

# **Gig Harbor City Council Meeting**

**April 28, 2008  
6:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
April 28, 2008 - 6:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of April 14, 2008.
2. Council Committee Reports: a) Finance Committee
3. Proclamations / Correspondence: Building Safety Week.
4. Resolution – Surplus Vehicle.
5. Resolution – Support Healthy Communities.
6. Tourism Website - Amendment to Contract.
7. Purchase Authorization for Deck Materials for Eddon Boat Brick House.
8. Onshore Sewer Outfall Project - Change Order No. 1.
9. 2008 Street Rehabilitation and Resurfacing Materials Testing Contract.
10. 2008 Street Rehabilitation and Resurfacing Contract.
11. Approval of Payment of Bills for April 28, 2008:  
Checks #57438 through #57572 in the amount of \$1,285,187.46.

**PRESENTATIONS:**

1. Officer of the Year and Support Staff of the Year Awards.
2. Support Healthy Communities.

**OLD BUSINESS:**

1. Second Reading of Ordinance – LOCAL State Treasurer Financing.

**NEW BUSINESS:**

1. Public Hearing – 2008 Comprehensive Plan Amendments to Docket.
2. Public Hearing – 96<sup>th</sup> Street Annexation.
3. First Reading of Ordinance – Updates to the Building Code.
4. Resolution – New Process for Small Public Works and Consultant Roster.
5. Contract Agreement for Small Works Roster Membership – Municipal Research Service Center.
6. Temporary Underground Septic Storage Tanks.
7. Recommendation to Name the Park at Eddon Boat - Maritime Heritage Park.
8. Design and Engineering Services: BB16 Level III Screening.

**STAFF REPORT:**

1. Quarterly Report and Performance Measures Report – David Rodenbach.
2. Comparison of Enforcement Measures – Nuisance Ordinance.
3. Boys & Girls Club Agreement Update.

**PUBLIC COMMENT:**



**MAYOR'S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Judson / Harborview Improvement Project – Stakeholders Workgroup: Tuesday April 29<sup>th</sup> walking tour begins at 6:00 p.m. at the corner of Judson/Pioneer. The meeting continues at 7:00 p.m. in Community Rooms A&B.

**ADJOURN TO WORKSTUDY SESSIONS:**

1. Mainstreet Program.
2. BB16.

**GIG HARBOR CITY COUNCIL MEETING OF APRIL 14, 2008**

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Malich, Payne, Kadzik and Mayor Hunter.

**CALL TO ORDER:** 7:15 p.m.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of March 24, 2008.
2. Receive and File: a) March Building / Fire Stats; b) Gig Harbor North Traffic Options Committee Minutes; c) Operations and Public Project Committee Minutes; d) Intergovernmental Affairs Committee Minutes; e) Master Builders Article - Green Building.
3. Correspondence / Proclamations: a) Parks Appreciation Day; b) Open Government Workshop.
4. Liquor License Application: Kimball Espresso Gallery.
5. Uddenberg Lane - Phase I Environmental Assessment.
6. Purchase and Sale Agreement – Rohwer Property.
7. 2008 NPDES Receiving Water Quality Monitoring Program – Consultant Services Contract.
8. Banking Services Contract Extension.
9. Crescent Creek Shelter & Bathroom Re-roof Contract.
10. Street Naming – Borgen Loop, Cedar Court, Amber Court, Ash Lane, Kinglet Lane, Honeysuckle Lane, and Lark Lane at The Ridge at Gig Harbor.
11. Escrow Agreement for Retainage – Onshore Outfall & Force Main Replacement Project – Pivetta Brothers.
12. Interagency Agreement – Port Security Grant.
13. Resolution – Sole Source Provider: In-car Video Wireless Transfer System.
14. Purchase Authorization – Police Vehicle.
15. General Facilities Charge Analysis and Rate Study – Contract Extension.
16. Liquor License Renewals: The Great Australian Bite; Anthony's; Olympic 76; Kelly's Café; Tanglewood Grill; and Bistro Satsuma.
17. Special Occasion Liquor License: Prison Pet Partnership Program.
18. Approval of Payment of Bills for April 14, 2008:  
Checks #57251 through #57437 in the amount of \$1,394,190.72.
19. Approval of Payroll for month of March, 2008:  
Checks #5060 through #5085 in the amount of \$336,226.69.

**MOTION:** Move to adopt the Consent Agenda with item number six, Purchase and Sale Agreement – Rohwer Property, moved to Old Business. Kadzik / Payne – unanimously approved.

**PRESENTATIONS:**

1. Parks Appreciation Day – Presentation of Proclamation. Mayor Hunter presented this proclamation to Michael Perrow, member of the Parks Commission, thanking him for the work that the commission is doing.

2. Police Explorer Scout Program - John Tupper, Boy Scouts of America. Mr. Tupper explained that he represents Learning for Life, a subsidiary of the Boys Scouts of America. He said he was present to recognize the Law Enforcement Explorer Post chartered to the Gig Harbor Police Department. He gave an overview of the Explorer Scout program and presented a copy of the charter document that represents the partnership between this post and the Boy Scouts to Chief Mike Davis on behalf of the post. Chief Davis introduced Sgt. Adam Blodgett, a charter member of the post who plans on entering a career in law enforcement.

**OLD BUSINESS:**

1. Third Reading of Ordinance – Junk Vehicles. Rob Karlinsey, City Administrator, presented this ordinance, giving an overview of the changes that were made before coming before Council for a third reading.

Councilmembers discussed the need to further define “carport.” It was decided not to do it in this document.

**MOTION:** Move to adopt Ordinance No. 1126 as presented.  
**Young / Kadzik** – six voted in favor. Councilmember Franich voted no.

2. Purchase and Sale Agreement – Rohwer Property. Councilmember Kadzik said he wanted this pulled from the Consent Agenda in order to let everyone know that the city has acquired another park property located off Crescent Valley Drive and adjacent to the BMX Park Property.

**MOTION:** Move to accept the purchase and sale agreement for the Rohwer Property.  
**Kadzik / Payne** – six voted in favor. Councilmember Young voted no.

**NEW BUSINESS:**

1. Design and Engineering Services: Judson / Harborview Improvements. Rob Karlinsey, City Administrator, presented the background on this contract for design services and said that CTS Engineers was selected because they are highly qualified and have proposed to use a sub-consultant, Cascade Design Collaborative which has experience working with historical downtowns and understand the unique qualities of the harbor. He described the proposed scope of work, stressing that there will be plenty of community outreach throughout this summer and this should be back to Council in late August or September.

Councilmember Ekberg asked if there were design examples of local towns that Cascade had worked on. Mayor Hunter said he wanted to be sure we keep the character of the town in the design.

Mr. Karlinsey responded to the question of bid amounts by explaining that the firm was chosen by qualifications and then the price was negotiated, so there were no bids.

Councilmember Franich said it was appalling that the city is going to spend \$400,000 for a design that doesn't get one inch of final product. He asked why this couldn't be done in-house with the recently hired staff.

Mr. Karlinsey said that this project is going to require a substantial amount of work and with all the other projects going on we do not have the ability to design this project. He added that the amount of the contract for engineering and design, which is around 11%, is not out of line with a 3.5 million dollar project. He further explained that the difference in the budgeted amount and expenditure required is that only the design is being done this year.

Councilmember Malich asked about the level of design that the contract would provide. Mr. Karlinsey responded that everything except underground utilities. He said that they have talked to Peninsula Light about the project, and the contractor would continue with technical advisory committees throughout the project. In addition there will be four community meetings and four stakeholders' workgroup meetings managed by the contractor. The Council will be kept apprised during the process and the final concept approval will come this fall.

Councilmember Young mentioned that this may be an opportune time for added dialogue with Peninsula Light before the project gets too far.

Mr. Karlinsey indicated that he and the Mayor met with the CEO and CFO of Peninsula Light to discuss undergrounding utilities. They pointed out that the language in the franchise talks about "relocating utilities out of the right-of-way which may include undergrounding. In some cases that may be the only choice, but there may be times that an easement can be obtained.

Councilmember Young said that perhaps Council could engage the Peninsula Light Board to discuss these policy issues. Councilmember Payne agreed that it would be important to clarify the city's intention and desires adding that there is no more important place to do this than on the waterfront and Harborview.

Mr. Karlinsey said that Peninsula Light's preference is to do undergrounding when it helps system reliability, which is arguable on Harborview Drive. This applies with the line runs along a stretch of Douglas fir trees. The language in the franchise doesn't talk about system reliability; the trigger is when the city improves right of way.

Councilmember Young said that there has been an expectation by Council and residents that when right of way improvements are made, the utilities are undergrounded. Because we share a constituency, a “meeting of the minds” is important.

Rob Karlinsey responded that part of the consultant’s contract is to work with Peninsula Light on undergrounding but it would important for Council and staff to continue discussions. He said that he plans on calling tomorrow to let the CEO know that the project is moving forward.

Councilmember Payne said that he read the scope of work which was very thorough. He agreed that 11% for design of a project is well within reason. He said he would have liked a representative from the firm to speak to their experience with working with historic downtowns, asked what it was that made this firm stand out.

Mr. Karlinsey responded that along with their historic downtown experience, they talked about integrating art into projects. In addition, they tied the two projects together.

Emily Appleton, Senior Engineer agreed that the concept of tying the projects together was important for continuity and for gathering public input. She offered to obtain a copy of the conceptual design to share with Council.

Councilmember Malich asked for clarification of the process to choose this firm. Emily and Rob explained that they interviewed eight various-sized companies with south sound area offices. She said that each group was asked a series of questions and scored on different criteria.

There was further discussion on the method to negotiate the cost rather than asking for bids and the state law that regulates the process.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said he was amazed that we are hiring someone for \$400,000 to engineer a project without any scope of work to consider; just verbal statements. He then commented that he can’t see spending \$700,000 on Judson Street. He said that the sewer lines on Harborview have been in the ground since 1974 and so maybe the overall project is much needed, but there should be more in writing before committing. Councilmember Franich agreed on the comment about Judson Street. He said the parking there is fine.

Councilmembers clarified that Council was provided a very detailed scope of work as well as a cost breakdown.

**MOTION:** Move to authorize the Mayor to sign a consultant services contract with CTS Engineers for design and engineering of street, utility, and pedestrian improvements on Harborview Drive and Judson/Stanich/Uddenberg Streets.  
Payne / Kadzik – six voted in favor. Councilmember Franich voted no.

2. Support for a Sand Volleyball Court. Marco Malich, Interim Director of Operations, presented the background for a proposal to construct a sand volleyball court at the BMX Bike Park. Several locations were considered before the Parks Commission proposed this site.

Greg Vermillion – 8013 58<sup>th</sup> Ave. NW. Mr. Vermillion presented information on the proposal to construct a low-maintenance sand volleyball court at a city park. He talked about construction materials and the cost. He explained that the work will be done by volunteers and fund raising is already in process, but a location is needed. Mr. Vermillion explained that they used several criteria to rank possible sites to determine the best location. They carefully considered the BMX Bike Park and spent time to fit the court in with minimal impact to the existing use. He discussed projected costs and financing, then asked for Council approval to locate the court at this site.

Councilmember Kadzik asked about the perimeter netting. Mr. Vermillion described an optional low fence around the outside to prevent the ball to go too far. He said it is typically green low-visibility netting.

Councilmember Franich stressed the importance of meeting the parking needs. He also asked about placing it at the Civic Center. Mr. Vermillion responded that during this process they have only seen one car parked at this site. He said that there are usually ten to fifteen cars when they have an event, and so the existing parking should be sufficient. There is also parking at the city park. He then said that the Parks Commission didn't support putting the court in front of the Civic Center. Councilmember Young said that the thought during construction of the Civic Center was to leave that area unimproved for informal use.

After further discussion on an appropriate site, Councilmember Franich said that it seems too "California" for the BMX Bike Park site.

Councilmember Ekberg said that he thinks this project would enhance the other fields and facilities at the city park location. Councilmember Conan commented that he likes that the group tried to work with the BMX Park users. He said that he also shares the parking concern but thinks this option is a great addition to the area.

Mayor Hunter asked if it was a concern to separate the bikes from the volleyball court by a fence. Mr. Vermillion said that he didn't think it would be a problem.

Councilmember Payne asked about long-term maintenance. Mr. Vermillion said the court would depend upon younger folks taking up the sport and willing to take care of it. It is very low-maintenance, requiring it to be tilled once a spring then occasional raking. He also talked about the cost and quality of sand.

Councilmember Kadzik recommended working with the Design Review Board on any net fencing. He suggested also that they look at the adjoining property just acquired by the city.

Mr. Vermillion responded that they had been told it would be some time before this site would be available for consideration. They would love to look at the property if there is an opportunity to move forward quickly. Councilmember Young commented on constraint due to the wetlands on the site and the Mayor mentioned that the property is still located in Pierce County.

Councilmember Ekberg stressed that although the work is being done through a volunteer effort, this is still a city project and coordination would go through the Operations Department.

**MOTION:** Move to consider placement of a sand volleyball courts in a portion of the city's BMX Park.  
Malich / Kadzik – unanimously approved.

3. First Reading of Ordinance – LOCAL State Treasurer Financing. David Rodenbach introduced this ordinance authorizing a financing contract with the State Treasurer for the purchase the police vehicles. This will return at the next meeting for a second reading.

**STAFF REPORT:**

1. Police Department – Monthly Report – Chief Davis. Chief Davis offered to answer questions on the report. He said that there has not been a lot of increased activity in the Gig Harbor North area since construction of the big box stores. He also reported that police presence at the new theater located at Uptown has kept things quiet and controlled.

2. Telecommunication Facilities on City Property. Rob Karlinsey asked for guidance on whether Council wanted staff to spend time on a policy regarding placement of telecommunication facilities on city property. He said a company has shown interest in placing one on the Gig Harbor North Water Tower but there are issues of the lease agreement and access. If a policy is adopted in favor of this there are two potential benefits: revenue and control of additional cell towers on private property.

Ms. Morris talked about some of the issues that would be addressed such as interference with police radios, concerns about access to the city's water supply, lease length and amount. Councilmembers asked for examples of what other cities charge and to see if there is any negative feedback.

Councilmember Ekberg discussed issues that came up in committee. Aesthetics, access and exclusivity were among those. He commented that if this is the only tank that anyone has shown interest, then it might be worth the time to develop a policy.

Ms. Morris reminded Council that the city began negotiation on the property where the tank is located over two years ago; laws relating to telecommunications facilities change, and so Council may wish to delay action until we have access to the tank.

Councilmember Young mentioned that the state and federal governments are talking about regulations about pole attachment fees. This would affect the city's rights to lease for profit and so he suggested beginning work on this now.

After further discussion, Council directed Ms. Morris to go forward with obtaining ownership of the water tank property and finding out if other companies are interested in placing facilities on city property.

3. Update on Boys & Girls Club. Rob Karlinsey referred to the draft Boys & Girls Club agreement and said that they are hoping to finalize this before they break ground in May. He passed out notebooks with their proposed feasibility studies and strategic business plans.

Councilmember discussed at length what was being provided for the city's contribution. Councilmember Franich said it was his impression that when this came to council years ago, senior programs would be provided for the city's money. He voiced disappointment that there is nothing in the agreement to that affect.

Councilmember Ekberg said that the agreement to run the programs was assumed to be with the county, but that was so long ago that the offer is no longer there. He then commented that he would like more time to review the information in the notebook and ask questions before the draft agreement goes out.

Councilmember Young further clarified that the agreement to run the program was to be with the Park District, which no longer exists. At no point did the Boys & Girls Club say that they would run a senior center.

Councilmember Franich said that the spirit of the discussion was that the city would not provide the \$150,000 unless some services would be provided. Councilmember Young responded that the Senior Center was an idea to get more from this club than you would normally get.

Councilmember Payne pointed out that according to the agreement the city's first installment is due on the date of the Certificate of Occupancy. Councilmember Young said that is because we wanted to make sure it was completed.

Mr. Karlinsey mentioned that the county did contribute the land and that they have budgeted for a capital contribution. In addition, Councilmember Terry Lee has about \$30,000 budgeted in 2008 for a part-time Senior Center Coordinator.

Councilmember Franich asked everyone to consider budgeting enough next year to actually get something that would actually benefit the seniors. Councilmember Young



commented that the big thing is to provide the facility. There shouldn't be much to programming to provide as the seniors themselves will run the programs. The Red Cross provides the meals.

Councilmember Ekberg said that he hopes the feasibility study will include how many people will use the facility.

This will come back at the next meeting to allow Councilmembers time to review the information.

4. Public Nuisance Ordinance. Rob Karlinsey said that complaints had been received regarding a couple of residences in disrepair. According to the building department, as long as the utilities are turned off and no one is living there, nothing can be done per code. What is needed is a nuisance ordinance to address maintenance issues. He asked if Council would like staff to draft one.

Councilmembers asked about enforcement. Ms. Morris said that currently the city can enforce both civilly and criminally through state law. After further discussion, Ms. Morris was asked to pursue the state process and then begin work on a draft an ordinance for review. A suggestion was made to contact the property owner to determine if there were plans for the property.

5. Citizen Survey. Rob Karlinsey said that a copy of the citizen survey that will be used os included in the packet for Council's review. He said that there are four discretionary questions that the city can fill in and asked for suggestions to be emailed to him.

6. CERB Grant Update. Rob Karlinsey said that many of the Burnham Interchange interim solutions won't be used in the long-term solution and so staff is recommending amending the CERB Grant so that a portion of the grant gets applied to the long-term fix rather than the interim. He said that there are strategic timing issues and this will come back at the next meeting with a firm recommendation.

7. Cushman Trail Update. Rob Karlinsey commented that the estimate on the project has gone from 5.4 million to about 7 million and the county may not be able to construct the entire project this year, but they still want to go out to bid for the entire project with deductive alternates. He recommended that the city move forward and get the agreement in place for the city to contribute \$664,000. If they request additional funds in 2009 it would go through the budget process. Because it is important to take advantage of the funds budgeted by the county this year an agreement will come before Council for approval.

8. Wastewater Treatment Plant Update. Rob Karlinsey reported that the design of the project is on schedule and city permits have been submitted. We are 4-5 weeks away from 90% design completion and expect to go to bid in August. He said that we applied at the state for GCCM Method of construction and were turned down so are

back to the design/bid/build method. The board didn't think we had enough experience with this method of construction, plus we were late in the process.

Councilmember Young recommended that the city send someone to an upcoming session on the GCCM process to pick up advice. He offered to forward the announcement.

Mr. Karlinsey said that cost estimates and financial forecast are being refined throughout the process. Updates will be forwarded to Council accordingly.

9. Joint Meeting with PenMet Board. Rob Karlinsey said that he recommends a meeting with PenMet Board to discuss sharing park facilities and other partnering abilities. He said that there are several other issues that could be discussed, including double taxation. He suggested June 9<sup>th</sup>.

**PUBLIC COMMENT:** None.

**MAYOR'S REPORT / COUNCIL COMMENTS:**

Councilmember Ekberg reported that the Boards and Commissions Interview Committee met last week to follow up to the interview process for City Attorney last year. They identified policy, contract and procedure issues. He said that they would meet again and would report back at the next meeting.

Councilmember Conan showed of the Fire Helmet Award he earned attending a one-day fire academy. He said that it was a great opportunity and recommended the experience.

Councilmember Franich pointed out that the re-roof contract at the city park was over \$1000 a square foot. He said this could have been better thought out. Mayor Hunter pointed out that these are special shingles, and the city has to pay prevailing wages.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Operations Committee – Thurs. Apr. 17<sup>th</sup> at 3:00 p.m.
2. Finance Committee – Mon. April 21<sup>st</sup> at 4:00 p.m.
3. City Council / Planning Commission Joint Workstudy Session – Mon. April 21<sup>st</sup> at 6:00 p.m.
4. Volunteer Recognition Ceremony Breakfast – Tues. April 22<sup>nd</sup> at 7:30 a.m. Inn at Gig Harbor.
5. Boards & Commissions Candidate Review – Mon. April 28<sup>th</sup> at 4:30 p.m.

**EXECUTIVE SESSION:** For the purpose of discuss property acquisition per RCW 42.30.110(c)

**MOTION:** Move to adjourn to Executive Session at 9:23 p.m. for the purpose of discussing property acquisition per RCW 42.30.110(c) for approximately thirty minutes.  
Franich / Payne – unanimously approved.

**MOTION:** Move to return to regular session at 9:43 p.m.  
Franich / Malich – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:43 p.m.  
Conan / Malich – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1- 16  
Disk #2 Tracks 1- 10

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk

**CITY OF GIG HARBOR  
COMMITTEE OUTLINE MINUTES**

*Consent Agenda - 2a*

City of Gig Harbor Finance and Safety Committee  
*(Council Committee Conan, Franich, and Young)*

Date: April 21, 2008

Time: 4:00 p.m.

Location Executive Conf Room

Scribe: Jaci Auclair

**Commission Members and Staff Present:** Jim Franich, Derek Young, Rob Karlinsey, Dave Rodenbach, Mike Davis, Bill Colberg, Laurelyn Brekke, and Jaci Auclair.

**Absent:** Paul Conan

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up <i>(if needed)</i>
<b>NEW BUSINESS</b>		
1. Elimination of Passport Processing Services	City Administrator Rob Karlinsey provided background on the city's passport processing services. The city has been processing passports since 1997 and is the only agency in the Gig Harbor area with the exception of the Wauna post office. Laurelyn Brekke presented a written report and described the challenges in performing these services, stating that 90% of the phone calls she receives are passport related, agent training requirements have become more stringent, and changes in processing rules more frequent. This, combined with changes in her job duties since her recent promotion to Executive Assistant, has made performing these services a struggle. Discussion followed including the additional burden placed on agencies	Councilmembers Franich and Young requested further rationale on how many working hours will be freed up by eliminating this service, how these hours will otherwise be spent, and justification for losing \$35,000 in revenue annually. Councilmembers suggested this issue then be brought before full council for a decision.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>due to the new Canadian passport requirements, attempts to alleviate some of the burden by limiting passport processing hours, and how the new enhanced driver's licenses and passport cards has had little effect in easing the situation because of the difficulty in obtaining DMV appointments. The burden is exacerbated by our reputation for quick and efficient processing which draws applicants from many areas outside of Gig Harbor (federal requirements prohibit us from limiting our services to Gig Harbor residents only.) The possibilities of combining efforts with Pierce or Kitsap County to provide these services or transferring services to the Gig Harbor post office were also discussed.</p> <p>Councilmember Franich asked for clarification on past staffing decisions related to passport processing, and current workload pressures preventing us from providing this important community service.</p> <p>Councilmember Young indicated that he was inclined to discontinue passport processing if the burden is becoming too great.</p> <p>Both councilmembers questioned the wisdom of hiring a dedicated entry level staff person to perform this service.</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<p>2. Emergency Preparedness: Equipment and Supplies.</p>	<p>City Administrator Rob Karlinsey introduced the need for self-sufficiency and an independent shelter for essential city personnel in the event of a disaster. He stated that we cannot rely on the Red Cross alone because they are not equipped to deal with large scale need in this area; and while Chapel Hill has opened its doors to the community for shelter, the need for basic necessities such as food, water, and bedding for essential city personnel still needs to be addressed.</p> <p>Lieutenant Colberg presented information on emergency equipment and supplies available for purchase, cost comparisons, and possible trailer shelter locations. He recommended that we obtain enough supplies to provide for our essential personnel, short term, until FEMA can arrive, and asked the councilmembers for guidance on the extent to which they would want to pursue these measures. Lt. Colberg stated that many of the items listed in a quote provided by ProPac (specializing in building and equipping such trailers) could be purchased more inexpensively through state contracts; in essence, we could likely obtain and equip our own trailer shelter less expensively.</p>	<p>Councilmembers directed Lt. Colberg to research and assemble a suggested list of general necessities, enough to support 50 people, which could be purchased for approximately \$25,000. This proposal may then be brought before the full council for consideration.</p> <p>Councilmember Franich restated his desire to see more community education and outreach in the area of emergency preparedness.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<p>3. Recap of Soundshake 2008.</p>	<p>Mr. Karlinsey gave an overview of Soundshake 2008, an exercise intended to provide jurisdictions the opportunity to test their earthquake preparedness. Pierce County's inability to participate this year, however, led to a city table-top exercise where 25 participating staff members were educated on the workings of our Emergency Coordination Center (ECC) and assigned roles within the ECC. Staff members assisted in identifying action items and resources needed to improve the ECC's effectiveness and level of preparedness, and will participate in further training in the future.</p> <p>Mr. Karlinsey also explained the levels of and criteria for activation, and how that activation would likely occur in an emergency situation.</p>	<p>None.</p>
<p>Meeting adjourned at 5:20 p.m.</p>		

Next Meeting: June 16, 2008 at 4:00 p.m.

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

**Whereas**, through our continuing attention to building safety, we enjoy the comfort and peace of mind of structures that are safe and sound; and,

**Whereas**, building safety and fire prevention officials, architects, engineers, builders and others in the construction industry - work year-round to ensure the safe construction of buildings; and,

**Whereas**, the dedicated members of the International Code Council, including building safety and fire prevention officials, architects, engineers, builders and others in the construction industry, work year round to develop and enforce codes to safeguard Americans in the buildings where we live, work, play and learn; and,

**Whereas**, the International Codes, the most widely adopted building safety and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building safety codes also include safeguards to protect the public from disasters; and,

**Whereas**, Building Safety Week, sponsored by the International Code Council, reminds the public about the critical role of our communities' largely unknown guardians of public safety – our local code officials who help prevent countless fires and accidents; and,

**Whereas**, this years theme "Building Safety: Where You Live, Work and Play," encourages all Americans to raise awareness of the importance of building safety; presents appropriate steps everyone can take to ensure that the places where we live, learn, work and play are safe; and that countless lives have been saved due to the implementation of safety codes by local and state agencies; and,

**Whereas**, this year, as we observe Building Safety Week, we ask everyone to consider projects to improve building safety at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property;

**Now therefore**, it is hereby proclaimed that May 5 through May 11, 2008, is

**Building Safety Week**

in the City of Gig Harbor. Accordingly, our citizens are encouraged to join communities across America to participate in activities to improve safety in Gig Harbor's built environment.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28<sup>th</sup> day of April, 2008.

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**Mayor Chuck Hunter, City of Gig Harbor**

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**Date**





**Subject: Resolution declaring two police vehicles as surplus**

**Proposed Council Action: Approve Resolution**

**Dept. Origin: Police Department**

**Prepared by: Chief Mike Davis** *MD*

**For Agenda of: April 28, 2008**

**Exhibits:**

Initial & Date

**Concurred by Mayor:**

*CLM 4/23/08*

**Approved by City Administrator:**

*ROK 4/22/08*

**Approved as to form by City Atty:**

*CAM 4/22/08*

**Approved by Finance Director:**

*CDR 4/22/08*

**Approved by Department Head:**

*MD 4/22/08*

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

We have two police vehicles that need to be declared surplus and sold:

- A 1997 Chevy Lumina staff car with over 71,000 miles sustained a damaged engine due to an oil pump failure
- A 2003 Ford Crown Victoria Patrol vehicle with over 118,267 miles

**FISCAL CONSIDERATION**

None

**RECOMMENDATION / MOTION**

**Move to: Approve the attached resolution**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF GIG HARBOR  
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE  
FOR SALE.**

**WHEREAS**, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

**WHEREAS**, the City may declare such equipment surplus and eligible for sale;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

	<b>EQUIPMENT</b>		<b>SERIAL / Asset ID number</b>	<b>Mileage</b>
1	1997 Chevy Lumina 4-dr		V9323189/#7001-85	71,259
2	2003 Ford Crown Victoria 4-dr		X170630/#7067-83	118,267
3				
4				

PASSED ON THIS \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

APPROVED:

\_\_\_\_\_  
MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK

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



Subject: Healthy Communities of Pierce County Resolution

Proposed Council Action: adopt and support the following resolution adopting the mission of the Healthy Communities of Pierce County and encouraging the support of its citizens, healthcare, education and business establishments to join in its efforts to promote a healthy Gig Harbor.

Dept. Origin: Administration- Marketing

Prepared by: Laureen Lund

For Agenda of: April 28th, 2008

Exhibits:

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLH 4/23/08, RKL 4/22/08, CAM 4/22/08, DR 4/22/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$-, \$-, 0.

INFORMATION / BACKGROUND

A committee of community members has been formed calling themselves Healthy Communities of Gig Harbor. Their purpose is to explore the successes and failures of our community's health. Their goal is to examine the current state of fitness and nutrition in our area, create a shared vision of a fit and well-nourished Gig Harbor/ Peninsula, create an action plan to implement that vision, and commit to further action to achieve the goal. The committee requests the support of the City in the form of a resolution. This resolution is to be done in conjunction with Healthy Harbor campaign already underway. The goal of this resolution is to show support from the City to encourage individuals, employers, health care, and educational groups to participate in the creation of a movement for a healthy Gig Harbor. The committee will also be presenting to Pierce County council.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

We recommend that the Council adopt the above resolution.

RECOMMENDATION / MOTION

Move to: Adopt the Healthy Community Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE MISSION OF THE HEALTHY COMMUNITIES OF PIERCE COUNTY AND ENCOURAGING THE SUPPORT OF ITS CITIZENS, HEALTHCARE, EDUCATION AND BUSINESS ESTABLISHMENTS TO JOIN IN ITS EFFORTS TO PROMOTE A HEALTHY GIG HARBOR**

---

**WHEREAS**, it has been statistically demonstrated that our citizens are experiencing an epidemic of decreasing health, nutrition, and physical activity resulting in increased obesity, and

**WHEREAS**, obesity is a complex problem of lack of activity, nutritional choices and life style patterns, and

**WHEREAS**, this increase in obesity is contributing to a substantial decrease in the overall health and fitness of our citizens, and, in particular, our youth, and

**WHEREAS**, if this trend continues, it will have serious consequences for our community, resulting in loss of productivity, taxing our healthcare resources, increasing healthcare costs, and threatening the well being of our future generations.

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

Section 1. Mission Adopted. The City will adopt and support the following statements:

- a. To encourage regular physical activity and good nutrition for the wellness of all residents.
- b. To support public health efforts to prevent and control obesity, chronic disease and other adverse health conditions.
- c. To promote environmental solutions as well as institutional and government policies and practices that support healthy eating and physical activity.
- d. To continue/expand public and private partnerships, including the Healthy Harbor Program, to inform and promote healthy choices.

Section 2. Action.

- a. Pursuant to the City adopting and supporting this Mission, the City Clerk is directed to promulgate it through whatever appropriate means necessary, including the use of local publications, posters, and the media with the goal improving the overall health of the Gig Harbor Community.
- b. The City of Gig Harbor supports efforts to encourage restaurants /grocery stores; the food nutritional supplement and pharmaceutical industry; healthcare providers; schools; parents; and community organizations to adopt and begin to implement policies and practices to reduce the consumption of excessive calories while increasing the nutritional value of food choices and promote increased physical activity in order to improve the livability of the City of Gig Harbor.
- c. The City of Gig Harbor is committed to continuing to put a high priority on the development of walkways, bikeways and parks that are conducive to physical activity for the benefit of its citizens.

RESOLVED this 28th day of April, 2008.

APPROVED:

---

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

---

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 04/23/08  
PASSED BY THE CITY COUNCIL: 04/28/08  
RESOLUTION NO.

## Healthy Communities of Pierce County Gig Harbor – Key Peninsula

<b>Name, last</b>	<b>Name, first</b>	<b>Role</b>	<b>Organization</b>
Allen	Barbara	President	Harbor Fitness Studio
Anton	Anthony	President & CEO	Washington Restaurant Association
Asher	Sue	Executive Director	Pierce County Medical Society
Bond	Ray	Pharmacist	Olympic Pharmacy
Bottiger	Kristen		
Bouck	Terry	Superintendent	Peninsula School District
Carlson	Rebecca		
Carr	Barb	5th grade teacher	Peninsula School District
Celletti	Darcy	Executive Director	YMCA of Gig Harbor
Coons	Betty J	Parish Nurse	St. John Episcopal Church
Craddock	Mark	Physician	Peninsula Family Medicine
Cruz-Uribe	Frederico		
Dixon	Monica	Consultant	Mary Bridge Health Center
Eccher	Barbara		
Felker	Betty	Director	Life Skills
Fernandez-Kiemele	Marissa	Family Physician	Pathways Family Health
Fury	Paige		MultiCare Center for Healthy Living
Gallacher	Scott		Key Peninsula Parks
Griffin	Nicole	Counselor	Discovery Elementary School
Guenther	Eric		Pen Met Parks
Haley	Mark	Facilitator	
Hammond	Sherry		
Henson	Heidi	Tobacco Cessation Coordinator	Multicare Health System
Herron	Tom	Physician	Pediatrics
Herron	Verna	Physician spouse	
Hogan	Joan	Dietician	Franciscan Health System
Hogan	Pat	Physician	Puget Sound Neurology
James	Jessica		
Jerabek	Andrea		Safe Streets
Joseph	Marcy		Gig Harbor Rental Boat
Joyce	Kathy		
Kern	Sandra		
Kielian	Dianna	Senior Vice President of Mission and Ethics	Peninsula Athletic Association
Kulpa	Pat	Physician	Franciscan Health System
Lamb	Joseph	Director of Clinical Affairs	Women's Premier Health Center Functional Medicine Research Center

Name, last	Name, first	Role	Organization
Lantz	Patricia	State Representative	26th District
Lund	Laureen	Marketing Director	City of Gig Harbor
Luria	Eric W	Physician	Harbor Family Health Associates
Mangone	Linda	Facilitator	Peninsula Gateway
McMillian	Hugh	Community Activist	Gateway Fitness
Miller	Caasi	Fitness Trainer	Gateway Fitness
Minton	Becky	Owner	Healthy Communities of Pierce County
Moore	Jane	Director	Tacoma Community College's Gig Harbor Campus
Morgan	Becky	Dean	The Mustard Seed Project
Morgan	Edie	Executive Director	Children's Home Society of Washington
Morris	Jud	Key Peninsula Family C. Program Manager & Key Peninsula Business Association President	Pierce Transit
Morris	Scott		
Murray	Joyce		
Murray	Larry	Peninsula Pediatric Therapy	United Way of Pierce County
Myers	Angela	Community Building and Investments	
Nyberg	Martin	Constituency: Families and Farmers	
Olson	Carolyn	Fitness Trainer	Gateway Fitness
Patterson	Sherri		Peninsula School District
Piscatella	Joseph C.	President	Institute for Fitness & Health
Porso	Rick	Senior Manager	Tacoma Pierce County Health Dept.
Ransford	Nancy	Food Services	Peninsula School District
Reed	H. Lester	VP Medical Affairs, Acute Care	MultiCare Health System
Roes	Bill	Physician	
Ruffo	Frank		
Schneider	Paul	Physician	Peninsula Internal Medicine
Schoenike	Sumner	Physician	Lakewood Pediatrics
Schultz	Dale	GHFM chairman	Gig Harbor Farmers Market
Sequist	Larry	State Representative	26th District
Seiwerath	Robin	Occupational Therapy student	University of Puget Sound
Simonsen	Lind		Pierce Transit
Smith	Ethan	Facilitator	
Smith	Gracia	Student	Kopachuck Middle School – 8 <sup>th</sup> Grade
Smith Imboden	Faith	Student	Kopachuck Middle School – 6 <sup>th</sup> Grade
Smith Nyberg	Renee	Facilitator	Powell Human Resources
Sutich	Dan	Teacher	Peninsula High School
Tanbera	George	Physician	Pediatrics Northwest
Tanner	Lori	Director	MultiCare Center for Healthy Living
Taylor	Sid	Food Services	Peninsula School District

<b>Name, last</b>	<b>Name, first</b>	<b>Role</b>	<b>Organization</b>
Torres	Irene		Key Peninsula News
Vanberg	Jean		
Vanberg	Richard	Instructor/coordinator	Tacoma Community College
von Knorring	Patricia	Medical Office Programs	
Wada	Sumiho	Retired Physician	
Wada	Yasuko		
White	Donna	Morgan Creek Farm	Gig Harbor Farmers Market
White	Steve	Morgan Creek Farm	Gig Harbor Farmers Market





Subject: Tourism Website Maintenance

Proposed Council Action: Authorize the Mayor on behalf of the Council to approve the expenditure outlined below for redevelopment and maintenance of the tourism website.

Dept. Origin: Administration- Marketing

Prepared by: Lauren Lund

For Agenda of: April 28th, 2008

Exhibits: SiteCrafting work order and contract Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten signatures and dates: CLM, RAK 4/17/08, CAM 4/22/08, P. 4/16/08, SS

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$ 4,500, \$4,500, 0.

INFORMATION / BACKGROUND

In 2005 the Lodging Tax Advisory approved the redesign of the tourism website hiring Super Web Group Inc. during the 2006 budget cycle. The website templates were created and proprietary content management software was purchased and has been operating to date. We have been satisfied with the design and functionality of the website. Early in 2007 Super Web Group, Inc. dismantled leaving us no ability for upgrades or major functionality changes to the site. Following this news we met with SiteCrafting. SiteCrafting has been hired to design and create the new municipal site. Our meeting coincided with the municipal meetings. SiteCrafting is willing and able to take on the additional design of the tourism site. They are willing to provide us a redesign or the site. This project can be completed with the dollars budgeted in the 2008 Budget for general website upgrades and maintenance. No additional money will be needed and no appropriation or budget amendment will need to be completed. Because the tourism site project will run along side the municipal site creation the proprietary content management system software will be included in the project.

FISCAL CONSIDERATION

All dollars required to complete this project were budged in the 2008 Budget, Hotel Motel Fund 007, Marketing and Promotion.

BOARD OR COMMITTEE RECOMMENDATION

I recommend that the Council authorize and accept the contracts.

RECOMMENDATION / MOTION

Move to:

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
Sitecrafting Website Design and Application Development**

THIS FIRST AMENDMENT is made to the AGREEMENT, dated 29<sup>th</sup> of February 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Sitecrafting, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 2725 Pacific Avenue, Suite 100, Tacoma, WA 98402 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in a **website update** 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 February 12, 2008, (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 Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Work**, 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 A dated April 28<sup>th</sup>, 2008** to the Amendment in the amount of four thousand- five hundred dollars exactly (**\$4500.00**). 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. **Amendment to Duration of Work.** Section IV of the Agreement is amended to require the tasks described in **Exhibit A** to begin immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by **May 30<sup>th</sup>, 2008**; provided however, that additional time shall be granted by the City for excusable days or extra work.

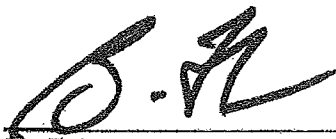
APR 22 2008 2:00PM CITY OF GIG HARBOR

NO. 4000 P. 3  
**Consent Agenda - 6**

**Section 4. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28th day of April, 2008.

THE CITY OF GIG HARBOR

By:   
\_\_\_\_\_  
Its Principal

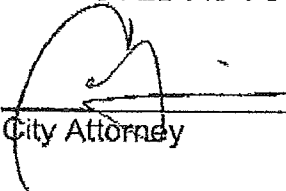
By: \_\_\_\_\_  
Mayor

Notices to be sent to:

Sitecrafting  
Attn: Brian Forth, President  
2725 Pacific Avenue, Suite 100  
Tacoma, WA 98402  
(253) 272-2248

City of Gig Harbor  
Attn: Lauren Lund  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 853-3554

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

## Exhibit A

### SCOPE OF SERVICES

#### Sitecrafting Tourism website design

Sitecrafting Inc. (The Consultant) will create the new GigHarborguide.com website for the City of Gig Harbor (Client) to include the following features:

1. homepage image slideshow
2. local business directory- to include predefined categories with representative icons (for use in listing and on map features below), included fields being business name, brief description, category, location, website address and image.
3. custom area business/services map via drag and drop interface and links from map points/icons to directory listing details
4. galleries- create image slideshows grouped together by category
5. features shared with municipal website
  - events calendar
  - page templates/design (rich text editing), inline page image insertion, email form creation tools (e.g. contact form, visitor guide request etc), link insertion to other pages, documents and email addresses
  - file resource library (document upload, image upload and auto-resize)
  - hosting
  - onsite training

**EXHIBIT B**

**CHARGES FOR SERVICES**

**In Exchange for the Services above**

Sitecrafting, Inc. will be paid by the City of Gig Harbor \$4500.00 for the services described in Exhibit A Scope of Services, not to exceed \$4,500.00.

This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded. Sitecrafting will submit an invoice for the dollar amount noted above upon completion of the work described in Exhibit A.

# Work Order: CGH\_20080415

Client Name: Gig Harbor, City of \_\_\_\_\_  
 Main Contact: Karen Scott \_\_\_\_\_  
 Contact Email: ScottK@cityofgigharbor.net \_\_\_\_\_

This work order includes creation of a new GigHarborGuide.com website. Attached is an outline of included features. Example screens, details, and actual programming will be done in parallel with timeline for creation of the new City of Gig Harbor municipal website.

## Estimated Billing

Description	Cost
	\$4500.00
<b>Total</b>	<b>\$4500.00</b>

In approving this Work Order, I agree to pay all charges described for the work completed.

SiteCrafting will notify me of the assigned completion date upon my approval of this work order form. SiteCrafting will make every effort to complete all requested work on or before the assigned completion date, and will notify me in advance if the time is to exceed the expected timeline.

Customer Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Customer Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

CGH\_20080415

## Included Features

- Homepage image slideshow
- Local business directory
  - Predefined categories with representative icons (for use in listings and on map feature below)
  - Included fields: Business name, brief description, category, location, website address, and image
- Custom area business/services map (divided into six regions)
  - Org and points on map managed via drag-and-drop interface
  - Links from map points/icons to directory listing details
- Galleries
  - Create image slideshows grouped together by category
- Features shared with municipal website
  - Events calendar
  - Page templates/design
    - Rich-text content editing
    - Inline page image insertion
    - Email form creation tools (e.g. contact form, visitor guide request, etc)
    - Link insertion to other pages, documents, and email addresses
- File resource library
  - Document upload
  - Image upload and auto-resize





**Subject:** Purchase Authorization for Deck Materials for Eddon Boat Brick House.

**Dept. Origin:** Public Works - Operations

**Prepared by:** Marco Malich  
Interim Director of Operations

**Proposed Council Action:** Authorize purchase of building materials for replacement of the deck at the Brick House at Eddon Boat Park from Gray Lumber Company for their Price quotation of Fourteen Thousand Five Hundred Fifty-Eight Dollars and Twenty-One Cents (\$14,558.21), including tax.

**For Agenda of:** April 28, 2008

**Exhibits:** Price Quotation

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

Initial & Date

CLH 4/23/08

RJK 4/23

DF 4/23/08

MM

Expenditure	Amount	Appropriation
Required \$14,558.21	Budgeted \$25,000	Required \$0

**INFORMATION / BACKGROUND**

An identified Park Objective in the 2008 Budget is for the replacement of the deck at the Brick House at Eddon Boat Park. Three price quotations were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The following quotes were received:

- Gray Lumber Company \$14,558.21 (including sales tax)
- Lumbermens \$14,934.19 (including sales tax)
- Arrow Lumber & Hardware \$15,581.71 (including sales tax)

**FISCAL CONSIDERATION**

The material cost is within the \$25,000 that was anticipated in the adopted 2008 budget and as identified under Parks Development Fund, Objective No. 10. The deck replacement will be provided by City Maintenance Staff.

**BOARD OR COMMITTEE RECOMMENDATION**

**RECOMMENDATION / MOTION**

**Move to:** Authorize purchase of building materials for replacement of the deck at the Brick House at Eddon Boat Park from Gray Lumber Company for their price quotation of Fourteen Thousand Five Hundred Fifty-Eight Dollars and Twenty-One Cents (\$14,558.21), including tax.



# PRICE QUOTATION



Corporate Office/Customer Sales Center  
 P. O. Box 7126 • Tacoma, WA 98417  
 Phone 253.752.7000 • 800.452.4729 • FAX 253.759.7560  
 graylumber.com

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SOLD TO  
 CITY OF GIG HARBOR  
 3510 GRANDVIEW ST

SHIP TO  
 EDDON BOAT DECK

GIG HARBOR, WA 98335

ACCT#	QUOTE #		TERMS		DATE ENTERED	SLSMN	EXPIRATION DATE
G0965	03407		NET 10TH		03/24/08	SH	03/31/08
ORDERED	BACK ORDERED	SHIPPED	U/M	DESCRIPTION	PRICE	AMOUNT	
80			LF	4X6 R/L AWPA C-2 .40 TREATED 46RLP22 LN# 5 1/80	830.000/MBF	132.80	
270			LF	2X4 R/L AWPA C-2 .40 TREATED 24RLP22 LN# 10	624.000/MBF	112.32	
20			LF	2X12 R/L AWPA C-2 .40 TREATED 212RLP22 LN# 15	748.000/MBF	29.92	
4			EA	1/2" 4X8 .60 CCA TRTD CDX PLY 12CDXLP22 LN# 20	769.000/MSF	98.43	
164			LF	4X10 R/L AWPA C-2 .40 TREATED 410RLP22 LN# 25 3/18, 1/16, 5/14, 3/8	960.000/MBF	524.80	
998			LF	2X8 R/L AWPA C-2 .40 TREATED 28RLP22 LN# 30 6/8 11/10 14/12 37/16 4/20	626.000/MBF	833.00	
18			LF	6X12 R/L AWPA C-2 .60 TREATED 612RLP22 LN# 40 1/18	1150.000/MBF	124.20	
162			LF	3X6 R/L AWPA C-2 .40 TREATED 36RLP22 LN# 45 4/8, 1/10, 5/12, 3/14, 1/18	1080.000/MBF	262.44	
152			LF	4X6 R/L AWPA C-2 .40 TREATED 46RLP22 LN# 50 4/8, 1/10, 5/12, 3/14, 1/8	846.000/MBF	257.18	
160			LF	6X6 R/L AWPA C-2 .40 TREATED 66RLP22 LN# 55 1/160	1030.000/MBF	494.40	
14			LF	3X8 R/L AWPA C-2 .40 TREATED 38RLP22 LN# 60 1/14	1080.000/MBF	30.24	
125			EA	5/4X6 20' TREX ACCENT MADEIRA WOODGRAIN DECKING	3955.000/MBF	6179.69	
						MERCHANDISE	
***** * QUOTE * *****			SHIP VIA			OTHER	
PLAN TAKEOFFS NOT GUARANTEED FOR ACCURACY SUBJECT TO CONDITIONS LISTED BELOW AND ON BACK.						TAX	
						FREIGHT	
						TOTAL	
ACCEPTED BY: _____, 20____				ACCEPTED BY: _____, 20____			

PLEASE EXAMINE THIS ESTIMATE CAREFULLY AS WE AGREE TO FURNISH ONLY THE ARTICLES NAMED AND DESCRIBED HEREON. ALL AGREEMENTS CONTINGENT UPON STRIKES, TARIFFS, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL. GRAY LUMBER COMPANY HOLDS NO LIABILITIES AS TO THE ACCURACY OF LISTINGS HERON. PLAN TAKE-OFFS ARE NOT GUARANTEEED AS TO THEIR ACCURACY ALSO. IT IS YOUR RESPONSIBILITY TO CHECK ALL ITEMS AND COMPUTATIONS AS AN ERROR MAY OCCUR IN EXTENSIONS. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO MARKET CONDITIONS. PRICE QUOTE GOOD FOR SEVEN DAYS. PRICES QUOTED ARE NET INVOICE. ANY EXCEPTIONS TO SHIPPING TIME ARE SUBJECT TO REQUOTATION; WE CANNOT HOLD OR RETAIN ORDERS.

# PRICE QUOTATION

Consent Agenda - 7



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SOLD TO  
 CITY OF GIG HARBOR  
 3510 GRANDVIEW ST

SHIP TO  
 EDDON BOAT DECK

GIG HARBOR, WA 98335

ACCT#	QUOTE #		TERMS		DATE ENTERED	SLSMN	EXPIRATION DATE
G0965	03407		NET 10TH		03/24/08	SH	03/31/08
ORDERED	BACK ORDERED	SHIPPED	U/M	DESCRIPTION	PRICE	AMOUNT	
80			EA	620AM LN# 65 FRAMING ANCHOR Z MAX	0.300	24.00	
30			EA	A35Z LN# 70 **4X6 ECONOMY WET ANCHORS**	7.250	217.50	
30			EA	PB46 LN# 75 ZMAX 4X4 POST CAP	2.790	83.70	
4			EA	AC4Z LN# 80 **3-1/2"X14-5/8 ANCHOR DOWN**	14.860	59.44	
8			EA	HD8A LN# 85 1 1/4"X18" STRAP TIE	0.670	5.36	
64			EA	LSTA18 LN# 90 5/8"X8" GALV CARRIAGE BOLT	2.350	150.40	
96			EA	588CBG LN# 95 1/2X7 CARRIAGE BOLT GALV	1.280	122.88	
400			EA	127CG LN# 100 1"X36" GALV STEEL PIPE	9.000	3600.00	
8			EA	41718 LN# 105 5/8"X8" GALV PARABOLT	3.000	24.00	
4			EA	588PBG LN# 110 5/8"X10' GALV PARABOLT	3.500	14.00	
				5810PBG LN# 115			
MAR 24, 2008					MERCHANDISE	13380.70	
***** * QUOTE * *****					SHIP VIA	OTHER	0.00
WEIGHT 12079.1 CUBES 519.93 PLAN TAKE-OFFS NOT GUARANTEED FOR ACCURACY SUBJECT TO CONDITIONS LISTED BELOW AND ON BACK.					PAGE 2	TAX 8.800%	1177.51*
ACCEPTED BY: _____, 20					ACCEPTED BY: _____, 20	FREIGHT	0.00
					TOTAL	14558.21	

PLEASE EXAMINE THIS ESTIMATE CAREFULLY AS WE AGREE TO FURNISH ONLY THE ARTICLES NAMED AND DESCRIBED HEREON. ALL AGREEMENTS CONTINGENT UPON STRIKES, TARIFFS, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL. GRAY LUMBER COMPANY HOLDS NO LIABILITIES AS TO THE ACCURACY OF LISTINGS HERON. PLAN TAKE-OFFS ARE NOT GUARANTEED AS TO THEIR ACCURACY ALSO. IT IS YOUR RESPONSIBILITY TO CHECK ALL ITEMS AND COMPUTATIONS AS AN ERROR MAY OCCUR IN EXTENSIONS. PRICES ARE SUBJECT TO CHANGE WITH OUT NOTICE DUE TO MARKET CONDITIONS. PRICE QUOTE GOOD FOR SEVEN DAYS. PRICES QUOTED ARE NET INVOICE. ANY EXCEPTIONS TO SHIPPING TIME ARE SUBJECT TO REQUOTATION; WE CANNOT HOLD OR RETAIN ORDERS.



**Subject:** Onshore Sewer Outfall Project,  
Change Order No.1

**Proposed Council Action:** Approve Change Order No. 1, in an amount not to exceed one hundred seventy-two thousand nine hundred forty-one dollars and thirty-six cents (\$172,941.36).

**Dept. Origin:** Engineering Division

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

**For Agenda of:** April 28, 2008

**Exhibits:** Endorsed Change Order #1

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

Initial & Date

CLH 4/22/08

RBK 4/23

CAM 4/27/08

APR 4/22/08

AKA

Expenditure	Amount	Appropriation	
Required	\$172,941.36	Budgeted	\$1,750,000
		Required	\$0

**INFORMATION / BACKGROUND**

On March 10, 2008 Council awarded the construction project to Pivetta Brothers Construction in the amount of \$889,335.28. The Change Order provides for the payment of extra work, material and equipment associated for the rerouting of new 24-inch sewer outfall line along with the 8-inch force main piping. The existence of many interfering underground utilities were at a location different than that originally depicted upon the approved plan drawings from which the contractor estimated his bid from. Consequently, the City staff revised the proposed location and depths for the new 24-inch and 8-inch force main pipelines in order to avoid these conflicts. The revised locations and depths for the new pipes were substantially different from that originally provided at the time of project bid. Specifically, this Change Order provides payment for the following items:

- 1) The change order directs the contractor to connect the new 24-inch outfall pipe to the existing 20-inch outfall pipe according to the details on page 1 of the attached plan sheets. The contractor shall connect the new 8-inch force main pipe to the existing force main pipe according to the details shown on page 1 of the plan sheets attached to the change order. This lump sum in the amount of \$21,872.00 will be full compensation for all labor, equipment and material to provide the additional connection and no additional compensation will be made. An additional two working days shall be added to the contract working time for a revised total contract working time of 92 days. The connection was not originally provided in the original plans and was added after award of contract in order to avoid re-excavating into North Harborview Drive in the future for the final connection to the future marine portion of the sewer outfall pipe. This connection will consist of valving and appurtenances that will permit the temporary and permanent rerouting of the effluent as required to coincide with the various phase of the outfall pipe construction projects.

- 2) In order to maintain the constant function of the City sewer pressure line, the placement of the new 8-inch temporary by-pass force main was required to allow the removal of the old and undersized force main piping. It was placed below the top elevation of the existing road and adjacent to the existing curb. It was covered with 'cold-patch' asphalt. This lump sum in the amount of \$28,424.00 will be full compensation for all labor, equipment, material and labor to provide and remove the temporary force main and connections to the existing sewer and no additional compensation will be made. An additional three working days shall be added to the contract working time for a revised total contract working time of 95 days.
- 3) The contract plans and available profile sheets did not accurately identify the quantity and elevations of the underground utilities. The City Engineer authorized the contractor to perform more 'pot-holing' than originally anticipated as described in the contract. This time and material cost the amount of \$31,961.00 and will be full compensation for all labor, equipment, material and labor for the additional pot-holing and no additional compensation shall be made. An additional seven working days will be added to the contract working time for a revised total contract working time of 102 days.
- 4) The change order directs the contractor to place the 24-inch outfall pipe and the 8-inch force main pipe according to the alignment and profile information on pages 1 and 2 of the plan sheets attached to the change order. This lump sum in the amount of \$69,610.00 will be full compensation for all labor, equipment and material to install the piping per the revised plan and profile grades from the intersection of Harborview Drive and North Harbor Drive to Pump Station 2A and no additional compensation will be made. An additional six working days will be added to the contract working time for a revised total contract working time of 108 days.
- 5) The contract plans and the utility locates did not identify a sanitary sewer pipe that connects to a manhole at station 96+00. The contractor inadvertently broke the pipe while excavating in the vicinity. This change order includes compensation for costs to repair the broken pipe. This time and material cost in the amount of \$7,673.00 will be full compensation for all labor, equipment and material to repair the broken connection and no additional compensation will be made. An additional 1 working day will be added to the contract working time for a revised total contract working time of 109 days.

Each element of this change order increases the requirement for traffic control. Each traffic control item in the contract with a unit of measurement will be paid under that item. "Temporary Traffic Control Devices" is paid on a lump sum basis. This change order includes compensation for traffic control devices. The contractor shall place excavated material that is suitable for trench backfill in the trench after placing the pipes per the contract. The contractor shall compact the trench backfill as directed by the contract. Any fill material beyond the pipe zone will be paid under the existing contract item #24 "Force Account". The City will compensate the contractor for invoiced material costs plus a material mark-up as described in the Supplementary Conditions paragraph SC-12.01M (23%). The contractor will provide the City copies of invoices from the supplier to allow calculation of payment.

In summary, this change order provides an additional compensation of \$172,941.36, including retail sales tax and it adds an additional 19 working days to the contract time for a revised contract amount of \$1,062,276.64 including retail sales tax and 109 working days.

Compensation for the changes described in this change order includes mark-ups as described in the Project Manual and applicable sales tax.

**FISCAL CONSIDERATION**

The 2008 Sewer Capital Fund allocated \$1,750,000 for this project. This Change Order will add \$172,941.36 to the overall bid amount of \$889,335.28 for a revised total contract amount of \$1,062,276.64, including retail sales tax.


**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Approve and execute Change Order No. 1 for the Onshore Outfall Project (CSSP-0802) in an amount not to exceed one hundred seven-two thousand nine hundred forty-one dollars and thirty-six cents (\$172,941.36).

CITY OF GIG HARBOR  
PUBLIC WORKS DEPARTMENT

Sheet <u>1</u> of <u>2</u> Date <u>04/16/2008</u>	<h2 style="margin: 0;">CHANGE ORDER</h2>	Change Order Number <u>1</u>
<input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SUPPLEMENTARY CONDITIONS SECTION 12.01M. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input checked="" type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.		CONTRACT NO.: <u>CSSP - 0802</u> Onshore Outfall and Force Main Replacement Project
ENDORSED BY <u>PIVETTA BROS. CONSTRUCTION, INC.</u> <small>COMPANY NAME</small>  <small>SIGNATURE</small> <u>4/21/08</u> <small>DATE</small> TITLE: <u>VP</u>		TO: Pivetta Brothers Construction, Inc. P. O. Box 370 Sumner, WA 98390
Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT</small> <small>DATE</small>		

DESCRIPTION OF WORK

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

This change order provides for the following additional work components which were not anticipated at the time of bid. They consist of the following items:

- 1) The contractor shall connect the new 24" outfall pipe to the existing 20" outfall pipe according to the details on page 1 of the attached plan sheets. The contractor shall connect the new 8" force main pipe to the existing force main pipe at station 96+60 according to the details shown on page 1 of the plan sheets attached to this change order. This lump sum in the amount of \$21,872.00 shall be full compensation for all labor equipment material and labor to provide the additional connection and no additional compensation shall be made. An additional two working days shall be added to the contract working time for a revised total contract working time of 92 days.
  
- 2) To facilitate placement of the new 8" force main the contractor placed a temporary by-pass force main. It was placed below the top elevation of the existing road and adjacent to the existing curb. It was covered with 'cold-patch' asphalt. This lump sum in the amount of \$28,424.00 shall be full compensation for all labor equipment material and labor to provide and remove the temporary force main and connections to the existing sewer and no additional compensation shall be made. An additional three working days shall be added to the contract working time for a revised total contract working time of 95 days.
  
- 3) The contract plans and available profile sheets did not accurately identify the quantity and elevations of the underground utilities. The City Engineer authorized the contractor to perform more 'pot-holing' than original anticipated as described in the contract. This time and material cost the amount of \$31,961.00 shall be full compensation for all labor equipment material and labor for the additional pot holing and no additional compensation shall be made. An additional seven working days shall be added to the contract working time for a revised total contract working time of 102 days.

4) The contractor shall place the 24" outfall pipe and the 8" force main pipe according to the alignment and profile information on pages 1 and 2 of the plan sheets attached to this change order. This lump sum in the amount of \$69,610.00 shall be full compensation for all labor, equipment and material to install the piping per the revised plan and profile grades between Stations 86+73 and 96+42 and no additional compensation shall be made. An additional six working days shall be added to the contract working time for a revised total contract working time of 108 days.

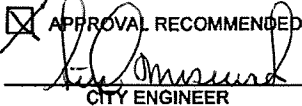
5) The contract plans and the utility locates did not identify a sanitary sewer pipe that connects to a manhole at station 96+00. The contractor inadvertently broke the pipe while excavating in the vicinity. This change order includes compensation for costs to repair the broken pipe. This time and material cost in the amount of \$7,673.00 shall be full compensation for all labor, equipment and material to repair the broken connection and no additional compensation shall be made. An additional 1 working day shall be added to the contract working time for a revised total contract working time of 109 days.

Each element of this change order increases the requirement for traffic control. Each traffic control item in the contract with a unit of measurement will be paid under that item. "Temporary Traffic Control Devices" is paid on a lump sum basis. This change order includes compensation for traffic control devices. The contractor shall place excavated material that is suitable for trench backfill in the trench after placing the pipes per the contract. The contractor shall compact the trench backfill as directed by the contract. Any fill material beyond the pipe zone will be paid under the existing contract item #24 "Force Account". The City will compensate the contractor for invoiced material costs plus a material mark-up as described in the Supplementary Conditions paragraph SC-12.01M (23%). The contractor shall provide the City copies of invoices from the supplier to allow calculation of payment.

In summary, this change order provides an additional compensation of \$159,540.00 plus \$13,401.36 for sales tax, and it adds 19 working days to the contract time for a revised contract amount of \$1,062,276.64 including retail sales tax and 109 working days.

Compensation for the changes described in this change order includes mark-ups as described in the Project Manual and applicable sales tax.

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

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ 889,335.28	\$ 889,335.28	\$ 172,941.36	\$ 1,062,276.64
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED:  CITY ENGINEER		<input type="checkbox"/> APPROVAL RECOMMENDED: _____ CITY ADMINISTRATOR	
<input type="checkbox"/> APPROVED: _____ DATE: 4/22/08		<input type="checkbox"/> APPROVED: _____ DATE: _____	
<input type="checkbox"/> APPROVED: _____ MAYOR		<input type="checkbox"/> APPROVED: _____ DATE: _____	

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





**Subject:** 2008 Street Rehabilitation & Resurfacing Improvements project, materials testing services contract

**Proposed Council Action:** Authorize the award and execution of a consultant services contract for the 2008 Street Rehabilitation & Resurfacing Improvement project with Construction Testing Laboratories, Inc., for construction material testing services in an amount not to exceed four thousand nine hundred dollars and zero cents (\$ 4,900.00 )

**Dept. Origin:** Public Works

**Prepared by:** Marcos R. McGraw  
Project Engineer *mmc*

**For Agenda of:** April 28, 2008

**Exhibits:** Contract, Scope, and Fee schedule

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH 4/23/08</i>
<b>Approved by City Administrator:</b>	<i>ROK 4/23/08</i>
<b>Approved as to form by City Atty:</b>	<i>CDM</i>
<b>Approved by Finance Director:</b>	<i>DR 4/23/08</i>
<b>Approved by Department Head:</b>	<i>4/23/08</i>

Expenditure Required	\$4,900.00	Amount Budgeted	\$293,000	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

The City's 2008 Street Rehabilitation & Resurfacing Improvement project (CSP-0805) provides for the overlay of existing roadways with asphalt concrete pavement (ACP) and repair of ACP in various locations within the limits of the City of Gig Harbor. This project includes grinding existing ACP, pavement repair, adjusting drainage structures and water valves, street cleaning, and pavement markings. The proposed consultant services contract is for the materials testing of the aggregates and asphalt placement associated with this project.

**FISCAL CONSIDERATION**

The 2008 Street Operating Fund allocated \$293,000 for this project under Objective No. 1.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of a consultant services contract for the 2008 Street Rehabilitation & Resurfacing Improvement project with Construction Testing Laboratories, Inc., for construction material testing services in an amount not to exceed four thousand nine hundred dollars and zero cents (\$4,900.00 ).



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CONSTRUCTION TESTING LABORATORIES, INC.**

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THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Construction Testing Laboratories, Inc., a corporation organized under the laws of the State of Washington located and doing business at 1201 East D Street, Suite 101, Tacoma, WA 98421 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in 2008 Street Rehabilitation and Resurfacing Improvement Project (CSP-0805) and desires that the Consultant perform material testing 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 April 15, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Estimated Hours and Fees**, 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 four thousand nine hundred dollars and no cents (\$4,900.00) 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 – Scope of Work and Estimated Hours and Fees**. 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 September 30, 2008; 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 Work 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 or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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 or Director of Operations 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:  
Construction Testing Laboratories, Inc.  
Attn: Dennis Smith  
1201 East D St, Suite 101  
Tacoma, WA 98421  
(253) 383-8778  
FAX (253) 383-2231

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

### **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.

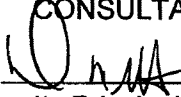
### **XVIII. Modification**

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 \_\_\_\_\_, 2008.

CONSULTANT  
By:  \_\_\_\_\_  
Its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT:  
Construction Testing Laboratories, Inc.  
ATTN: Dennis Smith  
1201 East D St, Suite 101  
Tacoma, WA 98421  
(253) 383-8778  
FAX (253) 383-2231

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that Dennis Smith 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 manager of Construction Testing Lab to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-23-2008

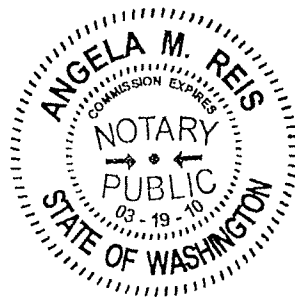
Angela M. Reis

Angela M. Reis  
(print or type name)

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

Bonney Lake WA

My Commission expires: 3-19-2010





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: \_\_\_\_\_



# CONSTRUCTION TESTING LABORATORIES, INC.



1202 East "D" Street, Suite 101, Tacoma, WA 98421  
 Telephone (253) 383-8778  
 Facsimile (253) 383-2231

April 15, 2008

City of Gig Harbor  
 Public Works Department  
 3510 Grandview Street  
 Gig Harbor, WA 98335

ATTN: **Marcos McGraw**  
 REF: **2008 STREET REHABILITATION AND RESURFACING IMPROVEMENT PROJECT (CSP-0805)**  
**Special Inspection & Testing Services**

Dear Mr. McGraw,

We are pleased to submit our proposal to provide special inspection and testing services for the above project.

**CERTIFICATIONS:**

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

**SOILS:**

• Soil Technician (Inspector).....	\$	50.00/hr
• In-Place Density Tests.....	\$	No Charge
• Maximum Density-Optimum Moisture Determination Analysis.....	\$	150.00/ea
• Sieve Analysis (Coarse & Fine Washed / C-117, C-136).....	\$	125.00/ea
• Sand Equivalent (D-2419).....	\$	75.00/ea

**ASPHALTIC CONCRETE:**

• Asphalt Technician (Inspector).....	\$	50.00/hr
• In-Place Density Tests.....	\$	No Charge
• Extraction & gradation % Bitumen (T-308) C-136, C-117.....	\$	175.00/ea
• Rice Maximum Theoretical Density (D-2041).....	\$	100.00/ea

**MILEAGE:**

• Mileage.....	\$	No Charge
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CLIENT: CITY OF GIG HARBOR  
 PROJECT: 2008 Street Rehab & Resurfacing Imp. Project # CSP-0808  
 PROPOSAL: 01/2007 Fee Schedule  
 DATE PROCESSED: 4-14-08



# CONSTRUCTION TESTING LABORATORIES, INC.



1202 East "D" Street, Suite 101, Tacoma, WA 98421  
 Telephone (253) 383-8778  
 Facsimile (253) 383-2231

April 14, 2008

REF: 2008 STREET REHABILITATION AND RESURFACING IMPROVEMENT PROJECT (CSP-0805)  
 Inspection & Testing Services

**BASIS OF CHARGES:**

Three-hour minimum for special inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Four hour minimum for weekends and holidays. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. Double time for Sundays and Holidays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.), Monday thru Friday will be charged 1.5 times the normal rate. Hourly rates and mileage are portal to portal. Terms are thirty (30) days from date of invoice. A minimum of (24) twenty-four hours notice is required to schedule technician(s).

Our estimated cost as follows:

<b>SOILS</b>		
Approximately 18 hours Soil Compaction Testing .....	\$	900.00
Two maximum density-optimum moisture tests .....	\$	300.00
<b>TOTAL COST FOR SOILS:</b>	<b>\$</b>	<b>1,200.00</b>
<b>ASPHALT</b>		
Approximately 30 hours Asphalt Compaction Testing .....	\$	1,500.00
Eight extraction-gradations tests.....	\$	1,400.00
Eight rice maximum theoretical tests.....	\$	800.00
<b>TOTAL COST FOR AC:</b>	<b>\$</b>	<b>3,700.00</b>
<b>ESTIMATED TOTAL COST:</b>	<b>\$</b>	<b>4,900.00</b>

Our total estimated cost to provide special inspection and testing is \$4,900.00. The actual cost will vary, as our cost are directly dependent upon the contractors schedule and performance.

**REPORTS:**

All overhead, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

Our highly trained staff would be delighted to assist you in the successful completion of this project.

If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,

Dennis M. Smith

General Manager

e-mail: denniss@ctlwa.com

cell # 253-732-7575



**Subject:** 2008 Overlay Projects Contract

**Proposed Council Action:** Authorize the award and execution of a Public Works Contract for the 2008 Street Rehabilitation and Resurfacing Improvement Project with Woodworth & Company, Incorporated, in an amount not to exceed two hundred seventy-nine thousand three hundred twenty-four dollars and eighty-two cents (\$ 279,324.82 )

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, P.E.  
Senior Engineer

**For Agenda of:** April 28, 2008

**Exhibits:** Contract, Project Location Map

<b>Concurred by Mayor:</b>	Initial & Date <u>CLH 4/24/08</u>
<b>Approved by City Administrator:</b>	<u>POK 4/24/08</u>
<b>Approved as to form by City Atty:</b>	_____
<b>Approved by Finance Director:</b>	<u>GP 4/24/08</u>
<b>Approved by Department Head:</b>	_____

Expenditure Required	\$279,324.82	Amount Budgeted	\$293,000.00	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

The City's 2008 Street Rehabilitation and Resurfacing Improvement Project (CSP-0805) provides for the overlay of existing roadways with asphalt concrete pavement and repair of asphalt concrete pavement at 14 various locations located within the limits of the City of Gig Harbor as shown on the attached project location map. This project includes planning of the existing asphalt pavement, pavement repair, raising or grinding around of structures, street cleaning, application of tack coat, placement of pavement markings, and other work, all in accordance with the Contract Plans.

The City prepared the Contract Plans and issued the invitation to bid for this Project on April 9, 2008. A total of three contractors submitted sealed bids on April 23, 2008. The Contract Plans requested costs for each of the 14 locations on 14 separate bid schedules, respectively. Due to budgetary limitations, Public Works is recommending the award of schedules 2, 3, 4, 5, 6, 11, 12, 13, and 14 only.

The bid results are shown below based on the proposed combined award of these schedules. The Public Works Department has found Woodworth & Company, Incorporated, to be the lowest responsive, responsible bidder in the amount of \$ 279,324.82.

Low Bidder	Woodworth & Company, Inc.	\$279,324.82
2 <sup>nd</sup> Low Bidder	Looker & Associates, Inc.	\$289,453.90
3 <sup>rd</sup> Low Bidder	Tucci & Sons, Inc.	\$328,530.15

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 Woodworth & Company, Inc. has satisfied all the above criteria.

**FISCAL CONSIDERATION**

The 2008 Street Operating Fund that has allocated \$293,000 for this project under Objective No. 1.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of a Public Works Contract for the 2008 Street Rehabilitation and Resurfacing Improvement Project Woodworth & Company, Incorporated, in an amount not to exceed two hundred seventy-nine thousand three hundred twenty-four dollars and eighty-two cents (\$ 279,324.82 )

**2008 STREET REHABILITATION AND RESURFACING IMPROVEMENT PROJECT  
CSP- 0805****CONTRACT**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Woodworth and Company, Inc., located and doing business at, 1200 East D Street, Tacoma, Washington 98421, 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:

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the overlay of existing roadways with asphalt concrete pavement and repair of asphalt concrete pavement in various locations located within the limits of the City of Gig Harbor including the planning of the existing asphalt pavement, pavement repair, raising or grinding around of structures, street cleaning, application of tack coat, placement of pavement markings, and other work, all in accordance with the attached Contract Plans, Special Provisions, and the Standard Specifications and shall perform any changes in the work, all in full compliance with the contract documents entitled "2008 Street Rehabilitation and Resurfacing Improvement Project, CSP-0805," 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 Two Hundred Seventy-Nine Thousand Three Hundred Twenty-Four Dollars and Eighty-Two Cents (\$279,324.82), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given within 21 days after the contract has been executed BY BOTH PARTIES. The Contractor shall commence construction activities on the project site within ten working days of the Notice to Proceed date, unless otherwise DIRECTED BY THE OWNER in writing. Contract time shall begin on the first working day following the Notice to Proceed Date. Work at all locations shall be substantially completed within 35 working days and physically completed within 45 working days unless otherwise specifically identified in these Special Provisions. Work at Location 4 (Fuller Street) and Location 5 (Franklin Avenue) shall not commence prior to completion of the City's 2008 Watermain Replacement Project (Project No. CWP-0809) unless otherwise approved in writing from the Owner. The anticipated completion date for the City's 2008 Watermain Replacement Project is July 31, 2008, BUT MAY BE AS LATE AS AUGUST 31, 2008. Work at Locations 4 and 5, once commenced, shall be substantially completed within 5 working days and shall be physically completed within 10 working days.
2. The Contractor agrees to pay the City the sum of \$837.97 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. 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.

4. 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," "Special Provisions," "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 "2008 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions.
5. 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.
6. 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.
7. 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

\_\_\_\_\_  
 Print Name: \_\_\_\_\_

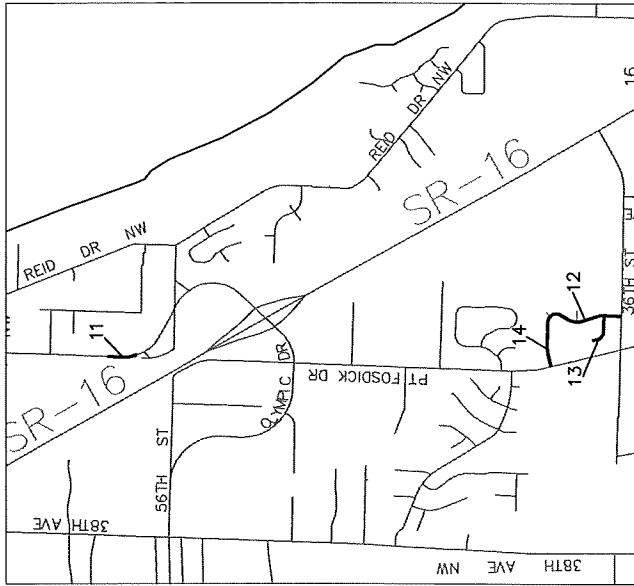
Print Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 City Clerk

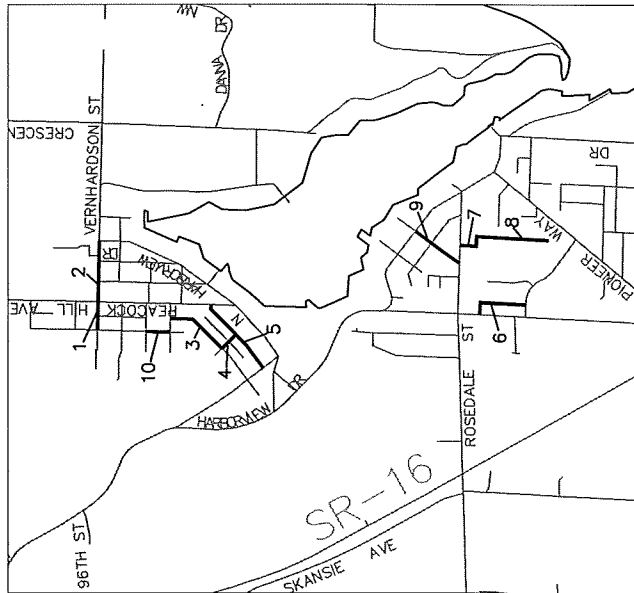
APPROVED FOR FORM:

\_\_\_\_\_  
 City Attorney



**WESTSIDE AREA**

- 11. SOUNDVIEW DR-OLYMPIC DR TO KELSEY LN
- 12. 26TH AVE-39TH ST TO 36TH ST
- 13. 37TH ST-26TH AVE TO END OF ROAD
- 14. 39TH ST-26TH AVE TO PT FOSDICK DR



**DOWNTOWN AREA**

- 1. VERNHARDSON ST-PEACOCK HILL AVE TO WOODBORTH AVE — NOT AWARDED
- 2. VERNHARDSON ST-N. HARBORVIEW DR TO PEACOCK HILL AVE
- 3. PRENTICE AVE-FULLER ST TO FENNIMORE ST
- 4. FULLER ST-PRENTICE AVE TO FRANKLIN AVE \*
- 5. FRANKLIN AVE-BURNHAM DR TO PEACOCK HILL AVE \*
- 6. INSEL AVE/WILKINSON ST-EDWARDS DR TO STINSON AVE
- 7. FLEE AVE-SPRING ST-ROSEDALE ST TO CHINGOK AVE — NOT AWARDED
- 8. CHINGOK AVE-SPRING ST TO END OF ROAD — NOT AWARDED
- 9. DOROTHY ST-HARBORVIEW DR TO ROSEDALE ST — NOT AWARDED
- 10. WOODBORTH AVE-FENNIMORE ST TO BENSON ST — NOT AWARDED

\* WORK AT THESE LOCATIONS HAS A RESTRICTED TIME FOR COMPLETION. SEE SECTION 1-08.5 OF THE SPECIAL PROVISIONS.

JOB NO.	CSP-0805	IMPROVEMENT PROJECT	2008 STREET REHABILITATION AND RESURFACING	DRAWING NO.	G-03	JOB NO.	CSP-0805
	SHEET				3		OF
ENGINEERING DIVISION				LOCATION MAPS			
3510 Grandview Street Gig Harbor, WA 98135 (253) 851-6170							
DESIGNED BY:	JDL						
DRAWN BY:	JDL						
CHECKED BY:	STM						
APPROVED BY:	STM						
SCALE:	AS SHOWN						
OTHER:	---						





Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance Authorizing City Participation in the Local Option Capital Asset Lending Program (LOCAL)

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: April 23, 2008

Exhibits: Ordinance and related attachments

Proposed Council Action:

Adopt the ordinance authorizing execution of a financing contract and related documentation

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLH 4/17/08, ROK 4/17/08, CWEEED 4/15/08, DR 4/17/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final \$0 value.

INFORMATION / BACKGROUND

The LOCAL program is an expanded version of the successful state agency lease/purchase program and is managed by the State Treasurer. The major benefits of LOCAL are (1) simplicity and (2) low cost financing.

The latest notes issued under this program were March 14, 2008 with an interest rate of 4.27%.

FISCAL CONSIDERATION

The vehicles are nearly ready for use. The cost for the fully equipped vehicles is about \$42,500 per unit. The total amount borrowed will be \$170,000.

The 2008 budget allows for a debt service payment of \$17,000 for the police vehicles. Due to the timing of the financing arrangement (funding is expected in mid-June), the estimated payment that will be due in December is \$17,000.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Pass ordinance authorizing a financing contract with the State Treasurer and related documentation.

ORDINANCE NO. \_\_\_\_\_

**AUTHORIZATION FOR THE ACQUISITION OF PERSONAL PROPERTY AND EXECUTION OF A FINANCING CONTRACT AND RELATED DOCUMENTATION RELATING TO THE ACQUISITION OF SAID PERSONAL PROPERTY.**

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WHEREAS, the City of GIG HARBOR (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1 (the "NOI"), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified on Annex 1 attached hereto ("Property"); and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into a Local Agency Financing Contract with the Office of the State Treasurer, in the form attached hereto as Annex 2 (the "Local Agency Financing Contract"), in an amount not to exceed \$170,000, in order to acquire the property and finance the acquisition of the property and related financing costs;

WHEREAS, the Local Agency will undertake to acquire or to reimburse itself for the acquisition of the property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individual set forth in Annex 3 as the representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (the "Authorized Agency Representative");

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN; as follows:

**Section 1.** The individual holding the office or position set forth in Annex 3 is hereby appointed as representative of the Local Agency in connection with the acquisition of or reimbursement for the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. One Authorized Agency Representative shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

**Section 2.** The form of the Local Agency Financing Contract attached hereto as Annex 2 is hereby approved and the Authorized Agency Representative is hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in

an amount not to exceed \$170,000 and in substantially the form attached hereto with such changes as may be approved by the Authorized Representative for the acquisition of or the reimbursement for the acquisition of the Property and financing of the acquisition of the property and related financing costs.

**Section 3.** The Local Agency hereby authorizes the acquisition of or the reimbursement for the acquisition of the property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

**Section 4.** The Authorized Representative is hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

**Section 5.** This ordinance shall take effect and be in full force five (5) days after 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 \_\_\_\_\_, 2008.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

FILED WITH THE CITY CLERK: 04/09/08  
PASSED BY THE CITY COUNCIL: 04/28/08  
PUBLISHED: 05/07/08  
EFFECTIVE DATE: 05/12/08  
ORDINANCE NO:

CERTIFICATE OF AUTHORIZING ORDINANCE

I, the undersigned, Clerk of the City of Gig Harbor (the "Local Agency"), DO HEREBY CERTIFY:

1. That the attached Ordinance No. \_\_\_\_\_ (herein called the "Ordinance") is a true and correct copy of a Ordinance of the Local Agency passed at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, and duly recorded in my office;

2. That said meeting was duly convened and held in all respects in accordance with law; and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the City Council was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance;

3. That all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed;

4. That the Ordinance remains in full force and effect and has not been amended, repealed or superseded; and

5. That I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
City Clerk

**Notice of Intent**

State of Washington LOCAL(Local Option Capital Asset Lending)

**Local Government Information**

County: Pierce

Legal Name: City of Gig Harbor

MCAG No.: 0587

Contact Person: David Rodenbach

Title: Finance Director

Address: 3510 Grandview Street, Gig Harbor, WA

Zip: 98335

Phone: 253.853.7610

Fax: 253.851.8563

E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one):  Already have financing documents

MS Word 6.0 by e-mail

3.5" disk – Word 97 by U.S. mail

Hard copy by U.S. mail

**Property (Real Estate or Equipment)**

Property description (include quantity, if applicable): Purchase four (4) police vehicles

Total cost: \$170,000 Maximum amount to finance: \$170,000

Finance term: five (5) years Useful life: six (6) years Desired financing date: March 2008

Purpose of property (Please be specific and include dept. of use): Provide police services

If real estate, the Real Estate Worksheet:  Is attached  Will be provided by (date) \_ \_

If equipment, will the property purchase price be paid with:  program proceeds or  general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

**Security Pledge**

Voted general obligation of local government.  Non-voted general obligation of local government

**Other Information**

Approximate population: 6,780 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

Yes  No Does the local government use registered warrants, interfund loans or other cash flow borrowing?

Yes  No Is the local government a party to significant litigation?

Yes  No Is this a reimbursement? If yes, date funds spent \_ \_


We are not required to submit the Credit Form because \_ \_

Has local government received a bond rating in the last two years?  Yes  No Bond rating(s): \_ \_  
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach

Title: Finance Director

Signature: 

Date: December 5, 2007

**LOCAL AGENCY FINANCING CONTRACT, SERIES 2008  
(Equipment)**

This Local Agency Financing Contract, Series 20008C (the "Agency Financing Contract") is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and the City of Gig Harbor, a City of the State (the "Local Agency").

**RECITALS**

WHEREAS, certain State agencies (as defined in Appendix I hereto, "State Agencies") are authorized to acquire real and personal property used or needed by such State Agencies through Agency Financing Contracts entered into pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington (the "RCW"), as supplemented and amended (the "Act"); and

WHEREAS, Chapter 291, Laws of Washington, 1998 supplemented and amended the Act to authorize the State to enter into Agency Financing Contracts on behalf of certain local agencies (as described therein, "Local Agencies"), including the Local Agency, to finance the acquisition of real and personal property by such Local Agencies; and

WHEREAS, the State Treasurer has established a consolidated program providing for the execution and delivery of certificates of participation in such Agency Financing Contracts, or in Master Financing Contracts with respect thereto, in series from time to time in order to provide financing or refinancing for the costs of acquisition of real and personal property by State Agencies and Local Agencies; and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Contract, Series 20008C, dated as of June 13, 2008 (the "Master Financing Contract") with the Washington Finance Officers Association, a nonprofit corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Corporation"), to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

WHEREAS, the State Treasurer and the Local Agency have determined that it is necessary and desirable to enter into this Agency Financing Contract to provide financing or refinancing for the costs of acquisition of certain items of personal property, described in Exhibit B hereto (the "Property"), by the Local Agency; and

WHEREAS, the State Finance Committee has authorized the execution and delivery of this Agency Financing Contract pursuant to Resolution No. 987 adopted on October 7, 2003; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agency Financing Contract do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute, deliver and perform their respective obligations under this Agency Financing Contract;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

Section 1.1 Defined Terms. Capitalized terms used but not otherwise defined in this Agency Financing Contract shall have the respective meanings given such terms in Appendix I hereto.

Section 1.2 Notice of Intent; Personal Property Certificate; Certificate Designating Authorized Local Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A attached hereto and incorporated herein by this reference. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered herewith, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B attached hereto and incorporated herein by this reference. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C attached hereto and incorporated herein by this reference. Said Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on said Certificate is sufficient to bind the Local Agency under this Agency Financing Contract with respect to any of the undertakings contemplated herein. The terms and provisions set forth in Appendix II hereto are incorporated herein and made a part hereof by this reference.

Section 1.3 Installment Sale and Purchase of Property. The State hereby agrees to sell, assign and convey, and does hereby sell, assign and convey to the Local Agency, and the Local Agency hereby agrees to purchase, acquire and assume, and does hereby purchase, acquire and assume, from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits thereof and therefrom, subject to the security interest created pursuant to Section 2.5 of Appendix II hereof, and the Local Agency agrees to pay in consideration thereof the Purchase Price therefor and interest thereon and the Additional Costs in accordance with Section 1.4 hereof, and all other amounts required to be paid by the Local Agency hereunder, all in accordance with the provisions of this Agency Financing Contract.

Section 1.4 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Agency Financing Contract, the Local Agency hereby promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D hereto, consisting of a Principal Component and/or an Interest Component as set forth in such Exhibit; and (b) All Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 2008C Agreements, within thirty (30) days following receipt of an invoice from the State with respect thereto which includes (i) a brief description of each such Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.5 Term. The term of this Local Agency Financing Contract shall commence on the June 13, 2008 and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 of Appendix II hereof.

STATE OF WASHINGTON  
OFFICE OF THE STATE TREASURER

CITY OF GIG HARBOR  
as Local Agency

By \_\_\_\_\_  
Designated Treasurer Representative

By \_\_\_\_\_  
Authorized Agency Representative

By \_\_\_\_\_  
Authorized Agency Representative

**Notice of Intent**

**State of Washington LOCAL(Local Option Capital Asset Lending)**

**Local Government Information**

County: Pierce

Legal Name: City of Gig Harbor

MCAG No.: 0587

Contact Person: David Rodenbach

Title: Finance Director

Address: 3510 Grandview Street, Gig Harbor, WA

Zip: 98335

Phone: 253.853.7610

Fax: 253.851.8563

E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one):  Already have financing documents

MS Word 6.0 by e-mail

3.5" disk - Word 97 by U.S. mail

Hard copy by U.S. mail

**Property (Real Estate or Equipment)**

Property description (include quantity, if applicable): Purchase four (4) police vehicles

Total cost: \$170,000 Maximum amount to finance: \$170,000

Finance term: five (5) years Useful life: six (6) years Desired financing date: March 2008

Purpose of property (Please be specific and include dept. of use): Provide police services

If real estate, the Real Estate Worksheet:  Is attached

Will be provided by (date) \_ \_

If equipment, will the property purchase price be paid with:  program proceeds or  general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

**Security Pledge**

Voted general obligation of local government.  Non-voted general obligation of local government

**Other Information**

Approximate population: 6,780 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

Yes  No Does the local government use registered warrants, interfund loans or other cash flow borrowing?

Yes  No Is the local government a party to significant litigation?

Yes  No Is this a reimbursement? If yes, date funds spent \_ \_

We are not required to submit the Credit Form because \_ \_

Has local government received a bond rating in the last two years?  Yes  No Bond rating(s): \_ \_  
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach

Title: Finance Director

Signature: 

Date: December 5, 2007

**Personal Property Certificate**

Name of Local Agency:	<b>City of Gig Harbor</b>
Address:	<b>3510 Grandview Street</b>
	<b>Gig Harbor, WA 98335-51</b>

All capitalized terms not defined herein shall have the meanings assigned to such terms in the Local Agency Financing Contract that this Exhibit B is attached to. The undersigned **David Rodenbach** does hereby certify, that he is an Authorized Agency Representative of the **City of Gig Harbor** (the "Local Agency") pursuant to the terms of the Local Agency Financing Contract.

The undersigned, confirms that the Property described below will be placed in use at the location listed below. The undersigned confirms that the Property described below has been delivered to and received by the Local Agency. All installation or other work necessary prior to the use thereof has been completed. The Property has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the Local Agency and complies with all terms of the Master Financing Contract and the Local Agency Financing Contract.

Notwithstanding the foregoing, the undersigned does not waive or limit, by execution of this certificate, any claim against the vendor or any other seller, installer, contractor or other provider of property or services related to the purchase, shipment, delivery, installation or maintenance of the Property.

The Local Agency further confirms that the Property will be used to fulfill an essential governmental function which the Local Agency has the authority to provide in the State.

PROPERTY INFORMATION

Description: \_\_\_\_\_ Name of Vendor: \_\_\_\_\_  
 \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_

Serial No.: \_\_\_\_\_

Tag No.: \_\_\_\_\_

Location of Property: Gig Harbor Police Department  
 Acquired: \_\_\_\_\_

INSTRUCTIONS TO STATE TREASURER FOR PAYMENT:

Disburse to:  Vendor  City  County Treasurer  Other  
 Entity Name: City of Gig Harbor  
 Disbursement Amount: \$ 170,000  
 Method of Payment:  ACH  Wire  Check  
 ACH/Wire Instructions: \_\_\_\_\_

Attached hereto are:

1. A vendor's invoice for the Property approved by the Local Agency.
2. A Certificate of Insurance, demonstrating liability insurance coverage and stating that insurance will be renewed annually automatically, unless said office notifies the State Treasurer of any discontinuation of coverage.

In connection with the Local Agency's acquisition of the Property as agent of the Washington Finance Officers Association, you are hereby requested to make a disbursement as indicated above.

\_\_\_\_\_  
 Authorized Agency Representative  
 Date: \_\_\_\_\_

Countersigned and  
 Approved for Payment: \_\_\_\_\_  
 Designated State Treasurer Representative  
 Date: \_\_\_\_\_



**CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE**

I, Charles L. Hunter, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. \_\_\_\_\_, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

\_\_\_\_\_ David Rodenbach, Finance Director  
(signature)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE**

I, Charles L. Hunter, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. \_\_\_\_\_, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

\_\_\_\_\_ David Rodenbach, Finance Director  
(signature)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Subject:** Public Hearing on 2008  
Comprehensive Plan Amendment Docket

**Proposed Council Action:** Review and consider the proposed 2008 Comprehensive Plan amendments and separate the applications as to which applications will be forwarded to the Planning Commission to be processed from those applications that will not be processed at this time

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester *JK*  
Senior Planner

**For Agenda of:** April 28, 2008

**Exhibits:** Application materials for comprehensive plan amendments, Resolution 726

Initial & Date

**Concurred by Mayor:**

*<LH 4/29/08*

**Approved by City Administrator:**

*POK 4/23/08*

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:**

*ID 4/20/08*

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

The Planning Department has docketed the proposed Comprehensive Plan amendments submitted for the 2008 review cycle. The submittal deadline for the 2008 review cycle was February 29, 2008. As required by Chapter 19.09, the Planning Department has reviewed each application and has determined that each application is complete. The City Council should now hold a public hearing and make a final decision on which amendments will proceed through the annual amendment process. The Council should separate the applications as to which applications will be forwarded to the Planning Commission to be processed from those applications that will not be processed at this time. The Council's findings and conclusions on any applications that will not be processed during this annual amendment cycle will be incorporated into a resolution to be presented in a subsequent council meeting.

The 2008 Comprehensive Plan amendment cycle has nine (9) applications on the docket. Six (6) are requested by the City and three (3) are from private-party applicants. Below is a brief description of each application on the docket. The basic application materials for each amendment are attached.

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

The proposed Comprehensive Plan amendment, requested by Harbor Reach Estates LLC, would amend text and maps related to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan.

**2. Application COMP 08-0001: 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 4.27 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation.

**3. Application COMP 08-0002: Parks, Recreation and Open Space Element Update**

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would update, revise and add to the list and descriptions for current and planned parks, recreation and open space projects. The amendment will allow the City to update its park impact fees.

**4. Application COMP 08-0003: 3720 Harborview Drive Land Use Map Amendment**

The proposed Comprehensive Plan amendment, requested by Michael Averill of Lighthouse Square LLC, would change the land use designation for one parcel of property (approximately ¼ acre) located at 3720 Harborview Drive, currently occupied by Lighthouse Marine and Speedy Auto Glass, from a Residential Low (RL) designation to a Residential Medium (RM) designation.

**5. Application COMP 08-0004: Area-Wide Land Use Map Amendment**

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor Planning Commission, would correct inconsistencies between the Land Use Map and the Zoning Map. The three amendments include:

1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1;
2. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 16.5 acres between Soundview Drive and Harborview Drive near the old ferry landing zoned R-2; and,
3. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 250 acres between Burnham Drive and State Route 16 in the Urban Growth Area with pre-annexation zoning of R-2.

**6. Application COMP 08-0005: Gig Harbor Wastewater Comprehensive Plan Amendments to Sewer Basins C1, C5 and C8**

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend sewer basin boundaries to reflect actual conditions for Sewer Basins C1, C5 and C8 contained in the Gig Harbor Wastewater Comprehensive Plan.

**7. Application COMP 08-0006: Utilities Element Update**

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would add a goal to the Utilities Element to allow for the potential creation and utilization of reclaimed (Class A) water at the City's Wastewater Treatment Plant.

**8. Application COMP 08-0007: Capital Facilities Plan Update**

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Capital Facilities Plan to update the stormwater, wastewater, water system, parks, recreations and open space, and transportation improvement projects included in the six-year and twenty-year improvement project lists. The City currently has a

consultant under contract to assist with the development of the City's Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models. The models will then be used to test and finalize the six-year and long range transportation improvement project list included in the Capital Facilities Plan. This work is currently in progress and is scheduled to be completed in draft form by May 23<sup>rd</sup> with a final report due June 16<sup>th</sup>. This will allow staff the time to incorporate changes into the proposed amendments sent to the Planning Commission.

**9. Application COMP 08-0008: Transportation Element Update**

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Transportation Element, correcting inconsistencies and incorporating new information resulting from work in progress to identify key transportation capacity improvement projects using updated growth and traffic modeling information. As discussed above, the staff will update this amendment, as appropriate, based on the information garnered from the Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models which are currently being developed.

**POLICY ANALYSIS**

**A. Selection Criteria.** Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

1. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and
2. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments. (GHMC 19.09.130)

**B. Staff Recommendations.**

Staff believes that all nine (9) amendments should be forwarded onto the Planning Commission for processing in the 2008 cycle. The City sponsored amendments will bring further consistency between our development regulations and the Comprehensive Plan. In addition, several of the proposed revisions are necessary for the city to continue to provide infrastructure for current citizens and future growth. Below is a brief analysis of the private party sponsored amendments:

1. In the case of COMP-07-0005 (for the **Gig Harbor Wastewater Comprehensive Plan Amendment to Sewer Basin C14**), the initial application was submitted on July 18, 2007, but was not complete by 2007 Comprehensive Plan Amendment Docket Hearing. Therefore, the Council rejected the proposal in Resolution 726. The resolution indicated that if the application became complete, the amendment could be reviewed in a later cycle. Additional materials were submitted by the applicant, and the application was deemed complete on October 2, 2007. It should be noted that the City had intended to propose a comprehensive update to the Wastewater Comprehensive Plan for the 2008 review cycle which would have included the review of the amendments proposed in this application (COMP 07-0005). While the City has

contracted with HDR to update the Wastewater Comprehensive Plan, the work has not yet begun. The City anticipates the update to be ready for review during the 2009 comprehensive plan review cycle. Engineering staff believes that the comprehensive wastewater plan update and analysis that will be conducted by HDR is not required to process and review this application and the similar application proposed by the City (COMP 08-0005: Gig Harbor Wastewater Comprehensive Plan Amendments to Sewer Basins C1, C5 and C8). For the C14 sewer basin comprehensive plan, the applicant's engineers will be asked to provide the necessary analysis. For the C1, C5 and C8 changes, no specific engineering analysis is needed as those changes reflect actual conditions. Therefore, in order to limit application delays, the City is recommending this amendment (COMP 07-0005) be reviewed during the 2008 cycle.

2. In the case of COMP 08-0001 (for the **3700 Grandview Street Comprehensive Land Use Map Amendment**), a very similar application by the same applicant was rejected for the 2007 Comprehensive Plan review cycle (Application COMP 07-0006, Resolution 726). The application was rejected due to the lack of capacity at the Wastewater Treatment Plant (WWTP) and the lack of consistency with the City's Comprehensive Plan and Capital Facilities Plan. At the time of the 2007 cycle review, the City had just been informed that the WWTP had no remaining capacity to allocate to new development. The capacity evaluation done for the proposed application (COMP 07-0006) indicated that additional capacity in the WWTP was needed to develop the property as proposed by the application. The Comprehensive Plan at the time indicated that capacity was available at the sewer treatment plant. The Growth Management Act requires that for approval, a comprehensive plan amendment must be consistent with the comprehensive plan existing at the time. Therefore, the comprehensive plan had to be updated before the application (COMP 07-0006) could be processed.

The City now has updated the Comprehensive Plan: The 2007 update to the Capital Facilities Plan, adopted on December 10, 2007, acknowledged the current lack of capacity in the WWTP and included the required WWTP and outfall upgrades in the Six Year Capital Improvement Program to gain additional capacity. Work has now begun on the upland portion of the sewer outfall upgrade/expansion and the upgrade to the sewer treatment plant is in the permitting process. Construction on the plant upgrades is expected to begin in the winter of 2008.

In addition, the applicant has changed the application from the original by proposing to limit the scope of their comprehensive plan amendment through a development agreement. The enclosed development agreement specifically acknowledges the current lack of sewer capacity (Section 13.C) and acknowledges that if the Comprehensive Plan amendment is approved, any subsequent site-specific project applications would be subject to the "Alternative project permit processing without concurrency" process (GHMC 19.02.035). While the City staff has yet to review this development agreement for form or consistency with law, the agreement is attached to demonstrate the change from the original application. The staff recommends this amendment be forwarded onto the Planning Commission for processing in the 2008 cycle.

3. In the case of COMP 08-0003 (for the **3720 Harborview Drive Land Use Map Amendment**), the applicant has requested an up-designation from Residential Low (RL) to Residential Medium (RM) land use designation. As indicated in the application materials, the applicant plans to request a site-specific rezone of this quarter-acre property from R-1 to RB-1 if the land use designation change is approved. As the parcel is less than two acres in size, the applicant is limited to the RB-1 zone if the RM designation is approved (GHMC 17.100.020(C)) and the applicant could not propose a PUD or PRD on the property. It should be noted that the current use of the site as a glass business and a marine sales and repair business is not permitted in the R-1 zone. Those current uses are classified as marine sales and service, marine boat sales, sales level 1 and product services level 2 in our land use matrix (GHMC 17.14). Those use classifications, as performed on the site, are not permitted in the RB-1 either. Based on the application materials, the property owner intends to modify and improve the current business uses if the property is ultimately rezoned.

As with all land use designation change requests, the engineering staff will perform a capacity evaluation to see if the proposed land use change will increase the intensity of the permitted development. If an increase in intensity is found, the City has mechanisms in place to process the concurrency issues related to this application, as stated above in item B.2. The staff recommends this amendment be forwarded onto the Planning Commission for processing in the 2008 cycle where the use and concurrency issues can be thoroughly reviewed and addressed.

**ENVIRONMENTAL ANALYSIS**

SEPA review will occur after the Council decides which comprehensive plan amendment applications will be forwarded to the Planning Commission.

**FISCAL CONSIDERATION**

None.

**BOARD OR COMMITTEE RECOMMENDATION**

None solicited. The Planning Commission will make a recommendation on those comprehensive plan amendment applications which the Council accepts and forwards to the Planning Commission for further processing.

**RECOMMENDATION / MOTION**

**Motion:** Move that all of the 2008 Comprehensive Plan Amendment Applications be forwarded to the Planning Commission for further processing, according to code. Staff is directed to prepare a resolution reflecting this motion for the Council at the next Council meeting.

**Or:**

**Motion:** Move that the following 2008 Comprehensive Plan Amendment Applications be forwarded to the Planning Commission for further processing, according to the code: 1. \_\_\_\_;  
2. \_\_\_\_\_ . . . and

Move that the following 2008 Comprehensive Plan Amendment Applications be rejected for further processing, for the following reasons: 1. (identify amendment application) because \_\_\_\_\_ (identify reason for rejection); 2. (identify amendment application) because \_\_\_\_\_ (identify reason for rejection); . . . Staff is directed to prepare a resolution reflecting this motion to the Council at the next meeting.



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

**HALSAN FREY, L.L.C.**  
REAL ESTATE AND CONSULTING SERVICES

September 24, 2007

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

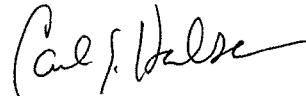
RE: Harbor Reach Comprehensive Plan Amendment Application  
*Harbor Reach Estates et al. v. City of Gig Harbor*, Pierce County  
Cause No. 07-2-11432-2.

To Whom It May Concern:

Please accept this additional application material in response to the City's letter dated August 15, 2007. As you will recall, on November 21, 2006 Pac West Engineering submitted an application for a Comprehensive Plan Amendment to correct the discrepancy between the physical realities in the C-14 sub-basin and the Utilities Element of the Comprehensive Plan. The submission was made at the request and direction of city engineer Stephen Misiurak in his letter dated October 13, 2006. On August 15, 2007 you notified us that the application was incomplete and requested we submit additional information based upon a subsequently enacted ordinance.

This letter serves as notice that this information is being submitted in an effort to pursue all avenues that may mitigate the damages that are the subject of the above-referenced lawsuit. The submission of this material in no way waives any rights or arguments pertaining to the above-referenced lawsuit.

Sincerely,



Carl E. Halsan  
Member

RECEIVED  
CITY OF GIG HARBOR  
SEP 24 2007  
COMMUNITY  
DEVELOPMENT

---

PO BOX 1447 \* GIG HARBOR, WA \* 98335  
OFFICE: (253) 858-8820 FAX: (253) 858-9816  
EMAIL: [carl@halsanfrey.com](mailto:carl@halsanfrey.com)

PI - COMO 01-000

New Business - 1



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**

## SEWER BASIN C-14 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 area near the site, but cannot serve the basin as described in the City's Plan. With approval of the amendment, the basin will be served.
- Goal #12 ensures public facilities and services are adequate to serve development without decreasing LOS. Public facilities are not adequate to serve the basin at this time, but will be when the amendment is approved. LOS will not be diminished.
- 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)

- The CWPP's are largely silent on sewer service other than on page 47 where it states that Cities shall be the primary provider of urban governmental services. The County agreed to this land being included in the City UGA based partially on the City asserting that sewer service will be provided by the City. Approval of the amendment will further the CWPP in this regard.

### Consistency with the City Comprehensive Plan

- The Sewer goal on page 68 of the Plan directs the City to operate and maintain an efficient waste water treatment facility which is capable of providing the needed sewer capacity for the City and its UGA.
- The policy under this goal directs the City to develop and implement the City Sewer Plan which provides capacity and timing of needed sewage infrastructure for a the 20 year planning period
- Approval of the amendment will further these goals and policies.
- On page 89 of the Plan, the City committed to serving development within the UGA at adopted LOS standards. At the time the plan was adopted the property was in the UGA. The property owners were assured at the time of annexation adequate public facilities and services would be available.

### Internal Consistency

The City's plans are not currently internally consistent. Much of the property in Sewer Basin C-14 cannot be developed unless this amendment is approved.

RECEIVED  
CITY OF BIG HARBOR  
SEP 2 2007  
COMMUNITY  
DEVELOPMENT

**Application COMP 08-0001:  
3700 Grandview Street  
Comprehensive Land Use Map  
Amendment**

# 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)

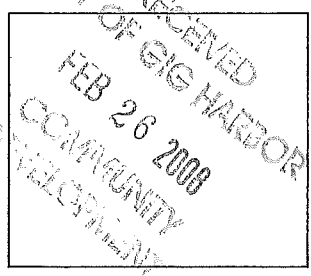
Owner/ Applicant: MPB. LLC / PIONEER & STINSON LLC  
Mailing Address: 363 7<sup>TH</sup> LANE  
City: FOX ISLAND State: WA Zip: 98333  
Phone: ( ) 405-8348 Fax: ( ) 549-2297

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: Z1N Range: 2E

FOR CITY USE ONLY

Application Received (stamp)



Received by: \_\_\_\_\_

Assigned to: \_\_\_\_\_

Minimum Application Fee 4 \_\_\_\_\_

SEPA Checklist & Fee\* 4 \_\_\_\_\_  
if required

Site Map 4 \_\_\_\_\_

Questionnaire 4 \_\_\_\_\_

Assessor's Map 4 \_\_\_\_\_

Ownership Certificate 4 \_\_\_\_\_

Pre-Submittal Review 4 \_\_\_\_\_

Date  / /

Staff \_\_\_\_\_

Application Complete\* 4 \_\_\_\_\_

Date  / /

Staff \_\_\_\_\_

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

No  Yes (specify) \_\_\_\_\_

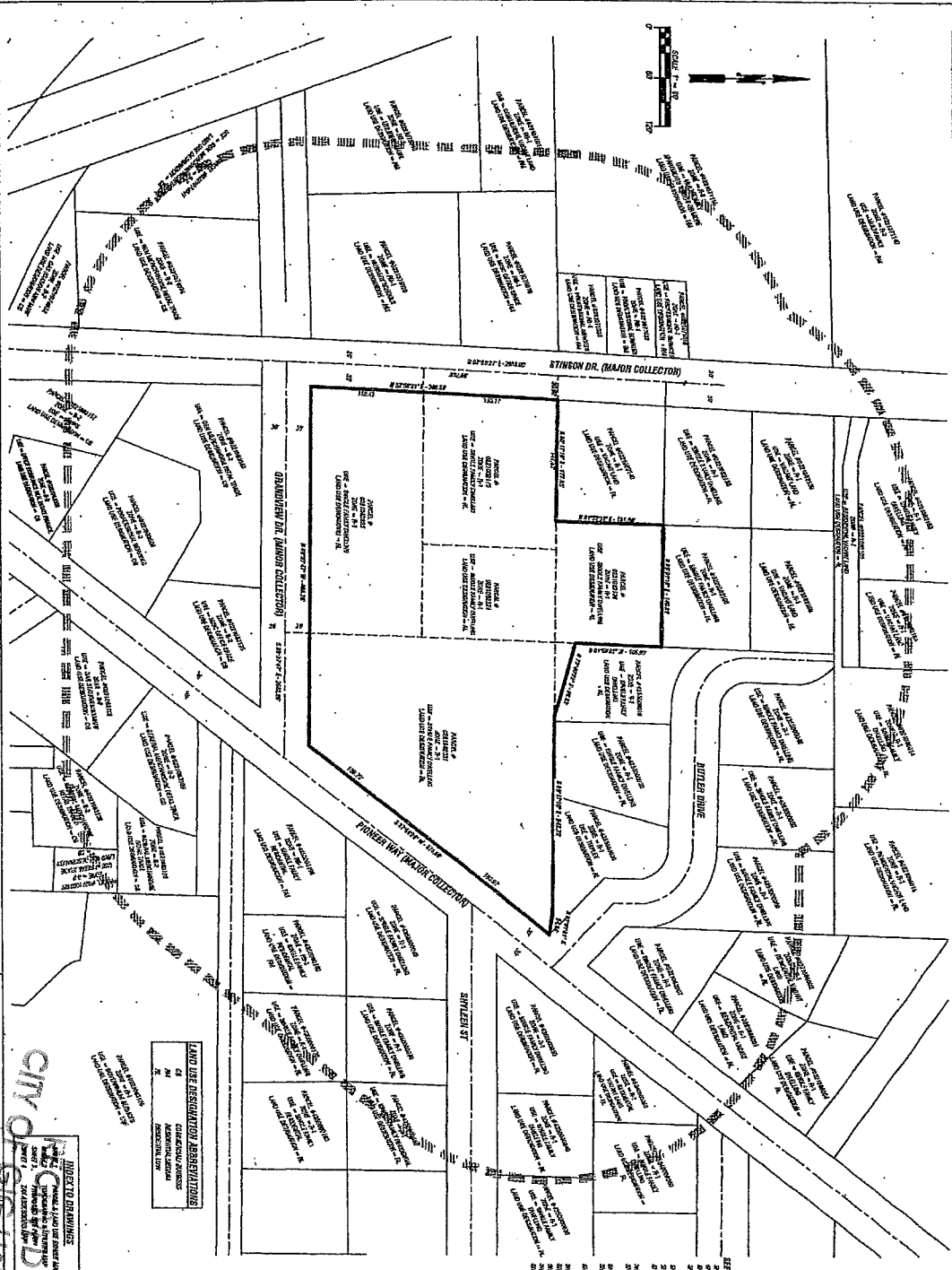
Current Comprehensive Plan Designation: RESIDENTIAL - LOW

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

NOTE:  
ALL RIGHTS RESERVED. ALL RIGHTS RESERVED.  
FOR INFORMATION ONLY. NOT TO BE USED FOR ANY OTHER PURPOSE.



DATE	REVISION	BY	PROJECT

**HAISAN FREY, LLC**  
12356 NORTUP WAY, STE. 119  
BELLEVUE, WA 98005  
Phone (206) 307-1092  
Fax (206) 307-9816

**GRANDVIEW PROJECT**  
PREPARED FOR:  
M88, LLC & PIONEER AND STINSON, LLC

**PARCEL AND LAND USE EXHIBIT MAP 2**

**CITY OF SEASIDE**

**PROJECT TO DEVELOPERS:**  
DESIGN: TARBOR  
DRAWN: A COE  
CHECKED: M. RUTENBERG  
APPROVED: M. RUTENBERG

SHEET	DATE
1 OF 4	07-24-2016

LAND USE DESIGNATION ABBREVIATIONS

Code	Description

# GRANDVIEW

IN A PORTION OF THE SW/4 OF THE NW/4 OF SECTION 2, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON

**SITE INFORMATION**

Field Name	Value

**REQUESTED LAND USE DESIGNATION:**

**NOTE:** THIS MAP IS PREPARED IN ACCORDANCE WITH THE CITY OF SEASIDE COMMUNITY DEVELOPMENT CODE AND THE CITY OF SEASIDE COMMUNITY DEVELOPMENT CODE. THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSE.

**SEE SHEET:**

**PROJECT TO DEVELOPERS:**

DESIGN: TARBOR  
DRAWN: A COE  
CHECKED: M. RUTENBERG  
APPROVED: M. RUTENBERG

**PROJECT:**





**PIONEER & STINSON COMPREHENSIVE PLAN AMENDMENT****Purpose of the Proposed 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 two (2) acres (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.

**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 area 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 re-development 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.

## CONSISTENCY WITH CRITERIA FOR APPROVAL

This discussion focuses on the consistency with GHMC 19.09.170D concerning adequate infrastructure to serve the proposed amendment. Section D allows a variety of means by which this criteria can be met.

D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or

4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.

The criterion that best fits this project is No. 2. The 2007 Comprehensive Plans identifies wastewater system expansion projects at page 12-28 including Phase I and Phase II Wastewater Treatment Plant Expansion Plans to be funded by a variety of sources including revenue bonds, connection fees, and sewer rates. An ordinance now under review by the City incorporates a 2007 GFC and rate study proposing an increase in general facility charges. Table 1-10 of the report attached to the ordinance shows how proposed GFC increases will provide the funds necessary to complete the Phase I and Phase II expansion. Thus, the required improvements are included within the improvements to be constructed under the Capital Facilities Plans along with a method of financing.

## **QUESTIONNAIRE**

FOR SITE-SPECIFIC COMPREHENSIVE PLAN LAND USE PLAN MAP AMENDMENT APPLICATION

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Please answer the following questions in text and/or graphic form on separate pages and attach them to the application. Answer all questions separately and reference the question number in your answer. An application will be considered incomplete until all the questions are answered. This questionnaire applies to map and site-specific amendment applications.

1. Please provide a detailed description and explanation of proposed amendment.
2. Has there been a change in circumstances pertaining to the Comprehensive Plan, public policy, or (if applicable), the subject property (beyond the control of the landowner)?
3. What do you anticipate will be the impacts caused by the change, including the geographic area affected and the issues presented?
4. How would the proposal comply with the community vision statements, goals, objectives, and policies of the Comprehensive Plan?
5. Is there public support for this proposal (i.e. have you conducted community meetings, etc.)? Note: All applications will be subject to full public participation, notice, and environmental review.
6. Identify the location of the subject property on a Pierce County assessor's map, which has been dated and signed by the Applicant.

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.





**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF GIG HARBOR, MP8 LLC AND PIONEER &  
STINSON LLC, FOR THE  
PIONEER & STINSON DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," MP8, and Pioneer & Stinson, (both LLC's) organized under the laws of the State of Washington, hereinafter referred to collectively as the "Developer."

**RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Gig Harbor and the Developer (hereinafter the "Development Agreement"), relates to the development known as Pioneer and Stinson, which is located at the top of Stinson and Pioneer with frontage on Grandview: (with a street address of 3700 Grandview Street) (hereinafter the "Property"); and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. \_\_, the City amended the City's Comprehensive Plan land use designation for the Property to \_\_\_\_\_;

b) After a public hearing, by Ordinance No. \_\_\_\_, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

Now, therefore, the parties hereto agree as follows:

### General Provisions

**Section 1. *The Project.*** The Project is the development and use of the Property, consisting of 4.27 acres in the City of Gig Harbor. The Comprehensive Plan Amendment describes the Project as changing the land use designation from Residential-Low to Residential-Medium to allow the uphill 2 acres to be rezoned from RB-1 to RB-2 and the lower 2.67 acres to be rezoned from R-1 to R-2. The upper 2 acres is planned to be developed with two mixed use buildings totaling 16,158 square feet containing office/retail uses, and the lower portion is planned to be developed with 8 duplex buildings (16 dwelling units).

**Section 2. *The Subject Property.*** The Project site is legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

**Section 3. *Definitions.*** As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Ordinance" means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) "Council" means the duly elected legislative body governing the City of Gig Harbor.

d) "Design Guidelines" means the Gig Harbor Design Manual, as adopted by the City.

e) "Director" means the City's Community Development Director or Director of Planning and Building.

f) "Effective Date" means the effective date of the Adopting Ordinance.

g) "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of

the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

h) "Landowner" is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 5 of this Agreement.

i) "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

**Section 4.** *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – legal description of the Subject Property.
- b) Exhibit B – proposed site plan

**Section 5.** *Parties to Development Agreement.* The parties to this Agreement are:

a) The "City" is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

b) The "Developer" or Owner is a private enterprise which owns the Subject Property in fee, and whose principal office is located at 3312 Rosedale Street, Suite 201, Gig Harbor, WA 98335.

c) The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

**Section 6.** *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 7.** *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force for a period of 5 years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

**Section 9. Permitted Uses and Development Standards.** The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

**Section 10. Modifications.** Modifications from the approved exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

**Section 11. Further Discretionary Actions.** Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

**Section 12. Existing Land Use Fees and Impact Fees.**

A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code.

**Section 13. Phasing of Development.** The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Project will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed according to the following schedule:

A. **Street Improvements.**

Any street improvements (as required by the approval of the Comprehensive Plan Amendment or subsequent approvals associated with the Property) to Pioneer, Stinson or Grandview will be completed prior to

occupancy of the first building within the Project or such other time as the City may determine following review of a site specific Traffic Impact Analysis.

**B. Potable Water and Fire Flow Facilities.**

Any improvements needed for potable water will be completed prior to occupancy of the first building within the Project. Any improvements needed for fire flow will be completed prior to the issuance of building permits for any building within the Project.

**C. Sewer Facilities.**

At the time of this amendment, the City is unable to issued concurrency certificates for any new projects. However, GHMC 19.09.170D allows for projects to move forward if one of five criteria are met. Criteria #2 allows for the project to move forward if the City's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the City's capital facilities plan. In this case, the needed infrastructure, facilities and services relate to expansion of the waste water treatment plant and on-shore outfall transmission lines. The on-shore project is currently under construction while the treatment plant expansion is permitted and construction is scheduled to be completed by the end of 2009. These facts allow this project to move forward. However, any Project applications filed prior to the treatment plant expansion will be subject to the provisions of GHMC 19.02.035.

**D. Utilities.**

Other than sanitary sewers, any utility improvements needed will be completed prior to occupancy of the first building within the Project

**E. Parks and Open Space.**

Not applicable

**Section 14. Dedication of Public Lands.** Except as otherwise provided herein, the Developer shall dedicate all public lands required in the permits/approvals within ninety (90) days of the Effective Date of this Agreement. Dedication shall be considered by the City in the following schedule:

A. Parks. With regard to parks within the Subject Property, each park site (or portion of the community park site, which is to be dedicated in phases) shall be dedicated to the City as the maps for the phases of the subdivisions are approved and recorded.

B. Rights-Of-Way. Within fifteen (15) days of submission of an application for final plat to the City for any phase of the development, the Developer agrees to dedicate any or all road rights-of-way without expense to the City.

**Section 15. Default.**

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Development Agreement and the Code.

**Section 16. Annual Review.** The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

**Section 17. Termination.** This Agreement shall expire and/or terminate as provided below:

A. This Agreement shall expire and be of no further force and effect if the Developer does not apply for development of the Property consistent with the Comprehensive Plan Amendment granted under Ordinance No. \_\_\_\_\_, within two years of the execution of this Agreement by both parties.

B. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

C. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such

termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

**Section 18. Effect upon Termination on Developer Obligations.** Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

**Section 19. Effects upon Termination on City.** Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

**Section 20. Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

**Section 21. Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

**Section 22. Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its

Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

**Section 23. Releases.** Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 24. Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 25. Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

**Section 26. Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

**Section 27. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of



such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

**Section 28. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

**Section 29. Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

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

**OWNER/DEVELOPER:**

**CITY OF GIG HARBOR**

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

[Add notary blocks]

PARCEL #:  
 022106238, 022106239  
 022106234, 022106235  
 022106237

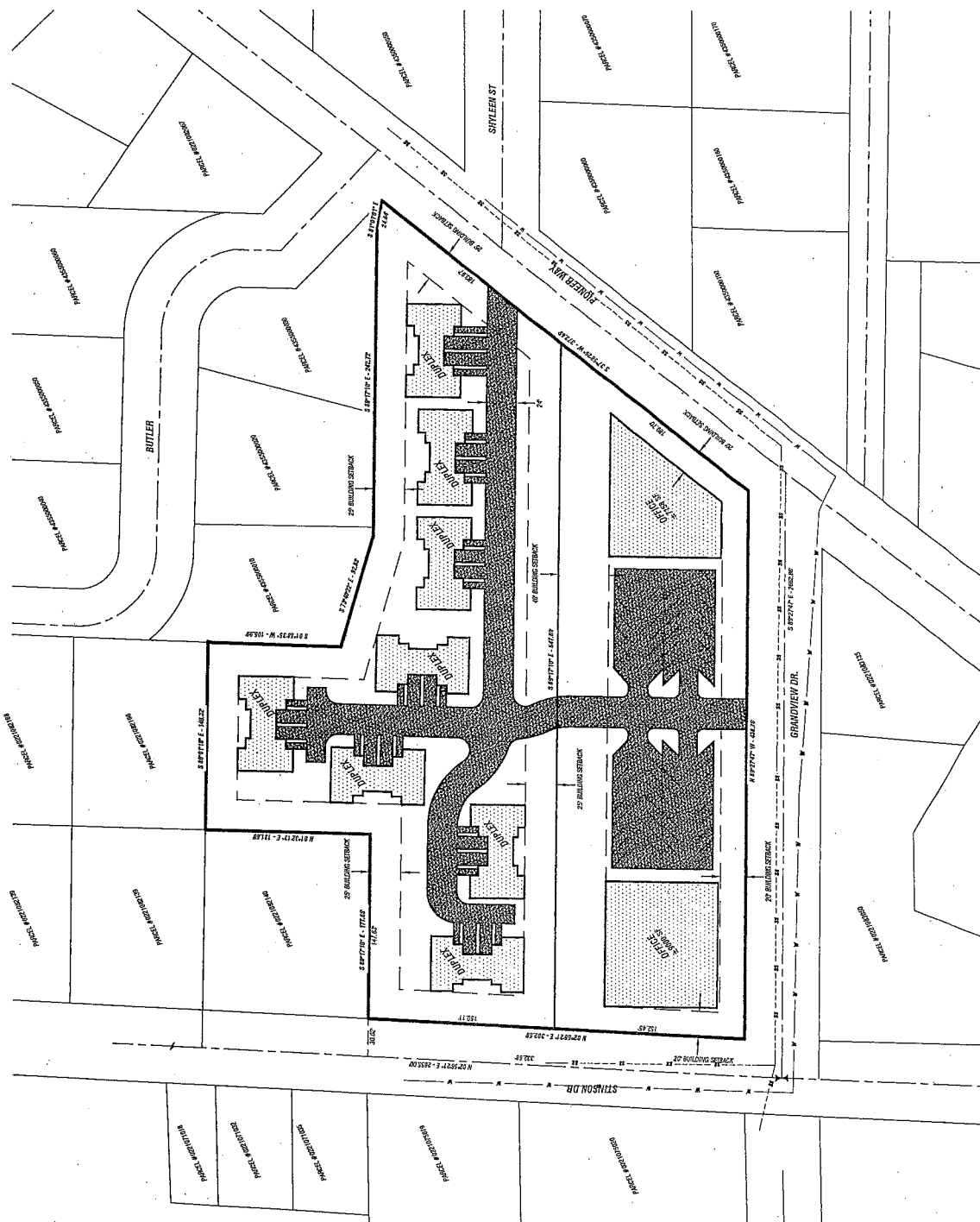
# GRANDVIEW

IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH,  
 RANGE 2 EAST OF THE WILLAMETTE MERIDIAN,  
 PIERCE COUNTY, WASHINGTON



**SITE INFORMATION:**  
 TOTAL AREA: 4.28 ACRES  
 ZONING: COMMERCIAL  
 ADDRESS: 12356 NORTHUP WAY, BELLEVUE, WA 98005

**UTILITY NOTES:**  
 WATER: WATER MAINS AND SANITARY MAINS LOCATED IN GRANVIEW DRIVE AND BUTLER WAY.  
 SEWER: SITE TO BE SERVED BY EXISTING SEWER LOCATED IN STATION DR.  
 ELECTRICAL: ELECTRICAL MAINS LOCATED IN GRANVIEW DRIVE AND BUTLER WAY.  
 GAS: GAS MAINS LOCATED IN GRANVIEW DRIVE AND BUTLER WAY.  
 PUBLIC WORKS: PUBLIC WORKS SHALL BE LOCATED AT THE INTERSECTION OF GRANVIEW DRIVE AND BUTLER WAY.  
 OTHER: OTHER UTILITIES SHALL BE LOCATED AT THE INTERSECTION OF GRANVIEW DRIVE AND BUTLER WAY.  
 PREPARED AS PART OF A FORMAL CONSTRUCTION PERMITS SUBMITTAL.



NO. DATE	REVISION	BY	DATE
		JAW	
<b>HALSAN FREY, LLC</b> 12356 NORTHUP WAY, STE. 119 BELLEVUE, WA 98005 Phone (253) 961-3922 Fax (253) 658-9816			
<b>GRANDVIEW PROJECT</b> PREPARED FOR: MP8, LLC & PIONEER AND STINSON, LLC			
<b>PROPOSED SITE PLAN</b>			
DESIGN	N/A		
DRAWN	T. MOLLET		
CHECKED	M. RIETTERS		
APPROVAL	M. RIETTERS		
SHEET	3 OF 4		
DWG	07-542.DWG		
DATE			
PROJECT			07-542

**Application COMP 08-0002:  
Parks, Recreation and Open Space  
Element Update**

***Includes only those chapters within  
the PROS Element with proposed  
changes.***

## Chapter 3: Existing facilities

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Gig Harbor, Pierce County, the Peninsula School District, and the US Coast Guard have assembled over 160.5 acres of land devoted exclusively to park and recreation uses within the Gig Harbor urban growth area boundaries.

These lands provide a variety of park and recreational activities including waterfront beaches, picnic facilities, multipurpose trail corridors, athletic fields and playgrounds, community centers, and related park supporting administrative and maintenance facilities.

In addition, a number of private companies own and operate park and recreational facilities of benefit to residents of the city and surrounding area.

Approximately 59 percent of the total public park and recreational land inventory are regionally significant sites and properties used by city and county residents regardless of where they reside within the urban growth area or even the surrounding peninsula. A significant portion of these regional sites and facilities are also used by out-of-area persons including residents of other areas in Pierce County, and out-of-state visitors and tourists.

The remaining 41 percent of the total public park and recreational land inventory are locally significant sites and properties used by residents who reside within the immediate area, usually on a neighborhood level.

### 3.1 Inventory by agency - urban growth area

#### Gig Harbor

Gig Harbor owns 18 properties with 67.0 acres of land available for public park use.

- Borgen Property Donkey Creek Park – this recently acquired 0.96 acre property is located in the intersecting parcel defined by Austin Street, Harborview Drive, and North Harborview old Burnham Drive. The site includes the original wood structure that housed the Borgen lumber and hardware sales offices and displays, along with a number of out buildings and yard that stored lumber and other an area of second growth forest as well as a large open space area utilized for special events during the summer months. A permanent restroom facility and picnic tables have also been added to the park.

The site is bisected by Donkey (North) Creek – a perennial stream that provides salmonoid habitat including a salmon an on-going hatchery operation located on the north bank adjacent to Harborview Drive that has been managed by the Gig Harbor Commercial Fisherman's Club for over 30 years. The stream has been

diverted into underground pipes extending from the site into Gig Harbor bay. The pipe, however, has not affected the fish runs that return to the hatchery location.

Future plans for the property include day-lighting Donkey Creek in cooperation with the Harbor History Museum Project by removing or replacing existing culverts and improving the natural vegetative buffer hillside lining the creek. The City is also investigating the benefits of acquiring additional land to the north of the existing park in order to preserve upstream habitat through conservation grants.

- City Park at Crescent Creek - this 5.8 acre property is located on Vernhardson Street on the east side of Crescent Creek. The eastern portion of the former Peninsula School District site has been improved with athletic facilities including a tennis court, basketball court, and youth baseball/softball field.

The western portion of the site conserves the banks, wetlands, and other natural areas adjacent to salmon bearing Crescent Creek. The City would like to acquire parcels to the west of the stream in order to increase natural buffers for habitat protection adjacent along the creek. This portion of The site includes has been improved with a playground structure, picnic tables, picnic shelter, restrooms, parking area, and a pump house building. Undeveloped parcels adjacent to the park may be conducive to expansion. A proposed sand volleyball court is also under consideration.

- Grandview Forest Park - this 8.8 acre site is located on Grandview Drive adjacent to the old Harbor Heights Elementary School Building—now occupied by the Henderson bay Alternative High School and the Peninsula Learning Center (PLC) City Hall. The park site surrounds the city water storage towers on a hilltop overlooking the harbor and downtown district. The densely wooded site has been improved with bark-covered walking trails and paths that provide access to for surrounding residential developments. Parking for the park is located with the City Hall parking lot on the north side of the park, and the athletic fields located behind the school complex. The park is accessed by vehicle from Grandview Drive onto an informal graveled parking area located adjacent to the water storage tanks on an extension of McDonald Avenue.

- Wilkinson's Homestead Park – this 16.3 acre site is located on Rosedale Street adjacent to Tacoma City Light powerlines. The site was acquired from the a heir of a previous property owner the Wilkinson Family.

The property contains a large wetlands, steep hillsides under the powerline corridor, the family homestead, barn, outbuildings, former holly orchard, and meadows. The site is accessed from a driveway off Rosedale Street.

The historic barn is registered with the State of Washington Department of Archeology and Historic Preservation. Future development plans for the park include additional trails, a link to the Cushman Trail that runs along the powerline easement, additional parking areas and a small amphitheatre in the holly grove and public access to the barn for community use.

- Tallman's Wetlands Property - this 16.0 acre property is located on Wollochet Drive NW south west of SR-16. The property will be was acquired by the city as mitigation for the Mallard's Landing commercial development project on the site no later than the year 2002.

The property contains significant wetlands that collect and filter stormwater runoff from the surrounding lands. This portion of the property ~~will be~~ has been conserved and provides interpretive trails by the developer in accordance with the annexation agreement. ~~The original farmhouse and outbuilding for this property are located on an adjoining parcel that may also be included within the property transfer agreement.~~

- Wastewater Treatment Plant (WWTP) Property - the 9.3 acre wastewater treatment plant facility is located on the west side of Burnham Drive on North (Donkey) Creek. The property was recently expanded to provide a buffer between the plant and uphill portions of the creek.

A 3.3 acre portion of the expansion area may be developed to provide a trailhead connection to the overhead powerline property located parallel to SR-16. The powerline right-of-way is planned to be improved in order to provide access to a multipurpose system of hike, bike, and horseback riding trails in this portion of the urban growth area.

- Skansie Brother's Park/Jerisich Park Dock - this downtown waterfront property is located within the extended right-of-way of Rosedale Street NW on Harborview Drive and was expanded with the acquisition of the adjacent Skansie Brothers property. The waterfront site has been developed with a flagpole and monument along Harborview Drive. The acquisition expanded the park to include a netshed and historic house which both stand south of Jersich Dock.

Restrooms, picnic tables, and benches are provided on Jerisich's 1,500 square foot pier supported deck overlooking the harbor and adjacent marinas. The deck provides gangplank access to a 352 foot long, 2,752 square foot pile supported fishing and boat moorage pier. The pier provides day-use boat moorage for 20 slips, access for kayaks and other hand-carry watercraft, and fishing. The pier is used on a first-come basis to capacity, particularly during summer weekends.

The pier was extended another 160 linear feet to the edge of the harborline in 1998. The additional platform area provides day-use boat moorage and fishing access. A pay-per-use sanitary sewage pump-out station was constructed at the same time along with lighting fixtures along the floats.

Expansion of the pier is under review.

- Wheeler Street Road-end - this 0.4 acre road right-of-way is located at the north end of the bay adjacent to Crescent Creek in a quiet residential neighborhood. The remote passive use site provides beach access but has not been improved with other park facilities.
- Bogue Viewing Platform - this 0.4 acre harbor overlook is located on the waterfront side of North Harborview Drive north of the intersection with Burnham Drive. The site has been improved with a pier-supported, multilevel wood & concrete deck, picnic tables, benches, and plantings. A sanitary sewer pump station is located within the park under the platform.
- Finholm Hillclimb – this 0.4 acre road right-of-way is located in Fuller Street extending between Harbor Ridge Middle School and the Northshore business district. A wooden stairway system with overlook platforms, viewing areas, and

benches has been developed between Franklin and Harborview Drive as a joint venture effort involving the Lions Club, volunteers, and city materials. The walkway connects Fuller to North Harborview Drive.

- Dorotich Street Road-end - this 0.4 acre road right-of-way is located on the west side of the bay adjoining residential condominiums and some commercial waterfront facilities. A ~~private~~ public access dock has been developed at Arabella's Landing Marina that serves as the street-end park.
- Soundview Street Road-end - this 0.4 acre road right-of-way is located on the west side, near the head of the bay adjoining the Tides Tavern (the former Westside Grocery). The present and former owners maintain and provide a public access dock on the right-of-way for use of tavern patrons.
- Old Ferry Landing - this 1.0 acre site is located at the east end of Harborview Drive overlooking Point Defiance across The Narrows and Dalco Passage at the entrance to Gig Harbor. Portions of the original marine and ferry dock landing piles are visible from the end of the road right-of-way that extends into the tidelands. The park was recently improved with sidewalks and a viewing platform including benches and railing. Interpretive signage has also been installed at the site.
- Harborview/North Harborview Trail - this 1.4 mile trail corridor is located within the public street right-of-way of Harborview Drive and North Harborview Drive. Additional road width was constructed (between curbs) to provide for painted on-road bike lanes on both sides of the roadway around the west and north shores of the harbor from Soundview Drive to Vernhardson/96th Street NW and City Park.

~~Curb, gutters, sidewalks, and occasional~~ some planting and seating areas ~~have been developed~~ exist on both sides of the roadway from Soundview Drive to Peacock Hill Road. Sidewalks ~~have also been~~ extended on Soundview Drive, Pioneer Way, Rosedale Street, Austin Street adjacent to North (Donkey) Creek, and Burnham Drive will include provisions for pedestrians and bicyclists. Limited improvements have been constructed on Peacock Hill.

As part of the downtown visioning process, the city will plan for improvements along the Harborview corridor from Rosedale to North Harborview. The initial plan calls for sidewalk improvements and widening on the waterside and areas of the upland side. Lighting improvements as well as landscaping, benches, water fountains and trash receptacles will be included.

In addition, public access shoreline trails have previously been developed on private property along the waterfront that parallel the sidewalk on Harborview Drive through Murphy's Landing in the northwest corner of the harbor.

- Bogue Building - this 0.04 acre property and 1,800 square foot building is located adjacent to the old City Hall on Judson Street within the downtown district. The one-story, wood frame building is presently being used by as the Gig Harbor Planning & Building Development Visitors Center. Some parking is provided on Judson Street in front of the building ~~and/or shared with City Hall~~ parking provided on Thurston Lane located between the properties.

- Public Works/Parks Yard - the 7.5 acre Public Works Yard is located north of Gig Harbor High School just west of 46th Street NW. The shop compound includes 3 buildings that provide 4,760 square feet, 2,304 square feet, and 1,800 square feet or 8,864 square feet in total of shop and storage space. Approximately 3,000 square feet of building or 0.5 acres of the site are used to store park equipment, materials, and plantings.

Further improvements and expansion of the facility are currently in the planning phase and will include additional facilities for offices, a large turnout room and locker room.

- Proposed City Hall/Civic Center /Henderson Bay School - this 10.0 acre site is located on Grandview Drive adjacent to Grandview Forest Park. The site was acquired for a civic center the new City Hall from Peninsula School District.

~~The site previously houses the old Harbor Heights Elementary School Building -- now occupied by the Henderson Bay Alternative High School and the Peninsula Learning Center (PLC), and multiuse athletic fields, playground, recreational courts, the new skateboard court, a boulder rock climbing wall, and a wooded picnic area. As part of the purchase agreement, the buildings will be demolished, asbestos removed, and the site restored for City Hall development. The site is accessed by vehicle from Grandview Drive onto an informal graveled parking area located adjacent to the water storage tanks on an extension of McDonald Avenue.~~

~~A civic center master plan is being considered that may redevelop The site includes to house a new police station, city hall, village green -- composed of a multiuse activities area and wooded picnic area with the a skateboard court and climbing wall -- and a possible community center building.~~

- City Hall -- the city administration building is located at 3105 Judson Street within the downtown district. The 8,230 square foot, 2-story building was originally built in 1978 and expanded in 1990. The building currently houses all city administration functions including the City Administrator, Finance, Public Works, Police, Municipal Courts, and supporting Council Chambers facilities. The Public Works Department, and about 100 square feet of associated park office area, are housed in the lower floor.

- Kenneth Leo Marvin Veteran's Memorial Park -- the "Westside" park is accessible from 50<sup>th</sup> Avenue will be a memorial park and include a dual purpose baseball/soccer field, restrooms/picnic shelter, big toy, nature trails and Memorial.

- Eddon Boat Park -- with the support of the community and funding raised through a bond levy, the City purchased these parcels at the intersection of Harborview and Stinson. The park currently includes a historic boat building dock and small brick house. Once the tideland clean-up is completed, the open space parcel will be developed for passive recreational water access and the historic boat building will be restored for public access and maritime programming.

- Gig Harbor North Park -- as part of the development of the Borgen Boulevard area the developer and City will work together in the creation of a park near the YMCA complex. This park may include fields, nature trails and may link the Little League Fields with the YMCA complex.



- Westside Sewer Easement Trail – this proposed trail from the Veteran’s Memorial Park to Pt. Fosdick would link the park with surrounding developments and create a pedestrian corridor to and from the park.
- Austin Estuary – The estuary and upland tidelands will be preserved in connection with the Donkey Creek Restoration and Harbor History Museum project for passive recreational use. The park is located in the northwest corner of the harbor near the intersection of Harborview and North Harborview.
- Cushman Trail – the current trail runs from 14<sup>th</sup> Avenue NW in the County north to Kimball Drive. In partnership with Pierce County, the City is planning to expand the existing trail to run further north along the power lines to Borgen Boulevard. Trailheads may be developed at the Wilkerson’s Farm Park, the Donkey Creek/Sewer Treatment Plant property, Burnham Drive and Borgen Boulevard.

Long term the City and the county would like to develop the trail further so that it connects to the bike lanes of the New Gig Harbor Narrow’s Bridge and north to the Purdy Spit.

### **Pierce County**

The Pierce County Department of Parks, Recreation & Community Services, and Public Works own and maintain 2 park properties within the Gig Harbor urban growth area.

- Peninsula Recreation Center - this 22.0 acre property is located on Rosedale Street NW behind and adjoining Gig Harbor High School and Discovery Elementary School. The property was originally purchased from the Peninsula School District by the county to be developed for park purposes.

The portion of the park site directly behind the high school parking lot has been developed with a grass surfaced baseball field, soccer field, and football field surrounded by a special rubber surfaced running track. The regulation sized baseball and football fields have been improved with bleachers, fencing, concession, and other supporting features. The complex adjoins the high school's 4 tennis courts.

The portion of the park site directly north of the elementary school has been developed with a grass surfaced regulation baseball field, 2 softball fields, and 1 Little League field. The multipurpose grassy area can also be used for informal soccer games and clinics. The complex adjoins the elementary school's grass surfaced field area that provides space for a regulation soccer field, 2 informal ballfields, and adjoining sand surfaced playground.

The northern portion of the park site adjacent to Skansie Avenue and SR-16 is undeveloped and covered with sloping wooded hillsides. Area residents have informally developed parking areas and trails that access the woodlands and surrounding fields.

- Randall Street Boat Launch - this 0.2 acre street right-of-way is located on the northeast side of the harbor at the end of Randall Street. The road right-of-way has been improved by the Pierce County Department of Public Works to

provide a 2-lane paved boat launch. Vehicle and boat trailer parking is provided along the curb on Randall Street and 89th Street NW in the surrounding residential neighborhood.

**Peninsula Park & Recreation District**

State legislation (Revised Code of Washington Chapter 36.69) authorizes the formation of special recreation service districts which may be wholly independent of any involvement with a city or any other local public agency or jurisdiction. Each special area may create it's own duly elected recreation board which may be wholly responsible for recreational policy.

The Peninsula Park & Recreation District was formed by voter approval under the RCW provisions to provide park and recreational services within the unincorporated areas around Gig Harbor on the Gig Harbor Peninsula from The Narrows to Burley Lagoon. The district provides some recreational programming services in conjunction with the Peninsula School District and the Pierce County Department of Parks, Recreation & Community Services.

The Peninsula Recreation Center was acquired by the Pierce County Department of Parks, Recreation, & Community Services and generally turned over to the Peninsula Park & Recreation District for development and management. To date, however, the district has not been able to pass voter approved recreation program operating levies or facility development referendum bonds.

**United States Coast Guard**

The US Coast Guard owns and the city maintains a mechanical lighthouse at the sand spit into Gig Harbor from Colvos Passage. The site is accessed from a residential parking lot located at the end of Goodman Drive NW. The site has not been improved for park and recreational activities, but is used by local residents as a beach and volleyball court play area.

**Tacoma Community College - Washington State Community & Technical College District 22**

Tacoma Community College owns a site for a branch facility at the southern edge of the urban growth area on Hunt Street. A portion of the site has been improved with a regulation soccer field by the Peninsula Soccer Club.

**Peninsula School District**

The Peninsula School District owns 4 properties within the Gig Harbor urban growth area that have been improved for recreational facilities. In addition, the district has programmed 4 additional school sites which may be improved with gymnasiums, playgrounds, recreational courts, and fields of use to urban growth area residents.

- Discovery Elementary - this 40.0 acre elementary school property is located on Rosedale Street NW adjoining Gig Harbor High School and Pierce County's Peninsula Recreation Center. About 8.0 acres of the site have been improved to provide a small gymnasium, 2 playgrounds, 2 youth ballfields, a soccer field, and 4 half basketball courts.

One grass playground and picnic facility are located in front of the school on Rosedale Street NW. The 4 half basketball courts are located on asphalt that surrounds the main classroom facility.

The grass soccer field and 2 youth ballfields are located alongside the other sand surfaced playground in the back of the site adjoining Pierce County's Peninsula Recreation Center. The backlot fields are located below the grade of the county's fields, and are separated by wooded buffers. Portions of the buffer area have been improved with an 8 station parcours facility, picnic tables, and benches that overlook the fields.

- Purdy Elementary - this elementary school property is located adjacent to Peninsula High School on 62nd Avenue NW at the north edge of the urban growth area.

The site has been improved to provide a small gymnasium, 2 playgrounds, 4 youth ballfields, 2 soccer fields, and 2 half basketball courts.

- Harbor Ridge Middle School - this 12.0 acre middle school property (the original Goodman Middle School) is located on Prentice Avenue overlooking the north end of the harbor. About 7.2 acres of the site have been improved to provide a gymnasium, 2 basketball courts, a grass soccer/football field surrounded by a special surfaced track, and 2 grass ballfields.

The basketball courts are located on an asphalt surface behind the gym on the northwest side of the school facility below the grade of the running track. The grass multipurpose soccer/football field and track are located above the grade of the gym and school facilities. The grass ballfield is located in the northeast corner of the site above the grade of the track.

The courtyard areas between the gymnasium, science buildings, and the original school have been improved with picnic tables, benches, and a small outdoor plaza.

- Gig Harbor High School - this 40.0 acre high school property is located on Rosedale Drive NW adjacent to Discovery Elementary and below Pierce County's Peninsula Recreation Center. About 24.0 acres of the site have been improved to provide 2 gymnasiums, an indoor swimming pool, and 4 tennis courts.

The high school shares a common parking lot with Pierce County's Peninsula Recreation Center. The portion of the county park site directly behind the high school parking lot has been developed with a grass surfaced baseball field, soccer field, and football field surrounded by a special rubber surfaced running track. The regulation sized baseball and football fields have been improved with bleachers, fencing, concession, and other supporting features. The complex adjoins the high school's 4 tennis courts.

The parking lot access to the main classroom and administration office areas have been improved with picnic tables, benches, and a series of multilevel outdoor plazas. The rear parking and service vehicle access to the gymnasiums has also been improved with a grassy area and picnic tables.

- Peninsula High School - this high school facility is located on 62nd Avenue NW adjacent to Purdy Elementary School in the north edge of the urban growth area.

The site has been improved to provide a gymnasium, indoor swimming pool, 4 tennis courts, a track, softball field, baseball field, soccer field, and football field.

- Elementary Numbers 9 and 10 - these new elementary school facilities are programmed to be developed in 1996 and 2001 to serve the residential areas located on Peacock Hill, Canterwood, and Crescent Valley to the northeast edge of the urban growth area, and the residential areas located south along SR-16.

The projects will provide additional small gymnasiums, playgrounds, youth ballfields, and soccer fields in accordance with the minimum guidelines established for elementary schools by the Washington State Office of the Superintendent of Public Instructions (SPI).

- Middle Schools Number 4 and 5 - these new middle school facilities are programmed to be developed in 1996 and the year 2000 to serve the residential areas in the North Gig Harbor, Peacock Hill, Canterwood, and Crescent Valley areas.

The projects will provide gymnasiums, youth ballfields, soccer fields, and tracks in accordance with the minimum guidelines established for middle school facilities by the Washington State Office of the Superintendent for Public Instruction (SPI).

#### **Private park facilities**

Private companies own and operate a variety of athletic club, equestrian, golf, marina, gun range, and camping facilities within the Gig Harbor urban growth area of interest to area residents.

- Burnham Drive Ballfield - this 10.0 acre property is located on the east side of Burnham Drive north of Vernhardson/96th Street NW and outside of existing city limits. The property has been improved by the Gig Harbor Little League Association with a regulation size ballfield, parking area, and playground by area athletic league organizations.
- Gig Harbor Athletic Club - this commercially operated facility is located on 36th Street NW just outside the urban growth area limits. The facility provides a 2 lane lap pool, aerobics, weightroom, cardiovascular room, indoor running track, 4 indoor and 2 outdoor tennis courts, a spa, sauna, and various other supporting facilities.
- Canterwood Stables - this private equestrian facility is located within the Canterwood residential development in the north portion of the urban growth area. The stables adjoins over 4.0 miles of horseback riding trail located around the periphery of the development and alongside the project's golf course.
- LWM Stables - this private equestrian facility is located on Wollochett Drive on the western edge of the urban growth area. The stables adjoins 0.7 miles of horseback riding trails.
- Canterwood Golf & Country Club - this private 18 hole, 7,175 yard, par 72 golf course is located within a residential development on 4026 Canterwood Drive NW in the north portion of the urban growth area. The private clubhouse and golf course facility is operated for the membership, guests, and reciprocates of the country club only.

- Gig Harbor Sportsmen Club - this privately owned rod and gun club facility is located on Burnham Drive in the north portion of the urban growth area. The site has been improved to provide some rifle and pistol target facilities.
- KOA Tacoma-Gig Harbor - this commercial camping facility is located on Burnham Drive in the north portion of the urban growth area adjacent to the Gig Harbor Sportsmen Club. The site has been improved to provide 40 tent sites and 100 drive-through sites for trailers or motor homes of any length. The facility provides electricity, piped water, sewer hookups, picnic tables, bottle gas, cable television, restrooms and showers, a recreation hall, store, cafe, laundromat, playground, and swimming pool.

### **Marinas and boat landings**

A variety of private and commercially operated marinas have been developed along the north and west shores of the harbor. The inventory includes small privately operated piers that are part of single family waterfront residences to major marina projects that compliment waterfront condominiums, yacht clubs, and other mixed use developments. The inventory also includes a number of commercial fishing trawlers, boatworks, and other industrial operations, some of which date in time to the early development of the harbor. Following is a brief summary of the principal facilities.

- Peninsula Yacht Club - this commercially operated marina is located at the north end of the harbor below the northshore commercial district. The marina includes a single loaded pier/walkway that accesses 3 double loaded piers - 2 of which are covered. The facility has an estimated capacity for 136 craft.
- Tiderunner Marina - this commercially operated marina is located at the north end of the harbor below the west edge of the northshore commercial district. The marina includes a double loaded pier with an estimated capacity for 18 small craft.
- Murphy's Landing - this recently completed facility is located at the northwest end of the harbor adjacent to the North (Donkey) Creek confluence. The marina includes 3 double loaded piers with an estimated capacity for 78 craft. The project also includes a clubhouse facility for tenants, and a public access trail and fishing pier that parallel the shoreline through the project site.
- Westshore Marina - this relatively new facility is located at the northwest end of the harbor below waterfront condominiums. The marina includes 2 double loaded piers with an estimated capacity for 72 craft.
- Ancich-Tarabochia Marina - this small, privately operated facility is located at the northwest end of the harbor north of Novak Street. The marina includes a double loaded pier with an estimated capacity for 20 commercial fishing craft.
- Bujacich Marina - this small, privately operated facility is located at the northwest end of the harbor below the historic Millville neighborhood. The marina includes a double loaded pier with an estimated capacity for 18 commercial fishing craft.
- Luca's Landing - this small, privately operated facility is located on the west shore of the harbor below the historic Millville neighborhood north of Novak

Street. The marina includes one side of a double loaded pier with side mooring for an estimated capacity for 18 small craft.

- Millville Marina - this small, privately operated facility is located below the historic Millville neighborhood north of Novak Street. The marina includes one side of a double loaded pier shared with Luca's Landing. The Millville side of the pier has an estimated capacity for 24 small craft.

- Malich Marina - this small, privately operated facility is located below the historic Millville neighborhood north of Novak Street. The marina includes a double loaded pier with an estimated capacity for 12 small craft.

- Anderson's Harborplace Marina - this small, privately operated facility is located below the historic Millville neighborhood south of Novak Street. The marina includes a double loaded pier with an estimated capacity for 18 craft.

- Hauge's Marina - this small, privately operated facility is located below the historic Millville neighborhood between Novak and Dorotich Streets. The marina includes a double loaded pier with side mooring for an estimated capacity for 10 small craft.

- Stanich Dock - this small, privately operated facility is located below the waterfront condominium complex. The moorings are located at the end of a gangway with an estimated capacity for 14 small to large craft.

- Arabella's Landing - this newly developed, privately operated facility is located on the west shore of the harbor south of Dorotich Street and below waterfront condominiums. The marina includes a single loaded pier with an estimated capacity for 48 craft.

- Bayview Marina - this small, privately operated facility is located on the west shore below the historic Millville neighborhood south of Dorotich Street. The marina includes a double loaded pier with an estimated capacity for 18 small craft.

- MacIntosh Marina - this small, privately commercially operated facility is located on the west shore below the historic Millville neighborhood. The marina includes a double loaded piers with an estimated capacity for 6 side mooring small craft.

- Harborview Marina - this older, commercially operated facility is located on the west shore north of Rosedale Street NW. The marina includes a double loaded, covered piers with an estimated capacity for 36 medium sized craft.

- Pleasurecraft Marina - this commercially operated marina is located along the west shore of the harbor adjacent to Jerisich Park at the end of Rosedale Street NW. The marina includes a double loaded, covered pier with an estimated capacity for 56 medium sized craft.

- Gig Harbor Marina - this commercially operated marina is located along the west shore of the harbor at the end of Pioneer Way adjacent to the commercial district. The marina includes 2 double loaded piers, partially covered piers with an estimated capacity for 106 craft.

- Tides Tavern Landing - this commercially operated transient moorage is located at the end of Soundview Drive adjacent to the downtown commercial district. The landing consists of a T-shaped double loaded pier with an estimated capacity for 12 small to large craft.
- Sunset Yacht Club - this commercially operated marina is located on the west shore just inside the harbor entrance and below the boatworks and office building. The marina includes 2 double loaded piers with an estimated capacity for 16 small craft.

**3.2 Inventory by park land type**

<b>Wildlife habitat/resource conservancies</b>	<b>Gig Harbor</b>	<b>All total</b>
Acres	40.4	48.4

Wildlife habitat/resource conservancy lands are sensitive environmental features including stream corridors, wetlands and floodplains, steep slopes and woodland areas, unique ecological and wildlife habitats, and other fragile environments. Such lands may also be defined to include lands and soils that support wildlife migration corridors, productive agricultural, timber and mining resource lands, scenic views and vistas, historical and cultural features, and other environmentally related issues in accordance with the provisions of the recently enacted Washington State Growth Management Act (GMA).

These lands and soils may be portions of privately owned lands and properties that in combination tend to create or conserve significant areas or zones - such as the bottom lands that define the Crescent Creek valley or the ravines created by North (Donkey) Creek.

Generally, these lands remain privately-owned properties that are not provided public access or facilities. At the present time, however, Gig Harbor has acquired unique wetlands and woodlands for public preservation within the Gig Harbor urban growth area including portions of City Park at Crescent Creek, the ~~Borgen Property~~ Donkey Creek Park, Grandview Forest Park, Wilkinson's Homestead Park, and the ~~to-be-dedicated Tallman's Wetlands Property~~ Park located east west of SR-16.

~~The Gig Harbor Peninsula Historical Society has purchased a new museum site on Burnham Drive with another 8.0 acres of land with resource conservancy value. No other agency within the Gig Harbor urban growth area has acquired title, development rights, tax abatement or other measures that would preserve lands for open space, agricultural, or timberland purposes.~~

<b>Resource activities</b>	<b>Gig Harbor</b>	<b>All total</b>
Acres	5.4	9.7

Gig Harbor, Pierce County, and the US Coast Guard have developed a mixture of beach swimming and sunbathing, and watercraft access opportunities for canoe, kayak, rowboat, raft, and power boating. Portions of these lands also provide outdoor park resource facilities including group and individual picnicking, playgrounds, and open grassy play areas.

Significant sites include Jerisich Dock/Skansie Brother's Park, the ~~Borgen Property~~ Donkey Creek Park, Austin Estuary, Wheeler, Dorotich, Soundview

Drive Street right-of-way ends, Bogue Viewing Platform and Finholm Hillclimb, the Old Ferry Landing, Randall Street Boat Launch, the US Coast Guard Spit Lighthouse, and the tidelands associated with the Harborview Trail.

In addition, private owners, including Westshore Marina, Anich-Tarabochia Marina, Bujacich Marina, Gig Harbor Marina, Gig Harbor Sportsmen Club, and Gig Harbor RV Resort, among others, have assembled an additional, undetermined amount of resource oriented park lands.

<b>Linear trails</b>	Gig Harbor	All total
Acres	3.3**	3.3**

Gig Harbor acquired land adjacent to the Wastewater Treatment Plant for a trailhead, but no facilities have been developed by Gig Harbor, Pierce County, Washington State or other agencies for a system of dedicated, separated trails that connect major environmental assets, park and recreational facilities, community centers, and historical features.

Gig Harbor developed Harborview Trail around the west and north shoreline of the harbor. However, the system consists of a pedestrian sidewalk or walkway and parallel marked road shoulders that have been constructed within road right-of-way.

In partnership with Pierce County, the City will be expanding the existing Cushman Trail north to Borgen Boulevard. The ultimate goal for the City is to partner with the County to expand the trail further from the Narrows Bridge to the Purdy Spit.

<b>Athletic fields and playgrounds</b>	Gig Harbor	All total
Acres	11.0	114.2

A variety of athletic facilities including soccer, softball and baseball fields, active playgrounds and play areas for all ages, competitive standards, and skill levels have been developed by Gig Harbor, Pierce County, the Peninsula School District, and private owners.

Significant sites include City Park at Crescent Creek, ~~Grandview Forest Park, City Hall/Civic Center/Henderson Bay School~~, Peninsula Recreation Center - which is a joint use park with Gig Harbor High and Discovery Elementary Schools, ~~the proposed Tallman's Ballfields~~, Discovery Elementary, Harbor Ridge Middle School, Gig Harbor High School, and Tacoma Community College. A ballfield complex has also been developed for Little League play at the privately-owned Burnham Drive Ballfield complex.

<b>Community/recreation centers</b>	Gig Harbor	All total
Acres	3.0	8.9

Potential indoor facilities with meeting rooms, classrooms, and other facilities may be developed by Gig Harbor at the ~~proposed City Hall/Civic Center /Henderson Bay School~~ site, in the farmhouse and barn buildings at Wilkinson's Homestead, and the Bogue Building.



Private properties with indoor meeting and other public use potentials include the Masonic Building, St Nicholas Church, the old Gig Harbor Peninsula Historical Museum adjacent to the Wastewater Treatment Plant (WWTP), and the new site acquired off Burnham Drive.

<b>Special use facilities</b>	Gig Harbor	All total
Acres	0.0	775.0

No public agency within the Gig Harbor urban growth area has developed golf course, driving range, or similar facilities for public play. South of the Gig Harbor urban growth area, however, the City of Tacoma and a private concessionaire developed the Madronna Links golf course facility that is open to public use. The development and operation of this facility is financed with user fees and other special enterprise revenues including development and operating agreements with the joint venture concessionaire.

Inside and adjacent to the urban growth area, the Gig Harbor and Canterwood Golf & Country Clubs provide golf facilities for members and on a fee basis.

<b>Support facilities</b>	Gig Harbor	All total
Acres	3.9	3.9

Gig Harbor provides supporting park and recreation facilities including park administration buildings, maintenance yards, and landscape nurseries at the Public Works/Parks Yard north of the Peninsula Recreation Center on 89th Street, a portion of the floor space within the existing City Hall, and the land proposed for city hall development at the proposed Civic Center site.

### **3.3 Inventory by facility type**

Gig Harbor, Pierce County, and the Peninsula School District have also assembled an impressive inventory of recreational facilities within the Gig Harbor urban growth area.

<b>Playgrounds and play areas</b>	Gig Harbor	All total
Playgrounds – covered/uncovered facilities	3	8
Play areas – acres	0.5	0.5

Gig Harbor and the Peninsula School District provide improved playgrounds and playfields within the Gig Harbor urban growth area at City Park at Crescent Creek and Discovery Elementary.

<b>Recreational courts – outdoor</b>	Gig Harbor	All total
Basketball courts	3	10
Volleyball courts	0	2
Tennis courts	1	15

Gig Harbor and the Peninsula School District provide a variety of basketball, volleyball, and tennis facilities within the Gig Harbor urban growth area. The facilities are located at City Park at Crescent Creek, the Gig Harbor Spit Lighthouse, and Gig Harbor Middle and High School sites. Facilities are also provided at the Gig Harbor Athletic Club, Canterwood Golf & Country Club, and Gig Harbor RV Resort.

<b>Athletic fields</b>	Gig Harbor	All total
Football fields	0	3
Soccer fields	1	10
Baseball/softball fields	5	23

Gig Harbor, Pierce County, and the Peninsula School District provide a variety of regulation and practice type football, soccer, and baseball/softball fields within the urban growth area. The facilities are located at City Park at Crescent Creek, the proposed Civic Center/Henderson Bay School, the Peninsula Recreation Center, Discovery Elementary, Purdy Elementary, Harbor Ridge Middle School, Gig Harbor High School, and Peninsula High School.

<b>Paracourse and jogging tracks</b>	Gig Harbor	All total
Paracourse stations	0	8
Jogging track miles	0.00	0.55

Pierce County and the Peninsula School District provide parcourse exercise stations and special-surfaced jogging tracks within the Gig Harbor urban growth area. The facilities are located at Peninsula Recreation Center and Harbor Ridge Middle School. In addition, the Gig Harbor Athletic Club also provides an indoor jogging track.

<b>Picnic facilities</b>	Gig Harbor	All total
Picnic tables	15	16
Picnic shelters	2	2

Gig Harbor provides a variety of picnic tables, picnic shelter, and barbecue stands within the Gig Harbor urban growth area. The facilities are located at City Park at Crescent Creek, Jerisich Dock/ Skansie Brother's Park, and the proposed City Hall/Civic Center /Henderson Bay School. An informal picnic area is also provided at Gig Harbor Spit Lighthouse.

<b>Waterfront facilities</b>	Gig Harbor	All total
Swimming beach square footage	0	2,000
Boat launch ramps	0	2
Floating platform square footage	2,702	2,702
Boat slips	10	746
Dock/overlook structure square footage	7,135	7,135

Gig Harbor, Pierce County, and the US Coast Guard provide a variety of swimming beaches, boat launch ramps, floating docks, transit boat moorage slips, dock and overlook platforms, and boat trailer parking spaces within the Gig Harbor urban growth area. The facilities are located at Gig Harbor Spit Lighthouse, Jerisich Park, Bogue Viewing Platform, Dorotich Street overlook, the Randall Street Boat Launch, and along the Harborview Trail.

In addition, private and commercially-operated marinas provide space for transit and permanent water craft from 20 sites along the west and north shoreline of the harbor.

<b>Campsites</b>	Gig Harbor	All total
Tent campsites	0	40
Recreational vehicle campsites	0	110

No public agencies provide tent or recreational vehicle campsites within the Gig Harbor urban growth area. However, the privately-operated Gig Harbor RV Resort complex provides tent and recreational vehicle campsites at a site on Burnham Drive.

<b>Trails</b>	<b>Gig Harbor</b>	<b>All total</b>
Park trail miles	2.2	2.8
Hiking trail miles	6.8	6.8
Off-road biking trail miles	0.0	0.0
On-road bicycle route miles	8.0	24.7
Horseback riding trail miles	0.0	11.0

Gig Harbor and Pierce County provide a variety of park walking trails within the Gig Harbor urban growth area. The trails are located in City Park at Crescent Creek, Grandview Forest Park, the Tallman's Wetlands Park Property, the Peninsula Recreation Center Wilkerson's Homestead Park, and the Gig Harbor Spit Lighthouse. Day hiking trails (sidewalk corridors) are provided on Harborview/North Harborview Drive, Soundview Drive, Pioneer Way, Stinson Avenue, Rosedale Street, and Peacock Hill Road.

Gig Harbor and Pierce County also provide a variety of local on-road bicycle touring routes within the Gig Harbor urban growth area and across the Gig Harbor Peninsula. The on-road bicycle touring routes are provided on segments of Harborview/North Harborview Drive, Soundview Drive, Pioneer Way, Rosedale Street, Burnham Drive, Peacock Hill Road, 96th Street, Reid Drive, Wollochet Drive, Burnham Drive/Goodenough Road, Goodman Drive/Youngs Landing, and the SR-16/Tacoma Narrows Bridge.

A system of horseback riding trails has been developed for private members of Canterwood Stables and LWM Stables.

<b>Swimming pools</b>	<b>Gig Harbor</b>	<b>All total</b>
Indoor pool square footage	0	0
Outdoor pool square footage	0	9,225

Peninsula School District provides indoor swimming pool facilities for students at Gig Harbor and Peninsula High Schools within the Gig Harbor urban growth area.

Indoor swimming facilities are also provided for the membership and paying public at the privately-operated Gig Harbor Athletic Club, Canterwood Golf & Country Club, and Gig Harbor RV Resort.

<b>Recreation centers</b>	<b>Gig Harbor</b>	<b>All total</b>
Gymnasium square footage	0	47,052
Physical conditioning square footage	0	3,200
Racquetball/handball courts	0	4

The Peninsula School District provides indoor gymnasium and physical conditioning space at Discovery Elementary School, Purdy Elementary, Harbor Ridge Middle School, Gig Harbor High School, and Peninsula High School. The

school facilities are all available for use after school hours and in some instances on a commercial fee basis.

Gig Harbor Athletic Club and Canterwood Golf & Country Club provide additional indoor gymnasium, physical conditioning facilities, and handball courts for paying memberships.

<b>Community centers</b>	<b>Gig Harbor</b>	<b>All total</b>
Arts and crafts square footage	0	9,000
Classroom/meeting facility square footage*	1,800	2,600
Auditorium/large meeting square footage	0	9,000
Kitchen facility square footage	0	0
Dining facility square footage	0	0
Daycare/nursery square footage	0	0
Community center admin square footage	0	0
Other community center square footage	0	0

\* Consisted of the Bogue Building that has since been converted into offices for the Planning Department.

Gig Harbor and the Peninsula School District provide a limited variety of arts, crafts, pottery, and related work spaces within the Gig Harbor urban growth area. The facilities are located at the Bogue Building, Discovery Elementary School, Purdy Elementary School, Harbor Ridge Middle School, Gig Harbor High School, and the Peninsula High School.

In addition, the Peninsula School District also maintains a significant supply of classroom, meeting rooms, general auditorium, and stage production space. These facilities are all available for use after school hours and in some instances on a commercial fee basis.

<b>Nature/historical interpretation</b>	<b>Gig Harbor</b>	<b>All total</b>
Nature interpretation center	0	0
Historical interpretation center	0	3,000

There are no nature interpretation facilities or exhibits within the Gig Harbor urban growth area. The Gig Harbor Peninsula Historical Society operated a museum in a building adjacent to the Wastewater Treatment Plant. The Society is currently constructing a new facility for a history museum at the corner of Harborview and North Harborview.

<b>Golf</b>	<b>Gig Harbor</b>	<b>All total</b>
Golf course holes	0	54

No public agencies provide golf course facilities within the Gig Harbor urban growth area. However, Tacoma and a concessionaire operate Madrona Links, a joint venture public course located south of the urban growth area.

In addition, Canterwood Golf & Country Club and the Gig Harbor Golf & Country Club operate courses with clubhouse and other supporting space for paying memberships within and/or close to the Gig Harbor urban growth area.

<b>Gun/archery ranges</b>	<b>Gig Harbor</b>	<b>All total</b>
Gun range targets	0	12

Archery range targets	0	0
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No public agencies provide gun or archery range facilities within the Gig Harbor urban growth area. However, the Gig Harbor Sportsmen Club provides outdoor targets for firearms at a site off Burnham Drive within city limits for members and on a fee basis.

<b>Park support facilities</b>	Gig Harbor	All total
Administration office square footage	100	100
Maintenance building square footage	200	200
Yard/nursery square footage	3,000	3,000
Restroom fixtures - permanent	16	16

Gig Harbor provides administration office space within City Hall, storage in a relocatable module at City Park at Crescent Creek, and open shop and storage space at the Public Works Yard. The city also maintains permanent restroom facilities at City Park at Crescent Creek, Olympic Cushman Trailhead, Donkey Creek Park and Jerisich Dock/Skansie Park.

**Inventory implications - urban growth area**

- Gig Harbor, Pierce County, the US Coast Guard, and the Peninsula School District have amassed an impressive amount of acreage - that includes every conceivable kind of park land and recreational facility within the Gig Harbor urban growth area.
- A significant portion of the inventory are regional facilities - that are used by populations who reside outside of Gig Harbor's corporate boundaries even though the maintenance and operation of these sites has been financed by the city.
- The Peninsula School District has developed an extensive amount and significant percentage of the inventory of park and recreational related facilities - including outdoor playgrounds and athletic fields, and indoor arts and crafts, meeting rooms, and gymnasiums. School facilities represent a significant portion of the more competitive and higher quality, capacity sites - and much of the smaller, more flexible facilities that are used on a local basis by neighborhood residents.

**3.4 Other park and recreational facilities - Gig Harbor Peninsula**

Pierce County, Tacoma, Washington State, and private operators operate park and recreational facilities elsewhere on the Gig Harbor Peninsula of interest to residents of the Gig Harbor urban growth area.

In some circumstances, these facilities compliment and/or may even supplement the land and facility opportunities that are currently being provided within the urban growth area. However, these facilities are also used by other residents of the Gig Harbor Peninsula as well as out-of-area and out-of-state visitors. Consequently, these facilities can not be counted upon to satisfy the park and recreational needs that will be generated by the population that will reside within the urban growth area boundaries.

**Pierce County**

The Pierce County Department of Parks, Recreation & Community Services owns and maintains 3 park properties in areas adjacent to the Gig Harbor urban

growth area that have potential park and recreation opportunities for area residents.

- Sunrise Park - this 80.0 acre property is located on Sunrise Beach Drive NW overlooking Colvos Passage. The property was originally assembled from a private landowner donation and county land swap in 1974. The park consists of 5 separate land parcels separated by public roads.

The beachfront portion of the property has an old farmhouse that is presently used as a caretaker residence. The remaining portions of the property are located on the plateau between Sunrise Beach Drive and Moller Road. A portion of the plateau property includes a residence and property that were donated as a lifetime estate and that will be used as a future interpretive center. The remaining plateau property consists of dense woodland stands with a wetland swamp.

The site was recently master planned to provide day-use beachfront activities and parking, walk-in trails, and other nature interpretive features.

- Purdy Sand Spit - this 7.5 acre park property is located adjacent to SR-302 on the Purdy Sand Spit to Burley Lagoon just outside of the northwest corner of the urban growth area. The site, which includes a considerable amount of tidelands, has been slightly improved to provide a boat launch and adjacent picnic and walking areas on both sides of the Gig Harbor-Longbranch Road approach to the Purdy Bridge between Henderson Bay and Burley Lagoon.

The site is heavily used during warm weather months for picnicking, windsurfing, fishing, boating, and beachcombing activities.

- Crescent Lake Park - this 2.0 acre waterfront property is located on the south end of Crescent Lake at the end of a cul-de-sac street in a quiet residential subdivision. At one time, the property was accessible from Talmos Drive and was used as a local boat access launch. The property has some interesting waterfront features and could be developed into a local neighborhood park with picnic, playground, and related activities.

### **City of Tacoma**

Tacoma owns 1 park and recreation facility just south of the urban growth area that is of interest to local residents.

- Madrona Links Golf Course - this 18 hole, 5,590 yard, par 71 golf course is located on 22nd Avenue NW adjacent to SR-16 just outside of the southern edge of the urban growth area boundary. The course was developed in 1977 in a heavily wooded 100 acre tract surrounded by residential developments. The city owns (a small portion of the landholding is also owned by an individual) and operates the facility for public play.

### **Washington State**

Washington State agencies own and maintain 2 sites within or adjacent to the urban growth area of interest to area residents.

- Crescent Lake Boat Launch - this 1.0 acre Washington State Department of Fisheries & Wildlife property is located on the northwest end of Crescent Lake. The site has been improved with a small boat launch, parking area, and portable restrooms.

- Kopachuck State Park - this 156.0 acre, 3,500 linear foot saltwater shoreline Washington State Parks & Recreation Commission property is located at Carr Inlet on Henderson Bay west of the urban growth area. The site has been improved with 41 standard campsites, 15 and 35 person group camps, 79 picnic sites, 4 kitchen shelters, 3 restrooms, a trail dump station, 2 mooring buoys, and underwater marine park, and 1.0 mile of trail.

The site is heavily used by area residents and tourists alike for camping, picnicking, clamming, water skiing, fishing, scuba diving, beachcombing, birdwatching, swimming, boating, and paddling.

- Cutts Island "Dead Man's" Island State Park - this 5.5 acre, 2,100 linear foot saltwater shoreline Washington State Parks & Recreation Commission island property is located on Carr Inlet just northwest of Kopachuck State Park. The park can be only be accessed by boat - including hand-launched watercraft from Kopachuck State Park. The site has been improved with 10 mooring buoys and a pit toilet.

The site is heavily used by area residents and tourists alike for beachcombing, clamming, fishing, swimming, scuba diving, boating, and paddling.

#### **Peninsula School District**

The Peninsula School District owns 5 other school properties on the Gig Harbor Peninsula that have been improved for recreational facilities. In addition, the district has programmed 1 additional school site which may be improved with gymnasiums, playgrounds, recreational courts, and fields of use to league organizations operating within the peninsula and urban growth area.

- Artondale Elementary - this elementary school property is located on 40th Street NW just outside of the west boundary of the urban growth area. The site has been improved to provide a small gymnasium, 2 playgrounds, a soccer field, and 4 youth ballfields.
- Harbor Heights Elementary - this new elementary school property is located on 38th Avenue NW adjacent to the new Goodman Middle School just outside the southwest corner of the urban growth area. The site has been improved to provide a small gymnasium, 2 playgrounds, a youth ballfield, 2 soccer fields, and 4 half basketball courts.
- Goodman Middle School - this new middle school facility was developed in 1991 on 38th Avenue NW adjacent to Harbor Heights Elementary School just outside the southwest corner of the urban growth area to replace the old Goodman (now Harbor Ridge) Middle School site in Gig Harbor. The site has been improved to provide 2 gymnasiums, a youth ballfield, 2 soccer fields, and a track.
- High Schools Number 3 - this new high school is programmed to be developed in 2003. The project will provide a gymnasium, indoor swimming pool, tennis courts, track, softball and baseball fields, soccer field, and football field.

#### **Private park facilities**

Private companies own and operate other facilities on the peninsula of interest to area residents.

- Gig Harbor Golf & Country Club - this semiprivate 9 hole, 2,702 yard, par 35 golf course is located on Artondale Drive NW to the west of the urban growth area boundaries. The facility was developed in the 1950s at the site of an old apple orchard. The site has been improved to provide a banquet facility, clubhouse, and driving range. The semi-private club allows public play when tournament schedules allow.



## Chapter 6: Finances

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An analysis was accomplished of recent financial trends in Gig Harbor and the impact federal and state program mandates, revenue sharing, growth management requirements, and other financial programs may have on the discretionary monies available for park, recreation, and open space expenditures. The analysis also reviewed trends in city revenues and the effect alternative revenue sources may have on financial prospects.

### 6.1 Expenditures - general government

Gig Harbor's annual general governmental expenditures are derived from the combination of general, special revenue, debt service, and enterprise funds.

#### General funds

General funds are derived from property taxes, licenses and permits, intergovernmental revenues including state and federal grants, service charges and fees, fines and forfeitures, and other miscellaneous revenues. General funds are used to finance most government operations including staff, equipment, capital facility, and other requirements. Park, recreation, and open space programs and facilities are funded primarily from general fund accounts.

- Sales tax - is the city's largest single revenue source and may be used for any legitimate city purpose. The city has no direct control over this source, it is collected and distributed by the state and may fluctuate with general economic and local business conditions.
- Property tax - ~~under the Washington State Constitution, cities may levy a property tax for general governmental purposes at a rate up to \$3.60 per \$1000 on the assessed value of all taxable property within incorporation limits, provided the regular property tax of all taxing authorities does not exceed 1.0% of assessed valuation, or \$10.00 per \$1,000 of value. If the taxes of all districts exceed the 1.0% or \$10.00 amount, each is proportionately reduced until the total is at or below the 1.0% limit.~~

~~In 1975, Washington State law was amended by RCW 84.55.010, a statutory provision limiting the growth of regular property taxes to 6.0% per year, after adjustments for new construction. This statute was intended to control local governmental spending by controlling the annual rate of growth of property taxes. In practice, however, the statute can reduce the effective property tax yield to an annual level far below a city's levy authorization, particularly when property values are increasing rapidly.~~

Pursuant to RCW 84.52.043, cities may levy, without a vote of the residents residing therein, a maximum of \$3.375 per thousand for general city purposes (the "regular levy"). Cities with full-time firemen may levy an additional \$.225 per

thousand to fund the city's Fireman's Pension Fund (RCW 41.16.060), thus creating a maximum annual levy rate of \$3.60 per thousand dollars of assessed valuation. The City is currently levying \$1.5738 per thousand dollars of taxable assessed valuation for its regular levy for collection year 2001. According to RCW 27.12.390, any city or town annexed to a rural library district, island library district, or intercounty rural library district, such as the City, shall be entitled to levy up to \$3.60 per thousand dollars of assessed valuation less any regular levy made by such library district in the incorporated area, notwithstanding any other provision of law. City Ordinance 494, adopted September 8, 1986, initiated the process for the City to annex to the Pierce County Fire Protection District No. 5 under RCW 52.04.061 through .081. City Ordinance 518, adopted August 24, 1987, initiated the process for the City to annex to the Pierce County Library District according to RCW 27.12.360 through .390. Elections subsequently completed the process. Under these statutes, the City's maximum regular tax levy of \$3.60 per \$1,000 of assessed valuation is reduced by the Library District's levy rate up to its maximum of \$0.50 and by the Fire District's levy rate up to its maximum of \$1.50. In recent years both taxing districts have requested and received their maximum levies, thereby reducing the City's maximum levy to \$1.60 per \$1,000 of assessed valuation.

**Special revenues**

Special revenues are derived from state and local option taxes dedicated to specific expenditure purposes, such as the motor vehicle tax, motor excise tax, real estate excise tax, motel and hotel tax, and the like. Some special revenues may be used to finance limited capital facilities, such as roads or parks, where the local option allows – such as the local real estate excise tax (REET).

**Debt service funds**

Debt service funds are derived from a dedicated portion of the property tax or general fund proceeds to repay the sale of general obligation (voted) and councilmanic (nonvoted) bonds. Both type of bonds may be used to finance park facility improvements – but not maintenance or operational costs.

**Municipal debt capacity**

1999 estimated assessed valuation			\$ 620,210,401
Debt type	Limit*	Amount	Debt @ 1/1/99
Councilmanic bond capacity	1.5%	\$ 9,303,156	\$ 1,865,000
General obligation bond capacity**	2.5%	15,505,260	2,295,000
Utility bond capacity**	2.5%	15,505,206	0
Park/open space bond capacity**	2.5%	15,505,206	0
Total	7.5%	\$46,515,780	2,295,000
Available capacity			\$ 44,220,780

\* Percent of the total estimated assessed valuation.

\*\* Require voter validation where cast votes equal at least 40% of the total votes cast in the last general election.

2008 estimated assessed valuation			\$1,706,193,620
Debt type	Limit*	Amount	Debt @ 1/1/2008
Councilmanic bond capacity	1.5%	\$ 25,593,000	\$ 9,976,000
General obligation bond capacity**	2.5%	42,655,000	9,976,000

Utility bond capacity**	2.5%	42,655,000	0
Park/open space bond capacity**	2.5%	42,655,000	3,426,000
Total	7.5%	\$127,965,000	13,402,000
Available capacity			\$ 114,563,000

\* Percent of the total estimated assessed valuation.

\*\* Require voter validation where cast votes equal at least 40% of the total votes cast in the last general election.

- Councilmanic (limited or nonvoted) bonds - may be issued without voter approval by the Council for any facility development purpose. The total amount of all outstanding nonvoted general obligation debt may not exceed 1.5% of the assessed valuation of all city property.

Limited general obligation bonds ~~must be~~ are paid from general governmental revenues. Therefore, debt service on these bonds ~~may reduce~~ reduces the amount of revenue available for current operating expenditures and the financial flexibility the Council may need to fund annual budget priorities. For this reason, councilmanic bonds are usually only used for the most pressing capital improvement issues.

- Unlimited general obligation bonds - must be approved by at least 60% of resident voters during an election which has a turnout of at least 40% of those who voted in the last state general election. The bond may be repaid from a special levy, which is not governed by the 6.0% statutory limitation on the property tax growth rate. Total indebtedness which may be incurred by limited and unlimited general obligation bonds together, however, may not exceed 2.5% percent of the assessed valuation of Gig Harbor.

Monies authorized by limited and unlimited types of bonds must be spent within 3 years of authorization to avoid arbitrage requirements unless invested at less than bond yield. In addition, bonds may be used to construct but not maintain or operate facilities. Facility maintenance and operation costs must be paid from general governmental revenues, or by voter authorization of special annual or biannual operating levies, or by user fees or charges.

**Enterprise funds**

Enterprise funds are derived from the supported by user fees and charges levied for utility operations. The enterprise revenues are used to pay operating costs, retire capital facility debt, and plan future replacement and expansion projects. Enterprise funds may be created for a park or recreation activity that has a revenue source sufficient to finance all costs. Enterprise funds have been used on a limited basis for golf courses, marinas, and similar self-financing operations.

**Expenditure trends by fund**

	General Fund	Special revenue	Debt service	Enterprise funds	Total expenditures
1996	\$3,799,498	\$2,171,459	\$805,633	\$4,908,612	\$11,685,202
1997	3,959,430	4,396,760	990,453	5,324,389	14,671,033
1998*	4,384,136	7,116,870	519,485	5,636,763	17,657,254
1999*	4,713,941	8,176,075	592,500	5,742,985	19,225,501

\* Budgeted amounts.

Gig Harbor's general and enterprise fund expenditures increased steadily, but not dramatically between 1996 and 1999—reflecting a relatively constant source of revenue and a planned improvements program for utilities and general governmental services.

Debt service fund expenditures declined during 1996 and 1999 as the city repays bonds issued in 1975, 1978, and 1987 for sewer and fire improvements, and a 1997 councilmanic bond issued to acquire Henderson Bay School for a proposed civic center.

Special revenue fund expenditures, however, increased significantly between 1996 and 1999 as the city annexed commercial areas and realized a larger proportion of a growing share of sales tax revenues, and motor vehicle related transportation improvement funds.

	General	Special Revenue	Debt Service	Enterprise	Total
2004	6,459,129	1,967,871	1,021,235	2,934,884	12,383,119
2005	7,400,699	10,346,196	1,051,680	2,843,682	21,642,257
2006	8,274,945	3,154,063	1,281,225	3,366,800	16,077,033
2007*	9,362,588	7,680,235	1,247,712	4,588,004	22,878,539

\* = estimated

Gig Harbor's general fund expenditures increased by nearly half between 2004 and 2007 while enterprise fund expenditures increased by slightly more than half over the same period. This reflects the city's rapid growth and suggests an available revenue source to provide support for a capital improvement program for the city's parks.

**Park, recreation, and open space expenditures**

	City expenditures		Parks
	General funds	Amount	
1989	\$ 1,564,834	\$ 131,772	8.4%
1990	2,256,601	120,664	5.3%
1991	2,289,333	111,547	4.9%
1992	3,326,459	76,869	2.3%
1993	2,515,576	91,329	3.6%
1994	2,555,723	126,702	5.0%
1995	3,969,038	179,842	4.6%
1996	3,799,498	245,074	6.5%
1997	3,959,430	560,550	14.2%
1998*	4,384,136	837,550	19.1%
1999*	\$ 4,713,941	979,295	20.8%
Total	35,334,569	2,481,899	14.2%

\* Budgeted amounts.

The annual expenditures for park, recreation, and open space functions fluctuated between a low of \$76,869 and a high of \$979,295 or between 2.3 and 20.8% of all general funds between 1989 and 1999.

<u>Year</u>	<u>General Fund Expenditures</u>	<u>Parks Expenditures</u>	<u>Percent</u>
<u>1997</u>	<u>\$ 3,959,430</u>	<u>\$ 560,550</u>	<u>14%</u>
<u>1998</u>	<u>4,384,136</u>	<u>837,550</u>	<u>19%</u>
<u>1999</u>	<u>4,713,941</u>	<u>979,295</u>	<u>21%</u>
<u>2000</u>	<u>5,000,370</u>	<u>541,748</u>	<u>11%</u>
<u>2001</u>	<u>4,436,790</u>	<u>2,191,410</u>	<u>49%</u>
<u>2002</u>	<u>6,064,209</u>	<u>3,453,038</u>	<u>57%</u>
<u>2003</u>	<u>7,584,161</u>	<u>1,080,301</u>	<u>14%</u>
<u>2004</u>	<u>6,459,129</u>	<u>759,676</u>	<u>12%</u>
<u>2005</u>	<u>7,400,699</u>	<u>682,424</u>	<u>9%</u>
<u>2006</u>	<u>8,274,945</u>	<u>874,040</u>	<u>11%</u>
<u>2007</u>	<u>9,362,588</u>	<u>1,109,371</u>	<u>12%</u>
<u>2008</u>	<u>13,222,432</u>	<u>7,073,500</u>	<u>53%</u>
<u>Totals</u>	<u>\$ 80,862,830</u>	<u>\$ 20,142,903</u>	<u>25%</u>

The annual expenditures for park, recreation, and open space functions exceed the 10 to 15% range for years in which property was purchased. 2008 is a year in which \$5.4 million in park development projects are planned.

## 6.2 Revenue prospects - general government

The following options could be used to deal with future capital improvement project needs:

### General levy rate referendums

#### Special legislation

Local government representatives can seek state enabling legislation authorizing new or special revenue sources. Senate Bill 5972 (RCW 82.46) is an example of one possible legislative solution. The 1982 bill gave city governments the option of adding an additional 0.0025% increment to the real estate excise tax (REET) for the sole purpose of financing local capital improvement projects including parks, utilities and other infrastructure except governmental buildings.

Like bonds, Senate Bill 5972 funds may not be used to finance operation and maintenance requirements.

#### General levy lid lift

The maximum property tax levy rate for the city is \$1.60 per \$1,000 of assessed valuation. Due to rising property values and the 1 percent limit on increases in property taxes, the levy rate for 2008 is \$0.94. This leaves \$0.66 in banked (unused) property tax capacity. A lid lift in 2008 would provide an additional \$1.1 million to the city's general fund. A lid lift requires a simple majority approval

from the voters in either a general or special election depending on the type of lift selected. The lift could be for one year, multiple years or permanent. The lift can be used for capital or operational expenses.

**Real Estate Excise tax**

The real estate excise tax is levied on all sales of real estate, measured by the full selling price, including the amount of any liens, mortgages, and other debts given to secure the purchase. The city levies this tax at the rate of 0.50 percent and receives about \$400,000 annually from this source.

**Unlimited general obligation bonds**

Gig Harbor may come to depend on voter referendums as a means of financing a larger portion of the capital improvement program, since Unlimited general obligation bonds are not paid from the property tax subject to the 6.0% limitation.

Voter approved capital improvements may be more representative of actual resident priorities than some other methods of validating capital expenditures, and will at the least, ensure referendum submittals provide widespread benefits.

**User fees and charges**

Gig Harbor may elect to use an increasing array of special user fees, charges, and special assessments to pay facility operating and maintenance capital requirements. The user fee approach may be difficult to impose on facilities that don't have readily identifiable or chargeable users - like some passive park or trail systems. The approach may be very responsive, however, for facilities and services that have an identifiable user group receiving a direct proportional benefit for the charge.

**6.3 Expenditures - park, recreation, and open space**

Gig Harbor park, recreation, and open space budgets provide for a variety of operational activities including administration and maintenance, as well as land acquisitions and facility developments.

**Park capital improvements**

	Staff	Total budget	New facilities	Percent
1989		\$ 131,772	\$ 42,635	32.4%
1990		120,664	17,505	14.5%
1991		111,547	16,369	14.7%
1992	0.80	76,869	5,845	7.6%
1993	0.80	91,329	4,737	5.2%
1994	0.99	126,702	15,333	12.1%
1995	1.60	179,842	48,561	27.0%
1996	2.30	245,074	99,484	40.6%
1997	2.37	560,550	381,300	68.0%
1998*	2.37	837,550	636,400	76.0%
1999*	2.37	979,295	733,400	74.8%
Total	na	\$ 3,461,194	\$ 2,001,569	57.8%

	<u>Parks Staff</u>	<u>Total Budget</u>	<u>New Facilities</u>	<u>Percent</u>
<u>1998</u>	<u>2.50</u>	<u>1,972,486</u>	<u>1,794,640</u>	<u>91%</u>
<u>1999</u>	<u>2.45</u>	<u>667,805</u>	<u>465,928</u>	<u>70%</u>
<u>2000</u>	<u>2.60</u>	<u>541,748</u>	<u>362,585</u>	<u>67%</u>
<u>2001</u>	<u>3.80</u>	<u>2,191,410</u>	<u>1,994,269</u>	<u>91%</u>
<u>2002</u>	<u>3.32</u>	<u>3,573,528</u>	<u>3,282,614</u>	<u>92%</u>
<u>2003</u>	<u>3.93</u>	<u>1,080,301</u>	<u>782,994</u>	<u>72%</u>
<u>2004</u>	<u>4.13</u>	<u>759,676</u>	<u>413,627</u>	<u>54%</u>
<u>2005</u>	<u>6.57</u>	<u>680,012</u>	<u>155,776</u>	<u>23%</u>
<u>2006</u>	<u>9.06</u>	<u>874,040</u>	<u>262,457</u>	<u>30%</u>
<u>2007</u>	<u>7.72</u>	<u>1,109,371</u>	<u>398,662</u>	<u>36%</u>
<u>2008</u>	<u>9.92</u>	<u>6,548,720</u>	<u>5,610,800</u>	<u>86%</u>
<u>Total</u>	<u>n/a</u>	<u>\$ 19,999,097</u>	<u>\$ 15,524,252</u>	<u>78%</u>

\* Budgeted amounts.

Since 1989, Gig Harbor has invested ~~\$2,001,569~~ \$15,524,252 or ~~57.8%~~ 78% of all park, recreation, and open space expenditures in new facility acquisition and development – the remainder going for operations, maintenance, and repair staff, equipment, and contract services. During this time period, the city accomplished the following projects using a combination of general funds, grants, donations, and self-help volunteer:

- City Park at Crescent Creek - redeveloped the tennis court, parking lot, restroom, picnic area and playground, ballfield bleachers and backstop,
- Jerisich Dock/Skansie Park – expanded the dock, renovated the restroom, replaced the sidewalk, installed a pumphouse, and provide sewer and water services to moorage slips,
- Bogue Overlook – developed the overlook platform,
- Harborview Trail – installed planters,
- WWTP – acquired additional property to provide a trailhead for the Narrows/Purdy Trail,
- Wollochet Wetlands – arranged for the donation and development of trail access,
- Finholm Hillclimb – assistance to self-help effort to build staircase and landings,
- Old Henderson Bay School/Civic Center – acquired the school property (take possession in the year 2000) for a combination civic center and park expansion,
- Old Ferry Landing – master plan for the development of an overlook park and structure at the end of Harborview Drive,
- Narrows/Purdy (Cushman) Trail – participate with Pierce County in the master planning of the multipurpose trail project from Reid Drive to the park-n-ride lot, and

- Skateboard Court and Climbing Wall – designed and funded the development of a skateboard facility and a boulder rock climbing wall at the proposed Civic Center site at Old Henderson School, and
- ~~Borgen Property – funded the acquisition of the Borgen Property for a combination resource conservation and activity park.~~
- Eddon Boat Park – acquired the two waterfront properties which make up the park in order to preserve the Eddon Boat Building for public programming and to provide additional water access.
- Austin Estuary – funded the acquisition of the estuary for for a combination resource conservation and passive park.
- Donkey Creek Park – funded the acquisition of the Borgen Property for a combination resource conservation and activity park. Purchased a conservation easement to daylight the creek and connect it to the Austin Estuary Park.
- Kenneth Leo Marvin Veterans Memorial Park – acquired this Westside property located on 50<sup>th</sup> Street for recreational purposes.
- Wilkinson Farm – acquisition of the 16.3 acre parcel and preservation of the historic barn in conjunction with the interim park development of the site.

#### **6.4 Revenue sources – park, recreation, and open space**

Besides general funds accounts, Gig Harbor can generate revenue for park, recreation, and open space purposes from a variety of other sources.

##### **Special revenue funds**

A number of special revenue generating devices may be employed to create funds for park, recreation, and open space developments in Gig Harbor. Special revenue accounts include the proceeds (other than special assessments) or the finances of specified activities related to park, recreation, and open space development as required by law or administration regulations. For example,

- Paths and Trails Reserve - was established under State of Washington RCW 47.30 to provide for the establishment and maintenance of paths and trails within the right-of-way of county roads. The reserve is funded by 0.005% of the gas tax revenue collected within Gig Harbor on an annual basis.

Special revenue funds can create a source of dedicated financing for specific activity or local area improvements. Generally, however, the reserves will not create the magnitude of funds necessary to implement facility projects of a scale needed throughout Gig Harbor. The concept must be employed on a wider scale, or the concept needs to be supplemented by other financing devices if Gig Harbor's needs are to be satisfied.

##### **Federal park, recreation, and open space project grants**

Federal monies are available for the construction of outdoor park facilities from the National Park Service's Land and Water Conservation Fund (LWCF). The grants are administered by the Washington State Interagency Committee for Outdoor Recreation (IAC).

- NPS (National Park Service) grants - usually do not exceed \$150,000 per project and must be matched on an equal basis by the local jurisdiction. The IAC assigns each project application a priority on a competitive statewide basis according to each jurisdiction's need, population benefit, natural resource enhancements and a number of other factors. In the past few years, project awards have become extremely competitive as the federal government significantly reduced the amount of federal monies available the NPS program.



The state increased contributions to the program over the last few years using a variety of special funds, but the overall program could be severely affected by pending federal deficit cutting legislation.

Applicants must submit a detailed comprehensive park, recreation, and open space plan to be eligible for NPS funding. The jurisdiction's plan must demonstrate facility need, and prove that the jurisdiction's project proposal will adequately satisfy local park, recreation, and open space needs and interests. Due to diminished funding, however, IAC grants have not been a significant source of project monies for city or other local jurisdictions in recent years.

- ISTEA (Intermodal Surface Transportation Act) grants - can be used to finance on and off-road nonmotorized trail enhancements along major and minor arterial collectors roads or sometimes, within separate trail corridors. The program was adopted in 1993 and is administered by the IAC on behalf of the US Department of Transportation.

#### **Washington State project grants**

Washington State created a number of new programs in recent years for park, recreation, and open space purposes using special state revenue programs. Recently enacted programs include the:

- Aquatic Lands Enhancement Act (ALEA) - initiated on a trial basis in 1985, and since renewed and expanded, uses revenues obtained by the Washington Department of Natural Resources from the lease of state owned tidal lands. The ALEA program is administered by the IAC for the development of shoreline related trail improvements and may be applied for the full cost of the proposal. In recent years, Gig Harbor used ALEA program grants to expand the dock and landing at Jerisich Park.
- Referendum 39 - a Department of Ecology administered water quality program provides grants for up to 75% of the cost of water quality/fish enhancement studies. Referendum 39 monies can be applied to park developments that propose to restore, construct or otherwise enhance fish producing streams, ponds or other water bodies.
- Washington State Parks & Recreation Commission - initiated a program that may be used for water craft sanitary pump-out facilities. Gig Harbor has a pending grant application to provide water and sewer services to the moorage slips in Jerisich Park.

#### **Funding implications**

Gig Harbor acquired a quality park, recreation, and open space inventory using land donations, grants, project development mitigations, and a healthy allocation of property tax derived general funds. However, these sources will not continue to yield enough money with which to initiate major facility development and/or with which to accomplish major cyclical maintenance requirements. In addition, in light of the 6.0% statutory limit on local property tax yield's affect on discretionary funding in general, Gig Harbor can no longer depend entirely on traditional revenue sources as a means of funding capital improvement projects.

Gig Harbor must devise new financial strategies with which to develop facilities to meet resident park, recreation, and open space interests.

## **6.5 Revenue prospects - park, recreation, and open space**

### **User fees and charges**

Gig Harbor may charge user fees and use the proceeds to purchase land, develop, operate, and maintain facilities where all costs are reimbursed by the revenue obtained. User fees could finance facilities whose profit margins are too low to sustain commercial operations or whose benefiting user group may extend beyond city boundaries. Essentially, Gig Harbor could become a facility developer/operator providing whatever facilities or services the market will support from user revenue.

However, user fee administration, management and collection costs can also be significant consuming from 25 to 75% of the gross proceeds for facilities that have low user volumes, turnover or fee charges. Conversely, user fee charges may be relatively easy and efficient to collect on facilities that have very high user volumes, turnover or fee charges, or that are relatively easy to administer. High volume activities, in fact, may generate revenue sufficient to pay all facility operating and maintenance costs with some revenue surplus.

User fees and charges should be explored as one possible method of obtaining operational monies from facility users who most directly benefit and who may be most willing to pay for an activity facility and program.

Gig Harbor could charge fees for admission into recreational programs, such as youth athletic leagues, or the use of recreational facilities, such as athletic fields, indoor facilities like the Bogue Building, and transient moorage at Jerisich Park.

### **Special use agreements**

Special property agreements can often be used instead of property purchases to secure public use rights for land or property at no cost or a nominal fee, particularly where the possible public use is of benefit to the private landowner. Some forms of special use agreements can provide favorable tax benefits if the use agreement can be shown to have an assigned value.

Gig Harbor could expand the use agreement concept to include complete development, operation or maintenance responsibilities - as in the possible development of a multipurpose trail corridor under the powerlines along the SR-16 corridor. Package lease agreements may provide more effectively maintained facilities than is possible where Gig Harbor must staff specialized, small work crews.

Sometimes package lease agreements covering use and maintenance aspects may be the only way of resolving an equitable agreement with the private ownership.

### **Public/private service contracts**

Private market skills and capital may be employed in a variety of ways including the use of public/private services contracts where a private party can be contracted to operate and maintain a facility for a fixed fee cost. Service contracts can be very efficient where the activities are small, scattered in location, seasonal, expert or experimental. Service contracts are also relatively easy to initiate or terminate if area demand fails to provide sufficient use or revenue to justify continued operation.

Service contracts may be very flexible and include agreements with school districts, local user groups or commercial operators who would be interested in sustaining the activity on a subsidized or sweat-equity or loss-leader basis in exchange for the facility. Examples could include the operation of rental boat facilities at Jerisich Park.

**Public/private concessions**

Gig Harbor could lease a portion of a site or facility to a private party in exchange for a fixed fee or a percentage of gross receipts. The private operator assumes operation and maintenance responsibilities and costs in exchange for a profit. Gig Harbor's portion of the profits may be used to pay facility development costs at the same or for similar facility developments.

Concessions can save Gig Harbor considerable monies where the activities are specialized, seasonal, experimental or unproven. Concessions can be easily initiated, provide direct user benefit/cost reimbursements, and relieve Gig Harbor of a capital risk should market or user interest fail to materialize to a least break-even levels.

Concessionaires could operate a wide variety of facilities including kayak and other boat rentals at Jerisich Park, and bicycle rentals along proposed multipurpose trail corridors.

**Public/private joint development ventures**

Gig Harbor can enter into an agreement with a private or public developer to jointly own or lease land for an extended period of time to allow development, operation, and maintenance of a major recreational facility or activity in exchange for a fixed lease cost or a percentage of gross receipts.

The developer assumes development, operation, and maintenance responsibilities, costs, and all market risks in exchange for a market opportunity providing a profitable return not otherwise available. Gig Harbor realizes the development of a facility that may not be realized otherwise in exchange for a low minimum capital return and no or very little capital risk.

Joint development agreements represent an ultimate benefit/cost resolution providing public revenue which Gig Harbor could use for other development opportunities. Examples include the possible joint development on city lands of indoor swimming pools, tennis courts, physical conditioning centers, and child care facilities, among others.

**Self-help land leases**

There are instances where an activity is so specialized in appeal or of a service area so broad in scope that it cannot be equitably financed using general public funds. Specialized user groups should be provided options for developing or maintaining facilities in ways accounting for equitable public cost reimbursements. Examples include the use of land leases where Gig Harbor may lease land at low or no cost to a user group or club who assumes responsibility for the development, operation, and maintenance of the facility. The club could provide volunteer help or use club finances to develop, operate, and maintain the facility as a means of meeting user benefit/cost objectives.

Land lease agreements could accommodate organized athletics like soccer, baseball, football, softball, and rugby; or very specialized facilities like skateboard parks, among others.

**Self-help contract agreements**

Gig Harbor can purchase land, develop, operate, and maintain a specialized facility under a negotiated contract agreement where a special interest group agrees to defray all costs in addition to or in lieu of a user fee as a means of meeting user benefit/cost objectives. The agreements can be quite flexible and could contract Gig Harbor, the user group, another public agency or a private operator to be developer/operator.

Contract agreements may accommodate a range of more expensive special purpose facility developments including high quality athletic competition facilities for league organizations or schools; and specialized facility developments when and where the user organization can provide financial commitments.

**Growth impact fee mitigations**

Gig Harbor recently developed and adopted a growth impact fee provision in accordance with the recently enacted Washington State Growth Management Act (GMA). The park impact fee will be applied to all proposed residential developments within the Gig Harbor corporate limits by the city as a means of maintaining existing park, recreation, and open space levels-of-service (ELOS). The ordinance estimates the impact each development project has on park, recreation, and open space facilities within the project's local service zone and makes provisions for setting aside the resources, including lands or monies, necessary to offset the project's local or neighborhood and community or regional facility impacts.

The dollar value of the project's park, recreation, and open space impact can be offset by the project developer of an amount equal to the combined facility acquisition and development costs that Gig Harbor and/or another providing agency would incur to maintain the same existing level-of-service (ELOS).

A developer is allowed to choose any combination of land or cash mitigation measures including credit for any park or recreation facilities to be included within the project development. The ordinance considers the following when determining the types of mitigation measures or development credits that could be made available to the developer:

- will the facility - be available to the public,
- have a designated owner - responsible for continuing operation and maintenance (the owner may be a common property owner's association, school district or other agency), and
- correspond to and not exceed or vary from - the types of park, recreation, and open space facilities that are being impacted (a developer could provide but should not be able to take full credit value for facilities for which there is no shortage, impact or local interest).

Land contributions can be accepted in lieu of monies if the lands would be suitable sites for future facilities. Land and monies accumulated under the proposed ordinance must be invested within a reasonable time of impact assessment or be returned to the contributing developer.

Gig Harbor will conduct periodic program reviews with residents, user groups, the school district, and other agencies to decide the most efficient and representative way of delivering the facilities mitigated by the ordinance. Alternative delivery methods may include:

- acquisition of suitable sites - in conjunction with other public or school facilities including title transfer if other public or school agencies enter into special agreements assuming development, operation, and maintenance responsibilities and costs,
- development of facilities - on other public or school sites if other public or school agencies enter into agreements assuming future operation and maintenance responsibilities and costs, or
- any other alternative - including development, operation or maintenance proposals by user groups or private concessionaires or developers that provide a viable facility in accordance with the park, recreation, and open space strategies outlined.

#### **Interlocal agreements**

Gig Harbor should also work with Pierce County to determine an equitable means whereby growth mitigation park impact fees can be collected for residential developments occurring within the urban growth area outside of existing city limits, but within the area the city eventually expects to annex.

A joint growth impact fee should be collected where the county and city maintain the same local and regional or citywide level-of-service (LOS) presently existing within the incorporated (city) and unincorporated (county) sections, and for the urban growth area in total. A common fee could be collected by each agency, then shared on a project by project basis for improvements benefiting local neighborhoods (and potential residents of proposed subdivisions) or residents of the community and urban growth area-at-large.

Gig Harbor should also work with the Peninsula School District to determine to what extent the agency can cooperatively finance shared or common facility improvements, possibly using co-located school and park sites, commonly improved and scheduled fields and facilities, and the sharing of park and school growth impact fees - among other options.

It is to Gig Harbor's advantage to assist Pierce County and the Peninsula School District with the development and operation of common facilities since these facilities serve residents of the urban growth area.

In return, however, Pierce County and the Peninsula School District must determine some equitable means whereby the city, county, and school district perform or reimburse each other for some of the added facility maintenance and operational impacts that users from the urban growth area create on each agency's facilities.

### **6.6 General funding strategies**

Using the strategies described above, funding sources should generally be matched to specific needs to avoid duplication and take advantage of each fund's specific possibilities. For example:

#### **Program services**

Fees and charges should be used to finance program services to the maximum extent possible and practical to provide cost/benefit equities and efficiencies. General funds should be used to cover shortages where fees cannot be readily collected, as in most special events, or where fees may not be easily raised to cover all operating costs.

**Facility operation, maintenance, and minor construction**

General funds should be used to pay operation and maintenance costs for facilities and activities that cannot be financed with fees and charges or financed with other funding methods. General funds are flexible and can be adjusted to meet annual programming variations or priorities.

Where appropriate, maintenance and operation funds for facilities that are impacted by urban growth area, regional, and tourist users should be reimbursed or provided by Pierce County subject to the pending resolution of an interlocal agreement on planning and services.

The funds collected from the excise tax on real estate sales (REET) should be used to finance minor construction improvements to existing properties. The money should also be used to help purchase sites when opportunities arise that cannot await other, less flexible funding methods. Like general funds, the money collected from excise taxes are flexible and can be adjusted to meet annual programming needs or sudden changes in priorities or opportunities.

**Recreational facility development**

Recreational facilities, athletic courts, and fields in particular, are important to Gig Harbor's programs but satisfy relatively small proportions of the population compared with park and trail facilities. Bonds and other fixed forms of financing should be used to pay for the development of parks, trails, and other facilities that residents assign high priorities. Recreational facilities should be financed with general funds, excise tax revenues, and other more flexible sources of financing.

Gig Harbor should investigate the possibility of implementing a wide range of joint recreational facility developments with Pierce County and the Peninsula School District where these agencies finance acquisition and development costs using open space and school facility development bonds, or conservation futures and real estate excise taxes - and Gig Harbor finances annual operating and maintenance needs using service charges and general funds. Joint venture agreements could better match costs/benefits with users, avoid duplication, save cost, increase service, and allow each agency to make the best use of available funds.

**Parks, natural areas and trail development**

Parks and trails benefit the largest percentage of the population and will probably be easier to obtain voted bond issues for than other more specialized uses. General obligation bond packages could finance the conservancies and trail acquisition and development proposals contained within the development plan. The bond offering could also contain proposed recreational facilities, like the development of another major athletic competition complex, waterfront park, and/or community center for which there are major demands and likely to be broad based support throughout Gig Harbor.

When necessary and appropriate, councilmanic bonds could be used to purchase sites when opportunities require fast action, or to match possible the

State of Washington Interagency (IAC), the National Park Service's Heritage and Conservation Resource Service (HCRS), the US Department of Transportation's ISTEA enhancement funds, the Washington Department of Natural Resources' Aquatic Lands Enhancement Act (ALEA) or other state or federal grants for park and trail developments.

**Special developments**

Some proposed projects represent unique facilities that may not be easily financed with conventional funding methods. Gig Harbor should explore the opportunities that may be available for the development and funding of joint public/private facilities with private property owners or developers. Joint ventures could save costs, reduce annual program requirements and provide city residents services and facilities not available or provided otherwise in Gig Harbor.

**Growth impact fee mitigations**

Continued residential developments within Gig Harbor's existing corporate limits and future urban growth area will severely stress existing city and county facilities and services. Consequently, Gig Harbor and Pierce County recently instituted environmental and growth impact fee mitigation measures in accordance with the recently enacted Washington State Growth Management Act (GMA) as a means of preserving unique sites and of requiring land developers to help finance facility developments offsetting project impacts. The city and county should continue to review the fee amounts to make sure collections equal impact costs.

## Chapter 9: Plan elements

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The following proposals concerning elements of the park, recreation, and open space plan are based on the results of field analysis, environmental inventories, demand analysis, workshop planning sessions, and the telephone survey of resident households.

The descriptions are organized by the major type of land or activity provided by a site or property. Any particular park may include one or all of the following features.

The descriptions provided in this section describe the improvements that will be accomplished under each major type of plan element - see each element for a composite description for any particular site.

See also the chapters on existing land and facilities or opportunities for a description of each site's current conditions, ownership, and other particulars.

### **9.1 Conservancies - environmental**

Resource conservancy lands may be protected that retain wildlife habitat for threatened and endangered species throughout Gig Harbor. Generally, conservancy lands may conserve, restore, and provide access to wetlands, woodlands, foraging and nesting areas, migration corridors, and other unique ecological areas.

Lands may also be acquired that conserve viable wildlife habitat or migration corridors between and within developed areas including occasional wetlands, bogs, woods, ravines, and other features.

To the extent possible and practical, conservancy lands may link preserved open spaces (even though these lands may not be publicly accessible) to create wildlife migration corridors, greenways, and open space networks that visually define and separate developed areas from each other in accordance with the objectives of the Washington State Growth Management Act (GMA).

To the extent practical, some conservancy lands may provide nature and interpretive trails, exhibits, and interpretive facilities to increase public awareness and appreciation for significant and visually interesting wildlife features. Some supporting services may also be developed including limited wildlife viewing blinds, trailheads, parking lots, and restrooms.

Conservancy activities may be located on independent properties or include portions of other sites provided for resource activities, trail corridors, or other public



facilities. Conservancies may also be developed on other publicly-owned lands subject to public use agreements or easements; or on lands acquired for other public purposes including stormwater management, groundwater recharge, and wastewater treatment.

**Vision**

As described herein, wildlife habitat/resource conservancies may be realized through:

- acquisition of title and/or development rights of habitat lands - that would otherwise be developed for other land uses;
- provision for public access and interpretive use - which would not be possible if the lands remained in private ownership; and
- conservation for wildlife migration corridors - through developing urban areas and neighborhoods.

**Existing conservancy sites**

The following sites contain features with important marine, estuarine, freshwater, and terrestrial habitat value.

1	City Park at Crescent Creek	Major estuarine and freshwater habitat on Peninsula – a potential salmonoid spawning and rearing area. Includes significant wooded areas within and adjacent to riparian corridor with freshwater and terrestrial habitat value.	0.8
2	Grandview Forest Park	Last major second growth forest stand within city limits with terrestrial habitat value.	8.8
3	Wilkinson's Homestead	Largest wetland pond within city limits adjacent to holly orchard and meadows with freshwater and terrestrial habitat value.	14.3
4	Tallman's Wetlands Property	Largest wetland system within city limits – provides recharge for surface water drainage west of SR-16 with freshwater habitat value.	16.0
<del>6</del> 5	<del>Borgen Property/ Donkey Creek Park and Hatchery</del>	<del>Wooded riparian corridor along North (Donkey) Creek including a 30 year old fish hatchery with critical estuarine, freshwater, and terrestrial habitat value. Nature interpretive exhibit opportunity.</del>	0.5
5	Gig Harbor Peninsula Historical Society	<del>New site on Burnham Drive conserves significant second growth woodlands adjacent to North/Donkey Creek corridor with terrestrial habitat value.</del>	8.0
6	<u>DNR Swede Hill</u>	<u>Steep, wooded hillside overlooking McCormick/North (Donkey) Creek with major freshwater and terrestrial habitat value – possible rezone and management by Pierce County Parks &amp; Recreation.</u>	<u>40.0</u>

<u>7</u>	<u>Austin Estuary Scofield Tidelands</u>	<u>Tidelands at the north end of the harbor adjacent to the confluence of North/Donkey Creek with significant marine and estuarine habitat value.</u>	<u>1.8</u>
<u>8</u>	<u>Jerisich Dock /Skansie Park</u>	<u>Gig Harbor shoreline with marine and estuarine habitat value.</u>	<u>2.5</u>
<u>9</u>	<u>Eddon Boat Park</u>	<u>Located at the corner of Stinson and Harborview Drive, the park includes significant tidelands</u>	<u>2.9</u>

**Total acres\*** **94.0**

\* Portions of site providing resource conservancy value.

**Proposed conservancy sites**

The following sites may be provided conservancy protection through easements, land use agreements, or acquisitions.

<del>7</del>	<del>DNR Swede Hill</del>	<del>Steep, wooded hillside overlooking McCormick/North (Donkey) Creek with major freshwater and terrestrial habitat value — possible rezone and management by Pierce County Parks &amp; Recreation.</del>	<del>40.0</del>
<del>8</del>	<del>Scofield Tidelands</del>	<del>Tidelands at the north end of the harbor adjacent to the confluence of North/Donkey Creek with significant marine and estuarine habitat value. Nature interpretive exhibit opportunity.</del>	<del>1.8</del>
10	Wheeler Street Road-end	Tidelands and second growth woodlands at the confluence of Crescent Creek with marine, estuarine, freshwater, and terrestrial habitat.	1.1
11	Burnham Drive	Wooded riparian corridor along North (Donkey) Creek with freshwater and terrestrial habitat.	5.5
42	Jerisich Park/Skansie Property	Gig Harbor shoreline with marine and estuarine habitat value.	0.9
12	City Park at Crescent Creek	Wooded riparian corridor along Crescent Creek with freshwater and terrestrial habitat.	6.0
<u>13</u>	<u>North/Donkey Creek Corridor</u>	<u>This forested area to the northwest of Donkey Creek Park includes significant forest lands and terrestrial habitat as well as extensive salmonoid habitat.</u>	<u>50.0</u>
<u>14</u>	<u>Hoppen Property at the mouth of Crescent Creek</u>	<u>This tideland Tidelands at the northeast corner of the harbor adjacent to the confluence Crescent Creek with significant marine and estuarine habitat value.</u>	<u>unk</u>

15	<u>Old Miller Property adjacent to City Park at Crescent Creek</u>	<u>This parcel's western most boundary abuts Crescent Creek and is of conservation and recreational park value. This parcel would be incorporated into the existing park for recreational and conservational purposes.</u>	<u>unk</u>
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**Total acres\*** **62.6**

\* Sites include portions providing resource conservancy habitat. Sites may also include characteristics that may be listed under other plan element proposals.

## 9.2 Conservancies - historical

Resource properties may be protected that retain and preserve significant historical and cultural sites and facilities throughout Gig Harbor. Generally, historical conservancy properties may be acquired that conserve and provide interpretive access to significant sites including original homesteads or prominent building sites, commercial or public buildings of unique architectural characteristics, locations of important industrial or resource oriented activities, and other culturally important areas. Lands may also be acquired that conserve significant man-made constructions on the land including bridges, dikes, dams, and other features.

To the extent possible and practical, historical sites and buildings will be linked with other park lands to create activity centers or facilities that reflect the original cultural use. In some instances, the buildings or sites may be adapted to provide supporting services such as trailheads, parking lots, restrooms, and utilities.

To the extent possible and practical, historical buildings and structures will be conserved on their original sites. In some instances, however, the buildings or other improvements may be relocated to other public properties in order to better conserve, display, or provide interpretive access.

To the extent practical and protecting of archaeological significance, historical or archaeological sites may be marked or signed as part of the conservancy park element. Interpretive signs may be located off-site or in areas that do not risk exposure or possible vandalism of underlying archaeological resources or properties (including private lands).

### Vision

As described herein, historical conservancies may be realized through:

- acquisition of title and/or development rights of properties that would otherwise be destroyed or developed for other land uses;
- provision for public access and interpretive use which would not be possible if the properties remained in private ownership; and
- provisions for signing and interpretation subject to appropriate security measures and underlying property owner agreements.

### **Existing historical/cultural sites**

The following sites contain features or improvements with significant historical or cultural value.

1	Wilkinson Homestead	The Wilkinson family's original farmhouse, barn, and outbuildings with an adjacent holly orchard, meadow, and extensive wetlands. Represents the last	16.3
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		remaining typical working farm in the Gig Harbor area.	
2	Old Ferry Landing – Harborview Drive Road-end	Developed in the 1890s to provide a car ferry terminal between Gig Harbor, Tacoma, and other Puget Sound destinations. Original pilings visible in the tidelands at the end of the roadway right-of-way.	1.0
3	Randall Street Boat Launch – Young’s Landing	Developed in 1890 as Young’s Landing or the Boat Landing to provide commercial boat access to the harbor. Some original pilings may be visible during low tides.	0.2
4	Austin Estuary	Tidelands and sandy shoreline located at the north end of the inner harbor adjacent to the confluence of North (Donkey) Creek. Some part of the property may include the historical location of a Nisqually Indian Village that occupied the site until 1883.	1.8
5	Eddon Boat Building/Park	Tidelands, park and historic building located at the intersection of Stinson and Harborview Drive. Represents the last existing property illustrating Gig Harbor’s boat building history.	2.9
<b>Total acres*</b>			<b>22.2</b>

\* Total acreage includes portions devoted to historical purposes.

**Proposed historical/cultural sites**

The following sites may be provided conservancy protection through easements, land use agreements, or acquisitions.

6	<u>Gig Harbor Marina</u> (Skansie Shipyards)	A complex of wharf buildings and weighs constructed of wood and extending over the water on pilings. The shipyard was begun in the late 1880s and evolved into a major boat building establishment for the Puget Sound purse seine fishing fleet. The net shed was built in 1910, the last buildings additions in 1945. Other than repairs, there have been no major alterations to the original shipyard.	0.9
5	Scofield Tidelands	Tidelands and sandy shoreline located at the north end of the inner harbor adjacent to the confluence of North (Donkey) Creek. Some part of the property may include the historical location of a Nisqually Indian Village that occupied the site until 1883.	1.8

7	Crescent Valley School - Masonic Building	A one-story building with basement, truncated hip roof and rear exterior chimney. Built in 1915 by the Crescent Valley School District to provide for increasing student enrollments. Used until 1941 when the small school districts serving the peninsula was consolidated into the Peninsula School District. Bought in 1949 and remodeled by the Masonic Temple Association.	1.3
8	St Nicholas Church	A single frame church building with a gable roof and returned eaves. Before 1914, mass was conducted in local homes by priests from St. Leo's Church in Tacoma who visited Gig Harbor once or twice a year. The money to build the church was raised by subscription and donations from the canneries and fishermen's supply houses.	1.6
9	<u>Ancich/Tarabochia Home &amp; Commercial Fishing Dock</u>	<u>The site consists of a two story single family home, a netshed and a Commercial Fishing dock on the Westside of the harbor near Eddon Boat Park.</u>	<u>unk</u>

**Total acres\*** **3.8**

\* Sites include portions providing historical resource value. Sites may also include characteristics that may be listed under other plan element proposals.

### 9.3 Resource parks

Resource lands may be conserved in Gig Harbor that provides public access to significant environmental features. Generally, environmental resource activity parks may provide access to significant streams, wetlands, woodlands, other unique ecological and wildlife habitats, and scenic areas.

To the extent possible and practical, resource lands will be linked with other preserved open spaces (even though these lands may not be publicly accessible) to create greenway corridors and open space networks that visually define and separate developed urban areas from each other and the surrounding rural landscapes in accordance with the objectives of the Washington State Growth Management Act (GMA). Greenway corridors will also be located to provide migration routes for wildlife between urban areas and significant habitats.

To the extent practical, resource lands may also be traversed and linked by all types of trail corridors to increase access to and through significant and visually interesting features.

Resource-oriented facilities may be developed that provide public use and enjoyment of appropriate and capable portions of environmental resource sites throughout Gig Harbor. Water-oriented resource activity improvements may provide a distribution of swimming and sunbathing sites, fishing piers, docks, and boat launches.

Where appropriate, resource-oriented sites may also be improved with a variety of outdoor facilities including group and individual campsites, picnic facilities, playgrounds, and open grassy playfields. Supporting services may also be developed including parking lots, restrooms, and utilities.

Resource activities may be located on independent properties or include portions of other sites provided for resource conservancies, trail corridors, athletic facilities or other public facilities. Resource activities may also be developed on other publicly-owned lands subject to public use agreements or easements; or on lands acquired for other public purposes including stormwater management detention and retention ponds, and wastewater treatment sites.

**Vision**

As described herein, the resource activities vision will be realized through:

- acquisition of resource lands - that would otherwise be developed for other land uses;
- provision of public access - and use of natural features which would not be possible if the lands remained in private ownership; and
- conservation for public access - and use of unique and available natural features that visually define and separate developed areas and neighborhoods.

**Power boat launch ramps**

**Existing**

1	Randall Street Boat Launch	Paved boat launch ramps into Gig Harbor with limited boat trailer parking provided on local residential side streets.	2
na	Private marinas	Numerous launch ramps and hoists provided by private marinas for moorage tenants or a fee around the Gig Harbor shoreline.	unk

**Total ramps**

**2**

**Boat moorage**

**Existing**

1	Jerisich Park	Transient boat moorage slips with sewer, water, and power services.	10
2	Peninsula Yacht Club	Commercially operated marina with 3 double-loaded piers – 2 of which are covered.	136
3	Tiderunner Marina	Commercially operated marina with a double-loaded pier.	18
4	Murphy's Landing	Recent completed facility with 3 double-loaded piers, a clubhouse, public access trail, and fishing pier.	78
5	Westshore Marina	New facility with 2 double-loaded piers located below waterfront condominiums.	72
6	Ancich-Tarabochia Marina	Private facility with a double-loaded pier for commercial fishing craft.	20
7	Bujacich Marina	Private facility with a double-loaded pier for commercial fishing craft.	18
8	Luca's Landing	Private facility with a single side of a double-loaded pier for commercial	18

		fishing craft.	
9	Millville Marina	Private facility with a single side of a double-loaded pier (shared with Luca's Landing) for commercial fishing craft.	24
10	Malich Marina	Private facility with a double-loaded pier for small craft.	12
11	Anderson's Harborplace Marina	Private facility with a double-loaded pier.	18
12	Hauge's Marina	Private facility with a double-loaded pier with side mooring.	10
13	Stanich Dock	Private facility with side moorings at the end of a gangway located below a waterfront condominium complex.	14
14	Arabella's Landing	Private facility with a single-loaded pier located below waterfront condominiums.	48
15	Bayview Marina	Private facility with a double-loaded pier.	18
16	MacIntosh Marina	Commercially operated facility with a double-loaded pier.	6
17	Harborview Condo Marina	Commercially operated facility with a double-loaded covered pier.	36
18	Pleasurecraft Marina	Commercially operated facility with a double-loaded covered pier.	56
19	Gig Harbor Marina	Commercially operated facility with 2 double-loaded partially covered piers.	106
20	Tides Tavern	Transient moorage located in Soundview Drive public right-of-way for patrons of the tavern.	12
21	Sunset Yacht Club	Commercially operated facility with 2 double-loaded piers.	16
<b>Total estimated moorage slips</b>			<b>746</b>

**Waterfront/overlook access docks/piers**

**Existing**

1	<u>Jerisich Dock/ Skansie Park</u>	Fishing and transient boat moorage access pier and floating platform into Gig Harbor providing space for 10 transient moorage slips with sewer, water, and power services.	2,702 platform 4,675 dock and overlook
2	Bogue Viewing Platform	Pier-supported multilevel wood deck with tables, benches, and platforms providing views of the north end of the harbor.	800
3	Dorotich Street Road-end	Walkway and viewing platform located at the end of Dorotich Street below the clubhouse to Arabella's Landing.	1,600
4	Harborview/North Harborview Viewpoint	Overlook or north harbor at the end of Austin Street adjacent to the outflow of North (Donkey) Creek.	60
5	People's Dock/Tides Tavern	1910 Westside Grocery (People's Dock) with a landing and ramp for Mosquito Fleet steam ships and ferry boats – presently used by patrons of the tavern.	unk
6	<u>Old Ferry Landing</u>	Overlook structure at end of roadway	1,000

		<u>and historic old ferry terminal access road with view of Commencement Bay and access to beach.</u>	
na	Private marinas	Numerous floating platforms, piers, and other over-water access sites – usually off-limits to other than moorage tenants.	unk
<b>Total estimated square footage</b>			<b>10,837</b>

**Proposed**

6	Old Ferry Landing	<u>Overlook structure at end of roadway and historic old ferry terminal access road with view of Commencement Bay and access to beach.</u>	1,000
7	Wheeler Street Road-end	Fishing and handcarry access pier and platform into the north end of Gig Harbor adjacent to Crescent Creek confluence.	2,000
8	Wilkinson Homestead	Overlook platform to provide viewpoint and access onto major freshwater wetlands behind holly orchard.	500
9	<u>Eddon Boat Park</u>	<u>After the extensive environmental cleanup project, which includes the removal of the existing dock, the installation of a new dock would allow pedestrian access to the water.</u>	<u>unk</u>
10	<u>Jerisich Dock</u>	<u>Installation of an additional dock float which would be connected to the existing dock and form an L shaped arm to the south of the existing span.</u>	<u>unk</u>
<b>Total square footage</b>			<b>2,500</b>

**Waterfront access points and swimming beaches**

**Existing**

4	City Park at Crescent Creek	Sandy shoreline and wading beach adjacent to picnic area and playground.	4
2-1	<u>Jerisich Dock/ Skansie Park</u>	Tidelands in inner harbor adjacent to access pier and moorage dock, and armored shoreline.	1
3-2	Wheeler Street Road-end	Tidelands in inner harbor adjacent to confluence of Crescent Creek.	1
4-3	Randall Street Boat Launch	Tidelands in inner harbor adjacent to boat launch ramp.	1
5-4	Gig Harbor Spit Lighthouse	Sandy shoreline and swimming beach at entrance to inner harbor with access to beach extending north along Colvos Passage.	1
5	<u>Austin Estuary</u>	<u>Tidelands in the northwest corner of the harbor at the mouth of Donkey Creek.</u>	<u>1</u>
<b>Total number access points</b>			<b>5</b>



**Proposed**

1	City Park at Crescent Creek	Expand access to Crescent Creek shoreline through adjacent wooded riparian corridor.	na
2	Jerisich Dock/ Skansie Park/ Skansie Shipyard	Expand access to tidelands through historic shipyard – armored shoreline.	na
3	Wheeler Street Road-end	Expand access to tidelands at the north end of the inner harbor to the mouth of Crescent Creek confluence.	na
4	<u>Eddon Boat Park</u>	<u>Conduct necessary environmental cleanup and replace existing dock &amp; provide beach access from open space.</u>	<u>na</u>
<b>Total number access points</b>			<b>na</b>

**Picnic facilities – tables**

**Existing**

1	City Park at Crescent Creek	Tables located throughout grassy play area adjacent to parking lot, and along shoreline of Crescent Creek.	7
2	Jerisich Dock/ Skansie Park	Tables located on overlook platform of Gig Harbor and transient moorage slips.	6
3	Civic Center	Tables located at edge of wooded area adjacent to playground.	2
4	Gig Harbor Spit Lighthouse	Table located on sand spit adjacent to volleyball court.	1
5	<u>Ferry Landing</u>	<u>Tables located on viewing platform overlooking the water.</u>	<u>unk</u>
6	<u>Austin Estuary</u>	<u>Table located on the sand spit.</u>	<u>1</u>
7	<u>Donkey Creek Park</u>	<u>Tables located on the sidewalk patio along North Harborview across from Harbor History Museum.</u>	<u>2</u>
<b>Total</b>			<b>46 <u>19</u></b>

**Proposed**

1	City Park at Crescent Creek	Add additional tables to grassy area expansion into adjacent woodlands, and in grassy play areas to be developed around Masonic Building.	6
2	Jerisich Dock/ Skansie Park/ Skansie Shipyard	Expand picnic facilities across grassy lawn area overlooking shoreline and proposed historic shipyard complex.	6
3	Grandview Forest	Develop picnic facility with tables, parking area, and access trail in common activities area between proposed memorial and Civic Center village green.	6
4	Civic Center	Develop additional picnic facilities in wooded area adjacent to existing picnic and playground area.	8

5	Wheeler Street Road-end	Develop picnic facility with tables adjacent to kayak pier, roadway, and trail along shoreline.	4
6	Borgen Property/Donkey Creek Hatchery	Develop picnic facility with tables adjacent to fish hatchery, overlooking creek corridor, and next to Harborview Trail access.	4
6 7	Wilkinson Homestead	Develop picnic facility with tables, parking area, and access trail in common activities area adjacent to barn and holly orchard.	8
7 8	Gig Harbor North	Develop picnic facility with tables adjacent to playground and activities area in proposed park.	6
8 9	Gig Harbor West Kenneth Leo Marvin Veterans Memorial Park	Develop picnic facility with tables adjacent to playground and activities area in proposed park.	6
9 40	Peninsula Recreation Center	Develop picnic facility with tables, parking area, and separate access in wooded area overlooking football field and tennis courts.	8
10 44	Peninsula Athletic Complex	Develop picnic facility with tables adjacent to playground and concession area.	6

**Total tables**

**68**

**Picnic facilities – shelters**

**Existing**

1	City Park at Crescent Creek	Shelter located adjacent to tables, playground, and grassy play area along creek shoreline.	1
2	Jerisich Dock/ Skansie Park	Shelter located to the north of Skansie House in the footprint of the original garage.	1
2	Finholm Hillclimb	Develop an overlook structure as part of hillclimb from Goodman Middle School into North Town with picnic facilities.	4

**Total shelters**

**2**

**Proposed**

2	Finholm Hillclimb	Develop an overlook structure as part of hillclimb from Goodman Harbor Ridge Middle School into North Town with picnic facilities.	1
3	Old Ferry Landing	Develop overlook structure at end of roadway and historic old ferry terminal access road with picnic facilities amenities.	1
4	Wilkinson Homestead	Develop a shelter in picnic area and common activities are between the barn and holly orchard.	1

5	Jerisich Park/Skansie Shipyard	Develop a shelter as part of the shipyard buildings conversion into a maritime museum.	4
5	Bergen Property/ Donkey Creek Hatchery Park	Develop a shelter to provide a major gateway and activities center overlooking North (Donkey) Creek hatchery and the Harborview Trail access.	1
6	Gig Harbor West <u>Kenneth Leo Marvin Veterans Memorial Park</u>	Develop a shelter in the common activities area of this proposed park.	1
7	Gig Harbor North	Develop a shelter in the common activities area of this proposed park.	1
8	Grandview Hillclimb	Develop an overlook structure as part of this proposed hillclimb from Grandview Forest into the downtown.	1
<b>Total shelters</b>			<b>7</b>

**Campgrounds - campsites**

**Existing**

1	Gig Harbor RV Resort	Commercial campground facility with picnic facilities, clubhouse, showers, concessions, and other services.	40 tent 110 rv
<b>Total campsites</b>			<b>150</b>

**9.4 Water trails**

A water access system may be developed for dory, sportyak, canoes, kayaks, and other cartop boating activities. The water trails may provide access to salt and freshwater bodies that are not readily accessible or suitable for power boats or other larger water craft.

Where possible, water trailheads may be located to coincide with and use other trail corridors, resource conservancies, and other park and recreational facility services including parking lots, restrooms, and utilities. When provided on separate sites, water trailheads may be improved with launch ramps or landings, picnic tables, parking lots, restrooms, and other services.

Some of the water trails proposed in this plan along Colvos Passage and the Narrows shoreline have been identified by paddle boating enthusiasts working in conjunction with state, federal, and other boating interest groups including the Washington Water Trails Association and Puget Sound Marine Trail Organization.

**Vision**

As described, the water trail vision may:

- increase and promote public access to the area's significant salt and fresh water resources - particularly for cartop boating enthusiasts,
- to scenic natural areas and features of interest that can not be accessed from other trail systems,
- for boating enthusiasts of all skill levels, and
- for extended boating durations including overnight trips.

**Water trail resources**

The harbor entrance is constricted by the sand spit that curls from the north shore and a shoal that extends from the south shore. The US Coast Guard constructed, and the city maintains, the lighthouse on the sand spit that signals the entrance to the harbor. Craft that enter the harbor must favor the south shore until abeam of the lighthouse, then curve around the spit at mid-channel. The shallowest area in the entrance is about halfway, then steadies to a depth of about 2 fathoms (12 feet) deep at zero tide (mean lower low water).

Generally, there are 2 high and 2 low tides each day, with an occasional exception. Generally, one high and one low tide is more extreme (high or lower) than the other. Puget Sound tides are extreme and vary from region to region. Port Townsend, for example, has a daily tidal range of 8 feet compared to 11 feet at Seattle and 15 feet at Olympia. These ranges increase when the tides are extreme, increasing in Olympia, for example, to 20 feet or more between the highest high and lowest low tide that can occur in a single day. The highest possible tidal range may also be affected by heavy rainfall or extended droughts that affect a harbor's surface water runoff accumulations.

The daily tide range within Gig Harbor is 8.2 feet with a 0.25 hour difference from the Seattle tides measurement. The harbor is the deepest at the about the southern end of the harbor adjacent to Jerisich Park at the end of Rosedale Street at 7.0 fathoms (42 feet) at zero tide, and shallowest at the northern end at 0.1 fathoms (0.6 feet) at zero tide at the shoreline edge adjacent to the Shoreline Restaurant and Peninsula Yacht Basin at the end of Peacock Hill Road.

Extensive mudflats are revealed by the low tides at the north end of the harbor at the confluence with Crescent Creek and North (Donkey) Creek. Portions of the east and west shoreline also reveal bands of mudflats during low tides. An extensive system of submerged pilings are located at the confluence with Crescent Creek. Other pilings are located at the confluence with North (Donkey) Creek, off the south shoal entry to the harbor at the end of Harborview Drive where the Old Ferry Landing was located, and at various older docking sites along the west and east shores.

The Wastewater Treatment Plant (WWTP) outfall pipe is located in about the center of the north end of the harbor just south of the Peninsula Yacht Basin. Septic systems may also drain into the harbor from older single family residences located along the north and east shores.

**Historical attributes**

The following historical features should be preserved in future harbor planning:

1	<u>Nisqually Puyallup Tribe</u> Indian Village - <u>Austin Estuary Scofield</u> Tideland	Some part of the tidelands and sandy shoreline located at the north end of the harbor may include the historical location of a <u>Nisqually Puyallup Tribe</u> Indian Village that occupied the site until 1883.	1.8
2	Young's Landing - Randall Street Boat Launch	Developed in 1890 as Young's Landing or the Boat Landing to provide commercial boat access to the harbor. Some original pilings may be visible during low tides.	0.2
3	Skansie Shipyards	The shipyard was begun in the late 1880s and evolved into a major boat	0.9

		building establishment for the Puget Sound purse seine fishing fleet. Other than repairs, there have been no major alterations to the original shipyard.	
4	Westside Grocery and People's Dock – Tide's Tavern	The store was built and operated by Axel Uddenberg as a grocery store, meat market, and soda fountain in 1910. People's Dock was used for early Mosquito Fleet steam boat passengers and freight, and later for Seattle and Tacoma bound ferry boats.	0.2
5	Old Ferry Landing – Harborview Drive Road-end	Developed in the 1890s to provide a car ferry terminal between Gig Harbor, Tacoma, and other Puget Sound destinations. Original pilings visible in the tidelands at the end of the roadway right-of-way.	1.0
<b>Total acres</b>			<b>4.1</b>

A number of other historical marine dock buildings, dock areas, and net sheds remain from these early time periods located mostly along the west shore between Stinson Avenue and Soundview Drive below the historical Millville and downtown areas and on both sides of Jerisich Park.

**Present utilization**

In the years since the harbor was initially established as a boating center, the waterfronts along the west and north shores of the harbor have been developed for recreational marinas. At the present time, the harbor supports 18 small to large marina developments with a mooring capacity for up to 736 small to medium sized craft. Most of the marinas are operated as private moorage facilities by local property owners or businesses.

A few facilities, however, are operated as commercial ventures providing transient moorage, fuel, marine repairs and services, restaurants, meeting rooms, picnic areas and playgrounds, and other recreational activities. The principal commercial marinas that are listed in regional boating guides include:

1	Westside Grocery and People's Dock/Tides Tavern	Tavern maintains original People's Dock as a guest and customer moorage dock with a capacity for small to large craft with restroom services available in the tavern.	10-20
2	Arabella's Landing	Landing provides transient moorage slips on a daily first-available basis for small to medium sized craft with electricity, toilets, showers, picnic areas, water, laundry, and meeting room services.	10-30
3	Murphy's Landing	Landing provides a small guest dock on a daily first-available basis during the summer months for boats with power, toilets, showers, water, laundry services, and a boardwalk connection to the Harborview Trail.	2-3

4	Neville's Shoreline Restaurant and Moorage	Family restaurant and lounge provides complimentary moorage for restaurant customers for small to medium sized craft with power and water services.	10
5	Peninsula Yacht Basin	Marina provides guest boat moorage for small to medium sized craft on a daily first-available basis with power, toilets, showers, picnic, and water services.	10
6	Gig Harbor Yacht Club	Club provides reciprocal moorage services for up to 48 hours to members of other yacht clubs only. The dock has a capacity for small to medium sized craft with restroom, showers, water, and power services.	6
<b>Total transient moorage slips</b>			<b>48-79</b>

Open harbor moorage - small to large craft boaters also anchor in the northeastern end of the harbor when transient docking facilities are full or too large or too expensive. At times, the open water in the harbor has been constricted by the haphazard and sometimes long duration mooring of large craft, net sheds, boathouses, and other floating obstacles. At the present time, the harbor is not subject to any jurisdiction's management control other than conditions which justify an emergency Coast Guard operation.

Marine services - the main fuel docking facility in the harbor as provided by Pleasurecraft Marina located on the west shoreline just west of Jerisich Park. The marina also operates a marine store. Gas and diesel fuel is also sold at Stutz's located below the tank farm on the westside of Tides Tavern.

**Proposed marine park**

Gig Harbor Marine Park - a master plan should be developed for the utilization of the open water and shoreline remaining within the harbor - especially in the northeastern portion of the bay. The planning effort should update and expand the current Shoreline Master Program (SMP) to determine present and potential boat and shoreline access points, maneuvering channels, holding capacities, water quality conditions, safety and operational responsibilities, and other harbor planning and management parameters.

The plan may result in the establishment of a marine or water park to control transient and other floating craft use of the open waters and tidelands remaining in the harbor.

**Water trail access sites**

Existing launch sites

The following park sites have been improved and signed for handcarry boat launch activities:

1	Jerisich Park	Kayak and canoe launching from floating transient moorage dock. Local concessionaire operates an instruction and excursion trip service from the dock during summer months.	1
2	People's Dock	Expand the streetend to provide additional transient moorage facilities as	1

		part of People's Dock and/or shoreline access for handcarry boat launching to alleviate overcrowding at Jerisich Park.	
3	Randall Street Boat Launch – Young's Landing	No additional improvements are proposed for this site unless or until additional land can be acquired to provide for an off-street vehicle and trailer parking area.	1
4	<u>Austin Estuary</u>	<u>A portion of the site may be considered as a water trail destination or access site for human powered boats when tides allow.</u>	<u>1</u>
5	Gig Harbor Spit Lighthouse	The site can be used as a destination, but not launch site, by handcarry boating enthusiasts. The site will be retained as is with the possible installation of interpretive and parking control signage.	1
<b>Total sites</b>			<b>5</b>

**Proposed launch sites**

The following projects will be developed as part of a regional system of water trail facilities eligible for areawide financial resources:

4	Jerisich Park/Skansie Shipyard	Restore the historic net shed, possibly as a wooden boat center displaying and storing handcarry kayaks, canoes, dories, and other small craft that may ply the harbor. Potentially add another floating dock or launch site for handcarry craft instruction, rental, and access.	4
5	Scofield Tidelands	<del>A portion of the site may be considered as a water trail destination or access site for handcarry boats when tides allow.</del>	4
6	<u>1</u> Wheeler Street Road-end	Develop a pier and platform for kayak and canoe launching in the north end of the harbor.	1
2	<u>Eddon Boat Park</u>	<u>Replace existing pier/dock with a new one allowing for canoe launching and public access.</u>	<u>1</u>
<b>Total sites</b>			<b>2</b>

**Water trails**

**Proposed water trail system**

The following or comparable water trails will be developed as part of a regional system with supporting trailheads and services acquired and managed by either the city, county or other agency in cooperative ventures:

1	Gig Harbor/Sunrise Beach	From Jerisich Park in Gig Harbor to Pierce County's Sunrise Beach Park on Colvos Passage. The trail will provide waterborne views of the harbor, sand spit, Colvos Passage, Commencement Bay, and Point Defiance along undeveloped, remote shoreline.	1.0
2	Gig Harbor/Tacoma Narrows Bridge	From Jerisich Park in Gig Harbor to 14th Avenue's undercrossing of the SR-16 Tacoma Narrows Bridge. The trail will provide waterborne views of the harbor, sand spit, Narrows, and Point Defiance along undeveloped, remote shoreline.	2.0
3	Gig Harbor/Point Defiance/Thea Foss Waterway	From Jerisich Park in Gig Harbor to the landings and launch sites at Owens Beach in Point Defiance Park or even further into Commencement Bay to Breakwater Marina, Marine Park, Commencement Park Old Town Dock, and Thea Foss Waterway.	0.8-3.0
<b>Total miles</b>			<b>3.8-6.0</b>

**Washington Water Trails campsites**

**Proposed overnight campsites**

The following sites may be officially designated for overnight camping as part of the Washington Water Trails system when other park improvements have been completed:

1	Sunset Beach Park	Launch site with overnight camping on the beach and grassy overlook area.	1
2	Narrows Bridge undercrossing	Launch site with overnight camping under the bridge.	1
3	Owens Beach in Point Defiance Park	Launch site with overnight camping in the park area.	1
<b>Total overnight campsites</b>			<b>3</b>

**9.5 Horse trails**

A system of horse trails may be developed to link major environmental assets, park, and recreational facilities throughout Gig Harbor. To the extent practical and possible, horse trails may be linked or extended into local neighborhoods that have significant horse populations to provide convenient and safe access for riders of all age and skill levels.

Within the developed areas, horse trails may parallel or coincide with other multipurpose trail corridors or within separate routes using powerline, pipeline, and other alignments of interest to the horse riding population.

Horse trails may be constructed of a sand or compacted dirt base at least 2 feet in width with an additional 2 feet of understory clearance on either side of the trail. When provided within a multipurpose trail corridor, the horse trail may be separated as much as possible from other hiking and biking activities. Riders may



be required to dismount at all bridges and other elevated crossings where the horse trail coincides with other trail activities.

Horse trails may generally share trailhead services with other trail users when the horse trail is located within a multipurpose trail corridor. When horse trails are provided in separate locations, trailheads may be provided with parking lots, hitching racks, restrooms, and other services.

Some of the horse trails proposed to be designated within this plan have already been developed on an informal basis by horse riding organizations working in conjunction with public and private landowners. Future public horse trail development projects may use the same cooperative, joint venture approach to formally designate and improve existing trails and trailheads.

**Vision**

As described, the horse trails vision may:

- provide or formally designate equestrian access to scenic areas and other features of interest,
- for riders of all capability levels,
- for extended ride durations, and
- within close proximity to the extent possible, to horse riding populations.

**Horse riding areas**

**Existing riding areas – private sites**

The following sites have been improved by private owners and equestrian user groups for on and off-site trail riding.

1	LWM Stables	A private stable providing on-site trails and occasionally using the right-of-way of 64th Avenue and Wollochet Drive.	4.0
2	Canterwood Stables	A private stable for residents of Canterwood providing on-site trails through the common open spaces.	7.0

**Total miles of horse trail** **11.0**

**Horse riding trails**

**Proposed**

The following trail system will be developed to provide equestrian riding opportunities within the urban growth area. The trails generally follow public road right-of-way corridors, but may be relocated onto public and/or private property where owners approve.

1	<u>Cushman Trail</u> (Narrows-Burley Lagoon)	From the Tacoma Narrows Bridge through the Gig Harbor urban growth area to Burley Lagoon using portions of SR-16, Bonneville Power Administration (Tacoma Light Company) powerline, and Burnham Road rights-of-way – with a spur route on Rosedale Street to Peninsula Recreation Center.	5.6
2	Swede Hill/Tallman's Wetlands	Alongside, and where possible, within the west right-of-way of SR-16 between the intersections of Burnham Drive and Wollochet Drive/Pioneer Way – with spur routes on Rosedale Street and Burnham Drive to the Narrows/Burley	1.3

Lagoon Trail.	
<b>Total miles of horse trail</b>	<b>6.9</b>

**Horse trailheads**

**Proposed**

The following sites will be improved with trailer parking areas, hitching posts of holding pens, water, and other services to support off-site trails.

1	Tacoma Narrows Bridge	Horse trailhead with signage, trailer parking, hitching post, and some restroom services in the right-of-way under the bridge.	1
2	WWTP	Horse trailhead with signage, trailer parking, hitching post, and some restroom services adjacent to the WWTP.	1
3	Burnham Drive	Horse trailhead with signage, trailer parking, hitching post, and some restroom services in the right-of-way adjacent to the powerline easement.	1
4	Purdy Sand Spit Park	Horse trailhead with signage, trailer parking, hitching post, and some restroom services in the right-of-way at the west end of the spit.	1

**Total horse trailheads** **4**

**9.6 Walking and hiking trails**

Walking and hiking trails may be developed to link major environmental assets, park and recreational facilities, community centers, and historical features throughout Gig Harbor. Generally, walking and hiking trails may be developed as dirt or bark surfaced routes on interior alignments through environmental features. Portions of the system within the more densely developed areas, however, may be developed as sidewalks or boardwalks with urban streetscape furnishings and amenities.

Where possible, walking and hiking trails may be developed in alignments separate from vehicular or other motorized forms of transportation. For example, walking and hiking trails may be located within natural drainage corridors, wooded ravines, and utility easements. In some instances and for short durations, walking and hiking trail systems may be developed as improvements within the right-of-way of established vehicular or other transportation corridors.

Generally, walking and hiking trails may be developed to class 2-5 walking trail standards providing 2-way travel on a crushed rock, bark or compacted dirt base varying between 2 and 5 feet in width. The trails may be of a slope not more than 1:12 unless provided with stairs or other erosion controls. Class 2-3 trail segments may be handicap accessible and usable by all age and skill groups.

Within the most urban alignments, walking and hiking trails may be developed to class 1 walking trail standards providing 2-way travel on an asphalt or concrete surface between 4 and 6 feet in width. Such sidewalk or boardwalk trails may be of a slope not more than 1:50. Class 1 trail segments may be handicap accessible and usable by all age and skill groups.

Walking and hiking trail corridors may be located to coincide with other park and recreational improvements or public facilities to access rest stops, parking lots, restrooms, and other services.

Walking and hiking trail corridors may be independent properties or include portions of other sites provided for resource activities, athletic facilities, and other park and recreational or public facility properties. Linked with conservation areas and resource activities, the walking and hiking trails may create a system of interconnected greenways to integrate and define the urban and natural portions of the county in accordance with the Growth Management Act's (GMA) provisions for urban separators.

**Vision**

As described, the walking and hiking trails vision may be realized by providing recreational trail opportunities on Gig Harbor that:

- access natural features that may not be available otherwise,
- link open spaces and other conservation areas into a greenway system,
- serve persons with varied physical abilities and skills,
- establish high visibility and volume pedestrian routes through the most developed urban areas,
- expand the park system to connect with public properties, and
- expand roadway corridors to provide recreational and commuter trail opportunities.

**Park walking trails**

**Existing park trails**

The following sites have been improved with a system of designated or informal trails:

1	City Park at Crescent Creek	Casual dirt walking paths along shoreline of Crescent Creek from grassy play area through picnic and playground.	0.2
2	Grandview Forest Park	Network of bark walking paths through and between woodland stand and adjacent residential areas.	1.0
3	Tallman's Wetlands	System of bark walking paths around wetland areas and along causeway.	1.0
4	Peninsula Recreation Center	Casual dirt walking paths between woodlands on upper site and fields, courts, and other recreation areas on school grounds.	0.5
5	Gig Harbor Spit Lighthouse	Integrated system of wood walkways, decks, and stairs to sandy shoreline and beach walking area around spit and lighthouse.	0.1

**Total miles of park trails** **2.8**

**Proposed park trails**

The following sites will be improved with designated walking/hiking trails:

1	City Park at Crescent Creek	Expanded system of dirt walking trails along shoreline and through proposed woodland acquisitions, and east around	0.5
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		proposed play areas to Masonic Building.	
2	Grandview Forest	Formal pathway and memorial between the Civic Center and the network of bark walking trails.	0.2
3	Tallman's Wetlands	Expanded system of walking trails around wetlands and causeway.	0.9
4	Peninsula Recreation Center	Expanded system of dirt walking trails within woodlands and between proposed picnic areas.	0.4
6	Civic Center	Formal pathway alongside village green and between Narrows/Burley Lagoon Trail and Grandview Forest.	0.8
7	Wilkinson Homestead	Walking trail system between Narrows/Burley Lagoon Trail and homestead, barn, wetlands, and holly orchard.	0.4
8	Peninsula Athletic Complex	Perimeter walking and jogging trail around ballfields and wetland.	1.0

**Total miles of park trails**

**4.2**

**Hiking trails**

Existing

The following trail and sidewalk system provides walking and hiking opportunities within existing city limits.

1	Harborview/North Harborview Drive	<p>A boardwalk trail from the Old Ferry Landing at the east end of Harborview Drive, north past Tides Tavern/People's Dock and the downtown business district intersection at Pioneer Way to Jerisich Park, then north through the historic Millville neighborhood and past the public overlooks and piers at the end of Dorotich and Novak Streets to the intersection with North Harborview Drive, then east past the overlook at the end of Austin Street and North (Donkey) Creek, Bogue's Landing at the end of Burnham Drive, through the Northshore business district to the overlook at the end of Peacock Hill Avenue; then as a marked asphalt shoulder along North Harborview Drive to 96th Street NW, then east to the crossing of Crescent Creek at City Park.</p> <p>Marina and condominium developers constructed parallel public access trails along the shoreline through Arabella's Landing at Dorotich Street, and Murphy's Landing at the northwest end of the harbor.</p>	1.4
2	Soundview Drive Sidewalks	Sidewalk improvements from the intersection with Harborview Drive, then	1.5

		uphill south on the shoulder of Soundview Drive to Hollycroft/56th Street and the edge of Olympic Village Shopping Center. The improvements provide an intermittent series of on-street curbside parking areas which the wide sidewalk meanders around.	
3	Pioneer Way Sidewalks	Sidewalk improvements from the intersection with Harborview Drive, then up the hill on both sides of the roadway on Pioneer Way past downtown shopping facilities, the Post Office, and Gateway Publishing Company to about Butler Drive. Eventually, the sidewalks will continue the full length of Pioneer Way to Kimball Drive and the Pierce Transit park-and-ride lot on Myers Lane.	0.9
4	Stinson Avenue Sidewalks	Asphalt shoulder and sidewalk improvements from the intersection with Harborview Drive, then up the hill on both sides of the roadway on Stinson Avenue to about Rosedale Street. Eventually, the sidewalks will continue the full length of Stinson Avenue to Kimball Drive and the Pierce Transit park-and-ride lot of Myers Lane.	1.0
5	Rosedale Street Sidewalks	Asphalt shoulder and sidewalk improvements from the intersection with Harborview Drive, then up the hill on both sides of the roadway on Rosedale Street to the underpass with SR-16 and Peninsula Recreation Center.	1.3
6	Peacock Hill Sidewalks	Concrete curb and sidewalk improvements from the intersection with North Harborview Drive, then up the hill on the outside or east shoulder of the roadway to about Seller Street. An asphalt shoulder and sidewalk improvement continues in stretches further north on Peacock Hill. Eventually, the sidewalk improvements will continue the full length of Peacock Hill Road through the developing areas to 144th Street NW.	0.7

**Total miles hiking trail**

**6.8**

**Proposed**

The following trail system will be developed to provide walking and hiking opportunities throughout the urban growth area. The trails generally follow public road or powerline right-of-way corridors, but may be relocated onto public and/or private property where owners approve.

7	Narrows/Burley Lagoon	Multipurpose trail from the Tacoma Narrows Bridge through the Gig Harbor urban growth area to Burley Lagoon	5.6
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		using portions of SR-16, Tacoma Light Company powerline, and Burnham Road rights-of-way.	
8	Swede Hill/Tallman's Wetlands	Alongside, and where possible, within the west right-of-way of SR-16 between the intersections of Burnham Drive past Swede Hill and Peninsula Recreation Center to Wollochet Drive/Pioneer Way and Tallman's Wetlands – with spur access to the Narrows/Burley Lagoon Trail by way of Wollochet Drive/Pioneer Way and Skansie Avenue.	1.3
9	North (Donkey)/McCormick Creeks – Burnham Drive/Borgen/WWTP	Parallel the North (Donkey)/McCormick Creeks corridor between the Harborview Trail at the northwest end of the harbor and the Burnham Drive intersection with SR-16 – portions may be provided within or parallel to the Narrows/Burley Lagoon Trail.	0.6
10	Gig Harbor North	Through future residential land developments in north Gig Harbor between the Burnham Drive, Canterwood, and the North (Donkey)/McCormick Creeks and Narrows/Burley Lagoon Trails – with the participation of Canterwood, the trail could be extended around the development's commonly-owned open spaces.	1.1
11	City Park/Sunset Beach	From City Park east along Vernhardson/96th Street to Crescent Valley Drive, then up the steep hillside in unopened 96th Street/West Passage Road right-of-way to Moller Drive, then north along the west shoulder of Moller Drive to Manchester Swamp, then through the extensive wetlands to Sunset Beach Park.	0.6
12	Finholm Hillclimb	From the unopened Uddenberg Street right-of-way intersection at North Harborview Drive, north up the hillside to Franklin Avenue, then as a sidewalk improvement on both sides of Uddenberg Street to the parking lot in front of Harbor Ridge Middle School.	0.05
13	Grandview Hillclimb	From the Bogue Building on Judson Street, south between the Thriftway Shopping Center parking lot and Post Office within the unopened right-of-way of Stanich Street to Short Street, then as a sidewalk improvement on both sides of Stanich Street to Grandview Street and the northeast corner of Grandview Park.	0.14

14	Grandview Forest Park	From Grandview Park and the Civic Center on Grandview Street to Fire District Number 5 headquarters fire station and the Pierce County District Court facilities on Kimball Drive and 64th Street to connect with the Narrows/Burley Lagoon Trail.	0.12
15	<u>Austin Estuary</u> <u>Seefield Tidelands</u>	From Harborview Drive Trail along the edge of the shoreline at the north end of the harbor then on a boardwalk across the outflow from North (Donkey) Creek to connect with the West Harborview Trail segment at the Northshore business district.	0.2
16	Wheeler Street Road-end	From the proposed access dock and picnic area at the end of Wheeler Street along the shoreline and wooded area of the confluence with Crescent Creek to connect with the Harborview Trail at Verhardson/96th Street.	0.1
17	<u>Westside Sewer Easement Trail</u>	<u>From Kenneth Leo Marvin Veteran's Memorial Park to Pt. Fosdick Drive.</u>	<u>unk</u>
<b>Total miles hiking trail</b>			<b>9.8</b>

**Trailheads**

**Existing**

Parking, restroom, signage, and other hiking services have been provided at the following sites.

1	<u>Jerisich Dock/ Skansie Park</u>	Signage, benches, and restrooms located within the park. Limited on-street parking.	1
2	City Park at Crescent Creek	Signage, parking, and restrooms located within the park.	1
3	<u>Olympic Drive Trail Head</u>	<u>Restrooms located along Olympic on the eastside of Highway 16. This trail head also serves the Cushman Trail.</u>	<u>1</u>
4	<u>Finholm Hillclimb</u>	<u>Limited parking located at the top and bottom of the hillclimb as well as restrooms located at the bottom of the hill.</u>	<u>1</u>
5	<u>Tallman's Wetlands Park</u>	<u>Signage, parking, and restroom services to be provided in the park.</u>	<u>1</u>
<b>Total trailheads</b>			<b>5</b>

**Proposed**

Parking, restrooms, signage and other hiking services have been provided at the following sites.

1	City Park at Crescent Creek	Signage, parking, and restroom services to be provided in the park expansion area at the Masonic Building.	1
2	Old Ferry Landing	Signage and parking to be provided along shoulder of Harborview Drive.	1
3	Tacoma Narrows	Signage, parking, and restroom services	1

	Bridge	to be provided in a park under the bridge.	
4	Park-n-Ride lot on Kimball Drive	Signage and parking to be provided within the lot on weekends.	1
5	Grandview Park	Signage, parking, and restroom services to be provided in the shared lot between the park and Civic Center.	1
6	Peninsula Recreation Center	Signage, parking, and restroom services to be provided in the proposed picnic area in the woodlands.	1
7	WWTP	Signage, parking, and restroom services to be provided in the access roadway adjacent to the plan and old Gig Harbor Peninsula Historic Society's museum.	1
8	Park-n-Ride lot on Purdy Drive	Signage and parking to be provided within the parking lot on weekends.	1
9	Purdy Sand Spit Park	Signage, parking, and restroom services to be provided in the park.	1
10	Purdy Elementary School	Signage and parking to be provided in the school lot on weekends.	1
11	Swede Hill DNR	Signage, parking, and restroom services to be provided along road right-of-way below the hill.	1
12	Tallman's Wetlands Park	<del>Signage, parking, and restroom services to be provided in the park.</del>	4
12	Manchester Swamp	Signage, parking, and restroom services to be provided at the edge of the wetlands.	1
13	Sunset Beach Park	Signage, parking, and restroom services to be provided in the park.	1
14	Harbor Ridge Middle School	Signage, parking, and restroom services to be provided in school parking lot on weekends.	1
15	<u>Wilkinson Homestead</u>	<u>Signage, parking and restroom services to be provided in the park in connection with the Cushman Trail extension phase II.</u>	<u>1</u>
16	<u>Borgen Boulevard</u>	<u>Signage, parking and restroom services to be provided in connection with the extension of the Cushman Trail phase II.</u>	<u>1</u>
17	<u>Wollochet Trailhead</u>	<u>Signage, parking and restroom services to be provided in connection with the extension of the Cushman Trail phase II.</u>	<u>1</u>

**Total trailheads**

**19**

**Shoreline trails**

**Proposed**

A system of shoreline trails may be designated on an informal basis across public and some private tidelands (subject to property owner permission) between Gig Harbor and various destinations along Colvos Passage and the Narrows.

1	North Beach	From the end of Young's Landing Road at Gig Harbor spit, north across an	2.3
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		extended string of public tidelands between Lybecker Drive and Sunset Beach Park.	
2	South Beach	From the Old Ferry Landing stairclimb at the end of Harborview Drive, south across an extended string of public tidelands between Hunt Street and The Tacoma Narrows Bridge.	2.3
<b>Total</b>			<b>4.6</b>

Most of the public tideland ownerships are narrow bands located between the mean low tide which is about +3.0 feet above the mean lower low tide of 0.0 feet and the extreme low tide which is -4.5 feet below the mean lower low tide of 0.0 feet, for a total range of 7.4 feet.

A portion of the public ownerships along the South Beach Trail also include a more extensive tidelands definition that extends from mean high tide which is +13.0 feet above the mean lower low tide of 0.0 feet and the extreme low tide which is -4.5 feet below the mean lower low tide of 0.0 feet for a total range of 17.4 feet.

The trails will also cross over numerous private tidelands (if property owners are agreeable) located between the public holdings – generally on gravel shoreline below steep bluffs isolated and buffered from the residential developments. However, some portions of the South Beach Trail shoreline, particularly at Gig Harbor, also cross in front of beachfront cottages.

**Shoreline trailheads**

Shoreline walks may be initiated from the following park sites:

a	Gig Harbor Spit Lighthouse	Signage and limited parking to be provided at the end of Young's Landing Road.	1
b	Sunset Beach Park	Signage, parking, and restroom services to be provided in the park.	1
c	Old Ferry Landing	Signage and parking to be provided at the end of Harborview Drive.	1
d	Narrows Bridge	Signage, parking, and restroom services to be provided on 14th Avenue under the bridge.	1
<b>Total</b>			<b>4</b>

**9.7 Off-road mountain biking trails**

A system of off-road mountain bike trails may be developed to link major environmental assets, park, and recreational facilities throughout Gig Harbor. To the extent practical and possible, off-road mountain bike trails may be linked or extended into local urban neighborhoods to provide convenient, safe access for younger age riders. Mountain bike trail facilities may also be developed to provide contained trails within major parks and/or on public or utility rights-of-way that are safe and practical for younger, less experienced riders.

To the extent possible or practical, mountain bike trails may be developed as single mode trails to USDA Forest Service mountain bike trail standards. Shared trail corridors, however, may be simply designated for joint equestrian, hiking, and mountain bike trail use.

Within developed areas, mountain bike trails may parallel or coincide with other multipurpose trail corridors or within separate routes using powerline, pipeline, and other alignments of interest to the mountain bike riding population. In some instances, mountain bike trails may be developed as improvements within the right-of-way of established vehicular or other transportation corridors - particularly where these segments may provide trail access to parks or riding areas that would not be accessible otherwise.

Mountain bike trails may be constructed of a compacted dirt or crushed rock base at least 1-2 feet in width with an additional 3-4 feet of understory clearance on either side of the trail. When provided within a multipurpose trail corridor, the mountain bike trail may be an integral part of other hiking and biking activities.

Mountain bike trails may generally share trailhead services with other trail users when the mountain bike trail is located within a multipurpose trail corridor. When mountain bike trails are provided in separate locations, trailheads may be provided with parking lots, restrooms, and other services.

Some of the mountain bike trails proposed within this plan have been identified by mountain biking enthusiasts working in conjunction with cycling interest groups. Future public mountain biking trail projects may use the same cooperative, joint venture approach to formally designate and improve existing trails and trailheads and/or develop new off-road trails, rest stops, and other trail services.

**Vision**

As described, the mountain bike trails vision may:

- increase off-road mountain bike trail access for experienced riders to scenic areas and features for extended ride durations,
- increase trail access for local residents to parks, open space corridors, and other areas of interest within the urban areas,
- serve persons with varied physical abilities and skills, and
- expand trail corridors to provide for a mixture of recreational uses.

**Off-road mountain bike trails**

**Proposed**

There are no existing or designated off-road mountain bike trails in the urban growth area. The following trail system will be developed to provide mountain bike trail opportunities within the urban growth area. The trails generally follow public road right-of-way corridors, but may be relocated onto public and/or private property where owners approve.

1	<u>Cushman Trail</u> (Narrows/Burley Lagoon)	Multipurpose trail from the Tacoma Narrows Bridge through the Gig Harbor urban growth area to Burley Lagoon using portions of SR-16, Tacoma Light Company powerline, and Burnham Road rights-of-way.	5.6
2	Swede Hill/Tallman's Wetlands	Alongside, and where possible, within the west right-of-way of SR-16 between the intersections of Burnham Drive past Swede Hill and Peninsula Recreation Center to Wollochet Drive/Pioneer Way and Tallman's Wetlands – with spur access to the Narrows/Burley Lagoon	1.3

	Trail by way of Wollochet Drive/Pioneer Way and Skansie Avenue.
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**Total miles off-road trail**

**6.9**

**Trailheads**

**Proposed**

Parking, restroom, signage, and other biking services will be provided at the following sites.

1	Tacoma Narrows Bridge	Signage, parking, and restroom services to be provided in a park under the bridge.	1
2	Park-n-Ride lot on Kimball Drive	Signage and parking to be provided within the lot on weekends.	1
3	Grandview Park	Signage, parking, and restroom services to be provided in the shared lot between the park and Civic Center.	1
4	Peninsula Recreation Center	Signage, parking, and restroom services to be provided in the proposed picnic area in the woodlands.	1
5	WWTP	Signage, parking, and restroom services to be provided in the access roadway adjacent to the plan and old Gig Harbor Peninsula Historic Society's museum.	1
6	Park-n-Ride lot on Purdy Drive	Signage and parking to be provided within the parking lot on weekends.	1
7	Purdy Sand Spit Park	Signage, parking, and restroom services to be provided in the park.	1
8	Purdy Elementary School	Signage and parking to be provided in the school lot on weekends.	1
9	Tallman's Wetlands Park	Signage, parking, and restroom services to be provided in the park.	1
10	Swede Hill DNR	Signage, parking, and restroom services to be provided along road right-of-way below the hill.	1
<u>11</u>	<u>Wilkinson Homestead</u>	<u>Signage, parking and restroom services to be provided in the park in connection with the Cushman Trail extension phase II.</u>	<u>1</u>
<u>12</u>	<u>Borgen Boulevard</u>	<u>Signage, parking and restroom services to be provided in connection with the extension of the Cushman Trail phase II.</u>	<u>1</u>
<u>13</u>	<u>Wollochet Trailhead</u>	<u>Signage, parking and restroom services to be provided in connection with the extension of the Cushman Trail phase II.</u>	<u>1</u>
<u>14</u>	<u>Olympic Drive Trailhead</u>	<u>Restrooms located along Olympic on the eastside of Highway 16.</u>	<u>1</u>

**Total trailheads**

**13**

**9.8 On-road bicycle touring routes**

Cross-county bicycle touring and commuter routes may be developed to access major environmental assets, park and recreational facilities, historical features,

scenic corridors and vistas, and other features of interest to experienced bicycle touring enthusiasts throughout Gig Harbor.

Where appropriate and to the extent practical and safe, bicycle touring routes may be extended into local urban neighborhoods to create an integrated on-road bicycling system. The local on-road bicycling system may provide access to local park and recreational facilities, schools and public facilities, community centers and business districts, places of employment, and transit transfer centers for adult and youth bike riders from local areas.

To the extent possible, bicycling touring routes may be developed to class 1-3 AASHTO (American Association of State Highway & Transportation Officials) standards with expanded, designated or marked road shoulders and lanes. In the less congested areas, bicycle touring routes may be simply designated for joint vehicular/bicycle use of a class 4 AASHTO standard.

Most of the bicycle touring routes proposed to be designated within this plan have already been identified by bicycling enthusiasts working in conjunction with public agencies and other private cycling interest groups. Future public bicycle touring development projects may use the same cooperative, joint venture approach to formally designate and improve existing routes and trailheads and/or to develop new on-road routes, rest stops, and other bicycle touring or commuting services.

**Vision**

As described, the bicycle touring route vision may:

- increase on-road bicycle touring access for experienced riders to scenic areas and features,
- increase bicycle trail access for local residents, including commuters, to community facilities, schools, employment, and transit transfer centers,
- service persons with varied physical abilities and skills, and
- expand roadway corridors to provide recreational and commuter uses.

**On-road bicycle touring routes**

**Existing**

The following routes have been improved with roadway shoulders, markings, and signage for on-road bicycle routes within city limits:

1	Harborview/North Harborview Drive	Class 3 AASHTO touring route along both shoulders of Harborview and North Harborview Drive around the west and north shores of the harbor through the Pioneer Way and Northshore business districts, past Millville historic district, and Jerisich Park and City Park at Crescent Creek. Class 4 AASHTO unmarked route south on Crescent Valley Drive to the end of Young's Landing Road and Gig Harbor Spit.	2.1
2	Soundview Drive	Class 3 AASHTO route between Olympic Village and the west shoreline of the harbor at Tides Tavern/People's Dock with access to Harborview Trail.	1.5

3	Pioneer Way	Class 3 AASHTO route between the downtown shopping district and the retail area located on Kimball Drive adjacent to SR-16.	0.9
4	Rosedale Street	Class 3 AASHTO route between the west shoreline of the harbor, Harborview Trail, Discovery Elementary, and Gig Harbor High School located west of SR-16.	1.3
5	Peacock Hill	Class 3 AASHTO route between the Shoreline commercial district, North Harborview Trail, and the residential neighborhoods located on Peacock Hill.	0.7
6	Burnham Drive	Class 3 AASHTO route between the Northshore commercial district, North Harborview Trail, and the residential neighborhoods located along Burnham Drive.	0.4
7	Vernhardson/96th Street	Class 3 AASHTO route between Burnham Drive and Crescent Valley Road.	1.1
8	Burnham Drive/Goodenough – Gig Harbor/Purdy Sand Spit/Crescent Valley	Class 3 AASHTO route segment on Burnham Drive, Goodenough, and portions of SR-302 of potential loop tour between Gig Harbor, Purdy Sand Spit, and Crescent Valley.	4.0
9	Reid Drive/14th Avenue – Gig Harbor/Crescent Lake/Sunset Beach	Class 3 AASHTO route segment on 14th Avenue and Reid Drive north from Sunset Beach Park of potential loop tour between Gig Harbor, Crescent Lake, and Sunset Beach.	3.0
10	Peacock Hill – Gig Harbor/Crescent Lake/Sunset Beach	Class 3 AASHTO route segment on Peacock Hill Road north from Harborview Trail of potential loop tour between Gig Harbor, Crescent Lake, and Sunset Beach.	3.0
11	Rosedale Street – Gig Harbor/Rosedale/Woodhill	Class 3 AASHTO route segment west on Rosedale to Rosedale Community Playfield of potential loop tour between Gig Harbor, Rosedale, and Woodhill.	2.3
12	Wollochet Drive – Gig Harbor/Wollochet/Kopachuck/Rosedale	Class 3 AASHTO route segment on Wollochet Drive of potential loop tour between Gig Harbor, Wollochet, and Kopachuck.	1.9
13	Goodman Drive/Young's Lane	Class 4 AASHTO route segment on Goodman Drive from Crescent Valley Road to Gig Harbor Spit of potential extension of Harborview Trail.	1.3
14	SR-16/Narrows Bridge	Class 3 AASHTO route segment on SR-16 roadway from Narrows Bridge of potential on-road system across Gig Harbor Peninsula.	1.2

Total touring route miles

24.7

**Proposed**

The following routes may be developed using shoulder expansions, lanes, markings, signage, and some in-roadway designations within the urban growth area and across the Gig Harbor Peninsula. Portions of these touring routes will require coordinated planning and development efforts between the city and county.

15	Borgen/Swede Hill/Peacock Hill	Class 3 AASHTO route extension between the Shoreline commercial district, North Harborview Trail, the residential neighborhoods located on Peacock Hill, the regional touring route on Burnham Drive, and Swede Hill. The route will provide scenic views of the Shoreline commercial district, harbor, west shoreline, McCormick/North (Donkey) Creek corridor, and the wooded hillsides of Swede Hill.	1.0
16	Swede Hill/Peninsula Recreation/Tallman's Wetlands	Class 3 AASHTO route extension between Pierce County's proposed park on former DNR property on Swede Hill past the park and school facilities located at the Peninsula Recreation Center/Discovery Elementary School/Gig Harbor High School to the proposed Tallman's Wetlands Park located on Wollochet Drive NW – linking Burnham Drive, Rosedale, and Wollochet Drive touring routes into an in-city, local access system. The route will provide scenic views of the woodland stands on Swede Hill, the upper reaches of McCormick Creek, and the wetlands located along Wollochet Drive.	3.0
17	Gig Harbor/Purdy Sand Spit	Class 3 AASHTO route extension between Gig Harbor, the Purdy Sand Spit on Burley Lagoon, Crescent Lake, and back – with a spur route from Purdy Drive on SR-302 across the sand spit to Pierce County's Purdy Sand Spit Park and back. The route will provide scenic views of Gig Harbor, North (Donkey)/McCormick Creeks, Henderson Bay, the Burley Lagoon Sand Spit, Crescent Lake, and Crescent Creek valley farms and woodlands.	4.7
18	Gig Harbor/Crescent Lake/Sunset Beach	Class 3 AASHTO route extension between Gig Harbor, Crescent Lake, Sunset Beach Park, and back. The route will provide scenic views of Gig Harbor, Crescent Creek valley, Crescent Lake, Colvos Passage, Sunset	4.7

		Beach Park, Manchester Swamp, and upland peninsula farms and woodlands.	
19	Gig Harbor/ Rosedale/ Woodhill	Class 3 AASHTO route extension between Gig Harbor, Henderson Bay, and the upper reaches of McCormick Creek at Woodhill, and back. The route will provide scenic views of Gig Harbor, the historic Millville neighborhood, Discovery Elementary and Gig Harbor High Schools, upland farms and woodlands, Pierce County's Rosedale Playfield on Lay Inlet overlooking Raft Island, Henderson Bay, the riparian corridors created by McCormick and North (Donkey) Creeks, and Peacock Hill.	3.8
20	Gig Harbor/ Wollochet/ Rosedale	Class 3 AASHTO route extension between Gig Harbor, Wollochet Bay, Hales Pass, Kopachuck State Park, Raft Island, Rosedale, and back. The route will provide scenic views of Gig Harbor, Tallman's Wetlands, Wollochet Bay, Hale Passage, Carr Inlet, Horsehead Bay, Cutts Island, Raft Island, and upland peninsula farms and woodlands.	5.7
21	Gig Harbor/ Narrows/Wollochet	Class 3 AASHTO route extension between Gig Harbor, the Tacoma Narrows Bridge, Wollochet Bay, and back. The route will provide scenic views of Gig Harbor, the Narrows, Wollochet Bay, Tallman's Wetlands, and upland peninsula farms and woodlands.	4.7
<b>Total</b>			<b>27.6</b>

**Trailheads**

**Existing**

Parking, restroom, signage, and other biking services have been provided at the following sites.

a	City Park at Crescent Creek	Signage, parking, and restroom services provided in the park.	1
b	Harbor Ridge Middle School	Signage and parking in the school parking lot on weekends.	1
c	Bogue Viewing Platform	Signage and benches in the overlook platform.	1
d	Jerisich Park	Signage and restrooms provided in the park – on-street parking limited	1
e	Tallman's Wetlands Park	Signage, parking, and restroom services to be provided in the park.	1

**Total trailheads**

**4**

**Proposed**

Parking, restroom, signage, and other biking services will be provided at the following sites.

a	Tacoma Narrows Bridge	Signage, parking, and restroom services to be provided in a park under the bridge.	1
b	Park-n-Ride lot on Kimball Drive	Signage and parking to be provided within the lot on weekends.	1
c	Grandview Park	Signage, parking, and restroom services to be provided in the shared lot between the park and Civic Center.	1
d	Peninsula Recreation Center	Signage, parking, and restroom services to be provided in the proposed picnic area in the woodlands.	1
e	WWTP	Signage, parking, and restroom services to be provided in the access roadway adjacent to the plan and old Gig Harbor Peninsula Historic Society's museum.	1
f	Park-n-Ride lot on Purdy Drive	Signage and parking to be provided within the parking lot on weekends.	1
g	Purdy Sand Spit Park	Signage, parking, and restroom services to be provided in the park.	1
h	Purdy Elementary School	Signage and parking to be provided in the school lot on weekends.	1
i	<del>Tallman's Wetlands Park</del>	<del>Signage, parking, and restroom services to be provided in the park.</del>	<del>4</del>
i	Swede Hill DNR	Signage, parking, and restroom services to be provided along road right-of-way below the hill.	1
j	Goodman Middle School	Signage and parking in the school parking lot on weekends.	1
k	Park-and-ride lot at Goodenough Drive	Signage and parking in the lot on weekends.	1
l	Peninsula High School	Signage and parking in the school lot on weekends.	1
m	Purdy Sand Spit Park	Signage, parking, and restroom services to be provided in the park.	1
n	Crescent Lake Park	Signage, parking, and restroom services to be provided in the park.	1
o	DFW access site on Crescent Lake	Signage, parking, and restroom services to be provided at the access site.	1
p	160th Street and 14th Avenue	Signage and parking to be provided at the intersection right-of-way.	1
q	Sunset Beach Park	Signage, parking, and restroom services to be provided in the park along with overnight camping.	1
r	Rosedale Playfields	Signage, parking, and restroom services to be provided in the park.	1
s	Civic Center	Signage, parking, and restroom services to be provided in the park.	1
t	Artondale	Signage and parking in the school	1



	Elementary School	parking lot on weekends.	
u	Hales Pass Recreation Center	Signage and parking to be provided in the park.	1
v	Kopachuck State Park	Signage, parking, and restroom services to be provided in the park along with overnight camping.	1
w	Voyager Elementary School	Signage and parking in the school lot on weekends.	1
x	Kopachuck Middle School	Signage and parking in the school lot on weekends.	1
y	Olympic Village Shopping Center	Signage and parking at the fringe of the shopping center.	1
z	Wollochet Drive north end Wollochet Bay	Signage and parking to be provided in the road right-of-way.	1

**Total trailheads**

**27**

### **9.9 Multipurpose trails**

Multipurpose trails may be developed to link major environmental assets, park and recreational facilities, community centers, and historical features on Gig Harbor. Generally, multipurpose trails may be developed to provide for one or more modes of recreational and commuter travel use including hiking and biking where appropriate.

To the extent possible, multipurpose trails may be developed within corridors separate from vehicular or other motorized forms of transportation. For example, multipurpose trails may be located on utility easements or in separate property alignments. In some instances, the trail may be developed as improvements within the right-of-way of established vehicular or other transportation corridors.

Typically, multipurpose trails may be developed to class 1 walking trail and class 1 AASHTO (American Association of State Highway & Transportation Officials) bicycle trail standards. The trails may provide 2-way travel on a concrete, asphalt or very fine crushed rock base between 8 and 12 feet in width. The trails may be of a slope not more than 1:50, handicap accessible and usable by all age and skill groups.

Trail corridors may be improved with trailhead services including rest stops, parking lots, restrooms, water, and air utilities. Where the trail is located in association with another park and recreational improvement or public facility, the trailhead may be improved with active picnic, playgrounds, and play areas.

Multipurpose trail corridors may be independent properties or include portions of other sites provided for resource conservancies, resource activities, athletic facilities, and other park and recreational or public facility properties. Linked with resource conservancies and resource activities, the multipurpose trails element plans may create a system of interconnected greenways to integrate and define the developed portions of the urban area in accordance with the Growth Management Act's (GMA) provisions for urban separators.

Multipurpose trail corridors may be developed on other publicly-owned lands using public use agreements or special easements; or on lands owned as portions of

road and highway right-of-way, stream corridor conservation or buffer zones of independent title.

**Vision**

As described, the multipurpose trails vision may be realized by providing recreational trail opportunities that:

- conserve natural features,
- define urban identities,
- link community facilities,
- serve persons with varied physical abilities and skills, and
- promote commuter and other more functional transportation methods.

**Multipurpose trail**

**Proposed**

There are no existing multipurpose trails within the Gig Harbor urban growth area. The following trail system will be developed to provide combined hike, bike, and some horse trail opportunities within the area. The trails generally follow public road and powerline right-of-way corridors, but may be relocated onto public and/or private property where owners approve.

1	<u>Cushman Trail</u> (Narrows/Burley Lagoon)	Hiking, biking, and horse trail from the Tacoma Narrows Bridge through the Gig Harbor urban growth area to Burley Lagoon using portions of SR-16, Tacoma Light Company powerline, and Burnham Road rights-of-way. The linear corridor will provide views of the shoreline, woodlands, and urban areas linking retail centers, parks, schools, and other community and transportation facilities with area residential neighborhoods.  The trail system will be coordinated with Pierce Transit to facilitate a hike/bike-and-ride service between the park-and-ride lots located along the corridor.	5.6
2	<u>Swede Hill/Tallman's Wetlands</u>	Alongside, and where possible, within the west right-of-way of SR-16 between the intersections of Burnham Drive and Wollochet Drive/Pioneer Way – with spur routes on Rosedale Street and Burnham Drive to the Narrows/Burley Lagoon Trail.  The linear corridor will parallel the Cushman Trail on the other side of SR-16 providing a loop system with access to parks, schools, and other destinations on both sides of the highway.	1.3

**Total miles multipurpose trail**

**6.9**

**Existing**

Parking, restroom, signage, and other biking services will be provided at the following sites.

a	Olympic Drive Trailhead	Signage and restroom services located on the eastside of Highway 16 along Olympic Drive. Service to both Cushman Trail and others.	1
<b>Total Trailheads</b>			<b>1</b>

**Proposed**

Parking, restroom, signage, and other biking services will be provided at the following sites.

a	Tacoma Narrows Bridge	Signage, parking, and restroom services to be provided in a park under the bridge.	1
b	Park-n-Ride lot on Kimball Drive	Signage and parking to be provided within the lot on weekends.	1
c	Peninsula Recreation Center	Signage, parking, and restroom services to be provided in the proposed picnic area in the woodlands.	1
d	WWTP	Signage, parking, and restroom services to be provided in the access roadway adjacent to the plan and old Gig Harbor Peninsula Historic Society's museum.	1
e	Park-n-Ride lot on Purdy Drive	Signage and parking to be provided within the parking lot on weekends.	1
f	Purdy Sand Spit Park	Signage, parking, and restroom services to be provided in the park.	1
g	Purdy Elementary School	Signage and parking to be provided in the school lot on weekends.	1
h	Park-and-ride lot at Goodenough Drive	Signage and parking in the lot on weekends.	1
i	<u>Wilkinson Homestead</u>	<u>Signage, parking and restroom services to be provided in the park in connection with the Cushman Trail extension phase II.</u>	<u>1</u>
j	<u>Borgen Boulevard</u>	<u>Signage, parking and restroom services to be provided in connection with the extension of the Cushman Trail phase II.</u>	<u>1</u>
k	<u>Wollochet Trailhead</u>	<u>Signage, parking and restroom services to be provided in connection with the extension of the Cushman Trail phase II.</u>	<u>1</u>
<b>Total trailheads</b>			<b>11</b>

**9.10 Streetscapes**

Streetscape improvements, which are a more urban form of multipurpose trail, may be developed to link community facilities, public buildings, commercial business districts, and other major activity centers within the Gig Harbor business districts. Generally, streetscapes may provide for one or more modes of recreational and commuter travel use including hiking and biking where appropriate - linked with public transit and other vehicular conveyance systems.

To the extent possible, streetscape improvements may be developed within the right-of-way of established vehicular or other transportation corridors. Where appropriate or necessary, however, the right-of-way or the streetscape improvement may be aligned off the roadway to incorporate gateways, parks, storefront boardwalks or plazas, and other pedestrian spaces.

Typically, the bikeway portion of streetscape corridors may be developed to class 1 walking trail and class 1 AASHTO (American Association of State Highway & Transportation Officials) bicycle trail standards. The trails may provide 2-way travel on a concrete, brick paver or asphalt base between 8 and 12 feet in width. The trails may be of a slope not more than 1:50, handicap accessible and usable by all age and skill groups.

Streetscape corridors may be improved with trailhead services including rest stops, parking lots, and transit connections. Where the streetscape is located in association with another park and recreational improvement or public facility, the corridor may be improved with active picnic, playgrounds, and play areas, restrooms, water, and air utilities. Where the streetscape is incorporated into adjacent retail spaces or plazas, the corridor may be improved with artworks and sculptures, water fountains, outdoor dining areas, amphitheaters and performing areas, and other activities of interest.

Streetscape corridors may be contained within or extensions of the public road right-of-way or include portions of other public sites acquired to define gateways or other linear park definitions. Streetscape improvements may also be developed and maintained on privately-owned lands subject to public use agreements or public access easements.

**Vision**

As described, the streetscape vision may be realized by providing recreational and commuter trail opportunities within the most urban developed areas that:

- conserve natural features,
- define gateway and urban identities,
- link public facilities and commercial business centers,
- serve persons with varied physical abilities and skills,
- promote commuter and other more functional transportation methods, and
- create pedestrian-friendly access zones and activity areas that support urban core areas.

**Streetscape projects**

**Proposed**

In accordance with previous urban design visioning workshops, the following street improvements may be accomplished to provide pedestrian amenities in the Gig Harbor business districts.

1	Pioneer Way/Harborview Drive Streetscape	Intersection improved with special pavings, traffic bollards, landscaping, seating areas, street trees, street lighting standards, and other furnishings. Pedestrian crossings widened and vehicular traffic slowed in the intersection. The furnishings will	na
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		introduce sidewalk kiosks, vendor sales, and cafes to increase pedestrian visibility and seasonal weather activities. The design themes will highlight the historical building facades and this site's strategic sense of place.	
2	Northshore Streetscape	Improved with special pavings, traffic bollards, landscaping, seating areas, street trees, street lighting standards, and other furnishings. Pedestrian crossings widened and vehicular traffic slowed through the district corridor. The furnishings will introduce sidewalk kiosks, vendor sales, and cafes to increase pedestrian visibility and seasonal weather activities. The design themes will highlight the historical building facades and this site's strategic sense of place - particularly in relation to the proposed hillclimb to Harbor Ridge Middle School, and overlook at the end of Peacock Hill Road.	na
2	<u>Skansie Avenue Streetscape</u>	<u>Improved pavement, traffic bollards, pedestrian crossings, street trees, street lighting standards and other furnishings.</u>	<u>na</u>
3	<u>Rosedale Street Streetscape</u>	<u>Improved pavement, traffic bollards, pedestrian crossings, street trees, street lighting standards and other furnishings.</u>	<u>na</u>
4	<u>38<sup>th</sup> Avenue Streetscape</u>	<u>Improved pavement, traffic bollards, pedestrian crossings, street trees, street lighting standards and other furnishings.</u>	<u>na</u>
5	<u>Harborview Drive Streetscape</u>	<u>Improved pavement, traffic bollards, pedestrian crossings, street trees, street lighting standards and other furnishings.</u>	<u>na</u>
6	<u>Soundview Drive Streetscape</u>	<u>Improved pavement, traffic bollards, pedestrian crossings, street trees, street lighting standards and other furnishings.</u>	<u>na</u>
7	<u>Hunt Street Streetscape</u>	<u>Improved pavement, traffic bollards, pedestrian crossings, street trees, street lighting standards and other furnishings.</u>	<u>na</u>
8	<u>Judson/Uddenberg/Stanich Streetscape</u>	<u>Improved pavement, traffic bollards, pedestrian crossings, street trees, street lighting standards and other furnishings.</u>	<u>na</u>

**Total streetscape improvement projects**

**na**

### **9.11 Recreational playgrounds, courts, and fields**

Playgrounds and grassy field facilities may be developed on a local basis to provide pickup games, youth sports, and leagues of interest to neighborhood children and families. These local park improvements may be combined with picnic shelters and tables, trail systems, natural areas, local schools, and other facilities to create an accessible neighborhood service system on Gig Harbor.

More competitive athletic court and field facilities may be developed on an areawide basis to provide for the highest quality competitive playing standards and requirements. The competitive athletic facility complexes may provide field activities that satisfy the largest number of organized and older age recreational league participants - including soccer, football, rugby, lacrosse, softball, and baseball.

Generally, regional athletic facilities may be developed to provide for older youth and adult league tournaments and other peak competition days, events, and schedules - thereby freeing fields located at elementary schools, neighborhood parks, and other local sites for younger age league participant games, practices, and neighborhood resident pickup play.

Neighborhood playgrounds and competitive athletic facilities may be sited as independent properties or portions of other sites that include trail corridors, resource activities, multiuse indoor centers or other public facilities. Where practical, neighborhood playgrounds may be co-located with elementary and intermediate schools, and competitive athletic facilities with middle and high schools. Where feasible and appropriate, both types of facilities may also be sited on lands that are owned and operated for other public purposes.

Generally, neighborhood playgrounds may be located at sites serviced by trails and local bicycling streets that are convenient to younger age neighborhood youth and families. Competitive athletic facilities may be located at sites serviced by arterial roads that are convenient to older age youth and adult league organizations. Regional athletic facilities may also be located on sites that can accommodate relatively high traffic volumes, evening lighted field use, noise, and other activities without adversely impacting adjoining land uses.

Neighborhood playground sites may be developed to provide flexible play capabilities - typically providing 1 to 2 small to full-sized fields at one location. Some sites may be designed to provide high capacity, flexible configurations on large grass or dirt areas with portable goal and backstop stanchions to allow for varied age groups and activities.

Competitive athletic field complexes may be developed to provide sustained, high capacity play capabilities - typically providing at least 3 to 5 full-size competition fields at one location. Most sites may be designed to provide high capacity, fixed field configurations including grass or dirt fields with permanent goals and backstops, perimeter fencing, spectator seating, and night-lighting systems.

Both types of sites may be improved with restrooms, concessions, and parking lots including grass overflow parking areas to accommodate peak events or schedules. Depending on the location, some sites may also be improved with tennis, basketball, volleyball courts, and other recreational facilities. Where

appropriate, some regionally competitive athletic sites may also be furnished with group picnic kitchens and possibly even recreational vehicle services to support tournament events.

When practical and feasible, regional athletic facilities may also be defined to include school stadiums, particularly where the stadiums are located with other competition fields or when the stadium can be used for recreational league tournaments or special events.

**Vision**

As described, the neighborhood playground, courts, and fields facilities vision may:

- provide flexible, informal playgrounds and areas,
- suited to younger age and local neighborhood game activities,
- in sites convenient to neighborhood youth and families,
- at sites that co-locate with elementary schools and facilities.

The regional courts and fields facilities vision may:

- provide the highest quality competitive play athletic facilities,
- of the highest capacity playing improvement designs,
- within convenient proximity to organized adult and older age recreational league playing populations,
- at sites that do not disrupt adjacent land uses, and
- at sites that co-locate with schools and/or utilize other major public facilities.

The strategy may alleviate overcrowding on smaller, more local park and elementary school fields so these sites can be used for younger age league participant games, practice sessions, and neighborhood resident pickup games.

**Playgrounds**

**Existing**

The following sites provide swings, slides, and other playground equipment.

1	City Park at Crescent Creek	Structured playgrounds in grassy setting with fence, benches, and adjacent picnic area.	2
2	City Hall/ Civic Center/Henderson Bay School	Renovate former playground in woodland setting with benches and adjacent picnic area.	1
3	Discovery Elementary School	Structured playgrounds adjacent to classrooms with benches and seating.	2
4	Purdy Elementary School	Structured playground adjacent to classrooms and multipurpose court area.	2
5	Gig Harbor RV Resort	Structured playground adjacent to concessions and swimming pool.	1

**Total existing playgrounds**

**8**

**Proposed**

The following sites may provide swings, slides, and other playground equipment.

1	City Park at Crescent Creek	Develop another playground facility with seating and picnic tables adjacent to Masonic Building and multiuse play area.	1
2	City Hall Civic Center/Henderson Bay School	Renovate former playground in woodland setting with benches and adjacent picnic area.	1
6	Gig Harbor North	Develop playground facility adjacent to picnic area and playfields in proposed community park.	1
7	Gig Harbor West Kenneth Leo Marvin Veteran's Memorial Park	Develop playground facility adjacent to picnic area and playfields in proposed community park.	1
8	Peninsula Athletic Complex	Develop playground facility adjacent to picnic area, concessions, and parking lot for proposed athletic complex.	1
<b>Total proposed playgrounds</b>			<b>5</b>

**Play areas**

**Existing**

The following sites provide grassy play areas and multiuse fields.

1	City Park at Crescent Creek	Grassy play area located adjacent to picnic area, playground, and creek beach trail.	0.5
2	Gig Harbor RV Resort	Grassy play area located adjacent to playground, concessions, and swimming pool.	unk
<b>Total existing play area acres</b>			<b>0.5</b>

**Proposed**

The following sites may provide grassy play areas, fields, and other multiuse, special event areas.

1	City Park at Crescent Creek	Develop another grassy play area and field adjacent to playground and picnic tables at Masonic Building expansion area – expand existing grassy area along creek bed.	1.3
5	City Hall Civic Center/Henderson Bay School	Renovate and expand existing fields to create a multipurpose “village green” to accommodate sports clinics, special events, and provide passive backdrop to city hall.	4.8
6	Jerisich Dock/ Skansie Park /Skansie Shipyard	Expand grassy area to include multipurpose picnic and special events area adjacent to net shed and proposed wooden boat center.	0.2
<b>Total proposed play area acres</b>			<b>6.3</b>



**Skateboard courts**

**Existing**

The following site provides a skateboard court.

1	City Hall Civic Center/Henderson Bay School	New concrete facility with jumps and sidewalls developed next to woodlands and picnic area.	1
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**Total existing skateboard courts 1**

**Basketball courts - outdoor**

**Existing**

The following sites provide half or full basketball courts.

1	City Park at Crescent Creek	Full basketball court provided next to tennis court and athletic field.	1
2	City Hall/ Civic Center	2 basketball courts on asphalt area adjacent to the playground.	2
3	Discovery Elementary	4 half-court basketball courts on asphalt area behind the main classroom area.	2
4	Purdy Elementary	2 half-court basketball courts on asphalt area next to playground.	1
5	Harbor Ridge Middle School	2 basketball courts on asphalt area next to gymnasium and track.	2
6	Peninsula High School	Outdoor basketball court and tennis court complex provided next to gymnasium.	1
7	Gig Harbor RV Resort	Outdoor basketball court provided next to playground, concessions, and swimming pool.	1

**Total existing outdoor basketball courts 10**

**Proposed**

The following sites may provide outdoor basketball courts.

8	Peninsula Athletic Complex	Develop outdoor basketball court adjacent to athletic field complex.	1
9	Kenneth Leo Marvin Veterans Memorial Park	Develop outdoor basketball court adjacent to athletic field complex.	1

**Total proposed outdoor basketball courts 2**

**Volleyball courts - outdoor**

**Existing**

The following sites provide outdoor volleyball courts.

1	Gig Harbor Spit Lighthouse	Sand volleyball court provided on beach adjacent to picnic table and lighthouse.	1
2	Gig Harbor RV Resort	Sand volleyball court provided in community activity area.	1

**Total existing outdoor volleyball courts 2**

**Proposed**

The following sites may provide outdoor volleyball courts.

3	City Park at Crescent Creek	Develop sand volleyball court adjacent to picnic, grassy play area, and playground.	1
4	Civic Center	Develop sand volleyball court adjacent	1

		to proposed picnic, grassy play area, and playground.	
5	Gig Harbor North	Develop sand volleyball court adjacent to proposed picnic, grassy play area, and playground.	1
6	Gig Harbor West Kenneth Leo Marvin Veterans Memorial Park	Develop sand volleyball court adjacent to proposed picnic, grassy play area, and playground.	1
<b>Total proposed outdoor volleyball courts</b>			<b>4</b>

**Tennis courts**

**Existing**

The following sites provide regulation tennis courts.

1	City Park at Crescent Creek	Outdoor tennis court provided next to athletic fields.	1
2	Gig Harbor High School	Outdoor tennis court complex provided adjacent to gymnasium.	4
3	Peninsula High School	Outdoor tennis court complex provided next to athletic fields.	4
4	Gig Harbor Athletic Club	Outdoor tennis courts provided next to training facility.	2
5	Canterwood Golf & Country Club	Outdoor tennis courts provided next to member-only clubhouse.	4
<b>Total existing outdoor tennis courts</b>			<b>15</b>

**Football fields**

**Existing**

The following site provides a regulation football field.

1	Peninsula Recreation Center	Grass regulation lighted field with bleacher stands and concessions.	1
2	Harbor Ridge Middle School	Grass regulation field located inside field and track.	1
3	Peninsula High School	Grass regulation lighted field with bleacher stands and concessions.	1
<b>Total existing football fields</b>			<b>3</b>

**Soccer fields**

**Existing**

The following sites provide soccer fields.

1	Civic Center/ Henderson School	Regulation sized grass field over baseball field layout.	1
2	Peninsula Recreation Center	1 regulation sized grass field over baseball field layout and 1 grassy youth field.	2
3	Tacoma Community College	Regulation sized grass field over baseball field layout.	1
4	Discovery Elementary School	Regulation grass field adjacent to playground.	1
5	Purdy Elementary School	2 nonregulation grass field adjacent to playground	2
6	Harbor Ridge Middle School	Regulation grass field over football field inside track.	1

7	Peninsula High School	Dedicated regulation grass field.	1
8	Gig Harbor Athletic Club	Nonregulation grass field adjacent to training facility.	1
<b>Total existing soccer fields</b>			<b>10</b>

**Proposed**

The following sites may provide soccer fields.

9	Gig Harbor North	Develop multiuse field area to provide flexible sports clinics and youth games.	1
10	Peninsula Athletic Complex	Develop regulation grass fields with lights over competition baseball fields.	2
<b>Total proposed soccer fields</b>			<b>3</b>

**Existing**

The following sites provide baseball and softball fields.

1	City Park at Crescent Creek	Grass 200-foot field with backstop, fences, and bleachers – and nonregulation practice field area.	2
2	Civic Center/Henderson School	2 grass fields with backstops and 1 200-foot grass field with backstop, fences, and bleachers in multiuse fields area.	3
3	Peninsula Recreation Center	2 dirt lighted 250-foot fields, 2 nonregulation practice fields, and 1 200-foot grass Little League field.	5
4	Discovery Elementary	2 nonregulation dirt practice fields.	2
5	Purdy Elementary	4 nonregulation dirt practice fields.	4
6	Harbor Ridge Middle School	1 250-foot dirt Little League field with backstop and 1 practice grass field.	2
7	Peninsula High School	1 250-foot grass lighted field with backstop, fences, and bleachers, and 1 grass nonregulation practice field.	2
8	Burnham Drive Ballfields	1 250-foot grass field with backstop, fences, and bleachers; and 2 nonregulation dirt practice fields.	3
<b>Total existing baseball/softball fields</b>			<b>23</b>

**Proposed**

The following sites may provide baseball and softball fields.

9	Gig Harbor North	Develop backstops in multiuse field area for sports clinics and youth games.	2
10	Peninsula Athletic Complex	Develop lighted, grass competition 250-foot fields for youth and adult games.	4
<b>Total proposed baseball/softball fields</b>			<b>6</b>

**Track**

**Existing**

The following sites provide track facilities.

1	Peninsula Recreation Center	Rubber-surfaced regulation field track sited around football field sharing lights, bleacher stands, and concessions.	0.25
2	Harbor Ridge Middle School	Rubber-surfaced regulation field track sited around football field.	0.25
3	Gig Harbor Athletic Club	Indoor upper story track located around exercise area.	0.05

**Total existing miles of track** **0.55**

**Parcourse**

**Existing**

The following site provides a parcourse exercise facility.

1	Discovery Elementary	Parcourse exercise stations located in wooded buffer area adjoining athletic fields and playground.	8
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**Total existing exercise stations** **8**

## **9.12 Recreation/community centers**

Community centers may be developed to provide indoor activities on a year-round basis throughout and/or centrally accessible to Gig Harbor residents for day and evening use. The facilities may be developed within a market oriented service concept that protects the specialized investments that have already been made in these facilities by the school district, county, and private organizations.

Under some circumstances, community centers may not be developed in the expanding urban growth areas where the using population will not be of sufficient size to realistically support an independent facility. In these circumstances, an existing center may be expanded within the next closest or supportable service area to provide facility requirements and programs.

Indoor community or recreation facilities may provide space for swimming pools (including outdoor facilities), gymnasiums, physical conditioning, arts and crafts, class and instruction rooms, meeting facilities, kitchens and dining, daycare and latch key, teen and senior center, and special population resource activities. Community centers may also incorporate historic museums, interpretive nature exhibits, and other buildings or constructions.

To the extent practical, community or recreation centers may utilize and/or be developed in conjunction with local school facilities. Where practical, school facilities may be utilized for after school programs that provide swimming pools, indoor gymnasiums, class and instruction space, meeting facilities, kitchen and dining either as loaned or leased space.

New buildings or additions may be built on or in conjunction with school sites as a shared resource when existing school building spaces are not available or of sufficient size to accommodate local needs. As a last resort, independent community centers may be developed to provide suitable space only where schools are not able to share space and sites.

Independent community center buildings and sites may also be developed to provide space and services for adult, senior or teen center activities that occur during or conflict with school activities and sites. Generally, these facilities may provide space and services that are not suitably provided at school sites or that may not be duplicated by school facilities and programs.

Adult, senior, and teen center services may be provided by a variety of other public and private agencies such as the YMCA in association with the park district.

When community and recreation centers are developed independent of school facilities, the buildings may be independent properties or portions of other sites that include trail corridors, resource activities, athletic facilities or other public facilities such as civic centers and libraries.

### **Vision**

As described, the community and recreation center vision may:

- provide a variety of indoor activities,
- within a convenient and serviceable proximity to using populations,
- within a facility and services concept that recognizes and supports the investments that have already made in existing park district, county, and school facilities and programs, and

- in cooperative ventures with other interested and participating public and private agencies.

**Swimming pools**

**Existing**

The following sites provide indoor swimming pools and locker facilities.

1	Gig Harbor High School	Indoor swimming facility with lap lanes, diving areas, and lockers.	3,150
2	Peninsula High School	Indoor swimming facility with lap lanes, diving areas, and lockers.	3,150
3	Gig Harbor Athletic Club	Indoor lap pool with lockers and exercise equipment.	525
4	Gig Harbor RV Resort	Indoor pool with locker facilities for resort users only.	1,200
5	Canterwood Golf & Country Club	Indoor pool with locker facilities for club members only.	1,200
6	<u>YMCA</u>	<u>Indoor pool with locker facilities for club member only.</u>	unk

**Total existing pool square footage** **9,225\***

\* Estimated square footage.

**Gymnasiums**

**Existing**

The following sites provide indoor gymnasiums providing basketball and volleyball courts, bleachers, and other facilities.

1	Discovery Elementary	Small multiuse gymnasium with basketball court.	3,774
2	Purdy Elementary	Small multiuse gymnasium with basketball court.	3,774
3	Harbor Ridge Middle School	Gymnasium with regulation basketball court, volleyball courts, and some spectator seating.	11,180
4	Gig Harbor High School	Gymnasium with competition basketball court, volleyball courts, and spectator seating.	10,400
5	Peninsula High School	Gymnasium with competition basketball court, volleyball courts, and spectator seating.	10,400
6	Gig Harbor Athletic Club	Gymnasium with basketball court, volleyball courts, and some spectator seating.	7,584
7	<u>YMCA</u>	<u>Gymnasium with basketball court.</u>	unk

**Total existing square footage** **47,052\***

\* Estimated square footage.

**Proposed**

The following sites may provide gymnasium facilities.

7	Elementary School #9	A new elementary school in the northeast portion of the urban growth area to provide a small multiuse gymnasium with basketball court.	3,744
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8	Middle School #3	A new middle school in the north portion of the urban growth area to provide a gymnasium with basketball court, volleyball court, and some spectator seating.	7,500
<b>Total proposed square footage</b>			<b>11,244</b>

**Physical conditioning facilities**

Existing

The following sites provide physical conditioning facilities including equipment and aerobics areas.

1	Gig Harbor High School	Physical conditioning facility with weights and other training equipment.	800
2	Peninsula High School	Physical conditioning facility with weights and other training equipment.	800
3	Gig Harbor Athletic Club	Physical conditioning facility with nautilus type equipment and aerobic space available for use on a fee basis.	800
4	Canterwood Golf & Country Club	Physical conditioning facility with nautilus type equipment and aerobic space for member use only.	800
5	<u>YMCA</u>	<u>Physical conditioning facility with weights, other types of training equipment and an indoor track.</u>	<u>unk</u>
<b>Total existing square footage</b>			<b>3,200*</b>

\* Estimated square footage.

**Indoor recreation courts**

Existing

The following site provides indoor racquetball and handball courts.

1	Gig Harbor Athletic Club	Indoor handball courts available for use on a fee basis.	4
2	<u>YMCA</u>	<u>Indoor Racquetball courts available for member use.</u>	<u>2</u>
<b>Total existing indoor courts</b>			<b>4 6</b>

**Arts and crafts**

Existing

The following sites provide a variety of arts and crafts instruction and activities areas.

1	Discovery Elementary	Small arts and crafts facility for elementary age students – not available general public.	900
2	Purdy Elementary	Small arts and crafts facility for elementary age student instruction – not available general public.	900
3	Harbor Ridge Middle School	Large arts and crafts facility for middle school age student instruction – not available general public.	1,800
4	Gig Harbor High School	Large multipurpose arts and crafts facility for high school age student instruction – not available general public.	2,700

5	Peninsula High School	Large multipurpose arts and crafts facility for high school age student instruction – not available general public.	2,700
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**Total existing square footage** 9,000\*

\* Estimated square footage.

**Proposed**

The following site may provide arts and crafts instruction and activities areas.

6	City Hall/ Civic Center	Flexible arts and crafts facility may be provided for a variety of age group interests in community center building located adjacent to village green.	1,000
7	Gig Harbor Peninsula Historical Society Museum	New museum to provide arts and crafts instruction for kids and adults along with a potential permanent studio with indoor and outdoor exhibit areas.	3,000

**Total proposed square footage** 4,000

**Classroom, meeting, and small training rooms**

**Existing**

The following sites provide flexible meeting and instruction spaces.

1	Bogue Building	Former Chamber of Commerce building – temporarily converted into city offices. Currently used as the Gig Harbor Visitor Center.	1,800
2	Gig Harbor RV Resort	Small meeting room available for camp users.	800

**Total existing square footage** 2,600\*

\* Estimated square footage.

**Proposed**

The following sites may provide flexible meeting and instruction spaces.

3	City Hall/ Civic Center	Flexible meeting, training, and classroom facilities may be provided in community center building.	4,000
4	Wilkinson Homestead	House to be retrofitted into a small special purpose meeting facility for weddings, anniversary parties, and other community uses.	2,000
5	Masonic Building	Historic Crescent Valley Schoolhouse/Masonic Building to be retrofitted into a general purpose community meeting and events facility.	5,000
6	St Nicholas Church	Historic church to be retrofitted <u>adaptively reused</u> for special purpose events including weddings, anniversary parties, and other community uses – possibly including a senior center in the ground floor area.	5,000



7	Gig Harbor Peninsula Historical Society Museum	New museum complex to provide arts and crafts instruction and studio along with flexible training classrooms on the first floor of the facility.	2,000
<b>Total proposed square footage</b>			<b>18,000</b>

**Auditoriums, stages, and large meeting facilities**

Existing

The following sites provide large meeting and assembly performance spaces.

1	Gig Harbor High School	Large auditorium with stage, lighting and sound, and other features available for public use on special basis.	2,000
2	Peninsula High School	Large auditorium with stage, lighting and sound, and other features available for public use on special basis.	2,000
3	Fire District 15 Headquarters Training	Large multipurpose meeting room(s) with kitchen/catering area and other features available for public use on special basis.	5,000
<b>Total existing square footage</b>			<b>9,000*</b>

\* Estimated square footage.

Proposed

The following sites may provide large meeting and assembly performance spaces.

4	City Hall/ Civic Center	The city hall and/or community center building to be located adjacent to the village green may provide a large, flexible meeting room with small stage or podium for special presentations and events.	1,200
5	Wilkinson Homestead	Barn to be <del>retrofitted</del> <u>adaptively reused</u> into a special events activity area – possibly with small stage and presentation platform.	4,000
6	Gig Harbor Peninsula Historical Society Museum	The new museum complex may provide a large, flexible meeting facility with kitchen/catering capability adjacent to the museum exhibits.	1,200
<b>Total proposed square footage</b>			<b>6,400</b>

**Kitchen and dining facilities**

Existing

There are no facilities, other than school cafeterias, providing dining or food preparation use by the public.

**Proposed**

The following site may provide food preparation and service facilities.

1	<u>City Hall/ Civic Center</u>	Central kitchen with stoves, refrigerator, and pantry to support seniors, meals-on-wheels, and daycare activities may be provided in community center building located adjacent to village green.	1,000
2	Gig Harbor Peninsula Historical Society Museum	New museum to provide a catering kitchen with warm-up stoves, refrigerator, and pantry to support activities using the great hall meeting room and/or other special events at the new complex.	800
<b>Total proposed square footage</b>			<b>1,800</b>

**Daycare and child nursery**

**Existing**

There are no facilities, other than private, providing childcare and preschool nursery services.

**Proposed**

The following site may provide a variety of child care and attendance spaces.

1	Civic Center	Childcare, pre-school, and possibly after-school facilities may be provided in community center building.	2,000
<b>Total proposed square footage</b>			<b>2,000</b>

### 9.13 Special use facilities

Facilities may be acquired or developed to provide special activities for the general population on a limited or special event occasion and/or for special interest populations at appropriate sites throughout Gig Harbor. Special use facilities may include historical or nature interpretive centers, marina and boating activities, golf courses and driving ranges, and similar special interest services.

Special use facilities may be independent properties or portions of other sites that include trail corridors, resource activities, athletic facilities, indoor recreation centers or other public facilities.

Special use facilities may be sited on other publicly-owned lands or under lease agreements with private land owners or organizations or on purchased properties.

#### Vision

As described, the special use facilities vision may:

- provide specialized facilities for the general population for a special event or activity,
- for specialized user group interests that are able and maying to pay user fees and charges or donate labor, operation, and other services,
- in a manner that is cost effective, and
- equitable in regards to those activities that accommodate the general population.

### Museums

#### Existing

The following site provides historical and cultural displays, educational materials, and exhibits.

1	Gig Harbor Peninsula Historical Society	Historical exhibits, storage, and interpretive facilities currently housed in a building located adjacent to the WWTP and Donkey/North Creek Sewer Treatment Plant.	3,000
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**Total existing square footage** **3,000\***

\* Estimated square footage.

#### Proposed

The following sites provide historical and cultural displays, educational materials, and exhibits.

1	Gig Harbor Peninsula Historical Society	New historical, cultural, arts, and nature interpretive facility to be developed at a new located location on Burnham Harborview Drive overlooking Austin Street and Donkey/North Creek Austin Estuary.	12,000
2	Jerisich Dock/ Skansie Park /Skansie Shipyards	One proposed use of Skansie House: the Museum option would use the house for special exhibits. Shipyards and homestead to be acquired and retrofitted to house wooden boats center, shipyard, and maritime museum along with special activities center.	8,252

**Total proposed square footage** **20,252**

**Nature interpretive facilities**

**Proposed**

The following sites may provide nature and/or natural history interpretive materials and exhibits.

1	Gig Harbor Peninsula Historical Society	New historical, cultural, arts, and nature interpretive facility to be developed at a new location ed on the corner of Harborview and North Harborview Burnham Drive overlooking Austin Estuary Street and Donkey/North Creek.	Na
2	Borgen/Donkey Creek Park Hatchery	Major nature and natural history interpretive exhibit to be developed and sited in association with the Historical Society's new facility on Borgen property overlooking Donkey Creek Hatchery.	2,000
3	Scofield Tidelands Austin Estuary	Small nature interpretive exhibit to be located on edge of tidelands adjacent to access trail.	1,000
<b>Total proposed square footage</b>			<b>3,000</b>

**Golf courses**

**Existing**

The following site provide golf course facilities.

1	Canterwood Golf & Country Club	Private membership facility available to general public for a fee with an 18 hole par 3+ course and clubhouse.	18
2	Gig Harbor Golf & Country Club	Private membership facility available to general public for a fee with an 18 hole par 3+ course and clubhouse.	18
3	Madronna Golf & Country Club	Public facility available to play for a fee with an 18 hole par 3+ course and clubhouse.	18
<b>Total existing holes</b>			<b>54</b>

**Firearms ranges**

**Existing**

The following sites provide firearm shooting facilities.

1	Gig Harbor Sportsmen Club	Membership facility available to general public for a fee with an estimated 12 target outdoor firing range facility.	12
<b>Total existing firing positions</b>			<b>12</b>

### 9.14 Support facilities

Facilities may be developed to provide maintenance yard, plant nursery, and administrative activities necessary to support park, recreation, and open space programs and facilities.

Support facilities may be independent properties or portions of other sites that include other administrative offices, maintenance yards and shops, as well as trail corridors, resource activities, athletic facilities, indoor recreation centers or other park and recreation facilities.

#### Vision

As described, the support facilities vision may:

- provide facilities necessary to service park, recreation, and open space programs and activities for the general population, and
- in a manner that is cost effective.

### Operations facilities

#### Existing

The following sites provide maintenance shops, storage areas, administrative offices, and caretaker buildings.

1	City Park at Crescent Creek	Modular storage building located at edge of parking lot to house park maintenance equipment and supplies.	200
2	Public Works Yard	Office, shop, storage, and supply portions of public works yard located north of Peninsula Recreation Center.	3,000
3	City Hall/ <u>Civic Center</u>	Staff offices and public counter located in Public Works Department in ground floor of existing City Hall building.	100 <u>36,000</u>

**Total existing square footage 39,200\***

\* Estimated square footage

#### Proposed

The following sites may provide maintenance shops, storage areas, administrative offices, and caretaker buildings.

2	Public Works Yard	Office, shop, storage, and supply portions of public works yard to be expanded to accommodate growing parks maintenance staff and responsibilities.	6,000
4	Wilkinson Homestead	Equipment and supply storage space to be provided in outbuildings on-site.	400
5	<del>Civic Center</del>	<del>New staff offices and public counter to be provided in city hall building to be located in civic center.</del>	<del>200</del>

**Total proposed square footage 6,400**

### Public restrooms

#### Existing

The following sites provide permanent restroom facilities for park users.

1	City Park at Crescent Creek	Specially designed permanent building with fixtures and picnic support.	6
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2	<u>Jerisich Dock/ Skansie Park</u>	Specially designed permanent building with fixtures and picnic support.	6
3	<u>Grandview Forest Park</u>	Specially designed permanent building with fixtures and picnic support.	4
4	<u>Olympic Drive Trailhead</u>	<u>Specially designed permanent building with fixtures and picnic support.</u>	<u>unk</u>
<b>Total existing fixtures</b>			<b>16</b>

**Proposed**

The following sites may provide permanent restroom facilities for park users.

4	<u>WWTP</u>	Permanent facility to provide restroom services in trailhead for Narrows/Purdy and Donkey/North Creek Trails.	4
5	<u>Peninsula Recreation Center</u>	Permanent facility to provide restroom services for proposed picnic area and outlying athletic fields.	4
6	<u>Finholm Hillclimb</u>	Permanent facility to provide restroom services for Harborview Trail and Northshore business district users.	4
7	<u>Gig Harbor North</u>	Permanent facility to provide restroom services for proposed playground, picnic area, and multiuse fields park.	4
8	<u>Gig Harbor West</u>	Permanent facility to provide restroom services for proposed playground, picnic area, and multiuse fields park.	4
9	<u>Peninsula Athletic Complex</u>	Permanent facility to provide restroom services for proposed playground, picnic area, and competition athletic fields park.	12
10	<u>Wollochet Drive Trailhead</u>	<u>Permanent facility to provide restroom services for Cushman Trail.</u>	<u>unk</u>
11	<u>Wilkinson Park</u>	<u>Permanent facility to provide restroom services for proposed picnic area, Cushman Trailhead and park.</u>	<u>unk</u>
12	<u>Borgen Drive Trailhead</u>	<u>Permanent facility to provide restroom services for Cushman Trail.</u>	<u>unk</u>
<b>Total proposed fixtures</b>			<b>32</b>

## **Chapter 10: Public opinion**

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Public opinions were collected concerning park, recreation, and open space issues from a telephone survey. Following is a brief summary of major findings; the complete survey results are shown in the appendix.

### **10.1 Telephone survey**

A random sample of resident voter households in Gig Harbor were contacted in early February 1999 to participate in a controlled survey concerning park, recreation, and open space needs and priorities.

Approximately 200 households agreed to participate in the survey and were mailed a copy of a summary description of the plan and a copy of the questionnaire. 100 households – the size of the sample objective, completed surveys during follow-up telephone calls, of which 50% were male and 50% were female voters. The remaining households were contacted but for various reasons did not complete their surveys by the time the 100-sample group objective had been completed.

The survey results are accurate to within +/-10% of the opinions of the general population (the statistics are rounded and may not add to 100%). The statistics also account for undecided (ranged from 0 to 3% of the total) but do not depict the percents in the tables shown.

Following is a brief summary of the findings for the total sample group - the complete telephone survey contents are provided in the appendix.

#### **Location of residence**

Approximately 36% of the respondents live west of SR-16, 38% east of SR-16 and north of Wollochet Drive and Pioneer Way, and 20% east of SR-16 and south of Wollochet Drive and Pioneer Way.

#### **Length of residence**

Most survey participants are very long time residents of Gig Harbor (63% more than 10 years) or relatively long time residents (21% between 6-10 years). A relatively small percentage of the participants were newcomers (1% between 0-1 and 15% between 2-5 years).

#### **Housing tenure**

Most survey participants live in owner occupied housing (89%) though a representational amount live in (11%) in rental units.

**Recreation program priorities**

Survey participants were asked to rate the need for recreation programs on Gig Harbor in general on a scale of 1 to 5 where 1 is the least important and 5 is the most important.

A choice was considered critical or very important if the participants selected ratings of 4 or 5 in high percentages, nice-to-have or medium if the participants selected a 3 rating, and not important if the participants selected ratings of 1 or 2 in high percentages. Following is a rank ordering of their selections.

Recreational program in priority sequence	Ratings		
	1 + 2 low	3 medium	4 + 5 high
Teen social and athletic events	12%	26%	62%
Senior social and health activities	14%	34%	52%
Aquatic instruction and recreation	26%	25%	48%
Recreation leagues - nonschool	23%	31%	46%
Before/after school child care/latch key programs	34%	23%	42%
Physical conditioning and fitness classes	31%	39%	30%
Self-help classes - finances, health, fashion	54%	28%	18%
Arts and crafts instruction	58%	28%	14%
Drama and performing arts	57%	35%	8%
Other programs – 40 proposals	53%	9%	8%

Note - the overall results indicate the relative rank-order importance the survey participants gave these needs as a general population - and therefore, which needs would likely receive the highest general population approval ratings where general funds, for example, to be used to finance program services.

Conversely, a low rank-order does not mean the need should or does not need to be provided. Rather, that the need may appeal to a more limited age or interest group (drama and performing arts, for example) and may need to be funded by special means or discretionary revenue sources rather than general monies.

**Program costs**

Survey respondents were asked to rate the following methods of paying for recreational programs assuming that it would require more money to provide present or future services.

Program cost option in priority sequence	ratings		
	1 + 2 low	3 medium	4 + 5 high
Use or increase user fees	9%	20%	70%
Use greater amount of city property tax revenues	29%	29%	42%
Reduce the number	28%	29%	41%
Reduce the quality	63%	12%	13%

**Facility priorities in general**

A principal objective of the telephone survey was to determine what resident voters thought about possible project priorities - especially which projects should be considered for general funding applications as opposed to special funding revenues or strategies.



Consequently, survey participants were asked to select project proposals on a scale of 1 to 5 where 1 was the lowest and 5 the highest priority. The responses were described exactly as defined below without the aid of illustrations or other materials. The results indicate how resident voters react in general to these concepts rather than to any project design or content particulars. Following is a rank ordering of their priorities by project category.

	Ratings		
	1 + 2 low	3 medium	4 + 5 High
<b>Park facilities in priority sequence</b>			
On-road sidewalks and walkways	11%	17%	72%
Children's playgrounds and play areas	10%	20%	70%
Off-road walking and hiking trails	13%	23%	64%
Harbor/downtown walkways with flowers...	17%	22%	61%
On-road bicycle lanes	21%	20%	59%
Open spaces	19%	23%	58%
Wildlife habitat areas	23%	22%	55%
Teen center facilities	16%	29%	55%
Soccer, baseball, and softball fields	15%	32%	53%
Multipurpose hike and bike trails	27%	22%	51%
Senior center facilities	18%	33%	49%
Picnic tables and shelters	16%	39%	45%
Historical buildings and museums	24%	34%	42%
Indoor/outdoor swimming pool	32%	30%	38%
Indoor/outdoor basketball, volleyball, tennis	22%	41%	37%
Skateboard/rollerblading court	42%	22%	36%
Community classrooms and meeting facilities	33%	34%	33%
Daycare and child nursery facilities	47%	21%	32%
Boat launching facilities	35%	38%	27%
Indoor gym and physical conditioning facility	41%	36%	23%
Performing arts and theater facilities	43%	35%	22%
Arts and crafts facilities	53%	34%	13%
Other proposals – 31 responses	15%	6%	10%

Note - the overall results indicate the relative rank-order importance the survey participants gave these projects as a general population - and therefore, which projects would likely receive the highest general population approval ratings where general funds or general obligation bonds, for example, to be used to finance project developments.

Conversely, a low rank-order does not mean the project should or does not need to be accomplished. Rather, that the project may appeal to a more limited age or interest group (arts and crafts facilities, for example) and may be funded by special means or discretionary revenue sources rather than general monies.

**Project priorities**

Survey participants were also asked to select project proposals on a scale of 1 to 5 where 1 was the lowest and 5 the highest priority for specific project proposals that were illustrated. The results indicate how resident voters react to these project concept particulars. Following is a rank ordering of their priorities by project.

Project proposals in priority sequence	Ratings		
	1 + 2 low	3 medium	4 + 5 high
<u>City Park at Crescent Creek</u> – expand the existing ballfield to allow soccer, and develop multipurpose fields for youth games, sports clinics, and other daytime uses behind the Masonic Building.	9%	21%	68%
<u>Jerisich Park/Skansie Shipyard</u> – should the property become available, acquire some or all of the historic Skansie Shipyard and develop additional lawn picnic areas, waterfront overlooks, performance theater floating platform, wooden boat center in the garage and net shed, and a museum in the Skansie homestead.	18%	20%	60%
<u>City Park at Crescent Creek</u> – acquire the wetlands and woodlands adjacent to Crescent Creek and develop additional group picnic facilities, playgrounds, interpretive trails, and parking areas	14%	23%	59%
<u>Shoreline trails</u> – where property owners and public tideland ownership allow, designate walking routes along Puget Sound shoreline such as between the harbor lighthouse and Sunset Park, and the old ferry landing and the Narrows Bridge	23%	16%	58%
<u>Walking and hiking trails</u> – develop a system of on and off-road local walking and hiking trails between residential neighborhoods, schools, and park sites using Tacoma City Light powerline right-of-way, Harborview Drive, Rosedale Street, and Pioneer Way	18%	23%	57%
<u>Borgen Property/Austin Street/Donkey Creek Hatchery</u> – acquire the Borgen property and reconfigure Austin Street to provide a fish hatchery, nature and historical interpretive center, group picnic facility, and harbor gateway park overlooking Donkey/North Creek and adjoining the planned Gig Harbor Peninsula Historical Society’s museum facility	19%	23%	55%
<u>Old Ferry Landing on Harborview Drive</u> – develop an overlook, picnic tables, parking area, sidewalk access, and special street accents at the east end of Harborview Drive overlooking the old ferry landing on Puget Sound	24%	20%	54%
<u>Burnham Drive/Donkey Creek</u> – acquire the former right-of-way alignment north of Austin Street and develop a trail and public access site alongside Donkey/North Creek	26%	17%	52%

<u>Scofield Tidelands</u> – acquire the tidelands only at the confluence of Donkey/North Creek into Gig Harbor bay and develop an interpretive trail and nature overlook	24%	23%	51%
<u>Tallman Wetlands</u> – acquire through developer donations, the wetlands adjacent to Wollochet Drive and SR-16 and develop interpretive trails, nature stands, and picnic tables	26%	23%	49%
<u>Purdy/Narrows Trail</u> – work with the county to develop a multipurpose bike, hike, and horseback riding trail on or adjacent to the Tacoma City Light powerline right-of-way from the Narrows Bridge to Purdy Sand Spit with trailheads at the wWTP, Wilkinson Homestead, Peninsula Recreation Center, Grandview Forest Park, and SR-16 park-n-rides	25%	25%	48%
<u>Civic Center</u> – as part of the city hall and police station complex to be developed at old Henderson Bay School, develop trail connections with the downtown, a multipurpose village green and special outdoor event gathering space, and a community building housing daycare, classrooms, arts, and other spaces for daytime activities.	25%	27%	45%
<u>Jerisich Park</u> – expand the picnic shelter and provide water and power services to the moorage slips on the floating dock	30%	23%	45%
<u>Gig Harbor Peninsula Historical Society &amp; Museum</u> – coordinate and encourage the Society to develop an educational building, museum, and amphitheater on their new property overlooking Austin Street, Borgen Property, and Donkey Creek hatchery.	28%	25%	44%
<u>Wheeler Street-end</u> – acquire the waterfront property adjacent to the south end of Wheeler Street and develop a harbor overlook, picnic site, and kayak launch site	31%	22%	43%
<u>Bicycle touring routes</u> – work with the county to designate a system of on-road bicycle touring routes between the city and rest of Gig Harbor Peninsula on Crescent Valley Road, Burnham Drive, Harborview Drive, Rosedale Street, Pioneer Way, Wollochet Drive, and Soundview Drive.	30%	25%	43%
<u>Grandview Forest Park</u> – develop group picnic facilities, a parking area, and trailhead between the woodlands and the old Henderson Bay School playfields (the proposed civic center site)	29%	25%	42%

<u>Masonic Building/City Park</u> – should the property become available, acquire and convert the historic Crescent Valley Schoolhouse/Masonic Building into a daycare, youth center, and meeting facility.	36%	19%	42%
<u>Peninsula Athletic Complex (Tallman Park)</u> – in a joint venture with Pierce County, develop competition level baseball and soccer fields, playground, and picnic facilities at the Tallman property in the southwest corner of the city.	23%	33%	41%
<u>Pioneer Way/Harborview Drive Streetscape</u> – install special pavings, landscape plantings, signage, street lights, outdoor cafes, and other people activities at this major downtown intersection.	36%	23%	38%
<u>Saint Nicholas Church</u> – should the property become available, acquire the conserve the historic Saint Nicholas Church on Chinook Avenue as a senior center and special events meeting facility.	25%	36%	37%
<u>Water trail</u> – designate a system of kayak and canoe launch sites into the harbor from Wheeler Street, the Scofield Property, Jerisich Park, and other street-ends	35%	28%	35%
<u>Finholm Hillclimb</u> – assist with the final development of the hillclimb overlooks and stairways between Harbor Ridge Middle School and the Harborview Drive trail through the Northshore business district.	34%	31%	33%
<u>Gig Harbor North</u> – acquire and develop a multipurpose community park with playgrounds, athletic fields, and picnic facilities in the north end of the city.	35%	30%	31%
<u>Gig Harbor West</u> – acquire and develop a multipurpose community park with playgrounds, athletic fields, and picnic facilities in the west end of the city.	29%	35%	30%
<u>Baptist Church</u> – should the city encourage the historic church be acquired for Peninsula Heritage Land Trust offices, senior center activities, and as a special meeting facility.	43%	24%	29%
<u>Peninsula Recreation Center</u> – develop group picnic facilities and a local trail system in the woodlands north of Gig Harbor High School athletic fields	41%\$	29%	28%
<u>Grandview Forest Park Hillclimb</u> – develop hillclimb overlooks and stairways between Grandview Forest Park and the old Henderson Bay School (proposed civic center) and the downtown.	47%	34%	27%

WWTP – develop a trailhead, group picnic facility, and meeting rooms at the existing Gig Harbor Peninsula Historical Society’s facility at the Wastewater Treatment Plant overlooking Donkey/North Creek	40%	32%	26%
*Wilkinson Homestead – develop group picnic facilities, interpretive trails, and deck overlook of the wetland behind the holly tree grove	48%	25%	24%
*Wilkinson Homestead – refurbish the homestead as a special events meeting facility, the barn as a performing arts center, and the grounds as a holly tree farm and barnyard.	41%	32%	22%

\* Wilkinson Homestead was given a relatively high priority in previous planning surveys. The low ranking indicated here may be due to the controversy reported in the newspaper concerning the condemnation proceedings initiated to acquire this site during the survey time period.

**Growth management**

All survey participants were advised that in the next 6 years the city’s population could increase by another 2,400 people (or by approximately 58% more than the existing population of 4,130 persons) as vacant lands are developed for more housing and annexed to the city. Survey participants were asked whether there would be enough existing public and private agency park, recreation, and open space on the island (not including any of the above proposals) to provide for this population increase.

Approximately 63% of all survey participants indicated the existing supply would not be sufficient, compared with 17% who indicated there would be, and 20% who didn't know.

**Project costs**

Survey respondents were advised that the existing public and private agency inventory of park, recreation, and open space on the island is estimated to be worth about \$3,000 per an average single family house – meaning this amount must be paid by someone to compensate for the impact generated on park, recreation, and open space by each new house added to the inventory if the island is to maintain the same standards for park, recreation, and open space. Given this fact, the respondents were asked to rate the following methods for dealing with impacts.

Project cost option in priority sequence	Ratings		
	1 + 2 low	3 medium	4 + 5 high
Collect a growth impact fee	14%	7%	79%
Use city tax revenues	19%	39%	42%
Lower standards	76%	16%	6%

**Growth impact fee amount**

Survey participants were asked to indicate what amount should be collected (between \$3,000 equal to 100 percent of the value and \$0 equal to 0 percent of the value) for each new housing unit in the event a growth impact fee were to be collected from new residential developments on the island.

A plurality or 67% of all survey participants would approve a fee above \$1,500 or 50% of value.

**General obligation bonds**

Survey participants were advised that growth impact fees, if used, can only collect monies with which to build facilities to provide for additional population growth. Growth impact fees can not be used to expand or improve facilities that serve existing residents. Projects that would improve or develop the existing park, recreation, and open space system must be funded by other methods including the use of voter approved bonds.

**Bond amount**

Survey participants were asked how much, if anything, their household would be willing to pay per year for park, recreation, and open space improvements that would benefit existing residents.

Approximately 84% of all participants indicated they would be willing to pay some amount per year to finance a general obligation bond for park, recreation, and open space improvements within the residential service zones - compared with 16% who would not pay any amount. The mean amount the respondents would pay was \$150.13 per year.

**Joint venture opportunities**

Survey respondents were advised that besides Gig Harbor - the Peninsula School District, Pierce County, and a variety of other public and private agencies own and operate park, recreation, and open space within the urban growth area. The respondents were asked to rate, on a scale of 1 to 5, the following joint venture opportunities with these agencies.

	ratings		
	1 + 2 low	3 medium	4 + 5 high
<b>Joint venture development opportunities with</b>			
Peninsula School District	13%	20%	63%
Nonprofit agencies	14%	26%	55%
Private-for-profit agencies	37%	20%	39%
<b>Joint venture operation/maintenance with</b>			
Peninsula School District	15%	19%	62%
Nonprofit agencies	21%	22%	54%
Private-for-profit agencies	48%	18%	30%

**Conclusion**

In general, the results of the telephone survey indicate resident city voters will support user fees, growth impact fees, general obligation bonds, and joint venture projects if the programs and projects are conceived along the lines indicated in the survey results.



## Chapter 11: Implementation

### 11.1 Gig Harbor 2000-2006 financial strategies

Based on the land and facility demands projected in the proceeding chapter, a Gig Harbor financial strategy for the next 6-year period (2000-2006) must generate between \$5,585,899 and \$9,585,899 depending on the extent to which the city seeks to implement the city's share of the composite PLOS additions.

<b>Proposed expenditures</b>	Alt 1	Alt 2	Alt 3
Renovations and repairs	\$ 222,260	\$ 222,260	\$ 222,260
ELOS additions	1,363,639	1,363,639	1,363,639
PLOS additions	4,000,000	6,000,000	8,000,000
<b>Total</b>	<b>\$ 5,585,899</b>	<b>\$ 7,585,899</b>	<b>\$ 9,585,899</b>
<b>Proposed revenues</b>			
Capital facility program revenues	\$ 2,431,222	\$ 2,431,222	\$ 2,431,222
Growth impact/SEPA mitigation	926,526	926,526	926,526
Park bonds	2,228,151	4,228,151	6,228,151
<b>Total</b>	<b>\$ 5,585,899</b>	<b>\$ 6,356,314</b>	<b>\$ 7,585,899</b>
<b>Annual cost for GO bond*</b>			
\$100,000 house value	\$ 33.26	\$ 66.11	\$ 92.96
\$224,900 average house value	74.79	141.92	209.06

\* Financed at 6.75% interest for 20 years.

Three alternative financial strategies illustrate the choices available Gig Harbor under an integrated funding strategy. The strategies combine possible scenarios concerning the forecasting of general funds for park expenditures, the imposition of growth impact fees, and the options possible for a general obligation bond.

The forecasts are conservative, based on the average trends indicated in general fund expenditures by the city during past years. The projected revenues have been adjusted to account for expected increases in the tax and revenue base valuations over the 6-year forecast period.

#### **Alternative 1**

This alternative (a conservative scenario) would finance \$5,585,899 in combined maintenance and repair, and the city's share of existing and proposed level-of-service (E/PLOS) facility improvements if:

- Capital facility program revenues - from general funds, real estate excise tax (REET), SEPA mitigations, and state and federal grant revenues remain in about the same proportions as recent years,



- Growth impact fee - were assessed at approximately 65% (or \$636 per person) of the cost of maintaining the city's existing level-of-service (ELOS) standards through additional population increases (equal to \$1,500 per dwelling unit where the unit averages 2.47 residents), and
- Park, recreation, and open space bond - were approved to finance the remaining costs necessary to realize the proposed level-of-service (PLOS) standard (equal to an annual payment of \$33.26 for a bond for a \$100,000 house value if the bond is financed at 6.75 percent interest for 20 years).

### **Alternative 2**

This alternative (a moderate scenario) would finance \$7,585,899 in combined maintenance and repair, and the city's share of existing and proposed level-of-service (E/PLOS) facility improvements if:

- Capital facility program revenues - from general funds, real estate excise tax (REET), SEPA mitigations, and state and federal grant revenues remain in about the same proportions as recent years,
- Growth impact fee - were assessed at approximately 65% (or \$639 per person) of the cost of maintaining the city's existing level-of-service (ELOS) standards through additional population increases (equal to \$1,500 per dwelling unit where the unit averages 2.47 residents), and
- Park, recreation, and open space bond - were approved to finance the remaining costs necessary to realize the proposed level-of-service (PLOS) standard (equal to an annual payment of \$63.11 for a bond for a \$100,000 house value if the bond is financed at 6.75 percent interest for 20 years).

### **Alternative 3**

This alternative (an aggressive scenario) would finance \$9,585,899 in combined maintenance and repair, and the city's share of existing and proposed level-of-service (E/PLOS) facility improvements if:

- Capital facility program revenues - from general funds, real estate excise tax (REET), SEPA mitigations, and state and federal grant revenues remain in about the same proportions as recent years,
- Growth impact fee - were assessed at approximately 65% (or \$639 per person) of the cost of maintaining the city's existing level-of-service (ELOS) standards through additional population increases (equal to \$1,500 per dwelling unit where the unit averages 2.47 residents), and
- Park, recreation, and open space bond - were approved to finance the remaining costs necessary to realize the proposed level-of-service (PLOS) standard (equal to an annual payment of \$92.96 for a bond for a \$100,000 house value if the bond is financed at 6.75 percent interest for 20 years).

## **11.2 Recommendation**

A feasible city financial strategy lies somewhere within alternative 2 where:

- monies allocated from capital facility program revenues – remain equal to the amount provided in recent years.
- the growth impact fee equals 65% - of the actual cost of maintaining the existing level-of-service (ELOS) standard (or at least \$1,500 per single family housing unit),
- a proposed bond raises about \$4,000,000 - at a rate equal to an annual payment between of \$141.92 per a median house value of \$224,900.

If the amount of monies provided from capital facility program revenues are increased, then the amounts that must be generated from growth impact fee assessments and/or the bond amount and rate may be lower. Conversely, if the amount of monies provided from capital facility program revenues is lower and/or if the growth impact fee or the bond amount is lower;

- then some or most of the proposed level-of-service (PLOS) enhancements will have to be reduced - or extended beyond the next 6-year programming time period.

**Application COMP 08-0003:  
3720 Harborview Drive Land Use Map  
Amendment**

Pl-Como 08-0003

<b>CITY OF GIG HARBOR APPLICATION</b>	<b>CITY USE ONLY</b>
<input type="checkbox"/> Comprehensive Plan Text Amendment <input checked="" type="checkbox"/> Comprehensive Plan Map Amendment	Date Received: <u>2/28/08</u> By: <u>Jennifer Cino</u> Receipt # _____ By: _____

Name of project / proposal: Lighthouse Square Comp Plan MAP AME

<b>Applicant:</b> <u>Lighthouse Square, LLC</u> <small>(Name)</small> <u>3720 Harborview Dr.</u> <small>Street Address Phone</small> <u>Gig Harbor, WA 98335</u> <small>City &amp; State Zip</small> <u>253-312-6765</u> <b>Owner:</b> <u>Same as Above</u> <small>(Name)</small> <small>Street Address Phone</small> <small>City &amp; State Zip</small>	<b>Property Location:</b> Address: <u>Same</u> Section: <u>5</u> Township: <u>21</u> Range: <u>2</u> Assessor's Tax Parcel Number: <u>0221053089</u> Full Legal Description (attach separate sheet if too long) <u>SEE attached "A"</u> Acreage or Parcel Size <u>12,000 Sq. Ft.</u> <b>Utilities:</b> 1. Water Supply (Name of Utility if applicable) a. Existing: <u>City of Gig Harbor</u> b. Proposed: _____ 2. Sewage Disposal: (Name of Utility if applicable) a. Existing: <u>City of Gig Harbor</u> b. Proposed: _____ 3. Access: (name of road or street from which access is or will be gained.) <u>Harborview Drive</u>
---	---

**I(We):** MICHAEL A. AVERILL  
(Name)  
Michael A Averill 2/28/08  
Signature Date  
Signature Date

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

Current Comprehensive Plan Designation: Residential Low Requested Comprehensive Plan Designation: Residential Medium

Existing land use: Describe (or illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines.

Clark News attorney

CITY RECEIVED  
 OF GIG HARBOR  
 FEB 24 2008  
 COMMUNITY DEVELOPMENT

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FEB 28 2008  
COMMUNITY  
DEVELOPMENT

### Purpose of Proposed Amendment

The applicant, Lighthouse Square, LLC, proposes a Comprehensive Plan Map Amendment to change the current Plan Designation of the subject property from Residential Low to Residential Medium. The purpose of the proposed amendment is to permit the property to be rezoned from R-1 to RB-1. The property currently contains a glass business and a marine sales and repair business, both of which are legal non-conforming uses, based upon the historic use of the property, prior to enactment of the present zoning. Changing the land use designation and zoning would not alter the historic use of the property, but would permit modification and improvement of the ongoing business use of the property, consistent with the current use of the property and the adjacent parcels.

The proposal is consistent with the Growth Management Act and countywide planning policies, in that it would permit continued operation of small businesses within an urban area, rather than necessitating relocation to areas that are rural and less accessible to the general public. For the same reasons, the amendment would further the purpose of the City's comprehensive plan and is consistent with the plan and other City plans and codes.

New Business - 1



Pierce County Assessor-Treasurer  
electronic Property  
Information Profile (e-PIP)



Ken Madsen  
Assessor-Treasurer

Pierce County Home Assessor-Treasurer Home Parcel Search Sales Search Recorded Documents Permits  
Summary Taxes/Values Land Buildings Sales Map

Parcel Map for 0221053089

02/26/2008 01:05 PM

Taxpayer Details	Property Details
<b>Taxpayer Name:</b> LIGHTHOUSE SQUARE LLC	<b>Parcel Number:</b> 0221053089
<b>Mailing Address:</b> 3720 HARBORVIEW DR GIG HARBOR WA 98332-2185	<b>Site Address:</b> 3720 HARBORVIEW DR
	<b>Account Type:</b> Real Property
	<b>Category:</b> Land and Improvements
	<b>Use Code:</b> 5999-RETAIL STAND ALONE

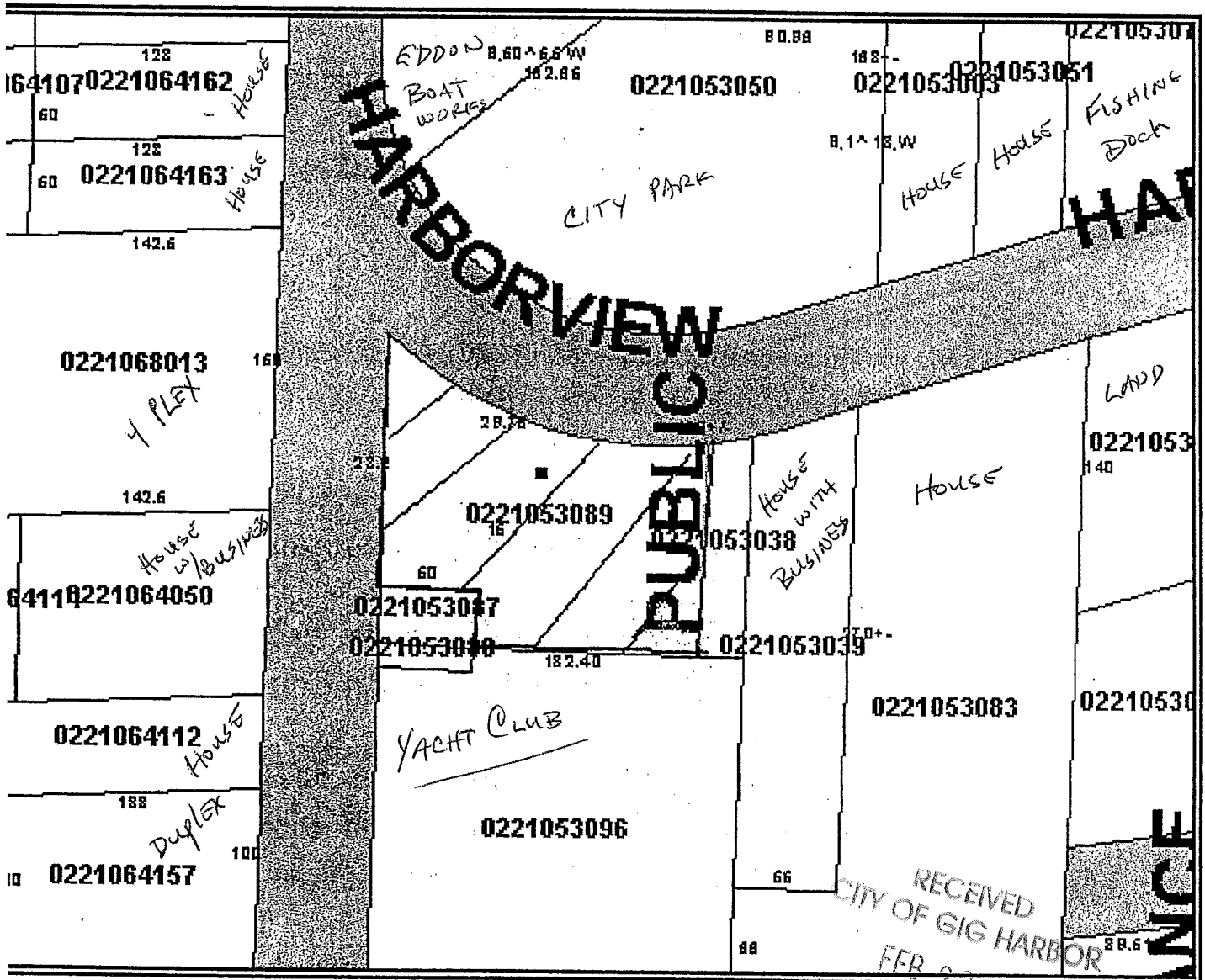
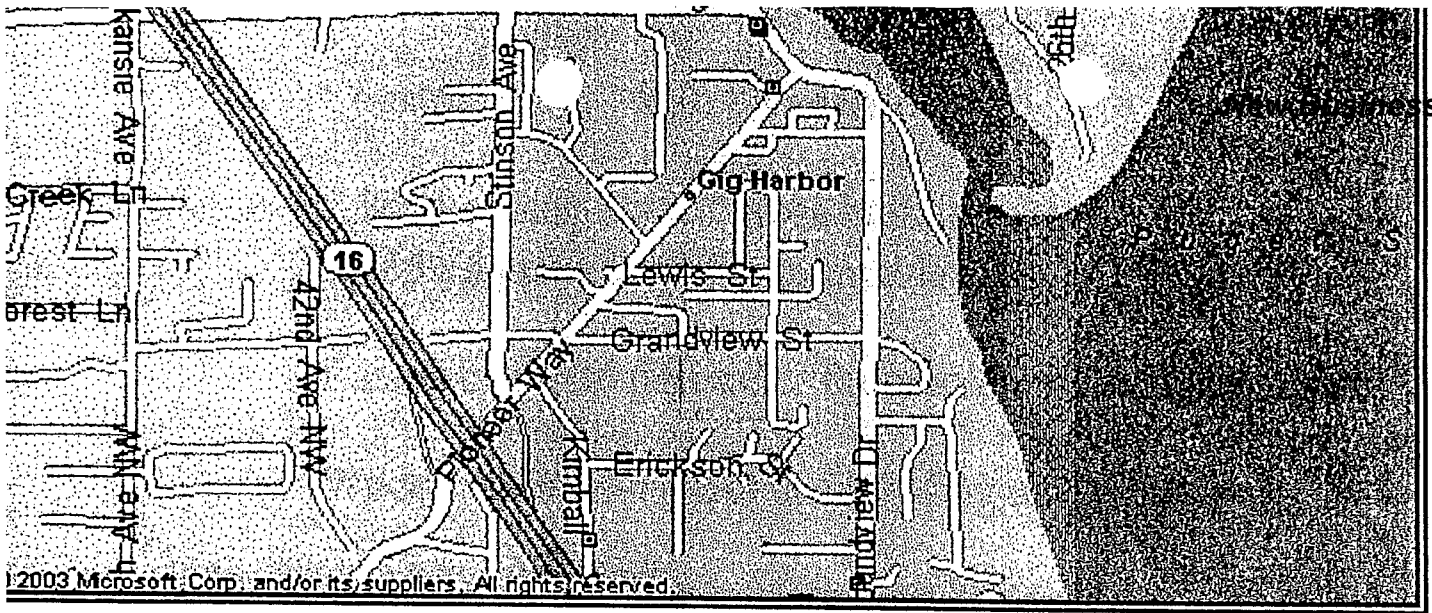
For additional mapping options, visit [Public GIS](#)

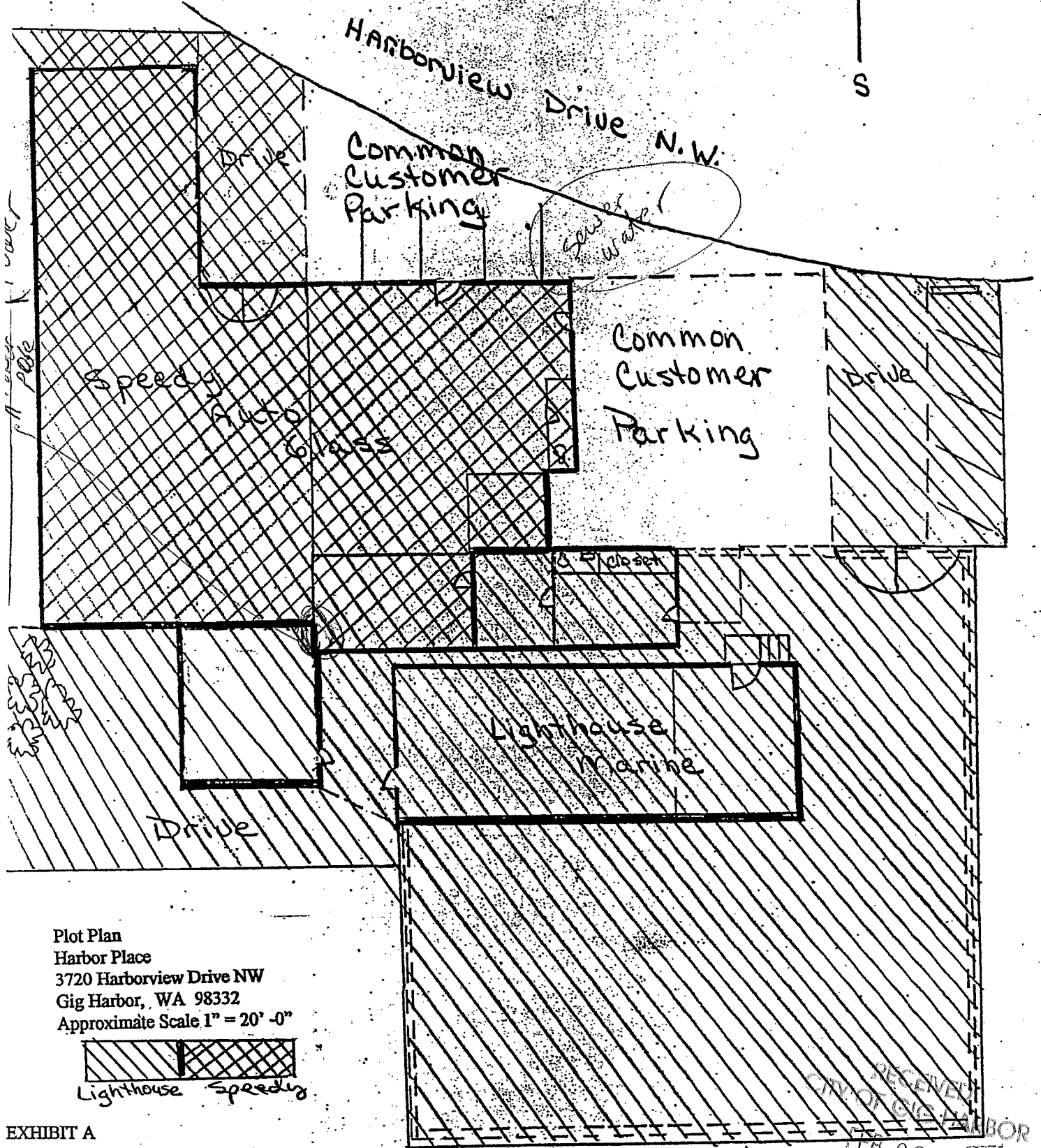
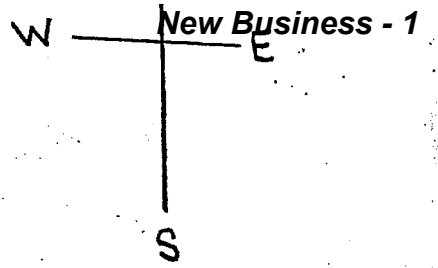
I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. All critical information should be independently verified.

Pierce County Assessor-Treasurer  
Ken Madsen  
2401 South 35th St Room 142  
Tacoma, Washington 98409  
(253)798-6111 or Fax (253)798-3142  
[www.piercecountywa.org/atr](http://www.piercecountywa.org/atr)

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COMMUNITY  
DEVELOPMENT

(c) 2008 Pierce County Assessor-Treasurer





Plot Plan  
Harbor Place  
3720 Harborview Drive NW  
Gig Harbor, WA 98332  
Approximate Scale 1" = 20' - 0"

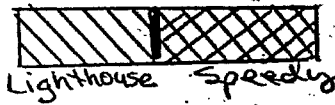


EXHIBIT A

EXHIBIT A Attached to and forming part of that Lease dated \_\_\_\_\_ day of \_\_\_\_\_, 2003 between Lighthouse Square LLC, as lessor and Speedy Glass, as Lessee involving real estate located in Gig Harbor, Pierce County, Washington

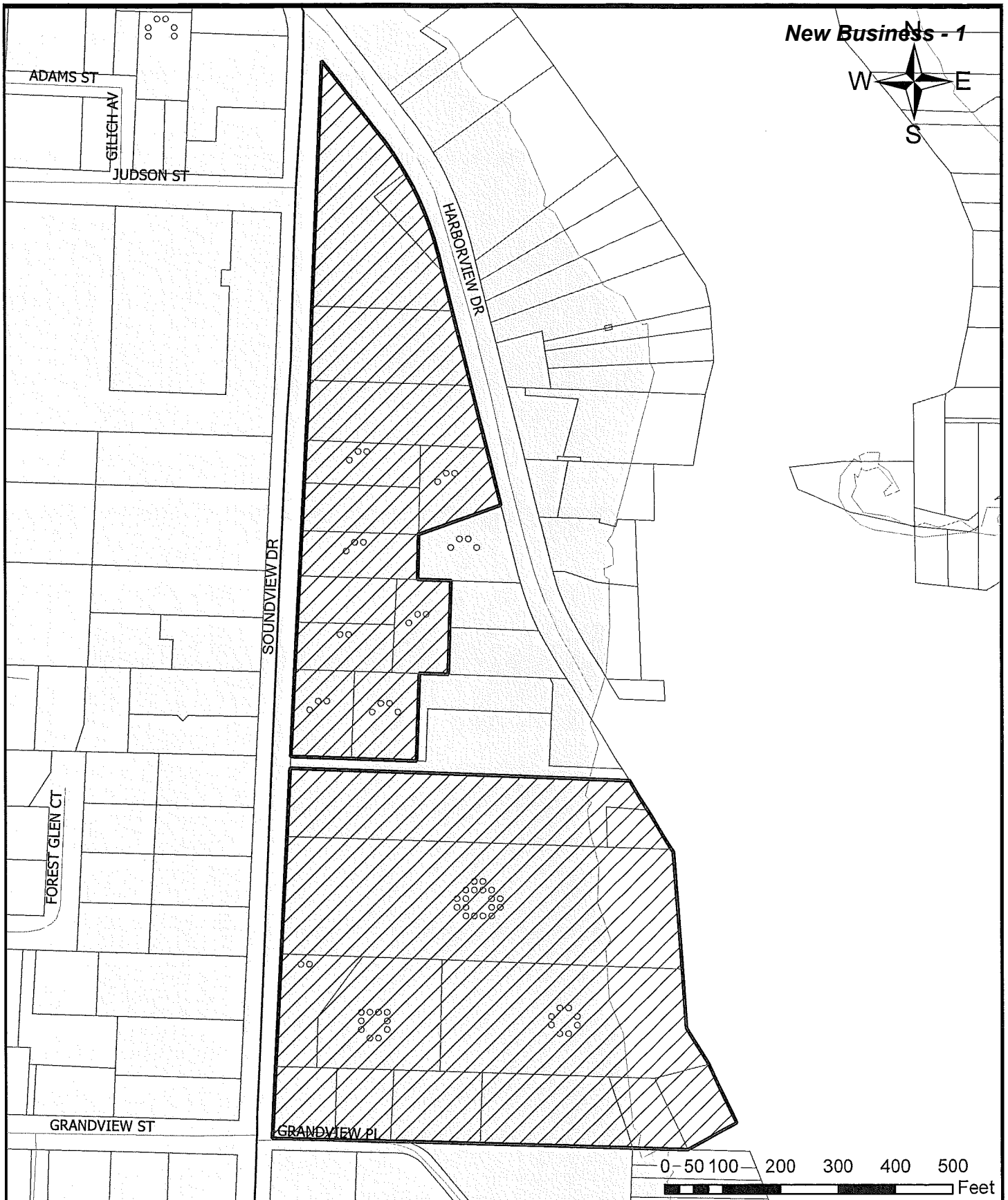


**Application COMP 08-0004:  
Area-Wide Land Use Map  
Amendments**

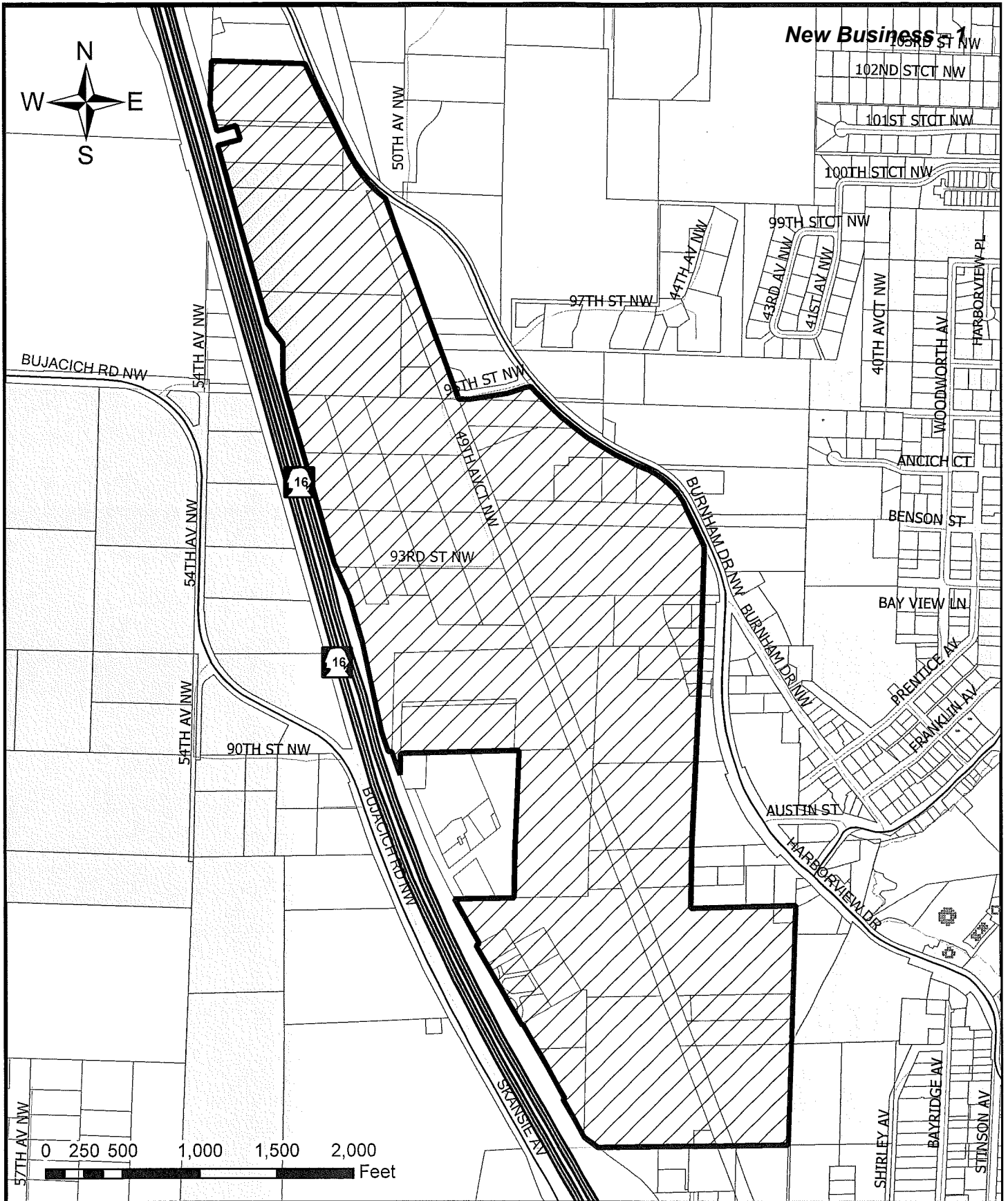


**COMP 08-0004 Land Use AREA 1**  
**Residential Medium (RM) to Residential Low (RL) zoned R-1**

New Business - 1



**COMP 08-0004 Land Use AREA 2**  
**Residential Low (RL) to Residential Medium (RM) zoned R-2**



**COMP 08-0004 Land Use AREA 3**  
**Residential Low (RL) to Residential Medium (RM) zoned R-2**

**Application COMP 08-0005:  
Gig Harbor Wastewater  
Comprehensive Plan Amendments to  
Sewer Basins C1, C5 and C8**

**COMP 08-0005 Sewer Basin Flow Paths and Basin Boundaries**

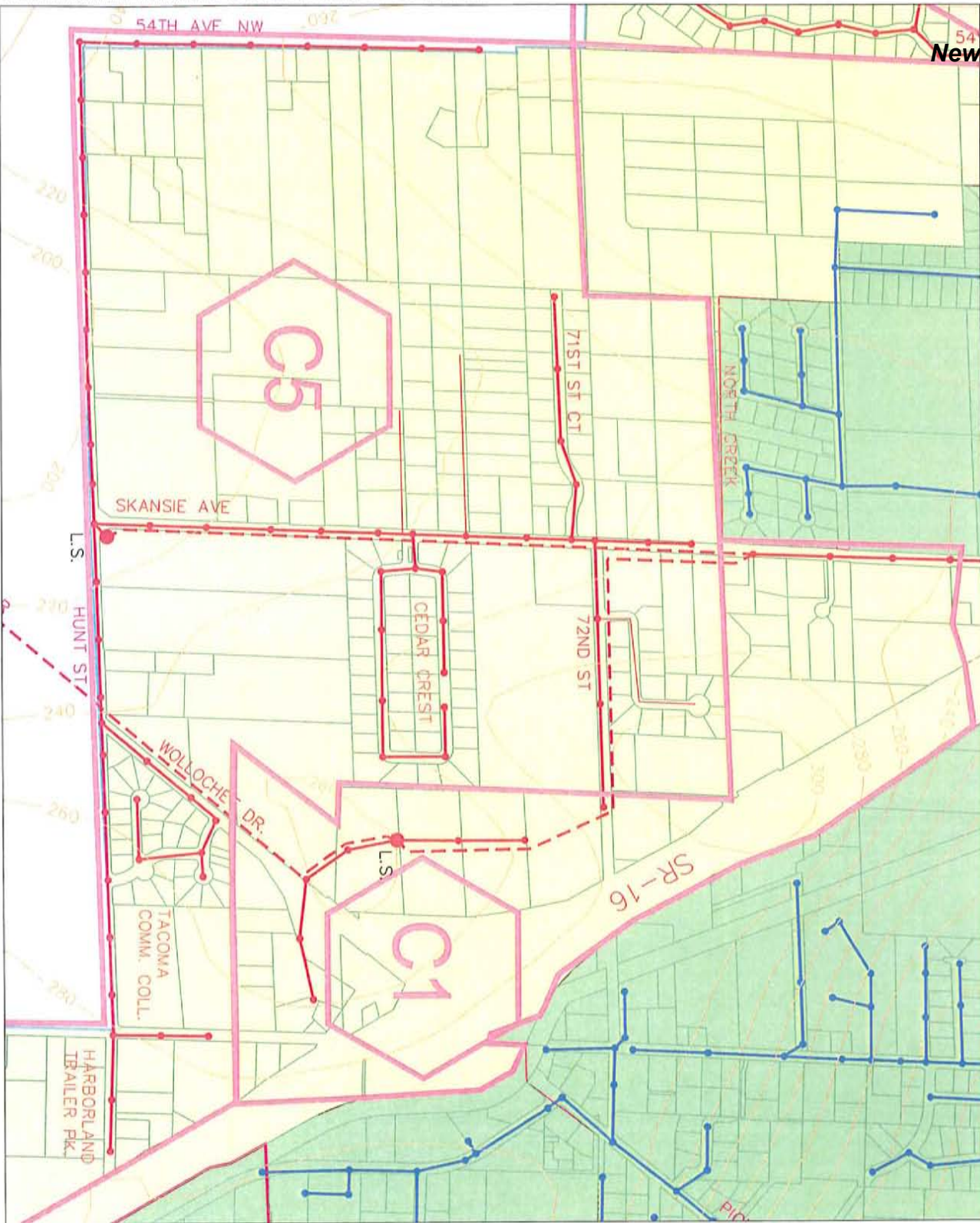
**Purpose:** The purpose of these amendments is to revise sewer basin boundaries to reflect actual conditions. These revisions will allow the City and developers enhance their efforts when proposing land use changes and projects.

**Proposed Map Changes:** (See attached Exhibits A/B and Exhibits C/D)

**GMA:** This amendment is consistent with the Washington State Growth Management Act by providing urban services that are required through GMA.

**Countywide Planning Policies:** This amendment is consistent with Countywide Planning Policies by correcting a problem that was shown incorrectly. (Section 3.4.2 of the Countywide Planning Policy on Urban Growth Areas)

**City Comprehensive Plan:** This amendment furthers the purpose of the City's Comprehensive Plan by providing accurate information for use by the City and developers when establishing land uses and laying out proposed projects. This amendment is consistent with Goal 8.5.1(a) of the City's Comprehensive Plan by providing a map is consistent by being correct. The City feels the existing map is not consistent because it is not correct.



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**LEGEND**

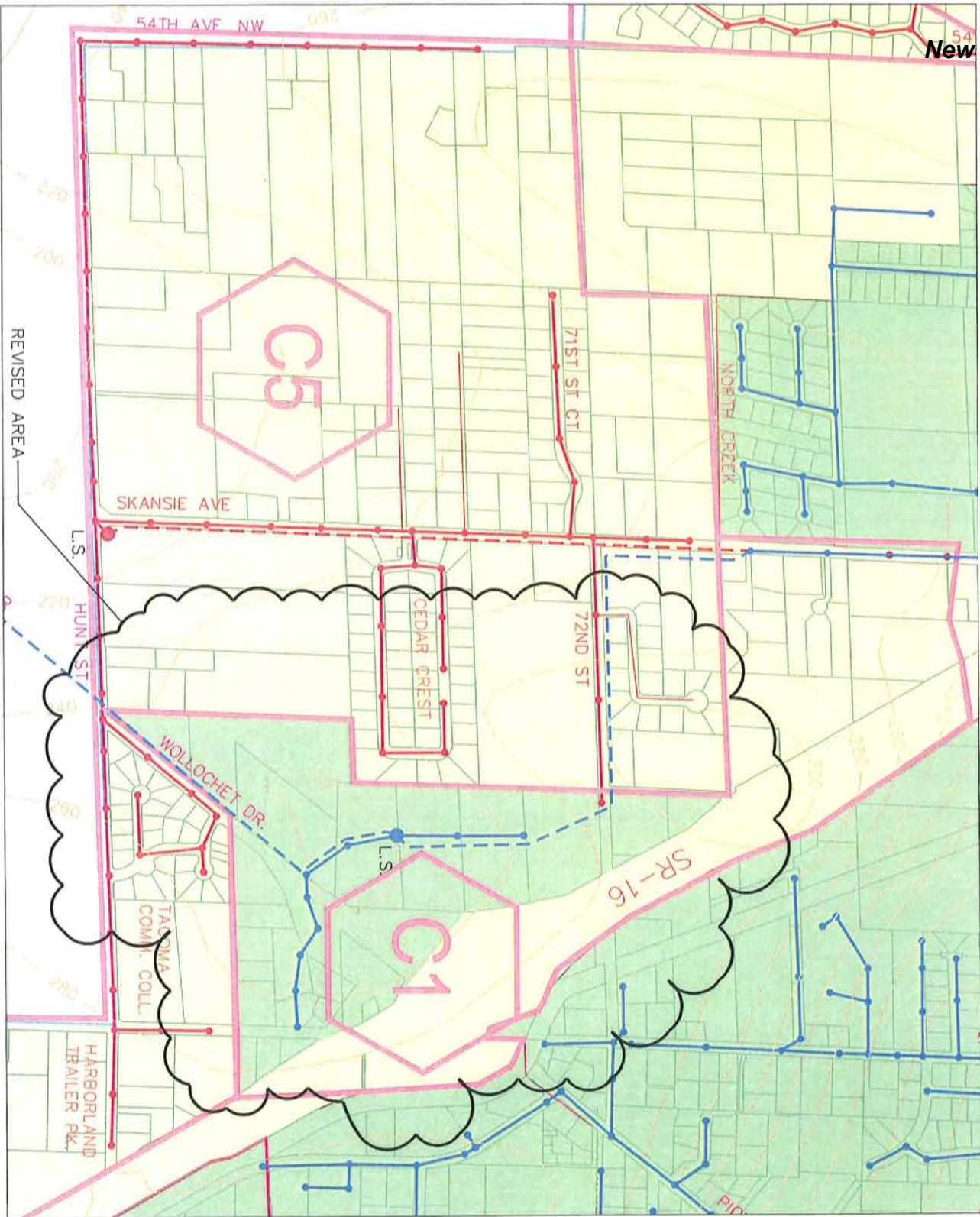
	EXISTING FORCE MAIN
	EXISTING LIFT STATION
	PROPOSED CITY QUANTITY SEWER AND MANHOLE
	PROPOSED CITY QUANTITY PRESSURE SEWER
	PROPOSED PRIVATE QUANTITY PRESSURE SEWER
	PROPOSED IMPROVEMENTS TO EXISTING LINES
	L.S. PROPOSED CITY LIFT STATION
	SEWER BASIN BOUNDARIES
	EXISTING SERVED AREA
	PROPOSED SERVED AREA

**EXHIBIT A**  
**EXISTING C1/C5**  
**SEWER BASIN**  
**BOUNDARIES**

NOTE:  
INFRASTRUCTURE SHOWN IS AS EXISTED IN FEBRUARY 2002







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APP 03 2008  
COMMUNITY DEVELOPMENT

**LEGEND**

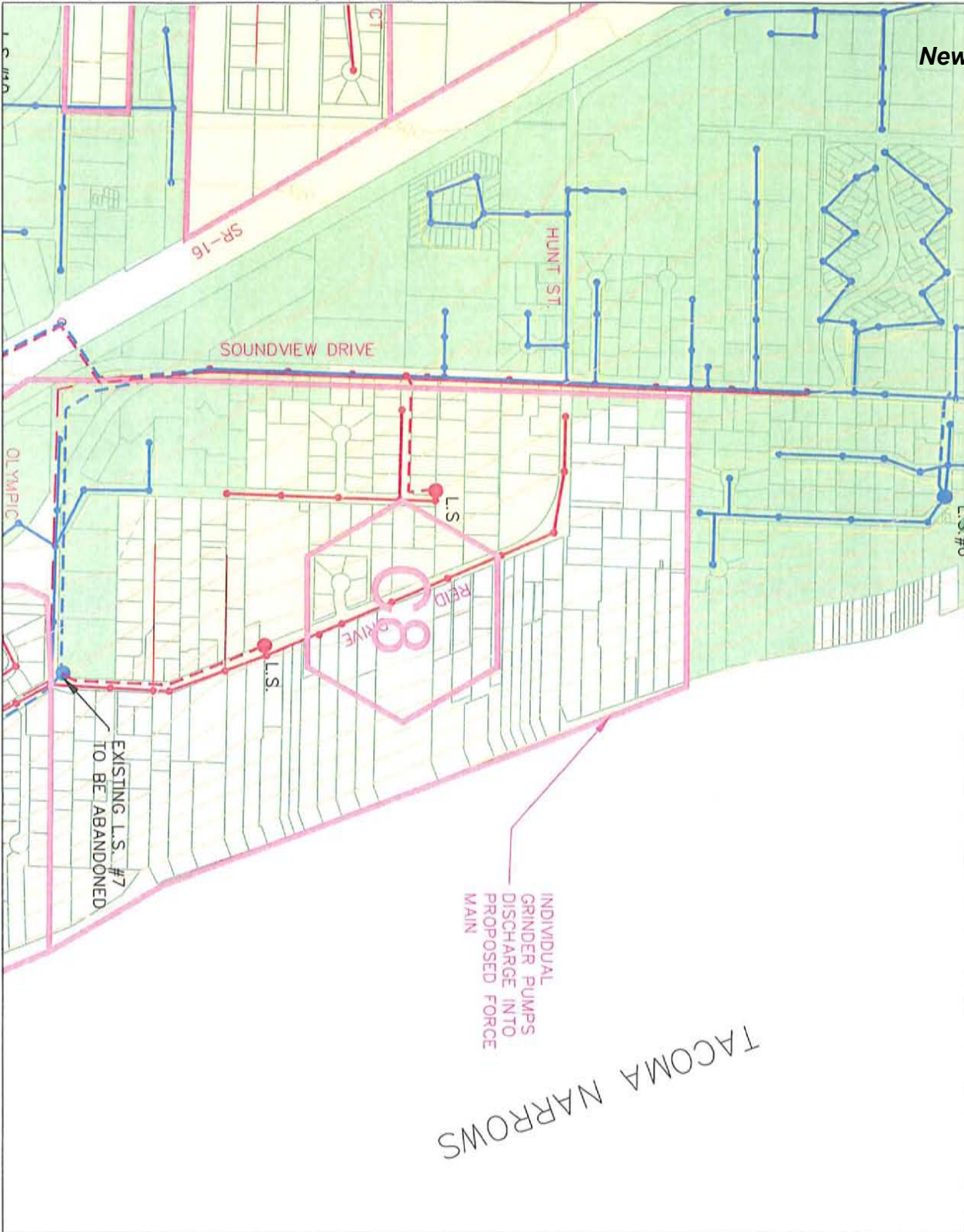
- Existing Gravity Sewer and Manhole
- Existing Force Main
- L.S. Existing Lift Station
- Proposed City Gravity Sewer and Manhole
- Proposed City Force Main/Pressure Sewer
- Proposed Private Gravity/Pressure Sewer
- Proposed Improvements to Existing Lines
- L.S. Proposed City Lift Station
- ▭ Existing Sewer Basins
- ▭ Sewer Basin Boundaries
- ▭ Existing Sewered Area
- ▭ Proposed Sewered Area

**EXHIBIT B**  
**PROPOSED C1/C5**  
**SEWER BASIN**  
**BOUNDARIES**





**New Business - 1**



INDIVIDUAL GRINDER PUMPS DISCHARGE INTO PROPOSED FORCE MAIN

TACOMA NARROWS



APR 03 2008  
 CIVIL ENGINEER  
 GIG HARBOR  
 PROFESSIONAL SEAL

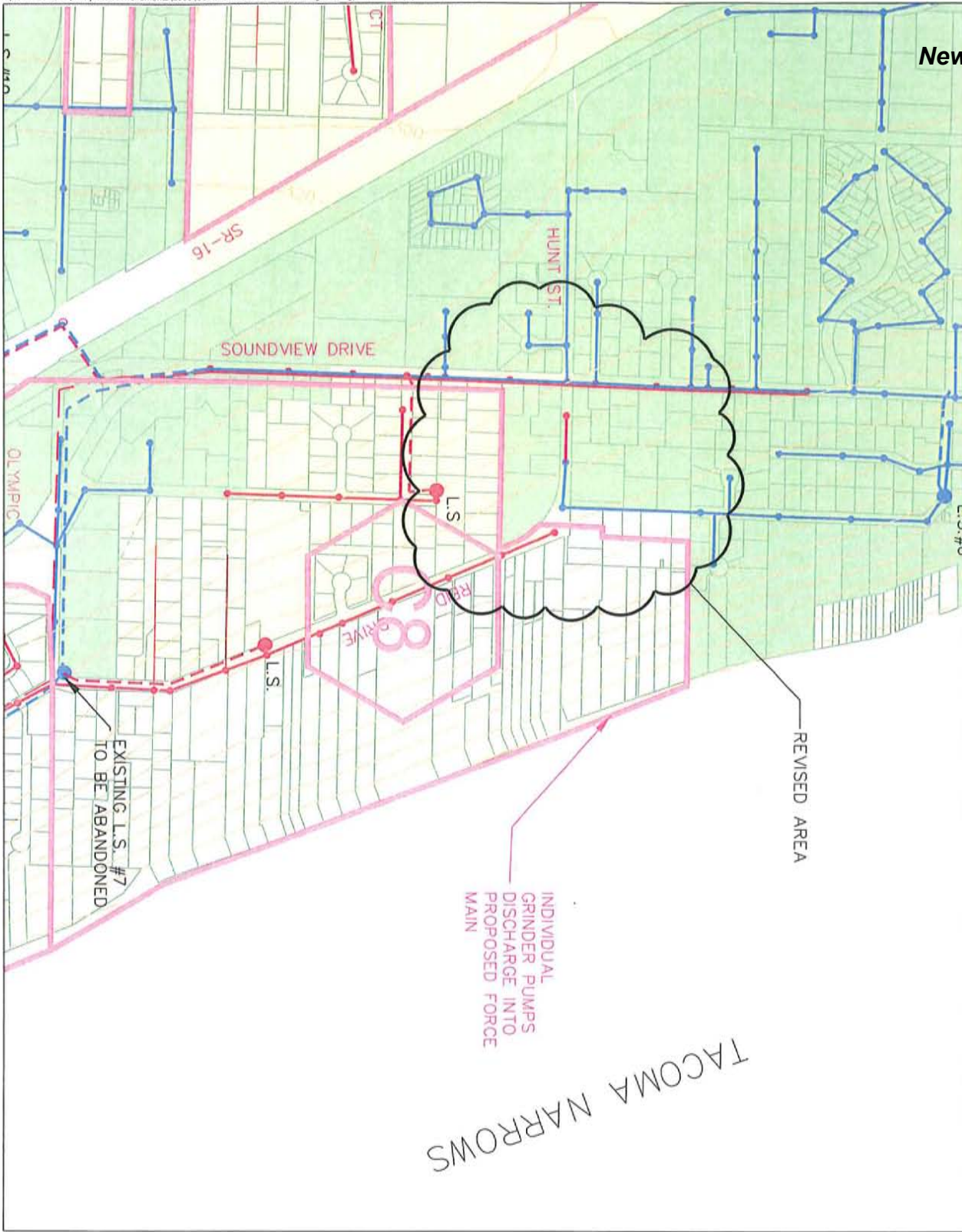
LEGEND	
	EXISTING GRAVITY SEWER AND MANHOLE
	EXISTING FORCE MAIN
	L.S. EXISTING LIFT STATION
	PROPOSED CIV. GRAVITY SEWER AND MANHOLE
	PROPOSED CIV. FORCE MAIN/PRESSURE SEWER
	PROPOSED PRIVATE GRAVITY/PRESSURE SEWER
	PROPOSED IMPROVEMENTS TO EXISTING LINES
	L.S. PROPOSED CIV. LIFT STATION
	SEWER BASIN BOUNDARIES
	EXISTING SEWERED AREA
	PROPOSED SEWERED AREA

**EXHIBIT C**  
**EXISTING C8**  
**SEWER BASIN**  
**BOUNDARY**

NOTE: IMPROVEMENTS SHOWN IS AS EXISTED IN FEBRUARY 2002



**New Business - 1**



TACOMA NARROWS

REVISED AREA

INDIVIDUAL  
GRINDER PUMPS  
DISCHARGE INTO  
PROPOSED FORCE  
MAIN

EXISTING L.S. #7  
TO BE ABANDONED



REC'D  
CITY OF GIG HARBOR  
APR 06 2008  
PLANNING DEPARTMENT

**LEGEND**

	EXISTING GRAVITY SEWER AND MANHOLE
	EXISTING FORCE MAIN
	L.S. EXISTING LIFT STATION
	PROPOSED CIV. GRAVITY SEWER AND MANHOLE
	PROPOSED CIV. FORCE MAIN/PRESSURE SEWER
	PROPOSED PRIVATE GRAVITY/PRESSURE SEWER
	PROPOSED IMPROVEMENTS TO EXISTING LINES
	L.S. PROPOSED CIV. LIFT STATION
	SEWER BASIN BOUNDARIES
	EXISTING SERVED AREA
	PROPOSED SERVED AREA

**EXHIBIT D**  
**PROPOSED C8**  
**SEWER BASIN**  
**BOUNDARY**



**Application COMP 08-0006:  
Utilities Element Update**

**COMP 08-0006 Add a Goal to Chapter 8 (Utilities Element) Regarding the Development of Reclaimed Water**

**Purpose:** The purpose of this amendment is to explore the options for the City to create and utilize reclaimed (Class A) water at the City's Wastewater Treatment Plant.

**Proposed Text Changes:** Add the following text as Goal 8.x:

Explore options to create reclaimed water (also known as Class A water) at the City's existing Wastewater Treatment Plant while studying the benefits and potential uses for reclaimed water in the City of Gig Harbor.

**GMA:** .This amendment is consistent with the goals of the Washington State Growth Management Act by protecting the environment and enhancing the state's high quality of life, including air and water quality, and the availability of water

**Countywide Planning Policies:** This amendment is consistent with Countywide Planning Policies by seeking to exceed federal and state environmental quality standards (Section 8 of the Countywide Planning Policy on Natural Resources, Open Spaces and Protection of Environmentally-Sensitive Lands).

**City Comprehensive Plan:** This amendment furthers the purpose of the City's Comprehensive Plan by planning for potential opportunities to generate a higher quality standard of effluent from the City's Wastewater Treatment Plant. .

**Application COMP 08-0007:  
Capital Facilities Plan Update**



## Chapter 12

# CAPITAL FACILITIES

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APR 14 2008

**COMMUNITY  
DEVELOPMENT**

### INTRODUCTION

A Capital Facilities Plan is a required element under the State Growth Management Act, Section 36.70A.070 and it addresses the financing of capital facilities in the City of Gig Harbor and the adjacent urban growth area. It represents the City and community's policy plan for the financing of public facilities over the next twenty years and it includes a six-year financing plan for capital facilities. The policies and objectives in this plan are intended to guide public decisions on the use of capital funds. They will also be used to indirectly provide general guidance on private development decisions by providing a strategy of planned public capital expenditures.

The capital facilities element specifically evaluates the city's fiscal capability to provide public facilities necessary to support the other comprehensive plan elements. The capital facilities element includes:

- Inventory and Analysis
- Future Needs and Alternatives
- Six-Year Capital Improvement Plan
- Goals, Objectives and Policies
- Plan Implementation and Monitoring

#### Level of Service Standards

The Capital Facilities Element identifies a level of service (LOS) standard for public services that are dependent on specific facilities. Level of service establishes a minimum capacity of capital facilities that must be provided per unit of demand or other appropriate measure of need. These standards are then used to determine whether a need for capacity improvements currently exists and what improvements will be needed to maintain the policy levels of service under anticipated conditions over the life of the Comprehensive Plan. The projected levels of growth are identified in the Land Use and Housing Elements.

#### Major Capital Facilities Considerations and Goals

The Capital Facilities Element is the mechanism the city uses to coordinate its physical and fiscal planning. The element is a collaboration of various disciplines and interactions of city departments including public works, planning, finance and administration. The Capital Facilities Element serves as a method to help make choices among all of the possible projects and services that are demanded of the City. It is a basic tool that can help encourage rational decision-making rather than reaction to events as they occur.

The Capital Facilities Element promotes efficiency by requiring the local government to

prioritize capital improvements for a longer period of time than the single budget year. Long range financial planning presents the opportunity to schedule capital projects so that the various steps in development logically follow one another respective to relative need, desirability and community benefit. In addition, the identification of adequate funding sources results in the prioritization of needs and allows the tradeoffs between funding sources to be evaluated explicitly. The Capital Facilities Plan will guide decision making to achieve the community goals as articulated in the Vision Statement of December, 1992.

## **INVENTORY AND ANALYSIS**

The inventory provides information useful to the planning process. It also summarizes new capital improvement projects for the existing population, new capital improvement projects necessary to accommodate the growth projected through the year 2010 and the major repair, renovation or replacement of existing facilities.

### **Inventory of Existing Capital Facilities**

#### **Wastewater Facilities**

##### Existing Capital Facilities

The City's waste-water treatment facility is located on five acres, west of Harborview Drive at its intersection with North Harborview Drive. The principal structure on the site consists of a 2,240 square feet building which houses the offices, testing lab and employee lunch room. The treatment facility consists of an activated sludge system which provides secondary level treatment of municipal sewage. After treatment, the effluent is discharged into Gig Harbor Bay via a submarine outfall pipe. The system was upgraded in 1996 to its present capacity of 1.6 MGD. The existing facility is very near actual capacity at historical month and peak flow of 1.1 MGD and 2.0 MGD, respectively. A proposed 2.4MGD expansion of the treatment plant is anticipated to provide sufficient capacity through the 20-year planning horizon.

A 2003 and a 2007 report by the Cosmopolitan Engineering Group, Inc analyzed the operation, maintenance, and capacity problems at the treatment plant, including odor and noise complaints. The report proposed a number of phased system improvements that have been incorporated in the wastewater capital improvement program.

The existing collection system serves a population of 6,820 and includes approximately 141,000 feet of gravity pipe, the majority of which are PVC, 27,000 feet of force main, 13 lift stations. Detailed descriptions of the existing sewer system, including location and hydraulic capacities, are found in the Gig Harbor Wastewater Comprehensive Plan (2002).

The downtown portion of the collection system was constructed under ULID No.1 in the mid-1970s. ULID No. 2 was constructed in the late 1980's to serve areas to the South of Gig Harbor, including portions of Soundview Drive, Harbor County Drive, Point Fosdick-Gig Harbor Drive,

56<sup>th</sup> Street NW, 32<sup>nd</sup> Avenue, and Harborview Drive. ULID No. 3 was constructed in the early 1990's to connect the Gig Harbor collection system to points north including portions of Burnham Drive NW and 58<sup>th</sup> Avenue NW.

In addition to sewer service within the Gig Harbor UGA, the City of Gig Harbor maintains a septic system for the Ray Nash Development, located about 5 miles west of the City. Ray Nash is a 12-unit development with an on-site septic system and pressurized drainfield. The City also maintains an on-site septic system for the Olympic Theater.

### Forecast of Future Needs

In order to provide service to the urban growth area within 20 years, the City of Gig Harbor will need to extend its system into areas that currently do not have sewers. Collection system expansions will be financed by developer fees and/or utility local improvement districts (ULIDs), and maintained by the City. A conceptual plan for extending sewers into the unsewered parts of the city and urban growth area is included in the City's Wastewater Comprehensive Plan (2002). Individual basins in the unsewered areas were prioritized as 6-year or 20-year projects based on anticipated development.

The service area as configured in 1999 represented 2,270 equivalent residential units (ERUs). By 2019, this total is projected to reach 8,146 ERUs within the existing service area boundaries, with an additional 11,219 in the currently unsewered areas, for a system-wide total of 19,365 ERUs. Specific facilities improvements required to accommodate the short-term (6-year) and long-term (20-year) growth are listed in Table 12.5.

With completion of the proposed treatment plant expansion and other proposed system improvements, no significant capacity issues are anticipated through the 2022 planning horizon.

## **Water System**

### Existing Capital Facilities

The City's water system and service area are unique in that many residents within the City limits and the City's UGA receive water service from adjacent water purveyors. Over 6,300 of the 12,113 people (52%) within the City's UGA and over 500 people within the City limits receive water from water purveyors other than the City.

The City of Gig Harbor Water System was originally built in the late 1940's. The system has experienced considerable growth and served 1,391 connections and a service area population of 5,636 in 1999, including the Washington Corrections Center for Women and the Shore Acres Water System.

The City owns and draws water from six wells. The City's wells have a combined capacity of 2,705 gallons per minute (GPM) and are exclusively groundwater wells.



Table 12.1 - Summary of Existing Source Supply

Well No.	Date Drilled	Capacity (GPM)	Depth (Ft.)	Status
1	1949	N/A	320	Abandoned
2	1962	330	121	In Use
3	1978	625	920	In Use
4	1988	230	443	In Use
5	1990	500	818	In Use
6	1991	1,000	600	In Use
7	N/A	N/A	393	Class B Well
8	1965	20	240	In Use

Source: City of Gig Harbor Water Facilities Inventory (WFI) Report, 1998; DOE Water Right Certificates

The City also has six storage facilities with a combined capacity of 4,550,000 gallons as shown in Table 12.2. Recently, a 2.4 million gallon storage reservoir was constructed in 2006. The tank was privately constructed as a condition of a pre-annexation agreement for Gig Harbor North. Upon completion, the facility was turned over to the City.

Table 12.2 - Summary of Existing Storage Facilities

Storage Facility	Associated with Well No.	Total Capacity (gallons)	Base Elevation (ft)	Overflow Elevation (ft)
East Tank	2	250,000	304	320
Harbor Heights Tanks <sup>(1)</sup>	4	500,000	290	320
Shurgard Tank	3	500,000	339	450
Skansie Tank	5 & 6	1,000,000	338	450
Gig Harbor North Tank	None	2,300,000	301	450
<b>Total</b>		<b>4,550,000</b>		

(1) There are two Harbor Heights tanks, each with a volume of 250,000 gallons.

Source: City of Gig Harbor Water System Comprehensive Plan

As with most municipalities, the City’s water distribution system has developed continuously as demands and the customer base have grown. This evolution has created a distribution system comprised of pipes of various materials, sizes, and ages. The City’s distribution system is comprised primarily of six-inch and eight-inch pipe. Ten-inch and twelve-inch pipes are located mostly at reservoir and pump outlets in order to maximize flows to the distribution system. There is also a 16-inch main along Skansie Avenue that serves the City maintenance shops and the Washington Correctional Center for Women facility in the Purdy area of the City’s UGA. Approximately five percent of the system consists of four-inch pipe. The City is systematically replacing these undersized lines as budget allows. The City is also replacing older asbestos cement (AC) lines with ductile iron pipe as budget allows.

A detailed description of the existing water supply system may be found in the City of Gig Harbor Comprehensive Water System Plan (2001).

### Forecast of Future Needs

The water use projections for the existing service area indicate an increase from 5,636 people in 2000 to 7,590 people in 2019. Projected populations for the City's new service area are estimated at an additional 4,650 people by 2019.

Analysis of the existing storage facilities indicates that the City can meet all of its storage needs through the 20-year planning horizon with existing facilities by nesting standby storage and fireflow storage. However, development in the Gig Harbor North area will require additional storage to supply future connections in this area. The City plans to construct a 500,000-gallon, ground-level steel tank near the existing maintenance shop on Skansie Avenue.

Planned improvements for the distribution system generally include AC pipe replacement and capacity upgrades to provide fireflow.

The City has recently been granted an additional water right of 1,000 gallons per minute, sufficient to serve about 2,547 additional equivalent residential units. With other planned water system improvements and programmatic measures, the City anticipates sufficient water supplies through 2019. Specific facilities improvements required to accommodate the short-term (6-year) and long-term (20-year) growth are listed in Table 12.5.

### **Parks and Recreation Facilities**

#### Existing Facilities

The City has a number of public park facilities, providing a range of recreational opportunities. These facilities are listed in Table 12.3 and described in greater detail below.

Table 12.3. Existing Park Facilities

Facility	Size (Acres)	Location	Type of Recreation
City Park at Crescent Creek	5.8	Vernhardson Street	Active; Park, athletic facilities, play fields Passive; picnic area
<u>Jerisich Dock Park</u>	1.5	Rosedale Street at Harborview Drive	Moorage; water access; fishing
Grandview Forest Park	8.8	Grandview Drive	Passive; trail system
Old Ferry Landing	0.1	Harborview Drive, east end	Passive; view point
<u>Borgen Property Donkey Creek Park</u>	0.96 acre	Located at the intersecting parcel defined by Austin Street, Harborview Drive and <del>old Burnham North</del> Harborview Drive	Passive; historical, scenic, nature area
<u>Eddon Boat Park</u>	<u>2.9</u>	<u>Located at the intersection of Stinson and Harborview Drive.</u>	<u>Passive; historical.</u>
Wilkinson's Homestead	16.3	Rosedale Street	Passive; Historical, walking trail
Tallman's Wetlands	16.0	Wollochet Drive NW	Passive; Trails

WWTP (Wastewater Treatment Plant)	9.3	Burnham Drive	Passive; walking trails Active; (proposed) hike, bike and horse trails
Wheeler Street ROW end	0.4	Vernhardson Street	Passive; beach access
Bogue Viewing Platform	0.4	North Harborview Drive	Passive; picnic area
Finholm Hillclimb	0.4	Fuller Street between Harbor Ride Middle School and the Northshore area.	Passive; walkway and viewing point
Dorotich Street ROW	0.4	West side of bay	Passive; Street End Park
Soundview Drive ROW end	0.4	West side of bay adjoining Tides Tavern	Passive; Public Access dock
Harborview Trail	1.4	Harborview Drive and North Harborview	Passive; bike and pedestrian trails
Bogue Building	0.04	3105 Judson Street	Passive; historical
Public Works/ Parks Yard	7.5	46 <sup>th</sup> Avenue NW	Passive; storage of parks equipment
City Hall/Civic Center	10.0	Grandview Drive adjacent to Grandview Forest Park	Active; athletic fields, recreational courts, skatepark Passive; picnic area
Westside Kenneth Leo Marvin Veterans Memorial Park	5.5	50 <sup>th</sup> Street near Olympic Drive.	Undeveloped – athletic fields under consideration design and construction.
Skansie Brothers Park	2.0	Rosedale Street at Harborview Drive	Passive; <u>historical, picnic area.</u>
Austin Estuary	1.8	Located adjacent to Donkey Creek in the Northwest corner of the harbor.	Passive; <u>historical, scenic, nature area</u>

**City Park** - this 5.8 acre property is located on Vernhardson Street on the east side of Crescent Creek. The eastern portion of the former Peninsula School District site has been improved with athletic facilities including a tennis court, basketball court, and youth baseball/softball field.

The western portion of the site conserves the banks, wetlands, and other natural areas adjacent to Crescent Creek. This portion of the site has been improved with a playground structure, picnic tables, picnic shelter, restrooms, parking area and a pump house building.

~~**Jerisich Park** – this 3.5 acre waterfront property is located within the extended right-of-way of Rosedale Street NW on Harborview Drive adjacent to the downtown district. The site is the only publicly developed marine-oriented waterfront Access Park within Gig Harbor.~~

~~The waterfront site has been developed with a flagpole and monument along Harbor view Drive. Restrooms, picnic tables, and benches are provided on a 1,500 square foot pier supported deck overlooking in the harbor and adjacent marinas. The deck provides gangplanks access to a 352 foot long, 2,752 square foot pile supported fishing and boat moorage pier. The pier provides day-use boat moorage for 20 slips, access for kayaks and other hand-carry watercraft, and fishing. The pier is used on a first-come basis to capacity, particularly during summer weekends.~~

**Skansie Brothers Park/Jerisich Dock** - this downtown waterfront property is located within the extended right-of-way of Rosedale Street NW on Harborview Drive and was expanded with the acquisition of the adjacent Skansie Brothers property. The waterfront site has been developed

with a flagpole and monument along Harborview Drive. The acquisition expanded the park to include a netshed and historic house which both stand south of Jerisich Dock.

Restrooms, picnic tables, and benches are provided on Jerisich's 1,500 square foot pier supported deck overlooking the harbor and adjacent marinas. The deck provides gangplank access to a 352 foot long, 2,752 square foot pile supported fishing and boat moorage pier. The pier provides day-use boat moorage for 20 slips, access for kayaks and other hand-carry watercraft, and fishing. The pier is used on a first-come basis to capacity, particularly during summer weekends.

The pier was extended another 160 linear feet to the edge of the harborline in 1998. The additional platform area provides day-use boat moorage and fishing access. A pay-per-use sanitary sewage pump-out station was constructed at the same time along with lighting fixtures along the floats.

Expansion of the pier is under review.

**Grandview Forest Park** - Grandview Forest Park – this 8.8 acre site is located on Grandview Drive adjacent to the City Hall. The park site surrounds the city water storage towers on a hilltop overlooking the harbor and downtown district. The densely wooded site has been improved with bark-covered walking trails and paths that provide access to surrounding residential developments and the athletic fields located behind the school complex. The park is accessed by vehicle from Grandview Drive onto an informal graveled parking area located adjacent to the water storage tanks on an extension of McDonald Avenue.

**Old Ferry Landing** - this 1.0 acre site is located at the east end of Harborview Drive overlooking Point Defiance across the Narrows and Dalco passage. Portions of the original marine and ferry dock landing piles are visible from the end of the road right-of-way that extends into the tidelands.

**~~Borgen Property~~ Donkey Creek Park** – this recently acquired 0.96 acre property is located in the intersecting parcel defined by Austin Street, Harborview Drive, and Old Burnham Drive. The site includes the original wood structure that housed the Borgen lumber and hardware sales offices and displays, along with a number of out buildings and yard that stored lumber and other materials.

The site is bisected by Donkey (North) Creek – a perennial stream that provides salmonoid habitat including an on-going hatchery operation located on the north bank adjacent to Harborview Drive. Some of the lumber yard buildings and improvements extend into the buffer zone area that has recently been defined for salmon-bearing water corridors. Future plans for the property will need to restore an adequate natural buffer area along the creek while determining how best to establish an activity area on the site commensurate with the property's strategic natural area, historical, and scenic.

**Wilkinson's Homestead** - Wilkinson's Homestead – this 16.3 acre site is located on Rosedale Street adjacent to Tacoma City Light powerlines. The site is being acquired from the heir of a previous property owner. The property contains large wetlands, steep hillsides under the powerline corridor, the family homestead, barn, outbuildings, former holly orchard, and meadows. The site is accessed from a driveway off Rosedale Street.

**Tallman's Wetlands** - this 16.0 acre property is located on Wollochet Drive NW south of SR-16 and outside of existing city limits. The site contains significant wetlands that collect and filter stormwater runoff from the surrounding lands. This portion of the property will be conserved and provided with interpretive trails by the developer in accordance with the annexation agreement.

**Wastewater Treatment Plant** - the 9.3 acre wastewater treatment plant facility is located on the west side of Burnham Drive on North (Donkey) Creek. The property was recently expanded to provide a buffer between the plant and uphill portions of the creek.

A 33 acre portion of the expansion area may be developed to provide a trailhead connection to the overhead powerline property located parallel to SR-16. The powerline right-of-way could be improved to provide access to a multipurpose system of hike, bike, and horseback riding trails in this portion of the urban growth area.

**Wheeler Street Right-of-Way (ROW) End** - this 0.4 acre road right-of-way is located at the north end of the bay adjacent Crescent Creek in a quiet residential neighborhood. The site provides beach access.

**Bogue Viewing Platform** - this 0.4 acre harbor overlook is located on waterfront side of North Harborview Drive north of the intersection with Burnham Drive. The site has been improved with a pier supported, multilevel wood deck, picnic tables, benches, and planting. A sanitary sewer pump station is located with the park.

**Finholm Hillclimb** - this 0.4 acre road right-of-way is located in Fuller Street extending between Harbor Ridge Middle School and the North shore business district. A wooden stairway system with overlook platforms, viewing areas, and benches has been developed between Franklin and Harborview Drive as a joint effort involving the Lions Club, volunteers and city materials.

**Dorotich Street (ROW)** - this 0.4 acre road right-of-way is located on the west side of the bay adjoining residential condominiums and some commercial waterfront facilities. A private access dock has been developed at Arabella's Landing Marina that serves as the street-end park.

**Soundview Drive ROW** -- this 0.4 acre road right-of-way is located on the Westside of the bay adjoining Tides Tavern (the former Westside Grocery). The present and former owners maintain and provide a public access dock on the right-of-way for use of tavern patrons.

**Harborview Trail** - this 1.4 mile trail corridor is located within the public street right-of-way of Harborview Drive and North Harborview Drive. Additional road width was constructed (between curbs) to provide for painted on-road bike lanes on both sides of the roadway around the west and north shores of the harbor from Soundview Drive to Vernhardson/96<sup>th</sup> Street NW and City Park.

Curb gutters, sidewalks, and occasional planting and seating areas have been developed on both sides of the roadway from Soundview Drive to Peacock Hill Road. Sidewalks have also been extended on Soundview Drive, Pioneer Way, Rosedale Street, Austin Street adjacent to North

(Donkey) Creek, and Burnham Drive will include provisions for pedestrians and bicyclists. Limited improvements have been constructed on Peacock Hill.

**Bogue Building** – this 0.4 acre property and 1, 800 square foot building is located adjacent to old City Hall on Judson Street within the downtown district. The one-story, wood frame building was previously used by the Gig Harbor Planning and Building Department and is now a volunteer center.

**Public Works / Parks Yard** - the 7.5 acre Public Works Yard is located north of Gig Harbor High School just west of 46<sup>th</sup> Street NW. The shop compound includes 3 buildings that provide 4,760 square feet, 2,304 square feet, and 1,800 square feet or 8,864 square feet in total of shop and storage space. Approximately 3,000 square feet of building or 0.52 acres of the site are used to store park equipment, materials, and plantings.

**City Hall/Civic Center** - this 10.0 acre site is located on Grandview Drive adjacent to Grandview Forest Park. The site currently contains City offices, multi-use athletic fields, playground, recreational courts, a skateboard court, a boulder rock climbing wall, and wooded picnic area.

**Kenneth Leo Marvin Veteran’s Memorial Park** – the “Westside” park is accessible from 50<sup>th</sup> Avenue will be a memorial park and include a dual purpose baseball/soccer field, restrooms/picnic shelter, big toy, nature trails and Memorial.

**Eddon Boat Park** – with the support of the community and funding raised through a bond levy, the City purchased these parcels at the intersection of Harborview and Stinson. The park currently includes a historic boat building dock and small brick house. Once the tideland clean-up is completed, the open space parcel will be developed for passive recreational water access and the historic boat building will be restored for public access and maritime programming.

**Austin Estuary** – The estuary and upland tidelands will be preserved in connection with the Donkey Creek Restoration and Harbor History Museum project for passive recreational use. The park is located in the northwest corner of the harbor near the intersection of Harborview and North Harborview.

**Cushman Trail** – the current trail runs from 14<sup>th</sup> Avenue NW in the County north to Kimball Drive. In partnership with Pierce County, the City is planning to expand the existing trail to run further north along the power lines to Borgen Boulevard. Trailheads may be developed at the Wilkerson’s Farm Park, the Donkey Creek/Sewer Treatment Plant property, Burnham Drive and Borgen Boulevard.

Long term the City and the county would like to develop the trail further so that it connects to the bike lanes of the New Gig Harbor Narrow’s Bridge and north to the Purdy Spit.

#### Forecast of Future Needs

The City has adopted a level of service for community parks of 7.1 gross acres of general open space and 1.5 gross acres of active recreational area per 1,000 residents. According to the parks inventory conducted for the Park, Recreation, and Open Space Plan, the City had about 54 acres

of public open space (passive recreation) and about 16 acres of active recreation facilities in 2001. Using the 2000 Census population figure, the City met its level of service standards at that time.

Table 12.4. Recreational Facilities and Level of Service

Type of Facility	LOS Standard (Acres/1,000)	2001 Need (Acres)	2001 Actual (Acres)	2022 Need (Acres)	Additional Acreage
Open Space:	7.1	46	53.6	76.7	23.1
Active Recreation:	1.5	9.7	15.8	16.2	0.40
Total:		55.7	69.4	92.9	23.5

Alternative level of service standards, such as those recommended by the National Recreation and Park Association (NRPA) are compared to the City’s current service levels in the Park, Recreation, and Open Space Plan. The NRPA standards provide a finer level of measurement for specialized function facilities relative to the population size. This can provide an additional planning tool to ensure that all segments of the community are served according to their needs.

In addition to City-owned facilities, residents of the greater Gig Harbor community have access to facilities owned and operated by others. These include facilities associated with the Peninsula School District schools in and around the City, Pierce County’s Peninsula Recreation Center and Randall Street Boat Launch, Tacoma’s Madrona Links public golf course, and various private parks, including Canterwood Golf Course, sporting facilities, marinas, and boat landings. According to the Park, Recreation and Open Space Plan, all public and private agencies, and other public and private organizations owned 963.4 acres or about 80.3 acres for every 1,000 persons living within the City and its urban growth area in 2000. Therefore, while the City’s level of service standards provides a guide for ensuring a minimum provision of park and recreation land, the actual capacity of all such facilities is significantly higher.

Proposed parks capital facility improvements are listed on Table 12.5

**Stormwater Facilities**

Existing Facilities

The City of Gig Harbor is divided into six major drainage basins that drain the urban growth area. These are North/Donkey Creek, Gig Harbor, Bitter/Garr/Wollochet Creek, Gooch/McCormick Creek, Crescent Creek, and the Puget Sound. These basins drain to Gig Harbor, Wollochet Bay, and Henderson Bay. The storm drainage collection and conveyance system consists of typical components such as curb inlets, catch basins, piping ranging from 8-inch to 48-inch, open ditches, natural streams, wetlands, ponds, and stormwater detention and water quality ponds.

Level of Service

The role of federal, state, and local stormwater regulations is to provide minimum standards for

the drainage and discharge of stormwater runoff. Specifically, the goal of these regulations is to reduce the damaging effects of increased runoff volumes to the natural environment as the land surface changes and to remove pollutants in the runoff.

Through the Clean Water Act and other legislation at the federal level, the states have been delegated the authority to implement rules and regulations that meet the goals of this legislation. The states, subsequently, have delegated some of this authority to the local agencies. The local agencies, in turn, enact development regulations to enforce the rules sent down by the state. Therefore, the level of service is represented by the regulations adopted and enforced by the City. The City of Gig Harbor has adopted the 1997 Kitsap County Stormwater Management Design Manual as the City of Gig Harbor Stormwater Management Design Manual. The manual outlines water quantity design criteria, water quality controls, erosion and sediment control practices, and site development.

#### Forecast of Future Needs

The development of stormwater facilities is largely driven by developer improvements, although the City provides oversight and system upgrades to remedy capacity issues. Proposed storm and surface water capital facility improvements are listed on Table 12.5.

### **CAPITAL FACILITIES PROGRAM**

A Capital Facilities Program (CFP) is a six-year plan for capital improvements that are supportive of the City's population and economic base as well as near-term (within six years) growth. Capital facilities are funded through several funding sources which can consist of a combination of local, state and federal tax revenues.

The Capital Facilities Program works in concert generally with the land-use element. In essence, the land use plan establishes the "community vision" while the capital facilities plan provides for the essential resources to attain that vision. An important linkage exists between the capital facilities plan, land-use and transportation elements of the plan. A variation (change) in one element (i.e. a change in land use or housing density) would significantly affect the other plan elements, particularly the capital facilities plan. It is this dynamic linkage that requires all elements of the plan to be internally consistent. Internal consistency of the plan's elements imparts a degree of control (checks and balances) for the successful implementation of the Comprehensive Plan. This is the concurrence mechanism that makes the plan work as intended.

The first year of the Capital Facilities Program will be converted to the annual capital budget, while the remaining five year program will provide long-term planning. It is important to note that only the expenditures and appropriations in the annual budget are binding financial commitments. Projections for the remaining five years are not binding and the capital projects recommended for future development may be altered or not developed due to cost or changed conditions and circumstances.



### Definition of Capital Improvement

The Capital Facilities Element is concerned with needed improvements which are of relatively large scale, are generally non-recurring high cost and which may require financing over several years. The list of improvements is limited to major components in order to analyze development trends and impacts at a level of detail which is both manageable and reasonably accurate.

Smaller scale improvements of less than \$25,000 are addressed in the annual budget as they occur over time. For the purposes of capital facility planning, capital improvements are major projects, activities or maintenance, costing over \$25,000 and requiring the expenditure of public funds over and above annual operating expenses. They have a useful life of over ten years and result in an addition to the city's fixed assets and/or extend the life of the existing infrastructure. Capital improvements do not include items such as equipment or "rolling stock" or projects, activities or maintenance which cost less than \$25,000 or which regularly are not part of capital improvements.

Capital improvements may include the design, engineering, permitting and the environmental analysis of a capital project. Land acquisition, construction, major maintenance, site improvements, energy conservation projects, landscaping, initial furnishings and equipment may also be included.

### Capital Facilities Needs Projections

The City Departments of Operations and Engineering, Planning-Building, Finance and Administration have identified various capital improvements and projects based upon recent surveys and planning programs authorized by the Gig Harbor City Council. Suggested revenue sources were also considered and compiled.

Currently, six capital facilities plans have been completed:

- City of Gig Harbor Water System Comprehensive Plan – Volumes 1 & 2 (June 2001), as amended by ordinance
- City of Gig Harbor Wastewater Comprehensive Plan (February, 2002), as amended by ordinance.
- City of Gig Harbor Wastewater Treatment Plan Improvements Engineering Report (April 2003)
- City of Gig Harbor Phase 1 Wastewater Treatment Plan Improvements Technical Memorandum (August 2007)
- City of Gig Harbor Stormwater Comprehensive Plan (February, 2001), as amended by ordinance
- City of Gig Harbor Park, Recreation & Open Space Plan (March 2001), as amended by ordinance

All the plans identify current system configurations and capacities and proposed financing for

improvements, and are adopted by reference as part of this Comprehensive Plan.

#### Prioritization of Projected Needs

The identified capital improvement needs listed were developed by the City Community Development Director, Finance Director, and the City Administrator. The following criteria were applied informally in developing the final listing of proposed projects:

#### Economics

- Potential for Financing
- Impact on Future Operating Budgets
- Benefit to Economy and Tax Base

#### Service Consideration

- Safety, Health and Welfare
- Environmental Impact
- Effect on Service Quality

#### Feasibility

- Legal Mandates
- Citizen Support
- 1992 Community Vision Survey

#### Consistency

- Goals and Objectives in Other Elements
- Linkage to Other Planned Projects
- Plans of Other Jurisdictions

#### Cost Estimates for Projected Needs

The majority of the cost estimates in this element are presented in 2000 dollars and were derived from various federal and state documents, published cost estimates, records of past expenditures and information from various private contractors.

## **FUTURE NEEDS AND ALTERNATIVES**

The Capital Facility Plan for the City of Gig Harbor is developed based upon the following analysis:

- Current Revenue Sources
- Financial Resources
- Capital Facilities Policies
- Method for Addressing Shortfalls

Current Revenue Sources

The major sources of revenue for the City's major funds are as follows:

<b>Fund</b>	<b>Source</b>	<b>Projected 2004 \$</b>
General Fund	Sales tax	\$3,862,000 (60%)
	Utility tax	\$944,000 (14%)
	Property tax	\$337,000 (5%)
Street Fund- Operations	Property tax	\$1,010,000 (80%)
Water Operating Fund	Customer charges	\$34,000
Sewer Operating Fund	Customer charges	\$1,498,000
Storm Drainage Fund	Customer charges	\$400,000

Financial Resources

In order to ensure that the city is using the most effective means of collecting revenue, the city inventoried the various sources of funding currently available. Financial regulations and available mechanisms are subject to change. Additionally, changing market conditions influence the city's choice of financial mechanism. The following list of sources include all major financial resources available and is not limited to those sources which are currently in use or which would be used in the six-year schedule of improvements. The list includes the following categories:

- Debt Financing
- Local Levies
- Local Non-Levy Financing
- State Grants and Loans
- Federal Grants and Loans

Debt Financing Method

Short-Term Borrowing: Utilization of short-term financing through local banks is a means to finance the high-cost of capital improvements.

Revenue Bonds: Bonds can be financed directly by those benefiting from the capital improvement. Revenue obtained from these bonds is used to finance publicly-owned facilities, such as new or expanded water systems or improvement to the waste water treatment facility. The debt is retired using charges collected from the users of these facilities. In this respect, the capital project is self supporting. Interest rates tend to be higher than for general obligation bonds and the issuance of the bonds may be approved by voter referendum.

General Obligation Bonds: These are bonds which are backed by the value of the property within the jurisdiction. Voter-approved bonds increase property tax rate and dedicate the

increased revenue to repay bondholders. Councilmanic bonds do not increase taxes and are repaid with general revenues. Revenue may be used for new capital facilities or maintenance and operations at an existing facility. Revenue may be used for new capital facilities or the maintenance and operations at existing facilities. These bonds should be used for projects that benefit the City as a whole.

#### Local Multi-Purpose Levies

Ad Valorem Property Taxes: The tax rate is in mills (1/10 cent per dollar of taxable value). The maximum rate is \$3.60 per \$1,000 assessed valuation. In 2004, the City's tax rate is \$1.4522 per \$1,000 assessed valuation. The City is prohibited from raising its levy more than one percent or the rate of inflation, whichever is lower. A temporary or permanent excess levy may be assessed with voter approval. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Business and Occupation (B and O) Tax: This is a tax of no more than 0.2% of the gross value of business activity on the gross or net income of a business. Assessment increases require voter approval. The City does not currently use a B and O tax. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Local Option Sales Tax: The city has levied the maximum of tax of 1%. Local governments that levy the second 0.5% may participate in a sales tax equalization fund. Assessment of this option requires voter approval. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Utility Tax: This is a tax on the gross receipts of electric, gas, telephone, cable TV, water/sewer, and stormwater utilities. Local discretion up to 6% of gross receipts with voter approval required for an increase above this maximum. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Real Estate Excise Tax: The original 1/2% was authorized as an option to the sales tax for general purposes. An additional 1/4% was authorized for capital facilities, and the Growth Management Act authorized another 1/4% for capital facilities. Revenues must be used solely to finance new capital facilities or maintenance and operations at existing facilities, as specified in the plan. An additional option is available under RCW 82.46.070 for the acquisition and maintenance of conservation areas if approved by a majority of voters of the county.

#### Local Single-Purpose Levies

Emergency Medical Services Tax: Property tax levy of up to \$.50 per \$1,000 of assessed value for emergency medical services. Revenue may be used for new capital facilities or operation and maintenance of existing ones.

Motor Vehicle Fuel Tax: Tax is paid by gasoline distributors. Cities receive about 10.7 percent of motor vehicle fuel tax receipts. State shared revenue is distributed by the Department of Licensing. Revenues must be spent for streets, construction, maintenance or operation, the

policing of local streets, or related activities.

Local Option Fuel Tax: A county-wide voter approved tax equivalent to 10% of statewide Motor Vehicle fuel tax and a special fuel tax of 2.3 cents per gallon. Revenue is distributed to the city on a weighted per capita basis. Revenues must be spent for city streets, construction, maintenance, operation policing of local streets or related activities.

#### Local Non-L Levy Financing Mechanisms

Reserve Funds: Revenue that is accumulated in advance and earmarked for capital improvements. Sources of the funds can be surplus revenues, funds in depreciation revenues, or funds resulting from the sale of capital assets.

Fines, Forfeitures and Charges for Services: This includes various administrative fees and user charges for services and facilities operated by the jurisdiction. Examples are franchise fees, sales of public documents, property appraisal fees, fines, forfeitures, licenses, permits, income received as interest from various funds, sale of public property, rental income and private contributions to the jurisdiction. Revenue from these sources may be restricted in use.

User and Program Fees: These are fees or charges for using park and recreational facilities, sewer services, water services and surface drainage facilities. Fees may be based on a measure of usage on a flat rate or on design features. Revenues may be used for new capital facilities or maintenance and operation of existing facilities.

Street Utility Charges: A fee of up to 50% of actual costs of street construction, maintenance and operations may be charged to households. Owners or occupants of residential property are charged a fee per household that cannot exceed \$6.00 per month. The tax requires local referendum. The fee charged to businesses is based on the number of employees and cannot exceed \$2.00 per employee per month. Both businesses and households must be charged. Revenue may be used for activities such as street lighting, traffic control devices, sidewalks, curbs, gutters, parking facilities and drainage facilities.

Special Assessment District: Special assessment districts are created to service entities completely or partially outside of the jurisdiction. Special assessments are levied against those who directly benefit from the new service or facility. The districts include Local Improvement Districts, Road Improvement Districts, Utility Improvement Districts and the collection of development fees. Funds must be used solely to finance the purpose for which the special assessment district was created.

Impact Fees: Impact fees are paid by new development based upon the development's impact to the delivery of services. Impact fees must be used for capital facilities needed by growth and not to correct current deficiencies in levels of service nor for operating expenses. These fees must be equitably allocated to the specific entities which will directly benefit from the capital improvement and the assessment levied must fairly reflect the true costs of these improvements. Impact fees may be imposed for public streets, parks, open space, recreational facilities, and

school facilities.

## **State Grants and Loans**

Public Works Trust Fund: Low interest loans to finance capital facility construction, public works emergency planning, and capital improvement planning. To apply for the loans the city must have a capital facilities plan in place and must be levying the original 1/4% real estate excise tax. Funds are distributed by the Department of Community Development. Loans for construction projects require matching funds generated only from local revenues or state shared entitlement revenues. Public works emergency planning loans are at 5% interest rate, and capital improvement planning loans are no interest loans, with a 25% match. Revenue may be used to finance new capital facilities, or maintenance and operations at existing facilities.

State Parks and Recreation Commission Grants: Grants for parks capital facilities acquisition and construction. They are distributed by the Parks and Recreation Commission to applicants with a 50% match requirement.

Arterial Improvement Program: AIP provides funds to improve mobility and safety. Funds are administered by the Transportation Improvement Board.

Transportation Partnership Program: TPP provides grants for mobility improvements.

Intermodal Surface Transportation Efficiency Act (ISTEA): ISTEA provides grants to public agencies for historic preservation, recreation, beautification, and environmental protection projects related to transportation facilities. These enhancement grants are administered by the state Department of Transportation and regional transportation planning organizations (RTPOs).

Transportation Improvement Account: Revenue available for projects to alleviate and prevent traffic congestion caused by economic development or growth. Entitlement funds are distributed by the State Transportation Improvement Board with a 20% local match requirement. For cities with a population of less than 500 the entitlement requires only a 5% local match. Revenue may be used for capital facility projects that are multi-modal and involve more than one agency.

Centennial Clean Water Fund: Grants and loans for the design, acquisition, construction, and improvement of Water Pollution Control Facilities, and related activities to meet state and federal water pollution control requirements. Grants and loans distributed by the Department of Ecology with a 75%-25% matching share. Use of funds is limited to planning, design, and construction of Water Pollution Control Facilities, stormwater management, ground water protection, and related projects.

Water Pollution Control State Revolving Fund: Low interest loans and loan guarantees for water pollution control projects. Loans are distributed by the Department of Ecology. The applicant must show water quality need, have a facility plan for treatment works, and show a dedicated source of funding for repayment.

## **Federal Grants and Loans**

Department of Health Water Systems Support: Grants for upgrading existing water systems, ensuring effective management, and achieving maximum conservation of safe drinking water. Grants are distributed by the state Department of Health through intergovernmental review and with a 60% local match requirement.

### Capital Facility Strategies

In order to realistically project available revenues and expected expenditures on capital facilities, the city must consider all current policies that influence decisions about the funding mechanisms as well as policies affecting the city's obligation for public facilities. The most relevant of these are described below. These policies, along with the goals and policies articulated in the other elements were the basis for the development of various funding scenarios.

## **Mechanisms to Provide Capital Facilities**

Increase Local Government Appropriations: The city will investigate the impact of increasing current taxing rates, and will actively seek new revenue sources. In addition, on an annual basis, the city will review the implications of the current tax system as a whole.

Use of Uncommitted Resources: The city has developed and adopted its Six-Year capital improvement schedules. With the exception of sewer facilities, however, projects have been identified on the 20-year project lists with uncommitted or unsecured resources.

Analysis of Debt Capacity: Generally, Washington state law permits a city to ensure a general obligation bonded debt equal to 3/4 of 1% of its property valuation without voter approval. By a 60% majority vote of its citizens, a city may assume an additional general obligation bonded debt of 1.7570%, bringing the total for general purposes up to 2.5% of the value of taxable property. The value of taxable property is defined by law as being equal to 100% of the value of assessed valuation. For the purpose of applying municipally-owned electric, water, or sewer service and with voter approval, a city may incur another general obligation bonded debt equal to 2.5% of the value of taxable property. With voter approval, cities may also incur an additional general obligation bonded debt equal to 2.5% of the value of taxable property for parks and open space. Thus, under state law, the maximum general obligation bonded debt which the city may incur cannot exceed 7.5% of the assessed property valuation.

Municipal revenue bonds are not subject to a limitation on the maximum amount of debt which can be incurred. These bonds have no effect on the city's tax revenues because they are repaid from revenues derived from the sale of service.

The City of Gig Harbor has used general obligation bonds and municipal revenue bonds very infrequently. Therefore, under state debt limitation, it has ample debt capacity to issue bonds for

new capital improvement projects. However, the city does not currently have policies in place regarding the acceptable level of debt and how that debt will be measured. The city believes that further guidelines, beyond the state statutory limits on debt capacity, are needed to ensure effective use of debt financing. The city intends to develop such guidelines in the coming year. When the city is prepared to use debt financing more extensively, it will rely on these policies, the proposed method of repayment, and the market conditions at that time to determine the appropriateness of issuing bonds.

User Charges and Connection Fees: User charges are designed to recoup the costs of public facilities or services by charging those who benefit from such services. As a tool for affecting the pace and pattern of development, user fees may be designed to vary for the quantity and location of the service provided. Thus, charges could be greater for providing services further distances from urban areas.

Mandatory Dedications or Fees in Lieu of: The jurisdiction may require, as a condition of plat approval, that subdivision developers dedicate a certain portion of the land in the development to be used for public purposes, such as roads, parks, or schools. Dedication may be made to the local government or to a private group. When a subdivision is too small or because of topographical conditions a land dedication cannot reasonably be required, the jurisdiction may require the developer to pay an equivalent fee in lieu of dedication.

The provision of public services through subdivision dedications not only makes it more feasible to service the subdivision, but may make it more feasible to provide public facilities and services to adjacent areas. This tool may be used to direct growth into certain areas.

Negotiated Agreement: An agreement whereby a developer studies the impact of development and proposes mitigation for the city's approval. These agreements rely on the expertise of the developer to assess the impacts and costs of development. Such agreements are enforceable by the jurisdiction. The negotiated agreement will require lower administrative and enforcement costs than impact fees.

Impact Fees: Impact fees may be used to affect the location and timing of infill development. Infill development usually occurs in areas with excess capacity of capital facilities. If the local government chooses not to recoup the costs of capital facilities in underutilized service areas then infill development may be encouraged by the absence of impact fees on development(s) proposed within such service areas.

Impact fees may be particularly useful for a small community which is facing rapid growth and whose new residents desire a higher level of service than the community has traditionally fostered and expected.

## **Obligation to Provide Capital Facilities**

Coordination with Other Public Service Providers: Local goals and policies as described in the other comprehensive plan elements are used to guide the location and timing of development.



However, many local decisions are influenced by state agencies and utilities that provide public facilities within the Urban Growth Area and the City of Gig Harbor. The planned capacity of public facilities operated by other jurisdictions must be considered when making development decisions. Coordination with other entities is essential not only for the location and timing of public services, but also in the financing of such services.

The city's plan for working with the natural gas, electric, and telecommunication providers is detailed in the Utilities Element. This plan includes policies for sharing information and a procedure for negotiating agreement for provision of new services in a timely manner.

Other public service providers such as school districts and private water providers are not addressed in the Utilities Element. However, the city's policy is to exchange information with these entities and to provide them with the assistance they need to ensure that public services are available and that the quality of the service is maintained.

Level of Service Standards: Level of service standards are an indicator of the extent or quality of service provided by a facility that are related to the operational characteristics of the facility. They are a summary of existing or desired public service conditions. The process of establishing level of service standards requires the city to make quality of service decisions explicit. The types of public services for which the city has adopted level of service standards will be improved to accommodate the impacts of development and maintain existing service in a timely manner with new development.

Level of service standards will influence the timing and location of development, by clarifying which locations have excess capacity that may easily support new development, and by delaying new development until it is feasible to provide the needed public facilities. In addition, to avoid over-extending public facilities, the provision of public services may be phased over time to ensure that new development and projected public revenues keep pace with public planning. The city has adopted level of service standards for six public services. These standards are to be identified in Section V of this element.

Urban Growth Area Boundaries: The Urban Growth Area Boundary was selected in order to ensure that urban services will be available to all development. The location of the boundary was based on the following: environmental constraints, the concentrations of existing development, the existing infrastructure and services, and the location of prime agricultural lands. New and existing development requiring urban services will be located in the Urban Growth Area. Central sewer and water, drainage facilities, utilities, telecommunication lines, and local roads will be extended to development in these areas. The city is committed to serving development within this boundary at adopted level of service standards. Therefore, prior to approval of new development within the Urban Growth Area the city should review the six-year Capital Facilities Program and the plan in this element to ensure the financial resources exist to provide the services to support such new development.

Methods for Addressing Shortfalls

The city has identified options available for addressing shortfalls and how these options will be exercised. The city evaluates capital facility projects on an individual basis rather than a system-wide basis. This method involves lower administrative costs and can be employed in a timely manner. However, this method will not maximize the capital available for the system as a whole. In deciding how to address a particular shortfall the city will balance the equity and efficiency considerations associated with each of these options. When evaluation of a project identifies shortfall, the following options would be available:

- Increase revenue
- Decrease level of service
- Decrease the cost of a facility
- Decrease the demand for the public service or facility
- Reassess the land use assumptions in the Comprehensive Plan

## **SIX-YEAR CAPITAL FACILITY PLAN**

In addition to the direct costs for capital improvements, this section analyzes cost for additional personnel and routine operation and maintenance activities. Although the capital facilities program does not include operating and maintenance costs, and such an analysis is not required under the Growth Management Act, it is an important part of the long-term financial planning. The six-year capital facilities program for the City of Gig Harbor was based upon the following analysis:

- Financial Assumptions
- Projected Revenues
- Projected Expenditures
- Operating Expenses
- Future Needs

### Financial Assumptions

The following assumptions about the future operating conditions in the city operations and market conditions were used in the development of the six-year capital facilities program:

1. The city will maintain its current fund accounting system to handle its financial affairs.
2. The cost of running local government will continue to increase due to inflation and other growth factors while revenues will also increase.
3. New revenue sources, including new taxes, may be necessary to maintain and improve city services and facilities.

4. Capital investment will be needed to maintain, repair and rehabilitate portions of the city's aging infrastructure and to accommodate growth anticipated over the next twenty years.
5. Public investment in capital facilities is the primary tool of local government to support and encourage economic growth.
6. A consistent and reliable revenue source to fund necessary capital expenditures is desirable.
7. A comprehensive approach to review, consider, and evaluate capital funding requests is needed to aid decision makers and the citizenry in understanding the capital needs of the city.

Capital improvements will be financed through the following funds:

- General Fund
- Capital Improvement Fund
- Transportation Improvement Fund
- Enterprise Funds

### **Projected Revenues**

#### **Tax Base**

The City's tax base is projected to increase at a rate of 6% per year for the adjusted taxable value of the property, including new construction. The City's assessment ratio is projected to remain constant at 100%. Although this is important to the overall fiscal health of the city, capital improvements are funded primarily through non-tax resources.

#### **Revenue by Fund**

**General Fund:** The General Fund is the basic operating fund for the city. Ad valorem tax yields were projected using the current tax rate and the projected 10% annual rate of growth for the adjusted taxable value of the property. The General Fund is allocated a percent of the annual tax yield from ad valorem property values.

**Capital Improvement Fund:** In the City of Gig Harbor, the Capital Improvement Fund accounts for the proceeds of the second quarter percent of the locally-imposed real estate excise tax. Permitted uses are defined as "public works projects for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvements of streets, roads, highways, sidewalks street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvements of parks. These revenues are committed to annual debt service and expenditures from this account are expected to remain constant through the year

2000, based upon the existing debt structure. The revenues in this fund represent continued capture of a dedicated portion of the ad valorem revenues necessary to meet annual debt service obligations on outstanding general obligation bonds.

**Transportation Improvement Fund:** Expenditures from this account include direct annual outlays for capital improvement projects and debt service for revenue bonds. The revenues in this fund represent total receipts from state and local gas taxes. The projection estimates are based upon state projections for gasoline consumption, current state gas tax revenue sharing and continued utilization of local option gas taxes at current levels. This fund also includes state and federal grant monies dedicated to transportation improvements.

**Enterprise Fund:** The revenue in this fund is used for the annual capital and operating expenditures for services that are operated and financed similar to private business enterprises. The projected revenues depend upon the income from user charges, connection fees, bond issues, state or federal grants and carry-over reserves.

#### Operation and Maintenance Costs

In addition to the direct costs of providing new capital facilities, the city will also incur increases in annual operating and maintenance costs. These are recurring expenses associated with routine operation of capital facilities. The anticipated increase in annual operating and maintenance costs associated with the new capital improvements and operation costs will initiate in the year following completion of the capital improvement

Operating costs are estimated by dividing the 1993 year expenditures for operation or maintenance by the number of units of output. This rate per unit of output is then used to calculate the estimated costs for operating and maintenance attributed to new capital improvements. The city has attempted to make various adjustments to the type and location of land use as well as adjustments in the timing and funding sources for financing capital improvements. The plan contained in this element represents a realistic projection of the city's funding capabilities and ensures that public services will be maintained at acceptable levels of service.

## **GOALS AND POLICIES**

### **GOALS**

**GOAL12.1. PROVIDE NEEDED PUBLIC FACILITIES TO ALL OF THE CITY RESIDENTS IN A MANNER WHICH PROTECTS INVESTMENTS IN EXISTING FACILITIES, WHICH MAXIMIZES THE USE OF EXISTING FACILITIES AND WHICH PROMOTE ORDERLY AND HIGH QUALITY URBAN GROWTH.**

**GOAL12.2. PROVIDE CAPITAL IMPROVEMENT TO CORRECT EXISTING**

**DEFICIENCIES, TO REPLACE WORN OUT OR OBSOLETE FACILITIES AND TO ACCOMMODATE FUTURE GROWTH, AS INDICATED IN THE SIX-YEAR SCHEDULE OF IMPROVEMENTS.**

**GOAL12.3. FUTURE DEVELOPMENT SHOULD BEAR ITS FAIR-SHARE OF FACILITY IMPROVEMENT COSTS NECESSITATED BY DEVELOPMENT IN ORDER TO ACHIEVE AND MAINTAIN THE CITY'S ADOPTED LEVEL OF STANDARDS AND MEASURABLE OBJECTIVES.**

**GOAL12.4. THE CITY SHOULD MANAGE ITS FISCAL RESOURCES TO SUPPORT THE PROVISION OF NEEDED CAPITAL IMPROVEMENTS FOR ALL DEVELOPMENTS.**

**GOAL12.5. THE CITY SHOULD COORDINATE LAND USE DECISIONS AND FINANCIAL RESOURCES WITH A SCHEDULE OF CAPITAL IMPROVEMENTS TO MEET ADOPTED LEVEL OF SERVICE STANDARDS, MEASURABLE OBJECTIVES AND PROVIDE EXISTING FUTURE FACILITY NEEDS.**

**GOAL12.6. THE CITY SHOULD PLAN FOR THE PROVISION OR EXTENSION OF CAPITAL FACILITIES IN SHORELINE MANAGEMENT AREAS, CONSISTENT WITH THE GOALS, POLICIES AND OBJECTIVES OF THE CITY OF GIG HARBOR SHORELINE MASTER PROGRAM.**

**POLICIES**

**12.1.1. Capital improvement projects identified for implementation and costing more than \$25,000 shall be included in the Six Year Schedule of Improvement of this element. Capital improvements costing less than \$25,000 should be reviewed for inclusion in the six-year capital improvement program and the annual capital budget.**

**12.1.2. Proposed capital improvement projects shall be evaluated and prioritized using the following guidelines as to whether the proposed action would:**

- a. Be needed to correct existing deficiencies, replace needed facilities or to provide facilities required for future growth;
- b. Contribute to lessening or eliminating a public hazard;
- c. Contribute to minimizing or eliminating any existing condition of public facility capacity deficits;
- d. Be financially feasible;

- e. Conform with future land uses and needs based upon projected growth;
- f. Generate public facility demands that exceed capacity increase in the six-year schedule of improvements;
- g. Have a detrimental impact on the local budget.

**12.1.3. The City sewer and water connection fee revenues shall be allocated to capital improvements related to expansion of these facilities.**

**12.1.4. The City identifies its sanitary sewer service area to be the same as the urban growth area. Modifications to the urban growth boundary will constitute changes to the sewer service area.**

**12.1.5. Appropriate funding mechanisms for development's fair-share contribution toward other public facility improvements, such as transportation, parks/recreation, storm drainage, will be considered for implementation as these are developed by the City.**

**12.1.6. The City shall continue to adopt annual capital budget and six-year capital improvement program as part of its annual budgeting process.**

**12.1.7. Every reasonable effort shall be made to secure grants or private funds as available to finance the provision of capital improvements.**

**12.1.8. Fiscal policies to direct expenditures for capital improvements will be consistent with other Comprehensive Plan elements.**

**12.1.9. The City and/ or developers of property within the City shall provide for the availability of public services needed to support development concurrent with the impacts of such development subsequent to the adoption of the Comprehensive Plan. These facilities shall meet the adopted level of service standards.**

**12.1.10. The City will support and encourage joint development and use of cultural and community facilities with other governmental or community organizations in areas of mutual concern and benefit.**

**12.1.11. The City will emphasize capital improvement projects which promote the conservation, preservation or revitalization of commercial and residential areas within the downtown business area and along the shoreline area of Gig Harbor, landward of Harborview Drive and North Harborview Drive.**

**12.1.12. If probable funding falls short of meeting the identified needs of this plan, the City will review and update the plan, as needed. The City will reassess improvement needs, priorities, level of service standards, revenue sources and the Land Use Element.**

## LEVEL OF SERVICE STANDARDS

The following Level of Service Standards (LOS) shall be utilized by the City in evaluating the impacts of new development or redevelopment upon public facility provisions:

1. Community Parks:
  - 7.1 gross acres of general open space per 1,000 population.
  - 1.5 gross acres of active recreational area per 1,000 population.
2. Transportation/Circulation:
  - Transportation Level of Service standards are addressed in the Transportation Element.
3. Sanitary Sewer:
  - Sanitary sewer level of service standards are addressed in the City of Gig Harbor Wastewater Comprehensive Plan.
4. Potable Water:
  - Potable water level of service standards are addressed in the City of Gig Harbor Water System Comprehensive Plan.

## Six Year Capital Improvement Program

### PLAN IMPLEMENTATION AND MONITORING

#### Implementation

The six-year schedule of improvements shall be the mechanism the City will use to base its timing, location, projected cost and revenue sources for the capital improvements identified for implementation in the other comprehensive plan elements.

#### Monitoring and Evaluation

Monitoring and evaluation are essential to ensuring the effectiveness of the Capital Facilities Plan element. This element will be reviewed annually and amended to verify that fiscal resources are available to provide public facilities needed to support LOS standards and plan objectives. The annual review will include an examination of the following considerations in order to determine their continued appropriateness:

- a. Any corrections, updates and modifications concerning costs, revenue sources, acceptance of facilities pursuant to dedication which are consistent with this element, or to the date of construction of any facility enumerated in this element;
- b. The Capital Facilities Element's continued consistency with the other element of the plan and its support of the land use element;
- c. The priority assignment of existing public facility deficiencies;
- d. The City's progress in meeting needs determined to be existing deficiencies;
- e. The criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order or level of priority;

- f. The City's effectiveness in maintaining the adopted LOS standard and objectives achieved;
- g. The City's effectiveness in reviewing the impacts of plans of other state agencies that provide public facilities within the City's jurisdiction;
- h. The effectiveness of impact fees or fees assessed new development for improvement costs;
- i. Efforts made to secure grants or private funds, as available, to finance new capital improvements;
- j. The criteria used to evaluate proposed plan amendments and requests for new development or redevelopment;
- k. Capital improvements needed for the latter part of the planning period for updating the six-year schedule of improvements;
- j. Concurrency status.

**Table 12.5 Capital Facilities Projects**

**Storm Water System Projects**

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
1	Survey and Map Downtown storm facilities mapping	2008-2012 Annually	\$30,000	6-year	Local
2	Hot Spot	Annually	\$25,000	6-year	Local
3	38 <sup>th</sup> Street - Hunt to Goodman	2008-2009	\$1,000,000	6-year	TIB/Safe Routes to Schools/Local
4	Donkey Creek Daylighting	2009	\$1,200,000	6-year	State/Federal Salmon Recovery Grants/Earmarks
5	Austin Drive Box Culvert Donkey Creek Culvert under Harborview Drive	2009 2014	\$500,000	6-year	State/Federal Salmon Recovery Grants/Earmarks
6	Annual Storm Culvert Replacement Program	2008—2014 2009-2013	\$250,000 / year	6-year	Storm Water Utility Fees
7	50 <sup>th</sup> Street Box Culvert	2008	\$350,000	6-year	Storm Water Utility Fees
8	Storm Comp Plan Update	2009 2008	\$1,000,000	6-year	Storm Water Utility Fees
9	Annual NPDES Implementation Expenses	2008	\$100,000	6-year	Storm Water Utility Fees/State Grant
10	Stormwater retention, wetland mitigation and detention for Burnham interchange improvements: - Potential properties in proximity to Burnham interchange.	2010	\$2,000,000	6-year	State/Federal Transportation Funding/Grant



11	<u>Aquifer Re-charge</u> - <u>Spadoni Gravel Pit and adjacent property north of 96<sup>th</sup> street between SR-16 and Burnham Drive.</u>	2010	\$1,700,000	6-year	<u>State/Federal Transportation Funding/Grant</u>
<b>Subtotal</b>			<b>\$5,705,000</b>		
			<b>\$8,155,000</b>		

\* Private property – costs to be borne by property owner or developer

**Notes:**

- (1) Cost estimates do not include such items as permitting costs, sales tax, right-of-way acquisition, utility relocations, trench dewatering, traffic control or other unforeseen complications.
- (2) “Hot Spots” refers to the discretionary funds for emergencies and small projects that can be easily repaired or otherwise taken care of quickly

**Water System Projects**

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
<b>6-Year Water Capital Improvement Projects*</b>					
1	Storm Tank Maintenance	2008-2010	\$500,000	6-year	Local Utility Fees &/or Revenue Bonds
2	Design Harborview/Stinson	2008	\$180,000	6-year	Local Utility Fees &/or Revenue Bonds
3	Design Harborview Water Main	2008	\$200,000	6-year	Local Utility Fees &/or Revenue Bonds
4	AC Water Line replacement City Wide	2008-2012	\$340,000	6-year	Local Utility Fees &/or Revenue Bonds
5	Water Systems Upgrades	2008-2012	\$278,000	6-year	Local Utility Fees &/or Revenue Bonds
6	Harborview/ Stinson 12" Upsize	2009	\$800,000	6-year	Local Utility Fees &/or Revenue Bonds
7	Harborview Drive Water Main Replace	2009	\$950,000	6-year	Local Utility Fees &/or Revenue Bonds
8	<del>Well site Improvements Well No. 6</del>	<del>2008-2012</del> 2009-2014	<del>\$58,000</del> \$1,740,000	6-year	Local Utility Fees &/or Revenue Bonds
9	Water Rights Annual Advocate/Permitting (75,000/year)	2008-2012	\$375,000	6-year	Local Utility Fees &/or Revenue Bonds
10	GIS Inventory	2008-2012	\$80,000	6-year	Local Utility Fees &/or Revenue Bonds
11	Gig Harbor North Well Permitting/Design	2008-2009	\$1,800,000 \$2,000,000	6-year	SEPA Mitigation/Developers/ Connection Fees
12	<del>Shallow Well Well No. 10</del>	<del>2008</del> 2008-2009	<del>\$950,000</del> \$150,000	6-year	SEPA Mitigation/Developers/ Connection Fees
13	<del>Harbor Hill Drive Extension</del>	<del>2009-2014</del>	<del>\$160,000</del>	<del>6-year</del>	<del>Local Utility Fees, Revenue Bonds, &amp;/or Developer Funded</del>
14	<del>Harborview Drive Dead End</del>	<del>2009-2014</del>	<del>\$405,000</del>	<del>6-year</del>	<del>Local Utility Fees &amp;/or Revenue Bonds</del>
15	<del>Tarabochia Street</del>	<del>2009-2014</del>	<del>\$40,000</del>	<del>6-year</del>	<del>Local Utility Fees &amp;/or Revenue Bonds</del>
16	<del>Grandview Street</del>	<del>2009-2014</del>	<del>\$59,000</del>	<del>6-year</del>	<del>Local Utility Fees &amp;/or Revenue Bonds</del>
17	<del>96<sup>th</sup> Street Extension</del>	<del>2009-2014</del>	<del>\$269,000</del>	<del>6-year</del>	<del>Local Utility Fees, Revenue Bonds, &amp;/or Developer Funded</del>
18	<del>Woodworth Avenue</del>	<del>2009-2014</del>	<del>\$50,000</del>	<del>6-year</del>	<del>Local Utility Fees &amp;/or Revenue Bonds</del>
19	<del>Shurgard East Tee</del>	<del>2009-2014</del>	<del>\$52,000</del>	<del>6-year</del>	<del>Local Utility Fees &amp;/or Revenue Bonds</del>
	<b>Subtotal</b>		<b>\$6,511,000*</b> <b>\$8,628,000 *</b>		

<b>20-Year Water Capital Improvement Projects**</b>					
1	Upgrade Perrow Well	2010-2030	\$92,000	20-year	Undetermined
2	500,000 Gallon Storage Tank	2010-2030	\$1,500,000	20-year	Undetermined
3	Shurgard Tank to Soundview	2010-2030	\$122,000	20-year	Undetermined
4	Pioneer Way	2010-2030	\$74,000	20-year	Undetermined
5	Reid & Hollycroft Intertie	2010-2030	\$3,000	20-year	Undetermined
6	Shore Acres Connection Improvements	2010-2030	\$56,000	20-year	Undetermined
7	Sehmel Drive Extension	2010-2030	\$543,000	20-year	Undetermined
8	Conjunctive Strategy	2010-2030	\$2,000,000	20-year	Undetermined
	<b>Subtotal</b>		<b>\$1,592,000**</b>		
			<b>\$ 4,390,000 **</b>		

\* Estimated costs are in year of project

\*\* Estimated costs are in 2009 dollars

## Wastewater System Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
<b>6-Year Wastewater Capital Improvement Projects*</b>					
<b>Treatment System</b>					
1	Outfall Onshore Construction Phase I	2008	\$574,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
2	Outfall Construction Phase II From GH Bay out to Puget Sound	2011	\$8,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
3	WWTP Expansion Phase I	2009	\$10,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
4	WWTP Expansion Phase II	2011	\$6,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
5	Lift Station 4 Replacement	2008-2011	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
6	N. Harborview Sewer Stet	2010	\$1,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
7	Harborview Main Sewer Upsize/Replacement	2009	\$1,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
8	Odor Control	2008-2012	\$250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
9	Reid Drive Lift Station Replace	2009	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
10	Annual Water Quality Reporting	2008-2012	\$400,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
11	Annual Sewer Flow Metering Program	2008-2012	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
12	WWTP Centrifuge	2008	\$400,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
13	Lift Station MCC Upgrades	2008-2012	\$2,500,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
14	Comprehensive Plan Completion	2008	\$75,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
15	<u>Spadoni Gravel Pit and adjacent property north of 96<sup>th</sup> street between SR-16 and Burnham Drive for Reclamation Purposes</u>	<u>2010</u>	<u>\$1,700,000</u>	<u>6-year</u>	<u>State and Federal Transportation Funding/Grant</u>
	<b>Subtotal</b>		<b>\$33,949,000</b> <b>\$35,649,000</b>		

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
<b>Collector System Expansions</b>					
C1	West Side of Hwy 16 from Tacoma community College to Rosedale Street	2000 2012	\$1,654,000 \$2,977,000	6-year	Developer-funded
C2	Gig Harbor North (West Side)	2000 2010	\$1,878,000 \$2,535,000	6-year	Developer-funded
C3	Sehmel Drive	2000 2013	\$1,083,000 \$1,949,000	6-year	Developer-funded
C4	Purdy Drive from Hwy 16 to Peninsula High School	2001 2013	\$2,502,000 \$4,504,000	6-year	Developer-funded
C5	Hunt & Skansie Drainage Basin	2005 2009	\$5,636,000 \$10,145,000	6-year	Developer-funded
	<b>Subtotal</b>		<b>\$12,753,000</b> <b>\$22,110,000</b>		
<b>Gravity Sewer Replacements</b>					
E1	Harborview Drive from WWTP to <del>Novak</del> Rosedale	2002 2012	\$1,187,000 \$2,137,000	6-year	Capital reserves
E2	Rosedale Street from Hwy 16 to Shirley Avenue	2002 2010	\$663,000 \$1,193,000	6-year	Capital reserves
E3	Harborview Drive from Rosedale to Soundview	2002 2010	\$449,000 \$808,000	6-year	Capital reserves
E4	Soundview Drive from Harborview to Grandview	2003 2009	\$540,000 \$972,000	6-year	Capital reserves
E5	Soundview Drive from Erickson to Olympic	2003 2013	\$840,000 \$1,512,000	6-year	Capital reserves
	<b>Subtotal</b>		<b>\$3,679,000</b> <b>\$6,622,000</b>		
<b>Total 6-year</b>			<b>\$50,381,000</b> <b>\$,62,681,000</b>		
<b>20-Year Sewer Capital Improvement Projects**</b>					
<b>Treatment Collection System</b>					
1	Harborview Drive to WWTP	2010-2030 2014-2028	\$4,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
2	Rosedale Drive Main Upsize	2010-2030	\$3,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
3	Soundview Dr – Harborview to Grandview Main Upsize	2010-2030	\$3,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
4	Soundview Drive to Erickson Main Upsize	2010-2030	\$4,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
	<b>Subtotal</b>		<b>\$14,000,000</b>		

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
<b>Gravity Sewer Replacements</b>					
E6	Burnham Drive from Harborview Drive to 96th Street	2010-2030	\$456,000	20-year	Capital Reserves
E7	N. Harborview Dr. from Peacock Hill Ave. to L.S. #2	2010-2030	\$238,000	20-year	Capital Reserves
E8	45th Street and Easement East of Point Fosdick Drive	2010-2030	\$953,000	20-year	Capital Reserves
	<b>Subtotal</b>		<b>\$1,647,000</b>		
<b>Lift Station and Force Main Improvements</b>					
L4-1	Lift Station 4, Phase 1	2010-2030	\$1,121,000	20-year	
L4-2	Lift Station 4, Phase 2	2010-2030	\$295,000	20-year	
L8	Lift Station No.8	2010-2030	\$568,000	20-year	Capital Reserves
L3-2	Lift Station No. 3, Phase 2	2010-2030	\$162,000	20-year	Capital Reserves
L1	Lift Station No. 1	2010-2030	\$470,000	20-year	Capital Reserves
	<b>Subtotal</b>		<b>\$2,616,000</b>		
<b>Total 20-year</b>			<b>\$18,263,000</b>		

- \* Estimated costs are in year of project
- \*\* Estimated costs are in 2009 dollars

**Notes:**

- (1) PWTF - Public Works Trust Fund
- (2) SFR - State Revolving Fund

## Park, Recreation &amp; Open Space Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
1	City Park Improvements	ongoing		6 year	Grants/Local
2	City Skate Park Improvements	2008-2010	\$30,000	6 year	Local
3	GHPHS Museum Creek Easement	2008-2009	\$400,000	6 year	Local
4	Gig Harbor North Park	2008-2012	\$3,000,000	6 year	Developer Mitigation/Impact
5	Jerisich Dock Moorage Extension	2008-2009	<del>\$120,000</del> \$200,000	6 year	Fees/Grants/Donations
6	Cushman Trail Phase II Kimball to Borgen	2008-2009	\$664,000	6 year	Local/County
7	Boys and Girls Club/ Senior Center	2009-2011	\$150,000	6 year	Local
8	Pioneer Way Streetscape	2008-2012	\$127,000	6 year	Local
9	Austin Estuary Park	2008	\$100,000	6 year	Local
10	Skansie House Remodel	2010-2012	\$100,000 - \$300,000	6 year	PSRC Grant/Local
11	Skansie Netshed Repair and Restoration	2008-2010	\$450,000	6 year	Heritage Grant/Local
12	Wheeler Pocket Park	2009	\$35,000	6 year	
13	Wilkinson Farm Barn Restoration	2009	\$200,000	6 year	Heritage Barn Grant/Local Match
14	Wilkinson Farm Park	2010	\$900,000	6 year	State IAC Grant
15	WWTP/Cushman Trail Access	2008-2009	\$	6 year	
16	Crescent Creek West Shore Acquisition	2008-2011	<del>\$95,000</del> \$200,000	6 year	Grant/Local
17	<del>Westside Kenneth Leo Marvin Veterans Memorial Park</del>	2008	\$900,000	6 year	IAC Grant/Impact Fees/Local
18	Eddon Boatyard Building Restoration	2008	\$980,000	6 year	Heritage Grant
19	Eddon Boatyard Building Impervious Containment Barrier	2007	\$25,000	6 year	Heritage Grant/Local
20	<del>Eddon Park Sidewalk</del>	2007	<del>\$75,000</del>	6 year	
20	<u>Eddon Boat Park Development</u>	<u>2009</u>	<u>\$2,000,000</u>	<u>6 year</u>	<u>Grants/ Local</u>
21	Eddon Park Environmental Cleanup	2007-2008	\$2,000,000	6 year	Brownsfields Grants/ Harbor Cove Escrow Account
22	Taraboachia Public Parking Lot	2007-2008	\$30,000	6 year	Local
23	Maritime Pier – Dock Improvements	2008-2010	\$50,000	6 year	Local
30	<u>Old Miller Property acquisition and development.</u>	<u>2009</u>	<u>\$360,000</u>	<u>6 year</u>	<u>Local/Impact Fees</u>
31	<u>Hoppen Property at the mouth of Crescent Creek.</u>	<u>2009-2014</u>	<u>\$250,000</u>	<u>6 year</u>	<u>Pierce County Conservation Futures/Local</u>
32	<u>Cushman Trail Extension North to Borgen Boulevard</u>	<u>2009</u>	<u>\$7,000,000</u>	<u>6 year</u>	<u>Pierce County Funds/Local</u>
33	<u>North/Donkey Creek Corridor. (Conservation Properties)</u>	<u>2010-2014</u>	<u>\$1,500,000</u>	<u>6 year</u>	<u>County Conservation Futures</u>

<b>Project No.</b>	<b>Project</b>	<b>Projected Year</b>	<b>Cost</b>	<b>Plan</b>	<b>Primary Funding Sources</b>
	<u>Northwest of Donkey Creek Park along the Creek.</u>				
<u>34</u>	<u>Skansie Park Development</u>	<u>2009-2010</u>	<u>\$150,000</u>	<u>6 year</u>	<u>Local</u>
<u>35</u>	<u>Sand Volleyball Court @ Crescent Creek Park</u>	<u>2009</u>	<u>\$30,000</u>	<u>6 year</u>	<u>Private Funding/Local</u>
<u>36</u>	<u>Sewer Easement Trail (Veterans Park to 45<sup>th</sup> Street Court)</u>	<u>2009-2014</u>	<u>\$300,000</u>	<u>6 year</u>	<u>Local</u>
	<b>Subtotal</b>		<b>\$10,631,000</b> <b>\$20,331,000</b>		

**Notes:**

- (1) CFP - Capital Facilities Program
- (2) GI Fee - Growth Impact Fee
- (3) Bond - Park, Recreation & Open Space Bond



## Transportation Improvement Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
1	Skansie Ave Improvements (Rosedale to Hunt, Roundabout @ Hunt)	2010	\$2,100,000	6-year	Local/ State
2	Olympic Drive/ 56th Street Improvements	2007	\$4,000,000	6-year	Local/ State
3	56th Street/ Point Fosdick Drive Improvements	2008-2012	\$2,650,000	6-year	Local/ State
4	Grandview Street (Phase 2)	2008-2012	\$250,000	6-year	Local
5	38th Avenue Improvements - (Phase 1)	2008-2012	\$6,588,000	6-year	Local/ State
6	45th Avenue Pedestrian Improvement	2007	\$170,000	6-year	Local/ State
7	36th/ Point Fosdick Intersection	2008 - 2012	\$980,000	6-year	Local/ State
8	Grandview Street (Phase 3)	2008 - 2012	\$510,000	6-year	Local
9	Prentice Street Improvements	2008	\$520,000	6-year	Local
10	Briarwood Lane Improvements	2008 - 2012	\$500,000	6-year	Local/ State
11	38th Avenue Improvements (Phase 2)	2007-2010	\$4,400,000	6-year	Local/ State
12	Franklin Avenue Improvements (Phase 2)	2008 - 2012	\$500,000	6-year	Local
13	Downtown Parking Lot Construction Design Only	2008-2010	\$60,000	6-year	Local
14	Burnham Drive Improvements (Phase 1)	2008 - 2012	\$415,000	6-year	Local/ State
15	Vernhardson Street Improvements	2008 - 2012	\$223,000	6-year	Local/ State
16	Rosedale Street Improvements (Phase 2)	2008 - 2012	\$593,000	6-year	Local
17	Burnham Drive Improvements (Phase 2)	2009-2010	\$2,775,000	6-year	Local/ State
18	Rosedale Street Improvements (Phase 3)	2008-2009	\$445,000	6-year	Local
19	Point Fosdick Drive Pedestrian Improvements	2009-2010	\$2,000,000	6-year	Local / State
20	50th Court - Street Extension to 38 <sup>th</sup>	2008-2009	\$1,000,000	6-year	Local
21	Harborview Drive Improvement Project	2007-2008 2008 - 2009	\$560,000	6-year	Local
22	North-South Connector (Swede Hill Road) Harbor Hill Drive Extension	2007 2009	Developer	6-year	State
23	Burnham Drive Improvements (Phase 3)	2009-2010	\$4,400,000	6-year	Local/ State
24	38th/ Hunt Street (Phase 1)	2008-2009	\$208,000	6-year	Local/ State
25	Crescent Valley Connector	2008-2013	\$4,300,000	6-year	Local/ State
26	Hunt St Crossing of SR-16 Kimball Drive Extension	2011	\$5,250,000	6-year	Local/ State
27	Wollochet Drive Improvement Project	2010	\$5,000,000	6-year	State
28	50 <sup>th</sup> Street Extension to 38 <sup>th</sup>	2008	\$900,000	6-year	Local
29	Burnham Interchange interim Solution Improvements	2008	\$10,300,000	6 year	State/Developer

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
30	Burnham Interchange Long-Term Solution Improvements	2012	\$44,000,000	6 year	Federal/State/SEPA/ Impact Fees/Local
31	Burnham Drive (Harborview to Interchange) Sidewalks, Median, etc.	2011	\$4,500,000	6 year	State/Local
32	Rosedale - Stinson to Skansie (Roadway, Bike Lane, Sidewalk, Median)	2010	\$1,950,000	6 year	State/Local
33	Donkey Creek day lighting, Street & Bridge Improvements	2009	\$3,250,000	6 year	Federal/State Earmarks & Grants
34	Harborview Drive Sidewalk/Roadway Improvements	2008	\$1,200,000	6 year	Local
35	Judson/Stanich/Uddenburg Sidewalk/Roadway Improvements	2008	\$750,000	6 year	Local
36	38 <sup>th</sup> Street Sidewalk, Bike Lane, Improvements	2009	\$1,900,000	6 year	State/Local
37	Public Works Operations Facility	2009	\$1,125,000	6 year	Local
38	Street Connections – Pt. Fosdick Area	2011	\$1,500,000	6 year	State/Local
39	Skansie Ave Improvements (Rosedale to Hunt; Traffic control device @ Hunt)	2010	\$2,100,000	6 year	Mitigation/Impact Fees
40	Ericson/Grandview (Pedestrian Loop Improvements and Lighting)	2008	\$160,000	6 year	Local
41	<u>96<sup>th</sup> Street Freeway Undercrossing</u>	<u>2012</u>	<u>\$8,000,000</u>	<u>6 year</u>	
42	<u>Tarabochia Public Parking Lot</u>	<u>2008</u>	<u>\$30,000</u>	<u>6 year</u>	
43	<u>Purchase Land for right of way, stormwater detention/retention and wetland mitigation – also potential properties in proximity to Burnham interchange</u>	<u>2008-2014</u>		<u>6 year</u>	
44	<u>Downtown Parking Acquisition</u>	<u>2008-2014</u>		<u>6 year</u>	
	<b>Subtotal</b>		<b>\$124,032,000</b>		

**Notes:**

- (1) The Gig Harbor Transportation Plan Update does not contain projects beyond the next six years. The Six Year Transportation Improvement Plan is updated annually. The table reflects the most recent update.

**Application COMP 08-0008:  
Transportation Element Update**



COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

DATE: April 22, 2008  
TO: Jennifer Kester, Senior Planner  
FROM: Emily Appleton, Senior Engineer *EA 4.22.08*  
SUBJECT: **Chapter 11 – Transportation  
Proposed 2008 Comprehensive Plan Amendment**

---

Attached is a draft of the proposed changes to Chapter 11, Transportation of the City of Gig Harbor Comprehensive Plan.

Generally, the proposed changes fall into the following categories:

- General revisions for clarity and accuracy
- General revisions to incorporate current data and existing conditions
- Updates to exhibits that contain maps of the City to show current data and existing conditions
- Updates to reconcile with current Pierce Transit, Pierce County and Washington State Department of Transportation planning documents
- Revisions to incorporate recent and on-going work in the development and use of the City's traffic model and assumptions

The City currently has a consultant under contract to assist with the development of the City's Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models. The models are used to develop, test and finalize the six-year and long range transportation improvement project list. This work is currently in progress and scheduled to be completed in draft form by May 23, 2008 with the final report due June 16, 2008.

Once the work to finish the traffic models and update the transportation project lists is complete, there will be changes and additions that will need to occur. Also, information will need to be incorporated into Chapter 11 to document the process used to develop the models and the transportation project lists.

The final report, including the updated transportation improvement project lists, is scheduled to be available in time for any changes to be incorporated into the proposed Chapter 11 amendment before it is sent to the Planning Commission for consideration.

The proposed changes are shown with strikeouts and sections that need to be updated either by reconciling them with the current version of other agencies documents or by inserting new information related to the traffic models and transportation project lists are shown as highlighted.

## Chapter 11

# TRANSPORTATION

### SECTION 1. EXISTING CONDITIONS

The City of Gig Harbor is required, under the state Growth Management Act (GMA), to prepare a Transportation Element as part of its Comprehensive Plan. ~~In 1994, the City completed an update of its comprehensive land use plan to comply with GMA requirements and help estimate future traffic growth within the city. Since then, Gig Harbor has annexed portions of unincorporated Pierce County surrounding it. This update reflects changes that have occurred since 1994, using 1998 as existing conditions and 2018 as the planning horizon. Revisions to the Comprehensive Plan occur periodically to accommodate updated information or changes related to the City of Gig Harbor and the Gig Harbor Urban Growth Area (UGA). Figure 1-1 shows the current limits of the Gig Harbor UGA.~~ urban growth area.

The specific goal of the GMA, with regard to transportation, is to “encourage efficient multi-modal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.” The GMA requires that the local comprehensive plans, including the land use and transportation elements, be consistent and coordinated with required regional programs. In addition, the GMA requires that transportation facility and service improvements be made concurrent with development.

#### Existing Transportation System

This section of the transportation plan describes the existing transportation system conditions in the study area, including a description of the roadway characteristics, functional classification, traffic volumes, level of service, accidents, and transit service. Planned transportation improvements from the Washington State Department of Transportation (WSDOT) Plan, Pierce County Capital Facilities Element of the Comprehensive Plan, the Pierce County Six-Year Transportation Improvement Program (TIP) and Gig Harbor Six-Year TIP are also described.

#### Functional Classification and Connectivity

Roadway hierarchy ~~based on~~ by functional classification provides a network of streets based on distinct travel movements and the service they provide. Roadway layout shall be based primarily on the safety, efficiency of traffic flow, and functional use of the roadway. Functional roadway classifications consist of ~~Roadways are divided into~~ boulevards, arterials, major and minor collectors, major and minor local residential streets, private streets, and alleys.

Roadways of all classifications shall be planned to provide for connectivity of existing and proposed streets in relation to adjoining parcels and possible future connections as approved by the Community Development Department. New development roadway systems should be designed so as to minimize pedestrian travel to bus stops.

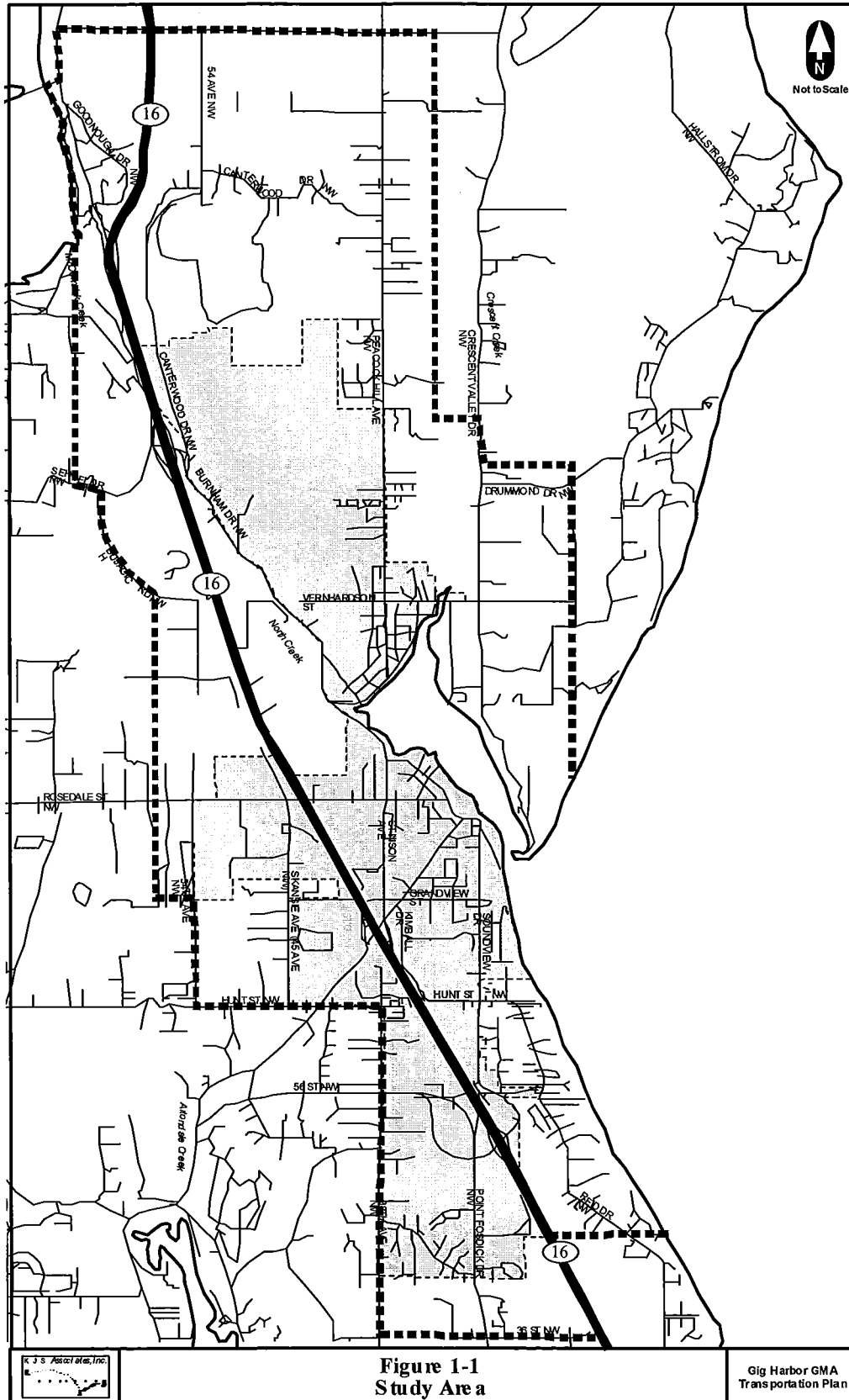


Figure 1-1  
Study Area a

UPDATE FIGURE

Boulevards and arterials are intended for the efficient movement of people and goods and have the highest level of access control. They have limited access and accommodate controlled intersections. ~~Boulevards and arterials have been identified in the most current adopted version of the *City of Gig Harbor Transportation Plan*. The City Engineer will classify all new roadways.~~

Collectors generally connect commercial, industrial, and residential projects to other collectors, arterials, and boulevards and have a moderate level of access control. Minor collectors may be used if turn lanes are not required. If the collector connects to another collector or to an arterial, the roadway shall be a major collector. The City will determine if a collector is a major or minor, type I or type II, based on a review of the development potential of all contributing properties, the exiting right-of-way if it is an existing roadway, and the necessity of turn lanes. Auxiliary left turn lanes are desired when connecting to boulevards, arterials, and major collectors.

Roadways that are currently functionally classified within the City of Gig Harbor as boulevards/arterials, major collectors or minor collectors are shown in Figure 1-2. ~~Collectors are identified in the most current adopted version of the *City of Gig Harbor Transportation Plan*.~~ The City Traffic Engineer will classify all new roadways.

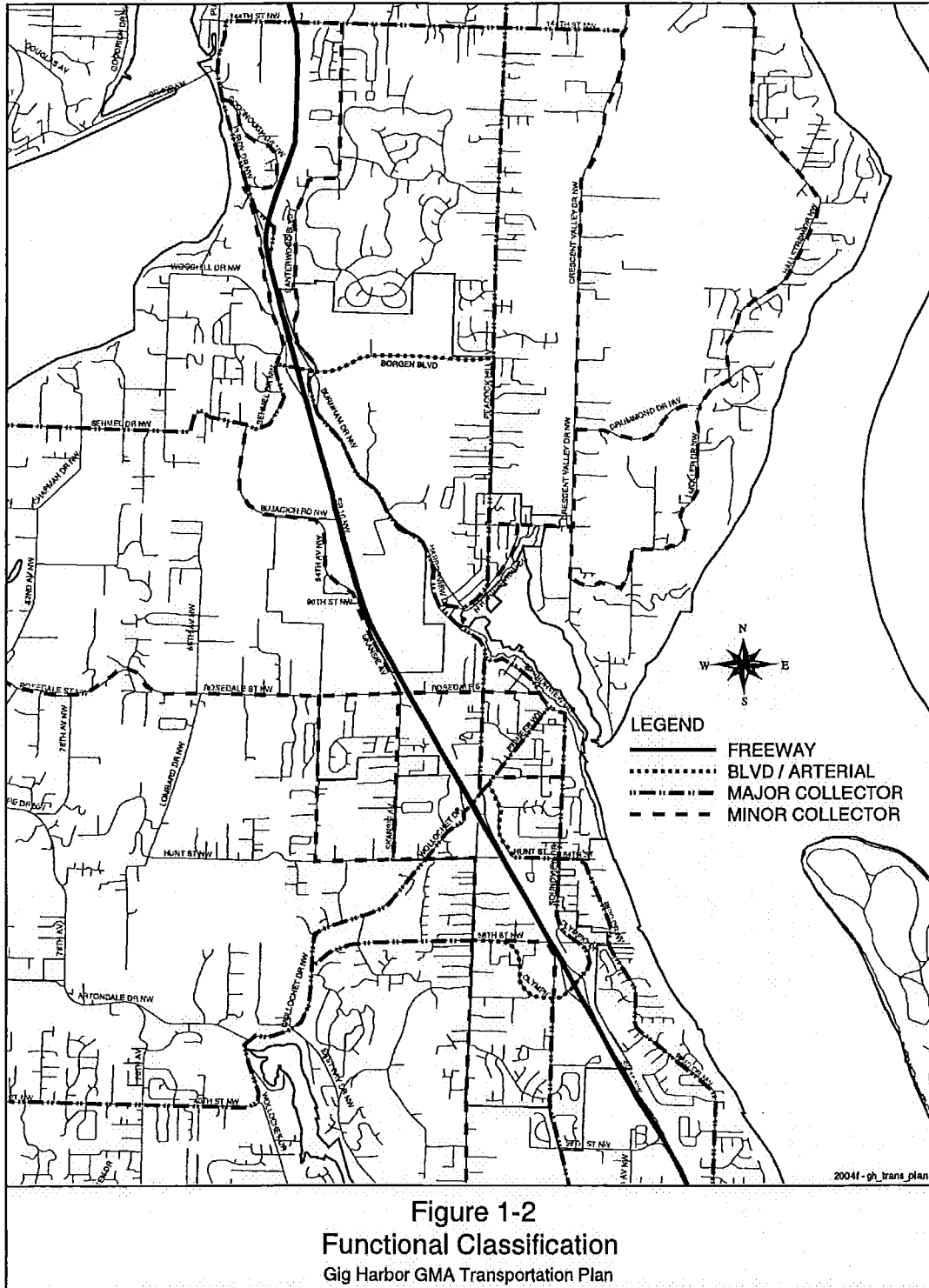
Major and minor local residential streets shall interconnect with each other and with minor collectors and have a minimum level of access control. Alleys in residential neighborhoods are encouraged. If the local residential street connects to a major collector or to an arterial, the street shall be a major local residential. In such developments, connectivity shall be a key design factor, although the internal flow shall be discontinuous to discourage cut-through traffic movement and excessive speed. Traffic calming techniques shall be designed into all residential subdivisions.

The pedestrian network shall be paramount in the residential roadway network. Minor local residential streets serve as land access from residences and generally connect with major local residential and minor collectors. Safety is always the major consideration when determining intersection locations and connectivity.

State-owned transportation facilities and highways of statewide significance [See also Section 5]

In 1998, the Washington State Legislature enacted the “Level of Service Bill” (House Bill 1487) which amended the Growth Management Act (GMA) to include additional detail regarding state-owned transportation facilities in the transportation element of comprehensive plans. Within Gig Harbor, SR 16 has been designated as a Highway of Statewide Significance (HSS) in WSDOT’s Highway System Plan (HSP). SR 16 provides the major regional connection between Tacoma, Bremerton, and the Olympic Peninsula. It connects to Interstate 5 in Tacoma and to SR 302 in Purdy. Through Gig Harbor, SR 16 is a full limited access four lane freeway with interchanges at Olympic Drive, Pioneer Way and Burnham Drive. It is classified as an urban principal arterial.

The only other state-owned facility within the planning area is SR 302 which connects SR 16 across the Key Peninsula with SR 3 to Shelton. It is a two-lane state highway with no access control.





### Local Transportation System

The downtown area of Gig Harbor and surrounding residences are served by the interchange with SR 16 at Pioneer Way. The southern portion of the city is served by the Olympic Drive NW interchange, and ~~north of the existing in the northern portion of the city limits,~~ access from SR 16 is provided by the Burnham Drive / Borgen Boulevard interchange.

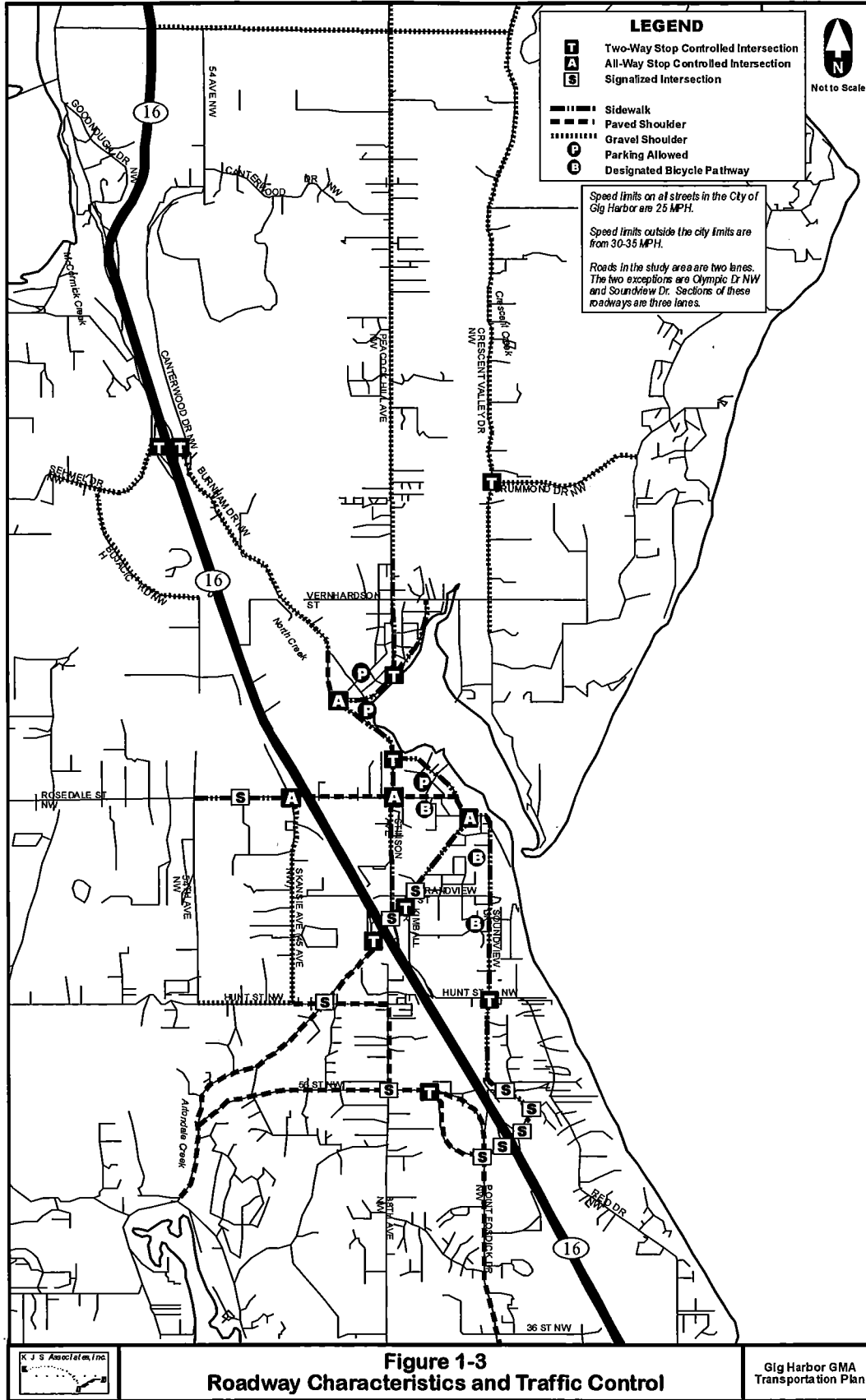
One of the key north-south arterials serving the city and local residences is Soundview Drive, which becomes Harborview Drive through downtown Gig Harbor and continues north as Burnham Drive and east as North Harborview Drive. Pioneer Way also provides access to residences and downtown Gig Harbor. Access to the ~~unincorporated areas in the northern~~ portion of the city and UGA is provided by Peacock Hill Road, Crescent Valley Drive, Burnham Drive NW, and Borgen Boulevard. Outside the city limits to the southwest, Olympic Drive NW/56<sup>th</sup> Street and Wollochet Drive NW/Fillmore Avenue provide access to residential areas in unincorporated Pierce County.

The roadway characteristics of these arterials in the study area are shown in **Figure 1-3**. The majority of roadways within the city limits are two lanes with a speed limit of 25 mph. The speed is reduced to 20 mph along North Harborview Drive in the downtown area known as the Finholm area. There are retail shops on both sides of the street in this area, and the reduced speed provides increased safety for pedestrians crossing the street between shops. In addition, Soundview Drive, Kimball Road and Harbor Hill Drive have ~~has~~ three lanes (one lane in each direction and a center, two-way, left-turn lane along portions of the roadway) and are currently posted at 25 mph. ~~Outside of the city limits, all~~ Other functionally classified roadways within the city limits and the UGA have roadways are also two lanes, with the exception of Olympic Drive NW (56<sup>th</sup> Street NE), Point Fosdick Drive, and Borgen Boulevard, which have ~~three~~ five lanes in some most sections. ~~, and Point Fosdick Drive which has five lanes from Olympic to 44<sup>th</sup> Street NW. Borgen Boulevard has portions of four lanes with two roundabouts.~~ The speed limit on these roadways varies between 30 and 35 mph.

Pedestrian and bicycle facilities are an integral part of the transportation network, and the provision for these facilities will be incorporated in the transportation improvement program. Currently, sidewalks are provided at least on one side of the roadway on most city arterials. In addition, separate bicycle lanes are provided on various roadways, including Soundview Drive and on portions of Rosedale Street, Point Fosdick Drive, and North Harborview Drive. Parking is allowed in the retail center on Harbor View Drive and North Harborview Drive. Combined use paths have been constructed along Harbor Hill Drive.

Existing intersection traffic control devices also are indicated on **Figure 1-3**. Within the city, there are signalized intersections at Pioneer Way/Grandview Street, Pioneer Way/Kimball Drive, Olympic Drive /Point Fosdick Drive, Olympic Drive/50<sup>th</sup> Street, Olympic Drive/56<sup>th</sup> Street, Point Fosdick/Uptown Avenue, Wollochet Drive/Hunt Street, Wollochet Drive/Wagner Way (to be constructed 2008), Olympic Drive/Holycroft Street, Rosedale Street/Schoolhouse Avenue, and 38<sup>th</sup> Avenue/56<sup>th</sup> Street. In addition, the SR 16 northbound and southbound ramps at Olympic Drive, and the SR 16 northbound and southbound ramps at Pioneer Way, are signalized. All

other major intersections and ~~SR 16 ramp intersections~~ are stop sign controlled, except the SR 16/Burnham Drive northbound and southbound ramps, which intersects a single lane roundabout on the southbound ramps and a two-lane roundabout on the northbound ramps and the intersections of Borgen Boulevard/51<sup>st</sup> Street, Borgen Boulevard/Harbor Hill Drive and Harbor Hill Drive/Costco Road which are controlled by two lane roundabouts and the intersection of Borgen Boulevard/Peacock Hill Road and Point Fosdick Drive/36<sup>th</sup> Avenue which are controlled by a single lane roundabout.



UPDATE FIGURE

## Traffic Volumes

A comprehensive set of street and intersection traffic counts was collected in ~~2005~~1997. P.M. peak hour Average weekday traffic volumes (PMPH) are summarized in **Figure 2-1**. P.M. peak hour traffic volumes represent the highest hourly volume of vehicles passing through an intersection during the 4-6 p.m. peak period. Since the p.m. peak period volumes usually represent the highest volumes of the average day, these volumes were used to evaluate the worst case traffic scenario that would occur as a result of the proposed development.

### Intersection Level Of Service

The acknowledged method for determining intersection capacity is described in the current edition of the Highway Capacity Manual (*Transportation Research Board [TRB], Special Report 209*). Capacity analyses are described in terms of Level of Service (LOS). LOS is a qualitative term describing the operating conditions a driver will experience while driving on a particular street or highway during a specific time interval. It ranges from LOS A (little or no delay) to LOS F (long delays, congestion).

~~The methods used to calculate the levels of service in the 1998 analysis are described in the 1994 Highway Capacity Manual (Special Report 209, Transportation Research Board). The measure of effectiveness for signalized intersections is average stopped delay, which is defined as the total time vehicles are stopped in an intersection approach during a specified time period divided by the number of vehicles departing from the approach in the same time period.~~

~~The methods used to calculate the levels of service subsequent to 2000 are described in the 2000 Highway Capacity Manual (Special Report 209, Transportation Research Board). The measure of effectiveness for signalized intersections is control delay, which is defined as the sum of the initial deceleration delay, queue move up delay, stopped delay and final acceleration delay.~~

For unsignalized intersections, level of service is based on an estimate of average stopped delay for each movement or approach group. The evaluation procedure is a sequential analysis based on prioritized use of gaps in the major traffic streams for stop controlled and yield controlled movements (i.e., left turns off of the major street); these two movement types at unsignalized intersections will be referred throughout the remainder of this report as “controlled movements”. The City of Gig Harbor has adopted a standard of In most jurisdictions in the Puget Sound region, LOS D or better is defined as acceptable at all functionally classified intersections with the following exceptions: at the Burnham/Borgen/Canterwood/SR16 roundabout LOS E is acceptable as tolerable in certain areas, and LOS F is acceptable in the “Downtown Strategy Area” as defined in this chapter. as unacceptable.

The City of Gig Harbor is required by RCW 36A.070(6)(b) “to prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of the development are made concurrent with the development.”

The City of Gig Harbor has constructed several roundabouts since adoption of the transportation element, including a six-legged roundabout at the intersection of Borgen Blvd, Burnham Drive, Canterwood Blvd and the SR-16 on and off ramps. These intersections require evaluation with specific roundabout analysis software. The City of Gig Harbor will determine appropriate LOS analysis procedures for the roundabouts consistent with the LOS policy of the plan. The City or its designee will conduct all LOS calculations for roundabouts in the City of Gig Harbor to ensure consistency in analysis. Developers will reimburse the city or its designee the cost to complete the analysis if the development is shown to impact a roundabout with any new trips.

### Traffic Accidents

Traffic accident records compiled by the Gig Harbor Police Department for the 17-24-month period from ~~January, 1999, March 2006~~ through and including ~~February 2008 May, 2000~~, were reviewed. The Police Department accident records included the date and location of each accident, and specified an accident type: “injury,” “non-injury,” “hit-and-run,” “parking lot,” or “pedestrian/cyclist.”

During the 17-24-month period analysis period there were ~~497 308~~ accidents within the City of Gig Harbor street system, of which ~~74 (14.9%)~~ occurred on private property (parking lots) and ~~20 (4%) 72 (23%)~~ were injury accidents. ~~Only two~~ ~~Five~~ accidents involved pedestrians or bicyclists. ~~though both of these accidents involved injuries.~~

The streets with the greatest accident experience were Olympic Drive, where ~~57 84~~ accidents occurred, Point Fosdick Drive, which had ~~46 69~~ accidents occurred (four per month). and Borgen Boulevard, which had 43 accidents. Pioneer Way and Hunt Street each experienced 22 accidents, and Wollochet Drive and Harborview Drive each experienced 18. No other street experienced more than 15 accidents.

### **Transit Service and Facilities (Verify this is most current information – revise as necessary for accuracy)**

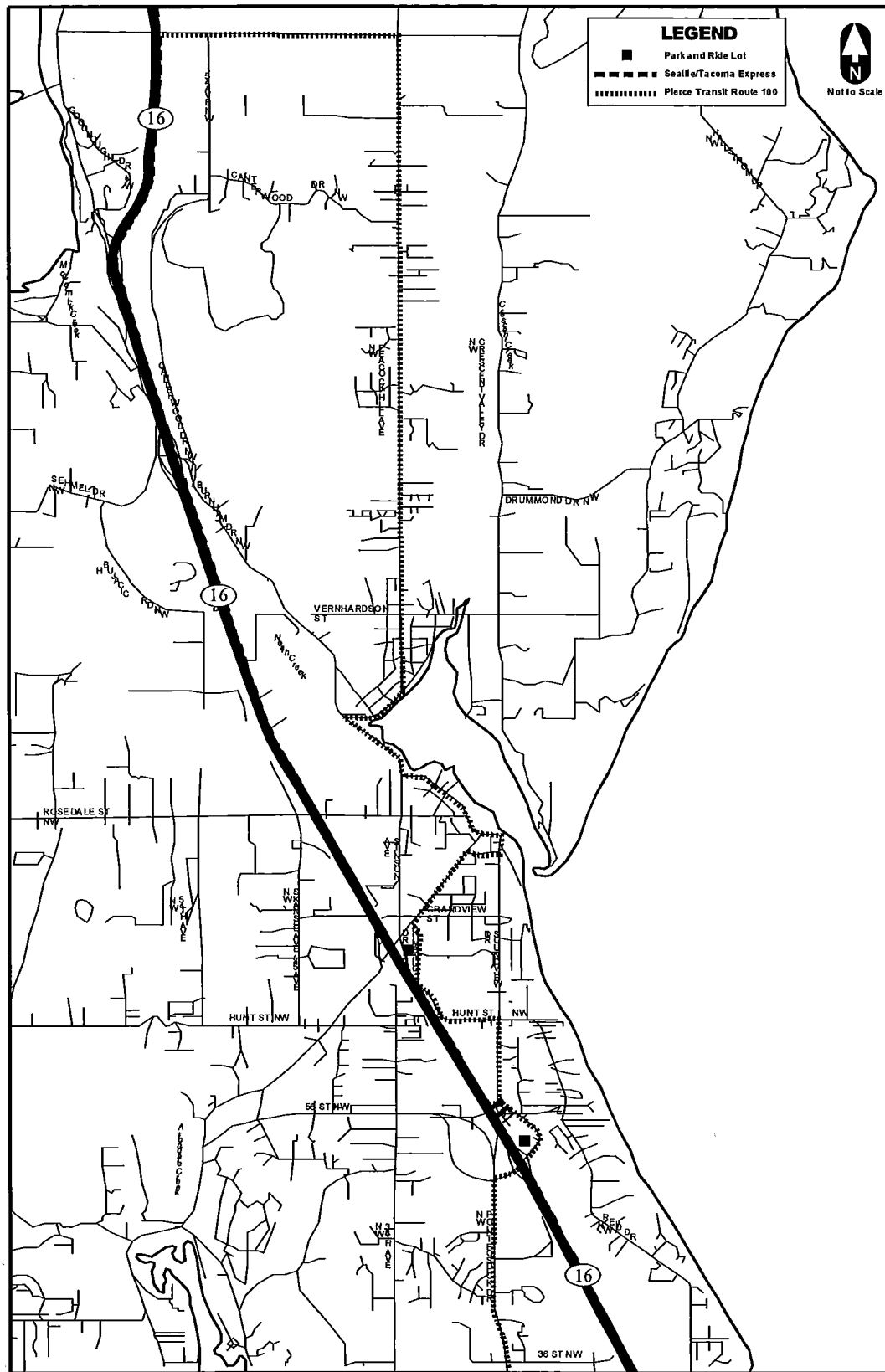
The service provider for Gig Harbor is Pierce Transit. The four transit routes that currently serve Gig Harbor are shown in **Figure 1-4**.

Route 100 extends from the Gig Harbor Park and Ride to the Tacoma Community College Transit Center. During weekdays, the route operates on half-hour headways, and on one-hour headways on the weekends. Route 102 provides express bus service from Purdy to Downtown Tacoma via the Gig Harbor Park and Ride. It operates during weekday peak hours only, with service being provided every 30 minutes.

Local bus service in Gig Harbor is provided by Routes 111 and 112. Route 111 runs from the Gig Harbor Park and Ride to the Gig Harbor Library at Point Fosdick. Hourly service from morning to evening is provided on this route seven days a week. Route 112 extends from the Purdy Park and Ride to the Gig Harbor Park and Ride via Peacock Hill Avenue. Transit service

for this route also operates on one hour headways, seven days a week. Route 113 from Key Center connects with Routes 100, 102, and 112 at the Purdy Park and Ride.

Pierce Transit continues to look at ways to improve transit service to and from the peninsula area. Possible improvements include the creation of several entirely new park and rides. The creation of new transit routes will depend heavily on increased capacity on the Tacoma Narrows Bridge.



K J S Associates, Inc.

**Figure 1-4  
Transit Service and Facilities**

Gig Harbor GMA  
Transportation Plan  
**UPDATE FIGURE**

### Planned Transportation Improvements

Based on projections by Pierce County, this area of the state, including the study area, will continue to grow. Specifically, it is expected that residential growth will occur on the Gig Harbor peninsula and job growth will occur in the area between the city and Tacoma.

Pierce County Transportation Plan (NEED TO RECONCILE WITH CURRENT PLAN – Revise as necessary for accuracy)

In order to adequately address the existing and future transportation issues, Pierce County completed the Pierce County Transportation Plan in 1992. The proposed project list was updated in 2000 and incorporated into the Gig Harbor Peninsula Community Plan. The project list has not been revised since adoption of the Community Plan in 2001. Project priorities are identified as: Premier Priority, High Priority, Medium Priority, and Low Priority. Conservatively, Pierce County believes they will be able to fund all Premier and High Priority projects and half of the Medium Priority projects. Optimistically, they hope to be able to fund all projects on county roads. Premier and High Priority projects that impact the study area are listed below.

#### **Premier Priority**

- P28. 56<sup>th</sup> Street, Wollochet Drive to Point Fosdick Drive: Widen to four lanes; provide pedestrian and drainage improvements.
- P29. Wollochet Drive, 40<sup>th</sup> Street to Gig Harbor City Limits: Widen to four lanes; improve intersections and shoulders.
- P53. Sehmel Drive NW, 70<sup>th</sup> Avenue NW to Bujacich Road NW: Improve intersections, alignment and shoulders.
- P63. 38<sup>th</sup> Avenue, 36<sup>th</sup> Street to Gig Harbor City Limits: Improve intersection and shoulders.
- P73. Jahn Ave/32<sup>nd</sup> Street/22<sup>nd</sup> Avenue, Stone Drive to 36<sup>th</sup> Street: Realign and improve shoulders

#### **High Priority**

- P30. Point Fosdick Drive, 56<sup>th</sup> Street to Stone Drive: Provide pedestrian and drainage improvements; improve intersections.
- P42. Hunt Street NW, Lombard Drive NW to Gig Harbor city limits: Improve intersections, alignment, and shoulders.
- P50. Ray Nash Drive NW, 36<sup>th</sup> Street NW to Rosedale Street NW: Improve alignment and widen shoulders.



- P64. 144<sup>th</sup> Street NW/62<sup>nd</sup> Avenue NW, intersection (Peninsula High School): Channelization and possible traffic control.
- P68. 96<sup>th</sup> Street NW, Crescent Valley Drive NW to city limits: Add paved shoulders.
- P76. Point Fosdick Drive NW/Stone Drive NW/34<sup>th</sup> Avenue NW, intersection: Channelization, traffic control, and realignment.

Pierce County Six-year Transportation Improvement Program (TIP) (NEED TO RECONCILE WITH CURRENT PLAN – Revise as necessary for accuracy)

The prioritization process for transportation projects in unincorporated Pierce County is implemented through the Six-Year Road Program and the Annual Road Program. The projects identified that impact the study area for 2004-2009 are summarized below.

- Rosedale Street, 66<sup>th</sup> Avenue NW to Lombard Drive NW. Reconstruct roadway to improve vertical alignment.
- Fillmore Drive/Gustafson/56<sup>th</sup> Street NW. Provide turn lane(s) at intersection.
- Hunt Street, 46<sup>th</sup> Avenue NW to Lombard Drive NW: Reconstruct roadway to improve horizontal/vertical alignment.
- Wollochet Drive, Fillmore Drive NW to 40<sup>th</sup> Street NW: Widen and reconstruct roadway to provide more lane(s).
- Point Fosdick Drive NW/36<sup>th</sup> Street NW: County portion of Gig Harbor intersection project.
- 36<sup>th</sup> Street NW, city limits to 22<sup>nd</sup> Avenue NW. Reconstruct to improve vertical alignment.
- Jahn Avenue NW/32<sup>nd</sup> Street NW/22<sup>nd</sup> Avenue NW, 36<sup>th</sup> Street NW to 24<sup>th</sup> Street NW. Reconstruct roadway to improve horizontal/vertical alignment.

As future funds become available, the improvement projects from the Pierce County Comprehensive Transportation Plan will be added to the most recent six-year road program.

Gig Harbor Six-year Transportation Improvement Plan (TIP)

The City is required to update its Transportation Improvement Plan (TIP) every year. The TIP is adopted by reference, and a copy of the current plan can be obtained from the City's Public Works Department.

Washington State Department of Transportation Highway Improvement Program (NEED TO RECONCILE WITH CURRENT PLAN – Revise as necessary for accuracy)

The 20-year WSDOT Highway System Plan includes several potential projects in the Gig Harbor vicinity. These include:

- Construction of a 750 stall park and ride lot in the Purdy area.
- Widening of SR 302 to four lanes with a restricted median from the Key Peninsula Highway to SR 16.
- Widening of SR 16 from four lanes to six creating HOV lanes, interchange improvements, TSM/TDM, and Intelligent Transportation System improvements from SR 302 to the Pierce/Kitsap county line.

WSDOT's funded project list includes:

- Construct core HOV lanes, new interchange, and Intelligent Transportation System improvements to SR 16 between the 36<sup>th</sup> Street interchange and the Olympic interchange.
- Overlay existing ramps at the Wollochet Drive interchange on SR 16.
- Construct core HOV lanes, interchange improvements, frontage road, and Intelligent Transportation System improvements to SR 16 at the Olympic interchange to Purdy (SR 302)

In addition, WSDOT is currently constructing a new Tacoma Narrows Bridge to provide significantly increased capacity for the congested crossing on the existing bridge. An integral element of the new bridge project is construction of a split diamond interchange with half at 24<sup>th</sup> Street and half at 36<sup>th</sup> Street. The 24<sup>th</sup> Street improvements are integral to the Tacoma Narrows Bridge project, and a portion of the improvements in P73 will be included in the bridge project.

The new Tacoma Narrows Bridge will significantly increase highway capacity and improve access between the Gig Harbor/Peninsula area and the "mainland" (Tacoma, I-5, etc.). These capacity and access improvements will have a significant effect on long-term growth and development in and around Gig Harbor, and will affect Gig Harbor area travel patterns, traffic volumes, and transportation improvement needs.

This Gig Harbor Transportation Element, which is based on and developed for the current growth forecasts, does not account for the transportation system needs and impacts associated with a new Tacoma Narrows Bridge.

The WSDOT has funded a study of SR 302 to develop and analyze new alignments for SR 302 from the Kitsap Peninsula to SR 16. The final alignment of SR 302 will affect access and circulation to Gig Harbor.

**Concurrency Ordinance**

The City of Gig Harbor requires either the construction of or financial commitment for the construction of necessary transportation improvements from the private or public sector within six years of the impacts of a development. Methods for the City to monitor these commitments include:

- The City keeps a concurrency Traffic Model which tracks cumulatively the proposed development within the City. Utilizing the model, the City evaluates the available capacity and corresponding LOS at intersections throughout the City to determine if transportation concurrency is available for the proposed development. .-Annual monitoring of key transportation facilities within updates to the Six Year Transportation Improvement Program (TIP);
- Monitoring intersections for compliance with the City’s LOS Standard. The City of Gig Harbor LOS for intersections is LOS D; except for specified intersections in the Downtown Strategy Area and North Gig Harbor Study Area.

- The specific intersections and the current LOS for each in the Downtown Strategy Area are:

• Harborview Drive/North Harborview Drive	LOS F
• Harborview Drive/Pioneer Way	LOS <del>F</del> <u>D</u>
• Harborview Drive/Stinson Avenue	LOS F
• Harborview Drive/Rosedale	LOS <del>D</del> <u>B</u>
• North Harborview Drive/Peacock Hill	LOS <del>C</del> <u>B</u>
• Harborview/Soundview	LOS B

The above intersections may be allowed to operate at a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

- The specific intersections and the LOS for each in the North Gig Harbor Area are:
  - Burnham Drive/Borgen Drive/Canterwood Blvd/SR16 Ramps      LOS E

The above intersection shall operate at LOS E or better (80 seconds of delay)

- Identifying facility deficiencies;
- Reviewing comprehensive transportation plan and other related studies for necessary improvements;
- Making appropriate revisions to the Six-Year TIP; and

- Complying with HB 1487 and WSDOT for coordinated planning for transportation facilities and services of statewide significance.

## SECTION 2. TRAFFIC FORECASTING AND ANALYSIS

Traffic forecasting is a means of estimating future traffic volumes based on the expected growth in population and employment within an area. For the Gig Harbor area, traffic forecasts were prepared using current existing traffic counts (2005), known pipeline development a travel demand forecasting computer model prepared for the Pierce County Transportation Plan, and estimates of population and employment developed based on Pierce County's Buildable Lands Data (2007) and considered available data from the EMME2 traffic model utilized by PSRC. This data was then utilized to develop Future Conditions (six year horizon) and Long Range (20 year horizon) modeling scenarios. The data compiled is documented in the following technical memos prepared by the City's consultant in early 2008.

- Gig Harbor Land Use Forecast for Travel Demand Modeling, dated January 14, 2008
- Analysis of Gig Harbor Six-Year Transportation Improvements and Preliminary Recommendations, dated February 15, 2008.
- Gig Harbor Long Range Forecast and Transportation Improvements Recommendations, future date (scheduled for June 2008)

These documents are available from the Public Works Department and herein incorporated by reference. for the City's Comprehensive Land Use Plan. As specified by the Growth Management Act (GMA), a 20 year horizon was used in the process to produce traffic forecasts for 2018.

This is essentially the same process as was followed in the 1994 Comprehensive Plan Transportation Element. **Table 2-1** below summarizes the population and employment growth assumptions that were used for the traffic forecasts.

**Table 2-1. Growth Assumptions, 1998 – 2018**

Year	Population	Employment
1998	6,900	5,230
2006	14,560	7,700
2018	21,370	7,259

### Methodology

The growth in population and employment in an area provides a basis for estimating the growth in travel. Population growth generally results in more trips produced by residents of homes in the area, and employment growth generally results in more trips attracted to offices, retail shops, schools, and other employment or activity centers. To estimate future traffic volumes resulting from growth, computerized travel demand models are commonly used. In areas where travel corridors are limited, growth factors applied to existing traffic counts can be also an effective approach to traffic forecasting.

A combined approach was used for the City of Gig Harbor. The Pierce County Buildable Lands Analysis (2007) and staff market knowledge was utilized to develop six year and twenty year land use forecasts. This was applied cumulatively to development that has been approved since the traffic data was collected and each parcel within the City of Gig Harbor and UGA was considered and included. ~~Transportation Plan computer model developed by KJS provided information on area wide growth and was used as a tool in assigning traffic to various roads and intersections. For growth data, the 1998 Draft Gig Harbor Comprehensive Plan Update (prepared by the Beckwith Consulting Group) was used. Traffic counts taken in 1996 and 1997 provided data on existing travel patterns.~~

#### Primary Sources of Information

The primary sources of information used to forecast travel demand in Gig Harbor and the surrounding Urban Growth Area (UGA) were the Pierce County Buildable Lands Analysis (2007) ~~Transportation Model~~, staff market knowledge, the Gig Harbor Comprehensive Plan Update, and the Gig Harbor Travel Demand Concurrency Model.

The City's existing Concurrency Model was utilized as a starting point as it incorporates existing conditions (2005) and approved pipeline developments. The Buildable Lands Analysis (2007) and staff market knowledge was used to go through the UGA on a parcel level, and determine what the six and twenty year build out of an area would look like and when it would be likely to occur. This land use information was added to the Concurrency Model to build a six-year and a twenty-year forecast scenario. These forecasts were then used to generate the number and distribution of vehicle-trips that would use the transportation network for each scenario (six year and twenty year). The traffic models were built using VISUM modeling software.

Intersection Levels of Service (LOS) are summarized for each scenario, below:

[INSERT LOS SUMMARY TABLE HERE]

### Pierce County Transportation Model

KJS Associates developed a 2010 travel demand model for Pierce County as a part of the county's GMA Transportation Planning program (the model has since been updated by Pierce County). The Pierce County transportation model is based on the Puget Sound Regional Council's (PSRC) regional model covering King, Pierce, Snohomish and Kitsap Counties. The model utilizes the standard transportation planning methodology: Trip Generation, Trip Distribution, Modal Choice and Trip Assignment.

For the Pierce County model, a system of traffic analysis zones (TAZs) was developed based on the same boundaries used by the PSRC in the regional model. This enabled KJSA to use the zonal demographic and street network data which PSRC provides, for the regional system, and to refine that information to provide more detail within Pierce County. The model was calibrated to 1990 conditions; 1990 traffic counts were used to calibrate the model's traffic flow patterns, and 1990 demographic/land use data provided the basis for the trip generation, trip distribution, mode choice, and traffic assignment assumptions. All forecasts from the model were based on 2000 and 2010 demographic/land use forecasts from PSRC.

Since the PSRC 20-year demographic forecasts appear to be consistent with the GMA forecasts for the City and IUGA, the PSRC 2010 database was used in the revised Pierce County model as the basis for travel demand forecasts.

### Gig Harbor Comprehensive Plan Update

As a part of the Comprehensive Plan Update, the City used the existing and proposed comprehensive land use plans to estimate the residential and employment capacities of various areas of the Gig Harbor Interim Urban Growth Area (IUGA). In doing so, the IUGA was divided into 71 "units", or zones, for analysis purposes.

The existing land uses and an inventory of the number of platted lots within each zone were used to estimate the existing population of each zone. The size of commercial and employment/business areas on the Land Use plan was used to estimate the employment capacities within each zone.

### Gig Harbor Travel Demand Model

The 71 land use zones from the Comprehensive Plan were used to create a more detailed traffic analysis zone structure within the Pierce County model. The 1998 population estimates and employment capacities for each of the 71 zones in the Comprehensive Plan Update were used to initially allocate the 1990 population and employment data from PSRC to each TAZ within the IUGA. The 1990 data were used since this is the most recent census which provides complete information for the area outside of the Gig Harbor IUGA. The 1990 data were then factored to 1998 estimates using the Comprehensive Plan information and 1998 traffic counts.

The growth in population and employment within each zone was converted into travel demand by the model. Since the base year was calibrated using 1998 traffic volumes, the 20-year growth

in travel demand produced by the model resulted in 2018 travel demand estimates. This is consistent with the requirement of GMA.

Employment growth, unlike population growth, was assumed to occur around existing areas of high employment. Like the allocation of population, employment was allocated to each zone based on the capacities of the zone as calculated by Beekwith in the Comprehensive Plan Update. To insure that the travel demand calculated by the model resulted in accurate estimates of traffic volumes on the road network, 1998 traffic counts on selected roads were used to calibrate the model. However, the model results are at best only a rough estimate of future traffic volumes. They provided a guide to general traffic trends and flow patterns, rather than exact traffic volumes on specific roadway links.

All trips were assigned to the City and County arterial system based on existing trip distribution and traffic assignment patterns. In addition to the population and employment forecast assumptions, specific assumptions were required to determine growth in external traffic volumes. For the Pierce County Peninsula Focus Area, the external connections in the south are the SR 16 highway crossing at the Tacoma Narrows Bridge and north to Kitsap County.

#### North Gig Harbor (NGH) Subarea Traffic Model 2005

A subarea traffic model was developed for the North Gig Harbor Traffic Mitigation Study (2005). The model was developed to analyze three Comprehensive Plan Amendments in 2005/6. Proposed and pipeline projects in the NGH subarea and a buildout analysis were included in the traffic model to identify transportation impacts and required mitigation.

#### Traffic Analysis (1998)

Existing (1998) daily traffic volumes on key roadway segments or links, and intersection levels of service are shown in Figure 2-1. The existing 1998 p.m. peak hour intersection levels of service are compiled in Table 2-2. As shown in Table 2-3 below, there are significant delays at three stop-sign controlled intersections in 1998.



Table 2:2: 1998 Intersection Levels of Service

<b>SIGNALIZED INTERSECTIONS</b>	<b>1998 LOS</b>
38 <sup>th</sup> Ave E/56th NW	C (D <sup>**</sup> )
Olympic Dr/SR 16 NB ramps	C (D <sup>**</sup> )
Olympic Dr/SR 16 SB ramps	C (C <sup>**</sup> )
Pioneer Wy/Grandview St	A
Pioneer Wy/SR 16 NB ramps	D (E <sup>**</sup> )
Point Fosdick Dr/Olympic Dr	D (D <sup>**</sup> )
Rosedale/Schoolhouse	A
Wollochet Dr/Hunt St	B (C <sup>**</sup> )
<b>UNSIGNALIZED INTERSECTIONS</b>	<b>1998 LOS</b>
36th Ave/Pt Fosdick Dr	C
Crescent Valley Dr/Drummond Dr	B
Harborview Dr/North Harborview Dr	F
Harborview Dr/Pioneer Way	F
Harborview Dr/Stinson Ave	F
Hunt/Skansie	C
Olympic/Hollycroft	C
Peacock Hill Ave/North Harborview Dr	A
Rosedale St/Skansie Ave	B
Rosedale St/Stinson Ave	C
Soundview Dr/Hunt St	B
SR 16 NB ramps/2 lane roundabout	A* (A <sup>**</sup> )
SR 16 SB ramps/Single lane roundabout	B* (B <sup>**</sup> )
SR 16 SB ramps/Wollochet Dr	F (F <sup>**</sup> )
Borgen Blvd/51 <sup>st</sup> roundabout	A* (A <sup>**</sup> )

\* 2004 existing condition

(A<sup>\*\*</sup>) 2005 existing condition DEA 2005, City of Gig Harbor 2005 Note: Refer to North Gig Harbor Traffic Mitigation Study for additional 2005 intersection operations in the NGH Study area.



**Traffic Analysis – 2018**

Once the model was calibrated to existing conditions, growth rates were applied to estimate traffic volumes for 2018. **Figure 2-2** shows roadway link volumes for 2018. **Figure 2-3** shows the intersection level of service for 2018, which is also summarized in **Table 2-3** below.

**Table 2-3: PM Peak Hour Intersection Levels of Service**

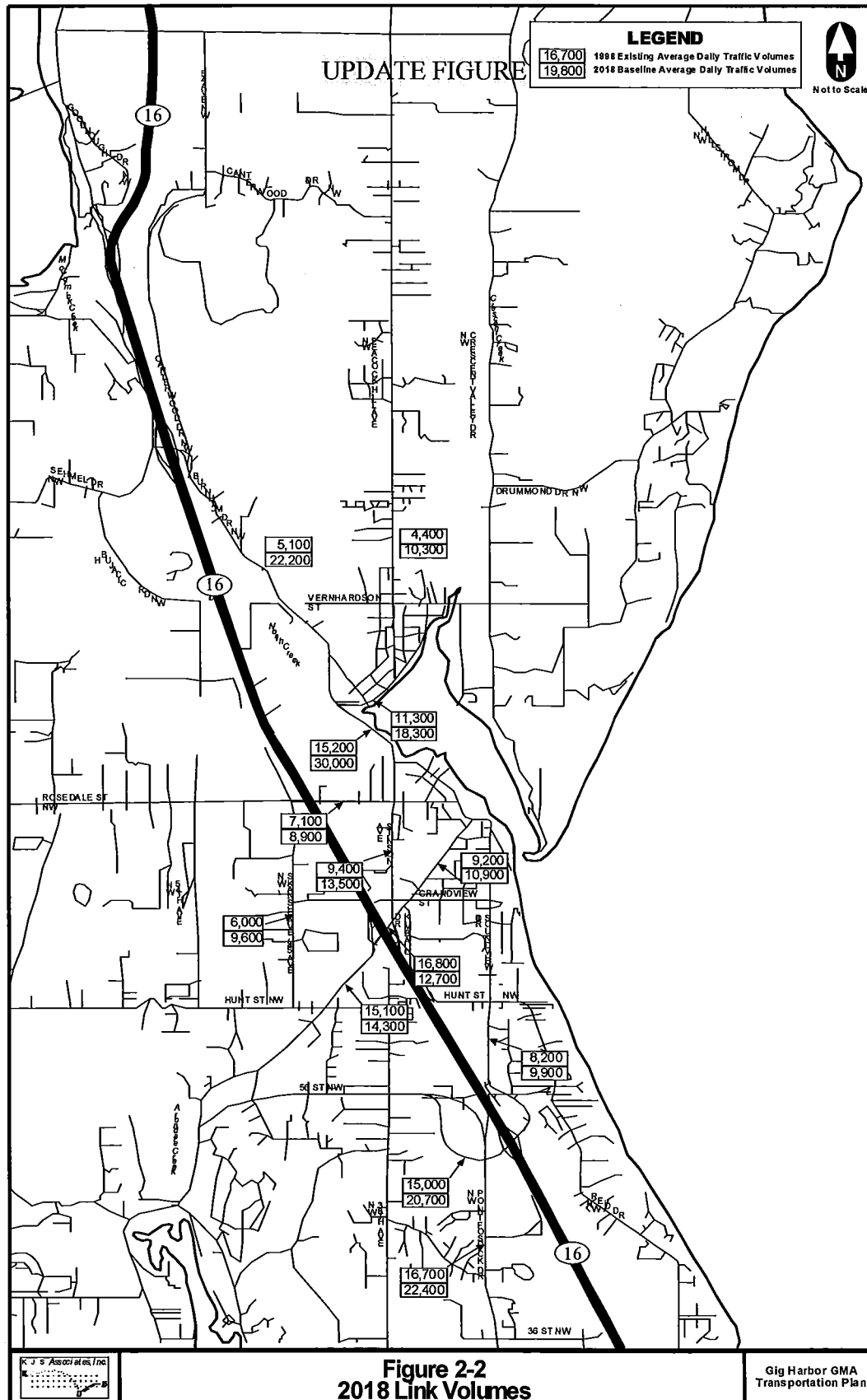
<b>SIGNALIZED INTERSECTIONS</b>	<b>2018 LOS</b>
38 <sup>th</sup> Ave E/56 <sup>th</sup> NW	F
Olympic Dr/SR 16 NB ramps	C
Olympic Dr/SR 16 SB ramps	C
Olympic/Hollycroft	C
Pioneer Wy/Grandview St	B
Pioneer Wy/SR 16 NB ramps	D
Point Fosdick Dr/Olympic Dr	D
Rosedale/Schoolhouse	A
Wollochet Dr/Hunt St	F
<b>UNSIGNALIZED INTERSECTIONS</b>	<b>2018 LOS</b>
36 <sup>th</sup> Ave/ Point Fosdick Dr	F
Crescent Valley Dr/Drummond Dr	F
Harborview Dr/North Harborview Dr	F*
Harborview Dr/Pioneer Wy	F*
Harborview Dr/Stinson Ave	F*
Hunt/Skansie	F
Peacock Hill Ave/North Harborview Dr	B
Rosedale St/Skansie Ave	C
Rosedale St/Stinson Ave	F
Soundview Dr/Hunt St	F
SR 16 NB ramps/2 lane roundabout	D** / F***
SR 16 SB ramps/Single lane roundabout	F** / F***
SR 16 SB ramps/Wollochet Dr	F
Stinson Ave/Grandview St	F
Borgen Blvd/51 <sup>st</sup> roundabout	A** E***

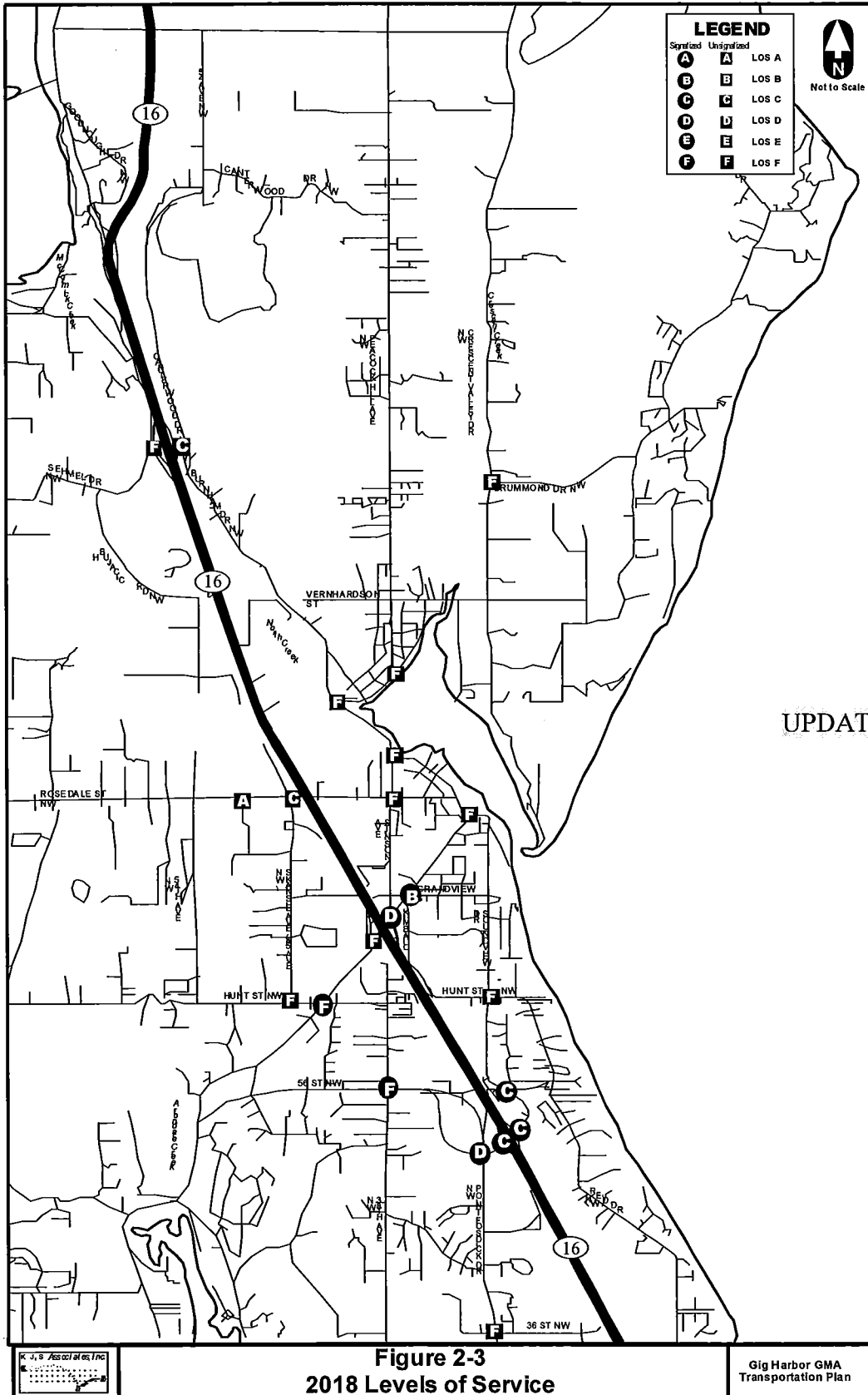
\* Located within the downtown strategy area. Intersection impacts will be investigated on a case by case basis with implementation of various transportation strategies.

\*\* 2013 Level of Service Summary

\*\*\* 2005 plus unmitigated pipeline conditions DEA 2005

Note: Refer to North Gig Harbor Traffic Mitigation Study for additional updated future intersection operations in the NGH Study area.





UPDATE FIGURE

### **North Gig Harbor Traffic Analysis 2005**

The North Gig Harbor Traffic Mitigation Study 2005 included an analysis of traffic operations in the NGH area and was completed to identify transportation mitigation requirements for three Comprehensive Plan Amendments. The Study identified near term transportation impacts of pipeline development, near term development proposals and buildout of the subarea. Potential long term mitigation measures for the NGH study area were identified. ~~The future traffic volumes and intersection LOS shown for the NGH subarea are superseded by those in the NGH Traffic Mitigation Study.~~ The technical analysis of the study is incorporated herein by reference.

**THIS WILL BE LEFT IN PLACE as a reference BUT WILL BE SUPERCEDED BY THE NEW TRAFFIC MODEL AND ANALYSIS**

### SECTION 3. ALTERNATIVES ANALYSIS

**Revise in accordance with forthcoming info developed from the 20 year Traffic Model – anticipated early June 2008.**

This section discusses the major transportation system improvements necessary to address identified deficiencies in the 2018 analysis year.

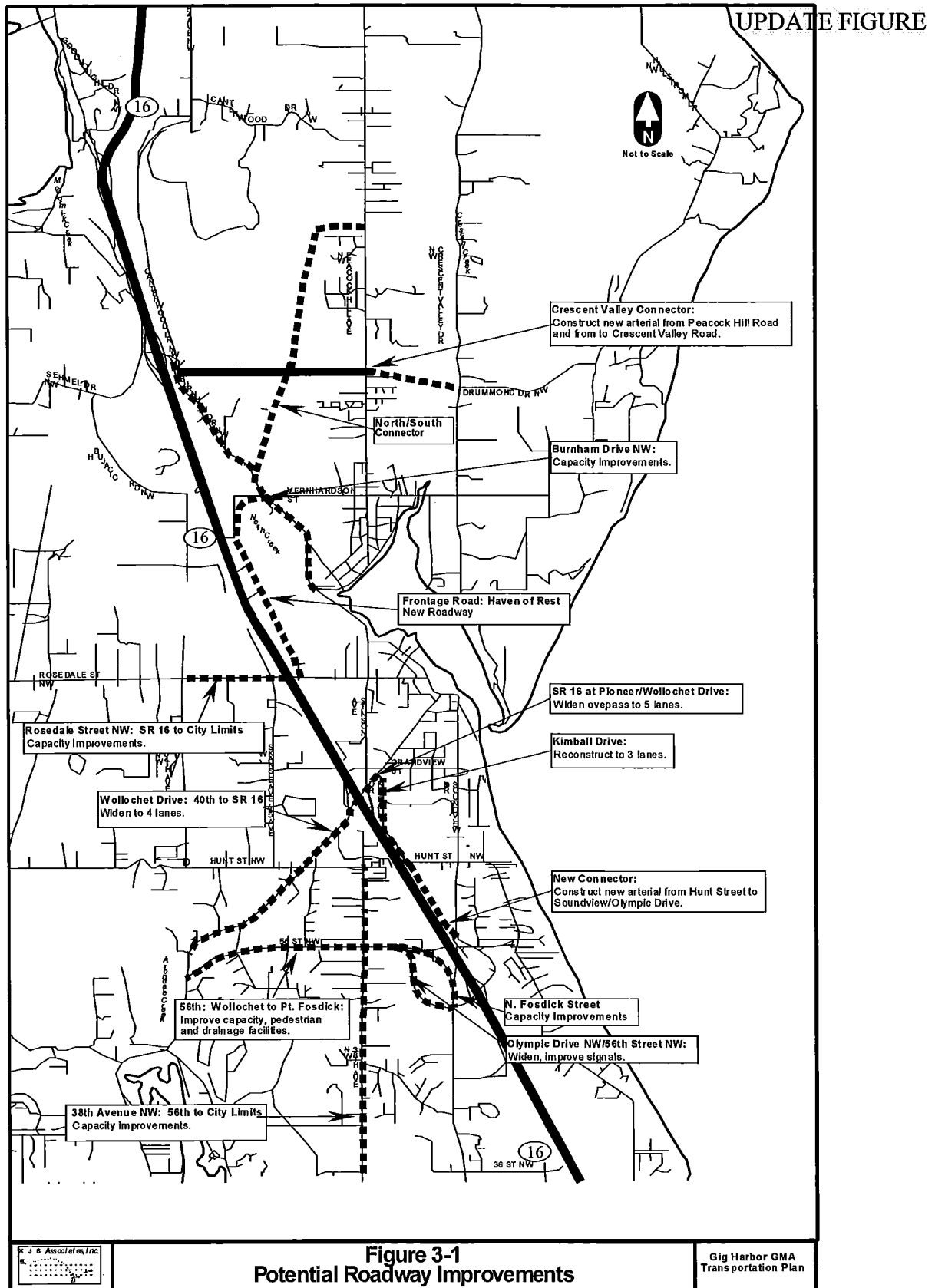
The potential improvements are organized in three categories: 1) roadway improvements, 2) intersection improvements, and 3) other improvements and transportation strategies.

#### **Roadways**

Figure 3-1 shows the potential roadway improvements, which include roadway widening, new arterial links, structures, and freeway and ramp improvements. Projects include a new north-south connector from Burnham Drive to Borgen Blvd. for circulation and access in the Gig Harbor north area, and a new east-west. Other improvements call for widening of several arterials, including Olympic Drive NW, Wollochet Drive, and Rosedale Street NW. Several other projects were dependent upon approval and construction of the new Tacoma Narrows Bridge, which is under construction.

#### **North Gig Harbor Roadways 2005**

The North Gig Harbor Traffic Mitigation Study 2005 identified a long-range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered if needed in future Transportation Improvement Plans (TIP's), consistent with this element to ensure concurrency is maintained. Funding for the roadway plan has not yet been determined, and therefore development approvals may be delayed until funding is secured pursuant to GMA requirements.





## **Intersections**

By 2018, the most significant level of service problems would occur at intersections whose movements are controlled by stop signs rather than traffic signals. Stop signs are efficient under relatively low volume conditions, or where clear preference for through traffic movement is desired.

Most of the high-volume stop sign controlled intersections in Gig Harbor will deteriorate to LOS F for the worst movement by 2018. Typically, installation of traffic signals will resolve such conditions. However, in the downtown strategy area, where capacity improvements such as widening or signalization would severely impact the character of quality of the area, the City shall make every effort to implement and require developers to implement “transportation improvements and strategies” other than traditional roadway or intersection capacity expansion improvements, and to instead consider such methods as increased public transportation service, ride sharing programs, site access control, demand management, and other transportation systems management strategies.

Tables 3-1 and 3-2 summarize the options examined at each signalized and unsignalized intersection, and the recommended improvement is noted for each intersection. Additional discussion is contained in Section 6 under recommendations.

**Table 3-1: Evaluation of Improvements at Signalized Intersections**

<b>SIGNALIZED INTERSECTIONS</b>	<b>2018 LOS</b>	<b>Discussion</b>	<b>Recommendations</b>
Wollochet Drive/Hunt Street	B	No improvement needed	
Pioneer Way/SR 16 NB ramps	LOS F (high volumes on fwy overxing)	Widening overcrossing per WSDOT plans and constructing east/west road will improve LOS	Implement WSDOT plans for this interchange
Pioneer Way/Grandview Street	B	No Improvement needed.	

**Table 3-2: Evaluation of Improvements at Unsignalized Intersections**

UNSIGNALIZED INTERSECTIONS	2018 LOS	Discussion	Recommendation
Harborview Dr/North Harborview	F*	The pedestrian character of the area, coupled with relatively low speeds in downtown, makes signalization for the purposes of improving vehicle flow of this intersection not advisable.	Improve pedestrian crossings, ensure adequate sight distances and maintain stop-sign control unless pedestrian safety and mobility can be enhanced with signalization.
Harborview Drive/Stinson	F*	Same as above.	Save as above.
Rosedale/Skansie (46th)	F	Industrial area traffic along Skansie and growth west of SR 16 will create volumes too high for stop-sign control to handle.	Monitor and install traffic signal when warranted.
Harborview Drive/Pioneer Way	F*	The pedestrian character of the area, coupled with relatively low speeds in downtown, makes signalization for the purposes of improving vehicle flow of this intersection not advisable.	Improve pedestrian crossings, ensure adequate sight distances and maintain stop-sign control unless pedestrian safety and mobility can be enhanced with signalization..
SR 16 SB ramps/Wollochet	F	These ramps would be signalized with WSDOT planned improvement.	Implement intersection improvement per WSDOT plans.
Soundview/Hunt Street	D	Kimball connector will improve conditions at this intersection	Monitor and install stop sign all way control when warranted
SR 16 SB ramps/Single lane roundabout	F	Current and future high traffic volumes will require capacity improvements at the existing WSDOT roundabout.	Monitor and coordinate with WSDOT on future improvements.
Stinson/ Grandview	C	No deficiency	none
Stinson/ Rosedale	F	East/west road will reduce volumes sufficiently to level accommodated by stop-sign control	Maintain stop-sign control at this location.
Peacock Hill/North Harborview	E	East/west road will reduce volumes sufficiently to level accommodated by stop-sign control	Maintain stop-sign control at this intersection.
Hunt/Skansie	F	High volumes and increased left turns from Skansie require signal control and turn lanes	Monitor and signalize when required.

\* Located within the downtown strategy area. Intersection impacts will be investigated on a case by case basis with implementation of various transportation strategies.

### **North Gig Harbor Intersections 2005**

The North Gig Harbor Traffic Mitigation Study 2005 identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG

Study area, including three proposed Comprehensive Plan Amendments. The existing six-legged intersection at Burnham Drive/Borgen Blvd./Canterwood and the SR 16 on and off-ramps can not support the development allowed under current zoning. The study identified a single point urban interchange as a possible solution to the capacity issue. The interchange is not currently on WSDOT's plan for the SR 16 corridor. The City must determine to what extent it can rely on this project when making concurrency determinations. Concurrency approvals may be limited until a specific SR 16/Burnham Drive interchange capacity improvement project is included in the Regional STIP and WSDOT's system plan.

### **Other Improvements and Strategies**

Over the next two decades, the City of Gig Harbor will experience a 40 percent increase in population and a 70 percent increase in employment within the City and its surrounding Urban Growth Area (UGA). This growth will also result in an increase in traffic volumes to, from, through and within the city. Transportation strategies must be implemented to accommodate this growth, including:

- Transportation Demand Management strategies such as: Commute Trip Reduction, High Occupancy Vehicles (HOV such as van pools, car pools, etc.), telecommuting and flexible work hours.
- Transportation System Management strategies such as integrated policies and planning, Intelligent Vehicle Highway Systems (IVHS), signal coordination, etc.
- Modal shift from private vehicles to transit and carpooling.
- Enhancements of non-motorized travel to encourage alternate modes of transportation such as walking, cycling and elimination of trips altogether through commute trip reduction.
- Upgrading of existing motorized facilities.
- Construction of new motorized facilities.

The above strategies will require close coordination of efforts with the Washington State Department of Transportation, Pierce Transit, Pierce County and Kitsap County. The development of TSM and TDM policies and procedures should be consistent with other surrounding jurisdictions programs and will require public involvement.

Transportation Demand Management goals should be integrated with the development review process and should be a part of any traffic impact assessment and mitigation program. The City Council, Planning Commission and the residents of Gig Harbor value a balance between motorized and non-motorized alternatives to help solve transportation issues in Gig Harbor.

Specific Projects for Transportation Demand Management include:

- Comply with state commute trip reduction program for major employers.
- Develop a comprehensive transit information program with Pierce Transit.
- Work with Pierce Transit to develop a vanpooling and ridematch service.
- Work with the WSDOT to implement the High Occupancy Vehicle lanes on SR 16 and on and off ramps where applicable.
- Work with the WSDOT to integrate the SR 16 queue by-pass on ramps with City streets.
- Develop a comprehensive parking management strategy to integrate parking availability and pricing with any transportation demand management strategy.
- Work with WSDOT and local transit agencies to provide a Park and Ride lot in the vicinity of the SR 16 Burnham Drive interchange.

Specific projects for Transportation Systems Management would include:

- Work with the WSDOT to coordinate the SR 16 HOV project, local-state signal coordination, driver information and Intelligent Vehicle Highway Systems with the local street network.
- Develop a signal re-timing and coordination project to reduce delay and congestion at the City's signalized intersections.

The recommendations for transportation improvements for the City of Gig Harbor address these concerns. The motorized improvements focus on intersections and roadways, while the recommendations for non-motorized travel consist primarily of ways to expand the bicycle facilities, complete the sidewalk network and evaluate other options. Recommendations for transit are mainly directed to Pierce Transit, which serves the City of Gig Harbor.

#### **SECTION 4. RECOMMENDED TRANSPORTATION PLAN**

**This Section to be updated once information currently under development is completed – early June 2008**

The Growth Management Act requires an assessment of how well a recommended transportation plan meets the requirements of the Act and how well the level of service goals are met. The recommended improvements are summarized in **Table 4-1**.

**Table 4-1 Recommended Transportation Plan**

<i>Roadway Facility</i>	<i>Limits</i>	<i>Description</i>	<i>Lead Agency</i>	<i>Trigger Year</i>
56th Street–Point Fosdick Drive	Olympic – Olympic	Reconstruct to 3 lanes	Gig Harbor	2009
Skansie Avenue pedestrian improvements	Alternative High School - Rosedale	Minor widening, sidewalk; drainage	Gig Harbor	2004
Grandview Street Ph 2	Stinson – Pioneer	Reconstruct to 2 lanes; bike; pedestrian	Gig Harbor	2007
Grandview Street Ph 3	McDonald - Soundview	Reconstruct; bike; pedestrian	Gig Harbor	2008
45 <sup>th</sup> Avenue	Point Fosdick – 30 <sup>th</sup>	Sidewalk on one side	Gig Harbor	2006
38th Avenue Ph 1	56th St – city limits	Reconstruct to 2/3 lanes; bike; pedestrian	Gig Harbor	2010
Olympic Drive–56th Street	38th – Point Fosdick	Widen to 5 lanes; bike lanes; pedestrian, drainage	Gig Harbor	2007
Prentice Street	Burnham – Fennimore	Pedestrian, drainage	Gig Harbor	2008
Briarwood Lane	38th Ave – Pt Fosdick	Pedestrian, drainage	Gig Harbor	2006
Burnham Drive Ph 1	Franklin – Harborview	Reconstruct/widen; pedestrian; drainage	Gig Harbor	2007
38th Avenue Ph 2	56 <sup>th</sup> - Hunt	Reconstruct to 2/3 lanes; bike; pedestrian	Gig Harbor	2008
Vernhardsen Street	Peacock Hill – city limit	Pavement restoration; pedestrian; drainage	Gig Harbor	2007
Rosedale Street Ph 2	SR 16 – city limit	Widen to 2 thru lanes; bike	Gig Harbor	2006
Franklin Avenue Ph 2	Burnham–Peacock Hill	Pedestrian, drainage	Gig Harbor	2008
Point Fosdick pedestrian improvements	Harbor County – 36 <sup>th</sup>	Sidewalk on east side	Gig Harbor	2010
Harborview Drive	N Harborview - Burnham	Reconstruct roadway; bike; pedestrian	Gig Harbor	2009
Rosedale Street Ph 3	SR 16 – Shirley	Widen to 2 thru lanes; bike; pedestrian; drainage	Gig Harbor	2009
North-South Connector (Swede Hill Road)	Borgen – Burnham	Corridor preservation	Gig Harbor	2007
Burnham Drive Ph 2	Franklin – North/South Connector	Widen roadway; pedestrian; drainage	Gig Harbor	2010
50 <sup>th</sup> Court	Olympic – 38 <sup>th</sup>	Construct 2 lane roadway; pedestrian	Gig Harbor	2008
Crescent Valley Connector	Peacock – Crescent Valley	New roadway	Pierce County	2008
38 <sup>th</sup> Avenue /Hunt Street Ph 1	Skansie – 56 <sup>th</sup>	Design 2/3 lane section w/ median; bike	Gig Harbor	2008
Burnham Drive Ph 3	North/South Connector - Borgen		Gig Harbor	2010
Hunt St Ped Xing of SR 16	38 <sup>th</sup> – Kimball	Construct Ped undercrossing	Gig Harbor	2006
Wollochet Drive	Hunt St – SR 16	Widen roadway; pedestrian	Pierce County	2011
<i>Intersection</i>	<i>Limits</i>	<i>Description</i>	<i>Lead Agency</i>	<i>Trigger Year</i>
36th/Point Fosdick	intersection	Improve intersection	Gig Harbor	2004
Hunt/Skansie	intersection	Install signal	Gig Harbor	2010
<i>Other Improvements</i>				
Downtown parking lot	Central business district	Off-street parking	Gig Harbor	2010

Figure 4-1 shows the estimated 2018 daily traffic volumes on selected links with the improvements listed in the recommend transportation plan.

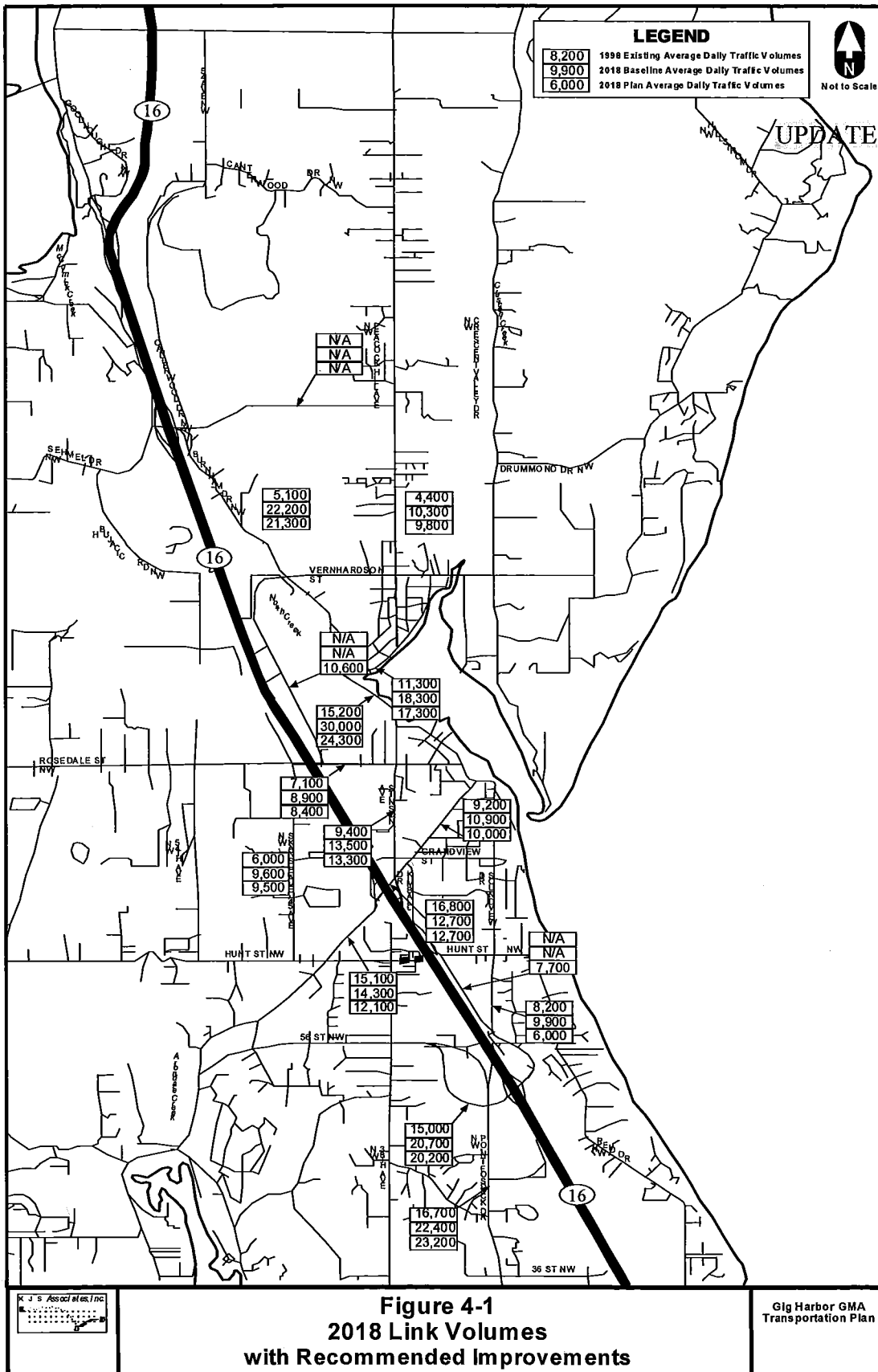
### **Roadway Improvements**

Due to the proposed Tacoma Narrows bridge project which is currently under construction, many transportation improvements may be required to either be modified or constructed. The City has included many of these projected improvements in an effort to identify costs and other constraints related to these major projects. All of the identified improvements have a major impact to the City and the underlying transportation infrastructure.

- 1) At the time of the traffic modeling was conducted, the City excluded those major projects related to the bridge and only included the projects directly related to the City's existing and projected growth and infrastructure needs.

### **North Gig Harbor Roadway Improvements 2005**

The North Gig Harbor Traffic Study identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered as needed in future Transportation Improvement Plans (TIP's), consistent with this element to ensure concurrency is maintained. The projects are not currently funded, but are demonstrated to provide a consistent transportation plan for the land use in the NGH area these projects may be considered, if funding or a strategy for funding those projects is in place per GMA requirements.



**Intersection Improvements**

The 2018 levels of service at key intersections with the improvements in the Recommended Plan are shown in **Table 4-2**.

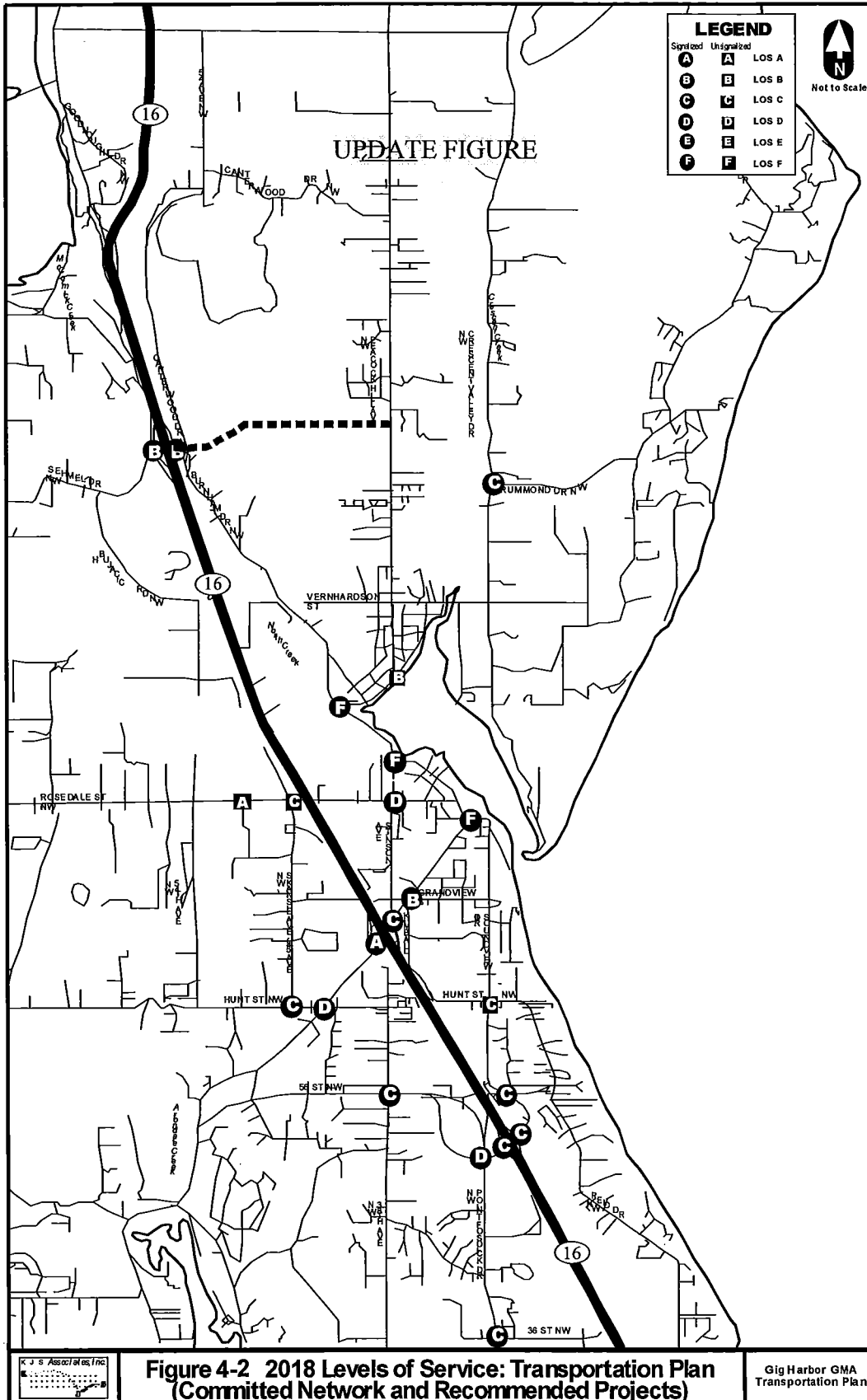
**Table 4-2: 2018 Plan Intersection Levels of Service**

<b>INTERSECTION</b>	<b>No Improvements</b>	<b>With Recommended Improvements</b>
36th St/Point Fosdick Dr <sup>(1)</sup>	F	C
Crescent Valley Dr/Drummond Dr	F	C
Harborview Dr/North Harborview Dr <sup>(2)</sup>	F*	F*
Harborview Dr/Pioneer Wy <sup>(2)</sup>	F*	F*
Harborview Dr/Stinson Ave <sup>(2)</sup>	F*	F*
Hunt/Skansie	F	C
North Harborview Dr/Peacock Hill Ave	F	B
Olympic Dr/Hollycroft	C	C
Olympic Dr/SR 16 NB ramps	C	C
Olympic Dr/SR 16 SB ramps	C	C
Pioneer Wy/Grandview St	B	B
Pioneer Wy/SR 16 NB ramps	D	C
Point Fosdick Rd/Olympic Dr	D	D
Rosedale St/Skansie Ave <sup>(1)</sup>	C	C
Rosedale St/Stinson Ave	F	D
Soundview Dr/Hunt St	F	C
SR 16 SB ramps/Burnham Drive <sup>(1)</sup>	F	#E
SR 16 SB ramps/Wollochet Dr <sup>(1)</sup>	F	A
Wollochet Dr/Hunt St	F	D

\* recognized as acceptable in the downtown strategy area.  
<sup>(1)</sup> Improvement includes signalization.  
<sup>(2)</sup> Downtown strategy Area – signalization not recommended.  
 # with SPU

**Figure 4-2** shows the 2018 Plan intersection levels of service. The levels of service are based on traffic volumes generated by growth in the area and implementation of the improvements listed in the Recommended Plan. The capacity analysis shows that most of the City’s intersections will be able to meet the LOS D goal. The goal has been met, for the most part, by upgrading unsignalized intersections to signalized operation – or by making other improvements to increase capacity.





## Other Improvements and Strategies

### Transit

Gig Harbor participates with the local transit agency, Pierce Transit in a variety of projects. This cooperation has been in the planning and capital improvement projects. Pierce Transit has a System Plan to the year 2020. Long term improvement plans for the Peninsula area include:

- Construct the North Gig Harbor Transit Center near the SR 16 Burnham Drive interchange and add bus routes to serve it.
- Establish more direct regional transit services to major destinations in the Tacoma, Bremerton, Olympia and Seattle areas.
- Increased paratransit services.
- Increase ridesharing (carpool and vanpool) programs.
- Construct capital projects listed in the 6-year Capital Improvement Plan.

### Marine Transportation

The waterfront and harbor of Gig Harbor are a primary focus area for many of the City's activities including commercial, retail, industrial, tourism and recreation activities. These activities create generate traffic and parking demand which is concentrated around Harborview and North Harborview arterials.

There is demand for marine improvements in Gig Harbor. Access for public or private marine services should be provided at a central dock location near the downtown area. Continued upgrading and enhancement of the Jerisich Park dock area should be emphasized. The increased use of marine services would also place demands on downtown parking.

Possibilities of provision of recreational passenger ferry services should be coordinated with private providers. Some discussions have taken place regarding private ferry services to Gig Harbor, and the City should continue to pursue these opportunities. Due to the high costs and parking impacts associated with commuter ferry services, it is not recommended that the city pursue passenger-only ferry services with Washington State Ferries.

### Coordinating Transportation and Land Use Planning To Support Transit and Pedestrian Oriented Land Use Patterns

To ensure that this plan is consistent with evolving land use patterns, and to guide land use and new development with respect to transportation that promotes transportation-related goals, the City will work towards:

- Reducing vehicle trips and vehicle miles traveled during peak periods to minimize the demand for constructing costly road improvements;
- Providing effective public transportation services to help reduce car dependence in the region and serve the needs of people who rely on public transportation;
- Encouraging bicycle and pedestrian travel by providing inviting, safe, convenient and connected routes, education and incentive programs, and support services such as bike racks, showers and lockers;
- Maintaining and improving a network of highways, streets and roads that moves people, goods and services safely and efficiently, minimizes social and environmental impacts, and supports various modes of travel.
- Providing adequate connections and access among all transportation modes.

### Non Motorized Travel

The residential character of Gig Harbor makes non-motorized travel an important aspect of the Transportation Element. A complete pedestrian and bicycle network would link neighborhoods with schools, parks, and retail activity, allowing residents and visitors to walk or bicycle to these areas rather than drive.

Outside of the downtown retail core, sidewalks have been constructed sporadically, resulting in a discontinuous system of walkways for pedestrians. There are even fewer facilities for bicyclists within Gig Harbor; bicyclists must share the traveled lane with motorists. While there are no facilities for equestrians within Gig Harbor, there is generally little demand for equestrian travel.

Recommended improvements for non motorized uses are shown in **Figure 4-3**. The plan outlines pedestrian, bicycle path, and marine service improvements.

### Downtown Strategy Area

Much of Gig Harbor's commercial, tourist and recreational facilities are located along the waterfront, creating congestion in the downtown area and generating demand for pedestrian amenities and additional parking. Traditional roadway or intersection capacity improvements here would destroy the unique character of the downtown.

Within the downtown strategy area, defined as Harborview Drive and North Harborview Drive between Soundview Drive and Peacock Hill Avenue, the City has reclassified the LOS on the intersections identified below to the LOS Classification shown below. The City is required by RCW 36.70A.070(6)(b) "to prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or

strategies to accommodate the impacts of the development are made concurrent with the development.” It is the City’s intent to ensure that the types of “transportation improvements and/or strategies” allowed within this area be oriented towards improved pedestrian safety and convenience. Furthermore, in order to preserve the pedestrian character of the area, the City shall make every effort to implement and require developers to implement “transportation improvement strategies” other than traditional roadway or intersection capacity expansion improvements, and to instead consider such methods as increased public transportation service, ride sharing programs, site access control, demand management and other transportation systems management strategies.

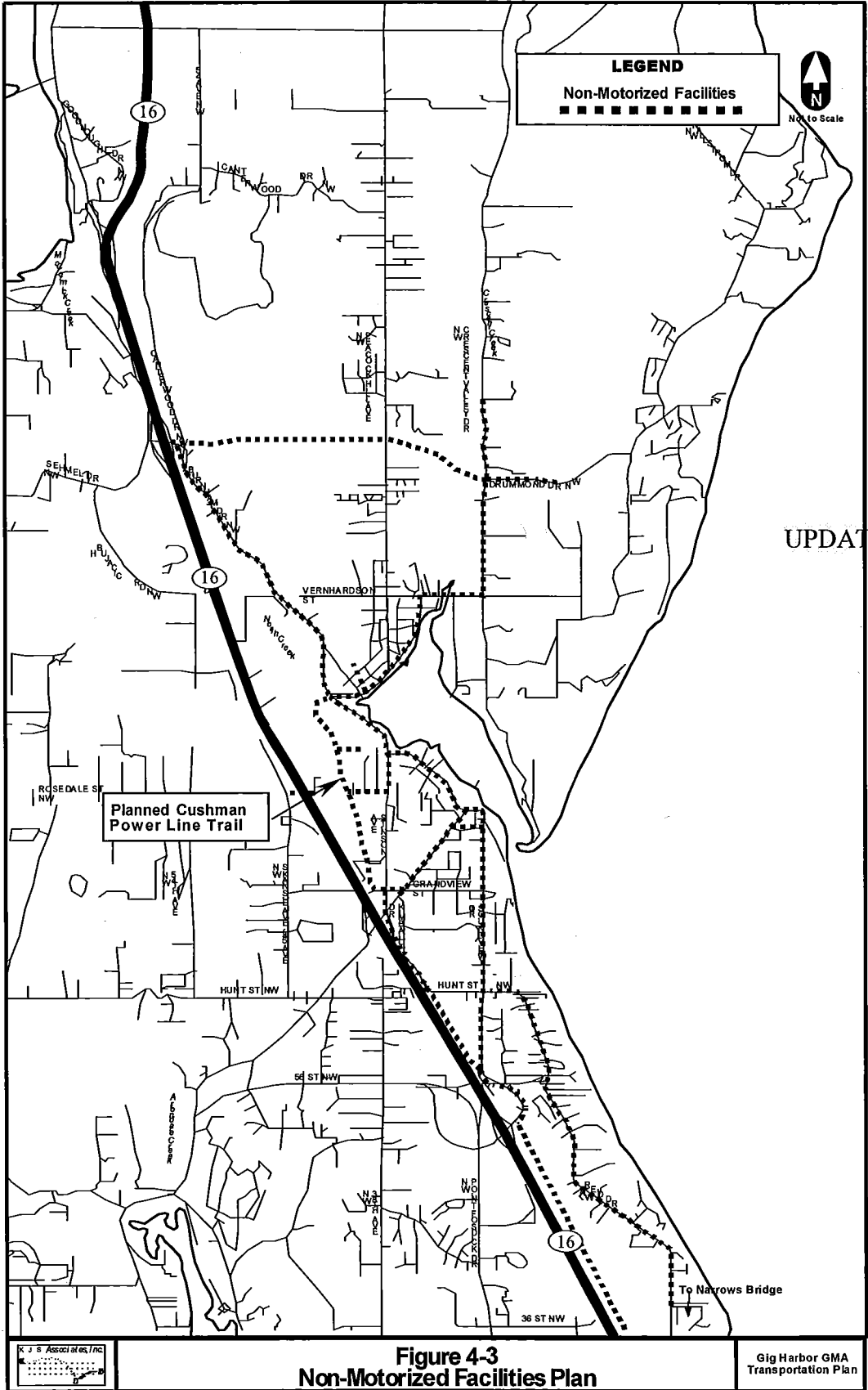
The specific intersections and current LOS that will be considered under the above are:

- Harborview Drive/North Harborview Drive      LOS F
- Harborview Drive/Pioneer Way                      LOS ~~F~~ D
- Harborview Drive/Stinson Avenue                LOS F
- Harborview Drive/Rosedale                        LOS ~~D~~ B
- North Harborview Drive/Peacock Hill           LOS ~~C~~ B
- Harborview/Soundview                              LOS B

The above intersections may be allowed to operate a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

### **North Gig Harbor LOS**

The North Gig Harbor Traffic Study identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered as needed in future Transportation Improvement Plans (TIP’s), consistent with this element to ensure concurrency is maintained. The buildout potential of the NGH Study area is such that maintaining LOS D for the intersection of Borgen/Canterwood/Burnhan Drive/SR 16 is not feasible due to environmental and fiscal constraints. An LOS E standard is proposed for the intersection to provide a reasonable balance between land use, LOS, environmental impacts and financial feasibility.



## SECTION 5. HOUSE BILL 1487 COMPLIANCE

### VERIFY ACCURACY OF THIS SECTION BY 5-15-08 UPDATE IF NECESSARY FOR ACCURACY

The 1998 legislation House Bill 1487 known as the “Level of Service” Bill, amended the Growth Management Act; Priority Programming for Highways; Statewide Transportation Planning, and Regional Planning Organizations. The combined amendments to these RCWs were provided to enhance the identification of, and coordinated planning for, “transportation facilities and services of statewide significance (TFSSS)” HB 1487 recognizes the importance of these transportation facilities from a state planning and programming perspective. It requires that local jurisdictions reflect these facilities and services within their comprehensive plan.

To assist in local compliance with HB 1487, the Washington State Department of Transportation (WSDOT), Transportation Planning Office and the Washington State Department of Community Trade and Development, Growth Management Program, (now Office of Community Development [OCD]) promulgated implementation guidelines in the form of a publication entitled “Coordinating Transportation and Growth Management Planning”.

Together with these entities, the City of Gig Harbor has worked to compile the best available information to include in the comprehensive plan amendment process.

- Inventory of state-owned transportation facilities within Gig Harbor: SR 16 provides the major regional connection between Tacoma, Bremerton and the Olympic Peninsula. It connects to Interstate 5 in Tacoma and to SR 302 in Purdy. SR 302 is the only other state-owned transportation facility within the planning area, connecting SR 16 with SR 3 to Shelton.
- Estimates of traffic impacts to state facilities resulting from local land use assumptions: **Figure 5-1** provides 20-year traffic volumes for SR-16, which is the only state facility within Gig Harbor. The volumes were generated by Pierce County model, which includes land use assumptions for 2018 for Gig Harbor.
- Transportation facilities and services of statewide significance (TFSSS) within Gig Harbor: SR 16 is included on the proposed list of TFSSS.
- Highways of statewide significance within Gig Harbor: The Transportation Commission List of Highways of Statewide Significance lists SR 16 as an HSS within the City of Gig Harbor and its growth area.
- The North Gig Harbor Traffic Mitigation Study 2005 identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The Study found that SR 16/Burnham Interchange would fail at build out conditions. Additional access to SR 16 at 144<sup>th</sup> Ave was identified as a possible mitigation measure,

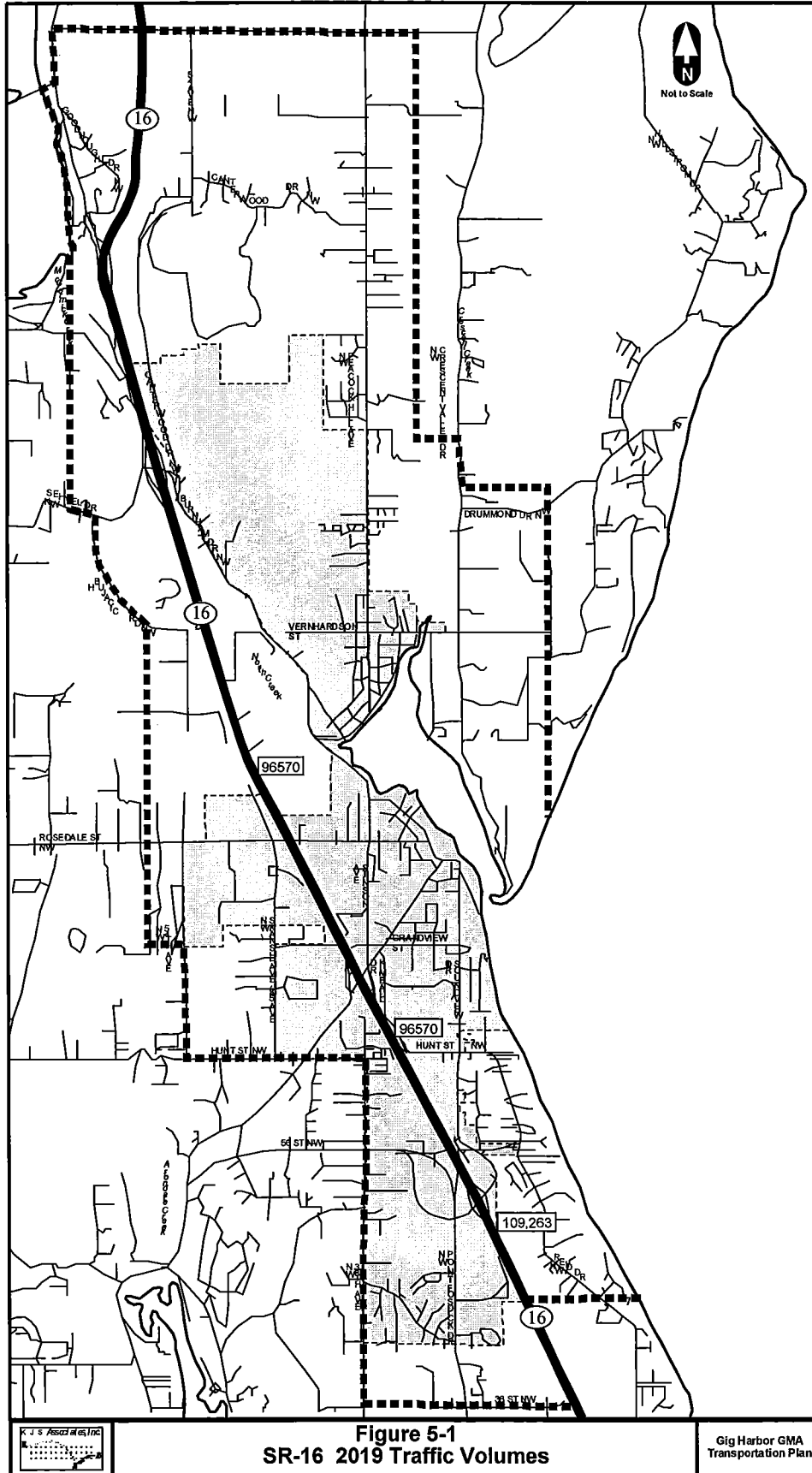
and in traffic modeling provided benefits to operations at the Burnham Drive/Borgen Blvd interchange.

The City of Gig Harbor asserts that proposed improvements to state-owned facilities will be consistent with the Regional Transportation Plan (RTP) and the State Highway System Plan within Washington's Transportation Plan (WTP).

In conjunction with SR16, WSDOT has adopted an LOS standard of D for SR16 and PSRC has adopted an LOS standard of C for SR302.

WSDOT has several improvements planned in conjunction with the new Tacoma Narrows Bridge project, including a new interchange at 24<sup>th</sup> Street and 36<sup>th</sup> Street and SR16/Wollochet Drive ramp improvements. The increased capacity and access caused by the bridge construction will affect the Gig Harbor area transportation improvement needs and long-term growth and development in the area. Several major transportation improvements will be required within the City of Gig Harbor and neighboring Pierce County. These include:

- Hunt Street Pedestrian Overcrossing
- Crescent Valley Connector
- Hunt/Kimball Connector
- North-South Connector
- Expanded interchange at SR 16 Burnham Drive
- Added Access to SR 16 at 144<sup>th</sup> Avenue or similar location
- Better connection between SR 302 and SR 16





## SECTION 6. FINANCIAL ANALYSIS AND CONCURRENCY

### Verify accuracy of this section Update if necessary for accuracy

The State of Washington's Growth Management Act (GMA) requires that a jurisdiction's transportation plan contain a funding analysis of the transportation projects it recommends. The analysis should cover funding needs, funding resources, and it should include a multi-year financing plan. The purpose of this requirement is to insure that each jurisdiction's transportation plan is affordable and achievable. If a funding analysis reveals that a plan is not affordable or achievable, the plan must discuss how additional funds will be raised, or how land use assumptions will be reassessed.

### Federal Revenue Sources

The 1991 federal Intermodal Surface Transportation Efficiency Act (ISTEA) reshaped transportation funding by integrating what had been a hodgepodge of mode- and category-specific programs into a more flexible system of multi-modal transportation financing. For highways, ISTEA combined the former four-part Federal Aid highway system (Interstate, Primary, Secondary, and Urban) into a two-part system consisting of the National Highway System (NHS) and the Interstate System. The National Highway System includes all roadways not functionally classified as local or rural minor collector. The Interstate System, while a component of the NHS, receives funding separate from the NHS funds.

In 1998, the Transportation Efficiently Act for the 21<sup>st</sup> Century (TEA-21) continued this integrated approach, although specific grants for operating subsidies for transit systems were reduced.

National Highway System funds are the most likely source of federal funding support available for projects in Gig Harbor. **Table 6-1**, taken from the Highway Users Federation of the Automotive Safety Foundation pamphlet *The Intermodal Surface Transportation Efficiency Act of 1991*, describes the types of projects that qualify for funding under NHS (the categories and definitions were virtually unchanged in TEA-21).

To receive TEA21 funds, cities must submit competing projects to their designated Regional Transportation Planning Organization (RTPO) or to the state DOT. Projects which best meet the specified criteria are most likely to receive funds. Projects which fund improvements for two or more transportation modes receive the highest priority for funding. (e.g., arterial improvements which includes transit facilities and reduces transit running times, and constructs pedestrian and bicycle facilities where none existed before).

**Table 6-1. Projects Eligible for National Highway System Funding**

- 
- Construction, reconstruction, resurfacing, restoration and rehabilitation and operational improvements to NHS segments
  - Construction and operation improvements to non-NHS highway and transit projects in the same corridor if the improvement will improve service to the NHS, and if non-NHS improvements are more cost-effective than improving the NHS segment.
  - Safety improvements
  - Transportation planning
  - Highway research and planning
  - Highway-related technology transfer
  - Start-up funding for traffic management and control (up to two years)
  - Fringe and corridor parking facilities
  - Carpool and vanpool projects
  - Bicycle transportation and pedestrian walkways
  - Development and establishment of management systems
  - Wetland mitigation efforts
- 

### **Historical Transportation Revenue Sources COORDINATE INFO FROM FINANCE AND INCORPORATE**

The City of Gig Harbor historically has used three sources of funds for street improvements:

- Income from Taxes
  - Motor Vehicle Excise Tax (MVET)
  - Motor Vehicle Fuel Tax (MVFT)
- Income from Intergovernmental Sources:
  - HUD Block Grants
  - Federal Aid (FAUS, FAS, ISTEA, etc.)
  - Urban Arterial Board
  - TIB and STP Grants
- Miscellaneous Income:
  - Interest Earnings
  - Miscellaneous Income
  - Developer Contributions
  - Impact Fees (begun in 1996)

In the past, motor vehicle excise tax (MVET) and motor vehicle fuel tax (MVFT) allocations from the state have been the major sources of continuing funding for transportation capital improvements. Initiative 695, passed by the voters in 1999, removed MVET as a significant funding source, so the MVFT (“gas tax”) funding appear to be the only reliable source of transportation funds for the future. MVET and MVFT also provided funds for state and federal

grants which are awarded competitively on a project-by-project basis and from developer contributions which are also usually targeted towards the developer's share of specific road improvements.

### **Revenue Forecast**

The projected revenues for Gig Harbor's recommended transportation capital improvements are shown in **Table 6-2**. According to these forecasts, approximately 32% of funding for transportation capital improvements for the next 20 years will come from LIDs, general funds and economic grants. Project-specific SEPA mitigation fees and City traffic impact fees will provide 32% of road capital funds. Additionally, approximately 36% will come from project-specific state and federal funding grants and taxes.

**Table 6-2. Gig Harbor Transportation Revenue Forecast, 2004 to 2024**

<b>Funding Source</b>	<b>Six-year 2004-2010</b>	<b>Percent</b>	<b>Twenty-year 2004-2024</b>	<b>Percent</b>
MVFT ("gas tax")	\$400,000	8.7%	\$2,000,000	15.6%
State and federal grants	\$500,000*	10.80%	\$2,600,000*	20.2%
SEPA mitigation and Developer Contribution	\$2,000,000	43.5%	\$3,400,000	26.5%
City Traffic Impact Fees	\$100,000	2.2%	\$844,000	6.6%
Other funds (LIDs, general funds, economic grants, etc)	\$1,600,000	34.8%	\$4,000,000	31.1%
<b>Totals</b>	<b>\$4,600,000</b>	<b>100.0%</b>	<b>\$12,844,000</b>	<b>100.00%</b>

\*Includes projected grants for projects whose completion would likely extend beyond 2006.

### **Capital Costs for Recommended Improvements UPDATE THIS SECTION WITH NEW INFO FROM CONSULTANT - scheduled to be available June 2008**

As discussed in Section 4, there are several capacity-related improvements within the Gig Harbor UGA needed to achieve adequate levels of service by 2018.

The capacity-related improvements listed in **Table 6-3** will be necessary to meet GMA level of service standards in 2018. Most of these projects have already been included in the City's current *Six-Year Transportation Improvement Program*, along with project-specific identified funding sources.

**Table 6-3. Capacity-related improvement costs, 2004 to 2010**

<i>Facility</i>	<i>Description</i>	<i>Estimated Cost</i>	<i>Predictable (non-grant) Funding</i>
56th Street–Point Fosdick Drive	Reconstruct to 3 lanes	\$2,650,000	\$775,000
Skansie Avenue pedestrian improvements	Minor widening, sidewalk; drainage	\$ 150,000	\$30,000
Grandview Street Ph 2	Reconstruct to 2 lanes; bike; pedestrian	\$250,000	\$250,000
Grandview Street Ph 3	Reconstruct; bike; pedestrian	\$ 510,000	\$510,000
45 <sup>th</sup> Avenue	Sidewalk on one side	\$ 70,000	\$70,000
38th Avenue Ph 1	Reconstruct to 2/3 lanes; bike; pedestrian	\$6,588,000	\$1,788,000
Olympic Drive–56th Street	Widen to 5 lanes; bike lanes; pedestrian, drainage	\$4,000,000	\$1,000,000
Prentice Street	Pedestrian, drainage	\$ 520,000	\$520,000
Briarwood Lane	Pedestrian, drainage	\$ 450,000	\$400,000
Burnham Drive Ph 1	Reconstruct/widen; pedestrian; drainage	\$ 415,000	\$135,000
38th Avenue Ph 2	Reconstruct to 2/3 lanes; bike; pedestrian	\$4,400,000	\$1,400,000
Vernhardsen Street	Pavement restoration; pedestrian; drainage	\$ 223,000	\$198,000
Rosedale Street Ph 2	Widen to 2 thru lanes; bike	\$ 593,000	\$88,000
Franklin Avenue Ph 2	Pedestrian, drainage	\$ 500,000	\$500,000
Point Fosdick pedestrian improvements	Sidewalk on east side	\$ 265,000	\$265,000
Harborview Drive	Reconstruct roadway; bike; pedestrian	\$ 560,000	\$560,000
Rosedale Street Ph 3	Widen to 2 thru lanes; bike; pedestrian; drainage	\$ 445,000	\$60,000
North-South Connector (Swede Hill Road)	Corridor preservation	Developer	\$0
Burnham Drive Ph 2	Widen roadway; pedestrian; drainage	\$2,775,000	\$775,000
50 <sup>th</sup> Court	Construct 2 lane roadway; pedestrian	\$ 1,000,000	\$420,000
Crescent Valley Connector	New roadway	\$4,300,000	\$290,000
38 <sup>th</sup> Avenue /Hunt Street Ph 1	Design 2/3 lane section w/ median; bike	\$ 208,000	\$62,000
Burnham Drive Ph 3		\$4,400,000	\$1,400,000
Hunt St Xing of SR 16 Kimball Dr Ext	Construct 2 lane SR 16 undercrossing	\$12,475,000	\$398,000
Wollochet Drive	Widen roadway; pedestrian	\$5,000,000	\$0
36th/Point Fosdick	Improve intersection	\$ 980,000	\$650,000
Hunt/Skansie	Install signal	\$1,000,000	\$300,000
<b>Total Costs</b>		<b>\$ 54,727,000</b>	<b>\$12,844,000</b>

### **Summary of Costs and Revenues**

Based on the revenues and costs listed above, the proposed capacity-related transportation element improvements are affordable within the City's expected revenues for transportation capital costs. **Table 6-4** summarizes costs and revenues for the six and twenty year periods analyzed in the transportation element.

As shown in **Table 6-4**, the City expects to obtain a proportion of anticipated revenues from grants or other discretionary sources. The revenue estimate indicates the City will be able to pay for its share of the recommended improvements, however, none of the assumptions about existing sources are guaranteed. The proposed projects include several that could receive matching funds from state and federal grant programs, for which there is considerable competition and limited grant funding. Should the necessary grant funds not be available, the City has several other strategies it can employ to balance revenues and public facility needs. These strategies, listed below, range from the development of other funding sources to the revision of City land use and growth policies:

- Obtain funds from other sources (e.g., loans)
- Revise land use policy
- Pursue cost-sharing opportunities with other agencies (e.g., WSDOT or Pierce County) and/or the private sector

The proposed improvements over the next 20 years total \$53,442,000. Proposed improvements and expected revenues are therefore balanced as shown in the **Table 6-4** below. The projects that have been excluded from the revenue obligation requirements are the Hunt Street overcrossing, the Crescent Valley connector, the Hunt/Kimball connector and the North-South Connector.

**Table 6-4. Summary of capacity-related project capital costs and revenues**

Category	Six-year 2004-2010	Percent of Revenues	Twenty-year 2000-2018	Percent of Revenues
Projected Revenues	\$54,727,000	100.0%	\$54,727,000	100%
predictable sources	\$12,844,000	23%	\$12,844,000	23%
grant sources	\$41,883,000	77%	\$41,883,000	77%
Projected Expenditures	\$54,727,000	100%	\$54,727,000	100%
Net	\$-0-	0%	\$-0-	0%

#### **North Gig Harbor Capital Cost and Revenue Summary 2005**

The North Gig Harbor Traffic Study identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered as needed in future Transportation Improvement Plans (TIP's), consistent with this element to ensure concurrency is maintained. The projects identified in the study include City, County, State, and Developer responsibility. The revenue required for the projects was identified. The projects are not yet funded. The projects may be added to the TIP as revenue sources such as impact fees, agency contributions, and or grants are obtained. A new revenue source was created in 2006 by passage of HB 2670, allowing the creation of Benefit Districts for infrastructure improvements, this revenue source could generate as much as \$2,000,000 per year towards infrastructure improvements.

## SECTION 7. GOALS AND POLICIES

The transportation goals contained in this element are:

- Create an Effective Road and Sidewalk Network.
- Create an appropriate balance between transportation modes where each meets a different function to the greatest efficiency.
- Design and Construction Standards
- Level of Service Standards
- Air Quality

### GOAL 11.1: CREATE AN EFFECTIVE ROAD AND SIDEWALK NETWORK.

The City of Gig Harbor shall plan for an effective road network system.

- Policy 11.1.1 Complete development of the arterial road grid serving the planning area.
- Policy 11.1.2 Develop a trans-highway connector across SR-16 at Hunt Street.
- Policy 11.1.3 Establish a Kimball connector which would provide access between Hunt and Soundview Road and reduce traffic volumes on Soundview.
- Policy 11.1.4 Establish a functional classification system which defines each road's principal purpose and protects the road's viability.
- Policy 11.1.5 Develop an arterial and collector system which collects and distributes area traffic to SR-16.
- Policy 11.1.6 Define a collector road system which provides methods for transversing the neighborhoods, districts and other places within the area without overly congesting or depending on the arterial system or any single intersection.
- Policy 11.1.7 Establish effective right-of-way, pavement widths, shoulder requirements, curb-gutter-sidewalk standards for major arterials, collectors and local streets.
- Policy 11.1.8 Improve collector roads in the planning area particularly Rosedale and Stinson Avenues, to provide adequate capacity for present and future projected traffic loads, pedestrian and bicyclist activities.
- Policy 11.1.10 Work with downtown property owners to determine an effective parking plan of business owners.
- Policy 11.1.11 Provide planning and design assistance in establishing a local parking improvement district for the downtown area.

### GOAL 11.2: MODAL BALANCE

Create an appropriate balance between transportation modes where each meets a different function to the greatest efficiency.

- Policy 11.1.1 Work with Pierce Transit to satisfy local travel needs within the planning area, particularly between residential areas, the downtown and major commercial areas along SR-16.

- Policy 11.2.2 Work with Pierce Transit to locate Pierce Transit Park and Ride lots in areas which are accessible to transit routes and local residential collectors, but which do not unnecessarily congest major collectors or arterial roads or SR-16 interchanges.
- Policy 11.2.3 Establish a multipurpose trails plan which provides designated routes for pedestrians and bicyclists.
- Policy 11.2.4 Designate routes around Gig Harbor Bay, within the Crescent and Donkey Creek corridors, from the Shoreline (north Gig Harbor) business district to Goodman school and into Gig Harbor North, from the downtown business district to Grandview Forest Park and other alignments which provide a unique environmental experience and/or viable options to single occupancy vehicles.
- Policy 11.2.5 ~~The City should~~ Adopt and implement a program which increases public awareness to the city's transportation demand management strategies, including non-motorized transportation and increased use of local transit. Adopted strategies include a Transportation Demand Management Ordinance (Gig Harbor Ordinance #669).
- Policy 11.2.6 Promote transportation investments that support transit and pedestrian oriented land use patterns and provide alternatives to single-occupant automobile travel.

### **GOAL 11.3: DESIGN AND CONSTRUCTION STANDARDS**

Establish design construction standards which provide for visually distinct roadways while providing efficient and cost effective engineering design.

- Policy 11.3.1 Adopt and implement street construction standards which implement the goals and policies of the City of Gig Harbor Comprehensive Plan Design Element and the City Design Guidelines.
- Policy 11.3.2 Identify and classify major or significant boulevards & arterials.
- Policy 11.3.3 Provide for an efficient storm drainage system in road design which minimizes road pavement needed to achieve levels of service.
- Policy 11.3.4 Implement design standards which provide, where feasible, for a pleasing aesthetic quality to streetscapes and which provide increased pedestrian safety by separating sidewalks from the street edge.
- Policy 11.3.5 Give high priority to maintenance and preservation of the existing transportation system over new construction.

### **GOAL 11.4: LEVEL OF SERVICE STANDARDS**

- Policy 11.4.1 The City of Gig Harbor Level of Service Standard for intersections is LOS D, except for the following intersections identified in the Downtown Strategy Area
- Harborview Drive/North Harborview Drive
  - Harborview Drive/Pioneer Way
  - Harborview Drive/Stinson Avenue
  - Harborview Drive/Rosedale
  - North Harborview Drive/Peacock Hill

- Harborview/Soundview

The above intersections may be allowed to operate a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

Policy 11.4.2 If funding for capacity projects falls short, the Land Use Element, LOS, and funding sources will be re-evaluated. Impact fees should be used to the extent possible under GMA to fund capacity project costs.

Policy 11.4.3 Level of service E will be acceptable at the SR 16 westbound ramp terminal roundabout intersection on Burnham Drive, provided that: (a) the acceptable delay at LOS E shall not exceed 80 seconds per vehicle as calculated per customary traffic engineering methods acceptable to the city engineer; and (b) this policy shall cease to have effect if a capital improvement project is added to the Transportation Improvement Program and is found by the City to be foreseeably completed within six years and to add sufficient capacity to the interchange and adjacent intersections so as to achieve a level of service of D or better upon its completion including the impacts of all then-approved developments that will add travel demand to the affected intersections.

Policy 11.4.4 When a proposed development would degrade a roadway or intersection LOS below the adopted threshold on a state highway, the roadway or intersection shall be considered deficient to support the development and traffic impact mitigation shall be required based on the recommendation of the City Engineer and consistent with the Washington State Highway System Plan Appendix G: Development Impacts Assessment.

Policy 11.4.5 The City shall maintain a current traffic model to facilitate the preparation of annual capacity reports and concurrency reviews.

## **GOAL 11.5: AIR QUALITY**

The City should implement programs that help to meet and maintain federal and state clean air requirements, in addition to regional air quality policies.

Policy 11.5.1 The City's transportation system should conform to the federal and state Clean Air Acts by maintaining conformity with the Metropolitan Transportation Plan of the Puget Sound Regional Council and by following the requirements of WAC 173-420.

Policy 11.5.2 The City should work with the Puget Sound Regional Council, Washington State Department of Transportation, Pierce Transit and neighboring jurisdictions in the development of transportation control measures and other transportation and air quality programs where warranted.



RESOLUTION NO. 726

**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 07-005 AND COMP 07-006) FOR PROCESSING DURING THE 2007 COMPREHENSIVE PLAN ANNUAL CYCLE.**

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**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.

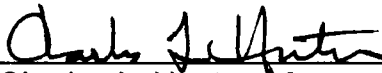
Given the lack of concurrency in the City's Waste Water Treatment Plant for any new development applications, the Council believes that a comprehensive plan that would allow additional density (and an increased need for sewer capacity) should not be processed when there is no capacity in the City's WWTP. 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

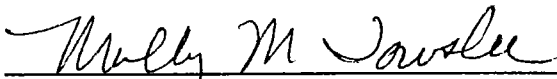
amendment could amend text and maps related to the Sewer Basin C14, and was deemed incomplete as of August 15, 2007. Although the property owners were notified that the application was incomplete, they did not submit the necessary information to make the application complete on or before September 10,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

RESOLVED by the City Council this 24th day of September, 2007.

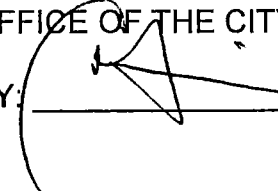
APPROVED:

  
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: 09/19/07  
PASSED BY THE CITY COUNCIL: 09/24/07  
RESOLUTION NO. 726



**Subject:** Proposed Annexation  
96<sup>th</sup> Street Annexation (ANX-07-0002)

**Proposed Council Action:**

To proceed with the Notice of Intention to annex the area described in Exhibit A and graphically depicted in Exhibit B, subject to Boundary Review Board approval, by Resolution No. \_\_\_\_\_.

**Dept. Origin:** Planning Division  
**Prepared by:** Matthew Keough,  
for Tom Dolan  
**For Agenda of:** April 28, 2008  
**Exhibits:** Notice of Intention, Map,  
Legal Description

Initial & Date

**Concurred by Mayor:** *CLH 4/24/08*  
**Approved by City Administrator:** *PKK 4/24/08*  
**Approved as to form by City Atty:** *JBT 4/23/08*  
**Approved by Finance Director:** *RF 4/24/08*  
**Approved by Department Head:** *TD 4/23/08*

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

**INFORMATION / BACKGROUND**

The City received a complete Notice of Intention (NOI) to commence annexation proceedings from within the City's Urban Growth Area (UGA). The proposed 216-acre annexation area is located along and to the east of State Route 16 (SR-16), extending to the City boundary along Burnham Drive, north of Rosedale Street, and south of 96<sup>th</sup> Street. The proposed area for annexation integrates several smaller-area proposals to City staff, presenting the opportunity to incorporate the entire "donut hole" (area of County jurisdiction) that currently exists among City boundaries in this area.

Pursuant to the process for annexations by code cities, a copy of the proposed legal description and map was sent to the Pierce County Clerk of the Boundary Review Board (BRB) for review and comment. Pierce County approved the legal description and map as proposed in the NOI. The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives have also been considered by the Council in determining the appropriateness of this annexation. The Council met with the initiating parties on November 26, 2007 and determined the following:

1. Acceptance of the geographic area for consideration of annexation;
2. Required simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 98;
3. Required assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Required wetland analysis, per Gig Harbor Municipal Code 18.08.090.

With these conditions established at the public meeting, the City Council authorized the circulation of a formal petition in the proposed annexation area. The City received the complete petition on February 1, 2008, along with the city's required filing fee. Following full documentation of the required representation of sixty percent (60%) of the assessed value of the area, Pierce County Boundary Review Board provided a certification of sufficiency from the Assessor-Treasurer's office on March 24, 2008. The required Wetland Analysis was received on April 15, 2008, fulfilling the final requirement for scheduling a public hearing in front of the City Council. Following public hearing and an appeal period under the jurisdiction of the BRB, the City Council can adopt an ordinance – on first reading - enacting this annexation.

In addition to a review by Pierce County's Boundary Review authorities, this NOI was distributed to the City of Gig Harbor Interim Community Development Director, Chief of Police, Interim Director of Operations, City Engineer, Building Official/Fire Marshal, Finance Director, Planning Director, and Pierce County Fire District #5 for review and comment. The largest item of staff analysis concerns the general lack of infrastructure in this area. Infrastructure conditions and expectations are specifically outlined below, followed by additional initial considerations for the Council's review. These items were initially raised for the Council's public meeting on November 26, 2007. In the meeting, Council indicated that a development agreement could be investigated if proposed by the proponents. The only additional information has come from the proponent's wetland analysis and from informal conversations with the proponents regarding conceptual infrastructure designs. Identified wetlands have been delineated at approximately 50 acres and classified per GHMC Chapter 18. Wetlands and streams, including required buffers, represent significant development constraints, particularly in the low-lying area, east of the Tacoma Power Utility (TPU) parcel.

## **Transportation**

As required by the City's Municipal Code, developments generating new traffic must apply for, and receive approval, to add new vehicle trips to the City's roadways. This process is known as transportation concurrency. The City may not be able to grant transportation concurrency to certain developments that do not provide mitigation for the impacts to the City's transportation system.

Proposed developments in this annexation area will generally impact the City's transportation infrastructure. The City currently has transportation improvement projects that will provide for roadway capacity and safety improvements for the *existing transportation corridors based on existing traffic volumes*. Therefore, the City will not be providing for transportation improvements located in this undeveloped annexation area.

The proposed annexation area is located south of the SR-16/Burnham Dr./Borgen Blvd./Canterwood Blvd. intersection. This intersection has been noted by the City of Gig Harbor 2005 Comprehensive Plan Update FSEIS as a failing intersection. The FSEIS provides for limited transportation improvements in the area of the intersection to mitigate for the failing intersection. Realization of the limited improvements noted in the FSEIS would be short-term. The long-term interchange project has not been identified. Therefore, developments proposed within the annexation area may need to recommend and construct improvements to the intersection to mitigate the impacts from additional traffic through this intersection generated by any proposed development.

Proposed developments within the annexation area may be required to design and construct one of the capital improvement projects proposed by the City as mitigation or to provide alternative mitigation that is acceptable to the City in order to receive transportation concurrency and/or SEPA approval. However, there is no project yet identified to contribute mitigation funds to for the potential development in the proposed annexation area. As a result, development projects within the proposed annexation area would likely not receive transportation concurrency, and therefore, not receive recommendation for project approval.

When improvements are feasible, proposed developments within the annexation area will be required to meet the City's Public Works Standards. All costs for design and construction of all necessary transportation mitigations shall be borne by the developers and not the City.

## **Water**

The proposed 216-acre annexation area is currently shown to be served by either Washington Water Company or the City of Gig Harbor. As required by the City's Municipal Code, developments requesting connection to the City's water system must apply for, and receive approval, to connect to the City's water system. This process is known as water concurrency. The City may not be able to grant water concurrency to certain developments that do not provide mitigation for the impacts to the City's water system.

Once annexed, the developers of parcels within the annexation area may request connection the City's water main for those areas served by the City of Gig Harbor. These connections must be extended through - and to the extents of the parcels - within City right of way or in an easement granted to the City, and must meet the requirements of the City's Public Works

Standards. Those areas served by Washington Water Company may request to be served by the City of Gig Harbor. The City may grant this request upon relinquishment of the water service area from Washington Water Company, acceptance by the City of Gig Harbor, dedication of water rights to the City, and other steps required for water system planning purposes.

Based on a review of the City's water comprehensive plan, development of water infrastructure in this area is not necessary for the City's water system to function appropriately. Additionally, a recent addition to the City's water system that is not shown on the water comprehensive plan includes a 16" ductile iron water main along 96th Street that would serve this annexation area.

Some of the parcels in the annexation area are included as part of a latecomers agreement. All costs for latecomer's fees and for construction of the necessary extensions of the existing water main shall be borne by the developers and not the City.

Each parcel that connects to the City's water system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the water system extended to the parcels.

### **Sanitary Sewer**

The proposed 216-acre annexation area is currently shown to be served by the City of Gig Harbor's sanitary sewer and wastewater treatment system by means of a gravity sewer main located along 96th Street.

Currently, the City of Gig Harbor is not able to grant additional sewer capacity reservation certificates (CRCs) until upgrades to the City's wastewater treatment plant are completed. The City is estimating these upgrades will be completed by December 2009.

Limited options exist for development on these lots without connecting to the City's sewer system. Once the City is able to provide CRCs for developments requesting sewer connections, development in this area requiring sewer connections will be able to proceed. Any connection to the City's sewer system must meet the requirements of the City's Public Works Standards.

Based on a review of the City's wastewater comprehensive plan, development of water infrastructure in this area is not necessary for the City's water system to function appropriately. All costs for construction of the necessary extensions of the existing sewer main, including those noted in the Wastewater Comprehensive Plan for the parcels within the sewer basin shall be borne by the developers and not the City.

Each parcel that connects to the City's sanitary sewer system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the sanitary sewer system extended to the parcels.

### **Stormwater**

Each development proposed for this annexation area would be required to design and construct stormwater improvements in accordance with the City's Stormwater Design Manual. This includes all stormwater features necessary for improvements within the City's right of way. All costs for design and construction of these stormwater features shall be borne by the developers and not the City. All costs for operations and maintenance of stormwater features outside of the City's right of way shall also be borne by the developers.

Each parcel that is annexed in the City's limits shall be required to pay the appropriate stormwater fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the City's stormwater system located within the City's right of way created by the parcels.

### **Additional Considerations**

The annexation area is largely undeveloped, with the exception of 13 acres of commercial use fronting SR-16, which is zoned Employment District in compliance with the adopted Comprehensive Plan. The remainder (203 acres) is zoned R-2; 70 developed acres (single family dwellings and cemetery use) and 137 undeveloped acres. This undeveloped residential acreage has a *minimum* residential density of 550 homes. Redevelopment of rural residential homesites (23 acres) could yield an additional 92 homes. An immediate zoning-related issue is that the existing cemetery use is not currently allowed in the R-2 zone or generally embraced by the Gig Harbor Zoning Code. Lacking a code amendment or development agreement, the cemetery would be considered an *existing non-conforming* use and would not be allowed to expand on parcels lacking an approved subdivision or site plan.

Portions of the area proposed for annexation are located along existing code-defined Enhancement Corridors, along both SR-16 and Burnham Drive. Additionally, several of the southernmost parcels could qualify for inclusion in the Gig Harbor view basin Height Restriction Area, limiting building height there (See Exhibit C). The parcels of concern will be presented for further analysis and for public hearing. Finally, wetlands, landslide, and flood hazard areas are expected in this annexation area. Future development and construction must comply with Critical Areas zoning provisions and the requirements for flood plain development. Geotechnical engineering reports may be required prior to approval of building permits. The issuance of building permits, according the Building/Fire Safety Director, will require adequate fire flow and additional fire hydrants.

The taxable value of these properties is estimated at around \$10,000,000.00. The City of Gig Harbor Finance Director noted that increase in property tax would be approximately \$15,000 for this largely-undeveloped annexation area. The Chief of Police has commented that the annexation would increase the patrol area for the Department and may, depending upon the ultimate population of the area, create a need for an additional .5 FTE administrative assistance.



**BOARD OR COMMITTEE RECOMMENDATION**

The Pierce County Boundary Review Board has approved the map and legal description.

**RECOMMENDATION / MOTION**

**Move to:**

**Adopt Resolution No. \_\_\_\_\_**, proceeding with the Notice of Intention to annex the area described in Exhibit A and graphically depicted in Exhibit B, subject to conditions attached to the Notice of Intent and subject to Boundary Review Board approval.

**NOTE ATTACHED EXHIBITS:**

- 1. Attached Legal Description**
- 2. Map of Boundaries**
- 3. Draft map of parcels to be considered for extension of Height Restriction Area (for future public hearing)**

EXHIBIT A

**LEGAL DESCRIPTION**

THAT PORTION OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST AND SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 310 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF SR-16 AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 5280 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 6; THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 1640 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 1565 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 660 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTHERLY ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6 A DISTANCE OF 2370 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF BURNHAM DRIVE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1430 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 6; THENCE CONTINUING NORTHWESTERLY ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 120 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF 96<sup>TH</sup> STREET NW; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 420 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 6; THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 1415 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B  
Map of Boundaries

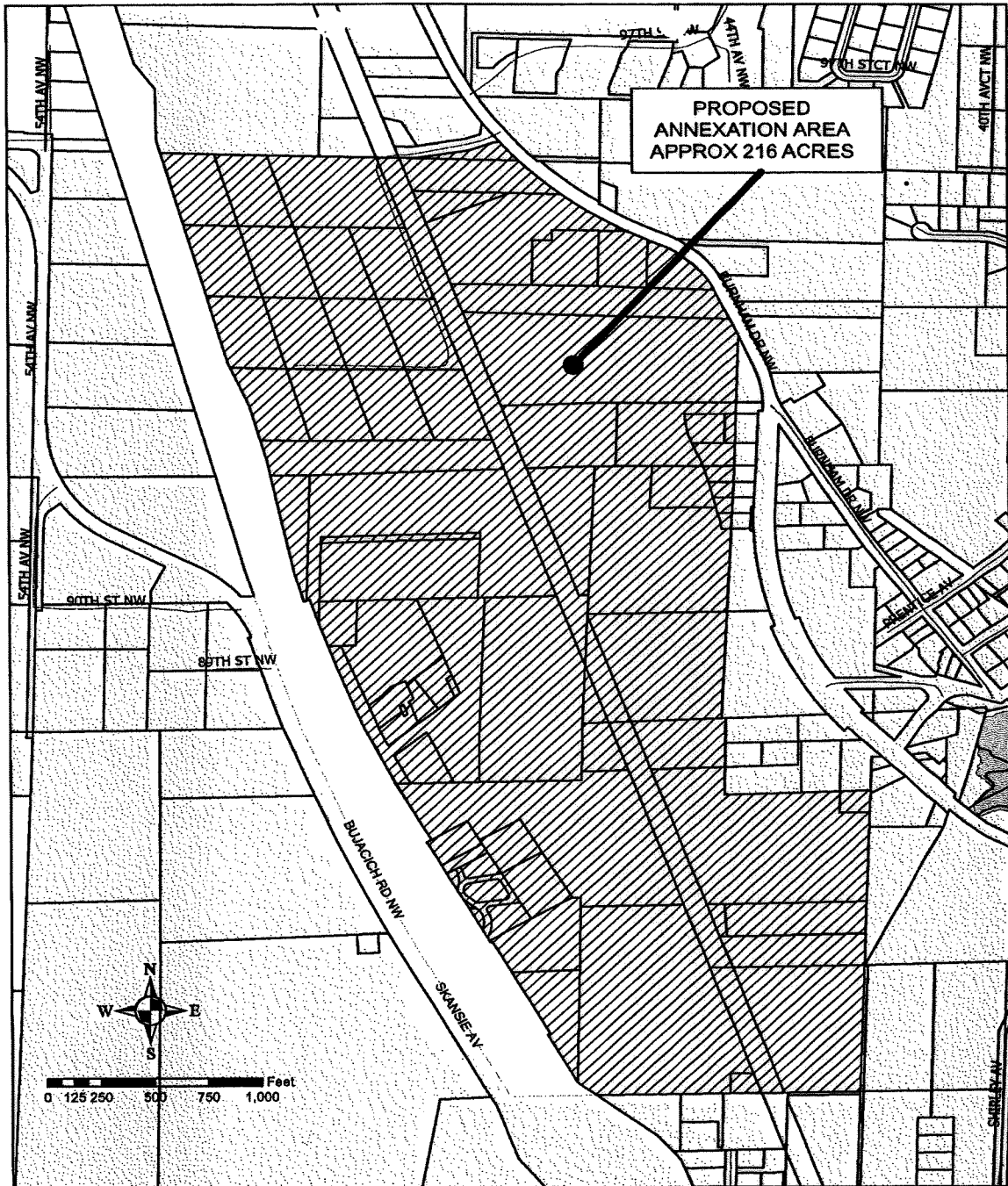
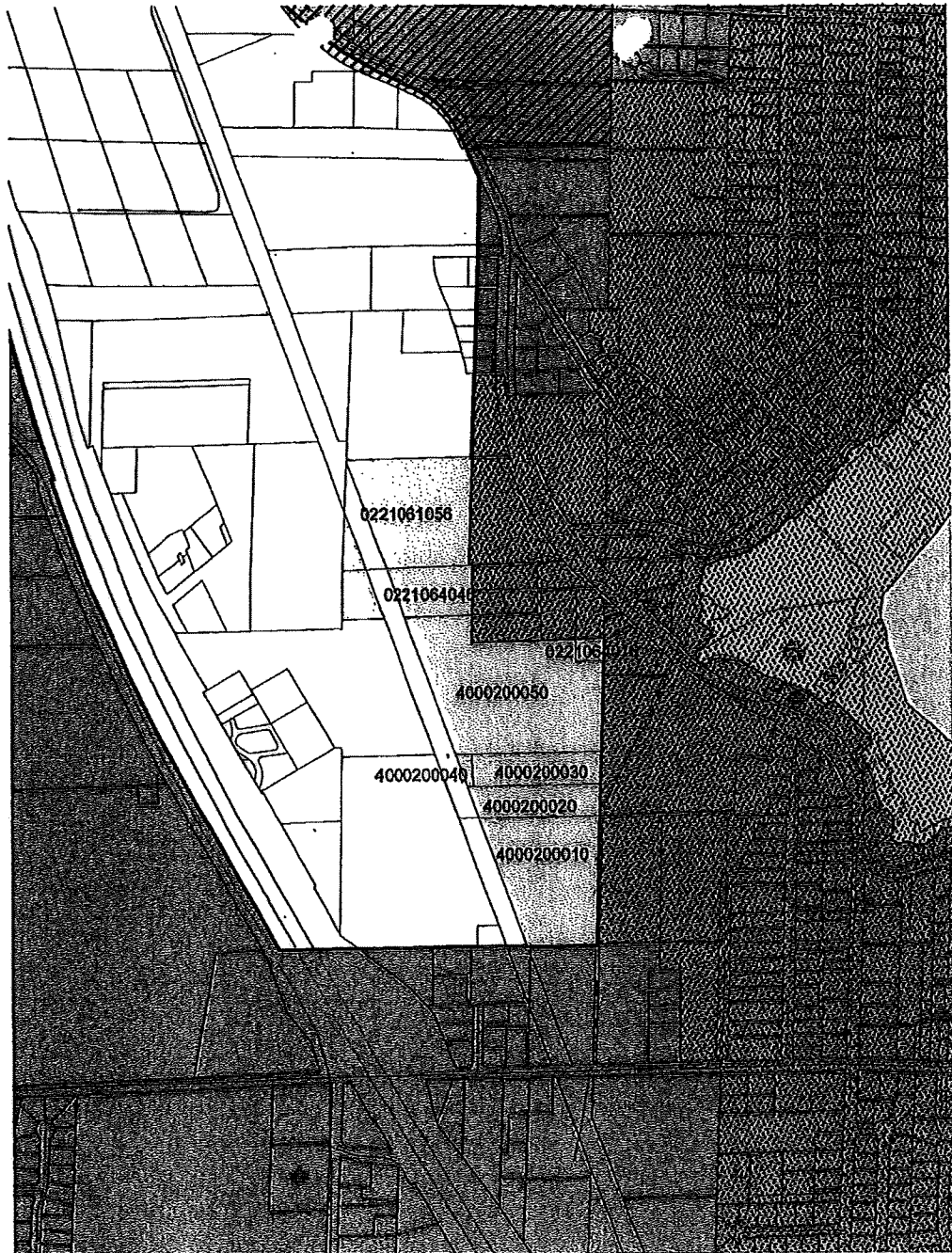


EXHIBIT C  
Parcels for Consideration of Height Restriction Area



LABELED PARCELS HAVE BEEN IDENTIFIED BY PLANNING STAFF TO GENERALLY MEET THE APPLICABILITY DEFINITION OF THE HEIGHT RESTRICTION AREA ORDINANCE, codified in Gig Harbor Municipal Code, Chapter 17.62

**CITY OF GIG HARBOR  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION, 1) PROVIDING THE CITY COUNCIL'S ACCEPTANCE OF THE ANNEXATION PETITION FOR APPROXIMATELY 216 ACRES OF PROPERTY LOCATED ALONG AND TO THE EAST OF STATE ROUTE 16 (SR-16), EXTENDING TO THE CITY BOUNDARY ALONG BURNHAM DRIVE, NORTH OF ROSEDALE STREET, AND SOUTH OF 96TH STREET, WITHIN THE CITY'S URBAN GROWTH AREA, LOCATED IN PIERCE COUNTY, 2) DECLARING THE CITY COUNCIL'S INTENT TO ADOPT PROPOSED ZONING REGULATIONS FOR THE ANNEXATION AREA, AND, 3) REFERRING THE PETITION FOR ANNEXATION TO THE PIERCE COUNTY BOUNDARY REVIEW BOARD.**

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WHEREAS, on March 7, 2007, the City of Gig Harbor received a complete Notice of Intent to Commence Annexation for approximately 16.3 acres of property located west of Burnham Drive NW, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on September 24, 2007, the City received a request to amend the Notice of Intent to consolidate several annexation interest and to propose annexation of an entire unincorporated island within City jurisdiction, located along and to the east of State Route 16 (SR-16), extending to the City boundary along Burnham Drive, north of Rosedale Street, and south of 96th Street; and

WHEREAS, the amended Notice of Intent was complete and signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS the City Council met with the initiators of the petition on November 26, 2007 and voted (Young/Dicks, 6-0-0) to authorize the circulation of the

annexation petition subject to certain conditions including: requirement that the property owners assume all of the existing indebtedness of the area being annexed, submittal of a wetland analysis report per Gig Harbor Municipal Code 18.08.090, and simultaneous adoption of pre-annexation Medium-Density Residential (R-2) and Employment District (ED); and

WHEREAS, on February 1, 2008, a petition for annexation of the property described and graphically depicted on Exhibit A and Exhibit B was received by the City with the appropriate filing fee; and

WHEREAS, on March 19, 2008, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described and graphically depicted on Exhibit A and Exhibit B; and

WHEREAS, the property described and graphically depicted on and Exhibit A and Exhibit B is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in December, 2004, established the land use map designation for this area as Residential Medium and Employment Centers, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Medium-Density Residential (R-2) and Employment District (ED) applied to the property described and graphically depicted on Exhibit A and Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Medium and Employment Centers; and

WHEREAS, on April 28, 2008, the City Council, following a public hearing on the annexation petition, voted to declare its intent to authorize and approve the annexation and the proposed pre-annexation Medium-Residential (R-2) and Employment District (ED) zoning for the area described and graphically depicted on Exhibit A and Exhibit B, subject to Boundary Review Board approval; now, therefore,

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

Section 1. The Gig Harbor City Council hereby declares its intent to authorize and approve the annexation of approximately 216 acres of property located along and to the east of State Route 16 (SR-16), extending to the City boundary along Burnham Drive, north of Rosedale Street, and south of 96<sup>th</sup> street, adjacent to the existing City limits, located in Pierce County, as described and graphically depicted on Exhibit A and Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately 216 acres of property depicted on Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and
- B. All property within the area described and graphically depicted on Exhibit A and Exhibit B shall be zoned as Medium-Density Residential

(R-2) and Employment District (ED), in accordance with the Gig Harbor Municipal Code, Title 17.

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

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

RESOLVED by the City Council this 28<sup>th</sup> day of April 2008.

APPROVED:

\_\_\_\_\_  
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_

FILED WITH THE CITY CLERK: 04/23/08  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.



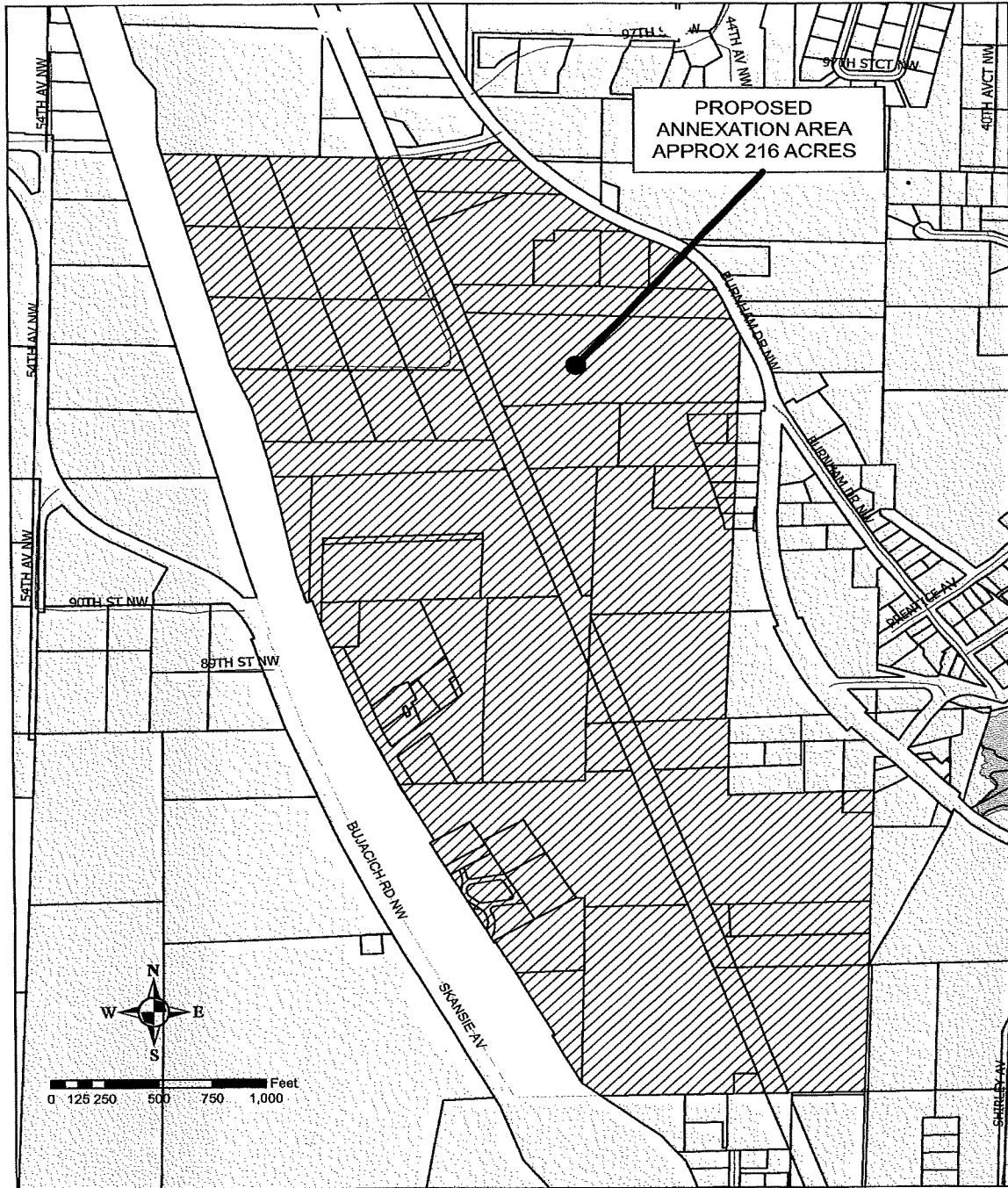
EXHIBIT A

**LEGAL DESCRIPTION**

THAT PORTION OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST AND SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 310 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF SR-16 AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 5280 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 6; THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 1640 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 1565 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 660 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTHERLY ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6 A DISTANCE OF 2370 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF BURNHAM DRIVE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1430 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 6; THENCE CONTINUING NORTHWESTERLY ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 120 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF 96<sup>TH</sup> STREET NW; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 420 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 6; THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 1415 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**Map of Boundaries**





**Subject:** Ordinance updating City building construction and fire safety codes.

**Proposed Council Action:**

Approve Ordinance \_\_\_\_\_, adopting updated Building construction and fire safety codes in accordance with State law (RCW 19.27.031)

**Dept. Origin:** Building/Fire Safety

**Prepared by:** D. Bower

**For Agenda of:** April 28, 2008

**Exhibits:**

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** RBK 4/23/08

**Approved as to form by City Atty:** DP 4/23/08

**Approved by Finance Director:** DP 4/23/08

**Approved by Department Head:** DB

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

On July 1, 2007 the State of Washington put into effect the new State Building Code pursuant to 19.27 and 70.92 RCW. This included the adoption of the 2006 editions of the International Building, Fire, Mechanical, and Fuel Gas Codes as well as the 2006 ed. of the Uniform Plumbing Code, and the 2006 ed. of the WA. St. Energy Code and Ventilation and Indoor Air Quality Code. State law requires that local jurisdictions charged with administration of building code programs enforce, at a minimum, the State Building Code.

The ordinance before the Council proposes to adopt the codes specified in the State Building Code as amended by the State, with certain local amendments to the administrative chapters, and the addition of selected appendix chapters considered relevant to building construction and development in the City. In addition, the International Existing Building Code is proposed to provide desired clarification and guidance on the application of the International Codes to existing buildings; and the Uniform Code for the Abatement of Dangerous Buildings is proposed to provide guidance in the abatement of buildings and structures presenting a fire, life or safety hazard to the public due to structural failure or dilapidation.

**FISCAL CONSIDERATION**

Adoption of the State Building Code has required the purchase of code and reference books and other publications necessary for the effective application and enforcement of the new

codes. In addition, staff training is being provided on an ongoing basis to educate staff in the intent, interpretation and application of the new codes. Funding for the necessary training and publications was included in both the 2007 and 2008 budgets.

**BOARD OR COMMITTEE RECOMMENDATION**

The Building Code Advisory Board met to consider the ordinance on Nov. 6, 2007 and unanimously endorsed the ordinance adoption.

**RECOMMENDATION / MOTION**

**Move to:** Approve Ordinance XXX adopting the 2006 editions of the International Building, Residential, Mechanical, Fuel Gas, Fire, and Existing Building Codes, the 2006 edition of the Uniform Plumbing Code, the 1997 ed. of the Uniform Code for the Abatement of Dangerous Buildings, the 2006 Washington State Energy Code, the 2006 Washington State Ventilation and Indoor Air Quality Code, and Washington State Historic Building Code as compiled and amended by the State of Washington by reference, as well as certain local amendments to the Gig Harbor Municipal Code.

**ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING AND CONSTRUCTION, ADOPTING THE 2006 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL EXISTING BUILDING CODE AND THE UNIFORM PLUMBING CODE BY REFERENCE, ADOPTING THE WASHINGTON ENERGY CODE, THE WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE AND HISTORIC BUILDING CODE BY REFERENCE, AS WELL AS MAKING CERTAIN CLEAN-UP AMENDMENTS TO CHANGE THE TITLE OF THE CODE ENFORCEMENT OFFICER, ELIMINATE EXCEPTIONS TO EXIT SIGN REQUIREMENTS IN CERTAIN CIRCUMSTANCES, ELIMINATE THE BUILDING PERMIT EXEMPTION FOR OIL DERRICKS, TEMPORARY STAGE SETS, CERTAIN POOLS, SHADE CLOTH STRUCTURES AND PARTITIONS, REQUIRING SLIP IDENTIFICATION IN MARINAS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 15.06.020, 15.06.060, 15.08.021, 15.08.090, 15.10.020, 15.16.162, 15.16.180, 15.16.190, 15.18.110, 15.18.120, AND REPEALING SECTION 15.18.100.**

---

WHEREAS, the Washington State Legislature adopted the state building code, to be effective in all counties and cities in Washington (RCW 19.27.031); and

WHEREAS, the state building code is comprised of a number of published codes, which are adopted by reference in the 2006 editions; and

WHEREAS, the City needs to adopt the 2006 editions locally, for enforcement purposes; and

WHEREAS, the City of Gig Harbor may adopt local amendments to the building code, consistent with chapter 19.27 RCW; and

Whereas, the City finds that the local amendments contained herein are desirable to protect the public;

Now, therefore:

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

Section 1. Section 15.06.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.06.020 State building code adoption.**

The following codes, together with the specifically identified appendices and the amendments in the Washington Administrative Code (WAC), Second Edition (dated July 1, 2005) and as further amended in this title, are hereby adopted by reference:

A. The International Building Code, 2003 6 Edition, as published by the International Code Council, Inc., including Appendix J, and as amended pursuant to Chapter 51-50 WAC;

B. The International Residential Code, 2003 6 Edition, as published by the International Code Council, Inc., including Appendix Chapter G, as amended pursuant to Chapter 51-51 WAC;

C. The International Mechanical Code, 2003 6 Edition, as published by the International Code Council, Inc., including Appendix A, as amended pursuant to Chapter 51-52 WAC;

D. The International Fire Code, 2003 6 Edition, as published by the International Code Council, Inc., including Chapter 46 and Appendix Chapters B and C, as amended pursuant to Chapter 51-54 WAC;

E. The Uniform Plumbing Code, 2003 6 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended pursuant to Chapter 51-56 WAC and the Uniform Plumbing Code Standards (Appendices A, B and H I to the Uniform Plumbing Code), as amended pursuant to Chapter 51-57 WAC;

F. The International Existing Building Code, 2003 6 Edition, as published by the International Code Council, Inc.;

G. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials;

H. The Washington State Energy Code as published by the Washington State Building Code Council, pursuant to Chapter 51-11 WAC;

I. The Washington State Ventilation and Indoor Air Quality Code as published by the Washington State Building Code Council, pursuant to Chapter 51-13 WAC; and

J. The Historic Building Code, as written by the Washington State Building Code Council, pursuant to Chapter 51-19 WAC.

Section 2. Section 15.06.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.06.060 Definitions.** The following definitions shall apply when used in this title:

~~Building Official/Fire Marshal.~~ Building and Fire Safety Director. Wherever the terms “building official,” “code official,” “fire code official,” “authority having jurisdiction,” or other reference to the chief code enforcement official is used in this title, it shall mean the “building official/fire marshal building and fire safety director” of the city of Gig Harbor. (Ord. 983 § 2, 2005).

Building and Fire Safety Department. Wherever the terms “Building Department,” “authority having jurisdiction,” “Department of Building Safety,” “Department of Mechanical Inspection,” “Department of Fire Prevention,” “Department of Inspection” or other reference to the department responsible for enforcement of the City building code is used in this title it shall mean the Building and Fire Safety Department of the City of Gig Harbor.

Section 3. Section 15.08.021 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.08.021 Amendment to IBC Section 106.**

Section 106 of the IBC is amended to read as follows:

106.1 Submittal documents. Construction documents, ~~special inspection and structural observation programs,~~ statement of special inspections and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction where the project is to be constructed. Where special conditions exist, the

building official is authorized to require additional construction documents to be prepared by a registered design professional.

Multiunit residential structures and rehabilitative construction. Any person applying for a building permit for construction of a multiunit residential building or rehabilitative construction shall submit building enclosure design documents to the appropriate building department prior to the start of construction or rehabilitative construction of the building enclosure. If construction work on a building enclosure is not rehabilitative construction because the cost thereof is not more than five percent of the assessed value of the building, then the person applying for the building permit shall submit to the building department a letter so certifying. Any changes to the building enclosure design documents that alter the manner in which the building or its components is waterproofed, weatherproofed, and otherwise protected from water or moisture intrusion shall be stamped by an architect or engineer and shall be provided to the building department and to the person conducting the course of construction inspection in a timely manner to permit such person to inspect for compliance therewith, and may be provided through individual updates, cumulative updates, or as-built updates.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

Section 4. Section 15.08.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.08.090 Amendment to IBC Section 1011.1**

Section 1011.1 of the IBC is hereby amended to read as follows:

1011.1 Where required. Exit and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in a corridor is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

Exceptions:

~~1. Exit signs are not required in rooms or areas that require only one exit or exit access.~~

2 1. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.

~~3~~ 2. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 and R-3.



4 ~~3~~. Exit signs are not required in sleeping areas in occupancies in Group I-3.

5 ~~4~~. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

Section 5. Section 15.10.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.10.020 Amendment to IRC Section R105.2.**

Section R105.2 is amended to read as follows:

105.2 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or cause such work to be done, shall first make application to the building official and obtain the required permit.

105.2.1 Work exempt from permit: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, play houses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>).

2. Fences not over 6 feet (1,829 mm) high.

3. ~~Oil derricks. Retaining walls which are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.~~

4. ~~Retaining walls which are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.~~

5 ~~4~~. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.

~~6 5.~~ Sidewalks, driveways and platforms not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.

~~7 6.~~ Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

~~8.~~ Temporary motion picture, television and theater stage sets and scenery.

~~9 7.~~ Prefabricated swimming pools accessory to a Group R-3 occupancy, as applicable in Section 101.2, which that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

~~10.~~ Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.

~~11 8.~~ Swings and other playground equipment accessory to detached one and two family dwellings.

~~12 9.~~ Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of Group R-3, as applicable in Section 101.2 and Group U occupancies.

~~13.~~ Movable cases, counters and partitions not over 5 feet 0 inches (1,753 mm) in height.

**Electrical:**

Electrical permits, inspections and approvals shall be under the jurisdiction of the Washington State Department of Labor and Industries, Electrical Section.

**Gas:**

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

**Mechanical:**

1. Portable heating appliance.
8. Portable ventilation equipment.
9. Portable cooling unit.
10. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

11. Replacement of any part which does not alter its approval or make it unsafe.

12. Portable evaporative cooler.

13. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

3. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

4. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require replacement or rearrangement of valves, pipes or fixtures.

Section 6. Section 15.16.162 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.16.162 Amendment to IFC Section 903.3.7**

Section 903.3.7 of the IFC is amended to read as follows:

903.3.7 Fire department connections. The location of fire department connections shall be approved by the fire code official.

903.3.7.1 Positive connection. Inlet connection fittings shall be positively secured to the fire department connection piping in an approved manner to deter theft.

Section 7. Section 15.16.180 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.16.180 Amendment to IFC Section 1011.1**

Section 1011.1 is amended to read as follows:

1011.1 Where required. Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Access to exits shall be marked by readily visible

exit signs in cases where the exit or path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in a corridor is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

**Exceptions:**

1. ~~Exit signs are not required in rooms or areas that require only one exit or exit access.~~
2. 1. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the fire code official.
3. 2. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 or R-3.
4. 3. Exit signs are not required in sleeping areas in occupancies in Group I-3
5. 4. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

Section 8. Section 15.16.190 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.16.190 Amendment to IFC Chapter 46.**

IFC Chapter 46 is amended to read:

Chapter 46

MARINAS

Section 4601

Section 4601.1 Scope. Marina facilities shall be in accordance with this chapter.

4601.1.1 Plans and approvals. Plans for marina fire-protection facilities shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.

4601.1.2 Permits. Permits are required to use open flame devices for maintenance or repair on vessels, floats, piers or wharves.

**Section 4602  
Definitions**

Section 4602.1 Definitions. The following words and terms shall, for the purpose of this chapter and as used elsewhere in this code, have the meanings shown herein.

**COVERED BOAT MOORAGE** is a pier or system of floating or fixed access ways to which vessels on water may be secured and any portion of which are covered by a roof.

**DRAFT CURTAIN** is a structure arranged to limit the spread of smoke and heat along the underside of the ceiling or roof.

**FLOAT** is a floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes.

**GRAVITY-OPERATED DROP OUT VENTS** are automatic smoke and heat vents containing heat-sensitive glazing designed to shrink and drop out of the vent openings when exposed to fire.

**MARINA** is any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structures or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.

**PIER** is a structure built over the water, supported by pillars or piles, and used as a landing place, pleasure pavilion or similar purpose.

**VESSEL** is watercraft of any type, other than seaplanes on the water, used or capable of being used as a means of transportation. Included in this definition are non-transportation vessels such as houseboats and boathouses.

**WHARF** is a structure or bulkhead constructed of wood, stone, concrete or similar material built at the shore of a harbor, lake or river for vessels to lie alongside of, and piers or floats to be anchored to.

**Section 4603  
General Precautions**

4603.1 Combustible Debris. Combustible debris and rubbish shall not be deposited or accumulated on land beneath marina structures, piers or wharves.

4603.2 Sources of Ignition. The use of open flame devices for lighting or decoration on the exterior of a vessel, float, pier or wharf shall have the prior approval of the building official/fire marshal.

4603.3 Flammable or Combustible Liquid Spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities.

4603.4 Rubbish Containers. Containers with tight-fitting or self-closing lids shall be provided for the temporary storage of combustible trash or rubbish.

4603.5 Electrical Equipment. Electrical equipment shall be installed and used in accordance with its listing and Section 605 of the IFC as required for wet, damp and hazardous locations.

4603.6 Slip Identification. Slips and mooring spaces shall be individually identified by an approved numeric or alphabetic designator. Space designators shall be posted at the space. Signs indicating the space designators located on finger piers and floats shall be posted at the base of all piers, finger piers, floats, and finger floats.

#### Section 4604 FIRE-PROTECTION

4604.1 General. Marinas, piers, wharves, floats with facilities for mooring or servicing five or more vessels, and marine motor vehicle fuel-dispensing stations shall be equipped with fire-protection equipment in accordance with Section 4604.

4604.2 Standpipes. Marinas shall be equipped throughout with Class I manual, dry standpipe systems in accordance with NFPA 303. Systems shall be provided with outlets located such that no point on the marina pier or float system exceeds 150 feet from a standpipe outlet.

4604.2.1 Identification of standpipe outlets. Standpipe outlet locations shall be clearly identified by a flag or other approved means designed to be readily visible from the pier accessing the float system.

4604.3 Access and Water Supply. Piers and wharves shall be provided with fire apparatus access roads and water-supply systems with on-site fire hydrants when required by the fire code official. At least one fire hydrant capable of providing the required fire flow shall be provided within an approved distance of standpipe supply connections.

4604.4 Portable Fire Extinguishers. One 4A:40BC fire extinguisher shall be provided at each standpipe outlet. Additional fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with Section 906.

4604.5 Communications. A telephone not requiring a coin to operate or other approved, clearly identified means to notify the fire department shall be provided on the site in a location approved by the code official.

**4604.6 Equipment staging areas.** Space shall be provided on all float systems for the staging of emergency equipment. Staging areas shall provide a minimum of 4 feet wide by 10 feet long clear area exclusive of walkways and shall be located at each standpipe outlet. Staging areas shall be provided with barriers having a minimum height of 4 inches and a maximum space between the bottom barrier edge and surface of the staging area of 2 inches on the outboard sides to prevent loss of equipment overboard. A sign reading "Fire Equipment Staging Area-Keep Clear" shall be provided at each staging area to prevent obstruction.

**4604.7 Smoke and heat vents.** Approved automatic smoke and heat vents shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m<sup>2</sup>) in area, excluding roof overhangs.

Exception: Smoke and heat vents are not required in areas protected by automatic sprinklers.

**4604.7.1 Design and installation.** Where smoke and heat vents are required they shall be installed near the roof peak, evenly distributed and arranged so that at least one vent is over each covered berth. The effective vent area shall be calculated using a ratio of one square foot of vent to every fifteen square feet of covered berth area (1:15). Each vent shall provide a minimum opening size of 4 ft. x 4 ft.

**4604.7.1.1 Smoke and heat vents.** Smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at-between 100°F (56°C) above ambient.

Exception: Gravity-operated drip out vents.

**4604.7.1.2 Gravity-operated drop out vents.** Gravity-operated drop out vents shall fully open within 5 minutes after the vent cavity is exposed to a simulated fire represented by a time-temperature gradient that reaches an air temperature of 500°F (260°C) within 5 minutes.

**4604.8 Draft curtains.** Draft curtains shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m<sup>2</sup>) in area excluding roof overhangs.

Exception: Draft curtains are not required in areas protected by automatic sprinklers.

**4604.8.1 Draft curtain construction.** Draft curtains shall be constructed of sheet metal, gypsum board or other approved materials that provide equivalent performance to resist the passage of smoke. Joints and connections shall be smoke tight.

**4604.8.2 Draft curtain location and depth.** The maximum area protected by draft curtains shall not exceed 2,000 square feet (186 m<sup>2</sup>) or two slips or berths, whichever is smaller. Draft curtains shall not extend past the

piling line. Draft curtains shall have a minimum depth of 4 feet and shall not extend closer than 8 feet (2438 mm) to the walking surface of the pier

Section 4607  
MARINE MOTOR VEHICLE FUEL-DISPENSING STATIONS

4607.1 Fuel-Dispensing. Marine motor vehicle fuel-dispensing stations shall be in accordance with IFC Chapter 22.

Section 8. Section 15.18.100 of the Gig Harbor Municipal Code is hereby repealed.

Section 9. Section 15.18.110 of the Gig Harbor Municipal Code is hereby amended to read as follows:

Section 309.2 of the IEBC is amended as follows:

**15.18.110 Amendment to IEBC Section ~~408.1~~ 507.**

Section ~~408.1~~ 507 of the IEBC is amended as follows:

~~408.1~~507 Scope. Existing electrical wiring and equipment undergoing repair shall be allowed to be repaired or replaced with like material as approved by the State of Washington, Department of Labor and Industries, Electrical Section.

Section 10. Section 15.18.120 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.18.120 Amendment to IEBC Section 12 ~~301.2~~.**

Section 12 ~~301.2~~ of the IEBC is amended as follows:

12 ~~301.2~~ Applicability. Structures existing prior to the date of adoption of this code, in which there is work involving additions, alterations, or changes of occupancy shall be made to conform with the requirements of this chapter or the provisions of Chapters 4 through 10 ~~2~~. The provisions of Sections 12 ~~301.2.1~~ through 12 ~~301.2.5~~ shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, and S. These provisions shall not apply to buildings with occupancies in Group H or Group I.

Section 11. 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 12. Copies of Codes Filed with City Clerk. Pursuant to RCW 35A.12.140, copies of all of the codes adopted by reference in this Ordinance have been filed with the City Clerk for use and examination by the public prior to adoption.

Section 13. 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: \_\_\_\_\_



**Subject:** Ordinance updating City building construction and fire safety codes.

**Proposed Council Action:**

Approve Ordinance \_\_\_\_\_, adopting updated Building construction and fire safety codes in accordance with State law (RCW 19.27.031)

**Dept. Origin:** Building/Fire Safety

**Prepared by:** D. Bower

**For Agenda of:** April 28, 2008

**Exhibits:**

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** RBK 4/23/08

**Approved as to form by City Atty:** DP 4/23/08

**Approved by Finance Director:** DP 4/23/08

**Approved by Department Head:** DB

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

On July 1, 2007 the State of Washington put into effect the new State Building Code pursuant to 19.27 and 70.92 RCW. This included the adoption of the 2006 editions of the International Building, Fire, Mechanical, and Fuel Gas Codes as well as the 2006 ed. of the Uniform Plumbing Code, and the 2006 ed. of the WA. St. Energy Code and Ventilation and Indoor Air Quality Code. State law requires that local jurisdictions charged with administration of building code programs enforce, at a minimum, the State Building Code.

The ordinance before the Council proposes to adopt the codes specified in the State Building Code as amended by the State, with certain local amendments to the administrative chapters, and the addition of selected appendix chapters considered relevant to building construction and development in the City. In addition, the International Existing Building Code is proposed to provide desired clarification and guidance on the application of the International Codes to existing buildings; and the Uniform Code for the Abatement of Dangerous Buildings is proposed to provide guidance in the abatement of buildings and structures presenting a fire, life or safety hazard to the public due to structural failure or dilapidation.

**FISCAL CONSIDERATION**

Adoption of the State Building Code has required the purchase of code and reference books and other publications necessary for the effective application and enforcement of the new

codes. In addition, staff training is being provided on an ongoing basis to educate staff in the intent, interpretation and application of the new codes. Funding for the necessary training and publications was included in both the 2007 and 2008 budgets.

**BOARD OR COMMITTEE RECOMMENDATION**

The Building Code Advisory Board met to consider the ordinance on Nov. 6, 2007 and unanimously endorsed the ordinance adoption.

**RECOMMENDATION / MOTION**

**Move to:** Approve Ordinance XXX adopting the 2006 editions of the International Building, Residential, Mechanical, Fuel Gas, Fire, and Existing Building Codes, the 2006 edition of the Uniform Plumbing Code, the 1997 ed. of the Uniform Code for the Abatement of Dangerous Buildings, the 2006 Washington State Energy Code, the 2006 Washington State Ventilation and Indoor Air Quality Code, and Washington State Historic Building Code as compiled and amended by the State of Washington by reference, as well as certain local amendments to the Gig Harbor Municipal Code.

**ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING AND CONSTRUCTION, ADOPTING THE 2006 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL EXISTING BUILDING CODE AND THE UNIFORM PLUMBING CODE BY REFERENCE, ADOPTING THE WASHINGTON ENERGY CODE, THE WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE AND HISTORIC BUILDING CODE BY REFERENCE, AS WELL AS MAKING CERTAIN CLEAN-UP AMENDMENTS TO CHANGE THE TITLE OF THE CODE ENFORCEMENT OFFICER, ELIMINATE EXCEPTIONS TO EXIT SIGN REQUIREMENTS IN CERTAIN CIRCUMSTANCES, ELIMINATE THE BUILDING PERMIT EXEMPTION FOR OIL DERRICKS, TEMPORARY STAGE SETS, CERTAIN POOLS, SHADE CLOTH STRUCTURES AND PARTITIONS, REQUIRING SLIP IDENTIFICATION IN MARINAS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 15.06.020, 15.06.060, 15.08.021, 15.08.090, 15.10.020, 15.16.162, 15.16.180, 15.16.190, 15.18.110, 15.18.120, AND REPEALING SECTION 15.18.100.**

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WHEREAS, the Washington State Legislature adopted the state building code, to be effective in all counties and cities in Washington (RCW 19.27.031); and

WHEREAS, the state building code is comprised of a number of published codes, which are adopted by reference in the 2006 editions; and

WHEREAS, the City needs to adopt the 2006 editions locally, for enforcement purposes; and

WHEREAS, the City of Gig Harbor may adopt local amendments to the building code, consistent with chapter 19.27 RCW; and

Whereas, the City finds that the local amendments contained herein are desirable to protect the public;

Now, therefore:

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

Section 1. Section 15.06.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.06.020 State building code adoption.**

The following codes, together with the specifically identified appendices and the amendments in the Washington Administrative Code (WAC), Second Edition (dated July 1, 2005) and as further amended in this title, are hereby adopted by reference:

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B. The International Residential Code, 2003 6 Edition, as published by the International Code Council, Inc., including Appendix Chapter G, as amended pursuant to Chapter 51-51 WAC;

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I. The Washington State Ventilation and Indoor Air Quality Code as published by the Washington State Building Code Council, pursuant to Chapter 51-13 WAC; and

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Section 2. Section 15.06.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.06.060 Definitions.** The following definitions shall apply when used in this title:

~~Building Official/Fire Marshal.~~ Building and Fire Safety Director. Wherever the terms “building official,” “code official,” “fire code official,” “authority having jurisdiction,” or other reference to the chief code enforcement official is used in this title, it shall mean the “building official/fire marshal building and fire safety director” of the city of Gig Harbor. (Ord. 983 § 2, 2005).

Building and Fire Safety Department. Wherever the terms “Building Department”, “authority having jurisdiction”, “Department of Building Safety”, “Department of Mechanical Inspection”, “Department of Fire Prevention”, “Department of Inspection” or other reference to the department responsible for enforcement of the City building code is used in this title it shall mean the Building and Fire Safety Department of the City of Gig Harbor.

Section 3. Section 15.08.021 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.08.021 Amendment to IBC Section 106.**

Section 106 of the IBC is amended to read as follows:

106.1 Submittal documents. Construction documents, ~~special inspection and structural observation programs,~~ statement of special inspections and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction where the project is to be constructed. Where special conditions exist, the

building official is authorized to require additional construction documents to be prepared by a registered design professional.

Multiunit residential structures and rehabilitative construction. Any person applying for a building permit for construction of a multiunit residential building or rehabilitative construction shall submit building enclosure design documents to the appropriate building department prior to the start of construction or rehabilitative construction of the building enclosure. If construction work on a building enclosure is not rehabilitative construction because the cost thereof is not more than five percent of the assessed value of the building, then the person applying for the building permit shall submit to the building department a letter so certifying. Any changes to the building enclosure design documents that alter the manner in which the building or its components is waterproofed, weatherproofed, and otherwise protected from water or moisture intrusion shall be stamped by an architect or engineer and shall be provided to the building department and to the person conducting the course of construction inspection in a timely manner to permit such person to inspect for compliance therewith, and may be provided through individual updates, cumulative updates, or as-built updates.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

Section 4. Section 15.08.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.08.090 Amendment to IBC Section 1011.1**

Section 1011.1 of the IBC is hereby amended to read as follows:

1011.1 Where required. Exit and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in a corridor is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

Exceptions:

~~1. Exit signs are not required in rooms or areas that require only one exit or exit access.~~

2 1. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.

~~3~~ 2. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 and R-3.



4 ~~3~~. Exit signs are not required in sleeping areas in occupancies in Group I-3.

5 ~~4~~. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

Section 5. Section 15.10.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.10.020 Amendment to IRC Section R105.2.**

Section R105.2 is amended to read as follows:

105.2 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or cause such work to be done, shall first make application to the building official and obtain the required permit.

105.2.1 Work exempt from permit: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, play houses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>).

2. Fences not over 6 feet (1,829 mm) high.

3. ~~Oil derricks. Retaining walls which are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.~~

4. ~~Retaining walls which are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.~~

5 ~~4~~. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.

~~6 5.~~ Sidewalks, driveways and platforms not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.

~~7 6.~~ Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

~~8.~~ Temporary motion picture, television and theater stage sets and scenery.

~~9 7.~~ Prefabricated swimming pools accessory to a Group R-3 occupancy, as applicable in Section 101.2, which that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

~~10.~~ Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.

~~11 8.~~ Swings and other playground equipment accessory to detached one and two family dwellings.

~~12 9.~~ Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of Group R-3, as applicable in Section 101.2 and Group U occupancies.

~~13.~~ Movable cases, counters and partitions not over 5 feet 0 inches (1,753 mm) in height.

Electrical:

Electrical permits, inspections and approvals shall be under the jurisdiction of the Washington State Department of Labor and Industries, Electrical Section.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
8. Portable ventilation equipment.
9. Portable cooling unit.
10. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

11. Replacement of any part which does not alter its approval or make it unsafe.

12. Portable evaporative cooler.

13. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

3. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

4. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require replacement or rearrangement of valves, pipes or fixtures.

Section 6. Section 15.16.162 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.16.162 Amendment to IFC Section 903.3.7**

Section 903.3.7 of the IFC is amended to read as follows:

903.3.7 Fire department connections. The location of fire department connections shall be approved by the fire code official.

903.3.7.1 Positive connection. Inlet connection fittings shall be positively secured to the fire department connection piping in an approved manner to deter theft.

Section 7. Section 15.16.180 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.16.180 Amendment to IFC Section 1011.1**

Section 1011.1 is amended to read as follows:

1011.1 Where required. Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Access to exits shall be marked by readily visible

exit signs in cases where the exit or path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in a corridor is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

**Exceptions:**

1. ~~Exit signs are not required in rooms or areas that require only one exit or exit access.~~
2. 1. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the fire code official.
3. 2. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 or R-3.
4. 3. Exit signs are not required in sleeping areas in occupancies in Group I-3
5. 4. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

Section 8. Section 15.16.190 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.16.190 Amendment to IFC Chapter 46.**

IFC Chapter 46 is amended to read:

Chapter 46

MARINAS

Section 4601

Section 4601.1 Scope. Marina facilities shall be in accordance with this chapter.

4601.1.1 Plans and approvals. Plans for marina fire-protection facilities shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.

4601.1.2 Permits. Permits are required to use open flame devices for maintenance or repair on vessels, floats, piers or wharves.

**Section 4602  
Definitions**

Section 4602.1 Definitions. The following words and terms shall, for the purpose of this chapter and as used elsewhere in this code, have the meanings shown herein.

**COVERED BOAT MOORAGE** is a pier or system of floating or fixed access ways to which vessels on water may be secured and any portion of which are covered by a roof.

**DRAFT CURTAIN** is a structure arranged to limit the spread of smoke and heat along the underside of the ceiling or roof.

**FLOAT** is a floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes.

**GRAVITY-OPERATED DROP OUT VENTS** are automatic smoke and heat vents containing heat-sensitive glazing designed to shrink and drop out of the vent openings when exposed to fire.

**MARINA** is any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structures or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.

**PIER** is a structure built over the water, supported by pillars or piles, and used as a landing place, pleasure pavilion or similar purpose.

**VESSEL** is watercraft of any type, other than seaplanes on the water, used or capable of being used as a means of transportation. Included in this definition are non-transportation vessels such as houseboats and boathouses.

**WHARF** is a structure or bulkhead constructed of wood, stone, concrete or similar material built at the shore of a harbor, lake or river for vessels to lie alongside of, and piers or floats to be anchored to.

**Section 4603  
General Precautions**

4603.1 Combustible Debris. Combustible debris and rubbish shall not be deposited or accumulated on land beneath marina structures, piers or wharves.

4603.2 Sources of Ignition. The use of open flame devices for lighting or decoration on the exterior of a vessel, float, pier or wharf shall have the prior approval of the building official/fire marshal.

4603.3 Flammable or Combustible Liquid Spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities.

4603.4 Rubbish Containers. Containers with tight-fitting or self-closing lids shall be provided for the temporary storage of combustible trash or rubbish.

4603.5 Electrical Equipment. Electrical equipment shall be installed and used in accordance with its listing and Section 605 of the IFC as required for wet, damp and hazardous locations.

4603.6 Slip Identification. Slips and mooring spaces shall be individually identified by an approved numeric or alphabetic designator. Space designators shall be posted at the space. Signs indicating the space designators located on finger piers and floats shall be posted at the base of all piers, finger piers, floats, and finger floats.

#### Section 4604 FIRE-PROTECTION

4604.1 General. Marinas, piers, wharves, floats with facilities for mooring or servicing five or more vessels, and marine motor vehicle fuel-dispensing stations shall be equipped with fire-protection equipment in accordance with Section 4604.

4604.2 Standpipes. Marinas shall be equipped throughout with Class I manual, dry standpipe systems in accordance with NFPA 303. Systems shall be provided with outlets located such that no point on the marina pier or float system exceeds 150 feet from a standpipe outlet.

4604.2.1 Identification of standpipe outlets. Standpipe outlet locations shall be clearly identified by a flag or other approved means designed to be readily visible from the pier accessing the float system.

4604.3 Access and Water Supply. Piers and wharves shall be provided with fire apparatus access roads and water-supply systems with on-site fire hydrants when required by the fire code official. At least one fire hydrant capable of providing the required fire flow shall be provided within an approved distance of standpipe supply connections.

4604.4 Portable Fire Extinguishers. One 4A:40BC fire extinguisher shall be provided at each standpipe outlet. Additional fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with Section 906.

4604.5 Communications. A telephone not requiring a coin to operate or other approved, clearly identified means to notify the fire department shall be provided on the site in a location approved by the code official.

**4604.6 Equipment staging areas.** Space shall be provided on all float systems for the staging of emergency equipment. Staging areas shall provide a minimum of 4 feet wide by 10 feet long clear area exclusive of walkways and shall be located at each standpipe outlet. Staging areas shall be provided with barriers having a minimum height of 4 inches and a maximum space between the bottom barrier edge and surface of the staging area of 2 inches on the outboard sides to prevent loss of equipment overboard. A sign reading "Fire Equipment Staging Area-Keep Clear" shall be provided at each staging area to prevent obstruction.

**4604.7 Smoke and heat vents.** Approved automatic smoke and heat vents shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m<sup>2</sup>) in area, excluding roof overhangs.

Exception: Smoke and heat vents are not required in areas protected by automatic sprinklers.

**4604.7.1 Design and installation.** Where smoke and heat vents are required they shall be installed near the roof peak, evenly distributed and arranged so that at least one vent is over each covered berth. The effective vent area shall be calculated using a ratio of one square foot of vent to every fifteen square feet of covered berth area (1:15). Each vent shall provide a minimum opening size of 4 ft. x 4 ft.

**4604.7.1.1 Smoke and heat vents.** Smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at-between 100°F (56°C) above ambient.

Exception: Gravity-operated drip out vents.

**4604.7.1.2 Gravity-operated drop out vents.** Gravity-operated drop out vents shall fully open within 5 minutes after the vent cavity is exposed to a simulated fire represented by a time-temperature gradient that reaches an air temperature of 500°F (260°C) within 5 minutes.

**4604.8 Draft curtains.** Draft curtains shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m<sup>2</sup>) in area excluding roof overhangs.

Exception: Draft curtains are not required in areas protected by automatic sprinklers.

**4604.8.1 Draft curtain construction.** Draft curtains shall be constructed of sheet metal, gypsum board or other approved materials that provide equivalent performance to resist the passage of smoke. Joints and connections shall be smoke tight.

**4604.8.2 Draft curtain location and depth.** The maximum area protected by draft curtains shall not exceed 2,000 square feet (186 m<sup>2</sup>) or two slips or berths, whichever is smaller. Draft curtains shall not extend past the

piling line. Draft curtains shall have a minimum depth of 4 feet and shall not extend closer than 8 feet (2438 mm) to the walking surface of the pier

Section 4607  
MARINE MOTOR VEHICLE FUEL-DISPENSING STATIONS

4607.1 Fuel-Dispensing. Marine motor vehicle fuel-dispensing stations shall be in accordance with IFC Chapter 22.

Section 8. Section 15.18.100 of the Gig Harbor Municipal Code is hereby repealed.

Section 9. Section 15.18.110 of the Gig Harbor Municipal Code is hereby amended to read as follows:

Section 309.2 of the IEBC is amended as follows:

**15.18.110 Amendment to IEBC Section ~~408.1~~ 507.**

Section ~~408.1~~ 507 of the IEBC is amended as follows:

~~408.1~~507 Scope. Existing electrical wiring and equipment undergoing repair shall be allowed to be repaired or replaced with like material as approved by the State of Washington, Department of Labor and Industries, Electrical Section.

Section 10. Section 15.18.120 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.18.120 Amendment to IEBC Section 12 ~~301.2~~.**

Section 12 ~~301.2~~ of the IEBC is amended as follows:

12 ~~301.2~~ Applicability. Structures existing prior to the date of adoption of this code, in which there is work involving additions, alterations, or changes of occupancy shall be made to conform with the requirements of this chapter or the provisions of Chapters 4 through 10 ~~2~~. The provisions of Sections 12 ~~301.2.1~~ through 12 ~~301.2.5~~ shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, and S. These provisions shall not apply to buildings with occupancies in Group H or Group I.

Section 11. 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 12. Copies of Codes Filed with City Clerk. Pursuant to RCW 35A.12.140, copies of all of the codes adopted by reference in this Ordinance have been filed with the City Clerk for use and examination by the public prior to adoption.

Section 13. 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: \_\_\_\_\_



**Subject:** Resolution – New Process for Small Public Works and Consultant Roster

**Dept. Origin:** Public Works-Engineering

**Prepared by:** Maureen Whitaker *MW*  
Asst. City Clerk

**For Agenda of:** April 28, 2008

**Exhibits:** Resolution and City Small Works and Architecture & Engineering Roster Applications

**Proposed Council Action:** Adopt the Resolution, repealing Resolution 592 to establish a new Small Public Works and Consultant Roster Process.

Initial & Date

**Concurred by Mayor:** *CLH 4/22/08*  
**Approved by City Administrator:** *RGK 4/22/08*  
**Approved as to form by City Atty:** *CAM 4/21/08*  
**Approved by Finance Director:** *GP 4/21/08*  
**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required: \$500 annually	Budgeted: \$0	Required: \$0

**INFORMATION / BACKGROUND**

The city currently maintains two separate rosters for small public works and architects and engineering (consultants), consistent with RCW 39.04.155. Each year, both rosters are re-advertised and updated with new applicants and any new information provided by previous applicants. The city typically receives approximately 75-100 new applications per year. Each applicant's information must be verified with the state, inputted and scanned into Microsoft Access with a hard copy filed as a backup (see attached city applications currently used). Due to the responsibilities that come with maintaining these rosters, most cities' Purchasing departments oversee this type of program. The attached proposed resolution would repeal the city-adopted Resolution 592, that has established a procedure for awarding projects under the small works roster procedure and publish in advance the requirement of professional consultant services.

Municipal Research and Service Center of Washington (MRSC) offers jurisdictions in Washington to join their collective Small Public Works and Consultant Roster(s) that is solely managed and operated by a team at MRSC. Many smaller cities and agencies in Washington have recognized that this online data base provides an efficient, cost-effective tool to search statewide and contact potential bidders thus providing a greater pool of contractors and consultants to select from as well as a thorough comprehensive screening process.

*A little background about the benefits of the Municipal Research Service Center.....MRSC is a non-profit, independent organization created in 1969 to continue programs established in 1934 under the Bureau of Governmental Research at the University of Washington. In 1997, Washington counties joined cities in funding MRSC. Their principal service is to respond to*

inquiries and provide advice and information on all aspects of local government. MRSC's staff experience includes budget and finance, municipal law, public works (with a retired Public Works Director at the "helm"), utilities, and local government policies. The MRSC library contains the state's largest collection of local government reference documents, with over 12,000 volumes. Some of the sample materials that they provide are local ordinances, codes, budgets, comprehensive plans and documents illustrating virtually every function and operation of local government. The City of Gig Harbor also is a contributor to this vast library and has been a user of MRSC for many years.

**FISCAL CONSIDERATION**

In order to participate in this program, an annual fee of \$500 and a contract agreement with MRSC is required. The fee is a sliding scale based upon total capital expenditures per year. City staff time that is utilized to operate our current program is approximately 40 hours per year, which is well above MRSC's annual fee. The city's program is maintained and operated by the Assistant City Clerk and should City Council adopt the proposed ordinance, will continue under the same staff oversight.

**BOARD OR COMMITTEE RECOMMENDATION**

City Attorney Carol Morris has reviewed and approved this membership program and has drafted the proposed resolution.

**RECOMMENDATION / MOTION**

**Move to:** Adopt the Resolution, repealing Resolution 592 to establish a new Small Public Works and Consultant Roster Process.

**RESOLUTION NO. \_\_\_\_  
SMALL PUBLIC WORKS  
AND CONSULTANT ROSTER RESOLUTION**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE ESTABLISHMENT OF A NEW SMALL PUBLIC WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS AND A CONSULTING SERVICES ROSTER FOR ARCHITECTURAL, ENGINEERING AND OTHER PROFESSIONAL SERVICES, REPEALING RESOLUTION 592 AND THE FORMER PROCESS FOR SMALL WORKS ROSTER CONTRACTING.**

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities allow certain contracts to be awarded by a small works roster process; and

WHEREAS, in order to be able to implement small works roster processes, the City of Gig Harbor is required by law to adopt a resolution establishing specific procedures; AND

WHEREAS, on July 22, 2002, the City adopted Resolution No. 592, establishing a procedure for awarding projects under the small works roster procedure; and

WHEREAS, RCW 39.80.030. requires that an agency publish in advance that agency's requirement for professional services and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category or type of professional services and request qualification statements to be kept on file with the agency; and

WHEREAS, the City intends to use a new procedure developed in conjunction with the Municipal Research Services Center (MRSC), which will allow MRSC to publish the City's requirements for small works roster projects and consultants in advance, so that the City will have the advantage of a larger pool of applicants/contractors/consultants; and

WHEREAS, the City believes that allowing MRSC to perform these services will save the City time and money, in that the City is not required to draft and publish its own notices annually; and

WHEREAS, the City recognizes that this procedure may not be appropriate for all types of projects or consultant selection; and

WHEREAS, in order to establish the new procedure and to integrate the City's small works roster procedure with MRSC, the City needs to repeal its former small works roster resolution, No. 592;

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

**Section 1.** Resolution No. 592 is hereby repealed.

**Section 2. MRSC Rosters.** As provided in the contract between the City and MRSC authorized for execution by the Mayor on April 28, 2008, the City may use the MRSC rosters according to this Resolution. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments. Nothing prevents the City from advertising for any small works roster project or consultant through this procedure without use of the MRSC procedure.

**Section 3. Small Public Works Roster**

The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

1. **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alternation, repair, or improvement of real property where the estimated cost does not exceed Two Hundred Thousand Dollars (\$200,000.00), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth herein.

The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the general jurisdiction a notice of the existence of the roster or rosters. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

3. **Telephone or Written Quotations.**

A. The City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established. In addition, the

City shall ensure that contracts are awarded to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) as follows:

(1) The bidder must, at the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW; and

(2) The bidder must have a current state unified business identifier number; and

(3) If applicable, the bidder must have industrial insurance coverage for the bidder's employees working in Washington as required by Title 51 RCW, an employment security department number as required in Title 50 RCW and a state excise tax registration number as required in Title 82 RCW; and

(4) The bidder must not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

The City may establish supplementary bidder criteria under RCW 39.04.350 (2).

B. A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not to be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

C. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equally distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred thousand dollars (\$100,000) to two hundred thousand dollars (\$200,000), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of the determining whether this notice to the remaining contractors is made by:

- (1) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;

- (2) mailing a notice to these contractors; or
- (3) sending a notice to these contractors by facsimile or email.

D. At the time the bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.

E. A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

**4. Limited Public Works Process.**

A. If a work, construction, alteration, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), the City may award such a contract using the limited public works process provided under RCW 39.04.115(3). Public works projects awarded under this subsection are exempt from the other requirements of the small works roster process described above and in RCW 39.04.15(2) and are exempt from the requirement that contracts be awarded after advertisement as required by RCW 39.04.010.

B. For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.350 and subsection 3(A) above.

C. The City may use the limited public works process of this subsection 4 to solicit and award small works roster contracts to small businesses that are registered contractors with gross revenues under one million dollars annually as reported on their federal income tax return. The City may adopt additional procedures to encourage small businesses that are registered contractors with gross revenues under two hundred fifty thousand dollars annually as reported on their federal tax return to submit bids or quotations on small works roster contracts.

D. For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works



project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

E. After an award is made, the quotations shall be open to public inspection and available by electronic request. The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. **Determining Lowest Responsible Bidder.** The City shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bid may be rejected and the governing body may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Section 3(A) of this Resolution, and who meets any supplementary bidder responsibility criteria established by the City.

#### **Section 4. Consulting Services Roster.**

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.
3. **Professional Architectural and Engineering Services** The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce

generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City departments.

PASSED by the City Council this \_\_\_\_\_ day of April, 2008.

APPROVED:

\_\_\_\_\_  
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
CAROL A. MORRIS

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



## SMALL WORKS ROSTER APPLICATION

Dear Contractor:

The City of Gig Harbor invites you to apply to be placed on the Small Works Roster. Please complete and return the Application. Your materials should indicate your specialties and recent projects. E-mail or mail your materials as follows.

E-mail: [whitakerm@cityofgigharbor.net](mailto:whitakerm@cityofgigharbor.net)

City of Gig Harbor

Attention Maureen Whitaker, Assistant City Clerk

3510 Grandview Street, Gig Harbor, WA 98335

FAX: 253.853.7597

Phone: 253.853.7618

**Qualifications.** The City of Gig Harbor seeks companies that:

- Maintain insurance (as specified on the Application);
- Have been in continuous business at least one year prior to Application;
- Have a responsible financial history;
- Have a strong safety rating.

Accepted Applications remain on the Roster without expiration. The City of Gig Harbor may contact you in two years to refresh your information. Rejected Applications are discarded by the City of Gig Harbor, although companies that are rejected may submit a new Application at a later date. The City of Gig Harbor retains that right to reject, remove or suspect a company at any time, based on the City's opinion of performance, responsibility, or failure to respond to inquiries for renewal data. We will contact you by e-mail to confirm the status of your application after the processing has been completed.

We appreciate your interest.

Maureen Whitaker  
Assistant City Clerk



**City of Gig Harbor  
Small Works Roster**

Return this application by mail, E-mail, or fax to:

Maureen Whitaker, Assistant City Clerk  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335  
[doersm@cityofgigharbor.net](mailto:doersm@cityofgigharbor.net)  
Phone: 253.853.7618  
Fax: 253.853.7597

Company Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Contact Person Cell Phone: \_\_\_\_\_

Contact Person Pager: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Company Web Address: \_\_\_\_\_

Business Classification (specify date established as appropriate):

You do not need to have a formal government certification to check these boxes (Self-designated).

Woman Owned                       Minority Owned                       Federal Disadvantaged Business

Individual: \_\_\_\_\_

Partnership: \_\_\_\_\_

Corporation: \_\_\_\_\_

Washington State Contractor License Number: \_\_\_\_\_

*Note: A State Contractor or Specialty License is a minimum requirement to submit an application.*

UBI Number: \_\_\_\_\_ Federal Tax ID Number: \_\_\_\_\_

L&I License Expiration date: (For office use only): \_\_\_\_\_

Would you like your company to be included on our "Emergency Response List"? Yes:  No:   
If Yes, Emergency Contact Phone # \_\_\_\_\_

**MINIMUM QUALIFICATIONS**

Minimum qualifications must be met unless specifically waived by the City of Gig Harbor. The City reserves the right to reject at any time, including after an initial inclusion on the Roster, if the applicant is not responsible in the opinion of the City.

- Do you have a current valid Contractor's license and will you maintain the license while on the Roster? Yes: \_\_\_\_ No: \_\_\_\_
- Have you successfully finished a public-agency construction project? Yes: \_\_\_\_ No: \_\_\_\_
- Have you been in business at least 3 years without interruption: Yes: \_\_\_\_ No: \_\_\_\_
- Do you have a strong claims history, strong safety record (below 1.0 on the L&I rating), and strong financial history? Yes: \_\_\_\_ No: \_\_\_\_

**INSURANCE REQUIREMENTS**

Applicant must have the following minimum insurance coverage in place at the time of application.

General liability insurance of at least \$1,000,000 per occurrence;  
\$1,000,000 aggregate, Combined Single Limit (CSL);  
Automobile liability of at least \$1,000,000 per accident CSL; and  
Ability to name the City of Gig Harbor as an Additional Named Insured by providing a separate endorsement.

Do you currently maintain the minimum required insurance coverage? Yes: \_\_\_\_ No: \_\_\_\_

If no, describe any differences to the specified coverage amounts: \_\_\_\_\_

Are there any current claims that are pending against this insurance policy? Yes: \_\_\_\_ No: \_\_\_\_

**CONTRACTOR FINANCIAL HISTORY**

During the past five years, has the Contractor been involved in any:

- Construction bond forfeiture; Yes: \_\_\_\_ No: \_\_\_\_
- Construction litigation; or Yes: \_\_\_\_ No: \_\_\_\_
- Claims exceeding ten percent of the contract price? Yes: \_\_\_\_ No: \_\_\_\_

**CONTRACTOR HISTORY**

Provide dates for the periods within the past ten years that the Contractor:

Has not been an active Contractor: \_\_\_\_\_ or N/A: \_\_\_\_

Has not been a licensed Contractor: \_\_\_\_\_ or N/A: \_\_\_\_

Has been in bankruptcy, reorganization or receivership: \_\_\_\_\_ or N/A: \_\_\_\_

Has owner been convicted of a felony: \_\_\_\_\_ or N/A: \_\_\_\_

Has the company ever been disqualified by any public agency from participation in public contracts.

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, explain: \_\_\_\_\_

**CONTRACTOR SAFETY EXPERIENCE**

**SOLE PROPRIETOR:** This section will not apply to sole proprietors. Check box if you are a sole proprietor that does not have employees and skip this section.

List Contractor's compensation Experience Modification Rate for the three most recent years. If score is above 1.0 are subject to rejection. This rate is given to you every year from Labor & Industries. Your company receives a multi-page report each year, with these rates indicated. If you don't know this rate, call L&I or check their website at <https://fortress.wa.gov/lni/crpsil/>. If you need assistance, call Maureen Whitaker at City of Gig Harbor at 253.853.7618.

2005 \_\_\_\_\_ 2006 \_\_\_\_\_ 2007 \_\_\_\_\_

*Please use the most recent year's OSHA log to provide the following:*

- Number of lost workday cases: \_\_\_\_\_
- Number of fatalities: \_\_\_\_\_

Does the Contractor conduct project safety inspections? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Does the Contractor have a written Safety Program? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Does the Contractor have a safety orientation program for new hires? Yes: \_\_\_\_\_ No: \_\_\_\_\_

How frequently do on-site crews hold safety meetings? Yes: \_\_\_\_\_ No: \_\_\_\_\_

**List 3 jobs performed for a public agency. Include private jobs only if needed to fulfill the list. Those companies that do not yet have 3 public jobs may be rejected.**

**Name: of Project #1:** \_\_\_\_\_

Agency/Owner's Name: \_\_\_\_\_

Contact Name and Phone: \_\_\_\_\_

Prime Contractor and Phone: (if not your firm): \_\_\_\_\_

Dollar amount of your portion of the work: \_\_\_\_\_

Month and year project completed: \_\_\_\_\_

**Name: of Project #2:** \_\_\_\_\_

Agency/Owner's Name: \_\_\_\_\_

Contact Name and Phone: \_\_\_\_\_

Prime Contractor and Phone: (if not your firm): \_\_\_\_\_

Dollar amount of your portion of the work: \_\_\_\_\_

Month and year project completed: \_\_\_\_\_

**Name: of Project #3:** \_\_\_\_\_

Agency/Owner's Name: \_\_\_\_\_

Contact Name and Phone: \_\_\_\_\_

Prime Contractor and Phone: (if not your firm): \_\_\_\_\_

Dollar amount of your portion of the work: \_\_\_\_\_

Month and year project completed: \_\_\_\_\_

**Company Signature:** \_\_\_\_\_

I swear under penalty of perjury that the above and attached information is correct and there are no know personal and/or organization conflicts of interest which are prohibited by law.

<i>City Authorizing Signature:</i>	
_____	_____
Maureen Whitaker, Assistant City Clerk - City of Gig Harbor	Date

**The following identifies your company's specialties. Mark any and all services you perform. Provide comments if desired:**

**Demolition:**

- Property Refuse Removal/Disposal
- Building Demolition
- Building/Structure Moving
- Asphalt Demolition
- Structure Demolition
- Hazardous Material Removal/Abatement
- Petroleum Contaminated Soil Removal

**Vegetation:**

- Tree Trimming/Removal
- Stump Grinding/Removal
- Vegetation Disposal
- Vegetation Spraying
- Mechanical Brush Control
- Reforestation
- Tree Transplanting

**Earthwork:**

- Excavation and Trucking
- Grading
- Erosion Control
- Dump Truck Hauling
- Horizontal Boring/Drilling
- Landslide Repair
- Trenchless Pipe Installation
- Water Well Drilling
- Well Rehabilitation

- Pump Service Work
- Drilled Shafts

**Drainage:**

- Storm Drainage Construction
- Storm Drainage Cleaning

**Sanitary Sewers:**

- Side Service Construction
- Temporary Sanitary Sewer Bypass Pumping
- Repairing Sanitary Sewers – Internally
- Sanitary Sewer Pump Station
- Sanitary Sewer Television Inspection
- Sanitary Sewer Cleaning
- Sewer Grouting and Sealing
- Hot Tapping (Sewer Taps)
- Manhole Rehabilitation

**Roadway Work:**

- Concrete Sidewalks/Curbs/Gutters/Driveways
- Mud-Jacking
- Asphalt and Concrete Pavement
- Asphalt Chip Seals
- Slurry Seal
- ADA Detectable Warnings
- Rockeries
- Gravity Block Walls
- Pavement Repair
- Manhole and Valve Adjustments
- Roadway Construction
- Thermoplastic Pavement Markings
- Paint Striping
- Guardrail Installation
- Street Sweeping
- Raised Pavement Markings
- Traffic Sign Installation
- Asphalt Seal Coating
- Asphalt Crack Filling
- Concrete Retaining Walls
- Concrete Barrier/Permanent & Temporary
- Concrete Recycling
- Waterproofing/Coating/Sealants
- Snow Removal

**Water/Treatment:**

- Location Underground Facilities
- Leak Detection Service
- Watermain Construction
- Fire Hydrant Installation



- Water Treatment Systems
- Hot Tapping (Watermain Construction)
- Water Tank Painting/Fabrication
- Water Pump Station

**Electrical/Telephone:**

- Electrical Inspection
- Electrical Construction
- Computer/Telephone Cable Construction
- Street Light Installation
- Street Light Maintenance
- Traffic Loop Installation
- Telephone Wiring/Installations
- Traffic Signal Installation
- Traffic Counting Systems Installation
- Fiber Optics
- Instrumentation/Control Panels
- Low Voltage Electric
- UPS System Repair

**Site Improvements:**

- Wood Metallic, Wire Fencing and Gates
- Chainlink Fencing and Gates
- Hydraulic Gate Installations
- Netting
- Overhead Doors
- Garage Door Installation
- Hydroseeding
- Irrigation Systems
- Landscaping
- Power Washing/High Pressure Cleaning
- Industrial Cleaning and Vacuuming
- Sign Installation
- Playground Equipment Installation
- Underground Storage Tank (UST) Installation/Removal/Retrofit
- Rip Rap
- Toilet Construction/Access
- Turf Renovation
- Buildings Metal Pole
- Athletic Surfacing Systems
- Playfield Lighting Installation
- Machinery Moving/Installation
- Operated Equipment Rental
- Fiberglass Railing Systems
- Docks, Bridges, Piling, Wharfs and Floats
- Diving Services

- Sports Turf Drainage

**Concrete Masonry:**

- Coring/Drilling
- Restoration and Cleaning
- Concrete Cutting/Concrete Sacking
- Masonry Construction
- Pre-Cast Concrete Wheel Stops
- Concrete/Asphalt

**Mechanical:**

- Victaulic, Flanged, Mechanical Joint Pipe
- Pump Installation
- Incinerator/Boiler Installation
- Pipe Sacking
- Pump Construction Remodel
- Vehicle Exhaust Extraction Systems
- Natural Gas Install & Repair
- Hot Tapping (Victaulic, Flanged, Mechanical Joint Pipe)

**Facility Construction:**

- Rough Carpentry
- Finish Carpentry
- Plumbing
- HVAC Installation/Controls
- HVAC Testing and Balancing
- HVAC Cleaning
- Insulating
- Wallboard Installation
- Fire Sprinkling Systems
- Floor Covering
- Hardwood Floor Refinishing
- Windows and Glazing
- General Building Contracting
- Metal Fabrication
- Roofing
- Painting
- Concrete Flatwork
- Security System Installation
- Sound System Installation
- Prefab Metal Structures
- Welding
- Pedestrian Doors/Automatic or Manual
- Acoustical Ceiling Cleaning
- Hot Tapping (Flow Meter Install)

- Hot Tapping (Fire Sprinkler Systems)**
- Elevator Repair**
- Gutters/Downspouts**
- Water Damage Clean-Up**
- Fire Damage Cleanup**
- Water Tank Exterior/Interior Paint & Wash**
- Wheelchair Ramps/Grab Bars**
- Hoist and Crane Service**
- Pest Control**
- Disaster Restoration**
- Generators**
- Graffiti Removal**

**Other Comments:** \_\_\_\_\_



**ARCHITECTURE & ENGINEERING ROSTER  
(CONSULTANT)**

Dear A&E Consultant:

The City of Gig Harbor invites you to apply for the Architecture and Engineering Roster. The City of Gig Harbor may use this Roster for interviews and contracts as A&E needs arise.

Complete and return the Application (should be no more than 10 pages). Your materials should indicate your specialties and recent projects. E-mail or mail your materials as follows.

E-mail: [whitakerm@cityofgigharbor.net](mailto:whitakerm@cityofgigharbor.net)  
City of Gig Harbor  
Attention: Maureen Whitaker, Assistant City Clerk  
3510 Grandview Street, Gig Harbor, WA 98335  
FAX: 253.853.7597  
Phone: 253.853.7618

It is important to specify your company website, if one is available to easily find information about your firm. The City will also refer to your detailed statement of qualifications.

**Qualifications.** The City of Gig Harbor seeks companies that:

- Maintain insurance (as specified on the Application);
- Have been in continuous business at least one year prior to Application;
- Have a responsible financial history.

Accepted Applications remain on the Roster without expiration. The City of Gig Harbor may contact you in two years to refresh your information. Rejected Applications are discarded by the City of Gig Harbor, although companies that are rejected may submit a new Application at a later date. The City of Gig Harbor retains that right to reject, remove or suspect a company at any time, based on the City's opinion of performance, responsibility, or failure to respond to inquiries for renewal data. We will contact you by e-mail to confirm the status of your application after the processing has been completed.

We appreciate your interest.

Maureen Whitaker  
Assistant City Clerk



**City of Gig Harbor  
Architecture and Engineering Roster Application**

Please email application and Statement of Qualifications in a PDF or Word format (no more than 10 pages) to Maureen Whitaker, Assistant City Clerk, [whitakerm@cityofgigharbor.net](mailto:whitakerm@cityofgigharbor.net). Applications that meet the City of Gig Harbor qualifications are placed on the Consultant Services Roster. It is important to include a Statement of Qualifications and a company website if available, to use as the City selects firms for interviews. Within your qualifications, please include a profile of your firm's experience in the last 5 years.

Date of Application: \_\_\_\_\_ **Is this updated information?** Yes  No

FAX: 253.853.7597  
Phone: 253.853.7618  
E-mail: [whitakerm@cityofgigharbor.net](mailto:whitakerm@cityofgigharbor.net)  
Mail: 3510 Grandview Street, Gig Harbor, WA 98335

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Business Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Business Classification:

- Women or Minority: self identification. Formal certification not required. For purposes of federal funding, indicate if you also have formal certification: \_\_\_\_\_
- Individual
- Partnership
- Corporation

FID/SSN: \_\_\_\_\_

Company Website (if any) for Project Managers to learn about your firm: \_\_\_\_\_

Does company maintain insurance in amounts specified below?

Yes:  No:

- Commercial General Bodily Injury and Property Damage Insurance, \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Automobile Liability;
- Professional Liability Insurance, Error & Omissions, \$1,000,000 claims made;
- Ability to name the City of Gig Harbor as Additional Insured without limitation on general liability policy AND provide a separate endorsement that names the City as Additional Insured.

If no, describe differences: \_\_\_\_\_

Has company been in bankruptcy, reorganization or receivership in last 5 years? Yes:  No:

Has company been disqualified by any public agency from public contracts? Yes:  No:

How many years has the company operated without interruption? \_\_\_\_\_ years.

Identify specialty. Attach materials to show project experience in each specialty you name:

- Appraisal Services
- Architecture Services
  - Landscape Design
  - Marine Facilities Design
  - Parks Design
  - Other: \_\_\_\_\_
- Biological Assessments
- Comprehensive Plan Elements – Update/Preparation
  - Transportation
  - Water
  - Sanitary Sewer
  - Parks
- Development Review Services
- Drainage Design
- Electrical Systems
- Engineering/Civil Design
  - Pump Station
  - Roadway
  - Sanitary Sewer
  - Storm Water
  - Structural
  - Traffic
  - Water
- Environmental Studies/Evaluation
- Fiber Optic Cabling
- General Information System
- Geographic Information Systems (GIS)
- Geotechnical Services
- Global Positioning System (GPS)
- Graphic Design Services
- Grant Writing (fee or incentive based)
- Infrastructure Maintenance Management Systems
- Inspection Services
  - Building Division
  - Public Works Construction
- Laboratory Services
- Land Use Services
- Management Systems (Pavement, Facilities)
- Mechanical Systems
- PS&E Preparation
- Right-of-Way Acquisition & Negotiation
- Sanitary Sewer System Analysis
- Site Assessment
- Site Planning
- Stormwater Analysis
- Surveying (ROW, Construction, Property)
- Testing/Materials Services
- Traffic/Transportation Analysis
- Utility Rate Analysis
- Video Inspection
- Wastewater Treatment
- Wastewater Treatment Plant Design
- Water Supply System Design
- Water System Analysis
- Water Quality Studies
- Other: \_\_\_\_\_





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

**Subject:** Contract Agreement for a Small Works and Consultant Roster Membership – Municipal Research Service Center

**Dept. Origin:** Public Works-Engineering  
**Prepared by:** Maureen Whitaker *MW*  
 Asst. City Clerk  
**For Agenda of:** April 28, 2008  
**Exhibits:** Contract Agreement

**Proposed Council Action:** Authorize the contract agreement with Municipal Research Service Center to establish a membership in a new Small Public Works and Consultant Roster Program.

Initial & Date

**Concurred by Mayor:** CLA 4/22/08  
**Approved by City Administrator:** RJK 4/22/08  
**Approved as to form by City Atty:** CAM 4/21/08  
**Approved by Finance Director:** DR 4/21/08  
**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required: \$500 annually	Budgeted: \$0	Required: \$0

**INFORMATION / BACKGROUND**

In order for the City to participate in the new Small Public Works Contractor and Consultant Roster(s), an MRSC Rosters Agency Contract is required.

**FISCAL CONSIDERATION**

The annual membership fee of \$500 is required. The fee is a sliding scale based upon total capital expenditures per year. Although this membership was not a budgeted item, existing funds are available.

**BOARD OR COMMITTEE RECOMMENDATION**

City Attorney Carol Morris has reviewed and approved the MRSC Rosters Agency Contract.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the contract agreement with Municipal Research Service Center to establish a membership in a new Small Public Works and Consultant Roster Program.

## MRSC Rosters Agency Contract

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a Washington not-for-profit corporation, and City of Gig Harbor (the "Agency").

### Agency Information

Name of Agency	City of Gig Harbor
County Location	Pierce
Mailing Address	3510 Grandview Street Gig Harbor, WA 98335 ATTN: Maureen Whitaker
Agency Website	<a href="http://www.cityofgigharbor.net">www.cityofgigharbor.net</a>

1. Purpose. The purpose of this Contract is to provide the Agency with membership in a Contractor Roster - Small Public Works ("Contractor Roster") and a Consultant Roster - Consulting Services ("Consultant Roster" and, collectively, "MRSC Rosters"). MRSC is making membership in the MRSC Rosters available to a number of local government agencies in Washington State to provide them with more efficient and cost effective services.

2. Scope of Services. MRSC shall create and maintain the MRSC Rosters as allowed to the Agency and other public agency members by RCW 39.04.155 and Chapter 39.80 RCW, respectively. MRSC shall advertise at least annually for the Small Works Roster in accordance with statutory requirements on behalf of all Agencies with which MRSC has similarly contracted ("Roster Members"), receive and review contractor applications for compliance with basic statutory eligibility requirements, and maintain lists of Contractor Roster contractors. MRSC shall advertise at least annually the Consultant Roster in accordance with statutory requirements on behalf of all Roster Members, receive and review firms' applications for completeness, and maintain lists of architects, engineers, and other consultants on the Consultant Roster.

3. Use of MRSC Rosters by Agency. The Agency may use the MRSC Rosters as it determines appropriate to identify and solicit eligible contractors and consultants. Such use is not mandatory, and no implication of mandatory use by the Agency is intended by execution of this Contract.

(a) Contractor Roster - Small Public Works. The Agency may use the Contractor Roster to select contractors for public work projects up to \$200,000 in value or as otherwise limited by statutes, ordinances, and laws applicable to the Agency. The Agency shall be independently responsible for its own and the selected contractors' compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other appropriate requirements.

The Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected contractors are responsible contractors. The Agency also shall be independently responsible to conduct a quotation or bid process consistent with applicable statutes, ordinances, and the requirements of the Agency and to enter into a contract directly with the contractor thus selected.

(b) Consultant Roster - Consulting Services. The Agency may use the Consultant Roster to select engineering, architectural, or other consultants for negotiations and contracts, and will do so in accord with all applicable laws and regulations. The Agency shall be independently responsible for its own and the selected consultants' compliance with all additional or varying laws and regulations governing services, including all selection laws, and any other requirements as appropriate.



The Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected consultants or firms are responsible. The Agency also shall be independently responsible to conduct a consultant selection process consistent with applicable statutes, ordinances, and the requirements of the Agency and to enter into a contract directly with the consultant thus selected.

(c) Access to MRSC Rosters. MRSC shall make the MRSC Rosters and associated applications and qualifications for each available to the Agency by providing it with a user name and password for access to MRSC's electronic MRSC Rosters.

4. Compensation of Contractors and Consultants. The Agency shall be independently responsible for payments to any contractor that is selected as a result of its use of the Contractor Roster and to any consultant that is selected as a result of its use of the Consultant Roster. The Agency shall make all such payments directly to the contractor or consultant selected by the Agency.

5. Term. This Contract shall be effective upon its execution by both parties. It shall continue in force until cancelled by either party upon \_\_ days' notice and as provided in Section 10.

6. Compensation of MRSC. The Agency will pay MRSC an annual membership fee in the amount of \$\_500\_ based on the below Agency Fee Structure for services under this Contract. This amount will be paid in full, within 30 days of the execution date of this Contract (and subsequent anniversary dates of this Contract).

MRSC Rosters Agency Fee Structure	
Total Capital Expenditures Per Year (\$M)	Annual Fee
50+	\$750
25 - 50	\$500
15 - 25	\$400
10 - 15	\$300
5 - 10	\$200
less than 5	\$100

Payment to be made by:

check enclosed

will pay online

7. Relationship of Parties. MRSC agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

8. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to (i) any contract for public works construction into which the Agency may enter as a result of the Agency's use of the Contractor Roster; or (ii) any contract for engineering, architectural, or other services into which the Agency may enter as a result of the Agency's use of the Consultant Roster. MRSC does not accept responsibility or liability for the performance of any contractor or consultant used by the Agency as a result of its use of the MRSC Rosters.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising from any negligent act or omission that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

10. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice.
11. Non-assignment. MRSC shall not subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Agency.
12. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.
13. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of MRSC or the Agency, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of MRSC or the Agency, as the case may be.
14. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.
15. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.
16. Contacts. For purposes of Contract administration, the Agency designates the following contacts:

Primary Contact: Maureen Whitaker  
 Title: Assistant City Clerk  
 Email: whitakerm@cityofgigharbor.net  
 Telephone: (253) 853-7618  
 Facsimile: (253) 853-7697

Signatures. By signing this Contract, the signatories below certify that they have the authority to enter into this Contract, that they agree to payment of fees in accordance with the stated Agency Fee Structure and that they agree that the Agency shall be bound by and adhere to the Terms and Conditions stated.

MRSC

AGENCY

\_\_\_\_\_  
 [Name]

\_\_\_\_\_  
 [Name] Charles L. Hunter

\_\_\_\_\_  
 [Title]

Mayor  
 [Title]

\_\_\_\_\_  
 [Date]

April 28, 2008  
 [Date]



**Subject: Temporary on-site sewage Storage and disposal systems.**

**Proposed Council Action:**

Consider whether to direct staff to draft a proposed ordinance that would allow temporary on-site sewage storage and disposal systems.

**Dept. Origin:** Administration

**Prepared by:** Rob Karlinsey

**For Agenda of:** April 28, 2008

**Exhibits:** Letter from David Freeman and his supporting documentation; 3/17 staff memo

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

*CUH 4/24/08*  
*PK 4/24/08*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**INFORMATION / BACKGROUND**

As a result of what is being commonly referred to as the "de facto sewer moratorium," an alternative that would allow temporary sewage storage tanks is being proposed by David Freeman, a local architect. This proposal would allow developments to move forward through permitting and even construction during this temporary period of no sewer system capacity for new developments. If such a proposal were adopted into our municipal code, certain conditions would need to be included, such as requiring the development to connect to the sewer system as soon as sewer capacity becomes available (and penalties for not doing so), storage tank pumping requirements, etc.

Attached is a letter from Mr. Freeman as well as a sample ordinance from the City of Fife, Washington and a related publication from the Washington State Department of Health. If the Mayor and City Council wish to pursue this proposal further, staff can draft an ordinance and bring it back for Mayor and Council consideration.

At last month's Operations Committee meeting, staff presented a memo (also attached to this Council Bill, after the Department of Health Publication) that listed potential concerns with temporary storage tanks. The memo also provided a list of requirements and specifications to alleviate these concerns. These requirements are as follows:

Recommended Policies

1. The change would be temporary in nature. The Code would prohibit temporary septic storage tanks once additional capacity at the City's wastewater treatment plant becomes available.
2. The temporary tanks would be allowed for non-residential developments only.
3. The temporary tanks would need to be installed and operational prior to issuance of the Certificate of Occupancy for the building being served.
4. The development must also install a dry sewer connection to the City's sewer main. This sewer connection will be constructed to connect to the building and NOT to the tank(s). Final connection between the building and the dry sewer connection may only occur if a temporary valve is installed at the perimeter of the building to not allow sewer to flow to the City's sewer main. The valve would remain closed and a sewer test ball will be installed at the property line clean-out until such time the development receives sewer concurrency.
5. The developer must bond for, and/or record against the title to the property, the requirement to have the tank decommissioned in a manner acceptable to the City and the TPCHD after its use.
6. Any ordinance that revises City Code to allow temporary septic storage tanks should be revoked once the City's wastewater treatment plant has capacity to reserve.
7. The proposed policy revision should require a separate sewer application in lieu of the sewer concurrency reservation certificate application. This application would require additional staff time to review, implement, and inspect the temporary system. Therefore the applicant would pay additional review and inspection fees for processing the application.
8. Since the City does not have sewer capacity under the sewer concurrency ordinance, the City would not allow discharge of the effluent from a temporary septic storage tank to enter the City's sewer system.

#### Recommended Technical Specifications

1. The developer must bond for, and/or record against the title to the property, the requirement to have the tank pumped out based on a schedule and NOT based on calls from an alarm.
2. Pumping schedule will be based not solely on the largest capacity of the tank(s) provided but also with the intent of minimizing odors (2 weeks maximum).
3. The tank(s) will include external audible level alarms with a minimum of two levels (high level and extreme high level) as a back-up to the scheduled pumping.
4. The tank(s) will vent back to the building vents.
5. The tank(s) will have self-contained pumps for evacuating each tank to the transfer vehicle. Vacuum-type evacuation will be prohibited.
6. A two-stage tank system is acceptable (one tank for solids and one tank to pump effluent from).
7. Each tank must include a locking mechanism that can only be opened by either the pumping company or the City.
8. The tank(s) must be installed, tested, and accepted prior to issuance of either temporary or permanent certificate of occupancy.
9. Tank pumping records must be logged on site and be available to the City during normal business hours for inspection. These records would include receipt from the sewer system receiving the effluent.

10. A backup battery must be provided for the alarm system for emergency situations where electricity at the development has been lost. When pumping is required during periods of power loss, vacuum-powered transfer vehicles would be allowed.

**FISCAL CONSIDERATION**

Staff time would be required to permit and inspect any potential tanks that would get built, and corresponding fees would be adopted to offset these costs. Given that the completion of the waste water treatment plant expansion and resulting added capacity is less than two years away, it is doubtful that a significant number of these tanks will ever be installed.

**BOARD OR COMMITTEE RECOMMENDATION**

The Operations Committee did not recommend approval of Mr. Freeman's proposal but did recommend that it move forward for full Council discussion.

**RECOMMENDATION / MOTION**

**Move to:** Direct staff OR do not direct staff to draft a proposed ordinance that would allow temporary on-site sewage storage and disposal systems.

April 17, 2008

Mr. Rob Karlinsey  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Sewer Holding Tanks

Dear Rob,

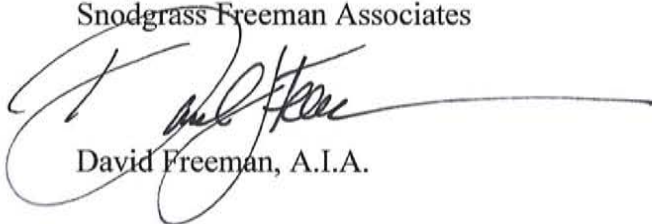
Per your request, I am submitting a copy of the City of Fife, WA, Emergency Private Disposal System Ordinance 13.08.060 for staff review prior to my scheduled presentation to the City Council on Monday, April 28, 2008.

I have asked Brandon Smith of PacWest Engineering and Randy Oxer of Hemley's to assist me with my presentation.

At that meeting, I want to request a waiver of the City Ordinance 13.28.100(E) that allows only one on-site septic system per building, per lot of record prior to August 1992. This waiver will allow tanks to serve more than one commercial building on a lot during this system moratorium.

Thanks again for your strong support for this important issue.

Respectfully,  
Snodgrass Freeman Associates



David Freeman, A.I.A.



1. "Human occupancy" shall mean that the normally accepted use of the particular type of structure, building or home is living quarters, a place of work, office, store, or any other place where people will spend time, including, but not limited to, restaurants, churches, schools, theaters, and parks.

2. "Building" shall mean any structure built for the support or enclosure of persons, animals, chattels, or property of any kind.

3. "Structure" shall mean a combination of materials that is constructed or erected, either on or under the ground, or that is attached to something having a permanent location on the ground, excluding residential fences, retaining walls, rockeries and similar improvements of a minor character the construction of which is not regulated by the building code of the city.

B. Requirements for New Construction. The owners of all new houses, buildings, structures, or other uses of property used for human occupancy shall be required to connect the improvements on their properties to a public sanitary sewer, except as provided in subsection E of this section.

C. Requirements for Existing Houses, Buildings, Structures or Uses. The owners of all existing houses, buildings, structures, or other uses of property used for human occupancy situated in the city and abutting on any street, alley, or easement, which are not currently connected to the city's public sanitary sewer system shall not be required to connect, unless (1) a local improvement district (LID) is formed for the purpose of providing sewer to the property, or (2) there is a health or safety hazard associated with the private sewer or on-site septic system. If either of these two situations exists, the property owner will be required to connect the property to the city's sewer system, and the city shall provide the property owner written notice of the requirement to connect.

D. Requirements for Houses, Buildings, Structures, or Uses Newly Annexed to the City. Owners of houses, buildings, structures, or uses of property used for human occupancy that are newly annexed to the city shall be required to connect to the city's sewer system as provided in subsection C of this section.

E. Exceptions.

1. The city engineer may approve an exception to the requirements of this section to address the on-site sewer needs of new buildings and structures to be constructed on individual lots created prior to the Washington State Legislature's adoption of the Growth Management Act (Chapter

36.70A RCW) on July 1, 1990, if all of the following limited circumstances exist:

a. The subject lot in its current configuration was created prior to July 1, 1990;

b. The septic system to be constructed will serve no more than one single-family dwelling unit or no more than one building or no more than one structure on the lot meeting the criteria of this subsection; and

c. The property owner shall record a notice against the lot, in a form approved by the city attorney, providing notice to all subsequent purchasers that the city's approval of a septic system under these procedures will not affect the city's ability to enforce any of the requirements of this section or this chapter (including the requirement to connect to a public sanitary sewer in the future) against the lot at any time in the future, as long as the conditions described in that subsection exist.

2. Expiration of Exception - Appeals.

a. The city engineer's denial of an exception shall not be a final, appealable decision if the request for the exception is made prior to submission of a project permit application for construction of the building or structure on the lot. If a request is denied, a property owner may make a subsequent request for an exception at the time of submission of a project permit application for construction of a structure or building on the property, or at the time any circumstances pertinent to the criteria in this subsection substantially change.

b. If the request for the exception is made in conjunction with the submission of a project permit application for construction of the building or structure on the lot, the city engineer's decision may only be appealed together with (and/or following the procedures associated with) an appeal of the underlying project permit application.

c. The city engineer's granting of an exception that is not associated with a project permit application shall expire within one year if a project permit application is not submitted to the city. The city engineer's granting of an exception associated with a project permit application shall expire concurrent with the underlying permit.

3. This procedure is exempt from the procedures in GHMC Title 19, pursuant to RCW 36.70B.140.

F. Penalties for Noncompliance. The city may implement the procedures set forth in GHMC 13.28.130 for a property owner's failure to comply with the requirements of this section. In the alternative or in addition to GHMC 13.28.130, the city may impose penalties on the property owner in an





## Title 13 WATER, SEWERS, AND STORM DRAINAGE

### Chapters:

- [13.04 Water System](#)
- [13.06 Water Meter and Water Main Installation Standards](#)
- ✕ [13.08 Sewer System](#)
- [13.09 Side Sewer Contractors](#)
- [13.10 Mobile Wash Facility](#)
- [13.12 Developer's Agreement](#)
- [13.14 Latecomer Agreement](#)
- [13.16 Fire Hydrants](#)
- [13.18 Storm Drainage and Surface Water Management Utility](#)

### Chapter 13.04 WATER SYSTEM

#### Sections:

- [13.04.010](#) Rules established.
- [13.04.020](#) Permit application – Minimum deposit.
- [13.04.030](#) Water accounts.
- [13.04.040](#) Water bills – When due – Penalty.
- [13.04.050](#) Delinquent accounts – Shutoff and reconnect fees.
- [13.04.060](#) Connection with other water supply.
- [13.04.070](#) Connections outside of city limits.
- [13.04.080](#) Connections within city limits.
- [13.04.090](#) Installation and connection charges.
- [13.04.095](#) Water capital facility charges.
- [13.04.100](#) Water main extensions – Fees.
- [13.04.110](#) Corporation stops.
- [13.04.120](#) Connections from meter at owner's expense and care.
- [13.04.130](#) Plumber's permit for turn on and off.
- [13.04.140](#) Fire hydrant – Permit required for use – Violation.
- [13.04.150](#) Fire hydrant – Operation restrictions.
- [13.04.160](#) Fire hydrant – Operation by inspector – Cost borne.
- [13.04.165](#) Fire hydrant – Quick disconnect steamport fittings.
- [13.04.170](#) Fire hydrant – Monthly rates for water consumption.
- [13.04.180](#) Turn on and turn off service by public works department employees only – Violation.
- [13.04.190](#) Vacant premises – Service discontinuance procedures.
- [13.04.200](#) Emergency shutoff without notice – Responsibilities of owners.
- [13.04.210](#) Irrigation and sprinkling shutoff orders – City council authority – Violation.
- [13.04.220](#) Inspection of premises authorized when.
- [13.04.230](#) Piling rubbish on meters prohibited.



## New Business - 6

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        - [ ] 13.08.310 Matter excluded from all sewers designated.
        - [ ] 13.08.320 Surface drainage
        - [ ] 13.08.330 Inspection of sewers and attachments



**New Business - 6****13.08.050 Property required to connect to public sewer.**

In any area under the jurisdiction of the city the owner of each lot or parcel of real property within a utility local improvement district, or any portion of a lot or parcel located within a horizontal plane of 300 feet perpendicular to any permanent wastewater facilities is hereby required, at his or her expense, to connect all applicable plumbing outlets from such building(s) or structure(s) directly to the public sewer, in accordance with the provisions of the FMC. The owners of all such properties located outside the boundary of a utility local improvement district (ULID) shall be required to submit a connection application to the public works department, obtain a building sewer permit and pay all applicable charges and fees and take any other action required by the provisions of the FMC. Exceptions to this section are as follows:

A. When the city or a developer extends permanent sewer service into an area not included within the boundaries of an utility local improvement district (ULID), existing structures in a single drainage area will not be required by the city to connect to the public system unless the owners of such structures voluntarily elect to connect to the public system and pay all fees/capital charges to the utility. If septic tank systems serving existing structures fail, however, then the owners of such existing structures shall be required to connect to the public sewer system immediately and at their own expense and pay all fees/capital charges to the utility.

B. Additional exemptions inside or outside the boundaries of a ULID may be granted for good cause as determined by the city's director of public works. Such requests shall be in written form to the director and include but not be limited to the following:

1. Applicant's name and address;
2. Reason for the request;
3. Map of applicant's property including location of nearest existing sanitary sewer system;
4. Legal description of property including parcel number; and
5. Cost documentation excluding sewer connection charges.

Decisions by the director may be appealed to the city council for a hearing. (Ord. 988 § 1, 1989; Ord. 667 § 5, 1982).

**13.08.055 New construction— Extension of sewer.**

All new construction, residential or commercial, required to be connected to the public sewer shall, at the property owner's expense, extend the sewer main to and across the entire frontage of each lot or parcel prior to connection to the public system. Frontage definition, sewer size and sewer depth shall be as necessary to provide service in accordance with city sewer plans. (Ord. 1468 § 1, 2002).

**13.08.060 Private disposal system— Permitted when.**



**New Business - 6****13.08.060 Private disposal system— Permitted when.**

A. Where a public sanitary sewer is not available under the provisions of FMC 13.08.050, the building sewer shall be connected to a private sewer disposal system complying with the provisions of this chapter.

B. Where a single-family lot is adjacent to an existing city sanitary sewer collection facility that does not have capacity to serve the single-family lot, and there is not a condition of subdivision approval for the lot that requires the construction of sanitary sewer facilities to serve the lot, then any residence constructed upon the lot may connect to a temporary sanitary sewer disposal system complying with the terms of this chapter, and subject to the following conditions: (1) when capacity becomes available in the public system, the residence will be disconnected from the private system and connected to the public system at the property owner's expense within 60 days of notice from the city of available public sanitary sewer capacity; and (2) the sanitary sewer system general facility charge and applicable connection charges in effect at the time the connection is to be made to the public system shall be paid prior to connection. The exemption from connecting to the public sanitary sewer system created by this subsection shall not apply to applications received after January 1, 2001.

C. Except as authorized by subsection (E) of this section, no commercial or industrial use shall be permitted to connect to a private system, the provisions of any other section or subsection of this chapter notwithstanding, unless all of the following conditions apply:

1. A local improvement district has been formed for the purpose of providing public sanitary sewer service to the property upon which the commercial or industrial use is to be located;

2. The private system is designed by a licensed professional engineer so the system does not allow the discharge of any effluent other than into a holding facility located on the property to be served by the private system;

3. The system meets all Department of Health requirements;

4. The property owner agrees, upon demand by the city, to disconnect from and remove the private system and connect to the public system at the property owner's expense;

5. The property owner signs an agreement with the city prior to commencing construction on the private system agreeing to indemnify and hold the city harmless from any liability that results from the approval or operation of the private system; said agreement to be in a form approved by the city attorney;

6. Prior to commencement of construction of the private system the property owner posts a performance bond in an amount to be determined by the city engineer that equals 150 percent of the estimated cost of removing the private system and connecting to the public system; the performance bond to be in a form approved by the city attorney;

7. The property owner will pay all city fees associated with processing, reviewing and approving the application for an on-site system; and

8. Prior to approval of the on-site system, the property owner shall pay the sanitary sewer general facility charges in effect at the time the application is filed.

D. No application for exemption from connecting to the public sanitary sewer system shall be processed unless accompanied by a complete building permit application. The exemption shall expire at the same time that the building permit expires.

E. If the owner of an industrially zoned parcel intends to convert an existing structure to living quarters to be used to provide on-site security, and public sanitary sewer is not available to the property, then the public works director is authorized to allow the use of an alternative sanitary sewage disposal system upon such conditions as he determines are necessary to protect the public health, safety and welfare, so long as his conditions of approval include compliance with the provisions of subsections (C)(2) through (C)(8) of this section. (Ord. 1644-07 § 1, 2007; Ord. 1415 § 1, 2000; Ord. 1348 § 1, 1999; Ord. 667 § 6, 1982).

**13.08.070 Private dispo**

**New Business - 6****13.08.070 Private disposal system– Construction permit required.**

Before commencement of construction of a private sewage disposal system, i.e., septic tanks and drain fields, the owner shall first obtain a written permit from the Pierce County health department and submit the same to the city's public works director. The application for such permit shall be to the Pierce County health department. The applicant shall supplement any plans, specifications and other information as are deemed necessary by the Pierce County health department. (Ord. 981 § 5, 1989; Ord. 667 § 7, 1982).

**13.08.080 Private disposal system– Effective date of permit.**

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Pierce County health department. (Ord. 667 § 8, 1982).

**13.08.090 Private disposal system– Discharge restrictions.**

No septic tank, cesspool or other private system shall be permitted to discharge to any public sewer or natural outlet without special approval of the public works director. (Ord. 981 § 5, 1989; Ord. 667 § 9, 1982).

**13.08.100 Private disposal system– Connection to system required when.**

*Repealed by Ord. 988. (Ord. 667 § 10, 1982).*

**13.08.110 Private disposal system– Operation and management.**

The owner shall operate and maintain the private sewage facilities in a sanitary manner at all times, at no expense to the city. (Ord. 667 § 11, 1982).

*As Established in Chapters 246-272A &  
246-272B WAC, On-site Sewage Systems*

# List of Approved On-site Sewage Tanks

January 16, 2008



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*As Established in Chapters 246-272A &  
246-272B WAC, On-Site Sewage Systems*

# List of Approved On-site Sewage Tanks

January 16, 2008



For more information or additional copies of this document, contact:

Wastewater Management Section  
Washington State Department of Health  
PO Box 47824  
Olympia, WA 98504-7824

Phone: 360-236-3062  
Fax: 360-236-2257  
Web: <http://www.doh.wa.gov/wastewater.htm>

Secretary of Health  
Mary Selecky

For persons with disabilities, this document is available upon request in other formats.  
To submit a request, please call 1-888-586-9427 (TDD/TTY 1-800-833-6388).

Para personas discapacitadas, este documento está disponible a su pedido en otros  
formatos. Para hacer su pedido llame al 1-888-586-9427 (TDD/TTY 1-800-833-6388).

DOH Publication #337-023      Effective: 07-01-2007

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**NOTE:** The presence of a product on this list does not constitute approval of marketing, advertising, or labeling practices employed by manufacturer, nor is it an affirmation of manufacturer claims of product performance. Approval listing does not constitute endorsement of these products by the Washington State Department of Health. Information obtained from the sources listed is the sole responsibility of the manufacturer or other provider.

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## SECTION 1 – Introduction and Overview

Chapter 246-272A WAC takes full effect on July 1, 2007 (WAC 246-272 ceases to exist). Chapter 246-272A WAC allows only sewage tanks that have been reviewed and approved by the Department to be used. Sewage tank is defined as a prefabricated or cast-in-place septic tank, pump tank/dosing chamber, holding tank, grease interceptor, recirculating filter tank or any other tanks as they relate to on-site sewage systems including tanks for use with proprietary products. The approved sewage tanks are currently listed in the “List of Approved Systems and Products”.

On March 15, 2007 the current “List of Approved Systems and Products” will cease to exist. This document “List of Approved On-Site Sewage Tanks” will replace the list of approved wastewater tanks on the “List of Approved Systems and Products”. All the sewage tanks listed on the “List of Approved Systems and Products” will transfer over to the “List of Approved On-Site Sewage Tanks”.

The following sections present manufacturer and product information for various sewage tanks. This information is presented in the following lists:

- **Concrete Tanks Approved by Local Health Jurisdictions** (*statewide, by county*)  
These tanks, approved by local health departments / districts, are acceptable to Department of Health and may be used in that local health department/district.

Please note that some local health jurisdictions do not have a formal process for evaluating wastewater tanks. Designers are advised to check with the local health jurisdiction to confirm which tanks are permitted.

This list is frequently updated, yet may not contain all tanks in current use in a given county. Local health jurisdictions may add or make corrections to this list by contacting the department.

- **Concrete Tanks Approved by the Washington State Department of Health**  
This list reflects information about sewage tank reviews and approvals by the department since January 1, 1995. These tanks may be used statewide.
- **Non-Concrete Tanks Approved by the Washington State Department of Health**  
This list contains tanks constructed with fiberglass or polyethylene. This list reflects information about sewage tank reviews and approvals by the department since January 1, 1995. These tanks may be used statewide.

Answers to questions regarding sewage tank standards or information about application for product review and approval may be obtained from Mamdouh El-Aarag, P.E. at (509) 456-2754 or [mamdouh.el-aarag@doh.wa.gov](mailto:mamdouh.el-aarag@doh.wa.gov).

**SECTION 2 – List of Concrete Tanks Approved by Local Health Jurisdictions**

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>Adams</b>	<b>M-1 Tanks</b> 3358 Citation Road Moses Lake, WA 98837 (509) 766-2914	One..... Two..... Two.....	670 (pump) 1,000 (septic) 1,250 (septic)
<b>Asotin-Garfield</b>	<b>Wilbert Precast, Inc.</b> 2215 East Brooklyn Spokane, WA 99217 (800) 888-4573 (509) 325-4573	One..... Two..... Two..... Two.....  Two.....  One.....  Two.....  Two.....  Two.....  Two.....  One.....  (Product # 1980 / 1981 / 1984 / 1985 / 1986) Two.....	1,000 (monolithic) 1,000 (monolithic) 1,250 (monolithic) 1,500 (monolithic)  1,000 (monolithic) with 500 (pump) (October 2004) 1,000 (monolithic) H. Load Option  1,000 (monolithic) H. Load Option  1,250 (monolithic) H. Load Option  1,500 (monolithic) H. Load Option  1,000 (monolithic) with 500 (pump) H. Load Option (November 2004)  3, 000 – 6,400 (septic/pump)  3,000 – 6,200 (septic)(July 2005)
<b>Benton-Franklin</b>	<b>Bert's Excavating</b> PO Box 73 Sunnyside, WA 98944 (509) 837-2117 (509) 837-6282	Two.....	1,000
	<b>Pipe, Inc.</b> PO Box 9156 Tacoma, WA 98409	Not Provided	2,100

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>Benton-Franklin cont'd</b>	<b>Rada, Inc.</b> 2707 E Lewis St Pasco, WA 99301-4333 (509) 547-3974	Not Provided	Not Provided
	<b>Reese Concrete Products</b> 1606 S Ely St Kennewick, WA 99337-2833 (509) 586-3704	Not Provided	Not Provided
	<b>Selah Concrete Products</b> 319 West First Street Selah, WA 98942	Two..... Two.....	1,000 1,250
	<b>Wilbert Precast, Inc.</b> 2215 East Brooklyn Spokane, WA 99217 (509) 325-4573 (800) 888-4573	Not provided Not provided Not provided	1,000 1,250 1,500
	<b>Yakima Cement Products</b> 1202 South First Yakima, WA 98907	Not provided	1,000
	<b>Yakima Cement Products</b> 1202 South First Yakima, WA 98907	Not provided	1,000
<b>Chelan-Douglas</b>	<b>Godbey Red-E-Mix Concrete, Inc.</b> 912 SW Ansel Brewster, WA 98812	Two..... Two.....	1,000 1,250
	<b>H2 Precast Concrete Products</b> PO Box 3568 Wenatchee, WA 98807	One..... Two..... Two..... Two.....	750 (pump) 1,500 (septic) 1,000 1,250
	<b>Quality Construction</b> PO Box 39 Wenatchee, WA 98801 Contact: John Wood	Two..... Two.....	1,000 1,500
<b>Clallam</b>	<b>Peninsula Septic Tanks</b> 1370 Woodcock Road Sequim, WA 98382 (360) 683-4714	One..... Two..... Two..... Two..... Two.....	750 (pump) 1,000 1,250 1,500 2,000

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>Clark - Skamania</b>	<b>D &amp; K</b> 15008 NE 15 <sup>th</sup> Avenue Vancouver, WA 98665 (360) 573-4020	One.....	660 (pump)
		One.....	1,000 (pump)
		One.....	1,200 (pump)
		One.....	1,500 (pump)
		Two.....	1,000 (septic)
		Two.....	1,250 (septic)
		Two.....	1,500 (septic)
		Three.....	1,860 (septic/pump)
	<b>Michaels Precast</b> 35125 SE Highway 211 Boring, OR 97009 (541) 668-4073	Two.....	1,000
	<b>S &amp; K Tanks</b> Route 1, Box 1019 Prosser, WA 99350 Contact: Rick Murphy	Two.....	1,000
	<b>Riley Brothers Concrete, Inc.</b> PO Box 718 Bingen, WA 98805	Two.....	1,000
		Two.....	1,250
	<b>Sound Redi Mix CRI</b> 4562 Westside Highway Castle Rock, WA 98661 (360) 507-4311 (360) 274-5355 Fax	Three .....	2,633
	<b>Willamette Greystone, Inc.</b> 2405 NE 244 <sup>th</sup> Avenue Portland, OR 97060 (503) 669-7612	Two.....	1,000
		Two.....	1,250
		Two.....	1,500
		Two.....	2,000
		Two.....	3,000
<b>Columbia</b>	No Concrete Tanks on list.		
<b>Cowlitz</b>	Not provided		
<b>Douglas</b>	<i>see Chelan-Douglas</i>		
<b>Ferry</b>	<i>see NE Tri County Health</i>		
<b>Franklin</b>	<i>see Benton-Franklin</i>		

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>				
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>	
<b>Garfield</b> <i>see Asotin-Garfield</i>				
<b>Grant</b>	<b>M-1 Tanks</b> 3358 Citation Road Moses Lake, WA 98837 (509) 766-2914	One.....	670 (pump)	
		One.....	670 (middle wall removed)	
		One.....	1,000 (pump)	
		One.....	1,060 (middle wall removed)	
		One.....	1,250 (pump)	
		One.....	1,313 (middle wall removed)	
		One.....	1,500 (pump)	
		One.....	1,615 (middle wall removed)	
		Two.....	1,000 (septic)	
		Two.....	1,250 (septic)	
		Two.....	1,500 (septic) (April 2005)	
<b>Grays Harbor</b>	<b>Atlas Concrete Products, Inc.</b> 19221 Sargent Road Rochester, WA 98579	Two.....	1,200 (septic)	
		<b>Central Reddi-Mix, Inc.</b> 1419 Bishop Road Chehalis, WA 98532	One.....	750 (pump)
			Two.....	1,150 (septic)
		<b>Evergreen Concrete Products</b> 13212 Valley Ave. E Sumner, WA 98390	One.....	750 (pump)
Two.....	1,100 (septic)			
<b>Northwest Cascade, Inc.</b> 16207 Meridian Road Puyallup, WA 98373	Two.....	1,125 (septic)		
<b>Island</b>	<b>Berg Vault Company of WA, Inc.</b> 2308 Cedardale Road Mount Vernon, WA 98274 (360) 424-4999	Not provided	1,000	
			1,250	
			1,750	
	<b>Cuz Concrete Products</b> 19604 67th Avenue NE Arlington, WA 98223 (360) 435-5531 (360) 435-8134 Fax (800) 659-1941	Not provided	1,000	
		1,250		
			1,500	

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>Island (cont'd)</b>	<b>Everett Bros. Construction Co.</b> PO Box 761 Oak Harbor, WA 98277 (360) 675-2727	Not provided	1,000
	<b>Pacific Pre-Cast</b> PO Box 1761 Oak Harbor, WA 98277 (360) 679-0702 (360) 675-9560	Not provided	1,000
	<b>Stanwood Redi-Mix</b> 2431 Larson Road Stanwood, WA 98292 (360) 652-7777	Not provided	1,000 1,200
	<b>Whidbey Island Sand &amp; Gravel</b> PO Box 434 Freeland, WA 98249 (360) 321-6101	Not provided	1,000
	<b>William Crane &amp; Precast</b> PO Box 638 Freeland, WA 98249 (800) 755-5506	Not provided	1,000 1,250
<b>Jefferson</b>	<b>Cotton Ready Mix</b>	One..... Two.....	700 (pump) 1,000
<b>King Seattle/King Co. Public Health</b>		<b>Legend for Seattle/King Co. liquid capacity:</b>	P = Pump tank S = Septic tank H = Holding tank
	<b>Campbell's Pre-Cast</b> 11515 120 <sup>th</sup> St E Puyallup, WA 98373		890 P 1,125 PSH
	<b>Cuz Concrete</b> 19521 63 <sup>rd</sup> Ave NE Arlington, WA 98223		1,000 PSH 1,250 PSH 1,500 PSH 1,750 S 1,750 P 3,000 P 3,000 S



<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>King Seattle/King Co. Public Health (cont'd)</b>	<b>Evergreen Pre-Cast</b> PO Box 58 Sumner, WA 98390		1,100 PSH 730 P 1,500 P 1,500 PSH 1,000 PSH 1,000 PSH 1,447 3,000 SH 3,000 PSH
	<b>Northwest Cascade</b> PO Box 7339 Puyallup, WA 98373		750 P 1,000 PSH 1,125 PSH 1,200 S 1,200 PS 1,750 PSH
	<b>Puget Sound Concrete</b> PO Box 436 Carnation, WA 98014		750 P 1,000 S 1,250 S 1,500 S 1,000 PH 1,251 PH 1,500 PH 1,750 S 1,750 PH 899 1,159
	<b>Quality Concrete Products</b> PO Box 1703 Woodinville, WA 98072		1,000 PSH
	<b>Sno-Valley Concrete</b> 19401 State Route 203 Monroe, WA 98272		750 P 1,000 PSH
<b>Kitsap</b>	<b>Evergreen Pre-Cast, Inc.</b> PO Box 58 Sumner, WA 98390 (253) 863-6510	One..... One..... Two..... Two..... One.....	750 (pump) 1,100 (pump) 1,100 (septic) 1,500 (septic) 1,700 (pump)

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>Kitsap (cont')</b>	<b>Fred Hill Materials</b> PO Box 6 Poulsbo, WA 98370 (360) 779-4431 Contact: Eric Smallbeck	One.....	500 (pump)
		One.....	1,100 (pump)
		Two.....	1,100 (septic)
		One.....	1,250 (pump)
		Two.....	1,250 (septic)
		Two.....	1,500 (septic)
	<b>Kurt's Precast, Inc.</b> PO Box 99 Belfair, WA 98528 (360) 275-1996 Contact: Kurt	One.....	500 (pump)
		One.....	1,125 (pump)
		Two.....	1,125 (septic)
Two.....		1,500 (septic)	
<b>Northwest Cascade</b> PO Box 73399 Puyallup, WA 98373 (800) 444-2371 Contact: JR Inman	One.....	750 (pump)	
	One.....	1,000 (pump)	
	Two.....	1,000 (septic)	
	One.....	1,200 (pump)	
	Two.....	1,200 (septic)	
<b>Kittitas</b>	<b>Evergreen Precast</b> PO Box 58 Sumner, WA 98390 (206) 863-6510	Two.....	1,000
		Two.....	1,500
	<b>H2 Precast Concrete Prod, Inc.</b> PO Box 3568 Wenatchee, WA 98807 (360) 884-6644 Contact: Larry Haven	Two.....	1,000
		Two.....	1,250
	<b>M-1 Tanks</b> 3358 Citation Road Moses Lake, WA 98837 (509) 766-2914	Two.....	1,000
<b>Panhandle Concrete</b> 675 West Dalton Avenue Coeur d'Alene, ID 83814 (208) 667-8179	Two.....	1,000	
<b>Selah Concrete Products</b> 319 South First Street Selah, WA 98942 (509) 697-4755	Two.....	1,000	
	Two.....	1,250	

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>Kittitas (cont'd)</b>	<b>Sno-Valley Concrete Products</b> 19401 State Road Monroe, WA 98272 (206) 788-5686	Two.....	1,000
	<b>Stuth Company</b> PO Box 950 Maple Valley, WA 98038 (206) 255-3546	Two.....	1,000
	<b>Wilbert Precast, Inc.</b> 2215 East Brooklyn Spokane, WA 99217 (509) 325-4573 (800) 888-4573	Two..... Two..... Two.....	1,000 2,000 2,500
	<b>Yakima Precast, Inc.</b> 1210 South First Street, Suite 104 Yakima, WA 98901 (509) 248-1984	Two.....	1,000
<b>Klickitat</b>	No concrete tanks on list.		
<b>Lewis</b>	<b>Evergreen Precast</b> PO Box 58 Sumner, WA 98390 (206) 863-6510	Not provided	Not provided
	<b>Glacier</b> 305 E Summa St Centralia, WA 98531-3841	Not provided	Not provided
	<b>Miles Concrete</b> 19221 Sargent Rd SW Rochester, WA 98579-9241	Not provided	Not provided
	<b>Northwest Cascade</b> PO Box 73399 Puyallup, WA 98373	Not provided	Not provided
	<b>Sound Redi-Mix Of Castle Rock</b> 4562 Westside Hwy Castle Rock, WA 98611	Not provided	Not provided

Concrete Tanks Approved by Local Health Jurisdictions			
County	Manufacturer	Number of Compartments	Liquid Capacity (gallons)
Lincoln	<b>Godbey Red-E-Mix Concrete, Inc.</b> 912 SW Ansel PO Box 505 Brewster, WA 98812 (509) 689-2415	Two.....	1,000
		Two.....	1,250
	<b>M-1 Tanks</b> 3358 Citation Road Moses Lake, WA 98837 (509) 766-2914	Two.....	1,000
	<b>Wilbert Precast, Inc.</b> 2215 East Brooklyn Spokane, WA 99217 (509) 325-4573 (800) 888-4573	Two.....	1,000
		Two.....	1,500
Two.....		2,000	
Lincoln (cont'd)	<b>White Block Co.</b> 6219 East Trent Spokane, WA 99212 (509) 534-0651	Two.....	1,000
		Two.....	1,500
		Two.....	2,000
		Two.....	2,500
		Three .....	1,500
Mason	Not Provided		
NE Tri-County Ferry, Stevens, Pend Oreille	<b>Colville Valley Concrete Corp.</b> 1175 East 3 <sup>rd</sup> Colville, WA 99114 (509) 684-2534	One.....	1,500 (mono)
		One.....	500 (mono-pump)
		Two.....	1,000 (2 piece)
		Two.....	1,000 (mono)
		Two.....	1,500 (mono)
		Three .....	(Note: "mono" means monolithic pour.)
<b>Godbey Red-E-Mix Concrete, Inc.</b> 912 SW Ansel PO Box 505 Brewster, WA 98812 (509) 689-2415	Two.....	1,000	
	Two.....	1,250	
<b>Wilbert Precast, Inc.</b> 2215 East Brooklyn Spokane, W A 99217 (509) 325-4573 (800) 888-4573	Two.....	1,000	
	Two.....	1,500	
	Two.....	2,000	
	Two.....	2,500	
		Three .....	1,500

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
	<b>Toner's Sand &amp; Gravel</b> East 4611 Eloika Road Chattaroy, WA 99003 (509) 325-4573	Two.....	1,250
	<b>White Block Co.</b> 6219 East Trent Spokane, WA 99212 (509) 534-0651	Two..... Two..... Two..... Two..... Three .....	1,000 1,500 2,000 2,500 1,500
<b>Okanogan</b>	<b>Cascade Concrete Products, Inc.</b> PO Box 2435 Winthrop, WA 98862 (509) 996-2435	One (oval)..... One (oval)..... Two (oval)..... Two (rectangle)..... Two (oval).....	1,000 (pump) 1,250 (pump) 1,000 1,000 1,250
<b>Okanogan (cont'd)</b>	<b>Godbey Red-E-Mix Concrete, Inc.</b> 912 SW Ansel PO Box 505 Brewster, WA 98812 (509) 689-2415	One..... One..... Two..... Two.....	1,000 (pump) 1,250 (pump) 1,000 1,250
	<b>Okanogan Valley Concrete, Inc.</b> 2145 Elmway Okanogan, WA 98840 (509) 422-3211	One (round)..... One (oval)..... One (rectangle)..... Two (oval)..... Two (rectangle).....	500 (pump) 1,000 (pump) 1,250 (pump) 1,000 1,250
	<b>South Okanogan Concrete Products, LTD.</b> Box 419 Osoyoos, B.C. VOH 1VO CANADA (604) 495-7556	One..... One..... One..... One..... Two..... Two..... Two.....	800 (pump) 1,000 (pump) 1,250 (pump) 1,500 (pump) 1,000 1,250 1,500
<b>Pacific</b>	<b>Big River Redi-Mix</b> 402 W. North Head Road Ilwaco WA 98624 (360) 642-3153	One..... Two..... One..... Two..... One..... Two.....	1,000 (pump) 1,000 (septic) 1,250 (pump) 1,250 (septic) 1,500 (pump) 1,500 (septic)
<b>Pend Oreille see NE Tri County Health</b>			

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>Pierce Tacoma-Pierce Health Department</b>	<b>Campbell Pre-Cast</b> PO Box 1522 Graham, WA 98388	Two.....	1,000
	<b>Evergreen Precast</b> PO Box 58 Sumner, WA 98390 (206) 863-6510	One.....	750
		One.....	1,000
		One.....	1,500
		One.....	1,000
<b>Northwest Cascade</b> PO Box 73399 Puyallup, WA 98373	Two.....	1,500	
<b>Pierce Tacoma-Pierce Health Department (cont'd)</b>	<b>Stuth Company</b> PO Box 950 Maple Valley, WA 98038 (206) 255-3546	One.....	1,500
		One.....	1,000
		One.....	1,500
<b>San Juan</b>	<b>Berg Vault Company of WA, Inc.</b> 2308 Cedardale Road Mount Vernon, WA 98274 (360) 424-4999	Not provided	750 1,000 1,750
		Not provided	Not provided
		Not provided	Not provided
<b>Skagit</b>	<b>Bode's Precast</b> 144 River Road Lynden, WA 98264 (360) 354-3912	Not provided	Not provided
		Not provided	Not provided
		Not provided	Not provided
<b>Skagit</b>	<b>Cuz Concrete Products</b> 19604 67th Avenue NE Arlington, WA 98223 (360) 435-5531 (360) 435-8134 Fax (800) 659-1941	Not provided	Not provided
		Not provided	Not provided
		Not provided	Not provided
<b>Skagit</b>	<b>Berg Vault Company of WA, Inc.</b> 2308 Cedardale Road Mount Vernon, WA 98274 (360) 424-4999	One.....	400 (pump)
		One.....	750 (pump)
		Two.....	1,000

Concrete Tanks Approved by Local Health Jurisdictions			
County	Manufacturer	Number of Compartments	Liquid Capacity (gallons)
Skagit (cont'd)	<b>Bode's Precast</b> 144 River Road Lynden, WA 98264 (360) 354-3912	Not provided	Not Provided
	<b>Concrete Nor'west</b> 1031 Hampton Road Lynden, WA 98264 (360) 364-3243	Not provided	Not provided
	<b>Cuz Concrete Products</b> 19604 67th Avenue NE Arlington, WA 98223 (360) 435-5531 (360) 435-8134 Fax (800) 659-1941	One.....	1,000
	<b>Everett Brothers Ready-Mix, Inc.</b> 3651 State Hwy 20 Oak Harbor, WA 98277 (206) 657-2727 (206) 675-2215	One.....	1,000
	<b>Pacific Precast</b> PO Box 1761 Oak Harbor, WA 98277 (360) 679-0702 (360) 678-5617 Contact: Doug Tacia	One..... Two.....	600 (Pump) 1,000
	<b>Stanwood Redi-Mix</b> 2431 Larson Road Silvana, WA 98287 (360) 652-7886 (360) 652-7777	Two..... Two..... One.....	1,000 1,250 120 (pump)
<b>Skamania</b> <i>see Clark -Skamania</i>			
<b>Snohomish</b>	<b>Berg Vault Co. of WA, Inc.</b> 2308 Cedardale Road Mount Vernon, WA 98274 (360) 424-4999	Not Provided	750 (pump) 1,000

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
	<b>Cuz Concrete Products</b> 19604 67th Avenue NE Arlington, WA 98223 (360) 435-5531 (800) 659-1941 (360) 435-8134 Fax	Not Provided	750 (pump) 1,000 (septic/pump) 1,250 (septic/pump) 1,500 (septic/pump)
	<b>Hayes Concrete Products</b> 19401 State Route 203, Monroe, WA 98272 (360) 794-1468	One..... One..... Two.....	750 (pump) 1,000 (pump) 1,000 (septic)
	<b>Stuth Company</b> PO Box 950 Maple Valley, WA 98038 (206) 255-3546	Not Provided	750 (pump) 1,000 (septic / pump) 1,750 (septic / pump)
<b>Spokane</b>	<b>Custom Excavating</b>	Two.....	1,000
	<b>Newport Concrete</b>	Two.....	1,000
	<b>Panhandle Concrete Products</b>	Two.....	1,000
	<b>Toner's Sand &amp; Gravel</b> East 4611 Eloika Road Chattaroy, WA 99003 (509) 325-4573 Contact: Larry Toner	Two..... Two.....	1,000 1,000 (Delzotto)
<b>Spokane (cont'd)</b>	<b>Wilbert Precast, Inc.</b> 2215 East Brooklyn Spokane, WA 99217 (509) 325-4573 (800) 888-4573	Two.....	1,000
		Two..... Two..... Two..... Three .....	1,500 2,000 2,500 1,500
	<b>White Block Co.</b> 6219 East Trent Spokane, WA 99212 (509) 534-0651	Two.....	1,000
		Two..... Two..... Two..... Three .....	1,500 2,000 2,500 1,500
<b>Stevens</b> <i>see NE Tri County Health</i>			
<b>Thurston</b>	<b>Atlas Concrete Products</b> 19221 Sargent Rochester, WA 98579 Contact: Rod Liseth	One..... One..... One..... Two..... Two.....	400 800 1,150 1,150 1,200



<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>Thurston (cont'd)</b>	<b>Campbell Pre-Cast Concrete</b> PO Box 1522 Graham, WA 98388 Contact: Jim Campbell, Jr.	Two.....	1,000
	<b>Glacier Northwest</b> <i>Washington Division</i> 5975 E. Marginal Way South Seattle, WA 98134 (206) 764-3000  <i>SW Washington &amp; Oregon</i> 1050 North River Street Portland, OR 97227 (503) 335-2600	Not provided	Not provided
	<b>Evergreen Pre-Cast</b> PO Box 58 Sumner, WA 98390	Two.....	1,100
	<b>Northwest Cascade</b> PO Box 73399 Puyallup, WA 98373 Contact: Dave Turgeon	Two..... Two.....	1,125 1,150
	<b>Stuth Company, Inc.</b> PO Box 950 Maple Valley, WA 98038 (206) 255-3546	One..... Two..... Nibbler .....	750 1,000 1,750
<b>Wahkiakum</b>	Not provided		
<b>Walla Walla</b>	<b>Koncrete Industries</b> 1360 Dell Avenue Walla Walla, WA 99362	Not provided	1,200
	<b>Bob Humbert &amp; Sons</b> 1560A S. Main Street Milton-Freewater, OR 97862	Not provided	1,000 1,500
	<b>Rada &amp; Sons</b> 15 East Ice Harbor Drive Pasco, WA 99301	Not provided	1,000 1,600
	<b>Reese Concrete Products</b> 1606 South Ely Kennewick, WA 99337-2899	Not provided	1,000 1,600

<b>Concrete Tanks Approved by Local Health Jurisdictions</b>			
<b>County</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
	<b>Selah Concrete Products</b> 319 South First Avenue Selah, WA 98942	Not provided	1,000 1,250
<b>Whatcom</b>	<b>Bode's Precast</b> 144 River Road Lynden, WA 98264 (360) 354-3912	Not provided	750 900 1,000 1,250 1,500 (pump)
<b>Whitman</b>	Not provided		
<b>Yakima</b>	<b>Bert's Excavating</b> PO Box 73 Sunnyside, WA 98944 (509) 837-2117 (509) 837-6282	One..... One..... One..... Two..... Two..... Two..... Three .....	1,000 1,250 1,500 1,000 1,250 1,500 1,500
<b>Yakima (cont'd)</b>	<b>Wilbert Precast, Inc.</b> 2215 East Brooklyn Spokane, WA 99217 (509) 325-4573 (800) 888-4573	Not provided	
	<b>Valley Septic Services</b> 903 Ahtanum Road Union Gap, WA 98903 (509) 248-6810 (509) 248-1608	Two..... Two.....	1,000 1,250

**SECTION 3 – List of Concrete Tanks Approved by Washington State Department of Health**

<b>Concrete Tanks Approved by Washington State Department of Health</b>			
<b>Description</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>CONCRETE</b>	<b>Bode Pre-Cast</b> 144 River Road Lynden, WA 98264 (360) 354-3912	Two .....	1,000 (January 2006)
	<b>Central Reddi-Mix, Inc.</b> 305 East Summa Centralia, WA 98531 (360) 458-3088	Two .....	1,500 (August 2003)
	<b>Cuz Concrete Products</b> 19604 67th Avenue NE Arlington, WA 98223 (360) 435-5531 (360) 435-8575 Fax	Two .....	3,000 (septic/pump) (June 2005)
	<b>D &amp; K Concrete Products</b> 15008 NE 15th Avenue Vancouver, WA 98665	Three.....	1,860 (septic/pump) (March 2005)
	<b>Evergreen Pre-Cast, Inc.</b> PO Box 58 Sumner, WA 98390 (253) 863-6510	One .....	3,000 (pump)
		Two .....	3,000 (septic)
		Two .....	2,140 (December 2003)
	Two .....	DF50-CA-2 Whitewater Tank (September 2004)	
<b>Puget Sound Concrete Products LLC</b> PO Box 436 Carnation, WA 98014	Two .....	1,000 (septic)	
	Two .....	1,000 (pumping/dosing tank)	
	Two .....	1,250 (septic)	
	Two .....	1,250 (pumping/dosing tank)	
	Two .....	1,500 (septic)	
	Two .....	1,500 (pumping/dosing tank)	
	Two .....	1,750 (septic)	
	Two .....	1,750 (pumping/dosing tank)	
	One .....	899 (Whitewater DF050)	
	One .....	1,158 (Whitewater DF-60)	
	Two .....	1,500 (Orenco AdvanTex tank) (June 2007)	

<b>Concrete Tanks Approved by Washington State Department of Health</b>			
<b>Description</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>CONCRETE (cont'd)</b>	<b>Sound Placement Services LL</b> PO Box 1649 Castle Rock, WA 98611 (360) 274-7675 (360) 274-7391 Fax	Two .....	1,050 (septic)
		Two .....	1,250 (septic)
		Two .....	1,500 (septic)
		One .....	1,000 (pumping/dosing tank)
One .....		1,500 (pumping/dosing tank)	
One .....		1,800 (pumping/dosing tank) (January 16, 2008)	
	<b>Sound Ready-Mix of Castle Rock, WA</b> 4562 Westside Highway Castle Rock, WA 9861	Three.....	2,633* (Revised—May 2001)
*For high groundwater installations, the tank must be buried so that the top of the tank is a minimum 13 " below finished grade per manufacturer's recommendations to counteract buoyancy.			
	<b>Utility Vault</b> P.O. Box 588 Auburn, WA 98071-0588	One .....	8,000 (pump)
		Two .....	7,000 (septic) (May 2005)
	<b>Waite Concrete Products</b> 24526 SW Pacific Highway Canby, OR 97013 (503) 266-2670	Two .....	1,500 (septic)
		One .....	3,000 (pump) (December 2004)

<b>Concrete Tanks Approved by Washington State Department of Health</b>			
<b>Description</b>	<b>Manufacturer</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>CONCRETE (cont'd)</b>	<b>Wilbert Precast, Inc.</b> 2215 East Brooklyn Spokane, WA 99217 (800) 888-4573 (509) 325-4573	One .....	1,000 (monolithic)
		Two .....	1,000 (monolithic)
		Two .....	1,250 (monolithic)
		Two .....	1,500 (monolithic)
		Two .....	1,000 (monolithic) with 500 (pump) (October 2004)
			1,000 (monolithic)
			1,000 (monolithic)
			1,250 (monolithic)
			1,500 (monolithic)
			1,000 (monolithic) with 500 (pump) (October 2004)
		One .....	1,000 (monolithic) H. Load Option
		Two .....	1,000 (monolithic) H. Load Option
		Two .....	1,250 (monolithic) H. Load Option
		Two .....	1,500 (monolithic) H. Load Option
		Two .....	1,000 (monolithic) with 500 (pump) H. Load Option (November 2004)
One .....	3,000 – 6,400 (septic/pump)		
(Product # 1980 / 1981 / 1984 / 1985 / 1986)			
Two .....	3,000 – 6,200 (septic) (July 2005)		

**SECTION 4 – List of Non-Concrete Tanks Approved by WA State Dept. of Health**

<b>List of Non-Concrete Tanks Approved by WA State Dept. of Health</b>			
<b>Description</b>	<b>Manufacturers</b>	<b>Number of Compartments/ Model #</b>	<b>Liquid Capacity (gallons)</b>
<b>FIBERGLASS</b>	<b>Containment Solutions, Inc.</b> 5150 Jefferson Chemical Road Conroe, TX 77301-6834 (936) 756-7731 Ext 201 (936) 756-7766 Fax	Three ..... Model SWT D-6 (6')..... Model SWT G-6 (8') ..... Model SWT D-6 (10')....	15,000 (Max) 25,000 (Max) 50,000 (Max) (February 2005)
	<b>Fextex Systems, Inc.</b> 732 North 16th AVE Suite 21 Yakima, WA 98902 (509) 965-8437	One, Two, or Three ..... One, Two, or Three ..... One, Two, or Three ..... One, Two, or Three ..... One, Two, or Three ..... One, Two, or Three ..... One, Two, or Three ..... One, Two, or Three .....	3,000 4,000 6,000 8,000 10,000 12,000 15,000 20,000
	<b>Orengo Systems, Inc.</b> 814 Airway Avenue Sutherlin, OR 97479 (800) 348-9843 (541) 459-4449 (541) 459-2884 Fax	One..... One or Two..... Two.....  24" "Ultra-Rib" 30" "Perma-Loc IV"	750 1,000 1,500  Pump Basins (July 2006)
	<b>Western Industrial Laminations, LTD.</b> 301 - 19837 Telegraph Trail Langley, B.C. V3A 4P8 CANADA (604) 986-8070	Two..... Two..... Two..... Two..... Two.....	1,000 1,250 1,500 1,800 2,000 (August 1995)
	<p>Minimum soil cover over the top of the tank is 3 feet.                      Maximum soil cover over the top of the Standard tank shall be 6 feet. Maximum soil cover over the top of the Heavy Duty (Traffic Bearing) tank shall be 8 feet.                      In sites with the water table above the bottom of the tank, a hold-down slab per the manufacturer's specifications is required for tank anti-floatation.</p>		

List of Non-Concrete Tanks Approved by WA State Dept. of Health			
Description	Manufacturers	Number of Compartments	Liquid Capacity (gallons)
POLYETHYLENE	<b>Den Hartog Industries, Inc.</b> PO Box 425 Hospers, IA 51238-0425 (712) 752-8432 (800) 342-3408	Two..... Model AST-1000-2 HDPE	1,000 (July 2003)
		Two..... Model AST-1250-2HDPE	1,250 (Septic)
		Two..... Model AST-1500-2 HDPE	1,500 (Septic) (May 2005)
	<b>Roth Global Plastics, Inc.</b> PO Box 245 Syracuse NY 13206	Model ST 1060	1,060
		Model ST 1250	1,250
		Model ST 1500	1,500
<b>NORWESCO, Inc.</b> 4365 Steiner St PO Box 439 St. Bonifacius, MN 55375-0439 (952) 446-1945	Two.....	1,000 1,250 1,500 (March 1992)	
	Two.....	1,000 (Bruiser Tanks)	
	Two.....	1,250 (Bruiser Tanks)	
	Two.....	1,500 (Bruiser Tanks) (June 2003)	
	One.....	1,000 (Bruiser) (July 2006)	
<b>Premier Plastics, Ltd.</b> 8328 River Way Delta, B.C. V4G 1C4 CANADA (800) 661-4473 Canada & USA (604) 952-6686 (604) 952-6696 Fax	Two..... Model STSU 1000	1,300 (July 1995)	
	One..... Model PCU 760 "Saturna"	760 (May 1998)	
	Two..... Model STSU 1000	1,000 (Oct 1999)	
<b>Roto Tech Industries</b> 201 Carlisle Coos Bay, OR 97420 (541) 267-4804	Two.....	1,250 (September 1991)	
	Two.....	1,000 (February 1992)	

<b>List of Non-Concrete Tanks Approved by WA State Dept. of Health</b>			
<b>Description</b>	<b>Manufacturers</b>	<b>Number of Compartments</b>	<b>Liquid Capacity (gallons)</b>
<b>POLYETHYLENE</b> (cont'd)	Snyder Industries, Inc. 602 Industrial Drive Marked Tree, AR 72365 (870) 358-3400	One (spherical).....	300 (Pump)
		One (spherical)... ..	500 (Pump)
		One or Two (ribbed) ...	750 (Pump)
		One or Two (ribbed) ...	1,050
		One or Two (ribbed) ...	1,250
		One or Two (ribbed) ...	1,500
			(February 2003)



**MEMORANDUM**

DATE: March 17, 2008

TO: Operations and Public Projects Committee Members

CC: Carol Morris, City Attorney  
Rob Karlinsey, City Administrator  
Steve Misiurak, PE, City Engineer  
Darrell Winans, Wastewater Treatment Plant Supervisor

FROM: Jeff Langhelm, PE, Senior Engineer

SUBJECT: **Recommendation on a Requested Sewer Concurrency  
Alternative Through the use of Temporary Septic Storage Tanks**

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The City of Gig Harbor has recently received a request from a developer for the City to look at the possibility of changing the City's Municipal Code to allow temporary septic storage tanks. The current City Code has an exception for connection to the City sewer system that allows for installation of a septic system under certain conditions (13.28.100(E) GHMC) but does not allow for temporary septic storage systems. City Staff is recommending the City continue with the prohibition of temporary septic storage systems based on concerns of health and safety issues related to septic storage systems and the additional staff effort necessary to implement, review, and inspect the systems,.

The Engineering Division has listed below the concerns for the proposed temporary septic storage tanks. However, if the City Council would prefer to revise the City's Code to temporarily allow the septic storage tanks, staff has also provided below the recommended policy changes and technical specifications if the tanks were to be installed.

**Concerns**

- Due to the stagnant nature of the septic effluent, a storage tank will generate unpleasant odors that will be continuously vented and agitated during pumping operations.
- A potential exists that illegal dumping of the effluent will occur from the transfer vehicle to a city sewer manhole or a city stormwater facility.
- Temporary septic storage tanks would add a burden to City staff for implementation of a system, project review and inspection, and monitoring.

- The cost to install and maintain these systems will be excessive for most residential and small business applicants, thereby creating a potential health and safety issue. A facility that produces 2-3 ERUs of sewer (a 4,000 sq ft retail/commercial office space) could incur an estimated \$8,000-\$10,000 initial cost PLUS the estimated minimum pumping costs of approximately \$300 per pumping. Pumping would be scheduled at a maximum interval of 2 week to avoid potential odor problems. Therefore the cost simply to operate the system would be estimated at \$15,000 and \$20,000 per year.
- The Tacoma-Pierce County Health Department (TPCHD) would also need to accept each temporary septic storage tank application through their own review process.

### **Recommended Policy Changes**

- The change would be temporary in nature. The Code would prohibit temporary septic storage tanks once additional capacity at the City's wastewater treatment plant becomes available.
- The temporary tanks would be allowed for non-residential developments only.
- The temporary tanks would need to be installed and operational prior to issuance of the Certificate of Occupancy for the building being served.
- The development must also install a dry sewer connection to the City's sewer main. This sewer connection will be constructed to connect to the building and NOT to the tank(s). Final connection between the building and the dry sewer connection may only occur if a temporary valve is installed at the perimeter of the building to not allow sewer to flow to the City's sewer main. The valve would remain closed and a sewer test ball will be installed at the property line clean-out until such time the development receives sewer concurrency.
- The developer must bond for, and/or record against the title to the property, the requirement to have the tank decommissioned in a manner acceptable to the City and the TPCHD after its use.
- Any ordinance that revises City Code to allow temporary septic storage tanks should be revoked once the City's wastewater treatment plant has capacity to reserve.
- The proposed policy revision should require a separate sewer application in lieu of the sewer concurrency reservation certificate application. This application would require additional staff time to review, implement, and inspect the temporary system. Therefore the applicant would pay additional review and inspection fees for processing the application.
- Since the City does not have sewer capacity under the sewer concurrency ordinance, the City would not allow discharge of the effluent from a temporary septic storage tank to enter the City's sewer system.

### **Recommended Technical Specifications**

- The developer must bond for, and/or record against the title to the property, the requirement to have the tank pumped out based on a schedule and NOT based on calls from an alarm.

- Pumping schedule will be based not solely on the largest capacity of the tank(s) provided but also with the intent of minimizing odors (2 weeks maximum).
- The tank(s) will include external audible level alarms with a minimum of two levels (high level and extreme high level) as a back-up to the scheduled pumping.
- The tank(s) will vent back to the building vents.
- The tank(s) will have self-contained pumps for evacuating each tank to the transfer vehicle. Vacuum-type evacuation will be prohibited.
- A two-stage tank system is acceptable (one tank for solids and one tank to pump effluent from).
- Each tank must include a locking mechanism that can only be opened by either the pumping company or the City.
- The tank(s) must be installed, tested, and accepted prior to issuance of either temporary or permanent certificate of occupancy.
- Tank pumping records must be logged on site and be available to the City during normal business hours for inspection. These records would include receipt from the sewer system receiving the effluent.
- A backup battery must be provided for the alarm system for emergency situations where electricity at the development has been lost. When pumping is required during periods of power loss, vacuum-powered transfer vehicles would be allowed.

Please contact me if there are any questions.



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

**Subject:** Recommendation to Name the Park at Eddon Boat: Maritime Heritage Park

**Proposed Council Action:** Council to select and adopt a name for the City Park at 3805 Harborview Drive.

**Dept. Origin:** Public Works - Operations

**Prepared by:** Marco Malich  
Interim Director of Operations

**For Agenda of:** April 28, 2008

**Exhibits:** Parks Commission Minutes  
Initial & Date

**Concurred by Mayor:** CLH 4/23/08

**Approved by City Administrator:** PK 4/23

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** MM

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

Over the past few months, the Gig Harbor Parks Commission addressed the naming of the park area of our City Park at 3805 Harborview Drive, now commonly referred to as Eddon Boat Park. They reviewed the history of the property and asked the Historical Society for feedback.

The Gig Harbor Peninsula Historical Society input was it would be most appropriate to name the space Eddon Park. They felt that would be consistent with other areas around town that have been named for previous owners. They felt it would be confusing if the building is named one thing and the park is named something else.

The Parks Commission voted on the suggested names and bring forward their recommendation for City Council consideration of Maritime Heritage Park, with the Eddon Boatyard name being retained and referring to the boat building only.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

Parks Commission recommendation April 2, 2008.

**RECOMMENDATION / MOTION**

**Move to:** Council to select and adopt a name for the City Park at 3805 Harborview Drive.

**CITY OF GIG HARBOR  
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: April 2, 2008      Time: 5:30 p.m.      Location: Community Rooms A&B      Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners: Jacquie Goodwill, Peter Hampl, Michael Perrow and Nick Tarabochia;  
Staff Members: Terri Reed, Nancy Careaga, Marco Malich, Rob Karlinsey

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Approval of Minutes	Approval of March 5, 2008 Minutes	Motion: Move to approve March 5, 2008 minutes as presented.  Tarabochia / Perrow – unanimously approved.
<b>OLD BUSINESS:</b> Placement of Torrens Art at Donkey Creek Park	Betty Willis from the Arts Commission was present to ask for a recommendation for the location of the Torrens art in Donkey Creek Park.  Mayor Hunter's suggestion for placing the art piece in the planting area next to the restroom was reviewed.  Nick Tarabochia asked about the recommendation from the March Parks Commission meeting that he meet with Bob Sullivan and Lita Dawn Stanton to review the Donkey Creek Daylighting proposal.  Jacquie Goodwill explained that she met with the Mayor, Rob Karlinsey, City Administrator, and Bob Sullivan to discuss the art placement options.	Motion: Move to recommend the art be placed in the garden area by the bathrooms.  Perrow /  Motion: Move to recommend the art be placed just off the sidewalk on a concrete pad.  Hampl /  Tarabochia seconded the first motion – unanimously approved.
Eddon Boat Park Naming	The Historical Society's recommendation that the park be named Eddon Park was reviewed.	Motion: Move to recommend naming the park Maritime Heritage Park.

**Topic / Agenda Item**

**Main Points Discussed**

**Recommendation/Action Follow-up (if needed)**

	<p>Peter Hampl suggested the name of Maritime Heritage Park.</p>	<p>Amended: to state that the building would remain Eddon Building located at the Maritime Heritage Park.</p>
<p>Marvin Veterans Park – Memorial Monument</p>	<p>The placement of the flagpole and memorial monument was discussed.</p>	<p>Perrow / Tarabochia – unanimously approved.                  Motion: Motion to place the monument and flagpole at the northeast corner of the park in the overlook area.</p>
<p>Parks Appreciation Day Planning</p>	<p>Details for work site planning were reviewed.</p>	<p>Hamp / Tarabochia – unanimously approved.                  Jacquie Goodwill will approach City Council asking for participation and a site leader for Adam Tallman Park.</p>
<p>Parks Visits during June Meeting</p>	<p>The possibility of having the June meeting be conducted at a couple of City Parks was discussed.</p>	<p>The June meeting will adjourn and then move to two City Parks which will be recommended by Marco Malich, Interim Director of Operations.</p>
<p><b>NEW BUSINESS:</b>                  Chair and Vice Chair Nominations</p>	<p>Peter Hampl was nominated for Vice Chair but declined the position.</p>	<p>Michael Perrow will become the new Commission Chair and Nick Tarabochia will take the Vice Chair position starting with the May meeting.</p>
<p><b>PUBLIC COMMENT:</b></p>	<p>Sandy Elkin, 11925 Creviston Drive, KPN presented the Austin family's background on Harborview Drive and explained his desire to build a gazebo and planter boxes for the Austin Estuary Park. He would also like to be Santa in that park this year.</p>	<p>Rob Karlinsey explained that the City is currently working on a conceptual plan for the park and invited Mr. Elkin to attend next planning meeting.</p>
	<p>Shane Long, 1010 Potlatch, FI, presented his ideas for offering rewards to people reporting graffiti and creating an aerosol art wall which could be placed in the Skate Park.</p>	<p>Mr. Long will submit pictures of his idea to City staff. To be discussed at next Parks Commission meeting.</p>
	<p>Joel Wingard, representing the Crescent Valley Alliance, asked that two signs be placed in Crescent Creek Park with Wildlife Habitat designations. He also mentioned that they will be holding a celebration in the park on April</p>	<p>Motion: Move that signs go up in Crescent Creek Park.                  Hamp / Perrow – unanimously approved.</p>

**Topic / Agenda Item**

**Main Points Discussed**

**Recommendation/Action Follow-up (if needed)**

	26 <sup>th</sup>	
<b>NEXT PARKS MEETING:</b>		May 7, 2008 @ 5:30 p.m.
<b>ADJOURN:</b>		MOTION: To adjourn at 7:00 p.m. Hamp / Perrow



**CITY OF GIG HARBOR  
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: March 5, 2008 Time: 5:30 p.m. Location: Community Rooms A&B Scribe: Terri Reed

**Commission Members and Staff Present:** Robyn Dupuis, Jacquie Goodwill, Peter Hampl, Michael Perrow and Nick Tarabochia; Staff Members: Terri Reed, Community Development Assistant: Nancy Careaga, Administrative Assistant.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Approval of Minutes	Approval of January 2, 2008 Minutes Approval of February 6, 2008 Minutes	Motion: Approve meeting minutes, with corrections to January meeting date.  Hampl / Perrow – unanimously approved.
<b>OLD BUSINESS:</b>		
Placement of Torrens Art at Donkey Creek Park	Bob Sullivan from the Arts Commission was present to ask for a recommendation to Council for the location of the Torrens art in Donkey Creek Park.  Nick Tarabochia suggested changing the location to an area between the bench and the viewing platform.  The proposed Donkey Creek Daylighting plan was brought up as far as the future vision of the entrances to the park.	Motion: Recommend the welded salmon be placed on a circular pad halfway between the bathroom and the corner, slightly elevated.  Hampl / Dupuis  Bob Sullivan will provide dimensions of the art piece and meet with Lita Dawn Stanton and Nick Tarabochia to review the Donkey Creek Daylighting proposal.  Tabled. This item will be discussed at the April Parks Commission meeting.
Sand Volleyball Courts	The Sand Volleyball group was present to ask for a recommendation to move forward to the Operations and Public Works Committee.	Motion: To endorse the proposal to place the Sand Volleyball Courts at the BMX park.  Perrow / Hampl – unanimously approved.
Eddon Boat Park Naming	Lita Dawn Stanton gave a brief history of the park area.  Peter Hampl suggested the name of Maritime	The Parks Commission would like to get feedback from the Historical Society.  Motion: Present to the Historical Society for



**Topic / Agenda Item**

**Main Points Discussed**

**Recommendation/Action Follow-up (if needed)**

	Heritage Park.	their recommendations for naming the park grounds with the Parks Commission's interest in Maritime Heritage Park.
Marvin Veterans Park – Memorial Monument	Michael Perrow talked to the Peninsula School District and received approval to move the monument from Harbor Ridge Middle School with coordination from the school principal.	Hamp / Dupuis – unanimously approved. Motion: Ask School Board for written approval for the monument to be relocated to KLM Veterans Memorial Park.
Parks Appreciation Day Planning	Michael Perrow gave an update on the planning for Parks Appreciation Day on April 19, 2008.	Goodwill / Tarabochia – unanimously approved. Staff will provide a visual of the park plan so that location of the monument can be discussed.
<b>NEW BUSINESS:</b>		Jacquie Goodwill will approach City Council asking for participation and a site leader for Adam Tallman Park.
Parks Commission Meeting to Visit City Parks	Peter Hamp would like to conduct the June meeting visiting City parks.	To be discussed at the April Parks Commission meeting.
<b>PUBLIC COMMENT:</b>		
Crescent Creek City Property Acquisition	Steve & Colleen Parrish brought forward a proposal asking the City consider a lot line transfer with the City swapping a portion of their property with a portion of the City's property.	Parks Commission referred the Parrish's to City Administration.
<b>NEXT PARKS MEETING:</b>		April 2, 2008 @ 5:30 p.m.
<b>ADJOURN:</b>		MOTION: To adjourn at 7:01 p.m.
		Tarabochia / Perrow

**CITY OF GIG HARBOR  
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: December 5, 2007 Time: 5:30 p.m. Location: Community Rooms A&B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Jacquie Goodwill, Ken Malich, Nick Tarabochia, Peter Hampl and Michael Perrow; Dave Brereton, Director of Operations; Terri Reed, Community Development Assistant.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action <b>Follow-up (if needed)</b>
Approval of Minutes	Approval of November 7, 2007 Minutes	<p>MOTION: Move to approve November 7, 2007 minutes as presented.</p> <p>Jacquie Goodwill made a couple of corrections to the minutes.</p> <p>MOTION: Move to approve minutes as amended.</p> <p>Goodwill / Hampl – unanimously approved as amended.</p>
<p><b>OLD BUSINESS:</b> Off-Leash Dog Enforcement/Dog Parks</p>	<p>Jeanne Hampl representing the CHEW dog group expressed their desires to have an off-leash dog park. Wilkinson Farm Park has frequently been used as an unofficial dog park. The dogs need to be in a larger, fenced area with line of sight to the dogs.</p> <p>Michael Perrow discussed the possible option of turning the current BMX park into an off-leash dog park. The property would need work, including fencing and a salley-port entrance/exit.</p> <p>Kae Patterson, spoke about her experience</p>	

**Topic / Agenda Item**

**Main Points Discussed**

**Recommendation/Action Follow-up (if needed)**

	<p>and research on dog parks.</p> <p>Sharon Wegner asked for a temporary solution since the CHEW group hasn't been able to come up with an area.</p> <p>Jacque Goodwill asked Dave Brereton to get a bid on fencing and gating for the BMX Park</p> <p>Bill Joyce asked why it is a problem to have dogs off leash at Wilkinson Park. He asked if maybe the upper third could be used.</p> <p>Dennis Barstow stated that he has never seen a problem at Wilkinson Park.</p> <p>Liza Bandbow mentioned that the Cushman Trail is a good area to have human/dog capability. She would like to see a dog sandbox and an obstacle course included in a dog park. She thinks that maybe someone could possibly make a private donation of property.</p> <p>Lee Desta, a CHEW member, explained that she is a Bandix Park volunteer and all the material there was donated for building the park.</p> <p>Bill Weymouth mentioned that Pierce County has said that there won't be any dog parks in Gig Harbor. Mr. Weymouth has priced fencing for a 1-2 acre dog park area at approximately \$1,500.</p>	<p>Dave Brereton will get a bid for materials.</p>
<p>Westside Park Naming</p>	<p>Some options were discussed for the name of the new Westside Park.</p> <p>Nick Tarabochia would like the park to be named after Kenneth Leo Marvin, who was a veteran.</p>	<p>This item will be discussed at the January Parks Commission meeting.</p>

**Topic / Agenda Item**

**Main Points Discussed**

**Recommendation/Action Follow-up (if needed)**

	<p>Peter Hampl brought up the option of naming it a veteran's memorial park, but not specifically after one person.</p>	<p>Parks Commission members will exchange emails with their suggestions.  <b>MOTION:</b> Move to table this agenda item.</p>
<p>Cushman Trail – Trail Safety</p>		<p>Malich / Hampl – unanimously approved.</p>
<p>Alcohol in City Parks</p>		<p><b>MOTION:</b> Move to table this agenda item.</p>
<p>Smoking Ban in Parks Update</p>		<p>Malich / Hampl – unanimously approved.  <b>MOTION:</b> Move to table this agenda item.</p>
<p><b>NEW BUSINESS:</b></p>		<p>Malich / Hampl – unanimously approved.</p>
<p>Park Play Structures</p>	<p>Brett Oliver, from Cascade Recreation, discussed some options for the replacement playtoy structure in Crescent Creek Park and the additional one to be put in the Skate Park.                   The Boundless Playgrounds program and options for ADA accessible structures were discussed.</p>	
<p>Public Art Presentation (Gig Harbor Arts Commission)</p>	<p>Bob Sullivan presented a work of public art that the Arts Commission would like to place at Donkey Creek Park.                   Nick Tarabochia expressed the need to solidify the Council's placement process policy on Art in Parks.</p>	<p>Nick Tarabochia will meet with the Mayor regarding placement policy.   <b>MOTION:</b> Move to support the piece by Tom Torrens but have concerns about placement as shown and would like that to be addressed.</p>
<p>Wilkinson Barn Update</p>	<p>Lita Dawn Stanton shared that the Wilkinson Barn has been listed with the State as a historic structure. Now, the City can apply for funds for public access. She distributed the historic structures report to the Parks</p>	<p>Perrow / Tarabochia – unanimously approved.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Eddon Boat Park Naming	Commissioners. The Park portion of the Eddon Boat Park area needs to be named. Peter Hampl would like the name to be Gig Harbor Maritime Heritage Park.	Lita Dawn Stanton will provide some background on the area to the Commission so that they can discuss options for a recommendation to Council.
<b>PUBLIC COMMENT:</b>	None	
<b>NEXT PARKS MEETING:</b>		January 2, 2007 @ 5:30 p.m.
<b>ADJOURN:</b>		MOTION: Move to adjourn Tarabochia / Perrow – unanimously approved

**Subject:** Borgen Boulevard/SR-16/  
Canterwood (BB-16) Interchange Level III  
Screening Analysis  
-- Consultant Services Contract

**Proposed Council Action:** Authorize the Mayor on behalf of Council to execute a Local Agency Standard Consultant Agreement with H.W. Lochner, Inc.

**Dept. Origin:** Engineering Division

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

**For Agenda of:** April 28, 2008

**Exhibits:** Local Agency Standard  
Consultant Agreement

Initial & Date

**Concurred by Mayor:**


 4/24/07

**Approved by City Administrator:**


 4/24

**Approved as to form by City Atty:**

**Approved by Finance Director:**

 4/24/08

**Approved by Department Head:**

 4/23/08

Expenditure		Amount		Appropriation	
Required	\$172,014.00	Budgeted	\$100,000.00	Required	\$72,014.00

**INFORMATION / BACKGROUND**

Previously, the City conducted a Level I and Level II alternative screening analysis in an attempt to identify the preferred long term improvements to the Burham/Borgen/SR-16 Interchange area. The Level I analysis reduced the original 16 alternatives to 3 remaining alternatives for further review and study under a Level II screening analysis.

The conclusions of the Level II screening analysis recommended further study of two options, the Single Point Urban Interchange (SPUI) and the Split Diamond Interchange Concept.

A budgeted 2008 objective provides for the completion of the screening analysis with the identification of the most preferred alternative for council consideration and action.

In response to a City Statement of Qualifications, five engineering firms responded to the City's request for services.

The City then developed a series of consultant questions and on two separate occasions, the City held consultant interviews before a selection panel.

The selection panel was comprised of eleven individuals including representatives from the Gig Harbor North businesses, a private citizen, a Costco traffic engineer, a representative from

Olympic Property Group, a WSDOT representative, a Franciscan Health representative, along with City staff and the City Administrator.

Of the five engineering firms, two were invited back for a second interview. At the second interview, it was a unanimous panel consensus that the engineering firm of H. W. Lochner, Inc. was the most qualified to perform the requested scope of services.

Staff subsequently conducted an extensive reference check and the results of the check were outstanding recommendations of their work being completed on time, on budget, along with outstanding technical completion. Enclosed is a summary of the firm's requisite qualifications and experiences.

This Phase 1 of Lochner's scope of services will perform a fatal flaws analysis of the two current selected alternatives in sufficient detail for the City and stakeholders to select the single preferred alternative.

A future and separate scope of services will then be undertaken to permit, design and finance the preferred alternative. The attached scope of services contains the detailed description of the work to be provided.

**FISCAL CONSIDERATION**

Funding for this work is included under the Burnham/Borgen/SR-16 Interchange Corridor Improvements budget item number 10 in the Street Capital Fund in the amount of \$100,000. The excess can be funded from other budget savings or out of the ending fund balance as we get closer to year's end.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor on behalf of Council to execute the Local Agency Standard Consultant Agreement with H.W. Lochner, Inc. in the not-to-exceed amount of one hundred seventy-two thousand fourteen dollars and no cents (\$172,014.00).

<b>Local Agency Standard Consultant Agreement</b>		Consultant/Address/Telephone H. W. Lochner, Inc. 400 108th Ave NE Suite 401 Bellevue, WA 98004	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		(425) 454-3160	
Agreement Number CSP-0803		Project Title And Work Description SR-16 Burnham / Boulevard Interchange	
Federal Aid Number		Finalize a preferred alternative for an improved interchange on SR-16, provide an economic analysis and environmental and constructibility fatal flaws analysis. This work is Phase I of IV as shown in Exhibit A.	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate <u>1.7048</u> % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % <input checked="" type="checkbox"/> Fixed Fee \$ <u>12,907.00</u> <input type="checkbox"/> <b>Specific Rates Of Pay</b> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>		DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 36-2338811 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date July 31, 2012	
		Total Amount Authorized \$ <u>172,014.00</u> Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>172,014.00</u>	

**Index of Exhibits**

- Exhibit "A" - Scope of Work
- Exhibit "B" - DBE Participation
- Exhibit "C" - Electronic Exchange of Engineering and Other Data
- Exhibit "D" - Payment (by Agreement Type)
- Exhibit "E" - Consultant Fee Determination
- Exhibit "F" - Breakdown of Overhead Cost
- Exhibit "G" - Subcontract Work/Fee Determination
- Exhibit "H" - Title VI Assurances
- Exhibit "I" - Payment Upon Termination of Agreement
- Exhibit "J" - Alleged Consultant Design Error Procedures
- Exhibit "K" - Consultant Claim Procedures
- Exhibit "L" - Liability Insurance Increase
- Exhibit "M" - Certification Documents

THIS AGREEMENT, made and entered into this 28th day of April, 2008, between the Local Agency of City of Gig Harbor, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".



**WITNESSETH THAT:**

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

**IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

#### **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

#### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

#### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

**XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

**Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

**XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

**XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

**XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

**XVIII Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  \_\_\_\_\_

By \_\_\_\_\_

Consultant Stephen L. Lewis, H. W. Lochner \_\_\_\_\_

Agency Charles L. Hunter, Mayor, City of Gig Harbor, WA

**Exhibit A-1  
Scope of Work**

Project No: CSP-0803

See attached Exhibit A

**Documents To Be Furnished By The Consultant**

See attached Exhibit A



## Exhibit A Scope of Services



### SR 16 – Burnham Drive / Borgen Boulevard Interchange

This project is located at the Interchange of SR-16 and Burnham Drive and Borgen Boulevard. The CITY has identified this interchange as a limiting factor on traffic flow in the area. Level I and Level II analyses have been completed to determine the appropriate options, and have narrowed those options to either a Single Point Urban Interchange (SPUI) or a modified Split Diamond Interchange (SDI). The CITY is very concerned about the level of congestion currently being experienced, the lack of concurrency under the Growth Management Act created for any significant action, and potential “fatal flaws” that may preclude either of the remaining options.

Work accomplished under the Level I and Level II analyses has failed to result in a preferred alternative. The CONSULTANT’S primary task is to complete that work to achieve a design decision and determine the level of environmental work required to allow permitting of that design. Thus the goal of this initial work is to conduct a fatal flaws analysis and provide sufficient information for the City to decide on the appropriate improvement to provide reliable mobility in the SR-16, Burnham Drive and Borgen Boulevard area.

The next phase of the services will be to prepare the Interchange Justification report, complete the environmental documentation, the preliminary design work and associated tasks.

#### NOTES:

- The intent of the CONSULTANT is to use information and data that has been previously completed to avoid duplication of cost and effort.
- The term CONSULTANT as used within this scope may include SUBCONSULTANTS.
- The term CITY as used within this scope means the City of Gig Harbor.
- Standards and requirements generally refer to CITY standards and requirements. As directed by the CITY, the CONSULTANT will use external standards as applicable.
- The accompanying budget reflects only that work required in the initial Fatal Flaws analysis. The budget for the following Phases will be completed after a preferred alternative is selected, and the requirements for the work to be accomplished can be better defined.
- Travel times for the CONSULTANT will be from Tacoma to Gig Harbor and return only.

#### **Manuals and Abbreviations**

The following are listings of the manuals applicable to the project, and abbreviations used in this scope of work.

##### *List of Manuals*

##### **Gig Harbor and Pierce County**

- COGH Public Works Standards (most current version)



- City and County Design Standards (M 36-63 Chapter 42)

**Washington State manuals and publications:** (Reference the most recent approved version of the following manuals.)

- WSDOT Design Manual (English) (M22-01)
- WSDOT Highway Runoff Manual (M 31-16)
- WSDOT Highway Surveying Manual (M 22-97)
- WSDOT Hydraulics Manual (M 23-03)
- WSDOT Local Agency Guidelines (M 36-63)
- WSDOT Plans Preparation Manual (M 22-31)
- WSDOT Standard Plans (English) (M 21-01)
- WSDOT Standard Specifications (English) (M 41-10)
- WSDOT Work Zone Traffic Control Guidelines (M 54-44)
- WSDOT Roadside Manual
- WSDOT Roadside Classification Plan
- WSDOT Utilities Accommodation Manual (M22-86)
- WSDOT Utilities Manual (M22-87)
- WSDOT Sign Fabrication Manual (M55-05)
- WSDOT Electronic Engineering Data Standards Manual
- WSDOT Environmental Procedures Manual (M 31-11)
- WSDOT General Special Provisions
- WSDOT Geotechnical Design Manual (M 46-03)
- WSDOT Right of Way Manual (M 26-01)
- WSDOT Guidance for Conducting a Preliminary Site Investigation
- MUTCD - Washington State Modifications (M 24-01)
- Ecology 2005 Western Washington Storm Drainage Design Manual

**Federal Highways Administration publications:**

- Manual On Uniform Traffic Control Devices (MUTCD)
- Roundabouts Guide (FHWA-RD-00-067)

**Transportation Research Board publications:**

- Highway Capacity Manual
- ITE Manual

### ***List of Abbreviations***

APE	Area of Potential Impact
ASTM	Association of Testing Materials
BA	Biological Assessment
BMP	Best Management Practices
CADD	Computer Aided Drafting and Design
COE	U.S. Corps of Engineers
COGH	City of Gig Harbor
DAHP	WA State Department of Archaeology and Historic Preservation



DCE	Documented Categorical Exclusion
DDP	Design Documentation Package
DM	WSDOT Design Manual M22-01
DNS	Determination of Non-significance
DOE	Washington State Department of Ecology
DTM	Digital Terrain Model
EPA	Environmental Protection Agency
ERS	Environmental Review Summary
ESA	Endangered Species Act
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Maps
HM	WSDOT Hydraulics Manual
HMDR	Hazardous Materials Discipline Report
HPA	Hydraulic Project Approval
I/C	Interchange
IJR	Interchange Justification Report
ISA	Initial Site Assessment
I/S	Intersection
JARPA	Joint Aquatic Resources Permit Application
MP	Milepost
MUTCD	Manual on Uniform Traffic Control Devices
NEPA	National Environmental Policy Act
NMFS	National Marine Fisheries Services
NPDES	National Pollutant Discharge Elimination System
OHWM	Ordinary High Water Mark
QA/QC	Quality Assurance / Quality Control
PDIS	Project Delivery Information System
PMP	Project Management Plan
PPM	WSDOT Plans Preparation Manual M22-31
PS&E	Plans, Specifications, and Estimates
PSI	Preliminary Site Investigation
RCP	Roadside Classification Plan
R/W	Right-of-Way
SDI	Split Diamond Interchnge
SEPA	State Environmental Policy Act
SHPO	State Historic Preservation Officer
SPUI	Single Point Urban Interchange
TCP	Traffic Control Plan
TESC	Temporary Erosion and Sediment Control
USFS	United States Forest Service
USFWS	United States Fish and Wildlife Service
USGS	US Geological Service
WDFW	Washington State Department of Fish and Wildlife
WDNR	Washington State Department of Natural Resources

WSDOT Washington State Department of Transportation  
 WSP Washington State Patrol  
 WZTC Work Zone Traffic Control



## General Approach

Four key elements have been identified as outcomes for the overall approach to improve the SR 16 – Burnham Drive / Borgen Boulevard Interchange Improvement Project. These elements will be completed under separate Phases of the project schedule as described below.

Phase I is expected to take up to 3 months, with completion by July 31, 2008, and includes:

1. Select a Preferred Alternative – Fatal Flaws ANALYSIS – Level I and Level II analyses have reviewed several alternatives and include data on various alternatives but no clear preferred alternative has been selected. The purpose of this element is to complete the analyses of selected alternatives in sufficient detail for the CITY and stakeholders to select a preferred alternative.
2. Identify the Environmental Process – The purpose of this element is to identify the appropriate level of environmental documentation necessary to satisfy the various resource agency concerns and also identify the various permits needed to implement the improvements.

Phase II is expected to take 18 to 24 months, with completion by July 31, 2010, and includes:

3. Interchange Justification Report (IJR) – The report is required by the WSDOT to approve any improvements to SR 16.
4. Preliminary Design and Environmental Documentation – The purpose of this element is to complete the necessary documentation for environmental approvals.
5. Financing Plan and Roadmap – The purpose of this element is to identify existing funding sources, funding gaps, and potential funding options and limitations.

Phase III is expected to take 18 to 24 months, with completion by July 31, 2012, and includes:

6. Prepare Final Design Plans, Estimates and Specifications – Based on the approved IJR and environmental documentation, the Lochner team will prepare the final design plans, specification and estimate (PS&E) for the recommended improvement, in accordance with State, CITY and County requirements.

The following scope of services details the specific items and process necessary to complete Phase I for the SR 16 – Burnham Drive / Borgen Boulevard Interchange Improvement Project. Work may ONLY proceed on Phase II and III with specific notice by the CITY. The scope of services and budget for Phase II, IJR, the preliminary design, environmental documentation and permitting, and financing plan will be finalized after the preferred alternative is selected. The scope of services for Phase III, the final design work and permitting, will be developed during the preliminary design phase after an alternative is selected, the project is more fully defined and project needs are identified to determine structural requirements, land acquisition, mitigation needs and other permitting requirements.



## 1. Project Administration

### a. Team Management

The CONSULTANT shall be responsible for on-going management of the CONSULTANT team for this project in accordance with the provisions of the Agreement. On-going management will include ensuring that the work is completed on time and within the Agreement budget. The CONSULTANT shall be responsible for:

- Strategic management and reporting.
- Developing and maintaining a project schedule.
- Making assignments to project staff and SUBCONSULTANTS.
- Implementing effective quality assurance/quality control procedures.
- Processing agency requests.
- For the purpose of budgeting, the anticipated length of Phase I will be 3 months beginning in May 2008, with Phase II and III following and ending in December 2009.

The CONSULTANT shall also be responsible for coordinating the activities of the SUBCONSULTANTS as necessary to complete the Elements of the Agreement. This coordination will include preparing SUBCONSULTANT agreements, reviewing their work products, obtaining monthly progress reports and invoices, timely input for meetings, incorporating work into project deliverables and obtaining answers to issues raised by the CITY. The CONSULTANT's Project Manager shall be the contact for questions and requests from the CITY's Project Manager. Discussions, correspondence, or work requested of the CONSULTANT, that impact the scope of work, budget, or products shall be directed in writing to the CITY's Project Manager

#### Deliverables:

- SUBCONSULTANT Agreements (maintained in CONSULTANT's Files)

### b. Monthly Status/Progress Reports and Invoices

The CONSULTANT shall provide a monthly status/progress report with monthly invoices to the CITY that will describe work performed by the CONSULTANT Team members during the current reporting period. The progress reports will be prepared in a format approved by the CITY Project Manager. This format will include the following topics:

- A general summary of activities performed by the CONSULTANT Team including meetings held during the reporting period.
- Listing of activities by work element performed by the CONSULTANT Team during the reporting period.
- A listing of problems/issues encountered during the reporting period and their resolution.
- A listing of activities to be accomplished during the next reporting period.

#### Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices  
(1 printed copy and PDF)



***c. Project Coordination/Progress Meetings***

The CONSULTANT shall meet with the CITY twice each month during the project to review the overall project status, schedule, budget and outstanding issues. These meetings will be in the CITY's offices. For purposes of estimating time required for this sub-element, it is assumed that 6 meetings will be held during Phase I. In addition to the regular Project Coordination meetings, 4 meetings are anticipated to deal specifically with environmental and WSDOT design issues during Phase I. It is projected that the CONSULTANT team will use the following assumptions for staff at these meetings:

- Project Manager (Prime CONSULTANT and Primary SUBCONSULTANT) – typically at all meetings.
- Project Engineer (Prime CONSULTANT and Primary SUBCONSULTANT) – at up to six meetings.
- Environmental staff – one person at up to three meetings.
- Public Involvement – one person at up to two meetings.

**Deliverables:**

- Meeting Minutes/Notes  
(Email)

***d. Regular Coordination with the CITY***

The CONSULTANT shall maintain regular contact with the CITY Project Manager and maintain regular coordination with CITY staff for this project in accordance with the provisions of the Agreement. Regular coordination with the CITY will include ensuring that the CITY is involved with appropriate aspects of the project. The CONSULTANT Project Manager shall be responsible for:

- Maintaining regular contact with the CITY and designated project management team staff through informal office visits, telephone conversations, e-mails, and faxes, and coordinating and attending meetings.
- Maintaining open access to project information by the CITY.
- The CITY's Project Manager may contact team member as needed during each phase of the project with a summary of discussions sent to the CONSULTANT Project Manager.

**Deliverables:**

- Summaries of items discussed will be included in the monthly status reports.

**2. Agency and Public Involvement**

The following public involvement and public meeting processes are anticipated for Phase I.

***a. SR-16 Project Working Group (PWG)***

The working group developed for Level I and II analyses will be continued as an advisory panel for continuity of input and responses from the various identified constituency groups.



One (1) meeting is anticipated with the PWG to review the evaluation of the project and make go – no-go recommendation.

***b. Agency Meetings***

The CONSULTANT shall assist the CITY in up to four (4) meetings. These meetings will include:

- One (1) meeting with the North Gig Harbor Area group.
- Two (2) meetings with WSDOT to determine WSDOT needs and involvement in the process.
- One (1) meeting with environmental review agencies to review the improvement options and solicit comments and opinions. Anticipated agency meetings include the Corp of Engineers, Ecology, WDFW, WSDOT, Pierce County, the State Patrol and the CITY Police.

The CONSULTANT shall be responsible for taking notes and developing minutes for these meetings, and participating as appropriate.

**Deliverables:**

- Meeting Minutes / Notes for up to four (4) meetings  
(1 printed copy and PDF)

***c. Council Briefings***

The CONSULTANT will attend one (1) CITY Council work session to provide briefings and present preliminary conclusions.

**Deliverables:**

- CONSULTANT will prepare agenda, and briefing summary as well as meeting materials.  
(Up to 20 printed copies)

**3. Data Collection and Previous Studies Review**

This task will involve collection of necessary data for preliminary design and environmental work, and an evaluation and validation of previous reports prepared for this study area. CONSULTANT review and validation will focus primarily on the following elements:

Other than the information that the STATE is responsible for as noted here, the CONSULTANT shall collect project data and conduct a literature search for information about the project area

***a. Record Drawings***

The CONSULTANT will obtain available record drawings of the existing interchange, ramps and roadways for SR-16 from WSDOT and for local roads and streets from Pierce County and the CITY. The CONSULTANT shall review the record data and conduct a field visit.

***b. Base Mapping***

For the initial work elements, existing aerial mapping will be obtained from the City, WSDOT or Pierce County for the project. No new aerial photographs will be taken for the

project. Using the aerial photo and AutoCAD, the CONSULTANT will prepare the base maps for the project.



**Deliverables:**

- Base map for project  
(AutoCAD 2008 with supporting COGO project civil files)

***c. Travel Demand Model Review***

The CITY will provide travel forecast using the existing, Six Year TIP and base future conditions with no improvements beyond those currently funded. The CONSULTANT will manually adjust the travel volumes to assess the potential impact of the various improvements. This work will include:

- Review recent traffic forecasts. (No re-validation of the model is assumed.)
- Re-assign the traffic volumes with the CITY for the new SPUI and SDI improvement options.

***d. Previous Study Review***

The CONSULTANT will review previous studies, reports and documents concerning modifications to the interchanges in the study area.

- Traffic:
  - WSDOT analyses between the SR 16 interchanges at Wollochet and SR 302, assuming that is the study area that will be necessary to assess for the IJR. CONSULTANT will utilize as much of the information previously prepared as possible, expanding the data where necessary to meet WSDOT requirements.
  - SR-16 and Burnham Drive and Borgen Boulevard Level I Analysis.
  - SR-16 and Burnham Drive and Borgen Boulevard Level II Analysis.
  - CITY Comprehensive Plan and Zoning
  - Pierce County Comprehensive Plan and PSRC applicable data.
  - CITY Wide Traffic Capacity Availability Report 2007 & 2008
  - CITY Traffic Impact Fee Update 2007 & 2008
  - WSDOT concepts and documents
  - Existing state highway and local street system data will be collected from WSDOT and local agencies.
  - Based on the review of existing data, the CONSULTANT will summarize the existing traffic conditions and develop summary tables and graphics.
- Environmental Review:
  - Interim improvement studies, environmental documentation, permits, mitigation and designs.
  - Field view of the study area to verify environmental information and review the site for the Split Diamond Interchange option.





- Conduct a literature search for known sensitive area information such as habitat, wetlands, streams and wildlife.
- Using this data, the CONSULTANT will conduct a high-level Fatal-flaws review of the environmental conditions along the corridor to determine if there are environmental issues that would delay the project and a preliminary identification of environmental documentation and permits needed for the project.

***e. Collision Data***

The CONSULTANT will analyze and summarize existing collision data (2004 to 2006 data and 2007 if available) to identify existing safety concerns along SR-16 and at key intersections in the study area

**Deliverables:**

- A summary memorandum of the data collection work.  
(1 printed copy and PDF)

**4. Existing Condition Analysis**

***a. Purpose and Need***

The CONSULTANT will work with the City to define the Purpose and Need statement for the project.

***b. Geometric Review***

The CONSULTANT will conduct a geometric review of the existing interchanges within the study area to determine what improvements are needed to bring the adjacent interchanges to full design standards.

The CONSULTANT will also review the Level I and II analyses and the conceptual designs for the SPUI and SDI interchange options and determine any constructability impacts associated with the interchange options.

The CONSULTANT will also review the level of local street improvements needs for the interchange options.

The intent in this task is to refine the existing options, to consider phasing and/or modifications to those options, to provide sufficient detail for analysis to determine if improvements to the Burnham/Borgen interchange are sufficient to resolve deficiencies and/or if additional local road improvements or connections are required to improve the deficiencies.

This task will also estimate a preliminary conceptual level construction cost range for a revised interchange.

**Deliverables:**

- Concept drawings of the proposed improvement options  
(1 printed copy and PDF)
- Concept cost estimates  
(1 printed copy and PDF)



## **5. Future Traffic Operational Analyses**

The CONSULTANT will perform additional traffic analyses (as needed) of the base case and up to two build alternatives using Highway Capacity Manual processes and methods. Impacts to and from adjacent interchanges to the immediate north and south will be considered in this analysis. For this transportation study only the afternoon peak hour analysis will be conducted to identify expected future deficiencies along the corridor and identify the need for the improvements within the study area.

This work will use the data provided by the CITY in Work Element 3 and adjusted by the CONSULTANT with CITY review. It is noted that once a preferred alternative is selected, these forecasts will be regenerated and analyzed as part of the IJR process with morning and afternoon peak hour data. For this fatal flaws analysis, the following analyses include:

### ***a. Future Base Case Traffic Analysis***

The Future Base Case assumes that the future traffic volumes are assigned to the base future highway network with no improvements made to SR-16 and its interchanges. The future year (2035) Base Case traffic data will be analyzed to identify the expected levels of service along SR-16 (mainline, merge/diverge) and at key intersections in the study area.

### ***b. SPUI Interchange Traffic Analysis***

This traffic analysis assumes that the existing Burnham/Borgen Interchange will be reconfigured into a SPUI, brought up to current design standards and ramp terminals improved. A discussion with WSDOT, Pierce County, and the CITY will be held to determine what improvements should be incorporated into the existing interchanges to meet current design standards. The future year SPUI traffic data will be analyzed to identify expected levels of service along SR-16 (mainline, merge/diverge) and at key intersections in the study area.

### ***c. Split Diamond Traffic Analysis***

This traffic analysis assumes that the existing Burnham/Borgen Interchange will be reconfigured into a modified Split Diamond, brought up to current design standards and ramp terminals improved. A discussion with WSDOT, Pierce County, and the CITY will be held to determine what improvements should be incorporated into the existing interchanges to meet current design standards. The future year SDI traffic data will be analyzed and summarized to identify the expected levels of service along SR-16 (mainline, merge/diverge) and at key intersections in the study area.

### ***d. Local Street Analysis***

This traffic analysis will consider local street improvements identified for each of the alternatives, brought up to current design standards. A discussion with the CITY will be held to determine what improvements should be accomplished with the interchange options to meet current design standards. The future year local street traffic data will be analyzed and summarized to identify the expected levels of service along in the area of the interchanges and at key intersections in the study area.

**Deliverables:**

- Tables and summaries.  
(1 printed copy and PDF)
- A brief comparative report.  
(1 printed copy and PDF)

**6. Economic Impact Assessment**

The CONSULTANT will complete and summarize the economic impacts to the immediate area for each of the alternatives, focusing on the impacts to businesses in the immediate area and revenue generated for the CITY. A base line analysis will be included with the assumption of only the interim improvements currently in design completed.

**Deliverables:**

- Tables and graphical summaries.  
(1 printed copy and PDF)
- A brief economic impact memorandum that summarizes the various options and their relative impacts to area businesses.  
(1 printed copy and PDF)

**7. Environmental Issue Analysis**

Each of the options will be reviewed and compared with respect to the environmental issues that could make a substantial difference in permitting timeline, feasibility, and cost. Specific attention will be given to the differing impacts to the stream. We will compare the potential environmental issues by alternative using a table format that will compare relative permitting difficulty and cost, however the results could be presented in an alternative format should that be desired by the CITY.

The results of this review will be used to help decide the preferred alternative. In addition, it will help further refine the scope of work for the Environmental and Preliminary Design components of the project in Phase II.

**Deliverables:**

- a. Environmental Process Comparison  
(1 printed copy and PDF)
- b. Agency Comments  
(1 printed copy and PDF)

**8. Fatal Flaws Review**

The CONSULTANT will conduct a detailed review of the various elements, environmental, geographic, design limitations, cost, or other factors which may result in fatal flaws to the various options.

***a. Develop Evaluation Criteria***

Provide preliminary criteria for discussion, and with input from the PWG, develop a set of evaluation criteria for submittal to the CITY.

***b. Prepare Evaluation Matrix***

Prepare a matrix with a preliminary evaluation and summary of the alternatives.

***c. Review Data with CITY***

The results of the preliminary evaluation will be reviewed with CITY staff to allow for further input and possible revision based on additional knowledge gained.

***d. Select Preferred Alternative***

Based on the evaluation matrix and feedback received during the review process, a preferred alternative will be identified

***e. Summary of Evaluation***

A summary of the selection criteria and results will be prepared for CITY review and selection of a preferred alternative.

**Deliverables:**

- Tables and graphics summarizing the level of service, geometric, safety and environmental findings. Data from this task will be included in the preliminary transportation study report.  
(1 printed copy and PDF)
- A summary report on the NEPA/SEPA process (CE, EA or EIS) and required permits that can be expected to take the project to construction, with an overview of time requirements to complete the process.  
(1 printed copy and PDF)
- A Fatal Flaws briefing report, including a summary of timelines, costs, permitting requirements, and potential viable funding options.  
(1 printed copy and PDF)
- A Presentation before the City Council  
(1 printed copy and PDF)

**Exhibit C**  
**Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

**N/A**

B. Roadway Design Files

**AutoCAD 2008 with Supporting COGO Project Civil Files**

C. Computer Aided Drafting Files

**AutoCAD 2008 with Supporting COGO Project Civil Files**

D. Specify the Agency's Right to Review Product with the Consultant

**The CITY may, at its discretion, review all documents before final submittal.**

E. Specify the Electronic Deliverables to Be Provided to the Agency

**Copies of all reports and drawings, PDF**

F. Specify What Agency Furnished Services and Information Is to Be Provided

**See Exhibit A**

II. Any Other Electronic Files to Be Provided

**Web Page Design in PhotoShop**

III. Methods to Electronically Exchange Data

A. Agency Software Suite

**Office 2007**

B. Electronic Messaging System

**Email and FTP**

C. File Transfers Format

**Word 2007, PDF, ZIP**

## Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rates shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payments shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
  - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
  - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.
4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
  
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
  
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



**Exhibit E-1**  
**Consultant Fee Determination - Summary Sheet**  
**(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)**

Project: SR-16 Burnham/Borgen Interchange

**Direct Salary Cost (DSC):**

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>		<u>Cost</u>
Project Principal	116.0	X	76.18	= \$	8,836.88
Project Manager	171.0	X	52.29	= \$	8,941.59
Project Engineer	170.0	X	57.74	= \$	9,815.80
Senior Engineer	92.0	X	53.85	= \$	4,954.20
Traffic Engineer	118.0	X	42.80	= \$	5,050.40
Design Engineer	96.0	X	43.44	= \$	4,170.24
Hydraulics Engineer	33.1	X		= \$	
Engineer	30.5	X		= \$	
Technical	60.0	X	28.15	= \$	1,689.00
Administration	38.0	X	17.00	= \$	646.00

Total DSC = \$ 45,286.10

(Includes added 4% escalation as of 7/1/2008)

**Overhead (OH Cost – Including Salary Additives):**

OH Rate x DSC of 148.07 % X \$ 45,286.10 77,203.74

**Fixed Fee (FF):**

FF Rate x DSC of 28.50 % X \$ 45,286.10 12,906.54

**Reimbursables:**

Itemized 1,500.00

**Subconsultant Costs** (See Exhibit G): (with 4% management fee) 35,117.68

**Grand Total** 172,014.06

Prepared By: Al King

Date: April 22, 2008



**Washington State  
Department of Transportation**  
Douglas B. MacDonald  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

September 19, 2007

Mr. Paul Blachowicz  
H. W. Lochner, Inc.  
20 North Wacker Drive  
Chicago, IL 60606-2962

Subject: FYE April 30, 2007 Overhead Schedule

Dear Mr. Blachowicz;

We have reviewed the audited H. W. Lochner FYE 04/30/07 overhead schedule done by Troy A. Washko, CPA, for compliance with FARS, the GAO Yellow Book, and with WSDOT policy. The proposal showed rates for home and field offices, and the rates differ by whether CADD costs are either left in the overhead rate, or are excluded from overhead and are billed directly. We accept the rates based on direct labor as follows:

	<u>Composite Rate</u>	<u>Home Rate</u>	<u>Field Rate</u>	<u>FCOM</u>
O/H Excluding CADD Costs	158.77%	165.62%	125.97%	0.42%
O/H Including CADD Costs	162.45%	170.06%	125.97%	0.42%

Please see the attached copies of the overhead schedules for details.  
CADD charges will be billed at \$11.89 per hour, when applicable.

Sincerely,

Martha S. Roach  
External Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney  
Mike Kane, MS 47323  
Meg Blau, MS NB82-112  
File

TW  
TA

**Troy A. Washko, CPA, P.C.**

1924 E. Sangamon Ave.

Springfield, IL 62702

217-522-3300 • FAX 217-522-3309

INDEPENDENT AUDITOR'S REPORT ON STATEMENT OF DIRECT LABOR,  
PAYROLL BURDEN AND GENERAL OVERHEAD

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The Board of Directors  
H.W. Lochner, Inc.  
Chicago, Illinois

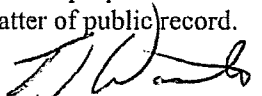
We have audited the Statement of Direct Labor, Payroll Burden, and General Overhead of H.W. Lochner, Inc. for the year ended April 30, 2007. This statement is the responsibility of the company's management. Our responsibility is to express an opinion on this statement based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Statement of Direct Labor, Payroll Burden, and General Overhead. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying statement was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other federal and state regulations, as discussed in Note 2, and is not intended to be a presentation in conformity with generally accepted accounting principles.

In our opinion, the Statement of Direct Labor, Payroll Burden, and General Overhead for the year ended April 30, 2007 presents fairly, in all material respects, the direct labor, payroll burden, and general overhead of H.W. Lochner, Inc. for the year ended April 30, 2006 in accordance with Federal Acquisition Regulations Part 31 and the basis of accounting described in Note 2.

This report is intended solely for the use and information of the Board of Directors of H.W. Lochner, Inc. and the State of Florida Department of Transportation and should not be used for any other purpose. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

  
Troy A. Washko, CPA P.C.  
August 24, 2007

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*Specializing in Accounting, Auditing and  
Consultation of Architectural & Engineering Firms*

H. W. LOCHNER, INC.  
 AUDIT OF BURDEN, FRINGE AND OVERHEAD COSTS  
 FLORIDA DEPARTMENT OF TRANSPORTATION  
 EYE-43000Z

	HWL LEDGER	LEPC LEDGER	TECHPLOT LEDGER	INTERCO ADJUSTED ELIMIN TOTALS	AUDIT REE ADJ	PER AUDIT	FIELD SUBJECT TO		FIELD OFFICE	HOME OFFICE	% HOME
							ADJ. FIELD ALLOC.	% FIELD			
DIRECT LABOR	\$15,070,595	\$1,240,243		\$16,310,838	A	(\$229,103)	\$16,081,735	17.26%	\$2,775,268	\$13,306,467	
BURDEN AND FRINGE											
HOLIDAY	\$115,445	\$9,084		\$124,529		\$124,529	\$124,529	ACTUAL	\$69,477	\$55,052	
VACATION PAY	\$1,241,618	\$83,900		\$1,325,517		\$1,325,517	\$1,325,517	17.26%	\$228,784	\$1,096,733	
SICK LEAVE	\$496,808	\$12,491		\$509,299		\$509,299	\$509,299	17.26%	\$87,905	\$421,394	
OFFICER'S COMP.	\$223,000	\$0		\$223,000		\$223,000	\$223,000	17.26%	\$38,490	\$184,510	
EMPLOYEE'S COMP.	\$604,772	\$6,349		\$611,122		\$611,122	\$611,122	17.26%	\$105,480	\$505,642	
ER 401(K) MATCH	\$724,563	\$42,685		\$767,248		\$767,248	\$767,248	17.26%	\$132,427	\$634,821	
PAYROLL TAXES	\$1,857,283	\$144,576		\$2,001,869	C	\$1,982,226	\$1,982,226	17.26%	\$342,132	\$1,640,093	
GROUP INSURANCE	\$2,257,282	\$136,165		\$2,393,447		\$2,393,447	\$2,393,447	17.26%	\$413,109	\$1,980,338	
WORKER'S COMP.	\$335,797	\$9,736		\$345,533		\$345,533	\$345,533	17.26%	\$59,639	\$285,894	
PREMIUM OVERTIME	\$13,327	\$2,145		\$15,472		\$15,472	\$15,472	17.26%	\$2,671	\$12,802	
TOTAL BURDEN & FRINGE	\$7,869,906	\$447,131	\$0	\$8,317,037		(\$19,643)	\$8,297,394		\$1,480,113	\$6,817,280	51.23%
OVERHEAD											
AUTO	\$447,383	\$14,069		\$461,452	D	(\$13,641)	\$447,811	6.63%	\$29,690	\$418,121	
INSURANCE	\$852,236	\$7,140		\$859,376	C	\$1,382	\$860,758	6.63%	\$57,068	\$803,690	
COMPUTER EXPENSE	\$350,729	\$1,680		\$352,409			\$352,409	6.63%	\$9,044	\$343,365	
CORP. FEES	\$16,006	\$123	\$439	\$16,568			\$16,568	6.63%	\$1,098	\$15,469	
DEPRECIATION	\$641,730	\$43,060		\$684,790	C	(\$69,767)	\$615,023	6.63%	\$40,776	\$574,247	
SUPPLIES	\$482,393	\$31,927		\$514,320	B H	(\$45,628)	\$468,692	6.63%	\$31,074	\$437,617	
DUES & SUBS	\$211,456	\$6,265		\$217,721			\$217,721	6.63%	\$14,435	\$203,286	
EMPLOY. ADS	\$226,859	\$2,785		\$229,644			\$229,644	6.63%	\$15,225	\$214,419	
TEMPORARY HELP	\$51,448	\$16,982	\$105,017	\$173,447			\$173,447	6.63%	\$11,500	\$161,948	
DIRECTOR'S FEES	\$36,000	\$0		\$36,000			\$36,000	6.63%	\$2,387	\$33,613	
LEGAL & ACCOUNTING	\$336,858	\$0		\$336,858			\$336,858	6.63%	\$22,334	\$314,524	
LIGHT & POWER	\$82,307	\$450		\$82,757			\$82,757	6.63%	\$5,487	\$77,270	
MACHINE MAINTENANCE	\$264,497	\$7,207		\$271,704	C	(\$4,181)	\$267,523	6.63%	\$17,737	\$249,786	



H. W. LOCHNER, INC.  
 Adjustment Criteria  
 August 24, 2007

REFERENCE	DESCRIPTION	CRITERIA
A	Direct Costs - Premium portion of overtime	FAR 31.202 & Florida Dept. of Transportation Audit Guidelines
B	Entertainment Costs	FAR 31.205-14
C	Direct Costs - (CADD)	FAR 31.202
D	Fringe Benefits-Personal use of a company auto.	FAR 31.205-6(M)(2)
E	Credits	FAR 31.201-5
F	Contingencies	FAR 31.205-7
G	Federal Income Taxes	FAR 31.205-41
H	Public Relations & Advertising Costs	FAR 31.205-1
J	Contributions	FAR 31.205-8
K	Officers Life Insurance	FAR 31.205-19(a)(2)(vi)
L	Fines & Penalties	FAR 31.205-15
M	Interest & Other Financial Costs	FAR 31.205-20
N	Facilities Capital Cost of Money	FAR 31.205-10
P	Direct Costs	FAR 31.202
Q	Organization Costs	FAR 31.205-27
R	Per Diem & Travel Expenses	Florida Dept. of Transp. Section 112.061 of the Florida Statutes
S	Gains & Losses on Disposition of Depreciable Property	FAR 31.205-16
T	Compensation for Personal Services - Limitation on Allowability of Compensation	FAR 31.205-6(P)
U	Goodwill	FAR 31.205-49
V	Accounting for Unallowable Costs	FAR 31.201-6

H.W. LOCHNER, INC.

Notes to Statement of Direct Labor, Payroll Burden and General Overhead

August 24, 2007

(1) H.W. Lochner, Inc. (the Company) is a professional design and engineering firm providing consultation in the area of planning, engineering, and design. The Company's projects are diverse, including industrial and public facilities, transportation, and infrastructure.

The Company was founded in 1944 and its clients include private sector businesses, public utilities, architect-engineers/constructors, and all levels of government. Revenues are derived from billings for services, equipment, and reimbursable expenses. The Company has approximately 90% governmental and 10% commercial contracts. Revenues are recognized on these contracts as costs are incurred.

(2) Basis of Accounting & Description of Accounting System

The Company's policy is to prepare its overhead schedules, which support the Statement of Direct Labor, Payroll Burden, and General Overhead, on the basis of accounting practices prescribed by Subparts 9900 and 31 of the Federal Acquisition Regulations and Section 112.061 of the Florida Statutes. Accordingly, the above-mentioned statement is not intended to present the results of operations of the Company in conformity with generally accepted accounting principles.

The Company maintains a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

(3) CADD Machine Costs

Effective May 1, 1990, the Company began to account for CADD machine costs as direct reimbursable costs. Prior to that date, CADD machine costs were accounted for as overhead. The audited CADD rate for the year ended April 30, 2007 is \$11.89 per hour.

The following schedule supports the above-stated CADD charge rate:

Depreciation	\$ 69,767
Insurance on Computers	1,382
Rent/Utilities	373,636
Computer Maintenance/Rental-CADD	4,181
CADD Supplies & Software	35,690
CADD Training Labor	45,637
CADD Support Labor	41,400

Fringes on Labor Costs	19,643
CADD Seminars	91
	<hr/>
Total CADD Costs	\$591,427
(Divided by)	
Total CADD hours	49,750
	<hr/>
Hourly CADD Rate	\$11.89/hr.
	<hr/> <hr/>

The above CADD rate/costs do not include profit or interest and are consistently charged to all clients and 100% segregated from the overhead pool at the actual costs incurred. The above-stated CADD costs are included in the 'Direct Expense Rate' calculation. (See Note 6).

(4) Facilities Capital Cost of Money

The Company's Audited Facilities Capital Cost of Money for the year ended April 30, 2007 is .42%.

(5) Direct Labor Costs

The Company utilizes a job-order system that is fully integrated with the General Ledger. All direct labor costs are segregated, accumulated, and allocated to the proper final cost objective.

H.W. Lochner, Inc. has a select group of individuals who are on salary. However, no salaried individual of the company has uncompensated overtime. Thus, the proper amount of direct labor is costed on the system for these individuals.

(6) Direct Expense Rate

The Company's home and field office direct expense rates were based on the direct cost accumulated in the job costs and recorded by the following accounts in the general ledger.

<u>Type</u>	<u>Home</u>	<u>Field</u>
Reproduction	\$181,128	\$ 9,613
Travel	\$196,549	\$180,213
Rental Vehicles	\$ 29,278	\$ -
Leased Vehicles	\$ 15,561	\$188,286
Lodging	\$ 87,390	\$ -
Meals	\$ 56,775	\$ 11
Supplies/Shipping	\$ 58,907	\$ 15,834
Communications/Film	\$ 41,178	\$ 33,960
Equipment	\$ 33,663	\$ 16,918



Office Expense	\$ 12,619	\$ 97,705
Insurance	\$ 37,457	\$ -
Miscellaneous Direct Costs	\$284,405	\$ -
CADD Costs	\$591,980	\$ -
Premium Overtime	\$113,754	\$115,349
Office Rent	\$121,094	\$ 14,481
<b>TOTAL</b>	<b>\$1,861,738</b>	<b>\$ 672,370</b>
Less: Unallowables	*( \$ 5,678)	*( \$ 1)
		** ( 14,481)
<b>Allowable Expenses</b>	<b>\$1,856,060</b>	<b>\$ 657,888</b>
<b>DIRECT LABOR</b>	<b>\$13,306,467</b>	<b>\$2,775,268</b>
<b>DIRECT EXPENSE RATE</b>	<b>13.95%</b>	<b>23.71%</b>

\*Unallowables per the Federal Acquisition Regulations (31.205) and cost in excess of the per diem and travel expenses specified in 112.061, Florida Statutes.

\*\*Field Office Rent

All direct costs are properly segregated from the overhead pool.

(7) Travel and Entertainment Costs

In accordance with FAR 31.205-14 and Subpart 405-Part 9904 of the Cost Accounting Standards - Accounting for Unallowable Costs, a separate general ledger account code has been established to account for entertainment costs.

(8) Related Party Transactions

The Company contracts for printing services from and provides office space to a partnership, the partners being the shareholders of the Company. All intercompany profits are eliminated on the Burden, Fringe, and Overhead Schedule of Costs.

(9) Field Office

In calculating the field office pool, the allocation to indirect labor and fringe benefits is based upon the ratio of the field office direct labor to total direct labor. The remaining field office pool allocation will be based upon the ratio of field indirect labor allocation to total home office labor. In several cases, this allocation was not used because it did not represent a fair allocation between the home office and field office disciplines. The direct labor dollars for the field office represent the fiscal 2007 wages of the individuals specifically identified by the Company as physically working at the field office site.

Computation of Field Allocation Rates

Allocation 1:

Direct Field Labor	=	2,775,268	=	17.26%
<u>Total Direct Labor</u>		<u>16,081,735</u>		

Allocation 2:

(A) Indirect Field Labor		1,432,547	=	6.63%
(B) <u>Total Home Office Salaries</u>		<u>21,606,273</u>		

(A) Officers Salaries		\$ 111,197
Secretary & Support		\$ 59,601
Non-Billable Salaries		\$ 1,136,998
Management Supervision		\$ 124,750

Total Indirect Field Salaries \$ 1,432,547

(B) Home Office Direct		\$13,306,467
Home Office Indirect:		
Officers Compensation		\$ 533,048
Secretary & Support		\$ 285,714
Non-Billable		\$ 5,450,476
Management Supervision		\$ 598,022
Indirect Field Salaries		\$ 1,432,547

Total Home Office Salaries \$21,606,273

(10) Summary

The following tabulations summarize the allowable overhead rates incurred by the Company for the year ended April 30, 2007:

<u>Description</u>	<u>Home Office</u>	<u>Field Office</u>
Fringe Benefit Rate	51.23%	53.33%
General Overhead Rate	114.38%	72.63%
Combined Rate	<u>165.61%</u>	<u>125.96%</u>



**Troy A. Washko, CPA, P.C.**

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## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND INTERNAL CONTROLS

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The Board of Directors  
H. W. Lochner, Inc.  
Chicago, Illinois

We have audited the Statement of Direct Labor, Payroll Burden, and General Overhead of H. W. Lochner, Inc. (the Company) for the fiscal year ended April 30, 2007 and have issued our report thereon dated August 24, 2007. We conducted our audit in accordance with generally accepted auditing standards and the financial audit standards contained in the "Government Auditing Standards" issued by the Comptroller General of the United States.

### Compliance

As part of obtaining reasonable assurance about whether the Company's schedule is free from material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations, and contracts, including the provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation and Section 112.061 of the Florida Statutes, noncompliance with which could have a direct and material effect on the determination of the schedule amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under "Government Auditing Standards".

### Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Company's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing an opinion on the schedule and not to provide assurance on internal control over financial reporting.

The management of the Company is responsible for establishing and maintaining internal control over financial reporting. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control over financial reporting. The objectives of internal control over financial reporting are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with the Federal Acquisition Regulation Part 31. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become

inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

For the purpose of this report, we have classified the significant internal controls over financial reporting in the following categories: cash disbursements and payroll.

Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal controls over financial reporting and its operation that we consider to be material weaknesses.

This report is intended solely for the use and information of the Board of Directors of H. W. Lochner, Inc. and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation. This restriction is not intended to limit the distribution of this report, which is a matter of public record.



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Troy A. Washko, CPA P.C.  
August 24, 2007

**Exhibit G  
Subcontracted Work**

The AGENCY permits subcontracts for the following portions of work of this AGREEMENT:

Environmental and Geotechnical Services - URS Corporation

**Exhibit G-1**  
**Subconsultant Fee Determination - Summary Sheet**

Project: SR-16 Burnham/Borgen Interchange

**Direct Salary Cost (DSC):**

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>		<u>Cost</u>
Project Principal	12.0	X	74.04	= \$	888.48
Project Manager		X		= \$	
Project Scientist	100.0	X	51.72	= \$	5,172.00
Project Engineer	14.0	X	50.47	= \$	706.58
Senior Scientist	88.0	X	30.36	= \$	2,671.68
Engineer	12.0	X	32.00	= \$	384.00
Scientist	28.0	X	24.76	= \$	693.28
Scientist	38.0	X	23.92	= \$	908.96
Administration	28.0	X	20.00	= \$	560.00
<b>Total DSC</b>				<b>= \$</b>	<b>11,984.98</b>

**Overhead (OH Cost – Including Salary Additives):**

OH Rate x DSC of	148.07 %	X \$	11,984.98	17,746.16
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**Fixed Fee (FF):**

FF Rate x DSC of	28.50 %	X \$	11,984.98	3,415.72
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**Reimbursables:**

Itemized				620.00
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**Grand Total**

**33,766.86**

Prepared By: Al King

Date: April 22, 2008

LAG Agreement Exhibit G-2

## **URS - Domestic Operating Division (Pacific Northwest)**

Report of Independent Auditors on Statement of Direct Labor,  
Fringe Benefits and General Overhead  
For The Year Ended December 29, 2006

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Report of Independent Auditors

To the Board of Directors  
URS Corporation

We have audited the accompanying Statement of Direct Labor, Fringe Benefits and General Overhead ("the Statement") of the URS - Domestic Operating Division (Pacific Northwest) ("the Company") for the year ended December 29, 2006. This Statement is the responsibility of the Company's management. Our responsibility is to express an opinion on this statement based on our audit.

We conducted our audit of this statement in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement, assessing the accounting principles used and significant estimates made by management, and evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As described in Note 1, the accompanying statement was prepared on the basis of accounting principles prescribed by Part 31 of the Federal Acquisition Regulation and certain other Federal and state regulations, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the statement referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of the Company for the year ended December 29, 2006, on the basis of accounting described in Note 1.

In accordance with *Government Auditing Standards*, we have also issued a report dated September 10, 2007, on our consideration of the Company's internal control and on its compliance and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

This report is intended solely for the information and use of the Company and awarding contractors cognizant of Federal Acquisition Regulation, and should not be used by anyone other than these specified parties.

*PricewaterhouseCoopers LLP*

September 10, 2007

**URS - DOMESTIC OPERATING DIVISION (PACIFIC NORTHWEST)**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
**YEAR END DECEMBER 29, 2006**

	PER COMPANY		ADJUSTED		Unallowable Costs per FAR Section Premium O/T
	STATEMENT	ADJUSTMENTS	STATEMENT	%	
Direct Labor	\$20,057,467	(\$91,836)	\$19,965,631	100.000%	
<b>Fringe Benefits:</b>					
Vacation	1,802,368	-	1,802,368	9.027%	
Sick	537,845	-	537,845	2.694%	
Holiday	941,483	-	941,483	4.716%	
Workers Compensation Insurance	232,422	-	232,422	1.164%	
Medical and Life Insurance	2,048,306	-	2,048,306	10.259%	
Employee Welfare and Development	659,245	(78,946)	580,299	2.906%	31.205-13
Employers Share of FICA	2,364,261	-	2,364,261	11.842%	
Unemployment and Disability Insurance	113,649	-	113,649	0.569%	
<b>Total Fringe Benefits</b>	<b>8,699,579</b>	<b>(78,946)</b>	<b>8,620,633</b>	<b>43.177%</b>	
<b>General Overhead:</b>					
Indirect Labor	7,112,785	-	7,112,785	35.625%	
Operating and Reproduction Supplies	575,450	-	575,450	2.882%	
Administrative, Financial and Legal	439,634	(994)	438,640	2.197%	31.205-47(b)(e)
Facilities Costs	4,096,266	-	4,096,266	20.517%	
Other Rents / Leases	473,333	-	473,333	2.371%	
Repairs and Maintenance	297,831	-	297,831	1.492%	
Telephone and Utilities	444,583	-	444,583	2.227%	
Travel, Entertainment and Relocation	723,938	(89,960)	633,978	3.175%	31.205-14
Advertising and Business Taxes	756,666	(65,891)	690,775	3.460%	31.205-1
Professional Activities	120,563	(7,293)	113,270	0.567%	31.205-14
Insurance and Permits	416,832	-	416,832	2.088%	
Postage, Freight and Other Expenses	156,440	(17,037)	139,403	0.698%	Various
Corporate G&A Assessment	2,783,623	(2,224,841)	558,782	2.799%	See Notes
Depreciation and Amortization	852,053	-	852,053	4.268%	
Internal Services	3,911,993	(211,155)	3,700,838	18.536%	See Notes
Bad Debts	247,239	(247,239)	-	-	31.205-3
Gains/Losses; Bank charges and Other	49,956	-	49,956	0.250%	
Interest expense	49,826	(49,826)	-	-	31.205-20
State and Local Taxes	348,353	-	348,353	1.499%	See Notes
<b>Total General Overhead</b>	<b>23,857,364</b>	<b>(2,914,236)</b>	<b>20,943,128</b>	<b>104.896%</b>	
<b>Total Burden, Fringe and General Overhead</b>	<b>\$32,556,943</b>	<b>(\$2,993,182)</b>	<b>\$29,563,761</b>	<b>148.073%</b>	

See accompanying notes to this statement.

URS - DOMESTIC OPERATING DIVISION (PACIFIC NORTHWEST)  
NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD  
YEAR ENDED DECEMBER 29, 2006

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Note 1. Nature of Business, Basis of Accounting and Accounting Policies

URS - Domestic Operating Division (Pacific Northwest) (the "Company") is a portion of a wholly owned subsidiary of URS Corporation ("Parent") and is formed under the laws of the State of Nevada. The Company is part of a consolidated group of companies (the "Group") that provide engineering and construction services to public and private clients. The Company earns its revenues from cost-plus, fixed-price and time-and-materials contracts.

This report includes the domestic operations of offices that operate in the Pacific Northwest area. The Company's foreign operations are excluded.

Basis of Accounting: The Company's policy is to prepare its Statement of Direct Labor, Fringe Benefits and General Overhead (the "Statement") on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulation ("FAR"). Accordingly, the above-mentioned Statement is not intended to be presented in conformity with accounting principles generally accepted in the United States of America.

The Company maintains a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system.

The Company's method of estimating cost for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

Accounting for Unallowable Costs: Management believes the costs included in the Statement do not include any costs that are unallowable under the above costs principles, including such costs that may be identified and allocated to the Company by the Group or the Parent.

Direct Labor Base: The direct labor base includes all salaries and wages specifically identified with a project except compensated personal absence (holidays, vacations, sick leave and excused absence) and the premium portion of paid overtime. The Company may use personnel from other entities within the Group and Company personnel may work directly on projects for other entities within the Group. When calculating the direct labor base, the Company includes the direct labor incurred by employees assigned to the Company related to work performed on all projects.

Fringe Benefits: Fringe benefits include costs for compensated personal absences, payroll taxes and insurance, group insurance and other personnel related costs. Costs related to the Group's fringe benefits are accumulated at a consolidated group level and allocated to specific entities, including the Company, based on total labor costs. Fringe benefits for both direct and indirect labor are included in Fringe Benefits. Included in these costs are amounts for employee morale and welfare that are unallowable under FAR 31.205-13.

Paid Overtime: Overtime costs may be incurred in meeting certain deadlines. If an employee is eligible for overtime, the payment may be equal to time and a half (premium portion).

Highly Compensated Employees: The Company, Group or Parent may have paid compensation to senior executives in excess of the FAR 31.205-6(p) limits of \$546,689 per person. An adjustment was made to remove amounts in excess of such limits within labor and prior to allocation of the general and administrative assessment to the Company.

URS - DOMESTIC OPERATING DIVISION (PACIFIC NORTHWEST)  
NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD  
YEAR ENDED DECEMBER 29, 2006

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**Depreciation:** For financial reporting purposes, depreciation for equipment is calculated using the straight-line method over the estimated useful lives of the respective assets. Leasehold improvements are amortized on the straight-line basis over the shorter of the term of the lease or the life of the asset. Such methods meet the requirements of FAR subpart 31.205-11.

**Legal Fees:** Included in administrative, financial and legal costs are legal fees incurred by the Company as a result of civil proceedings which are allowable costs under FAR 31.205-47.

**General And Administrative Assessment:** A general and administrative assessment is charged to overhead on a provisional basis during the year. An adjustment is made annually to either increase or decrease the allowable overhead to the Company's actual share of the expenses of the Group after utilizing an allocation formula based on revenue, fixed assets and payroll costs.

**Internal Services:** The Company allocates certain costs for services rendered by centralized service organizations and other entities within the Group. These costs are charged based on the Company's direct use of such services or through an allocation process based on total labor incurred. These costs may also be recharged directly to projects.

**State and Local Taxes:** State and local taxes are charged to the Company based on the apportionment factors used within the Group and are not included as part of the general and administrative expenses.

**Related Parties:** The Company has no related party transactions outside of the Group.

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**Report of Independent Auditors on Internal Control over  
Financial Reporting and on Compliance and Other Matters**

To the Board of Directors  
URS Corporation

We have audited the Statement of Direct Labor, Fringe Benefits and General Overhead of the URS - Domestic Operating Division (Pacific Northwest) ("the Company") for the year ended December 29, 2006, and have issued our report thereon dated September 10, 2007. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Internal Control Over Financial Reporting**

In planning and performing our audit, we considered the Company's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.



**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Company's financial statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Company and awarding contractors cognizant of Federal Acquisition Regulation, and should not be used by anyone other than these specified parties.

*PriceWaterhouseCoopers LLP*

September 10, 2007

**Exhibit H**  
**Title VI Assurances**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

#### **Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

#### **Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

#### **Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit K Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

**Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

**Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

**Step 5 – Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

**Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit M-1(a)  
Certification Of Consultant**

Project No. CSP-0803

Local Agency City of Gig Harbor

I hereby certify that I am Robert J. Munchinski and duly authorized representative of the firm of H. W. Lochner, Inc. whose address is 400 108th Ave NE, Suite 401, Bellevue, WA 98004 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

April 22, 2008

Date

  
Signature

**Exhibit M-1(b)  
Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of City of Gig Harbor, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**April 28, 2008**

Date

Signature


**Exhibit M-2**  
**Certification Regarding Debarment, Suspension, and Other Responsibility**  
**Matters-Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): H. W. Lochner, Inc.

April 22, 2008

Date

  
(Signature) President or Authorized Official of Consultant



**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

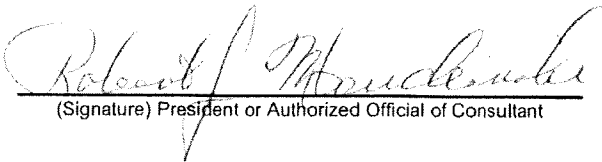
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): H. W. Lochner, Inc.

April 22, 2008

Date

  
(Signature) President or Authorized Official of Consultant



**Steve Lewis, AICP, Principal & Finance Alternatives**

Steve brings nearly 30 years of transportation planning, land use and economic development planning to the team. His particular area of expertise is in understanding the relationship between transportation and land use, concentrating on community revitalization through transportation investment. He recently

assisted the City of Kenmore in assembling an \$85M finance package for transportation improvements.



**Alan King, PE, Senior Project Manager**

An experienced Project Manager, Al has a proven track record of project organization, scheduling, budgeting and meeting client needs. Before joining Lochner, Al was the Intergovernmental Policy manager for the County Road Administration Board, the Operations Engineer for WSDOT's Highways and Local Programs and the Public Works Director for Okanogan

County. He knows what it will take to keep this project moving forward.



**Robert Munchinski, PE, Senior Project Engineer**

Bob is highly knowledgeable of local, state and federal procedures and guidelines for transportation planning and design. Bob's expertise includes managing and developing conceptual, preliminary and final engineering designs for highway facilities, high occupancy vehicle (HOV) facilities, rail and bus transit elements,

high speed and freight rail improvements. Recent experience includes managing the I-5 Blaine Interchange and the I-5 Chuckanut Drive Interchange.

**Dave Every, Wetlands and Permitting** *(photo not available)*

Dave has over 31 years of experience as an environmental consultant on wetland and terrestrial ecological issues throughout the United States and especially in Washington. He has developed a professional practice helping clients resolve complex and difficult permitting challenges involving biological issues. Projects typically involve wetlands, threatened or endangered species issues, other interacting permits, multiple agencies, and mitigation requirements that require innovative solutions.



**Andrea Balla-Holden, Wetlands and Permitting**

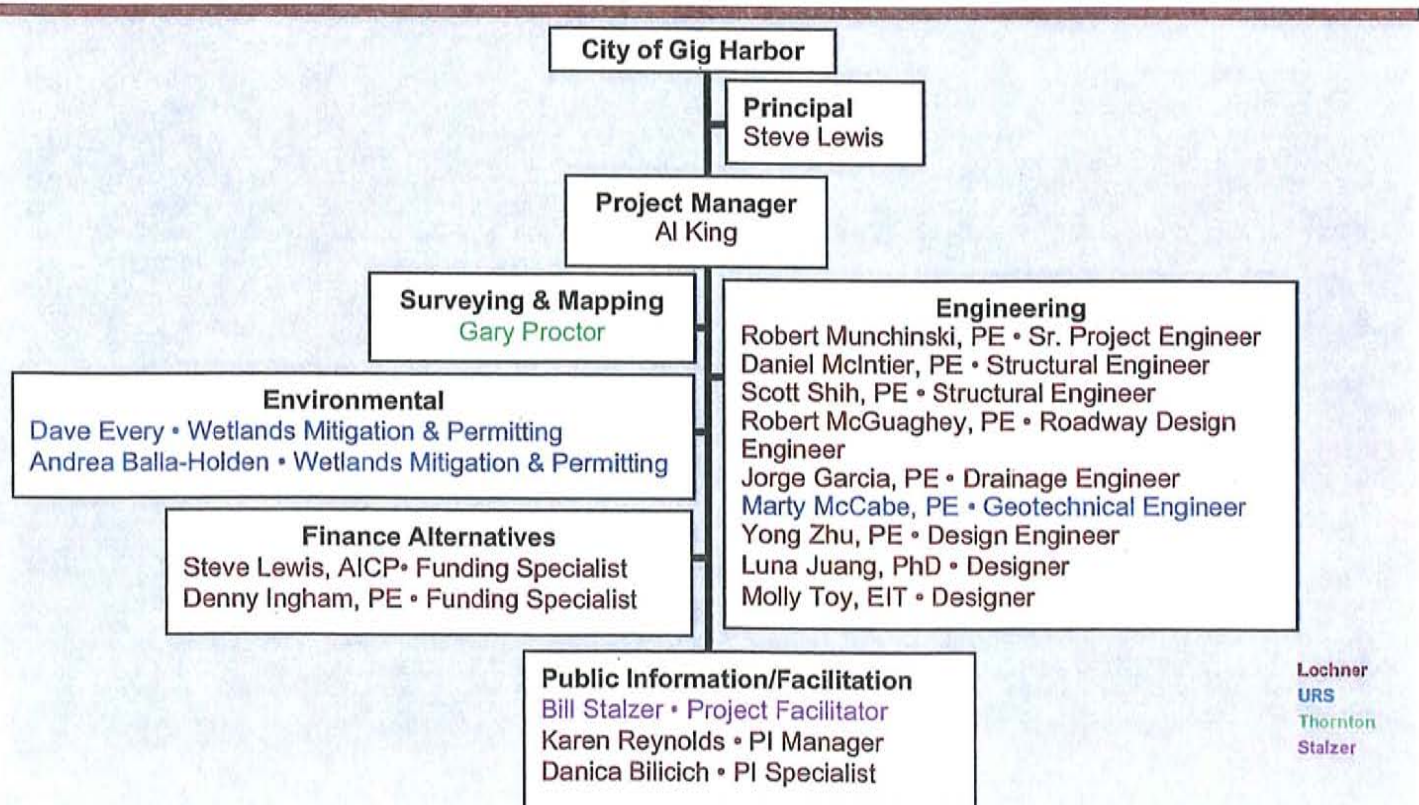
Andrea has over 12 years experience in several areas of fisheries, mostly dealing with threatened and endangered species and protected habitats. Her work with URS has involved preparing environmental permitting and compliance documents, including analyzing potential impacts of the project on protected

species and habitats, and developing conservation/mitigation measures to minimize impacts.



**Molly Toy, Designer**

Molly recently joined Lochner as an entry level designer. While she is lacking in engineering experience she brings a willingness to learn and hard work ethic to any project she is assigned to. Her experience primarily involves work with traffic analysis, design standards reviews and minor design work.



Lochner  
URS  
Thornton  
Stalzer

# LOCHNER

H.W. Lochner, Inc.  
400 - 108th Avenue NE  
Suite 401  
Bellevue, WA 98004

January 11, 2008

T 425.454.3160  
F 425.455.8543

hwlochner.com

Mr. Stephen T. Misiurak, P.E.  
**City of Gig Harbor**  
3510 Grandview Street  
Gig Harbor, Washington 98335

Re: Statement of Qualifications  
Engineering Services

Dear Mr. Misiurak:

I will have to remember to thank both Ben Yazici and John Cunningham for recommending Lochner to the City of Gig Harbor. We have enjoyed a long working relationship with both Ben and John, Ben dating back to when he was Public Works Director at University Place.

Lochner has been providing the complete array of surface transportation services to municipal clients since 1944 - from initial planning studies and public involvement, through the environmental, design, construction, and construction observation. While we will provide more information on the attached pages, examples of recent or on-going projects include:

- ▣ Interchange studies on I-5 in Blaine, Bellingham and Burlington, as well as a recent successful Interchange Justification Report the has resulted in a new single point urban interchange (currently in final design) on I-84 in Meridian, Idaho.
- ▣ Transportation planning studies such as the SR16/SR 3 Corridor Study now underway, the award winning US 2 Route Development Plan completed this fall, the Carlsborg Area Transportation Study & Model, and the Kenmore Transportation Plan & Model Update, now in final draft.
- ▣ Preparation of plans, specifications and estimates for large municipal capital projects such as the City of Lacey Gateway project, the University Place Town Center project, and 244<sup>th</sup> Avenue NE for the City of Sammamish.

On the accompanying pages we have provided examples of our services in these three areas of work. As you know, the success of any organization is only as good as the people who comprise it and we are fortunate to have both a breadth and depth of dedicated transportation professionals, including Senior Project Managers that have also served as municipal engineers and public works directors in the past. In Washington, we have offices in Burlington, Bellevue, Lacey and Vancouver to better serve our clients both professionally and geographically.

Sincerely,

**H.W. LOCHNER, INC.**



Stephen G. Lewis  
Vice President

**RECEIVED**

**JAN 14 2008**

**CITY OF GIG HARBOR  
ENGINEERING**



## Section 1: Freeway/Interchange Design Experience

Our expertise in designing major highway facilities has been gained from over a half a century of experience. Our design work takes into account a considerable number of off-road features, including visual impacts and cultural factors. This context sensitive solutions approach to transportation design requires a commitment to cooperation, excellent communication, and persona trust. The end result being transportation improvements that are structurally and operationally safe while at the same time developed in harmony with natural settings and important cultural resources.

In Washington, most of our highway design work is led by one of three senior project managers, each with over 20-years of experience. They include:

- Bob Munchinski, PE, currently leading a design team for a new I-5 interchange in Blaine, including nearby streets and circulation system for a new border crossing;
- Rob McGaughey, PE, who recently completed planning for and 30% plans for an interchange modification in Burlington, including roundabouts at ramp ends, a new park & ride lot and associated city drainage and street improvements; and
- Dale LeMaster, PE, who adds over 45 years of design experience to our highway design team and who for the past year has been assisting WSDOT implement a \$50 million dollar highway improvement program in Skagit and Whatcom Counties.

### *Similar Projects*

**“D” Street & I-5 Interchange, Blaine, WA:** We included the “D” Street project for two reasons – incorporation of pervious pavement in the design and use of roundabouts for both traffic control and gateway treatments. In order to reduce storm water runoff, impervious surface (for permitting), and improve water quality, pervious pavement has been incorporated into the shoulder design. With high traffic volumes, the use of roundabouts has also been incorporated into the design as both a continuous flow approach to traffic management, as well as a traffic calming measure. Through our sustainable design initiative, the “D” street project spurred the Bellevue office of Lochner to pursue a concept design that would combine a curvilinear street with a multi-purpose path. In some street designs, the bicycle lane runs along the edge of the driving lane then veers away, and back again, separated by a landscaped refuge. The riders on our design team have commented that with the wet pavement we have, while they like the occasional refuge from traffic, the curve can be problematic when riding at speed. We are improving the curvilinear design by curving the street away from the bike path, while keeping the same intermittent refuge concept and constructing the bike lane out of pervious pavement. This new design will provide a number of positive outcomes, including:



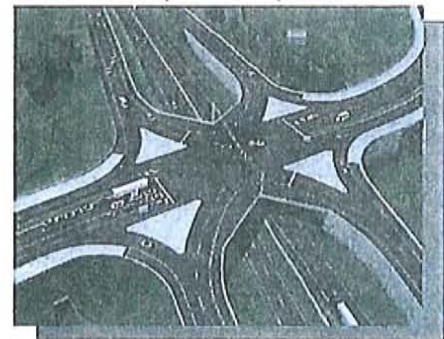
- Good arterial and collector carrying capacity at speeds compatible with urban areas;
- Less surface water runoff & simplified permitting due to less impervious pavement;
- Better water quality; and
- Improved non-motorized travel.

**Chuckanut I-5 Interchange and Park & Ride Lot, Burlington, WA:** Lochner is the principal designer and project manager for the SR 11 Chuckanut Interchange and Park and Ride Facility. Lochner prepared plans for new ramps and roundabouts to replace conventional intersections, as well as designed the parking area, bus island, access road, street and site lighting, storm water drainage system, service utilities, structural design of passenger shelters, and break and restroom facility. The lot will serve as a regional transit facility for Skagit Transit, Whatcom Transit Authority, and Island Transit, as well as a hub for the Mount Vernon Rail Station.



In addition to the interchange, major components of the park and ride facility include 395 parking stalls, eight bay central bus islands, van pool pick-up and drop-off area, two passenger shelters, a break and restroom facility for transit employees, site lighting, a municipal access road, stormwater system for conveyance, detention, and water quality, site landscaping, and service utilities.

**South Medford I-5 Interchange, Medford, OR:** The South Medford Interchange project is located at milepost 27 on I-5, approximately 43 kilometers (27 miles) north of the border between Oregon and California. The Interchange provides access to the southeast section of the City of Medford. At the interchange, I-5 is a four-lane divided freeway, accessed from Barnett Road by a partial cloverleaf interstate design. Barnett Road crosses over the freeway. All ramps in this interchange are single-lane roadways, with the I-5 off-ramps increasing in width to accommodate turn lanes at their intersections with Barnett Road.



The new interchange structure will be a Single Point Urban Interchange (SPUI). A SPUI is similar to a typical diamond interchange except that the on and off ramps are controlled by one controller with several signals, which allows left turns from the ramps to operate concurrently. This allows more vehicles through the interchange while utilizing less right-of-way.



## Section 2: Urban Street Design

As a nationwide leader in transportation planning and engineering that has focused on context sensitive design and sustainable solutions, Lochner is regularly providing agency staff and elected officials with comparative alternatives focusing on environmental benefits, cost and operational impacts – including maintenance costs (traditional drainage vs. rain gardens, signals vs. roundabout, access control methods, traffic impacts of “skinny streets,” etc.). In the list of projects below, we focused on many of the issues we believe may be incorporated in the four street projects listed in the Request for Qualifications, including Udon/Uddenberg Street, Harborview Drive, 38<sup>th</sup> Street, and Grandview Street.

Senior Project Managers for urban street projects include:

- Al King, PE, who recently led the team that completed design of nearly one-mile of urban arterial, with pedestrian, storm water, all wet and dry utilities and a new roundabout in 12 weeks for the Lacey Gateway project;
- Jorge Garcia, PE, whose recent Bothell-Everett Way project includes converting a two-lane rural road into a five-lane urban arterial, with bicycle lanes, sidewalks, landscaping, storm water retention, medians, lighting, retaining walls and two new traffic signals; and
- Gerry Willhelm, PE, PTOE, the Project Manager for 228<sup>th</sup> Avenue in Sammamish that includes completing a missing section of three-lane urban collector, including two roundabouts and a bridge over a class one wetland.

### *Similar Projects*

**Lacey Gateway, Lacey, WA:** The Lacey Gateway is an improvement (as well as some additional new streets) to a corridor leading to the City's new Life Style Center and the City and developer want to pursue Leadership in Energy and Environmental Design (LEED) Silver certification so design features such as rain gardens were evaluated. Lacey in general prefers roundabouts when ever practical; and motorized vehicular traffic volumes integrated with non-motorized circulation is an important design feature. Lochner recently completed design of Phase 1 of this signature project for Lacey, and construction is nearing completion. One of the significant challenges of the project was going from notice to proceed to 90% plans for over 3,900 lineal feet of urban arterial, which encompassed 124 plan sheets in only 12 weeks. The project includes a 30-foot median, curb, gutter, sidewalk, bike lane, a regional storm water solution, a roundabout, utility relocation, wet and dry utilities, illumination and a gray water system for irrigation. The City of Lacey gave Lochner a 95% rating, with no score of less than 9 out of 10 on any criteria this was achieved in spite of the exhaustive schedule the project had.



Typical – Biofiltration Swale or Rain Garden



It should be noted that the City decided to use more conventional storm water collection and treatment due to site conditions, cost of Right of Way (ROW), installation and maintenance associated with rain gardens.

**Bothell-Everett Way, Bothell, WA:** Another effort that Lochner recently designed is the conversion of Bothell-Everett Way in Bothell from an essentially rural two-lane road to an urban arterial with center turn lane, bike lanes, transit stop upgrades, landscaping and new traffic signals. The project also includes storm water collection and treatment, installation of major retaining walls, curbs, gutter, sidewalks, illumination and utility relocations. An important element of this project will be maintaining access to the Country Village during construction.



Typical – Naturalistic Retaining Wall

The project began with a design report that included signal warrant analyses for two new signals along the corridor, as well as channelization improvement recommendations for a major intersection just outside of the study area in order to improve traffic operations, capacity and safety.

**244<sup>th</sup> Avenue SE, Sammamish, WA:** The next project we would like to reference as an example of similar projects that Lochner has recently designed is the City of Sammamish's 244<sup>th</sup> Avenue project. The purpose of the 244<sup>th</sup> Avenue project is to improve north-south connectivity in the City of Sammamish by constructing approximately one-mile of new minor arterial roadway between NE 8<sup>th</sup> Street and SE 8<sup>th</sup> Street. The project began with an alternatives/pre-design study, including full EIS.



Combination Trail/Sidewalk

Because this corridor is anticipated to draw additional traffic, a variety of traffic calming techniques have been incorporated into the final design – including roundabouts at two intersections and a curvilinear street layout (3-lane section).

**University Place Town Center University Place, WA:** Lochner was selected for this downtown redevelopment project. The intent of this project is to make improvements to Bridgeport Way from Homestead Park to 35th Street, 35th Street from Bridgeport Way to Morrison and 37th Street west of Bridgeport Way as part of the University Place Town Center development. The improvements will widen existing streets to provide a center lane, parallel parking, wider sidewalks, new sidewalks, mid-block signalized crosswalks, landscaping, pedestrian lighting, street furniture, improvements to existing signals and new signals. Improvements also include a public plaza and parking structure.





## Section 3: Transportation Capacity Studies & Modeling

Transportation planning and modeling has been the “back bone” of Lochner’s services since Harry Lochner worked on early highway plans in the 1940’s and the route selection study for I-82 through Central Washington in the 1960’s. Since the advent of the Growth Management Act, our staff has worked with jurisdictions throughout Washington planning, finance and concurrency compliance issues, included writing annual transportation improvements programs.

We have developed regional, area wide and corridor level transportation models, including level of service deficiencies assessments and improvements programs. Our Senior Transportation Planning Managers include:

- Stephen Lewis, AICP who has completed over 50 area-wide, subarea and corridor transportation plans in Washington, including the recently submitted Carlsborg Area Transportation Study in Clallam County;
- Yong Zhu, PE who adds traffic engineering, modeling and design capacity to our transportation planning team and who recently completed the deficiencies assessment for the roadway system between Snohomish and Skykomish which successfully prioritized over 50 major capital improvements, with concurrence on the top 10; and
- Eric Sill, PE, PTOE who adds both operational and traffic engineering knowledge to each of our transportation plans.

### *Similar Projects*

**2020 Transportation Plan, Island County, WA** - This plan was originally adopted by the Island County Board of Commissioners in December 1998 and was included as the transportation element of the comprehensive plan. Lochner’s role involved preparing the transportation plan to comply with the requirements of the Growth Management Act (Lochner was recently selected for the third update to this plan).

Development of this plan required working with Island Transit, Washington State Ferries, and WSDOT to coordinate level of service standards for other elements of the overall transportation system in Island County. The update to this plan was completed in December 2000 and adopted by Island County Board of Commissioners.



This update was required to comply with SHB 1487 requiring state facilities to be included in their plan and concurrency ordinance. Lochner’s role involved preparing the transportation plan to comply with SHB 1487, document the analysis of state facilities of statewide significance and update the interim year analysis to 2006. This plan established level of service standards for county arterials and adopted the approved levels of service for state highways and ferry facilities.



**Kenmore Transportation Element** – Like Island County, Kenmore selected Lochner staff to update its transportation plan for a second time – updating the original 2000 plan. Led by Steve Lewis, the Kenmore Transportation Plan included:

- A comprehensive inventory of existing reports and facilities;
- A transportation model using Visum (updated old TModel);
- Traffic forecasts for 6 and 20 year time periods;
- Both system and intersection deficiencies analysis;
- A LOS analysis and system for future development;
- Revised policies including low impact development;
- A revised arterial street system plan;
- Estimates of probable cost for recommended improvements;
- A sidewalk/pedestrian plan;
- A 6-year and 20-year TIP;
- A mitigation plan with impact fees; and
- The financial element for inclusion in the CIP (HYCO).



**Clallam County, Carlsborg Subarea Transportation Plan** - Carlsborg is an unincorporated area located in Clallam County on the North Olympic Peninsula of the State of Washington. Founded in 1916, it lies approximately five miles west of downtown Sequim and approximately 14 miles east of downtown Port Angeles along the US 101 corridor. Just north of Carlsborg is the Strait of Juan de Fuca, and southwest is the Olympic National Park. Both the State Legislature and the Office of Financial Management classify Clallam as a rural county, with an average population density of approximately 39 persons per square mile. However, land use in Clallam County is heavily influenced by the high percentage of land in recreational use, such as the Olympic National Park and Olympic National Forest. As a result, in a county with over 1.1 million acres, only 137,000 acres are developable. If developable land area is considered, the population density of Clallam County more closely approximates 320 persons per square mile. Plan elements included:

- Full field inventory of facilities;
- Preparation of a traffic simulation model;
- Traffic forecasts for 6 and 20 year time periods;
- Detailed safety and operations analysis;
- Revised functional classification system;
- Estimates of project improvement costs;
- 6-year and 20-year implementation recommendations;
- Financial analysis.





**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** DR  
**DATE: APRIL 28, 2008**  
**SUBJECT: 1<sup>st</sup> QUARTER FINANCIAL REPORTS**

The financial reports for the first quarter of 2008 are attached.

Total resources, including revenues and beginning cash balances for all funds, are 35% of the annual budget (as compared to 54% and 47% in 2006 and 2007 respectively). Beginning fund balance for all funds in the current fiscal year was \$13,474,000. This is an increase of \$2,027,000 over 2007. Revenues, excluding beginning cash balances, are at 19% of budget. This is comparable to 20% through the end of the 1<sup>st</sup> quarter 2007. Expenditures are at 12% of budget. This compares to 13% in 2007.

General Fund 1<sup>st</sup> quarter revenues (excluding beginning balance) are at 21% of budget as compared to 25% for the same period last year. Sales tax receipts for the quarter are slightly behind pace at 23% of budget, while city utilities taxes are at 24% and development fees are at 18%.

General Fund expenditures are at 27% of budget. All General Fund departments are within first quarter budgeted expenditures.

Water, Sewer and Storm operating fund revenues are at 20%, 22% and 16% of budget; this compares to 1<sup>st</sup> quarter 2007 as follows: 19%, 21% and 17% respectively. Water, Sewer and Storm expenditures are at 18%, 19% and 14% through the end of the 1<sup>st</sup> quarter. For the same period in 2007 the expenditures were 18%, 20% and 17% of budget, respectively.

All funds have adequate cash on hand to meet upcoming obligations.

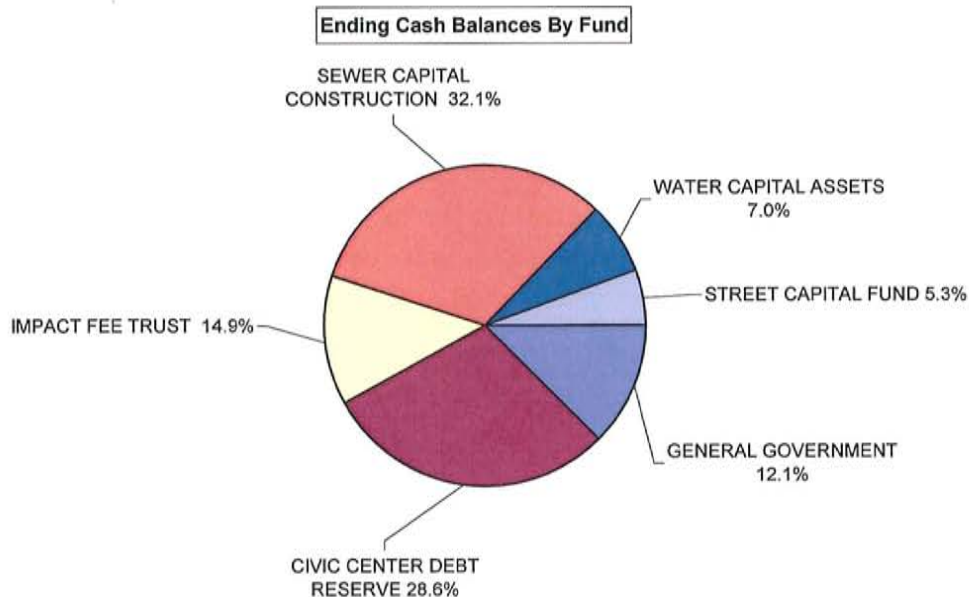


CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF MARCH 31, 2008

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 3,406,538	\$ 2,298,140	\$ 3,588,082	\$ (485,133)	\$ 1,631,463
101	STREET FUND	353,725	503,327	376,726	(135,547)	344,779
102	STREET CAPITAL FUND	-	2,267,754	1,549,461	-	718,293
105	DRUG INVESTIGATION FUND	89,645	5,368	-	(560)	94,453
107	HOTEL-MOTEL FUND	226,392	53,758	62,210	(16,559)	201,381
108	PUBLIC ART CAPITAL PROJECTS	91,911	818	-	-	92,729
109	PARK DEVELOPMENT FUND	10,836	400,618	312,231	-	99,224
110	CIVIC CENTER DEBT RESERVE	3,820,228	34,017	-	-	3,854,245
208	LTGO BOND REDEMPTION	22,484	200	-	-	22,684
209	2000 NOTE REDEMPTION	36,935	33,320	-	-	70,255
210	LID NO. 99-1 GUARANTY	91,885	818	-	-	92,703
211	UTGO BOND REDEMPTION	90,654	8,554	-	-	99,207
301	PROPERTY ACQUISITION FUND	9,786	77,424	-	-	87,211
305	GENERAL GOVT CAPITAL IMPR	65,195	77,918	-	-	143,113
309	IMPACT FEE TRUST	843,850	624,298	-	249,028	1,717,176
401	WATER OPERATING	369,180	195,399	188,079	(98,222)	278,278
402	SEWER OPERATING	356,181	455,207	426,568	(84,364)	300,456
407	UTILITY RESERVE	183,169	1,631	-	-	184,800
408	UTILITY BOND REDEMPTION	6,680	100,478	23,204	(188)	83,766
410	SEWER CAPITAL CONSTRUCTION	2,393,486	2,365,840	377,705	(152,271)	4,229,350
411	STORM SEWER OPERATING FUND	65,002	116,134	111,782	24,755	94,110
420	WATER CAPITAL ASSETS	609,524	355,319	8,927	(8,747)	947,169
605	LIGHTHOUSE MAINTENANCE TRUST	2,033	18	-	-	2,051
607	EDDON BOATYARD TRUST	284,055	1,192	-	(104,402)	180,845
608	FHS TRAFFIC MITIGATION TRUST	44,161	136	-	-	44,297
631	MUNICIPAL COURT	-	36,992	23,964	-	13,028
		\$ 13,473,535	\$ 10,014,680	\$ 7,048,937	\$ (812,210)	\$ 15,627,067

COMPOSITION OF CASH AND INVESTMENTS  
AS OF MARCH 31, 2008

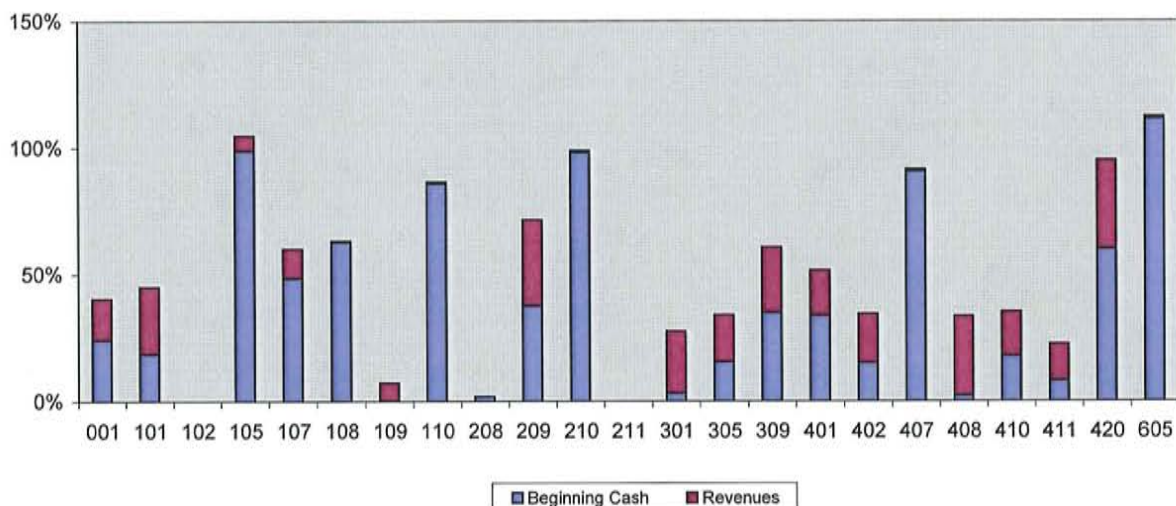
	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 1,300
CASH IN BANK			314,837
LOCAL GOVERNMENT INVESTMENT POOL		4.5957%	15,310,930
			<u>\$ 15,627,067</u>



**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF MARCH 31, 2008**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 14,093,305	\$ 5,704,678	\$ 8,388,627	40%
101	STREET FUND	1,900,521	857,053	1,043,468	45%
102	STREET CAPITAL FUND	19,075,178	2,267,754	16,807,424	12%
105	DRUG INVESTIGATION FUND	90,655	95,013	(4,358)	105%
107	HOTEL-MOTEL FUND	465,971	280,150	185,821	60%
108	PUBLIC ART CAPITAL PROJECTS	146,507	92,729	53,778	63%
109	PARK DEVELOPMENT FUND	5,614,108	411,454	5,202,654	7%
110	CIVIC CENTER DEBT RESERVE	4,452,300	3,854,245	598,055	87%
208	LTGO BOND REDEMPTION	1,224,093	22,684	1,201,409	2%
209	2000 NOTE REDEMPTION	98,145	70,255	27,890	72%
210	LID NO. 99-1 GUARANTY	93,686	92,703	983	99%
211	UTGO BOND REDEMPTION	338,704	99,207	239,497	29%
301	PROPERTY ACQUISITION FUND	316,088	87,211	228,877	28%
305	GENERAL GOVT CAPITAL IMPR	420,584	143,113	277,471	34%
309	IMPACT FEE TRUST	2,414,156	1,468,148	946,008	61%
401	WATER OPERATING	1,091,135	564,579	526,556	52%
402	SEWER OPERATING	2,359,923	811,388	1,548,535	34%
407	UTILITY RESERVE	202,020	184,800	17,220	91%
408	UTILITY BOND REDEMPTION	319,219	107,158	212,061	34%
410	SEWER CAPITAL CONSTRUCTION	13,468,640	4,759,326	8,709,314	35%
411	STORM SEWER OPERATING FUND	801,621	181,137	620,484	23%
420	WATER CAPITAL ASSETS	1,015,105	964,843	50,262	95%
605	LIGHTHOUSE MAINTENANCE TRUST	1,826	2,051	(225)	112%
607	EDDON BOATYARD TRUST		285,247	(285,247)	
608	FHS TRAFFIC MITIGATION TRUST		44,297	(44,297)	
631	MUNICIPAL COURT		36,992	(36,992)	
		<b>\$ 70,003,490</b>	<b>\$ 23,488,215</b>	<b>\$ 46,515,275</b>	<b>34%</b>

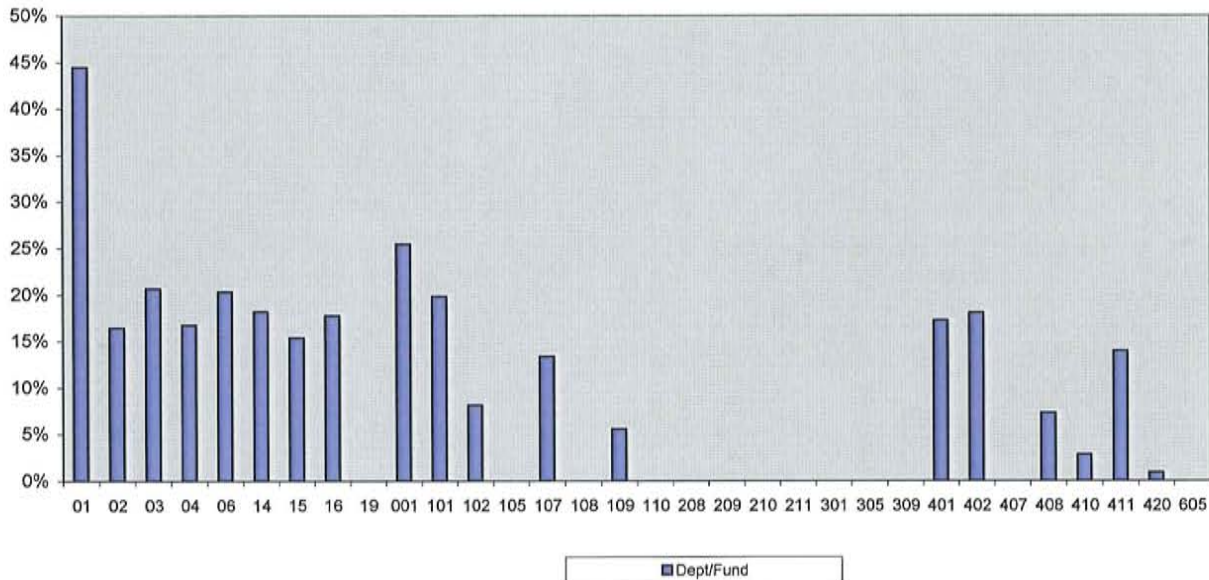
**Resources as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING MARCH 31, 2008**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 4,428,903	\$ 1,969,369	\$ 2,459,534	44%
02	LEGISLATIVE	34,100	5,608	28,492	16%
03	MUNICIPAL COURT	441,495	91,205	350,290	21%
04	ADMINISTRATIVE/FINANCIAL	1,587,549	265,944	1,321,605	17%
06	POLICE	3,266,530	664,229	2,602,301	20%
14	COMMUNITY DEVELOPMENT	2,106,170	383,522	1,722,648	18%
15	PARKS AND RECREATION	937,900	144,137	793,763	15%
16	BUILDING	360,700	64,067	296,633	18%
19	ENDING FUND BALANCE	929,958	-	929,958	
001	TOTAL GENERAL FUND	14,093,305	3,588,082	10,505,223	25%
101	STREET FUND	1,900,521	376,726	1,523,795	20%
102	STREET CAPITAL FUND	19,075,178	1,549,461	17,525,717	8%
105	DRUG INVESTIGATION FUND	90,655	-	90,655	
107	HOTEL-MOTEL FUND	465,971	62,210	403,761	13%
108	PUBLIC ART CAPITAL PROJECTS	146,507	-	146,507	
109	PARK DEVELOPMENT FUND	5,614,108	312,231	5,301,877	6%
110	CIVIC CENTER DEBT RESERVE	4,452,300	-	4,452,300	
208	LTGO BOND REDEMPTION	1,224,093	-	1,224,093	
209	2000 NOTE REDEMPTION	98,145	-	98,145	
210	LID NO. 99-1 GUARANTY	93,686	-	93,686	
211	UTGO BOND REDEMPTION	338,704	-	338,704	
301	PROPERTY ACQUISITION FUND	316,088	-	316,088	
305	GENERAL GOVT CAPITAL IMPR	420,584	-	420,584	
309	IMPACT FEE TRUST	2,414,156	-	2,414,156	
401	WATER OPERATING	1,091,135	188,079	903,056	17%
402	SEWER OPERATING	2,359,923	426,568	1,933,355	18%
407	UTILITY RESERVE	202,020	-	202,020	
408	UTILITY BOND REDEMPTION	319,219	23,204	296,015	7%
410	SEWER CAPITAL CONSTRUCTION	13,468,640	377,705	13,090,935	3%
411	STORM SEWER OPERATING FUND	801,621	111,782	689,839	14%
420	WATER CAPITAL ASSETS	1,015,105	8,927	1,006,178	1%
605	LIGHTHOUSE MAINTENANCE TRUST	1,826	-	1,826	
607	EDDON BOATYARD TRUST	-	-	-	
608	FHS TRAFFIC MITIGATION TRUST	-	-	-	
631	MUNICIPAL COURT	-	23,964	(23,964)	
		<b>\$ 70,003,490</b>	<b>\$ 7,048,937</b>	<b>\$ 62,954,553</b>	<b>10%</b>

**Expenditures as a Percentage of Annual Budget**

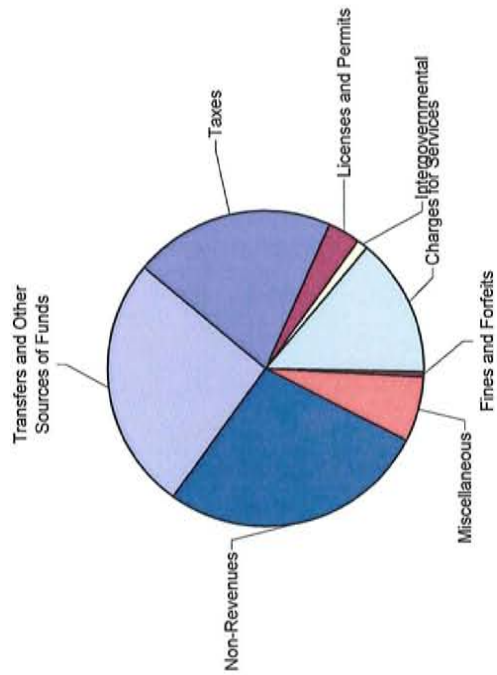




CITY OF GIG HARBOR  
 YEAR-TO-DATE REVENUE SUMMARY  
 BY TYPE  
 FOR PERIOD ENDING MARCH 31, 2008

TYPE OF REVENUE	AMOUNT
Taxes	\$ 2,065,737
Licenses and Permits	329,504
Intergovernmental	95,071
Charges for Services	1,442,862
Fines and Forfeits	40,535
Miscellaneous	677,018
Non-Revenues	2,760,425
Transfers and Other Sources of Funds	2,603,528
Total Revenues	10,014,680
Beginning Cash Balance	13,473,535
Total Resources	\$ 23,488,215

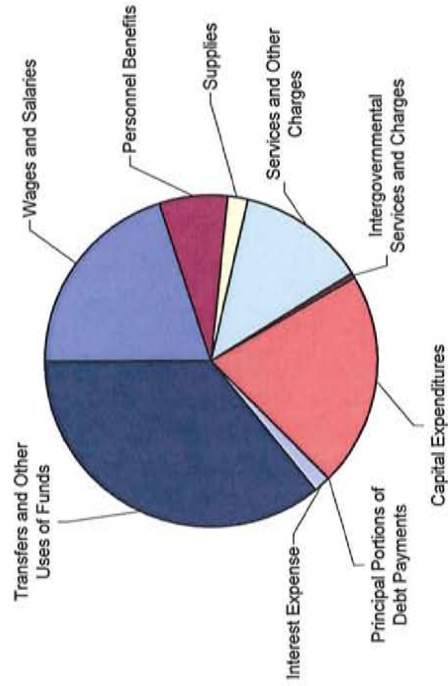
Revenues by Type - All Funds



CITY OF GIG HARBOR  
 YEAR-TO-DATE EXPENDITURE SUMMARY  
 BY TYPE  
 FOR PERIOD ENDING MARCH 31, 2008

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	\$ 1,409,899
Personnel Benefits	469,804
Supplies	143,419
Services and Other Charges	878,323
Intergovernmental Services and Charges	45,201
Capital Expenditures	1,451,885
Principal Portions of Debt Payments	
Interest Expense	123,204
Transfers and Other Uses of Funds	2,527,937
Total Expenditures	7,048,937
Ending Cash Balance	15,627,067
Total Uses	\$ 22,676,004

Expenditures by Type - All Funds



CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF MARCH 31, 2008

	001	101	102	105	107	108	109	110	301	305	309	605	607	608	631	TOTAL	
	GENERAL	STREET	ST CAP	DRUG	HOTEL -	PUBLIC ART	PARK DVLP	CIVIC CTR	PROPERTY	GEN GOVT	IMPACT FEE	LIGHTHOUSE	EDDON	FHS TRFC	MUNICIPAL	SPECIAL	
	GOVERNMENT			INVESTIGATIOI	MOTEL	PROJECTS	FUND	DEBT RSRV	ACQUISITION	CAPITAL IMP	TRUST FUND	MAINT	BOATYARD	MITIGATION	COURT	REVENUE	
ASSETS																	
CASH	\$ 9,632	\$ 10,261	\$ 4,182	\$ 1,544	\$ 1,172	\$ 540	\$ 578	\$ 22,439	\$ 508	\$ 833	\$ 1,744	\$ 12	\$ 180,845	\$ 44,297	\$ 76	\$ 269,030	
INVESTMENTS	1,621,831	334,519	714,111	92,909	200,209	92,189	98,646	3,831,806	86,703	142,280	1,715,433	2,039	-	-	12,952	7,323,796	
RECEIVABLES	1,318,111	28,414	-	-	37,175	-	-	-	-	-	-	-	-	-	-	65,589	
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL ASSETS	2,949,574	373,193	718,293	94,453	238,556	92,729	99,224	3,854,245	87,211	143,113	1,717,176	2,051	180,845	44,297	13,028	7,656,416	
LIABILITIES																	
CURRENT	18,996	143,626	-	-	-	-	-	-	-	-	251,326	-	-	-	-	394,952	
LONG TERM	4,531	13,207	-	-	-	-	-	-	-	-	-	-	-	-	-	13,207	
TOTAL LIABILITIES	23,527	156,833	-	-	-	-	-	-	-	-	251,326	-	-	-	-	408,159	
FUND BALANCE:																	
BEGINNING OF YEAR	4,215,989	89,759	-	89,085	247,008	91,911	10,836	3,820,228	9,786	65,195	841,552	2,033	179,653	44,161	-	5,491,208	
Y-T-D REVENUES	2,296,140	503,327	2,267,754	5,368	53,758	818	400,618	34,017	77,424	77,918	624,298	18	1,192	136	36,992	4,083,639	
Y-T-D EXPENDITURE	(3,588,062)	(376,726)	(1,549,461)	-	(62,210)	-	(312,231)	-	-	-	-	-	-	-	(23,964)	(2,324,591)	
ENDING FUND BALANCE	2,926,047	216,360	718,293	94,453	238,556	92,729	99,224	3,854,245	87,211	143,113	1,465,850	2,051	180,845	44,297	13,028	7,250,256	
TOTAL LIAB. & FUND BAL	2,949,574	\$ 373,193	\$ 718,293	\$ 94,453	\$ 238,556	\$ 92,729	\$ 99,224	\$ 3,854,245	\$ 87,211	\$ 143,113	\$ 1,717,176	\$ 2,051	\$ 180,845	\$ 44,297	\$ 13,028	\$ 7,656,416	

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF MARCH 31, 2008

	208	209	210	211	TOTAL
	LITGO BOND	2000 NOTE	LID 99-1	UTGO BOND	DEBT
	REDEMPTION *****	REDEMPTION*****	GUARANTY	REDEMPTION*****	SERVICE
ASSETS					
CASH	\$ 132	\$ 409	\$ 540	\$ 578	\$ 1,658
INVESTMENTS	22,552	69,846	92,163	98,630	283,191
RECEIVABLES	-	-	-	7,770	7,770
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	22,684	70,255	92,703	106,978	292,619
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	3,670	3,670
TOTAL LIABILITIES	-	-	-	3,670	3,670
FUND BALANCE:					
BEGINNING OF YEAR	22,484	36,935	91,885	94,754	246,057
Y-T-D REVENUES	200	33,320	818	8,554	42,892
Y-T-D EXPENDITURE	-	-	-	-	-
ENDING FUND BALANCE	22,684	70,255	92,703	103,308	288,949
TOTAL LIAB. & FUND BAL \$	22,684	70,255	92,703	106,978	292,619



CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF MARCH 31, 2008

	PROPRIETARY							TOTAL PROPRIETARY	TOTAL
	401	402	407	408	410	411	420		
	WATER OPERATING	SEWER OPERATING	UTILITY RESERVE	UTILITY BOND REDEMPTION	SEWER CAP. CONST.	STORM SEWER OPERATING	WATER CAP. ASSETS		
<b>ASSETS</b>									
CASH	\$ 1,720	\$ 17,754	\$ 1,076	\$ 488	\$ 8,717	\$ 548	\$ 5,514	\$ 35,817	\$ 316,137
INVESTMENTS	276,559	282,701	183,724	83,278	4,220,633	93,562	941,655	6,082,112	15,310,930
RECEIVABLES	108,956	197,440	-	-	-	44,316	-	350,712	1,742,183
FIXED ASSETS	3,581,636	9,542,716	-	-	1,382,005	524,826	224,840	15,256,023	15,256,023
OTHER	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>3,968,871</b>	<b>10,040,611</b>	<b>184,800</b>	<b>83,766</b>	<b>5,611,355</b>	<b>663,251</b>	<b>1,172,008</b>	<b>21,724,664</b>	<b>32,625,273</b>
<b>LIABILITIES</b>									
CURRENT	(500)	-	-	270,236	(6,714)	2	104,282	367,306	781,254
LONG TERM	45,806	53,087	-	1,358,407	-	42,431	-	1,499,732	1,521,140
<b>TOTAL LIABILITIES</b>	<b>45,306</b>	<b>53,087</b>	<b>-</b>	<b>1,628,643</b>	<b>(6,714)</b>	<b>42,433</b>	<b>104,282</b>	<b>1,867,038</b>	<b>2,302,394</b>
<b>FUND BALANCE:</b>									
BEGINNING OF YEAR	3,916,244	9,958,885	183,169	(1,622,151)	3,629,934	616,465	721,335	17,403,882	27,357,136
Y-T-D REVENUES	195,399	455,207	1,631	100,478	2,365,840	116,134	355,319	3,590,009	10,014,680
Y-T-D EXPENDITURE	(188,079)	(426,568)	-	(23,204)	(377,705)	(111,782)	(8,927)	(1,136,264)	(7,048,937)
<b>ENDING FUND BALANCE</b>	<b>3,923,565</b>	<b>9,987,524</b>	<b>184,800</b>	<b>(1,544,877)</b>	<b>5,618,069</b>	<b>620,818</b>	<b>1,067,727</b>	<b>19,857,626</b>	<b>30,322,879</b>
<b>TOTAL LIAB. &amp; FUND BAL</b>	<b>\$ 3,968,871</b>	<b>\$ 10,040,611</b>	<b>\$ 184,800</b>	<b>\$ 83,766</b>	<b>\$ 5,611,355</b>	<b>\$ 663,251</b>	<b>\$ 1,172,008</b>	<b>\$ 21,724,664</b>	<b>\$ 32,625,273</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
BY FUND TYPE  
AS OF MARCH 31, 2008

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	TOTAL ALL FUND TYPES
<b>ASSETS</b>						
CASH	\$ 9,632	\$ 269,030	\$ 1,658	\$ 280,321	\$ 35,817	\$ 316,137
INVESTMENTS	1,621,831	7,323,796	283,191	9,228,818	6,082,112	15,310,930
RECEIVABLES	1,318,111	65,589	7,770	1,391,471	350,712	1,742,183
FIXED ASSETS	-	-	-	-	15,256,023	15,256,023
OTHER	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>2,949,574</b>	<b>7,658,416</b>	<b>292,619</b>	<b>10,900,609</b>	<b>21,724,664</b>	<b>32,625,273</b>
<b>LIABILITIES</b>						
CURRENT	18,996	394,952	-	413,948	367,306	781,254
LONG TERM	4,531	13,207	3,670	21,408	1,499,732	1,521,140
<b>TOTAL LIABILITIES</b>	<b>23,527</b>	<b>408,159</b>	<b>3,670</b>	<b>435,356</b>	<b>1,867,038</b>	<b>2,302,394</b>
<b>FUND BALANCE:</b>						
BEGINNING OF YEAR	4,215,989	5,491,208	246,057	9,953,254	17,403,882	27,357,136
Y-T-D REVENUES	2,298,140	4,089,639	42,892	6,424,671	3,590,009	10,014,680
Y-T-D EXPENDITURE	(3,588,082)	(2,324,591)	-	(5,912,673)	(1,136,264)	(7,048,937)
<b>ENDING FUND BALANCE</b>	<b>2,926,047</b>	<b>7,250,256</b>	<b>288,949</b>	<b>10,465,253</b>	<b>19,857,626</b>	<b>30,322,879</b>
<b>TOTAL LIAB. &amp; FUND BAL</b>	<b>\$ 2,949,574</b>	<b>\$ 7,658,416</b>	<b>\$ 292,619</b>	<b>\$ 10,900,609</b>	<b>\$ 21,724,664</b>	<b>\$ 32,625,273</b>

# CITY OF GIG HARBOR



## 2008 / 1<sup>ST</sup> QUARTER PERFORMANCE AND WORKLOAD MEASURES

# ADMINISTRATION

## Administration

### Performance Measures

	2007 Actual	2008 Goal
<b>Percent of Citizens Agreeing with Survey Questions:</b>		
Pleased with Overall Direction of the City	63%	65%
Receive Good Value for Taxes Paid	48%	51%
The City Listens to its Citizens	55%	60%
City has a Strong Sense of Community	87%	88%

### Workload Measures

	2005 Actual	2006 Actual	2007 Actual	2008 Estimate
Population	6,765	6,765	6,780	6,850
City-wide Assessed Property Valuation	1,012,515,695	1,167,739,135	1,448,681,937	1,699,571,402
Total Capital Project Budget	2,800,000	2,200,000	11,000,000	28,000,000

## City Clerk Office

### Performance Measures

	Public Records Requests (respond within 5 days)	Ordinance /Resolutions (within 4 working days)	Council Packets on time	Minutes done within 6 days
2007 Total	100%	N/A	N/A	N/A
2008 Estimate	87%	100%	67%	83%

### Workload Measures

	Passports	Business Licenses	Request for Public Records	Council Packets # of Pages	Ordinances & Resolutions	Minutes -# of pages
2007 1 <sup>st</sup> Quarter	N/A	N/A	41	1095	20	73
2008 1 <sup>st</sup> Quarter	372	124	52	1604	14	53
2007 Total	1,762	618	135	5435	98	210
2008 Estimate	1500	600	200	6500	100	200

# POLICE

## Performance Measures

	2007 1st Quarter	2008 1st Quarter	2007 Actual	2008 Estimate
% of citizens who feel safe in general according to survey	N/A	N/A	N/A	75%
UCR Violent crimes per 1000 population	N/A	N/A	2.2	2
UCR Property crimes per 1000 population	N/A	N/A	70	69
Average police emergency response time in minutes	N/A	N/A	6.5	6

## Workload Measures

	2007 1st Quarter	2008 1st Quarter	2007 Actual	2008 Estimate
Number of dispatched calls for service	1229	1653	5365	6300
Number of office walk in requests for service	576	489	2186	2100
Number of cases assigned for follow-up	49	69	196	220
Number of police reports written	429	417	1720	1800

# MUNICIPAL COURT

## Performance and Workload Measures

### 1st Quarter (January - March)

	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
<b>Infraction Filings</b>	128	262	265	367
<b>Infraction Hearings</b>	62	182	180	223
<b>Criminal Filings</b>	106	136	89	163
<b>Criminal Hearings</b>	400	633	724	860
<b>Collection Recovery</b>	\$7,503	\$9,341	\$15,310	\$15,804

### Annual

	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008 Projected</b>
<b>Infraction Filings</b>	1,458	1,110	1,712	1,468
<b>Infraction Hearings</b>	797	893	904	892
<b>Criminal Filings</b>	449	426	558	652
<b>Criminal Hearings</b>	1,782	2,540	3,049	2,608
<b>Collection Recovery</b>	\$29,279	\$45,697	54,410	\$62,000

# BUILDING AND FIRE SAFETY

## Performance Measures

	2007 1 <sup>st</sup> Quarter	2008 1 <sup>st</sup> Quarter	2007 Actual	2008 Projected
Triage new building permit applications within 1 week of receipt of complete application	N/A	59	N/A	70
Provide first review or plan approval letter within 28 days of receipt of complete application	N/A	67	N/A	80
Provide second review or approval letter within 14 days of receipt of re-submittals	N/A	100	N/A	100
Provide inspections within 24 hours of request	99	99	100	99
Attend scheduled pre-application conferences	100	100	100	100
Provide requested PL/ENG comments within 1 week of request	N/A	88	N/A	95

## Workload Measures

	2007 1 <sup>st</sup> Quarter	2008 1 <sup>st</sup> Quarter	2007 Actual	2008 Projected
Inspections per day per inspector/asst. BO/FM (max)	1.5	3.5	1.5	4
Major projects assigned per inspector/asst. BO/FM (max)	N/A	9.25	N/A	10
Minor projects assigned per inspector/asst. BO/FM (max)	N/A	35	N/A	35
Plan review letters completed per week	7.5	4.6	3	14
Special projects per staff member (max at one time)	1	2.3	0.5	2
Professional development activities (per month min)	1	6.5	0.5	2

# PLANNING DEPARTMENT

## Performance Measures

	2007 1st Quarter *	2008 1st Quarter	2007 Actual *	2008 Goal
% of land use cases processed under 120 days	N/A	98%	N/A	100%
% of short plats processed under 30 days	N/A	None **	N/A	100%
% of preliminary plats processed under 90 days	N/A	0% ***	N/A	100%

## Workload Measures

	2007 1st Quarter	2008 1st Quarter	2007 Actual	2008 Projected
Number of land use cases	72	85	500	500
Number of code amendments	8	6	31	30
Number of Code complaints	N/A	14	12	15

\* Data not tracked in 2007

\*\* None approved this quarter

\*\*\* Reflects one case processed in 92 days



# PUBLIC WORKS

## Parks

### Performance Measures

	2007 1 <sup>st</sup> Quarter	2008 1 <sup>st</sup> Quarter	2007 Actual	2008 Estimate
Landscaping Maintained (sq ft/FTE)	90,000*	90,000*	360,000	420,000
Parks cleaned per day	100%	100%	100%	100%
Complaints addressed within 24 hours	100%	100%	100%	100%

### Workload Measures

	2007 1 <sup>st</sup> Quarter	2008 1 <sup>st</sup> Quarter	2007 Actual	2008 Estimate
Acres of park space & streetscapes	16.30	17.92	65.2	71.7
Community event sponsored hours	252**	252**	1008	1100
Acres of park land (per FTE)	N/A	N/A	10.86	12.56
Park related phone calls	6	9	54	60

\* Number is average over the whole year due to seasonal mowing schedule.

\*\*Number is estimated over the whole year due to seasonal nature of events.

## Streets

### Performance Measures

	2007 1 <sup>st</sup> Quarter	2008 1 <sup>st</sup> Quarter	2007 Actual	2008 Estimate
Streets swept (miles/FTE)	36.87	29.06	200	250
Streets maintain (lane miles/FTE)	1.5	1.4	5.9	5.6

### Workload Measures

	2007 1 <sup>st</sup> Quarter	2008 1 <sup>st</sup> Quarter	2007 Actual	2008 Estimate
Streetlights	405	405	405	450
Lane miles maintained	19	19	76	76
Street signs repaired	149	54	247	250
Pavement markings (feet)	3 <sup>rd</sup> quarter	3 <sup>rd</sup> quarter	312,267	315,000
Sidewalks maintained (feet)	23,540	27,965	94,160	111,860
Street-related phone calls	27	14	86	90

## Water

**Performance Measures**

	<b>2007 1<sup>st</sup> Quarter</b>	<b>2008 1<sup>st</sup> Quarter</b>	<b>2007 Actual</b>	<b>2008 Estimate</b>
Meters read per FTE	507.25	516.25	2029	2,065
After hrs emer. responses w/in 45 min.	100%	100%	100%	100%

**Workload Measures**

	<b>2007 1<sup>st</sup> Quarter</b>	<b>2008 1<sup>st</sup> Quarter</b>	<b>2007 Actual</b>	<b>2008 Estimate</b>
Gallons of storage capacity	4,550,000	4,550,000	4,550,000	4,550,000
Number of gallons pumped per year	46.02 mg	49.6 mg	308,000,00	370,000,00
Number of water related calls	16	30	71	78

**Stormwater**

**Performance Measures**

	<b>2007 1<sup>st</sup> Quarter</b>	<b>2008 1<sup>st</sup> Quarter</b>	<b>2007 Actual</b>	<b>2008 Estimate</b>
Percent of storm ponds brushed	100%	100%	100%	100%
Progress toward NSDES Phase II comp.	0	5%	0	100%

**Workload Measures**

	<b>2007 1<sup>st</sup> Quarter</b>	<b>2008 1<sup>st</sup> Quarter</b>	<b>2007 Actual</b>	<b>2008 Estimate</b>
Catch basins cleaned	144	162	579	650
Catch basins installed	3	0	4	4
Storm ponds maintained	3 <sup>rd</sup> quarter	3 <sup>rd</sup> quarter	11	12

**Wastewater**

**Performance Measures**

	<b>2007 1<sup>st</sup> Quarter</b>	<b>2008 1<sup>st</sup> Quarter</b>	<b>2007 Actual</b>	<b>2008 Estimate</b>
Dewatering w/thickening process	613,914 GALS.	723,226 GALS.	2,179,991 GALS.	Not Available
Plant performance award	Yes	Yes	Yes	Yes

**Workload Measures**

	<b>2007 1<sup>st</sup> Quarter</b>	<b>2008 1<sup>st</sup> Quarter</b>	<b>2007 Actual</b>	<b>2008 Estimate</b>
<b>Raw sewage treated</b>	84.1314mg	78.3982mg	297.3448 mg	313.5928mg
<b>Tons of bio-solids produced</b>	261.8 wet tons	295.9 wet tons	933 wet tons	1183.6 wet tons
<b>**Work orders for lift station/plant maintenance</b>	133 Plant/ 118 LS's	143 Plant/ 142 LS's	442 Plant/ 487 LS's	
<b>Lift station checks</b>	221	221	884	884

\*March 2008: 90.8 wet tons bio-solids compared to 56.4 wet tons in March 2007. Very bad decants in March 2008. Centrifuge down for 3 days of preventative maintenance and drained tanks as well.

\*\*Work Order numbers do not include most of the unscheduled or emergency repairs

**Engineering**

**Performance Measures**

	<b>2007 1st Quarter</b>	<b>2008 1st Quarter</b>	<b>2007 Actual</b>	<b>2008 Estimate</b>
<b>% of projects on time/under budget</b>	100%	100%	100%	100%
<b>Ratio of PW variances approved w/in 6 weeks of application</b>	N/A	0/1	2/3	2/3

**Workload Measures**

	<b>2007 1st Quarter</b>	<b>2008 1st Quarter</b>	<b>2007 Actual</b>	<b>2008 Estimate</b>
<b>Number of capital projects construction surveyed by staff</b>	unknown	1	2	3
<b>Traffic modeling completed by staff</b>	unknown	0	1	3

# FINANCE

## Finance

### Performance Measures

	2007 1st Quarter	2008 1st Quarter	2007 Actual	2008 Estimate
Maintain city bond rating (Moody's A2)	A2	A2	A2	A2
Unqualified audit financial statement opinion	yes	yes	yes	yes

### Workload Measures

	2007 1st Quarter	2008 1st Quarter	2007 Actual	2008 Estimate
Number of invoices processed	1673	1722	9243	9300
Number of transactions receipted	4857	4277	17,883	21,200
Number of utility bills processed	3059	3071	13,935	13,500
Number of payroll checks processed	654	742	2579	2900

## Information Technology

### Performance Measures

	2005 Actual	2006 Actual	2007 Actual	2008 Estimate
* Average Cost of IT per Citizen	29	26	26	28
* Average Cost of IT per Employee	2000	1800	1667	1724
Average Number of employees per IT staff	40	48	54	58
Average number of Workstations per IT staff	40	45	58	72
Ratio of Workstations to employees	0.8	0.8	1.1	1.3
Ratio of Employees to printers	3.3	2.9	3.1	1.5
Help desk time to resolve	NA	NA	45min	45min
Network uptime	99%	99%	99%	99%

Information Technology numbers reported based on fiscal year numbers. Quarterly numbers are not available.

\* In Dollars.

**Workload Measures**

	<b>2005 Actual</b>	<b>2006 Actual</b>	<b>2007 Actual</b>	<b>2008 Estimate</b>
<b>Number of IT staff</b>	2	2	2	2
<b>Number of Servers maintained</b>	8	10	11	12
<b>Number of workstations</b>	80	90	118	145
<b>Number of printers</b>	30	32	35	77
<b>Number of remote sites</b>	2	3	3	3
<b>Average monthly help desk calls</b>	140	225	310	310

Information Technology numbers reported based on fiscal year numbers. Quarterly numbers are not available.

# MARKETING

## Performance Measures

	2007 1st Quarter	2008 1st Quarter	2007 Actual	2008 Estimate
Occupancy Percentages	45.2%	47.0%	56.3%	60.0%
Percentage Change in Visitor Info Requests	N/A	198%	399%	25%
Editorial Medial Value	\$133,600	\$62,360	\$445,512	\$400,000

## Workload Measures

	2007 1st Quarter	2008 1st Quarter	2007 Actual	2008 Estimate
Promotion and Advertising Budget	\$20,500	\$14,114	\$82,000	\$95,800
Number of Filled Requests	6,903	13,650	34,850	33,700
Hosted Media	0	0	6	6



Date: April 23, 2008

To: Mayor and City Council

From: Rob Karlinsey, City Administrator

A handwritten signature in black ink, appearing to read "Rob", is written over the name "Rob Karlinsey" in the "From:" field.

Subject: Boys and Girls Club Agreement

Attached is a DRAFT proposed agreement between the City and the Boys & Girls Club. This is the same draft agreement that was given to you in the April 14 Council packet. This proposed agreement commits the City to \$150,000 per year for five years. In return, the City receives the following:

1. Dedicated space for a senior center
2. Recreation services for Gig Harbor youth

At the last Council meeting, I also handed out notebooks that contained support information from the Boys & Girls Club. Since then, I have received additional supporting documentation. This additional information is attached to this memorandum.

Please review the agreement and supporting information. Let me know if you have any questions or suggestions. I would like to present this draft to the Boys & Girls Club sometime during the week of April 28, 2008, and I anticipate that I will bring this contract forward for your consideration either on May 12 or May 27.

Thank you.

**Proposed Boys & Girls Club**  
**Additional Supporting Documentation**



(Lakewood)

Gary and Carol Milgard Family HOPE Center  
 Facility Use Report  
 Month of March, 2008

NAME (Agency or Group)	DESCRIPTION (Program or Event)	Target Population (Youth)	TARGET POPULATION (Adults)	DATE (Day & Times)
Northwest Youth Sports Alliance	NYSA Basketball Games	200	200	March 1, 2008 9 a.m. - 3 p.m.
Clover Park School District	Phi Delta Kappa Board Meeting		12	March 1, 2008 9 a.m. - noon
Lakeview HOPE Academy	Gym/PE Classes	800	8	March 3-7, 2008 8 a.m. - 2:30 p.m.
Tacoma-Pierce County Health Dept.	Omaha Systems Training	26		March 3, 2008 8:30 a.m. - 12:30 p.m.
Boys & Girls Clubs - ASC				March 3, 2008 1 p.m. - 2 p.m.
Kids At Hope	Kids At Hope Meeting		4	March 3, 2008 2:30 p.m. - 3:30 p.m.
Kids At Hope	Kids At Hope Meeting		8	March 3, 2008 5:30 p.m. - 7 p.m.
Boys & Girls Clubs - ASC	Media Training		22	March 4, 2008 10 a.m. - 1 p.m.
Pierce College	ESL Classes		15	March 4, 2008 5:30 p.m. - 8:30 p.m.
City of Lakewood Parks & Rec.	Zumba Exercise/Training		12	March 4, 2008 7 p.m. - 8 p.m.
Boys & Girls Clubs - ASC	Tour of Facility		6	March 5, 2008 3:30 p.m. - 4:30 p.m.
Kids At Hope	Board of Directors Meeting		20	March 5, 2008 5 p.m. - 6 p.m.
Kids At Hope	Kids At Hope Meeting		4	March 6, 2008 8 a.m. - 9 a.m.
Boys & Girls Clubs - ASC	Campaign Financing Meeting		12	March 6, 2008 1 p.m. - 5 p.m.

NAME (Agency or Group)	DESCRIPTION (Program or Event)	Target Population (Youth)	TARGET POPULATION (Adults)	DATE (Day & Times)
Kids At Hope	Kids At Hope Meeting		4	March 6, 2008 3 p.m. - 4 p.m.
Pierce College	ESL Classes		15	March 6, 2008 5:30 p.m. - 8:30 p.m.
Boys & Girls Clubs - ASC	Tour of Facility		8	March 6, 2008 4 p.m. - 5 p.m.
Boys & Girls Clubs - ASC	New Member Orientation	18	16	March 6, 2008 5:30 p.m. - 6:30 p.m.
City of Lakewood Parks & Rec.	Zumba Exercise/Training		12	March 6, 2008 7 p.m. - 8 p.m.
Tacoma-Pierce County Health Dept.	Oral Health Forum		80	March 7, 2008 8 a.m. - 1 p.m.
Northwest Youth Sports Alliance	Basketball Practice	60	35	March 7, 2008 5:30 p.m. - 7:30 p.m.
Northwest Youth Sports Alliance	Basketball Games	200	200	March 8, 2008 8:30 a.m. - 4 p.m.
Clover Park School District	Gym/PE Classes	800	8	March 10-14, 2008 8 a.m. - 2:30 p.m.
Tacoma-Pierce County Health Dept.	Omaha Training		26	March 10, 2008 8:30 a.m. 12:30 p.m.
Boys & Girls Clubs - ASC	Tour of Facility		10	March 10, 2008 2:30 p.m. - 4 p.m.
Korean Women's Association	Youth Safety Training	7	6	March 10, 2008 3:30 p.m. - 5 p.m.
Kids At Hope	Training of Trainers		45	March 11, 2008 8 a.m. - 5 p.m.
Tacoma-Pierce County Health Dept.	Positive Steps Team Meeting		16	March 11, 2008 9 a.m. - 10:30 a.m.
Korean Women's Association	SHIBA Community Meeting		20	March 11, 2008 9 a.m. - 3 p.m.
Boys & Girls Clubs - ASC	Tour of Facility		11	March 11, 2008 2:30 p.m. - 3:30 p.m.

NAME (Agency or Group)	DESCRIPTION (Program or Event)	Target Population (Youth)	TARGET POPULATION (Adults)	DATE (Day & Times)
Pierce College	ESL Classes		15	March 11, 2008 5:30 p.m. - 8:30 p.m.
City of Lakewood Parks & Rec.	Zumba Exercise/Training		12	March 11, 2008 7 p.m. - 8 p.m.
Kids At Hope	Training of Trainers		45	March 12, 2008 8 a.m. - 5 p.m.
Boys & Girls Clubs - ASC	TV Interview		10	March 13, 2008 2:30 p.m. - 4 p.m.
Boys & Girls Clubs - ASC	Gig Harbor Committee Meeting		10	March 13, 2008 3 p.m. - 4:30 p.m.
Kids At Hope	Kids At Hope Lions Club Presentation		12	March 13, 2008 5:30 p.m. - 6:30 p.m.
Boys & Girls Clubs - ASC	New Member Orientation	13	18	March 13, 2008 5:30 p.m. - 6:30 p.m.
Boys & Girls Clubs -ASC	Finance Meeting		8	March 13, 2008 1 p.m. - 3 p.m.
City of Lakewood Parks & Rec.	Zumba Exercise/Training		12	March 13, 2008 7 p.m. - 8 p.m.
Centro Latino	Women's Community Group	8	13	March 14, 2008 10 a.m. - noon
Kids At Hope	Kids At Hope Tacoma Schools Pres.		10	March 14, 2008 1 p.m. - 3 p.m.
Northwest Youth Sports Alliance	Basketball Games	200	225	March 15, 2008 8:30 a.m. - 4 p.m.
Clover Park School District	Gym/PE Classes	800	8	March 17-21, 2008 8 a.m. - 2:30 p.m.
Tacoma-Pierce County Health Dept.	Omaha Training -FSW		26	March 17,2008 8:30 a.m -12:30 p.m
GCMFHC -BGC	HOPE Center Tenant Association Mtg.		15	March 17, 2008 11 a.m - 12 p.m
Boys & Girls Clubs - ASC	Campaign Meeting		4	March 17, 2008 2 p.m. - 3 p.m.

NAME (Agency or Group)	DESCRIPTION (Program or Event)	Target Population (Youth)	TARGET POPULATION (Adults)	DATE (Day & Times)
City of Lakewood Parks & Rec.	Zumba Exercise/Training		12	March 18, 2008 7 p.m. - 8 p.m.
Boys & Girls Clubs - ASC	Tour of Facility		8	March 18, 2008 3 p.m. - 4 p.m.
Boys & Girls Clubs - ASC - USDA	Healthy Habits		5	March 19, 2008 1 p.m - 2 p. m
Clover Park School Dist - Ed Judie	Professional Development		65	March 20, 2008 7:30 p.m - 3:30 p. m
Child & Family Guidance Center	Parent Education		25	March 20, 2008 8:30 a.m - 12 p.m
Boys & Girls Clubs - ASC	Summer Training Planning Committee		10	March 20, 2008 11 a.m - 1 p.m
GCMFHC - BGC	Carol M. Grant Training		5	March 20, 2008 1:30 p.m - 2:30 p.m
Boys & Girls Clubs - ASC	Tour of Facility		8	March 20, 2008 5:30 p.m - 6:30 p.m
City of Lakewood Parks & Rec.	Zumba Exercise/Training		12	March 20, 2008 7 p.m. - 8 p.m.
Clover Park School Dist - Ed Judie	Professional Development		65	March 21, 2008 7:30 p.m - 3:30 p. m
Kids at Hope	Implementing Kids at Hope		3	March 21, 2008 2 p.m - 3 p.m
Boys & Girls Clubs - ASC	Tour of Facility		8	March 21, 2008 3 p.m. - 4 p.m.
Northwest Youth Sports Alliance	Basketball Games	200	225	March 22, 2008 8:30 a.m. - 4 p.m.
Clover Park School District	Gym/PE Classes	800	8	March 24-28, 2008 8 a.m. - 2:30 p.m.
Child & Family Guidance	Educational Advocacy		15	March 24, 2008 10 a.m - 12 p.m
Boys & Girls Clubs - ASC	Tour of Facility		8	March 24, 2008 2:30 p.m. - 4 p.m.

NAME (Agency or Group)	DESCRIPTION (Program or Event)	Target Population (Youth)	TARGET POPULATION (Adults)	DATE (Day & Times)
Boys & Girls Clubs - ASC	Tour of Facility		12	March 24, 2008 3:30 p.m. - 4:30 p.m.
Healthy Marriage Program	Strengthening of Families	30	10	March 24, 2008 5 p.m. - 9 p.m.
United Way of Pierce County	Investment Retreat		8	March 25, 2008 8 a.m. - 4 p.m.
Boys & Girls Clubs - ASC	FPC Meeting		6	March 25, 2008 4:30 p.m. - 6 p.m.
Healthy Marriage Program	The Strongest Link	30	15	March 25, 2008 5 p.m. - 9 p.m.
City of Lakewood Parks & Rec.	Zumba Exercise/Training		12	March 25, 2008 7 p.m. - 8 p.m.
Healthy Marriage Coalition	Coalition Building		10	March 26, 2008 12 p.m. - 2 p.m.
Centro Latino	Health Fair	50	80	March 26, 2008 5 p.m. - 8 p.m.
Clover Park School District	Achieving Family Friendly School		60	March 27, 2008 8 a.m. - 4 p.m.
Boys & Girls Clubs - ASC	Tour of Facility		12	March 27, 2008 10: a.m. - 11:30 p.m.
Boys & Girls Clubs - ASC	Debrief with UW's Social Work Study		10	March 27, 2008 1:30 p.m. - 2:30 p.m.
Boys & Girls Clubs - ASC	Tour of Facility		8	March 27, 2008 5:30 p.m. - 6:30 p.m.
City of Lakewood Parks & Rec.	Zumba Exercise/Training		12	March 27, 2008 7 p.m. - 8 p.m.
Kids at Hope	Implementing Kids at Hope		4	March 28, 2008 9 a.m. - 9:30 a.m.
Centro Latino	Women's Community Group	7	13	March 28, 2008 10 a.m. - 12 p.m.
Northwest Youth Sports Alliance	Basketball Games	200	225	March 29, 2008 8:30 a.m. - 4 p.m.



Monthly Facility Use Report

Item Description	Monthly Facility Use Report											
	Jan	Feb	March	April	May	June	July	August	Sept	October	Nov	Dec
Membership												
# Registered Members	251	292	377									
Members attending at least one day	195	257	340									
Members attending at least three days a week	177	188	269									
Registered Males	126	156	208									
Registered Females	125	136	169									
Teen Members	43	50	54									
Military Dependents	36	43	50									
<b>Ethnicity</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Sept</b>	<b>October</b>	<b>Nov</b>	<b>Dec</b>
African Americans	99	111	124									
Asian	13	22	30									
Chinese	1	1	1									
Hispanic	61	74	110									
Korean	5	3	8									
Other	3	5	8									
Samoan	7	7	8									
White	62	69	88									
<b>Average Daily Attendance</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Sept</b>	<b>October</b>	<b>Nov</b>	<b>Dec</b>
ADA All	125	135	170									
ADA Teens	21	26	36									
ADA Non Teens	104	109	134									
<b>Program Attendance</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Sept</b>	<b>October</b>	<b>Nov</b>	<b>Dec</b>
Bot Lab	2625	2700	3341									
Education and Career	2625	2700	3341									
Arts	2625	2700	3341									
Character and Leadership	2625	2700	3341									
Gym	2625	2700	3341									
Social Rec	2625	2700	3341									
Snacks	1494	1710	2170									
Dinners	1202	1135	1539									

**Boys & Girls Clubs of South Puget Sound (ALL PUGET SOUND B+G CLUBS)**  
**Consolidated Statement of Activities**  
**March 31, 2008**

	Current Period		Year to Date		Annual Budget YTD		Variance
	Actual	Budget	Actual	Budget	Annual Budget	Variance	
<b>Income</b>							
Contributions Foundations	\$ 82,155	\$ 21,000	\$ 164,874	\$ 61,000	\$ 241,500	\$ (76,626)	
Contributions Business	3,871	1,430	23,003	9,830	71,830	(48,827)	
Contributions Individuals	605	600	9,262	3,740	52,500	(43,238)	
Net Special Events	17,751	-	11,895	-	30,840	(18,945)	
United Way	12,676	12,980	41,358	40,940	218,600	(177,242)	
Government Funding	150,887	205,435	383,913	435,855	1,700,320	(1,316,407)	
Membership, Program & Athletic Fees	53,253	55,490	154,026	161,470	1,107,630	(953,604)	
Vending/Rental/Special Fund Raisers/ BOTT License	24,446	21,895	40,288	35,390	108,180	(67,892)	
Transfers - Cash Flow Emergency Reserve CAP Awards	-	-	14,355	14,200	14,200	155	
Transfers - Endowment fund	150,200	150,200	150,200	150,200	150,200	-	
Transfers - One Campaign Program Enhancement	189,680	189,680	365,819	365,819	2,076,790	(1,710,971)	
Transfers - One Campaign Subsidy	-	-	361,190	361,190	1,801,190	(1,440,000)	
<b>Total Income</b>	<b>\$ 685,524</b>	<b>\$ 658,710</b>	<b>\$ 1,720,183</b>	<b>\$ 1,639,634</b>	<b>\$ 7,573,780</b>	<b>\$ (5,853,597)</b>	
<b>Expense</b>							
Salaries	\$ 355,353	\$ 382,243	\$ 1,054,346	\$ 1,158,384	\$ 4,919,380	\$ 3,865,034	
Taxes & Employee Benefits	68,275	73,900	198,212	219,287	1,136,220	938,008	
Professional Fees	11,107	7,950	28,569	40,245	152,890	124,321	
Program & Athletic Costs	37,757	51,015	124,844	147,175	528,270	403,426	
Supplies	4,483	7,485	15,307	21,310	76,910	61,603	
Occupancy Expense	32,737	42,003	127,788	143,509	528,850	401,062	
Leased Equipment Expense	-	-	2,673	2,650	5,150	2,477	
Vehicle Expense	7,420	6,620	20,911	20,820	90,650	69,739	
Training, Conferences & Board Development	6,413	5,895	9,819	17,295	102,080	92,261	
Marketing & Public Relations	2,863	1,500	8,855	8,400	31,100	22,245	
Development Expense	84	1,500	3,612	4,250	17,000	13,388	
Professional Dues, Subscriptions & Other Expenses	409	905	3,682	3,845	39,310	35,628	
<b>Total Expense</b>	<b>\$ 526,901</b>	<b>\$ 581,016</b>	<b>\$ 1,598,618</b>	<b>\$ 1,787,170</b>	<b>\$ 7,627,810</b>	<b>\$ 6,029,192</b>	
<b>BEGINNING FUND BALANCE</b>	\$ -	\$ -	\$ 54,030	\$ 54,030	\$ 54,030	\$ -	
<b>NET SURPLUS/(DEFICIT)</b>	<b>\$ 158,623</b>	<b>\$ 77,694</b>	<b>\$ 175,595</b>	<b>\$ (93,506)</b>	<b>\$ 269,101</b>	<b>\$ -</b>	

**Staff Report - 3**

a. Contribution Foundations - Timing  
b. Contribution Business & Individual - Polar Plunge revenue  
c. Net Special Event - Timing Bowl-a-Thon  
d. Government Funding - 21st Century Grant & Carol M. White \$69,700 offset by lower expenses  
e. Membership, Program & Athletic Fees - Child Care fees under projection, offset by lower salaries  
f. Rental Income - GCMF HOPE Center & LW Club - Over projection

g. Salaries - Vacant positions in all categories, largest variances in Technology Program, Program Support, 21st Century Grant and DSHS; Work-study over budget.  
h. Taxes & Benefits - reflective of lower wages paid and not yet billed for Key-person life insurance  
i. Professional fees - Employment Recruitment & fees not yet used, Tech Support & Program & Athletic Costs under budget in all categories except USDA \$15K over  
j. Supplies - Office supply & postage under projection  
k. Occupancy Expense - Maintenance Expense, ASC Rent refund \$9,300 (taxes)  
l. Training, Conference & Board - All under projections  
m.



# Boys & Girls Clubs of South Puget Sound Statement of Activities Lakewood Branch & Hope Center

	Current Period			Year to Date			Annual Budget YTD Variance		
	3/1/2008	3/31/2008		1/1/2008	3/31/2008		Annual Budget	Annual Budget	Variance
	Budget	Variance		Budget	Variance		Budget	Variance	
<b>Income</b>									
Contributions Foundations	0	0	0	0	0	0	3,800	3,800	(3,800)
Contributions Business	1,275	650	625	1,750	1,950	(200)	10,500	10,500	(8,750)
Contributions Individuals	0	0	0	25	0	25	8,500	8,500	(8,475)
Special Events	75	0	75	75	0	75	6,200	6,200	(6,125)
Government Funding	7,370	22,190	(14,820)	18,875	27,960	(9,085)	126,430	126,430	(107,555)
Membership, Program & Athletic Fees	1,585	300	1,285	4,045	2,800	1,245	56,330	56,330	(52,285)
Vending/Rental/Special Fund Raisers/ BOTT License	7,881	20,020	(12,139)	18,721	30,100	(11,379)	90,300	90,300	(71,579)
<b>Total Income</b>	<b>18,186</b>	<b>43,160</b>	<b>(24,974)</b>	<b>43,491</b>	<b>62,810</b>	<b>(19,319)</b>	<b>302,060</b>	<b>302,060</b>	<b>(259,569)</b>
<b>Expense</b>									
Salaries	38,127	40,508	2,381	103,708	116,274	12,566	483,560	483,560	379,852
Taxes & Employee Benefits	6,867	7,455	588	18,885	21,047	2,162	101,980	101,980	83,095
Professional Fees	441	400	(41)	2,188	2,140	(48)	9,790	9,790	7,602
Program & Athletic Costs	1,601	1,225	(376)	3,240	6,905	3,665	32,160	32,160	28,920
Supplies	669	175	(494)	2,032	1,805	(227)	5,300	5,300	3,268
Occupancy Expense	8,502	5,535	(2,967)	25,720	23,715	(2,005)	94,040	94,040	68,320
Vehicle Expense	406	515	109	1,219	1,695	476	7,400	7,400	6,181
Training, Conferences & Board Development	20	1,050	1,030	364	2,250	1,886	6,000	6,000	5,636
Professional Dues, Subscriptions & Other Expenses	0	0	0	108	0	(108)	2,750	2,750	2,642
<b>Total Expense</b>	<b>56,633</b>	<b>56,863</b>	<b>230</b>	<b>157,465</b>	<b>175,831</b>	<b>18,366</b>	<b>742,980</b>	<b>742,980</b>	<b>585,515</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>(38,447)</b>	<b>(13,703)</b>	<b>(24,744)</b>	<b>(113,974)</b>	<b>(113,021)</b>	<b>(953)</b>	<b>(440,920)</b>	<b>(440,920)</b>	<b>376,946</b>





# Boys & Girls Clubs of South Puget Sound Statement of Activities Lakewood Branch & Hope Center

	Current Period			Year to Date			Annual Budget YTD Variance		
	3/1/2008	3/31/2008	Variance	1/1/2008	3/31/2008	Variance	Annual Budget	Annual Budget	Variance
1-6074-51	275	275	0	275	275	0	1,100	1,100	825
1-6081-50	1,657	2,060	403	5,278	6,180	902	27,800	27,800	22,522
1-6081-51	971	1,110	139	2,956	3,330	374	13,290	13,290	10,334
1-6082-50	207	200	(7)	673	600	(73)	2,830	2,830	2,157
1-6082-51	165	170	6	463	510	47	2,020	2,020	1,557
1-6083-50	0	0	0	0	0	0	7,780	7,780	7,780
1-6083-51	0	0	0	0	0	0	4,740	4,740	4,740
<b>Total Taxes &amp; Employee Benefits</b>	<b>6,867</b>	<b>7,455</b>	<b>588</b>	<b>18,885</b>	<b>21,047</b>	<b>2,162</b>	<b>101,980</b>	<b>101,980</b>	<b>83,095</b>
<b>Professional Fees</b>									
1-6105-50	115	115	0	345	345	0	1,380	1,380	1,035
1-6105-51	115	115	0	345	345	0	1,380	1,380	1,035
1-6108-50	0	0	0	0	70	70	70	70	70
1-6110-50	211	170	(41)	864	740	(124)	2,500	2,500	1,636
1-6113-50	0	0	0	634	640	6	3,320	3,320	2,686
1-6115-50	0	0	0	0	0	0	620	620	620
1-6120-50	0	0	0	0	0	0	520	520	520
<b>Total Professional Fees</b>	<b>441</b>	<b>400</b>	<b>(41)</b>	<b>2,188</b>	<b>2,140</b>	<b>(48)</b>	<b>9,790</b>	<b>9,790</b>	<b>7,602</b>
<b>Program &amp; Athletic Costs</b>									
1-6201-50	1,407	500	(907)	2,511	4,300	1,789	15,000	15,000	12,489
1-6204-50	0	650	650	300	1,950	1,650	7,800	7,800	7,500
1-6208-50	114	50	(64)	298	580	282	2,060	2,060	1,762
1-6215-50	56	0	(56)	56	0	(56)	7,000	7,000	6,944
1-6225-50	25	25	0	75	75	0	300	300	225
<b>Total Program &amp; Athletic Costs</b>	<b>1,601</b>	<b>1,225</b>	<b>(376)</b>	<b>3,240</b>	<b>6,905</b>	<b>3,665</b>	<b>32,160</b>	<b>32,160</b>	<b>28,920</b>
<b>Supplies</b>									
1-6301-50	444	50	(394)	950	650	(300)	2,200	2,200	1,250
1-6301-51	225	50	(175)	597	650	53	2,200	2,200	1,603
1-6302-51	0	0	0	26	0	(26)	0	0	(26)
1-6310-50	0	75	75	19	75	56	300	300	281

# Boys & Girls Clubs of South Puget Sound Statement of Activities Lakewood Branch & Hope Center

	Current Period			Year to Date			Annual Budget YTD Variance		
	3/11/2008	1/11/2008		3/31/2008		Budget		Variance	
	3/31/2008	Budget	Variance	Budget	Variance	Budget	Variance	Annual Budget	Variance
1-6326-50 License & Permit Expense	0	0	0	232	(12)	220	(12)	300	68
1-6326-51 License & Permit Expense	0	0	0	208	3	210	3	300	93
<b>Total Supplies</b>	<b>669</b>	<b>175</b>	<b>(494)</b>	<b>2,032</b>	<b>(227)</b>	<b>1,805</b>	<b>(227)</b>	<b>5,300</b>	<b>3,268</b>
<b>Occupancy Expense</b>									
1-6405-50 Utilities	2,875	1,620	(1,255)	9,308	(1,688)	7,620	(1,688)	32,800	23,492
1-6405-51 Utilities	556	360	(196)	1,864	(184)	1,680	(184)	7,200	5,336
1-6415-50 Telephone & Connectivity Expense	152	185	33	643	(88)	555	(88)	2,200	1,557
1-6415-51 Telephone & Connectivity Expense	0	50	50	123	27	150	27	600	477
1-6420-50 Security Expense	119	140	21	402	18	420	18	1,680	1,278
1-6420-51 Security Expense	174	180	6	533	7	540	7	2,160	1,627
1-6425-50 Building Liability Insurance	290	290	0	870	0	870	0	3,480	2,610
1-6425-51 Building Liability Insurance	1,860	1,860	0	5,580	0	5,580	0	22,320	16,740
1-6430-50 Repair & Maint. Bldg & Grounds	1,040	100	(940)	1,666	1,134	2,800	1,134	8,000	6,334
1-6430-51 Repair & Maint. Bldg & Grounds	221	0	(221)	273	(273)	0	(273)	0	(273)
1-6431-50 Maintenance Supplies	843	750	(93)	3,013	(413)	2,600	(413)	10,000	6,987
1-6431-51 Maintenance Supplies	372	0	(372)	1,155	(1,155)	0	(1,155)	0	(1,155)
1-6432-50 Equipment Maintenance Fixed	0	0	0	289	611	900	611	3,600	3,311
<b>Total Occupancy Expense</b>	<b>8,502</b>	<b>5,535</b>	<b>(2,967)</b>	<b>25,720</b>	<b>(2,005)</b>	<b>23,715</b>	<b>(2,005)</b>	<b>94,040</b>	<b>68,320</b>
<b>Vehicle Expense</b>									
1-6605-50 Gasoline & Mileage Expense	201	340	139	600	420	1,020	420	4,000	3,400
1-6605-51 Gasoline & Mileage Expense	30	0	(30)	78	(78)	0	(78)	0	(78)
1-6610-50 Vehicle Repair and Maintenance	0	0	0	0	0	0	0	1,000	1,000
1-6615-50 Vehicle License	0	0	0	16	134	150	134	300	284
1-6620-50 Vehicle Insurance	175	175	0	525	0	525	0	2,100	1,575
<b>Total Vehicle Expense</b>	<b>406</b>	<b>515</b>	<b>109</b>	<b>1,219</b>	<b>476</b>	<b>1,695</b>	<b>476</b>	<b>7,400</b>	<b>6,181</b>
<b>Training, Conferences &amp; Board Development</b>									
1-6701-50 Employee Training & Education	0	1,000	1,000	40	1,961	2,000	1,961	4,000	3,961
1-6701-51 Employee Training & Education	0	0	0	255	(255)	0	(255)	0	(255)
1-6705-50 Conferences	0	0	0	0	0	0	0	1,000	1,000

**Boys & Girls Clubs of South Puget Sound**  
**Statement of Activities**  
 Lakewood Branch & Hope Center

4/11/2008 10:29:52AM

	Current Period			Year to Date			Annual Budget YTD Variance		
	3/31/2008	Budget	Variance	1/1/2008 3/31/2008	Budget	Variance	Annual Budget	Variance	Variance
1-6710-50 Meetings	20	50	30	70	150	80	600	530	
1-6715-50 Board Development	0	0	0	0	100	100	400	400	
Total Training & Conferences	20	1,050	1,030	364	2,250	1,886	6,000	5,636	
Professional Dues, Subscriptions & Other Expenses									
1-6801-50 Professional Dues	0	0	0	0	0	0	350	350	
1-6805-51 Subscriptions	0	0	0	108	0	(108)	0	(108)	
1-6810-50 BGC America Dues	0	0	0	0	0	0	2,400	2,400	
Total Professional Dues, Subscriptions & Other Expenses	0	0	0	108	0	(108)	2,750	2,642	
<b>Total Expense</b>	<b>56,633</b>	<b>56,863</b>	<b>230</b>	<b>157,465</b>	<b>175,831</b>	<b>18,366</b>	<b>742,980</b>	<b>585,515</b>	
<b>NET SURPLUS/(DEFICIT)</b>	<b>(38,447)</b>	<b>(13,703)</b>	<b>(24,744)</b>	<b>(113,974)</b>	<b>(113,021)</b>	<b>(953)</b>	<b>(440,920)</b>	<b>376,946</b>	

**Proposed Agreement Between the City of Gig Harbor  
And  
The Boys & Girls Club**

**AGREEMENT  
BETWEEN THE CITY OF GIG HARBOR AND  
BOYS & GIRLS CLUBS OF SOUTH PUGET SOUND**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2008, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the "City" and Boys & Girls Clubs of South Puget Sound, a \_\_\_\_\_, (the B&GC needs to identify what type of organization they are in the blank) organized under the laws of the state of Washington, hereinafter referred to as the "Agency".

**WHEREAS**, on April 12, 2004, the Gig Harbor City Council passed Resolution 623 supporting the development of a community center that includes facilities for supporting the social and recreational health and welfare of seniors, adults, and youth; and

**WHEREAS**, on April 10, 2003, Pierce County and the Boys & Girls Club of South Puget Sound entered into a lease agreement where Pierce County agreed to lease approximately \_\_\_\_ acres of land to the Boys & Girls Club for 50 years at \$10 per year in return for constructing and operating a youth facility and a Senior Center; and

**WHEREAS**, the Agency has committed to build a Community Center for Boys and Girls Club as well as Senior Center programs and activities, a project committed to uniting the Gig Harbor community and improving the quality of life of its citizens by providing quality services, education and advocacy for youth and senior citizens; and

**WHEREAS**, the Agency has expressed willingness to provide the Youth Recreation and Senior Center Services to the citizens of Gig Harbor at no cost to the City or the citizens of Gig Harbor for five years; and

**WHEREAS**, the City Council recognizes that the Agency's vision of the community center is consistent with the ideals of the City; and

**NOW THEREFORE**, IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

**TERMS**

1. Purpose of the Agreement. In the execution of this Agreement, the City and Agency seek to:

A. Describe the conditions precedent which must occur in order for the City to provide the monetary support identified herein for operation and maintenance of the Community Center, to be constructed by the Agency, which support would be provided for a period of five years after the anniversary date of this Agreement;



B. Clarify that the City's support (by means of an annual monetary contribution) is temporary, in order to assist the Agency in the initial start-up and development of their facility and programs, and shall not extend beyond this five-year Agreement;

B. Describe the effective and efficient use of the Community Center facilities and grounds for the benefit of Gig Harbor citizens;

C. Describe the programs that will be implemented by the Agency for the benefit of at-risk youth, which shall serve as consideration for this Agreement;

D. Identify and describe the space in the Community Center to be leased exclusively to the City for use as a senior center and specify that the funding provided by the City under this Agreement will cover the rent for such space for a period of five years;

E. Describe the procedures under which the Agency shall request monetary contributions from the City, and the manner in which the City shall respond;

F. Describe the procedures to be used by the Agency in order to report the outcomes of the programs and use of the Community Center to the City.

2. General Provisions of the Agreement. The City and the Agency acknowledge that:

A. The facilities and grounds uses and programs authorized and/or funded by this Agreement are municipal, educational and community purposes.

B. The ultimate responsibility for the operations and maintenance of the Community Center will remain with the Agency, and this Agreement is intended to provide a specific amount of funding necessary to cover these costs as they relate to the programs provided to Gig Harbor citizens.

C. This Agreement is not intended to amend any of the existing leases and/or other agreements between the parties or between the parties and any other third parties.

3. Construction of Facility. The Agency agrees that it shall construct a Community Center for Boys and Girls Clubs as well as Senior Center programs and activities, under the following schedule:

- The Agency shall obtain a building permit for the Community Center by January 1, 2009; and
- The Agency shall complete the construction of the Community Center and receive a certificate of occupancy by January 1, 2010.

The parties agree that if the above activities are not complete by the identified date, this Agreement shall be null and void, and neither party shall have any obligation to perform any of the responsibilities set forth in this Agreement.

4. Funding by Pierce County. The parties acknowledge that Pierce County has agreed to lease the land for the Community Center to the Boys & Girls Club, and provide a one-time lump sum payment of \$160,000 for construction costs. The parcel of land for the Community Center is specifically described in Exhibit B of this agreement. The parties agree that if the County fails to either lease the land and/or make the \$160,000 payment to the Agency by the time of issuance of the Community Center's certificate of occupancy on January 1, 2010, this Agreement shall be deemed null and void, and neither party shall have any obligation to perform any of the responsibilities set forth in this Agreement.

5. Scope of Services to be Performed by Agency.

A. *Youth and Recreation Programs.* The Agency shall operate and make available to City of Gig Harbor enrolled in the youth recreation programs for a period of five years under conditions as described in Exhibit A, attached hereto and incorporated herein by this reference, generally known by the project title of "Youth Recreation Services." All costs relating to the provision of this program for citizens of Gig Harbor shall be paid by the Agency.

B. *Lease of Space in Community Center for Senior Center Operated by the City/Assignee.* The Agency shall provide at least 1,500 square feet of interior building space in the Community Center at no cost to the City, for the exclusive purpose of a Gig Harbor Senior Center where senior citizens can congregate, attend classes, dine, and otherwise participate in senior recreational programs. The Agency shall lease this space to the City for a period of five years under the terms and conditions generally set forth in the lease agreement attached hereto as Exhibit C. As set forth in the attached lease, the City shall have the right to sublease this space or assign the lease to any group or entity to operate and run senior programs. The City and/or its sublessee/assignee shall also have scheduled access to other portions of the Community Center, including but not limited to the common area, meeting rooms, gymnasium(s), computer room(s), and the commercial kitchen. Scheduling of the other portions of the Community Center shall be as set forth in Section 7 herein. The City and/or its sublessee/assignee shall be guaranteed access to the kitchen for the preparation and clean-up of at least one lunchtime meal period per week for the purpose of the senior meals program. The City and/or its sublessee/assignee shall have access to the senior center 24 hour a day, seven days a week. The Agency shall pay all of the costs relating to the leased space for janitorial services, building maintenance, repairs, utilities, taxes, insurance, and capital improvements. The City, its

sublessee/assignee shall have the ability to construct tenant improvements in the leased space, as generally set forth in the attached lease. The Agency shall not be required to perform any repairs and/or maintenance on any tenant improvements.

6. Documentation of Costs. The Agency shall maintain records of costs associated with the provision of the services described in Section 5. The Agency shall provide the City with an annual report, which shall document the services provided based on numbers of Gig Harbor citizens, hours of utilization, costs, fees and charges, etc. The City shall use the Report to determine whether the services and programs are provided by the Agency at the levels guaranteed by the Agency in Exhibit A.

7. Naming of Community Rooms and City Use of Facilities. The parties agree that the City shall name the Community Meeting Rooms 1 and 2, at the City's discretion. The City reserves the right to co-locate City logo signage with Agency signage, both on the interior and exterior of the Community Center. In addition the City, its sublessees/assignees or users of the leased space shall be entitled to use community rooms, gymnasium(s), meeting rooms, conference rooms, restrooms, and kitchen facilities in the building for any City purposes and at no cost to the City. The parties shall coordinate a procedure for scheduling the Community Center interior and exterior. Such use by the City, its sublessees/assignees or users of the Senior Center is subordinate to Agency activities; however, once the City receives written confirmation from the Agency that the City's use has been placed on the schedule for use of the building, the Agency may not change, delay, or cancel the City's scheduled use.

8. Identified Community Support. To insure that those people who benefit from the activities and services of the Agency are aware of the City's involvement, the Agency shall include the words "*funded in part by the City of Gig Harbor*", and "*Keeping Gig Harbor's Promise*" on any and all flyers, pamphlets, brochures, advertisements or other printed information prepared by or for the Agency advertising or promoting the activities and services of the Agency pertaining to the particular program funded by the City. Such advertisements shall be filed with the City of Gig Harbor City Clerk's Office.

9. City's Contribution. In consideration for the Agency's operation of the Youth Recreation Services for Gig Harbor citizens, as well as providing the senior center space, all as required by this Agreement, the City shall provide the Agency with One Hundred Fifty Thousand Dollars (\$150,000) per year for five (5) consecutive years. The first payment will be made on the date the Agency receives its certificate of occupancy for the facility, as long as the conditions in Section 3 and 4 of this Agreement have been satisfied. The City shall not be required to pay any additional funds to the Agency, such as, but not limited to, rent, triple-net (utilities, taxes, insurance, etc.) or capital improvement expenses, for the space and services provided by the Agency and described in this Agreement.

The Agency shall provide a report to the City on or before January 31, demonstrating that for the prior calendar year, the youth recreation services are being provided at the minimum levels of service set forth in Exhibit A. The remaining City

contributions will be provided in quarterly installments of One Hundred Fifty Thousand Dollars and no cents (\$150,000), within thirty (30) days after the report has been received and substantiated by the City.

10. Agency Budget. The Agency shall apply the City funds received under this Agreement solely for the maintenance and operations of the Community Center and the programs described in Exhibit A. The reports provided by the Agency required in Section 9 shall document use of the funds for these purposes. The Agency shall not use City funds for political, religious or other purposes, or any other purposes not described in this Agreement.

11. Duration of Contract. This Contract commence on the date it is signed by the duly authorized representatives of both parties, and shall terminate five years after the Agency receives its certificate of occupancy for the Community Center, unless sooner terminated under the provisions herein.

12. Independent Contractor. The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, representative or sub-consultant of the Agency 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 Agency 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 Agency. The Agency 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 Agency performs hereunder.

13. Indemnification and Defense. The Agency 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 of the reports described herein, or the City's execution of this Agreement (requiring the Agency to provide certain programs at the Community Center or any other service) 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 Agency and the City, its officers, officials, employees, agents and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE Agency'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 Agency's WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE Agency's EMPLOYEES DIRECTLY AGAINST THE Agency.

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

14. Insurance.

A. The Agency 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 Agency's own work including the work of the Agency's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the Agency 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. Products/Completed Operations liability in the amount of \$100,000 per occurrence and \$2,000,000 aggregate, if any food operations, manufacturing or design activities are involved.

C. All policies and coverage's shall be on an occurrence made basis.

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

E. The City of Gig Harbor shall be named as an additional insured on the Agency'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 Agency's insurance policies.

F. Under this agreement, the Agency'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 Agency's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

G. The Agency 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 Agency's coverage.

15. City's Right of Inspection, Agency's Responsibility to Comply with Law.

Even though the Agency is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the performance of services must meet the general approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Agency 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 Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

16. Record Keeping and Reporting.

A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended for the Community Center and claimed as reimbursement along with any other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement and compliance with this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.

B. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit during the performance of this Contract by the City. The City shall have the right to an annual audit of the Agency's financial statements and condition.

17. Termination.

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

C. Except in the situation where the Agency's Agreement has been terminated for public convenience, the Agency shall be liable to the City for any additional payments made by the City for which no services were rendered.

C. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Contract.

D. The parties agree that termination of this agreement will not release the Agency from its obligation to allow the City to name the Community Meeting Rooms 1 and 2.

18. Discrimination Prohibited. The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

19. Assignment and Subcontract. Any assignment of this Agreement by the Agency 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.

20. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:  
Attn: City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor WA 98335

TO THE AGENCY:  
Attn: Executive Director/COB  
Boys & Girls Club  
1501 Pacific Ave., Ste 301  
Tacoma WA 98402

21. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, ~~arbitration~~ or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

22. 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 Agency.

23. 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.

24. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

25. Severability. If any section, sentence, clause or phrase of this Agreement 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**CITY OF GIG HARBOR**

**BOYS & GIRLS CLUBS OF  
SOUTH PUGET SOUND**

\_\_\_\_\_  
Charles L. Hunter, Mayor

\_\_\_\_\_  
Rick Guild, President CEO

Attest:

\_\_\_\_\_  
Ray Schuler, Board Chairman

\_\_\_\_\_  
Molly Towslee, City Clerk

Approved as to form:

\_\_\_\_\_  
Carol Morris, City Attorney



EXHIBIT A

**Youth Recreation Services**

The Agency agrees to operate, maintain, and monitor the Youth Recreation Services and make those services available to Gig Harbor youth with the following minimum levels of service:

Provide at least two Educational Enhancement Programs per week serving a minimum of 20 youth per week. Examples include one-on-one tutoring, computer training, career goal setting, or other courses that improve skills in reading, writing, mathematics, science, or the social sciences.

Provide the following Health and Life Skills programs:

USDA Food Program: Serve at least 1,375 meals per quarter to Gig Harbor youth  
"SMART Moves" or other program that teaches decision making skills: Serve at least 6 Gig Harbor youth per week

Provide at least two arts programs per week, serving a minimum of 6 Gig Harbor youth quarterly or 24 annually. Examples include photography, fine arts, and music.

Provide various sports and recreation programs that serve at least 60 Gig Harbor youth per week on average. Examples include basketball, volleyball, chess, pool, kick ball, and other recreation activities.

The Agency will provide monthly output reports related to the Youth Recreation Services as previously and specifically articulated in this agreement.

April 1, 2008

**Staff Report - 3**

**EXHIBIT B**

Land to be Leased by Pierce County

Legal Description needed

EXHIBIT C

**CITY OF GIG HARBOR  
AND  
THE BOYS AND GIRLS CLUB OF SOUTH PUGET SOUND  
LEASE AGREEMENT**

SECTION I – PARTIES TO THE LEASE AGREEMENT

The parties to this lease agreement are the City of Gig Harbor, a municipal corporation of the State of Washington, (hereinafter referred to as "Lessee"), and the Boys and Girls Club of South Puget Sound, \_\_\_\_\_, \_\_\_\_\_, WA 98\_\_\_\_, a Washington \_\_\_\_\_ corporation (hereinafter referred to as "Lessor").

SECTION II – PURPOSE

The purpose of this agreement is to lease a portion of the Community Center located at \_\_\_\_\_ hereinafter the "Premises," to conduct Senior Center Program activities, as well as other activities for City citizens, upon the terms and conditions set forth herein. The Premises are legally described on the document identified as Attachment "A" attached hereto and made a part of hereof by reference.

SECTION III – LEASE AGREEMENT

1. Terms of Lease – This lease shall be for a term of five (5) years after the date this Lease is signed by both parties. Ninety days prior to the expiration date, the Lessee may furnish a written notice of intent to renew this Lease to the Lessor. If the Lessor receives a timely written notice of intent to renew this lease, the parties may enter into a new Lease for another three (3) years, the terms of which may or may not be different from the terms of this Lease. If the Lessor does not receive a timely written notice of intent to renew, this Lease shall expire.
2. Lease Payments/Considerations – Lessee shall pay Lessor Zero Dollars (\$0.00) as rent for the Premises, pursuant to the Agreement between the City of Gig Harbor and Boys & Girls Club of South Puget Sound, executed by the parties on \_\_\_\_\_, 2008.
3. Services in Addition to Lessee Payment.

The Lessor shall:

- A. Maintain entry, sidewalk and common areas on the Premises in a safe and clutter-free manner.

- B. Pay all utilities.
- C. Provide all custodial services and supplies for the Premises.
- D. Maintain exterior plantings and grounds.
- F. Immediately repair any defects in the Premises, including those for this the Lessee has provided prompt notice of defects in the \_\_\_\_\_ or any other part of the Premises to Lessor.

The Lessor shall:

- A. Maintain and repair any tenant improvements made to the Premises.
- B. Repair any damages to the Premises if the Lessor's intentional act has caused damage.

4. Condition and Use of premises –

A. By signing this Lease, the Lessee acknowledges that the Premises are safe, clean and in good condition.

B. Lessee shall use the leased premises only for Senior Citizen and other activities benefitting the general public. The use of the Premises by the Lessee shall not be of a religious or partisan political nature. Such use shall be made in a responsible and prudent manner continuously during the terms of the lease. Lessee shall not use or permit the Premises, or any part thereof, to be used for any purposes other than those set forth herein. Lessee shall neither permit on the Premises any act or storage that may be prohibited under standard forms or fire insurance policies, nor use the Premises for any such purpose.

C. Lessee shall not permit any waste, damage or injury to the Premises, use the Premises for anything that will increase the rate of insurance, maintain anything on the Premises that may be hazardous to life or limb, overload the floors, permit any objectionable odor or noise to escape or to be emitted from the Premises, permit anything to be done on the Premises or use the Premises in any way tend to create a public or private nuisance, or use or permit the Premises to be used for lodging or sleeping purposes.

5. Signs – All signs or symbols placed by Lessee upon any exterior part of the building shall be subject to Lessor's prior written approval. All signs must comply with applicable sign ordinances and be placed in accordance with required permits.

6. Permits – The responsibility for obtaining all federal, state and local permits required for the improvement and use of the lease Premises shall reside with the Lessee.
7. Compliance with Applicable Laws – The Lessee agrees to comply with all applicable laws, rules regulations, and, ordinances of every governmental agency or body whose authority extends to the control of the use of the leased Premises and/or the business to be conducted on the leased Premises.
8. Maintenance and Management of Leased Premises – Lessee shall, at all times during the lease and at its own cost and expense, repair and maintain in a good, safe and substantial condition, and shall use all reasonable precautions to prevent waste, damage, or injury to the premises by Lessee or any third parties. The Lessee will return the premises to the Lessor in good condition; ordinary wear and tear excepted, and maintain the Premises in a good, safe, and substantial condition.
9. Alterations – After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at its sole cost and expense. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Lessor harmless from damage, loss or expense. After notice of termination of this lease and upon Lessor's request or Lessor's approval, Lessee shall remove such improvements and restore the Premises to its original condition not later than the termination date, at Lessee's sole cost and expense. Any improvements not so removed may be removed by the Lessor at Lessee's expense.
10. Inspection by Lessor – The Lessor may enter upon the leased premises at any reasonable time during normal business hours or after hours with reasonable notice for the purpose of inspecting the same for compliance with the terms of this Lease.
11. Contractor's Bonds and Liens –  
  
Lessee shall not suffer or permit any lien to be filed against the leased Premises or any part thereof or the Lessee's leasehold interest, by reason of work labor, services or materials performed or supplied to Lessee or anyone holding the Premises or any part thereof under the Lessee. If any such lien is filed against the leased Premises or Lessee's' leasehold interest, Lessee shall hold the Lessor harmless from any loss by reason of the lien and

shall cause the same to be discharged of record within thirty days after the date of filing of same.

12. Indemnification and Waiver – Lessee agrees to defend, indemnify and hold harmless the Lessor, its officials, officers, employees and volunteers from any and all claims, injuries, damages, losses or suits, including costs and attorneys' fees, which are caused by or arise out of any condition of the Premises arising after execution of this Lease. In addition to the above, Lessee shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damages to the Premises, any of Lessee's improvements placed on the Premises, any personal property located anywhere on the Premises, or any other loss sustained by the Lessee, including earlier termination of this Lease by destruction of the Premises through natural causes or reasons not the fault of Lessor, and whether any such loss is insured or not and irrespective of the cause of such loss.
13. Insurance -- The Lessor has and will maintain insurance against claims for injuries to persons or damages to property, including the leased Premises. In the event of any casualty or loss, the Lessor shall be entitled to the proceeds of its insurance. Insurance for personal property and other improvements placed upon the Premises, and to cover the Lessee's obligations under this Lease shall be the responsibility of the Lessee.
14. Fire and Other Casualty -- In the event that the Premises are destroyed or damaged by fire, earthquake or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Premises untenantable by the Lessee in whole or substantial party, Lessor shall have the option to terminate this Lease immediately without any further liability or obligation to Lessee. The decision whether the Premises are untenantable shall be made by Lessor, after discussion with Lessee on the feasibility of repair. However, if the Lessee is not able to occupy the Premises for whatever reason, the parties shall immediately re-negotiate the Agreement Between the City of Gig Harbor and Boys and Girls Club of South Puget Sound, and the funding provided by the City under that Agreement.
15. Assumption of Risk – The placement and storage of personal property or other improvements on the Premises by Lessee shall be the Lessee's responsibility, and at the sole risk of the Lessee.
16. Leasehold Taxes – Lessor shall pay promptly, and before they become delinquent, all taxes on this Lease, merchandise, personal property or improvements on the Premises, whether existing on the Premises at the time of execution of this Lease or at any time during the term of this Lease.

17. Termination – Lessor shall not be in breach of any obligation to perform under this Lease unless Lessor fails to perform an obligation within a reasonable time, which time shall not extend more than thirty (30) days after notice by the Lessee to Lessor specifying the particular obligation that Lessor has failed to perform; PROVIDED, HOWEVER, that if the nature of the Lessor's obligation is such that more than 30 days are required for performance, then Lessor shall not be in breach if the Lessor commences performance within the 30 day period, and thereafter diligently prosecutes the same to completion. However, if the Lessee is not able to occupy the Premises or this Lease is terminated prior to the five year term for whatever reason, the parties shall immediately re-negotiate the Agreement Between the City of Gig Harbor and Boys and Girls Club of South Puget Sound, and the funding provided by the City under that Agreement.
18. Notices – All notices required or desired to be given under this lease shall be personally served or given by mail. If mailed, they may be sent by certified mail to the following respective address:
- To the City:                   City of Gig Harbor  
  3510 Grandview Street  
  Gig Harbor, WA 98335
- To the Lessee:
19. Assignment and/or Subletting – Lessee may assign or sublet this Lease at the Lessee's discretion, without the Lessor's prior written agreement to such assignment or subletting.
20. Employees and/or Agents – The employees or agents of the Lessee shall not be considered employees or agents of the Lessor.
21. Entire Agreement – This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.
22. Dispute Resolution, Legal Fees and Costs – Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Lease which cannot be resolved between the parties within a reasonable period of time, 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 party's expenses and reasonable attorney's fees.

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- 23. Discrimination Prohibited – The Lessee agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class (such as unmarried mothers or recipients of public assistance), in all activities relating to the Lessee's use of the Premises.
- 24. No Relationship -- In no event shall the Lessor be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of Lessee's business or otherwise. This Lease does not make Lessor the agent or representative of the Lessee City for any purpose whatsoever.
- 25. Non-Waiver of Breach. The failure of either party to insist on 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.
- 25. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

LESSEE:  
City of Gig Harbor

LESSOR:

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April 1, 2008

**Staff Report - 3**

Charles L. Hunter, Mayor

ATTEST:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

---

Carol A. Morris, City Attorney

State of Washington        )  
   ) ss.  
 County of Pierce            )

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles L. Hunter, to me known to be the Mayor of the City of Gig Harbor, a Washington municipality, that he executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said municipality, for the uses and purpose therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand an official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(print name)  
 NOTARY PUBLIC for the State of  
 Washington, residing at \_\_\_\_

My commission expires: \_\_\_\_\_

State of Washington        )  
   ) ss.  
 County of Pierce            )

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, that he executed the foregoing instrument, and acknowledge that the said instrument to be the free and voluntary act and deed of said organization, for the uses and purpose therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand an official seal hereto affixed the day and year first above written.

April 1, 2008

**Staff Report - 3**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print name)  
NOTARY PUBLIC for the State of  
Washington, residing at \_\_\_\_

My commission expires: \_\_\_\_\_

April 1, 2008

**Staff Report - 3**

**ATTACHMENT 'A'  
LEGAL DESCRIPTION**



**DRAFT**

Date: April 24, 2008  
To: Mayor and City Council  
From: Rob Karlinsey, City Administrator  
Subject: Proposed Mainstreet Agreement

We have been working with Gig Harbor's Mainstreet Association on an agreement to bring forward for Council approval. Please review the attached draft agreement. Some issues that we still need to work on are written in red in the draft agreement. These issues are outlined below:

1. If GHHWA has not registered with the State to be a nonprofit corporation, then the City cannot sign this Agreement.
2. If the GHHWA plans to rent the Bogue Building, we need to verify the records pertaining to the building.
3. If the GHHWA plans to lease the Bogue Building and it is available, then we need a separate lease. The attached Agreement is not a lease.

Mainstreet board members will attend the study session Monday night to participate in the discussion on their progress as an organization.

April 22, 2008

 **DRAFT**

**AGREEMENT  
BETWEEN THE CITY OF GIG HARBOR AND  
THE GIG HARBOR HISTORIC WATERFRONT ASSOCIATION**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2008, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the “City” and the Gig Harbor Historic Waterfront Association, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as “GHHWA.”

**WHEREAS**, the City is governed by Title 35A RCW, but the City also has “all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate . . .” (RCW 35A.21.160); and

**WHEREAS**, RCW 35.21.703 provides that “it shall be a public purpose for all cities to engage in economic development programs,” and “cities may contract with nonprofit corporations in furtherance of this and other acts relating to economic development”; and

**WHEREAS**, GHHWA has submitted a proposal to the City to encourage and support historic preservation and economic vitality of the historic Gig Harbor waterfront district, attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the City Council is interested in contracting with the GHHWA for the activities and services described herein, in order to promote and encourage historic preservation and economic vitality in historic waterfront district of Gig Harbor; and

**WHEREAS**, the City Council values the concepts embodied in the Main Street™ Approach and recognizes the ability to increase local investment through access to Washington State B & O tax credit incentives, access to Washington State CTED staff resources and grant opportunities afforded by Main Street Program; and,

**WHEREAS**, the City Council recognizes that ~~they are part of a public-private partnership with GHHWA and~~ **it is** not the sole financial contributor to the work of GHHWA;

**NOW THEREFORE**, in consideration of the mutual off-setting benefits and conditions hereinafter contained, the parties hereto agree as follows:

**TERMS**

1. Purpose of the Agreement. In the execution of this Agreement, the City and GHHWA seek to:



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A. Describe the conditions which must occur in order for the city to provide "in-kind" support for the use and maintenance of office and conference space at the Gig Harbor Visitor Center at 3125 Judson Street, Gig Harbor, WA 98335, until December 31; (The term "Gig Harbor Visitor Center" and "Judson Street Visitor Center" is used in this Agreement. Do you mean the Bogue Building? If so, please review the documents on the Bogue Building.)

B. Clarify the term and nature of the City's support (an annual monetary contribution), in order to assist the GHHWA in the initial start-up and development of their programs; (Is the City really making an annual contribution and if so, it doesn't sound like assistance toward "initial start-up.")

C. Describe the programs that will be implemented by the GHHWA for the benefit of City citizens, which shall serve as consideration for this Agreement;

D. Identify the procedures and methods to be utilized by the GHHWA in order to promote the activities and services of the GHHWA that are sponsored by the City;

E. Describe the procedures under which the GHHWA shall request monetary contributions from the City, and the manner in which the City shall respond;

F. Describe the procedures to be used by the GHHWA in order to report the outcomes of the programs to the City and the manner in which all records shall be maintained by GHHWA.

2. General Provisions of the Agreement. The City and the GHHWA acknowledge that:

A. The programs authorized and/or funded by this Agreement are municipal, educational and community purposes, designed to foster historic preservation and economic vitality development in the historic waterfront district.

B. Although this agreement is intended to provide to GHHWA "in-kind" lease of office and conference space in the Judson Visitor Center, (again, we need to use the same terms for the building and we can't lease it out twice. Another issue is the fact that this Agreement does not serve as the lease for the building. We will need another lease and it has to be presented to the Council at the same time as this Agreement -- otherwise, we could have the Council agree to lease the building but in the worst case scenario, the parties can't agree to the terms of the lease.) the ultimate responsibility for the operation and maintenance of any facility leased from the city will remain with GHHWA. (If the City is leasing a City building, we need to check with AWC to find out whether we want the GHHWA to be maintaining the building. I remember this came up as an issue when we considered leasing the Bogue Building and we had to contact AWC to find out what would be the best way of addressing the situation so that we would have

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coverage.) The relationship between GHHWA and the City concerning the use of the Center is one of tenant-landlord. (This language would appear in the lease, not in this Agreement.)

C. Any funding provided by the City under this Agreement will be derived from the City's General Fund, and not from lodging tax dollars.

3. Organization and Responsibilities of GHHWA. Beginning on \_\_\_\_\_ and throughout the term of this Agreement, the GHHWA shall organize a thriving association of stakeholders, as defined in GHHWA Bylaws with an interest in preservation and economic stability of the Gig Harbor historic waterfront district. In furtherance of the City of Gig Harbor's economic development GHHWA shall implement the following:

- A. Become a member of the Washington State Main Street Tier System;
- B. File for 501(c)(3) designation with the Internal Revenue Service; (By this, do you mean non-profit corporate status? The City can't sign an agreement with GHHWA unless it already is a nonprofit corporation)
- C. Facilitate the retention and reinvestment of tax monies within the local community by making available a mechanism for local businesses to obtain Washington State B&O Tax credits available through the Washington State Main Street program;
- D. Provide access to Washington State CTED staff resources and grant opportunities afforded by the Main Street program to \_\_\_\_\_;
- E. Create a funding plan for the GHHWA to obtain funding from various sources other than the City to establish and maintain a viable organization and to implement all of the activities contained in this document;
- F. Demonstrate local support by obtaining significant funding from community sources including individuals, businesses, and organizations;
- G. Manage and promote at least three events which (describe why these events are pertinent to obtaining funding under this Agreement, i.e., why the events will contribute to economic development of the City);
- H. Hire an executive director;
- I. Develop and coordinate marketing efforts with the City and-in? keeping with the existing brand and theme of the City of Gig Harbor;
- J. Develop a communications strategy for informing GHHWA's membership about GHHWA's activities and priorities;



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- K Produce at least a quarterly newsletter for the membership;
- L Develop a webpage with a link to City's marketing website [gigharborguide.com](http://gigharborguide.com), using a separate domain name for GHHWA;
- M Hold at least quarterly meetings for waterfront district stakeholders to promote improved business vitality as a whole; which could include;
- Enhanced economic pull through from (through from?)
  - City sponsored events
  - Historic preservation
  - City code and design standards
  - Window display design
  - Business marketing
  - Parking
- N Work with City leaders and staff, business and property owners to enhance the attractiveness and maintain the historic character of the historic waterfront business district, in keeping with city codes and design standards.
- O Develop data and trend information useful in development of long term solutions to economic and business issues in the historic waterfront area. Use this information to assist City leaders and staff in preservation and development topics for the historic waterfront area in Gig Harbor, such as:
- 1) Produce retail market position analysis of the historic waterfront district;
  - 2) Develop a business inventory of the historic waterfront district;
  - 3) Produce a parking inventory of the historic waterfront district;
- P Work with the City Historic Preservation Coordinator to define grant opportunities and other opportunities for each party to pursue in furtherance of their mutual goals (the City maintains discretion over the types of grants it chooses to pursue);
- Q Meet at least twice a year with the City's Historic Preservation Coordinator to discuss grant opportunities.
- R Submit quarterly progress reports due on May 13, 2008, June 30, 2008, September 30, 2008, and December 31, 2008 to the City regarding activities conducted by GHHWA and proposed activities for the remainder of the term of the contract.

S. Provide a royalty-free fully paid license to the City for use of any logo or information provided by GHHWA. The use of the GHHWA logo requires approval of GHHWA, whose approval shall not be unreasonably withheld.

T. Provide a fully paid annual GHHWA membership **to the City of Gig Harbor?**

U. Provide as requested qualified members for City sponsored ad hoc committees.

4. City's Responsibilities.

A. Funding to GHHWA: The City will pay \$35,000, in three installments due May 13, 2008, July 1, 2008, and Oct 1, 2008 of \$17,500, \$8750, and \$8750, respectively. Payment will be made within 30 days of receipt of an invoice **and progress reports** from GHHWA.

B. In consideration of the benefits to the City of having established a Main Street Approach based organization dedicated to historic preservation and economic development; and in consideration of GHHWA demonstrating an ability to achieve community support by obtaining significant funding from community resources the City shall match dollar for dollar contributions made to GHHWA up to \$35,000 (The Matching Funds). GHHWA will submit on the last day of each month the level of contributions for the matching funds until the threshold of \$35,000 is met. The value of the annualized in-kind services provided by the City will be deducted from the matching funds before any City cash contributions of the matching funds is made. Payment to GHHWA will be made within 30 days of receipt of an invoice from GHHWA. **(Sorry, I don't understand. In paragraph A, the City is going to pay GHHWA a total of \$35,000.00. In paragraph B, is the City supposed to pay GHHWA ANOTHER \$35,000.00, or does paragraph B identify the reason the City is paying the \$35,000.00 described in paragraph A?)**

C. Deductions for "in-kind services:" In- Kind services include rent and utilities at the Gig Harbor Visitor's Center at 3125 Judson Street Gig Harbor, WA 98335 with 24 hours/day access including utilities, use of restroom facilities, access to the conference room on a sign up basis and building security and to assist GHHWA secure Internet access to the rented room. The in-kind does not include telephone or Internet services. The annualized amount of the in kind is \$6500 and will be prorated to initiation on June 1, 2008. **Again, I don't know if this means the Bogue Volunteer Center, but we need to find out whether it is already leased. Second, the "annualized amount" is the value of the City's contribution?**



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Then it should be the market value of the lease. I don't know whether \$6500 represents the fair market value of the lease of that building for a year, but I imagine we could easily find out, if the building is not already rented.

D. Provide a royalty-free fully paid license to GHHWA for use of any logo or information provided by the City. The use of the City logo requires approval of the City, whose approval shall not be unreasonably withheld.

E. A link on the City's website [gigharborguide.com](http://gigharborguide.com).

5. Duration of Contract. This Contract commence on the date it is signed by the duly authorized representatives of both parties, and shall terminate on December 31, 2008, unless sooner terminated as provided herein. (If this agreement terminates on 12-31-08, then there isn't any annual payment to GHHWA, right?)

6. Independent Contractor. The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, representative or sub-consultant of the GHHWA 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 GHHWA 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 GHHWA 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 GHHWA performs hereunder.

7. Indemnification and Defense. The GHHWA 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 of the reports described herein, or the City's execution of this Agreement (requiring the GHHWA to provide certain services) shall not be grounds to avoid any of these covenants of indemnification.

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 GHHWA and the City, its officers, officials, employees, agents and volunteers, the GHHWA's liability hereunder shall be only to the extent of the GHHWA's negligence.

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IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE GHHWA'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 GHHWA'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE GHHWA'S EMPLOYEES DIRECTLY AGAINST THE GHHWA.

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

8. Insurance.

A. The GHHWA 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 GHHWA's own work including the work of the GHHWA's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the GHHWA 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

C. All policies and coverage's shall be on an occurrence made basis.

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

E. The City of Gig Harbor shall be named as an additional insured on the GHHWA'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 Agency's insurance policies.

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F. Under this agreement, the GHHWA'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 GHHWA's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

G. The GHHWA 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 Agency's coverage.

9. City's Right of Inspection, GHHWA's Responsibility to Comply with Law.

Even though the GHHWA is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the performance of services must meet the general approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The GHHWA 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 GHHWA's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

10. Record Keeping and Reporting.

A. The GHHWA shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended for the activities described herein and claimed as reimbursement along with any other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement and compliance with this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.

B. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit during the performance of this Contract by the City. The City shall have the right to an annual audit of the GHHWA's financial statements and condition.

11. Termination.

A. The City may terminate this Agreement, for public convenience, the GHHWA's default, the GHHWA's insolvency or bankruptcy, or the GHHWA's assignment for the benefit of creditors, at any time. If delivered to the GHHWA in



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person, termination shall be effective immediately upon the GHHWA's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Except in the situation where this Agreement has been terminated for public convenience, the GHHWA shall be liable to the City for any additional payments made by the City for which no services were rendered.

C. If the GHHWA's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

12. Discrimination Prohibited. The GHHWA shall not discriminate against any employee, applicant for employment, or any person seeking the services of the GHHWA to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

13. Assignment and Subcontract. Any assignment of this Agreement by the GHHWA 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.

14. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:  
Attn: City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor WA 98335

TO THE GHHWA:  
Attn: \_\_\_\_\_  
\_\_\_\_\_ (this needs to be filled out)  
\_\_\_\_\_  
\_\_\_\_\_

15. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

16. 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 GHHWA.

17. 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

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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.

18. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

19. Severability. If any section, sentence, clause or phrase of this Agreement 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 Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

**CITY OF GIG HARBOR**

**GIG HARBOR HISTORIC  
WATERFRONT ASSOCIATION**

\_\_\_\_\_  
Charles L. Hunter, Mayor

Attest:

\_\_\_\_\_  
Molly Towslee, City Clerk

Approved as to form:

\_\_\_\_\_  
Carol Morris, City Attorney





# DRAFT BB-16 LAND USE CONCURRENCY AND PROJECT TIMELINE

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
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2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
		Sewer Capacity available May 2010.	Final Plat	Certificate of						
		Approval May 2011. Building	Approval May	Occupancy.						
		2010.	Permits June							
		Preliminary	2011.							
		Plat Approval	May 2010.*							

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
		Sewer Capacity	Certificate of	Occupancy	Available May	2010. Plan	Approval May	2010.*	Building	Permit June
		2010.	2010. Plan	Approval May	2010.*	Building	Permit June	2010.		

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
		Complete Full	Design/Interim	Permitting, Improvements	Begin by 12/09	Construction (Carterwood) complete by 2/09	Preferred	Begin Design, Permitting	Alternative by 12/08	
		Complete	Design/Interim	Permitting, Improvements	Begin by 12/09	Construction (Carterwood) complete by 2/09	Preferred	Begin Design, Permitting	Alternative by 12/08	
		Complete Full	Design/Interim	Permitting, Improvements	Begin by 12/09	Construction (Carterwood) complete by 2/09	Preferred	Begin Design, Permitting	Alternative by 12/08	

BB-16 Long-term Solution  
 BB-16 Interim Improvements  
 Site Plan / Short Plat Applications  
 Plat Applications

\*Assumes developer takes advantage of the alternative sewer concurrency processing ordinance.