

Gig Harbor City Council Meeting

**September 24, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 24, 2007 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Sept. 10, 2007.
2. Receive and File: a) Parks CPI Worksession of Sept. 10, 2007
3. 45th Street Pedestrian Improvement Project – Construction Contract Authorization.
4. 45th Street Pedestrian Improvement Project – Materials Testing Services Contract.
5. Benson Street Water Main Materials – Purchase Authorization.
6. Liquor License Renewals: Fred Meyer Marketplace; Gig Harbor 76; Harvester Restaurant; QFC #864; and QFC #886.
7. Approval of Payment of Bills for Sept. 24, 2007:
Checks #55361 through #55490 in the amount of \$582,816.34

OLD BUSINESS:

1. Second Reading of Ordinance – Transfer of Pierce County Right-of-Way.
2. Second Reading of Ordinance – Amendment to Environmental Review (SEPA) Chapter, Chapter 18.04.

NEW BUSINESS:

1. Resolution – Rejecting Comprehensive Plan amendment applications COMP 07-0005 and COMP 07-0006 for processing during the 2007 Comprehensive Plan annual cycle.
2. Public Hearing and Resolution – Six Year Transportation Improvement Plan (TIP).
3. First Reading of Ordinance – Amendment to Public Works Standards – Decorative Traffic Poles and Street Lights.
4. First Reading of Ordinance - Utility Extension - Elimination of Zoning Requirement.
5. Resolution Setting a Public Hearing Date – Prentice Avenue & Benson Street Vacation Request – Todd Block.
6. Resolution Setting a Public Hearing Date – Prentice Avenue & Benson Street Vacation Request – Douglas & Annette Smith.
7. Westside Park Design Services Contract Amendment #1–Hough Beck & Baird Inc.
8. Development Services Process Improvements Contract Amendment.

STAFF REPORT:

1. Burnham/Sehmel Wetlands Study (not linked).

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, October 24th, at 9:00 a.m. in Community Rooms A & B.
2. Planning & Building Committee – Monday, October 1st, at 4:30 p.m.
3. Special Council Meeting/Downtown Business Strategy – Monday, October 1st, at 6:00 p.m.
4. City Council/Parks Commission Joint Worksession – Wednesday, October 3rd, at 6:00 p.m. in Community Rooms A&B.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110 (1)(i).

DJOURN:

WORKSTUDY SESSION: Capital Improvement Plan: Transportation

GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 10, 2007

PRESENT: Councilmembers Ekberg, Young, Conan, Dick, Payne, Kadzik and Mayor Hunter. Councilmember Franich was absent.

CALL TO ORDER: 6:02 p.m.

PLEDGE OF ALLEGIANCE:

RECOGNITION CEREMONY: Gig Harbor Canoe and Kayak Team

Mayor Hunter said that Alan Anderson and the others that help with the group have provided a great activity for our youth. He introduced Alan Anderson, who gave a short introduction of the program and their story of human spirit.

He then invited Katrina Batina, a team member, to continue with a review of the team's season and the story of nine members who competed, and the five that went on to represent the USA in the world championships held in the Czech Republic. Ms. Batina explained that in the small village, Komarno, Slovakia, where they stayed during training, is home to the fastest K-4 athletes. Sprint kayaking is their bread and butter and these athletes were viewed as the town heroes. She concluded by saying that the members of the Gig Harbor Canoe and Kayak Team want to be the hometown heroes by representing Gig Harbor in the sport of Sprint Kayaking.

Mr. Anderson was asked to call out each assistants' and team members' names as Mayor Hunter presented them with recognition medals from the City of Gig Harbor.

Kit Kuhn – 3104 Shyleen Street. Mr. Kuhn spoke about how amazing this program has been, and voiced concern that the City Council doesn't recognize the importance of this program. He asked that Council consider support for this program in any way possible.

Councilmember Kadzik commented that the athletes and the program are a definite asset to the community and that this program is indicative of the people and spirit of this town. It provides a tremendous boost to living in Gig Harbor and they should be proud.

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.30.110(1)(i).

MOTION: Move to adjourn to Executive Session at 6:14 p.m. for the purpose of discussing pending and potential litigation for approximately thirty minutes.

Kadzik / Payne – unanimously approved.

MOTION: Move to return to regular session at 6:45 p.m.

Payne / Conan - unanimously approved.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of August 13, 2007.
2. Receive and File: Boys and Girls Club Work Study Session Minutes - August 13, 2007, and 2008 Budget Calendar.
3. 20-Year TIP – Contract Amendment/HDR.
4. Wollochet Drive Roadway Rehabilitation Project – Bid Award.
5. Wollochet Drive Roadway Rehabilitation Project – Materials Testing Contract.
6. Wetland Review Consultant Services – Grette & Associates.
7. Eddon Boat Remediation Project – Contract Amendment/Anchor Environmental.
8. Permit Coordinator Above Mid-Range Hire.
9. Peninsula Historical Society Easement Agreement.
10. Liquor License Applications: Costco Warehouse; Gig Harbor Farmers Market.
11. Approval of Payment of Bills for Aug. 27th and Sept. 10, 2007:
12. Checks #55116 through #55254 in the amount of \$355,864.09.
Checks #55255 through #55360 in the amount of \$108,566.82.
13. Approval of Payment of Payroll for August:
Checks #4790 through #4850 and direct deposits in the amount of \$495,125.30.

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

OLD BUSINESS:

1. Resolution – Amending Historical Names List – Crescent Cove. Dick Bower, Building Official / Fire Marshal, explained that the applicant was able to work with the Historical Society to show that there has been historical use of the name of Crescent Cove in the area of his development.

MOTION: Move to adopt Resolution No. 723 adding Crescent Cove to the list of historical names.
Payne / Young – unanimously approved.

MOTION: Move to approve the use of “Crescent Cove Place” for the road serving the Crescent Cove project, a four-lot, single-family development.
Payne / Kadzik – unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Transfer of Pierce County Right-of-Way: 36th & Point Fosdick and Peacock & Borgen Blvd. Stephen Misiurak, City Engineer, explained that this ordinance will transfer right of way in two locations in which newly constructed roundabouts are partially located on county property. This would allow the necessary transfer to the city.
Mayor Hunter opened the public hearing at 6:48 p.m. No one came forward to speak and the hearing was closed. He announced that this would return for a second reading at the next meeting.

2. Public Hearing and Resolution – Development Agreement Mallards Landing. Stephen Misiurak presented this resolution to adopt a development agreement as a condition for the owner to participate in a pro rata share of the traffic signal improvements at the intersection of Wagener Way and Wollochet Drive.

Mayor Hunter opened the public hearing at 6:50 p.m. No one came forward to speak and the hearing was closed.

MOTION: Move to adopt Resolution No. 724 authorizing the Mayor to sign a development agreement for the payment of pro-rata share contribution towards the Wollochet Drive/Wagner Way Signal Improvements.
Kadzik / Conan – unanimously approved.

3. First Reading of Ordinance – Amending the Environmental Review (SEPA) Chapter 18.04. Jennifer Kester, Senior Planner, explained that Washington State Legislature has adopted new SEPA Rules and this ordinance will incorporate those changes into the city's code. She said that in addition, this ordinance adds a new SEPA policy to ensure that police services are maintained at acceptable levels through mitigation fees.

Councilmember Young asked if it would be possible to do an analysis of new development to determine the need for additional police services. Mike Davis, Chief of Police, responded that they will do an analysis for new developments. He added that much of the development is commercial in nature which has an immediate impact on resources.

This will return for a second reading at the next meeting.

4. First Reading of Ordinance – Gig Harbor Estates Map Amendment. Cliff Johnson, Associate Planner, presented this ordinance to amend the city's official zoning map to reflect a site-specific rezone of 19.32 acres at the Gig Harbor Estates site, which was approved by the Hearing Examiner on May 29, 2007. He requested that this ordinance be adopted at its first reading as allowed by Ordinance 1088.

MOTION: Move to adopt Ordinance No. 1102 amending the official zoning map to reflect the approved site-specific rezone for Gig Harbor Estates at this first reading.
Dick / Conan – unanimously approved.

5. Public Works Director Position. Rob Karlinsey presented an overview of the Community Development Department function and a proposal to reorganize the department by replacing the Community Development Director with a Public Works Director position that would oversee engineering and operations. He continued to propose the elimination of the Director of Operations position through attrition and

create an Assistant City Administrator position that could be discussed during the 2008 budget process.

MOTION: Move to approve the Public Works Director position and authorize the City Administrator to recruit for and hire the position.
Young / Payne – unanimously approved.

6. Public Hearing on 2007 Comprehensive Plan Amendment Docket. Jennifer Kester explained that this is the first cycle using the new process for review of amendments to the Comprehensive Plan. She gave an overview of the process, explaining that this is the time for Council to decide which amendments should proceed through the process and be forwarded to the Planning Commission. Staff should be directed to prepare a resolution for any applications which Council does not want processed in the 2007 cycle. Ms. Kester then presented information on the five applications on the docket; three requested by the City and two from private developers.

Rob Karlinsey asked that an amendment be made to the Stormwater Capital Facilities Project List to add a Harborview Drive & Austin Street “Fish-Friendly” Box Culvert to the list. The estimated cost is one-half a million dollars and the funding source is through Salmon Recovery Grants and / or Federal Earmarks.

Mayor Hunter mentioned that it has been suggested in previous discussions that the other Austin Culvert could be a ditch-line maintenance culvert for Stormwater runoff that would cost much less than estimated.

Mayor Hunter opened the public hearing at 7:12 p.m.

Carl Halsan – Agent for the Applicant on one of the amendments. Mr. Halsan commented that they have had delays in Comp Plan Amendments over the last few years, and asked Council to allow their proposed amendment to go forward to the Planning Commission for recommendation back to Council. He described the proposal to change the land use designation for property on Grandview Street from Residential Low to Residential Medium, adding that they also submitted a companion rezone tied to a specific project to somewhat limit development options and to alleviate any concerns that this would be an open-ended amendment. He explained that the rezone would allow the developer to build a larger mixed use building, which would be a much better project than if the property were subdivided. He said that currently, the property is surrounded on three sides by much higher zoning. He then commented that he has done several comp plan amendments over the years and that this is a good process to weed out amendments which shouldn't go forward. He asked that Council not “weed out” their request and allow this to proceed to the Planning Commission.

Councilmember Young commented that if this were to be approved this would be an automatic rezone because it would be inconsistent with the Comp Plan and the Hearing Examiner would surely rezone the property. He then asked if it would be a problem to let a Comp Plan Amendment go forward, knowing that there is no sewer capacity.

Carol Morris, City Attorney, said that approving Comprehensive Plans will require you to look at whether the city has adequate infrastructure and capacity. She said that additional capacity is anticipated, but it isn't a guarantee. If a comp plan amendment is approved, the developer will come in with a rezone and one of the things that will be considered is whether there is capacity. Without capacity they cannot approve the rezone and if denied, there is a provision in the code that won't allow them to re-apply for a certain period of time. She cautioned Councilmembers to look at the criteria before sending the Comp Plan Amendments through to the Planning Commission. When the Planning Commission forwards a recommendation back to Council, there is a whole other set of criteria to determine approval. One of those is adequate capacity.

Councilmember Young disagreed, saying that that you are looking for the plan to be consistent and to have adequate infrastructure for what you have planned. Ms. Morris advised him that he may be referring to the old Comp Plan approval procedure. She explained that the new ordinance has a number of criteria that you have to consider before approving the Comp Plan Amendments to go forward.

Councilmember Dick asked for clarification on which factors of the criteria this proposal does not meet. Ms. Kester read the criteria, reinforcing that circumstances have changed that warrant looking at the proposed amendment.

Councilmember Kadzik asked the downside of allowing this proposal to go forward. Ms. Kester responded that given the approval criteria, staff will not be able to recommend approval due to capacity issue at this time. Ms. Morris added that SEPA may not allow approval of the amendment when there is no capacity, and SEPA determination must be done on these Comp Plan Amendments by September 27th. She added that there is nothing to prevent the applicant from reapplying when there is capacity.

Councilmember Young said that he sees no risk in allowing this amendment to go forward because they still have to go through a concurrency process. Their project could be delayed for two years or more, which is a bigger risk than letting it proceed. He asked for further clarification.

Carl Halsan responded that they made application for this Comprehensive Plan Amendment as soon as they could last year and before the new process was in place. He added that they know there is no sewer capacity, but if this can't move forward for that reason, they will be starting from the Comp Plan Amendment point when capacity becomes available rather than at site plan or project approval.

Bill Fogerty – 3614 Butler Drive. Mr. Fogerty said that his home abuts the property in this comp plan amendment. He voiced concern that without enough information on plans on using the property, how Council can give approval. He asked that Council consider the single-family properties when changing the comp plan. He then stressed that this is the first notice he has received, asking how this could be when Mr. Halsan applied back in October. He said that he doesn't "buy into" making these changes without more homeowner input.

Councilmember Young explained that this is the first step in the amendment process and therefore, the first opportunity for public input. He explained that after the Planning Commission reviews an amendment, it returns to Council for decision. There will be plenty of time for public comment.

Mike Paul – 363 7th Lane, Fox Island. Mr. Paul explained that he is one of the owners of the Pioneer / Stinson property. He said that he and his brother have four generations of heritage in Gig Harbor as part of the Finholm Family. He said that they feel this can be an amazing project for the town. He gave a brief history of the original comp plan amendment over three years ago when there was sewer, but they weren't allowed to apply due to the hospital. He described their vision for this important project at the entry of Gig Harbor and then asked for the opportunity to move forward, knowing that there is no sewer capacity. They want to work on the process so that when the time comes there are fewer delays.

There were no further comments and the public hearing closed at 7:33 p.m.

Councilmember Young said that because of repercussions to the property owner, he doesn't want to stop and made the following motion.

MOTION: Move to accept the staff recommendation except for Application COMP-07-0006, and forward that on to the Planning Commission for further review.
Young / Conan -

Councilmember Ekberg asked what would happen regarding the sewer capacity when this reaches the Planning Commission. Ms. Morris responded that they would consider the criteria for approval of comprehensive plan amendments, SEPA recommendations, staff recommendations on concurrency, and GMA requirements regarding concurrency before making a recommendation back to City Council accordingly.

Councilmember Kadzik said that this is where all those things should be considered rather than at the Council level.

Ms. Morris explained that SEPA comes before the hearings. Ms. Kester reinforced this, adding that because of the late filing SEPA will be decided in the next two weeks.

Councilmember Young asked if an amendment with a determination of significance can be removed by the Planning Commission. Ms. Morris responded that yes, the Planning Commission would make a recommendation of denial. She further explained that when the Determination of Significance is issued, the city can contact the applicant to find out if there is anything that they could do to amend the application in order to change the determination. If not possible, the DS would stand and all the comp plan amendments would be delayed until the EIS for the one amendment is completed, because the SEPA threshold has to come first.

Ms. Sitts explained that there are time constraints this year that interfere with an EIS. She said that future cycles will always be August 15th through the last working day in February. That allows several months to deal with SEPA issues and the Planning Commission will have time to deal with recommendations.

After this further explanation, Councilmember Young apologized to the property owner, then withdrew his motion and made another.

MOTION: Move to accept the staff recommendation on forwarding applications to the Planning Commission and direct staff to bring back a resolution for the two that were not forwarded.
Young / Ekberg – unanimously approved.

7. Resolution to Amend Master Fee Schedule – Wetland Reports. Tom Dolan, Planning Director, explained that this is a way to require applicants who submit wetland reports to pay a fee to compensate the city for the amount paid for a consultant to review the reports.

MOTION: Move to adopt Resolution No. 725 amending the Master Fee Schedule by adding fees to fully reimburse the City for the cost of third party review of wetland reports and wetland mitigation reports.
Kadzik / Payne – unanimously approved.

STAFF REPORT:

1. Gig Harbor Police Department – August Report. Chief Davis offered to answer questions on the report.

Rob Karlinsey shared the story of Chief Davis catching two people engaged in a drug deal at the Skatepark while retrieving his uniform from the dry cleaners.

2. Request for Matching Funds – Pierce County Conservation Futures. Rob Karlinsey presented a proposal to purchase property adjacent to City Park at Crescent Creek by applying for a Conservation Futures Grant. He showed photos of the property, and explained that because the deadline to apply for the grant is September 17th he would need Council direction.

Councilmembers discussed the merits of the property and how it could be used by opening up public access and adding a viewing platform.

MOTION: Move to approve a city match of 25%, up to \$75,000, for a Conservation Futures Fund Grant to purchase the property at Crescent Creek.
Young / Ekberg – unanimously approved.

3. Burnham / Sehmel Annexation. Mr. Karlinsey asked Council on how to proceed with funding for a required wetlands analysis for this proposed annexation of 277 acres. He explained that the applicant that initiated the original annexation petition thought it unfair to have to pay for the entire study when City Council required that additional acreage be included. He suggested that Council could share in the cost of the wetlands study.

Councilmember Payne asked that the amount of wetlands that were added at Council's request be identified.

Councilmember Young talked about the significant benefit that would be gained through this annexation by preventing future disagreements with Pierce County. He added that he feels uncomfortable in asking one property owner to pay the entire amount. He suggested that the city pay for the study.

Councilmember Payne agreed, but voiced concern with setting precedence. Mr. Karlinsey agreed to find out more about the location of the wetlands and come back to Council with more information.

PUBLIC COMMENT:

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich asked what is happening on the property next to his on Harborview. He said he wondered if the city had changed height standards, because the beams on the house look out of place and construction has stopped.

Mayor Hunter said that there are height problems with the project. Tom Dolan, Planning Director, suggested that Mr. Bujacich come in and speak with Cliff Johnson regarding the project.

MAYOR'S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

Councilmember Conan said that he attended a ceremony at the location of "Resource International" last Tuesday. This is a non-profit organization that does a lot of work in India and Uganda. He explained that the Ambassador of Uganda came to Gig Harbor to bestow Honorary Consulate status on Bob Goff, founder of the organization. There are several Ugandans living in Gig Harbor and the surrounding areas and so the organization on Rosedale Street has actual Ugandan Consulate powers. He asked that a proclamation recognizing the efforts of Bob Goff and Resource International be added to a future agenda.

Councilmember Payne announced that he would not be attending the Joint Work Session on Monday the 17th, as he will be out of town.

Councilmember Conan said that he too would miss the next few meetings because he is leaving for India and will be back in October.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, September 12th, at 9:00 a.m. in Community Rooms A & B.
2. Finance & Safety Committee – Monday, September 17th, at 4:00 p.m. in Executive Conference Room.
3. City Council/Planning Commission/DRB Joint Worksession – Monday, Sept. 17th, at 5:15 p.m. in Community Rooms A & B.
4. Operations & Public Projects Committee – Thursday, September 20th at 3:00 p.m. in Engineering/Operations Conference Room.

ADJOURN:

MOTION: Move to adjourn at 8:10 p.m.
Conan / Young – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 33
Disk #2 Tracks 1- 8

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

COUNCIL WORK STUDY SESSION
CAPITAL IMPROVEMENT PLAN FOR PARKS
September 10, 2007 8:20 p.m.
Council Chambers

Present: Mayor Hunter, Councilmembers Ekberg, Conan, Dick, Payne and Kadzik.

Staff Present: Rob Karlinsey, David Brereton, Steve Misiurak, and Molly Towslee

Rob Karlinsey, City Administrator, introduced this work study session on parks as the first of three for Capital Improvements. The next sessions are September 24th for Transportation and October 8th for Utilities. He said that the presentation that he prepared summarizes the proposed parks uses and funding sources over the next three years. He said that he had presented this information to the Parks Commission, who was supportive of all projects.

Mr. Karlinsey gave an overview of each project and funding source, asking Council for comments and direction.

Westside Park. There will be an attempt to keep the project costs under \$900,000. Funding sources will be IAC Grants, Park Impact Fees and a General Fund contribution.

YMCA. General Fund Contribution of \$250,000 to be split between 2007 and 2008. Rob said that a contract will come before Council later this year reflecting the 2007 payment.

Harbor History Museum Easement. General Fund Contribution of \$80,000 per year (2008 – 2012).

Skate Park. New play structure and pan/zoom camera. General Fund Contribution of \$29,200 in 2008.

City Park at Crescent Creek. Replace roof and play structure. General Fund Contribution of \$90,000 in 2008.

Eddon Boat Park.

- Boatyard Building Restoration. State Heritage Grant - \$980,000 in 2008.
- Environmental Cleanup. Brown Fields Grants - \$360,000; Seller Escrow Account - \$1,340,000.
- Park Development. Councilmanic Bond Issue: \$140,000 in 2008 and \$500,000 in 2009.
- House Restoration. Heritage Grant - \$200,000 in 2009. Council needs to decide upon the use.

Skansie Brothers Park. Net Shed Museum. General Fund Contribution for structure repairs - \$150,000 in 2008 and State Heritage Grant Funds for museum preparation - \$300,000 in 2010.

Jerisich Dock Summer Moorage Extension. Mr. Karlinsey said that he received quite a bit of positive feedback regarding the temporary dock extension this summer. He received an estimated cost of \$210,000 to permit, place pilings, purchase and install a temporary dock to be in place several months of the year. The money would come from the General Fund Budget.

There was discussion on the merits of leasing the dock rather than purchasing the materials which would require off-season storage. A recommendation was made for staff to look into this option.

Skansie Brothers House Improvements. A Puget Sound Regional Council grant application for \$100,000 to \$300,000 to renovate the house is in process. Council needs to determine a use for the structure.

Austin Estuary Park. Landscaping, Irrigation, Boardwalk and Interpretation. Councilmanic Bond - \$46,000 and General Fund Contribution - \$54,000 for a total of \$100,000 in 2008.

Mr. Karlinsey made a recommendation to keep this park minimal use due to the sensitive nature of the site. He explained that the Kiwanis Club is interested in helping with improvements to the path and / or boardwalk, and the Historical Society would like interpretive signage installed.

Councilmember Payne suggested looking into replanting with native vegetation.

Councilmember Ekberg agreed with the minimal usage. It was suggested that a boardwalk would encourage people to stay on the path.

Wilkinson Farm Park. Barn Improvements: State Heritage Barn Grant - \$200,000 in 2009. Park Development: State IAC Grant - \$450,000 and General Fund Contribution - \$450,000, both in 2010.

Mr. Karlinsey explained that no funds are earmarked for 2008, adding that this site is a prime candidate for the Heritage Barn Grant in 2009 and he would like to apply for the entire one-half million amount the state has budgeted. He said that he placed \$900,000 total in 2010 as a placeholder for park development, hoping for an IAC grant. He asked if Council wanted to leave this amount in the plan to perhaps open up the wetland pond to make it more accessible.

Councilmember Ekberg explained that this was the original intent, with connection to the Cushman Trail. He suggested that a trailhead could be established at the site.

Councilmember Payne asked that the Cushman Trail Design taken to the Parks Commission for consideration. David Brereton said that he would do so.

Councilmember Kadzik asked about the Heritage Barn Grant. He said that he read an article in the newspaper that to date, no one had applied.

Mr. Karlinsey explained that the state has budgeted the funds, and that Lita Dawn Stanton is watching this very closely. As soon as the application process opens she will submit.

Councilmember Dick stressed that Representative Pat Lantz advised him that the city needs to submit an application as soon as possible. Mr. Karlinsey said that he would follow upon this with Ms. Stanton.

Councilmember Kadzik then asked who makes decisions on furnishings at the parks. Mr. Karlinsey said that as a future policy, the Parks Commission will be making recommendations with the input of the Design Review Board, and Council would have the final approval authority.

Crescent Creek West Shore Acquisition. Pierce County Conservation Futures - \$180,000 and General Fund Contribution - \$20,000 both in 2008. Mr. Karlinsey explained that he would adjust the city's contribution to \$75,000 per the motion made during the Council meeting earlier this evening.

Cushman Trail Extension. Phase II Kimball to Borgen Boulevard. Pierce County - \$4,700,000 (being proposed by County Councilmember Terry Lee in 2008) and Councilmanic Bond Issue - \$664,000 in 2008.

Mr. Karlinsey thanked David Brereton for his hard work on this amazing project.

Maritime Pier Dock Improvements. Mr. Karlinsey proposed at \$50,000 placeholder in the General Fund for tenant improvements to the Ancich Dock project. He asked for City Council guidance on whether to move forward.

Wheeler Street End Pocket Park. Park Impact Fees - \$25,000 and City in-kind labor - \$10,000 for a total of \$35,000 in 2009. The effort in 2008 would be to determine legal ownership.

Mr. Karlinsey said that he included a matrix in the packet for 2008 funding sources for parks. He asked if Council wanted to add or delete anything.

Councilmember Dick said that they would need to evaluate other needed city projects before a preliminary decision could be made. Mr. Karlinsey said that this was intended as one portion of the information to be considered. He agreed that after the other work-study sessions are completed, Council would have a better understanding in order to make decisions.

Councilmember Payne stressed that he wants the city to be far more sensitive to ADA accessibility in our parks. He said that there are now play equipment systems that are ADA accessible which are amazing as well as expensive. He said that there is a need for this in our community and suggested placement of such equipment in at least one of our parks.

Councilmember Conan asked about Gig Harbor North. Mr. Karlinsey said that he is hoping that the community will fund and build that park through development trades and negotiations, impact fees, and community groups.

There were no further comments and the work study session adjourned at 8:55 p.m.

Respectfully submitted,
Molly Towslee, City Clerk



Business of the City Council
City of Gig Harbor, WA

Subject: 45th Street Pedestrian Improvement Project (CSP-0402) -- Construction Contract Authorization

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: September 24, 2007

Exhibits: Contract

Initial & Date

Concurred by Mayor: CLA 9/19/07

Approved by City Administrator: PK 9/18/07

Approved as to form by City Atty: CAM 9/17/07

Approved by Finance Director: _____

Approved by Department Head: Dennis 9/14/07

Proposed Council Action: Authorize the award and execution of a construction contract for the 45th Street Pedestrian Improvement Project to Pivetta Brothers Construction, Inc. for their bid in the amount of one hundred ninety-five thousand four hundred sixty-two dollars and fifty cents (\$195,462.50).

Expenditure Required	\$195,462.50	Amount Budgeted	\$300,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

This project provides for construction of the 45th Street Pedestrian Improvement Project (CSP-0402). The work to be completed under this contract generally provides for the construction of new cement concrete sidewalk, curb and gutter, cement concrete driveways and crosswalk, traffic control, and other work, all in accordance with the Contract Plans.

In accordance with the public works process, the City prepared engineered plans and specifications and issued an invitation to bid. Two contractors submitted sealed bids on September 13, 2007. The bid results are shown below. The lowest responsive, responsible bidder was Pivetta Brothers Construction, Inc. in the amount of \$195,462.50.

Low Bidder	Pivetta Brothers Construction, Inc	\$195,462.50
2 nd Low Bidder	Harlow Construction	\$283,205.00

In determining "lowest responsible bidder", in addition to price, the following elements were given consideration by the City:

- a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c) Whether the bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the bidder with laws relating to the contract or services.

The City Engineer's analysis has concluded that Pivetta Brothers Construction, Inc. has satisfied all the above criteria.

FISCAL CONSIDERATION

This project was identified in the City's 2007 Budget under Fund 101 in Objective 16 as 45th Avenue and Briarwood Pedestrian Improvements with a total budget of \$300,000. The Briarwood Pedestrian Improvement Project was completed \$20,000 under budget. Thus, the combined expenditure for both projects exceeds the \$300,000 budget by \$25,000. This overage will be funded from the Street Capital Fund to cover this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the 45th Street Pedestrian Improvement Project to Pivetta Brothers Construction, Inc. in the amount of one hundred ninety-five thousand four hundred sixty two dollars and fifty cents (\$195,462.50).

**CITY OF GIG HARBOR
CONTRACT
FOR
45TH STREET PEDESTRIAN IMPROVEMENT PROJECT
CSP-0402**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2007, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Pivetta Brothers Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of new cement concrete sidewalk, curb and gutter, cement concrete driveways and crosswalk, traffic control, and other work, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "45TH Street Pedestrian Improvement Project, CSP-0402," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of One Hundred Ninety Five Thousand Four Hundred Sixty-Two Dollars and Fifty Cents (195,462.50) (\$ 195,462.50), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within twenty (20) working days.
3. The Contractor agrees to pay the City the sum of approximately \$1,465.97 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2006 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

CONTRACT: 45TH STREET PEDESTRIAN IMPROVEMENT PROJECT (CSP – 0402)

- 6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Charles L. Hunter, Mayor
City of Gig Harbor
Date: _____

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

Pivetta Brothers Construction, Inc.
PO Box 370
Sumner, WA 98390
253-862-7890 FAX 253-470-5008

City Clerk

APPROVED FOR FORM:

City Attorney



Business of the City Council
City of Gig Harbor, WA

Subject: Materials Testing for 45th Street
Pedestrian Improvement
Project
-- Contract Authorization

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: September 24, 2007

Proposed Council Action: Recommend
authorization of the Consultant Services
Contract to Krazan & Associates.

Exhibits: Consultant Services Contract

Concurred by Mayor:

Initial & Date
CLA 9/19/07

Approved by City Administrator:

POK 9/18/07

Approved as to form by City Atty:

Cam 9/17/07

Approved by Finance Director:

Approved by Department Head:

Dave 9/14/07

Expenditure Required	\$2774.00	Amount Budgeted	\$150,000.00	Appropriation Required
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INFORMATION / BACKGROUND

This project provides for the materials testing of the soils, concrete curb, gutter, sidewalk, and asphalt placement of the 45th Street Court Pedestrian Improvement Project.

FISCAL CONSIDERATION

The 2007 Street Operating Fund has allocated \$150,000.00 for this under Objective No. 16.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the execution of the Consultant Services Contract for the 45th Street Court Pedestrian Improvement Project for materials testing to Krazan and Associates, Inc. in the not-to-exceed amount of two thousand seven hundred seventy-four dollars and no cents (\$2,774.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Hwy. 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of the 45th Street Court Pedestrian Improvement Project and desires that the Consultant perform testing and inspection services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated August 30, 2007 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services and Fee**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two thousand seven hundred seventy-four dollars and no cents (\$2,774.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by November 30, 2007; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services and Fee referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work

hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Jeffrey M. Bowers
Construction Services Manager
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Suite 3C
Poulsbo, Washington 98370
(360) 598-2126

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Jeffrey M. Bowers
Construction Services Manager
Krazan & Associates
20714 State Hwy. 305 NE, Suite 3C
Poulsbo, Washington 98370
(360) 598-2126

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING AND INSPECTIONS

August 30, 2007

KA Proposal No. P07-176P

Mr. Jeff Olsen
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: CONSTRUCTION TESTING AND INSPECTION SERVICES
45th Street Court Pedestrian Improvement Project
Point Fosdick Drive Gig Harbor, WA

Dear Mr. Olsen:

We greatly appreciate and thank you for the opportunity to submit this Proposal and Agreement for Testing and Inspection services for the above referenced project at the specified rates as state in the estimated project budget. The following information is an explanation of our role in this project and what Krazan will be responsible for according to the specifications and city requirements. We appreciate the opportunity to work with you on this project, and look forward to working with you on many more projects in the future.

Our proposed scope of services was developed based on the following approach:

- Our role, as we understand it on this project is primarily to provide quality assurance testing of compacted fills, pavements, and concrete on a periodic basis.
- Our technician will perform under the direction of the client's Project Engineer and communicate test results and other quality assurance matters directly with the Project Engineer while on site.
- A written daily field report will be provided to the Project Engineer, on site.
- Test methods and procedures will be performed in accordance with WSDOT standards, or as stipulated in supplemental project specifications.
- Our personnel may, if requested, provide inspection or observation services to support the client's field personnel.
- The amount of time on site would vary from one to several hours per visit, with more than one visit per day, when warranted or directed by the client.
- It is our intention, when possible to utilize an engineering technician who lives in the local area in order to minimize travel costs and response time.

Gravel base course:

- We anticipate that base course and or top course materials compaction will be tested on 3 separate occasions.

Asphalt compaction testing:

- We anticipate that asphalt pavements patching will be placed over the course of one day.
- Our technician will test compaction of pavements during placement in a manner which should facilitate obtaining acceptable compaction tests at the end of the day.

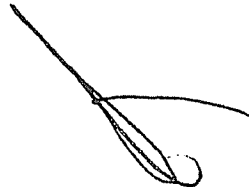
The following items are included as an Attachment:

- Schedule 1- Estimated Project Budget
- Attachment A – Agreement for Professional Services and General Terms and Conditions

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.



Jennifer Doyle
Business Development Coordinator
Peninsula Division



Jonathan Baas
Project Manager
Peninsula Division

Schedule 1:

The fee charges for projects under this Agreement are:

Scope: Testing & Inspection Project Services	UNIT	RATES	Hr./Ea.	Estimated Cost
Soils Compaction Testing (Base / Swale / CB)	12	\$48.00	hr.	\$576.00
Asphalt Compaction Testing	5	\$48.00	hr.	\$240.00
Concrete Testing & Sampling	9	\$48.00	hr.	\$432.00
Project Management	2	\$75.00	hr.	\$150.00
Report Preparation/Processing	1	\$45.00	hr.	\$45.00
Nuclear Densometer Rental/Security Fee	4	\$10.00	ea.	\$40.00
Trip (8 visits)	8	\$30.00	ea.	\$240.00
Concrete Sample Pick Up	3	\$65.00	ea.	\$195.00
Moisture Density Relationship {AASHTO T180 / ASTM D1557}	2	\$180.00	ea.	\$360.00
Soil Sieve Analysis {AASHTO T27}	2	\$85.00	ea.	\$170.00
Concrete Compressive Strength Samples	12	\$18.00	ea.	\$216.00
Asphalt Rice Analysis {AASHTO T209}	1	\$110.00	ea.	\$110.00
TOTAL ESTIMATED PROJECT BUDGET:				\$2,774.00

Notes:

- Prices are subject to change if this Agreement is not executed within thirty (30) calendar days.
- Services will be performed on a “time and materials” basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs.
- Our prices do NOT include “Inspector of Record” responsibilities, project oversight, and or construction management.

Additional services requested in addition to the above will be billed at our current rates. Acceptance of Krazan’s proposal orally or in writing constitutes your agreement of Krazan commencing all work under our standard General Terms and Conditions, attached and incorporated in full by this reference. Please review, sign, and forward all related forms to our office within seven (7) business days. All work is subject to credit approval.



Business of the City Council
City of Gig Harbor, WA

Subject: Purchase Authorization for Benson Street Water Main Materials.

Dept. Origin: Community Development

Prepared by: David Brereton *Dave*
Director of Operations

Proposed Council Action: Authorize purchase of water main materials for the Benson Street water main replacement project to H.D. Fowler Company for their price quotation of ten thousand seven hundred fifty-five dollars and ninety nine cents (\$10,755.99), plus sales tax.

For Agenda of: September 24, 2007

Exhibits: Price Quotation
Initial & Date

Concurred by Mayor: *CLH 9/19/07*
Approved by City Administrator: *Rok 9/18/07*
Approved as to form by City Atty: *NIA cam 9/18/07*
Approved by Finance Director: _____
Approved by Department Head: *Dave 9/18/07*

Expenditure	Amount	Appropriation
Required \$10,755.99	Budgeted \$30,000	Required \$0

INFORMATION / BACKGROUND

An identified Water Objective in the 2007 Budget is the replacement of 500 lf of 4 inch AC water main with 8 inch ductile water main. Price quotations for the materials (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 593). Three price proposals were obtained:

H.D. Fowler Company	\$10,755.99
Ferguson Waterworks	\$10,806.12
United Pipe and Supply Company	\$13,065.86

Work is expected to begin following delivery of the material in October.

FISCAL CONSIDERATION

The material cost is within the \$30,000 that was anticipated in the adopted 2007 budget and as identified under Water Operating, Objective No. 1. City crews will install the water main.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize purchase of water main materials for the Benson Street water main replacement project to H.D. Fowler Company for their price quotation of ten thousand seven hundred fifty-five dollars and ninety nine cents (\$10,755.99), plus sales tax.

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 9/04/07

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20071231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 FRED MEYER STORES, INC.	FRED MEYER #601 5500 OLYMPIC DR BLDG B GIG HARBOR WA 98335 0000	076448	GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE
2 GIG HARBOR GAS & FOOD MART, IN	GIG HARBOR 76 5501 38TH AVE NW GIG HARBOR WA 98335 0000	081604	GROCERY STORE - BEER/WINE
3 HARVESTER GIG HARBOR, INC.	HARVESTER RESTAURANT 5601 SOUNDVIEW DR GIG HARBOR WA 98335 0000	366707	SPIRITS/BR/WN REST LOUNGE +
4 FRED MEYER STORES, INC.	QUALITY FOOD CENTER / QFC #864 5010 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	070236	GROCERY STORE - BEER/WINE
5 FRED MEYER STORES, INC.	QUALITY FOOD CENTER / QFC #886 3110 JUDSON AVE GIG HARBOR WA 98335 0000	362719	GROCERY STORE - BEER/WINE

96





Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance –
Transfer of Right-of-Way from
Pierce County

Proposed Council Action: Approve the
Ordinance as presented at this second reading.

Dept. Origin: Community Development

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

For Agenda of: September 24, 2007

Exhibits: Ordinance, legal descriptions, Pierce
County Agreement to adjust municipal
boundaries

Initial & Date

Concurred by Mayor: *CH 9/18/07*
Approved by City Administrator: *RBK 9/18/07*
Approved as to form by City Atty: *(SM 9/17/07)*
Approved by Finance Director: _____
Approved by Department Head: *Dave 9/17/07*

Expenditure	Amount	Appropriation
Required: \$0	Budgeted: \$0	Required: \$0

INFORMATION / BACKGROUND

The roundabout construction projects for the intersections of Peacock Hill Avenue/Borgen Boulevard and Point Fosdick Drive/36th Avenue required transfer of right-of-way from Pierce County to the City. These boundary adjustments have been agreed upon by both agencies. This Ordinance approves these boundary changes and is necessary for the final approval of the 'Agreement by and Between the City of Gig Harbor and Pierce County to Adjust Municipal Boundaries.' Pierce County recently passed their necessary Resolution to adopt this agreement on August 7, 2007.

The City Attorney has reviewed and approved this agreement.

FISCAL CONSIDERATION

An outstanding \$33,000 payment is due to the City from Pierce County in connection with adoption of this Ordinance.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approve of the Ordinance as presented at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S CORPORATE LIMITS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PIERCE COUNTY FOR THE APPROVAL OF THE TRANSFER OF RIGHT-OF-WAY FROM PIERCE COUNTY FOR THE INTERSECTIONS OF PEACOCK HILL AVENUE AND BORGEN BOULEVARD AND THE INTERSECTIONS OF POINT FOSDICK DRIVE AND 36TH AVENUE, TO THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, revisions of corporate boundaries are authorized by RCW 35A.21.210 and become effective when approved by an ordinance of the City, and by ordinance or resolution of the legislative authority of Pierce County; and

WHEREAS, Pierce County has agreed to share in the local match portion of the state-funded projects to improve the streets to City standards:

The intersections of Peacock Hill Avenue and Borgen Boulevard
The intersections of Point Fosdick Drive and 36th Avenue

WHEREAS, Pierce County will transfer its portion of the right-of-way to the City so that the entire right-of-way for all two intersections will be within the City limits; and

WHEREAS, this transfer is consistent with the policy of the boundary review board that City limits not bisect rights-of-way, and will simplify the budget of the Public Works Department, and

WHEREAS, the City's SEPA Responsible Official determined that adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an Ordinance related to procedures only; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. That the revision of the corporate boundaries to fully include right-of-way for the following streets is hereby approved:

The intersections of Peacock Hill Avenue and Borgen Boulevard
The intersections of Point Fosdick Drive and 36th Avenue

Section 2. That the proper officers of the City are hereby authorized to execute an agreement with Pierce County regarding the improvement and transfer of right-of-way for the streets above-named, for the purpose set forth above, which agreements shall be substantially in the form of the proposed agreements on file in the office of the City Clerk.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 200_.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____

**AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND PIERCE COUNTY
TO ADJUST MUNICIPAL BOUNDARIES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Pierce County, a political subdivision of the State of Washington, hereinafter the "County," for the adjustment of the joint municipal boundaries to move the boundaries from certain roadway centerlines to the edges of the rights-of-way.

DRAFT

WITNESSETH: That,

WHEREAS, RCW 35A.21.210 provides in part that the governing bodies of a County and a code City located therein may by agreement revise any part of the corporate boundary of the City which coincides with the centerline of a road by substituting therefore a right-of-way line of the same road so as fully to include that road segment in the corporate limits of the City; and

WHEREAS, the west leg of 36th Street NW and the south leg of Point Fosdick Drive NW intersection are located in the County, and the east leg of 36th Street NW and the north leg of Point Fosdick Drive NW intersection are within the corporate boundary of the City; and;

WHEREAS, the north leg of Peacock Hill Road NW and the east leg of 112th Street NW intersection are located in the County, and the south leg of Peacock Hill Road NW and the west leg of Borgen Boulevard NW are within the corporate boundary of the City; and

WHEREAS, the City and County wish to revise the City's boundary in the locations described above so as to fully include the entire road rights-of-way within the corporate limits of the City; and

WHEREAS, the City Council has, by Ordinance No. _____ dated _____, 2007, authorized the Mayor to enter into an agreement with the County to adjust the City's corporate boundaries pursuant to RCW 35A.21.210; and

WHEREAS, the County Council has, by Resolution No. _____ dated _____, 2007, authorized the Pierce County Executive to enter into an agreement with the City to adjust the City's corporate boundaries pursuant to RCW 35A.21.210; Now, Therefore,

The County and the City do hereby agree that the City corporate boundaries in these areas should be and by this agreement are revised so as to fully include the rights-of-way described in Exhibits A and B (attached).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

 **DRAFT**

CITY OF GIG HARBOR

PIERCE COUNTY

By _____
Charles L. Hunter, Mayor

By _____
Pierce County Executive

ATTEST:

By _____
City Clerk

By _____
Public Works and Utilities Director

APPROVED AS TO FORM:

By _____
City Attorney

By _____
Deputy Prosecuting Attorney

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

DESCRIPTION OF GIG HARBOR ANNEXATION – PEACOCK HILL

PARCEL A

THAT PORTION OF SECTIONS 29 AND 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEING A 60.00 FOOT WIDE STRIP OF LAND, HAVING 30.00 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE NORTH $01^{\circ} 26' 26''$ EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 30 A DISTANCE OF 165.00 FEET TO THE TERMINUS OF THE CENTERLINE DESCRIBED HEREIN; EXCEPT THE SOUTH 30.00 FEET THEREOF.

PARCEL B

THAT PORTION OF SECTIONS 29 AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

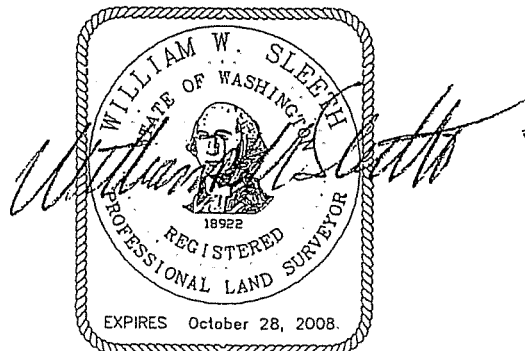
BEING A 60.00 FOOT WIDE STRIP OF LAND, HAVING 30.00 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH $88^{\circ} 17' 44''$ EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 32 A DISTANCE OF 150.00 FEET TO THE TERMINUS OF THE CENTERLINE DESCRIBED HEREIN; EXCEPT THAT PORTION THEREOF WITHIN PEACOCK HILL ROAD.

PARCEL C

THAT PORTION OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH $88^{\circ} 17' 44''$ EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 32 A DISTANCE OF 30.00 FEET; THENCE SOUTH $01^{\circ} 15' 19''$ WEST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $88^{\circ} 17' 44''$ EAST 20.16 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH $01^{\circ} 42' 16''$ WEST, HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ} 26' 58''$ AN ARC LENGTH OF 31.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF PEACOCK HILL ROAD; THENCE NORTH $01^{\circ} 15' 19''$ EAST 20.16 FEET ALONG SAID EASTERLY RIGHT OF WAY TO THE TRUE POINT OF BEGINNING.

2/26/07



DESCRIPTION OF GIG HARBOR ANNEXATION – POINT FOSDICK

PARCEL A

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

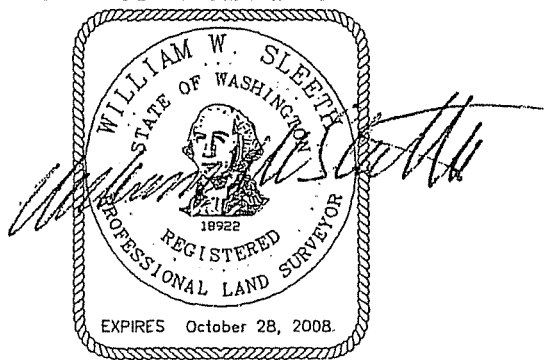
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 01°39'53" EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUATER 1338.34 FEET; THENCE SOUTH 88°20'36" EAST 66.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°39'24" EAST 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 36TH STREET NW; THENCE SOUTH 88°20'36" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 223.02 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 105°17'55" AN ARC LENGTH OF 37.76 FEET; THENCE SOUTH 13°38'31" EAST 88.41 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 36TH STREET NW; THENCE NORTH 88°20'36" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 265.64 FEET; THENCE NORTH 01°39'24" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

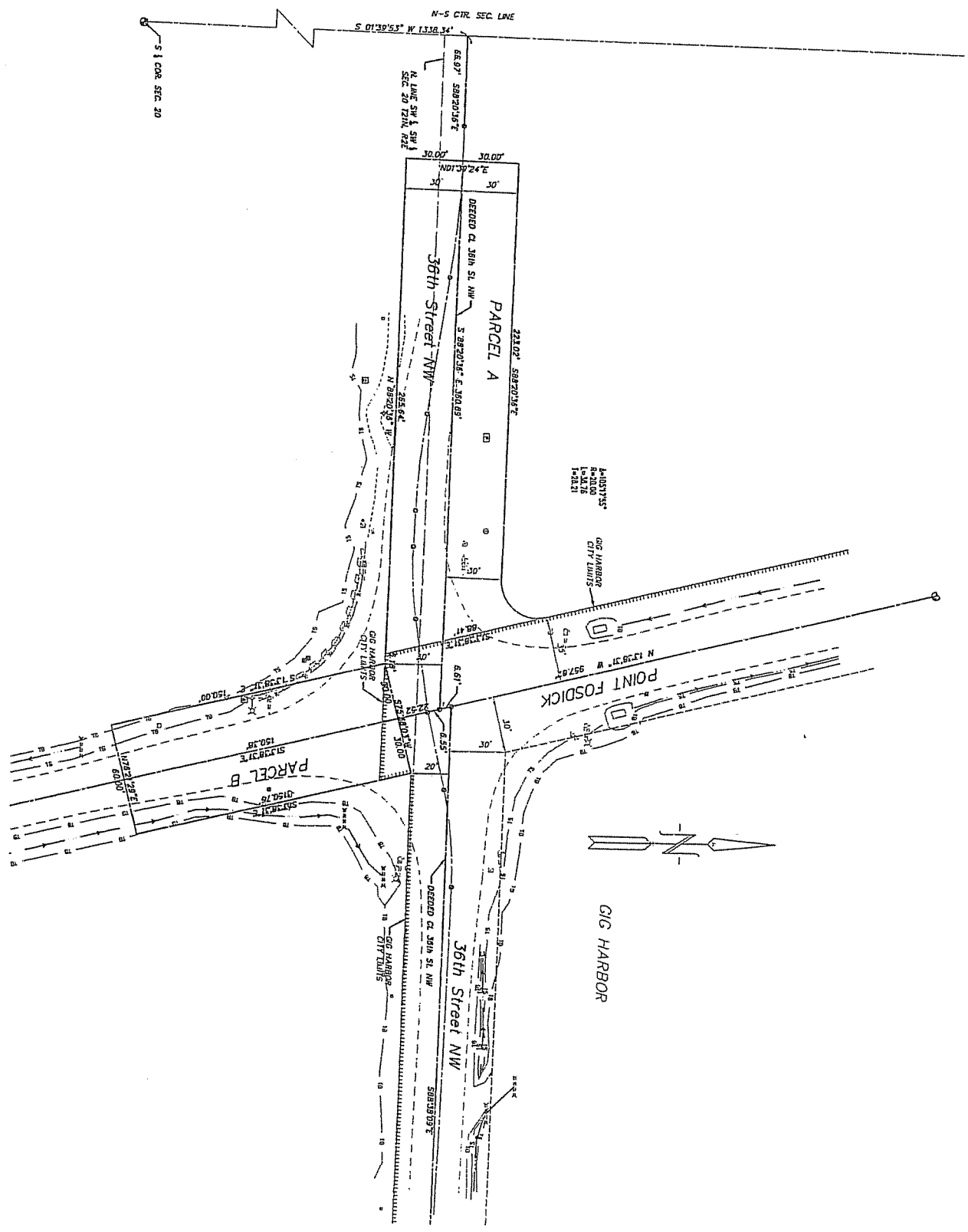
PARCEL B

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 01°39'53" EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUATER 1338.34 FEET; THENCE SOUTH 88°20'36" EAST 360.69 FEET; THENCE SOUTH 13°38'31" EAST 22.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75°38'03" WEST 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF POINT FOSDICK ROAD NW; THENCE SOUTH 13°38'31" EAST ALONG SAID WESTERLY RIGHT OF WAY 150.00 FEET; THENCE NORTH 76°21'29" EAST 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID POINT FOSDICK ROAD NW; THENCE NORTH 13°38'31" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 150.76 FEET; THENCE SOUTH 75°38'03" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

2/26/07







Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance – Amendment to Environmental Review (SEPA) Chapter, Chapter 18.04.

Proposed Council Action: Adopt ordinance at this second reading.

Dept. Origin: Community Development

Prepared by: Jennifer Kester Senior Planner (with signature JK)

For Agenda of: September 24, 2007

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor: (signature) 9/12/07
Approved by City Administrator: (signature) 9/15/07
Approved as to form by City Atty: (signature) 9/13/07
Approved by Finance Director: N/A
Approved by Department Head: (signature) 9/13/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

The Washington State Legislature has adopted new SEPA Rules that have not been incorporated into the City's code chapter on SEPA. This ordinance will amend Chapter 18.04 Environmental Review (SEPA) to incorporate those new Washington State SEPA rules. The amendments modify and add procedures for the review of all SEPA actions, issuance of threshold determinations, preparation of environmental documents, noticing the public and commenting on threshold determinations. In addition, the ordinance adds a new SEPA policy to ensure that police services are maintained at an acceptable level through the adoption of mitigation fees, as provided in RCW 82.02.020.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official has determined that the adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an ordinance relating to procedures only.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee of the Council reviewed the draft ordinance at their meeting of August 6, 2007 and recommended approval of the ordinance.

RECOMMENDATION / MOTION

Move to: Adopt ordinance at this second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE STATE ENVIRONMENTAL POLICY ACT (SEPA), AMENDING THE ENVIRONMENTAL REVIEW (SEPA) CHAPTER TO INCORPORATE NEW SEPA RULES ADOPTED BY THE WASHINGTON STATE LEGISLATURE; ADOPTING NEW PROCEDURES FOR REVIEW OF ALL "ACTIONS" UNDER SEPA, ISSUANCE OF THRESHOLD DECISIONS, PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS, PUBLIC NOTICE AND COMMENT; ADDING A NEW SEPA POLICY TO ENSURE THAT POLICE SERVICES ARE MAINTAINED AT AN ACCEPTABLE LEVEL THROUGH THE ADOPTION OF MITIGATION FEES, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 18.04.010, 18.04.020, 18.04.030, 18.04.040, 18.04.050, 18.04.080, 18.04.090, 18.04.110, 18.04.120, 18.04.140, 18.04.150, 18.04.170, 18.04.180, 18.04.190, 18.04.240, 18.04.260, 18.04.280, 18.04.290 AND 19.04.009(B), ADDING NEW SECTIONS 18.04.053, 18.04.058, 18.04.145, 18.04.160 AND 18.04.210, REPEALING GIG HARBOR MUNICIPAL CODE SECTIONS 18.04.125, 18.04.145, 18.04.160, 18.04.220 AND 18.04.270.

WHEREAS, the Washington State Legislature has adopted new SEPA Rules that have not been incorporated into the City's code chapter on SEPA; and

WHEREAS, the City desires to amend the City's code chapter on SEPA to incorporate new Washington State SEPA Rules; and

WHEREAS, the City desires to add a new SEPA policy to ensure that police services are maintained at an acceptable level through the adoption of mitigation fees; and

WHEREAS, the City's SEPA Responsible Official has determined that the adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an ordinance relating to procedures only; and

WHEREAS, on September 10, 2007, the Gig Harbor City Council held a first reading of this Ordinance; and

WHEREAS, on _____, 2007, this Ordinance was considered by the Gig Harbor City Council in a second reading; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. Section 18.04.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.010 Authority.

The city of Gig Harbor adopts the ordinance codified in this chapter under the State Environmental Policy Act (SEPA), RCW 43.21C.120 and the SEPA rules ~~WAC 197-11-904, chapter 197-11 WAC.~~ This ordinance contains the City's SEPA procedures and policies. The SEPA rules contained in Chapter 197-11 WAC must be used in conjunction with this chapter.

Section 2. Section 18.04.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.020 Adoption by reference.

The city adopts the following sections of Chapter 197-11 WAC, ~~as now existing or hereinafter amended,~~ by reference:

WAC

- 197-11-040 Definitions.
- 197-11-050 Lead agency.
- 197-11-055 Timing of SEPA process.
- 197-11-060 Content of environmental review.
- 197-11-070 Limitations on actions during SEPA process.
- 197-11-080 Incomplete or unavailable information.
- 197-11-090 Supporting documents.
- 197-11-100 Information required of applicants.
- 197-11-158 GMA project review – Reliance on existing plans, laws, and regulations.
- ~~197-11-164 Planned actions – Definition and criteria.~~
- ~~197-11-168 Ordinances or resolutions designating planned actions – Procedures for adoption.~~
- ~~197-11-172 Planned actions – Project review.~~
- 197-11-210 SEPA/GMA integration.
- 197-11-220 SEPA/GMA definitions.
- ~~197-11-225 Purpose, policy applicability and definitions.~~
- 197-11-228 Overall SEPA/GMA integration procedures.
- 197-11-230 Timing of an integrated GMA/SEPA process.
- 197-11-232 SEPA/GMA Integration procedures for preliminary planning, environmental analysis and expanded scoping.
- 197-11-235 Integrating documents.
- 197-11-238 Monitoring.
- 197-11-250 SEPA/Model Toxics Control Act Integration.

- 197-11-253 SEPA lead Agency for MTCA actions.
- 197-11-256 Preliminary evaluation.
- 197-11-259 Determination of nonsignificance and EIS for MTCA remedial actions.
- 197-11-265 Early scoping for MTCA remedial actions.
- 197-11-268 MTCA interim actions.

Section 3. Section 18.04.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.030 Additional definitions.

In addition to those definitions contained within WAC 197-11-700 through 197-11-799 and 197-11-220, when used in this chapter the following terms shall have the following meanings, unless the content indicates otherwise:

A. “Department” means any division, subdivision or organizational unit, or department of the city established by ordinance, rule or order.

B. “Ordinance” or “chapter” means the ordinance, resolution or other procedure used by the City to adopt regulatory requirements.

C. “Early notice” means the City’s response to an applicant stating whether it considers issuance of a determination of significance likely for the applicant’s proposal (mitigated determination of nonsignificance (MDNS) procedures).

~~B~~ D. “SEPA rules” means Chapter 197-11 WAC adopted by the Department of Ecology.

Section 4. Section 18.04.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.040 Designation of responsible official.

A. For those proposals for which the city is a lead agency, the responsible official shall be the planning director ~~or such other person as the director may designate in writing.~~

B. For all proposals for which the city is a lead agency, the responsible official shall make the threshold determination, supervise scoping and preparation of any required environmental impact statement (EIS) and perform any other functions assigned to the lead agency or responsible official by those sections of the SEPA rules that have been adopted by reference in this chapter.

Section 5. Section 18.04.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.050 Lead agency determination and responsibilities.

A. The SEPA responsible official ~~or the department receiving an application for or initiating a proposal that involves a nonexempt action~~

shall determine the lead agency for ~~that~~ any application for or initiation of a proposal that involves a nonexempt action, as provided in under WAC 197-11-050 and WAC 197-11-922 through 197-11-940, unless the lead agency has been previously determined or ~~the department is aware that if~~ another department or agency is in the process of determining the lead agency.

B. When the City is the lead agency for a proposal, the SEPA Responsible Official shall supervise compliance with the necessary threshold determination requirements, and if an EIS is necessary, shall supervise preparation of the EIS.

~~B C.~~ When the city is not the lead agency for a proposal, all departments of the city shall use and consider as appropriate either the determination of nonsignificance (DNS) or the final EIS of the lead agency in making decisions on the proposal. No city department shall prepare or require preparation of a DNS or EIS in addition to that prepared by the lead agency unless the city determines a supplemental environmental review is necessary under WAC 197-11-600 required under WAC 197-11-600. In some cases, the City may conduct supplemental environmental review under WAC 197-11-600.

~~C D.~~ If the city, or any of its departments, receives a lead agency determination made by another agency that appears inconsistent with the criteria of WAC 197-11-253 or WAC 197-11-922 through 197-11-940, it may object to the determination. Any objection must be made to the agency originally making the determination and resolved within 14 fifteen days of receipt of the determination or the city must petition the Department of Ecology for a lead agency determination under WAC 197-11-946 within the 14-day fifteen day time period. Any such petition on behalf of the city may be initiated by the SEPA responsible official or any department.

~~DE.~~ The responsible official Departments of the city are authorized to make agreements as to lead agency status or shared lead agency's duties for a proposal under WAC 197-11-942 and 197-11-944; PROVIDED, that the responsible official and any department that will incur responsibilities as the result of such agreement approve the agreement.

~~EF.~~ The responsible official Any department making a lead agency determination for a private project shall require sufficient information from the applicant to identify other agencies with jurisdiction over the proposal.

Section 6. A new Section 18.04.053 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.053 Transfer of lead agency status to a state agency.

For any proposal for a private project where the City would be the lead agency and for which one or more state agencies have jurisdiction, the City's responsible official may elect to transfer the lead agency duties to a state agency. The state agency with jurisdiction appearing first on the

priority listing in WAC 197-11-936 shall be the lead agency and the City shall be an agency with jurisdiction. To transfer lead agency duties, the City's responsible official must transmit a notice of the transfer together with any relevant information available on the proposal to the appropriate state agency with jurisdiction. The responsible official of the City shall also give notice of the transfer to the private applicant and any other agencies with jurisdiction over the proposal.

Section 7. A new Section 18.04.058 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.058 Additional timing considerations.

A. For nonexempt proposals, the DNS, MDNS or the draft EIS for the proposal shall accompany the City's staff recommendation to the appropriate advisory body, such as the planning commission or the hearing examiner.

B. This subsection applies to those permits that are not subject to the notice of application requirements in Title 19 and RCW 36.70B.110. If the City's only action on a proposal is a decision on a building permit or other license/permit that requires detailed project plans and specifications, the applicant may request in writing that the City conduct environmental review prior to the submission of the detailed plans and specifications.

Section 8. Section 18.04.080 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.080 Categorical exemptions – Adoption by reference.

The city adopts by reference the following rules for categorical exemptions, as supplemented by this chapter, including GHMC 18.04.090 (Use of exemptions) of Chapter 197-11-WAC, as now existing or hereinafter amended, by reference, as supplemented in this chapter:

WAC

197-11-800 Categorical exemptions.

197-11-880 Emergencies.

197-11-890 Petitioning DOE to change exemptions.

Section 9. Section 18.04.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.090 Categorical exemptions – Determination Use of exemptions.

~~A. When the city~~ Each department within the city that receives an application for a license, permit, or, in the case of governmental proposals, a the department initiating a the proposal, the responsible official shall determine whether the license and/or the proposal is exempt from environmental review under this chapter. The department's determination

that a proposal is exempt shall be final and not subject to administrative appeal. If a proposal is exempt, none of the procedural requirements of this chapter shall apply to the proposal. The City shall not require completion of an environmental checklist for an exempt proposal.

B. In determining whether or not a proposal is exempt, the responsible official department shall make certain the proposal is properly defined and shall identify the governmental license or permit required (WAC-197-11-070). If a proposal includes exempt and nonexempt actions, the ~~responsible official~~ department shall determine the lead agency even if the license application that triggers the consideration is exempt.

C. If a proposal includes both exempt and nonexempt actions, the city may authorize exempt actions prior to compliance with the procedural requirements of this chapter, except that:

1. The city shall not give authorization for:

a. Any nonexempt action;

b. Any action that would have an adverse environmental impact;

or

c. Any action that would limit the choice of reasonable alternatives;

2. The city may withhold approval of an exempt action ~~any permit, application or proposal, the basis of which is an exempt action that would lead to modification of the physical environment, when such modification would serve no purpose if the nonexempt actions were not approved; and~~

3. The city may withhold approval of exempt actions ~~any permit, application or proposal, the basis of which is an exempt action that would lead to substantial financial expenditures by a private applicant when the expenditures would serve no purpose if the nonexempt actions were not approved.~~

4. A planned action as defined in RCW 43.21C.031(2) does not require a threshold determination or the preparation of an environmental impact statement under this chapter, but is subject to environmental review and mitigation as provided in this chapter.

Section 10. Section 18.04.110 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.110 Threshold determinations – Environmental checklist.

A. Except as provided in subsection (D) of this section, a ~~A completed environmental checklist (or a copy), in a form provided in WAC 197-11-960,~~ shall be filed at the same time as an application for a permit, license, certificate or other approval not specifically ~~exempted by this chapter,~~ except that a checklist is not needed if the City and applicant agree that an EIS is required, SEPA has been completed, or compliance has been initiated by another agency. ~~The checklist shall be the form of WAC 197-11-960 with such additions that may be required by the responsible official in accordance with WAC 197-11-906(4).~~ The City shall use the

environmental checklist to determine the lead agency, and if the City is the lead agency, for determining the responsible official and for making the threshold determinations.

~~B. A checklist is not needed if the city and the applicant agree an EIS is required, SEPA compliance has been completed, or SEPA compliance has been initiated by another agency or adoption of a previous document.~~

~~B.~~ For private proposals, the applicant is required to complete the environmental checklist. The city may provide assistance as necessary. For city proposals the department initiating the proposal shall complete the environmental checklist for that proposal.

~~DC.~~ The city may decide to require that it, and not the private applicant, will complete all or part of the environmental checklist for a private proposal, if any either of the following occurs:

1. The city has technical information on a question or questions that is unavailable to the private applicant; or

2. The applicant has provided inaccurate information on previous proposals or on proposals currently under consideration.

The applicant shall pay to the city the actual costs of providing the information for the environmental checklist.

D. For projects submitted as planned actions under WAC 197-11-164, the City shall use its existing environmental checklist form or may modify the environmental checklist form as provided in WAC 197-11-315. The modified environmental checklist form may be prepared and adopted along with or as part of a planned action ordinance; or developed after the ordinance is adopted. In either case, a proposed modified environmental checklist form must be sent to the Department of Ecology to allow at least a thirty-day review prior to use.

~~E. The applicant shall pay to the city the actual costs of providing information under subsection (DC)(2) of this section.~~

Section 11. Section 18.04.120 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.120 Threshold determinations— Mitigated DNS

A. As provided in this section and in WAC 197-11-350, ~~t~~The responsible official may issue a determination of nonsignificance (DNS) based on conditions attached to the proposal by the responsible official or on changes to, or clarifications of, the proposal made by the applicant.

B. An applicant may request in writing early notice of whether a DS is likely under WAC 197-11-350. The request must:

1. Follow submission of a permit application and environmental checklist for a nonexempt proposal for which the department is lead agency; and

2. Precede the city's actual threshold determination for the proposal.

~~C. The responsible official's response to the request for early notice shall official should respond to the request for early notice within 15 working days. The response shall:~~

~~1. Be in writing;~~

~~2. State whether the city currently considers issuance of a DS likely and, if so, indicate the general or specific areas of concern that are leading the city to consider a DS; and~~

~~3. State that the applicant may change or clarify the proposal to mitigate the indicated impacts, and may revise the environmental checklist and/or permit application as necessary to reflect the changes or clarifications.~~

~~D. As much as possible, the City should assist the applicant with identification of impacts to the extent necessary to formulate mitigation measures.~~

~~E. When an applicant submits a changed or clarified proposal, along with a revised or amended environmental checklist, the city shall base its threshold determination on the changed or clarified proposal and should make the determination within fifteen days of received the changed or clarified proposal.~~

~~1. If the city indicated specific mitigation measures in its response to the request for early notice, and the applicant changed or clarified the proposal to include those specific mitigation measures, the city shall issue and circulate a determination of nonsignificance (DNS), under WAC 197-11-340(2) if the city determines that no additional information or mitigation measures are required.~~

~~2. If the city indicated areas of concern, but did not indicate specific mitigation measures that would allow it to issue a DNS, the city shall make the threshold determination, issue a DNS or DS as appropriate.~~

~~3. The applicant's proposed mitigation measures, clarifications, changes or conditions must be in writing and must be specific.~~

~~4. Mitigation measures which justify issuance of a mitigated DNS may be incorporated in the DNS by reference to agency staff reports, studies or other documents.~~

~~F. The city shall not act upon a proposal for which a mitigated DNS has been issued until the 14-day comment and public notice period has expired for 14 days after the date of issuance; provided, that the requirements of this section shall not apply to a DNS issued pursuant to the optional DNS process described in GHMC 18.04.123.~~

~~G. Any nonexempt permit or proposal may be conditioned or denied under SEPA, subject to the limitations in WAC 197-11-660 and GHMC 18.04.210.~~

~~H. Mitigation measures incorporated in the mitigated DNS shall be deemed conditions of approval of the licensing permit decision and may be enforced in the same manner as any term or condition of the permit or enforced in any matter specifically prescribed by the city. Failure to comply~~

~~with the designated mitigation measures shall be grounds for suspension and/or revocation of any license issued.~~

H. If the city's tentative decision on a permit or approval does not include mitigation measures that were incorporated in mitigated DNS for the proposal, the city should evaluate the threshold determination to assure consistency with WAC 197-11-340(3)(a) relating to the withdrawal of a DNS.

I. The city's written response under subsection ~~G~~(B) of this section shall not be construed as a determination of significance. In addition, preliminary discussion of clarification or changes to a proposal, as opposed to a written request for early notice, shall not bind the city to consider the clarifications or changes in its threshold determination.

Section 12. Section 18.04.125 of the Gig Harbor Municipal Code is hereby repealed.

Section 13. Section 18.04.140 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.140 EIS – Preparation.

A. Responsible Official's Responsibilities. Preparation of draft and final EISs and SEISs shall be under the direction of the responsible official. Before the city issues an EIS or SEIS, the responsible official shall be satisfied that it complies with this chapter and Chapter 197-11 WAC.

B. The DEIS and FEIS or draft and final SEIS shall be prepared by the City staff, the applicant, or by a consultant selected by the City, as determined by the responsible official. If the responsible official requires an EIS for a proposal and determines that someone other than the City will prepare the EIS, the responsible official shall notify the applicant immediately after completion of the threshold determination. The responsible official shall also notify the applicant of the City's procedure for EIS preparation, including approval of the DEIS and FEIS prior to distribution.

~~BC.~~ Time Limit. Subject to delays caused by the applicant's failure to provide needed information and other delays beyond the city's control, draft and final EISs will be completed within one year of the date of the declaration of significance, unless the city and the applicant agree in writing to a different estimated time period for completion.

~~GD.~~ Requirement for Additional Information. The city may require an applicant to provide additional information which the city does not possess, including information which must be obtained by specific investigations. ~~This provision is not intended to expand or limit an applicant's other obligations under WAC 197-11-100, or other provisions of regulation, statute or ordinance. An applicant shall not be required to produce information under this provision which is not specifically required by this chapter, nor is the applicant relieved of the duty to supply any other~~

information required by statute, regulation or ordinance. The applicant shall not be required to supply information that is not required under this chapter or that is being requested from another agency. (This does not apply to information the City may request under another ordinance or statute.)

DE. Fees.

1. For the purpose of reimbursing the city for necessary costs and expenses relating to its compliance with the SEPA rules and this chapter in connection with private projects, the following schedule of fees are established (in addition to the fees in the city's fee resolution):

a. For a threshold determination which requires information in addition to that contained in or accompanying the environmental checklist, a fee in an amount equal to the actual costs and expenses incurred by the city in conducting any studies or investigations necessary to provide such information;

b. For all private projects requiring an EIS for which the city is the lead agency and for which the responsible official determines that the EIS shall be prepared by the employees of the city, or that the city will contract directly with a consultant or consultants for the preparation of an EIS, a fee in an amount equal to the actual costs and expenses incurred by the city in preparing the EIS. Such fee shall also apply when the city determines that the applicant may prepare the EIS, and the responsible official determines that substantial revisions or reassessing of impacts must be performed by employees of the city to ensure compliance with the provisions of the SEPA guidelines and this chapter.

2. If the responsible official determines that an EIS is required, and that the EIS shall be prepared by employees of the city or by a consultant or consultants retained by the city, or that the applicant-prepared EIS shall be substantially rewritten by employees of the city, the private applicant shall be advised by the responsible official of the estimated costs and expenses of preparing or rewriting the EIS prior to actual preparation or rewriting, and the private applicant shall post a bond or otherwise insure payment of such costs and expenses. A consultant or consultants may be recommended by the applicant. The final decision to hire a consultant or consultant shall be made by the city council.

3. All fees owed the city under this section shall be paid in full by the private applicant prior to final action by the city on the private project. Any fee owed the city under this subsection D shall be paid by the private applicant prior to the initiation of actual preparation of an EIS (if required) or actual rewriting of an applicant-prepared EIS by the city or its consultant(s). For all EISs involving multiple applicants, the cost of preparation shall be divided among the applicants according to the nature, amount and type of work to be performed. The city shall ask the EIS consultant to estimate the costs related to the portion of the EIS associated with each application. The city shall make the final decision on the costs to be billed each applicant, regardless of whether the EIS is

prepared by a consultant or the city. If a private applicant disputes the amount of the fee, the fee may be paid under protest and without prejudice to the applicant's right file a claim and bring an action to recover the fee.

Section 14. Section 18.04.145 of the Gig Harbor Municipal Code is hereby repealed.

Section 15. A new Section 18.04.145 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.145 Additional elements to be covered by EIS.

The following additional elements are part of the environment for the purpose of EIS content, but do not add to the criteria for threshold determinations or perform any other function or purpose under this chapter: economy; social policy analysis and cost-benefit analysis.

Section 16. Section 18.04.150 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.150 EIS—Commenting – Adoption by reference.

The city adopts the following sections of ~~Chapter 197-11 WAC, as now existing or hereinafter amended,~~ by reference as supplemented in this chapter:

WAC

197-11-500 Purpose of this part.

197-11-502 Inviting comment.

197-11-504 Availability and cost of environmental documents.

197-11-508 SEPA register.

197-11-510 Public notice.

197-11-535 Public hearings and meetings.

197-11-545 Effect of no comment.

197-11-550 Specificity of comments.

197-11-560 FEIS response to comments.

197-11-570 Consulted agency costs to assist lead agency.

Section 17. Section 18.04.160 of the Gig Harbor Municipal Code is hereby repealed.

Section 18. A new Section 18.04.160 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.160 Public notice.

A. Whenever possible, the City shall integrate public notice required under this Section with existing notice procedures for the City's nonexempt permit(s) or approval(s) required for the proposal.

B. Whenever the City issues a DNS under WAC 197-11-340(2) or a DS under WAC 197-11-360(3), the City shall give public notice as follows:

1. If public notice is required for a nonexempt permit, the notice shall state whether a DS or DNS has been issued and when comments are due;

2. If an environmental document is issued concurrently with the notice of application, the public notice requirements for the notice of application in RCW 36.70B.110(4) will suffice to meet the SEPA public notice requirements in WAC 197-11-510(1).

3. If no public notice is otherwise required for the permit or approval, the City shall give notice of the DNS or DS by:

a. Posting on the property or publication in the official newspaper of the city of Gig Harbor for site-specific proposals;

b. Mailing to property owners within 300 feet for site specific proposals.

4. Whenever the City issues a DS under WAC 197-11-360(3), the City shall state the scoping procedure for the proposal in the DS as required in WAC 197-11-408 and in the public notice.

C. Whenever a public hearing is held on a nonexempt permit, notice of the threshold determination shall be given. Such notice shall precede the hearing by at least 15 days. Notice will be given as follows:

1. Posting on the property or publication in the official newspaper of the city of Gig Harbor for site-specific proposals;

2. Mailing to property owners within 300 feet for site specific proposals.

D. If a DNS is issued using the optional DNS process, the public notice requirements for a notice of application in RCW 36.70B.110(4) as supplemented by the requirements in GHMC 18.04.123 and WAC 197-11-355 will suffice to meet the SEPA public notice requirements in WAC 197-11-510(1).

E. Whenever the City issues a DEIS under WAC 197-11-455(5) or a SEIS under WAC 197-11-620, notice of the availability of those documents shall be given by:

1. Indicating the availability of the DEIS in any public notice required for a nonexempt license; and the following:

a. Posting on the property or publication in the official newspaper of the city of Gig Harbor for site-specific proposals;

b. Mailing to property owners within 300 feet for site specific proposals.

F. Public notice for projects that qualify as planned actions shall be tied to the underlying permit as specified in WAC 197-11-172(3).

G. The City may require an applicant to complete the public notice requirements for the applicant's proposal at his or her expense.

Section 19. Section 18.04.170 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.170 Designation of official to perform consulted agency responsibilities for the city.

A. The responsible official shall be responsible for preparation of written documents for the city in response to a consultation request prior to a threshold determination, participation in scoping and reviewing of a draft EIS.

B. The responsible official shall be responsible for the city's compliance with WAC 197-11-550 whenever the city is a consulted agency and is authorized to develop operating procedures that will ensure that responses to consultation requests are prepared in a timely fashion and include data from all appropriate departments of the city.

Section 20. Section 18.04.180 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.180 Using existing environmental documents – Adoption by reference

The city adopts the following sections for using and supplementing existing environmental documents prepared under SEPA or National Environmental Policy Act (NEPA) for the City's own environmental compliance of Chapter 197-11 WAC as now existing or hereinafter amended, by reference:

WAC

197-11-164 Planned actions – Definitions and criteria.

197-11-168 Ordinances or resolutions designating planned actions – procedures for adoption.

197-11-172 Planned actions – project review

197-11-600 When to use existing environmental documents.

197-11-610 Use of NEPA documents.

197-11-620 Supplemental environmental impact statements.

197-11-625 Addenda – Procedures.

197-11-630 Adoption – Procedures.

197-11-635 Incorporation by reference – Procedures.

197-11-640 Combining documents.

Section 21. Section 18.04.190 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.190 SEPA decisions – Adoption by reference.

The city adopts the following sections of ~~Chapter 197-11 WAC, as now existing or hereinafter amended,~~ by reference:

WAC

197-11-650 Purpose of this part.

197-11-655 Implementation.

197-11-660 Substantive authority and mitigation.

197-11-680 Appeals.

~~197-11-700 Definitions.~~

Section 22. A new Section 18.04.210 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.210 Substantive authority.

A. The policies and goals set forth in this ordinance are supplementary to those in the existing authorization of the City.

B. The City may attach conditions to a permit or approval for a proposal, so long as:

1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this chapter; and

2. Such conditions are in writing; and

3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and

4. The City has considered whether other local, state, or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and

5. Such conditions are based on one or more policies in subsection (D) of this section and cited in the license or other decision document.

C. The City may deny a permit or approval for a proposal on the basis of SEPA so long as:

1. A finding is made that approving the proposal would result in probable significant adverse environmental impacts that are identified in a FEIS or final SEIS prepared pursuant to this chapter; and

2. A finding is made that there are no reasonable mitigation measures capable of being accomplished that are sufficient to mitigate the identified impact; and

3. The denial is based on one or more policies identified in writing the decision document.

D. The City designates and adopts by reference the following policies as the basis for the City's exercise of authority pursuant to this section:

1. The City shall use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate plans, functions, programs, and resources to the end that the state and its citizens may:

a. fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;

b. Assure for all people of Washington safe, healthful, productive and aesthetically and culturally pleasing surroundings;

c. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;

d. Preserve important historic, cultural and natural aspects of our national heritage;

e. Maintain, wherever possible, an environment which supports diversity and variety of individual choice;

f. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and

g. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources;

2. The City recognizes that each person has a fundamental and inalienable right to a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

3. The City adopts by reference the policies in the following City codes, ordinances, resolutions and plans, as they now exist or may be hereafter amended, as a possible basis for the exercise of substantive SEPA authority in the conditioning or denying of proposals:

a. Chapter 43.21C RCW – State Environmental Policy Act.

b. GHMC Title 5 – Business Licenses and Regulations.

c. GHMC Title 6 – Animals.

d. GHMC Title 8 – Health and Safety.

e. GHMC Title 10 – Vehicles and Traffic.

f. GHMC Title 12 – Streets and Sidewalks.

g. GHMC Title 13 – Water and Sewers.

h. GHMC Title 15 – Buildings and Construction.

i. GHMC Title 16 – Subdivision.

j. GHMC Title 17 – Zoning.

k. GHMC Title 19 – Administration of Development

Regulations.

l. The City of Gig Harbor Comprehensive Plan.

m. The City of Gig Harbor Shoreline Master Program.

n. The City's Six Year Road Program.

o. The City's Comprehensive Water Plan.

p. The City's Comprehensive Sewer Plan.

q. Chapter 18.08 GHMC – Critical Areas.

r. Chapter 18.10 GHMC – Flood Hazard Construction

Standards

r. City of Gig Harbor Public Works Standards.

s. City of Gig Harbor Storm Water Management Ordinance.

t. City of Gig Harbor Concurrency Ordinance.

4. The City establishes the following additional policies:

a. Schools. In order to ensure that adequate school facilities are available to serve new growth and development and to ensure that

new growth and development provides mitigation for direct impacts on school facilities identified by the school district as a consequence of proposed development, the City may impose school mitigation fees, all as provided in RCW 82.02.020.

b. Police. In order to ensure that the City's acceptable level of service for police response is not diminished as a result of new growth and development and to ensure that new growth and development provides mitigation for the direct impacts on the City's Police Department that are identified by the City as a consequence of proposed development, the City may impose Police and Emergency Response mitigation fees, all as provided in RCW 82.02.020.

Section 23. Section 18.04.220 of the Gig Harbor Municipal Code is hereby repealed.

Section 24. Section 18.04.240 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.240 Notice/statute of limitations.

A. The city, applicant for, or proponent of an action may publish a notice of action pursuant to RCW 43.21C.080 for any action.

B. The form of the notice shall be substantially in the form provided by WAC 197-11-990. The notice shall be published by the City Clerk or County Auditor, applicant or proponent, pursuant to RCW 43.21C.080.

Section 25. Section 18.04.260 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.260 Compliance with SEPA Agency Compliance – Adoption by reference-

The city adopts the following sections of Chapter 197-11 WAC, as now existing or hereinafter amended, by reference, as supplemented in this chapter:

WAC

197-11-900 Purpose of this part.

197-11-902 Agency SEPA policies.

197-11-904 Agency SEPA procedures.

197-11-906 Content and consistency of agency procedures.

197-11-908 Critical areas.

197-11-910 Designation of responsible official.

197-11-912 Procedures of consulted agencies.

197-11-914 SEPA fees and costs.

197-11-916 Application to ongoing actions.

197-11-917 Relationship to chapter 197-10 WAC.

197-11-918 Lack of agency procedures.

- 197-11-920 Agencies with environmental expertise.
- 197-11-922 Lead agency rules.
- 197-11-924 Determination the lead agency.
- 197-11-926 Lead agency for governmental proposals.
- 197-11-928 Lead agency for public and private proposals.
- 197-11-930 Lead agency for private projects with one agency with jurisdiction.
- 197-11-932 Lead agency for private projects requiring licenses from more than one agency, when one of the agencies is a county/city.
- 197-11-934 Lead agency for private projects requiring licenses from a local agency, not a county/city, and one or more state agencies.
- 197-11-936 Lead agency for private projects requiring licenses from more than one state agency.
- 197-11-938 Lead agencies for specific proposals.
- 197-11-940 Transfer of lead agency status to a state agency.
- 197-11-942 Agreements on lead agency status.
- 197-11-944 Agreements on division of lead agency duties.
- 197-11-946 DOE resolution of lead agency disputes.
- 197-11-948 Assumption of lead agency status.

Section 26. Section 18.04.270 of the Gig Harbor Municipal Code is hereby repealed.

Section 27. Section 18.04.280 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.280 Fees.

The city shall require fees as provided for under ~~Chapter 3.30 GHMC~~ chapter 3.40 GHMC for its activities in accordance with the provisions of this chapter, as supplemented in this chapter.

Section 28. Section 18.04.290 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.290 Forms – Adoption by reference.

The city adopts the following forms and sections of ~~Chapter 197-11 WAC, as now existing or hereinafter amended,~~ by reference:

WAC

- 197-11-960 Environmental checklist.
- 197-11-965 Adoption notice.
- 197-11-970 Determination of nonsignificance (DNS).
- 197-11-980 Determination of significance and scoping notice (DS).
- 197-11-985 Notice of assumption of lead agency status.

197-11-990 Notice of action.

Section 29. Subsection 19.05.009(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.05.009 Notice of final decision.

* * *

B. In calculating the 120-day period for issuance of the notice of final decision, the following periods shall be excluded:

1. Any period during which the applicant has been requested by the director to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the director notifies the applicant of the need for additional information until the earlier of the date the director determines that the additional information provided satisfies the request for information, or 14 days after the date the additional information is provided to the city;

2. If the director determines that the information submitted is insufficient, the applicant shall be informed of the particular insufficiencies and the procedures set forth in subsection (B)(1) of this section for calculating the exclusion period shall apply;

3. Any period during which an environmental impact statement (EIS) is being prepared pursuant to Chapter 43.21C RCW and GHMC Title 18. The time period for preparation of an EIS shall be governed by GHMC 18.04.140(B) (C);

4. Any period for consideration and issuance of a decision for administrative appeals of project permits, which shall be not more than 90 days for open record appeals and 60 days for closed record appeals, unless a longer period is agreed to by the director and the applicant;

5. Any extension of time mutually agreed to by the director and the applicant.

* * *

Section 30. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 31. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___th day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

FIRST READING:
DATE PASSED:
DATE OF PUBLICATION:
EFFECTIVE DATE:



Business of the City Council
City of Gig Harbor, WA

NBI

Subject: Resolution – Rejecting Comprehensive Plan amendment applications COMP 07-0005 and COMP 07-0006 for processing during the 2007 Comprehensive Plan annual cycle

Proposed Council Action:
Approve resolution rejecting Comprehensive Plan amendment applications COMP 07-0005 and COMP 07-0006 for processing during the 2007 Comprehensive Plan annual cycle

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: September 24, 2007

Exhibits: Resolution; Application materials for comprehensive plan amendments; Memorandum from Cosmopolitan Engineering re: Wastewater Treatment Plant Capacity

Initial & Date

Concurred by Mayor:	<u>CHH 9/17/07</u>
Approved by City Administrator:	<u>RJK 9/14/07</u>
Approved as to form by City Atty:	<u>CAM 9/14/07</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>Dave 9/14/07</u>

Expenditure	Amount	Appropriation
Required	Budgeted	Required
0	0	0

INFORMATION / BACKGROUND

On September 10, 2007, the City Council evaluated the comprehensive plan amendment applications submitted for the 2007 annual cycle, and held a public hearing on such applications. As allowed by GHMC 19.09.130 and GHMC 19.09.140, the Council selected which applications would be forwarded to the Planning Commission to be processed and which applications would not be processed during this cycle.

The 2007 Comprehensive Plan amendment cycle had five applications on the docket. The Council decided to accept three amendments for further processing and reject two amendments for processing during the 2007 Comprehensive Plan annual cycle. Below is a brief description of each application on the docket that the Council decided to reject for this year's cycle:

Application COMP-07-0005: Gig Harbor Wastewater Comprehensive Plan Amendment to Sewer Basin C14

The proposed Comprehensive Plan amendment, requested by PacWest Engineering, would amend text and maps related to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan. This application was deemed incomplete on August 15, 2007 and as of the date of the docket hearing was still incomplete.

Application COMP-07-0006: 3700 Grandview Street Comprehensive Land Use Map Amendment

The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 4.26 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation.

The Gig Harbor Municipal Code requires that the Council's findings and conclusions on any applications that will not be processed during this annual amendment cycle be incorporated into a resolution. Attached for the Council's consideration is such resolution based on the discussion and information presented at the public hearing.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None solicited.

RECOMMENDATION / MOTION

Approve resolution rejecting Comprehensive Plan amendment applications COMP 07-0005 and COMP 07-0006 for processing during the 2007 Comprehensive Plan annual cycle.

**CITY OF GIG HARBOR
RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROPOSED COMPREHENSIVE PLAN AMENDMENTS, REJECTING TWO COMPREHENSIVE PLAN AMENDMENT APPLICATIONS (COMP 07-0005 AND COMP 07-0006) FOR PROCESSING DURING THE 2007 COMPREHENSIVE PLAN ANNUAL CYCLE.

WHEREAS, the Growth Management Act prevents the processing of comprehensive plan amendments more than once a year; and

WHEREAS, the City of Gig Harbor has adopted regulations for the processing of comprehensive plan amendments in chapter 19.09 GHMC; and

WHEREAS, comprehensive plan amendments are discretionary, legislative actions that are not subject to the vested rights doctrine, meaning that any applications submitted prior to the adoption of chapter 19.09 GHMC would be required to comply with the regulations in that chapter; and

WHEREAS, under GHMC 19.09.130 and GHMC 19.09.140, the City Council evaluates the submitted comprehensive plan amendment applications and determines which applications will be processed further during the annual cycle; and

WHEREAS, on September 10, 2007, the City Council evaluated the comprehensive plan amendment applications submitted for the 2007 annual cycle, and held a public hearing on such applications; Now, Therefore,

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

Section 1. The City Council determined that proposed comprehensive plan amendment COMP 07-0006 (3700 Grandview Street), will not be processed during the 2007 annual comprehensive plan amendment cycle. This application requests that the land use designation for the subject property be changed from residential low (RL) to a designation of residential medium (RM), which would increase the potential density and intensity of development of the property.

As a result of the potential for increased density, the staff was required to perform a capacity evaluation. GHMC Section 19.10.005. A report from the City's engineering consultants on the status of the City's Waste Water Treatment Plant (Cosmopolitan Engineering Group dated June 8, 2007) disclosed that the

Plant is at its maximum capacity for the maximum month and peak day flows. As a result of this new information, the City does not have available sewer capacity to serve the subject property even if the property owner were to submit a development application to the City today under the existing comprehensive plan land use designation and zoning. Similarly, the City would have no capacity in the Waste Water Treatment Plant for any development that would allow increased density.

The City's decision to approve or deny a comprehensive plan amendment must be based primarily on consistency with the Growth Management Act and SEPA.

Each city or county planning under the act should analyze what [cumulative effects] are likely to be if the development it anticipates occurs. This analysis should be made as part of the process of complying with the State Environmental Policy Act (SEPA) in connection with comprehensive plan adoption.

WAC 365-195-540. In addition, the Council must consider the criteria in GHMC Section 19.09.130, which requires consideration of new information that was not available during previous annual amendments. In the last amendment to the City's Waste Water Comprehensive Plan or the Land Use Element of the City's Comprehensive Plan, the Council did not know (nor does the Waste Water Comprehensive Plan show) that the available capacity of the Waste Water Treatment Plant would be reserved and/or used by this point in time.

The 2007 comprehensive plan amendment process is scheduled to end with a final decision in December of 2007. If COMP 07-0006 were to be approved, the property owner could submit an application for a rezone in January of 2008. As stated in the June 8, 2007 report, the planned improvements to the City's Waste Water Treatment Plant are not expected to provide available capacity until the end of 2009. Therefore, the City would not be able to issue a rezone to implement this proposed comprehensive plan amendment until (at least) the end of 2009.

Given the lack of concurrency in the City's Waste Water Treatment Plant for any new development applications, the Council believes that a comprehensive plan that would allow additional density (and an increased need for sewer capacity) should not be processed when there is no capacity in the City's WWTP. The applicant is not precluded from re-submitting this application at a later date.

Section 2. The City Council determined that proposed comprehensive plan amendment COMP 07-0005 (Waste Water Comprehensive Plan Amendment to Sewer Basin C14), will not be processed during the 2007 annual

comprehensive plan amendment cycle. This proposed comprehensive plan amendment could amend text and maps related to the Sewer Basin C14, and was deemed incomplete as of August 15, 2007. Although the property owners were notified that the application was incomplete, they did not submit the necessary information to make the application complete on or before September 10, 2007. The applicant is not precluded from submitting a complete application at a later date.

RESOLVED by the City Council this ___ day of _____, 2007.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

Filed with the City Clerk:
Passed by the City Council:
Resolution No.

**Application COMP-07-0005:
Gig Harbor Wastewater Comprehensive
Plan Amendment to Sewer Basin C14**

pl - como 01-003



July 13, 2007

City of Gig Harbor
Planning and Development
3510 Grandview Street
Gig Harbor WA 98335

Dear Ms. Appleton:

This letter is to transmit the attached implementation plan supporting an amendment to the Gig Harbor Wastewater Comprehensive Plan regarding Sewer Basin C14. Based on your comments on the first submittal of the plan we have made the following changes:

- 1) A table identifying the minimum building elevation for each parcel was included with the report.
- 2) Based on the ability to serve the entire basin with gravity sewer and some updated topographical information collected for nearby projects; I have adjusted some of the conceptual design information in figure 2 to better reflect a final design concept.
- 3) Parcels 012011019, 012011020, 012011021, and 012011022 were included in the original submittal for this plan and are shown in the 2002 City comprehensive plan. These parcels are not shown to be within the City limits or within the urban growth boundary per the most recent City zoning maps and have therefore been excluded from this study.
- 4) In addition, parcel 012014011 has been excluded as its natural drainage is to the south away from the C-14 basin. Portions of other parcels shown as included on the 2002 City map have also been excluded for the same reason.

We would like to work together with the City in agreeing on an approach that works for both the City and the proposed developments in the C-14 basin. If you have any questions or concerns, please do not hesitate to contact me. Thank you for your time and effort in reviewing this proposed implementation plan.

Sincerely,

Erik Paul Martin, PE

Principal
PacWest Engineering, LLC

RECEIVED

JUL 18 2007

**CITY OF GIG HARBOR
OPER. & ENGINEERING**



COMMUNITY DEVELOPMENT DEPARTMENT

August 15, 2007

PacWest Engineering
Attn: Erik Paul Martin, PE
5009 Pacific Highway E, Unit 9-0
Fife, WA 98424

**Re: COMPREHENSIVE PLAN AMENDMENT APPLICATION
NOTICE OF INCOMPLETE APPLICATION
Sewer Basin C14**

Dear Mr. Martin:

Thank you for the information submitted on July 18, 2007 for the proposed amendment to the Gig Harbor Wastewater Comprehensive Plan. As you know, the procedure for amending the Comprehensive Plan is set forth in chapter 19.09 of the Gig Harbor Municipal Code (adopted in Ordinance 1075). Attached is a copy.

We have reviewed the application materials and found that the application is incomplete, pursuant to Section 19.09.080 GHMC. Here are all of the items that must be submitted in order for your application to be considered complete:

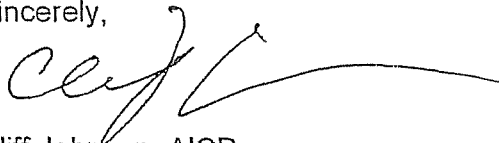
1. A completed application form (attached).
2. 12 copies of the SEPA checklist (please note that the checklist submitted incorrectly identifies the Community Development Director as the applicant).
3. A complete legal description of the combined area of all the subject parcels.
4. A copy of the county tax assessor's map of the subject parcels.
5. A vicinity map showing the following:
 - a) Land use designations within 300 feet of the subject parcels.
 - b) All parcels within 300 feet of the subject parcels and existing uses.
 - c) All roads abutting and providing access to subject parcels including information on road classifications.
 - d) Location of existing utilities serving the parcels including electrical, water and sewer (including septic).
 - e) Location of critical areas within 300 feet of the site.
6. Topographic map at a minimum scale of 1:200.
7. Mailing labels of all properties within 300 feet of the subject parcels, as listed on the County Assessor's tax roles.
8. A detailed plan showing the proposed improvements.
9. A written statement of the following:
 - a) How the amendment is consistent with the Washington State Growth Management Act.
 - b) How the amendment is consistent with adopted countywide planning policies.

- c) How the amendment furthers the purpose of the comprehensive plan.
 - d) How the amendment is internally consistent with the city's comprehensive plan, and other adopted city plans and codes.
10. The proposed element, chapter, section and page number of the comprehensive plan to be amended.
 11. Proposed text changes, with new text shown in an underline format, and deleted text shown in strikeout format.
 12. If the amendment has the potential to result in an increase in vehicle trips a traffic impact analysis would be required.
 13. Application fee of \$4,000.00.

Please be advised that GHMC 19.09.090 provides that applicants are required to provide additional material requested by the City within 15 days of the date of the request. Applications which are determined to be incomplete as of 45 days after the application deadline date (currently August 15, 2007) will not be considered during the current annual review process.

If you have any questions regarding this letter I can be reached at (253) 851-6170.

Sincerely,



Cliff Johnson, AICP
Associate Planner

Enc.: Application requirements for Comprehensive Plan Amendment
GHMC Chapter 19.09
Application form

**Application COMP-07-0006:
3700 Grandview Street Comprehensive
Land Use Map Amendment**

RECEIVED
CITY OF GIG HARBOR
OCT 11 2006
COMMISSION
DEVELOPMENT

CITY OF GIG HARBOR COMPREHENSIVE PLAN LAND USE MAP SITE-SPECIFIC AMENDMENT APPLICATION

A site-specific amendment is a proposed change in the Comprehensive Plan land use map designation of an individual parcel or parcels of land. A site-specific amendment to the Comprehensive Plan land use map does not result in a rezone, if approved, the applicant would be required to apply for a rezone at the conclusion of this process.

(Please Print or Type)

Owner/ Applicant: MPB. LLC / PIONEER & STINSON LLC
 Mailing Address: 363 7TH LANE
 City: FOX ISLAND State: WA Zip: 98333
 Phone: () 405-8348 Fax: () 549-2297

(Agent) Contact: CARL HALSAN, HALSAN FREY
 Mailing Address: PO BOX 1447
 City: GIG HARBOR State: WA Zip: 98335
 Phone: () 307-1922 Fax: () 858-9816

Site Address: 3700 GRANDVIEW STREET
 City: GIG HARBOR Zip: 98335
 Lot Size: 4.27 ACRES
 Assessor's Account #: 0221082031, 2136, 2176, 2224 & 2225
 Legal Description: (Please attach)
 Section: 8 Township: 21N Range: 2E

FOR CITY USE ONLY

Application Received (stamp)	
<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center; font-size: 2em;"> Comp 06-1457 </div>	
Received by:	<u>Cindy</u>
Assigned to:	_____
Minimum Application Fee	<u>750⁰⁰</u>
	<u>0067657</u>
SEPA Checklist & Fee* if required	4 _____
Site Map	4 _____
Questionnaire	4 _____
Assessor's Map	4 _____
Ownership Certificate	4 _____
Pre-Submittal Review	4 _____
Date	<u> / /</u>
Staff	_____
Application Complete*	4 _____
Date	<u> / /</u>
Staff	_____

Is the property in a special taxation or land-use program?

No Yes (specify) _____

Current Comprehensive Plan Designation: RESIDENTIAL - LOW

Requested Comprehensive Plan Designation: RESIDENTIAL - MEDIUM

The applicant agrees to pay a minimum application fee of \$750.00, in accordance with the adopted fee schedule on file with the City of Gig Harbor Department of Planning and Building Services. If the Planning Commission approves the application for further consideration by the City Council, the applicant may be required to submit a State Environmental Policy Act (SEPA) checklist and an additional fee of \$150.00. The applicant further understands that approval of a site-specific amendment is not a rezone. If approved, the applicant must file an application for a rezone with the City of Gig Harbor Department of Planning and Building Services. Acceptance of this application and/or payment of fees does not guarantee final approval.

Applicant Signature:  Date: 4/17/06

1. **Detailed description and explanation of amendment.**

The proponent is asking that the designation of the subject property be changed from *Residential Low* to *Residential Medium*. This will allow the property to be rezoned to a mixture of *Residential-Business 2 (RB-2)* and *Medium-Density Residential (R-2)* with future rezone applications to be submitted if the Comprehensive Plan Amendment is approved. The proponent will be asking for the southerly 150' (the portion currently zoned RB-1) to be zoned RB-2, and asking for the balance of the property to be zoned R-2. Concurrent with the rezone applications, the proponent will be submitting a proposed comprehensive development plan for the entire 4.27 acres that will include a mixture of residential, office and retail uses.

2. **Change in circumstances pertaining to the Comprehensive Plan or public policy.**

This site represents a large and prominent property in the City that is under-utilized relative to the larger surrounding area. The property consists of five parcels totaling 4.27 acres that is developed with three, forty-year old single family homes. The property is split-zoned; about half is zoned RB-1 and other half is zoned R-1. If the property were completely devoted to residential uses, 17 homes could be built. If it were developed with a mixture of single family and office uses, it could yield several office buildings and up to 10 single family home sites. The property is under-utilized.

The proponent's plan is to develop the entire site with a first class mixed use project that combines office, retail and residential uses, perhaps even some within the same building, in order to create a synergistic project that would serve as an example for others to follow. Ideally, the southern portion of the site would be developed with a single, multi-level structure where office and some limited retail uses would use the ground floor, office uses would be located on the second floor and residential uses would be on the top floor. The balance of the site would be developed with smaller, attached single-family homes.

The property in question is located on the north side of Grandview Street, between Pioneer Way and Stinson Avenue. This area of town contains one of the most prominent points of entry into the downtown area, and is currently developed with a mixture of retail, residential and offices uses of mixed vintage. The most important current use is our Civic Center. Several of the properties are in the process of being redeveloped, and the site we are working with will be an important piece of this fabric. We believe our plan for the property, if allowed to be implemented, will serve as another catalyst (like the City Hall complex) for other property owners in this neighborhood to redevelop their property. The Civic Center was the beginning, the bank remodel is underway, and the new office building complex at the northeast corner of Pioneer and Grandview is coming soon. The other underutilized property in the area should begin to follow. The low-slung strip centers in the

area are in the most need of updating. We want to be part of this redevelopment process and help set the tone through implementation of our first-class plan.

3. **Impacts caused by the change, including the geographic area affected and the issues presented.**

If approved, the positive impacts will be as stated above. There could be an increase in traffic in the neighborhood beyond what is there now and what could be there if the property were developed with the designations unchanged. However this might be mitigated by the mixed use nature of the proposed project, drawing some people to the site rather than passing by. With additional development density and intensity, there could be an increased demand for public services, but this will be mitigated by the increased revenue from the built-out project. The transportation infrastructure will be impacted, but at the very least, the project will be required to upgrade its frontage along Grandview, Stinson and Pioneer.

4. **How the amendment complies with the community vision statements, goals, objectives and policies of the Comprehensive Plan.**

Goal #1 of the Land Use element encourages higher density development in areas that pose the fewest environmental risks. This site has no environmental constraints. Goal #12 encourages the provision of a broad choice of housing types. With the approval of this amendment, the property can be developed in a manner that provides small lot single family housing, attached or stacked. Goal #13 encourages higher density housing in areas that have easy access to major local employment areas. Downtown Gig Harbor is one of the City's largest employment areas along with the upper basin area stretching along Kimball Drive. The subject property is right in the middle of these two areas. Goal #18 of the Environment element encourages higher densities on land with the fewest environmental risks and this site has none. The Housing element of the Plan encourages reducing housing costs through policy reform, and this site can provide more affordable housing than what is typically offered within the City. Finally, Gig Harbor needs housing as evidenced by the rapidly increasing prices in the area. Suitable land for development is being used up at a rate far exceeding the planning that's been done to date. With the City allowing only 4 units per net acre throughout most of the city, we need alternatives and this site is ideal for something unique. Goal #4 of the Community Design element encourages enhancement of the City's sense of place by preserving corner lots for more stately development. The proposed project's mixed use building will help create a sense of arrival at one our "front doors". Goal #2 of the Economic Development element encourages increased economic opportunities through property revitalization by redeveloping important vacant parcels and revitalizing older commercial and business districts with the City. This project will further this goal.

5. **Is there public support for the proposed amendment?**
Discussions with neighboring property owners and others throughout town suggest and indicate fairly strong support.

6. **Pierce County Assessor's Map**
One is attached, and it is signed and dated by the applicant.

LEGAL DESCRIPTION

TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN

02-21-08-2031

THAT PORTION OF THE SOUTH ONE-HALF OF THE SOUTHWEST OF THE NORTHWEST LYING WESTERLY OF THE WESTERLY LINE OF WOLLOCHET-GIG HARBOR COUNTY ROAD AND SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHEAST CORNER OF THE OF THE NORTHEAST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST; THEN SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION 245 FEET; THEN SOUTH 54°15'32" EAST AT A RIGHT ANGLE TO SAID ROAD 73.13 FEET TO THE WESTERLY LINE OF SAID ROAD; THEN SOUTHWESTERLY ALONG SAID ROAD 60 FEET TO THE POINT OF BEGINNING; THEN NORTHWESTERLY TO THE SOUTHEAST CORNER OF THE NORTHEAST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST; THEN WEST ALONG SAID LINE OF SAID SUBDIVISION 242.72 FEET; THEN NORTHWESTERLY TO A POINT 25 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SUBDIVISION TO THE TERMINAL POINT.

02-21-08-2225

THE SOUTHWEST ONE-HALF OF THE SOUTHWEST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST.

02-21-08-2136

THE EAST 150 FEET OF THE FOLLOWING DESCRIBED TRACT: THE NORTH ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHWEST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST OF SECTION 8; EXCEPT THE NORTH 200 FEET THEREOF; EXCEPT THE PUBLIC ROAD.

02-21-08-2176

THE NORTH 150 FEET OF THE SOUTHWEST OF THE SOUTHWEST OF THE OF THE SOUTHWEST OF THE NORTHWEST OF SECTION 8; EXCEPT THE EAST 114 FEET THEREOF; EXCEPT THE PUBLIC ROAD.

02-21-08-2224

THE EAST 114 FEET OF THE NORTH 150 FEET OF THE SOUTHWEST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST OF SECTION 8.

PIONEER & STINSON COMPREHENSIVE PLAN AMENDMENT

Consistency with the Growth Management Act (GMA)

- Goal #1 encourages development in urban areas where adequate public facilities and services exist. All necessary public facilities and services are already located at the site.
- Goal #2 discourages sprawl. As the site is being used now, it is underutilized to a great extent. If it were developed under the existing designation, the upper portion of the site would still only be developed with a couple of 5,000 square foot office buildings while the lower portion would be developed with single family homes at a density of only 4 homes per net acre. If the amendment is approved, the upper portion could be developed with more intense office, retail and multi-family uses while the lower portion could be developed with duplex style housing at 6 units per acre. Approval would further the second goal.
- Goal #4 encourages housing in a variety of styles, types and prices. Approval would allow for housing at a density more than 4 per acre, which dominates the Gig Harbor planning area. Gig Harbor would benefit from having less low-density sprawling single family home development and more duplex and multi-family projects. Approval would further this goal.
- Goal #8 discourages the conversion of productive forest lands and agricultural lands to incompatible uses. The subject property is neither and its conversion to a more intense use will not be inconsistent with this goal.
- Goal #13 discourages the conversion of historic sites and structures. The subject site is not designated historic and has no historic structures.
- Section 14 of the Act requires public participation early and continuously. The public will be notified in the Gateway of the application. Immediate neighbors will receive mailed notification of the application. The Planning Commission and Council hearings will be open to the public.

Consistency with the County-Wide Planning Policies (CWPP)

- Housing Policy 2.2 requires the City to meet housing demand through the redevelopment of infill parcels. The subject site is very under-utilized and redevelopment will further this Policy.
- Economic Development and Employment Policy 5 requires the City to plan for sufficient economic growth and development to ensure an appropriate balance of land uses which will produce a sound financial posture given the fiscal/economic costs and benefits derived from different land uses. Policy 5.2 requires the reduction of inefficient sprawl development patterns. 5,000 square foot office buildings in this area of town would be sprawl. Policy 5.5 promotes development in areas with existing available facility capacity. This area has available capacity.
- Economic Development and Employment Policy 6 requires the City to add diversity of economic opportunity and employment. Policy 6.1 promotes infill development to assist in maintaining a viable market. This site is a perfect infill site with more intense development surrounding it.

- Transportation Facilities and Strategies Policy 10.4 requires using land use regulations to increase the modal split between automobiles and other forms of travel by allowing high densities in transit corridors and encouraging mixed use development. If approved, the subject site will be development with a moderate density/intensity mixed use project that is served by public transportation and is within walking distance of City Hall, the downtown area, a major park-and-ride facility and the Cushman Trail.

Consistency with the City Comprehensive Plan

- Goal #1 of the Land Use element encourages higher density development in areas that pose the fewest environmental risks. This site has no environmental constraints.
- Goal #12 encourages the provision of a broad choice of housing types. With the approval of this amendment, the property can be developed in a manner that provides small lot single family housing, attached or stacked.
- Goal #13 encourages higher density housing in areas that have easy access to major local employment areas. Downtown Gig Harbor is one of the City's largest employment areas along with the upper basin area stretching along Kimball Drive. The subject property is right in the middle of these two areas.
- Goal #18 of the Environment element encourages higher densities on land with the fewest environmental risks and this site has none.
- The Housing element of the Plan encourages reducing housing costs through policy reform, and this site can provide more affordable housing than what is typically offered within the City. Finally, Gig Harbor needs housing as evidenced by the rapidly increasing prices in the area. Suitable land for development is being used up at a rate far exceeding the planning that's been done to date. With the City allowing only 4 units per net acre throughout most of the city, we need alternatives and this site is ideal for something unique.
- Goal #4 of the Community Design element encourages enhancement of the City's sense of place by preserving corner lots for more stately development. The proposed project's mixed use building will help create a sense of arrival at one our "front doors".
- Goal #2 of the Economic Development element encourages increased economic opportunities through property revitalization by redeveloping important vacant parcels and revitalizing older commercial and business districts with the City. This project will further this goal.

Cosmopolitan Memorandum

Memorandum



ENGINEERING
G R O U P

117 South 8th Street
Tacoma, WA 98402
BFox@cosmopolitaneng.com

Phone (253) 265-2958
Fax (253) 265-6041

DATE: June 8, 2007
TO: Steve Misiurak, City of Gig Harbor
FROM: Bill Fox and David McBride, Cosmopolitan Engineering Group
RE: Wastewater Treatment Plant Capacity
FILE: GIG019

The purpose of this memorandum is to outline the current capacity of the WWTP, committed demand for capacity, and the current two-phase plan to increase capacity.

Current Flows

Maximum month (30-day average)	= 1.1 mgd
Annual average	= 0.8 mgd
Peak day	= 2.0 mgd

The WWTP is doing a very good job at meeting permit limits for the annual average conditions. However, Darrell Winans, Rick Esvelt, and we are in concurrence that the WWTP is at its maximum capacity for the maximum month and peak day flows. The onshore outfall improvements must occur to gain capacity for the peak day event, and the Phase I treatment plant improvements must occur to achieve a maximum month NPDES permitted capacity of 1.6 mgd. Please note that the NPDES permitted maximum month capacity of 1.6 mgd is greater than the current actual maximum month capacity of 1.2 mgd. 1.2 mgd is the current predicted maximum month capacity of the existing WWTP based on a treatment plant process evaluation, and is confirmed by operational experience at the plant during historical peak monthly flows.

Committed Capacity

We understand the City has issued certificates that will increase the annual average flow up to 1.1 – 1.2 mgd. If these committed flows were to be realized today, the WWTP would likely not meet NPDES permit limits for the maximum month or peak day flows. Therefore, in order to meet the commitments for additional capacity, we strongly urge the City to proceed on the fastest possible track with the implementation of the proposed Phase I WWTP improvements.

Phase I Improvements

The onshore outfall improvements are fully designed and planned for construction in 2008. This will alleviate the concern regarding the peak daily flows.

We are very near completion of the Technical Memorandum establishing the design criteria for the Phase I WWTP improvements. Because (1) the Phase I Improvements WWTP capacity will not exceed the 1.6 mgd maximum month in the NPDES permit, and (2) we are merely amending the Engineering Report for the Phase I Improvements Ecology approved in 2003, we will be able to proceed immediately into design of the Phase I improvements. The proposed schedule will have design completion by the end of this year, and construction from mid 2008 through 2009.

The Phase I treatment plant improvements will be online in late 2009, with more than enough capacity to meet your current commitments. The City's ability to meet permit limits between now and 2009 depend on how fast these demands come online, and whether we experience extreme wet conditions such as occurred last November and December.

Phase II Improvements

In our opinion, the most critical need is to meet the current commitments under Phase I with the approach previously outlined in our current schedule (dated 4/4/07). However, we also need to proceed with Phase II Improvements along a parallel track, so that the City may issue future certificates for sewer capacity. HDR is currently completing flow projections (to be finalized later in summer), and we will be preparing the Phase II (Year 2025) Engineering Report later this year. The Phase II plant capacity through 2025 will be on the order of 2.4 mgd maximum month flow.

The key question is when will the treatment capacity of Phase I improvements be exceeded through future growth. We do not know the rate at which these additional flows will come online, but our expectation is that Phase II improvements will need to be in place by 2011 or 2012. Therefore, we need to proceed with Phase II planning and design in parallel with Phase I construction. Since Phase II will require modification of the NPDES permit and SEPA documentation, Ecology approval of the Phase II Improvements will take much longer than the Phase I Improvements (thus the reason for separating the phases). We recommend the following implementation schedule for Phase II:

- | | |
|-------------------------------|------------|
| • Engineering Report complete | Early 2008 |
| • Ecology approval | Late 2008 |
| • Design completion | Mid 2009 |
| • Construction completion | Late 2010 |

Until we complete the Engineering Report, we will not have good cost projections for Phase II. However, we expect it will be a smaller scope and cost than the Phase I Improvements. The Phase I improvements design will provide stub outs and system tie in points to allow Phase II Improvements to be constructed with minimal disruption to plant operation and minimize additional costs to the City.

Summary

We believe the City is on the correct path forward relative to the WWTP improvement program. The greatest urgency is to complete Phase I improvements, which will meet the City's current sewer service commitments. The schedule we have proposed will achieve the Phase I Improvements in the minimum reasonable time.

We have the following recommendations for current actions by City staff and council:

- Proceed with Phase I Improvements as already begun (design completion in 2007)
- Begin Engineering Report for Phase II in 2007 as currently planned and contracted (for completion in early 2008)
- Budget for construction of the onshore outfall in 2008

- Raise sewer connection fees to cover costs of wastewater system improvements
- Project and monitor the rate at which committed sewer capacity comes online

We also believe there is adequate time to implement the Phase II improvements and meet future service demand, provided the Phase II (Year 2025) engineering report development commences this year. If sewer capacity is committed faster than Phase II implementation can proceed, we recommend that future sewer commitments be conditioned on the completion of the Phase II improvements.



**Business of the City Council
City of Gig Harbor, WA**

NB2

Subject: Public Hearing and Resolution Adopting the Six-Year Transportation Improvement Program (TIP), 2008-2013

Proposed Council Action: Authorize Council to approve the attached Resolution Adopting the Six-Year Transportation Improvement Program (2008 – 2013).

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E. *[Signature]*
City Engineer

For Agenda of: September 24, 2007

Exhibits: Resolution and Six-Year TIP

Initial & Date

Concurred by Mayor: *CHA 9/19/07*

Approved by City Administrator: *PK 9/18/07*

Approved as to form by City Atty: *CA 9/17/07*

Approved by Finance Director:

Approved by Department Head: *Dave 9/17/07*

Expenditure Required	0	Amount Budgeted	Required	Appropriation	0
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INFORMATION / BACKGROUND

Local agencies are required to prepare a Six-Year Transportation Improvement Program (TIP) under RCW 35.77.010. State and federal funding for transportation projects are tied to approved Six-Year Transportation Improvement Programs. While a 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 TIP for 2008 through 2013 updates last year's TIP to reflect projects anticipated to be completed this year, newly funded projects, and the most current cost information.

The TIP anticipates the planning and construction of a variety of short term and long term traffic mitigation improvements within the vicinity of SR-16/Borgen/Canterwood Boulevard. These necessary improvements are identified recommendations contained within the 2006 Comprehensive Plan Amendments Final Supplemental EIS Study. It is anticipated the majority of the funding for these improvements will come from state, federal, and local development funding strategies.

Miscellaneous projects in the 2008 program will respond to pavement, sidewalk, storm drainage needs on a prioritized basis depending on location, severity, traffic volumes, safety, and funding.

Changes from last year TIP include the completion of Briarwood, 45th Ave. Improvement Projects, and Rosedale Phase III and; the addition of Harborview Drive; Skansie Avenue and the Judson/Stanich/Uddenberg Improvement Projects.

A completed environmental SEPA checklist was submitted to the Planning and Building Divisions for their review and the SEPA responsible official issued a Notice of Categorical Exemption (attached). Also attached is a summary of definitions for the various spreadsheet codes.

FISCAL CONSIDERATION

Adoption of the Six-Year Transportation Improvement Program does not directly affect the City's finances. The fiscal impacts will be reviewed during the anticipated Traffic Impact Fee schedule update and 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.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize Council to approve the attached Resolution adopting the Six-Year Transportation Improvement Program (2008 – 2013).



COMMUNITY DEVELOPMENT DEPARTMENT

**SEPA ADDENDUM TO
2008-2013 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
PL-SEPA 07-0047**

The 2008-2013 Six-Year Transportation Improvement Program (Six-Year TIP) was submitted to the Community Development Department's Planning section on August 6, 2007. An environmental checklist was submitted with the Six-Year TIP. Review of the checklist showed three changes from the 2007-2012 Six-Year TIP. Per WAC 197-11-625-Addenda Procedures, an addendum to the DNS for the 2005-2011 is hereby being submitted to this file.

The SEPA Responsible Official finds that the project is categorically exempt.

Tom Dolan
Planning Director
SEPA Responsible Official

**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 September 24, 2007, 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 (2008-2013, 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 September, 2007.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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

WSDOT Region

REQUIRED FIELD for federal projects
Click on the appropriate Region code

Pick the WSDOT Region that this project is in.

<u>Code</u>	<u>Description</u>	<u>Old WSDOT District</u>
<input type="radio"/> NW	- Northwest	1
<input type="radio"/> NC	- North Central	2
<input checked="" type="radio"/> OLY	- Olympic	3
<input type="radio"/> SW	- Southwest	4
<input type="radio"/> SC	- South Central	5
<input type="radio"/> EAST	- Eastern	6
<input type="radio"/> NW/OLY	- Agency on border of OLY and NW	1/3

NOTE: If you are not sure what region you are in use the **PLCENAME** database to fill in your agency information. If you do that the correct region will automatically fill in

Utility Code(s)

Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by the construction project.

- | |
|--|
| <input type="checkbox"/> C - Cable TV |
| <input type="checkbox"/> G - Gas |
| <input type="checkbox"/> O - Other |
| <input type="checkbox"/> P - Power (Electrical) |
| <input type="checkbox"/> S - Sewer (if other than agency owned) |
| <input type="checkbox"/> T - Telephone |
| <input type="checkbox"/> W - Water |

Funding Status

Required field for federal projects.
Please click on the appropriate code.

Enter the funding status for the entire project which describes the current status.

Code Description

- S** - Project is selected by the appropriate selection body & funding is secured.
- P** - Project is subject to selection by an agency other than the lead and is listed for planning purposes and funding has not been determined.

Environmental Type

Required field for federal projects.
Please click on the appropriate code.

Enter the type of environmental code anticipated for this project.
Remember, environmental determination must be completed before the Right-of-Way/Construction phase(s) can be obligated.

Code

Description

<input checked="" type="radio"/> EIS	- Environmental Impact Statement
<input type="radio"/> EA	- Environmental Assessment
<input type="radio"/> CE	- Categorical Exclusion

Functional Classification

**Required field for federal projects.
Please click on the appropriate code.**

Enter the appropriate two-digit code denoting the Federal Functional Classification.
(Note: The Federal Functional Classification must be approved by FHWA.)

(Also note: to uncheck a functional class, hold down the shift key while you click it)

Description

Rural
(< 5,000 pop.)

Urban
(> 5,000 pop.)

<input type="radio"/>	00	No Classification
<input type="radio"/>	01	Interstate
<input type="radio"/>	02	Principal Arterial
<input type="radio"/>	06	Minor Arterial
<input type="radio"/>	07	Major Collector
<input type="radio"/>	08	Minor Collector
<input type="radio"/>	09	Local Access
<input type="radio"/>	11	Interstate
<input type="radio"/>	12	Freeways & Expressways
<input checked="" type="radio"/>	14	Other Principal Arterials
<input type="radio"/>	16	Minor Arterial
<input type="radio"/>	17	Collector
<input type="radio"/>	19	Local Access

Improvement Type Codes

**Required field for federal projects.
Please click on the appropriate code.**

Enter the appropriate federal improvement code number.

<u>Code</u>	<u>Description</u>
<input type="checkbox"/> 01	New construction on new alignment
<input type="checkbox"/> 02	Relocation
<input type="checkbox"/> 03	Reconstruction
<input checked="" type="checkbox"/> 04	Major Widening
<input type="checkbox"/> 05	Minor Widening
<input checked="" type="checkbox"/> 06	Other Enhancements
<input type="checkbox"/> 07	Resurfacing
<input type="checkbox"/> 08	New Bridge Construction
<input type="checkbox"/> 09	Bridge Replacement
<input type="checkbox"/> 10	Bridge Rehabilitation
<input checked="" type="checkbox"/> 11	Minor Bridge Rehabilitation
<input checked="" type="checkbox"/> 12	Safety/Traffic Operation/TSM
<input type="checkbox"/> 13	Environmentally Related
<input type="checkbox"/> 14	Bridge Program Special
<input type="checkbox"/> 21	Transit Capital Project
<input type="checkbox"/> 22	Transit Operational Project
<input type="checkbox"/> 23	Transit Planning
<input type="checkbox"/> 24	Transit Training/Administration
<input type="checkbox"/> 31	Non Capitol Improvement
<input type="checkbox"/> 32	Non Motor Vehicle Project

21 - Transit Capital Project, including
Any phases leading to
constructing a facility
Equipment purchases
Capital leases for equipment
Preventative maintenance

22 - Transit Operations Project,
which is subsidy of annual net
operating deficit of transit
services for the general public.

23 - Transit Planning Project, including
only activities funded by either
Sections 5307 or 5309 FTA
*Note: these projects also must
be included in the adopted
unified planning work program
of the transportation
management area or
metropolitan planning
organization serving the
grant applicant.*

24 - Transit Training/Administration,
including only statewide activities
funded by either Section 5310
or Section 5311 FTA.
*Note: no transportation
management area or
metropolitan planning
organization may have
projects using this
improvement type.*

Project Phase

**Required field for federal projects.
Please click on the appropriate code.**

Select the appropriate phase code of the project.

- | | |
|--|--|
| <input type="radio"/> PE | Preliminary Engineering, including Design (or Planning) |
| <input type="radio"/> RW | Right of Way or land acquisition |
| <input checked="" type="radio"/> CN | Construction only (<u>or transit planning or equipment purchase</u>) |
| | All phases from Preliminary Engineering through Construction
(Use only in Years 4, 5, & 6) |

Federal Funds Source

Required field for federal projects.
Please click on the appropriate code.

<u>Code</u>	<u>Description</u>
<input type="radio"/> BIA	Bureau of Indian Affairs
<input type="radio"/> BR	Bridge Replacement or Rehabilitation
<input type="radio"/> CBI	Combined Border Infrastructure
<input type="radio"/> CDBG	Community Development Block Grant funds
<input type="radio"/> CMAQ	Congestion Mitigation Air Quality
<input type="radio"/> DEMO	ISTEA Demo/ High Priority Projects (Selected)
<input type="radio"/> Discretionary	Ferry Boat Discretionary, Public Lands Highway, Scenic Byway, FAA, et
<input type="radio"/> DOD	Department of Defense
<input type="radio"/> FMSIB	Freight Mobility Strategic Investment Board
<input type="radio"/> IC	Interstate Construction
<input type="radio"/> IM	Interstate Maintenance
<input type="radio"/> IRR	Indian Reservation Roads
<input type="radio"/> NHS	National Highway System
<input type="radio"/> 3037	FTA - Job Access/Reverse Commute
<input type="radio"/> 5307	FTA - Urban Areas
<input type="radio"/> 5309(Bus)	FTA - Bus
<input type="radio"/> 5309(FG)	FTA - Fixed Guideways
<input type="radio"/> 5309(NS)	FTA - New Starts
<input type="radio"/> 5310	FTA - Elderly/Disabled Persons
<input type="radio"/> 5311	FTA - Rural Areas
<input type="radio"/> 5316	FTA - JARC Rural
<input type="radio"/> 5317	FTA - New Freedom
<input type="radio"/> REV	Rural Economic Vitality Program
<input type="radio"/> SRTS	Safe Routes to Schools
<input type="radio"/> STP(C)	STP - Statewide Competitive Program
<input type="radio"/> STP(E)	STP - Transportation Enhancement
<input type="radio"/> STP(L)	STP - Legislative Earmarks
<input type="radio"/> STP(L)	STP - Highway Safety Improvement Program (TEA-21 Safety and Railro
<input type="radio"/> STP(S)	STP - Rural regionally selected
<input type="radio"/> STP(R)	STP - Urban regionally selected
<input checked="" type="radio"/> STP(U)	STP - WSDOT Use Only

Discretionary for
Capital Expenditures

(To uncheck a fund code, hold down the shift key while you click it)

State Funds Code

Enter appropriate code for any of the listed funds to be used on this project.

- | | | |
|----------------------------------|--------------|---|
| <input type="radio"/> | AIP | Urban Arterial program (<i>formerly Arterial Improvement Program</i>) |
| <input type="radio"/> | CAPP | County Arterial Preservation Program |
| <input type="radio"/> | CHAA | Route Transfer Program (<i>formerly City Hardship Assistance Account</i>) |
| <input type="radio"/> | FMSIB | Freight Mobility Strategic Investment Board |
| <input type="radio"/> | PSMP | Pedestrian Safety & Mobility Program |
| <input type="radio"/> | PWTF | Public Works Trust Fund |
| <input type="radio"/> | RAP | Rural Arterial Program |
| <input type="radio"/> | SCP | Small City Arterial Program (<i>formerly Small City Program</i>) |
| <input type="radio"/> | SCPP | Small City Pavement Program |
| <input type="radio"/> | TPP | Transportation Partnerships Program |
| <input type="radio"/> | WSDOT | WSDOT funding |
| <input checked="" type="radio"/> | OTHER | Any other <i>unlisted</i> state fund codes |

Header Information

Description

Enter

Agency

Enter the name of the sponsoring agency.

Gig Harbor

County No.

Enter the assigned number (see LAG Appendix 21.44).

27

City No.

Enter the assigned number (see LAG Appendix 21.45).

0490

MPO/RTPO

Enter the name of the associated MPO (if located within urbanized area) or RTPO (if in the rural area).

PSRC

County Name

Enter the county of the sponsoring agency.

Pierce Co.

Hearing Date

Enter the date of the public hearing.

9/24/2007

Adoption Date

Enter the date this program was adopted by council or commission.

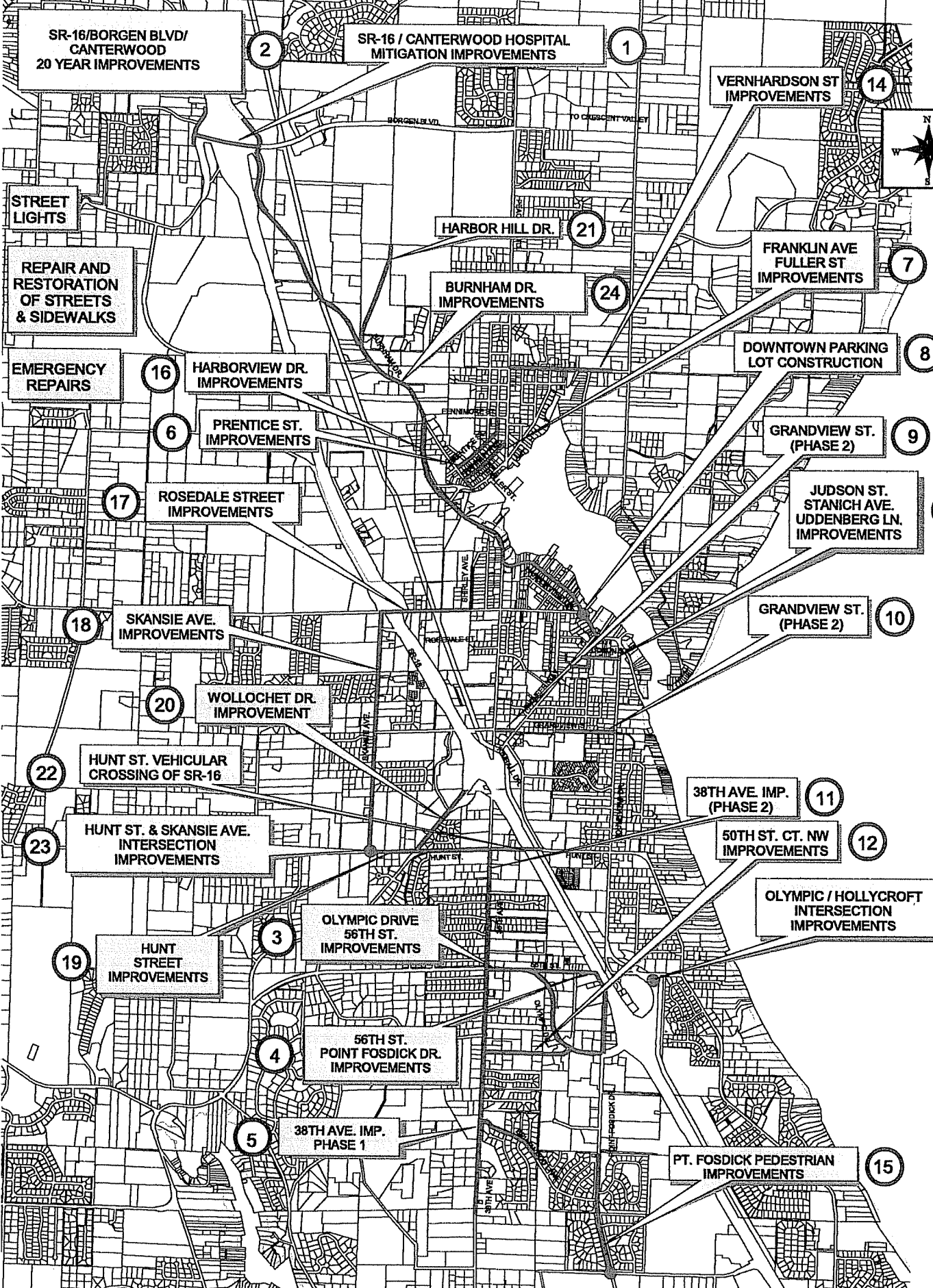
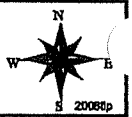
9/24/2007

Amend. Date

Enter the date this program was amended by council or commission.

Resolution No.

Enter Legislative Authority resolution number if applicable.



SR-16/BORGEN BLVD/
CANTERWOOD
20 YEAR IMPROVEMENTS

SR-16 / CANTERWOOD HOSPITAL
MITIGATION IMPROVEMENTS

VERNHARDSON ST
IMPROVEMENTS

STREET
LIGHTS

REPAIR AND
RESTORATION
OF STREETS
& SIDEWALKS

EMERGENCY
REPAIRS

HARBOR HILL DR.

BURNHAM DR.
IMPROVEMENTS

FRANKLIN AVE
FULLER ST
IMPROVEMENTS

HARBORVIEW DR.
IMPROVEMENTS

PRENTICE ST.
IMPROVEMENTS

DOWNTOWN PARKING
LOT CONSTRUCTION

ROSEDALE STREET
IMPROVEMENTS

GRANDVIEW ST.
(PHASE 2)

JUDSON ST.
STANICH AVE.
UDDENBERG LN.
IMPROVEMENTS

SKANSIE AVE.
IMPROVEMENTS

WOLLOCHET DR.
IMPROVEMENT

GRANDVIEW ST.
(PHASE 2)

HUNT ST. VEHICULAR
CROSSING OF SR-16

HUNT ST. & SKANSIE AVE.
INTERSECTION
IMPROVEMENTS

38TH AVE. IMP.
(PHASE 2)

50TH ST. CT. NW
IMPROVEMENTS

OLYMPIC DRIVE
56TH ST.
IMPROVEMENTS

OLYMPIC / HOLLYCROFT
INTERSECTION
IMPROVEMENTS

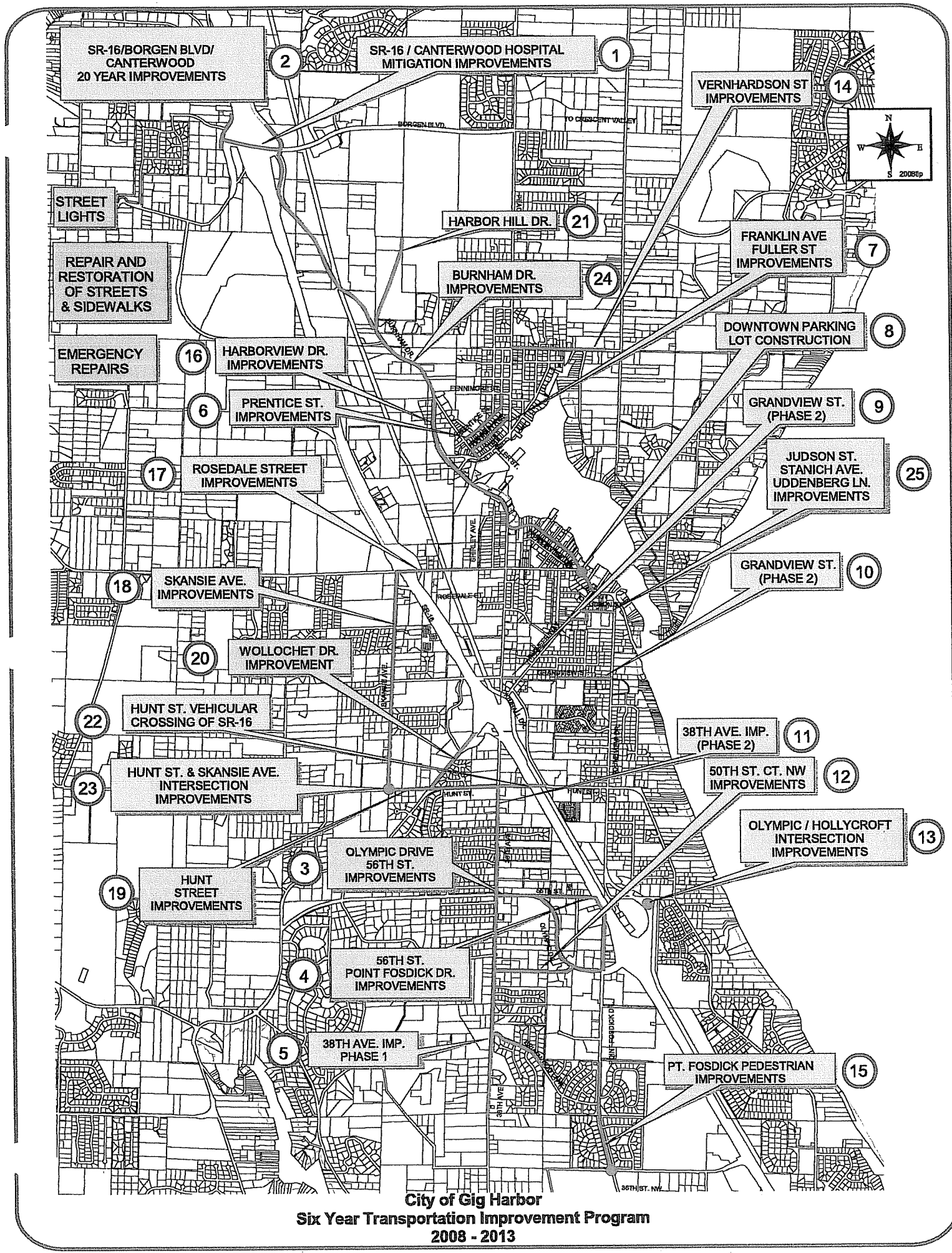
HUNT
STREET
IMPROVEMENTS

56TH ST.
POINT FOSDICK DR.
IMPROVEMENTS

38TH AVE. IMP.
PHASE 1

PT. FOSDICK PEDESTRIAN
IMPROVEMENTS

City of Gig Harbor
Six Year Transportation Improvement Program
2008 - 2013



SR-16/BORGEN BLVD/
CANTERWOOD
20 YEAR IMPROVEMENTS

SR-16 / CANTERWOOD HOSPITAL
MITIGATION IMPROVEMENTS

VERNHARDSON ST
IMPROVEMENTS

STREET
LIGHTS

HARBOR HILL DR.

FRANKLIN AVE
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IMPROVEMENTS

REPAIR AND
RESTORATION
OF STREETS
& SIDEWALKS

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IMPROVEMENTS

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HUNT
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56TH ST.
POINT FOSDICK DR.
IMPROVEMENTS

38TH AVE. IMP.
PHASE 1

PT. FOSDICK PEDESTRIAN
IMPROVEMENTS

City of Gig Harbor

Six Year Transportation Improvement Program

2008 - 2013

Six Year Transportation Improvement Program

From **2008** to **2013**

Agency: Gig Harbor

Hearing Date: 9/24/2007 Adoption Date: 9/24/2007

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

Amend Date: _____ Resolution No.: _____

City No.: 0490 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge 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 Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)		
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds								
									Federal Fund Code	Federal Cost by Phase												
8	9	10	11	12	13	14	15	16	17	18	19	20	21									
14	1	SR16/Borgen/Canterwood Hospital Mitigation Improvements SR16/BorgenBlvd/Canterwood from: _____ to: _____ In accordance with the findings of the 2005 FSEIS, construct various short term roadway improvements to alleviate corridor traffic congestion.	04 06 11 12	S		C G P S T W O	CN	1/1/2008	STP(U)		OTHER	5000	6000	11000	11000					EIS		
							Totals				5000	6000	11000	11000								
12	2	SR16/Borgen/Canterwood 20 Year Improvements from: _____ to: _____ In accordance with the findings from the 2005 FSEIS, plan and 20 percent design, and permit for a new SR16/Borgen Interchange or Equivalent. Funded from Private Developers.	03 01 04 08 09 13	P	.10	C G P S T W O	PE CN	1/1/2008 6/1/2012	STP(L)	6000		3000 29700	5300	9000 35000		3000	3000	3000	35000	EIS		
							Totals				6,000		32700	5300	44000		3000	3000	38000			
14	3	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 land-scaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, lighting.	03 04 06	P	0.49	C P S T G W	CN	1/1/2008			AIP	3200	2000	5200	5200							
							Totals						3200	2000	5200	5200						
16	4	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, and sidewalks, left-turn pockets / landscaped median where feasible.	03 04 05	P	0.55	C G P T W S	CN	4/1/2009			AIP	2000	1000	3000	1500	1500						
							Totals						2000	1000	3000	1500	1500					

Six Year Transportation Improvement Program

From **2008** to **2013**

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

Hearing Date: 9/24/2008 Adoption Date: 9/24/2008
 Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge 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 Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	RW Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	5	38TH AVENUE IMPROVEMENTS -PHASE 1 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, storm sewer improvements, and provisions for future lighting.	03 06 04	P	1.0	C P O G T W	PE CN	1/1/2008 4/1/2011			AIP	6660	812 428	812 7088	100	416	296	7088			
							Totals					6660	1240	7900	100	416	296	7088			
19	6	PRENTICE STREET IMPROVEMENTS Prentice Street from: Fennimore to: Burnham Curbs, gutters on both sides, sidewalks, storm sewer improvements, and palnter strip where feasible.	03	P	.30	C G P S T W	CN	4/1/2012					875	875				875			
							Totals						875	875				875			
19	7	FRANKLIN AVENUE IMPROVEMENTS Franklin from: Peacock Hill to: Burnham Curbs, gutters on both sides, sidewalks, storm sewer improvements, and palnter strip where feasible.	03	P	.23	C G P S T W	CN	4/1/2012					875	875				875			
							Totals						875	875				875			
00	8	DOWNTOWN PARKING GARAGE Downtown Parking Garage from: Central Busn. Dist. to: Central Busn. Dist. Design and construct off street parking in conformance with City Public Works Standards. This will supplement existing public and private parking opportunities in the central downtown business district. Assumes	01	P	0.	P W	CN	1/1/2011					2500	2500				2500			
							Totals						2500	2500				2500			



Agency: Gig Harbor

Hearing Date: 9/24/2008 Adoption Date: 9/24/2008

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

Amend Date: Resolution No.:

City No.: 0490 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification						Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only					
		A. PIN/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								Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds									
		E. Beginning MP or Road - Ending MP or Road	F. Describe Work to be Done								Federal Fund Code	Federal Cost by Phase													
1	2	3						4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
17	9	GRANDVIEW STREET IMP. (PHASE 2) Grandview Street from: Pioneer Ave. to: Stinson Ave. Reconstruct Grandview Street to provide two 11 foot lanes w/ bike lanes, curb and gutters, and sidewalk.						03	P	.2	P S T W	CN	4/1/2010						420	420			420		
											Totals						420	420		420					
17	10	GRANDVIEW STREET IMP. (PHASE 3) Grandview Street from: McDonald Ave. to: Soundview Drive Reconstruct to include sidewalks w/ bike lanes and curb and gutter with landscape strips.						03 05	P	0.5	C G P S T W	PE CN	6/1/2008 12/31/2009					158 650	158 650	158	650				
											Totals						808	808	158	650					
17	11	38th AVENUE IMPROVEMENTS-PHASE 2 38th Avenue from: 56th Street to: Hunt 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, storm sewer improvements, and						03 06 04	P	.5	C P O G T W	PE CN	1/1/2008 4/1/2009			AIP	5800	632 828	632 6628	100	200	432	6628		
											Totals						5800	1460	7260	100	200	432	6628		
17	12	50th COURT 50th Court from: Olympic Drive to: 38th Street Construct new two lane roadway with curb, gutter, and sidewalk on both sides along with street illumination and storm system.						01	P	.5	S P T W G	CN	5/1/2008					1000	1000	1000					
											Totals								1000	1000	1000				

Six Year Transportation Improvement Program

From **2008** to **2013**

Agency: Gig Harbor

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City No.: 0490 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge 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 Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	13	OLYMPIC/HOLLYCROFT INTERSECTION IMPROVEMENTS from: _____ to: _____ Reconfigure the intersection by constructing a single lane roundabout.	03	P	0	P C	PE	12/31/2013						50	50				50		
							Totals							50	50				50		
16	14	VERNHARDSON STREET IMPROVEMENTS Vernhardson Street from: City Limits to: Peacock Hill Avenue Pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s), bicycle lanes (east of N. Harborview Drive), and	05 07	P	0.34	W T C	PE	1/1/2012						125	125				125		
							Totals							125	125				125		
14	15	PT. FOSDICK DR PED IMPROVEMENT 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	P	0.5	C G P T W	PE	1/1/2012						100	100				100		
							Totals							100	100				100		
17	16	HARBORVIEW DRIVE IMPROVEMENT PROJECT from: North Harborview to: Pioneer Reconstruct roadway to provide for curb, gutters, sidewalk with bike lanes and landscape strips.	03 05 06	P	1	P S T W C G	PE CN	1/1/2009 5/1/2010						100 1400	100 1400		100		1400		
							Totals							1500	1500		100		1400		

Six Year Transportation Improvement Program

From 2008 to 2013

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

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Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge 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 Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
8	9	10	11	12	13	14	15	16	17	18	19	20	21								
16	17	ROSEDALE STREET IMPROVEMENTS Rosedale Street from: Skansie to Shirley Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes, curbs, gutters, & S/W on both sides, storm,	03 05	P	.34	C P T	PE CN	1/1/2009 5/1/2011			AIP	820	150 442	150 1262		150	1262				
Totals											820	592	1412		150	1262					
16	18	SKANSIE AVENUE IMPROVEMENT PROJECT Skansie from: Rosedale to Hunt Minor widening to provide curb, gutters, storm sewer improvements, bicycle lane and sidewalks on both sides of the street.	03 05	P	1.	C P T	PE CN	1/1/2009 5/1/2010	STP(U) STP(U)			150 2000	150 2000		150	2000					
Totals											2150	2150		150	2000						
16	19	HUNT STREET Hunt Street from: Skansie Avenue to 38th Preliminary design of a 2-1/3-lane section, w/ median &/or left turn pockets, bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip	04 07	P	1.0	C S G P T W	PE CN	1/1/2013				825	825					825			
Totals												825	825					825			
14	20	Wollochet Drive Improvement Project Wollochet from: Hunt to SR 16 Widen roadway to provide for 11 foot lanes with additional lanes to accommodate future WSDOT SR 16 ramp modifications.	04	P	.5	C G P S W T	PE CN	1/1/2008 1/1/2012			7500	50 1300	50 8800	50				8800			
Totals											7500	1350	8850	50			8800				

Six Year Transportation Improvement Program

From **2008** to **2013**

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Functional Class	Priority Number	Project Identification					Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars						Expenditure Schedule (Local Agency)				Federally Funded Projects Only				
		A. PIN/Federal Aid No.	B. Bridge No.								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		State Fund Code	State Funds							Local Funds	Total Funds	
		D. Street/Road Name or Number											Federal Fund Code	Federal Cost by Phase											
E. Beginning MP or Road - Ending MP or Road																									
F. Describe Work to be Done																									
1	2	3					4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	21	Harbor Hill Drive Harbor Hill Drive from: Terminus to: Burnham Drive Complete the extension of Harbor Hill Drive to Burnham Drive. Developer Funded.					03 04	P	.25	C G P S W T	CN	12/1/2008					1000	1000	100	900					
Totals																1000	1000	100	900						
17	22	HUNT STREET/SR 16 UNDERCROSSING from: Hunt St to: Kimball Drive Construct a new undercrossing connecting both side of Hunt Street across SR 16.					21 22 08	P	.20	O P T	PE CN	3/1/2011 3/3/2012					500 4750	500 4750					500 4750		
Totals																5250	5250			5250					
16	23	HUNT/SKANSIE INTERSECTION IMPROVEMENTS Hunt Street and Skansie Ave. from: Hunt Street to: Skansie Ave. Installation of a roundabout at the intersection of Hunt Street and Skansie Ave. Funded by Pierce Transit.					12	P	.1	C G P S W T	PE CN	1/1/2008 5/1/2009	5309(Bus)	144 1500				144 1500	144	1500					
Totals														1,644			1644	144	1500						
17	24	BURNHAM DRIVE IMPROVEMENTS Burnham Drive from: Harborview Drive to: Interchange Reconstruction, including major widening, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips, and lighting.					03 05	P	1.75	O C C P P S T	PE CN	1/1/2010 3/1/2011				1000 8000	1000 8000					1000 8000			
Totals																9000	9000			9000					

Six Year Transportation Improvement Program

From **2008** to **2013**

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Amend Date: _____ Resolution No.: _____

City No.: 0490 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge 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 Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only					
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)				
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds										
									Federal Fund Code	Federal Cost by Phase														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21				
19	25	Judson/Stanich/Uddenberg Roadway Improvements Judson/Stanich/Uddenberg Roadway Improvements. from: Pioneer Way to: Soundview Drive Reconstruct the roadways and provide curb,gutter, and sidewalks along the uncompleted sections.		P	.10	C G P S T	PE CN	2/1/2008 7/1/2008						95 655	95 655	95 7108								
							Totals						750		750		7203							
Grand Totals for Gig Harbor									7,644		63,680		45,295		116,619		26,555		8566		17,810		70,241	



Business of the City Council
City of Gig Harbor, WA

NB3

Subject: 1st Reading of Ordinance -
Amendment to Public Works Standards
- Decorative Traffic Signal Poles and
Street Lights

Proposed Council Action: Adopt Ordinance
at Second Reading .

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: September 24, 2007

Exhibits: Proposed Public Works Standards
Figures 2-33 through 2-38.

	Initial & Date
Concurred by Mayor:	<u>CUA 9/20/07</u>
Approved by City Administrator:	<u>PMK 9/20/07</u>
Approved as to form by City Atty:	<u>GAM 9/20/07</u>
Approved by Finance Director:	_____
Approved by Department Head:	<u>Dene 9/20/07</u>

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

In keeping with the same character of the City, this Ordinance would require decorative signal poles. These poles would have the same powdered forest green color, and include decorative bases and luminaires (where lighting is required). The attached Figures illustrate these decorative components. This proposed Ordinance is for future signal poles – it is not proposed that existing poles be replaced at this time.

FISCAL CONSIDERATION

The additional cost for decorative signals is approximately \$1,500 per pole. Traffic signals are often developer funded, but in some instances the City pays for new signal poles..

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Adopt Ordinance at Second Reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY, AMENDING THE STANDARDS FOR DECORATIVE SIGNAL POLES AND STREETLIGHTS TO LIMIT THE SITUATIONS IN WHICH DECORATIVE SIGNAL POLES AND STREETLIGHTS MAY BE CONSTRUCTED, ESTABLISH THE DIMENSIONAL STANDARDS OF DECORATIVE SIGNAL POLES AND STREETLIGHTS, DESCRIBE THE REQUIREMENTS FOR MAINTENANCE; REPEALING SECTIONS 2E.020 AND 2F.020 OF THE CITY'S PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 712; AND ADOPTING NEW SECTIONS 2E.020 AND 2F.020 TO THE CITY'S PUBLIC WORKS STANDARDS.

WHEREAS, the City adopted the Public Works Standards in Ordinance No.712 ;
and

WHEREAS, the Public Works Standards currently include standards allowing for
the installation of traffic signal poles; and

WHEREAS, the City installs new street lights with a decorative style, which is
similar to the original street lights from the 1940 Narrows Bridge; and

WHEREAS, decorative traffic signal poles, including decorative bases, and
decorative street lights, help in further defining the character and limits of the City; and

WHEREAS, the Public Works Standards require Developers to install streetlights
when a development is required to provide illumination in the City's right of way ; and

WHEREAS, this ordinance is categorically exempt from SEPA under WAC
197.11.800(20); and

WHEREAS, the City Council held a public hearing and considered this Ordinance
during its regular City Council meeting of September 24, 2007 ; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. Sections 2E.010 and 2E.020 of the City's Public Works Standards as adopted by Ordinance No. 712, and amended by Ordinances 782, 832, and 858, are hereby repealed.

Section 2. Two new Sections 2E.010 and 2E.020 are hereby added to the City of Gig Harbor Public Works Standards as adopted by Ordinance No. 712, and amended by Ordinances 858, 832, and 782.

2E.010 General

Street lights will be required on all public streets or as determined by the City Engineer.

2E.020 Design Standards

A street lighting plan submitted by the applicant and approved by the Public Works Director shall be required for all street light installations. Type of installation shall be as set forth in WSDOT Standard Specifications and as directed by the City except where noted herein. Street lights shall be decorative in nature, meeting the requirements of these Standards.

All public street light designs shall be prepared by an engineering firm capable of performing such work. The engineer shall be licensed by the State of Washington. All developments shall submit the lighting plan on a separate sheet. After system design is completed and approved, a set of "record" mylars shall be submitted to the City as a permanent record.

Lights and associated foundations shall be designed in accordance with the Average Maintained Horizontal Illumination Table and related Public Works Standard Figures.

For the purposes of this section, area classes are determined by zoning as follows:

Commercial

C1 Commercial/Light Industrial

- B1 Retail, Limited
- B2 Retail, General

Intermediate

- RB1 Residential Business
- RB2 Residential/Business
- DB Downtown Business
- WC Waterfront Commercial
- WM Waterfront Millville

Residential

- R1 Single Family
- R2 Single Family/Duplex
- R3 Multifamily

As new zones are created, they will be classified for the design of illumination by the City Engineer. If road widths differ from those in the Illuminations Standards table, other illumination spacing will be determined by the City Engineer using the following criteria:

Average Maintained Horizontal Illumination (Foot Candles, fc)				
Road Class	Area Class			
	Residential	Intermediate	Industrial	Commercial
Local	0.4	0.6	N/A	0.89
Collector	0.6	0.8	1.0	1.2
Arterial	0.8	1.2	1.4	1.6
Boulevard	N/A	1.2	1.4	1.6

Uniformity ratio: 6.1 average – minimum for 0.6 fc and less
 4.1 average – minimum for 0.8 fc and greater

Dirt Factor = 0.85

Lamp lumen depreciation factor = 0.73

Weak Point Light = 0.2 fc except residential local road

Average illumination at intersections: 1.5 times the illumination required on the more highly illuminated street. Exception: In residential areas, local and collector streets intersecting other local and collector streets do not need 1.5 times the illumination provided a luminaire is placed at the intersection. These intersections shall meet the average maintained horizontal illumination for the highest road class at the intersection.

Line loss calculations shall show that no more than five percent voltage drop occurs in any circuit. Branch circuits shall serve a minimum of four luminaires.

GENERAL NOTES (Street Light Construction)

1. All workmanship, materials and testing shall be in accordance with the most current edition of the WSDOT Standard Specifications, WSDOT Standard Plans, Manual on Uniform Traffic Control Devices (MUTCD), National Electrical Code (NEC), or City of Gig Harbor Public Works Standards unless otherwise specified below. In cases of conflict, the most stringent guideline shall apply.
2. Electrical permits and inspections are required for all street lighting installations within the City of Gig Harbor. The Contractor is responsible for obtaining said permits prior to any type of actual construction. These permits are available from the Washington State Department of Labor & Industries.
3. A clearly marked service disconnect shall be provided for every lighting circuit. The location and installation of the disconnect shall conform to NEC and City of Gig Harbor standards. The photo cell window shall face north unless otherwise directed by the City. The service disconnect shall not be mounted on the luminaire pole. The service disconnect shall be of a type equal to a Meyers MEUGL-M100C-UM or Unicorn CP111B-01113A service, 120/240 VAC, 103W, Caltrans Type 3B with contactors, photo electric cell and test switch. All service disconnects shall be used to their fullest capacities, i.e., maximum number of luminaires per circuit.
4. All lighting wire shall be copper with a minimum size of #8. All wire shall be suitable for wet locations. All wire shall be installed in schedule 40 PVC conduit with a minimum diameter of 1-1/4 inches. A bushing or bell-end shall be used at the end of a conduit that terminates at a junction box or luminaire pole. Conductor identification shall be an integral part of the insulation of the conductors throughout the system i.e., color coded wire. Equipment grounding conductor shall be #8 copper. All splices or taps shall be made by approved methods utilizing epoxy kits rated at 600 volts (i.e., 3-M 82-A2). All splices shall be made with pressure type connectors (wire nuts will not be allowed). Direct burial wire will not be allowed. All other installations shall conform to NEC, WSDOT Standard Specifications and MUTCD standards.
5. Each luminaire pole shall have an in-line, fused, water-tight electrical disconnect located at the base of the pole. Access to these fused disconnects shall be through the hand-hole on the pole. The hand-hole shall be facing away from on-coming traffic. Additional conductor length shall be left inside the pole and pull or junction box equal to a loop having a diameter of one foot. Load side of in-line fuse to luminaire head shall be cable and pole bracket wire, 2 conductor, 19 strand copper #10 and shall be supported at the end of the luminaire arm by an approved means. Fuse size, disconnect installation and grounding in pole shall conform to NEC standards.

6. Approved pull boxes or junction boxes shall be installed when conduit runs are more than 200 feet. In addition, a pull box or junction box shall be located within 10 feet of each luminaire pole and at every road crossing. Boxes shall be clearly and indelibly marked as lighting boxes by the legend, "L.T." or "LIGHTING". See WSDOT Standard Plans for Road, Bridge, and Municipal Construction standard plan J-11a.
7. Mounting heights, arm length, power source, luminaire, and bolt patterns shall be as follows:

Mounting Height:	varies
Arm Length:	varies
Power Source:	240 VAC, Single Phase, 3 Wire
Luminaire Type:	250 Watt, Metal Halide (not included), ED 28 bulb, Mogul base. E.S. Type III Cut-off (asymmetrical). Sealsafe system, composed of brightened anodized aluminum hydroformed reflector, permanently assembled on a sag lens. Watertightness Ip66 rating.
Bolt Pattern:	4 Bolt, Diameter Bolt C.

8. Any modification to approved lighting plans shall be reviewed and approved by the City prior to installation.

Section 3. Section 2F.020 of the City's Public Works Standards as adopted by Ordinance No. 712, and amended by Ordinances 782, 832, and 858, is hereby repealed.

Section 4. A new Section 2F.020 is hereby added to the City of Gig Harbor Public Works Standards as adopted by Ordinance No. 712, and amended by Ordinances 858, 832, and 782.

2F.020 Design Standards

Signal systems shall be designed in accordance with the most current edition of the WSDOT Standard Specifications, WSDOT Standard Plans, Manual on Uniform Traffic Control Devices (MUTCD), National Electrical Code (NEC), or City of Gig Harbor Public Works Standards unless otherwise specified, unless otherwise authorized by the City Engineer. Decorative signal poles shall also meet the requirements of these Standards.

All signal designs shall be prepared by an engineering firm capable of performing such work. The engineer shall be licensed by the State of Washington. All applicable requirements set forth in Section 2F.010 shall be included. "Figure 2-34" is hereby incorporated by this reference.

Decorative signal pole bases shall be in accordance with Figure 2-35 of these Standards. "Figure 2-35" is hereby incorporated by this reference.

All signal poles and bases located within the City's right-of-way shall be owned and maintained by the City.

Construction of decorative traffic signal poles, light poles, luminaires, and bases are the responsibility of the City for Capital Improvement Projects, and the private developer for private projects. Upon completion of the required improvements, the developer will be required to submit a statement to the City warranting that the improvements have been completed in accordance with the adopted standards and shall include a Maintenance Bond for a period of two years from the date of final acceptance.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____, 2007.

CITY OF GIG HARBOR

Charles L. Hunter, MAYOR

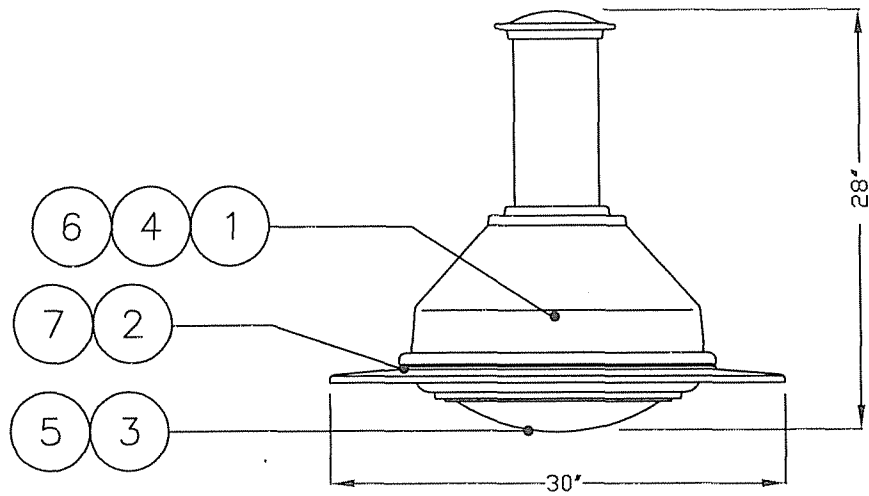
ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO. _____



DECORATIVE LUMINAIRE
HIGHER THAN 15 FEET

DETAIL 
NO SCALE

LUMINAIRE:

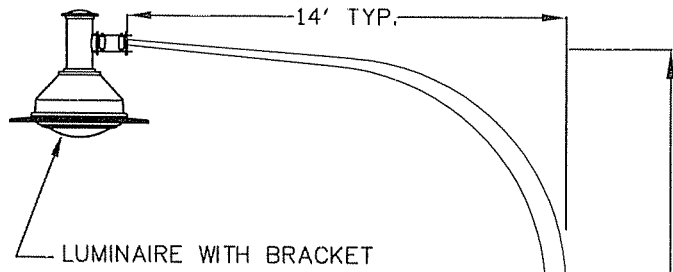
- ① HOOD: CAST 356 ALUMINUM DOME, MECHANICALLY ASSEMBLED ON THE LUMINAIRE.
- ② REFLECTOR: SPUN 1100-0 ALUMINUM, MECHANICALLY ASSEMBLED ON THE LUMINAIRE.
- ③ LENS: CLEAR GLASS CURVED LENS, MECHANICALLY ASSEMBLED ON THE LOWER PART OF THE TECHNICAL RING WITH BRACKETS.
- ④ LAMP: 250 WATTS METAL HALIDE (NOT INCLUDED), ED 28 BULB, MOGUL BASE.
- ⑤ OPTICAL SYSTEM: (SCB3M), I.E.S. TYPE III CUT-OFF (ASYMMETRICAL). SEALS SAFE SYSTEM, COMPOSED OF BRIGHTENED ANODIZED ALUMINUM HYDROFORMED REFLECTOR, PERMANENTLY ASSEMBLED ON A SAG LENS. WATERTIGHTNESS IP66 RATING.
- ⑥ BALLAST: HIGH POWER FACTOR OF 90%. PRIMARY VOLTAGE TO BE 240 V. LAMP STARTING CAPACITY -20F (-30C) DEGREES. ASSEMBLED ON A UNITIZED REMOVABLE TRAY WITH QUICK DISCONNECT PLUG.
- ⑦ ACCESS MECHANISM: A DIE CAST A380 ALUMINUM TECHNICAL RING WITH LATCH AND HINGE. THE MECHANISM SHALL OFFER TOOLFREE ACCESS TO THE INSIDE OF THE LUMINAIRE. AN EMBEDDED MEMORY-RETENTIVE GASKET SHALL ENSURE WEATHERPROOFING.

WIRING: TYPE TEW 14 GA. 12" (305mm) MINIMUM EXCEEDING TOP OF POLE. ALL ELECTRICAL CONNECTIONS SHALL BE MADE WITH QUICK-DISCONNECT CONNECTORS.

HARDWARE: ALL EXPOSED SCREWS WILL BE IN STAINLESS STEEL. NEOPRENE AND/OR SILICONE GASKETING IS APPLIED.

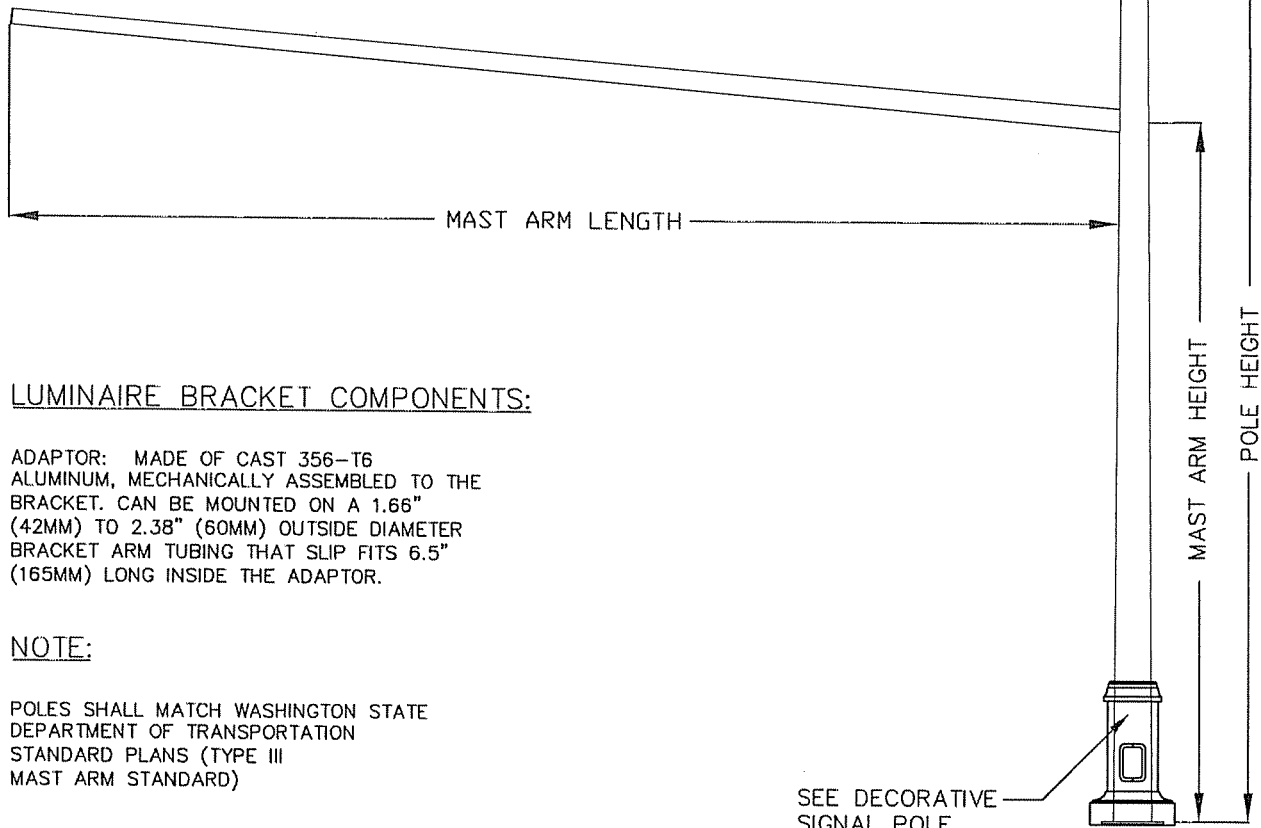
FINISH: COLOR TO BE FOREST GREEN. APPLICATION OF A TEXTURED POLYESTER POWDER COAT PAINT. (4 MILS/100 MICRONS). THE CHEMICAL COMPOSITION PROVIDE A HIGHLY DURABLE UV AND SALT SPRAY RESISTANT FINISH IN ACCORDANCE TO THE ASTM-B117-73 STANDARD AND HUMIDITY PROOF IN ACCORDANCE TO THE ASTM-D2247-68 STANDARD.

CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS			
DECORATIVE LUMINAIRE HIGHER THAN 15 FEET			
APPROVED BY CITY ENGINEER _____		DATE 8/3/07	
DWN ADL	CKD STM	DATE 8/3/07	FILE FIG 2-33



DECORATIVE LUMINAIRE SIGNAL POLE

DETAIL 
NO SCALE



LUMINAIRE BRACKET COMPONENTS:

ADAPTOR: MADE OF CAST 356-T6 ALUMINUM, MECHANICALLY ASSEMBLED TO THE BRACKET. CAN BE MOUNTED ON A 1.66" (42MM) TO 2.38" (60MM) OUTSIDE DIAMETER BRACKET ARM TUBING THAT SLIP FITS 6.5" (165MM) LONG INSIDE THE ADAPTOR.

NOTE:

POLES SHALL MATCH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD PLANS (TYPE III MAST ARM STANDARD)

FINISH NOTES	
BASE COAT:	HOT DIPPED GALVANIZED TO ASTM A123
FINISH COAT:	TGIC OR URETHANE POLYESTER POWDER
COLOR:	FOREST GREEN

CITY OF GIG HARBOR
DEPARTMENT OF PUBLIC WORKS
**DECORATIVE LUMINAIRE
SIGNAL POLE**

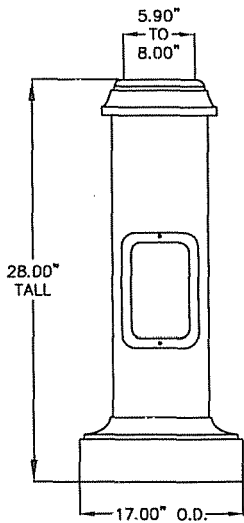
9

APPROVED BY _____ DATE 8/3/07
CITY ENGINEER

DWN ADL	CKD STM	DATE 8/3/07	FILE FIG 2-34
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REF

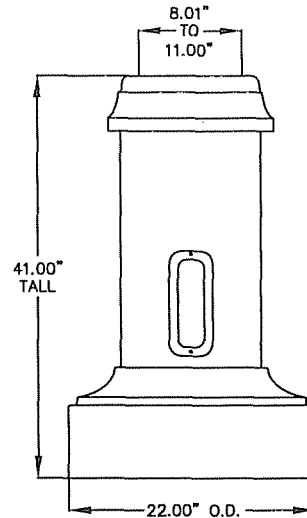
REV. NO:



COLLAR WILL BE USED TO PROVIDE CLOSER FIT FOR 5.32" DIA. PS POLE

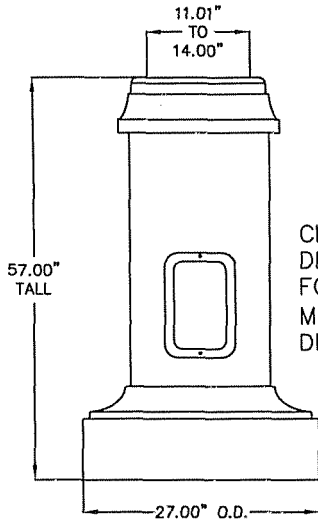
CLASSIC HIGH DECORATIVE BASE FOR PS POLES

17" DECORATIVE BASE



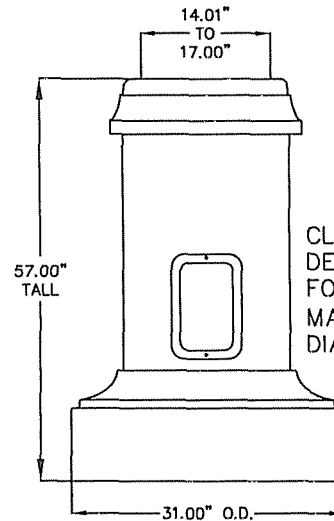
CLASSIC HIGH DECORATIVE BASE FOR POLES WITH MAXIMUM 11.00" DIA. BASE

22" DECORATIVE BASE



CLASSIC HIGH DECORATIVE BASE FOR POLES WITH MAXIMUM 14.00" DIA. BASE

27" DECORATIVE BASE



CLASSIC HIGH DECORATIVE BASE FOR POLES WITH MAXIMUM 17.00" DIA. BASE

31" DECORATIVE BASE

NOTE:

1. BASES ARE CAST ALUMINUM FOR STEEL STREET LIGHTING AND TRAFFIC POLES.
2. FACTORY FABRICATED FROM CAST AND EXTRUDED PARTS.
3. DECORATIVE BASES SHALL BE VALMONT MODEL CHXXAB OR APPROVED EQUAL.

DECORATIVE SIGNAL POLE BASE

DETAIL

NO SCALE



FINISH NOTES	
FINISH COAT:	TGIC OR URETHANE POLYESTER POWDER
APPLICATION TO BE TEXTURED	
COLOR:	FOREST GREEN

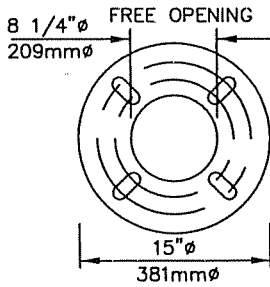
CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS			
DECORATIVE SIGNAL POLE BASE			
APPROVED BY CITY ENGINEER	DATE	8/3/07	
DWN ADL	CKD STM	DATE 8/3/07	FILE FIG 2-35

ANCHOR PLATE

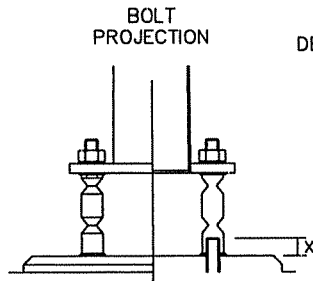
B.C.: 12 1/2"φ
317mmφ
THICKNESS: 1"
25mm

NOTE:

THIS ANCHOR PLATE ACCEPTS
• A BOLT CIRCLE FROM
11 1/4"φ @ 13"φ
286mmφ @ 330mmφ



BASE DETAILS

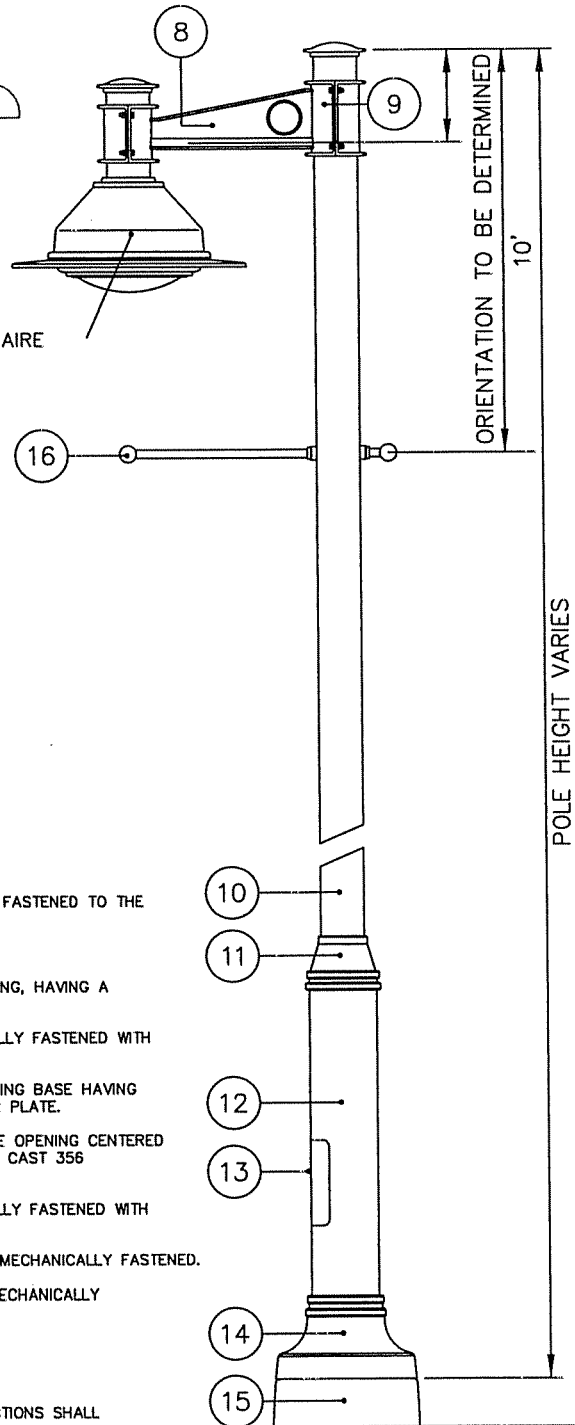


X = 1 3/8" (35mm) MAX.
COMES WITH 4 ANCHOR BOLTS,
4 BREAKAWAY COUPLINGS #4100
4 NUTS AND 8 WASHERS.

- ANCHORING BOLTS
STEEL, 1" x 36"

**DECORATIVE
LIGHT POLE**

DETAIL
NO SCALE



BRACKET:

- 8 ARM: MADE OF CAST 356 ALUMINUM, WELDED.
- 9 ADAPTOR: CLAMPS MADE OF CAST 356 ALUMINUM, WELDED TO THE ARM AND MECHANICALLY FASTENED TO THE POLE BY 4 BOLTS AND NUTS.

POLE:

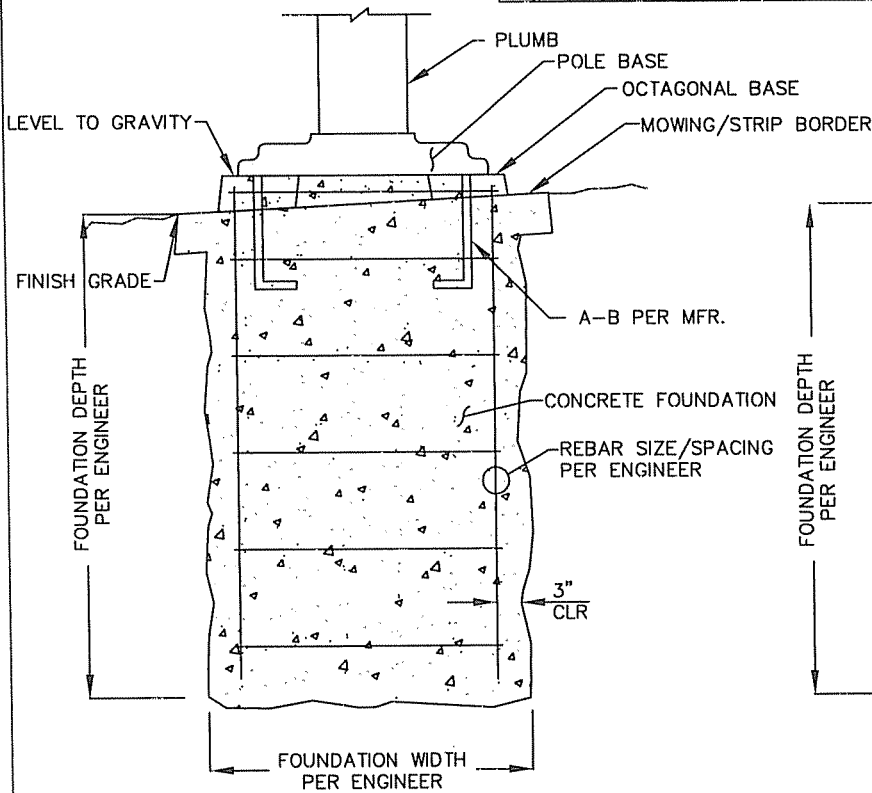
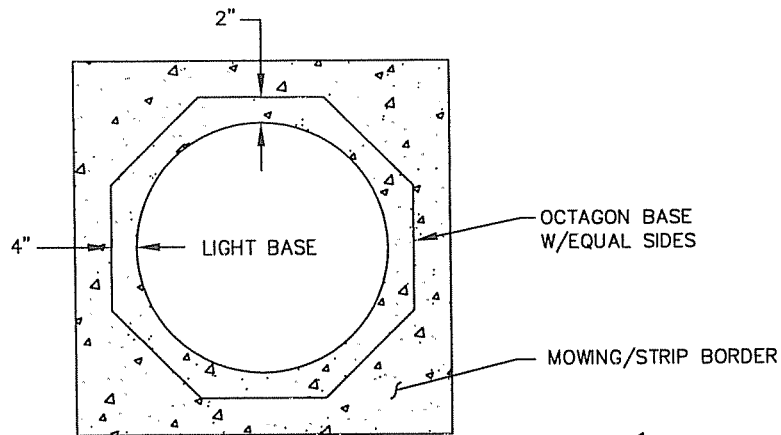
- 10 POLE SHAFT: SHALL BE MADE FROM 5'U"(141mm) ROUND HIGH TENSILE CARBON STEEL TUBING, HAVING A 0.250" (6.4mm) WALL THICKNESS, WELDED TO THE POLE BASE.
- 11 JOINT COVER: TWO PIECE ROUND JOINT COVER MADE FROM CAST 356 ALUMINUM, MECHANICALLY FASTENED WITH STAINLESS STEEL SCREWS.
- 12 POLE BASE: SHALL BE MADE FROM A 8'K"(219mm) ROUND HIGH TENSILE CARBON STEEL TUBING BASE HAVING A 0.180" (4.6mm) WALL THICKNESS, WELDED TO BOTH THE BOTTOM AND TOP OF THE ANCHOR PLATE.
- 13 MAINTENANCE OPENING: THE POLE SHALL HAVE A 4" x 10" (102mm x 254mm) MAINTENANCE OPENING CENTERED 25'4" (641mm) FROM THE BOTTOM OF THE ANCHOR PLATE, COMPLETE WITH A WEATHERPROOF CAST 356 ALUMINUM COVER AND A FACTORY ASSEMBLED COPPER GROUND LUG.
- 14 BASE COVER: TWO PIECE ROUND BASE COVER MADE FROM CAST 356 ALUMINUM, MECHANICALLY FASTENED WITH STAINLESS STEEL SCREWS.
- 15 BREAK AWAY COVER: ONE PIECE ROUND BASE COVER MADE FROM SPUN 1100-0 ALUMINUM, MECHANICALLY FASTENED.
- 16 POLE OPTIONS: BANNER ARM MADE OF ALUMINUM TUBING, 1'6"(27mm) OUTSIDE DIAMETER, MECHANICALLY ASSEMBLED TO THE POLE.

WIRING: TYPE TEW 14 GA. 12" (305mm) MINIMUM EXCEEDING TOP OF POLE. ALL ELECTRICAL CONNECTIONS SHALL BE MADE WITH QUICK-DISCONNECT CONNECTORS.

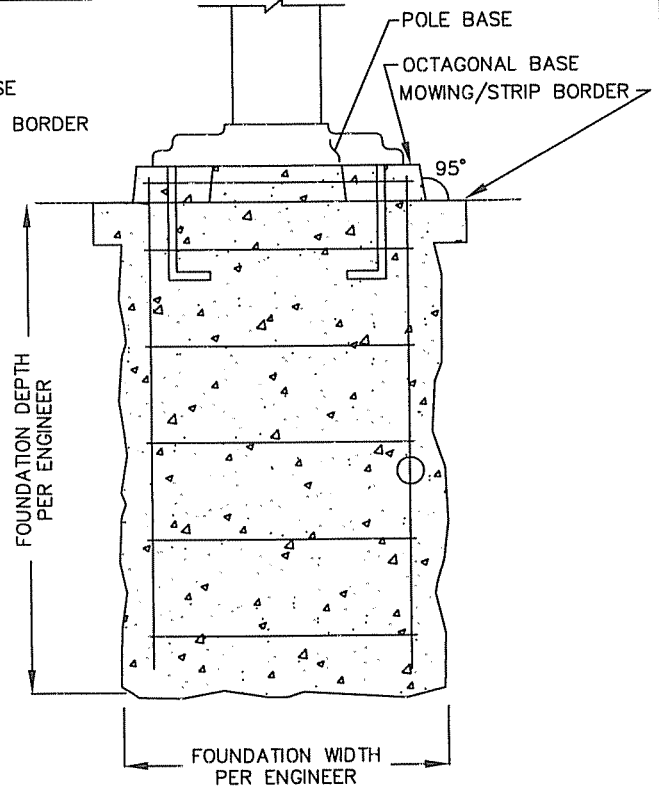
HARDWARE: ALL EXPOSED SCREWS WILL BE IN STAINLESS STEEL. NEOPRENE AND/OR SILICONE GASKETING IS APPLIED.

FINISH: COLOR TO BE FOREST GREEN. APPLICATION OF A TEXTURED POLYESTER POWDER COAT PAINT. (4 MILS/100 MICRONS). THE CHEMICAL COMPOSITION PROVIDE A HIGHLY DURABLE UV AND SALT SPRAY RESISTANT FINISH IN ACCORDANCE TO THE ASTM-B117-73 STANDARD AND HUMIDITY PROOF IN ACCORDANCE TO THE ASTM-D2247-68 STANDARD.

CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS			
DECORATIVE LIGHT POLE (HIGHER THAN 15 FEET			
APPROVED BY CITY ENGINEER		DATE 8/3/07	
DWN	CKD	DATE	FILE
ADL	STM	8/3/07	FIG 2-36



SLOPED GRADE APPLICATIONS



LEVEL GRADE APPLICATIONS

NOTE:
 SIZE OF OCTAGON BASE
 AND MOWING STRIP/BORDER
 ARE DETERMINED BY SIZE
 OF STREET LIGHT BASE

LUMINAIRE
 FOUNDATION

DETAIL 
 NO SCALE

CITY OF GIG HARBOR
 DEPARTMENT OF PUBLIC WORKS

LUMINAIRE
 FOUNDATION DETAIL

APPROVED BY _____ DATE 8/3/07
 CITY ENGINEER

DWN	CKD	DATE	FILE
ADL	STM	8/9/07	FIG 2-37

REF

DECORATIVE LIGHT POLE

DETAIL NO SCALE

LUMINAIRE: DMS50-175MH-SG3-240-GN6TX

- 1 HOOD: SPUN ALUMINUM 1100-0 DOME, MECHANICALLY ASSEMBLED ON THE LUMINAIRE.
- 2 REFLECTOR: SPUN 1100-0 ALUMINUM, MECHANICALLY ASSEMBLED ON THE LUMINAIRE.
- 3 LENS: CLEAR TEMPERED GLASS LENS, MECHANICALLY ASSEMBLED ON THE LOWER PART OF THE TECHNICAL RING WITH BRACKETS.
- 4 LAMP: (NOT INCLUDED), 175 WATT METAL HALIDE (ANSI CODE M57), ED 28 BULB, MOGUL BASE.
- 5 OPTICAL SYSTEM: (SG3), I.E.S. TYPE III (ASYMMETRICAL), REFLECTOR COMPOSED OF A CHEMICALLY BRIGHTENED MULTI-FACETED ANODIZED ALUMINUM, MOUNTED ON A WHITE FRAME. THIS ASSEMBLY ALLOWS FOR A FULL ROTATION OF THE OPTICAL SYSTEM IN 90 DEGREE INCREMENTS.
- 6 BALLAST: HIGH POWER FACTOR OF 90%. PRIMARY VOLTAGE 240 VOLTS. LAMP STARTING CAPACITY -20 F DEGREES. ASSEMBLED ON A UNITIZED REMOVABLE TRAY WITH QUICK DISCONNECT PLUG.
- 7 ACCESS-MECHANISM: A DIE CAST A360 ALUMINUM TECHNICAL RING WITH LATCH AND HINGE. THE MECHANISM SHALL OFFER TOOL-FREE ACCESS TOT HE INSIDE OF THE LUMINAIRE. AN EMBEDDED MEMORY-RETENTIVE GASKET SHALL ENSURE WEATHERPROOFING.
- 8 HOUSING: IN A ROUND SHAPE, THIS HOUSING IS MADE OF CAST 356 ALUMINUM, C/W A WEATHERPROOF GROMMET, MECHANICALLY ASSEMBLED TO THE BRACKET WITH FOUR BOLTS 3/8-16 UNC. THIS SUSPENSION SYSTEM PERMITS FOR A FULL ROTATION OF THE LUMINAIRE IN 90 DEGREE INCREMENTS.

BRACKET: MM-1A-GN6TX

- 9 ARM: MADE FROM 2 3/8 IN. OUTSIDE DIAMETER ALUMINUM TUBING, WELDED.
- 10 DECORATIVE ELEMENT: MADE OF CAST 356 ALUMINUM, WELDED.
- 11 CENTRAL TUBING: MADE OF ALUMINUM 6063-T6, 4 1/2" OUTSIDE DIAMETER. SLIP-FITS 9" OVER A 4" OUTSIDE DIAMETER POLE TENON. MECHANICALLY FASTENED BY TWO SETS OF THREE SET SCREWS AT 120 DEGREES AROUND THE BRACKET.

POLE: AMBU-15-BA-GN6TX

- 12 POLE SHAFT: SHALL BE MADE FROM A 4" ROUND EXTRUDED 6061-T6 ALUMINUM TUBING, HAVING A 0.226" WALL THICKNESS, WELDED TO THE POLE BASE.
- 13 JOINT COVER: TWO-PIECE ROUND JOINT COVER MADE FROM CAST 356 ALUMINUM, MECHANICALLY FASTENED WITH STAINLESS STEEL SCREWS.
- 14 POLE BASE: SHALL BE MADE FROM A 8 5/8" ROUND EXTRUDED 6061-T6 ALUMINUM TUBING BASE HAVING A 0.148" WALL THICKNESS, WELDED TO BOTH THE BOTTOM AND TOP OF THE ACHOR PLATE.
- 15 MAINTENANCE OPENING: THE POLE SHALL HAVE A 4" X 10" MAINTENANCE OPENING CENTERED 25 1/4" FROM THE BOTTOM OF THE ACHOR PLATE, COMPLETE WITH A WEATHERPROOF CAST 356 ALUMINUM COVER AND A COPPER GROUND LUG.
- 16 BASE COVER: TWO PIECE ROUND BASE COVER MADE FROM CAST 356 ALUMINUM, MECHANICALLY FASTENED WITH STAINLESS STEEL SCREWS.
- 17 POLE OPTIONS: (BA) SINGLE, SINGLE ARM(S) (1), FIXED STANDARD TYPE, MADE OF STEEL TUBING, 1 1/16" OUTSIDE DIAMETER, MECHANICALLY ASSEMBLED TO THE POLE, COMPLETE WITH A STANDARD CAST ALUMINUM DECORATIVE BALL, SET AT 12'0" ABOVE BASE.

DESCRIPTION OF COMPONENTS:

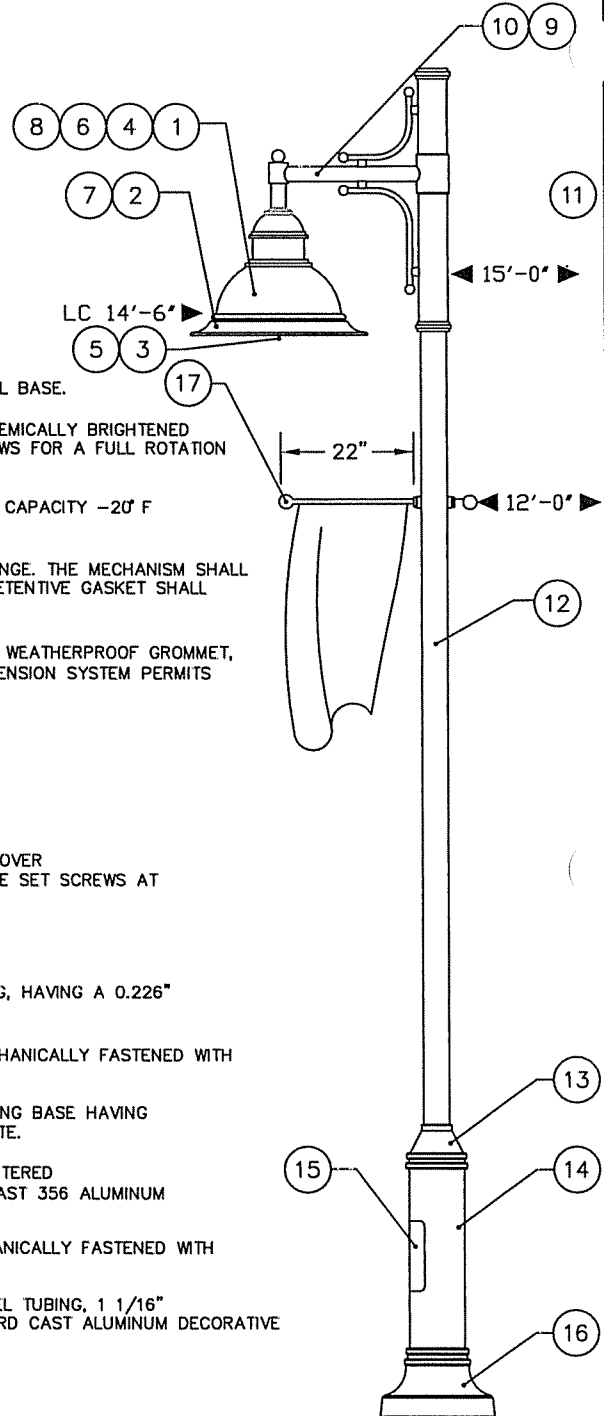
WIRING: GAUGE (#14) TEW WIRES, 6" MINIMUM EXCEEDING TOP OF THE BRACKET.

HARDWARE: ALL EXPOSED SCREWS WILL BE IN STAINLESS STEAL. ALL SEALS AND SEALING DEVICES ARE MADE AND/OR SILCONE.

FINISH: COLOR TO BE FOREST GREEN TEXTURED (GN6TX). APPLICATION OF A POLYESTER COAT PAINT. (4 MILS/100 MICRONS). THE CHEMICAL COPOSITION PROVIDES A HIGHLY DURABLE UV AND SALT SPRAY RESISTANT FINISH IN ACCORDANCE TOTHE ASTM-B117-73 STANDARD AND HUMIDITY PROOF IN ACCORDANCE TO THE ASTM-D2247-68 STANDARD.

NOTES:

1. SEE DETAIL 2-64 FOR 15' DECORATIVE LUMINAIRE CONSTRUCTION DETAILS.



CITY OF GIG HARBOR
DEPARTMENT OF PUBLIC WORKS

DECORATIVE LIGHT POLE 15 FEET AND UNDER

APPROVED BY
CITY ENGINEER

DATE 9/12/07

DWN

ADL

CKD

STM

DATE

9/12/07

FILE

FIG 2-38

REF



Business of the City Council
City of Gig Harbor, WA

NB4

Subject: First Reading of Ordinance
Utility Extension Agreement – Elimination
of Zoning Requirements

Proposed Council Action:

Adopt the Ordinance at the second reading
amending GHMC Section 13.34 to eliminate
subsection J, repealing the requirement that a
property owner conform development of the
property in the UGA as a condition of receiving
sewer or water service from the City.

Dept. Origin: City Attorney

Prepared by: City Attorney

For Agenda of: September 24, 2007

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

CH 9/20/07

Approved by City Administrator:

RJK 9/20/07

Approved as to form by City Atty:

Cam 9/20/07

Approved by Finance Director:

N/A

Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND. Under chapter 13.34 GHMC, an owner of property lying in the UGA may ask the City to provide water and/or sewer service to the property. As a condition of such service, the City requires that the property owner sign an agreement with the City, which includes a number of conditions (all set forth in GHMC Section 13.34.060). One of these conditions is that the owner of the property conform property development to the City's development standards and the City's comprehensive plan.

Recently, the Court of Appeals rendered a decision in MT Development LLC v. City of Renton, 165 P.3d 427 (2007), which held that the City did not have the ability to impose this requirement. As a result, the City of Gig Harbor needs to eliminate this requirement from the code at this time.

FISCAL CONSIDERATION. None.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION. Recommend that the Council adopt the ordinance at the second reading amending GHMC Section 13.34 to eliminate subsection J, repealing the requirement that a property owner conform development of the property in the UGA as a condition of receiving sewer or water service from the City.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROVISION OF WATER AND SEWER SERVICE TO PROPERTY OUTSIDE THE CITY LIMITS, AMENDING THE REQUIREMENTS IN A UTILITY EXTENSION AGREEMENT TO ELIMINATE THE APPLICANT'S REQUIREMENT TO CONFORM DEVELOPMENT OF THE PROPERTY TO THE CITY'S DEVELOPMENT STANDARDS, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.34.060.

WHEREAS, the City of Gig Harbor currently provides water and sewer to property lying outside the City limits in the Urban Growth Area, upon the applicant's compliance with the City's conditions, as set forth in chapter 13.34 GHMC; and

WHEREAS, one of the conditions of such service is a requirement that the applicant sign a utility extension agreement, which is a contract between the property owner and the City, expressing the terms and conditions of such service; and

WHEREAS, one of the contract terms is a requirement to conform the development of the property to the City's development standards, and this requirement is reflected in GHMC Section 13.34.060; and

WHEREAS, on August 27, 2007, the Washington Court of Appeals rendered a decision on *MT Development LLC v. City of Renton*, 165 P.3d 427 (2007), which held that a city did not have the ability to require that a owner of property lying outside the city conform development of the property to the city's comprehensive plan and zoning code as a condition of receiving sewer service; and

WHEREAS, GHMC Section 13.34.060 must be amended to reflect the Court's decision; and

WHEREAS, the City's SEPA Responsible Official issued a threshold determination of _____ for this Ordinance on _____; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of _____ 200_; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. Section 13.34.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.34.060 Utility extension agreement.

Every applicant for water and/or sewer service outside the city limits, except for municipal corporations or quasi-municipal corporations, such as water, sewer or fire districts making application under GHMC 13.34.070 must agree to sign an agreement with the city, which conditions the provision of the service on the following terms:

A. Agreement to Run with the Property. The agreement shall be recorded against the property in the Pierce County auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.

B. Warranty of Title. The agreement shall be executed by the owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.

C. Costs of Design, Engineering and Construction of Extension. The owner shall agree to pay all costs of design, engineering and construction of the extension, which shall be accomplished to city standards and conform to plans approved by the city public works director. Costs of plan review and construction inspection shall also be paid by the owner.

D. Capacity Commitment Payments. The owner shall agree to pay for the city's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the sewer and/or water service. Such payments shall be made under the payment schedule determined by the city.

E. Easements and Permits. The owner shall secure and obtain at the owner's sole cost and expense, all permits, easements and licenses necessary to construct the extension.

F. Dedication of Capital Facilities. The owner shall agree to dedicate all capital facilities constructed as part of the water and sewer extension (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the city, upon the completion of construction, approval and acceptance by the city.

G. Connection Charges. The owner shall agree to pay the connection charges set by the city in GHMC 13.04.080(C) and/or 13.32.070 (as these sections now exist or may hereafter be

amended), as a condition of connecting to the city water and/or sewer system. Such connection charges shall be calculated at the rate schedules applicable at the time of actual connection.

H. Agreement Not to Protest Annexation. The owner shall provide the city with an irrevocable power of attorney to allow a city representative to sign a petition for annexation on behalf of the property owner or the property owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.

I. Waiver of Right to Protest LID. If, at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement shall specifically describe the improvement. The owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such LID or ULID.

~~J. Development of Property to Conform to City Code — Exceptions. The owner shall agree to comply with all requirements of the city's land use plan, zoning, fire codes and those portions of the city building code which are referenced by the fire code, and the city public works standards when developing or redeveloping the property subject to the agreement. The city council may grant exceptions to the requirements contained in this subsection only under the following conditions:~~

~~1. The applicant must demonstrate that the proposed departure from the city's land use standards, zoning code, or public works standards would result in a development which meets the intent of the applicable provisions of the comprehensive plan, zoning code or public works standards, based upon compliance with all of the following criteria:~~

~~a. That the site of the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features necessary to ensure compatibility with and not inconsistent with the underlying zoning district;~~

~~b. That the site for the proposed use relates to streets, adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed uses and that adequate public utilities are available to serve the proposal;~~

~~c. That the proposed use will have no significant adverse effect on existing uses or permitted uses;~~

~~d. That the establishment, maintenance and/or conducting of the uses for which the utility agreement is sought will not, under the circumstances of the particular case, be detrimental to the public welfare, injurious to the environment, nor shall the use~~

~~be inconsistent with or injurious to the character of the neighborhood or contrary to its orderly development.~~

J. K. Termination for Noncompliance. In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city shall have the ability to disconnect the utility, and for that purpose may at any time enter upon the property.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 200__.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____



NBS

Business of the City Council
City of Gig Harbor, WA

Subject: Resolution for Public Hearing
– Prentice Avenue & Benson Street Vacation
Request – Todd Block

Dept. Origin: Community Development

Prepared by: Dave Brereton, Interim *DB*
Community Development Director

Proposed Council Action: Recommend that
Council pass the resolution setting Monday,
October 22, 2007 at 6:00 P.M. as the date for
the public hearing on the proposed street
vacation for a portion of Prentice Avenue and
Benson Street.

For Agenda of: September 24, 2007

Exhibits: Letter of Request, Resolution, Legal
Description, Site Map, Aerial Map

Initial & Date

Concurred by Mayor: *CLH 9/20/07*
Approved by City Administrator: *RJK 9/20/07*
Approved as to form by City Atty: *CAM 9/20/07*
Approved by Finance Director:
Approved by Department Head: *Dave 9/20/07*

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

The city received a letter on August 23, 2007 from Mr. Todd Block, petitioning the city to vacate a portion of Prentice Avenue and Benson Street, in accordance with GHMC 12.14.002.

Specifically, the request is for the vacation of the southern 32 feet of the Benson Street and the western 33 feet of Prentice Ave. Right-Of-Ways currently held by the City and abutting Lot 1 and the north 30 feet of Lot Block 6 of the Plat of Woodworth Addition to Gig Harbor (parcel no. 9815000191).

As defined in 12.14 GHMC a resolution must be passed by the City Council setting a time and date for a public hearing on the proposed street vacation.

POLICY CONSIDERATIONS

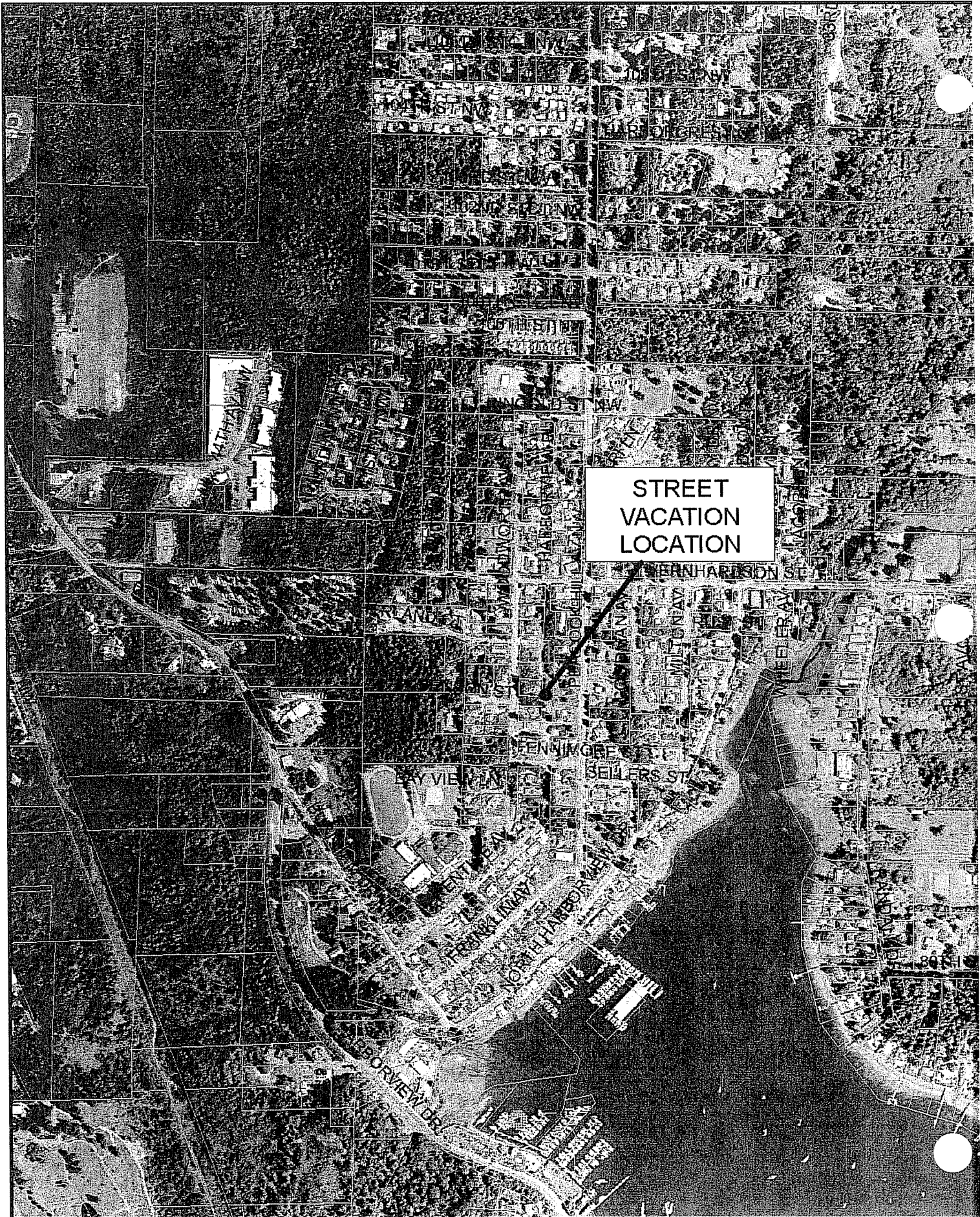
Any policy considerations will be provided at the public hearing.

FISCAL CONSIDERATIONS

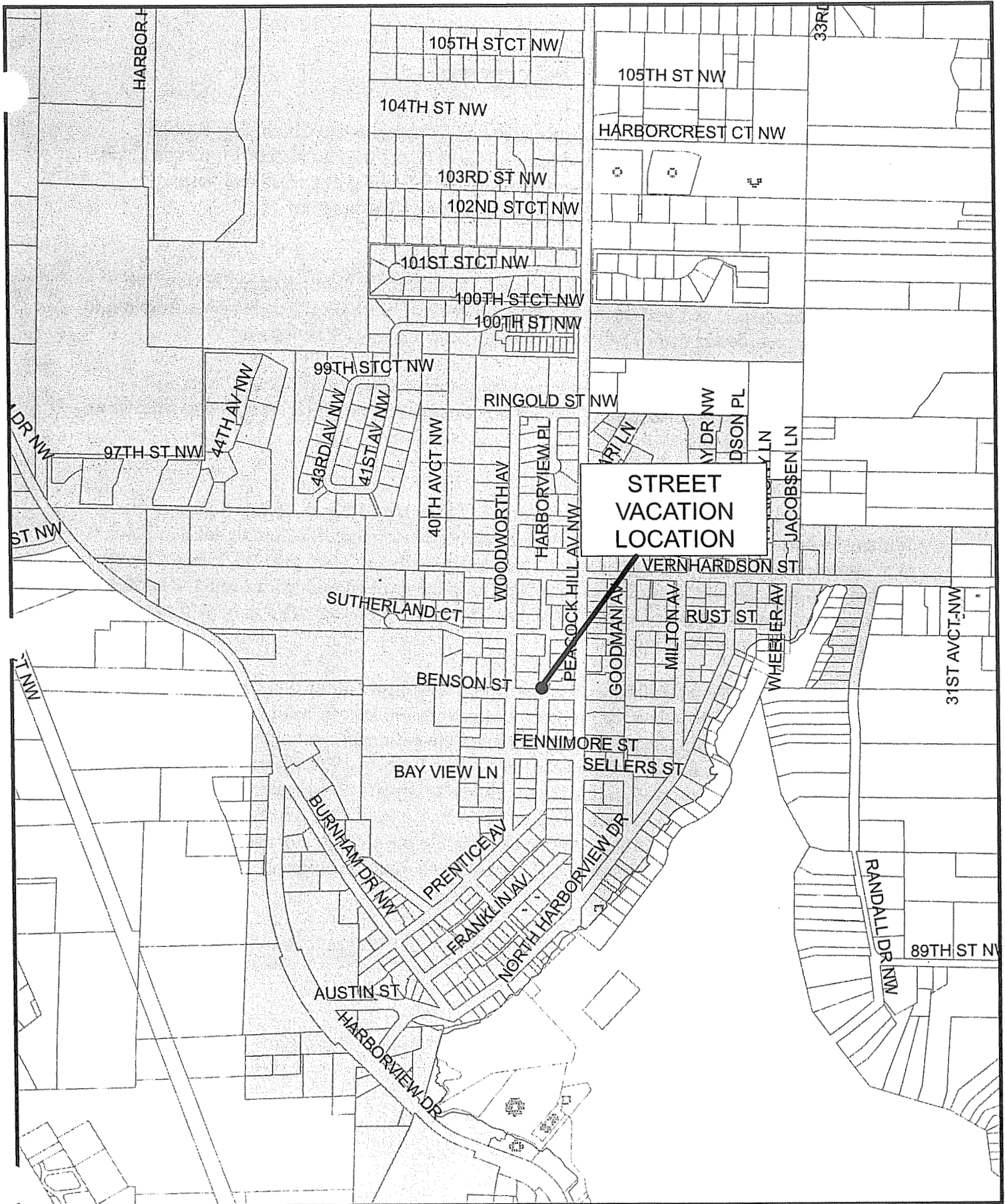
The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

I recommend that Council pass the resolution setting Monday, October 22, 2007 at 6:00 p.m. as the date for the public hearing on the proposed street vacation of Prentice Avenue and Benson Street.



PRENTICE AVE. AND BENSON STREET VACATION
VICINITY MAP



PRENTICE AVE. AND BENSON STREET VACATION
VICINITY MAP

PETITION

Todd Block, being land owner of adjoining roads, hereby petitions the City of Gig Harbor, Pursuant to section 12.14.002 (A) and section 12.14.018 (C) of the Gig Harbor Municipal Code, to vacate that portion of the unopened roads abutting the following described real property located in the City of Gig Harbor, County of Pierce, State of Washington:

Parcel No. 9815000191

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 2 East of the Willamette Meridian; Lot 1 and the north 30 feet of lot 2 of block 6 of Woodworth's Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County, Washington.

Adjoining the petitioner's property are the unopened roads called out as Norton Street and Chester Street on the face of the plat. The portion of unopened streets is described as follows as it affects the adjoining lot.


Affected Parcel No. 9815000191

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 3 East of the Willamette Meridian; The south half of Norton Street (Benson Street) adjoining lot 1 of block 6 of Woodworth's Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington, also the west half of Chester Street (Prentice Ave) adjoining lot 1 and the north 30 feet of lot 2 of block 6 of Woodworth's Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County, Washington.

The plat which includes the Petitioner's property and unopened Norton and Chester Street, was recorded August 22, 1890, when the property was in unincorporated Pierce County, Washington. That portion of Norton and Chester Streets adjoining the petitioner's property was unopened for five years prior to the enactment of Washington Session Laws of 1909, chapter 90. That portion of Norton and Chester Streets adjoining the petitioner's property was vacated as a matter of law pursuant to Washington State Session Laws of 1889-90, Chapter 19, § 32. Petitioner requests that pursuant to section 12.14.018 (C) of Gig Harbor Municipal Code and the Session laws of 1889-90, chapter 19, § 32, the City of Gig Harbor adopt a vacation ordinance for that portion of unopened Norton and Chester Street as described herein.

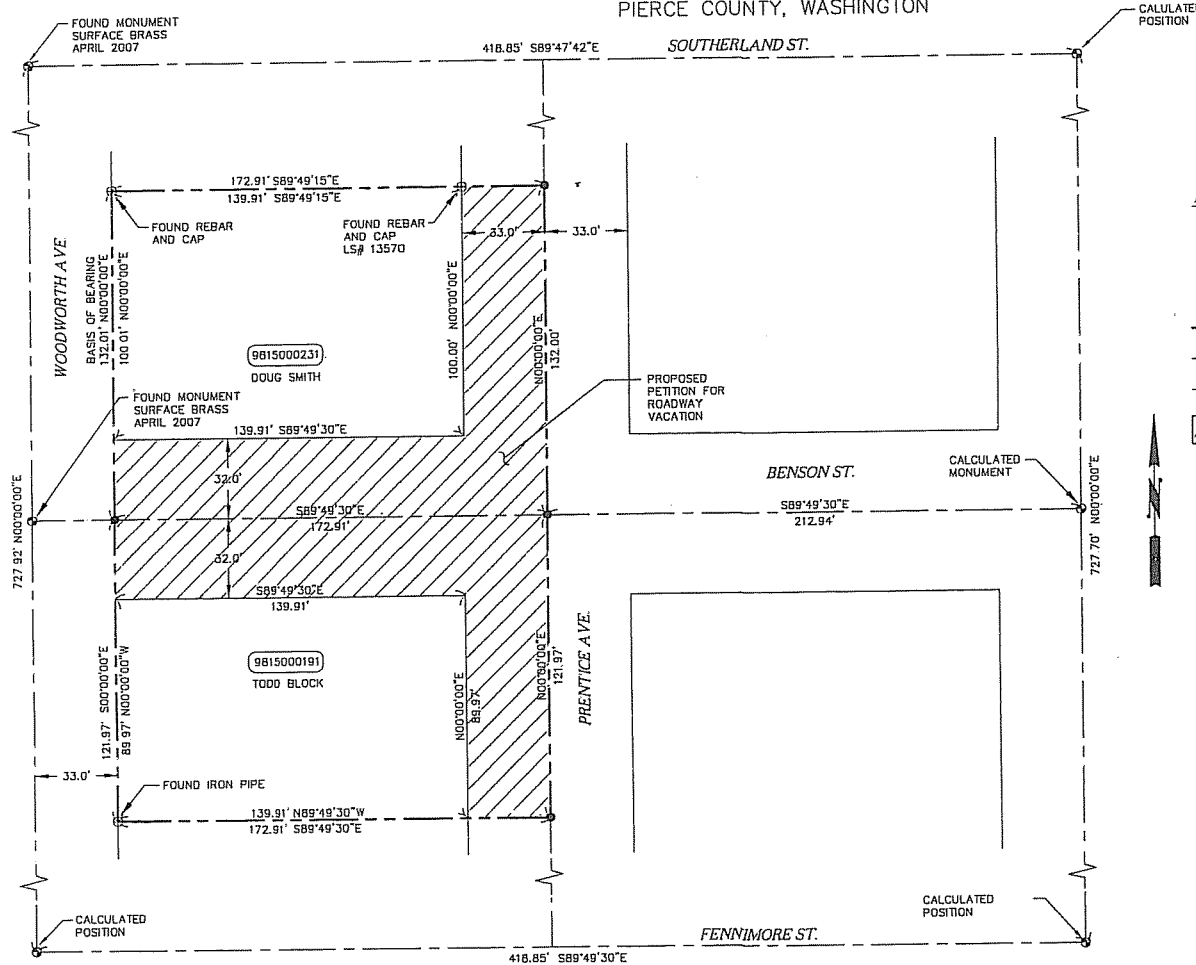
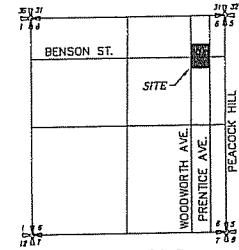
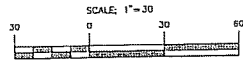
My check for \$150.00 is attached to cover the administrative cost as required by section 12.14.004 (A).

Dated this 23rd day of Aug, 2007


Todd Block

RECORD OF SURVEY

A PORTION OF THE NORTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2E EAST, W.M. PIERCE COUNTY, WASHINGTON



LEGEND

- SET PROPERTY CORNER
- FOUND MONUMENT (AS NOTED)
- ⊕ FOUND REBAR AND CAP/ IRON PIPE
- - - PROPOSED PROPERTY LINE
- CENTERLINE
- EXISTING PROPERTY LINE
- ▨ PROPOSED ROADWAY VACATION

REFERENCES USED

PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR
 RGS AFN# 200410285008
 RGS AFN# 9802185009

BASIS OF BEARING

FROM THE FOUND MONUMENT AT BENSON ST. AND WOODWORTH AVE. TO THE FOUND MONUMENT AT SOUTHERLAND ST. AND WOODWORTH AVE. BEING N00°00'00\"/>

SURVEYORS NOTES

1. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE METHOD, USING A 5\"/>
2. SURVEY PERFORMED IN APRIL 2007

LEGAL DESCRIPTIONS

PARCEL# 981500191
 THAT PORTION OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 6-21N-R2E W.M.
 LOT 4 AND THE NORTH 30 FEET OF LOT 6 OF PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR
 PARCEL# 9815000231
 THAT PORTION OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 6-21N-R2E W.M.
 LOT 5 AND THE SOUTH 40 FEET OF LOT 4 BLOCK 7 OF PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR.

RECORDER'S CERTIFICATE
 FILED FOR RECORD THIS* DAY OF AUGUST, 2007
 AT ___ M IN BOOK ___ OF ___ AT PAGE ___ AT
 THE REQUEST OF DANIEL R. PRICE
 _____ MANAGER
 _____ SUPT. OF RECORDS

LAND SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF TODD BLOCK APRIL 2007.
 DANIEL R. PRICE
 CERTIFICATE NO. 37533



DAN PRICE LAND SURVEYING
 17923 52ND AVE. E. #B
 TACOMA, WA 98446
 OFFICE (253) 875-8075
 FAX (253) 875-8076

TODD BLOCK
 5235 S. WASHINGTON ST.
 TACOMA WA 98409-2711

DWN. BY D. WALKER	DATE 30 July 2007	
CHKD. BY D. PRICE	SCALE 1"=30'	SHEET 1/1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF PRENTICE AVENUE AND BENSON STREET.

WHEREAS, Todd Block desires to initiate the procedure for the vacation of the portion of Prentice Avenue and Benson Street, a portion of the original plat of the Woodworth's Addition to Gig Harbor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, October 22, 2007 at 6:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this ____th day of September, 2007.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk



**Business of the City Council
City of Gig Harbor, WA**

NBG

Subject: Resolution for Public Hearing
– Prentice Avenue & Benson Street Vacation
Request – Douglas & Annette Smith

Dept. Origin: Community Development

Prepared by: Dave Brereton, Interim *D. Brereton*
Community Development Director

Proposed Council Action: Recommend that Council pass the resolution setting Monday, October 22, 2007 at 6:00 P.M. as the date for the public hearing on the proposed street vacation for a portion of Prentice Avenue and Benson Street.

For Agenda of: September 24, 2007

Exhibits: Letter of Request, Resolution, Legal Description, Site Map, Aerial Map

Initial & Date

Concurred by Mayor: *CLH 9/20/07*
Approved by City Administrator: *PKK 9/20/07*
Approved as to form by City Atty: *LAM 9/20/07*
Approved by Finance Director:
Approved by Department Head: *Dave 9/20/07*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INTRODUCTION/BACKGROUND

The city received a letter on August 27, 2007 from Mr. and Mrs. Smith, petitioning the city to vacate a portion of Prentice Avenue and Benson Street, in accordance with GHMC 12.14.002.

Specifically, the request is for the vacation of the northern 32 feet of the Benson Street and the western 33 feet of Prentice Ave. Right-Of-Ways currently held by the City and abutting Lot 5 and the north 40 feet of Lot 4 Block 7 of the Plat of Woodworth Addition to Gig Harbor (parcel no. 9815000231).

As defined in 12.14 GHMC a resolution must be passed by the City Council setting a time and date for a public hearing on the proposed street vacation.

POLICY CONSIDERATIONS

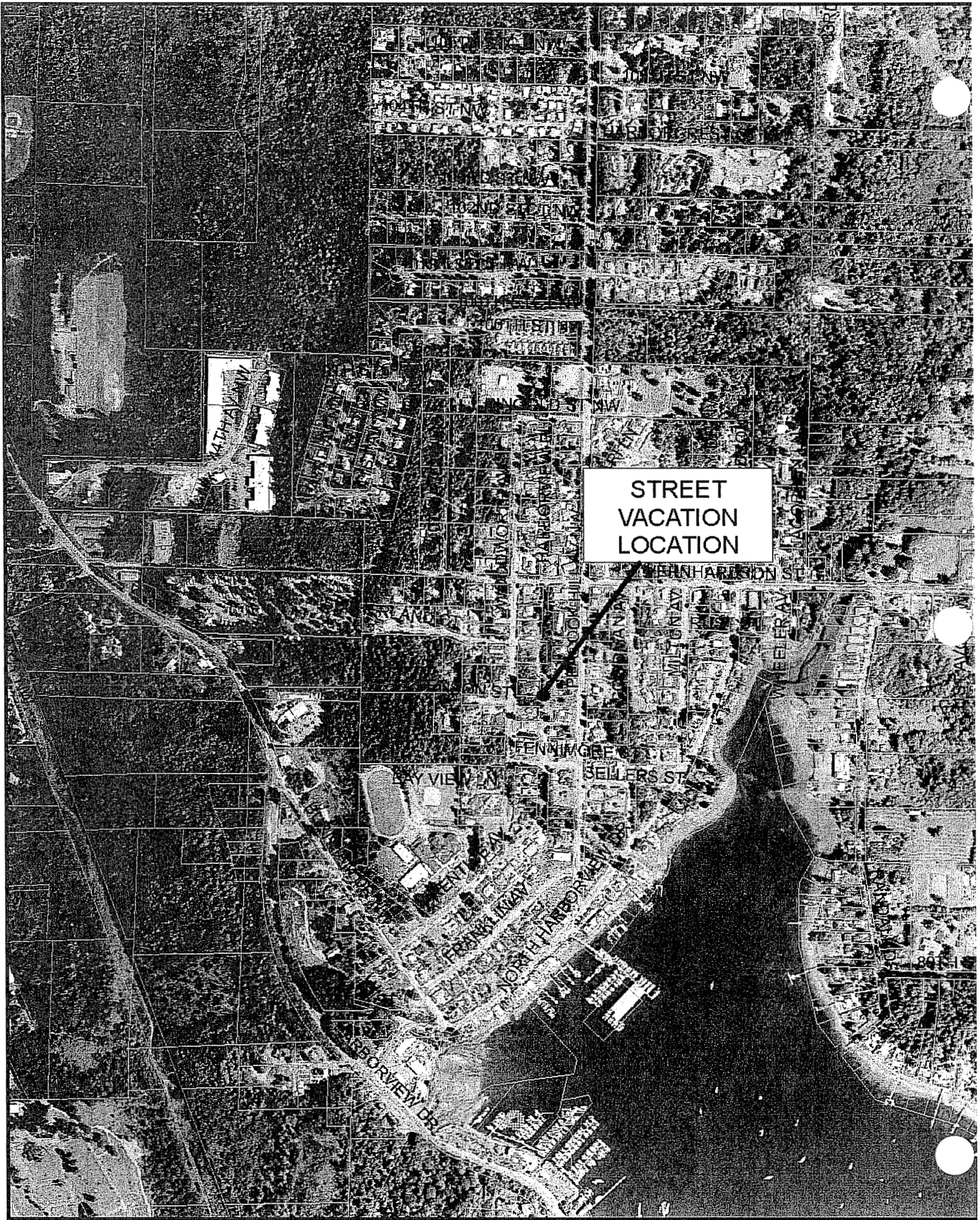
Any policy considerations will be provided at the public hearing.

FISCAL CONSIDERATIONS

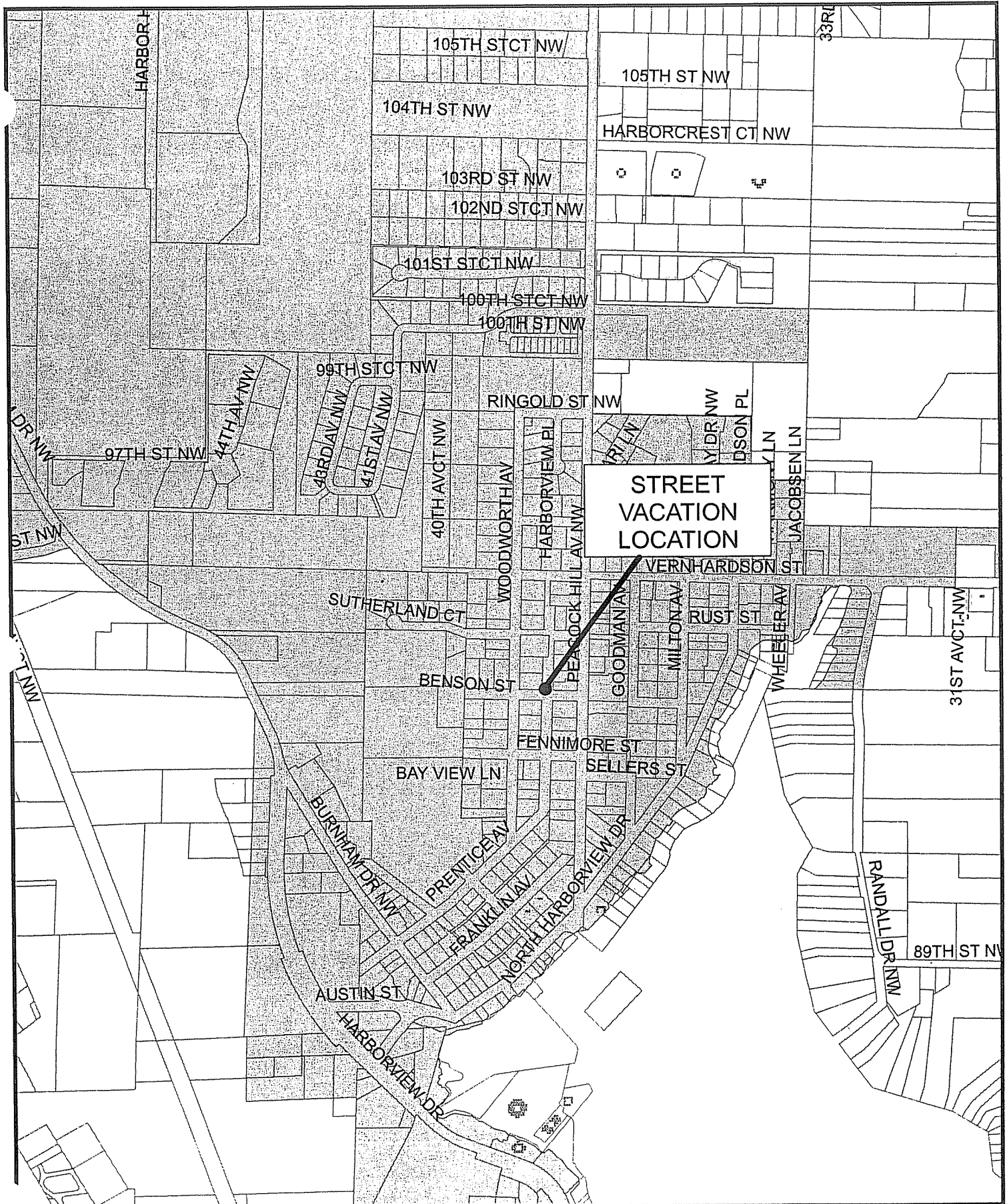
The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

I recommend that Council pass the resolution setting Monday, October 22, 2007 at 6:00 p.m. as the date for the public hearing on the proposed street vacation of Prentice Avenue and Benson Street.



PRENTICE AVE. AND BENSON STREET VACATION
VICINITY MAP



PRENTICE AVE. AND BENSON STREET VACATION
VICINITY MAP

PETITION

Douglas & Annette Smith, being owners of adjoining roads, hereby petitions the City of Gig Harbor, pursuant to Section 12.14.002 (A) & section 12.14.018 (C) of the Gig Harbor Municipal Code, to vacate that portion of the unopened roads abutting the following described real property located in the City of Gig Harbor, County of Pierce, State of Washington.

Parcel No. 9815000231

That portion of the NE 1/4 of the NE 1/4 of Section 6, Township 21 North, Range 2 East of the Willamette Meridian; Lot 5 & the south 40 feet of Lot 4 block 7 of Woodworth's Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County, Washington.

Adjoining the Petitioner's property are the unopened roads called out as Norton Street & Chester Street on the face of the plat. The portion of unopened Streets is described as follows as it affects the Adjoining lot.

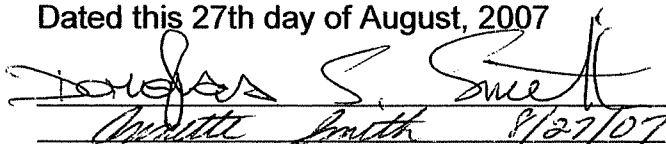
Affected Parcel No 9815000231

That portion of the NE 1/4 of the NE 1/4 of Section 6, Township 21 North, Range 2 East of the Willamette Meridian; the north half of Norton Street (Benson Street) joining Lot 5 of block 7 of Woodworth's Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County, Washington, also the west half of Chester Street (Prentice Ave) adjoining Lot 5 & the south 40 feet of Lot 4 of block 7 of Woodworth's Addition to Gig Harbor as recorded in Book 5 of plats page 66, Pierce County, Washington.

The plat which included the Petitioner's property & unopened Norton & Chester Street, was recorded August 22, 1890, when the property was in unincorporated Pierce County, Washington. That portion of Norton & Chester Streets adjoining the petitioner's property was unopened for five years prior to the enactment of Washington Session Laws of 1909, chapter 90. That portion of Norton & Chester Streets adjoining the petitioner's property was vacated as a matter of law pursuant to Washington State Session Laws of 1889-1890, Chapter 19, & 32. Petitioner requests the pursuant to section 12.14.018 (C) of Gig Harbor Municipal Code & the Session laws of 1889-1890, Chapter 19 & 32, the City of Gig Harbor adopt a vacation ordinance for that portion of unopened Norton & Chester Street as described herein.

My check for \$150.00 is attached to cover the administrative costs as required by section 12.14.004 (A).

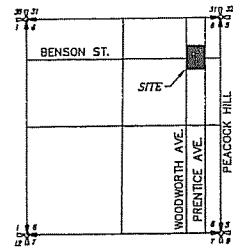
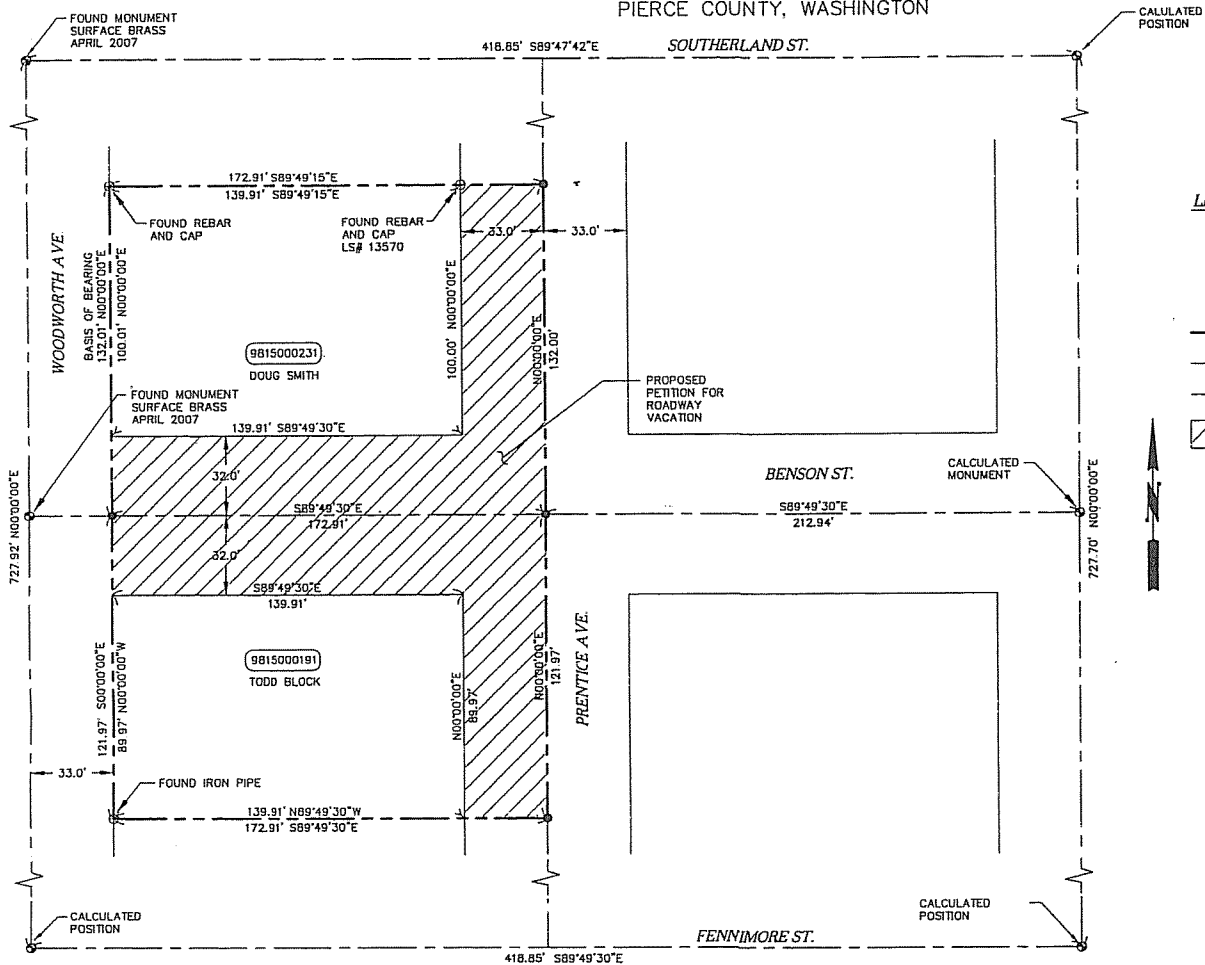
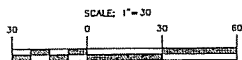
Dated this 27th day of August, 2007


Douglas S. Smith
Annette Smith 8/27/07

Douglas Smith
Annette Smith

RECORD OF SURVEY

A PORTION OF THE NORTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2E EAST, W.M. PIERCE COUNTY, WASHINGTON



VICINITY MAP
NOT TO SCALE

LEGEND

- SET PROPERTY CORNER
- ⊙ FOUND MONUMENT (AS NOTED)
- ⊕ FOUND REBAR AND CAP/ IRON PIPE
- PROPOSED PROPERTY LINE
- - - CENTERLINE
- EXISTING PROPERTY LINE
- ▨ PROPOSED ROADWAY VACATION

REFERENCES USED

PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR
ROS APN# 200410285008
ROS APN# 9902185009

BASIS OF BEARING

FROM THE FOUND MONUMENT AT BENSON ST. AND WOODWORTH AVE. TO THE FOUND MONUMENT AT SOUTHERLAND ST. AND WOODWORTH AVE. BEING N00°00'00"E.

SURVEYORS NOTES

1. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE METHOD, USING A 5" TOPCON BOSSA TOTAL STATION. SURVEY ACCURACY MEETS OR EXCEEDS THE REQUIREMENTS OF WAC 332-130-090 AND 332-130-100 AND COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 89.09 RCW.
2. SURVEY PERFORMED IN APRIL 2007

LEGAL DESCRIPTIONS

PARCEL# 981500191
THAT PORTION OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 6-21N-R2E W.M.
LOT 1 AND THE NORTH 30 FEET OF LOT BLOCK 8 OF PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR

PARCEL# 981500231
THAT PORTION OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 6-21N-R2E W.M.
LOT 5 AND THE SOUTH 40 FEET OF LOT 4 BLOCK 7 OF PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR.

RECORDER'S CERTIFICATE
FILED FOR RECORD THIS DAY OF AUGUST, 2007
AT _____ M IN BOOK _____ OF _____ AT PAGE _____ AT
THE REQUEST OF DANIEL R. PRICE

MANAGER

LAND SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF TODD BLOCK APRIL 2007.
DANIEL R. PRICE
CERTIFICATE NO. 37533



DAN PRICE LAND SURVEYING
17923 52ND AVE E, #B
TACOMA, WA 98448
OFFICE (253) 875-8075
FAX (253) 875-8076

TODD BLOCK 5235 S. WASHINGTON ST. TACOMA WA 98409-2711		
DWN. BY D.WALKER	DATE 30 July 2007	
CHKD. BY D.PRICE	SCALE 1"=30'	SHEET 1/1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF PRENTICE AVENUE AND BENSON STREET.

WHEREAS, Douglas and Annette Smith desire to initiate the procedure for the vacation of the portion of Prentice Avenue and Benson Street, a portion of the original plat of the Woodworth's Addition to Gig Harbor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, October 22, 2007 at 6:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this ____th day of September, 2007.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk



Business of the City Council
City of Gig Harbor, WA

Subject: Westside Park Design Consultant Services Contract Amendment #1

Dept. Origin: Community Development

Prepared by: David Brereton *DB*
Director of Operations

Proposed Council Action: Authorize Amendment to Consultant Services Contract with Hough Beck & Baird Inc. for The completion of final plans, specifications, estimate and formal bid documents for the Westside Park Project.

For Agenda of: September 24, 2007

Exhibits: Amendment #1 to Consultant Services Contract

Initial & Date

Concurred by Mayor: *CLH 9/20/07*
Approved by City Administrator: *PK 9/20/07*
Approved as to form by City Atty: *Cam 9/20/07*
Approved by Finance Director: _____
Approved by Department Head: *Dave 9/20/07*

Expenditure	Amount	Appropriation
Required \$125,614.50	Budgeted \$ 50,000.00	Required See Fiscal Note Below

INFORMATION / BACKGROUND

Hough Beck & Baird was hired in November 2006 to design a master park plan for the Westside Park. The master plan was completed in June 2007 and the next step is to hire a consultant to develop plans, specifications and bidding documents for review and approval by City and IAC prior to City seeking bids for construction in February 2008.

FISCAL CONSIDERATION

This exceeds the \$50,000 budget that was anticipated in the adopted 2007 budget, identified under Parks Objective No. 13 for Westside Park Improvements. However, sufficient funds are available in the Parks Fund.

BOARD OR COMMITTEE RECOMMENDATION

The Master Plan for the Westside Park has been reviewed by staff and the community through public meetings with the Parks Commission and has been reviewed by Operations and Public Projects Committee.

RECOMMENDATION / MOTION

Move to: Authorize Amendment to Consultant Services Contract with Hough Beck & Baird Inc. for the completion of final plans, specifications, estimate and formal bid documents for the Westside Park Project in the amount of One Hundred Twenty-Five Thousand Six Hundred Fourteen Dollars and Fifty Cents (\$125,614.50).

**AMENDMENT #1 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HOUGH BECK & BAIRD INC.**

THIS AMENDMENT is made to the AGREEMENT, dated November 27, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hough Beck & Baird Inc. a corporation organized under the laws of the State of Washington, located and doing business at 215 Westlake Avenue North, Seattle, WA 98109, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Design of the Westside Park Master Plan and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on November 27, 2006 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

Section 1. **Amendment to Scope of Services.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit B** to the Amendment in the amount of One Hundred Twenty-Five Thousand Six Hundred Fourteen Dollars and Fifty Cents (\$125,614.50). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

Section 4. **Amendment to Duration of Work.** Section IV of the Agreement is amended that the parties agree that the work described in **Exhibit A** shall be completed by October 1, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2007.

THE CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT:
Colie Hough Beck
Hough Beck & Baird Inc.
215 Westlake Avenue North
Seattle, Washington 98109-5217
(206) 682-3051

David Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
COUNTY OF King) ss.

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

Dated: September 14, 2007



Angie Park
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

[Signature]
My Commission expires: 10/27/07

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

EXHIBIT A



August 20, 2007

Mr. Dave Brereton, Director of Operations
Community Development Department
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

RE: Westside Park - Construction Documents (Plans, Specifications & Estimate) Phase One

Dear Mr. Brereton:

HBB, with the assistance of HDR, is pleased to submit this proposal for park design to continue the development of Westside Park. Also, we wish to thank you for your time in reviewing this project with us.

Since we have been involved with other park projects, including the master plan of Westside Park, we are confident that our office can provide the personal and professional services required to make the Westside Park Phase One development a success. We understand the proposed improvements and our scope of work for the park are based on the Master Plan dated June 2007 and generally includes:

- Restroom/shelter, gravel plaza and site furnishings
- Park trails (partial nature trail through the wetland buffer area)
- Entry drive and parking lot within the park
- Play areas for age group 5 and under
- Informal baseball field with soccer overlay and infield treatment.

Drawing sheets will be 22"x34" for ease of half size reproduction and generally drawn to a scale of 1" = 30'-0". Responsibility for specific disciplines and drawings sheets are as follows:

HBB Responsibility	HDR Responsibility
<ul style="list-style-type: none"> • Cover sheet • Demolition plan • Overall site layout plan & details • Planting plan, schedule & details • Irrigation plan, schedule & details • Treatment for plaza and nature trail • Site furnishings • Entry sign (location only) 	<ul style="list-style-type: none"> • TESC plan & details • Grading & drainage plan & details • Water, power & sewer plan, profile & details • Parking layout plan & details • Survey update • Geotechnical engineering

This proposal is based on an estimated base bid construction cost for the park improvements of \$ 774,407.00.

Phase two elements are not included within this proposal and will be designed independent of phase one. Future phase two elements include the arbor and associated plaza, second play area (age group 5 - 12), basketball court, ornamental trees, concrete plaza, flag pole, drinking fountain, picnic table pads and exercise stations associated with western asphalt trail, and interpretive signs.

Based upon our knowledge of this project outlined above and previous discussions with you, we are proposing the following professional services for your consideration. Our proposed scope of work will easily permit modification as we progress through the design process.

TASK 1. PROJECT MANAGEMENT

- 1.1. Conduct four (4) quality control reviews.
- 1.2. Prepare and maintain project schedule, reference material, notebook, and meeting notes.

Seattle | Boise



EXHIBIT A (continued)

Westside Park
August 20, 2007
Page 2

TASK 2. 30% SUBMITTAL

- 2.1. Visit the site with design team and/or city staff to evaluate proposed improvements against existing site conditions.
- 2.2. Research and analyze design options discussed during the master plan process and present options to the City to determine design direction prior to proceeding into detailed construction drawings. Up to two design options will be presented for each of the following park elements:
 - play area design and
 - site furniture selection.
- 2.3. Prepare 30% design drawings & details. Planting plan will include general plant massing and plant material cut sheets. Irrigation plan will include the point-of-connection only.
- 2.4. Prepare construction cost estimates based on 30% design documents.
- 2.5. Review 30% submittal (plans and cost estimates) with city staff.
- 2.6. Prepare for and attend up to three (3) meetings with design team, city staff and/or regulatory agencies.
- 2.7. Coordinate the 30% design process with design team, city staff and/or regulatory agencies.

TASK 3. 60% SUBMITTAL

- 3.1. Prepare 60% design drawings and details based on comments received from city staff and/or regulatory agencies and to provide information necessary to support permit submittals.
- 3.2. Prepare draft technical specifications in CSI format based on 60% design documents.
- 3.3. Coordinate the inclusion of the city's Division 1 "Boiler Plate" specifications. The city will write and complete the Division 1 "Boiler Plate" section and provide HBB with an electronic copy in Word format for insertion into specification book. HBB will coordinate the bid form with the city's standard format.
- 3.4. Revise construction cost estimates based on 60% design documents.
- 3.5. Review 60% design submittal (plans, specifications and cost estimates) with city staff.
- 3.6. Prepare for and attend up to five (5) meetings with design team, city and/or regulatory agencies.
- 3.7. Coordinate the 60% design process with design team, city staff and/or regulatory agencies.

TASK 4. 90% SUBMITTAL

- 4.1. Prepare 90% design drawings and details based on comments received from city staff and/or regulatory agencies.
- 4.2. Prepare draft technical specifications in CSI format based on 90% design documents.
- 4.3. Revise construction cost estimates based on 90% design documents.
- 4.4. Review 90% design submittal (plans, specifications, cost estimates) with city staff.
- 4.5. Prepare for and attend up to two (2) meetings with design team, city and/or regulatory agencies.
- 4.6. Coordinate the 90% design process with design team, city staff and/or regulatory agencies.

TASK 5. 100% SUBMITTAL

- 5.1. Prepare 100% design drawings and details based on comments received from city staff and/or regulatory agencies.
- 5.2. Prepare final technical specifications in CSI format based on 100% design documents.
- 5.3. Revise construction cost estimates based on 100% design documents.
- 5.4. Review 100% design submittal (plans, specifications, cost estimates) with city staff.
- 5.5. Prepare for and attend up to one (1) meeting with design team, city and/or regulatory agencies.
- 5.6. Coordinate the 100% design process with design team, city staff and/or regulatory agencies.
- 5.7. Revise 100% design submittal (plans, specifications, cost estimates) based on city comments and prepare final bid documents.

In consideration of the above services, we are proposing the following estimated fee (see Exhibit A):

TASK 1. Project Management	\$ 5,718.00
TASK 2. 30% Submittal	\$ 15,183.00
TASK 3. 60% Submittal	\$ 23,168.50
TASK 4. 90% Submittal	\$ 10,987.00
TASK 5. 100% Submittal	\$ 7,008.00
Out-of-Pocket Expenses (reproduction, printing, etc., billed at 1.00)	\$ 2,000.00

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EXHIBIT A (continued)

Westside Park
August 20, 2007
Page 3

Subtotal HBB Design Services	\$ 64,044.50
Subtotal HDR Engineers	\$ 51,070.00

Subtotal Cost of Design Services	\$ 115,114.50
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Geotechnical & Survey	\$ 10,500.00
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Total Cost of Services	\$ 125,614.50
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Our proposed hourly rates for additional work and the work described above are as follows:

1. Principal	\$ 134.00
2. Landscape Architect/Project Manager	\$ 117.00
3. Design Staff	\$ 102.00
4. Computer & Technical Staff	\$ 88.00
5. Business Management	\$ 79.00
6. Administrative & Clerical Staff	\$ 58.00

The above fee is an estimate of how we expect to allocate our time. We reserve the right to move time between phases as needed to accomplish the overall goals of the project. It may be necessary to utilize an independent AutoCAD Service company to meet the proposed schedule for this project. If necessary, time incurred by the independent AutoCAD Service company will be billed at the Computer & Technical Staff rate above, not to exceed the Total Cost of Services for the project. This proposal is based on the following assumptions:

- No wetland impacts are anticipated and no mitigation for any trails through the wetland buffer is included.
- HBB will locate the park entry & regulatory signs on the plans with all details, specifications and cost estimates provided by the city.
- Site lighting is not included.
- On-site soils will be salvaged during construction for re-use.
- Playground equipment will be chosen as a pre-manufactured product.
- The city will provide arboricultural services as needed, traffic analysis and any traffic-related reports necessary for the project, as well as pay for permit fees.
- The city will also be responsible for copying, distribution and advertising of the final bid documents.
- City will be responsible for RCO grant coordination and pay requests.
- HBB with HDR will work closely with the city to coordinate CSI & WSDOT specifications.

We are very excited about working with you on this project, and we are prepared to negotiate any adjustments in design services and/or fees to meet the requirements of the project. If you have any questions regarding the above proposal, please call.

In closing, we would like to thank you again for your time. HBB is prepared to meet your landscape architectural design challenges.

Best regards,
HOUGH BECK & BAIRD INC.



Colie Hough-Beck, ASLA
President

Attachments: Exhibit A. HBB Scope & Fee Proposal
Exhibit B. HDR Proposal

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WESTSIDE PARK PHASE ONE
HBB Fee Proposal

HOUGH BECK & BAIRD INC.	PRINCIPAL	LAMPJ M/G	DESIGN	CAD/TECH	BUS MGMT	ADMIN	TOTAL
	134.00/hr	117.00/hr	102.00/hr	88.00/hr	79.00/hr	58.00/hr	TOTAL

1. PROJECT MANAGEMENT

1.1 Quality control review (4)	24	4	4				
1.2 Project schedule, references, notebook & notes		2	4	8	8	8	54
SUBTOTAL (HRS)	24	6	0	8	8	8	54
SUBTOTAL (\$)	\$ 3,216.00	\$ 702.00	\$ -	\$ 704.00	\$ 632.00	\$ 464.00	\$ 5,718.00

2. 30% SUBMITTAL

2.1 Site visit	6	6					
2.2 Research & analyze design options							
a) porous paving	0	0	0	0	0	0	
b) play area	0.5	2	6	8	8	1	
c) exercise station/athletic area	0	0	0	0	0	0	
d) site furniture	0	1	2	8			
e) architectural structures (prefab)	0						
2.3 30% plans & details							
a) cover sheet		6					
b) demolition plan		1	4	8			
c) site layout plan	1	4	6	12	12	2	
d) planting plan (general massing only)		2	4	12	12	1	
e) irrigation plan (point-of-connection only)		1	0	0	4		
f) hardscape finish treatment	0	0	0	0	0	0	
g) interpretive signs (4)	0	0	0	0	0	0	
2.4 30% cost estimate		1	2	8		2	
2.5 Review with city staff		6					
2.6 Meetings (3)		18					
2.7 Coordination		8					
SUBTOTAL (HRS)	15	50	24	72	0	6	153.5
SUBTOTAL (\$)	\$ 201.00	\$ 5,850.00	\$ 2,448.00	\$ 6,336.00	\$ -	\$ 348.00	\$ 15,183.00

EXHIBIT B

WESTSIDE PARK PHASE ONE
HBB Fee Proposal

HOUGH BECK & BARD INC.	PRINCIPAL	134.00/hr							
	LAPPY, M.G.	117.00/hr							
	DESIGN.	102.00/hr							
	CAD/ECH.	88.00/hr							
	BUS MGMT.	79.00/hr							
	ADMIN	68.00/hr							
	TOTAL								

3. 60% SUBMITTAL									
	a) cover sheet	0.5							
	b) demitition plan		1						
	c) site layout plan & details	2	6	10	30	30	4		
	d) planting plan & details	1	6	10	28	4			
	e) irrigation plan & details	1	4	6	24	2			
	f) hardscape finish treatment	0	0	0	0	0			
	g) interpretive signs (4)	0	0	0	0	0			
	3.2 Draft technical specifications		12		6	4			
	3.3 Coordinate Division 1 & provide bid form		4		2	1			
	3.4 60% cost estimate		2		10	2			
	3.5 Review with city staff		6						
	3.6 Meetings (5)		30						
	3.7 Coordination		12						
SUBTOTAL (HRS)		4	62.5	27	105	0	17		235.5
SUBTOTAL (\$)		\$ 536.00	\$ 9,652.50	\$ 2,754.00	\$ 9,240.00	\$ -	\$ 986.00		\$ 23,168.50

4. 90% SUBMITTAL									
	a) cover sheet			0.5					
	b) demitition plan			1					
	c) site layout plan & details	1	6	6	8	4			
	d) planting plan & details	0.5	2	6	12	2			
	e) irrigation plan & details	0.5	1	6	8	1			
	f) hardscape finish treatment	0	0	0	0	0			
	g) interpretive signs (4)	0	0	0	0	0			
	4.2 Draft technical specifications		6		4	2			
	4.3 90% cost estimate	1	1		6				
	4.4 Review with city staff		6						
	4.5 Meetings (2)		12						
	4.6 Coordination		6						
SUBTOTAL (HRS)		3	40	18.5	39.5	0	9		110
SUBTOTAL (\$)		\$ 402.00	\$ 4,680.00	\$ 1,887.00	\$ 3,476.00	\$ -	\$ 522.00		\$ 10,967.00

EXHIBIT B (continued)

WESTSIDE PARK PHASE ONE

HBB Fee Proposal

A

HOUGH BECK & BAIRD INC.	PRINCIPAL	134.00/hr	LAPR. M.G.	117.00/hr	DESIGN	102.00/hr	CADTECH.	88.00/hr	BUS MGMT	79.00/hr	ADMIN	58.00/hr	TOTAL
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5. 100% SUBMITTAL															
5.1 100% plans & details	a) cover sheet	b) demolition plan	c) site layout plan & details	d) planting plan & details	e) irrigation plan & details	f) hardscape finish treatment	g) interpretive signs (4)	5.2 final technical specifications	5.3 100% cost estimate	5.4 Review with city staff	5.5 Meetings (1)	5.6 Coordination	5.7 Revise & prepare final documents	SUBTOTAL (HRS)	SUBTOTAL (\$)
	0.5		0.5	1	0.5		2	0.5	2					1	\$ 134.00
			0.5	4	4		0	0	0					23	\$ 2,691.00
			4	4	4		0	2	2					14	\$ 1,428.00
							0	2						29	\$ 2,552.00
				1										0	\$ -
														3.5	\$ 203.00
														70.5	\$ 7,008.00

SUMMARY

1. PROJECT MANAGEMENT	\$	5,718.00
2. 30% SUBMITTAL	\$	15,183.00
3. 60% SUBMITTAL	\$	23,168.50
4. 90% SUBMITTAL	\$	10,967.00
5. 100% SUBMITTAL	\$	7,008.00
DESIGN EXPENSES (billed at 1.00)	\$	2,000.00
TOTAL HBB SERVICES	\$	64,044.50
TOTAL HDR SERVICES	\$	51,070.00
TOTAL GEOTECHNICAL AND SURVEY SERVICES	\$	10,560.00
GRAND TOTAL	\$	125,614.50

EXHIBIT B (continued)

EXHIBIT B (continued)

Client: HBB / Cole Hough-Bock Project Name: West Side Park PSE (Phase One) Exhibit B										Prepared by: GSS Created: 01/12/07 Revised: NA Reviewed by: NJB			
Description	Total Hours for Task	TOTAL HOURS DOLLARS	Project Principal	Sr Project Manager	Project Manager	Project Engineer	Grass Engineer	CADD Tech	Project Engineer	Project Assistant	Project Controller		
West Side Park PSE													
1.00 Project Management	699 hours	6	1	1	2	0	0	0	0	0	2		
Project Initiation, Management Review, etc.		4			2						2		
Project Goals		24			10					2	12		
Inviting and Processing	Invoices meetings	18			14						4		
Project Status Meetings		10	1	1	2					2	4		
Project Closeout													
2.00 30% Park PSE	147 hours	20				12	4	12					
2.1 TESC plans		37			1	12	6	12					
2.2 Grading/ drainage/ and paving plans		35			1	12	12	10					
2.3 Utilities plans (sewer, water, power)		20			1	7	6	6					
2.4 Parking lot plan and details		0											
2.5 Architectural Coordination for pre-lab building		18			2	14				2			
2.6 Specs and Estimates		8		8									
2.7 O&G													
3.00 65% Park PSE	188 hours	35				14	15	4					
3.1 TESC plans		73			1	14	5	18					
3.2 Grading/ drainage/ and paving plans		37			1	20	12	4	32				
3.3 Utilities plans (sewer, water, power)		25			1	10	10	4					
3.4 Parking lot plan and details		20											
3.5 Specs and Estimates		6		3						2			
3.6 O&G													
4.00 80% Park PSE	92 hours	11				2	6	2					
4.1 TESC plans		30			1	3	4	6					
4.2 Grading/ drainage/ and paving plans		13			1	4	6	2	16				
4.3 Utilities plans (sewer, water, power)		9			1	2	4	2					
4.4 Parking lot plan and details		25			1	22							
4.5 Specs and Estimates		4								2			
4.6 O&G													
5.00 100% Park PSE	49 hours	7				2	2	2					
5.1 TESC plans		15			1	2	2	2					
5.2 Grading/ drainage/ and paving plans		5			1	2	2	2	6				
5.3 Utilities plans (sewer, water, power)		5			1	2	2	2					
5.4 Parking lot plan and details		7			1	4							
5.5 Specs and Estimates		10		6						2			
5.6 O&G		0											
Subtotal HUR Labor Hours		538	5	28	50	182	94	82	60	12	24		
Total Labor Costs, Allocated Overhead Costs and Fees		\$47,772											
Total Direct Expenses		\$3,297											
Total Subcontractor Expenses and/or Other Services		\$10,500											
Total Anticipated Contract Amount		\$61,570											



**Business of the City Council
City of Gig Harbor, WA**

Subject: Development Services Process Improvements – Contract Amendment

Proposed Council Action:

Amend the Latimore Contract for review and analysis of internal development services processes.

Dept. Origin: Administration
Prepared by: Rob Karlinsey
For Agenda of: October 8, 2007
Exhibits:

	Initial & Date
Concurred by Mayor:	<i>CWA 9/20/07</i>
Approved by City Administrator:	<i>RJK 9/20/07</i>
Approved as to form by City Atty:	<i>AM 9/20/07</i>
Approved by Finance Director:	
Approved by Department Head:	<i>RJK 9/20/07</i>

Expenditure	Amount	Appropriation
Required \$14,000	Budgeted \$14,000	Required \$0

INFORMATION / BACKGROUND

The proposed reorganization of the Community Development Department will result in the elimination of the Community Development Director position and the creation of the Public Works Director position. Under this new structure, the Planning Director and Building Official will no longer report to an intermediary between them and the City Administrator. In addition to the structural shift, the City recently added a Permit Coordinator position to serve as an “ombudsman” to external customers as well as a permit shepherd to internal processes.

In light of these change and to assure improved work flow between the development services divisions (planning, building, and engineering), it is proposed that the City utilize the services of Kurt Latimore to help improve the seamlessness and customer service of development services, and to further refine the role of the new permit coordinator position. The goal of this proposed contract amendment is to improve efficiency and customer service among the development services divisions. Mr. Latimore will build on the 2006 business process evaluation findings, interview staff, map out processes and work flows, and make recommendations for process improvement.

The scope of work is attached to this Council bill and also includes a code enforcement process improvement component. The scope includes the additional amount for implementation assistance, which is included in the price mentioned in this council bill.

FISCAL CONSIDERATION

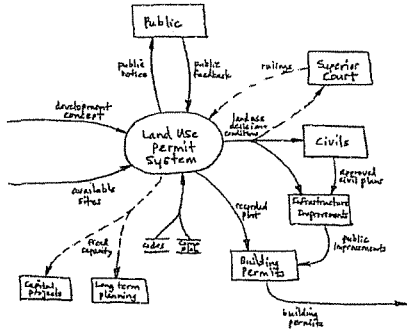
Sufficient funds from salary savings of vacant positions in the Community Development Department exist to pay for this proposed contract amendment. This contract amendment will bring the currently approved contract amount from \$35,000.00 to \$49,000.00.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Amend the Latimore Contract for review and analysis of internal development services processes.



The Latimore Company, LLC
 11805 Ingraham Road
 Snohomish Washington 98290
 (360) 805-2999 • (888) 650-2999
 klatimore@thelatimoreco.com

September 19, 2007

Mr. Rob Karlinsey, City Administrator
 City of Gig Harbor
 3510 Grandview Street
 Gig Harbor WA 98335

Organization Recommendations

Dear Rob,

Thank you for this opportunity to offer recommendations for optimization of the Community Development department workflow procedures to fit the upcoming needs of the City.

Scope of Work

The Latimore Company, LLC (TLC) proposes six tasks that would occur in October through December of this year followed by a seventh task in January for implementation assistance. These tasks could either be an addendum to our current contract or under a new contract.

Here is a description of the seven tasks followed by timeframe and budget elements.

Task 1 – Baseline Forecast

TLC will interview you and the current Community Development department personnel to examine the details of what the department anticipates it will oversee and deliver over the next 5 to 7 years across its planning, building, fire, engineering, and operations responsibilities.

Task 2 – Analysis

TLC will analyze the nature and interdepartmental coordination requirements of the workload from Task 1 to determine the key technical and managerial needs of the City to deliver these services predictably, efficiently and collaboratively. This will take into account the 2006 Business Process Evaluation findings, subsequent improvements, and current skill sets.

Task 3 – Facilitated Innovation

Preliminary results of this analysis will be presented to the team for comment and a facilitated session to explore a variety of creative organizational alternatives.

The team could identify a pilot project to prototype and evaluate a given approach.

Task 4 – Permit Coordinator

Define an infrastructure of procedures, tracking system content, and staff contributions to complement the new permit coordinator role.

Task 5 – Code Enforcement

A system for predictable, efficient and collaborative code enforcement will be defined. This includes ongoing capacity for response to complaints or staff-observed violations without undue impact to other department functions, monitoring of progress, and reliable conclusion.

Task 6 – Workflow Structure

TLC will recommend a workflow structure to deliver the forecasted services predictably, efficiently, and collaboratively. This provides uniform prioritization of work-in-progress so that public and private, current and long-range activities receive the proper attention from all specialties in the department. Recommendations will be presented in three sessions, first to you, second to the management team, and third to the department staff.

Optional Task 7 – Implementation Assistance

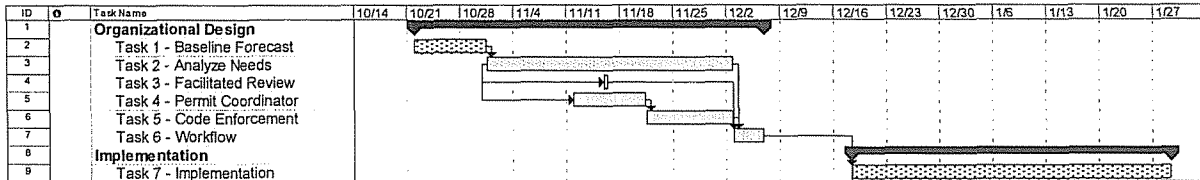
TLC will assist the department with preparations for the new workflow structure. This includes coaching in the new roles, facilitation of initial staff meetings or a pilot project under the new structure, and reestablishment of the case administrator team that oversees the templates, reports and maintenance of the tracking system.

Schedule

TLC anticipates this scope of work will take approximately 6 weeks for Tasks 1 through 6.

Task 7 would begin thereafter.

TLC can begin immediately.



Budget

Task	Hours
Task 1 Interviews	10
Task 2 Analysis	10
Task 3 Team Innovation	5
Task 4 Permit Coordinator	10
Task 5 Code Enforcement	10
Task 6 Recommendations	15
	60
Task 7 Implementation	20
Total	80

TLC anticipates 60 hours for Tasks 1-6.

Task 7 implementation assistance adds 20 hours.

Under current contract terms and conditions this equates \$10,500 or \$14,000 with the implementation assistance.

Thank you

The Latimore Company deeply appreciates this opportunity to expand our work together to optimize the organizational design to deliver the upcoming host of capital improvements and private developments to the citizens of Gig Harbor with predictability, efficiency and collaboration.

Regards,

Kurt Latimore, Member
The Latimore Company, LLC



**Business of the City Council
City of Gig Harbor, WA**

Subject: Development Services Process Improvements – Contract Amendment

Proposed Council Action:

Amend the Latimore Contract for review and analysis of internal development services processes.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: October 8, 2007

Exhibits:

Initial & Date

Concurred by Mayor:

CLH 9/20/07

Approved by City Administrator:

RJK 9/20/07

Approved as to form by City Atty:

AM 9/20/07

Approved by Finance Director:

Approved by Department Head:

RJK 9/20/07

Expenditure	Amount	Appropriation
Required \$14,000	Budgeted \$14,000	Required \$0

INFORMATION / BACKGROUND

The proposed reorganization of the Community Development Department will result in the elimination of the Community Development Director position and the creation of the Public Works Director position. Under this new structure, the Planning Director and Building Official will no longer report to an intermediary between them and the City Administrator. In addition to the structural shift, the City recently added a Permit Coordinator position to serve as an “ombudsman” to external customers as well as a permit shepherd to internal processes.

In light of these change and to assure improved work flow between the development services divisions (planning, building, and engineering), it is proposed that the City utilize the services of Kurt Latimore to help improve the seamlessness and customer service of development services, and to further refine the role of the new permit coordinator position.

The goal of this proposed contract amendment is to improve efficiency and customer service among the development services divisions. Mr. Latimore will build on the 2006 business process evaluation findings, interview staff, map out processes and work flows, and make recommendations for process improvement.

The scope of work is attached to this Council bill and also includes a code enforcement process improvement component. The scope includes the additional amount for implementation assistance, which is included in the price mentioned in this council bill.

FISCAL CONSIDERATION

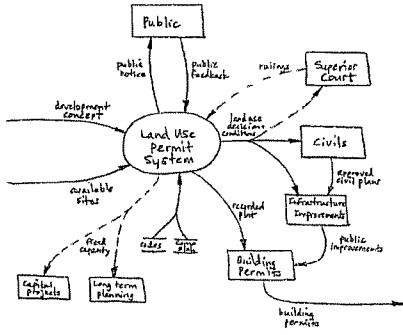
Sufficient funds from salary savings of vacant positions in the Community Development Department exist to pay for this proposed contract amendment. This contract amendment will bring the currently approved contract amount from \$35,000.00 to \$49,000.00.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

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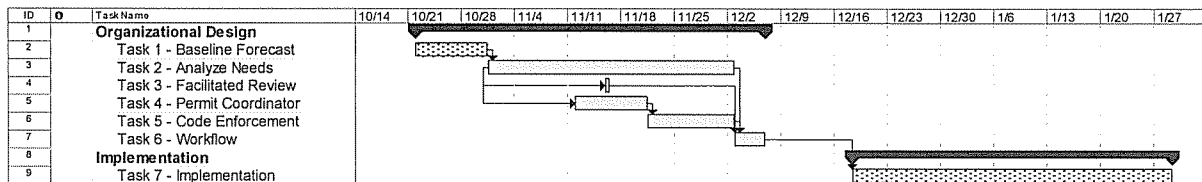
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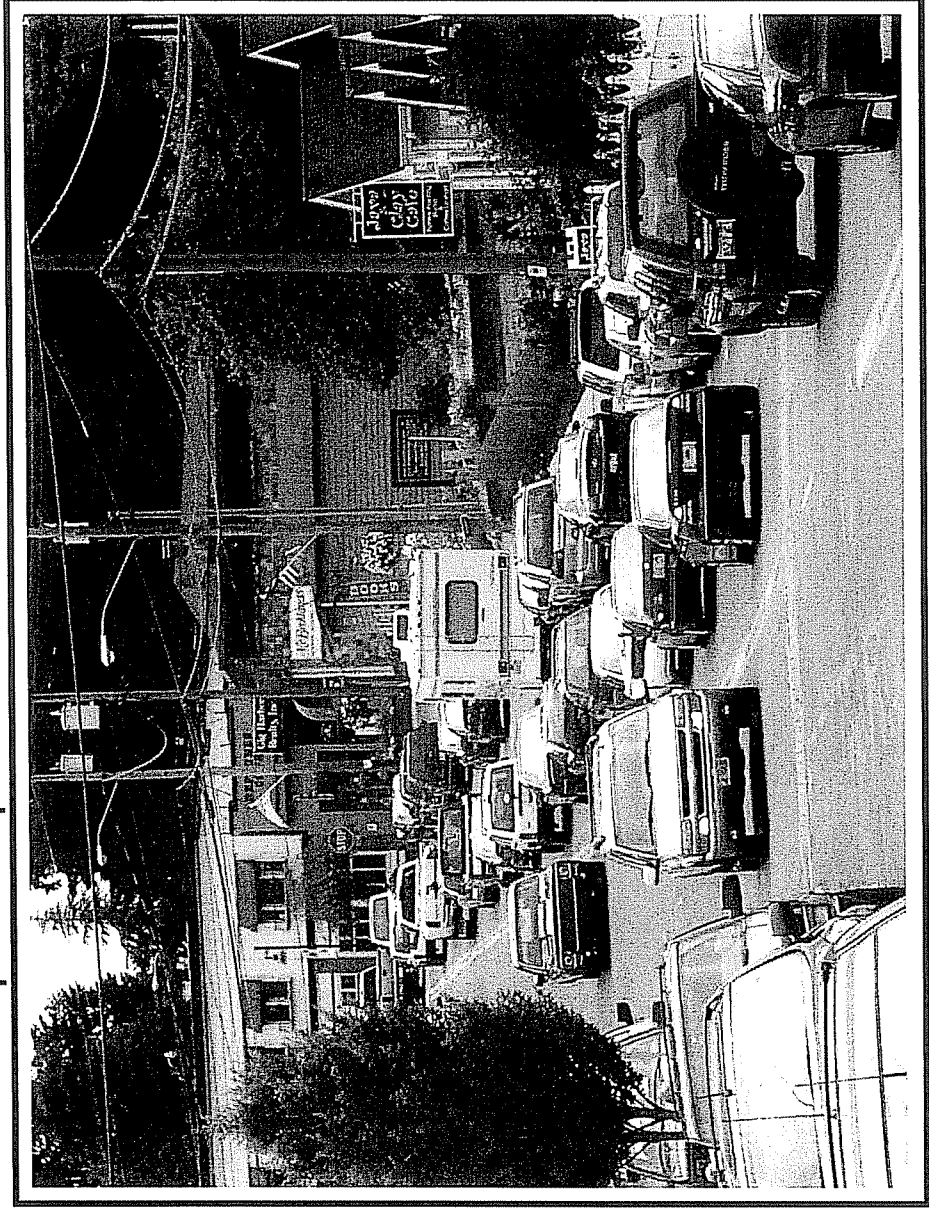
Kurt Latimore, Member
The Latimore Company, LLC



CITY OF GIG HARBOR

Transportation

Capital Improvement Plan 2008 – 2012



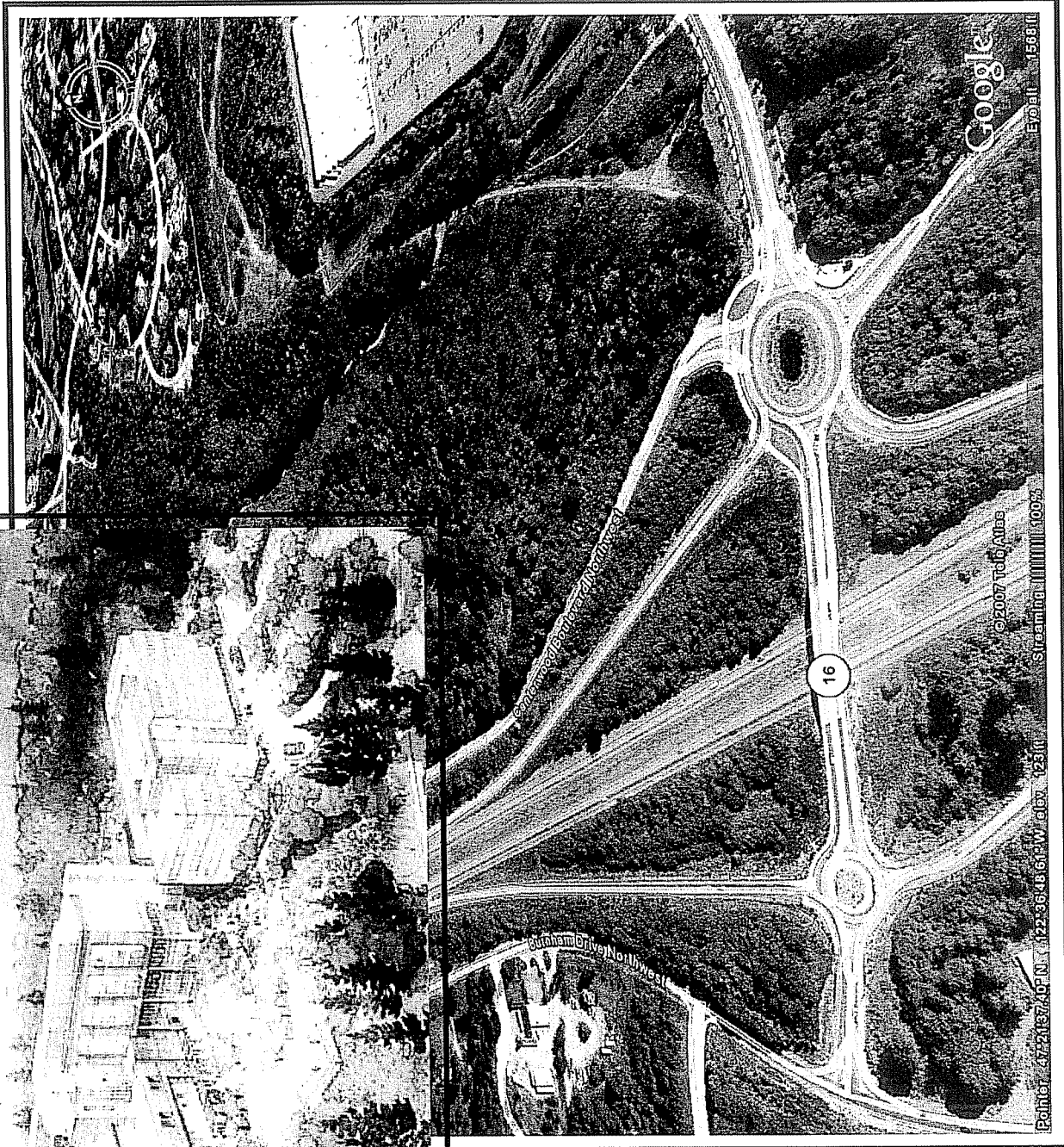
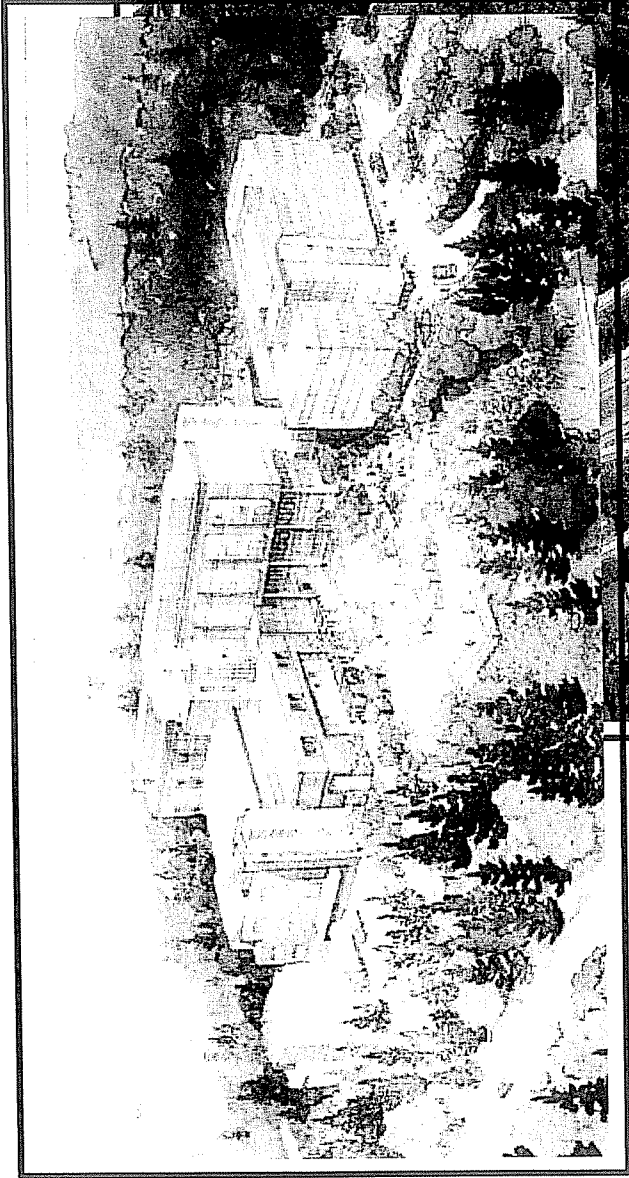
DRAFT Transportation Capital Improvement Plan: 2008 - 2012

Proposed Sources

	2008	2009	2010	2011	2012	Total
CERB Job Development Fund Grant	5,000,000					5,000,000
SEPA Mitigation from GH North Developers	6,000,000					6,000,000
Mallard's Landing SEPA Mitigation	280,000					280,000
SEPA Mitigation-Off Site Improvements	100,000					100,000
Pt. Fosdick SEPA Mitigation		600,000				600,000
Grandview SEPA Mitigation			300,000			300,000
Federal Earmarks - Burnham Interchange		3,000,000	3,000,000			6,000,000
Hospital Benefit Zone Revenue Bond				12,000,000	20,250,000	32,250,000
Impact Fees	2,002,500	1,500,000	1,050,000	975,000	20,000,000	25,527,500
Federal Earmark - Donkey Creek & Roadway Improvements		3,250,000				3,250,000
General Fund - Sales Tax (for road rehab and sidewalk gaps)	450,000	525,000	550,000	550,000	550,000	2,625,000
General Fund	643,000	600,000	250,000			1,493,000
Transfer from Street Fund	100,000					100,000
Councilmanic LTGO	1,325,000	2,040,000				3,365,000
TIB Grant (Olympic/56th)	2,729,500					2,729,500
TIB Grant (Pt. Fosdick/56th)		2,000,000				2,000,000
TIB Pedestrian Safety Grant (38th Street)		100,000				100,000
TIB Transp & Ped Safety Grant (Rosedale)			975,000			975,000
TIB Transp & Ped Safety Grant (Skansie Ave.)			1,050,000			1,050,000
Safe Routes to Schools Grant (38th St.)		900,000				900,000
Downtown Parking Local Improvement District			1,500,000			1,500,000
Councilmanic LTGO (\$1 m parking garage; \$1.5 m street connections)			2,500,000			2,500,000
Total	\$18,630,000	\$14,515,000	\$6,200,000	\$18,500,000	\$40,800,000	\$98,645,000

DRAFT Transportation Capital Improvement Plan: 2008 - 2012

Proposed Uses	2008	2009	2010	2011	2012	Total
Burnham Interchange Hospital Improvements	1,000,000					1,000,000
Burnham Interchange Long-Term Solution Improvements	100,000	3,000,000	3,000,000	3,000,000	35,000,000	44,100,000
Burnham Drive (Harborview to Interchange) Sidewalks, etc.	4,500,000			9,000,000		13,500,000
Olympic/56th	350,000					350,000
Wagner Way Traffic Signal				1,950,000		1,950,000
Rosedale (Stinson to Skansie) Roadway, Bike Lane, Sidewalk			2,100,000			2,100,000
Skansie Ave Improvements (Rosedale to Hunt; Roundabout @ Hunt)					5,250,000	5,250,000
Hunt Street Freeway Undercrossing		3,000,000				3,000,000
Pt. Fosdlok/56th St. (N. of Olympic) Sidewalk & Roadway Improvements		3,250,000				3,250,000
Donkey Creek Daylighting, Street, & Bridge Improvements	450,000	450,000	450,000	450,000	450,000	2,250,000
Street System Rehabilitation/Overly Program		50,000	75,000	100,000	100,000	325,000
Sidewalk Gap Connections		25,000	25,000			50,000
Traffic Calming Program						1,600,000
Harborview Drive Sidewalk/Roadway Improvements	100,000	1,500,000				1,600,000
Judson/Stanich/Uddenburg Sidewalk/Roadway Improvements	750,000					750,000
50th Street Extension to 38th	885,000					885,000
38th Street Sidewalk, Bike Lane, Improvements	200,000	1,700,000				1,900,000
Public Works Operations Facility	150,000	990,000				1,140,000
Ericson Pedestrian & Lighting Improvements	25,000					25,000
Grandview Phase II (Soundview-McDonald) - Road/sidewalk/light impr.	90,000	550,000				640,000
Grandview Phase I (Stinson to Pioneer) - Road/sidewalk/light impr.	30,000		550,000			580,000
Peacocke Streetlights				1,500,000		1,500,000
Street Connections - Pt. Fosdlok Area				2,500,000		2,500,000
Downtown Parking Garage						98,645,000
Total	\$18,630,000	\$14,515,000	\$6,200,000	\$18,500,000	\$40,800,000	\$98,645,000



Burnham Interchange Hospital Improvements

Transportation Projects

Burnham Interchange Hospital Improvements

Cost:

2008

\$ 11,000,000

Funding Sources:

State CERB Grant

2008

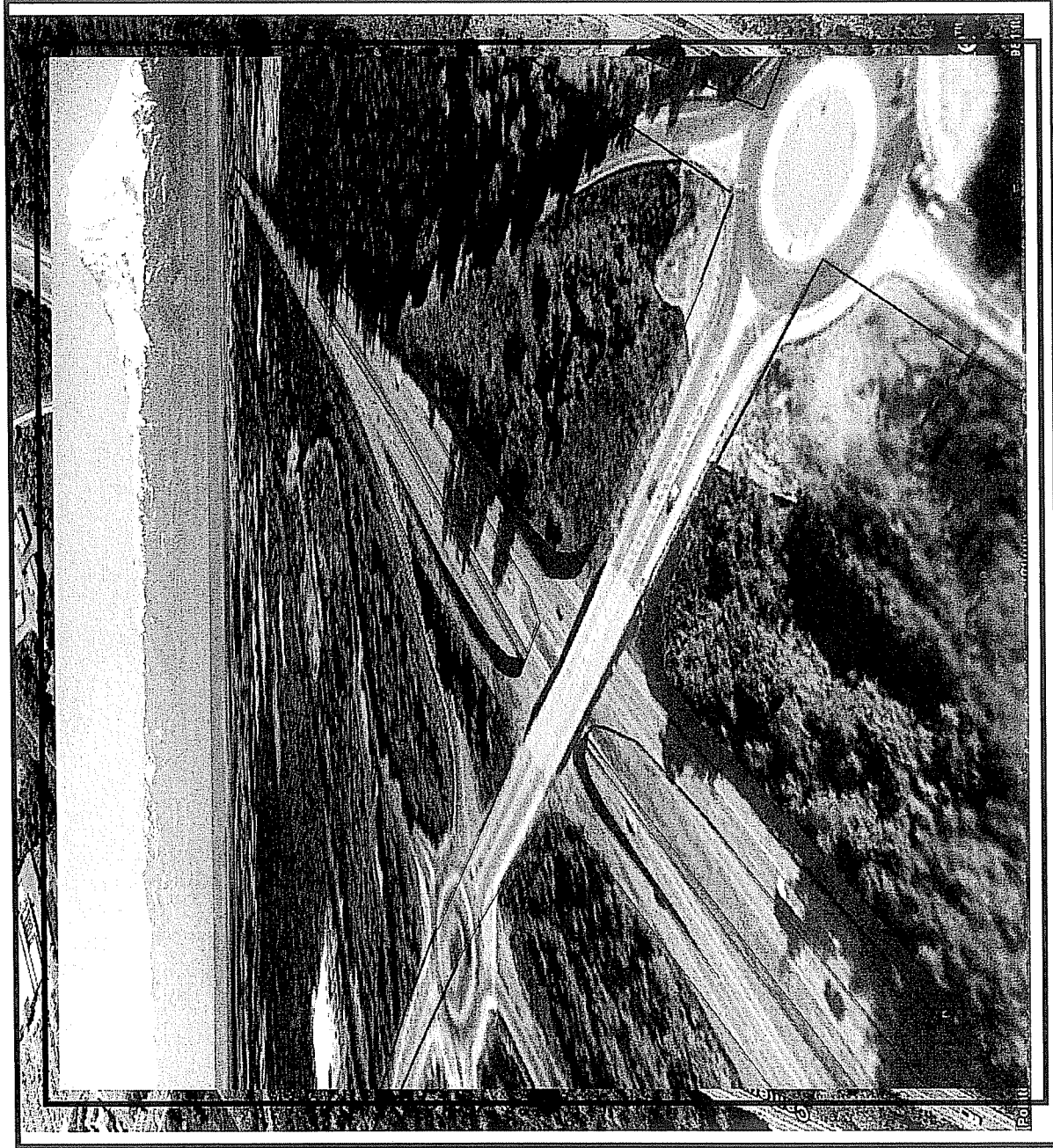
\$ 5,000,000

SEPA Mitigation from Developers

\$ 6,000,000

Total: \$ 11,000,000

Burnham Interchange Long-Term Solution



Transportation Projects

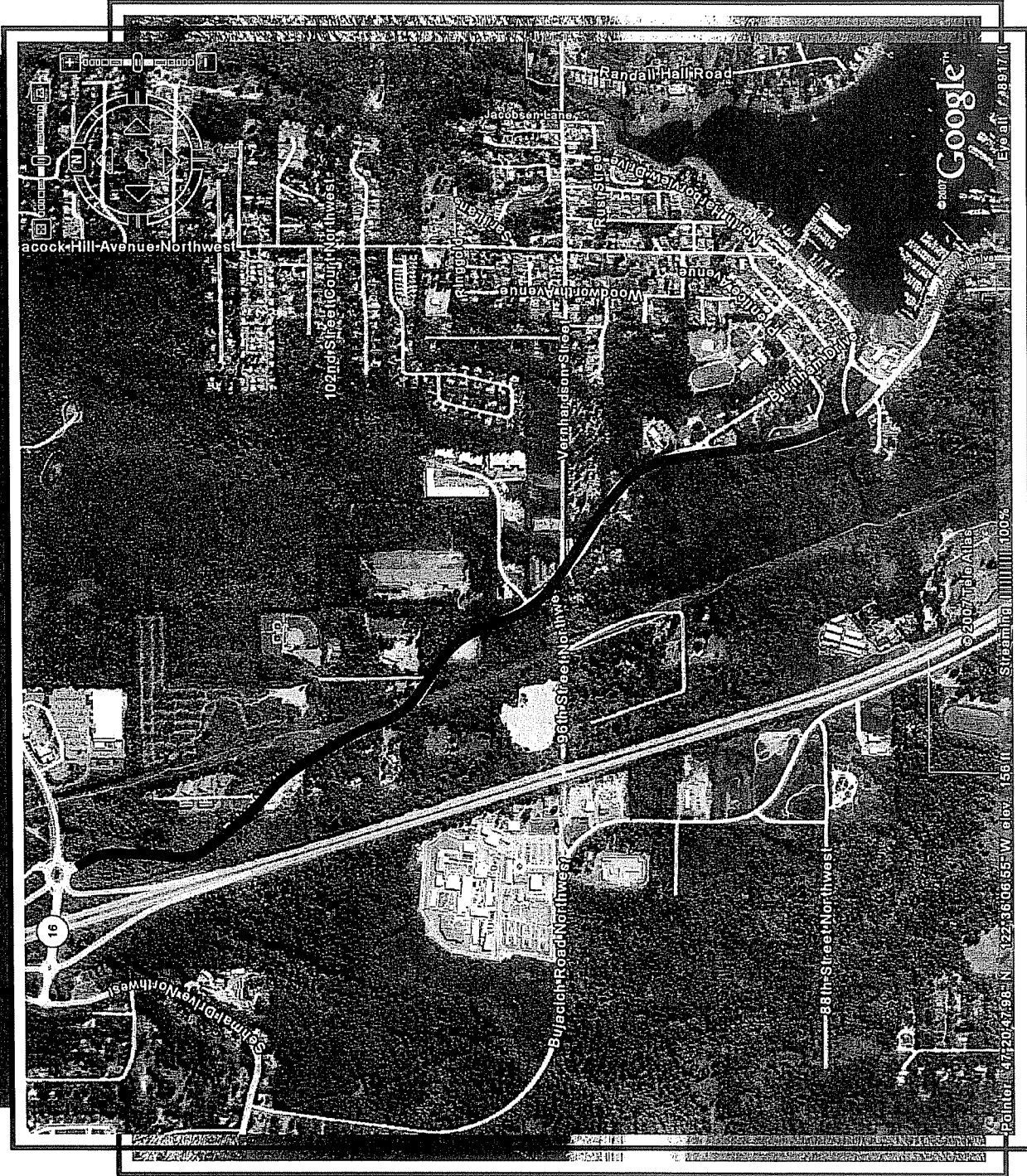
Burnham Interchange Long-Term Solution

	2008	2009	2010	2011	2012	Total
Cost:		3,000,000	3,000,000	3,000,000	35,000,000	\$ 44,000,000

Funding Sources:

	2008	2009	2010	2011	2012	Total
Federal Earmarks		3,000,000	3,000,000			6,000,000
Hospital benefit Zone Revenue Bond				3,000,000	20,250,000	23,250,000
SEPA &/or Impact Fees	100,000				14,750,000	14,850,000
		3,000,000	3,000,000	3,000,000	35,000,000	\$ 44,100,000

Burnham Drive: Harborview to Interchange



Transportation Projects

Burnham Drive: Harborview to Interchange (Curb, Gutter, Sidewalks, Landscaping, etc)

2011

Cost: \$ 9,000,000

Funding Sources:
HBZ Revenue Bond \$ 9,000,000

Transportation Projects

Olympic & 56th Street
(Road Widening / Sidewalk / Signalization;
Continuation of Project from 2007)

2008

Cost: \$ 4,500,000

Funding Sources:

TIB Grant	\$ 2,729,500
Impact Fees	\$ 1,670,500
SEPA Off-site	\$ 100,000
Total	<u>\$ 4,500,000</u>

Transportation Projects

Wagner Way Traffic Signal

2008

Cost:

\$ 350,000

Funding Sources:

SEPA – Mallard’s Landing

\$ 280,000

Impact Fees

\$ 70,000

Total

\$ 350,000

Transportation Projects

Rosedale Street – Stinson to Skansie (Curb, Gutter, Sidewalks, Roadway Improvements)

2011

Cost: \$ 1,950,000

Funding Sources:

Impact Fees

\$ 975,000

TIB & Safe Routes to Schools Grants

\$ 975,000

Total

\$ 1,950,000

Transportation Projects

Skansie Avenue – Rosedale to Hunt
(Roadway Improvements, Curb, Gutter, Sidewalks, Roundabout @ Hunt)

2010

Cost: \$ 2,100,000

Funding Sources:

Impact Fees \$ 1,050,000

TIB & Safe Routes to Schools Grants \$ 1,050,000

Total \$ 2,100,000

Transportation Projects

Hunt Street Freeway Undercrossing

2012

\$ 5,250,000

Cost:

Funding Sources:

Impact Fees

\$ 5,250,000

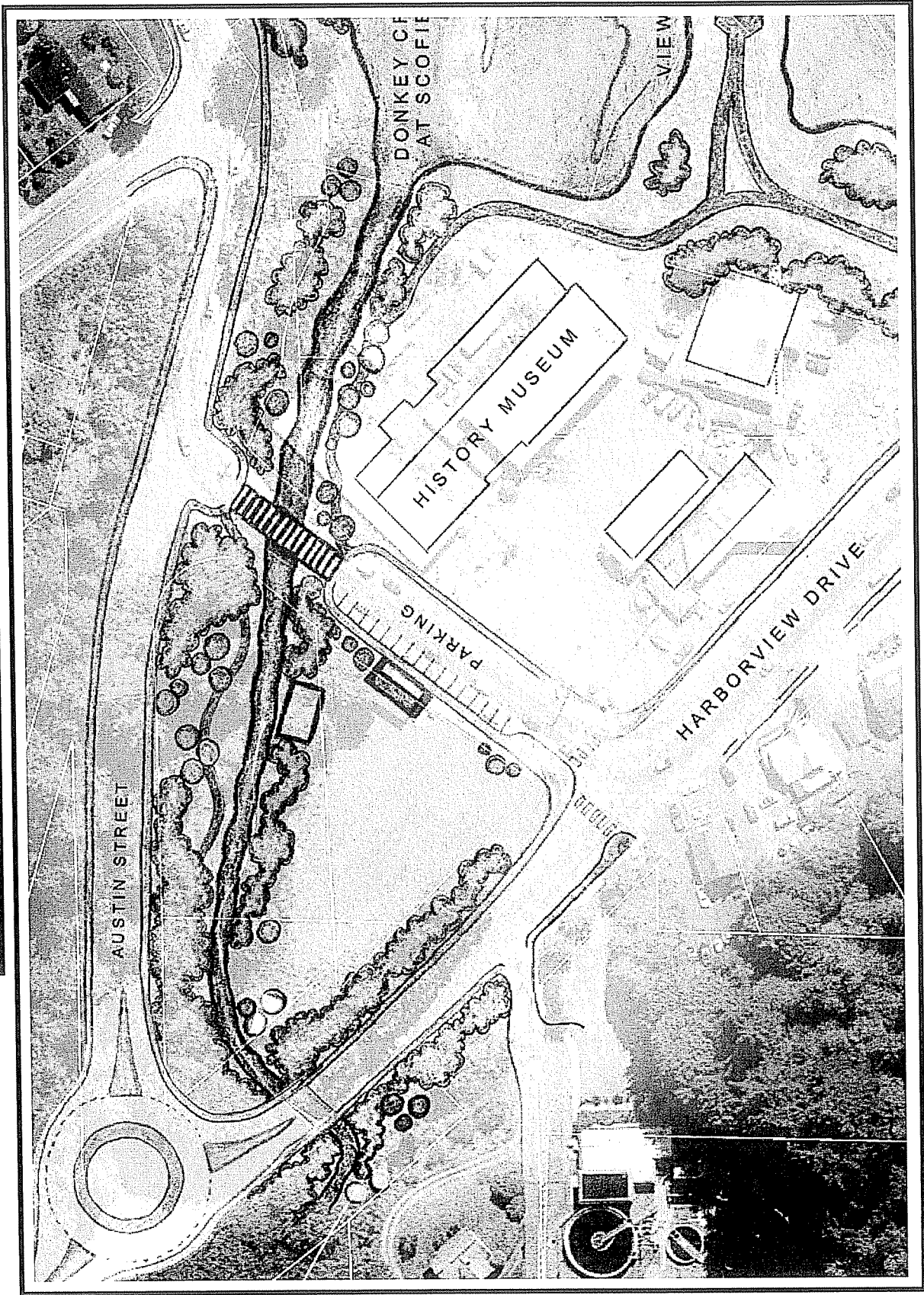
Transportation Projects

Point Fosdick / 56th Street (Roadway , Lighting & Sidewalk Improvements)

	2008	2009
Cost:		\$ 3,000,000

Funding Sources:	2008	2009
State TIB Grant		\$ 2,000,000
SEPA Mitigation		\$ 600,000
Impact Fees		\$ 400,000
		\$ 3,000,000

Donkey Creek Daylighting



Transportation Projects

Donkey Creek Daylighting

- North Harborview pedestrian bridge
- Restoring the creek
- Austin road improvements
- Austin/Harborview intersection control device
- Fish friendly culvert under Harborview

2009

\$ 3,250,000

Cost

Funding Source

Federal Earmark

\$ 3,250,000 *

* There is a likelihood that Endangered Species Grants (Near Shore, Salmon Recovery Fund, etc.) will be approved and therefore offset the federal earmark.

Transportation Projects

Street System Rehabilitation

	2008	2009	2010	2011	2012	Total
Cost:	450,000	450,000	450,000	450,000	450,000	\$ 2,250,000

Funding Sources:

General Fund (Sales Tax)	450,000	450,000	450,000	450,000	450,000	\$ 2,250,000
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Examples of Roads to be Rehabilitated:

- Soundview Drive: From Olympic to Kelsey. (Thin Overlay)
- Burnham Drive from Harborview to Franklin

Transportation Projects

Sidewalk Gap Connections

	2008	2009	2010	2011	2012	Total
Cost:		50,000	75,000	100,000	100,000	\$ 325,000

See separately listed sidewalk projects in 2008

Funding Sources:

General Fund	50,000	75,000	100,000	100,000	100,000	\$ 325,000
(Sales Tax)						

Examples of Sidewalk Gap Connections:

- Prentice from Middle School, Down Fennimore to Peacocke
- Burnham between the Eagles and the Mexican Restaurant

Transportation Projects

Traffic Calming Program

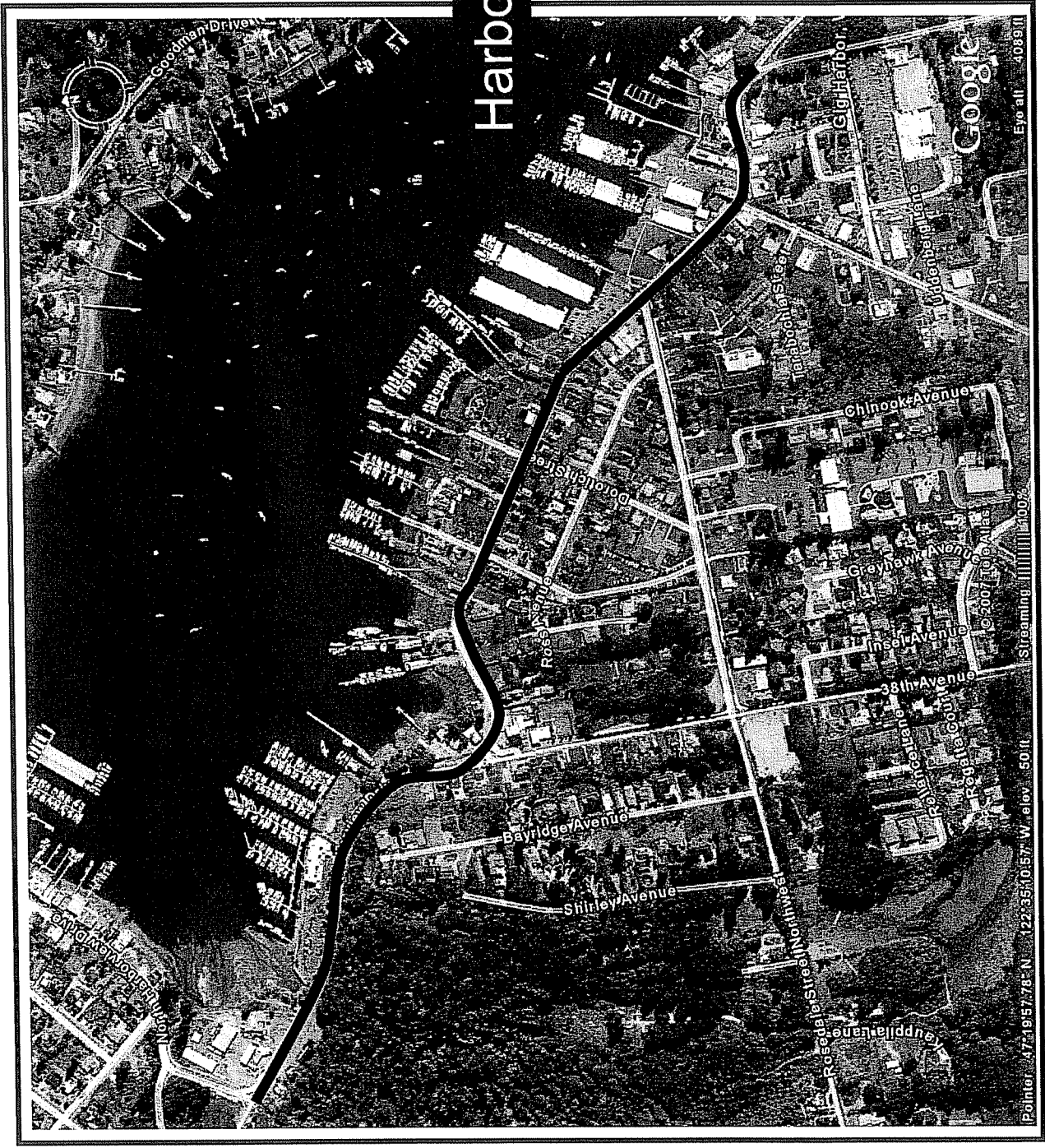
	2008	2009	2010	Total
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Cost: Study Speeds \$ 25,000 \$ 25,000 \$ 50,000

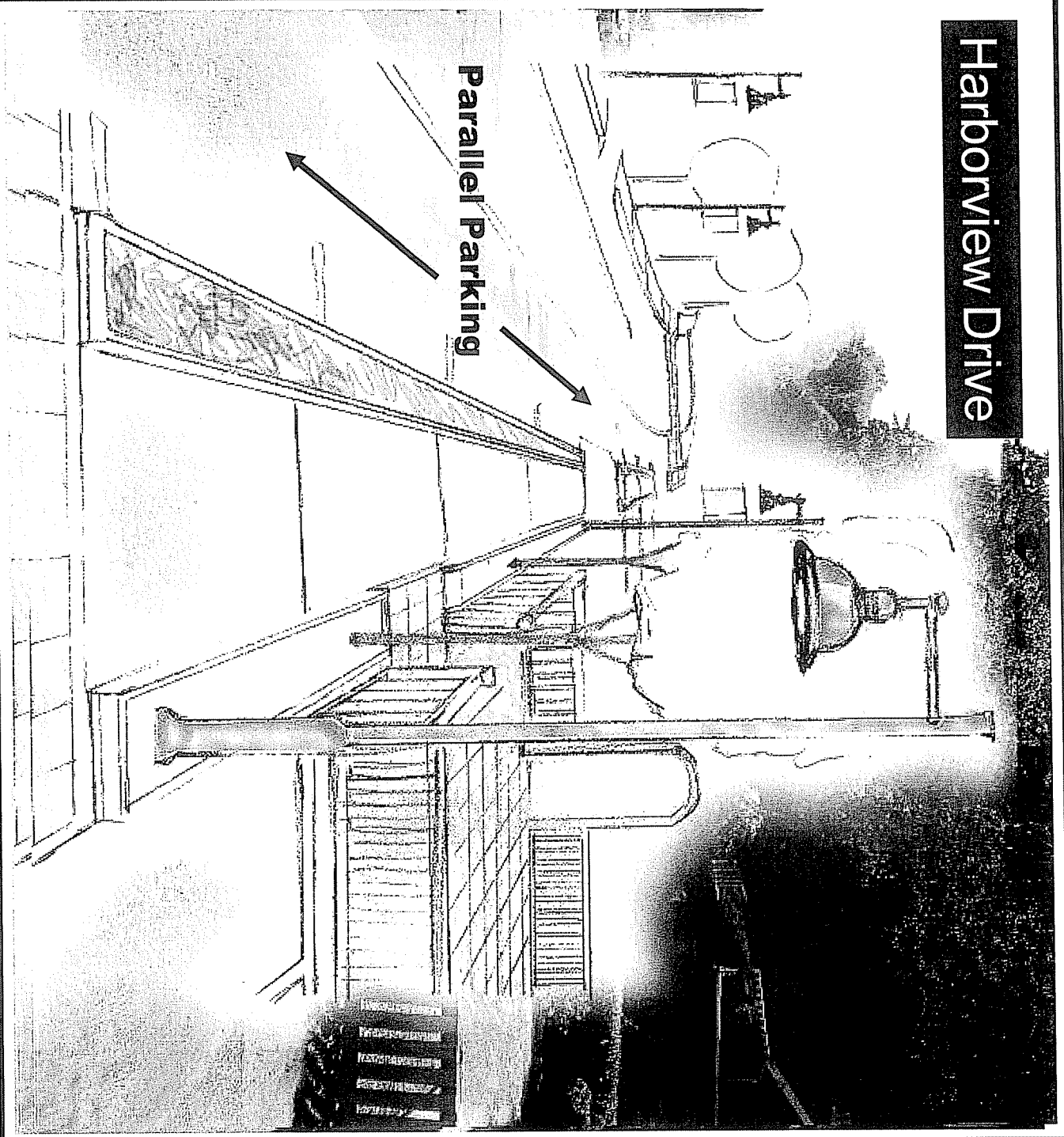
Funding Sources:

General Fund \$ 25,000 \$ 25,000 \$ 50,000

Harborview Drive



Harborview Drive



Transportation Projects

Harborview Drive

- Road rehabilitation from Rosedale to Dorotich
- Sidewalk Improvements from Rosedale to N. Harborview
- AC water main upsized replacement from Rosedale to N. Harborview

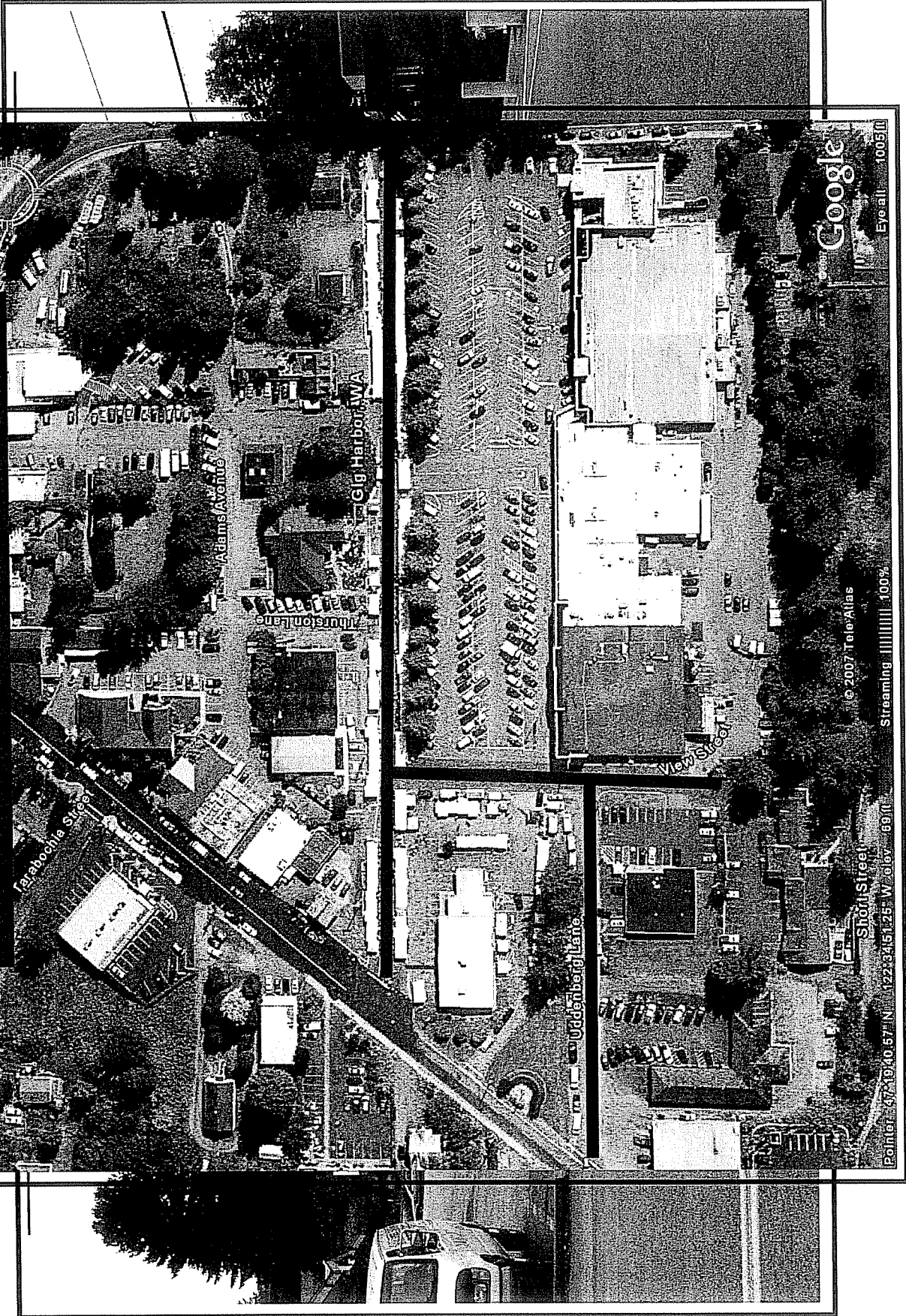
* Developer may be responsible for 500 feet of AC water main replacement

2008	2009	2010	2011	2012	Total
100,000	1,500,000				\$ 1,600,000

Funding Sources:

2008	2009	2010	2011	2012	Total
Councilmanic Bond Issue	100,000	1,500,000			\$ 1,600,000

Judson / Stanich / Uddenberg



Google

Eyeall 1005

© 2007 TeleAtlas

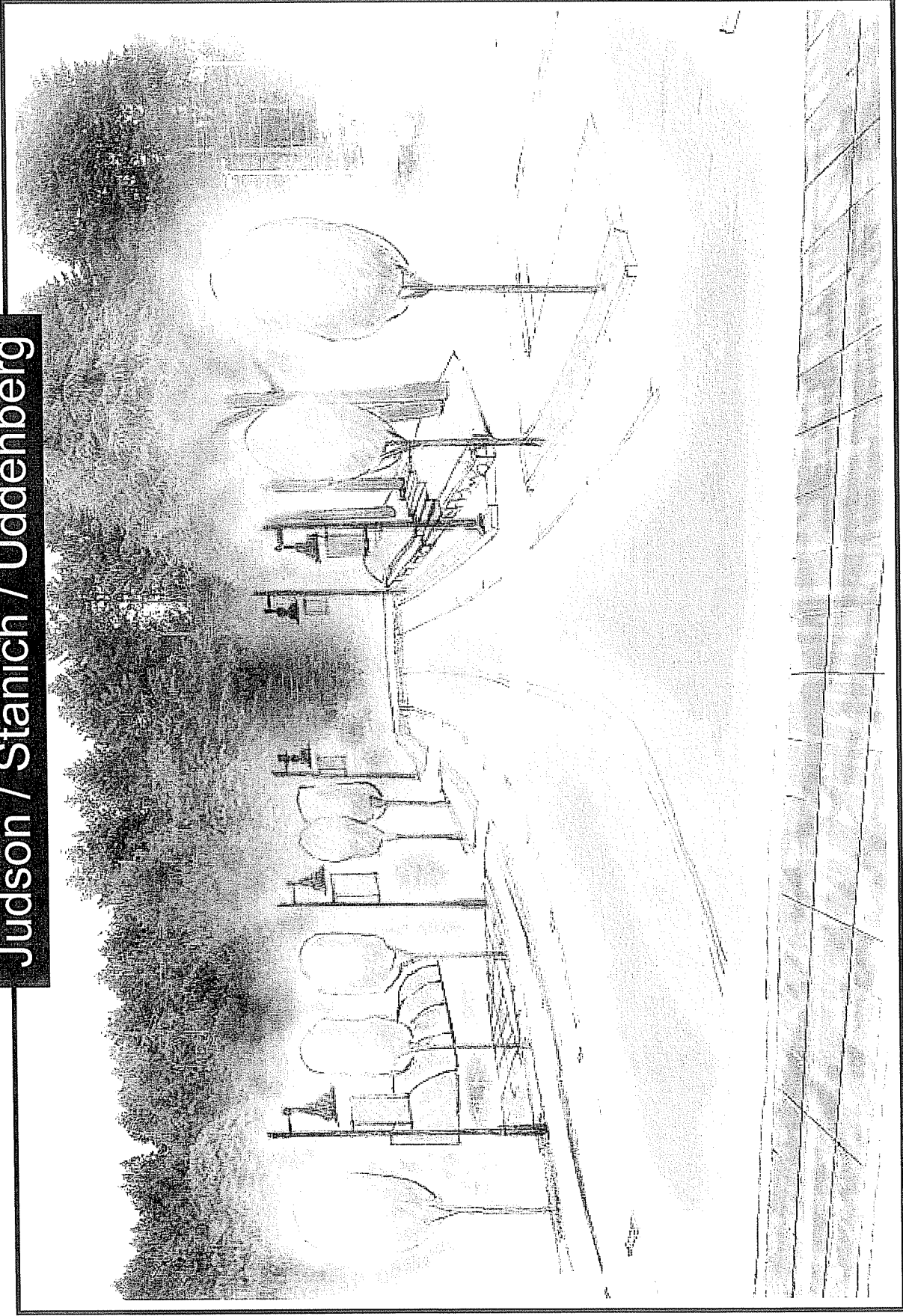
Streaming 100%

Stanich Street

Pointer: 47°19'40.67" N 122°34'51.25" W elev: 69 ft

G I G H A R B O R T R A N S P O R T A T I O N P R O J E C T S

Judson / Stanich / Uddenberg



Transportation Projects

Judson / Stanich / Uddenburg (Roadway & Sidewalk Improvements)

2008

Cost:

\$ 750,000

Funding Sources:

Councilmanic Bond Issue

\$ 375,000

General Fund

\$ 375,000

Total

\$ 750,000



50th Street Extension to 38th

Transportation Projects

50th Street Extension to 38th

(From Westside Park to 38th, Including Sidewalks)

2008

Cost:

\$ 885,000

Funding Sources:

Impact Fees

\$ 123,000

Carry Forward from 2007

\$ 162,000

Councilmanic Bond Issue

\$ 600,000

Total:

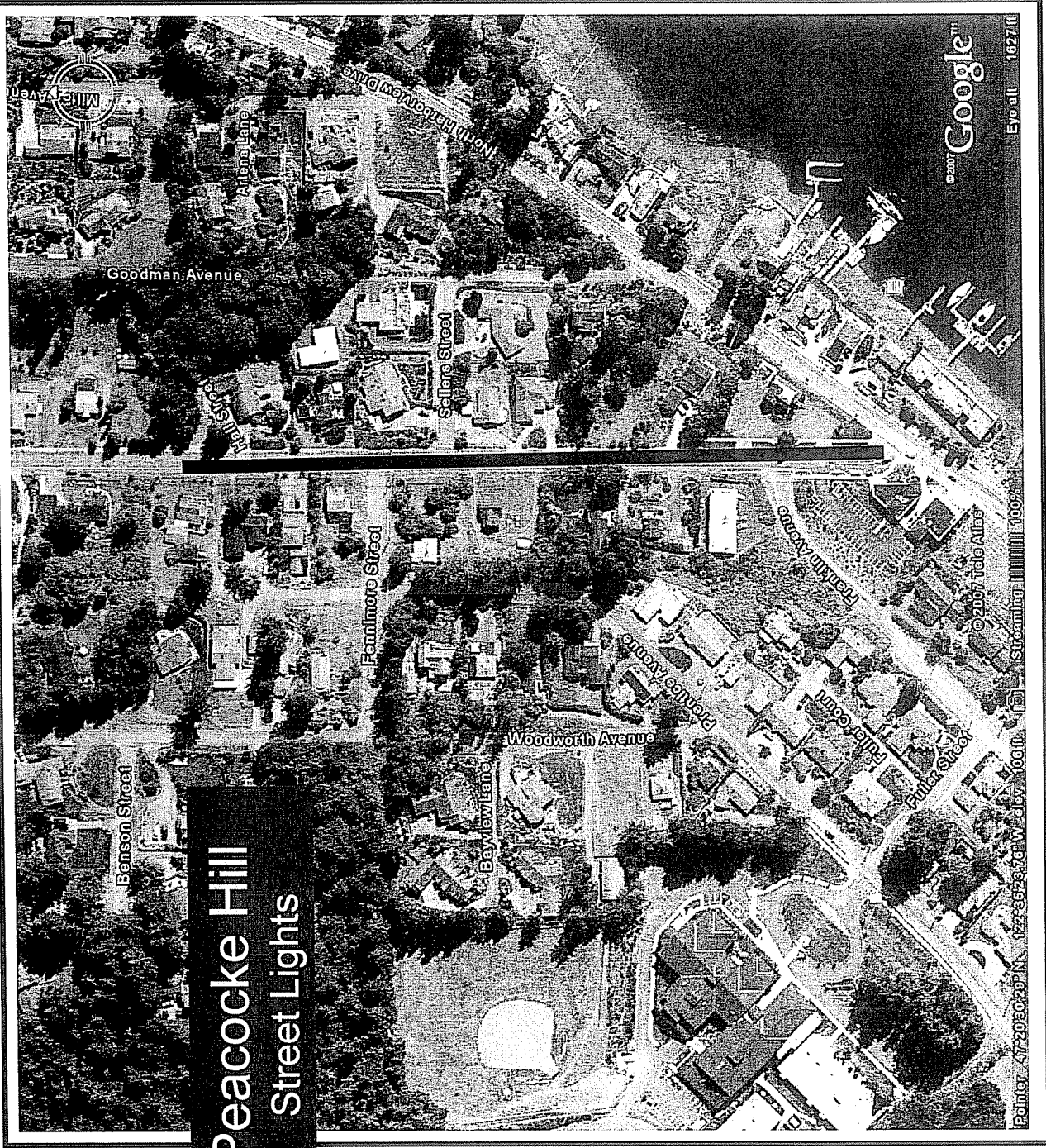
\$ 885,000

Transportation Projects

38th Street Sidewalk & Bike Lane Improvements

(Hunt St. to Goodman Middle School)

	2008	2009	Total
Cost:	200,000	1,700,000	\$ 1,900,000
Funding Sources:			
TIB Pedestrian Safety Grant		100,000	\$ 100,000
Safe Routes to Schools Grant		900,000	\$ 900,000
Councilmanic Bond Issue	200,000		\$ 200,000
Impact Fees		700,000	\$ 700,000
	<u>\$ 200,000</u>	<u>\$ 1,700,000</u>	<u>\$ 1,900,000</u>



**Peacocke Hill
Street Lights**

Transportation Projects

Peacocke Street Lights

(Peacocke Hill from N. Harborview to Benson Street)

2008

\$ 30,000

Cost:

Funding Sources:

General Fund

\$ 30,000

Transportation Projects

Grandview Phase I

(Stinson to Pioneer – Already Designed)

2010

\$ 550,000

Cost:

Funding Sources:

\$ 250,000

General Fund

\$ 300,000

SEPA Mitigation

\$ 550,000

Total



Transportation Projects

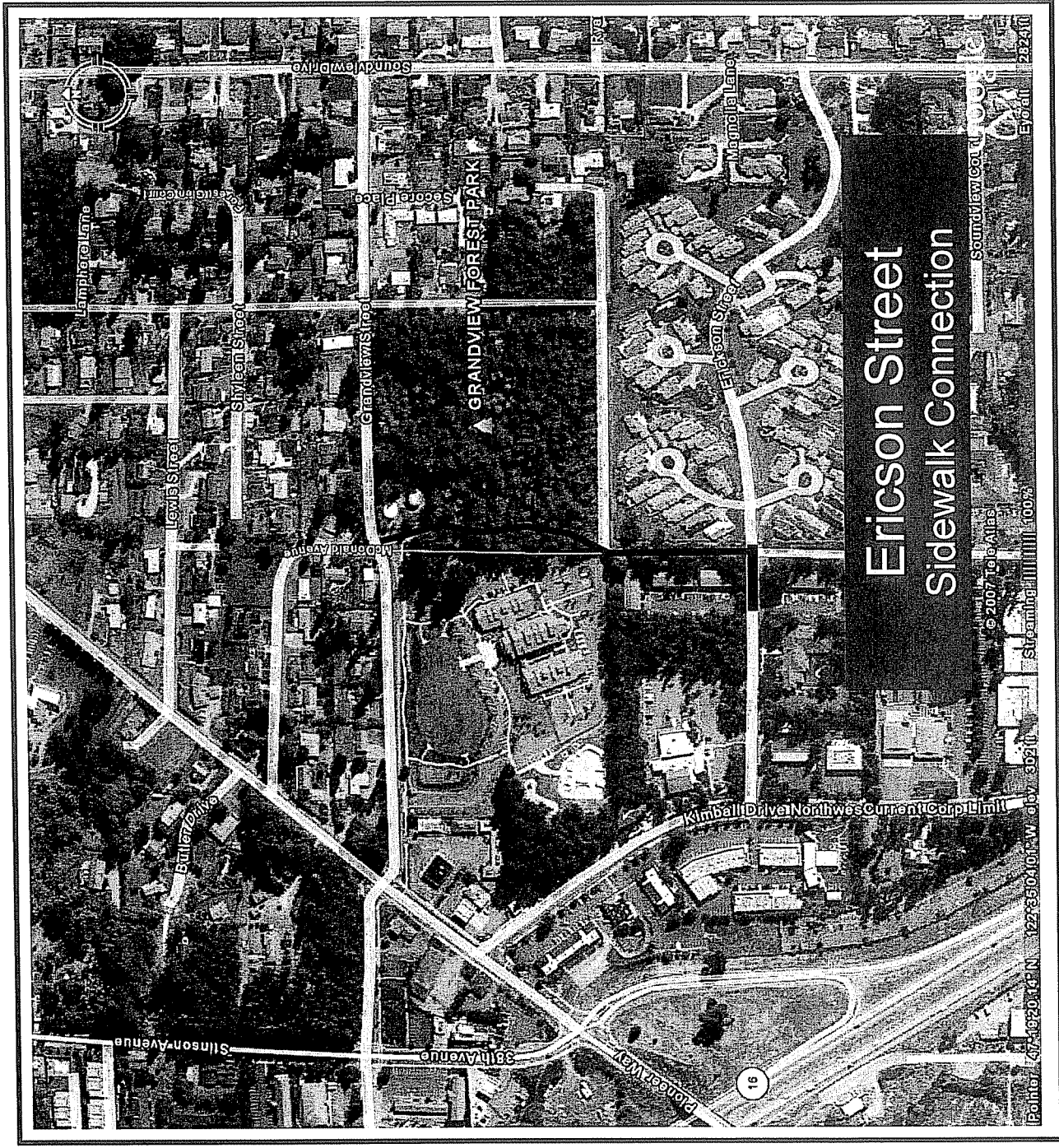
Grandview Phase II (Soundview – McDonald)

(Road / Sidewalk / Lighting Improvements
– Design in 2008, Construction in 2009)

	2008	2009	Total
Cost:	\$ 90,000	\$ 550,000	\$ 640,000

Funding Sources:

General Fund	\$90,000	\$ 150,000	\$ 240,000
Impact Fees		\$ 400,000	\$ 400,000
Total	\$ 90,000	\$ 550,000	\$ 640,000



Ericson Street Sidewalk Connection

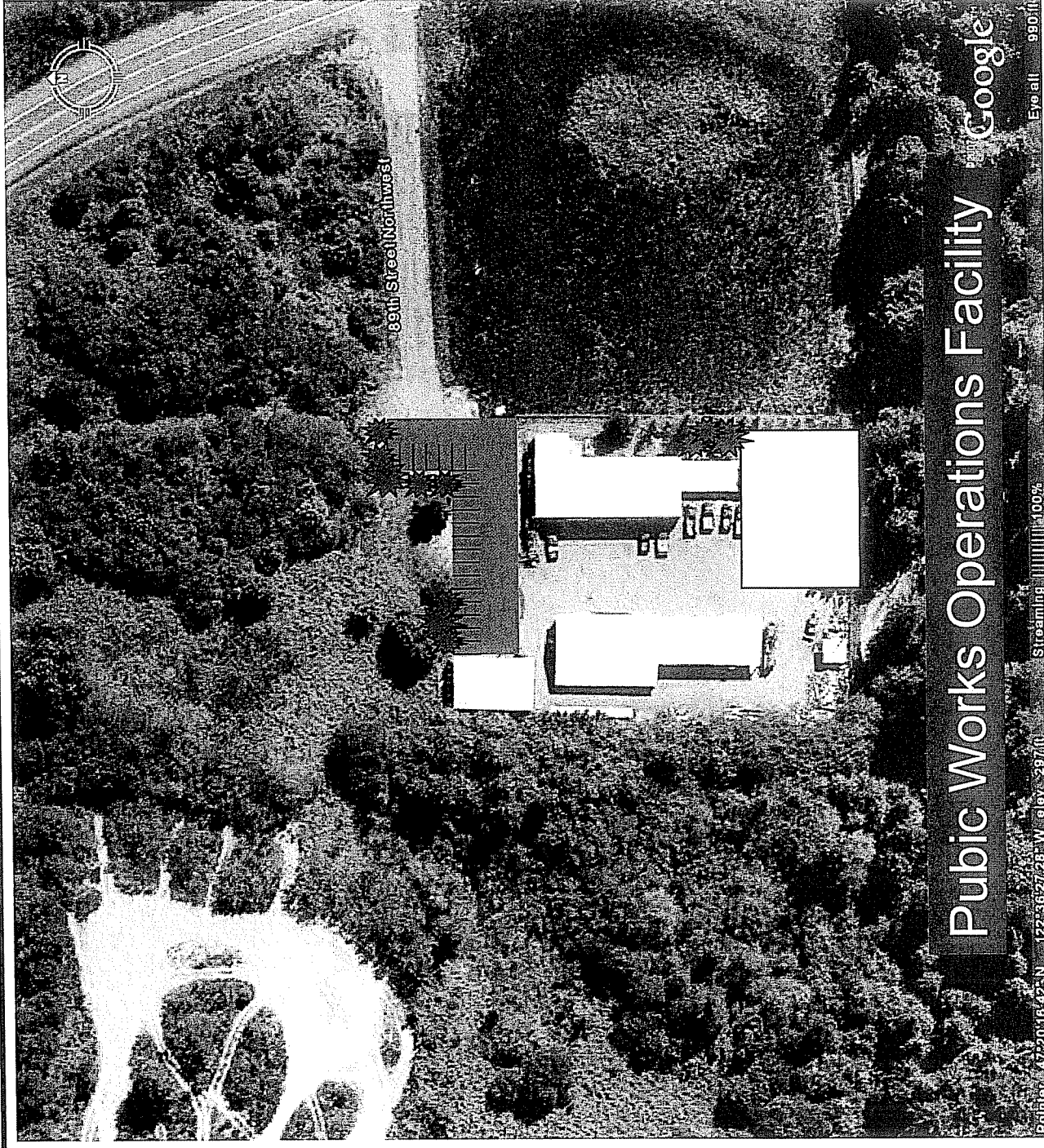
Transportation Projects

Ericson Street: Pedestrian Sidewalk & Lighting Improvements

2008

Cost: \$ 25,000

Funding Sources:
General Fund \$ 25,000



89th Street Northwest



Public Works Operations Facility

by Google

Pointer: 47°20'18.42" N 122°36'27.28" W elev: 297 ft | Streaming | 100% | Eye alt: 990 ft

G I G H A R B O R T R A N S P O R T A T I O N P R O J E C T S

Transportation Projects

Pubic Works Operations Facility

	2008	2009	Total
Cost:	\$ 150,000	\$ 990,000	\$ 1,140,000

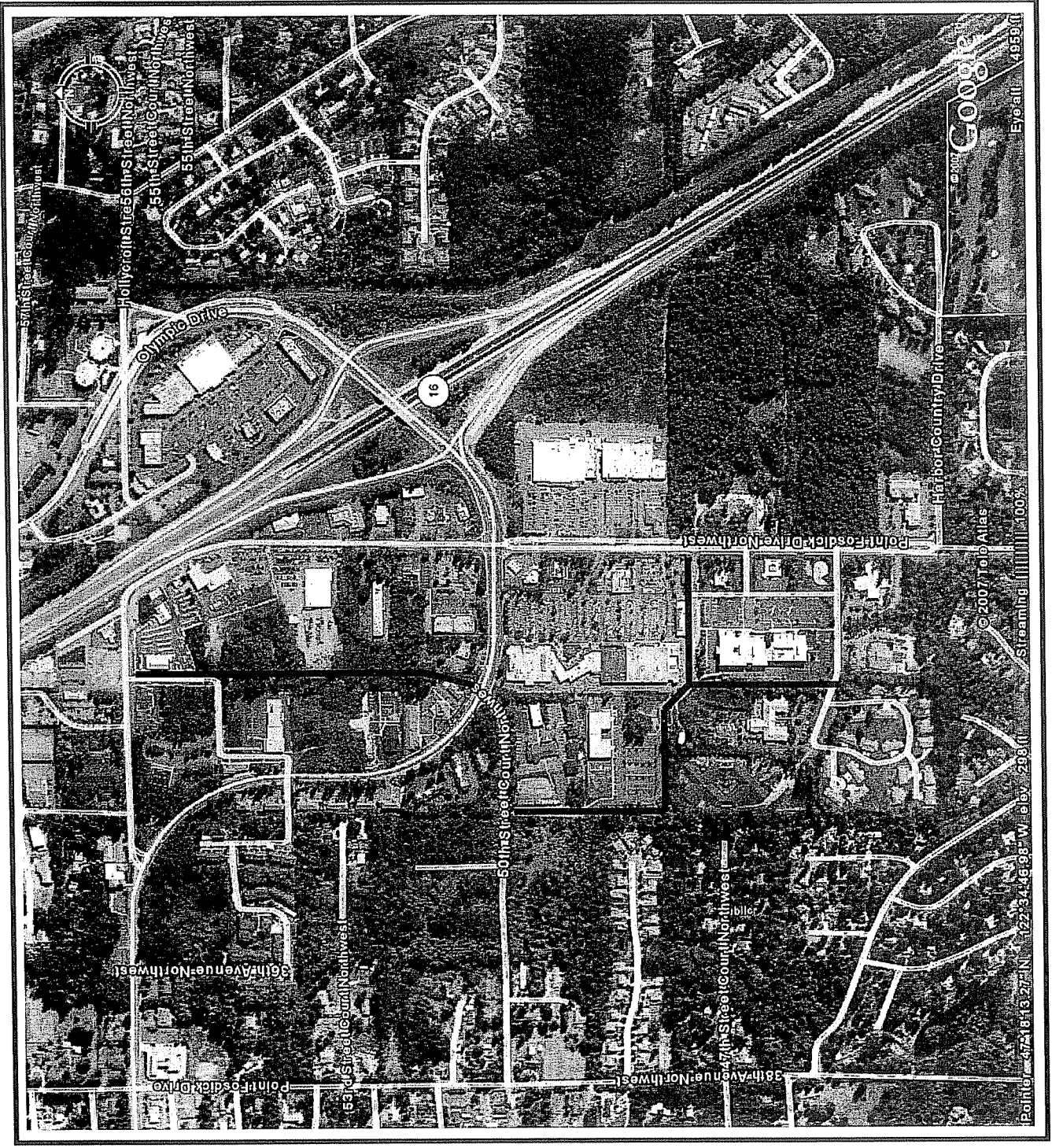
Funding Sources:

Councilmanic Bond Issue	\$ 50,000	\$ 540,000	\$ 590,000
Transfer from Street Fund	\$ 100,000		\$ 100,000
General Fund		\$ 450,000	\$ 450,000
Total	\$ 150,000	\$ 990,000	\$ 1,140,000

Cost Assumptions:

6,000 square foot Facility @ \$190.00 per square foot

Street Connections: Point Fosdick Area



Transportation Projects

Street Connections: Point Fosdick Area

2011

\$ 1,500,000

Cost:

Funding Sources:

Impact Fees or Councilmanic Bond Issue \$ 1,500,000

Transportation Projects

Downtown Parking Garage

2011

\$ 2,500,000

Cost:

Funding Sources:

Downtown L.I.D

\$ 1,000,000

Councilmanic Bond Issue

\$ 1,500,000

Total: \$ 2,500,000

Cost Assumptions:

Land Acquisition: \$ 1,500,000

50 stalls at \$20,000/stall: \$ 1,000,000

Transportation Projects

Matrix of Funding Sources & Uses: 2008

City of Gig Harbor Transportation Capital Improvement Projects: 2008 Funding Sources							
	Grants	SEPA Mitigation	Impact Fees	Councilmanic Bond Issue	General Fund	Street Fund	Total
Burnham Interchange Hospital Improvements	5,000,000	6,000,000					11,000,000
Burnham Interchange Long Term Solution			100,000				100,000
Olympic/56th	2,729,500	100,000	1,670,500				4,500,000
Wagner Way Traffic Signal		280,000	70,000				350,000
Street System Rehabilitation/Overlay Program					450,000		450,000
Harborview Drive Sidewalk/Roadway Improvements (Design)				100,000			100,000
Judson/Stanich/Uddenburg Sidewalk/Roadway Improvements				375,000	375,000		750,000
50th Street Extension to 38th			162,000	600,000	123,000		885,000
38th Street Sidewalk, Bike Lane, Improvements (Design)				200,000			200,000
Public Works Operations Facility (Design)				50,000		100,000	150,000
Grandview Phase II (Design)					90,000		90,000
Ericson Street Pedestrian and Lighting Improvements					25,000		25,000
Peacocke Streetlights					30,000		30,000
Total	\$7,729,500	\$6,380,000	\$2,002,500	\$1,325,000	\$1,093,000	\$100,000	\$18,630,000

Transportation Projects

Councilmanic Bond Issues

Proposed Councilmanic Bond Issues: 2008 & 2009			
	2008	2009	Total
Transportation Projects			
Harborview Drive Sidewalk/Roadway Improvements	100,000	1,500,000	1,600,000
Judson/Stanich/Uddenburg Sidewalk/Roadway Improvements	375,000		375,000
50th Street Extension to 38th	600,000		600,000
38th Street Sidewalk, Bike Lane, Improvements	200,000		200,000
Public Works Operations Facility	50,000	540,000	590,000
Transportation Total:	\$1,325,000	\$2,040,000	\$3,365,000

Parks & Transportation Projects

Councilmanic Bond Issues

2008 - 2009

Proposed Councilmanic Bond Issues: 2008 & 2009			
	2008	2009	Total
Transportation Projects			
Harborview Drive Sidewalk/Roadway Improvements	100,000	1,500,000	1,600,000
Judsoni/Stanch/Uddenburg Sidewalk/Roadway Improvements	375,000		375,000
50th Street Extension to 38th	600,000		600,000
38th Street Sidewalk, Bike Lane, Improvements	200,000		200,000
Public Works Operations Facility	50,000	540,000	590,000
Transportation Total:	\$1,325,000	\$2,040,000	\$3,365,000
Parks Projects			
Eddon Boat Park - Park Development	140,000	500,000	640,000
Austin Estuary Park	46,000		46,000
Cushman Trail Phase II: Kimball to Borgen	664,000		664,000
Parks Total:	\$850,000	\$500,000	\$1,350,000
Grand Total: Parks and Transportation	\$2,175,000	\$2,540,000	\$4,715,000

Councilmanic Bond Issues

Assumptions:

Term: 10 years

Interest Rate: 4.5% (Today's Rates)

2008	Debt Issue	\$ 2,175,000
2009	Debt Issue	\$ 2,540,000
	Total	<u>\$ 4,715,000</u>

Estimated Annual Debt Service:

2008 Issue	\$ 278,283
2009 Issue	\$ 324,983
Total	<u>\$ 603,266</u>

Debt Service funding Source: Real Estate Excise Tax

