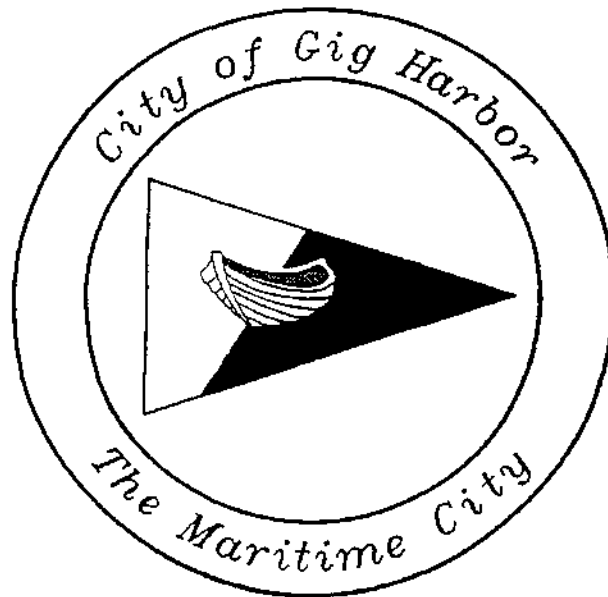


Gig Harbor City Council Meeting



August 27, 2001
7:00 p.m.

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
August 27, 2001 - 7:00 p.m.**

CALL TO ORDER:

PUBLIC HEARINGS:

1. Petition for Annexation - 62nd Street Court NW.
2. Six-Year Transportation Improvement Project.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of August 13, 2001.
2. Correspondence/Proclamations:
3. Change Order #3 - East/West Roadway Project.
4. Liquor License Renewals:
5. Approval of Payment of Bills for August 27, 2001.
Checks #33729 through #33822 in the amount of \$418,199.29.

OLD BUSINESS:

NEW BUSINESS:

1. Resolution - Petition for Annexation - 62nd Street Court NW.
2. Traffic Concerns - Councilmember Pasin.
3. Dept. of Ecology Coastal Zone Management Grant Agreement Acceptance.
4. Resolution - Six-Year Transportation Improvement Project.
5. Security Gate on Erickson Street.

STAFF REPORTS:

Gig Harbor Police Dept - July Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.3 1.110(i).

ADJOURN:

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EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.3 1.110(i).

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 13, 2001

PRESENT: Councilmembers Ekberg, Young, Pasin, Owe!, Dick, Picinich and Mayor Wilbert. Councilmember Ruffo was absent.

Before calling the meeting to order, Mayor Wilbert invited Jan Piercy from the local Farmer's Market to come forward and accept the proclamation for Farmer's Market Week. Ms. Piercy gave a brief presentation on the market and Mayor Wilbert read the proclamation to be approved later in the meeting.

CALL TO ORDER: 7:04 p.m.

PUBLIC HEARING:

1. Petition for Annexation - 57th Street Court NW. Mayor Wilbert opened the public hearing at 7:04. John Vodopich, Planning Director, presented this petition for annexation of three parcels located on 57th Street Court NW. He explained that this had been review previously in February, and a petition had been circulated with three conditions. The first condition was that a R-1 zoning designation be placed upon the property; second, that the property owners enter into a pre-annexation agreement regarding the level of street improvements; and third, that the owners assume their proportionate share of the city's indebtedness. The petition had been received and certified by the Assessor.

There were no comments from the public, the Mayor closed the public hearing on this item and opened the next public hearing.

2. Amendments to the Plat and Concomitant Agreement - Mallard's Landing. John Vodopich explained that this hearing was on a proposed amendment to the plat for Mallard's Landing, specifically to delete a condition of approval placed upon the plat requiring all new structures to maintain a minimum roof pitch of 4/12. He explained that at the time this condition was placed, the city did not have a design manual in place. He continued to say that a 4/12 pitch on a large building would create a rather unsightly structure, and because of that, the property owner is proposing an amendment to delete this condition and replace it with verbiage stating that new construction would meet the requirements of design review.

Carol Morris explained that this hearing was quasi-judicial in nature and asked if any of the Councilmembers or Mayor had a conflict of interest or appearance of fairness issue to disclose.

Councilmember Pasin disclosed that he had a professional relationship with the project architect, David Freeman, but added that he could hear the issue fairly. There was no other response to the question, and Ms. Morris continued to ask if anyone had an ex-parte contact with the proponent or an opponent of the amendments to the plat or concomitant agreement. There was no response

to the question, and she continued by asking if anyone from the public wanted to challenge a member of the Council. There was no response and the hearing continued.

Scott Wagner - PO Box 492, Gig Harbor. Mr. Wagner presented the signatures of the property owners for the amendment to the Concomitant Agreement. He explained that the reason for the request for the amendment is due to the conflict between the 4/12 roof pitch requirement and the current Design Manual in regards to their project. He added that the amendment would allow for a more attractive design and flexibility in the project.

Carol Morris explained the need to alter the plat prior to adopting amendments to the concomitant agreement. She explained that the criteria for plat alteration is upon written determination on whether the public use will be served by the alteration of the subdivision. Councilmember Young recommended combining the Public Hearings on both the Plat Amendment and the Amendment to the Concomitant Agreement due to the combined nature of the subject. Councilmembers agreed.

There were no further comments and the public hearing was closed at 7:19 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of July 23, 2001.
2. Correspondence/Proclamations:
 - a) Letter of Appreciation from David Knowlton.
 - b) Update from AWC.
 - c) Letter from Whitman County Prosecuting Attorney - Domestic Violence Summit.
 - d) Letter from Myra Doak - Gate on Erickson Street.
 - e) Office of Financial Management - Population.
 - f) Letter from AWC - Update on City Activities.
 - g) Proclamation - Farmers Market Week.
3. Change Order #3 - East/West Roadway Project.
4. Pavement Marking - Contract Award.
5. 56th Street/Olympic Drive Improvements Design - Consultant Services Contract.
6. Liquor License Application: Albertsons #406 Renewals: Gig Harbor Yacht Club
7. Approval of Payment of Bills for August 13, 2001.
Checks #33548 through #33728 in the amount of \$658,493.92.
8. Approval of Payroll for the month of July:
Checks #875 through #946 in the amount of \$208,016.37.

Mayor Wilbert asked that members of the audience who had come to speak on the letter regarding the gate on Erickson Street to please wait until the Public Comment portion of the meeting. Mayor Wilbert explained that David Skinner, Public Works Director, requested that item number three, Change Order #3 - East/West Roadway Project, be removed from the Consent Agenda. Councilmember Ekberg added that there was a letter from PNA commending the city for its efforts to restore Donkey Creek that had not been listed on the agenda.

MOTION: Move to approve the Consent Agenda, deleting Change Order #3 - East/West Roadway Project, and adding the correspondence from PNA, Picinich/Owel - unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance - Amendment to GHMC Chapter 19.02 - Permit Applications. John Vodopich presented this ordinance correcting an inconsistency in the procedures by which a development application is determined complete.

MOTION: Move to Adopt Ordinance No. 888.
Picinich/Young - unanimously approved.

2. Second Reading of Ordinance - Amendment to GHMC Chapter 19.06 - Appeal Procedures. John Vodopich presented this ordinance proposing an amendment to the code to clarify that the Council is a party of record and may appeal land use decisions rendered by the Hearing Examiner.

MOTION: Move to Adopt Ordinance No. 889.
Picinich/Pasin - unanimously approved.

NEW BUSINESS:

1. Monty Mahan - Pierce Conservation District Update. John Vodopich introduced Monty Mahan, Manager for the Pierce Conservation District, to talk about the expanded technical assistance program. Mr. Mahan gave an overview of the organization and their two new programs, Stream Team and Salmon Recovery. Monty described how cities can benefit through educational opportunities, grants and streamlined permitting processes. He added that locations along Donkey Creek had been identified as areas in need of help, and per state law, would need to be addressed. He explained how these projects could be accomplished through coordination with the Pierce Conservation District. He then outlined his proposal for funding these necessary projects through a \$5 property tax assessment and grant opportunities. He addressed Council's questions regarding the proposed tax and benefit return and the city's options for participation.

2. Resolution - Petition for Annexation - 57th Street Court NW. John Vodopich explained that this follows the public hearing held earlier and recommended adoption of the resolution.

MOTION: Move to Adopt Resolution No. 570 accepting the annexation petition.
Picinich/Ekberg - unanimously approved.

3. Amendment to the Plat - Mallard's Landing. John Vodopich presented this request from Talmo, Inc. to delete a condition placed upon the plat of Mallard's Landing requiring a minimum roof pitch of 4/12 for new structures. He added that staff supported the amendment to the plat.

MOTION: Move we authorize the amendment to the plat of Mallard's Landing, finding that by removing the specific 4/12 roof pitch and substituting the current standards required by the Design Manual, it would make the

development more consistent with current policy and city code and would provide for a design superior to one guided by the requirements listed in the original agreement. The public interest would be better served by the proposed amendment. Such written findings shall come before Council at the next meeting for approval.

Dick/Picinich - unanimously approved.

4. Amendment to Concomitant Agreement - Mallard's Landing. John Vodopich introduced this item, which was discussed previously. Scott Wagner asked for clarification on the language in Section 3 of the agreement.

MOTION: Move to suspend the rules and allow additional public comment.
Young/Owel - unanimously approved.

Carol Morris addressed the language in Section 3 of the Concomitant Agreement in question. She explained that the provisions of the agreement would remain effective until build-out of the properties, and that any future construction would be bound by the development regulations in effect at that time.

MOTION: Move to approve the amendment to the Concomitant Agreement for Mallard's Landing as presented.
Picinich/Owel - unanimously approved.

5. Contract for Land Use Hearing Examiner Services. John Vodopich explained that a second request for proposals had been released for Hearing Examiner Services, with five additional responses to the two initially submitted. He added that there was a unanimous recommendation for Mr. Michael Kenyon by the interview panel.

MOTION: Move to authorize the negotiation of a one-year contract for Hearing Examiner services with Mr. Michael Kenyon.
Pasin/Picinich - five voted in favor. Councilmember Dick voted no.

STAFF REPORTS:

Gig Harbor Police Department - June Stats. No verbal report given.

PUBLIC COMMENT:

Marian Wild - 3444 Erickson Street. Ms. Wild voiced her concerns about safety and the security gate across Erickson Street. She said that a true security gated community has pass cards and are locked on both ends, and that a city-maintained street should be open to the public.

Myra Doak - 3444 Erickson Street. Ms. Doak explained that she also was a resident on Erickson Street. She voiced her concerns on what had transpired with the gate at Spinnaker Ridge. She said that as taxpayers, they should be entitled to use the street too. She discussed safety issues, the barricades that were placed at the entrance, and the idea that speeding would become an issue

if the street were opened. She again stated that everyone who pays taxes should be entitled to use the road.

Donald Wild - 4036 No. Waterview, Tacoma. Mr. Wild explained that he visits someone on Erickson Street, and recently became aware of the gate preventing citizens from going through. He said that this gate is a hazard for Police, Fire and 9-1-1 services, and needs to be taken down to prevent possible litigation if someone were injured and emergency services were delayed. He concluded that the gate was something authorized years ago through no fault of the current Council, but something that needs to be corrected.

Roger Wells - Spinnaker Ridge. Mr. Wells explained that he has lived in Spinnaker Ridge the past 12 years, adding that there seems to be much misinformation regarding the gate. He explained that the gate was not placed without discussion with emergency services. He added that the lock was always left open so that the police and fire department can get through. He added that the President of Spinnaker Ridge was out of the county, and asked that any further discussion or action be postponed until he could return.

Councilmembers asked questions about pedestrian passage and the presence of an unlocked padlock. David Skinner, Public Works Director, explained that he was speaking as the City Traffic Engineer, and read the definition from the Transportation Comprehensive Plan, which describes this type of roadway as a "collector arterial" with property being access a high priority, and through traffic a low priority for this type of street. He said that based upon those definitions, and that traffic patterns associated with the area surrounding this neighborhood, it is his recommendation that this should be allowed as a through access because it meets the definition of a collector arterial. He said that he was unfamiliar with the reasons it was allowed to be gated, but if it were designed to be a dead-end street, it would have been built as a cul-de-sac.

Councilmember Owel suggested that if this were to become a public hearing, it should be publicly noticed to allow for comment on both sides of the issue. Councilmember Ekberg asked if he could respond to the people who had come to the meeting to speak. There were others in the audience who wished to speak, and the Public Comment portion of the meeting continued.

Anonymous speaker (declined to give name) - 3444 Erickson Street. The speaker commented that during the peak traffic hours, you cannot get off Erickson Street due to the steady stream of cars from the Park & Ride.

Joan Cally - has a sister on Erickson. Ms. Cally said that she has often wondered why the gate was there and added that it doesn't express any good will. She wanted to know what justifies a community to fence off a public road.

Mayor Wilbert asked if there were any further public comment. No one else wished to speak and public comment was closed.

Councilmember Ekberg addressed the questions of why the gate had been approved. He explained that he was a Councilmember in March of 1985 when the decision was made to approve the preliminary plat for Spinnaker Ridge, which was a first of its kind development in Gig Harbor. He added that there were several issues that were dealt with at the time. He gave a brief overview of the project at the time and read the motion for approval at the time that included that language "Erickson Street and the westerly 30 feet at the site shall be dedicated to the city for road purposes; however, Erickson Street shall not extend through to the westerly boundary. Breakaway posts shall be constructed and approved by the Fire Marshal and Fire Department to allow access for emergency vehicles and that at some future date, should the city require that the street be extended through, that it be done. The security fence and raised curb shall be eliminated." He concluded that because Kimball Drive was not developed at the time, the proponent asked that the street be closed, and the fire district did not see a problem if a breakaway gate was installed. The street was built with the thought of future connection. He suggested that staff give the Council input for consideration.

Councilmembers discussed the issue further and agreed that arterial roads are a broader policy issue. They agreed that this should come back for consideration and directed staff to come back with recommendations.

David Ewert - 3614-44th St. Ct. NW. Mr. Ewert asked that Council consider an ordinance on beehives. He explained that he is allergic to bee stings, and has a neighbor who has 15 beehives. He said that the bees have swarmed three times over the past two years keeping him house-bound for up to five hours at a time.

ANNOUNCEMENT OF OTHER MEETINGS: None.

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.3 1.110(i).

MOTION: Move to adjourn to Executive Session at 8:46 p.m. for the purpose of discussing potential litigation for approximately fifteen minutes.
Ekberg/Picinich - unanimously approved.

MOTION: Move to return to regular session at 9:06 p.m.
Picinich/Young - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:07 p.m.
Picinich/Young - unanimously approved.

Cassette recorder utilized.
Tape 623 - Side A 025 - end.
Tape 623 - Side B 000 - end.
Tape 624 - Side A 000 - end.

Gretchen A. Wilbert, Mayor

City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP *Jm*
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: ANNEXATION PETITION - 2811, 2819, 2905, AND 2917 62nd ST. CT. NW
DATE: AUGUST 27, 2001

INFORMATION/BACKGROUND

The City Council met with the initiators of a 'Notice of Intention to Commence Annexation Proceedings' on February 12, 2001 with regards to four contiguous parcels located along 62nd Street Court NW, east of Soundview Drive. At that time, the Council voted to authorize circulation of the annexation petition subject to the certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; and that the property owners assume a proportionate share of the City's indebtedness.

The City received a petition for annexation on July 20, 2001 which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on July 24, 2001 as being legally sufficient, and as containing the signatures of not less than 60% of the owners of assessed value, according to the assessed valuation for general taxation of the property.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend that the Council approve the resolution accepting the annexation petition of four contiguous parcels of property located at 2811, 2819, 2905, and 2917 62nd Street Court NW.

**CITY OF GIG HARBOR
RESOLUTION NO. X**

A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ACCEPTANCE OF THE ANNEXATION PETITION FOR THREE PARCELS OF PROPERTY LOCATED AT 2811, 2819, 2905, AND 2917 62nd STREET COURT N.W. (ANX 01-02), DECLARING THE CITY COUNCIL'S INTENT TO ADOPT PROPOSED ZONING REGULATIONS FOR THE ANNEXATION AREA AND REFERRING THE PETITION FOR ANNEXATION TO THE BOUNDARY REVIEW BOARD.

WHEREAS, on April 1, 2000, the City of Gig Harbor received a Notice of Intent to Annex four parcels located along 62nd Street Court Northwest (2811, 2819, 2905, & 2917 62nd St. Ct. NW), more particularly described in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) in value, according to the assessed valuation for general taxation, of the property described in Exhibit A; and

WHEREAS, the City Council met with the initiators of the petition and on February 12, 2001, and on the same day voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; and that the property owners assume a proportionate share of the City's indebtedness; and

WHEREAS, a petition for annexation of the property described in Exhibit A was subsequently received by the City on July 20, 2001; and

WHEREAS, the petition for annexation was certified by the Pierce County Office of the Assessor-Treasurer on July 24, 2001, as being legally sufficient, and as containing the signatures

of not less than 60% of the owners of assessed value, according to the assessed valuation for general taxation of the property described in Exhibit A; and

WHEREAS, the property described in Exhibit A and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for this area as Urban Residential Low Density, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation Single-Family Residential (R-1) zoning of the property described in Exhibit A as Single-Family Residential (R-1) is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Urban Residential Low Density; and

WHEREAS, the Gig Harbor Council has provided its intent to annex four parcels located along 62nd Street Court Northwest (2811, 2819, 2905, & 2917 62nd St. Ct. NW), contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness; and
- B. Imposition of Single-Family Residential (R-1) zoning of the property; and

WHEREAS, following the public hearing on the annexation petition held on August 27, 2001, the City Council approved the proposed pre-annexation Single-Family Residential (R-1) zoning for the area and the annexation, subject to Boundary Review Board approval; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:

Section 1. The Gig Harbor City Council hereby declares its intent to authorize and approve the annexation of four parcels located along 62nd Street Court Northwest (2811, 2819, 2905, & 2917 62nd St. Ct. NW), as described in Exhibit A, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, all property within the three parcels located along 57th Street Court Northwest (2620, 2702, & 2727 57th St. Ct. NW), and described in Exhibit A, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and
- B. All property within the area described in Exhibit A shall be zoned as Single-Family (R-1) in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. The City Council hereby authorizes the Mayor to submit all necessary documentation to the Pierce County Boundary Review Board in order to gain approval for the annexation provided in this Resolution. The City Council shall not take any further action on the annexation proposal until such time as the Pierce County Boundary Review Board has completed its review of the Notice of Intent to Annex.

RESOLVED by the City Council this 27th day of August 2001.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

Exhibit A
62nd Street Court Northwest Annexation
Legal Description

That portion of the Northwest quarter of the Northeast quarter of Section 17, Township 21 North, Range 2 East, W.M., Pierce County Washington, described as follows:

Lots 1, 2, 3, and 4 of Short Plat No. 9008170239, records of Pierce County.

Individual Parcels Descriptions

2917 62nd Street Court Northwest

Parcel No. 7580000761

Lot 1 of Short Plat No. 9008170239, records of Pierce County

Owner – Zaninovich

2905 62nd Street Court Northwest

Parcel No. 7580000762

Lot 2 of Short Plat No. 9008170239, records of Pierce County

Owner – Douglas

2819 62nd Street Court Northwest

Parcel No. 7580000763

Lot 3 of Short Plat No. 9008170239, records of Pierce County

Owner – Mancuso

2811 62nd Street Court Northwest

Parcel No. 7580000764

Lot 4 of Short Plat No. 9008170239, records of Pierce County

Owner – Dillingham



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: EAST-WEST ROADWAY PROJECT, CSP 9801
- CHANGE ORDER NO. 3
DATE: AUGUST 22, 2001

pls

INTRODUCTION/BACKGROUND

On May 22, 2000, the Council awarded the subject Contract to Tucci & Son's in the amount of \$2,157,163.50. Change Order No. 1, approved by the council on August 14, 2000, in the amount of \$249,657.16, which revised the contract amount to \$2,406,820.66. Change Order No. 2, approved by the Council on February 26, 2001, in the amount of \$239,956.78, revised the contract amount to \$2,646,777.44.

This project is funded through three sources:

- 1) Pierce County - \$1,000,000
- 2) City of Gig Harbor - \$850,000
- 3) LID - \$1,650,000

Total project funding = \$3,500,000

This Change Order No. 3, in the amount of \$ 128,255.06, will provide for the installation of a planter strip irrigation system along Borgen Boulevard between Canterwood Boulevard and Peacock Hill Avenue resulting in a revised contract amount of \$2,775,032.50.

This change order is at the request of the City for the Contractor (Tucci & Son's) to furnish and install the irrigation system. An irrigation system is essential to ensure the proper watering and continued growth of the landscaped and tree lined planter strip.

Council approval is requested to execute Change Order No. 3 as outlined above.

POLICY/FISCAL CONSIDERATIONS

This change order will provide for the installation of the irrigation system along Borgen Boulevard. This change order will increase the contract amount by \$128,255.06 for a revised contract total of \$2,775,032.50.

RECOMMENDATION

I recommend Council authorize execution of Change Order No. 3 for the East-West Roadway Project in the amount of \$128,255.06.

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet <u>1 of 1</u> Date <u>8/27/01</u>	<h2 style="margin: 0;">CHANGE ORDER</h2>	Change Order Number <u>3</u>
<input checked="" type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	<u>East-West Roadway Project</u> CONTRACT NO.: _____ CITY PROJECT NO.: <u>CSP - 9801</u>	
ENDORSED BY: <u>Tucci and Sons, Inc.</u> <small>COMPANY NAME</small> SIGNATURE _____ DATE <u>8-22-01</u> TITLE: <u>MICHAEL F. TUCCI PRESIDENT</u>	TO: <u>Tucci and Sons, Inc.</u> <u>4224 Waller Road</u> <u>Tacoma, Washington 98443-1623</u>	
Consent Given by Surety (When required): BY: _____ DATE _____ <small>ATTORNEY IN-FACT</small>		

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

This Change Order provides for the furnishing all tools, labor, equipment, materials, for the installation of a fully operational and complete planter strip irrigation system along Borgen Boulevard between Canterwood Boulevard and Peacock Hill Avenue, as generally depicted in the City correspondence dated May 16, 2001. The total cost of this Change Order is \$128,255.06 and a forty (40) working day time extension will be granted effective September 4, 2001.

This Change Order will be full compensation to the contractor for the cost of all labor, tools, equipment, and materials necessary or incidental to providing a complete and operational irrigation system. The City of Gig Harbor will be responsible for supplying electrical service, meter pedestal, controller cabinet, and all required permits. The Change Order also provides for hand trenching for the irrigation pipe through all tree pits.

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>2,157,163.50</u>	\$ <u>2,646,777.44</u>	\$ <u>128,255.06</u>	\$ <u>2,775,032.50</u>
<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED:			
_____ PUBLIC WORKS DIRECTOR		_____ DATE	
<input type="checkbox"/> APPROVED: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> MAYOR DATE </div>			

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: DEPARTMENT OF ECOLOGY COASTAL ZONE MANAGEMENT
GRANT AGREEMENT ACCEPTANCE
DATE: AUGUST 27, 2001

INFORMATION/BACKGROUND

A goal of the Planning and Building Services Department for 2000 was to update the 1994 City of Gig Harbor Shoreline Master Program and develop a new Title 20, GHMC, which would contain the shoreline management development regulations. In November 2000, the Council authorized the execution of a Consultant Services Contract with Madrona Planning and Development Services, Inc. for the purposes of updating and revising the City of Gig Harbor Shoreline Master Program consistent with the rules and regulations under consideration by the Washington State Department of Ecology.

I have successfully applied for a Section 306 Coastal Zone Management planning grant in the amount of \$26,500.00 to assist the City in this update of the City of Gig Harbor Shoreline Master Program. The City Attorney has reviewed and approved the agreement.

RECOMMENDATION

I recommend that the City Council move to accept Coastal Zone Management (CZM) 306 Grant No. G0200048 and further authorize the Mayor's signature on the Sworn Statement of Compliance with Minority- and Women-Owned Business Utilization Requirements; the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and CZM Grant Agreement No. G0200048 between the State of Washington Department of Ecology and the City of Gig Harbor.



Sworn Statement of Compliance*
with
**Minority- and Woman-owned
Business Utilization Requirements**

Recipient _____

Grant Number _____

*NOTE: MWBE goals are voluntary. No contracting decision should be made based on whether or not the goals are achieved.

The following affirmative steps in awarding contracts and subcontracts will be taken:

1. Include qualified minority and women's business on solicitation lists;
2. Insure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies;
3. Divide the total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by qualified minority, and women's business;
4. Establish delivery schedules, where requirements of the work permit, which will encourage participation of qualified minority and women's business; and
5. Use the services and assistance of the state Office of Minority and Woman Owned-Business, and the Office of Minority Business Enterprises of the U.S. Department of Commerce as appropriate.

Authorized Signature Date

Title

State of _____

County of _____ }ss

Subscribed and sworn to before me this _____ day of _____, 19____

NOTARY PUBLIC in and for the State of _____

residing in _____

My commission expires _____

Signature of notary

Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions and Lobbying

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)" and 15 CFR Part 28, "New Restrictions on Lobbying."

1. Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, Section 26.510, Participants responsibilities, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subtier recipient will have a critical influence on or substantive control over the award), as defined at 15 CFR Part 26, Sections 26.105 and 26.100-

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Section 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Applicant

Award Number and/or Project Name

Printed Name and Title of Authorized Representative

Signature

Date

CZM306 Grant Agreement No. G0200048

between the

State of Washington Department of Ecology

and

City of Gig Harbor

Project: Shoreline Master Program Update

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as the "DEPARTMENT" and City of Gig Harbor, hereinafter referred to as the "RECIPIENT" to carry out the activities described herein and authorized by the Coastal Zone Management Act of 1972, as amended through 1996. This grant is subject to Congressional actions.

Recipient Name:	City of Gig Harbor Planning and Building Services 3125 Judson Street Gig Harbor, WA 98335-1221
Project Coordinators:	John P. Vodopich, AICP
Telephone Number:	(253) 851-4278/ FAX: (253) 858-6408
e-mail:	vodopichj@lesa.net
Contact for Recipient Billing/Invoicing:	John P. Vodopich, phone: (253) 851-4278
Payee on Warrants:	City of Gig Harbor (address same as above)
Project Officer for Ecology:	Randy Davis, AICP Department of Ecology, SWRO PO Box 47775
Telephone Number:	(360) 407-0242/ FAX: (360) 407-6305
e-mail:	rdav461@ecy.wa.gov

The source of funds provided by the Department is Coastal Zone Management 306 funds.

Total Eligible Project Cost:	\$53,000
State Grant Share:	\$26,500
Local Share:	\$26,500

State Cost Share shall be 50% up to a maximum of \$26,500.

THE EFFECTIVE DATE of this grant shall be July 1, 2001.

The Project described herein expires on and must be completed by June 30, 2002.

Scope of Work

Project Title: City of Gig Harbor Shoreline Master Program Update

Project Description:

During 2001-2002, The recipient will prepare a comprehensive update of The *City of Gig Harbor Shoreline Master Program (SMP)*. The update shall include an inventory and analysis of shoreline conditions including land use, public access, environmentally sensitive areas and ESA threatened fish habitat. The SMP will be prepared in conformance with the Shoreline Management Act and the Department of Ecology's guidelines, and will also be consistent with the City's GMA Comprehensive Plan, development regulations, and critical areas ordinance. The draft SMP shall be consistent with the Department's guidelines, specifically Chapters 173-18, 20, 22, 26, & 27 of the Washington Administrative Code. The recipient will utilize consultant support as appropriate.

Work Program: The Recipient shall perform the following tasks:

Task 1: Performance Coordination

Task 1.1: Coordination with the Department

To assist the recipient and ensure project results are consistent with the state Shoreline Management Act, the federal Coastal Zone Management Act, laws and regulations, the recipient, as part of this agreement, shall coordinate with Department of Ecology's Project Officer, Randy Davis (phone 360.407.0242), by means of telephone conversations and/or meetings at the beginning of each quarter. The recipient is encouraged to coordinate more often whenever the Department can provide technical assistance or respond to questions regarding the project or grant.

Task 1.2: Coordination with Planning Commission

The City planning staff shall coordinate with the City of Gig Harbor Planning Commission in the development of the draft SMP and shall facilitate communication between the planning commission and community planning groups. The recipient shall provide staff support to the planning commission as needed.

The City planning staff and consultant shall act as a facilitator to the planning commission, which shall be responsible for reviewing and commenting on SMP amendments and recommendations for adoption of amendments to the City Council. The recipient shall provide staff support to the City Council as needed.

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A Shoreline Technical Advisory Committee (TAC) will also be created to advise the recipient on matters pertaining to the shoreline inventory and coordination with adjacent jurisdictions and effected agencies. The committee will consist of City staff and stakeholders having scientific expertise and/or access to existing data (e.g., representatives from the Department of Ecology, DNR, Fish & Wildlife and Puyallup Tribe, etc.). The recipient shall also provide staff support to the TAC.

TASK 1 Deliverables: Three copies of planning commission meeting minutes. Due quarterly (Task 1.2).

Task 2: Shoreline Characterization

Task 2.1: Shoreline Inventory

The recipient shall collect and analyze existing plans, studies, surveys, inventories and other information and data applicable to the City's shorelines. The recipient shall research information and /or data concerning wildlife habitat areas, fisheries habitat areas, frequently flooded areas, critical aquifer recharge areas, geological hazard areas, vegetation, wetlands, public access sites, and existing land use within shoreline areas to be reflected in revised shoreline environmental designation maps. The recipient shall also contact relevant state agencies, universities, and affected Indian tribes for available information.

Task 2.2: Shoreline Assessment

The recipient shall prepare a report that analyzes the information and data collected above under Task 2.1 as it relates to areas of concern. This will include, for example, an evaluation of shoreline ecological processes and their ability to support properly functioning conditions for ESA threatened fish habitat. It may also identify shoreline areas suitable for restoration.

TASK 2 Deliverables: Three copies of the shoreline inventory and analysis, which may consist of a combination of maps including GIS data; and a written shoreline assessment report documenting the data and other information collected and analyzed. Due September 30, 2001.

Task 3: SMP Alternatives Analysis

The recipient shall prepare a report detailing Draft SMP strategy, goals and policies pertinent to local shoreline issues. This will include a review of plans and coordination with TAC for consistency/compatibility with neighboring jurisdictions Shoreline Master Program (SMP) goals/policies. A determination will be included of how SMP goals can best be folded into the comprehensive plan to implement SMA/GMA integration as required by ESHB 1724.

TASK 3 Deliverables: Three copies of the alternatives analysis report. Due December 31, 2001.

Task 4: Draft Shoreline Master Program

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The recipient shall prepare a preliminary draft SMP. The SMP shall include, at a minimum, general goals, policies and environment designations for the City's shorelines. The recipient shall also prepare shoreline related development regulations. The shoreline development regulations shall include, at a minimum, specific policies and regulations for all shoreline uses and activities applicable to the City's shorelines.

TASK 4 Deliverables: Three copies of the preliminary draft SMP amendment. Due April 30, 2002.

Task 5: Public Participation

The recipient, in cooperation with the planning commission, shall conduct two public open houses to solicit participation and oversee preparation of the draft SMP. The planning commission shall conduct at least one formal public hearing on the draft SMP prior to making recommendations to the City Council. The public hearing shall provide an opportunity for comment concerning the entire SMP, which includes goals, policies, environment designations and development regulations. The recipient shall provide staff support to the planning commission and city council as needed.

TASK 5 Deliverables:

1. Three copies of the minutes of the planning commission public hearing. Due June 30, 2002.
2. Three copies of the entire final draft SMP and a computer disk with the SMP in Microsoft Word format. Due June 30, 2002.

Deliverables

All products, reports, and payment requests shall be sent to the attention of:

Randy Davis, AICP
Department of Ecology, SWRO
Shorelands and Environmental Assistance Program
PO Box 47775
Olympia, WA 98504-7775

The Recipient shall submit two copies each of Semi Annual Progress Reports and one copy of each Payment Request as defined in the Special Terms and Conditions section of this agreement and **three copies of each deliverable** as defined in the Scope of Work.

All deliverables (reports, maps, etc.) are to include the NOAA logo and acknowledgement on the front cover (see paragraph A.2.of Special Terms and Conditions of this agreement.)

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Schedule: July 1, 2001 – June 30, 2002

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Task 1	XX											
Task 2	XXXXXXXXXXXX											
Task 3		XXXXXXXXXXXXXXXXXXXX										
Task 4						XXXXXXXXXXXXXXXXXXXX						
Task 5	XX											

Budget

Budget Conditions:

1. The indirect rate shall not exceed 25% of direct labor and benefit costs. This rate covers space utilities, miscellaneous copying, telephone, motor pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list shall be reported with the first payment request and shall remain consistent for the life of the grant.
2. Security for performance (retainage) shall be 0% (zero percent.)
3. **Semi-annual progress reports shall be submitted to the Department as outlined in Special Terms and Conditions, and must be accompanied by commensurate payment requests.**
4. A formal amendment is required to increase the state funding or revise the Scope of Work as further defined in the Special Terms and Conditions section of this agreement.
5. For the administration of this agreement, the Recipient shall follow the "Administrative Requirements for Ecology Grants and Loans", July 1995 edition.
6. Ecology forms contained in the "Administrative Requirements for Ecology Grants and Loans" must be used for payment requests, otherwise requests will be returned to the Recipient for submittal on the correct forms.
 - Forms – <http://www.ecy.wa.gov/biblio/91018A.html>
 - Yellow Book - <http://www.ecy.wa.gov/biblio/91018.html>
7. **Expenditure Budget: (for Recipient reporting and Ecology tracking purposes):**

Total Eligible Project Cost:	\$53,000
State Grant Share:	\$26,500
Local Share:	\$26,500

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8. Expenditure Budget: (for information only)

	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Salaries/Benefits	2,384	2,384	2,384	2,384	2,384	11,920
Consultant Services	1,683	7,619	5,427	7,862	15,492	38,083
Supplies						
Communication						
Copying						
Travel						
Equipment						
In-Kind Services						
Indirect	596	596	596	596	613	2,997
TOTAL	4,663	10,599	8,407	10,842	18,489	53,000


CZM 306 Special Terms & Conditions

A. Coastal Zone Management Provisions

1. **Planning Area:** The services under this grant will be provided in connection with and respecting the following areas, herein called the "ADMINISTRATION AREA":

The administration area of the coastal zone management program shall include all those saltwater and tidally influenced shorelines of the state defined in the Shoreline Management Act of 1971, and designated in Chapters 173-18, 173-20, and 173-22 WAC for all the incorporated and unincorporated areas of the city/county, plus those fresh waters which could have a direct and significant impact on coastal waters.

2. **Identification of Project Materials** - All reports, maps, and other documents published as part of this grant agreement shall carry the name of the RECIPIENT, Ecology's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department) and acknowledgment of the source of funding as follows:

County or City Name Grant No. G0200__
Project Title Task Title Task Number Date
 <small>This report was funded in part through a cooperative agreement with the National Oceanic and Atmospheric Administration. The views expressed herein are those of the author(s) and do not necessarily reflect the views of NOAA or any of its sub-agencies.</small>

"This (report, paper, newsletter, etc.) was funded in part through a cooperative agreement with the National Oceanic and Atmospheric Administration."



The National Oceanic and Atmospheric Administration logo must accompany the acknowledgment.

NOTE: If the paper or report is intended for public distribution, the following disclaimer must be included:

"The views expressed herein are those of the author(s) and do not necessarily reflect the views of NOAA or any of its subagencies."

See "Format for Products" under Ecology Provisions, Special Terms and Conditions.

3. **Format for Publications and Brochures:** Any publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in Ecology's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.

4. **Documents:** The Recipient shall provide the Department with copies of all documents produced under the terms of this grant as specified in the Scope of Work.
5. **Project Completion Requirements:** On completion of the project, the Recipient's Project Coordinator shall submit the following information and materials to the Department:
 - a. **Project Completion Report:** The purpose of this report is to document that the project and each of its tasks has been completed. The project completion report contains the following documents:
 - (1) **Summary Account** - The Completion Report must include a brief summary account (approximately 200-300 words) of the work accomplished under the /grant with respect to each of the surveys, studies, plans, and other planning activities listed in the grant or any amendments to that grant. It is also to include a notation of the exhibit or portion thereof containing the project of that work element.
 - (2) **Reports, Maps, Plans, Exhibits, Etc.** - The Completion Report must include a list of all reports, maps, plans, and other documents prepared under this grant, indicating for each whether it is in published or unpublished form as defined in the grant.
 - (3) **Abstract** (if applicable) - Every published report under this grant and any other material which is of exceptional interest, as determined by the Department, must be represented in the Project Completion Report by an abstract on the first page after the cover of the Completion Report. The abstract of each publication must first indicate the outstanding purpose of the publication and then briefly summarize that publication. In addition, the abstract must conform to the format included in subsection (4) below.
 - (4) **Format of Abstract**
 - 1 - Title
 - 2 - Author(s)
 - 3 - Subject
 - 4 - Date
 - 5 - Name of Department and participating localities
 - 6 - Source of Copies
 - 7 - Ecology Project Number
 - 8 - Series Number
 - 9 - Number of Pages
 - 10 - Abstract
 - b. **Submittal of Project Materials:** Three (3) copies of each published report, map, plan, or other documents (work products) prepared under this grant shall be submitted with the Project Completion Report unless otherwise specified in the Scope of Work.
 - c. **Graphic Record Alternative:** With respect to models and certain published maps and plans, such as maps and plans which are colored or are too large to

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fold compactly, it is required only that photographs or photostats of each (in color or black and white), whichever is necessary to show the content of the map, (and at least 8" x 10" in size) be submitted as the graphic record for the project. Each such photograph or photostat shall be legibly identified as to the grant number, title and scale of the original document, the municipality, or area covered, and the report or study to which it relates, and shall contain a notation of the place where the original is located.

- d. Transmittal of Maps, Plans, etc.: The project title, the grant number, the municipality or county, and the report or study to which each map and plan relates shall be indicated on the outside top fold of such map and plan, and all maps and plans transmitted shall be folded to the size of the report project.

6. **Responsibilities of the Project Coordinator:** The Recipient's Project Coordinator shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.
7. **Matching Requirement:** A minimum local match ratio of 1:1 or 50% is required. The match can be in cash (such as paid staff costs) or in-kind (donated) services (such as citizen volunteer time). Any non-federal grant source (which is not already being used as match) can be utilized. This includes grant funding from the Growth Management Act, Centennial Clean Water Fund (CCWF), Flood Control Assistance Account Program (FCAAP), Aquatic Lands Enhancement Account (ALEA), etc. which directly relates to the CZM project. The source of local match must be identified in the application i.e., cash match from the jurisdiction's general fund or in-kind (donated) service(s) (valued at \$12.50 for all services) and the nature of the donated service(s).
8. **Access to Records and Right to Audit**
- a. The Recipient agrees that the Comptroller General of the United States or any of his duly authorized representatives and the Secretary of Commerce or any of his duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this grant, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Recipient involving transactions related to this grant. The Recipient agrees to include the substance of this paragraph into all grants and subcontracts payable from contract funds in whole or in part.
- b. The Recipient agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The Recipient shall refund by check payable to the Department the amount of such reduction of payments under completed or terminated grants.
9. **Maintenance of Records:** All required records shall be maintained until a federal audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of a project, whichever is sooner.
10. **Refund of Payment:** If, through any cause, the National Oceanic and Atmospheric Administration (NOAA) disallows reimbursement to the Department for failure to fulfill

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the grant or stipulations of this grant, the Recipient will reimburse the Department to proportionate amount of the federal share of the total grant funds paid by the Department to the Recipient through this grant, or that portion thereof constituting NOAA reimbursement of state grant funding under the terms of this grant.

11. **Officials Not to Benefit:** No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.
12. **Government Debarment and Suspension:**
 - a. This agreement is subject to Federal Executive Order 12549, "Debarment and Suspension," and 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)." Unless authorized by the Department in writing, a person (as defined at 15 CFR Part 26.105(n)) who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities except to the extent prohibited by law or authorized by the U.S. Department of Commerce.
 - b. Unless the U.S. Department of Commerce authorizes in writing an exception in accordance with 15 CFR Parts 26.215, 26.220, and/or 26.625, the Recipient shall not knowingly do business under this agreement with a person who is debarred or suspended, or with a person who is ineligible for or voluntarily excluded from that agreement. The Recipient shall not renew or extend a subaward (other than no-cost time extensions) with any person who is debarred, suspended, ineligible, or voluntarily excluded, except as provided in 15 CFR Part 26.215.
 - c. Each applicant/bidder for an award/subaward must file Form CD-512 "Certifications Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion -- Lower Tier Covered Transactions and Lobbying," without modification, at the time of application/bid (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the award/subaward Recipient will have a critical influence on or substantive control over the award). Applicants/bidders should review the instructions for certification included in the regulations before completing the certification. The prospective participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Certifications shall be submitted to the Department of Ecology.
13. **Restrictions on Lobbying:** Each bidder/applicant/recipient/ subrecipient of this agreement is generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this award. This agreement is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90).

B. Ecology Provisions

1. Coordination with Ecology's Geographical Information System (GIS)

IF this project involves developing GIS data, the Recipient shall coordinate with Ecology's GIS office in an effort to promote compatibility and to encourage sharing of geospatial data. To facilitate data sharing, the Department utilizes the following standards:

Ecology's GIS Standards	
ESRI's ARC/INFO	Current version
ESRI's ArcView	Current Version
Horizontal Datum	NAD 27
Vertical Datum	NGVD 29
Projection System	Lambert Conic Conformal
Coordinate System	WA State Plane Coordinates
Coordinate Zone	South
Coordinate Units	Feet
Accuracy Standard	+/-40 Feet (1:24,000) minimum accuracy to within a foot of the true North American datum system
Vector Import Format	ArcExport, DLG and/or DXF, shapefiles
Raster Import Format	TIFF, BIL/BIP, RLC, GRID, ERDAS

Whenever possible, the Recipient is encouraged to utilize the standards listed above when compiling data. To discuss the usage of other standards, please contact Joy Denkers, Ecology's GIS Manager at 360 407-7128; Fax: 360 407-6493; E-Mail: iden461@ecy.wa.gov for further data sharing and compatibility information.

The Recipient shall submit copies to Ecology's Project Officer with complete documentation as it relates to all digital data, GIS coverages, shape files, related tables and map products.

2. Quality Assurance / Quality Control (QA/QC) Plan

IF this project involves the collection of environmental measurement data, the Recipient needs to prepare a QA/QC plan to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating this data. The plan shall be conducted in accordance with the DEPARTMENT's Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies, current edition, (Ecology Publication No. 91-16). The plan must describe the monitoring and data quality objectives, procedures, and methodologies which will be used to ensure that all environmental data generated will meet these requirements. The size and

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complexity of the plan should be cost effective and in proportion to the magnitude of the sampling effort. The RECIPIENT may also reference Technical Guidance for Assessing the Quality of Aquatic Environments, February 1994 (Ecology Publication No. 91-78), in developing the plan. The QA/QC report shall be limited to a concise description of the environmental measurement aspects of this project. Ecology's Project Officer shall review and approve this plan prior to initiation of work.

The QA/QC plan may describe the following elements:

- Assumptions that direct the collection and analysis;
- Resources used (such as flights for aerial photos);
- Resource documents that will be consulted;
- Field methods employed;
- Office methods employed;
- Training level of staff involved in data collection and analysis;
- Equipment/materials to be used and accurate calibration assurance.

3. **Administrative Guidelines:** The Recipient shall comply with the Department's current edition of "Administrative Requirements for Ecology Grants and Loans", publication number 91-18. The Recipient shall be responsible for maintaining appropriate financial records throughout the life of the project and in accordance with these guidelines.
4. **Project Completion:** Successful project completion includes Ecology's receipt of all administrative paperwork by the Recipient including:
 - Semi-annual progress reports
 - Semi-annual payment requests
 - Deliverables and final report (the final report can be substituted for the second semi-annual progress report)
 - Office of Minority and Women Business Enterprises' (OMWBE) "Sworn State of Compliance" and "Contractor Participation Report"
 - "Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions and Lobbying", Federal form CD-512
5. **Reimbursement:** Grants are awarded on a reimbursable basis. The Recipient initially pays project costs in full. Upon presentation of a billing to the Department, the Department's share of the project is reimbursed to the Recipient.
6. **Semi-annual Progress Reporting:** Semi-annual reporting requirements begin on the effective date of the agreement. Reports cover the following periods:

Progress Report	Reporting Period	Date Due
2001-2002		
Initial Report	July 1 – December 31	January 20, 2002
Second (final) Report	January 1 – June 30	July 20, 2002

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For timely preparation and review, semi-annual reports need to convey essential information in a simple, concise manner through the use of bulleted summary statements, lists, and tables and include the following:

- a. A comparison of actual accomplishments by task to the objectives established for the reporting period including a description of issues on fisheries resources;
- b. For any work related to GIS, designate data standard utilized and associated data documentation
- c. Status of project schedule
- d. Financial and funds disbursement status
- e. Personnel changes
- f. Any difficulties encountered during the quarter
- g. Anticipated (environmental, recreational, etc.) benefits of the project

A progress report form is available on line at:
<http://www.ecy.wa.gov/programs/sea/grants/czm/forms.html>

*The Project Completion Report can take the place of the second semi-annual report but must be submitted by July 20, 2002. The purpose of this report is to document BY TASK that all aspects of the project have been completed. A satisfactory completion report with one copy (or the number specified in the Scope of Work), plus other documentation as previously listed under paragraph 2 "Project Completion" under Ecology Provisions is required for submittal to the Department for final payment.

7. Minority and Women's Business Participation

Minority and Women's Business Participation. The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

Meeting these goals is voluntary and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.

CZM Grant Agreement No. G02000 48
between the Washington State Department of Ecology and
City of Gig Harbor
Project: Shoreline Master Program Update

2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
 2. The total dollar amount paid to qualified firms under this invoice.
8. **All Writings Contained Herein:** This agreement, the appended "General Terms and Conditions", and the DEPARTMENT'S current edition of "Administrative Requirements for Ecology Grants and Loans", contains the entire understanding between the parties, and there are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the Recipient and Department, and made a part of this agreement.

CZM Grant Agreement No. G02000 48
between the Washington State Department of Ecology and
City of Gig Harbor
Project: Shoreline Master Program Update

IN WITNESS WHEREOF, the parties hereby execute this Grant Agreement:

State of Washington
Department of Ecology

City of Gig Harbor

Gordon White 8/6/01
Gordon White Date

Signature, Authorized Official Date

Program Manager
Shorelands and Environmental
Assistance Program

Print Name of Authorized Official

Approved as to form only by
the Assistant Attorney General

Title of Authorized Official

Federal Identification Number: 91-6001435

(Note: Insert additional signature blocks(s)
and/or pages if more than one signature block
is required).

GENERAL TERMS AND CONDITIONS
Pertaining to Grant and Loan Agreements of
the Department of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations) or OMB Circular A-110 (Uniform Administrative Requirements for Grants & Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations) if the RECIPIENT receives federal funds in excess of \$300,000. The RECIPIENT must forward a copy of the state auditor's audit along with the RECIPIENT response and the final corrective action plan as approved by the SAO to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and certified as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT's request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.
3. Period of Compensation. Payments shall only be made for action of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
4. Final Request(s) for Payment. The RECIPIENT must submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6., herein.
6. Unauthorized Expenditures. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

7. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
8. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.
2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.
3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal

statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. RECYCLED/RECYCLABLE PAPER

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available. At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or

other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, 2002-2007
DATE: AUGUST 20, 2001

INTRODUCTION/BACKGROUND

Local agencies are required to prepare six-year transportation improvement program (TIP) under RCW 35.77.010. State and federal funding for transportation projects are also tied to agency-approved six-year transportation improvement programs. While an agency's TIP represents the anticipated projects over a six year period, the projects undertaken in any given year are subject to the annual budget deliberation process.

The attached Six-Year Transportation Improvement Program for 2002 through 2007 is consistent with the City of Gig Harbor Transportation Plan (December 1994 and Draft 2001), and updates last year's amended TIP to reflect projects anticipated to be completed this year, newly funded projects, those anticipated to carry over into 2002, and the most current cost information. More definitive project information will be developed and available following completion of the Comprehensive Transportation Plan update.

The Grandview Street Improvement Project has been moved ahead on the priority list from last year's TIP in anticipation of the new Gig Harbor Civic Center. This project will reconstruct the existing road and will include minor widening, curbs, gutters, and sidewalk on the west side, storm sewer improvements, asbestos-cement water main replacement, landscaping and architectural street lighting will also be incorporated into the design consistent with the new Civic Center design.

The TIP includes the design and construction of improvements on Franklin Avenue and Prentice Street and the design of improvements on Olympic and 56th Street with construction dates contingent upon successful grant funding.

Miscellaneous projects in the 2002 program will respond to pavement, sidewalk, and storm drainage needs on a prioritized basis depending on location, severity, traffic volumes, safety, and funding.

FISCAL CONSIDERATIONS

Adoption of the Six-Year Transportation Improvement Program does not directly affect the City's finances. The fiscal impacts will be reviewed during the annual budgeting process. Depending upon the availability of funds and other considerations, the Council may elect to fund more or fewer projects, and/or change project priorities.

RECOMMENDATION

Staff recommends that the Council approve the resolution adopting the attached Six-Year Transportation Improvement Program (2002-2007).

**CITY OF GIG HARBOR
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on August 27, 2001, and

WHEREAS, the City SEPA responsible official finds that there will be no significant adverse environmental impacts as a result of adoption or implementation of the Six-Year Transportation Improvement Program,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2002-2007, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit A attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this _____ day of August, 2001

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

From 2002 to 2007

Hearing Date: 8-27-2001

Adoption Date: 8-27-2001

Amend Date:

Resolution No.:

Functional Class	Priority Number	Project Identification					Project Costs In Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only					
		A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)				
		C. Project Title	Federal Funding																						
		D. Street/Road Name or Number	Federal Fund Code							Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds											
E. Beginning MP or road - Ending MP or road	10	11	12	13	14	15	16	17	18	19	20	21													
F. Describe Work to be Done																									
17	1	GRANDVIEW STREET IMP. (Phase 1) Grandview Street from: McDonald Ave. to: Pioneer Ave. Reconstruct Grandview Street to provide two 11 lanes with bike lanes, C&G, and sidewalk on west side only.					03 05 06	P	.17	C G P T W	PE CN	1/1/2002 5/1/2002					20 300	20 300	20 300						No
Totals														320	320	320									
19	2	FRANKLIN AVE./ FULLER ST. IMP (Phase 2) Franklin Avenue / Fuller Street from: Peacock Hill Avenue to: Burnham Drive Provide curbs, gutters, and sidewalks on both sides, storm sewer improvements, water main replacement, and traffic calming features.					03 05	P	0.23	C P T W	PE CN	1/1/2002 5/1/2002					40 100	40 100	40 100						No
Totals														140	140	140									
19	3	PRENTICE STREET IMPROVEMENTS Prentice Street from: Fennimore Street to: Burnham Drive Curbs and gutters on both sides, sidewalk(s), storm sewer improvements, and landscaped planter strip where feasible.					03 05	P	0.30	C P T	PE CN	1/1/2002 5/1/2002					21 130	21 130	21 130					No	
Totals														151	151	21	130								
14	4	OLYMPIC DRIVE/56th STREET IMPROVEMENTS Olympic Drive & 56th Ave. from: 38th Ave to: Point Fosdick Drive Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible.					03 04 06	P	0.49	C P S T G W	PE CN	1/1/2002 5/1/2003	STP(U) STP(U)	105 771	UATA UATA	49 360	6 50	160 1181	160 1181	160 1181					No
Totals												876		409	56	1341	160	1181							

Supersedes previous editions
 E:\STIP\m 2001\STIP 8/20/01

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

From 2002 to 2007

Hearing Date: _____
 Amend Date: _____
 Adoption Date: _____
 Resolution No.: _____

Project Identification							Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
Functional Class	Priority Number	A. Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	RW Required Date (MM/YY)
									Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	5	56th ST. / PT. FOSDICK DR. IMPROVEMENTS 56th Street / Point Fosdick Drive from: Olympic Drive to: Olympic Drive Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on one side, left-turn pockets / landscaped median where feasible.	03 04 05	P	0.55	C P R T W	PE CN	1/1/2002 5/1/2003	STP(U) STP(U)	93 1076	AIP AIP	39 286	10 74	142 1436	142			1436		No
Totals									1169			325	84	1578	142	1436				
16	6	36th St. / Pt. Fosdick Dr. Intersection Improvement Pt. Fosdick Dr. and 36th Street from: Pt. Fosdick Drive to: 36th Street Provide left turn lanes and provide conduit for future signal installation. (Pending WSDOT Narrows Bridge Project)	12 05	P	.1	P T	PE RW CN	1/1/2003 4/1/2003 6/1/2003			WSDOT WSDOT	25 250	10	25 10 250		25 10 250			Yes	
Totals												275	10	285		285				
17	7	38TH AVENUE IMPROVEMENTS 38th Avenue from: City Limits to: 56th Street Complete design, & construct 2- / 3-lane section, w/ left turn pockets, & w/ bicycle lanes, curbs, and gutters on both sides, a landscaped planter strip and sidewalk on the east side only.	03 06 04	P	1.0	C P O G T W	PE CN	1/1/2003 5/1/2004					300 1930	300 1930		300		1930	EA	No
Totals													2230	2230		300	1930			
17	8	Grandview Street (Phase 2) Grandview Street from: Pioneer Ave. to: Stinson Ave. Reconstruct Grandview Street to provide two 11 foot lanes w/ bike lanes, C&G, and sidewalk.	03	P	.2		PE CN	1/1/2003 5/1/2004					50 189	50 189		50		189		No
Totals													239	239		50	189			

Supersedes previous editions

From 2002 to 2007

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: _____ Adoption Date: _____
 Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification					Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only					
		A. Federal Aid No.	B. Bridge No.	Improvement Types	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)				
		C. Project Title	Federal Funding							Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds											
		D. Street/Road Name or Number	Federal Fund Code							Federal	State	State	Local	Total											
E. Beginning MP or road - Ending MP or road	F. Describe Work to be Done	10	11	12	13	14	15	16	17	18	19	20	21												
19	9			01	P	0.59	C S P G T	PE CN	1/1/2003 5/1/2004			PSMP	25	25	25		25	210							No
								Totals					25	210	235		25	210							
16	10			06	S	.04	C G P T W	PE CN	1/1/2003 5/1/2004					6	6		6	15							No
								Totals						21	21		6	15							
00	11			01	P	0.03	P W	PE CN	1/1/2003 5/1/2004					4	4		4	46							No
								Totals						50	50		4	46							
17	12			03 05	P	0.5	C G P S T W	PE CN	1/1/2004 3/1/2005					100	100			100							No
								Totals						450	450			100	350						

Supersedes previous editions

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

From 2002 2007

Hearing Date:

Adoption Date:

Amend Date:

Resolution No.:

Functional Class	Priority Number	Project Identification					Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
		A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)
		C. Project Title	D. Street/Road Name or Number							E. Beginning MP or road - Ending MP or road	F. Describe Work to be Done	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds						
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
17	13	BURNHAM DRIVE IMPROVEMENTS Burnham Drive from: Harborview Drive to: Franklin Avenue Reconstruction, including minor widening, curbs, gutters, sidewalks, storm sewer improvements,	03 05	P	0.28	C P T	PE CN	1/1/2004 5/1/2005						27 202	27 202			27	202		No
Totals													229	229			27	202			
16	14	VERNHARDSEN STREET IMPROVEMENTS Vernhardsen Street from: City Limits to: Peacock Hill Avenue Pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s),	05 07	P	0.34	W	PE CN	1/1/2004 5/1/2005			PSMP	25	16 123	16 148			16	148		No	
Totals												25	139	164			16	148			
16	15	ROSEDALE STREET IMPROVEMENTS (Phase 2) Rosedale Street from: City Limits to: State Route 16 Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes,	03 05	P	0.53	C P T	PE CN	1/1/2005 5/1/2006	STP(U) STP(U)	59 435			10 68	69 503				69 503		No	
Totals											494		78	572				572			
16	16	ROSEDALE STREET IMPROVEMENTS (Phase 3) Rosedale Street from: State Route 16 to: Shirley Avenue Minor widening to provide 2-thru lanes curbs, gutters, storm sewer improvements, bicycle lane and sidewalk on one side, and provisions for landscaping and lighting.	03 05	P	0.34	C P T	PE	1/1/2006	STP(U)	35			5	40				40		No	
Totals											35		5	40				40			

Supersedes previous editions

From 2002 to 2007

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

Hearing Date:

Adoption Date:

Amend Date:

Resolution No.:

Project Identification							Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
Functional Class	Priority Number	A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
		C. Project Title	D. Street/Road Name or Number							E. Beginning MP or road - Ending MP or road	F. Describe Work to be Done	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds							Local Funds
1	2	3			4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
14	17	PT. FOSDICK DR PED IMP PROJECT Point Fosdick Drive from: Harbor County Lane to: 36th Ave. This project will construct approximately 2600 LF of curb, gutter, and sidewalk along the east side of Pt. Fosdick from Harbor County Drive			06	S	0.5	C G P T W	PE CN	1/1/2006 5/1/2006					34 225	34 225				34 225		No
Totals														259	259				259			
19	18	50th Court 50th Court from: Olympic Drive to: 38th Street Construct new two lane roadway with C,G, & S/W.			01	P	.5	S P T	PE CN	1/1/2006 5/1/2007					50 300	50 300				50 300		No
Totals														350	350				350			
16	19	Harborview Drive Imp Project from: North Harborview to: Burnham Drive Reconstruct roadway to provide for C,G, & S/W with bike lanes and landscape strips.			03 05 06	P	.30	P S T W	PE CN	1/1/2006 5/1/2007					40 500	40 500				40 500		No
Totals														540	540				540			
16	20	38th / HUNT STREET (Phase 1) 38th Ave. & Hunt Street from: Skansi Avenue to: 56th Ave. Preliminary design of a 2-3-lane section, w/ median &/or left turn pockets, bicycle lanes, curbs, gutters.			04 07	P	1.0	C S G P T W	PE CN	1/1/2007 5/1/2007			PSMP PSMP	22 124	20 42	42 166				42 166		No
Totals														146	62	208				208		

Supersedes previous editions

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

From 2002 2007

Hearing Date: _____ Adoption Date: _____
 Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification					Project Costs in Thousands of Dollars										Federally Funded Projects Only									
		A. Federal Aid No.		B. Bridge No.		Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						Expenditure Schedule (Local Agency)				Envir. Type	R/W Required Date (MM/YY)			
		C. Project Title		D. Street/Road Name or Number								E. Beginning MP or road - Ending MP or road		F. Describe Work to be Done		Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds			1st	2nd	3rd
		10	11	12	13	14	15	16	17	18	19	20	21													
16	21					01	P	1.0	C P T G	PE	1/1/2006	STP(U)	223	OTHER	228	35	486				486					
CRESCENT VALLEY CONNECTOR Crescent Valley Road from: Crescent Valley Road to: Peacock Hill Avenue Purchase right-of-way, design and construct a 2- / 3-lane road, including paved shoulders, storm											RW	1/1/2006	STP(U)	1637	OTHER	1672	255	3564				250	3564		Yes	
Totals													1860		2150	290	4300				4300					
17	22					01	P	0.91	P W	PE	1/1/2007			OTHER	75		75						75		No	
NORTH-SOUTH CONNECTOR (Swede Hill Road) Swede Hill Road from: Burnham Drive to: Borgen Blvd. Corridor preservation for north-south circulation & access in the Gig Harbor North area.															75		75					75				
Totals															75		75					75				
17	23					01	P	0.5	C P O T G W	PE	1/1/2007	STP(U)	610	UATA	745	45	1400						1400		Yes	
HUNT ST XING OF SR-16 KIMBALL DR EXT. from: 38th Avenue to: Kimball Drive Design, purchase right-of-way, and construct a 2- lane undercrossing or SR-16.											RW	5/1/2007	STP(U)	649	UATA	801	50	1500					1500			
Totals											CN	5/1/2007	STP(U)	4120	UATA	5152	303	9575					9575			
Totals													5379		6698	398	12475				12475					
00	24					01	P	0		AL	5/1/2002					135	135	10	10	10	105			No		
STREET LIGHTS Minor and Collector Arterials from: Various Locations to: Various Locations Install underground power and street lights in conformance with the City's Design Guidelines to											L															
Totals																	135	135	10	10	10	105				

Supersedes previous editions



Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

From 2002 to 2007

Hearing Date:

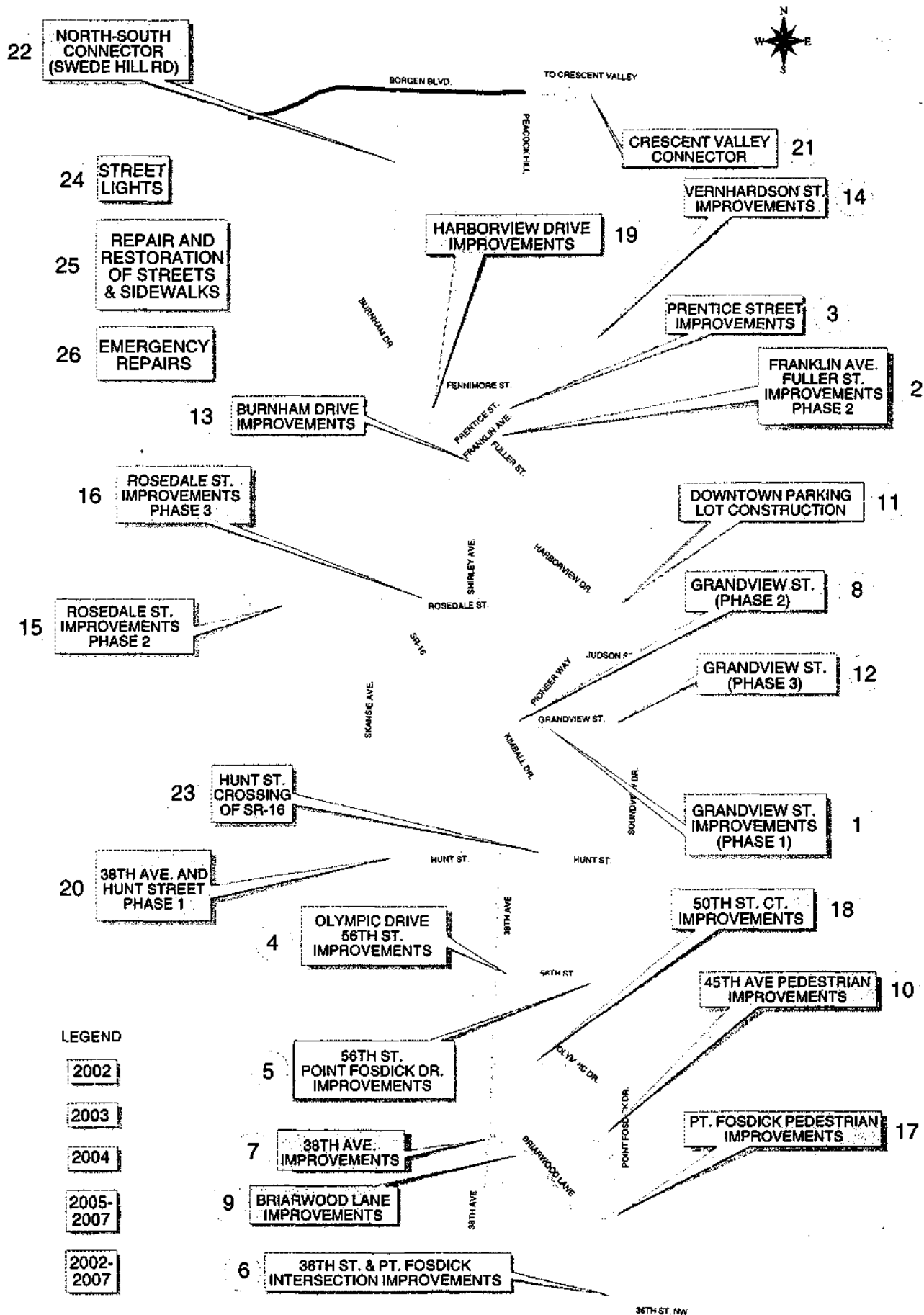
Adoption Date:

Amend Date:

Resolution No.:

Functional Class	Priority Number	Project Identification					Project Costs In Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only					
		A. Federal Aid No.	B. Bridge No.		Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)			
		C. Project Title	D. Street/Road Name or Number								E. Beginning MP or road - Ending MP or road		F. Describe Work to be Done		Federal Funding								State Fund Code	State Funds	Local Funds
		1	2	3		4	5	6	7	8	9	Federal Fund Code	Federal Cost by Phase	12	13	14	15	16	17	18	19	20			
00	25	REPAIR & RESTR. OF STREETS & SIDEWALKS Various Streets from: Various Locations to: Various Locations Miscellaneous street and storm drainage improvements within the public right-of-way.					07	P	0		AL	5/1/2002					400	400	50	60	60	230		No	
										Totals						400	400	50	60	60	230				
00	26	EMERGENCY from: to: Emergency repairs to City streets to restore traffic, and/or safe driving conditions, and/or					07	P			AL	1/1/2002					180	180	20	30	30	100		No	
										Totals						180	180	20	30	30	100				
										Grand Totals for Gig Harbor						9813	10128	7026	26967	863	3517	2633	19954		

Supersedes previous editions



Six Year Transportation Improvement Program 2002 - 2007



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: OPENING OF ERICKSON STREET
DATE: AUGUST 22, 2001

INTRODUCTION/BACKGROUND

On April 18, 2001, the Public Works Department received a letter from Pierce County Fire District Five (FD #5) requesting that the City open the gate on Erickson Street when the construction at Pioneer and Kimball reduced emergency access to downtown Gig Harbor. On Thursday April 19, 2001, Public Works staff opened the gate and secured it in an open position. Public Works staff also placed a notice on a barricade at the gate location specifying the reason for the temporary opening. After investigations by FD #5, the Public Works Department was notified that residents were apparently closing the gate in an effort to restrict traffic down Erickson Street. Again, FD #5 requested that the Public Works Department open the gate to ensure emergency access to the downtown area. On Friday, April 20, 2001, the Public Works staff removed the gate and stored it at the city maintenance yard in response to the request from FD #5.

Fire District #5 originally requested that the gate be opened during the hours that the crews are actively working on Kimball Drive and Pioneer Way. After reviewing the condition of the intersection of Pioneer Way and Kimball Drive as a result of the ongoing construction, I determined that the response time by an emergency vehicle might be compromised responding to an emergency situation where this route would be utilized, even if the crews were not actively working. I called the City Attorney to discuss the situation, and she informed me that if I believed the situation would negatively affect public health and safety, I should take active steps to keep the gate open. This was seen to be the best solution to ensure protection of the public, and to eliminate any possible exposure the City might have to liability. I directed the gate to remain open until the intersection of Kimball and Pioneer was restored to normal operating condition. As a result of the completion of the Kimball Drive construction project, on July 26, 2001, the Public Works crew reinstalled the gate across Erickson Street.

As a result of public comment during the August 13, 2001, City Council meeting, the council directed the Public Works Director and the City Attorney to prepare a recommendation for either the removal of the gate or the continued closure of Erickson Street.

Erickson Street was designed as part of the Spinnaker Ridge PUD on September 1985. As indicated on the approved plat, the street was designed to meet public works standards including a 60-foot wide right-of-way that was dedicated to the City upon completion of the plat. The plat provided no evidence that Erickson was intended to be a dead-end street by providing any widening that would be required for a turnaround facility. It is clear that the roadway was

designed to be consistent with transportation planning methodology that encourages through access be provided when warranted. The design and construction of Erickson Street is equivalent to the City's Public Works Standards for collector arterials.

Erickson Street meets the City's adopted Transportation Comprehensive Plan definition of a collector arterial as a street that connects residential neighborhoods with smaller community centers and facilities as well as access to the minor and principal arterial system, such as the two minor arterials to Erickson Street, Kimball Drive and Soundview Drive.

To date the City of Gig Harbor Police Department has not experienced enforcement issues associated with the gate located on Erickson Street. However, as a public safety policy the police department does not support closures of through public streets that serve areas that require routine patrol and emergency response.

RECOMMENDATION

Based on the current situation with a gate on a public roadway I believe two options exist.

1. The gate on Erickson Street remains in place following an upgrade of the gate to an automatic opening system for emergency vehicle entrance and construction of a turnaround facility that meets current Public Works Standards, and vacation of Erickson Street.
2. The gate is removed from Erickson Street thus opening the roadway from Soundview Drive to Kimball Drive.

As the City Engineer and Traffic Engineer for the City of Gig Harbor my recommendation is to remove the gate on the public roadway. This recommendation is based on sound transportation planning methodology that defines the adequate flow of residential traffic on a clearly defined and recognizable roadway system. Erickson Street was designed, constructed and is currently maintained by the City, to serve as a collector arterial between Kimball Drive and Soundview Drive.



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: JULY INFORMATION FROM PD
DATE: AUGUST 14, 2001

The July activity statistics are attached for your review. A document containing traffic accident information from January 1 through June 30, 2001 was forwarded to you earlier.

The Reserves volunteered 61.5 hours in July. Their duties included patrol and court transports.

The Marine Services Unit logged 75.5 hours of patrol time, 8 hours of maintenance time, and 1 hour of administrative time. The unit responded to 5 dispatched calls, conducted 12 safety inspections, 5 boater assists, and answered 3 boating complaints. They also went on 3 search and rescue callouts.

The bike patrol was active for 12 hours in July. This was mostly in the Olympic Village area for a nighttime juvenile problem that we were able to reduce.

Both new officers are doing well in their Field Training program. Officer Welch has completed his Field Training and will now be working on his own in a patrol capacity.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

July 2001

	<u>July</u> <u>2001</u>	<u>YTD</u> <u>2001</u>	<u>YTD</u> <u>2000</u>	<u>% chg to</u>
CALLS FOR SERVICE	528	3167	2965	+ 06
CRIMINAL TRAFFIC	10	118	97	+ 21
TRAFFIC INFRACTIONS	49	386	475	- 18
DUI ARRESTS	7	68	38	+ 78
FELONY ARRESTS	6	32	48	- 33
MISDEMEANOR ARRESTS	11	109	150	- 27
WARRANT ARRESTS	9	35	38	- 07
CASE REPORTS	110	754	805	- 06
REPORTABLE VEHICLE ACCIDENTS	20	170	137	+ 24

SPINNAKER RIDGE COMMUNITY ASSOCIATION, INC.

August 23, 2001

TO: Mayor Gretchen Wilbert and City Council Members
FROM: John Gorow, President, Spinnaker Ridge Community Association, Inc.
RE: Erickson Street

I see from reading the Gateway, the council is considering whether to remove the gate on Erickson Street. This has caught the Spinnaker Ridge Community Association a little off guard. Last April I talked with the Public Works Director to get information on why the City had opened the gate because I wanted to send out a notice to the Spinnaker Ridge residents. He explained it was because of the work on Kimball. During our discussion, he assured me that he had no desire to permanently open the gates on Erickson Street. Apparently, that has changed.

The Spinnaker Ridge Community Association is adamantly opposed to the removal of the gate on Erickson Street. The Spinnaker Ridge Board of Trustees has asked me to present our reasons to the Mayor and Council.

In March 1985, the preliminary plat approval for Spinnaker Ridge included the provision that Erickson Street be dedicated to the City. In addition, Erickson Street was not to extend through the westerly boundary of the development. In January 1986, the Council passed final plat approval with these provisions. This condition included the phrase "...that at some future date should the City require that the street be extended through, that it be done." Our association does not feel there are conditions that now "require" the street to be extended. In fact, there are many safety issues, and issues that relate to cohesive neighborhoods that indicate the gate not be removed.

Erickson Street bisects the Spinnaker Ridge neighborhood. The gate at the West entrance to Spinnaker Ridge makes Erickson a dead end street from Soundview Avenue through Spinnaker Ridge. For the past 15 years, those purchasing homes in Spinnaker Ridge have done so with the understanding that a through street did not bisect the community. The gate is not locked so emergency vehicles can pass through it.

I would like to describe Spinnaker Ridge for those of you who may not be familiar with our unique community. There are 58 homes in Spinnaker Ridge. Approximately 95% of the residents are retired and senior citizens. Six cul-de-sacs enter into Erickson Street, which is located on a steep hill. There are three short driveways emptying directly onto Erickson. One of these is on a very steep hill. There is one asphalt sidewalk on the South side of Erickson. This sidewalk is away from the street. Drainage ditches run down both sides of Erickson through Spinnaker Ridge. Spinnaker Ridge residents pay for the landscaping along these drainage ditches, which keeps them flowing.

The layout of Spinnaker Ridge is very pedestrian friendly. It allows for a safe flow for the neighbors to visit one another, walk to Soundview and Kimball Avenues, and to stroll

around the community, which is important in this close-knit community. The public also uses this street and the sidewalk as a pedestrian walkway between Soundview and Kimball. It has become a favorite pedestrian route for walkers.

The opening of Erickson would bring many safety issues to the forefront. Increased vehicular traffic will cut our neighborhood in half. Trying to control the speed of vehicles coming down a grade like on Erickson is very difficult. It will be much more difficult for neighbors, many of whom have physical problems, from easily moving around. Those residents living on the North side of Erickson now have no trouble strolling up the street to get to their destination. However, increased traffic will require them to cross a busy street to get to the sidewalk.

Increased traffic will also lead to a very dangerous situation at the intersection of Erickson and Soundview. Presently, it can be very difficult to make a left turn from Erickson. I have no doubt more cars turning onto Soundview at that location will lead to a number of accidents.

Another safety concern we have lies to the West of the present gate. There is no sidewalk past the apartments on Erickson. Beside Spinnaker Ridge residents, I note there are several people who live at Sound Vista Retirement Complex that use MacDonald and Erickson for walking. In addition, there is a children's play area on the apartment grounds near the corner of Erickson and MacDonald. There is no sidewalk or buffer between this play area and the automobile traffic. Increase traffic on Erickson will make these situations even more dangerous.

Gig Harbor is very fortunate. Along Soundview Drive, between Hunt and Grandview Streets, streets on the West side of Soundview are dead end. This provides an opportunity for unique, safe neighborhoods to develop, and not be split by commercial and through traffic.

There is adequate traffic circulation in the area. Hunt and Grandview provide vehicular access to Kimball Avenue. Pioneer provides shorter travel distance to downtown from locations on Kimball than would travel through Spinnaker Ridge. It is the opinion of the Spinnaker Ridge Community Association that any convenience the opening of Erickson may allow, does not compare with the safety issues discussed here.

I recently did a very quick review of some recent writings related to the importance of neighborhoods in a community. In summary, I would just say, the opening of the Erickson Street gate is just the opposite of what many say cities should be doing to encourage the development of healthy and vital neighborhoods. They are seeking ways to close neighborhood streets as a means of preventing crosscut traffic through neighborhoods. At the same time, they want to provide pedestrian access between neighborhoods and commercial areas. Quoting from the draft of the Burlington, Vermont Legacy Project, "...a quality environment - free of heavy traffic, noise, and the fear of crime and violence, with plenty of open space for recreation and community gatherings - is critical to maintaining healthy neighborhoods."

One example is in Tempe, Arizona. They have closed many neighborhood streets to major arterials as a means of preventing crosscut traffic through neighborhoods. They feel this softens the divisive effects of arterial streets on neighborhoods. I have also heard that Seattle has closed some streets because of safety and neighborhood concerns.

We would like to make one comment about the concern that taxpayers have paid for Erickson and so should be able to use it. Anyone can use Erickson Street. It is not a through street (like any other dead end street) for anyone, including Spinnaker Ridge residents. The cost of the section of Erickson through Spinnaker Ridge has been minimal to city taxpayers. The developer built the street and gave it to the city. I do not have the figures, but I would guess that maintenance costs for the street have been minimal. I would question if the street were dedicated to the City today whether it would be accepted. I am sure there would be questions regarding sidewalks, street width, slope of the street, curbs, and lighting.

For all the reasons above, the Spinnaker Ridge Community Association strongly urges the City Council not to make Erickson a through street. The safety concerns alone should influence your decision as to whether or not to open Erickson Street.

Thank you for taking the time to read this. Our neighborhood will continue to work with the City to provide emergency access when needed. If you have any questions, do not hesitate to call me at 853-6568.

Sincerely,

John H. Gorow
President, Spinnaker Ridge Community Association

WADE PERROW
P.O. BOX 1728
GIG HARBOR, WA 98335

Doug Sutherland
Pierce County Executive
930 Tacoma Avenue South
Tacoma, WA 98402

June 5, 1995

RE: East/West Road - Gig Harbor

Dear Doug:

Attached you will find a copy of my letter dated October 27 regarding development of the East/West Road in Gig Harbor as well as responses to that letter dated November 1 from Randy Anderson and November 10 from Thomas Ballard.

In Mr. Ballard's letter it stated "A draft technical memorandum was prepared describing financing sources and identifying those from which funding is most likely." If this information is available, I would appreciate a copy.

As you are well aware as a citizen of the city of Gig Harbor, the traffic passing through the city of Gig Harbor to service northeastern areas of the Gig Harbor peninsula, i.e. Peacock Hill and Crescent Valley, is ever increasing and is placing an enormous burden on the city as well as those that live on this present corridor.

Sufficient time and energy has been spent to date reviewing this matter. It is my hope that I could hear positive results from this effort and the next step to making this project a reality.

Sincerely,

Wade Perrow

Enclosed: October 27 letter from Wade Perrow
November 10 letter from Thomas Ballard
November 1 letter from Randy Anderson

c: Randy Anderson
Thomas Ballard
Mark Hoppen - City of Gig Harbor

Copy to City of G.H.
Att: Ben & Mark



Pierce County

Public Works Department

2401 South 35th Street, Room 150
Tacoma, Washington 98409-7487
(206) 591-7250 • FAX (206) 596-2740

JOHN O. TRENT, P.E.
Director

Thought you
might like to
see this.
Wald

RECEIVED
NOV 14 1994

WADE PERROW CONSTRUCTION, INC.

November 10, 1994

Mr. Wade Perrow
P.O. Box 1728
Gig Harbor, WA 98335

Dear Mr. Perrow:

Thank you for your October 27, 1994 letter to Pierce County Executive Doug Sutherland requesting an update on the Swede Hill Corridor. I share your concerns regarding this project and the real need to keep it moving forward.

Since the Pierce County Council adopted the Swede Hill Corridor in June 1993, County staff has continued the project's development. A major issue surrounding this project has always been identifying mechanisms to fund its construction. Due to this, soon after Council adopted the corridor, we investigated and evaluated all possible construction financing sources. A draft technical memorandum (currently being reviewed and finalized) was prepared describing financing sources and identifying those from which funding is most likely.

In order to further assist the project's development, it has been included in both the County's Annual Road Program and the County's Six-Year Road Program. Both of these documents should be approved and adopted by Council within the next month allowing us to commence work on the preliminary engineering design of the roadway early next year. I also anticipate convening a series of meetings to be attended by project "stakeholders" at that time to open lines of communication between these parties and to form opportunities to cooperatively develop the project. Cooperation between the City of Gig Harbor, private developers, and Pierce County will be essential to ensure the project's successful funding and construction.

Thank you for your comments. If you have any questions, please call me at 591-7250.

Very truly yours,

THOMAS G. BALLARD, P.E.
County Engineer

TGB:PDB:iuh

cc: John O. Trent, P.E., Public Works and Utilities Director
Gary N. Predoehl, P.E., Program Development Manager
Patrick D. Baughman, P.E., Transportation Engineering Supervisor
file



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Pierce County

Public Works and Utilities

JOHN O. TRENT, P.E.
Director

Transportation Services

2401 South 35th Street, Room 150
Tacoma, Washington 98409-7485
(206) 591-7250 • FAX (206) 596-2740

November 1, 1994

Mr. Wade Perrow
PO Box 1728
Gig Harbor, WA 98335

Re: Swede Hill Corridor
CRP 5435

Dear Mr. Perrow:

This is in response to your letter dated October 27, 1994, concerning the Swede Hill Corridor. This project has been included in the County's 1995 Annual Road Program and is funded for preliminary engineering.

The latest Pierce County Council agenda shows that the 1995 Annual Road Program is set for public hearing before the Public Works Committee at 9:00 a.m., on Thursday, November 3, 1994. Any input that you might want to have on this project would be appropriately voiced to the committee at this time.

If you have any additional questions concerning this project, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Randy Anderson".

RANDY A. ANDERSON, P.E.
Engineering Manager

RAA:ef

cc: file
PC\RAA\M5:3



WADE PERROW
P.O. BOX 1728
GIG HARBOR, WA 98335

Doug Sutherland
Pierce County Executive
930 Tacoma Avenue South
Tacoma, WA 98402

October 27, 1994

RE: East/West Road - Gig Harbor

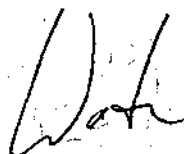
Dear Doug:

Almost a half year has passed since the last hurdle in developing a corridor for the East/West Road was resolved, when the Council Resolution to establish the East/West Road at 112th so planning and pre-design work could begin.

As a strong supporter of the East/West Road in Gig Harbor, I would appreciate an update as to the status of this project and the proposed funding for preconstruction work as well as proposed funding arrangement for the road development phase itself.

I appreciate greatly your help to date in addressing a major issue facing the Gig Harbor Peninsula and look forward to hearing from you regarding the efforts the County is taking to carry out the wishes of the citizens.

Sincerely,



Wade Perrow

c: Paul Cyr - Pierce County Council Member
John Trent - Public Works Director
Randy Anderson - Engineering Manager

Also sent to:
Paul Cyr
Ken Madsen
Wendell Brown

**WADE PERROW
P. O. BOX 1728
GIG HARBOR, WA 98335**

COPY

Bill Stoner
Pierce County Council
930 Tacoma Avenue South
Tacoma, WA 98402

April 5, 1994

RE: East/West Road Alternate 3

Dear Mr. Stoner:

Regrettably, as an impacted citizen I will be unable to attend your work session on April 7 as I will be out of town. I am aware that this is not a public input meeting. However, I feel that after two evenings of testimony certain information has come to light that could and should be considered before submitting this ordinance to the full Council.

First, it is regrettable that certain neighborhoods could and would be impacted by the proposed Alternate 3. At the same time it is regrettable that the entire city of Gig Harbor is now providing the major arterial to east Gig Harbor. Given these two concerns, you need to analyze what is correct in the long term growth of Pierce County. As someone mentioned at the hearing on April 4, building the first phase of the east/west road only to Peacock Hill would be like building a second narrows crossing from Kitsap to Vashon and not continuing Vashon to Seattle. Doing what has been planned for over 20 years needs to be done correctly to assure long term flexibility. In considering this matter, many issues raised by the local residents could be dispelled by considering the following items.

- 1) Secure adequate corridor for possible expansion to five lanes; but only develop two travel lanes with a third mid-turn pocket lane where necessary.
- 2) Provide necessary green belts and sound walls to minimize the impact to residents in Woodridge and Harbor Glen. (Over 175 homes along Soundview, Harborview and Stinson would love to have as much buffering as is being proposed in Alternate 3.)
- 3) In this proposed ordinance language requiring the Public Works Department immediately begin the necessary traffic studies required by the Hearing Examiner after he rejected the traffic studies part of the EIS.
- 4) Clearly identify the fact that developers will also pay their fair share for the new road work.

Considerable discussion at the past two meetings has been directed toward the fact a section from Peacock to Crescent Valley known as P9B was deleted from the transportation plan. Most of you remember that this was deleted at the Planning Commission level.

Bill Stoner
April 5, 1994
Page -2-

Due to policies and procedures within Pierce County, the Pierce County Council either had to accept or reject the entire recommendations of the Planning Commission. You as a council member were unable to affect individual projects within the entire transportation plan recommended by Planning Commission. It is my understanding the procedure used today would not allow such inflexibility on the part of the Pierce County Council.

In conclusion, the present traffic through Gig Harbor exceeds 15,000 vehicles a day, 5,000 + going up Peacock Hill and 5,000 + going into Crescent Valley. Over two-thirds of the traffic on City streets is created by County residents. The city and the citizens have been very patient to date. Those citizens in Woodridge similar to Mr. Rick Williamson, who stated "90 feet of road within 90 feet of his back yard is too close," must realize that over 175 homes along this corridor through Gig Harbor are well within 90 feet. My home is within 30 feet of Harborview Drive where traffic passes en route to Crescent Valley.

The congestion in this part of Gig Harbor is not created by tourists, sight seers, and the like. It is county residents getting to their homes in the east part of the Gig Harbor Peninsula. It is purely the only corridor to east Gig Harbor.

I appreciate the open nature of the public hearings. Also, in light of my absence on April 7 I hope you will consider the input of this letter together with other letters written by myself regarding this much needed, overly delayed road from State Route 16 to east Gig Harbor.

Sincerely,

Wade Perrow

WP:bw

WADE PERROW
P.O. BOX 1728
GIG HARBOR WA 98335

June 3, 1993

Paul Cyr
Pierce County Council
930 Tacoma Avenue South, Room 1046
Tacoma WA 98402

REF: Swede Hill Corridor Study

Dear Paul:

Attached is a letter from Tom Ballard, Pierce County Public Works Department. In the letter he states, "additional traffic studies must be completed as required by the Pierce County Hearing Examiner to establish the segment between Peacock Hill Ave. N.W. and Crescent Valley Dr. N.W." He further goes on to state, "these studies will take place later this year and 1994". Paul, I ask you, the decision of the Hearing Examiner was rendered months and months ago. You're quite aware that the citizens of the city of Gig Harbor wish to get this matter moving ahead expediently. At the present time nothing can happen until this traffic study is completed. I would ask that you please see what can be done to expedite the necessary studies so the project can once again move forward.

Mr. Ballard's letter states, "progress will continue at a rate compatible with the constraints of the requirements prescribed by the process". It is my understanding the constraints presently are additional traffic studies. Until this is done nothing will move forward. Therefore I ask that you help in any way possible.

Sincerely yours,

Wade Perrow

cc: Mayor Wilbert, Gig Harbor
Mark Hoppen, City Manager
Ken Matson, County Council



Pierce County

Public Works Department

JOHN O. TRENT, P.E.
Director

2401 South 35th Street, Room 150
Tacoma, Washington 98409-7487
(206) 591-7250 • FAX (206) 596-2740

RECEIVED

June 1, 1993

JUN 02 1993

Wade Perrow
P. O. Box 1728
Gig Harbor, WA 98335

WADE PERROW CONSTRUCTION, INC.

Re: Swede Hill Corridor Study

Dear Mr. Perrow:

Thank you for your letter addressed to Mr. Randy Anderson of my staff. I can see that you are very concerned with the progress that is being made on the project to establish the road corridor.

Sometime in June the Pierce County Public Works Department is expected to be recommending to the County Council a route for the Swede Hill Corridor between State Route 16 and Peacock Hill Avenue Northwest. In order to establish the segment between Peacock Hill Avenue Northwest and Crescent Valley Drive Northwest, additional traffic studies must be completed as required by the Pierce County Hearing Examiner on appeal by the Peninsula Neighborhood Association. Pierce County will proceed with those studies later this year and 1994.

However, I do take exception to your characterization of my activities in moving forward on the project. You are always invited to comment on the project at anytime during the establishment process. Your comments can be addressed to me or focused directly to the County Council.

Rest assured that the Swede Hill project remains a priority with Pierce County, and progress will continue at a rate compatible with the constraints of the requirements prescribed by the process.

Thank you for your continued interest and patience.

Very truly yours,

THOMAS G. BALLARD, P.E.
County Engineer

TGB:cb

cc: Doug Sutherland, County Executive
Paul Cyr, Councilmember
Randy Anderson, Engineering Manager
file



EXHIBIT "A" TO 94-17

**SWEDE HILL INTERCHANGE TO PEACOCK HILL AVENUE NW
ROADWAY CORRIDOR**

Corridor Establishment Report

December 22, 1993

**Prepared for the
Pierce County Council**

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- A. Swede Hill Interchange/Crescent Valley Drive NW Roadway Corridor Study-Draft EIS
- B. Swede Hill Interchange/Crescent Valley Drive NW Roadway Corridor Study-Technical Appendix for the Draft EIS
- C. Swede Hill Interchange/Crescent Valley Drive NW Roadway Corridor Study-Final EIS

I. BACKGROUND

The Gig Harbor Peninsula is experiencing a rapid increase in population growth that is expected to continue in the future. The existing roadway network has proven inadequate to efficiently handle existing traffic generated from this growth, with the resulting peak hour congestion on many of the Peninsula's roads evidence of this inadequacy. This congestion is expected to increase as future growth occurs.

Future growth, as determined from the area's projected land use, includes increased residential and commercial development. Peacock Hill Avenue Northwest, Harbor View Drive and Soundview Drive are expected to experience a large share of the increasingly severe congestion due to the limited vehicular access available to the northeast portion of the Peninsula. (Currently this area can only be accessed via 144th Street Northwest or through the City of Gig Harbor on Harbor View Drive.)

As a way to address this congestion, an east-west corridor has been considered by local transportation officials for several years. On March 6, 1990, the Pierce County Council passed Resolution Number R90-21 declaring the intent of the Council to establish a county road in the North Gig Harbor area and directed the Pierce County Public Works Department to evaluate alternate routes for such an east-west corridor.

In response to Resolution R90-21, and in accordance with RCW 36.81, which sets forth certain procedures for establishment of County roads, the Pierce County Public Works Road Department under the direction of the County Engineer completed the following documents:

1. Swede Hill Interchange/Crescent Valley Drive NW Roadway Corridor
Draft Environmental Impact Statement
April 1991
2. Swede Hill Interchange/Crescent Valley Drive NW Roadway Corridor
Technical Appendix for the Draft Environmental Impact Statement
April 1991
3. Swede Hill Interchange/Crescent Valley Drive NW Roadway Corridor
Final Environmental Impact Statement
August 1991

1 FILE NO. 26A

PROPOSAL NO. 94-17

2 Sponsored by: Councilmember Paul Cyr

3 Requested by: County Executive/Public Works & Utilities Department

4 ORDINANCE NO. 94-17

5 AN ORDINANCE OF THE PIERCE COUNTY COUNCIL ESTABLISHING A NEW COUNTY
6 ARTERIAL ROAD CONNECTING BURNHAM DRIVE NORTHWEST (STATE
7 ROUTE 16/SWEDE HILL INTERCHANGE) TO PEACOCK HILL AVENUE
8 NORTHWEST, SAID ROAD BEING LOCATED IN SECTIONS 30 AND 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., AND IN SECTION 36,
TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M., AND REQUIRING THE
COUNTY ROAD FUND TO PAY ALL COSTS AND EXPENSES.

9 WHEREAS, the Pierce County Council adopted Resolution R90-21 on
10 March 6, 1990 declaring its intention and the public necessity to
11 establish a county road in the North Gig Harbor area; and

12 WHEREAS, the Pierce County Council has been provided a Corridor
13 Establishment Report dated December 22, 1993, including a correctly-
14 prepared map of the road, which map shows the tracts of land over which
15 the road passes, said report containing recommendations as to the
16 necessity of the road connection; and as to the proper terminal points,
17 general course and length thereof; and as to the proper width of
18 rights-of-way therefor; and as to the estimated cost of construction,
19 including all necessary bridges, culverts, clearing, grubbing,
20 drainage, and grading; and such other facts deemed of importance to be
21 considered by the Council; all in accordance with RCW 36.81; and

22 WHEREAS, the Pierce County Council will establish a name for the
23 road by a separate ordinance at a later date; and

24 WHEREAS, the Pierce County Council did fix a time and place for a
25 hearing on the Corridor Establishment Report, and did conduct said
26 hearing, all in accordance with the requirements of RCW 36.81.070; NOW,

27 THEREFORE,

28

WADE PERROW
P. O. BOX 1728
GIG HARBOR WA 98335

Pierce County Public Works Department
2401 South 35th Street, Room 150
Tacoma Washington 98409-7487

June 3, 1993

REF: East West Road

Dear Mr. Ballard:

I'm in receipt of your letter dated June 1st, and I appreciate your response to my letter of May 4th to Randy Anderson.

In your letter you stated that Pierce County will proceed with these studies later this year and in 1994 regarding the segment between Peacock Hill Avenue N.W. and Crescent Valley Drive N.W. My concern is priority #42 of the Pierce County Public Works Road Department scheduling the project for the second quarter of 1993. My concern remains the same, that this project is slipping and the farther it slips the less likely a corridor will be available.

Enclosed you'll find a copy of the local Peninsula Gateway article, dated June 2nd, which discusses the Gig Harbor and Pierce County Council member's meeting last week in Gig Harbor. As Councilman English stated at the meeting the number one priority of the City of Gig Harbor is the east-west road. When asked by Councilman Stoner what was the second priority, Mr. English said, "Well, east number one, west number two." I think Mr. English's statement reflects my concerns as well.

Regarding your statement that you take exception to the characterization of your activities of moving forward on this project. All I can do, Mr. Ballard, is rely on the facts and the facts are that the project is no longer on schedule. It is my true hope and desire that this project listed as priority #42 will get back on track and begin moving forward to conclusion.

I will continue to follow this project with great interest and concern as a citizen of Gig Harbor and Pierce County.

Sincerely yours,

Wade Perrow

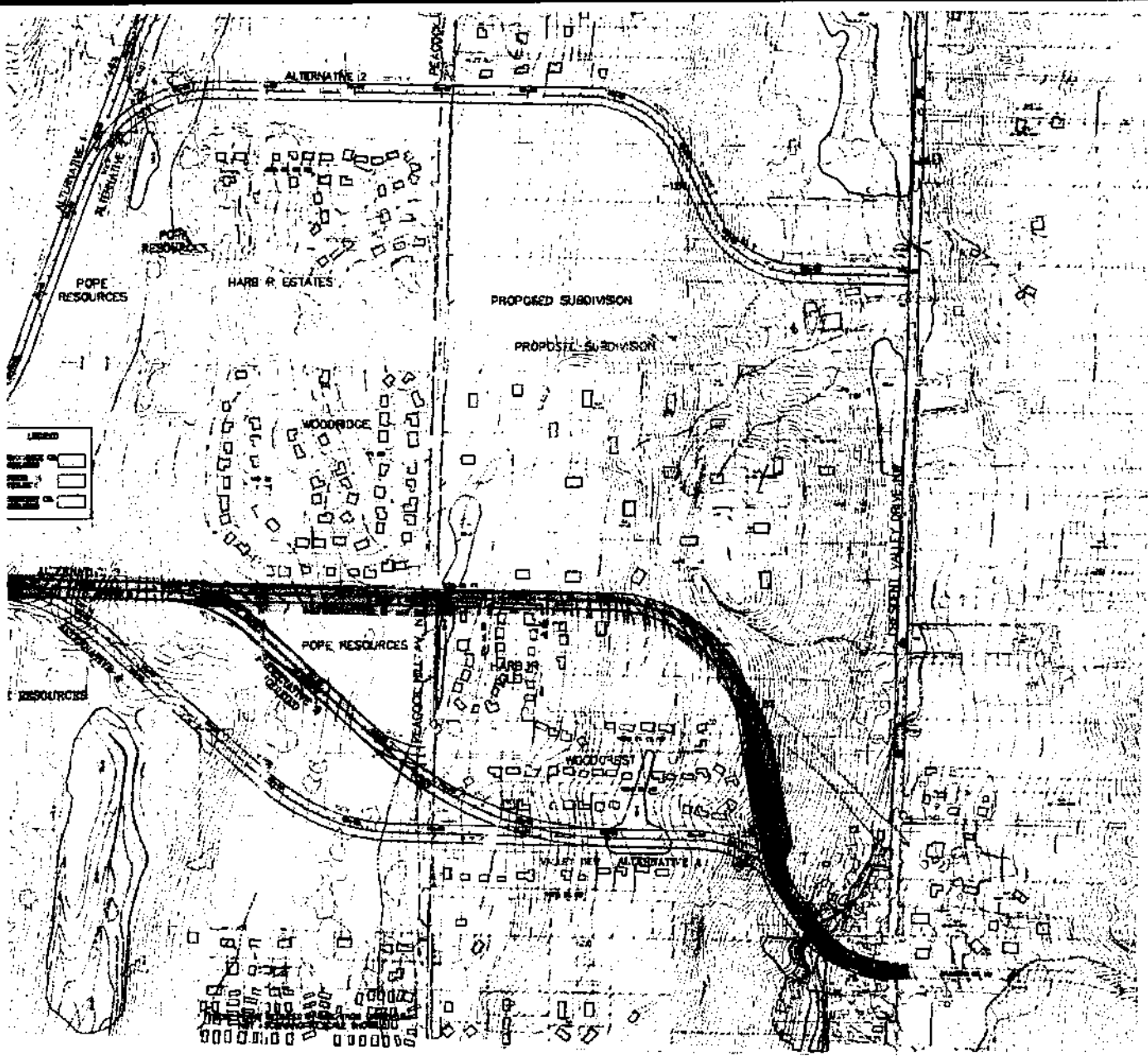
cc: Doug Sutherland - County Executive
Paul Cyr - County Council
Randy Anderson - Engineering Manager
Mayor Wilbert - Mayor of Gig Harbor
Mark Hoppen, City Administrator

EAST/WEST
TO CRESCENT VALLEY

ALT # 3

ALT # 3
MODIFIED





CRP 6071