billings which set forth the date, amount of time worked, a brief description of the nature of the work, identification of the attorney, paralegal or intern performing the work and an itemization of costs associated with the work.

Honorable Gretchen Wilbert
November 4, 1993
Page 3

If the foregoing correctly sets forth the agreements and understandings, please sign the extra copy of the letter that is enclosed and return the signed copy to my office. The original should also be signed by you and retained in the City's files.

Very truly yours,

OGDEN MURPHY WALLACE



John D. Wallace

JDW/lfs
Enclosure

Agreed to and accepted by the City Council this _____ day of _____, 1993.

CITY OF GIG HARBOR

MAYOR GRETCHEN WILBERT

ATTEST

CITY CLERK, MARK HOPPEN

OGDEN MURPHY WALLACE

ATTORNEYS AT LAW

Seattle Office:
2100 Westlake Center Tower
1601 Fifth Avenue
Seattle, WA 98101-1686
(206) 447-7000

FAX: (206) 447-0215

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Leslie R. Pesterfield*
Theresa A. Rozzano
Gil Sparks

Counsel to the Firm
Stanbery Foster, Jr.

Of Counsel
James A. Murphy

*Also admitted to
Practice in Oregon

November 5, 1993

Honorable Gretchen Wilbert
Mayor
City of Gig Harbor
M/A: P.O. Box 145
Gig Harbor, Washington 98335

Re: Legal Services - Period of January 1, 1994 - December 31, 1994

Dear Mayor Wilbert:

By means of this letter of agreement, Ogden Murphy Wallace will agree to provide legal services to the City of Gig Harbor for period of January 1, 1994 through December 31, 1994 on the following basis:

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- b) Labor negotiations or similar legal work involving the specialized skills in the labor negotiation or labor relations field;
 - c) Tax work involving specialized skills or a lawyer trained in that specialty;
 - d) Litigation or other administrative or arbitration proceedings;
 - e) Local Improvement Districts or ULIDS which would be based upon a separate agreement with the City charging the cost of said fees to the particular LID or ULID. General LID or ULID advice would be included under paragraphs (1) and (3).
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 - c) Law Clerks \$ 67.00 per hour
 - d) Paralegals \$ 52.00 per hour

In addition, the City would reimburse for long distance phone charges, copying charges, extraordinary postage charges, messenger charges and other costs or fees advanced by the firm on behalf of the City.

It is further agreed that either party may terminate this agreement upon a giving of 30 days prior notice to the other party.

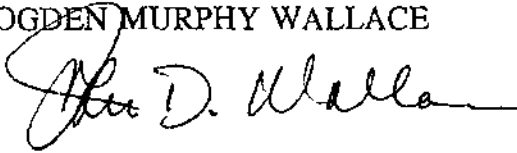
We will provide itemized monthly billings which set forth the date, amount of time worked, a brief description of the nature of the work, identification of the attorney, paralegal or intern performing the work and an itemization of costs associated with the work.

Honorable Gretchen Wilbert
November 5, 1993
Page 3

If the foregoing correctly sets forth the agreements and understandings, please sign the extra copy of the letter that is enclosed and return the signed copy to my office. The original should also be signed by you and retained in the City's files.

Very truly yours,

OGDEN MURPHY WALLACE



John D. Wallace

JDW/lfs
Enclosure

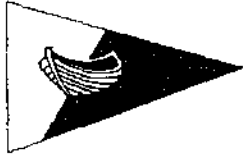
Agreed to and accepted by the City Council this _____ day of _____, 1993.

CITY OF GIG HARBOR

MAYOR GRETCHEN WILBERT

ATTEST

CITY CLERK, MARK HOPPEN



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: MARK HOPPEN, CITY ADMINISTRATOR *M.H.*
SUBJ: AMENDMENT OF CAPACITY COMMITMENT/SEWER
EXTENSION AGREEMENTS - ULID#3 PARTICIPANTS
DATE: 11/19/93

Staff is requesting Council to motion to approve an amendment to the Capacity Commitment/Sewer Extension Agreements with the ULID#3 participants which will extend the commitment periods on those agreements for five years from the date of expiration for the GPD previously committed and which will preserve the other elements of those agreements until the capacity commitment payments previously made by ULID#3 participants have been completely utilized through pro-ration and the previously executed commitments have been actualized through the completion of all payments for connection. If ULID#3 participants desire to complete these capacity/extension agreement amendments, then each participant will need to agree to provide the city with sufficient property for inclusion within ULID#3 to equal the special benefit and final assessment.

Related to this request, at a subsequent council meeting, Council will be asked to approve an ordinance which will extend land use, building standards, and annexation considerations that are currently enforced only for a limited amount of capacity, as expressed through the commitment/extension agreements with the ULID#3 participants, to extensions of utilities generally, including ULIDs, in areas outside the city limits.

Recommendation: Motion to direct staff to enable the execution of an amendment to existing capacity commitment agreements with ULID#3 participants. This amendment to be contingent on participant agreement to include sufficient property within ULID#3 to satisfy statutory special benefit considerations. These considerations will extend the commitment period five years for existing GPD commitments until, at the rate of pro-ration per ERU, the capacity commitment dollars have been completely credited and the previously executed commitments have been 100% connected *or* until the amendment period for capacity extension expires and the remaining commitment dollars are forfeited to the City.

AFTER RECORDING RETURN TO:

City of Gig Harbor
City Administrator
P.O. Box 145
Gig Harbor, WA 98335

**AMENDMENT TO
UTILITY EXTENSION AND CAPACITY AGREEMENT**

THIS AGREEMENT is entered into on this ____ day of _____, 199__, between the City of Gig Harbor, a Washington municipal corporation, hereinafter referred to as the "City," and _____, a _____ organized under the laws of the State of _____, located at _____, hereinafter referred to as the "Owner."

R E C I T A L S

WHEREAS, the Owner has entered into a Utility Extension and Capacity agreement (hereinafter the "Prior Agreement,") with the City on _____, recorded against the property under Pierce County Auditor's Recording No. _____; and

WHEREAS, the Prior Agreement provided that the City would agree to reserve capacity for sewer or water flowage for a period of time ending on _____; and

WHEREAS, the parties now wish to extend the date for the City's reservation of capacity for sewer and water flowage, and to renew all other terms of the Prior Agreement for the period of time set forth herein; Now, Therefore,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

T E R M S

1. Extension of Water or Sewer Capacity Commitment. The parties agree that Section 4 of the Prior Agreement shall be hereby amended to extend the water or sewer capacity commitment period until five years after execution of this Amendment. The City agrees to reserve to the Owner the same amount of capacity as provided in the Prior Agreement, without any further payment by the Owner for reservation of this water or sewer

capacity during this five year time period. Both parties acknowledge that the date of the capacity commitment set forth in the Prior Agreement has expired, rendering Section 6 of the Prior Agreement ineffective.

2. Renewal of All other Terms of Prior Agreement. The parties agree that all other terms and conditions of the Prior Agreement dated _____, that are not inconsistent with this Amendment shall remain in full force and effect.

EXECUTED on the day and year stated above.

CITY OF GIG HARBOR

By _____
Mayor, City of Gig Harbor

Approved by:

Gig Harbor City Attorney

Attest:

Gig Harbor City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC for the State
of _____, residing at

My commission expires _____.

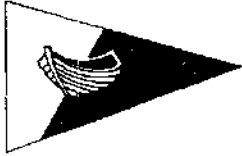
STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen Wilbert is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____.



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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
RE: COMPREHENSIVE TRANSPORTATION PLAN
DATE: NOVEMBER 17, 1993

INTRODUCTION

The City Council allocated \$65,000.00 in the 1993 budget to complete the City's first Comprehensive Transportation Plan. The Transpo Group consulting firm was selected to do this work for \$44,790. The purpose of this memorandum is to request your approval of the attached scope of work and to receive your authorization for the Mayor to sign the attached Standard Professional Services Contract between the City of Gig Harbor and The Transpo Group.

BACKGROUND AND ISSUES.

We have been trying to start this project for the last three years. This is the only project that I have requested your approval to carry over two consecutive budget cycles (1993 and 1994). We typically complete all of our objectives within the authorized year without carrying over to the next year. In this case, however, we were unable start this project primarily due to scheduling conflicts with other projects.

The City has not had a comprehensive transportation study. The only planning we have done so far is our Six-Year Transportation Plan which only addresses transportation issues of the city within the City limits and on very short term basis.

With all the growth that is occurring inside the city limits as well as outside city limits (but within our Urban Planning Area), it is imperative that we have a long range plan to identify potential improvements at various locations and start collecting fair share mitigation fees from the new trip generators. The Comprehensive Transportation Plan will help us do this.

The proposed plan will be also a part of the City's Comprehensive Plan which is due to be completed by July 1994 as required by the Growth Management Act.

POLICY ISSUES

The Comprehensive Transportation Plan will help us develop more realistic and perhaps more demand-oriented Six-Year Transportation Plans. We are required by state law to

develop and update our Six-Year Transportation plan annually. Having a long range Comprehensive Transportation Plan completed will enable us to develop short range Six-Year plans consistent with the City's long range needs.

The proposed plan will be reviewed by the Planning Commission through various public meetings and will be forwarded to the City Council for approval before June of 1994. There will be ample opportunity for public comment either during Planning Commission hearings or at City Council meetings.

FINANCIAL IMPACT

The city budgeted \$65,000 for the completion of this plan. The plan will cost to the city \$44,790. Therefore, the project cost is well within the budgeted amount.

RECOMMENDATION

I recommend a council motion to authorize the Mayor to sign the enclosed professional services contract with Transpo Group consulting firm to complete the City of Gig Harbor Comprehensive Transportation Plan for a total cost of up to \$44,790.00.

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

THIS AGREEMENT, made and entered into this ____ 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 Transpro 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.

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.

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 _____
Mayor Gretchen Wilbert

Date _____

ATTEST/AUTHENTICATE:

Mark E. Hoppen
City Administrator/Clerk

CONSULTANT

By James W. MacIsaac
Name & Title President

Signature James W. MacIsaac

Date 7/11/93

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.

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:

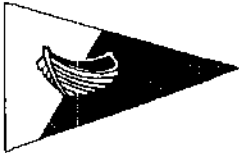
- Draft and final executive summary reports.

ATTACHMENT B

Gig Harbor Transportation Plan - Budget Estimate

No.	Work Element Description	TRANSPO						Graphics JDR
		Principal JWM	Manager JNP	E-5 LWT	E-1/2 JAB/MSE	Acot JCL	WP MLM	
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	\$66	\$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 MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: AMENDMENT TO AGREEMENT FOR PUBLIC HEALTH SERVICES
DATE: NOVEMBER 15, 1993

Attached is an amendment to the agreement for public health services between the City of Gig Harbor and the Tacoma-Pierce County Health Department for the provision of basic health services to the citizens of Gig Harbor. As provided for in the current agreement, this amendment extends the current agreement to December 31, 1994 and adjusts the amount payable for the 1994 year.

The allocation was reached by weighting the service hours to clients within a given jurisdiction, and then by discounting the service hours to clients from outside the jurisdiction. A fairly sophisticated allocation technique was used in an attempt by the Health Department to develop an equitable payment allocation system. Nevertheless, it was necessary for the Health Department to reconcile the rather large disparity in payments which this allocation process produced. In other word, a rational system was applied to the allocation of payments, the payments for smaller jurisdictions increased dramatically, and a means was found to reduce the near-term impact.

Our share of payment for public health services has approximately doubled over the past two years, although the methodology used seems reasonably equitable. I will explore this methodology in depth during the coming year.

Recommendation:

Move to approve the Mayor to sign the contract amendment for public health services.

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
COMPARATIVE ANALYSIS OF PAYMENTS BY JURISDICTION
2 YEAR PHASE IN OF DIFFERENCE BETWEEN WEIGHTED AND UNWEIGHTED FOR ALL JURISDICTIONS

1994 CALCULATIONS AND DIFFERENCES

NAME OF CITY/ TOWN	Column 1 1993 PAYMENT UNWEIGHTED COUNTS	Column 2 TABLE 1 UNWEIGHTED COUNTS	Column 3 TABLE 2 WEIGHTED COUNT BY PERSON HRS.	Column 4 DIFFERENCE BETWEEN TABLE 2 AND TABLE 1	Column 5 ONE HALF OF DIFFERENCE (COLUMN 4)	Column 6 SUM OF COLUMN 2 AND COLUMN 5 1994 PAYMENT	Column 7 % share on the 100,000 based on col 5	Column 8 FUND BALANCE 100.000	Column 9 ACTUAL 1994 PAYMENT (COLUMN 6 LESS COLUMN 8)
Bonney Lake	29,174	38,820	41,424	2,604	1,302	40,122	0.8475%	847	39,275
Buckley	16,177	17,753	19,883	2,130	1,065	18,818	0.3975%	397	18,421
Carbonado	2,189	2,131	2,131	0	0	2,131	0.0450%	45	2,086
Dupont	2,513	2,840	2,840	0	0	2,840	0.0600%	60	2,780
Eatonville	6,323	8,048	9,232	1,184	592	8,640	0.1825%	183	8,457
File	24,125	36,690	37,636	946	473	37,163	0.7850%	785	36,378
Fircrest	25,325	23,908	22,014	(1,894)	(947)	22,961	0.4850%	485	22,476
Gig Harbor	23,813	24,144	29,588	5,444	2,722	26,866	0.5675%	567	26,299
Milton	20,630	24,618	23,434	(1,184)	(592)	24,026	0.5075%	507	23,519
Orting	8,803	11,362	11,599	237	119	11,481	0.2425%	243	11,238
Puyallup	139,234	161,673	167,118	5,445	2,723	164,396	3.4725%	3,473	160,923
Roy	4,681	2,131	3,078	947	474	2,605	0.0550%	55	2,550
Ruston	2,778	2,840	3,078	238	119	2,959	0.0625%	63	2,896
South Prairie	1,491	1,420	1,658	238	119	1,539	0.0325%	33	1,506
Steilacoom	23,124	32,903	29,352	(3,551)	(1,776)	31,127	0.6575%	657	30,470
Sumner	34,876	46,869	52,313	5,444	2,722	49,591	1.0475%	1,048	48,543
Tacoma	1,900,808	1,890,603	1,621,700	(268,903)	(134,453)	1,756,150	37.0950%	37,094	1,719,056
Wilkeson	1,362	1,657	2,840	1,183	592	2,249	0.0475%	48	2,201
Unincorp'd Pierce Co	2,297,871	2,403,790	2,653,282	249,492	124,746	2,528,536	53.4100%	53,410	2,475,126
TOTAL	4,565,300	4,734,200	4,734,200	0	0	4,734,200	100.0000%	100,000	4,634,200

AMENDMENT TO AGREEMENT FOR PUBLIC HEALTH SERVICES

WHEREAS, there exists an agreement dated September 4, 1991 by and between Tacoma-Pierce County Health Department, hereinafter called "Health Department" and the City of Gig Harbor, hereinafter called the "City," and

WHEREAS, the City desires that the Health Department continue in 1994 to administer and render public health services for the benefit of the City, and

WHEREAS, the City agrees to pay the amount for provision of these public health services as calculated for 1994 using the funding formula set forth in the *Agreement Providing for Creation and Operation of a Combined County-City Health Department*, and

WHEREAS, provisions in said Agreement for Public Health Services allow for the extension of said Agreement,

NOW, THEREFORE, it is agreed to amend said Agreement for Public Health Services as follows:

1. Provision 2. City Contribution---the amount shall be amended to be \$26,299 (Twenty-Six Thousand Two Hundred Ninety-Nine Dollars). Said sum shall be paid to the Health Department in at least quarterly installments during the calendar year 1994. Said sum is to be paid in full before December 31, 1994.

2. Provision 4. Term---the term of this Agreement as amended shall commence January 1, 1994 and shall terminate December 31, 1994.

All previously existing terms and conditions of this Agreement shall remain the same and shall be in continuous full force and effect. In the case of conflict between this Amendment and the above identified Agreement, the terms of this Amendment shall prevail.

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

By: _____
Chair, Board of Health

Date: _____

By: _____
Health Officer

Date: _____

CITY OF GIG HARBOR, a municipal corporation

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

Annual Payment due for 1994: _____

Approved as to form:

Preston Thorgrimson Shidler Gates & Ellis

By:  _____

Robert J. Backstein
Attorney for Tacoma-Pierce County Health Department

City of Gig Harbor

By: _____
City Attorney

This amendment to agreement is hereby accepted and approved this _____ day of _____, 19__.

CITY OF TACOMA

By: _____
Mayor

Date: _____

PIERCE COUNTY

By: _____
County Executive

Date: _____

MAYOR'S REPORT
November 22, 1993

THANKSGIVING 1993

At this time of year, our thoughts turn truly toward giving thanks for the creative thinking, planning, and action by many individuals in our community who voluntarily strive to make our world a better place to live.

Community volunteers at FISH, the local churches and service clubs, B.P.W. Soroptonists, A.A.R.P., Elks, Eagles, and Lions Clubs give hundreds of hours toward serving the social and health needs of many community members.

Citizens Against Litter, Eagle Scout candidates, P.N.A., Rotary, Peninsula Gardens, Rosedale Gardens, Horsehead Bay Garden Club, Fortnightly Club, Gig Harbor Fisherman's Civic Club and Auxiliary have generously donated toward the beautification of Gig Harbor. All the projects are coordinated through the time and effort given by members of the city's Public Works Department.

The Performance Circle Theater Group has launched a tremendous effort to purchase and save The Meadow for public enjoyment.

This year, a special thank you goes to the residents of Soundview Drive, who volunteered to plant and maintain the city right-of-ways fronting their property. Our Public Works crew is appreciative of every citizen who helps maintain city right-of-ways.

Thanks also must go to the members of the Greater Gig Harbor Business Association, who coordinate the decorations and activities of the fall and winter festivals in the Harbor. The twinkling crystal lights that will frame the commercial establishments throughout the winter season emulate a string of jewels gracing our winter harbor scene.

The Chamber of Commerce launches us into summer by sponsoring the annual parade and trolley service. Their handsome brochures entice the potential visitors to Gig Harbor. Those tourists dollars spent in our community help pay for the maintenance of our parks, flower baskets, and glorious planters.

The Peninsula Art League and Farmer's Market put out the welcome sign during the summer seasons. Many have expressed regret the Summer Art Festival outgrew the downtown Judson Street location, but that some traditions meet necessary changes yet try to remain the same.

Music is an important part of our varied cultural heritage. The Peninsula United Music Association brought us the Vila Luka Dancers and the Air Force Band. The Flag Day Ceremony by Rotary sent songs of America across the water from Jerisich Park. Music and dancing were interwoven with the Salmon Harvest Dinner, utilizing the fantastic culinary

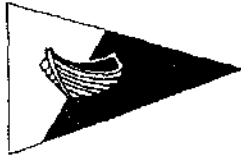
talents of the members of the Gig Harbor (Commercial) Fisherman's Civic Club. Our high schools' music groups continue to take honors and some will be sharing songs with us on the streets of Gig Harbor during the winter holiday season.

And, of course, a great big thank you goes to the Peninsula Gateway and the News Tribune for telling the story of all these happenings.

I'm touched daily by the good deeds of the members of our city staff, Public Works Department, Municipal Court, and the Police Department as they respond with kindness and positive action toward citizen requests for service.

We are all privileged to live and work in one of the most beautiful places in the world. It all happens by design.

Thanksgiving 1993 - truly a time to be thankful!



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

TO: COUNCILMEMBERS AND STAFF
FROM: GRETCHEN WILBERT, MAYOR
DATE: NOVEMBER 18, 1993
SUBJ: GIFT TO THE CITY

The traditional lighting of the holiday tree in Jerisich Park will again take place the first Friday evening in December, but something new will be part of the celebration.

The tall, harvested tree is a picture of the past as we celebrate the planting of a living Noble Fir to fit the scale and perspective of Jerisich Park.

This traditional conifer is a gift to the Gig Harbor Community from the Horsehead Bay Garden Club. Rosedale Gardens selected a size and variety best suited for the site. The survival through the trauma of replanting was a major consideration in the species selection. We should all be able to enjoy this slow growing conifer for many years to come. We wish to thank the Horsehead Bay Garden Club for this generous contribution toward the beauty of our city and its traditions.

The Greater Gig Harbor Business Association will have the tree ready for the event which will begin at 6:00 p.m., Friday, December 3rd. As in the past, children are encouraged to make and bring ornaments for trimming the tree. The lighting ceremony will be preceded by a dedication and presentation, voices of carolers will fill the air, Santa will arrive by fire truck with a treat for the children.

Many thanks go to the Public Works Department and Scott Junge of Rosedale Gardens for coordinating the planting.

We wish to thank Sue Weeks and the members of the Horsehead Bay Garden Club for this generous gift and invite them to join us in the dedication and lighting of the tree on December 3rd.

cc: George Borgen - President, G.G.H.B.A.
Sue Weeks - Horsehead Bay Garden Club
Brian Miller - Peninsula Gateway