

Gig Harbor City Council Meeting

**August 11, 2008
6:00 p.m.**



AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
August 11, 2008 - 6:00 p.m.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION: For the purpose of discussion potential and pending litigation per RCW 42.30.110(1)(i); property acquisition per RCW 42.30.110(1)(c); and a personnel issue per RCW 42.30.110(1)(f).

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of July 28, 2008;
2. Council Committee Reports: Minutes of Intergovernmental Affairs Committee April 14, 2008.
3. Receive and File: a) Quarterly Finance Report; b) Council Retreat July 11, 2008; c) Workstudy Session: Mainstreet Program July 28, 2008; d) Building/Fire Safety July Activity Report.
4. Correspondence / Proclamations: Walk From Obesity.
5. Liquor Licenses: a) License Assumption: Brix 25; b) License Commitment – Kimball Espresso Gallery; c) Special Occasion License: Gig Harbor Film Festival event at Skansie Brothers Park.
6. Resolution No. 759 - Surplus Equipment.
7. KLM Veterans Memorial Park & 50th Street Improvements – Construction Award.
8. KLM Veterans Memorial Park & 50th Street Construction Material Testing Services Contract.
9. Harborview / Judson Street Improvements Project - Contract Amendments No. 1 & 2 with CTS Engineers.
10. Resolution for Sole Source Purchase Authorization for Chlorine Sensors.
11. Resolution – Designate the Fishing Vessel “Shenandoah” on the Gig Harbor Register of Historic Places.
12. Resolution - Extension of Surplus Property Purchase and Sale Agreement – Parcel #0221174081.
13. Grandview Street Improvements Design Contract – McDonald to Soundview.
14. 2008 Street Rehab & Resurfacing Project – Change Order No. 2.
15. Eddon Boat Restoration Project – Contract for Geotechnical Services.
16. **Canterwood Blvd. NW Roadway Improvement Project - Construction Contract Ratification.**
17. Approval of Payment of Bills for Aug. 11, 2008:
 - a. Checks #58465 through #58600 in the amount of \$1,180,331.36.
18. Approval of Payroll for the month of July: Checks #5166 through #5196 and direct deposit transactions in the total amount of \$360,197.70. *Note: Payroll check #5182 dated July 2, 2008 replaced VOID payroll check #5111 dated May 5, 2008.*

PRESENTATIONS: Walk from Obesity – Merrilee Scheidin.

OLD BUSINESS: Harborview Judson Improvements Project Update.

NEW BUSINESS:

1. Resolution for Public Hearing – Harborview Drive/WWTP Street Vacation.
2. Resolution for Public Hearing – Woodworth Avenue Street Vacation.
3. Resolution for Public Hearing – Prentice/Sutherland Street Vacation.
4. Public Hearing and Resolution - Burnham / Sehmel Annexation.
5. Draft Transportation and Capital Improvement Plans.
6. **Harborview / Judson Street Improvements Project - Contract Amendments No. 3 with CTS Engineers.**

STAFF REPORT:

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. August 25th City Council Meeting - cancelled.
2. Downtown Business Plan Final Meeting: Tues., Aug. 12th at 5:30 p.m. at the Visitor Center.
3. Marina Stakeholders Meeting: Mon., Aug. 18th from 5:00-7:00 p.m. in Community Rooms A & B. re: Retroactive Marine Fire Protection Requirements.
4. Master Plan Stakeholders Meetings: Wed., Aug. 20th at 8:30 a.m. – 10:30 a.m. and 2:00 p.m. – 4:00 p.m. re: Public Input for Building & Fire Safety Process Improvements.
5. Operations Committee: Thurs., Aug. 21st at 3:00 p.m. - cancelled.
6. Building Code Advisory Board: Tues., Aug. 26th at 5:30 p.m. in Planning/Bldg. Conf. Room.
7. Planning/ Building Committee: Tues. Sept. 2nd at 5:00 p.m. in Planning/Bldg. Conf. Room.
8. GH North Traffic Options Committee – Sept. 3rd at 9:00 a.m. in Community Rooms A & B.
9. BB16 Level III Citizen Panel Meeting – Sept. 3rd at 12:00 p.m. in Community Rooms A & B.
10. Intergovernmental Affairs Committee: Mon., Sept. 8th at 4:30 p.m. in Executive Conf. Room.
11. Budget Workstudy Session: Mon., ~~Sept. 8th at 7:00 p.m.~~ **Friday, Sept. 12th 8:30 a.m.** in Community Rooms A & B.
12. Finance / Safety Committee: Mon., Sept. 15th at 4:00 p.m. in Executive Conf. Room.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JULY 28, 2008

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

CALL TO ORDER: 6:03 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of a) City Council Meeting of July 14, 2008; b) Special City Council Meeting July 17, 2008;
2. Receive and File: Police Department Monthly Report.
3. Liquor Licenses: a) Special Occasion Liquor License – Kiwanis; Renewals: b) Cigar & Wine and Gig Harbor Yacht Club.
4. Skansie Netshed Inventory Contract.
5. BB16 Interchange Project Management – Contract Amendment/Stephen B. Lovell & Associates.
6. BB16 Level III Screening Analysis – Contract Amendment – H.W. Lochner, Inc.
7. Canterwood Improvements Project – Construction Survey and Construction Support Services Contract - David Evans & Associates.
8. Canterwood Improvement Project Contract Administration Agreement - WSDOT.
9. SR-16/Burnham Drive Maintenance Agreement – WSDOT.
10. Two Parcels at Crescent Creek - Phase I Environmental Assessment.
11. North Well No. 9 & South Well No. 10 Project Contract – Carollo Engineers.
12. Point Fosdick Drive Sidewalk Project – Local Agency Standard Consultant Agreement/HDR Engineering, Inc.
13. Eddon Boatyard Restoration Project - Amendment to Contract with SHKS.
14. Wetland Property Agreement with SHDP Associates LLC/Capital Management Group, Inc.
15. Approval of Payment of Bills for July 28, 08:
Checks #58284 through #58464 in the amount of \$1,798,364.96.

MOTION: Move to adopt the Consent Agenda as presented.
Young / Conan – unanimously approved.

PRESENTATIONS:

1. Harbor WildWatch. Bruce Holser, President and Robyn Dupuis, Secretary of the Board are representatives from Harbor WildWatch, a non-profit organization of volunteers and staff whose mission is to promote education about the marine environment of Gig Harbor and the Key Peninsula and to inspire stewardship of the Puget Sound by providing learning opportunities. They presented a PowerPoint presentation on the different aspects of their organization and answered questions about the program. They explained that events costs anywhere from \$200 - \$300 and asked for support in the 2009 Budget. Council was very complimentary of the program

and encouraged the Board to contact staff about submitting a proposal for program support in 2009.

2. Thunderbird / Eddon Boat Historical Interpretive Artwork. Mark Hoppen said he was here to ask for a motion of support for an interpretive artwork to be placed at Eddon Boat Park. He said he presented information to the Gig Harbor Arts Commission who then made a motion to forward their approval to the City Council. Mr. Hoppen's PowerPoint program described the nature of the artwork and how it fits in context with the historical site. Mr. Hoppen explained that the piece is designed to go anywhere, but it is intended to be on the hillside between the seating area and the end of the fence by the bulkhead. The designer is the same stainless steel artist whose work graces the entry of the Civic Center, Gary Jackson. Mr. Hoppen presented slides to illustrate how this piece, which could potentially be placed on the National Historic Registry, fits the city's criteria for supporting public art. He added that the city is authorized by resolution to cover the cost of materials and labor for installation and could chose to contribute a portion of the cost of the artwork. Mr. Hoppen stressed that the art piece is extremely durable; it would not increase the city's insurance or maintenance budget; it would not create a public nuisance; nor would it create a pedestrian traffic hazard. He further explained the artwork would become property of the city after passage of an ordinance for that purpose, and the artist will supply an appraisal of the estimated value for insurance purposes. He described the artwork and its proposed placement then offered to answer questions.

Councilmember Malich said he thought another location had been decided upon by the Parks Commission. Mr. Hoppen responded that the Parks Commission decided that they wanted it on the hillside and wanted to see a 3-dimensional drawing of the artwork because up to that point all they had seen was something "flat." He took a ½ scale model to the artist to develop a 3-D model.

Mayor Hunter said that there may be problems with that location. One, the Gig Harbor Boatshop desires a mid-level viewing loft off the main floor which will need handicap access down along that hillside. Two, there will be electrical and other utilities located in that space. These things will have to be constructed before we can decide the exact location of the art work.

Mr. Hoppen said the piece won't be built until the money is raised and that may take some time to raise the necessary \$10-12 thousand. He said that early designs had the vessel placed into the mounting so that you only saw it from one side. This design can be viewed from any angle and will accommodate placement other than where it is envisioned to go.

Councilmember Payne asked if there is a projected timeline for raising the funds. Mr. Hoppen responded that if approved tonight he will present it to the T-Bird owners at the upcoming banquet. He will be sending out a mailing, contacting relatives of those who worked in the shop, contacting local service organizations, and making it possible for individual donors to contribute.

Mayor Hunter said that if fundraising is as successful as the upcoming 50th Anniversary of the Thunderbird Celebration, it shouldn't take long.

MOTION: Move to proceed with the Thunderbird / Eddon Boat Historical Interpretive Artwork.
Malich / Payne – unanimously approved.

3. Harborview / Judson Project Update. Emily Appleton, Senior Engineer introduced Eric Schmidt and explained that he is the consultant helping the city develop a conceptual master plan of the whole downtown area including Judson / Stanich / Uddenberg areas, all along Harborview to North Harborview / Austin area. From the conceptual plan we will develop the Phase I Construction Project after we received the preliminary construction costs. Ms. Appleton said that another update will come to Council on August 11th and the final conceptual design will come back for approval in September. She then turned it over to Mr. Schmidt.

Eric Schmidt introduced the members of his team. They took turns presenting an expansive slide show broken into four segments: 1) Issue and Opportunities; 2) Public Process; 3) Opportunities; and 4) Preliminary Layouts. After each section they paused to address questions.

Mayor Hunter stressed the need for a conservative palate when incorporating artwork into the streetscapes. He also stressed the importance of maintaining the eclectic character of the town.

Mr. Schmidt said that it is very important to them to make sure that the different districts to remain distinct. He referred to the existing walls and plantings along the upland sidewalk as examples of the love and character that they will retain and use to base their design. He said that only broken panels of sidewalk will be replaced on the upland side which will be power washed to match the older portions.

OLD BUSINESS:

1. Second Reading of Ordinance – Water Utility Rate Increase. David Rodenbach, Finance Director, presented the information on a proposed 3% increase in the water rate that is expected to provide approximately \$73,000 in additional operating revenues for the water utility in 2009. This will raise the average monthly rate from \$22.29 to \$22.96.

David discussed Councilmember Malich's request for more information on programs for low-income families. He said that approximately 6% of the Gig Harbor families qualify as low-income. He explained that city code currently states you have to be low income and have senior citizen or disabled status to qualify for help. David introduced the city's consultant, Ashley Emory who did a study and found that it would cost the water fund \$18,000 a year if 6% of the city residents are included in this program.

Mr. Emory addressed questions about the effect this would have on rates by explaining this would require another one-time rate increase of 5% to compensate. He stressed that this is within Council's ability and the figures could be worked into future rate studies without too much impact.

Councilmembers discussed educating the public on our current program and the need to expand the limits of who qualify. A recommendation was made to bring this before the Finance Committee to further evaluate a program to include other low-income residents.

Mr. Emory said that the next time the city performs a rate study, the single most important thing that can be done for residential equity is to start making significant distinctions between hi-residential users and low-residential users. You also get the added benefit of conservation.

MOTION: Move to adopt Ordinance No.1133.
Kadzik / Payne – unanimously approved.

2. Second Reading of Ordinance – Sewer Utility Rate Increase. David Rodenbach presented the information for a 15% sewer rate in 2009. This increase is to address the 23 million in upcoming capital improvement projects. This increase is expected to bring in \$372,000 annually and will raise the average monthly rate from \$40.71 to \$46.82.

MOTION: Move to adopt Ordinance No.1134.
Young / Conan – unanimously approved.

3. Second Reading of Ordinance – Stormwater Utility Rate Increase. David Rodenbach introduced this ordinance for a 3% increase in stormwater rates effective January 2009 that will raise the rate from \$10.80 per month to \$11.12 per month. He said that this rate will not fund the Capital Improvements in 2009 and that is the reason for the recently implemented GFCs.

MOTION: Move to adopt Ordinance No.1135.
Young / Malich – unanimously approved.

4. Second Reading of Ordinance - Establish a Salary Commission. No staff presentation.

Councilmember Payne voiced his support of the ordinance.

MOTION: Move to adopt Ordinance No.1136.
Kadzik / Payne – unanimously approved.

5. Second Reading of Ordinance – Temporary Sewage Holding Tanks. Jeff Langhelm, Associate Engineer explained that the minimal changes to the ordinance at Council's request at the first reading are highlighted yellow. He said that the SEPA

determination must run its course and this will be back to Council at the first meeting in September.

Councilmember Payne asked for clarification on the comments in red on page four. Carol Morris, City Attorney explained that she just wanted to clarify the Council's intent in asking for a copy of a maintenance agreement. Councilmembers discussed whether this would be needed if there is already language requiring a bond for the cost of pumping the tank.

Mayor Hunter commented on the amount of time being spent on something that doesn't work. It would be labor intensive to inspect these facilities and to track the maintenance and bonding requirements. Councilmember Young agreed that this is taking staff time, but the city has caused hardship on property owners that were ready to go to permitting when we ran out of sewer capacity.

Councilmember Payne asked about timing and whether one of these facilities would be installed before we have capacity again. Mr. Langhelm said it is hard to speculate, but if the developer were allowed to install one at the very end of the building process, it's highly likely that these would not be required because it will easily take more than 18 months to reach the point of installation. This is past the anticipated date for completion of the Wastewater Treatment Plant expansion.

Councilmember Kadzik said that this ordinance eases the way for people to move ahead with development; he voiced support for the effort.

Council directed this to return for a third reading in September after SEPA is complete. Councilmember Young said he will listen to the tape to clarify the concern with paragraph 6.

Councilmember Payne commented that initially he was against this ordinance, but now he understands that from a practical standpoint this will allow a project to move forward.

NEW BUSINESS:

1. First Reading of Ordinance – Heritage Point Rezone. Tom Dolan, Planning Director, presented the background information on this ordinance to change the zoning map to reflect a site-specific rezone for the parcel at 4129 Harborview Drive back to the R-1 designation. He explained that this does not require two readings to adopt.

MOTION: Move to adopt Ordinance No.1137 in one reading as allowed by Ordinance 1088.

Payne / Malich – unanimously approved.

2. Planning Commission Work Program. Tom Dolan explained that during the joint Planning Commission / Design Review Board / City Council worksession, Council identified several zoning code requirements they would like. After the worksession the

Planning/Building Committee met to discuss a different priority list for the Planning Commission in 2008. Council can accept this work program or modify the program.

MOTION: Move to accept the Planning Commission Work Program as proposed.

Young / Kadzik – unanimously approved.

Mayor Hunter announced the items 3, 4 and 5 had been moved to the next meeting to allow staff more time to gather information.

6. Street Rehabilitation / Resurfacing Project Additional Paving Schedule 12 – Change Order No. 1. David Stubchaer, Public Works Director, presented the background on this change order to include two additional cul de sacs in the paving schedule for Fairway Estates neighborhood. This would address more than aesthetics; it would also address the engineering and structural concerns now rather than having to come back in five years.

Councilmember Payne asked for clarification on the mixed recommendation from the Operations Committee. Mr. Langhelm explained that there were concerns on the financial aspect of doing this for aesthetics and the concern of having to come back to do the work in five years.

Mayor Hunter commented that the city had done roadway repairs in a piecemeal fashion and it all shows up. Everything is on a different schedule for repairs; it would be nice to move toward more uniformity. Councilmembers discussed this further and agreed that you have to consider both financial and the aesthetics of a neighborhood.

Mr. Stubchaer added that it is cheaper to maintain a road in good condition than to wait for it to fail. If these roads are not repaired they continue to deteriorate at a faster rate which is more expensive to repair. He then said that he will be implementing a more systematic pavement maintenance approach.

Councilmember Young asked why a decision was made in the original contract to not include the two cul de sacs and why this change order isn't on the Consent Agenda. Mr. Stubchaer responded that the cul de sacs in question were in better condition than the rest of the roadway and so it was strictly a budget decision. He said it wasn't on the Consent Agenda is because of the mixed recommendation by the Operations Committee.

Connie Brown – 2704 39th Street in Fairway Estates. Ms. Brown said that they appreciate that the main road is scheduled to be repaved. She said that leaving a patchwork appearance doesn't make sense adding that the existing roadway is 30 years old. One of the city engineers said that although the cul de sacs don't appear to be disintegrating, they are. One of the cul de sacs gets a lot of truck traffic. She pointed out that although this adds \$15,000 to the original contract it is only \$1,400 over

the budgeted amount for road repairs. She concluded by saying that five of the seven homeowners that live on the cul de sacs are here tonight.

Dan Stromstad – 2619 38th St. NW. Mr. Stromstad said that his neighbor of five years is a trucker who comes in nearly every day and he has watched the ruts appearing in the roadway. The survey done by the city was done before this neighbor moved in. He said it would be “penny-wise and pound foolish” to not repave the cul de sacs at that same time as the other roadway.

MOTION: Move to approve the execution of Change Order #1 to the 2008 Street Rehabilitation and Resurfacing Project (CSP-0805) in an amount not to exceed fifteen thousand seventy-seven dollars and fifty cents (\$15,077.50).
Payne / Young – unanimously approved.

7. Cushman Trail Phase 2 – Interagency Agreement. David Stubchaer presented this interagency agreement between Gig Harbor and Pierce County for cooperatively designing, permitting, constructing, maintaining and operating the Cushman Trail Phase 2 between the Park N Ride on Kimball up to 96th Street. This has been bid and is waiting for this and the next agenda item to be approved to move forward.

Council and staff discussed agreements with PenMet for signage and to coordinate maintenance of the trail. Staff was asked for further information before the upcoming joint meeting with PenMet Parks.

MOTION: Move to approve the Interagency Agreement between the City of Gig Harbor and Pierce County for the Development and Maintenance of the Cushman Trail.
Young / Conan – unanimously approved.

8. Cushman Trail Permit Assignment. David Stubchaer then presented this assignment that amends the original agreement between Tacoma Power and Pierce County and memorialized the maintenance and operation benefits and responsibilities for the completed trail.

MOTION: Move to approve the Permit Assignment the City of Gig Harbor, Pierce County and Tacoma Power for the Cushman Trail Phase 2 Project.
Young / Conan – unanimously approved.

STAFF REPORT:

MAYOR’S REPORT / COUNCIL COMMENTS:

PUBLIC COMMENT:

Betsy Elgar – 8144 Shady Lane in Lakewood, Washington. Ms. Elgar said her father worked under three U.S. Presidents during WWI and WWII. She said she is a Mt. Rainier representative for Pierce and Kitsap Counties for the Washington State Chapter of Social Workers. Ms. Elgar informed Council about two public laws: Personal Responsibility and Work Opportunity Reconciliation Act - 1996 HR-3734 Public Law 104-193 and also the Balanced Budget Act 1997 Public Law 105-33 both which passed when President Clinton was in office and reauthorized by President Bush. She talked about the Town Hall Commission in California where she was for 16 years and where she learned about people. She is trying to improve lives for people who are drug addicts and homeless. She said she is here to talk about creating jobs, food stamps and immigration and the bridge. She is concerned because she was a disaster specialist for the American Red Cross and took CPR and Disaster Training. She said she wants to know if they are going to build a new bridge. She stressed that they must make sure it is earthquake proof to prevent disasters for safety for the population. This is a relevant matter and she thanked Council for listening.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Downtown Business Plan Advisory Committee – Tues. July 29th at 5:30 p.m.
2. National Night Out – Skansie Park on August 5th at 6:00 p.m.
3. City Council Joint Workstudy Session with PenMet Parks – Mon. Aug. 4th at 6:00 p.m. at PenMet Parks office.
4. City Council Meeting of August 25th CANCELLED.
5. Intergovernmental Affairs Committee – Mon. Aug. 11th at 4:30 p.m.
6. Meet with Senator Patty Murray Wed. Aug. 13th at 10:00 a.m.
7. GH North Traffic Options Committee – Wednesday, Sept. 3rd at 9:00 a.m. in Community Rooms A & B.
8. City Council Budget Retreat – Monday, Sept. 15th at 6:00 p.m. in Community Rooms A & B.

Mayor Hunter asked if Council would be able to meet on Friday, September 12th from 8:30 to 11:00 for a Budget Retreat because Chief Davis would not be available on the 15th. Councilmembers will check with the City Clerk to let her know.

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

MOTION: Move to adjourn to Executive Session at 8:35 p.m. for approximately ten minutes for the purposes of discussing pending litigation per RCW 42.30.110(1)(i).
Payne / Malich – unanimously approved.

MOTION: Move to return to regular session at 8:45 p.m.
Kadzik / Payne – unanimously approved.

ADJOURN TO COMMUNITY ROOMS A&B - WORKSTUDY SESSION: Mainstreet
Program Parking Inventory Update.

MOTION: Move to adjourn to the workstudy session at 8:45 p.m.
Kadzik / Payne – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 12
Disk #2 Tracks 1- 28

Charles Hunter, Mayor

Molly Towslee, City Clerk



**Meeting Minutes
Intergovernmental Affairs Committee
April 14, 2008**

In attendance:

Councilmember Conan
Councilmember Ekberg
Councilmember Payne
City Administrator Karlinsey
Consultant, Tim Schellberg

The meeting convened at 4:35 p.m.

Karlinsey gave an update on the Greater Peninsula Partnership. The goal is to put the finishing touches on a document that outlines the main state highway problems and priorities for the Gig Harbor/Key Peninsulas as well as Kitsap County, then present that document to our state legislators.

The committee discussed the legislative strategy for 2009, including requesting additional funding for the wastewater treatment plant expansion. Consultant Tim Schellberg agreed to research past history of similar legislative requests. Karlinsey will research the potential for applying for a federal STAG grant to help pay for treatment plant improvements.

The shoreline moratoria and outside-city utility extension bills were also discussed, and the consensus was to re-introduce both bills in the 2009 session.

The committee also discussed the City's water right application, and the need to request the assistance of Gig Harbor's state legislative delegation when appropriate.

The meeting adjourned at 5:25 p.m.



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: QUARTERLY FINANCE REPORT
DATE: AUGUST 11, 2008

The 2008 second financial reports are attached.

Total resources, including all revenues and beginning fund balances, are at 46% (70% in 2007) of the annual budget. Revenues and expenditures, excluding beginning and ending fund balances, are 32% and 28% respectively of the annual budget. These were both at 50% of the annual budget for the same period last year.

General Fund revenues (excluding beginning fund balance) are at 44% (56% in 2007 and 55% in 2006) of budget. Sales taxes are slightly behind pace at 45% of budget and permit fee revenues are 34% of budget. Through June we have received \$2.8 million in sales taxes and \$533,000 in permit fees. For the same period last year sales taxes and permit fees were \$2.3 million and \$1.2 million respectively. All other significant General Fund revenues are coming in as expected.

General Fund expenditures are at 53% (41% in 2007 and 45% in 2006) of budget. This number is skewed higher than in previous years because two large transfers (\$1,050,000 and \$1,348,000) to Parks and Streets have been processed. These are accounted for in the non departmental section of the General Fund; which is ahead of pace at 81% of budget. At this time we expect a budget amendment in the neighborhood of \$400,000 for the nondepartmental section. This is to account for the Rohwer property purchase in May of this year. All other General Fund departments are tracking on budget.

Street Operating Fund revenues and expenditures have no significant deviations from budget.

In the Street Capital Fund impact fees through June are \$250,000. The budget for impact fees is \$1.9 million. At this time, the plan is to make up this possible

shortfall through project savings and deferrals and budget savings as was presented in the July 11 Council retreat.

Water, Sewer and Storm Sewer revenues are 39%, 49% and 53% of budget; while expenditures for these three funds are at 36%, 35% and 28% of budget. 2007 amounts for the same period were 39%, 47% and 47% for revenues and 36%, 35% and 36% for expenditures.

At this time cash balances are adequate in all funds. Most of the City's investments are in the State Treasurer's pool.

**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF JUNE 30, 2008**

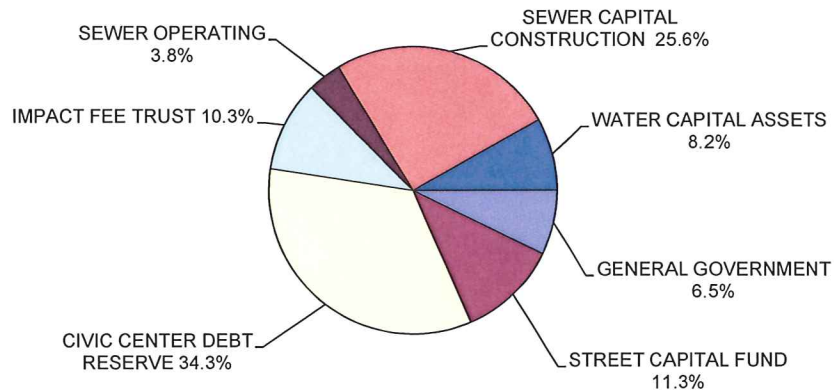
Consent Agenda - 3a

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 3,406,538	\$ 4,889,178	\$ 7,045,750	\$ (516,473)	\$ 733,492
101	STREET FUND	353,725	1,472,037	1,508,411	(142,524)	174,827
102	STREET CAPITAL FUND	-	4,326,543	3,050,902	(844)	1,274,796
105	DRUG INVESTIGATION FUND	89,645	9,974	4,231	(560)	94,829
107	HOTEL-MOTEL FUND	226,392	107,909	150,431	(16,559)	167,311
108	PUBLIC ART CAPITAL PROJECTS	91,911	1,396	-	-	93,307
109	PARK DEVELOPMENT FUND	10,836	1,051,843	941,632	-	121,047
110	CIVIC CENTER DEBT RESERVE	3,820,228	58,024	-	-	3,878,252
208	LTGO BOND REDEMPTION	22,484	860,845	588,760	-	294,569
209	2000 NOTE REDEMPTION	36,935	72,236	-	-	109,170
210	LID NO. 99-1 GUARANTY	91,885	1,396	-	-	93,280
211	UTGO BOND REDEMPTION	90,654	164,552	62,346	-	192,860
301	PROPERTY ACQUISITION FUND	9,786	113,956	50,000	-	73,742
305	GENERAL GOVT CAPITAL IMPR	65,195	114,486	100,000	-	79,681
309	IMPACT FEE TRUST	843,850	571,259	250,000	2,193	1,167,302
401	WATER OPERATING	369,180	388,751	386,073	(90,475)	281,384
402	SEWER OPERATING	356,181	1,033,555	791,147	(169,941)	428,648
407	UTILITY RESERVE	183,169	2,782	-	-	185,951
408	UTILITY BOND REDEMPTION	6,680	100,869	69,656	(188)	37,705
410	SEWER CAPITAL CONSTRUCTION	2,393,486	2,472,975	1,816,593	(150,381)	2,899,487
411	STORM SEWER OPERATING FUND	65,002	372,648	224,211	(55,357)	158,083
420	WATER CAPITAL ASSETS	609,524	374,434	42,334	(8,747)	932,877
605	LIGHTHOUSE MAINTENANCE TRUST	2,033	31	-	-	2,064
607	EDDON BOATYARD TRUST	284,055	1,482	-	(104,402)	181,135
608	FHS TRAFFIC MITIGATION TRUST	44,161	273	-	-	44,434
631	MUNICIPAL COURT	-	71,942	71,942	-	-
		\$ 13,473,535	\$ 18,635,375	\$ 17,154,421	\$ (1,254,258)	\$ 13,700,233

**COMPOSITION OF CASH AND INVESTMENTS
AS OF JUNE 30, 2008**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 1,300
CASH IN BANK			401,109
LOCAL GOVERNMENT INVESTMENT POOL		2.2933%	13,297,824
			\$ 13,700,233

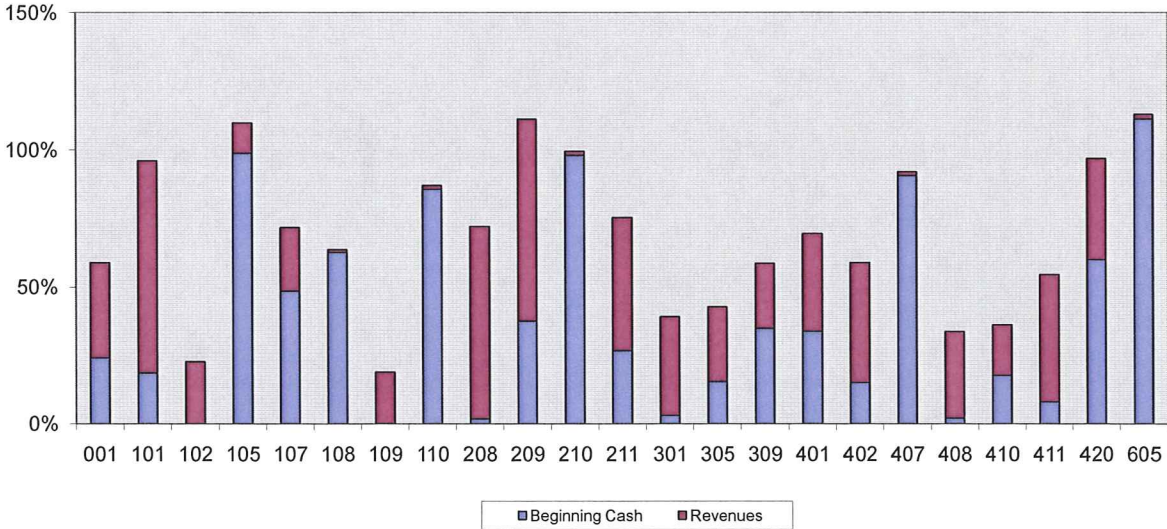
Ending Cash Balances By Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF JUNE 30, 2008**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 14,093,305	\$ 8,295,716	\$ 5,797,589	59%
101	STREET FUND	1,900,521	1,825,762	74,759	96%
102	STREET CAPITAL FUND	19,075,178	4,326,543	14,748,635	23%
105	DRUG INVESTIGATION FUND	90,655	99,620	(8,965)	110%
107	HOTEL-MOTEL FUND	465,971	334,301	131,670	72%
108	PUBLIC ART CAPITAL PROJECTS	146,507	93,307	53,200	64%
109	PARK DEVELOPMENT FUND	5,614,108	1,062,679	4,551,429	19%
110	CIVIC CENTER DEBT RESERVE	4,452,300	3,878,252	574,048	87%
208	LTGO BOND REDEMPTION	1,224,093	883,329	340,764	72%
209	2000 NOTE REDEMPTION	98,145	109,170	(11,025)	111%
210	LID NO. 99-1 GUARANTY	93,686	93,280	406	100%
211	UTGO BOND REDEMPTION	338,704	255,205	83,499	75%
301	PROPERTY ACQUISITION FUND	316,088	123,742	192,346	39%
305	GENERAL GOVT CAPITAL IMPR	420,584	179,681	240,903	43%
309	IMPACT FEE TRUST	2,414,156	1,415,109	999,047	59%
401	WATER OPERATING	1,091,135	757,931	333,204	69%
402	SEWER OPERATING	2,359,923	1,389,736	970,187	59%
407	UTILITY RESERVE	202,020	185,951	16,069	92%
408	UTILITY BOND REDEMPTION	319,219	107,549	211,670	34%
410	SEWER CAPITAL CONSTRUCTION	13,468,640	4,866,461	8,602,179	36%
411	STORM SEWER OPERATING FUND	801,621	437,650	363,971	55%
420	WATER CAPITAL ASSETS	1,015,105	983,958	31,147	97%
605	LIGHTHOUSE MAINTENANCE TRUST	1,826	2,064	(238)	113%
607	EDDON BOATYARD TRUST		285,537	(285,537)	
608	FHS TRAFFIC MITIGATION TRUST		44,434	(44,434)	
631	MUNICIPAL COURT		71,942	(71,942)	
		\$ 70,003,490	\$ 32,108,910	\$ 37,894,580	46%

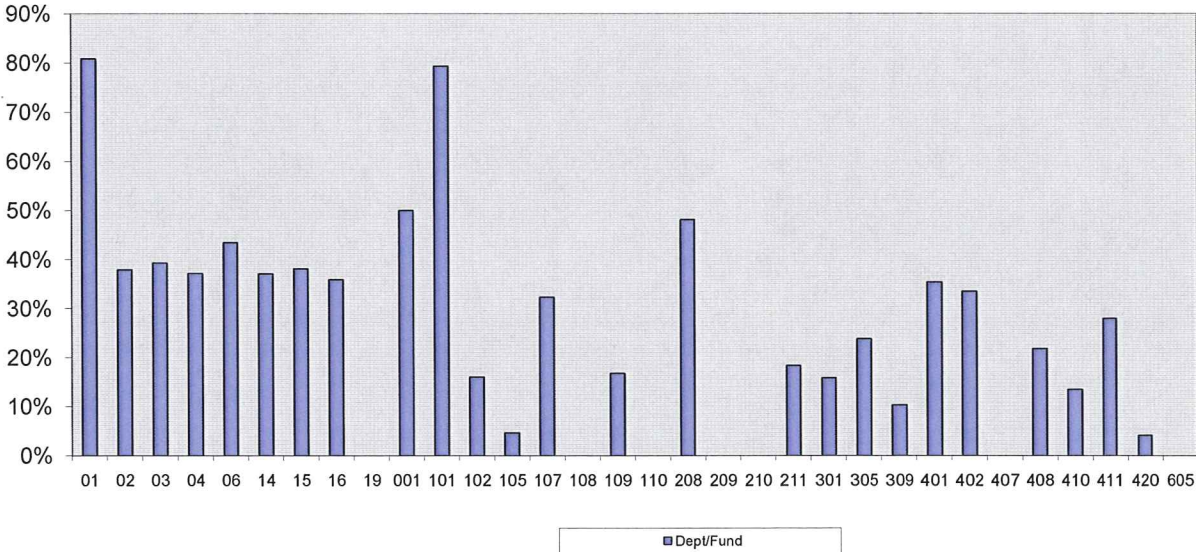
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
 YEAR-TO-DATE EXPENDITURE SUMMARY
 AND COMPARISON TO BUDGET
 FOR PERIOD ENDING JUNE 30, 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	\$ 3,581,953	\$ 846,950	81%
02	LEGISLATIVE	34,100	12,939	21,161	38%
03	MUNICIPAL COURT	441,495	173,602	267,893	39%
04	ADMINISTRATIVE/FINANCIAL	1,587,549	589,952	997,597	37%
06	POLICE	3,266,530	1,419,043	1,847,487	43%
14	COMMUNITY DEVELOPMENT	2,106,170	781,155	1,325,015	37%
15	PARKS AND RECREATION	937,900	357,664	580,236	38%
16	BUILDING	360,700	129,442	231,258	36%
19	ENDING FUND BALANCE	929,958	-	929,958	
001	TOTAL GENERAL FUND	14,093,305	7,045,750	7,047,555	50%
101	STREET FUND	1,900,521	1,508,411	392,110	79%
102	STREET CAPITAL FUND	19,075,178	3,050,902	16,024,276	16%
105	DRUG INVESTIGATION FUND	90,655	4,231	86,424	5%
107	HOTEL-MOTEL FUND	465,971	150,431	315,540	32%
108	PUBLIC ART CAPITAL PROJECTS	146,507	-	146,507	
109	PARK DEVELOPMENT FUND	5,614,108	941,632	4,672,476	17%
110	CIVIC CENTER DEBT RESERVE	4,452,300	-	4,452,300	
208	LTGO BOND REDEMPTION	1,224,093	588,760	635,333	48%
209	2000 NOTE REDEMPTION	98,145	-	98,145	
210	LID NO. 99-1 GUARANTY	93,686	-	93,686	
211	UTGO BOND REDEMPTION	338,704	62,346	276,359	18%
301	PROPERTY ACQUISITION FUND	316,088	50,000	266,088	16%
305	GENERAL GOVT CAPITAL IMPR	420,584	100,000	320,584	24%
309	IMPACT FEE TRUST	2,414,156	250,000	2,164,156	10%
401	WATER OPERATING	1,091,135	386,073	705,062	35%
402	SEWER OPERATING	2,359,923	791,147	1,568,776	34%
407	UTILITY RESERVE	202,020	-	202,020	
408	UTILITY BOND REDEMPTION	319,219	69,656	249,563	22%
410	SEWER CAPITAL CONSTRUCTION	13,468,640	1,816,593	11,652,047	13%
411	STORM SEWER OPERATING FUND	801,621	224,211	577,410	28%
420	WATER CAPITAL ASSETS	1,015,105	42,334	972,771	4%
605	LIGHTHOUSE MAINTENANCE TRUST	1,826	-	1,826	
607	EDDON BOATYARD TRUST	-	-	-	
608	FHS TRAFFIC MITIGATION TRUST	-	-	-	
631	MUNICIPAL COURT	-	71,942	(71,942)	
		\$ 70,003,490	\$ 17,154,421	\$ 52,849,069	25%

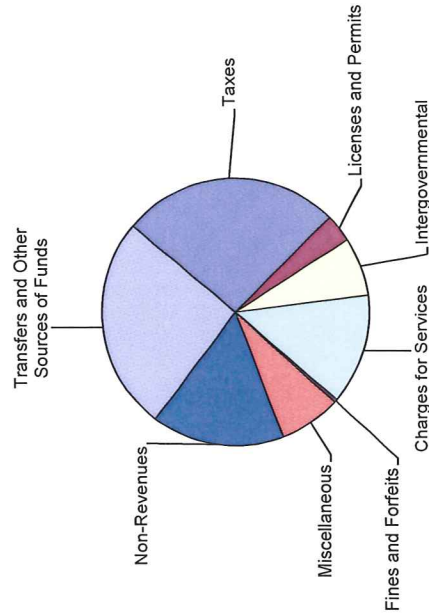
Expenditures as a Percentage of Annual Budget



CITY OF GIG HARBOR
 YEAR-TO-DATE REVENUE SUMMARY
 BY TYPE
 FOR PERIOD ENDING JUNE 30, 2008

TYPE OF REVENUE	AMOUNT
Taxes	\$ 4,920,291
Licenses and Permits	627,420
Intergovernmental	1,320,519
Charges for Services	2,497,935
Fines and Forfeits	72,909
Miscellaneous	1,384,660
Non-Revenues	2,990,749
Transfers and Other Sources of Funds	4,820,891
Total Revenues	18,635,375
Beginning Cash Balance	13,473,535
Total Resources	\$ 32,108,910

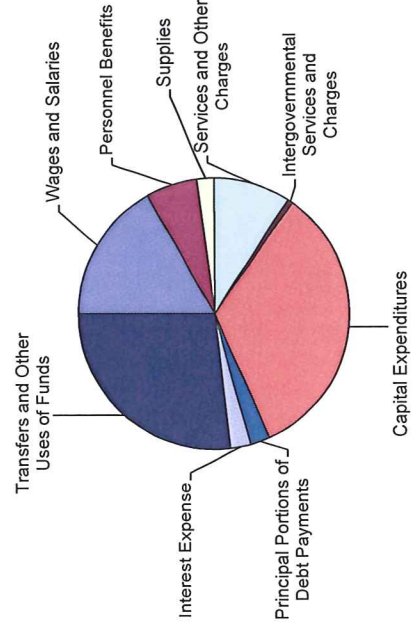
Revenues by Type - All Funds



CITY OF GIG HARBOR
 YEAR-TO-DATE EXPENDITURE SUMMARY
 BY TYPE
 FOR PERIOD ENDING JUNE 30, 2008

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	\$ 2,878,663
Personnel Benefits	1,054,970
Supplies	340,162
Services and Other Charges	1,592,068
Intergovernmental Services and Charges	104,666
Capital Expenditures	5,744,643
Principal Portions of Debt Payments	413,782
Interest Expense	406,980
Transfers and Other Uses of Funds	4,618,486
Total Expenditures	17,154,421
Ending Cash Balance	13,700,233
Total Uses	\$ 30,854,654

Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 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	CIVIC CTR	PROPERTY	GEN GOVT	IMPACT FEE	TRUST FUND	BOATYARD	EDDON	FHS TRFC	MUNICIPAL	SPECIAL
	GOVERNMENT			INVESTIGATIOI	MOTEL	PROJECTS	FUND	DEBT RSRV	ACQUISITION	CAPITAL	IMP	MAINT	BOATYARD	MITIGATION	COURT	REVENUE
ASSETS																
CASH	9,655	2,278	16,609	2,222	2,180	1,216	1,577	50,529	961	1,038	15,208	27	181,135	44,434	-	319,413
INVESTMENTS	723,837	172,550	1,268,187	92,606	165,131	92,091	119,470	3,827,724	72,781	78,643	1,152,094	2,037	-	-	-	7,033,314
RECEIVABLES	1,327,304	35,390	844	-	37,175	-	-	-	-	-	-	-	-	-	-	73,409
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,060,796	210,218	1,275,640	94,829	204,486	93,307	121,047	3,878,252	73,742	79,681	1,167,302	2,064	181,135	44,434	-	7,426,136
LIABILITIES																
CURRENT	(3,151)	9,922	-	-	-	-	-	-	-	-	4,491	-	-	-	-	14,413
LONG TERM	4,531	43,207	-	-	-	-	-	-	-	-	-	-	-	-	-	13,207
TOTAL LIABILITIES	1,380	23,128	-	-	-	-	-	-	-	-	4,491	-	-	-	-	27,619
FUND BALANCE:																
BEGINNING OF YEAR	4,215,989	223,463	-	89,085	247,008	91,911	10,836	3,820,228	9,786	65,195	841,552	2,033	179,653	44,161	-	5,624,913
Y-T-D REVENUES	4,889,178	1,472,037	4,326,543	9,974	107,909	1,396	1,051,843	58,024	113,956	114,486	571,259	31	1,482	273	71,942	7,901,154
Y-T-D EXPENDITURE	(7,045,750)	(1,505,411)	(3,050,902)	(4,231)	(150,431)	-	(941,632)	-	(50,000)	(100,000)	(250,000)	-	-	-	(71,942)	(6,127,550)
ENDING FUND BALANCE	2,059,416	187,089	1,275,640	94,829	204,486	93,307	121,047	3,878,252	73,742	79,681	1,162,811	2,064	181,135	44,434	-	7,398,517
TOTAL LIAB. & FUND BAL	2,060,796	210,218	1,275,640	94,829	204,486	93,307	121,047	3,878,252	73,742	79,681	1,167,302	2,064	181,135	44,434	-	7,426,136

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2008**

	208	209	210	211	TOTAL
	LTGO BOND REDEMPTION	2000 NOTE REDEMPTION	LID 99-1 GUARANTY	UTGO BOND REDEMPTION	DEBT SERVICE
ASSETS					
CASH	\$ 3,838	\$ 1,422	\$ 1,215	\$ 2,513	\$ 8,988
INVESTMENTS	290,731	107,748	92,065	190,347	680,891
RECEIVABLES	-	-	-	7,770	7,770
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	294,569	109,170	93,280	200,630	697,649
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	860,845	72,236	1,396	164,552	1,099,028
Y-T-D EXPENDITURE	(588,760)	-	-	(62,346)	(651,106)
ENDING FUND BALANCE	294,569	109,170	93,280	196,960	693,979
TOTAL LIAB. & FUND BAL \$	294,569 \$	109,170 \$	93,280 \$	200,630 \$	697,649 \$

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 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		
ASSETS									
CASH	3,765	\$ 5,683	\$ 2,423	\$ -	\$ 491	\$ 2,060	\$ 12,154	\$ 64,352	\$ 402,409
INVESTMENTS	277,619	422,965	183,528	37,214	2,861,711	156,023	920,723	4,859,782	13,297,824
RECEIVABLES	102,009	283,016	-	-	-	124,427	-	509,452	1,917,936
FIXED ASSETS	3,580,182	9,556,587	-	-	1,307,327	524,714	224,840	15,193,649	15,193,649
OTHER	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,963,574	10,268,252	185,951	37,705	4,206,814	807,223	1,157,717	20,627,236	30,811,818
LIABILITIES									
CURRENT	(500)	-	-	851,971	(4,824)	2	9	846,658	857,920
LONG TERM	45,137	50,246	-	1,096,138	-	40,718	-	1,232,239	1,253,647
TOTAL LIABILITIES	44,637	50,246	-	1,948,109	(4,824)	40,720	9	2,078,897	2,111,567
FUND BALANCE:									
BEGINNING OF YEAR	3,916,259	9,975,598	183,169	(1,941,617)	3,555,256	618,066	825,607	17,132,338	27,219,297
Y-T-D REVENUES	388,751	1,033,555	2,782	100,869	2,472,975	372,648	374,434	4,746,015	18,635,375
Y-T-D EXPENDITURE	(386,073)	(791,147)	-	(69,656)	(1,816,593)	(224,211)	(42,334)	(3,330,015)	(17,154,421)
ENDING FUND BALANCE	3,918,937	10,218,006	185,951	(1,910,404)	4,211,638	766,503	1,157,708	18,548,338	28,700,251
TOTAL LIAB. & FUND BAL	\$ 3,963,574	\$ 10,268,252	\$ 185,951	\$ 37,705	\$ 4,206,814	\$ 807,223	\$ 1,157,717	\$ 20,627,236	\$ 30,811,818

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF JUNE 30, 2008

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	TOTAL ALL FUND TYPES
ASSETS						
CASH	\$ 9,655	\$ 319,413	\$ 8,988	\$ 338,056	\$ 64,352	\$ 402,409
INVESTMENTS	723,837	7,033,314	680,891	8,438,042	4,859,782	13,297,824
RECEIVABLES	1,327,304	73,409	7,770	1,408,484	509,452	1,917,936
FIXED ASSETS	-	-	-	-	15,193,649	15,193,649
OTHER	-	-	-	-	-	-
TOTAL ASSETS	2,060,796	7,426,136	697,649	10,184,582	20,627,236	30,811,818
LIABILITIES						
CURRENT	(3,151)	14,413	-	11,261	846,658	857,920
LONG TERM	4,531	13,207	3,670	21,408	1,232,239	1,253,647
TOTAL LIABILITIES	1,380	27,619	3,670	32,670	2,078,897	2,111,567
FUND BALANCE:						
BEGINNING OF YEAR	4,215,989	5,624,913	246,057	10,086,959	17,132,338	27,219,297
Y-T-D REVENUES	4,889,178	7,901,154	1,099,028	13,889,360	4,746,015	18,635,375
Y-T-D EXPENDITURES	(7,045,750)	(6,127,550)	(651,106)	(13,824,406)	(3,330,015)	(17,154,421)
ENDING FUND BALANCE	2,059,416	7,398,517	693,979	10,151,912	18,548,338	28,700,251
TOTAL LIAB. & FUND BAL.	\$ 2,060,796	\$ 7,426,136	\$ 697,649	\$ 10,184,582	\$ 20,627,236	\$ 30,811,818

CITY OF GIG HARBOR



**2008 / 2ND QUARTER
PERFORMANCE AND WORKLOAD
MEASURES**

ADMINISTRATION

Administration

Performance Measures

	2007 Actual	2008 Goal
Percent of Citizens Agreeing with Survey Questions:		
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 2 nd Quarter	403	N/A	27	1604	37	70
2008 2 nd Quarter	298	N/A	39	1929	18	66
2007 Total	1762	618	135	5435	98	210
2008 Estimate	1500	600	200	6500	100	200

POLICE

Performance Measures

	2007 2 nd Quarter	2008 2 nd 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	7	6.5	6

Workload Measures

	2007 2nd Quarter	2008 2nd Quarter	2007 Actual	2008 Estimate
Number of dispatched calls for service	2646	3909	5365	8500
Number of office walk in requests for service	1112	1037	2186	2074
Number of cases assigned for follow-up	98	101	198	202
Number of police reports written	908	1013	1720	2026

Note: UCR stats are published yearly

MUNICIPAL COURT

Performance Measures

	2007 2 nd Quarter	2008 2 nd Quarter	2007 Year End	2008 Proj Year End
Infraction Filings	509	292	1712	1168
Infraction Hearings	173	235	904	940
Criminal Filings	153	115	558	460
Criminal Hearings	743	887	3049	3548

* Analysis: Filings are down, hearings are up. Hearings are the workload measure for filings; both should track together. On the infraction side, hearings are up due to the economy; on the criminal side, hearings are up due to a number of issues.

Workload Measures

	2007 2 nd Quarter	2008 2 nd Quarter	2007 Year End	2008 Proj Year End
Collection Assignments	225/\$136,881	194/68,850	637/\$417,433	628/\$483,220
Collection Recovery	\$10,543	\$13,782	\$54,410	\$59,172
% PC Compliance	100%	100%	100%	100%
% Spdy Compliance	100%	100%	100%	100%

* Analysis: Collection recovery should set a new record based on consistently high months. The high total is not the result of a spike, but rather consecutively high revenue months.

* The Court does not set gross revenue or case filing goals.

* Judge Dunn does not influence nor comment on revenue or case filings.

BUILDING AND FIRE SAFETY

Performance Measures

	2007 2 nd Quarter	2008 2 nd Quarter	2007 Actual	2008 Projected
Triage new building permit applications within 1 week of receipt of complete application	N/A	50	N/A	70
Provide first review or plan approval letter within 28 days of receipt of complete application	N/A	70	N/A	80
Provide second review or approval letter within 14 days of receipt of re-submittals	N/A	95	N/A	90
Provide inspections within 24 hours of request	99	99	100	98
Attend scheduled pre-application conferences	100	100	100	100
Provide requested PL/ENG comments within 1 week of request	N/A	95	N/A	95

Workload Measures

	2007 2 nd Quarter	2008 2 nd 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	38	N/A	35
Plan review letters completed per week	7.5	4	3	11
Special projects per staff member (max at one time)	1	2	0.5	2
Professional development activities (per month min)	1	4	0.5	2

PLANNING DEPARTMENT

Performance Measures

	2007 Actual *	2008 1 st Quarter	2008 2 nd Quarter
% of land use cases processed under 120 days	N/A	98%	100%***
% of preliminary plats processed under 90 days	N/A	None Approved	0%**** None Approved
% of short plats processed under 30 days	N/A	0%**	Approved

* Data not tracked in 2007
 ** Reflects one case processed in 92 days
 *** Does not include projects that waived the review timeline for DRB review
 **** Reflects one plat, procedure in 10.05.008(F) followed

Workload Measures

	2007 Actual	2008 1st Quarter	2008 2nd Quarter
Number of land use cases	470	122	120
Amount of fees collected	\$299,841	\$ 59,933	\$ 54,958

PUBLIC WORKS

Parks

Performance Measures

	2007 Actual	2008 Estimate	2007 1 st Qtr Actual	2008 1 st Qtr Actual	2008 2 nd Qtr Actual
Landscaping Maintained (sq ft/FTE)	360,000	420,000	90,000*	90,000*	90,000*
Parks cleaned per day	100%	100%	100%	100%	100%
Complaints addressed within 24 hrs	100%	100%	100%	100%	100%

* Number is average over the whole year due to seasonal mowing schedule.

Workload Measures

	2007 Actual	2008 Estimate	2007 1 st Qtr Actual	2008 1 st Qtr Actual	2008 2 nd Qtr Actual
Acres of park space & streetscapes	65.2	71.7	16.3	17.92	17.92
Community event sponsored hours	1008	1100	252	76	795
Acres of park land (per FTE)	10.86	12.56	N/A	N/A	N/A
Park related phone calls	54	60	6	9	21

Streets

Performance Measures

	2007 Actual	2008 Estimate	2007 1 st Qtr Actual	2008 1 st Qtr Actual	2008 2 nd Qtr Actual
Streets swept (miles/FTE)	200	250	36.87	29.06	36.6
Streets maintain (lane miles/FTE)	5.9	5.6	1.5	1.4	5.6

Workload Measures

	2007 Actual	2008 Estimate	2007 1 st Qtr Actual	2008 1 st Qtr Actual	2008 2 nd Qtr Actual
Streetlights	405	450	405	405	405
Lane miles maintained	76	76	19	19	19
Street signs repaired	247	250	149	54	87
Pavement markings (feet)	312,267	315,000	3 rd Quarter	3 rd Quarter	3 rd Quarter
Sidewalks maintained (feet)	94,160	111,860	23,540	27,965	27,965
Street-related phone calls	86	90	27	14	20

Water

Performance Measures

	2007 Actual	2008 Estimate	2007 1st Qtr Actual	2008 1st Qtr Actual	2008 2nd Qtr Actual
Meters read per FTE	2029	2065	507.25	516.25	798.67
After hrs emer. responses w/in 45 min.	100%	100%	100%	100%	100%

Workload Measures

	2007 Actual	2008 Estimate	2007 1st Qtr Actual	2008 1st Qtr Actual	2008 2nd Qtr Actual
Gallons of storage capacity	4,550,000	4,550,000	4,550,000	4,550,000	4,550,000
Number of gallons pumped per year	308,000,000	370,000,000	46.02 mg	49.6 mg	76.6 mg
Number of water related calls	71	78	16	30	30

Stormwater

Performance Measures

	2007 Actual	2008 Estimate	2007 1st Qtr Actual	2008 1st Qtr Actual	2008 2nd Qtr Actual
Percent of storm ponds brushed	100%	100%	100%	100%	100%
Progress toward NSDES Phase II comp.	0	100%	0%	5%	10%

Workload Measures

	2007 Actual	2008 Estimate	2007 1st Qtr Actual	2008 1st Qtr Actual	2008 2nd Qtr Actual
Catch basins cleaned	579	650	144.75	162.5	162.5
Catch basins installed	4	4	3	N/A	N/A
Catch basins maintained	1350	1400	3 rd Quarter	3 rd Quarter	3 rd Quarter
Storm ponds maintained	11	12	3 rd quarter	3 rd Quarter	3 rd Quarter

Wastewater

Performance Measures

	2007 Actual	2008 Estimate	2007 1st Qtr Actual	2008 1st Qtr Actual	2008 2nd Qtr Actual
Dewatering w/ thickening process	2,179,991 GALS. Info not available	-- Info not available	613,914 GALS. Info not available	723,226 GALS. Info not available	799,617 GALS. Info not available
Reduction in lift station callout OT					
Plant performance award	Yes	Yes	Yes	Yes	Yes

Workload Measures

	2007 Actual	2008 Estimate	2007 1st Qtr Actual	2008 1st Qtr Actual	2008 2nd Qtr Actual
Raw sewage treated	297.3448mg	313.5928mg 1183.6 wet tons	84.1314mg 261.8 wet tons	78.3982mg 295.9 wet tons	69 MG 277 wet tons
Tons of bio-solids produced	933 wet tons				
**Work orders for lift station/plant maintenance	442 Plant/ 487 LS's		133 Plant/ 118 LS's	143 Plant/ 142 LS's	112 Plant/ 127 LS's
Lift station checks	884	884	221	221	221

*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

	2007 1st Quarter	2008 2nd Quarter	2007 Actual	2008 Estimate
% of projects on time/under budget	100%	99%	100%	100%
Ratio of PW variances approved w/in 6 weeks of application	N/A	0/2 *	2/3	2/3

* Delayed response in Variance Request due to staff time devoted to Canterwood Roadway and WWTP Expansion Projects.

Workload Measures

	2007 1st Quarter	2008 2nd Quarter	2007 Actual	2008 Estimate
Number of capital projects construction surveyed by staff	unknown	2/2	2	3
Traffic modeling completed by staff	unknown	0	1	3

FINANCE

Finance

Performance Measures

	2007 2nd Quarter	2008 2nd 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 2nd Quarter	2008 2nd Quarter	2007 Actual	2008 Estimate
Number of invoices processed	2356	2478	9243	9300
Number of transactions receipted	4219	4391	17,883	21,200
Number of utility bills processed	3618	3707	13,935	13,500
Number of payroll checks processed	586	657	2579	2900
Number of business licenses processed	N/A	165	618	600

Information Technology

Performance Measures

	2006 Actual	2007 Actual	2008 Actual	2009 Estimate
* Average Cost of IT per Citizen	26	26	31	31
* Average Cost of IT per Employee	1800	1667	1880	1880
Average Number of Employees per IT staff	48	54	58	60
Average Number of Workstations per IT staff	45	58	72	72
Ratio of Employees to printers	3.3	2.9	3.1	3.5
Network uptime	99%	99%	99%	99%

Information Technology numbers reported based on fiscal year numbers. Quarterly numbers are not available.

* In Dollars.

Workload Measures

	2006 Actual	2007 Actual	2008 Actual	2009 Estimate
Number of IT staff	2	2	2	2
Number of servers maintained	10	11	12	12
Number of workstations	90	118	145	145
Number of printers	32	35	77	80
Number of remote sites	3	3	3	3
Average monthly help desk calls	140	225	360	370

Information Technology numbers reported based on fiscal year numbers. Quarterly numbers are not available.

MARKETING

Performance Measures

	2007 Actual	2007 2nd Qtr Actual	2008 2nd Qtr Actual	2008 Estimate
Occupancy Percentages	56.3%	63.0%	49.0%	60.0%
% Change in Visitor Info Requests	399%	--	13%	25%
Editorial Medial Value	\$445,512	\$71,000	\$80,000	\$400,000

Workload Measures

	2007 Actual	2007 2nd Qtr Actual	2008 2nd Qtr Actual	2008 Estimate
Promotion and Advertising Budget	\$82,000	\$20,500	\$27,900	\$95,800
Number of Filled Requests	26,950	13,650	10,692	33,700
Hosted Media	6	0	3	6

Travel writer – garden tour (2), Steve Ekberg garden photo shoot and article

GIG HARBOR CITY COUNCIL RETREAT
July 11, 2008
8:00 a.m. - 1:00 p.m. at Gig Harbor Civic Center

PRESENT: Councilmembers: Steve Ekberg, Derek Young, Paul Conan, Ken Malich, Tim Payne, Paul Kadzik and Mayor Hunter.

Staff: Rob Karlinsey, David Rodenbach, David Stubchaer, Steve Misiurak, Marco Malich, Dick Bower, Jennifer Kester, Mike Davis, Laureen Lund, Lita Dawn Stanton, Kay Truitt, Molly Towslee, and Carol Morris, Legal Counsel.

Mayor Hunter called the session to order at 8:20 a.m. He explained that the agenda includes a list of tasks / projects identified at last year's retreat that are underway. He said that staff would briefly introduce each agenda item before discussion. He said that the idea is to make sure that the city is moving in the right direction and to see where improvements can be made.

The retreat continued with discussion on the following agenda topics.

1. Potential signal light at the corner of Soundview and Hunt. This item is on the agenda due to concerns with increased traffic as a result of the new development across from Stroh's and the current problems with turning left off Soundview on to Hunt. Steve Misiurak said that they will continue to monitor traffic at this intersection and information will be updated with the 6-year and 20-year Traffic Plans. He said that current studies show that most of the traffic routes through Kimball, and not down Hunt.

Councilmember Ekberg and Malich voiced a preference for a single lane 4-way stop rather than a signal. Rob Karlinsey suggested a temporary 4-way stop to see how it works.

2. Speed Studies on Soundview Drive and Burnham Drive (section from Eagles to No. Harborview Dr.) Steve Misiurak said that city-wide speed studies will be conducted on major arterials and collector streets. He gave an overview of how the studies are performed. There was discussion on placement of the two portable speed indicators.

There was also discussion about a temporary detour around Austin Street during the WWTP Expansion Project.

3. Senior Center, 4. Senior Center Programming and 5. The Boys & Girls Club Agreement.

Councilmember Young announced that Rob and he would be meeting with the Boys & Girls Club on Tuesday to discuss issues with the contract. Council and staff then discussed the following issues:

- A request for on-going maintenance fees.
- Franciscan Health System providing programming for Seniors.
- Pierce County's Contribution to Operations.
- Use of the Bogue Building for a Senior Center.
- Changes that have occurred since the city's original resolution of support.
- Dual use of the facility to maximize the potential.
- A feasibility study on the need for a Senior Center and what it entails.
- Existing potential sites for this use.
- The number of Seniors in the community that this would serve.
- Level of support the city has provided to other local organizations such as the YMCA and the History Museum.
- At what level is this Council willing to participate.

Mayor Hunter stressed that Rob and Councilmember Young have been negotiating in good faith and any changes to the level of contribution has to be agreed upon by the Council as a whole. He asked for direction for the upcoming meeting on Tuesday.

Everyone agreed that the Boys & Girls Club would provide a good service to the community and wanted to make sure it was clear that the city isn't against a Senior Center, just that there could be alternative locations. After further discussion Council agreed upon a contribution level of \$250,000 spread over two years; \$150,000 the first year and \$100,000 the second year. Rob and Councilmember Young were asked to convey this at the meeting.

6. 2008 Budget Adjustments. David Rodenbach gave an overview of the proposed budget adjustments, the savings that could be realized from each department and a proposal to move a portion of the Civic Center Reserve Fund to 2009 to address the budget shortfall. Staff was asked to identify a way to plan for impact fee credits in the future.

The point was made that the lower REET Funding is the only true budget shortfall; the other figures are due to unanticipated projects.

Mr. Rodenbach discussed the anticipated decline in sales tax revenue for 2009 due to the completion of the hospital and the option to retire certain revenue bonds as a financing strategy. He was directed to bring forward a proposal to do so.

Staff was asked if the departmental savings discussed would result in a drop in service. Mr. Rodenbach responded that it would not.

7. Green Building/LEEDS and 8. Low Impact Development. Dick Bower reported that the Green Building program in Pierce County is going well. LEEDS is another volunteer program that is more intricate and is adds an additional 2% to the Green Building construction costs. Because it hasn't been found to be cost effective to fully participate in the LEEDS program, staff was encouraged to implement the standards wherever possible.

The group discussed ways to implement low impact development in the city. Staff explained that we are incorporating techniques with the NPDES Phase II Stormwater requirements and updates to the Design Manual. The idea of identifying credit opportunities as incentive to implement low impact development was brought up.

Council agreed we should move toward methods to encourage low impact developments. Staff explained that certain aspects would have to be addressed in development agreements and changes in the design standards so it wouldn't prohibit low impact construction.

There was discussion on low impact street design and how it would "green up" neighborhoods. Mayor Hunter commented that the city would have to commit to maintaining these areas. It was suggested that the Point Fosdick Sidewalk Project would be a good pilot program for low impact development.

Rob Karlinsey said that commercial properties that have on-site stormwater retention pay the same connection fees as those who don't and asked if a distinction should be made. Carol Morris asked to hold this discussion until she could get the case law on this to discuss after break.

The Mayor announced a break at 10:00 a.m. The group reconvened at 10:15.

9. GMA: Population Allocations. Jennifer Kester said that the city population has reached 6,910 and in order to meet the 2022 population allocation we need approximately 5000 more people. Based on development and available land, we are on track. She then addressed questions about density, explaining that the city needs to require development at urban density levels which the Central Puget Sound Hearings Board has set at 4 units per acre. If we don't follow these guidelines, our ordinance could be challenged, which has happened.

Carol Morris said that Courts have said that the Growth Boards do not have the authority to establish a "bright-line rule" for density, but we do have to have an urban density backed by rationale. She added that four units is the excepted rule except where there are environmental constraints.

There was discussion on an upcoming project and whether it will meet the four-unit per acre rule. It appears that the project will meet this requirement and they are looking at a text amendment for an assisted living facility which would count toward higher density calculations.

There was further discussion on concern with denser development in the downtown core and whether there could be areas that remain at a lower density. The question was asked if the city could decide on densities with the upcoming neighborhood plan that is starting. Ms. Morris said a good argument could be made because of the traffic buildup which is very important; traffic concern is the only issue you can deny development in

the Growth Management Act. Another way to address this is to designate certain areas for hi-density development to off-set the areas with lower density and to allow the PRD designation in areas that are designed to handle the traffic.

A point was made that the number of dwelling units doesn't necessarily determine population; a large home may only house two people. Ms. Kester responded that the projection is based on lots, not size of the houses and the projection is 2.8 people per house.

The group discussed minimum densities and which zone they reside. Regarding population, the city's general policy is to take the amount of population that can be adequately provided for at approximately four-dwelling units per acre.

The issues of floor area ratios, combining lots, and Canterwood were discussed as they relate to density calculations.

10. Passports. Molly Towslee said that the Finance Committee reviewed eliminating the passport function. Because it is consuming the Executive Assistant's workday and the application fee has been cut a recommendation is being made to stop the function as of January 1st. Applicants still will have the option of going to Lake Katherine Post Office, Port Orchard City Hall, Tacoma, or to Bremerton City Hall. Forms and information are all on the internet and renewals are done by mail. Council agreed to discontinue the function.

11. Affordable Housing. Rob explained that we hired a consult to do an inventory of current affordable housing in the city and next year we would be looking at a study to identify necessary policy changes.

12. Street Vacations: One-Time Blanket Waiver for Non-User Statute. Rob recommended not doing a one-time blanket waiver in case there are issues with utility easements. Carol stressed that if there are utilities on any of these sites, the city would retain the easement through adverse possession. This process only removes a cloud from the title as these areas already belong to the adjacent property owner.

Staff was asked to use the GIS system to identify the remaining places that this non-user statute applies to, take a look at each site to determine easement concerns and then bring back an ordinance to vacate any that don't have issues.

13. Annexations. Rob said that Council requested staff to be more proactive in annexations and that this will be addressed in 2009. He gave an update on annexations currently in process.

There was discussion on whether to pursue Canterwood and it was noted that the Canterwood Board of Directors are in discussion about this.

14. Street Connections. Steve Misiurak said that possible East-West Connectors to the west side are being identified in the Six-Year TIP and 20 Year process to alleviate traffic congestion.

Approaching Pierce County for a Crescent Valley connector to alleviate traffic in the downtown corridor was discussed. There are design issues due to geographical and engineering of such a roadway.

Staff was urged to work with Pierce County to overlay our Six and Twenty-Year Plans with theirs to coordinate efforts. The group talked about a possible LID for improvements to 50th Street Court and tying Harbor Hill to Burnham Drive.

15. Sidewalk/Trails Inventory & Connections. Rob announced that the bids for the Cushman Trail occur today. He said it would behoove the city to punch this trail through to Borgen Boulevard. He said he hopes to add trails to the PROS Plan analysis.

Jenn Kester said that a new requirement of the GMA is to have a non-motorized trail system in place by 2011. Mayor Hunter said that PenMet Parks is pushing to connect the Westside with Burnham which could be addressed by a 96th Street under / or overpass.

The current requirement by ADA for a 2% or less grade change in sidewalk cutouts addressed concerns voiced by Councilmember Malich for new sidewalk design.

16. WWTP Expansion and Outfall Extension. Steve Misiurak announced that design for both projects are 95% complete. The WWTP expansion project should be out to bid in 3-4 weeks with construction beginning in late August or early September. He said that we are in the process of obtaining permits for the Outfall Extension.

Mayor Hunter voiced concern that the bid documents aren't ready and cost overruns could be huge. He stressed that we shouldn't rush the process.

Councilmembers asked that Representatives Seaquist and Cantwell be invited to the groundbreaking ceremony as they were instrumental in obtaining funding and permitting for these projects.

17. Waste Water System Comprehensive Plan. Steve Misiurak said they are proceeding with updates to the Comp Plan and should have a draft by the end of 2008.

18. Unsewered Areas Strategy. Steve Misiurak explained that they are currently revising the map of future sanitary sewer areas and redefining the basin area. This will make it easier for groups to form LIDs.

19. Utility Rate Increases. David Rodenbach said that first readings of the ordinances increasing utility rates for water (3%), sewer (15%), and stormwater (3%) are scheduled for Monday, July 14th.

20. Eddon Boat Park. Rob said that the contractor has been given the notice to proceed on the sediment cleanup. This should begin in August and will take a month to complete. The improvements should allow this area to have a more park-like setting for people to enjoy. He gave an update on grant status:

- Lita Dawn Stanton has applied for another Heritage Grant for 1.2 million to replace the dock. We will find out if we are on the list on July 16th for funding in 2010.
- The Heritage Grant in received in 2006 is to make the building assessable to the public. The garage will become restrooms and an open house is being held to obtain input on uses for the house. The project must be completed by March of 2009.
- ALEA Grant Funds for 1.4 million to develop the park; funding to be available in 2010. We will know the status in August.

Mayor Hunter announced that design work on the building is underway. He praised the Gig Harbor Kayak Club and suggested that the city consider allowing them to use the building as a shell house and encouraged everyone to think along those lines.

Because there are several private organizations such as this that would like to use a city facility there needs to be a public process to determine its use. The point was made that it would be helpful to have passive use for non-motorized watercraft in order to obtain ALEA Grant Funding. The Mayor offered to talk to Alan Anderson about attending the open house to propose this use.

21. Gig Harbor North Visioning. Rob said that there is interest by OPG to develop a “turnkey” park to give to the city in exchange for other development incentives. A comment was made that the Gig Harbor Little League has money to invest in ballpark improvements.

22. WDOT Relationship. Rob reported that staff is working well with WSDOT and will continue to include them in discussions about improvements to the other interchanges such as the one at Wollochet due to the Pierce Transit Park N Ride Project.

23. City/County Coordination of Cross-Boundary Impacts & 24. City/County Impact Fee Sharing. David Stubchaer said that the Canterwood Project brought us together with the County to work on signalization at 144th. He stressed that he would continue to coordinate efforts with the county with all future development.

25. Traffic Modeling: Methodology Improvements & 26. Impact Fees. Steve Misiurak said staff is working with PTV America to get up to speed with the traffic modeling software. He said that the plan is to have the ability to do traffic modeling in-house.

He then discussed impact fees explaining that there will be an open house to discuss the updates to the impact fees. He said that fees may look quite different as we identify growth related projects to determine whether to include long-term solutions.

There was discussion on looking for other funding sources than impact fees and whether the city can use impact fees to satisfy the city's share of the Hospital Benefit Zone taxes. It was determined that the only sales tax could be used to satisfy this portion. David Rodenbach commented that it is a technical fix.

27. State and Federal Earmarks. Rob said that Congressman Norm Dicks has earmarked \$950,000 to daylight Donkey Creek. He said he met with Mary McBride from Senator Murray's office, and she was excited about the project as well.

Rob then talked about other funding opportunities:

- State Tribal Assistance Grants that each Senator and Congressman can allocate. He approached Ms. McBride about the Outfall Project, and there may be possible funding available from the STAG Grant. The application process begins in February and a lobbying effort will be made back in Washington D.C. for this.
- BB16 isn't even on Congressman Dick's radar and probably won't be included in Senator Murray's budget either.
- The city is going to request more earmarks for the WWTP Expansion Project.

Rob commented that the lobbyist from Gordon Thomas Honeywell will be requesting an increase in their contract. He said he would like them to reintroduce two bills: one for the shoreline moratorium and the other for utility extensions.

28. PenMet/City Tax Overlap. Rob announced the meeting with PenMet on August 4th at 6:00 p.m. to discuss their desire to annex the city. They don't want to give up the tax revenue from newly annexed areas and concerns that they will disappear through future city annexations.

There was discussion on the city annexing into the PenMet Parks District. The city would still own and have to maintain our parks.

29. Big Box Development. Councilmember Ekberg asked if the city doesn't want big box store fronting major streets, then why isn't the code changed to reflect this.

Jenn Kester responded that this will be addressed in updates to the neighborhood design project.

30. Waterfront Millville Office Use. Jenn announced that this is being rolled into the updates to the Shoreline Master Program.

31. Maritime Pier (i.e., Commercial Dock). Mayor Hunter explained that for years different committees have asked for a maritime pier and some work was done on it, but no one ever followed through. He suggested that something should be done to get this to the point that everyone can agree whether or not it's feasible.

Lita Dawn Stanton commented that the Parks Commission and Design Review Board have asked to review any plans for a Maritime Pier because Skansie Brother's Park is an historic site.

Councilmember Young asked why this was being discussed. He stressed that we just discussed eliminating \$750,000 for a high-use facility and now we are talking about committing to a dock that costs millions and only serves a few.

Lita Dawn pointed out that in 2004 Council was presented with a proposal for a Maritime Pier and the group was given the direction to appoint a committee to study the feasibility. The committee was appointed but it was of fisherman, and they were not notified and so it died. They are now picking up the ball again.

Councilmember Kadzik added that this was for a Maritime Pier with little commercial fishing use. After further discussion it was recommended that this be allowed to go through the public process.

Rob said that he is going to continue to follow Council's vote last year's to continue to pursue the Ancich/Tarabochia Dock. There is \$100,000 in the budget to do so but he hasn't made progress this year due to a legal dispute on the property.

The group broke for lunch at 12:08 p.m.

32. Personnel Policies Update. Rob Karlinsey said he is taking AWCs model policies and blending it with Gig Harbor's to update the current version. He will have Scott Snyder, the city personnel attorney review the document before bringing to Council as a draft. It will then be presented to the Guilds.

33. Drug & Alcohol Testing Policies & Procedures. Rob said that federal law requires a random drug and alcohol testing policy for employees with Commercial Drivers Licenses. He said that this has been presented to the Finance Committee for review and will come back to Council for formal adoption.

34. View Basin Subarea Plan. Jenn Kester reported that the Request for Proposals has been sent and they expect to have them back by the 18th. The View Basin Subarea Plan will address:

- Land use and zoning

- Boundaries of the View Basin
- Building Size Design Issues
- Parking Issues
- Downtown Revitalization Plan and Harborview / Judson Street Design Project

From this we can build policies into the Comp Plan and come out with a series of policy recommendations and implementing development regulations for the view basin. This process will continue through 2008 and 2009.

There was a question on whether the downtown area is the best place to start this process. Jenn said that this was based on a budget objective. The discussion concluded with the idea that this is the most sensitive area.

35. Harborview/Judson Master Plan. Rob announced that there is a good group of stakeholders and there have been community meetings. He said he is happy with the consultants, Cascade Design Collaborative and CTS. The concepts are coming to the group on Tuesday night. One eye-opener in the plan is the gain of 119 parking spaces from the Treatment Plant through to Judson Street. The master plan will come to City Council at the end of August. Once there is buyoff on the concept the actual design will begin. If funding is available, construction will occur in 2009.

Rob responded to questions on undergrounding utilities and said that he is working with Peninsula Light on the issues. There was discussion on resolving the issue of converting homes to underground through an LID. Another point was made about retaining the historical element of the light poles.

Rob suggested negotiating with Peninsula Light to underground in certain areas where there are ADA and safety issues. Council directed him to explore all options.

36. Shoreline Regulations. Jenn Kester said a consultant has been hired to start the Shoreline Master Program update. It should be back to Council by the end of 2009 and then it goes to the State for final acceptance. The process must be completed by 2011.

37. Downtown Business Plan. Rob announced a field trip to visit other towns to see what works and what doesn't. The group should be ready to make a recommendation by early August.

38. Renovation Incentives Downtown. Mayor Hunter asked the question of how the city could encourage the downtown business owners to fix up and maintain their buildings through possible incentives. He mentioned breaks on parking requirements, reduction of permitting fees, allowing vendor carts and prices to show on outdoor retail items.

It was suggested that this would be a great discussion for the Mainstreet / Waterfront Business Owners Association. Councilmember Kadzik said he would take this to the group to come up with ideas.

39. Downtown Parking Strategy. Rob said that he already hit on this. He said that a parking strategy that helps the downtown business thrive is needed. Not only more parking but the ability for parking credits for renovations.

Jenn said that this can be addressed in the View Basin Sub-area Plan for comp plan amendments.

The group discussed several different strategies to address the parking issue. Jenn said that the Planning Commission is working on a text amendment to change the definition of gross floor area to no longer include underground parking in the gross floor area calculation in every zone except the waterfront zones.

40. Economic Development Plan. Rob said he hopes to do a city-wide economic strategy, but it is low priority on his list.

41. Parks, Recreation, and Open Space Plan. David Stubchaer said a consultant has been hired to do 2001 Parks, Recreation and Open Space Plan update. This will go through several phases: where are we now; where do we want to be; and then development a plan on how to get there.

Staff was directed to add trails to the scope of work. Rob said this would take a contract amendment, adding that another part of the project is to update the Parks Impact Fee.

Rob then addressed the question of annexing the Rohwer Property Park, asking if there is a need to do so. It was determined that although it would be nice it isn't necessary. Jenn said that Tom Dolan is talking with Pierce County about the process to include this property in the city's UGA to facilitate its annexation.

42. Skansie Ad-Hoc Committee (dock extension, house, netshed, etc.). Lita Dawn said that this has already been discussed, then explained that the pier is part of the master plan for the Skansie Park and that is why it would go to the DRB for comment. She was asked to let Council know if it becomes a debate issue and bogs down the process.

43. Fuel Dock. Rob said this was mentioned in the 2008 Budget, but nothing has been done. He said that it would be nice to have a fuel dock, but he is at a loss as where to start. He was directed to talk to the marina owners. Mayor Hunter commented that the liability issue is so big that there is hesitation to take it on.

Councilmember Ekberg commented that it's an economic issue. This is a private enterprise rather than a city function. Rob responded that he sees the city in a facilitative role rather than a financing role. He was asked to bring the marina owners together.

44. Eddon House. Lita Dawn announced the open house to gain public input on uses for the house. She said that the bathrooms are going in with funds by the Heritage Grant.

45. Citizen Survey. Rob explained that the contractor is compiling the data from the survey and he should have a report within a month.

46. Nuisance Code. Rob said staff was directed to pursue a nuisance code and at their next meeting, he is asking the Planning/Building Committee for guidance on how to proceed.

47. Permitting in the UGA. Jenn Kester explained that what would be needed to enforce the coordination of permitting in the UGA is for Pierce County to adopt our codes. We have to identify which of the city's codes that would be included and then there is the added complexity of who reviews the plans, who maintains the infrastructure and where the money comes from.

She discussed the option of a trial period where we adopt an Interlocal with Pierce County. They adopt our identified codes and turn over the fees and permitting to the city in cases where city utilities are involved. At this time approximately 50 permits a year are being processed in the UGA. This is still in the research phase and there will be several issues to address before proceeding.

48. CLG. Lita Dawn reported that as a Certified Local Government Gig Harbor has been very successful the last three years. The barn structures report was funded through CLG dollars; the current Millville Inventory is funded by a 2007 grant; and the HABS/HAER Report of engineering drawings and archive photos to be included in historic narratives that will go to the Library of Congress.

49. National Maritime Heritage Area. Lita Dawn said that Representative Pat Lantz was instrumental in getting funding to do a feasibility study to identify the Puget Sound as the first National Maritime Heritage area. If we are designated, it will elevate heritage tourism for our area and there will be funding to stabilize the Skansie Netshed in the sensitive waterfront area. Other landmark structured identified along the waterfront might have funding available.

50. Pierce County Public Benefit Rating System (open space and landmark tax incentives). Lita Dawn then reported that this is very successful program that offers incentives to owners to keep their property as they are. She said that with Council's support she hopes to investigate this in conjunction with the Mainstreet Program as part of the CLG process. There is a rating system to determine eligibility for the program.

51. Historic District Boundaries and Architecture. Lita Dawn explained that as a result of the Millville Inventory, the Design Review Board will make a recommendation about adjustments to architectural definitions of what constitutes an historic home

because they are all not Craftsman Style. In addition, the historic boundaries will be refined.

Mayor Hunter thanked the staff for all their hard work. He said that a slow down would be a blessing to allow us to regroup and catch up. He stressed that everyone is working hard.

The retreat adjourned at 1:25 p.m.

Respectfully submitted:

Molly Towslee, City Clerk

**COUNCIL WORK STUDY SESSION
MAINSTREET PROGRAM**

July 28, 2007
Community Rooms A & B

Present: Mayor Hunter, Councilmembers Young, Conan, Malich, Kadzik and Payne.

Mainstreet Program: Steve Lynn, Jack Sutton, Corolla Stark, and Paul Kadzik.

Call to Order: 8:53

Councilman Kadzik introduced Steve Lynn from the Main Street Program who began the meeting by introducing the group's members and a giving a brief overview of recent accomplishments:

- Hiring an Executive Director – Carolla Stark
- Reached the Main Street Start-Up Status
- 501(c)(3) Designation obtained
- Main Street Tax Credit
- Established Operating Office at the Visitors Center
- Sponsored their 1st Event

Mr. Lynn continued by presenting information on the parking inventory that they had completed. He explained that the study was done in four sections:

1. Downtown
2. Millville Area
3. Eddon Boatyard to Austin Street
4. Finholm District

Mr. Lynn described the counting program and its methodology then proceeded to present the results of the downtown study. He commented that 85% of the downtown parking is off-street.

After the PowerPoint Presentation the group discussed the following points:

- Public / private partnerships
- Improved signage
- Restriping existing spaces
- Employee parking
- Disincentives in the Municipal Code

The group discussed how to move forward with reaching out to the private property owners to work on partnerships. Mr. Lynn said he is working with Eric Schmidt on the committee for the Harborview / Judson Street Improvements to identify solutions and to come back with recommendations. It was noted the property owners are very possessive of their own parking spots. Sharing time slots was brought up and Mr. Lynn said it is an issue of educating the property owners who fear liability.

Consent Agenda - 3c

Mr. Lynn touched on the tax credit program and then answered questions on a Façade Improvement grant program which creates a pool of money administered by the Mainstreet Group to help business owner to make improvements.

Mr. Lynn addressed questions about membership by saying that over 50% of the old Waterfront Retail Association had joined. He said they are on track for membership.

Mayor Hunter and Councilmembers praised these efforts and thanked the Main Street representatives for their presentation.

Adjourned: 9:30

Scribe: Molly Towslee

City of Gig Harbor
Community Development Dept.
3510 Grandview St.
Gig Harbor, WA 98335

Memo

To: Mayor Hunter and City Council Members
From: Dick J. Bower, CBO – Building/Fire Safety Director
CC: Rob Karlinsey
Date: 08.05.2008
Re: Building and Fire Safety Report for the month of July 2008

The following report is being provided in an effort to keep you informed of the myriad activities of the building and fire safety department over the past month. If you have any questions please give me a call, e-mail or visit and I'll get you the answers.

Departmental Activities:

During the period building and fire safety staff took part in the following activities:

- Attended permitting and enforcement process meetings with Consultant and other development services staff.
- Participated in Quick View coordination meeting
- Conducted fire safety inspections for the Gig Harbor/PAL Art Festival
- Participated in 2 pre-application conferences and 2 intake meeting on proposed new projects.
- Coordinated and participated in monthly regional emergency management meeting
- Participated in State Building Code Council residential fire sprinkler technical advisory group teleconference.
- Reviewed and commented on 4 land use actions
- Reviewed and commented on 1 Public Works Engineering permits
- Coordinated after action review on Kantor project issues.
- Participated in PC Local Emergency Planning Committee meeting
- Attended WA Assn. of Building Officials (WABO) officers meeting
- Attended WABO annual meeting where Bower was elected first VP of the Assn.
- Attended regional earthquake exercise planning meeting with regional response partners
- Hosted Eddon Boat Shop project coordination meeting with architects
- Attended Council retreat
- Participated in GHN Traffic Options Committee meeting
- Participated in PC Type III Incident Management Team all-hands meeting
- Coordinated staff review meeting related to access issues related to Rogel/Bonneville project

New Permit Applications

New Commercial - 0
New Residential - 6 + 4 new base plans
Remodel / Tenant Improvement - 7
Other (Includes plumbing, mechanical, fire system, fuel gas, etc.) - 53
Total - 70

Total valuation - \$ 4,475,336.00
Fee revenues - \$ 38,250.71

Large Projects Reviewed and Awaiting Revisions:

Madison Shores Marina
Northwood Medical Office Building

Major Plan Reviews Completed:

Reikow Office Building
Second Floor HNP building
St. A's MOB fire suppression systems
Madison Shores upland development
Multi-Care 1st and 2nd floor remodel (yup, the new building on Pt. Fosdick by Uptown)
Shops at GHN Building B shell (major revisions)

Permits Issued:

Commercial – 2
Residential - 0
Remodel/TI - 10
Other - 44

Total Issued - 56

Total Valuation - \$ 12,426,628.00
Fee Revenues - \$ 81,355.42

Permits-By-Appointment: 18

Inspections:

The following inspections were performed:
Periodic inspections - 165
Final Inspections - 42
Certificate of Occupancy - 9

Total - 216

Enforcement:

The following enforcement actions were taken:
Investigations - 2
Stop work orders issued -
Citations issued -
Civil NOV's issued -

Total - 2

Fire Inspection Referral /Refusal Follow-ups:

2

Business License Inspections:

Training:

- Participated in first aid/CPR training
- Attended Army Corps of Engineers presentation on Corps permitting process
- Provided OJT training to intern/temporary inspector
- Attended wood truss bracing seminar provided through MBP.com

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Whereas, National *Walk from Obesity Day* raises public awareness of the Obesity walk taking place in Tacoma, Washington to bring about education and health improvement for generations to come; and

Whereas, obesity is an epidemic impacting nearly one in four Americans; and

Whereas, most people do not know that Obesity is a serious health problem and they do not take it seriously; and

Whereas, the risk factors for Obesity are poor diet, physical inactivity, genetics and age; and

Whereas, obesity can cause serious health impacts such as sleep apnea, high blood pressure and diabetes; and

Whereas, keeping people healthy and promoting Obesity prevention, education, awareness, and treatment, is an important responsibility and depends on the actions of many organizations and groups in our community; and

Whereas, obesity touches people of all ages and remains a priority for families, communities, and government, and our commitment to keeping our communities healthy is stronger than ever.

Whereas, *The Walk from Obesity* campaign promotes Obesity prevention, education, awareness and treatment.

Now, therefore, I Chuck Hunter, Mayor of Gig Harbor do hereby proclaim Saturday, September 27, 2008, as

National Walk from Obesity Day

and encourage all citizens of Gig Harbor to join the 2-mile walk taking place, at 8 a.m. starting at Dickman Mill Park along Ruston, Way. Unite in the national movement to give everyone a personal and urgent wake-up call about their risks for Obesity.

Mayor, City of Gig Harbor

Date



7/2/08

Dear Mayor Hunter,

Saturday, September 27, 2008, is the *National Walk from Obesity Day*. On this day, Americans nationwide will walk together to raise awareness of obesity and the associated health impacts on our society. In Washington State and the nation, obesity is epidemic and the obesity rates in our state have continued to rise at the same pace each year.

I am writing to encourage you to issue a proclamation declaring Saturday, September 27, 2008, as *National Walk from Obesity Day in Tacoma*, Washington. By taking this action, you will unite Tacoma with the National Walk from Obesity Day events taking place across the country.

The “Walk from Obesity” campaign is aimed at bringing public knowledge to the growing obesity epidemic offering information on prevention, education, research and treatment.

The walk is a partnership between the Obesity Action Coalition (OAC) and Franciscan Health System. Franciscan Health System provides a comprehensive weight management program offering lifestyle behavior modification classes, medically supervised weight management and weight loss surgery.

Partnering with the (OAC) provides an opportunity for community education and awareness of a disease that impacts one in four Americans. It is estimated that more than 93 million Americans are obese, with that number predicted to rise to 120 million in the next five years.

For more information, visit: <http://www.obesityaction.org>

By participating in the National Walk from Obesity Day, you will greatly enhance the efforts of Franciscan Health System’s mission of creating healthier communities.

Please join in and help us spread the word. Your support will send a clear message to the people of Tacoma, WA that protecting their health is important to them, their families, and their communities.

Sincerely,

Anita Beninger

Franciscan Health System

Community Health Promotion Specialist



NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 5a

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 7/29/08

ATR

TO: MOLLY TOWSLEE, CITY CLERK

RE: ASSUMPTION
From HARBOR BRIX 25 INC.
Dba BRIX 25 RESTAURANT

APPLICANTS:
ISEMAN, INC.

ISEMAN, PATRICIA JEAN
1950-12-03

License: 074950 - 1U County: 27
UBI: 601-181-656-001-0003
Tradename: BRIX 25
Loc Addr: 7707 PIONEER WAY
GIG HARBOR WA 98335-1132

Mail Addr: C/O KRISTEN CUMMINS
5780 SW 44TH ST
PORT ORCHARD WA 98367-7431

Phone No.: 253-307-6056 PATRICIA JEAN ISEMAN

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

Notice to local authorities: The purpose of this attachment is to provide further information to you regarding the type of business being practiced at the proposed location. This is a pilot program still in the testing stage. If you have any questions or concerns, please contact Sharon A. Hendricks, Manager at (360) 664-1619 or e-mail sah@liq.wa.gov.

Liquor License No.: 074950-1U

Trade name: BRIX 25

(S/B/W only)

SPIRITS/BEER/WINE RESTAURANT QUESTIONS:

- ✦ What is the primary focus of your business? **Food and Drink**
- ✦ What will your business hours be? **5PM – 10PM Monday - Sunday**
- ✦ During what times/days do you plan on offering full meal service? **5PM – 10PM Monday - Sunday**
- ✦ If you are going to have any entertainment, describe what types of entertainment you are planning to provide? **no**
- ✦ On what days and times do you intend to provide this entertainment? **n/a**
- ✦ Will the entertainment be live or recorded? **n/a** Will it be amplified? **n/a**
- ✦ Will your business have a dance floor, stage or other type of entertainment area? **n/a**
- ✦ Will persons under 21 years of age be allowed in the restaurant portion of your premises? **Yes** (*If minor restriction is requested inform the applicant that: "The minor restriction includes employees as well as customers."*)

(If Service Bar wants any added activities their fees will automatically be increased from \$1,000 to \$1,600.)

- ✦ Do you intend to restrict minors from any portion of your premises? **Yes** If so, during what times and in what portions of the premises? **Lounge**
 - ✦ Will a cover charge or an admission fee be charged for entry into your business? **no**
-



Washington State Liquor Control Board

PO Box 43099
Olympia WA 98504-3098

July 29, 2008

Commitment Letter

STEPHEN JOSEPH DREILING
DSF ENTERPRISES, INC
804 122ND STREET COURT NW
GIG HARBOR WA 98332-9639

UBI #: 602-736-645-001-0002
License #: 403158-1U
Trade Name: KIMBALL ESPRESSO GALLERY

The Board has granted a conditional approval to January 28, 2009 for the following license type, **BEER/WINE REST - BEER/WINE**

This letter is not an authorization to sell alcohol.

To obtain final approval you must complete the following conditions:

- Submit a signed copy of the Assignment of Lease as Collateral Security along with a copy of the signed promissory note.
- Submit a signed copy of the Lessor's Consent to Assignment of Lease as Collateral Security.

When these conditions have been completed to the satisfaction of the Board or its staff, your license will be issued. Any new information or circumstances, which come to our attention, may result in further investigation, administrative closure or denial of your application.

JOY ROSADO

JOY ROSADO
Liquor License Investigator
(360) 664-1608

cc: Bremerton Enforcement Office
Mayor of Gig Harbor
File

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

August 5, 2008

SPECIAL OCCASION # 093413

GIG HARBOR FILM FESTIVAL
4415 TOWHEE DR NW
GIG HARBOR WA 98332

DATE: SEPTEMBER 13, 2008

TIME: 2 PM TO 11 PM

PLACE: ENCLOSED AREA AT CITY PARK, 3207 HARBORVIEW DR, GIG HARBOR
Skansie Bros.

CONTACT: ANGIE PICCHI 253-853-5941

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
* License to sell wine on a specific date for consumption at a specific place.
* Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
* Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

- 1. Do you approve of applicant? YES [checked] NO
2. Do you approve of location? YES [checked] NO
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

OPTIONAL CHECK LIST

EXPLANATION

Table with 3 columns: Item, Explanation, and Yes/No response. Includes rows for Law Enforcement, Health & Sanitation, Fire/Building/Zoning, and Other.

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



Internal Departmental Communication Gig Harbor Police Department

To: Mr. Karlinsey
From: Lt. Colberg
Subject: Gig Harbor Film Festival
Date: August 7, 2008

Sir:

I have been in contact with a Mrs. Marty Thacker, who is the coordinator for the Gig Harbor Film Festival. We have been discussing the logistics of the upcoming event on September 14th. As you are aware, the film festival has applied for a liquor permit. To my knowledge this request has never been made in the past. More than likely, the council will debate the issue and if approved initiate criteria for future requests.

Mrs. Thacker has agreed to hire two off duty Police Officers to work the event. The "wine bar" will be open from 4pm to 730pm. One officer will be working the specific vicinity of the "wine bar" and the second officer will be assigned to the road closure. I will be requesting additional staffing using Reserve Police Officers and possibly Police Explorers. Mrs. Thacker has assured me that the bartender will be a professional bartender from the Canterwood development.

With the presence of uniformed officers, potential problems will be immediately addressed. If you or the council has questions or concerns, please contact me.

Thank You,

A handwritten signature in black ink, appearing to read "Will Colberg".

William L. Colberg Lt.



Subject: Resolution – Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 759 to Surplus a 1997 Chevrolet 3500 Truck, and a Meyer Snow Plow – Model C8 that goes with the truck.

Dept. Origin: Public Works-Operations

Prepared by: Marco Malich
Public Works Superintendent

For Agenda of: August 11, 2008

Exhibits: Resolution No. 759

Initial & Date

Concurred by Mayor:

CUT 8/6/08

Approved by City Administrator:

MBK 8/5/08

Approved as to form by City Atty:

Approved by Finance Director:

DF 8/7/08

Approved by Department Head:

DA 8/1/08

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

INFORMATION / BACKGROUND

Staff requests authorization to surplus the following equipment: One 1997 Chevrolet 3500 Truck, Serial #1GCHK34F4VF020155/Asset ID #1099, and one Meyer Snow Plow, Model #C8, Part #09286. This resolution is required to surplus this equipment and send it to auction.

The 1997 Chevrolet 3500 truck #1048 was replaced this year with a new Ford F350. The Chevrolet was replaced because it met our criteria for replacement based on it having over 100,000 miles and being over 10 years old. It also currently has some mechanical issues.

The Meyers snow plow is obsolete and won't fit on any of our current trucks. The cost to retrofit it doesn't make economic sense.

FISCAL CONSIDERATION

Proceeds from the auctioning of these items will go to the general fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 759 to Surplus a 1997 Chevrolet 3500 Truck, and a Meyer Snow Plow – Model C8 that goes with the truck.

RESOLUTION NO. 759

**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:

	EQUIPMENT		SERIAL / Asset ID number	Mileage
1	1997 Chevrolet 3500 Truck		1GCHK34F4VF020155	111,675
2	Meyer Snow Plow – Model C8		Part #09286	N/A
3				
4				

PASSED ON THIS 11th day of August, 2008.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 07/28/08
PASSED BY THE CITY COUNCIL: 08/11/08
RESOLUTION NO. 759



Subject: Kenneth Leo Marvin Veterans Memorial Park (CPP 0814) & 50th Street Court Improvements, Phase 1 (CSP 0806)
– Construction Award

Dept. Origin: Public Works
Prepared by: Emily Appleton
Senior Engineer

For Agenda of: August 11, 2008

Exhibits: Exhibit A –Site Plan

Proposed Council Action: Authorize the award and execution of a contract with Stan Palmer Construction, Inc. in their low bid amount of \$989,154.88 for construction of the KLM Veterans Memorial Park (CPP-0814) and the 50th Street Court Improvements Project Phase 1 (CSP-0806).

	Initial & Date
Concurred by Mayor:	<u>CLH 8/7</u>
Approved by City Administrator:	<u>RJK 8/7</u>
Approved as to form by City Atty:	
Approved by Finance Director:	<u>DR 8/7/08</u>
Approved by Department Head:	<u>RJK 8/1/08</u>

Expenditure	Amount	Appropriation
Required \$1,038,654.88	Budgeted \$1,850,000.00	Required \$0

INFORMATION / BACKGROUND

This project includes construction of a dual-purpose soccer/baseball field, play toy structure, on-site parking, benches, open spaces, paths and trails at the “Kenneth Leo Marvin (KLM) Veterans Memorial Park”. It also includes improvements to the adjacent city street, 50th Street Court along the park frontage. These improvements include curb and gutter, on-street parking, sewer and water, pervious concrete sidewalk and pervious asphalt. This project consists of the construction of phase 1 of the budgeted street improvements. 50th Street Improvements Phase 2 will connect 50th Street from the KLM Veterans Park parking lot entrance westerly to 38th Street and is anticipated to be constructed in 2009.

Four contractors submitted sealed bids on July 16, 2008. The results are shown in the table below. Upon review of the bids submitted, staff recommends that the contract include Additive Alternates No. 4 and No. 5. Stan Palmer Construction, Inc. was determined to be the lowest responsible bidder, with a total bid in the amount of \$ 989,154.88.

Bid Results

	Bidder Name	Total Bid Amount (including Alt. #4 & #5)
1	Stan Palmer Construction, Inc.	\$ 989,154.88
2	Construct Co.	\$1,174,474.87
3	Harlow Construction	\$1,240,737.04
4	Nova Construction	\$1,318,113.83

FISCAL CONSIDERATION

The 2008 Budget has allocated \$900,000 in the Park Development Fund (Objective No. 4) and \$950,000 in the Street Capital Fund (Objective No. 6) for this project for a total budgeted amount of \$1,850,000. The City has received a \$300,000 Recreation and Conservation Office (RCO), WWRP – Local Parks grant to pay for a portion of the park project.

BOARD OR COMMITTEE RECOMMENDATION

This item was presented at the Operations and Public Works Committee meeting on July 17, 2008 and the committee was informed of the apparent low bid. The committee recommended award to the lowest responsible bidder.

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of a contract with Stan Palmer Construction, Inc. in their low bid amount of \$989,154.88 for construction of the KLM Veterans Memorial Park (CPP-0814) and the 50th Street Court Improvements Project Phase 1 (CSP-0806).

**Kenneth Leo Marvin Veterans Memorial Park (CPP-0814) &
50th Street Ct Improvements Project Phase I (CSP-0806)**

CONSTRUCTION SERVICES CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of August, 2008, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Stan Palmer Construction Company, a corporation organized under the laws of the State of Washington located and doing business at 5107 State Hwy 3 SW, Port Orchard, WA 98367, hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to provides for the development of a park on a 6.76-acre parcel of land owned by the City of Gig Harbor. Project plans include, benches, paths and trails, open spaces, a play toy structure, on-site parking, and a youth dual-purpose soccer and baseball field in addition to roadway improvements that include pervious asphalt, pervious concrete sidewalk, curb and gutter, sewer and water connections and other work, all in accordance with the attached Contract Plans, these Special Provisions, and the Standard Specifications and shall perform any changes in the work, all in full compliance with the contract documents entitled "Kenneth Leo Marvin Veterans Memorial Park (CPP-0814) & 50th Street Ct Improvements Project Phase I (CSP-0806)", 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 Nine Hundred Eighty-Nine Thousand, One Hundred Fifty-Four Dollars and Eighty-Eight Cents (\$989,154.88), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. 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. All physical contract work shall be completed not later than fifty (50) working days after the date the Notice to Proceed is issued.
3. The Contractor agrees to pay the City the sum of \$2,967.46 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers' Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000 Each Accident
\$1,000,000 Disease - Policy Limit
\$1,000,000 Disease - Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass through the work with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks, and paths within the project limits, keeping them open, and in good, clean, safe condition at all times. Deficiencies caused by the Contractor's operations shall be repaired at the Contractor's expense. Deficiencies not caused by the Contractor's operations shall be repaired by the Contractor when directed by the Engineer, at the Contracting Agency's expense. The Contractor shall also maintain roads, streets, sidewalks, and paths adjacent to the project limits when affected by the Contractor's operations. Snow and ice control will be performed by the Contracting Agency on all projects. Cleanup of snow and ice control debris will be at the Contracting Agency's expense. The Contractor shall perform the following:

1. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
2. Keep existing traffic signal and highway lighting systems in operation as the work proceeds. (The Contracting Agency will continue the route maintenance on such system.)
3. Maintain the striping on the roadway at the Contracting Agency's expense. The Contractor shall be responsible for scheduling when to renew striping, subject to the approval of the Engineer. When the scope of the project does not require



Subject: Kenneth Leo Marvin Veterans Memorial Park & 50th Street Court Improvements, Phase 1 Materials Testing Services Contract

Dept. Origin: Public Works Department

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

For Agenda of: August 11, 2008

Exhibits: Consultant Services Contract

Proposed Council Action: Authorize the award and execution of a consultant services contract for the Kenneth Leo Marvin Veterans Memorial Park & 50th Street Court Improvements, Phase 1 with Construction Testing Laboratories, Inc., for construction materials testing services in an amount not to exceed seven thousand five hundred ninety-five dollars and no cents (\$7,595.00).

Concurred by Mayor: *CLH 8/7/08*
Approved by City Administrator: *PKK 8/7/08*
Approved as to form by City Atty: *CR 8/7/08*
Approved by Finance Director: *DR 8/7/08*
Approved by Department Head: *DR 8/1/08*

Expenditure Required	\$7,595.00	Amount Budgeted	\$1,850,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

This project includes construction of open spaces, a play toy structure, on-site parking, a dual-purpose soccer/baseball field, benches, paths and trails at city park "Kenneth Leo Marvin (KLM) Veterans Memorial Park". It also includes improvements to the adjacent city street, 50th Street Court. These improvements involve curb and gutter, sewer and water, pervious concrete sidewalk and pervious asphalt. This work consists of phase 1 of the park and street improvements. The proposed consultant services contract is for the materials testing of the soils and asphalt and concrete placement and compaction associated with this project.

FISCAL CONSIDERATION

The funding sources for this project are the City's Street Capital budget (item #6) and the City's Park Development budget (item #4).

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of a consultant services contract for the 2008 Water Main Improvement Project with Construction Testing Laboratories, Inc. for construction materials testing services in an amount not to exceed seven thousand five hundred ninety-five dollars and no cents (\$7,595.00).

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

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 KLM Veterans Park (CPP-0814) & 50th Street Improvements (CSP-0806) 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 July 7, 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 seven thousand five hundred ninety-five dollars and no cents (\$7,595.00) 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 December 31, 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" Street, 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 1st day of August, 2008.

CONSULTANT

CITY OF GIG HARBOR

By: [Signature]
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT:
Construction Testing Laboratories, Inc.
ATTN: Dennis Smith, Manager
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 LOYD DETTERICH 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 CEO of CONST. TESTING LABS, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/7/08

Christina Myers

Christina Myers
(print or type name)

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

Steilacoom

My Commission expires: 3-1-10

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: _____

EXHIBIT A

SCOPE OF WORK & ESTIMATED HOURS AND FEES

CONSTRUCTION TESTING LABORATORIES, INC.



1202 East "D" Street, Suite 101, Tacoma, WA 98421
 TEL # (253) 383-8778 / FAX # (253) 383-2231
 website: www.ctlwa.com

July 7, 2008

CITY OF GIG HARBOR

3510 Grandview Street
 Gig Harbor, WA 98335
 ATTN: Jeffrey Olsen
 EMAIL: OlsenJ@cityofgigharbor.net

REF: **KLM Veterans Park & 50th Street Improvements**
 Inspection & Testing Services

Dear Mr. Olsen:

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.

We are currently providing similar services for the Combined Arms Collective Training Facility; as well as miscellaneous projects throughout Fort Lewis.

We have provided similar services for such projects as the Tacoma Dome, Tacoma Sheraton Hotel, Tacoma Financial Center, Frank Russell Building, Remann Hall, and Intel in DuPont.

Projects in DuPont Domtar Gypsum Plant, Pierce County Detention Center in Tacoma, Simpson Kraft, Masushita Semiconductor Plant in Puyallup and numerous projects for the Port of Tacoma, Puget Sound Energy and for the Western Washington school districts.

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	\$	52.00/hr
• In-Place Density Tests.....		NO CHARGE
• Maximum Density-Optimum Moisture Determination Analysis.....	\$	175.00/ea
• Sieve Analysis (Coarse & Fine Washed / C-117, C-136).....	\$	150.00/ea
• Sand Equivalent (D-2419).....	\$	85.00/ea

CONCRETE

• Concrete Technician	\$	49.00/hr
• Compressive Strength Cylinders.....	\$	18.00/ea

ASPHALTIC CONCRETE:

• Asphalt Technician (Inspector).....	\$	52.00/hr
• In-Place Density Tests (Nuclear).....		NO CHARGE
• Extraction-Gradation Tests (C-117).....	\$	180.00/ea

CLIENT: CITY OF GIG HARBOR ATTN: Jeffrey Olsen
 PROPOSAL: 05 / 2008 FEE SCHEDULE
 DATE PROCESSED: May 14 2008



CONSTRUCTION TESTING LABORATORIES, INC.



1202 East "D" Street, Suite 101, Tacoma, WA 98421
 TEL # (253) 383-8778 / FAX # (253) 383-2231
 website: www.ctlwa.com

July 7, 2008

REF: KLM Veterans Memorial Park & 50th St. Improvement
 Inspection & Testing Services

- Marshall Test (per specimen)..... \$ 450.00/ea
- Maximum Theoretical Density (Rice)..... \$ 110.00/ea

MILEAGE:

- Mileage..... \$ NO CHARGE

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 18:00 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).

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.

TYPE OF INSPECTION & TESTING	ESTIMATED COST
CONCRETE INCLUDES LIGHT STANDARD BASES, CURB & GUTTER AND BACKSTOP FOOTING:	
Approx. 36 hrs compaction testing	\$ 1,764 00
Approx. 40 ea Test Cylinders	\$ 680 00
ESTIMATED CONCRETE:	\$ 2,444 00
SOILS INCLUDES TOP SOIL MIXES:	
Approx. 33 hrs compaction testing	\$ 1,716 00
3 ea Maximum Density-Optimum Moisture Analysis.....	\$ 525 00
8 ea Maximum Density-Optimum Moisture Analysis.....	\$ 1,200 00
ESTIMATED SOILS:	\$ 3,441 00
ASPHALTIC CONCRETE:	
Approx. 20 hrs testing.....	\$ 1,040 00
2 ea Extraction/Gradation.....	\$ 450 00
2 ea Rice Value.....	\$ 220 00
ESTIMATED ASPHALT:	\$ 1,710 00
TOTAL ESTIMATED COST:	\$ 7,595 00

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,
 Construction Testing Laboratories, Inc. (CTL)

Dennis M. Smith
 Manager
 e-mail: dennis@ctlwa.com
 cell # 253-732-7575
 DMS /caa
 cc: FILE

CLIENT: CITY OF GIG HARBOR ATTN: Jeffrey Olsen
 PROPOSAL: 05 / 2008 FEE SCHEDULE
 DATE PROCESSED: May 14 2008



Subject: (CSP 0813) Harborview / Judson Street Improvements Project – Contract Amendments No. 1 and 2 with CTS Engineers

Dept. Origin: Public Works

Prepared by: Emily Appleton *EA 8/1/08*

For Agenda of: August 11, 2008

Exhibits: First and Second Amendment to Consultant Services Contract

Initial & Date

Concurred by Mayor: *CLH 8/7*

Approved by City Administrator: *PAK 8/7*

Approved as to form by City Atty: _____

Approved by Finance Director: *DR 8/1/08*

Approved by Department Head: *DR 8/1/08*

Proposed Council Action:

Authorize Contract Amendments No. 1 and 2 to the Consultant Services Contract with CTS Engineers for an amount not to exceed \$25,557

Expenditure	Amount	Appropriation
Required \$25,557	Budgeted \$1,150,000	Required \$0

INFORMATION / BACKGROUND

The City retained CTS Engineers to provide the conceptual streetscape design from Harborview Drive from Soundview Drive to Austin Street and Judson Street, Uddenberg Lane and Stanich Street and to prepare construction plans specifications and estimates for Phase I of the project for an amount not to exceed \$399,841.

Contract Amendment No. 1: The initial contract included field surveying and mapping of the corridors where the project improvements are contemplated. After execution of the original contract, the City requested the completion of survey work in the street-end area in the vicinity of “The Tides Tavern” restaurant in addition to the survey work authorized by the original contract. CTS Engineers agreed to perform the additional survey work for an amount not to exceed \$2,136.

Contract Amendment No. 2: The initial contract included field surveying and mapping of the corridors where the project improvements are contemplated. During completion of the surveying work, CTS discovered conflicting record evidence and minimal field evidence along Harborview Drive from Novak Street to North Harborview Drive. As a result, the centerline of Harborview Drive cannot be confidently established in this vicinity of Harborview Drive. At the request of the City, CTS Engineers submitted a proposal to perform additional research, field work (including placing monuments) and the filing of a Record of Survey consistent with RCW 58.09 for an amount not to exceed \$23,421.

Upon approval of Contract Amendments No. 1 and 2 totaling \$25,557, and the revised total contract amount with CTS Engineers will be \$425,398.

FISCAL CONSIDERATION

The funding sources for this contract amendment are the City's Street Capital budget (items #8 Judson/Uddenberg project - \$850,000 and #11 Harborview Drive project - \$300,000).

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize Contract Amendments No. 1 and 2 to the Consultant Services Contract with CTS Engineers for an amount not to exceed \$25,557.

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CTS Engineers**

THIS FIRST AMENDMENT is made to the AGREEMENT, dated April 14, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and CTS Engineers, a corporation organized under the laws of the State of Washington, located and doing business at 1412 – 112th Avenue, Ste 102, Bellevue, Washington 98004 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the conceptual streetscape design for Harborview Drive from Soundview Drive to Austin Street; as well as Judson Street, Uddenberg Lane and Stanich Street along with the preparation of construction plans, specifications and estimates for Harbor view Drive between Soundview Drive and Novak Street; as well as Judson Street, Uddenberg Lane and Stanich Street 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 April 14, 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 B dated July 25, 2008** to the Amendment in the amount of two thousand, one hundred thirty-six dollars and no cents (\$2,136.00). 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 September 1, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

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 _____ day of _____, 200__.

THE CITY OF GIG HARBOR

By: Barry S. Knight
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
CTS Engineers
Attn: Barry Knight, P.E., President and CEO
1412 – 112th Avenue NE, Ste 102
Bellevue, Washington 98004
(425) 455-7622

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

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

Dated: 29 July 2008

Debra J Bair

DEBRA J BAIR

(print or type name)

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

REDMOND

My Commission expires: 12-15-09



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A

SCOPE OF WORK

***ADDITIONAL SURVEY & MAPPING WORK FOR HARBORVIEW DRIVE AND
JUDSON STREET IMPROVEMENTS
GIG HARBOR, WA***

BACKGROUND

CTS Engineers is currently working for the City of Gig Harbor preparing designs for improvements along Harborview Drive, from Soundview Drive to the south and Austin Street to the north, including the Austin Street/North Harborview Drive loop around Donkey Creek Park. The work also includes improvements to Judson Street, Uddenberg Lane and Stanich Lane.

The initial tasks included field survey and mapping of the entire corridors where the improvements are anticipated, and CTS Engineers completed this work in May 2008. At one of the initial coordination meetings, the City requested additional survey work at "The Tides" restaurant, an area not included in the original Scope of Work. It was agreed that this would be considered as additional work.

SUPPLEMENTAL SCOPE OF WORK

Task 2.3 Supplemental Survey & Mapping Work at "The Tides": This work shall include completing a topographic survey of the area in front of "The Tides" restaurant for inclusion on the base maps being prepared for the overall project.

CTS Engineers

Harborview Drive & Judson Street Improvements

Gig Harbor, WA

Additional Survey Work at "The Tides" Restaurant

A. SUMMARY ESTIMATED PERSON-HOUR COSTS

	Person-Hours		Rate	=	Raw Labor Cost
Project Manager	1	@	\$61.38	=	\$61
Survey Manager	3	@	\$44.73	=	\$134
Senior Party Chief	6	@	\$29.00	=	\$174
Instrument Operator	6	@	\$18.25	=	\$110
Senior CAD Tech.	8	@	\$26.00	=	\$208
RAW LABOR COST	24			=	\$687

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost	x	Approved Rate		=	
\$687		182.62%			\$1,255

C. NET FEE

Total Raw Labor & Overhead		NET FEE		=	
\$1,942	x	10.00%			\$194

TOTAL	=	\$2,136
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** See attached Subconsultant's Summary

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CTS Engineers**

THIS SECOND AMENDMENT is made to the AGREEMENT, dated April 14, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and CTS Engineers, a corporation organized under the laws of the State of Washington, located and doing business at 1412 – 112th Avenue, Ste 102, Bellevue, Washington 98004 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the conceptual streetscape design for Harborview Drive from Soundview Drive to Austin Street; as well as Judson Street, Uddenberg Lane and Stanich Street along with the preparation of construction plans, specifications and estimates for Harbor view Drive between Soundview Drive and Novak Street; as well as Judson Street, Uddenberg Lane and Stanich Street 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 April 14, 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 B dated July 25, 2008** to the Amendment in the amount of twenty-three thousand, four hundred twenty-one dollars and no cents (\$23,421.00). 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 January 1, 2009; provided however, that additional time shall be granted by the City for excusable days or extra work.

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 _____ day of _____, 200__.

THE CITY OF GIG HARBOR

By: Barry S. Knight
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
CTS Engineers
Attn: Barry Knight, P.E., President and CEO
1412 – 112th Avenue NE, Ste 102
Bellevue, Washington 98004
(425) 455-7622

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: 29 July 2008

Debra J Bair

DEBRA J BAIR

(print or type name)

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

REDMOND

My Commission expires: 12-15-09



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A

SCOPE OF WORK

***RECORD OF SURVEY FOR HARBORVIEW DRIVE
GIG HARBOR, WA***

BACKGROUND

CTS Engineers is currently working for the City of Gig Harbor preparing designs for improvements along Harborview Drive, from Soundview Drive to the south and Austin Street to the north, including the Austin Street/North Harborview Drive loop around Donkey Creek Park. The work also includes improvements to Judson Street, Uddenberg Lane and Stanich Lane.

The initial tasks included field survey and mapping of the entire corridors where the improvements are anticipated, and CTS Engineers completed this work in May 2008. As part of this task, it was necessary to examine numerous records of survey to establish the centerline right-of-way for the Harborview Drive alignment. CTS found several areas where there was not enough record evidence to confidently determine the centerline, as established and accepted by others, based on the 1948 Plat prepared by Guy Wheeler. Most of the 35 recorded surveys used made reference to that document, and CTS's survey work is in agreement with these surveys for almost everything southeast of Novak Street. CTS also found record evidence agreeing with the rebar and caps found along the non-monumented circular route that includes Austin Street and Front Street to the north. It is between these two areas that there are conflicting records and minimal field evidence. At this point, there is conflicting information of up to more than 12 feet for the location of the tangent position of Harborview Drive. In this area the Wheeler Plat is a little unclear as well.

SUPPLEMENTAL SCOPE OF WORK

Task 2.4 Prepare Record of Survey for Harborview Drive:

The work involved in this task includes additional research; field time for recovering and tying found corners and placing the final monuments; and completing the Record of Survey to be filed with Pierce County, which will need to document the discrepancies found.

As the centerline right-of-way and the painted centerline in this area are not necessarily congruent with one another, the CONSULTANT will research the road construction documents and look for more evidence of property corners to prove the establishment.

Once all the evidence is weighed for accepting the alignment, a Record of Survey will be filed consistent with RCW 58.09 for the portion in question. This portion is defined as "that portion from Novak Street northwesterly along Harborview Drive to North Harborview Drive".

The CONSULTANT will place brass surface monuments at the primary points (Points of curvature, tangency and intersections) along the accepted solution, reflecting their positions on the Record of Survey. If necessary, the CITY will assist the CONSULTANT in acquiring title reports for a few of the properties that abut the right-of-way.

The horizontal datum for the project will be shown using State Plane South Zone coordinates.

EXHIBIT B

CTS Engineers

Harborview Drive & Judson Street Improvements

Gig Harbor, WA

Proposed Record of Survey for Centerline of Harborview Drive

A. SUMMARY ESTIMATED PERSON-HOUR COSTS

	Person-Hours		Rate	=	Raw Labor Cost
Survey Manager	66	@	\$44.73	=	\$2,952
Senior Party Chief	50	@	\$29.00	=	\$1,450
Instrument Operator	50	@	\$18.25	=	\$913
Senior CAD Tech.	84	@	\$26.00	=	\$2,184
RAW LABOR COST	250			=	\$7,499

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost	x	Approved Rate	=	
\$7,499		182.62%		\$13,694

C. NET FEE

Total Raw Labor & Overhead		NET FEE	=	
\$21,193	x	10.00%		\$2,119

D. OUT-OF-POCKET EXPENSE SUMMARY

Filing Fee		\$109
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TOTAL = \$23,421

**Harborview Drive & Judson Street Improvements
PRELIMINARY CONSTRUCTION COST ESTIMATE SUMMARY SHEET**

Segment	Estimated Construction Cost	Notes
Harborview Drive (Excl. Watermain & Sanitary Sewer)	\$2,342,907.40	Includes \$150,000 for edge of Jerisich Park
Harborview Drive (Watermain)	\$370,350.00	
Harborview Drive (Sanitary Sewer)	\$634,652.00	
Judson Street	\$624,245.05	
Uddenberg Lane	\$245,990.80	
Stanich Lane	\$159,852.00	
Harborview Drive (Frontage Improvements at North End)	\$33,550.00	Incomplete. Awaiting selection of preferred alternative
TOTAL	\$4,411,547.25	

Ballpark costs:

Harborview Drive, excluding Jerisich Park \$3.2 million
 Judson, Uddenberg & Stanich \$1.0 million

Harborview Drive & Judson Street Improvements

Preliminary Cost Estimate - Summary

Item	Description	Spec. #	Unit	Quantity	Rate	Total
1	Mobilization	1-09.7	LS			\$401,049.75
2	Traffic Control	1-10	LS			\$160,000.00
3	Clearing & Grubbing	2-01	LS			\$8,000.00
4	Removing Asphalt Conc. Pavement	2-02	SY	10,146	\$6.00	\$60,876.00
5	Removing Cement Conc. Pavement	2-03	SY	2,677	\$15.00	\$40,155.00
6	Removing Cement Conc. Curb and Gutter	2-02	LF	4,985	\$4.00	\$19,940.00
7	Removing Cement Conc. Sidewalk	2-02	SY	2,488	\$15.00	\$37,320.00
8	Removal of Structure and Obstruction	2-02	LS			\$8,500.00
9	Removal of Chain Link Fence	2-02	LF	300	\$6.00	\$1,800.00
10	Sawcutting	2-02	LF	3,980	\$6.00	\$23,880.00
11	Roadway Excavation, Incl. Haul	2-03	CY	2,361	\$15.00	\$35,415.00
12	Unsuitable Foundation Excavation, Incl. Haul	2-03	CY	3,056	\$20.00	\$61,120.00
13	Gravel Borrow, Incl. Haul	2-03	TON	6,095	\$15.00	\$91,425.00
14	Embankment Compaction	2-03	CY	3,497	\$1.50	\$5,245.50
15	Controlled Density Fill	2-09	CY	40	\$140.00	\$5,600.00
16	Crushed Surfacing Base Course	4-04	TON	4,373	\$26.00	\$113,698.00
17	Crushed Surfacing Top Course	4-04	TON	0	\$26.00	\$0.00
18	HMA Cl. 1/2", PG 64-22	5-04	TON	3,385	\$90.00	\$304,650.00
19	Planing Bituminous Pavement	5-04	SY	9,414	\$8.00	\$75,312.00
20	Geosynthetic Retaining Wall	6-14	SF	1,500	\$35.00	\$52,500.00
21	Corrugated Polyethylene Storm Sewer - 8 In. Diam.	7-04	LF	0	\$25.00	\$0.00
22	Corrugated Polyethylene Storm Sewer - 6 In. Diam.	7-04	LF	1,912	\$20.00	\$38,240.00
23	Concrete Inlet	7-05	EA	33	\$1,000.00	\$33,000.00
24	Catch Basin - Type 1	7-05	EA	57	\$1,500.00	\$85,500.00
25	Catch Basin - Type 2, 48 In. Diam.	7-05	EA	0	\$3,000.00	\$0.00
26	Connection to Drainage Structure	7-05	EA	90	\$800.00	\$72,000.00
27	Ductile Iron Pipe for Water Main, 12 In. CL 52, Diam. Incl. Fittings	7-06	LF	1,765	\$90.00	\$158,850.00
28	Ductile Iron Pipe for Water Main, 8 In. Diam. CL 52 Incl. Fittings	7-06	LF	20	\$85.00	\$1,700.00
29	Ductile Iron Pipe for Water Main, 6 In. Diam. CL 52 Incl. Fittings	7-06	LF	25	\$80.00	\$2,000.00
30	Butterfly Valve, 12 In.	7-12	EA	9	\$2,500.00	\$22,500.00
31	Hydrant Assembly	7-14	EA	4	\$5,500.00	\$22,000.00
32	Disassembling Existing Hydrants	7-14	EA	4	\$1,000.00	\$4,000.00
33	Gate Valve, 6 In.	7-14	EA	1	\$1,000.00	\$1,000.00
34	Air Vacuum Release Valve Assembly, 2 In.	7-14	EA	2	\$3,000.00	\$6,000.00
35	Blowoff Assembly, 2 In.	7-14	EA	4	\$3,000.00	\$12,000.00
36	Connection to Existing Water Main	7-14	EA	4	\$1,000.00	\$4,000.00
37	Disinfection, Flushing, Pressure Testing	7-14	LS			\$5,000.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
38	Water Service Line Crossings, 1-inch Type K Copper	7-14	EA	41	\$1,500.00	\$61,500.00
39	Meter Box, 1-In.	7-15	EA	41	\$300.00	\$12,300.00
40	Meter Setter, 1-In.	7-15	EA	41	\$500.00	\$20,500.00
41	Removing Existing Meters & Abandoning Service Lines in-Place	7-15	EA	41	\$200.00	\$8,200.00
42	Imported Bank Run Gravel for Trench Backfill for Watermain	7-15	CY	1,600	\$18.00	\$28,800.00
43	Structure Excavation, Class B, Incl. Haul	2-09	CY	400	\$25.00	\$10,000.00
44	Shoring or Extra Excavation, Class B	2-09	SF	5,400	\$2.00	\$10,800.00
45	PVC Sanitary Sewer Pipe - 16 In. Diam.	7-17	LF	1,125	\$120.00	\$135,000.00
46	PVC Sanitary Sewer Pipe - 12 In. Diam.	7-17	LF	1,175	\$100.00	\$117,500.00
47	PVC Sanitary Sewer Pipe - 6 In. Diam.	7-17	LF	1,040	\$65.00	\$67,600.00
48	Manhole, 48 In. Diam.	7-05	EA	13	\$5,000.00	\$65,000.00
49	Sewer Cleanout	7-17	EA	38	\$500.00	\$19,000.00
50	Removal & Replacement of Unsuitable Material	7-17	CY	167	\$50.00	\$8,350.00
51	Imported Bank Run Gravel for Trench Backfill for Sanitary Sewer	7-17	TON	11,189	\$18.00	\$201,402.00
52	Temporary Water Pollution/Erosion Control	8-01	LS			\$31,000.00
53	Landscaping	8-02	LS			\$165,000.00
54	Irrigation	8-03	LS			\$77,500.00
55	Cement Conc. Traffic Curb & Gutter	8-04	LF	5,913	\$16.00	\$94,608.00
56	Cement Conc. Traffic Curb	8-04	LF	0	\$13.00	\$0.00
57	Mountable Cement Conc. Traffic Curb	8-04	LF	0	\$20.00	\$0.00
58	Cement Conc. Depressed Curb & Gutter	8-04	LF	1,200	\$16.00	\$19,200.00
59	Cement Conc. Driveway Entrance, Type 1	8-06	SY	650	\$60.00	\$39,000.00
60	Raised Pavement Markers, Type 1	8-09	HUND	0	\$250.00	\$0.00
61	Raised Pavement Markers, Type 2	8-09	HUND	2	\$350.00	\$700.00
62	Special Fence at Sidewalk	8-12	LF	300	\$40.00	\$12,000.00
63	Cement Conc. Sidewalk	8-14	SY	2,951	\$36.00	\$106,236.00
64	Pervious Conc. Sidewalk	8-14	SY	1,995	\$45.00	\$89,775.00
65	Cement Conc. Sidewalk Ramp	8-14	EA	49	\$1,200.00	\$58,800.00
66	New 3-Leg Crosswalk	8-14	EA	2	\$45,000.00	\$90,000.00
67	Patching Existing Sidewalk on Upland Side	8-14	LS			\$20,000.00
68	Paving, Planting, etc. at edge of Jerisich Park	8-14	LS			\$150,000.00
69	Special Paving (brick or concrete unit pavers)	8-14	LS			\$270,000.00
70	Mail Drop-off Area	8-14	LS			\$10,000.00
71	Mailbox Support	8-18	EA	28	\$750.00	\$21,000.00
72	Illumination System Improvements	8-20	LS			\$110,000.00
73	Crosswalk In-Pavement Lights	8-20	EA	1	\$20,000.00	\$20,000.00
74	Traffic Signal System Reconstruction at Pioneer Way	8-20	LS			\$20,000.00
75	Permanent Signing	8-21	LS			\$18,000.00
76	Pavement Marking	8-22	LS			\$18,500.00
77	Bollard, Type 1	8-26	EA	80	\$750.00	\$60,000.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
78	Bollard, Type 1 - Lighted	8-26	EA	20	\$1,250.00	\$25,000.00
79	Street Furniture (Benches, trash cans, etc.)	8-27	LS			\$145,000.00
	TOTAL:					\$4,411,547.25

Harborview Drive & Judson Street Improvements

Preliminary Cost Estimate - Harborview Drive (Novak Street to Soundview Drive)

Item	Description	Spec. #	Unit	Quantity	Rate	Total
1	Mobilization	1-09.7	LS			\$304,355.40
2	Traffic Control	1-10	LS			\$80,000.00
3	Clearing & Grubbing	2-01	LS			\$5,000.00
4	Removing Asphalt Conc. Pavement	2-02	SY	8,460	\$6.00	\$50,760.00
5	Removing Cement Conc. Pavement	2-03	SY	2,677	\$15.00	\$40,155.00
6	Removing Cement Conc. Curb and Gutter	2-02	LF	3,800	\$4.00	\$15,200.00
7	Removing Cement Conc. Sidewalk	2-02	SY	1,830	\$15.00	\$27,450.00
8	Removal of Structure and Obstruction	2-02	LS			\$4,000.00
9	Removal of Chain Link Fence	2-02	LF	300	\$6.00	\$1,800.00
10	Sawcutting	2-02	LF	3,455	\$6.00	\$20,730.00
11	Roadway Excavation, Incl. Haul	2-03	CY	1,730	\$15.00	\$25,950.00
12	Unsuitable Foundation Excavation, Incl. Haul	2-03	CY	3,056	\$20.00	\$61,120.00
13	Gravel Borrow, Incl. Haul	2-03	TON	5,654	\$15.00	\$84,810.00
14	Embankment Compaction	2-03	CY	3,056	\$1.50	\$4,584.00
15	Controlled Density Fill	2-09	CY	40	\$140.00	\$5,600.00
16	Crushed Surfacing Base Course	4-04	TON	3,256	\$26.00	\$84,656.00
17	Crushed Surfacing Top Course	4-04	TON	0	\$26.00	\$0.00
18	HMA Cl. 1/2", PG 64-22	5-04	TON	2,500	\$90.00	\$225,000.00
19	Planing Bituminous Pavement	5-04	SY	4,309	\$8.00	\$34,472.00
20	Geosynthetic Retaining Wall	6-14	SF	900	\$35.00	\$31,500.00
21	Corrugated Polyethylene Storm Sewer - 8 In. Diam.	7-04	LF	0	\$25.00	\$0.00
22	Corrugated Polyethylene Storm Sewer - 6 In. Diam.	7-04	LF	1,260	\$20.00	\$25,200.00
23	Concrete Inlet	7-05	EA	20	\$1,000.00	\$20,000.00
24	Catch Basin - Type 1	7-05	EA	43	\$1,500.00	\$64,500.00
25	Catch Basin - Type 2, 48 In. Diam.	7-05	EA	0	\$3,000.00	\$0.00
26	Connection to Drainage Structure	7-05	EA	63	\$800.00	\$50,400.00
27	Ductile Iron Pipe for Water Main, 12 In. CL 52, Diam. Incl. Fittings	7-06	LF	1,765	\$90.00	\$158,850.00
28	Ductile Iron Pipe for Water Main, 8 In. Diam. CL 52 Incl. Fittings	7-06	LF	20	\$85.00	\$1,700.00
29	Ductile Iron Pipe for Water Main, 6 In. Diam. CL 52 Incl. Fittings	7-06	LF	25	\$80.00	\$2,000.00
30	Butterfly Valve, 12 In.	7-12	EA	9	\$2,500.00	\$22,500.00
31	Hydrant Assembly	7-14	EA	4	\$5,500.00	\$22,000.00
32	Disassembling Existing Hydrants	7-14	EA	4	\$1,000.00	\$4,000.00
33	Gate Valve, 6 In.	7-14	EA	1	\$1,000.00	\$1,000.00
34	Air Vacuum Release Valve Assembly, 2 In.	7-14	EA	2	\$3,000.00	\$6,000.00
35	Blowoff Assembly, 2 In.	7-14	EA	4	\$3,000.00	\$12,000.00
36	Connection to Existing Water Main	7-14	EA	4	\$1,000.00	\$4,000.00

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Item	Description	Spec. #	Unit	Quantity	Rate	Total
37	Disinfection, Flushing, Pressure Testing	7-14	LS			\$5,000.00
38	Water Service Line Crossings, 1-inch Type K Copper	7-14	EA	41	\$1,500.00	\$61,500.00
39	Meter Box, 1-In.	7-15	EA	41	\$300.00	\$12,300.00
40	Meter Setter, 1-In.	7-15	EA	41	\$500.00	\$20,500.00
41	Removing Existing Meters & Abandoning Service Lines in-Place	7-15	EA	41	\$200.00	\$8,200.00
42	Imported Bank Run Gravel for Trench Backfill for Watermain	7-15	CY	1,600	\$18.00	\$28,800.00
43	Structure Excavation, Class B, Incl. Haul	2-09	CY	400	\$25.00	\$10,000.00
44	Shoring or Extra Excavation, Class B	2-09	SF	5,400	\$2.00	\$10,800.00
45	PVC Sanitary Sewer Pipe - 16 In. Diam.	7-17	LF	1,125	\$120.00	\$135,000.00
46	PVC Sanitary Sewer Pipe - 12 In. Diam.	7-17	LF	1,175	\$100.00	\$117,500.00
47	PVC Sanitary Sewer Pipe - 6 In. Diam.	7-17	LF	1,040	\$65.00	\$67,600.00
48	Manhole, 48 In. Diam.	7-05	EA	13	\$5,000.00	\$65,000.00
49	Sewer Cleanout	7-17	EA	38	\$500.00	\$19,000.00
50	Removal & Replacement of Unsuitable Material	7-17	CY	167	\$50.00	\$8,350.00
51	Imported Bank Run Gravel for Trench Backfill for Sanitary Sewer	7-17	TON	11,189	\$18.00	\$201,402.00
52	Temporary Water Pollution/Erosion Control	8-01	LS			\$20,000.00
53	Landscaping	8-02	LS			\$80,000.00
54	Irrigation	8-03	LS			\$35,000.00
55	Cement Conc. Traffic Curb & Gutter	8-04	LF	3,210	\$16.00	\$51,360.00
56	Cement Conc. Traffic Curb	8-04	LF	0	\$13.00	\$0.00
57	Mountable Cement Conc. Traffic Curb	8-04	LF	0	\$20.00	\$0.00
58	Cement Conc. Depressed Curb & Gutter	8-04	LF	1,200	\$16.00	\$19,200.00
59	Cement Conc. Driveway Entrance, Type 1	8-06	SY	450	\$60.00	\$27,000.00
60	Raised Pavement Markers, Type 1	8-09	HUND	0	\$250.00	\$0.00
61	Raised Pavement Markers, Type 2	8-09	HUND	1	\$350.00	\$350.00
62	Special Fence at Sidewalk	8-12	LF	300	\$40.00	\$12,000.00
63	Cement Conc. Sidewalk	8-14	SY	1,280	\$36.00	\$46,080.00
64	Pervious Conc. Sidewalk	8-14	SY	1,995	\$45.00	\$89,775.00
65	Cement Conc. Sidewalk Ramp	8-14	EA	22	\$1,200.00	\$26,400.00
66	New 3-Leg Crosswalk	8-14	EA	0	\$45,000.00	\$0.00
67	Patching Existing Sidewalk on Upland Side	8-14	LS			\$20,000.00
68	Paving, Planting, etc. at edge of Jerisich Park	8-14	LS			\$150,000.00
69	Special Paving (brick or concrete unit pavers)	8-14	LS			\$240,000.00
70	Mail Drop-off Area	8-14	LS			\$0.00
71	Mailbox Support	8-18	EA	20	\$750.00	\$15,000.00
72	Illumination System Improvements	8-20	LS			\$30,000.00
73	Crosswalk In-Pavement Lights	8-20	EA	1	\$20,000.00	\$20,000.00
74	Traffic Signal System Reconstruction at Pioneer Way	8-20	LS			\$20,000.00
75	Permanent Signing	8-21	LS			\$7,500.00

Consent Agenda - 9

Item	Description	Spec. #	Unit	Quantity	Rate	Total
76	Pavement Marking	8-22	LS			\$6,000.00
77	Bollard, Type 1	8-26	EA	80	\$750.00	\$60,000.00
78	Bollard, Type 1 - Lighted	8-26	EA	20	\$1,250.00	\$25,000.00
79	Street Furniture (Benches, trash cans, etc.)	8-27	LS			\$75,000.00
	TOTAL:					\$3,347,909.40

Harborview Drive & Judson Street Improvements

Preliminary Cost Estimate - Harborview Drive Frontage Improvements near N. Harborview Drive

Item	Description	Spec. #	Unit	Quantity	Rate	Total
1	Mobilization	1-09.7	LS			\$3,050.00
2	Traffic Control	1-10	LS			\$10,000.00
3	Clearing & Grubbing	2-01	AC			\$0.00
4	Removing Asphalt Conc. Pavement	2-02	SY		\$6.00	\$0.00
5	Removing Cement Conc. Pavement	2-03	SY		\$15.00	\$0.00
6	Removing Cement Conc. Curb and Gutter	2-02	LF		\$4.00	\$0.00
7	Removing Cement Conc. Sidewalk	2-02	SY		\$15.00	\$0.00
8	Removal of Structure and Obstruction	2-02	LS			\$500.00
9	Removal of Chain Link Fence	2-02	LF		\$6.00	\$0.00
10	Sawcutting	2-02	LF		\$6.00	\$0.00
11	Roadway Excavation, Incl. Haul	2-03	CY		\$15.00	\$0.00
12	Unsuitable Foundation Excavation, Incl. Haul	2-03	CY		\$20.00	\$0.00
13	Gravel Borrow, Incl. Haul	2-03	TON		\$15.00	\$0.00
14	Embankment Compaction	2-03	CY		\$1.50	\$0.00
15	Controlled Density Fill	2-09	CY		\$140.00	\$0.00
16	Crushed Surfacing Base Course	4-04	TON		\$26.00	\$0.00
17	Crushed Surfacing Top Course	4-04	TON		\$26.00	\$0.00
18	HMA Cl. 1/2", PG 64-22	5-04	TON		\$90.00	\$0.00
19	Planing Bituminous Pavement	5-04	SY		\$8.00	\$0.00
20	Geosynthetic Retaining Wall	6-14	SF		\$35.00	\$0.00
21	Corrugated Polyethylene Storm Sewer - 8 In. Diam.	7-04	LF		\$25.00	\$0.00
22	Corrugated Polyethylene Storm Sewer - 6 In. Diam.	7-04	LF		\$20.00	\$0.00
23	Concrete Inlet	7-05	EA		\$1,000.00	\$0.00
24	Catch Basin - Type 1	7-05	EA		\$1,500.00	\$0.00
25	Catch Basin - Type 2, 48 In. Diam.	7-05	EA		\$3,000.00	\$0.00
26	Connection to Drainage Structure	7-05	EA		\$800.00	\$0.00
27	Ductile Iron Pipe for Water Main, 12 In. CL 52, Diam. Incl. Fittings	7-06	LF		\$90.00	\$0.00
28	Ductile Iron Pipe for Water Main, 8 In. Diam. CL 52 Incl. Fittings	7-06	LF		\$85.00	\$0.00
29	Ductile Iron Pipe for Water Main, 6 In. Diam. CL 52 Incl. Fittings	7-06	LF		\$80.00	\$0.00
30	Butterfly Valve, 12 In.	7-12	EA		\$2,500.00	\$0.00
31	Hydrant Assembly	7-14	EA		\$5,500.00	\$0.00
32	Disassembling Existing Hydrants	7-14	EA		\$1,000.00	\$0.00
33	Gate Valve, 6 In.	7-14	EA		\$1,000.00	\$0.00
34	Air Vacuum Release Valve Assembly, 2 In.	7-14	EA		\$3,000.00	\$0.00
35	Blowoff Assembly, 2 In.	7-14	EA		\$3,000.00	\$0.00
36	Connection to Existing Water Main	7-14	EA		\$1,000.00	\$0.00
37	Disinfection, Flushing, Pressure Testing	7-14	LS			\$0.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
38	Water Service Line Crossings, 1-inch Type K Copper	7-14	EA		\$1,500.00	\$0.00
39	Meter Box, 1-in.	7-15	EA		\$300.00	\$0.00
40	Meter Setter, 1-in.	7-15	EA		\$500.00	\$0.00
41	Removing Existing Meters & Abandoning Service Lines in-Place	7-15	EA		\$200.00	\$0.00
42	Imported Bank Run Gravel for Trench Backfill for Watermain	7-15	CY		\$18.00	\$0.00
43	Structure Excavation, Class B, Incl. Haul	2-09	CY		\$25.00	\$0.00
44	Shoring or Extra Excavation, Class B	2-09	SF		\$2.00	\$0.00
45	PVC Sanitary Sewer Pipe - 16 In. Diam.	7-17	LF		\$120.00	\$0.00
46	PVC Sanitary Sewer Pipe - 12 In. Diam.	7-17	LF		\$100.00	\$0.00
47	PVC Sanitary Sewer Pipe - 6 In. Diam.	7-17	LF		\$65.00	\$0.00
48	Manhole, 48 In. Diam.	7-05	EA		\$5,000.00	\$0.00
49	Sewer Cleanout	7-17	EA		\$500.00	\$0.00
50	Removal & Replacement of Unsuitable Material	7-17	CY		\$50.00	\$0.00
51	Imported Bank Run Gravel for Trench Backfill for Sanitary Sewer	7-17	TON		\$18.00	\$0.00
52	Temporary Water Pollution/Erosion Control	8-01	LS			\$2,000.00
53	Landscaping	8-02	LS			
54	Irrigation	8-03	LS			
55	Cement Conc. Traffic Curb & Gutter	8-04	LF		\$16.00	\$0.00
56	Cement Conc. Traffic Curb	8-04	LF		\$13.00	\$0.00
57	Mountable Cement Conc. Traffic Curb	8-04	LF		\$20.00	\$0.00
58	Cement Conc. Depressed Curb & Gutter	8-04	LF		\$16.00	\$0.00
59	Cement Conc. Driveway Entrance, Type 1	8-06	SY		\$60.00	\$0.00
60	Raised Pavement Markers, Type 1	8-09	HUND		\$250.00	\$0.00
61	Raised Pavement Markers, Type 2	8-09	HUND		\$350.00	\$0.00
62	Special Fence at Sidewalk	8-12	LF			
63	Cement Conc. Sidewalk	8-14	SY		\$36.00	\$0.00
64	Pervious Conc. Sidewalk	8-14	SY		\$45.00	\$0.00
65	Cement Conc. Sidewalk Ramp	8-14	EA		\$1,200.00	\$0.00
66	New 3-Leg Crosswalk	8-14	EA		\$45,000.00	\$0.00
67	Patching Existing Sidewalk on Upland Side	8-14	LS			\$0.00
68	Paving, Planting, etc. at edge of Jerisich Park	8-14	LS			
69	Special Paving (brick or concrete unit pavers)	8-14	LS			
70	Mail Drop-off Area	8-14	LS			\$0.00
71	Mailbox Support	8-18	EA		\$750.00	\$0.00
72	Illumination System Improvements	8-20	LS			\$15,000.00
73	Crosswalk In-Pavement Lights	8-20	EA		\$20,000.00	\$0.00
74	Traffic Signal System Reconstruction at Pioneer Way	8-20	LS			
75	Permanent Signing	8-21	LS			\$1,500.00
76	Pavement Marking	8-22	LS			\$1,500.00
77	Bollard, Type 1	8-26	EA		\$750.00	\$0.00

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Item	Description	Spec. #	Unit	Quantity	Rate	Total
78	Bollard, Type 1 - Lighted	8-26	EA		\$1,250.00	\$0.00
79	Street Furniture (Benches, trash cans, etc.)	8-27	LS			
	TOTAL:					\$33,550.00

Harborview Drive & Judson Street Improvements

Preliminary Cost Estimate - Judson Street

Item	Description	Spec. #	Unit	Quantity	Rate	Total
1	Mobilization	1-09.7	LS			\$56,749.55
2	Traffic Control	1-10	LS			\$30,000.00
3	Clearing & Grubbing	2-01	LS			\$1,500.00
4	Removing Asphalt Conc. Pavement	2-02	SY	262	\$6.00	\$1,572.00
5	Removing Cement Conc. Pavement	2-03	SY	0	\$15.00	\$0.00
6	Removing Cement Conc. Curb and Gutter	2-02	LF	1,185	\$4.00	\$4,740.00
7	Removing Cement Conc. Sidewalk	2-02	SY	658	\$15.00	\$9,870.00
8	Removal of Structure and Obstruction	2-02	LS			\$2,000.00
9	Removal of Chain Link Fence	2-02	LF	0	\$6.00	\$0.00
10	Sawcutting	2-02	LF	345	\$6.00	\$2,070.00
11	Roadway Excavation, Incl. Haul	2-03	CY	131	\$15.00	\$1,965.00
12	Unsuitable Foundation Excavation, Incl. Haul	2-03	CY	0	\$20.00	\$0.00
13	Gravel Borrow, Incl. Haul	2-03	TON	81	\$15.00	\$1,215.00
14	Embankment Compaction	2-03	CY	81	\$1.50	\$121.50
15	Controlled Density Fill	2-09	CY	0	\$140.00	\$0.00
16	Crushed Surfacing Base Course	4-04	TON	270	\$26.00	\$7,020.00
17	Crushed Surfacing Top Course	4-04	TON	0	\$26.00	\$0.00
18	HMA Cl. 1/2", PG 64-22	5-04	TON	408	\$90.00	\$36,720.00
19	Planing Bituminous Pavement	5-04	SY	3,969	\$8.00	\$31,752.00
20	Geosynthetic Retaining Wall	6-14	SF	600	\$35.00	\$21,000.00
21	Corrugated Polyethylene Storm Sewer - 8 In. Diam.	7-04	LF	0	\$25.00	\$0.00
22	Corrugated Polyethylene Storm Sewer - 6 In. Diam.	7-04	LF	240	\$20.00	\$4,800.00
23	Concrete Inlet	7-05	EA	5	\$1,000.00	\$5,000.00
24	Catch Basin - Type 1	7-05	EA	7	\$1,500.00	\$10,500.00
25	Catch Basin - Type 2, 48 In. Diam.	7-05	EA	0	\$3,000.00	\$0.00
26	Connection to Drainage Structure	7-05	EA	12	\$800.00	\$9,600.00
27	Ductile Iron Pipe for Water Main, 12 In. CL 52, Diam. Incl. Fittings	7-06	LF	0	\$90.00	\$0.00
28	Ductile Iron Pipe for Water Main, 8 In. Diam. CL 52 Incl. Fittings	7-06	LF	0	\$85.00	\$0.00
29	Ductile Iron Pipe for Water Main, 6 In. Diam. CL 52 Incl. Fittings	7-06	LF	0	\$80.00	\$0.00
30	Butterfly Valve, 12 In.	7-12	EA	0	\$2,500.00	\$0.00
31	Hydrant Assembly	7-14	EA	0	\$5,500.00	\$0.00
32	Disassembling Existing Hydrants	7-14	EA	0	\$1,000.00	\$0.00
33	Gate Valve, 6 In.	7-14	EA	0	\$1,000.00	\$0.00
34	Air Vacuum Release Valve Assembly, 2 In.	7-14	EA	0	\$3,000.00	\$0.00
35	Blowoff Assembly, 2 In.	7-14	EA	0	\$3,000.00	\$0.00
36	Connection to Existing Water Main	7-14	EA	0	\$1,000.00	\$0.00
37	Disinfection, Flushing, Pressure Testing	7-14	LS	0		\$0.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
38	Water Service Line Crossings, 1-inch Type K Copper	7-14	EA	0	\$1,500.00	\$0.00
39	Meter Box, 1-In.	7-15	EA	0	\$300.00	\$0.00
40	Meter Setter, 1-In.	7-15	EA	0	\$500.00	\$0.00
41	Removing Existing Meters & Abandoning Service Lines in-Place	7-15	EA	0	\$200.00	\$0.00
42	Imported Bank Run Gravel for Trench Backfill for Watermain	7-15	CY	0	\$18.00	\$0.00
43	Structure Excavation, Class B, Incl. Haul	2-09	CY	0	\$25.00	\$0.00
44	Shoring or Extra Excavation, Class B	2-09	SF	0	\$2.00	\$0.00
45	PVC Sanitary Sewer Pipe - 16 In. Diam.	7-17	LF	0	\$120.00	\$0.00
46	PVC Sanitary Sewer Pipe - 12 In. Diam.	7-17	LF	0	\$100.00	\$0.00
47	PVC Sanitary Sewer Pipe - 6 In. Diam.	7-17	LF	0	\$65.00	\$0.00
48	Manhole, 48 In. Diam.	7-05	EA	0	\$5,000.00	\$0.00
49	Sewer Cleanout	7-17	EA	0	\$500.00	\$0.00
50	Removal & Replacement of Unsuitable Material	7-17	CY	0	\$50.00	\$0.00
51	Imported Bank Run Gravel for Trench Backfill for Sanitary Sewer	7-17	TON	0	\$18.00	\$0.00
52	Temporary Water Pollution/Erosion Control	8-01	LS			\$4,000.00
53	Landscaping	8-02	LS			\$50,000.00
54	Irrigation	8-03	LS			\$25,000.00
55	Cement Conc. Traffic Curb & Gutter	8-04	LF	1,742	\$16.00	\$27,872.00
56	Cement Conc. Traffic Curb	8-04	LF	0	\$13.00	\$0.00
57	Mountable Cement Conc. Traffic Curb	8-04	LF	0	\$20.00	\$0.00
58	Cement Conc. Depressed Curb & Gutter	8-04	LF	0	\$16.00	\$0.00
59	Cement Conc. Driveway Entrance, Type 1	8-06	SY	200	\$60.00	\$12,000.00
60	Raised Pavement Markers, Type 1	8-09	HUND	0	\$250.00	\$0.00
61	Raised Pavement Markers, Type 2	8-09	HUND	1	\$350.00	\$350.00
62	Special Fence at Sidewalk	8-12	LF	0	\$40.00	\$0.00
63	Cement Conc. Sidewalk	8-14	SY	1,123	\$36.00	\$40,428.00
64	Pervious Conc. Sidewalk	8-14	SY	0	\$45.00	\$0.00
65	Cement Conc. Sidewalk Ramp	8-14	EA	22	\$1,200.00	\$26,400.00
66	New 3-Leg Crosswalk	8-14	EA	2	\$45,000.00	\$90,000.00
67	Patching Existing Sidewalk on Upland Side	8-14	LS			\$0.00
68	Paving, Planting, etc. at edge of Jerisich Park	8-14	LS			\$0.00
69	Special Paving (brick or concrete unit pavers)	8-14	LS			\$30,000.00
70	Mail Drop-off Area	8-14	LS			\$0.00
71	Mailbox Support	8-18	EA	8	\$750.00	\$6,000.00
72	Illumination System Improvements	8-20	LS			\$25,000.00
73	Crosswalk In-Pavement Lights	8-20	EA	0	\$20,000.00	\$0.00
74	Traffic Signal System Reconstruction at Pioneer Way	8-20	LS			\$0.00
75	Permanent Signing	8-21	LS			\$5,000.00
76	Pavement Marking	8-22	LS			\$4,000.00
77	Bollard, Type 1	8-26	EA	0	\$750.00	\$0.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
78	Bollard, Type 1 - Lighted	8-26	EA	0	\$1,250.00	\$0.00
79	Street Furniture (Benches, trash cans, etc.)	8-27	LS			\$40,000.00
	TOTAL:					\$624,245.05

Harborview Drive & Judson Street Improvements

Preliminary Cost Estimate - Uddenberg Lane

Item	Description	Spec. #	Unit	Quantity	Rate	Total
1	Mobilization	1-09.7	LS			\$22,362.80
2	Traffic Control	1-10	LS			\$20,000.00
3	Clearing & Grubbing	2-01	LS			\$1,500.00
4	Removing Asphalt Conc. Pavement	2-02	SY	1,167	\$6.00	\$7,002.00
5	Removing Cement Conc. Pavement	2-03	SY	0	\$15.00	\$0.00
6	Removing Cement Conc. Curb and Gutter	2-02	LF	0	\$4.00	\$0.00
7	Removing Cement Conc. Sidewalk	2-02	SY	0	\$15.00	\$0.00
8	Removal of Structure and Obstruction	2-02	LS			\$1,000.00
9	Removal of Chain Link Fence	2-02	LF	0	\$6.00	\$0.00
10	Sawcutting	2-02	LF	80	\$6.00	\$480.00
11	Roadway Excavation, Incl. Haul	2-03	CY	500	\$15.00	\$7,500.00
12	Unsuitable Foundation Excavation, Incl. Haul	2-03	CY	0	\$20.00	\$0.00
13	Gravel Borrow, Incl. Haul	2-03	TON	360	\$15.00	\$5,400.00
14	Embankment Compaction	2-03	CY	360	\$1.50	\$540.00
15	Controlled Density Fill	2-09	CY	0	\$140.00	\$0.00
16	Crushed Surfacing Base Course	4-04	TON	767	\$26.00	\$19,942.00
17	Crushed Surfacing Top Course	4-04	TON	0	\$26.00	\$0.00
18	HMA Cl. 1/2", PG 64-22	5-04	TON	360	\$90.00	\$32,400.00
19	Planing Bituminous Pavement	5-04	SY	0	\$8.00	\$0.00
20	Geosynthetic Retaining Wall	6-14	SF	0	\$35.00	\$0.00
21	Corrugated Polyethylene Storm Sewer - 8 In. Diam.	7-04	LF	0	\$25.00	\$0.00
22	Corrugated Polyethylene Storm Sewer - 6 In. Diam.	7-04	LF	272	\$20.00	\$5,440.00
23	Concrete Inlet	7-05	EA	4	\$1,000.00	\$4,000.00
24	Catch Basin - Type 1	7-05	EA	4	\$1,500.00	\$6,000.00
25	Catch Basin - Type 2, 48 In. Diam.	7-05	EA	0	\$3,000.00	\$0.00
26	Connection to Drainage Structure	7-05	EA	8	\$800.00	\$6,400.00
27	Ductile Iron Pipe for Water Main, 12 In. CL 52, Diam. Incl. Fittings	7-06	LF	0	\$90.00	\$0.00
28	Ductile Iron Pipe for Water Main, 8 In. Diam. CL 52 Incl. Fittings	7-06	LF	0	\$85.00	\$0.00
29	Ductile Iron Pipe for Water Main, 6 In. Diam. CL 52 Incl. Fittings	7-06	LF	0	\$80.00	\$0.00
30	Butterfly Valve, 12 In.	7-12	EA	0	\$2,500.00	\$0.00
31	Hydrant Assembly	7-14	EA	0	\$5,500.00	\$0.00
32	Disassembling Existing Hydrants	7-14	EA	0	\$1,000.00	\$0.00
33	Gate Valve, 6 In.	7-14	EA	0	\$1,000.00	\$0.00
34	Air Vacuum Release Valve Assembly, 2 In.	7-14	EA	0	\$3,000.00	\$0.00
35	Blowoff Assembly, 2 In.	7-14	EA	0	\$3,000.00	\$0.00
36	Connection to Existing Water Main	7-14	EA	0	\$1,000.00	\$0.00
37	Disinfection, Flushing, Pressure Testing	7-14	LS	0		\$0.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
38	Water Service Line Crossings, 1-inch Type K Copper	7-14	EA	0	\$1,500.00	\$0.00
39	Meter Box, 1-In.	7-15	EA	0	\$300.00	\$0.00
40	Meter Setter, 1-In.	7-15	EA	0	\$500.00	\$0.00
41	Removing Existing Meters & Abandoning Service Lines in-Place	7-15	EA	0	\$200.00	\$0.00
42	Imported Bank Run Gravel for Trench Backfill for Watermain	7-15	CY	0	\$18.00	\$0.00
43	Structure Excavation, Class B, Incl. Haul	2-09	CY	0	\$25.00	\$0.00
44	Shoring or Extra Excavation, Class B	2-09	SF	0	\$2.00	\$0.00
45	PVC Sanitary Sewer Pipe - 16 In. Diam.	7-17	LF	0	\$120.00	\$0.00
46	PVC Sanitary Sewer Pipe - 12 In. Diam.	7-17	LF	0	\$100.00	\$0.00
47	PVC Sanitary Sewer Pipe - 6 In. Diam.	7-17	LF	0	\$65.00	\$0.00
48	Manhole, 48 In. Diam.	7-05	EA	0	\$5,000.00	\$0.00
49	Sewer Cleanout	7-17	EA	0	\$500.00	\$0.00
50	Removal & Replacement of Unsuitable Material	7-17	CY	0	\$50.00	\$0.00
51	Imported Bank Run Gravel for Trench Backfill for Sanitary Sewer	7-17	TON	0	\$18.00	\$0.00
52	Temporary Water Pollution/Erosion Control	8-01	LS			\$2,500.00
53	Landscaping	8-02	LS			\$20,000.00
54	Irrigation	8-03	LS			\$10,000.00
55	Cement Conc. Traffic Curb & Gutter	8-04	LF	488	\$16.00	\$7,808.00
56	Cement Conc. Traffic Curb	8-04	LF	0	\$13.00	\$0.00
57	Mountable Cement Conc. Traffic Curb	8-04	LF	0	\$20.00	\$0.00
58	Cement Conc. Depressed Curb & Gutter	8-04	LF	0	\$16.00	\$0.00
59	Cement Conc. Driveway Entrance, Type 1	8-06	SY	0	\$60.00	\$0.00
60	Raised Pavement Markers, Type 1	8-09	HUND	0	\$250.00	\$0.00
61	Raised Pavement Markers, Type 2	8-09	HUND	0	\$350.00	\$0.00
62	Special Fence at Sidewalk	8-12	LF	0	\$40.00	\$0.00
63	Cement Conc. Sidewalk	8-14	SY	281	\$36.00	\$10,116.00
64	Pervious Conc. Sidewalk	8-14	SY	0	\$45.00	\$0.00
65	Cement Conc. Sidewalk Ramp	8-14	EA	3	\$1,200.00	\$3,600.00
66	New 3-Leg Crosswalk	8-14	EA	0	\$45,000.00	\$0.00
67	Patching Existing Sidewalk on Upland Side	8-14	LS			\$0.00
68	Paving, Planting, etc. at edge of Jerisich Park	8-14	LS			\$0.00
69	Special Paving (brick or concrete unit pavers)	8-14	LS			\$0.00
70	Mail Drop-off Area	8-14	LS			\$10,000.00
71	Mailbox Support1	8-18	EA	0	\$750.00	\$0.00
72	Illumination System Improvements	8-20	LS			\$20,000.00
73	Crosswalk In-Pavement Lights	8-20	EA	0	\$20,000.00	\$0.00
74	Traffic Signal System Reconstruction at Pioneer Way	8-20	LS			\$0.00
75	Permanent Signing	8-21	LS			\$2,000.00
76	Pavement Marking	8-22	LS			\$5,000.00
77	Bollard, Type 1	8-26	EA	0	\$750.00	\$0.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
78	Bollard, Type 1 - Lighted	8-26	EA	0	\$1,250.00	\$0.00
79	Street Furniture (Benches, trash cans, etc.)	8-27	LS			\$15,000.00
	TOTAL:					\$245,990.80

Harborview Drive & Judson Street Improvements

Preliminary Cost Estimate - Stanich Lane

Item	Description	Spec. #	Unit	Quantity	Rate	Total
1	Mobilization	1-09.7	LS			\$14,532.00
2	Traffic Control	1-10	LS			\$20,000.00
3	Clearing & Grubbing	2-01	LS			\$0.00
4	Removing Asphalt Conc. Pavement	2-02	SY	257	\$6.00	\$1,542.00
5	Removing Cement Conc. Pavement	2-03	SY	0	\$15.00	\$0.00
6	Removing Cement Conc. Curb and Gutter	2-02	LF	0	\$4.00	\$0.00
7	Removing Cement Conc. Sidewalk	2-02	SY	0	\$15.00	\$0.00
8	Removal of Structure and Obstruction	2-02	LS			\$1,000.00
9	Removal of Chain Link Fence	2-02	LF	0	\$6.00	\$0.00
10	Sawcutting	2-02	LF	100	\$6.00	\$600.00
11	Roadway Excavation, Incl. Haul	2-03	CY	0	\$15.00	\$0.00
12	Unsuitable Foundation Excavation, Incl. Haul	2-03	CY	0	\$20.00	\$0.00
13	Gravel Borrow, Incl. Haul	2-03	TON	0	\$15.00	\$0.00
14	Embankment Compaction	2-03	CY	0	\$1.50	\$0.00
15	Controlled Density Fill	2-09	CY	0	\$140.00	\$0.00
16	Crushed Surfacing Base Course	4-04	TON	80	\$26.00	\$2,080.00
17	Crushed Surfacing Top Course	4-04	TON	0	\$26.00	\$0.00
18	HMA Cl. 1/2", PG 64-22	5-04	TON	117	\$90.00	\$10,530.00
19	Planing Bituminous Pavement	5-04	SY	1,136	\$8.00	\$9,088.00
20	Geosynthetic Retaining Wall	6-14	SF	0	\$35.00	\$0.00
21	Corrugated Polyethylene Storm Sewer - 8 In. Diam.	7-04	LF	0	\$25.00	\$0.00
22	Corrugated Polyethylene Storm Sewer - 6 In. Diam.	7-04	LF	140	\$20.00	\$2,800.00
23	Concrete Inlet	7-05	EA	4	\$1,000.00	\$4,000.00
24	Catch Basin - Type 1	7-05	EA	3	\$1,500.00	\$4,500.00
25	Catch Basin - Type 2, 48 In. Diam.	7-05	EA	0	\$3,000.00	\$0.00
26	Connection to Drainage Structure	7-05	EA	7	\$800.00	\$5,600.00
27	Ductile Iron Pipe for Water Main, 12 In. CL 52, Diam. Incl. Fittings	7-06	LF	0	\$90.00	\$0.00
28	Ductile Iron Pipe for Water Main, 8 In. Diam. CL 52 Incl. Fittings	7-06	LF	0	\$85.00	\$0.00
29	Ductile Iron Pipe for Water Main, 6 In. Diam. CL 52 Incl. Fittings	7-06	LF	0	\$80.00	\$0.00
30	Butterfly Valve, 12 In.	7-12	EA	0	\$2,500.00	\$0.00
31	Hydrant Assembly	7-14	EA	0	\$5,500.00	\$0.00
32	Disassembling Existing Hydrants	7-14	EA	0	\$1,000.00	\$0.00
33	Gate Valve, 6 In.	7-14	EA	0	\$1,000.00	\$0.00
34	Air Vacuum Release Valve Assembly, 2 In.	7-14	EA	0	\$3,000.00	\$0.00
35	Blowoff Assembly, 2 In.	7-14	EA	0	\$3,000.00	\$0.00
36	Connection to Existing Water Main	7-14	EA	0	\$1,000.00	\$0.00
37	Disinfection, Flushing, Pressure Testing	7-14	LS	0		\$0.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
38	Water Service Line Crossings, 1-inch Type K Copper	7-14	EA	0	\$1,500.00	\$0.00
39	Meter Box, 1-In.	7-15	EA	0	\$300.00	\$0.00
40	Meter Setter, 1-In.	7-15	EA	0	\$500.00	\$0.00
41	Removing Existing Meters & Abandoning Service Lines in-Place	7-15	EA	0	\$200.00	\$0.00
42	Imported Bank Run Gravel for Trench Backfill for Watermain	7-15	CY	0	\$18.00	\$0.00
43	Structure Excavation, Class B, Incl. Haul	2-09	CY	0	\$25.00	\$0.00
44	Shoring or Extra Excavation, Class B	2-09	SF	0	\$2.00	\$0.00
45	PVC Sanitary Sewer Pipe - 16 In. Diam.	7-17	LF	0	\$120.00	\$0.00
46	PVC Sanitary Sewer Pipe - 12 In. Diam.	7-17	LF	0	\$100.00	\$0.00
47	PVC Sanitary Sewer Pipe - 6 In. Diam.	7-17	LF	0	\$65.00	\$0.00
48	Manhole, 48 In. Diam.	7-05	EA	0	\$5,000.00	\$0.00
49	Sewer Cleanout	7-17	EA	0	\$500.00	\$0.00
50	Removal & Replacement of Unsuitable Material	7-17	CY	0	\$50.00	\$0.00
51	Imported Bank Run Gravel for Trench Backfill for Sanitary Sewer	7-17	TON	0	\$18.00	\$0.00
52	Temporary Water Pollution/Erosion Control	8-01	LS			\$2,500.00
53	Landscaping	8-02	LS			\$15,000.00
54	Irrigation	8-03	LS			\$7,500.00
55	Cement Conc. Traffic Curb & Gutter	8-04	LF	473	\$16.00	\$7,568.00
56	Cement Conc. Traffic Curb	8-04	LF	0	\$13.00	\$0.00
57	Mountable Cement Conc. Traffic Curb	8-04	LF	0	\$20.00	\$0.00
58	Cement Conc. Depressed Curb & Gutter	8-04	LF	0	\$16.00	\$0.00
59	Cement Conc. Driveway Entrance, Type 1	8-06	SY	0	\$60.00	\$0.00
60	Raised Pavement Markers, Type 1	8-09	HUND	0	\$250.00	\$0.00
61	Raised Pavement Markers, Type 2	8-09	HUND	0	\$350.00	\$0.00
62	Special Fence at Sidewalk	8-12	LF	0	\$40.00	\$0.00
63	Cement Conc. Sidewalk	8-14	SY	267	\$36.00	\$9,612.00
64	Pervious Conc. Sidewalk	8-14	SY	0	\$45.00	\$0.00
65	Cement Conc. Sidewalk Ramp	8-14	EA	2	\$1,200.00	\$2,400.00
66	New 3-Leg Crosswalk	8-14	EA	0	\$45,000.00	\$0.00
67	Patching Existing Sidewalk on Upland Side	8-14	LS			\$0.00
68	Paving, Planting, etc. at edge of Jerisich Park	8-14	LS			\$0.00
69	Special Paving (brick or concrete unit pavers)	8-14	LS			\$0.00
70	Mail Drop-off Area	8-14	LS			\$0.00
71	Mailbox Support	8-18	EA	0	\$750.00	\$0.00
72	Illumination System Improvements	8-20	LS			\$20,000.00
73	Crosswalk In-Pavement Lights	8-20	EA	0	\$20,000.00	\$0.00
74	Traffic Signal System Reconstruction at Pioneer Way	8-20	LS			\$0.00
75	Permanent Signing	8-21	LS			\$2,000.00
76	Pavement Marking	8-22	LS			\$2,000.00
77	Bollard, Type 1	8-26	EA	0	\$750.00	\$0.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
78	Bollard, Type 1 - Lighted	8-26	EA	0	\$1,250.00	\$0.00
79	Street Furniture (Benches, trash cans, etc.)	8-27	LS			\$15,000.00
	TOTAL:					\$159,852.00

Harborview Drive & Judson Street Improvements

Preliminary Cost Estimate - Judson Street, Uddenberg Lane & Stanich Lane

Item	Description	Spec. #	Unit	Quantity	Rate	Total
1	Mobilization	1-09.7	LS			\$93,644.35
2	Traffic Control	1-10	LS			\$70,000.00
3	Clearing & Grubbing	2-01	LS			\$3,000.00
4	Removing Asphalt Conc. Pavement	2-02	SY	1,686	\$6.00	\$10,116.00
5	Removing Cement Conc. Pavement	2-03	SY	0	\$15.00	\$0.00
6	Removing Cement Conc. Curb and Gutter	2-02	LF	1,185	\$4.00	\$4,740.00
7	Removing Cement Conc. Sidewalk	2-02	SY	658	\$15.00	\$9,870.00
8	Removal of Structure and Obstruction	2-02	LS			\$4,000.00
9	Removal of Chain Link Fence	2-02	LF	0	\$6.00	\$0.00
10	Sawcutting	2-02	LF	525	\$6.00	\$3,150.00
11	Roadway Excavation, Incl. Haul	2-03	CY	631	\$15.00	\$9,465.00
12	Unsuitable Foundation Excavation, Incl. Haul	2-03	CY	0	\$20.00	\$0.00
13	Gravel Borrow, Incl. Haul	2-03	TON	441	\$15.00	\$6,615.00
14	Embankment Compaction	2-03	CY	441	\$1.50	\$661.50
15	Controlled Density Fill	2-09	CY	0	\$140.00	\$0.00
16	Crushed Surfacing Base Course	4-04	TON	1,117	\$26.00	\$29,042.00
17	Crushed Surfacing Top Course	4-04	TON	0	\$26.00	\$0.00
18	HMA Cl. 1/2", PG 64-22	5-04	TON	885	\$90.00	\$79,650.00
19	Planing Bituminous Pavement	5-04	SY	5,105	\$8.00	\$40,840.00
20	Geosynthetic Retaining Wall	6-14	SF	600	\$35.00	\$21,000.00
21	Corrugated Polyethylene Storm Sewer - 8 In. Diam.	7-04	LF	0	\$25.00	\$0.00
22	Corrugated Polyethylene Storm Sewer - 6 In. Diam.	7-04	LF	652	\$20.00	\$13,040.00
23	Concrete Inlet	7-05	EA	13	\$1,000.00	\$13,000.00
24	Catch Basin - Type 1	7-05	EA	14	\$1,500.00	\$21,000.00
25	Catch Basin - Type 2, 48 In. Diam.	7-05	EA	0	\$3,000.00	\$0.00
26	Connection to Drainage Structure	7-05	EA	27	\$800.00	\$21,600.00
27	Ductile Iron Pipe for Water Main, 12 In. CL 52, Diam. Incl. Fittings	7-06	LF	0	\$90.00	\$0.00
28	Ductile Iron Pipe for Water Main, 8 In. Diam. CL 52 Incl. Fittings	7-06	LF	0	\$85.00	\$0.00
29	Ductile Iron Pipe for Water Main, 6 In. Diam. CL 52 Incl. Fittings	7-06	LF	0	\$80.00	\$0.00
30	Butterfly Valve, 12 In.	7-12	EA	0	\$2,500.00	\$0.00
31	Hydrant Assembly	7-14	EA	0	\$5,500.00	\$0.00
32	Disassembling Existing Hydrants	7-14	EA	0	\$1,000.00	\$0.00
33	Gate Valve, 6 In.	7-14	EA	0	\$1,000.00	\$0.00
34	Air Vacuum Release Valve Assembly, 2 In.	7-14	EA	0	\$3,000.00	\$0.00
35	Blowoff Assembly, 2 In.	7-14	EA	0	\$3,000.00	\$0.00
36	Connection to Existing Water Main	7-14	EA	0	\$1,000.00	\$0.00
37	Disinfection, Flushing, Pressure Testing	7-14	LS	0		\$0.00

Item	Description	Spec. #	Unit	Quantity	Rate	Total
38	Water Service Line Crossings, 1-inch Type K Copper	7-14	EA	0	\$1,500.00	\$0.00
39	Meter Box, 1-In.	7-15	EA	0	\$300.00	\$0.00
40	Meter Setter, 1-In.	7-15	EA	0	\$500.00	\$0.00
41	Removing Existing Meters & Abandoning Service Lines in-Place	7-15	EA	0	\$200.00	\$0.00
42	Imported Bank Run Gravel for Trench Backfill for Watermain	7-15	CY	0	\$18.00	\$0.00
43	Structure Excavation, Class B, Incl. Haul	2-09	CY	0	\$25.00	\$0.00
44	Shoring or Extra Excavation, Class B	2-09	SF	0	\$2.00	\$0.00
45	PVC Sanitary Sewer Pipe - 16 In. Diam.	7-17	LF	0	\$120.00	\$0.00
46	PVC Sanitary Sewer Pipe - 12 In. Diam.	7-17	LF	0	\$100.00	\$0.00
47	PVC Sanitary Sewer Pipe - 6 In. Diam.	7-17	LF	0	\$65.00	\$0.00
48	Manhole, 48 In. Diam.	7-05	EA	0	\$5,000.00	\$0.00
49	Sewer Cleanout	7-17	EA	0	\$500.00	\$0.00
50	Removal & Replacement of Unsuitable Material	7-17	CY	0	\$50.00	\$0.00
51	Imported Bank Run Gravel for Trench Backfill for Sanitary Sewer	7-17	TON	0	\$18.00	\$0.00
52	Temporary Water Pollution/Erosion Control	8-01	LS			\$9,000.00
53	Landscaping	8-02	LS			\$85,000.00
54	Irrigation	8-03	LS			\$42,500.00
55	Cement Conc. Traffic Curb & Gutter	8-04	LF	2,703	\$16.00	\$43,248.00
56	Cement Conc. Traffic Curb	8-04	LF	0	\$13.00	\$0.00
57	Mountable Cement Conc. Traffic Curb	8-04	LF	0	\$20.00	\$0.00
58	Cement Conc. Depressed Curb & Gutter	8-04	LF	0	\$16.00	\$0.00
59	Cement Conc. Driveway Entrance, Type 1	8-06	SY	200	\$60.00	\$12,000.00
60	Raised Pavement Markers, Type 1	8-09	HUND	0	\$250.00	\$0.00
61	Raised Pavement Markers, Type 2	8-09	HUND	1	\$350.00	\$350.00
62	Special Fence at Sidewalk	8-12	LF	0	\$40.00	\$0.00
63	Cement Conc. Sidewalk	8-14	SY	1,671	\$36.00	\$60,156.00
64	Pervious Conc. Sidewalk	8-14	SY	0	\$45.00	\$0.00
65	Cement Conc. Sidewalk Ramp	8-14	EA	27	\$1,200.00	\$32,400.00
66	New 3-Leg Crosswalk	8-14	EA	2	\$45,000.00	\$90,000.00
67	Patching Existing Sidewalk on Upland Side	8-14	LS			\$0.00
68	Paving, Planting, etc. at edge of Jerisich Park	8-14	LS			\$0.00
69	Special Paving (brick or concrete unit pavers)	8-14	LS			\$30,000.00
70	Mail Drop-off Area	8-14	LS			\$10,000.00
71	Mailbox Support	8-18	EA	8	\$750.00	\$6,000.00
72	Illumination System Improvements	8-20	LS			\$65,000.00
73	Crosswalk In-Pavement Lights	8-20	EA	0	\$20,000.00	\$0.00
74	Traffic Signal System Reconstruction at Pioneer Way	8-20	LS			\$0.00
75	Permanent Signing	8-21	LS			\$9,000.00
76	Pavement Marking	8-22	LS			\$11,000.00
77	Bollard, Type 1	8-26	EA	0	\$750.00	\$0.00

Consent Agenda - 9

Item	Description	Spec. #	Unit	Quantity	Rate	Total
78	Bollard, Type 1 - Lighted	8-26	EA	0	\$1,250.00	\$0.00
79	Street Furniture (Benches, trash cans, etc.)	8-27	LS			\$70,000.00
	TOTAL:					\$1,030,087.85



Subject: Resolution for Sole Source Purchase Authorization for Chlorine Sensors.

Dept. Origin: Public Works - Operations

Prepared by: David Stubchaer
Public Works Director

Proposed Council Action: Authorize a Sole-Source Purchase of (4) Chlorine Analyzers from Hach Company for their price quotation of \$15,426.35, including shipping and handling, and approve attached Resolution No. 761 for the sole-source purchase of said equipment.

For Agenda of: August 11, 2008

Exhibits: Price Quotation and Sole Source Resolution

Concurred by Mayor:

Initial & Date
CLH 8/6/08

Approved by City Administrator:

ROK 8/5/08

Approved as to form by City Atty:

Approved by Finance Director:

af 8/5/08

Approved by Department Head:

D& 8/1/08

Expenditure	Amount	Appropriation
Required \$15,426.35	Budgeted \$23,000.00	Required \$0

INFORMATION / BACKGROUND

An objective identified in the 2008 Water Capital Fund is for the purchase of replacement chlorine pumps, tanks and monitors with more reliable units. In accordance with RCW 39.04.280, competitive bidding requirements can be waived for purchases that are clearly and legitimately limited to a single source of supply. One price quotation was obtained from Hach Company, since they are the sole manufacturer and distributor within the United States for this equipment:

- Hach Company \$15,426.35, including shipping and handling

This analyzer is compatible with our current water SCADA system and is the only one found to measure free chlorine down to 0.005 parts per billion (all others typically only measure down to 0.01 parts per million). This will help prevent false low chlorine alarms. We also use the monitors to record the chlorine residual for Department of Health reporting.

FISCAL CONSIDERATION

The material cost is within the \$23,000 that was anticipated in the adopted 2008 budget and as identified under Water Capital Fund, Objective No. 3, for System Upgrades.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize a Sole-Source Purchase of (4) Chlorine Analyzers from Hach Company for their price quotation of \$15,426.35, including shipping and handling, and approve attached Resolution No. 761 for the sole-source purchase of said equipment.

Quotation/ProForma Invoice

Page 1 of 2
Date 07/21/2008



HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive,
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608
Web Site: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
Email: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207, Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account 8765602385
Routing (ABA) : 026009593

Quote Number 308275225

Version Number

0

(USE QUOTE Number at time of order to ensure you receive prices quoted).

Customer Ref 9184SC 7/21/08
Second Customer Ref
Third Customer Ref
Payment Terms Subject to Credit Review
Currency USD
Freight Terms Prepay And Bill Customer
Ship Method RPS-RPS**FedEx- -Ground
Quote Date 07/21/2008
Expiration Date 09/19/2008
Hach Sales Contact COURTNEY KATHOL
Customer Number 113568
Quote Contact GREG FOOTE
Phone 2533779410
Fax -253-858-5027
E-Mail FOOTEG@CITYOFGIGHARBOR.NET

Bill-To Account

256582
CITY OF GIG HARBOR
3510 GRANDVIEW ST

GIG HARBOR,WA,98335
United States

Ship-To Account

340671
CITY OF GIG HARBOR
3510 GRANDVIEW ST

GIG HARBOR,WA,98335
United States

Deliver-To Account

Line	Item No	Description	Quantity	Unit Price	Extended Amount
1.1	6043200	9184sc TFC SENSOR & sc100 This kit to order includes LXV432.99.00001 9184sc TFC SENSOR LXV401.52.00002 sc100 LXY060 sc100 MOUNTING PANEL Unit price includes 5.00% discount	4	3,826.60	15,306.40

Quotation/ProForma Invoice

Page 2 of 2
Date 07/21/2008

Merchandise Total: \$15,306.40
Shipping & Handling: \$119.95
Total: \$15,426.35

NOTES :

Shipping and/or handling charges are applicable only if routed through carriers and /or forwarders selected by Hach Company.
Additional charges may be added for certain heavy/large items shipping to US Destinations.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end-use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

PAYMENT TERMS ARE SUBJECT TO CREDIT REVIEW. SALES/USE TAXES ARE SUBJECT TO CHANGE. Taxes will be added at time of order for orders shipping and used in US Destinations, unless valid resale/exemption certificate is provided. Exemption certificate can be sent to the above address or fax number.

Courtney Kathol

Signed:

 Environmental Test Systems
800-548-4381
Fax: 574-264-4633

 GLI International
800-454-0263
Fax: 970-461-3919

 HACH Environmental
800-949-3766
Fax: 970-461-3921

 LACHAT
800-454-0263
Fax: 970-461-3919

 Radiometer
800-454-0263
Fax: 970-461-3919

 MARSH MURNEY
800-368-2723
Fax: 301-874-8469

HACH COMPANY

PO Box 389 • Loveland, Colorado 80539-0389

Phone 800-227-4224 or 970-669-3050

Fax 970-669-2932

<http://www.hach.com>

FAX: 253-858-5027



Gregg Foote
3510 Grandview St
Gig Harbor Wa 98335

July 22, 2008

This letter is to confirm that Hach Company is the sole manufacturer and distributor within the United States of the following equipment:

9184sc Analyzer for free chlorine

Thank you for your interest in Hach Company products. If we can help in any way, please call us at 1-800-227-4224.

Sincerely,

Courtney Kathol
Sales Consultant

Facility location: 5600 Lindbergh Drive • Loveland, Colorado USA 80537-8998



polymetron



RESOLUTION NO. 761

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE PURCHASE OF (4) FOUR CHLORINE ANALYZERS TO BE LIMITED TO A SOLE SOURCE, AND WAIVING COMPETITIVE NEGOTIATION REQUIREMENTS FOR SUCH PURCHASE.

WHEREAS, the wells in the City's water service system are monitored to maintain acceptable minimum chlorine levels. The City's water is chlorinated only for taste and odor and not for disinfection. The wells are equipped with chlorine analyzers; and

WHEREAS, the City intends to replace existing analyzers at four (4) City well sites that are failing; and

WHEREAS, the City tries to maintain minimum chlorine levels, typically 0.03 to 0.05 ppm. The Hach 9184sc Chlorine Analyzer will measure down to 0.02 parts ppb. The City has confirmed with other chlorine monitor manufacturers that their systems typically only measure down to 0.01 ppm. The range of this analyzer will be much more accurate and also prevent false low chlorine level alarms; and

WHEREAS, this analyzer is compatible with the City's current water SCADA system. The SCADA system also uses the monitors to record chlorine residual for State Department of Health reporting and allows the City a waiver on physically having to take daily chlorine samples throughout the system.

WHEREAS, City staff has confirmed that Hach Company is the sole supplier of the Amperometric Free Chlorine Sensor; and

WHEREAS, City staff has confirmed with Hach Company that the estimated cost of the Chlorine Analyzers is \$15,426.45; and

WHEREAS, the City Council may waive the requirements of advertisement, proposal evaluation, and competitive negotiation of wireless video transfer systems pursuant to RCW 39.04.280 if the Council declares that the proposed purchase is clearly and legitimately limited to a single source or supply, and recites why this situation exists.

NOW, THEREFORE,

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

Section 1. For the reasons stated above, the City Council declares that the purchase of four (4) Hach 9184sc Chlorine Analyzers is clearly and legitimately limited to a single source or supply. Therefore, the City Council waives all competitive negotiation requirements for this sole source purchase.

RESOLVED this ____ day of _____, 2008.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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



Subject: Resolution to designate the fishing vessel (F/V) "Shenandoah" owned by the Harbor History Museum on the Gig Harbor Register of Historic Places

Proposed Council Action: Authorize the recommendation from the DRB to list the F/V "Shenandoah" on the Gig Harbor Register of Historic Places

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Historic Preservation Coordinator

For Agenda of: August 11, 2008

Exhibits: DRB Findings
Resolution

Initial & Date

Concurred by Mayor:

CC 8/7

Approved by City Administrator:

PK 8/7

Approved as to form by City Atty:

Approved by Finance Director:

QR 8/7/08

Approved by Department Head:

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

INFORMATION / BACKGROUND

In 2005, the City adopted Historic Preservation Chapter 17.07 to provide for the identification, evaluation, designation and protection of designated historic resources within the boundaries of the City. The City's Master Shoreline Program also recognizes the importance of preserving the physical, aesthetic and social components of the City's waterfront history by identifying the significance of the fishing industry and its fleet. The 65-ft Shenandoah, a commercial fishing vessel built in 1925 at the historic Skansie Boat Building Company was part of what was once one of the most successful fishing fleets on the west coast. It meets five of eleven eligibility criteria as established by the Secretary of the Interiors Standards and Guidelines used to qualify for the Gig Harbor Register of Historic Places. Stabilization of the vessel is underway and its permanent location for public access will be at the Harbor History Museum site.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

On July 10, 2008, the Design Review Board reviewed the Shenandoah application and recommended that it be added to the Gig Harbor Register of Historic Places.

RECOMMENDATION / MOTION

Move to: Authorize the DRB's recommendation to add the F/V Shenandoah to the Gig Harbor Register of Historic Places.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO HISTORIC PRESERVATION, DESIGNATING THE FISHING VESSEL SHENANDOAH FOR INCLUSION IN THE CITY'S REGISTER OF HISTORIC PLACES, IMPOSING CONTROLS UPON HARBOR HISTORY MUSEUM FISHING VESSEL SHENANDOAH, UNDER CHAPTER 17.97 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the Harbor History Museum is the owner of record of the historic object known as the fishing vessel Shenandoah that will be permanently located at 4121 Harborview Drive in Gig Harbor, Washington, ASSESSOR'S PARCEL NUMBER 0221064118; and

WHEREAS, on May 13, 2008, the Harbor History Museum requested that the property be added to the City's Registry of Historic Places; and

WHEREAS the Historic Preservation Code, Chapter 17.97 of the Gig Harbor Municipal Code, establishes a procedure for the designation and preservation of structures, objects and areas having historical, cultural, architectural, archaeological engineering or geographic importance; and

WHEREAS, pursuant to GHMC Section 17.97.040(B)(3), the Design Review Board of the City, after a public meeting on July 10, 2008, voted to recommend approval of the nomination of the fishing vessel located on the property described below as a historic object, has transmitted its decision to the City Council for consideration, and has recommended that the same be approved by the City Council; and

WHEREAS it appears that the fishing vessel located on the property is an outstanding example of the City's cultural, artistic, social, architectural, and historic heritage; and

WHEREAS such designation would safeguard the heritage of the City as represented by those objects which reflect significant elements of the city's history to foster civic and neighborhood pride in the beauty and accomplishments of the past; provide a sense of identity based on the city's history; stabilize and improve the aesthetic and economic viability of the site; enhance the City's attraction of tourists and visitors; and promote the use of the historic buildings for education and cultural stimulation; and

WHEREAS, based upon said findings, the City Council believes that it would be in the best interest of the City to so designate the property described below as a historic object and place it on the Gig Harbor Register of Historic Places;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. Designation. Pursuant to the provisions of Chapter 17.97 of the Gig Harbor Municipal Code, the Council of the City of Gig Harbor hereby approves the designation of the following property as a historic object and places said property on the Gig Harbor Register of Historic Places:

FISHING VESSEL SHENANDOAH

The real property will be relocated at 4121 Harborview Drive, Gig Harbor, Washington 98335, Assessor Parcel Number 0221064118 which includes the Shenandoah as shown on attached Exhibit "A",

and legally described as:

Section 06 Township 21 Range 02 Quarter 41 : COM NW COR OF GOVT LOT 2 TH E ALG N LI OF SD LOT 417 FT TO POB TH CONT E 138.59 FT TH S 00 DEG 06 MIN 55 SEC W 19.88 FT TO ANGLE PT OF BALANCED ML TH S 15 DEG 05 MIN 43 SEC W 475 FT M/L ALG ML & ALG THE SEGMENT OF ML EXT TO NLY LI OF STATE HWY # 14 TH NWLY ALG SD NLY LI TO A PT N 87 DEG 08 MIN 12 SEC E 367 FT FROM W LI OF SD LOT TH N PAR TO SD W LI 225 FT M/L TO C/L OF CREEK TH N 74 DEG 30 MIN E 51.88 FT M L ALG SD C/L TO A PT N 87 DEG 08 MIN 12 SEC E 417 FT FROM W LI OF SD LOT TH N PAR TO SD W LI 130 FT TO POB TOG/W TDLDS ABUTT IF ANY EXC FOLL DESC PROP BEG ON N LI OF GOVT LOT 2 AT A PT 470.80 FT E OF NW COR OF SD LOT TH CONT E ON SD N LI 84.79 FT TH S 00 DEG 06 MIN 55 SEC W 19.88 FT TO ANGLE PT OF ML TH ALG SD ML S 15 DEG 05 MIN 43 SEC W 6.85 FT TH S 86 DEG 22 IN 39 SEC W 39.25 FT TH N 65 DEG 49 MIN 05 SEC W 27.85 FT TH NWLY TO BEG SEG F 2619 FORMERLY OPTG PROP TCO 27-475 (DCJEAEMS12-1-81) (DC7084MJ11-17-87)

Situate in the City of Gig Harbor, County of Pierce, State of Washington;

based upon satisfaction of the following standards of GHMC 17.97.040, the property:

1. Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;
2. Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;
3. Is an outstanding work of a designer, building, or architect who has made a substantial contribution to the art;
4. Exemplifies or reflects special elements of the city's cultural, special, economic, political, aesthetic, engineering, or architectural history;
5. Is associated with the lives of persons significant in national, state or local history;

Section 2. Historic Registry (HR). The Planning Director is hereby instructed to effectuate the necessary changes to the Zoning Map of the City in accordance with the zoning established by this section. See Exhibit "B", Gig Harbor HR Designations Zoning Map.

Section 3. Controls. The Department of Archaeology and Historic Preservation (DAHP) has reviewed the stabilization plans to restore the Shenandoah to its 1940's condition. A Certificate of Appropriateness must be obtained from the Design Review Board pursuant to GHMC Section 17.97.050, before the owners may make alterations or changes beyond what was approved through the 2006 Heritage Capital Grants Fund



NOTICE OF RECOMMENDATION

**CITY OF GIG HARBOR DESIGN REVIEW BOARD
HR-08-0002**

TO: Harbor History Museum
P.O. Box 744
Gig Harbor, WA 98335

FROM: Lita Dawn Stanton

DATE: July 17, 2008

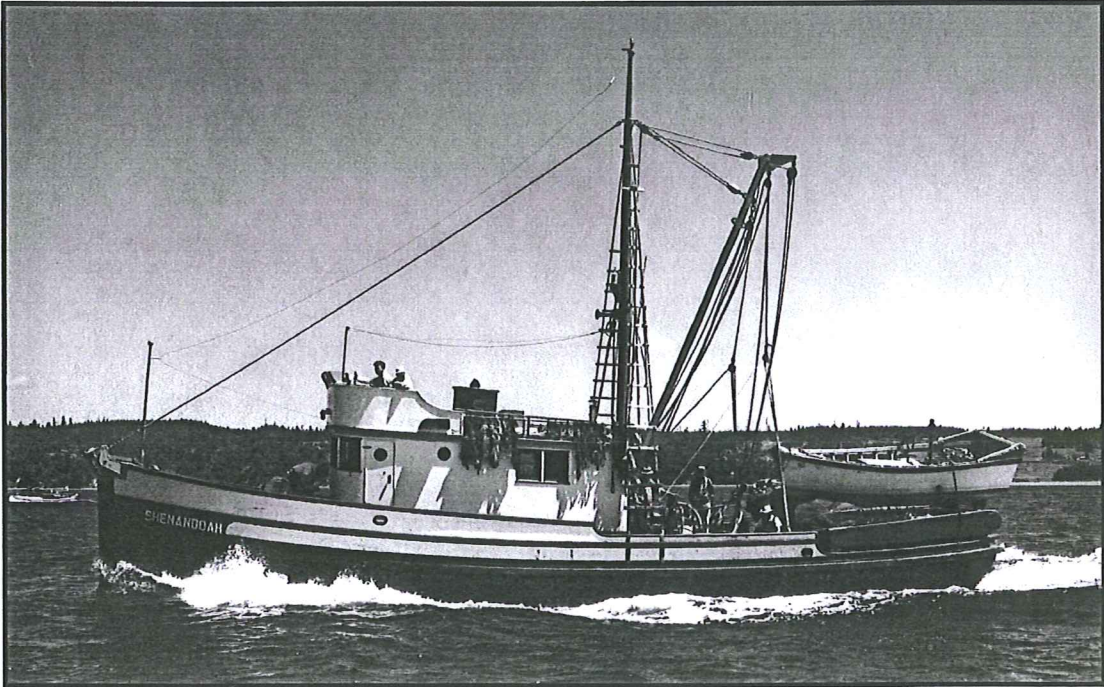
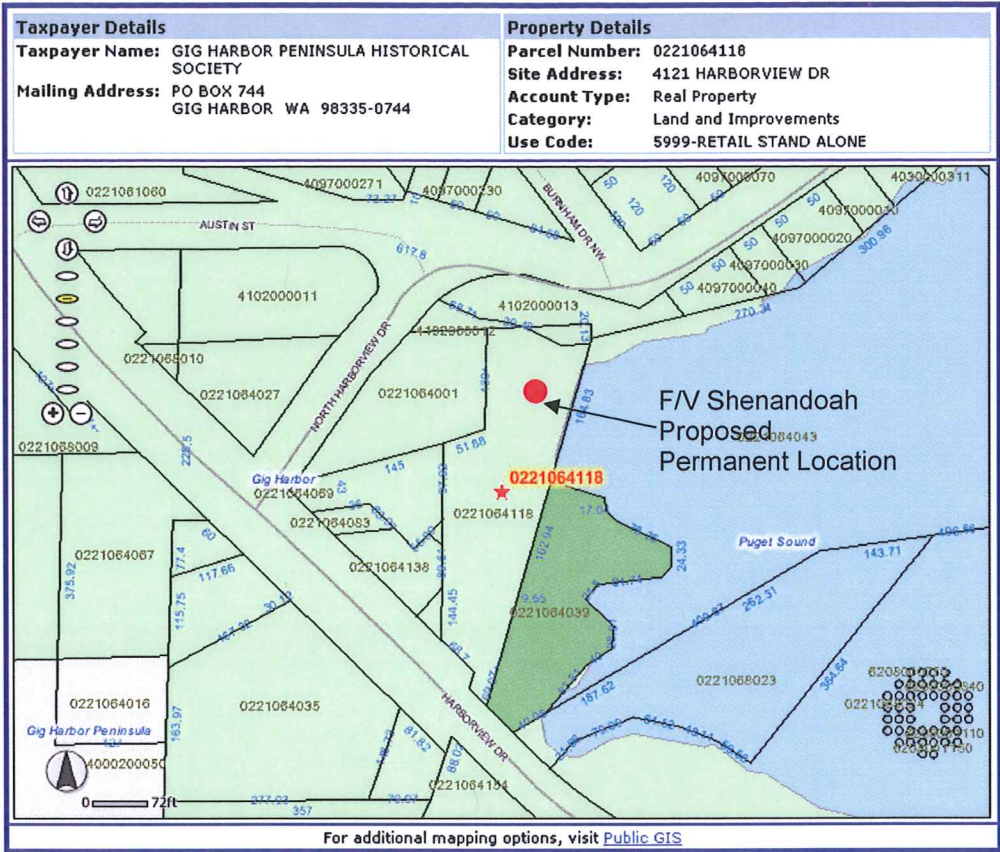
RE: HR-08-0002 – Fishing Vessel Shenandoah

Having reviewed the above referenced application at its meeting of July 10, 2008, the City of Gig Harbor Design Review Board (DRB) recommends to the City Council that the fishing vessel Shenandoah be listed on the Gig Harbor Register of Historic Places. This recommendation is based on the following findings:

- A. The Shenandoah is significantly associated with the history, architecture (boat construction methods), and cultural heritage of the community. Commercial fishing is a key aspect of the City's maritime history and the fishing vessel Shenandoah was integral to the commercial fishing operation.
- B. The fishing vessel Shenandoah was constructed in 1925.
- C. The object meets five of the eleven possible categories of eligibility.
 - 1. The object is associated with an industry that made a significant contribution to the local history.
 - 2. The method of construction and design represents a significant and distinguishable type that is important to local maritime history.
 - 3. The Shenandoah is one of only two historic Skansi-built classic boats that remain in Gig Harbor.
 - 4. The Shenandoah characterizes two of Gig Harbor's most important influences dating back to the late 1800's and turn of the century fishing and boatbuilding.
 - 5. The Shenandoah is associated with the lives of persons significant in state history. Skansi-built Shenandoah was constructed under the direction of the Skansi Boat Building Company. Skansi also constructed ferries which eventually resulted in his formation of the Washington Navigation Company, now known as the Washington State Ferry System.

replace with signed copy

Darrin Filand, Chairman
Design Review Board _____ Date _____



F/V Shenandoah, 1961

From the collection of the Harbor History Museum; Photograph by Ken Ollar



Subject: Resolution - Extension of Surplus Property Purchase and Sale Agreement – Parcel # 0221174081

Dept. Origin: Planning

Prepared by: Tom Dolan *TD*

Proposed Council Action:

For Agenda of: August 11, 2008

Extend the closing date for the sale of a parcel of surplus property until January 1, 2009.

Exhibits: Vicinity Map, Photos of the Site

Initial & Date

Concurred by Mayor: *CH 8/9*
Approved by City Administrator: *FSK 8/16*
Approved as to form by City Atty: _____
Approved by Finance Director: *M/A*
Approved by Department Head: *TD 8/4/08*

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

INFORMATION / BACKGROUND

On February 5, 2007, James Richards sent a letter to the City requesting the vacation of a small parcel of property adjacent to his property located on the west side of Soundview Drive NW just north of the Olympic Shopping Center. At that time the City determined that the property in question was not right of way. It was property the City owned in fee. Mr. Richards continued to pursue the purchase of the property and on December 10, 2007 the City Council passed a resolution declaring the property surplus to City needs and gave notice of the sale, asking for competitive bids for the property. The terms of the sale were established, one of which was that the sale close prior to June 30, 2008. The City obtained an appraisal for the property, which showed a fair market value of \$ 50,000.00. On January 28, 2008, the City opened the bids, and Bergen Richards LLC was the highest bidder at \$61,001.00.

After opening the bids, it was discovered that the property was still part of a larger parcel and needed to be divided. City staff discussed the procedure for a BLA/short plat with Mr. Richards, and were willing to process a BLA so that the property could be sold within the date established for closing. However, Mr. Richards wanted to use this property in conjunction with other property he owned (adjacent to the piece proposed to be sold), and spent some time discussing how the parcel could be divided. In summary, the City's property couldn't be short platted to sell Mr. Richards a separate parcel of land because of a lack of sewer capacity. Mr. Richards was unwilling to accept the property as part of a Boundary Line Adjustment because it would affect his ability to obtain approval of a temporary septic system that would serve a proposed commercial building on his property.

Mr. Richards has requested that the closing of the property be extended to January 1, 2009

FISCAL CONSIDERATION

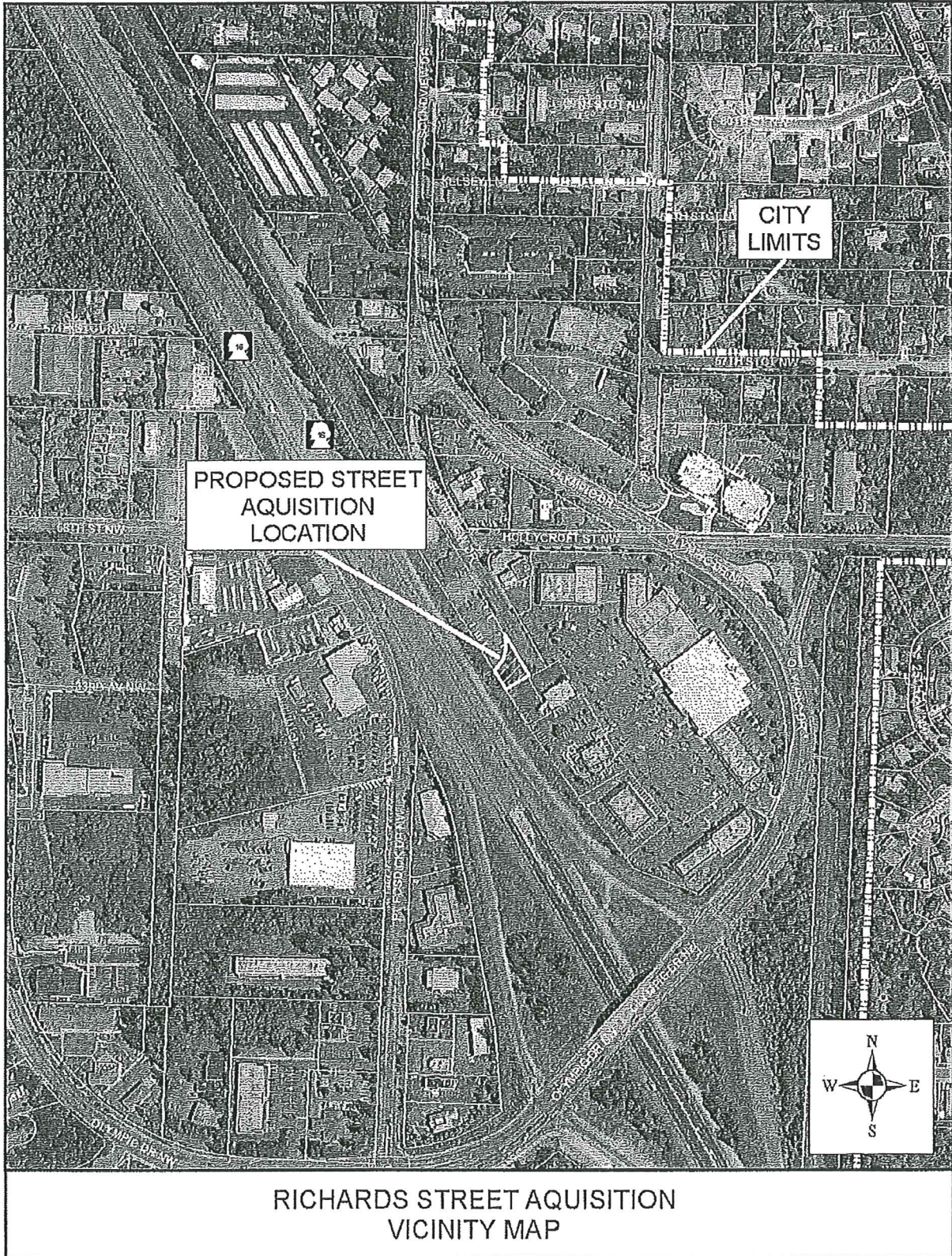
None

BOARD OR COMMITTEE RECOMMENDATION

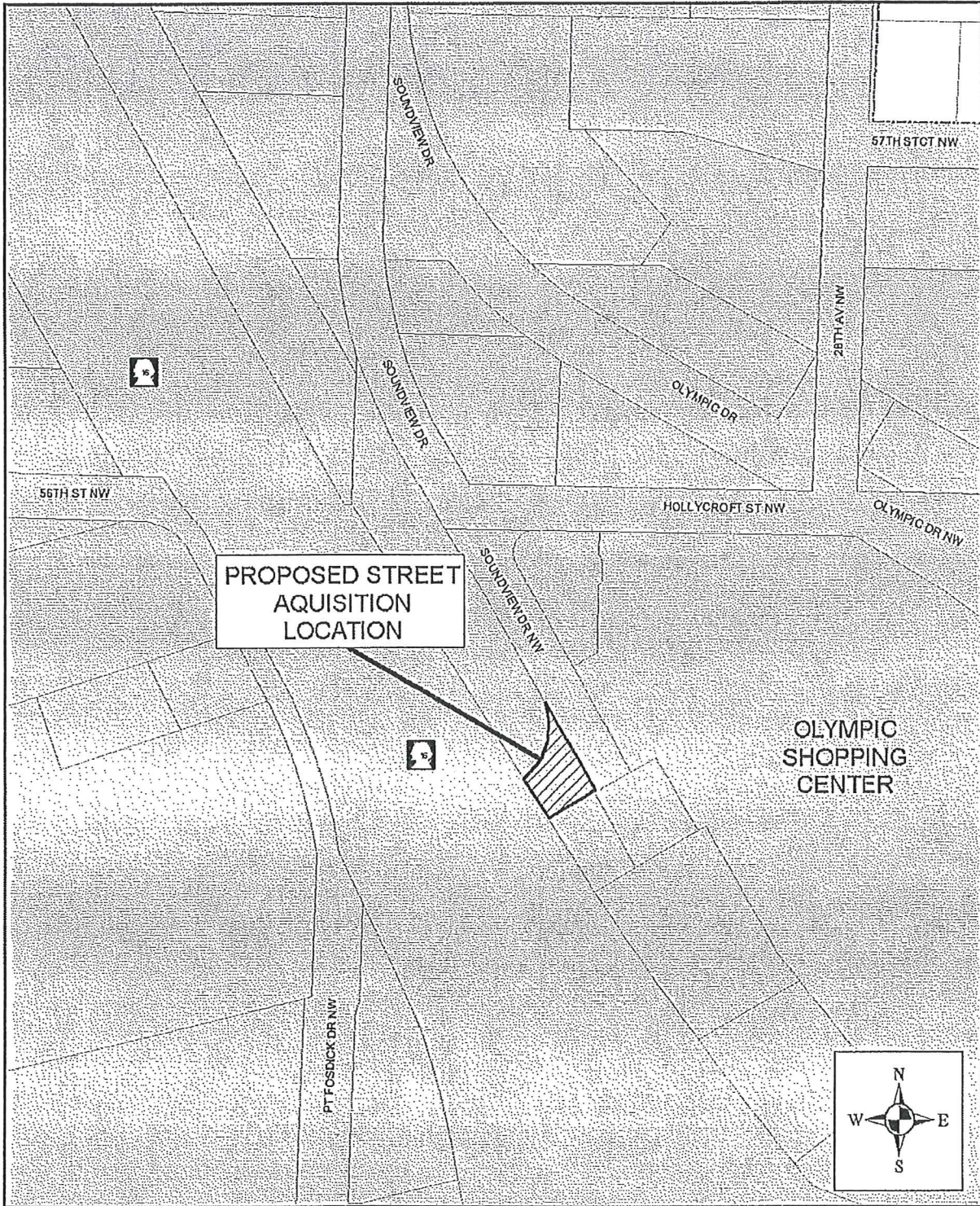
None

RECOMMENDATION / MOTION

Move to: Amend the Purchase and Agreement to require that the closing of the property may be negotiated by the parties, but shall take place prior to January 1, 2009.

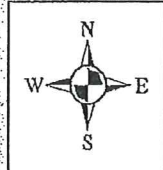


RICHARDS STREET AQUISITION
VICINITY MAP



PROPOSED STREET
ACQUISITION
LOCATION

OLYMPIC
SHOPPING
CENTER



RICHARDS STREET ACQUISITION
VICINITY MAP

PHOTOGRAPHS OF ALL PRINCIPAL IMPROVEMENTS AND/OR FEATURES AFFECTING VALUE
Photos are numbered (1, 2, etc.) with camera location and direction of each photo shown on the Plot Plan that follows. The subject is approximated in the following pictures and shown within the yellow lines.



1. Looking south from Soundview Drive NW. The subject begins just beyond the green sign, and includes most of the grassy area.



2. A view looking west from the street.

Date Taken: November 7, 2007

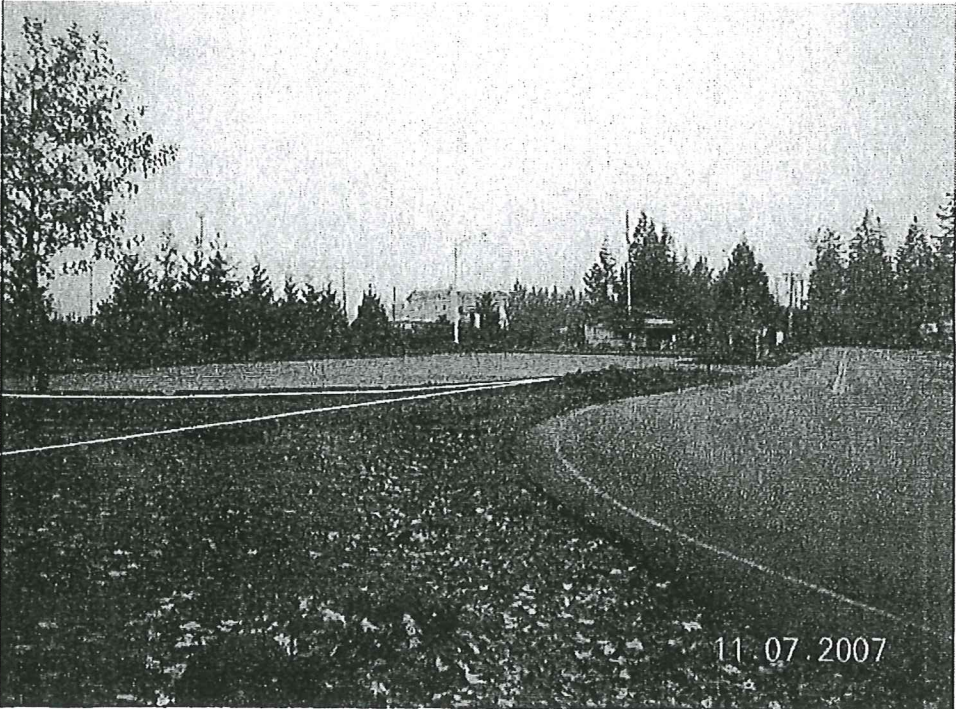
Taken By: Daniel K. Wick

PHOTOGRAPHS OF ALL PRINCIPAL IMPROVEMENTS AND/OR FEATURES AFFECTING VALUE

Photos are numbered (1, 2, etc.) with camera location and direction of each photo shown on the Plot Plan that follows.



3. A view looking west from the roadway that leads to the shopping mall parking lot.



4. A view looking northwest along Soundview Dr NW. The subject is on the left.

Date Taken: November 7, 2007

Taken By: Daniel K. Wick

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, EXTENDING THE CLOSING DATE TO JANUARY 1, 2009 FOR THE SALE OF PROPERTY LOCATED SOUTHEAST (ADJACENT) OF 5524 SOUNDVIEW DRIVE, GIG HARBOR, WASHINGTON, WHICH WAS DECLARED SURPLUS TO THE CITY'S NEEDS IN RESOLUTION 734.

WHEREAS, the City Council received a request for purchase of the Property southeast of 5524 Soundview Drive in Gig Harbor, which lies adjacent to a street that the City owns in fee; and

WHEREAS, the City passed Resolution 734 which declared said property surplus to the City's needs and established a process for a call for bids to obtain the highest possible value for the Property, after receiving an appraisal which established the fair market value; and

WHEREAS, Resolution 734 described the conditions of sale and included a provision that the sale of the surplus property would close no later than June 30, 2008; and

WHEREAS, the successful bidder for the property was Bergen Richards LLC in the amount of \$61,001.00; and

WHEREAS, at Bergen Richard's request, the closing of the property did not occur by June 30, 2008 and Bergen Richards has requested that the closing date for the property be extended until January 1, 2009; NOW THEREFORE,

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

Section 1. Amendment of Conditions of Sale. The City Council hereby declares its intent to sell the Property, under the same conditions of sale described in Resolution No. 734, but with the following amended condition:

A. Closing of the Property will be negotiated by the parties, but shall take place on or before January 1, 2009.

Section 2. All other provisions of Resolution 734 shall remain in effect.

RESOLVED by the City Council this 11th day of August, 2008.

APPROVED:

MAYOR, CHARLES HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

FILED WITH THE CITY CLERK: 8/5/08
PASSED BY THE CITY COUNCIL: 8/11/08
RESOLUTION NO. 763



Subject: Grandview Street Improvements
Consultant Design Contract
– McDonald to Soundview

Proposed Council Action: Authorize the award and execution of a contract with Gray & Osborne, Inc. (G&O) in an amount not to exceed \$99,400.00 for the design of the Grandview Street Improvements Project.

Dept. Origin: Engineering Division

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

For Agenda of: August 11, 2008

Exhibits: Consultant Service Contract

	Initial & Date
Concurred by Mayor:	<i>SLH 8/7/08</i>
Approved by City Administrator:	<i>RSK 8/7/08</i>
Approved as to form by City Atty:	_____
Approved by Finance Director:	<i>DF 8/7/08</i>
Approved by Department Head:	<i>DF 8/1/08</i>

Expenditure	Amount	Appropriation
Required \$99,400.00	Budgeted \$99,400.00	Required \$0.00

INFORMATION / BACKGROUND

This contract with Gray & Osborne, Inc. provides for the design of Grandview Street Improvements between McDonald Avenue and Soundview Drive. The improvements include sidewalks along both sides of Grandview, pedestrian lighting along Grandview, drainage system improvements and intersection lighting at Soundview. This project would extend the existing improvements along Grandview and connect to existing sidewalks at Soundview Drive as well as improve pedestrian access to the Gig Harbor Civic Center and Grandview Park.

This project includes construction of sidewalk adjacent to the water tank at the northeast corner of the park. This tank was built directly on existing soil, no foundation. Gray & Osborne will provide geotechnical services to verify the soil under the tank will remain stable during and after construction.

The existing water main under this section of Grandview Street is asbestos concrete (AC) pipe. This type of pipe has broken at several locations throughout the city. The City's policy is to upgrade all AC pipe. This project will include replacement of the existing AC pipe to avoid future trenching through new roadway leaving a permanent patch.

FISCAL CONSIDERATION

The 2008 Street Capital Fund allocated \$90,000 for design of this project under Objective #13. After completion of the 2008 budget, two new elements were added to the scope: new sidewalk along the north side of Grandview westerly from McDonald Avenue to the existing sidewalk and replacement of the existing AC water pipe. The original budget estimate also

Consent Agenda - 13
didn't consider geotechnical analysis of the soil supporting the water storage tank at Grandview Park and the failing road base just west of the intersection of Grandview Street and Soundview Drive. The line item in the water budget "Professional Services" will cover the cost of designing replacement of the existing AC waterline, which is estimated to be \$9,400. The total expenditure from the two budgets will be up to \$99,400.00.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of a contract with Gray & Osborne, Inc. (G&O) in an amount not to exceed \$99,400.00 for the design of the Grandview Street Improvements Project.

CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRAY & OSBORNE, INC.

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne Inc, a corporation organized under the laws of the State of Washington located and doing business at 701 Dexter Av N, Ste 200, Seattle, WA 98109 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of City Street Project "Grandview Street—McDonald to Soundview Drive" and desires that the Consultant perform 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 May 14, 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 Exhibit B - 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 Ninety-Nine Thousand Four Hundred Dollars and Zero Cents (\$99,400.00) 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 Exhibit B – Cost Estimate**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; 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 May 1, 2009; 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:
Gray & Osborne, Inc.
Attn: Tim Osborne, PE
701 Dexter Av N, Ste 200
Seattle, WA 98109
(206) 284-0860
FAX (206) 283-3206

City of Gig Harbor
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:
Gray & Osborne, Inc.
Attn: Tim Osborne, PE
701 Dexter Av N, Ste 200
Seattle, WA 98109
(206) 284-0860
FAX (206) 283-3206

City of Gig Harbor
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)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Timothy Osborne 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 vice president of Gray & Osborne, Inc to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/30/09

Melissa Drysdale

(print or type name)

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

King

My Commission expires: 3/9/2011

MELISSA DRYSDALE
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
03-09-11

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: _____

EXHIBIT A

SCOPE OF WORK

The City of Gig Harbor (Agency) desires to make certain transportation improvements more commonly referred to in their 2008 6-Year TIP (Project No. 10) as the Grandview Street Improvements (Phase 3) Project. This project is located more particularly from the intersection of McDonald Avenue to Soundview Drive. The project will be constructed within the corporate limits the Agency. The Agency would also like to construct: (1) sidewalks (abutting the back of curbs) in and along the north side of Grandview Street from their existing sidewalk termination point located approximately 300 feet east of the Pioneer Way intersection in an easterly direction for approximately 500 feet to the intersection of McDonald Avenue; and (2) replace the public potable water system located in and along Grandview Street, more particularly, from McDonald Avenue to Soundview Drive. See Exhibit "C" for project location. The improvements contemplated will be segregated into several schedules of work, and generally include the design and construction of the following:

Schedule A: Grandview Street (McDonald Avenue to Soundview Drive)

- Grandview Street will be improved between and including the intersection of McDonald Street to Soundview Drive, a distance of approximately 1,300 linear feet. Proposed roadway improvements include minor and isolated street reconstruction, pavement (section) widening (resulting in sections 36-feet-wide: face of curb to face of curb) and an asphalt overlay. Related improvements include concrete curbs, gutters, 5.5-foot-wide sidewalks (both sides), and where directed by the Agency, landscape strips on both sides. The pavement section will consist of two each 13-foot-wide travel lanes, and adjacent 5-foot-wide bicycle lanes.
- Pedestrian lighting (illumination) will be designed on both sides of the street per Agency Standards.
- Street illumination will be upgraded to meet current Agency Standards at the Grandview Street/Soundview Drive intersection (only).
- Overhead utilities located within existing City-owned rights-of-way will be relocated underground "by others". Agency will perform all work related thereto, to include coordination of any street illumination. Gray & Osborne, Inc. is not responsible for this work or any work related thereto.
- Storm drainage improvements will include miscellaneous connections to the existing system to accommodate the widened roadway section (new basins and laterals connected to the existing conveyance system). New facilities

Exhibit A - Scope of Work

will include Agency approved treatment and detention systems as required, and per current Agency Standards and/or as approved by the Agency Engineer and/or his authorized representative.

- Landscape strips will be designed per Agency Standards and may vary in width and location as specifically approved by the City Engineer and/or his authorized representative to accommodate a meandering sidewalk along portions of the south side of the road (in and along City Park property so as to integrate existing trails and paths into this roadway project).
- The roadway will not be vertically or horizontally realigned to facilitate enhanced sight or stopping distances.
- Rock or concrete block walls (per Agency Standards) will be designed and constructed in and along portions of the roadway to accommodate both roadway widening and the desire to construct the Project within existing rights-of-way (except adjacent to Agency owned park or reservoir property – see comments on meandering sidewalk above).
- The acquisition of additional rights-of-way or easements is not required for the construction of this project. Agency will provide and acquire all construction permits required for the construction of this Project. Construction permits are anticipated to be required to accommodate the construction of the transitional improvements between the new roadway section and adjacent properties, and/or driveway reconstruction extending onto adjacent private properties as may be required, and/or water service interties (Schedule C).

Schedule B: Grandview Drive (North Side Frontage Improvements West of McDonald Avenue)

- A new 5.5-foot-wide concrete sidewalk will be designed (approximately 500 linear feet) adjacent to the back of the existing concrete curb on the north side of the street.
- No landscaping will be provided.
- Conduits and pullboxes will be designed and installed (per Agency Standards) to accommodate future pedestrian lighting in and along this side of the corridor. Illumination and ancillary items related thereto to be furnished and installed “by others” employed by the Agency, at a future date.

Exhibit A - Scope of Work

- No right-of-way or easement acquisition is required for this schedule of work. The Agency will provide and acquire any construction permits necessary to accommodate the construction of proposed improvements.
- No walls are required in this portion of the corridor to facilitate construction of this sidewalk.

Schedule C: Water System Improvements

- Design new water system (8-inch-diameter pipeline) in and along Grandview Street from McDonald Avenue to Soundview Drive. Work will include abandonment of existing A.C. systems, new system interties at the exiting interties locations, new service lines, meter relocation (as may be required), and replacement of all existing residential services.

All Schedules of Work

The following items will be coordinated and included in the Consultants scope of work on this Project:

- Public Involvement Process
- QA/QC Program
- Agency/Consultant Meetings
- Utility coordination and conflict resolution (except where otherwise noted herein)
- Channelization and signing
- Limited bid and award services (as further listed herein)
- Limited construction management services (as further listed herein)
- Preparation of PS&E documentation (as further listed herein)

The Agency (1) will provide/acquire all permits necessary for the construction of the Project, and (2) desires to have the project design completed, so as to facilitate a 2009 construction season (initiate construction in spring of 2009). A preliminary project schedule is included herein.

DESIGN BID AND AWARD SERVICES

This project Bid Documents will be prepared to include three separate schedules of work. Project will be bid as a single project. The work shown below applies to Schedules A, B, and C as specifically noted.

Task 1 – Project Management, Oversight, and Quality Assurance/Quality Control (Schedules A, B, and C)

Objective: To provide overall project and resource management, and quality control oversight of the project, and project deliverables by the Principal-In-Charge, project manager, and other key team members.

- A. Provide overall project management and oversight services, to include:
- Procure sufficient staff resources to dedicate to the project.
 - Prepare and execute Subconsultant contracts.
 - Coordinate subconsultant work.
 - Oversee project budget, deliverables, and schedule.
 - Review monthly progress reports and invoices.
- B. Oversee three in-house quality assurance/quality control (QA/QC) meetings during the design phase. The meetings will include review by senior project staff, selected design team members, and Agency staff (as required and/or desired). Meetings to take place at the following levels:
- Kick-off (5% ±, defined more fully in Task 3).
 - Preliminary Design (60 % ±, defined more fully in Task 11).
 - Final Design (90 % ±, defined more fully in Task 12).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews including applicable Agency comments.

Deliverables:

1. Monthly invoices with supporting documentation and brief description of work performed during the billing period.
2. Miscellaneous correspondence items.

Task 2 – Prepare Technical Memorandum (Schedules A, B, and C)

Objective: To provide a technical memorandum summarizing the project understanding, major design criteria, and general design guidelines and standards which will govern the development of pertinent project documents.

- A. Review Agency Standards, project funding, right-of-way, environmental considerations, and other pertinent design and construction constraints regarding this Project.
- B. Prepare a technical memorandum summarizing the project understanding, major design criteria, and general design guidelines and standards under which pertinent project documents will be developed.
- C. Identify regulatory approvals required, emphasizing to the Agency those that have significant impacts to the project budget and/or schedule.
- D. Circulate the technical memorandum to key members of the Design Team and Agency staff (via the Agency's designated project manager), and solicit comments and/or clarifications. Incorporate all relevant review comments.
- E. Distribute the final technical memorandum to the Design Team and submit one copy to the Agency project manager for Agency distribution and files.

Deliverables: Draft copy and final copy of technical memorandum (both in electronic format (PDF) and hard copy).

Task 3 – Kick-Off QA/QC Meeting (Schedules A, B, and C)

Objective: To conduct a quality assurance/quality control (QA/QC) meeting for the project to identify critical path items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. With the technical memorandum available, conduct an initial QA/QC meeting to initiate the design process for the project, discussing the following items at a minimum:
 - Review project understanding and design criteria to be employed.
 - Review task assignments and budget hours for assigned tasks.
 - Review project schedule and milestones/deliverables.
 - Identify special regulatory or Agency impact requirements.

- Document the discussion of the QA/QC and distribute to all attendees.
- Identify key Agency personnel and their roles in the project.
- Establish chain of command and preferred communication tools.

Deliverables:

1. QA/QC form with key project agenda items
2. QA/QC form indentifying additional items discussed and other pertinent data (including names of participants).

Task 4 – Data Acquisition (Schedules A, B, and C)

Task 4A – Utility Purveyor Information Acquisition

- A. Acquire available utility as-built data or record drawings from utility purveyors known to provide services in the project corridor.

Deliverables:

1. Copy of all letter correspondence requesting information from utility purveyors.
2. Paper copy of all record drawings or information received from utility purveyors.

Task 4B – Surveying (Schedules A, B, and C)

Objective: Identify the limits of the existing rights-of-way in the project corridor(s) prior to design (our work assumes a Record of Survey and a Boundary/Property Line Survey is not required). Research and establish Agency approved vertical and horizontal control necessary to support the design and construction of the project. Field locate pertinent topographical information to include, but not specifically limited to, existing and obvious utilities, driveway locations and profiles, other points of ingress/egress, fences, major trees and vegetation, etc., and other relevant and pertinent topographical features to facilitate design of the Project.

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc. from the County Courthouse (Auditor's Office) along the project corridor(s) as required for establishing the existing rights-of-way. This work will include:

Exhibit A - Scope of Work

- Identify current rights-of-way based on available information and field survey.
 - Map and overlay the rights-of-way in the plan view of the project corridor.
- B. Establish vertical and horizontal control in the project corridor on the Agency's adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals.
- C. Acquire supplemental topographical survey of site (adjacent to project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), fences, major trees and significant landscaping, sidewalks, utility paint marks, etc., in sufficient detail to support an adequate level of design.
- D. Acquire "off-site" survey of intersecting streets, and all driveways (including profiling driveways to 100') to facilitate incorporation of ingress/egress points into design.
- E. Map existing topographical data and submit to Agency for their review and comment.

Deliverables: Hard copy and electronic copy of all survey notes, mapping products, and right-of-way calculations.

NOTE: No right-of-way or easement services are included within this Scope of Work. Right-of-way services are defined as, and include:

- Any work associated with rectifying discrepancies in rights-of-way, record surveys, plat maps, etc.
- Any work associated with right-of-way acquisition, to include title reports, right-of-entry agreements, appraisals, appraisal reviews, fair cost estimates of market value of properties, Project Funding Estimates (PFE), legal descriptions, deeds, schematic exhibits, negotiations, and conveyance documents.
- Any additional survey work associated with staking rights-of-way and/or property lines.
- Any work associated with the preparation and filing of easements and/or record surveys.
- Any costs associated with the actual purchase of real estate.
- Establishing property lines or setting property corners.

Task 5 – Geotechnical Services (Schedule A)

Objective: To conduct field assessments (by or under the direct supervision of a licensed geotechnical engineer) to determine subsurface soil characteristics in order to provide design recommendations to support road project.

- A. Retain the services of a qualified geotechnical engineering subconsultant who will perform the following scope of work.
1. **Site Reconnaissance/Utility Locate** – We will visit the site to conduct a reconnaissance, select and mark boring locations, and coordinate utilities clearance prior to our drilling program.
 2. **Subsurface Exploration** – We propose to drill a total of six test borings totaling approximately 90 feet of drilling for this project. The distribution of these borings are as follows:
 - **Adjacent to the existing reservoirs** – One test boring at this location to determine the subsurface conditions underlying the slope located below the reservoir. One of the borings may need to be drilled from the top of the slope, inside the fenced compound of the reservoirs. We assume 20-foot-deep borings for budgeting purposes.
 - **Potential slide area near Soundview Drive** – One boring will be drilled in the possible slide area in order to develop a subsurface profile for engineering analysis and design. We have assumed an approximate 20-foot deep boring in this location for budgeting purposes.
 - **High-Mast Street Lights** – One 15-foot-deep boring is planned at the Soundview Drive intersection.
 - **Walls/Fills/Cuts along the alignment** – Three test borings are planned for this task to evaluate the subsurface conditions along the alignment. These borings are anticipated to be 10-feet deep. The actual boring locations will be determined based on our site reconnaissance. We will prepare a proposed boring plan for approval prior to the drilling. Soil samples will be obtained from the borings using Standard penetration tests (SPT) at 2-1/2-foot depth intervals in the test borings. The test results will be used to correlate the engineering properties of the site soils. At this

time, the lead time needed to schedule a drill rig is about 2 to 3 weeks.

3. **Laboratory Testing** – Representative soil samples will be collected for laboratory testing. We envisage the testing to include natural moisture content, grain size distribution.
4. **Engineering Analysis** – Perform engineering analyses based on data derived from our subsurface exploration program relative to the proposed improvements.
5. **Report** – A draft geotechnical report will be prepared and submitted to the project team. The report will include:
 - A site plan indicating boring locations
 - Description of surface and subsurface conditions, including borings logs
 - Pavement design
 - Foundation recommendations for high-mast street lights
 - The results of slope stability evaluation near Soundview Drive and mitigation measures
 - Recommendations for cuts and walls below the reservoirs to mitigate any potential risks of movements as a result of the proposed grading
 - Recommendations for cuts, fills, and walls along the alignment to accommodate the roadway widening
 - General earthwork recommendations, trenching for water line and a storm drain (less than 5-feet deep), suitability to reuse the on-site soils, and general drainage considerations.

The draft report will be finalized once we receive review comments from the project team.

Assumptions

1. The Agency will provide Right of Entry and Street Use Permits, as applicable.
2. Gray & Osborne/Agency will provide PanGEO, Inc. with appropriate digital base maps for use in presenting the results of our investigation.
3. Gray & Osborne/Agency will provide traffic data for use in the roadway pavement design(s)

Exhibit A - Scope of Work

4. PanGEO will coordinate all field investigation activities with the Agency and Gray & Osborne's project staff, including traffic control
5. PanGEO will coordinate utility locate activities

Deliverables:

1. Copy of Draft Geotechnical Report and Final Geotechnical Report.
2. Copy of Traffic Control Plan identifying traffic control to be employed (as approved by Agency) during project geotechnical investigation.

Task 6 – Water Main Design (Schedule C only)

Objective: To design and construct a new water system within Grandview Street from McDonald Avenue to Soundview Drive and to structure it as a separate bid schedule to be bid and constructed in conjunction with Schedules A and B.

- A. Prepare conceptual layout and design of new 8-inch water main in and along this portion of Grandview Street. This will include preparation of detailed system interties for Agency review and comment. Incorporate comments into preliminary and final design/bid/construction documents.
- B. Clearly identify water service transfers and the relocation of existing water meters as required (Agency to identify meters to be relocated).
- C. Locate fire hydrants in and along the proposed corridor per Agency Standards and Fire Marshal approval. Coordinate with Agency staff to accommodate same.
- D. Abandon the existing A.C. water system in place (where possible) per Agency review and approval.
- E. Prepare and submit preliminary and final design/bid/construction documents with roadway design submittals as further noted herein.
- F. Prepare engineer's estimated construction cost and submit with roadway design submittal as further noted herein.
- G. Prepare technical specifications and bid proposal for this schedule of work.
- H. Design the proposed facilities in compliance with Agency Standards.

Deliverables:

1. Conceptual drawing of water system including intertie details.
2. Preliminary set of drawings (60%), specifications (60%), and cost estimates.
3. Final set of drawings (100%), specifications (100%), and cost estimates to include both a hard copy and an electronic copy (see also Task 7, 11, and 12).

Task 7 – Conceptual Drawings/Renderings (Schedules A and B)

Objective: To prepare conceptual drawings, sketches, diagrams, schematics, and/or renderings of the proposed improvements for the Agency's use, to include displaying same at Council workshops, staff meetings, and public venues.

Subtask 7.1 – Intersection treatments

- A. Prepare conceptual layouts and full-size drawings (plan review only) of all intersections illustrating proposed improvements.

Subtask 7.2 – Roadway corridor treatments

- A. Prepare conceptual layouts and full-size drawings (plan review only) of roadway, to include typical cross sections illustrating the proposed roadway improvements.

Deliverables:

1. Conceptual drawings of roadway and sidewalk plans.

NOTE: See Task 6 for Water Main Design.

Task 8 – Environmental and Permitting Process (Schedules A, B, and C)

Objective: Identify and acquire the various environmental approvals, all permits, and any related approvals necessary to facilitate construction of the project.
Task 8 to be performed in its entirety by the Agency.

Subtask 8.1 – National Historic Preservation Act Section 106 (By Agency – if needed)

Subtask 8.2 – SEPA Checklist (to be performed by Agency)

Subtask 8.3 – Permits (to be acquired by Agency)

Deliverables: None by Engineer. All by Agency.

Task 9 – Utility Coordination (Schedules A, B, and C)

Objective: To advise the various utility purveyors of the proposed improvements through the transmittal of preliminary and final project documents, and to coordinate and help facilitate overhead utility undergrounding (see Agency participation regarding this item below), and utility conflict resolution caused by installation of proposed new improvements affected by the construction.

Subtask 9.1 – Telephone (By Agency)

- A. Agency to coordinate any utility undergrounding through meetings and/or correspondence with the telephone service provider(s).

Subtask 9.2 – Electrical (By Agency)

- A. Agency to coordinate utility undergrounding through meetings and/or correspondence with the electrical service provider(s), while representing the interests of the Agency.

Subtask 9.3 – Cable TV (By Agency)

- A. Agency to coordinate utility undergrounding through meetings and/or correspondence with the cable television service provider(s).

Subtask 9.4 – Natural gas (as applicable)

- A. Coordinate any utility conflict resolution of natural gas infrastructure, through meetings and/or correspondence with the natural gas service provider(s), while representing the interests of the Agency.

Subtask 9.5 – Agency Water

- A. See Task 6: New Water System Design.

Subtask 9.6 – Sanitary Sewer

- A. Coordinate any utility conflict resolution of sewer infrastructure, through meetings and/or correspondence with Agency staff.

NOTE: Task 9 assumes: (1) that the various utility purveyors operate by utility franchise within City-owned public rights-of-way, and the Agency will provide copies of relevant documents regarding these facilities and franchise agreements to the Engineer as may be available and applicable. Gray & Osborne, Inc. is not responsible for costs resulting from utility relocation design and/or actual relocation of any utilities unless specifically stated otherwise in this contract agreement or supplement thereto; (2) that preparation of any new easement documentation is specifically excluded for any and all existing utility purveyor(s); (3) that the Engineer will send plan sets to affected utility purveyors at two intervals through the development of the project design documents (30 percent and 90 percent submittal level) to inform those utility purveyors of the Project, and to solicit comments on same; and (4) Agency will coordinate the undergrounding of utilities in this corridor, as well as any new street illumination, and the Engineer is not responsible for incorporating this work into the Contract Documents.

Deliverables: Copies of all correspondence or other written documentation pertaining to the Engineer's coordination with utility purveyors.

Task 10 – Public Involvement Process (Schedules A, B, and C)

Objective: To provide the public with information regarding the development of the project and to solicit input from the public regarding the proposed improvements.

Subtask 10.1 – Public/Staff Meetings

- A. Coordinate and assist the Agency in holding two “general stakeholder workshops” during the course of the Project. The Agency to determine the exact timing of the meetings.
- B. Coordinate and conduct up to five additional and separate meetings with Agency staff and/or City Council to discuss their project in greater detail as the project develops.

Deliverables:

1. Conceptual drawings, sketches, diagrams, schematics, and/or renderings of the proposed design, including alternatives, as applicable, to illustrate the proposed improvements and/or the final design.
2. Prepare copy of public invitation and/or handout to be used in the Public Involvement Process. Agency to print and/or copies of invitations.

NOTE: Task 10 assumes that the Agency will make arrangements for and provide suitable locations to accommodate public and staff meetings.

Task 11 – Preliminary Design (Schedules A and B)

Objective: To prepare and submit preliminary design documents (60 percent level of design) including drawings, specifications, and cost estimates for use in reviews by the Agency in the development of the Project. Specifications will be prepared in WSDOT “Standard Specifications” format (2008 edition).

NOTE: See Task 6 for Schedule C work.

Subtask 11.1 – Incorporate Relevant Data

- A. Incorporate all utility as-built information (as may be made available by various utility purveyors), survey data, plat map (property line) information, and other available and relevant information into the development of a base map. Superimpose proposed horizontal alignment and vertical profile onto base map.
- B. Identify locations of soil borings and/or test pits performed by geotechnical engineer.
- C. Map the general location of property lines on the Drawings as such lines appear on County Assessor maps.

Subtask 11.2 – Storm drainage

This work assumes the design of “downstream” improvements beyond the limits of this project will not be included as a part of this project, and the existing conveyance system is hydraulically sized and structurally competent to accommodate new connections to the existing system, and that the existing system will not need to be upgraded, paralleled or replaced.

- A. Design and submit stormwater improvements including Agency approved surface water treatment facilities (filters, bioswales, treatment vaults, etc.,

as may be approved by the Agency), as well as, detention facilities (for increased impervious areas created by project), as well as, new catch basins and laterals extending from the existing system to new gutter panels.

Subtask 11.3A - Intersections

- A. Prepare and submit intersection drawings for each intersection identifying turning radii, channelization markings, and signing and/or traffic control devices. It is assumed that the Soundview Drive intersection will not be redesigned and that the existing sidewalks terminating on the westerly leg of this intersection will be incorporated into the new Grandview Street improvements.

Subtask 11.3B – Roadways

- A. Prepare and submit roadway drawings in compliance with applicable standards (MUTCD, AASHTO, WSDOT, ADA, and Agency Standards). Include road profiles, selected cross sections, pavement sections, etc.

Subtask 11.4 – Illumination and Landscaping

- A. Prepare and submit pedestrian illumination drawings based on Agency adopted standard pedestrian illumination systems.
- B. Prepare and submit new and/or enhanced street illumination for the Sunset Boulevard intersection (only) so as to comply with current Agency Standards.
- C. Agency to coordinate with PSE regarding the installation and/or relocation of any street lighting within the roadway corridor.
- D. Prepare landscaping plans for landscaping strips in compliance with current landscape strips designed in this corridor (westerly of this project).

Subtask 11.5 – Specifications (draft)

- A. Prepare and submit draft “project” specifications in “WSDOT” 2008 “Standard Specifications” format. Specifications to include Agency approved proposal, contract, and bonding documents, in compliance with Agency Standards.

Subtask 11.6 – Quantities and cost estimates

- A. Calculate bid quantities, and prepare and submit preliminary-level construction cost estimates. Note: This task assumes typical and “industry standard” bid items will be utilized and not a “lump sum” contract bid.

Subtask 11.7 – Preliminary Plans

- A. Prepare and submit preliminary design/construction plans in Agency-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc. Documents to be in format suitable to acquire Agency approval.

Subtask 11.8 – 60% QA/QC Meeting

- A. Conduct a QA/QC meeting near the completion of the preliminary design phase (60%) of the project, concentrating on items such as schedule, budget, constructability, general progress of the project. Invite Agency staff and the Agency project manager to attend.
- B. Incorporate all relevant review comments and summarize in written form at and distribute to all key team members (copy to Agency project manager). Revise plans and specifications to reflect relevant review comments.

Deliverables:

1. Two sets of Preliminary drawings (60%), specifications (60%), and cost estimates.

Task 12 – Final Design (Schedules A and B)

Objective: To prepare final design documents suitable for bidding, award, and construction of the Project. Specifications will be prepared in WSDOT format and per Agency requirements, meeting minimum Agency requirements, adhering to applicable Agency codes, and applicable State guidelines where and when applicable. Plans shall be prepared in Agency approved format to include plan and profile sheets and special details.

The PS&E package will consist of engineered designed roadways, including pedestrian facilities (including integrating adjacent sidewalks and trails in park), storm drainage enhancements, illumination (pedestrian and Soundview Drive intersection), walls (as applicable), driveway reconstruction, abandonment of existing facilities (A.C. water main),

channelization and signing, new water system. City will coordinate the undergrounding of overhead utilities, any street illumination, and reviews and/or alternatives thereto. (Gray & Osborne is not responsible for any of this work or work items related thereto.)

See Task 6 for water main work (Schedule C).

Subtask 12.1 – Incorporate Relevant Data

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of the final design documents. Finalize the horizontal alignment and vertical profile, roadway geometrics, street and pedestrian illumination, minor landscaping, storm drainage, and non-motorized facilities.
- B. Incorporate geotechnical boring locations, and applicable geotechnical recommendations and design products (walls, pavement section, etc.).

Subtask 12.2 – Storm drainage

- A. Finalize storm drainage plans for pipeline interties and lateral extensions, treatment and detention systems, etc., and all related facilities suitable to support the project as designed. This work assumes: (1) adequate “downstream” improvements beyond the limits of this project will not be included as part of this Project; (2) the Agency will provide direction on the engineer sponsored methods of treatment and detention; and (3) the existing conveyance system is suitable for use for this project.

Subtask 12.3 – Intersections and Roadways

- A. Finalize intersection and roadway drawings to include pavement design, cross sections, motorized and non-motorized facilities, illumination, landscaping, walls, channelization, signing, and related amenities/facilities.

Subtask 12.4 – Specifications

- A. Prepare and submit final specifications in WSDOT format (suitable to receive Agency approval), to include proposal, contract, and bonding documents.

Subtask 12.5 – Quantities and cost estimates

- A. Prepare final quantity take-off and detailed construction-level engineer's construction cost estimate.

Subtask 12.6 – 90% QA/QC meeting

- A. Conduct a QA/QC meeting at the “near-bid-ready” design phase (90%) of the project, concentrating on items such as construction schedule, construction budget, and project constructability.
- B. Incorporate all relevant review comments and summarize in written format. Distribute QA/QC form to all attendees, including copy to City. Revise plans and specifications to reflect relevant review comments.

Subtask 12.7 – Plans and Specifications

- A. Submit two copies of the semifinal PS&E package (Plans and Specifications at 90 percent complete) to the Agency and solicit their review, comment, approval, and authorization to finalize the project design documents.

Subtask 12.8 – Final Bid/Construction Document Submittals

- A. Prepare final bid/construction plans in Agency approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.
- B. Prepare final bid/construction specifications in Agency approved format to include general and special conditions, bonds, wage rates, and other pertinent documents.
- C. Prepare final engineer's estimate of probable “construction cost.”
- D. Request City authorization to advertise the Project for public bid.

Deliverables:

- 1. Two sets of 90 percent bid documents, and two sets of final bid documents including drawings, specifications, and cost estimates to include both a hard copy and an electronic copy.

Task 13 – Limited Bid and Award Services (Schedules A, B, and C)

Objective: To assist the Agency during bid and award phase.

- A. Prepare advertisement for bid and submit to Agency for their use in advertising the project for public bid.
- B. Prepare and distribute Bid Documents to Agency, local plan centers (up to six plan centers), interested Bidders, and local utility purveyors.
- C. Maintain Bidder's List.
- D. Assist Agency in responding to bid inquiries as requested by the City.

Deliverables:

- 1. Notice to Contractors.
- 2. Up to 25 copies of Bid Documents for distribution.
- 3. Planholder's List.

Task 14 – Limited Construction Management Services (Schedules A, B, and C)

Objective: To assist the Agency during construction phase.

- A. Provide submittal review and responses regarding materials to be employed/utilized in, and/or, on the project. Provide written review comments to Agency regarding acceptability of materials in compliance with the Contract Documents.
- B. Answer Contractor sponsored RFIs as may be required and as may be specifically routed through the Agency's project manager to the Engineer. The Engineer shall have no direct contact with the Contractor, unless specifically requested by the Agency.

Deliverables:

- 1. Copy of all submittals and response to submittals.
- 2. Copy of all written responses to Contractor sponsored RFIs.

Note: All correspondence to be directed to the Agency's Project Manager.

Exhibit A - Scope of Work

SCHEDULE

The schedule for completion of major work items associated with this Scope of Work is as follows:

<u>Item</u>	<u>(Calendar Days)</u>		
	<u>Begins On</u>	<u>Duration</u>	<u>Ends On</u>
• Authorization to Proceed (written notice)	1	2	3
• Data Acquisition (incl. survey, geotechnical, utility information, etc.)	3	56	59
• Conceptual Development/Submittal (30%)	23	36	59
• Agency Review of Concept(s)	59	10	69
• 1 st Public Meeting (Window)	69	10	79
• Preliminary Design and Submittal (60%)	69	45	114
• Agency Review of 60% Submittal	114	10	124
• Environmental/Permitting Phase	124	115	239
• Semi-Final Design Development and Submittal (90%)	124	45	169
• Agency Review of 90% Submittal	169	11	180
• 2 nd Public Meeting (Window)	180	15	195
• Final Design Submittal (100%)	180	25	205
• Agency Review of Final (100%) Submittal	205	14	219
• Agency Authorize to Bid	219	14	233
• Bid Phase (Window)	233	21	254
• Agency Authorization Construction Phase	254	21	275
• Preconstruction Phase (Window)	275	60	305
• Construction Phase (Window)	305	100	415

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, net fee, will be as further set forth in the Agreement. This amount shall not be exceeded without prior written authorization of the Agency.

PROJECT ASSUMPTIONS REGARDING AGENCY RESPONSIBILITIES

This Scope of Work and the resulting maximum amount payable is based on the assumptions and those stated Agency responsibilities as required for the development of the Project. See also item assumptions noted in the aforementioned Tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This Scope of Work assumes that the Agency will provide overall coordination and approval of the project, including timely review of all submittals for all items of work.
2. This Scope of Work assumes that right-of-way or easement services will not be required. Please see "NOTE" at the end of Task 4 for description of excluded services.
3. This Scope of Work assumes that the Agency will provide the Engineer with any relevant traffic operation and accident information, prior geotechnical information, and as-built or record drawings of existing Agency-owned infrastructure within the right-of-way, as may be available and/or pertinent to the Project.
4. This Scope of Work assumes that a historical and cultural survey is not required for this Project (National Historic Preservation Act Section 106).
5. This Scope of Work assumes that the Agency will prepare, advertise, and circulate the SEPA checklist document, and pay any costs of publication, and also make timely threshold determinations.
6. This Scope of Work assumes the City will prepare and acquire all permits required for the Project.
7. This Scope of Work assumes the Agency will coordinate with all aerial purveyors and abutting property owners regarding the undergrounding of any utilities, as well as, any street illumination other than that specifically noted herein.
8. This Scope of Work assumes that the Agency will agree to appear as "Applicant" on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.
9. This Scope of Work assumes that the Agency will facilitate all workshops and the public meetings, and arrange for location(s) to convene such

Exhibit A - Scope of Work

workshops and the meeting, and pay any costs, if any, for the rental of such location(s).

10. This Scope of Work assumes that the Agency will permit the Engineer to print and sell the Bid Documents at its permanent location of business, and maintain a current Bidder's List.

EXHIBIT "B"

FEE PROPOSAL

**CITY OF GIG HARBOR
GRANDVIEW STREET IMPROVEMENT PROJECT**

Schedule A: McDonald Avenue To Sunset Boulevard

Prepared by: Tim Osborne, P.E.		Date: May 14, 2008			
Project: Grandview Street Improvement Project					
Direct Labor Cost (DLC)					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	40	x	\$32 to \$55	=	\$ 2,120
Project Manager/Engineer	140	x	\$32 to \$53	=	\$ 5,880
Design/Civil Engineers	184	x	\$26 to \$40	=	\$ 6,256
Electrical/Structural Engineers	80	x	\$24 to \$47	=	\$ 3,520
Senior Engineers (QA/QC)	24	x	\$30 to \$46	=	\$ 864
Technician/Drafter/EIT	136	x	\$15 to \$31	=	\$ 3,808
Survey Crew	29	x	\$43 to \$96	=	\$ 1,740
Professional Land Surveyor	8	x	\$33 to \$40	=	\$ 320
Environmental Technician/Specialist	1	x	\$27 to \$38	=	\$ 30
Field Inspector/Resident Engineer	0	x	\$18 to \$39	=	\$ 0
TOTAL DLC					\$24,538

Indirect Labor Cost (DLC x 1.62).....	\$39,752
Subtotal, Labor Costs.....	\$64,290
Fee @ 15%.....	\$ 9,643
Subtotal, Labor and Fee.....	\$73,933
Indirect Expenses: Subconsultants.....	\$ 8,196
PanGEO, Inc. (geotechnical)	\$7,451
10% Administrative Overhead on Subconsultants	\$ 745
Direct Expenses	
Mileage @ current allowable IRS, photographs, printing and miscellaneous expenses	\$ 1,936
TOTAL ESTIMATE COST.....	\$84,065

Exhibit B - Cost Estimate

EXHIBIT "B"

FEE PROPOSAL

**CITY OF GIG HARBOR
GRANDVIEW STREET IMPROVEMENT PROJECT**

Schedule B: Sidewalk Improvements West Of McDonald Avenue

Prepared by: Tim Osborne, P.E.		Date: May 14, 2008			
Project: Grandview Street Improvement Project (Schedule B)					
Direct Labor Cost (DLC)					
Classification	Man Hours	Rate	=	Cost	
Principal-In-Charge	2	x \$32 to \$55	=	\$ 106	
Project Manager/Engineer	8	x \$32 to \$53	=	\$ 352	
Design/Civil Engineers	12	x \$26 to \$40	=	\$ 432	
Electrical/Structural Engineers	6	x \$24 to \$47	=	\$ 264	
Senior Engineers	3	x \$30 to \$46	=	\$ 108	
Technician/Drafter/EIT	8	x \$15 to \$31	=	\$ 224	
Survey Crew	4	x \$43 to \$96	=	\$ 280	
Professional Land Surveyor	2	x \$37 to \$42	=	\$ 80	
Environmental Technician/Specialist	0	x \$27 to \$38	=	\$ 0	
Field Inspector/Resident Engineer	0	x \$18 to \$39	=	\$ 0	
TOTAL DLC				\$1,846	

Indirect Labor Cost (DLC x 1.62).....	\$2,991
Subtotal, Labor Costs.....	\$4,837
Fee @ 15%.....	\$ 725
Subtotal, Labor and Fee.....	\$5,562
Indirect Expenses: Subconsultants.....	\$ 0
APS (underground location services)	\$0
PanGEO, Inc. (geotechnical)	\$0
10% Administrative Overhead on Subconsultants	\$0
Direct Expenses	
Mileage @ current allowable IRS, photographs, printing and miscellaneous expenses	\$ 373
TOTAL ESTIMATE COST, SCHEDULE B.....	\$5,935

EXHIBIT "B"

FEE PROPOSAL

**CITY OF GIG HARBOR
GRANDVIEW STREET IMPROVEMENT PROJECT**

Schedule C: Water Main Upgrades

Prepared by: Tim Osborne, P.E.		Date: May 14, 2008	
Project: Grandview Street Improvement Project (Schedule C)			
Direct Labor Cost (DLC)			
Classification	Man Hours	Rate	Cost
Principal-In-Charge	4 x	\$32 to \$55 =	\$ 212
Project Manager/Engineer	16 x	\$32 to \$53 =	\$ 704
Design/Civil Engineers	40 x	\$26 to \$40 =	\$1,440
Electrical/Structural Engineers	0 x	\$24 to \$47 =	\$ 0
Senior Engineers (QA/QC)	6 x	\$30 to \$46 =	\$ 216
Technician/Drafter/EIT	16 x	\$15 to \$31 =	\$ 448
Survey Crew	0 x	\$43 to \$96 =	\$ 0
Professional Land Surveyor	0 x	\$37 to \$42 =	\$ 0
Environmental Technician/Specialist	0 x	\$27 to \$38 =	\$ 0
Field Inspector/Resident Engineer	0 x	\$18 to \$39 =	\$ 0
TOTAL DLC			\$3,020

Indirect Labor Cost (DLC x 1.62).....	\$4,892
Subtotal, Labor Costs.....	\$7,912
Fee @ 15%.....	\$1,187
Subtotal, Labor and Fee.....	\$9,099
Indirect Expenses: Subconsultants.....	\$ 0
APS (underground location services).....	\$0
PanGEO, Inc. (geotechnical).....	\$0
10% Administrative Overhead on Subconsultants.....	\$0
Direct Expenses	
Mileage @ current allowable IRS, photographs, printing and miscellaneous expenses.....	\$ 301
TOTAL ESTIMATE COST, SCHEDULE C.....	\$9,400

EXHIBIT "B"

FEE PROPOSAL

**CITY OF GIG HARBOR
GRANDVIEW STREET IMPROVEMENT PROJECT**

Schedule C: Water Main Upgrades

Prepared by: Tim Osborne, P.E.		Date: May 14, 2008			
Project: Grandview Street Improvement Project (Schedule C)					
Direct Labor Cost (DLC)					
Classification	Man Hours		Rate	=	Cost
Principal-In-Charge	4	x	\$32 to \$55	=	\$ 212
Project Manager/Engineer	16	x	\$32 to \$53	=	\$ 704
Design/Civil Engineers	40	x	\$26 to \$40	=	\$1,440
Electrical/Structural Engineers	0	x	\$24 to \$47	=	\$ 0
Senior Engineers (QA/QC)	6	x	\$30 to \$46	=	\$ 216
Technician/Drafter/EIT	16	x	\$15 to \$31	=	\$ 448
Survey Crew	0	x	\$43 to \$96	=	\$ 0
Professional Land Surveyor	0	x	\$37 to \$42	=	\$ 0
Environmental Technician/Specialist	0	x	\$27 to \$38	=	\$ 0
Field Inspector/Resident Engineer	0	x	\$18 to \$39	=	\$ 0
TOTAL DLC					\$3,020

Indirect Labor Cost (DLC x 1.62).....	\$4,892
Subtotal, Labor Costs.....	\$7,912
Fee @ 15%.....	\$1,187
Subtotal, Labor and Fee.....	\$9,099
Indirect Expenses: Subconsultants.....	\$ 0
APS (underground location services).....	\$0
PanGEO, Inc. (geotechnical).....	\$0
10% Administrative Overhead on Subconsultants.....	\$0
Direct Expenses	
Mileage @ current allowable IRS, photographs, printing and miscellaneous expenses.....	\$ 301
TOTAL ESTIMATE COST, SCHEDULE C.....	\$9,400

EXHIBIT "B"

FEE PROPOSAL

**CITY OF GIG HARBOR
GRANDVIEW STREET IMPROVEMENT PROJECT**

SCHEDULES A, B, AND C

Engineering Services: Summary of Costs (All Schedules of Work)

Schedule A	\$84,065
Schedule B	\$ 5,935
Schedule C	\$ 9,400
TOTAL ESTIMATE COST, ALL SCHEDULES	\$99,400



Subject: 2008 Street Rehabilitation and Resurfacing Project-Change Order #2

Proposed Council Action: Approve the execution of Change Order #2 to the 2008 Street Rehabilitation and Resurfacing Project (CSP-0805) in an amount of twenty-four thousand five hundred forty-three dollars and zero cents (\$24,543.00).

Dept. Origin: Public Works

Prepared by: Marcos R. McGraw
Project Engineer

MR
FOR

For Agenda of: August 11, 2008

Exhibits: Endorsed Change Order #2

Concurred by Mayor:

Initial & Date

Approved by City Administrator:

CLH 8/7/08
ROK 8/7/08

Approved as to form by City Atty:

Approved by Finance Director:

DF 8/7/08

Approved by Department Head:

DR 8/1/08

Expenditure Required	\$24,543.00	Amount Budgeted	\$293,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

Approximately three months ago an asbestos concrete water main broke just south of the Wastewater Treatment Plant along Harborview Drive. City Public Works staff immediately repaired the broken water main and placed a temporary patch on the roadway. This break severely damaged the roadway by eroding the subgrade and buckling the roadway surface.

On April 28, 2008 Council awarded the City's 2008 Street Rehabilitation and Resurfacing Project to Woodworth & Company, Incorporated in the amount of \$279,324.82. The proposed Change Order #2 to the 2008 Street Rehabilitation and Resurfacing contract directs Woodworth to remove the damaged roadway subgrade and surface where the water main break damaged the road then build a permanent roadway section. This Change Order would provide for the payment of the extra labor, equipment, and materials associated with the additional work and would add a new lump sum pay item to the contract.

This Change Order provides for six (6) additional working days to the original contract time.

FISCAL CONSIDERATION

The funding summary is shown in the table below.

Original 2008 Street Capital Budget for Project	\$293,000.00	
Bid Amount		\$279,324.82
Change Order No. 1 (Approved July 28, 2008)		\$15,077.50
Additional Amount Required for CO No. 1	\$1,402.32	
Change Order No. 2		\$24,543.00
New Total Contract Amount		\$318,945.32
Additional Amount Required for CO No. 2	\$24,543.00	

An additional \$24,543.00 to fund Change Order No. 2 would be combined from other projects that came in under budget in both the Water Capital fund and the Streets Capital Fund.

BOARD OR COMMITTEE RECOMMENDATION

The Operations and Public Projects Committee was notified at their July 17, 2008 meeting of this potential change to the contract.

RECOMMENDATION / MOTION

Move to: Approve the execution of Change Order #2 to the 2008 Street Rehabilitation and Resurfacing Project (CSP-0805) in an amount of twenty-four thousand five hundred forty-three dollars and zero cents (\$24,543.00).

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet <u>1</u> of <u>2</u>		CHANGE ORDER		Change Order Number <u>2</u>	
Date <u>07/31/2008</u>		CONTRACT NO.: <u>CSSP - 0805</u> 2008 Street Rehabilitation and Resurfacing			
<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.					
ENDORSED BY: _____ COMPANY NAME _____ SIGNATURE DATE TITLE: _____		TO: Jeff Williams Woodworth & Company, Inc. 1200 East D Street Tacoma, WA 98421			
Consent Given by Surety (When required): BY: _____ ATTORNEY IN-FACT DATE					

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 for the 2008 Street Rehabilitation and Resurfacing Project (CSP-0805) which were not anticipated at the time of bidding.

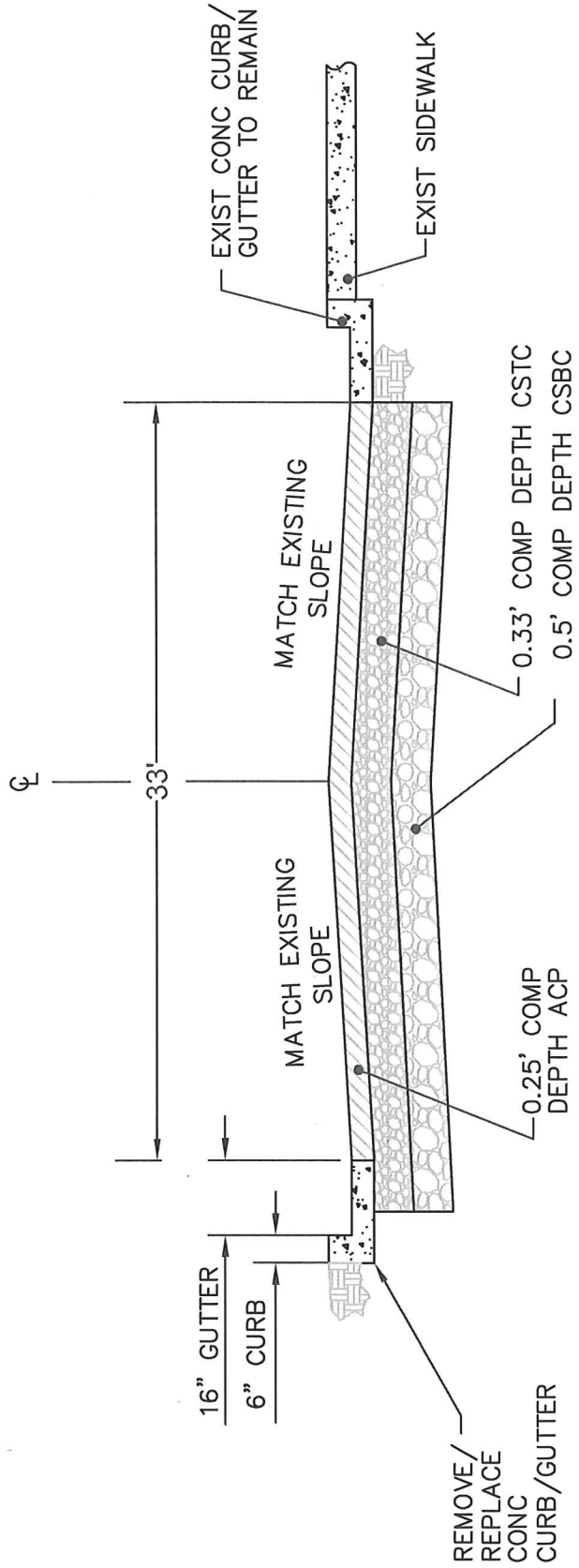
An existing water main under the 3900 block of Harborview Drive recently broke and damaged the roadway. The water released by this break eroded the road base and buckled the asphalt. The street was temporarily patched when the water main was repaired.

Woodworth & Company, Inc. (Contractor) shall remove approximately 52 LF of the existing roadway in accordance with the detail shown on Attachment 'A'. In general, the work consists of removing and replacing the existing cement concrete curb and gutter (one side only), asphalt concrete pavement, and subgrade. The Contractor shall maintain a minimum of one-way traffic at all times during the work. The Contractor's work shall be directed by the existing contract and related contract documents.

The lump sum price for this work shall include all labor, equipment, and materials necessary to complete the work describe including, but not limited to, flaggers and spotters, traffic control supervisor, temporary traffic control, removal of existing asphalt concrete pavement and subgrade, removal of cement concrete curb and gutter, placement of new cement concrete curb and gutter, placement of new subgrade and asphalt concrete pavement, raising to final grade of existing structures, and placement of temporary pavement markings.

Compensation for the changes described in this change order includes mark-ups and applicable sales tax and shall be paid by the addition of the lump sum bid item "Harborview

ATTACHMENT "A"



HARBORVIEW DRIVE ROADWAY REPAIR SECTION LOOKING NORTH
SCALE: NTS

REVISIONS

GIG HARBOR
"THE MARITIME CITY"

ENGINEERING DIVISION
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

DESIGNED BY:	JDL
DRAWN BY:	ADL
CHECKED BY:	JDL
APPROVED BY:	STM
SCALE:	AS SHOWN
OTHER:	---

WATER MAIN
REPLACEMENT PROJECT

CHANGE ORDER

ROADWAY SECTION

JOB NO.	CSSP-0802
DRAWING NO.	DT-01
SHEET	OF
1	1



Subject: Geo-Tech Services for the
the Eddon Boatyard Restoration Project

Proposed Council Action: Authorize the
Mayor on behalf of Council to execute a
contract between the City of Gig Harbor
and Geo Resources, LLC

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: August 11, 2008

Exhibits: Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: LDK 8/8/08

Approved as to form by City Atty:

Approved by Finance Director: CP 8/8/08

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$ 3,000	Budgeted \$980,000	Required \$ -0-

INFORMATION / BACKGROUND

Eddon Boat Park was acquired through the 2005 Voted General Obligation (UTGO) Bond. As part of the acquisition, the historic boat building was identified for preservation and restoration so that its traditional and culturally significant use, boat building, could also be preserved for the community. In 2006, the State approved the City's \$1 million grant request to restore the boat building for public access. As part of the work, a geo-tech is required to survey placement of pin piles that will reinforce the concrete foundation of the boat building.

FISCAL CONSIDERATION

This is a reimbursement grant that is already matched through the 2005 UTGO Bond. Two percent (\$20,000) goes to WSHS leaving \$980,000 to fund the restoration project.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of City Council to execute the contract with Geo Resources, LLC for the Eddon Boat Restoration Project.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GEO RESOURCES, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and GEO RESOURCES, a LLC organized under the laws of the State of WASHINGTON located and doing business at 5007 Pacific Highway East, Suite 20, Fife, WA 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Restoration of Eddon Boatyard and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated August 8, 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 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 three thousand dollars and no cents (\$3,000.00) 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 B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; 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:
GEO RESOURCES, LLC
ATTN: Keith Schembs, LEG
5007 Pacific Hwy. E., Suite 20
Fife, WA 98424
(253) 896-1011

City of Gig Harbor
ATTN: Lita Dawn Stanton
Special Projects
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

Consent Agenda - 15

IN WITNESS WHEREOF, the parties have executed this Agreement on this
8 day of August, 2008

CONSULTANT
By: [Signature]
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
GEO RESOURCES, LLC
ATTN: Keith Schembs, LEG
5007 Pacific Hwy. E., Suite 20
Fife, WA 98424
(253) 896-1011

City of Gig Harbor
ATTN: Lita Dawn Stanton
Special Projects
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated:_____

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

My Commission expires: _____

EXHIBIT A & B

5007 Pacific Highway East, #20
 Fife, Washington 98424
 (253) 896-1011
 (253) 896-2633

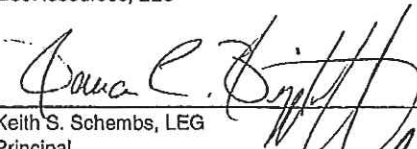

GeoResources, LLC

Proposal for Services

To:	City of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98335 (253) 853-7609 Attn: Ms. Lita Dawn Stanton	DATE	PROPOSAL NO.	
		August 8, 2008		GigHarbor.EddonBoatRestoration
		PROPOSAL NAME		Foundation Consultation and Test Pile Installation Monitoring
		LOCATION	Harborview Drive Gig Harbor, Washington	
From:	Keith Schembs, LEG	SUBJECT Proposal for Geotechnical Engineering Services		

ITEM	SCOPE OF WORK	FEE
	We are pleased to present this scope of work and fee schedule for our geotechnical services for the restoration of the Eddon Boatyard in Gig Harbor, Washington. Specifically the scope and fees for our services are as follows:	
1	Attend meeting at the site with the Structural Engineer and other city personnel to discuss foundation options. Principal Geologist 4 hours @ \$125/hr + mileage	\$530
2	Monitor installation of test pile and prepare observation letter Staff Engineer/Geologist 8 hours field time @ \$75/hour + mileage 4 hours report preparation and review @ \$75/hour	\$630 \$300
3	Senior Engineer Report Review Senior Engineer 1 hour report review @ \$95/ hour	\$95
	Total:	\$1,555

All services will be performed with current *GeoResources General Conditions*, a copy of which is attached. Alternatively you may append this to fit the standard city subcontractor contract. To authorize our proposed scope of work, please have an appropriate authority sign this form and return a copy to us.
 Thank you!

SUBMITTED BY	AUTHORIZED BY
GeoResources, LLC	City of Gig Harbor
 Keith S. Schembs, LEG Principal	_____ Signature and Date
 Glen Gead, PE Principal	_____ Name and Title



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

Subject: Canterwood Boulevard NW Roadway Improvements Project—Construction Contract Ratification

Dept. Origin: Public Works
Prepared by: David Stubchaer, PE
Public Works Director

For Agenda of: August 11, 2008

Proposed Council Action: Ratify the contract for construction of the Canterwood Boulevard NW Roadway Improvements Project with Active Construction Incorporated for the amount of Three Million, Seven Hundred and Seventy-Two Thousand, Seven Hundred and Thirty-Six Dollars and Sixteen Cents (\$3,772,736.16), including retail sales tax.

Exhibits:

	Initial & Date
Concurred by Mayor:	<i>CLH 8/11/08</i>
Approved by City Administrator:	<i>PK 8/11/08</i>
Approved as to form by City Atty:	<i>CAM 8/11/08</i>
Approved by Finance Director:	<i>DP 8/11/08</i>
Approved by Department Head:	<i>DS 8/11/08</i>

Expenditure Required	\$3,772,736.16	Amount Budgeted	\$11,000,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

This construction contract provides for the widening of Canterwood Blvd; construction of mitigation improvements; installation of a fish friendly cross culvert; relocation of McCormick Creek and related wetland mitigation improvements. Improvements below the ordinary high water mark are required to be completed by September 15, 2008. The contractor was issued a notice to proceed on August 8, 2008. Time is of the essence on this construction project and all work must be completed prior to the opening of the new hospital, which is scheduled for early 2009.

The City of Gig Harbor solicited bids for the construction of the Canterwood Boulevard NW Roadway Improvements Project and a total of four contractors submitted sealed bids on July 2, 2008.

The bid results are shown below and the Public Works Department has found Active Construction, Incorporated, to be the most responsible bidder in the amount of \$3,772,736.16.

Low Bidder	Active Construction, Inc.	\$3,772,736.16
2 nd Low Bidder	Stan Palmer Construction, Inc.	\$3,857,539.96
3 rd Low Bidder	Tucci & Sons, Inc.	\$4,151,979.28
4 th Low Bidder	Granit NW Inc dba Wilder Construction Co	\$4,257,722.08

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.
- f)

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

FISCAL CONSIDERATION

This project will be funded by the State of Washington Job Development Fund (JDF) Economic Grant in the amount of \$5,000,000. No City funds will be expended for construction of this project.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Ratify a contract for construction of the Canterwood Boulevard NW Roadway Improvements Project with Active Construction, Incorporated, in the amount not to exceed Three Million, Seven Hundred and Seventy-Two Thousand, Seven Hundred and Thirty-Six Dollars and Sixteen Cents (\$3,772,736.16) including retail sales tax.



Subject: Canterwood Boulevard NW Roadway Improvements Project

Dept. Origin: Public Works

Prepared by: David Stubchaer, PE
Public Works Director

DS

For Agenda of: June 30, 2008

Exhibits: Construction Contract

Proposed Council Action: Authorize the Mayor to award and execute a contract for construction of the Canterwood Boulevard NW Roadway Improvements Project with the successful bidder at the bidders bid price provided that the bid price does not exceed five million six hundred thousand dollars and zero cents (\$ 5,600,000.00).

Initial & Date
cut 6/26/08

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *DS 6/26/08*

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

INFORMATION / BACKGROUND

The City of Gig Harbor permitted the Fransiscan Health System (FHS) to build Saint Anthony's Hospital on property adjacent to Canterwood Boulevard NW. The hospital and the adjacent medical building will significantly increase the traffic volumes on the City streets in the vicinity. The traffic mitigation requirement imposed by the City of Gig Harbor, as a condition of permitting the project, was for FHS to increase the capacity of the Burnham Drive/Borgan Boulevard interchange. The first phase of this project is to widen Canterwood Boulevard from the hospital to the roundabout.

The City of Gig Harbor is currently in the process of soliciting bids for the construction of the Canterwood Boulevard NW Roadway Improvements Project. Permits required for the project have certain restrictions on the time of year the project construction can occur in or near the wetlands. In order to construct the project this year, a series of events must occur within a short timeframe. One of these events is to award and execute the construction contract. To assist in meeting the necessary timeframe, the Council is being asked to pre-authorize the Mayor to award and execute the contract for construction at an appropriate time in the overall process, and avoid possible delays in beginning construction of the project.

FISCAL CONSIDERATION

This project will be funded by the traffic impact fees paid by FHS. No City funds will be expended for construction of this project.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to award and execute a contract for construction of the Canterwood Boulevard NW Roadway Improvements Project with the successful bidder at the bidder's bid price provided that the bid price does not exceed five million six hundred thousand dollars and zero cents (\$ 5,600,000.00).

**CANTERWOOD BLVD. NW ROADWAY IMPROVEMENTS PROJECT
CSP 0817**

CONSTRUCTION SERVICES CONTRACT

THIS AGREEMENT, made and entered into, this 8th day of August, 2008, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Active Construction, Inc., a corporation organized under the laws of the State of Washington located and doing business at, 5110 River Road East, Puyallup, WA 98371, hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the reconstruction of approximately 2,800 feet of roadway; construction of new sidewalks and curb and gutter; construction of new planter strips and landscaping; installation of storm drainage pipes and structures; striping; permanent signing; traffic control, traffic signal systems, decorative light poles, and other work, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Canterwood Blvd. NW Street Improvements Project, CSP 0817," 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 **Three million, Seven hundred and Seventy-two thousand, Seven hundred and Thirty-six dollars and Sixteen cents (\$3,772,736.16)**, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City's Public Works Director, whichever is later. All physical contract work shall be completed within one hundred and eight (108)-working days.
3. The Contractor agrees to pay the City the sum of \$5,239.91 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2008 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

Charles J. Hunter 8-8-08
 Charles Hunter, Mayor date
 City of Gig Harbor

[Signature] 7-28-08
 Active Construction, Inc. date

Print Name & Title:

DAVID CECCANTI
PRESIDENT / CEO

ATTEST:

Mameer White 8-8-08
 Asst. City Clerk date

APPROVED FOR FORM:

 City Attorney date



Date: August 7, 2008
To: Mayor and City Council
From: Rob Karlinsey, City Administrator *RK*
Subject: Harborview/Judson Project Update

This coming Monday evening Eric Schmidt of Cascade Design Collaborative will come back to Council with further drawings and cost estimates of the Harborview/Judson project.

For 2009, we have \$2.2 million allocated in the capital improvement plan for this project (not including water and sewer lines—additional funds are budgeted in utilities). The latest cost estimates reveal that \$2.2 million will fund the following:

- Judson, Stanich, and Uddenberg Streets
- The intersection of Pioneer and Harborview, then continuing south on Harborview and hooking up Soundview to Judson.

Additional funds will be needed to fund the improvements on Harborview from Pioneer to Rosedale and beyond. We recommend that in the bid package, we have the Pioneer to Rosedale section funded as an additive bid alternate. If the bidding climate is favorable, we may be able to include the Pioneer to Rosedale section in the construction contract.

On September 8th we plan on having an open house for this project right before the Council meeting, and then obtain Council approval the same night.

Once Council approves the master plan, then the engineering firm will go into detailed design and preparing a bid package by late December or early January.



Subject: Resolution for Public Hearing
- Harborview Drive Street Vacation
Request – City of Gig Harbor, Wastewater
Treatment Plant Expansion Project –
(CSSP 0702)

Proposed Council Action: Recommend that
Council pass the resolution setting Monday,
Sept 22, , 2008 at 6:00 P.M. as the date for
the public hearing on the proposed street
vacation for a portion of Harborview Drive.

Dept. Origin: Public Works Department

Prepared by: Willy Hendrickson 
Engineering Technician

For Agenda of: Aug. 11, 2008

Exhibits: Resolution, Legal Description, Site Map,
Aerial Vicinity and Location Maps, Checklist, Site
Photo, Construction Detail

Initial & Date

Concurred by Mayor:

CLH 8/7

Approved by City Administrator:

AKK 7/22/08

Approved as to form by City Atty:

Cam 7/17/08

Approved by Finance Director:

NA

Approved by Department Head:

DB 7/22/08

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INTRODUCTION/BACKGROUND

The City of Gig Harbor is petitioning to vacate a portion of Harborview Drive in accordance with GHMC 12.14.002.

Specifically, The City of Gig Harbor request is for the vacation of the East twenty (20) feet of Harborview Drive Right-Of-Way currently held by the City and abutting parcel number 0221068009 also held by the City. This strip of land is required for setback purposes of the proposed new clarifier to be constructed on this parcel in conjunction with the Wastewater Treatment Plant Expansion Project.

City staff from the Planning, Building and Public Works Departments have reviewed and approved this request without comment. No City utility easements will be required for this request.

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

POLICY CONSIDERATIONS

Any policy considerations will be provided at the public hearing.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that Council pass the resolution setting Monday, September 22, 2008 at 6:00 p.m. as the date for the public hearing on the proposed street vacation for a portion of Harborview Drive.



VACATION OF STREETS AND ALLEYS

GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

Name: CITY OF GIG HARBOR Date: _____

Site address: 4214 HARBORVIEW DR

Phone Number: 853 7617 Parcel Number: 0221068009

OWNER REQUIREMENTS

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)].
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)].
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)].
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers.
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information.
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. N/A

CITY REVIEW

WILLY HENDRICKSON

- Determine Non-user Statute application. N/A
- Verify all information provided in the petition, legal description, location map, and site map. VERIFIED
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. AREA COVERED WITH BRUSH & TREES
- Verify existing utilities or call One Call Locate to determine what utilities are on the property. ALL UTILITIES ARE WITHIN HARBORVIEW
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). O.K.
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. NOT BEING CURRENTLY USED
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. WILL NOT BE REQUIRED FOR FUTURE ROADWAY OR UTILITIES

VACATION OF STREETS AND ALLEYS
GIG HARBOR MUNICIPAL CODE CHAPTER 12.14
PAGE 2

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. *GIVEN AS ROW IN 1934 WHEN HARBORVIEW WAS A STATE HWY*
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. *N/A*
- Verify payment of pre-hearing \$150 fee and \$500 appraisal fee. *OK*
- Prepare aerial vicinity map.
- Prepare Council Resolution.
- Post notices of Public Hearing.
- Determine hearing date.
- Legal Review *CAROL REVIEWED WITH NO WRITTEN COMMENT
THERE WAS A 5' DISCREPANCY THAT WAS FOUND DURING THE
TITLE REPORT SEARCH. THAT DISCREPANCY WAS CORRECTED
THROUGH A QUIT CLAIM DEED WITH NORMA MCKENZIE
WHICH WAS RECORDED ON 7/7/08*

RESOLUTION NO. XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, FOR A PUBLIC HEARING ON THE CITY COUNCIL'S DESIRE TO VACATE A PORTION OF HARBORVIEW DRIVE.

WHEREAS, The City of Gig Harbor desires to hold a public hearing on the vacation of a portion of Harborview Drive abutting the City owned parcel number 0221068009, in conjunction with the proposed Wastewater Treatment Plant Expansion project.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, September 22, 2008 at 6:00 p.m., at which hearing all persons interested in said street vacation are invited to appear. Anyone objecting to the vacation should attend the public hearing or send a letter to the City Council indicating his/her objection. See GHMC 12.14.008(B).

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

PASSED this ___th day of August, 2008.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

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



COMMUNITY DEVELOPMENT DEPARTMENT

**WASTEWATER TREATMENT PLANT EXPANSION PROJECT (CSSP – 0702)
HARBORVIEW DRIVE STREET VACATION
LETTER OF PETITION (GHMC 12.14.002 A)**

July 14, 2008

SUBJECT: Harborview Drive Right-Of-Way Street Vacation – Wastewater Treatment Plant
Parcel No. 0221068009

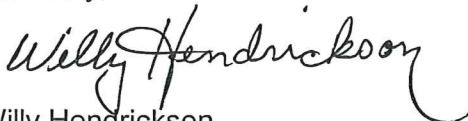
As a requirement for the Wastewater Treatment Plant Expansion Project (CSSP-0702), a strip of land along Harborview Drive abutting parcel number 0221068009 owned by The City of Gig Harbor must be vacated for setback purposes to construct a clarifier on this property.

A prehearing fee of \$150 has been paid for by the City's Public Works Department (GHMC 14.14.004 A)

Prizm Surveying Inc. has done the legal description and survey of the required Right-Of-Way easement. (GHMC 12.14.002 B)

If you have any questions, please feel free to call me at 253-853-7617.

Sincerely,



Willy Hendrickson
Engineering Technician

Commitment No. 3118190-C

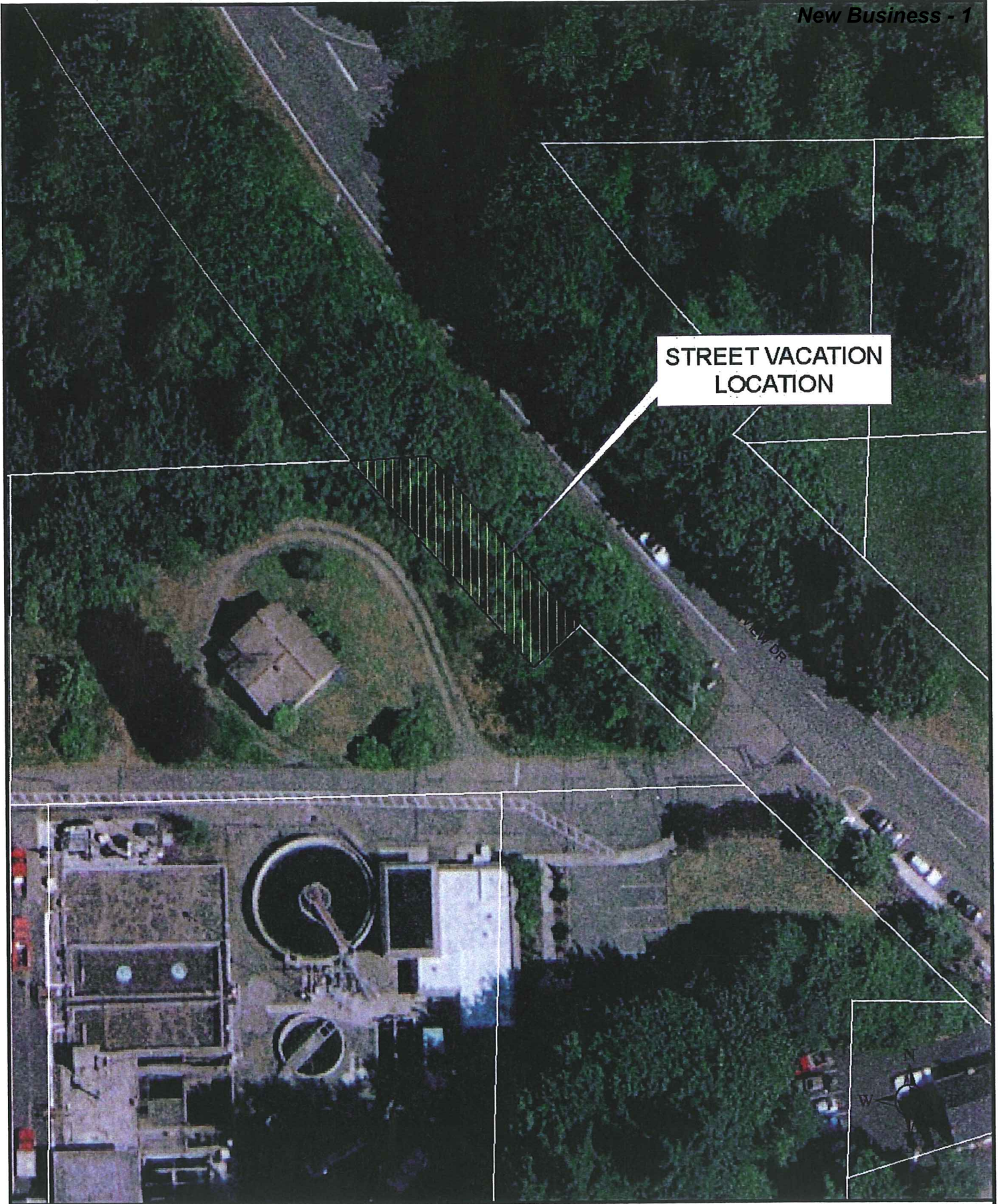
(SCHEDULE A CONTINUED)

LEGAL DESCRIPTION

4. The land referred to in this Commitment is described as follows:

That portion of the Northwest Quarter of the Southeast Quarter Section 6, Township 21 North, Range 2 East of the W.M., in the City of Gig Harbor, Pierce County, Washington described as follows:

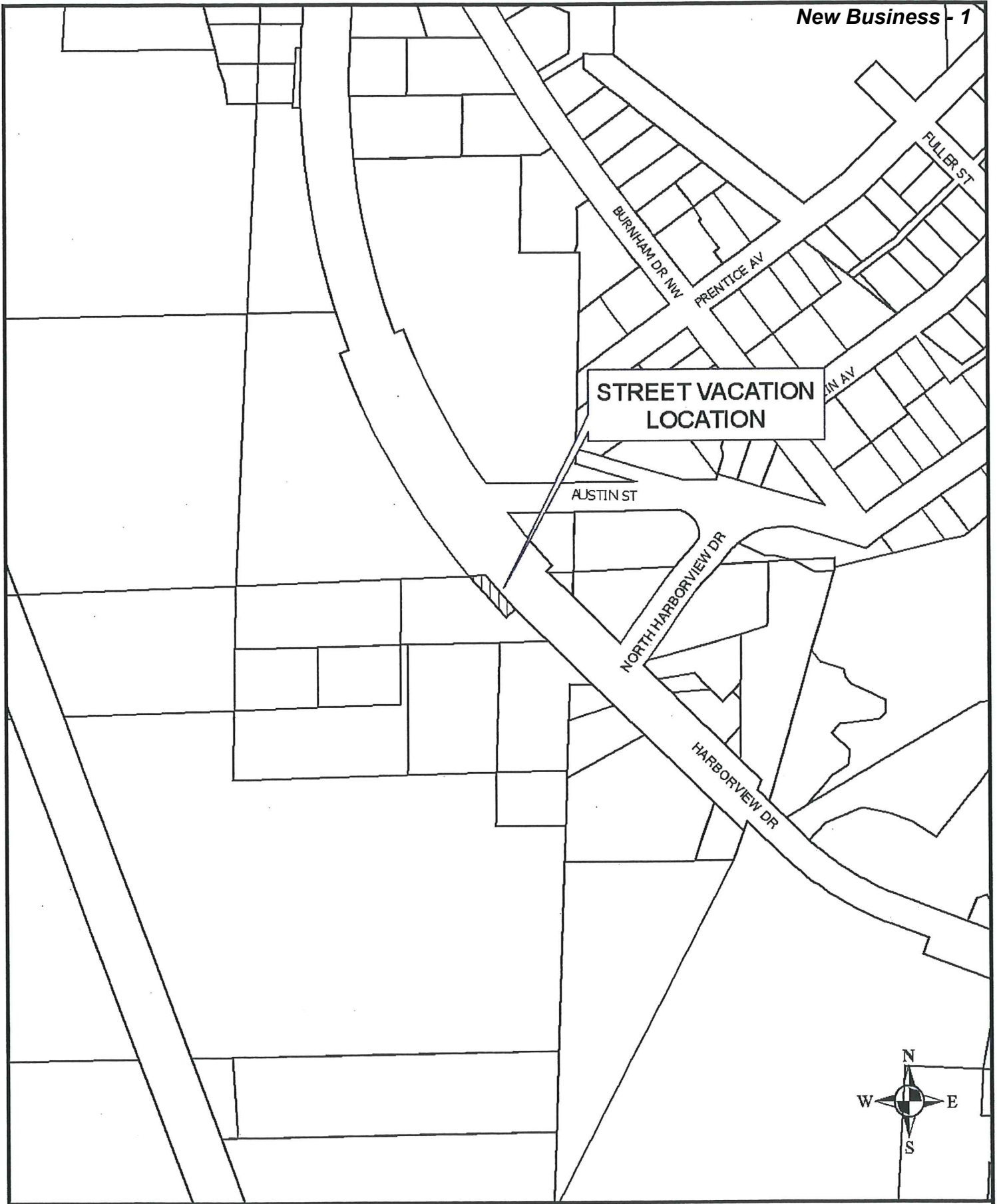
Beginning on the Southwesterly line of Harborview Drive as shown on Short Plat No. 79-365, records of the Pierce County Auditor, at the intersection of the North line of said Lot 1 and also being the North line of said Northwest Quarter of the Southeast Quarter: thence Southeasterly along said road right of way as shown on said Short Plat a distance of 107 feet, more or less, to a point opposite State Highway engineers station 6100, as shown on the map of definite location filed in the office of the Director of Highways at Olympia bearing a date of approval of July 17, 1934; thence Northeasterly towards said engineers station 25 feet; thence Northwesterly parallel with and 50 feet Southwesterly from said center line of said road 82 feet, more or less to the North line of said Northwest Quarter of the Southeast Quarter; thence West along said North line 35 feet, more or less to the point of beginning.



STREET VACATION
LOCATION

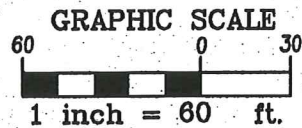
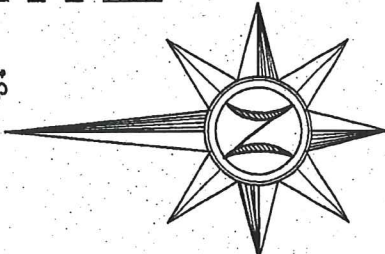
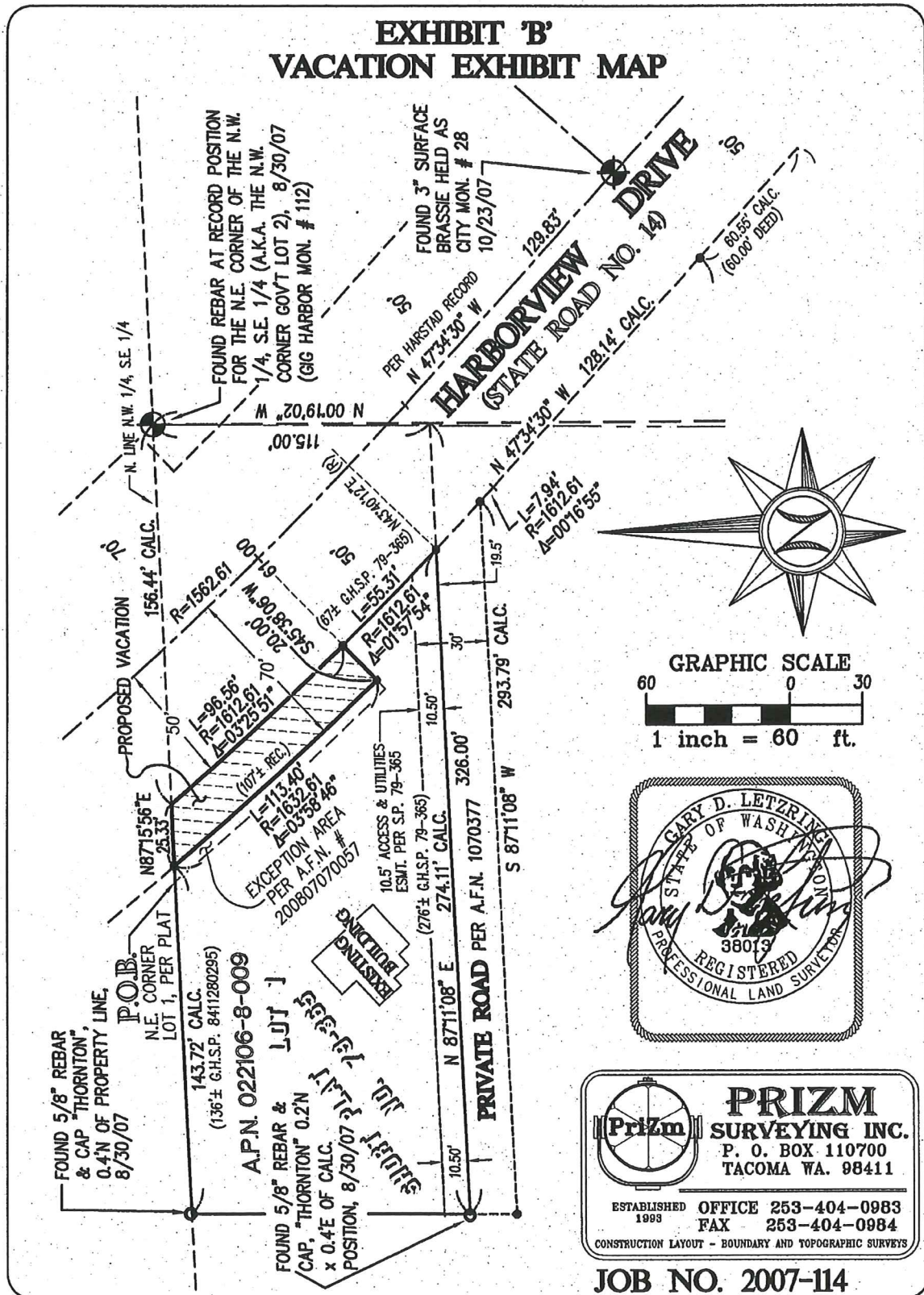
W. 1st DR

CITY OF GIG HARBOR - WWTP - STREET VACATION
LOCATION MAP



CITY OF GIG HARBOR - WWTP - STREET VACATION
VICINITY MAP

EXHIBIT 'B' VACATION EXHIBIT MAP





PRIZM
SURVEYING INC.
P. O. BOX 110700
TACOMA WA. 98411

ESTABLISHED 1993 OFFICE 253-404-0983
FAX 253-404-0984

CONSTRUCTION LAYOUT - BOUNDARY AND TOPOGRAPHIC SURVEYS

JOB NO. 2007-114

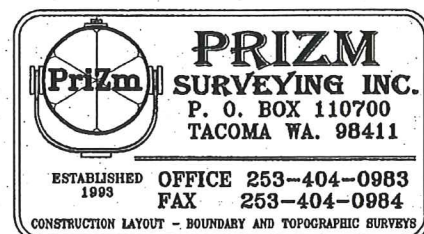
EXHIBIT 'A' VACATION LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF HARBORVIEW DRIVE AS SHOWN ON SHORT PLAT NO. 79-365, RECORDS OF THE PIERCE COUNTY AUDITOR, AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 AND ALSO BEING THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER: THENCE SOUTHEASTERLY ALONG SAID ROAD RIGHT OF WAY AS SHOWN ON SAID SHORT PLAT A DISTANCE OF 107 FEET, MORE OR LESS, TO A POINT OPPOSITE STATE ENGINEERS STATION 6100, AS SHOWN ON THE MAP OF DEFINITE LOCATION FILED IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA BEARING A DATE OF APPROVAL OF JULY 17, 1934; THENCE NORTHEASTERLY TOWARDS SAID ENGINEERS STATION 25 FEET; THENCE NORTHWESTERLY PARALLEL WITH AND 50 FEET SOUTHWESTERLY FROM SAID CENTER LINE OF SAID ROAD 82 FEET, MORE OR LESS TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST ALONG SAID NORTH LINE 35 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF DEEDED TO THE CITY OF GIG HARBOR BY QUIT CLAIM DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 200807070057.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.



JOB NO. 2007-114



AREA TO BE VACATED IS
WITHIN BRUSH & TREES

Site Photo

Subject: Resolution for Public Hearing
– Woodworth Avenue Street Vacation
Request – Mark and Lynn Stonestreet

Proposed Council Action: Recommend that Council pass the resolution setting Monday, Sept. 22, 2008 at 6:00 P.M. as the date for the public hearing on the proposed street vacation for a portion of Woodworth Avenue.

Dept. Origin: Public Works Department

Prepared by: Willy Hendrickson *WJH*
Engineering Technician

For Agenda of: Aug. 11, 2008

Exhibits: Letter of Request, Resolution, Legal Description, Site Map, Aerial Vicinity and Location Maps, Check List, Site Photos, Utility Locations, STREETS

Initial & Date

Concurred by Mayor:

CCH 8/7

Approved by City Administrator:

ROK 7/15/08

Approved as to form by City Atty:

CAM 7/17/07

Approved by Finance Director:

NA

Approved by Department Head:

DB 7/22/08

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INTRODUCTION/BACKGROUND

The city received a Letter of Request from Mark and Lynn Stonestreet residing at 9126 Prentice Avenue, petitioning the city to vacate a portion of Woodworth Avenue in accordance with GHMC 12.14.002.

Specifically, the request is for the vacation of the westerly thirty three (33) feet of Woodworth Avenue Right-Of-Way currently held by the City and abutting Lot 4, Block 5 of the Woodworth Addition to Gig Harbor (parcel no. 9815000170). City staff from the Planning, Building and Public Works Departments have reviewed and approved this request without comment. No City utility easements will be required for this request.

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

POLICY CONSIDERATIONS

Any policy considerations will be provided at the public hearing.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that Council pass the resolution setting Monday, Sept. 22, 2008 at 6:00 p.m. as the date for the public hearing on the proposed street vacation of Woodworth Avenue.

RESOLUTION NO. XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF WOODWORTH AVENUE.

WHEREAS, Mark and Lynn Stonestreet desire to initiate the procedure for the vacation of the portion of Woodworth Avenue, a portion of the original plat of the Woodworth's Addition to Gig Harbor.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, September 22, 2008 at 6:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

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

PASSED this ___th day of August, 2008.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

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

January 3, 2008

Mr. Dave Brereton
Community Development Director

RE: Vacation of a portion of street right-of-way

Dear Mr. Brereton,

This letter serves as an official request to vacate a 33-foot wide strip of street right-of-way abutting my property to the west of 9126 Prentice Avenue, Parcel number 9815000170, in the city of Gig Harbor. This right-of-way, along with my property, were created from the plat called the "Woodworth's Addition to the Gig Harbor City", as recorded in the Pierce County Auditor's office in Volume 5, page 66 book of maps. This portion of Woodworth Avenue, (formerly called Florence Street), has never been used as a street.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, section 32 (Non-user statue)", that portion of street right-of-way abutting my parcel has adversely become mine legally since this right-of-way was never used for its original purpose.

Therefore, I wish to request that the 33-foot wide strip of right-of-way abutting my property be vacated. See the attached drawings and legal descriptions depicting the original location the right-of-way and new revised legal description, as prepared by a licensed surveyor.

Thank you for your assistance,



Mark Stonestreet
6711 Ford Drive
Gig Harbor, WA 98335
253.973.0187



Kenneth P. Giske, President
327 39th Ave. Ct. N.W.
Gig Harbor, WA 98335-7814
Office & Fax 253-851-4554

PROPOSED

STREET VACATION FOR MARK STONESTREET

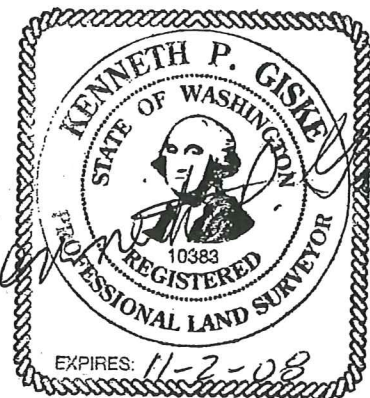
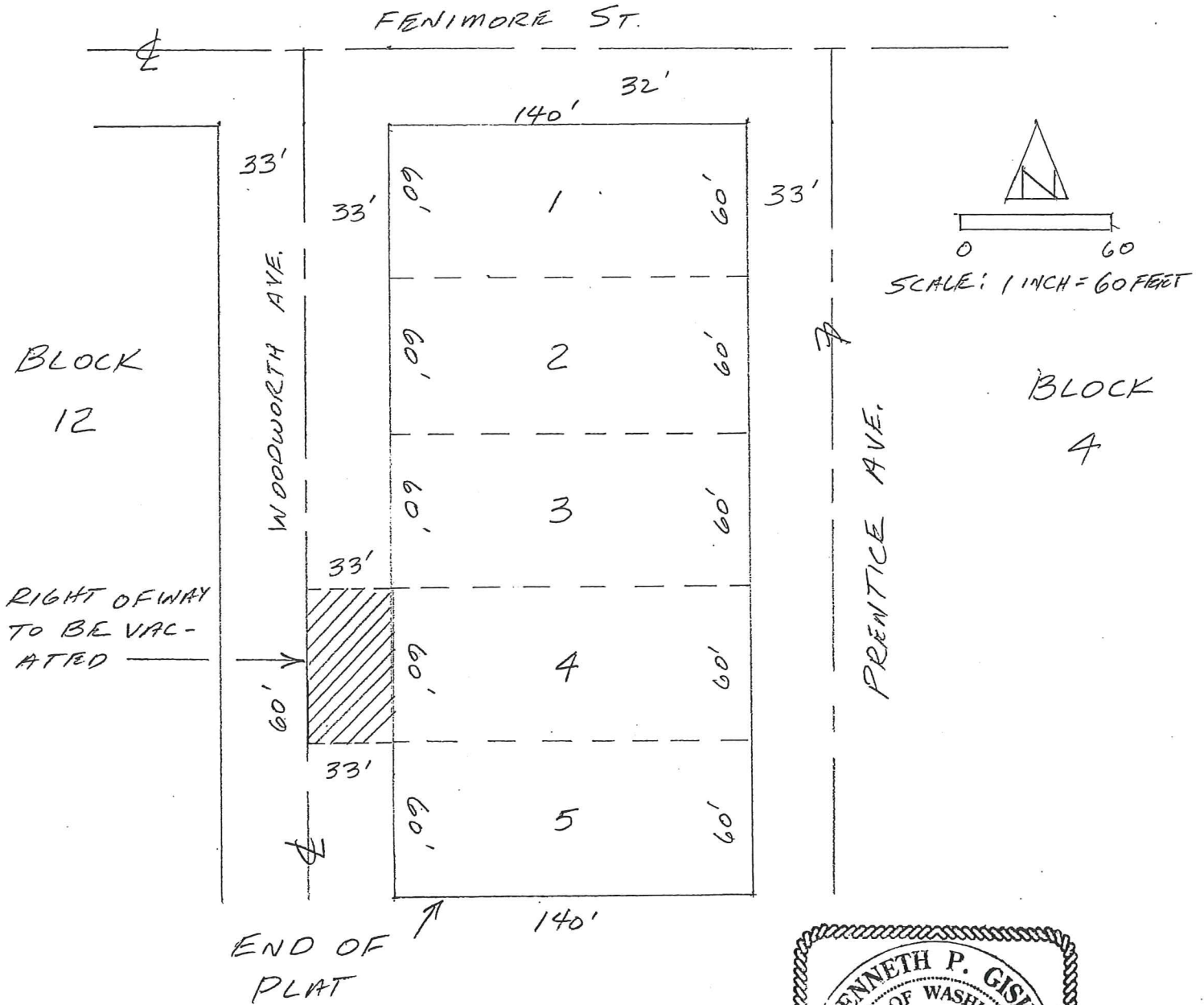
The East one half (33 feet) of formerly named Florence Street and presently named Woodworth Avenue, which is adjacent to the West boundary of Lot 4, Block 5 (60 feet) in the plat of Woodworth's addition to Gig Harbor City as recorded in the Pierce County Auditor's office in Volume 5, Page 66 of maps.

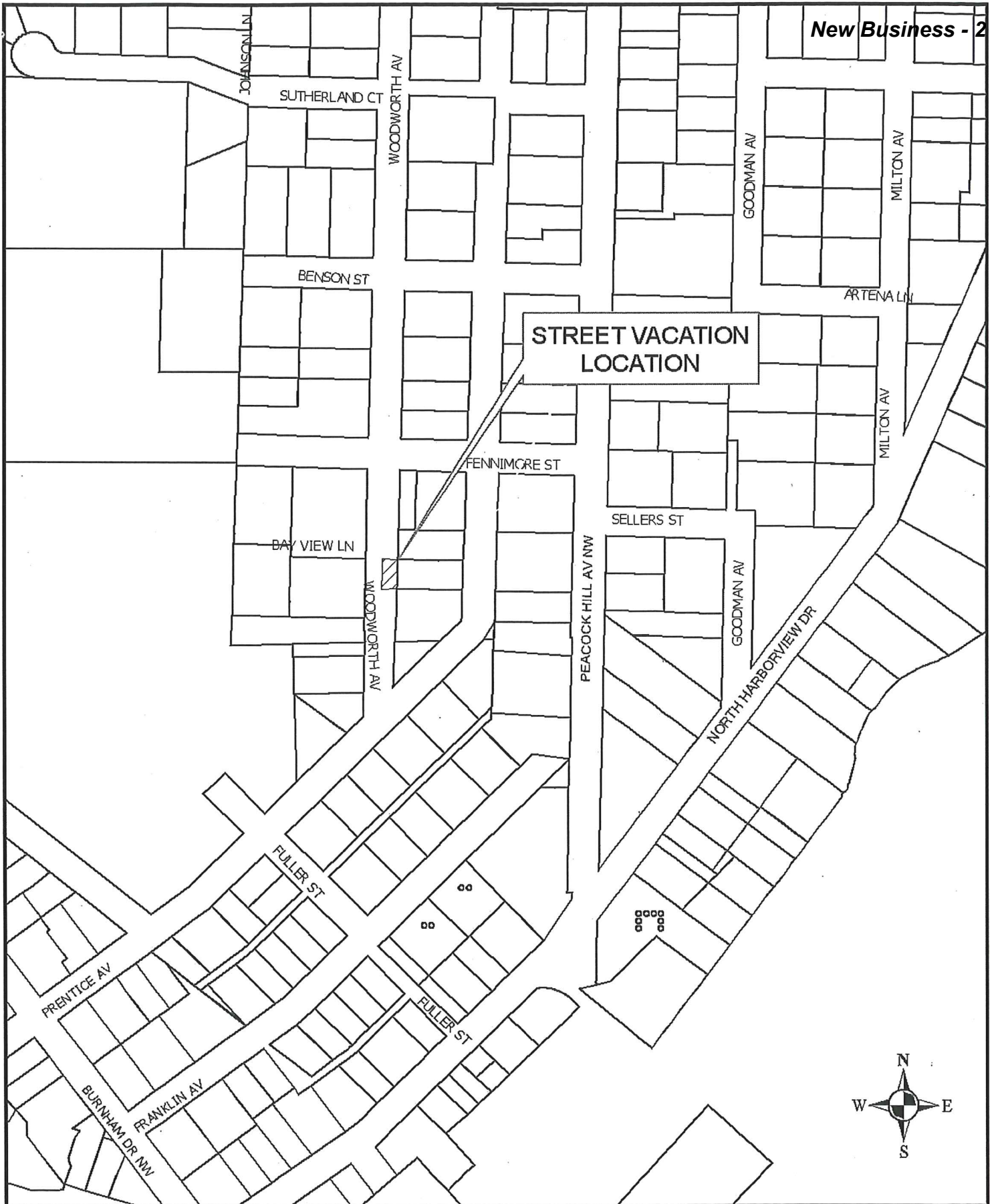
Being situated in a portion of the Northeast Quarter of the Northeast Quarter in Section 6, Township 21 North, and Range 2 East W.M. City of Gig Harbor, Pierce County, Washington.



BLOCK 5 IN PLAT OF WOOD. RTH'S
 ADDITION TO GIG HARBOR CITY.
 IN A PORTION OF THE NE 1/4, NE 1/4
 SECTION 6, T 21 N, R 2 E. W.M. CITY
 OF GIG HARBOR, WASHINGTON

New Business - 2





STONESTREET STREET VACATION - WOODWORTH AVENUE VICINITY MAP



STONESTREET STREET VACATION - WOODWORTH AVENUE
LOCATION MAP



VACATION OF STREETS AND ALLEYS

GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

Name: STONE STREET Date: AUG 6/08

Site address: 9126 PRENTICE

Phone Number: 253 973 0187 Parcel Number: 9815000170

OWNER REQUIREMENTS

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)].
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)].
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)].
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers.
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information.
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].

CITY REVIEW

WILLY HENDRICKSON

- Determine Non-user Statute application. *QUALIFIES*
- Verify all information provided in the petition, legal description, location map, and site map. *VERIFIED*
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. *DRIVEWAY ACCESS WITH SMALL TREES*
- Verify existing utilities or call One Call Locate to determine what utilities are on the property. *UTILITIES EXIST IN PAVED AREA OF WOODWORTH*
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). *NO FUTURE USE OF THIS ROW ARE PROPOSED*
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. *PRIVATE DRIVEWAY*
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. *NONE*

Check List.

VACATION OF STREETS AND ALLEYS
GIG HARBOR MUNICIPAL CODE CHAPTER 12.14
PAGE 2

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. WOODWORTH ADDITION PLATTED IN 1890
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. N/A
- Verify payment of pre-hearing \$150 fee and \$500 appraisal fee. YES
- Prepare aerial vicinity map. EXHIBIT
- Prepare Council Resolution. EXHIBIT
- Post notices of Public Hearing. REQUIRED AFTER PASSAGE OF RESOLUTION
- Determine hearing date. SEPT 8
- Legal Review CAROL REVIEWED THE VACATIONS AND HAD NO WRITTEN COMMENTS

STREETS

- I. How are city streets created?
 - A. Dedication – RCW 58.08.015. A dedication on the face of the plat for street purposes.
 - B. Conveyance – The City may purchase property and install street improvements.
 - C. Condemnation – The City may condemn property to acquire it for street purposes.
 - D. Prescription – The public may acquire a prescriptive right to use the street for purposes of travel.

II. Dedications.

- A. What is the effect of a street dedication on a plat?

A dedication to the public of the street on a plat creates a “public highway.” RCW 58.08.050. In other words, the council’s act of approving the plat accepts the dedication of the street on behalf of the public.

- B. What interest does the abutting private property owner have in a street dedicated to the public in a plat?

When an easement is taken as a public highway, the soil and freehold remain in the owner of the land encumbered only with the right of passage in the public; and upon a discontinuance of the highway, the soil and freehold revert to the owner, and in the case of streets and alleys, the proprietors of the adjacent lots own the soil to the middle of the street, subject only to this right of passage in the public; and upon a discontinuance of such street or alley, the adjacent owners of lots on each side take the soil to the middle of the street.

Burmeister v. Howard, 1 Wash. Terr. 207, 211-12, (1867).

- C. Can the dedication or public easement be removed? Yes, through a street vacation. The procedures for a street vacation are in chapter 35.79 RCW. According to RCW 35.79.040, “if any street or alley in any city or town is vacated by the city or town council, the property within the limits so vacated shall belong to the abutting property

owners, one-half to each.” As stated by the Washington courts, the effect of a street vacation is:

When a street is vacated, the abutting owners continue to hold their fee to the center of the vacated street, but the fee is unencumbered by this public easement.

Michelson Bros. v. Baderman, 4 Wash. App. 625, 630, 483 P.2d 859 (1971).

D. How does a street vacation work?

1. A property owner(s) petitions the City to vacate a street, alley or any portion thereof.
2. The City Council establishes a date for a hearing on the street vacation.
3. Notice is sent out to everyone who owns property abutting the street, alley or portion sought to be vacated.
4. If 50% of the abutting property owners object to the vacation, the City is prohibited from proceeding with the vacation.
5. If the hearing proceeds, the staff or a street vacation committee provides a recommendation to the city council whether the street should be vacated. The vacation must be based on some element of public use. *Yarrow Etc. v. Town of Clyde Hill*, 66 Wn.2d 371, 403 P.2d 49 (1965).
6. If the council decides to vacate the street, an ordinance is adopted.
7. The ordinance may provide that the city retain an easement in the vacated land for the construction, repair, and maintenance of public utilities and services.
8. A certified copy of the ordinance is sent to the County Auditor.
9. The County Auditor places the vacated street area back on the tax rolls.
10. The City does not determine how much property each abutting owner receives in the vacated street. The only thing the City does is adopt the ordinance removing the public easement for street purposes (and possibly retain an easement for utilities).

E. Can all streets be vacated? No. There are certain limitations on the vacation of streets if any portion of the street abuts a body of fresh or salt water. RCW 35.79.035.

F. Is it possible for a city to have liability for vacating a street? Yes, if an abutting owner can prove that the vacation causes a “substantial

impairment in his/her access.” *Keiffer v. King County*, 89 Wn.2d 369, 373, 572 P.2d 408 (1977).

G. Does the City have liability for restricting access through the installation of curbing or other improvements that regulate the flow of traffic? The city has police power to regulate the volume or flow of traffic on the public way. Unless the abutting property owner’s access is substantially impaired, compensation is not usually allowed.

H. Non-user statute. In most instances, a street dedicated in a plat within unincorporated areas of the county that was not opened for public use would be subject to the operation of the non-user statute:

Any county road, or part hereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same shall be barred by lapse of time.

Laws of 1889, ch. 19, Section 32, p. 603 (1890). The use of the word “authorized” in the above statute has been interpreted by the courts to mean “the filing of a proper plat.” *Murphy v. King County*, 45 Wash. 587, 593, 88 P. 115 (1907).

In 1909, the Washington State Legislature re-enacted the same statute, with the following proviso:

PROVIDED, however, that the provisions of this section shall not apply to any highway, street, alley or other public place dedicated as such in any plat, whether the land included in said plat be within or without the limits of any incorporated city or town, nor to any land conveyed by deed to the state or to any town, city or county for roads, streets or alleys or other public places.

Laws of 1909, chapter 90, Section 1, p. 189, repealed in 1937 by the Washington State Aid Highway Act (Laws of 1937, ch. 187, Section 52, p. 761. Because a statute may not be given retroactive effect if the result would interfere with vested rights, the courts have interpreted the 1909 amendment to integrate with the 1889-90 statute as follows:

Where a street lying outside a city or town has been dedicated and unopened for a period of five years prior to the 1909 amendment, the right of abutting property owners to the

vacated street, pursuant to the provisions of the 1889-90 statute, has vested and is not affected by the 1909 amendment.

Gillis v. King County, 42 Wn.2d 373, 377, 255 P.2d 546 (1953).

Therefore, if a street was platted in the county between 1890 and 1904, but it was not opened or improved by 1904, it automatically vacated by operation of law.

- I. If a street subject to the non-user statute has automatically vacated by operation of law, why do people ask that we vacate the street through our street vacation process?

Even though the street has vacated by operation of law, the County Auditor does not recognize vacation until there is a formal act, either a quiet title action or a street vacation ordinance. The city's adoption of a street vacation ordinance removes the cloud on the title so that the Auditor can place the street area on the tax rolls.

- J. If the street area is regular, why can't we simply tell a person who asks for a street vacation under the non-user statute that the effect of the vacation will allow them to exercise their full ownership rights in the former street area to the center line?

Take an example. The plat dedicating Railroad Street was filed on April 16, 1902. The street was not opened or developed within five years. Therefore, it vacated by operation of law in 1907. Since 1907, the former street area was susceptible to adverse possession. Therefore, the property owner who asks for a formal street vacation in 2003 in order to remove the cloud on the title will only receive an ordinance stating that there is no public easement on the property. The City cannot determine whether anyone has adversely possessed the property since 1907, so the City cannot advise a property owner that the effect of the City's vacation will be to provide them with full ownership rights in the former street area to the center line. *See, Wells v. Miller*, 42 Wn. App. 94, 708 P.2d 1223 (1985).

- III. Adverse Possession. This is a method by which a person can obtain title to property by demonstrating the following elements for the statutory ten year period:

- A. exclusive possession;
- B. actual and uninterrupted possession;
- C. open and notorious possession;
- D. hostile possession; and

E. under a claim of right made in good faith. *Wells v. Miller*, 42 Wn. App. 94, 708 P.2d 1223 (1985).

IV. Title to the Street Area Before Vacation. The City controls the street area, and an abutting owner is entitled to use the full width of the street in front of his property for egress and ingress, light, air and view. *Fry v. O'Leary*, 141 Wash. 465, 252 P. 111 (1927).

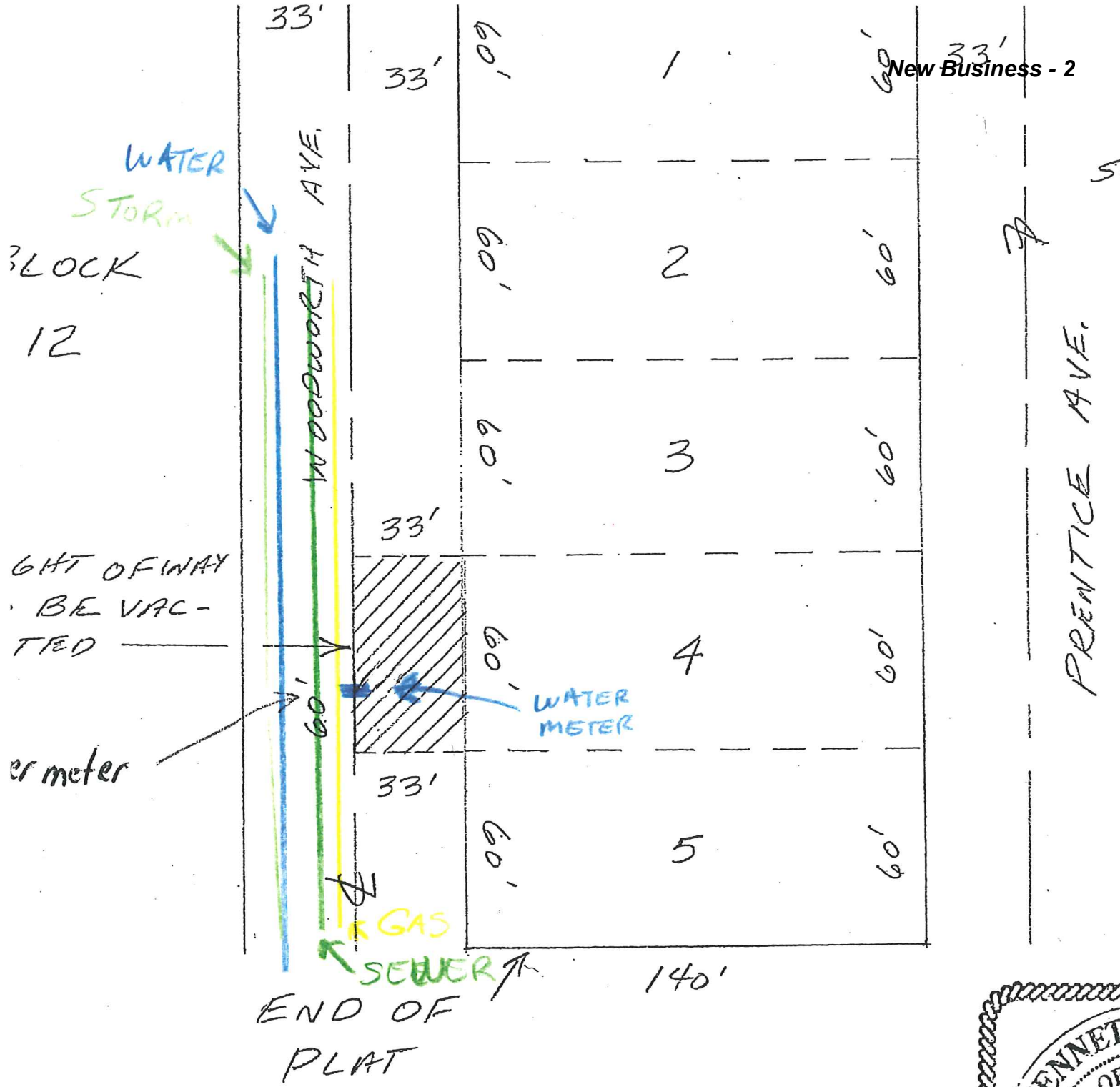
A. Trees. An abutting property owner has reasonable use of that portion of the half of the street abutting the property for a parking strip, and to beautify, by planting grass, shrubs or trees, subject always to the paramount right of the city to maintain its streets in a safe condition for traffic and to maintain the paved portion of the street and the sidewalk clear from obstructions and available for use of the public. *Shaw v. Yakima*, 183 Wash. 200, 48 P.2d 630 (1935).

B. Nuisances. While the abutting property owners may plant trees on the planting strip, the City has the right to abate the tree as a nuisance, or interferes with the improvement of the street area. *Shaw v. Yakima*, 183 Wash. 200, 48 P.2d 630 (1935). The City's abatement of a tree under these circumstances is not an unconstitutional taking. *Id.* "The City in its legislative capacity may . . . cause the removal of any obstruction in the street without liability." *Robinson v. Spokane*, 66 Wash. 527, 120 P.101 (1912).

STREET VACATION BEGINS
AT THESE SMALL TREES



Site Photo



Utility Location

1/3/08





Subject: Resolution for Public Hearing
- Prentice Avenue and Sutherland Street,
Street Vacation
Request - Gary Stainbrook and Paul Crow
Both being represented by Aspen Land
Surveying

Proposed Council Action: Recommend that
Council pass the resolution setting Monday,
Sept. 22, , 2008 at 6:00 P.M. as the date for
the public hearing on the proposed street
vacation for a portion of Prentice Avenue and
Sutherland Street.

Dept. Origin: Public Works Department

Prepared by: Willy Hendrickson
Engineering Technician

For Agenda of: Aug. 11, 2008

Exhibits: Letter of Request, Resolution, Legal
Description, Site Map, Aerial Vicinity and Location
Maps, Check List, Site Photos, Utility Locations,
STREETS

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 8/7, RSK 7/22/08, CAM 7/17/08, NA, DJ 7/22/08

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

INTRODUCTION/BACKGROUND

The city received a Letter of Request from Aspen Land Surveying representing Gary Stainbrook residing at 9505 Woodworth Avenue and Paul Crow residing at 9502 Peacock Hill Road, petitioning the city to vacate a portion of Prentice Avenue and Sutherland Street in accordance with GHMC 12.14.002.

Specifically, Mr Stainbrook's request is for the vacation of the East thirty three (33) feet of Prentice Avenue and the South thirty two (32) feet of Sutherland Street Right-Of-Way's currently held by the City and abutting Lots 4&5, Block 8 of the Woodworth Addition to Gig Harbor (parcel no. 9815000250).

Mr. Crow's request is for the vacation of the West thirty three (33) feet of Prentice Avenue and the South thirty two (32) feet of Sutherland Street Right-Of-Ways currently held by the City and abutting Lots 3,4&5, Block 1 of the Woodworth Addition to Gig Harbor (parcel no. 9815000023).

City staff from the Planning, Building and Public Works Departments have reviewed and approved this request without comment. No City utility easements will be required for this request.

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

POLICY CONSIDERATIONS

Any policy considerations will be provided at the public hearing.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that Council pass the resolution setting Monday, Sept. 22, 2008 at 6:00 p.m. as the date for the public hearing on the proposed street vacation for a portion of Prentice Avenue and Sutherland Street.



VACATION OF STREETS AND ALLEYS

GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

Name: STAINBROOK / CROW Date: AUG 6 / 08

Site address: ↳ 9505 WOODWORTH ↳ 9502 PEACOCK HILL

Phone Number: STAINBROOK 857 5830 Parcel Number: 9815000250
CROW 858 3028 9815000023

OWNER REQUIREMENTS

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)].
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)].
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)].
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers.
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information.
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].

CITY REVIEW

- Determine Non-user Statute application. QUALIFIES
- Verify all information provided in the petition, legal description, location map, and site map. VERIFIED
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. DRIVEWAYS ON ONE SIDE, TREES ON THE OTHER
- Verify existing utilities or call One Call Locate to determine what utilities are on the property. NONE
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). NO FUTURE USE OF THIS ROW AREA PROPOSED
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. PRIVATE DRIVEWAYS
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. NONE

Check List

VACATION OF STREETS AND ALLEYS
GIG HARBOR MUNICIPAL CODE CHAPTER 12.14
PAGE 2

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. *WOODWORTH ADDITION PLATTED IN 1890*
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. *N/A*
- Verify payment of pre-hearing *\$150* fee and \$500 appraisal fee. *YES*
- Prepare aerial vicinity map. *EXHIBIT*
- Prepare Council Resolution. *EXHIBIT*
- Post notices of Public Hearing. *REQUIRED AFTER PASSAGE OF RESOLUTION*
- Determine hearing date. *SEPT 8*
- Legal Review *PAZOL REVIEWED THE VACATIONS AND HAD NO WRITTEN COMMENTS.*

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Gillis v. King County, 42 Wn.2d 373, 377, 255 P.2d 546 (1953).

Therefore, if a street was platted in the county between 1890 and 1904, but it was not opened or improved by 1904, it automatically vacated by operation of law.

- I. If a street subject to the non-user statute has automatically vacated by operation of law, why do people ask that we vacate the street through our street vacation process?

Even though the street has vacated by operation of law, the County Auditor does not recognize vacation until there is a formal act, either a quiet title action or a street vacation ordinance. The city's adoption of a street vacation ordinance removes the cloud on the title so that the Auditor can place the street area on the tax rolls.

- J. If the street area is regular, why can't we simply tell a person who asks for a street vacation under the non-user statute that the effect of the vacation will allow them to exercise their full ownership rights in the former street area to the center line?

Take an example. The plat dedicating Railroad Street was filed on April 16, 1902. The street was not opened or developed within five years. Therefore, it vacated by operation of law in 1907. Since 1907, the former street area was susceptible to adverse possession. Therefore, the property owner who asks for a formal street vacation in 2003 in order to remove the cloud on the title will only receive an ordinance stating that there is no public easement on the property. The City cannot determine whether anyone has adversely possessed the property since 1907, so the City cannot advise a property owner that the effect of the City's vacation will be to provide them with full ownership rights in the former street area to the center line. *See, Wells v. Miller*, 42 Wn. App. 94, 708 P.2d 1223 (1985).

- III. Adverse Possession. This is a method by which a person can obtain title to property by demonstrating the following elements for the statutory ten year period:

- A. exclusive possession;
- B. actual and uninterrupted possession;
- C. open and notorious possession;
- D. hostile possession; and

E. under a claim of right made in good faith. *Wells v. Miller*, 42 Wn. App. 94, 708 P.2d 1223 (1985).

IV. Title to the Street Area Before Vacation. The City controls the street area, and an abutting owner is entitled to use the full width of the street in front of his property for egress and ingress, light, air and view. *Fry v. O'Leary*, 141 Wash. 465, 252 P. 111 (1927).

A. Trees. An abutting property owner has reasonable use of that portion of the half of the street abutting the property for a parking strip, and to beautify, by planting grass, shrubs or trees, subject always to the paramount right of the city to maintain its streets in a safe condition for traffic and to maintain the paved portion of the street and the sidewalk clear from obstructions and available for use of the public. *Shaw v. Yakima*, 183 Wash. 200, 48 P.2d 630 (1935).

B. Nuisances. While the abutting property owners may plant trees on the planting strip, the City has the right to abate the tree as a nuisance, or interferes with the improvement of the street area. *Shaw v. Yakima*, 183 Wash. 200, 48 P.2d 630 (1935). The City's abatement of a tree under these circumstances is not an unconstitutional taking. *Id.* "The City in its legislative capacity may . . . cause the removal of any obstruction in the street without liability." *Robinson v. Spokane*, 66 Wash. 527, 120 P.101 (1912).

RESOLUTION NO. XXX

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

WHEREAS, Mr. Gary Stainbeck and Mr. Paul Crow represented by Aspen Land Surveying desire to initiate the procedure for the vacation of the portion of Prentice Avenue and Sutherland Street, a portion of the original plat of the Woodworth's Addition to Gig Harbor.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, September 22, 2008 at 6:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

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

PASSED this ___th day of August, 2008.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

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

Mr. Gary Stainbrook
9505 Woodworth Avenue
Gig Harbor, WA 98332

March 21, 2008

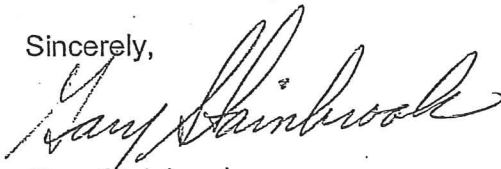
Mr. Tom Dolan
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue, and a portion of Sutherland Street right-of-ways

Dear Mr. Dolan,

Aspen Land Surveying is authorized to submit a vacation of right-of-way on my behalf, and to act as agent in the processing of that application.

Sincerely,



Gary Stainbrook

Gary Stainbrook

March 21, 2008

Mr. Tom Dolan
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue, and a portion of Sutherland Street right-of-ways

Dear Mr. Dolan,

This letter serves as an official request to vacate a 33-foot wide strip of Prentice Avenue right-of-way and a 32-foot wide strip of Sutherland Street right-of-way abutting the property at 9505 Woodworth Avenue in Gig Harbor. These right-of-ways along with my property were created from the plat called "Woodworth's Addition to Gig Harbor City Pierce County, Wash." recorded in 1890 in book 5 of plats at page 66 in Pierce County, Washington. The portions of the aforementioned right-of-ways abutting the property at Pierce County Parcel No. 981500-025-0 have never been used as streets.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", those portions of Prentice Avenue and of Sutherland Street right-of-ways abutting said parcel have adversely become attached legally since these right-of-ways have never been used for their original purpose.

In light of this information, I wish to request that portion of Prentice Avenue and that portion of Sutherland Street abutting said parcel be vacated. We also respectfully request a waiver of appraisal as property rights have already been transferred by virtue of law. See the attached drawing depicting the original location of the subject portion of Prentice Avenue and of Sutherland Street right-of-ways in relation to said parcel.

Please let me know if you have any questions, or if anything further is needed. Thank you for your assistance.

Sincerely,



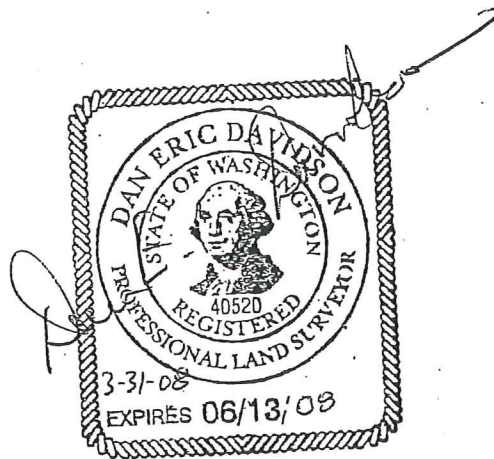
Diana Woods
Project Manager
Aspen Land Surveying, LLC

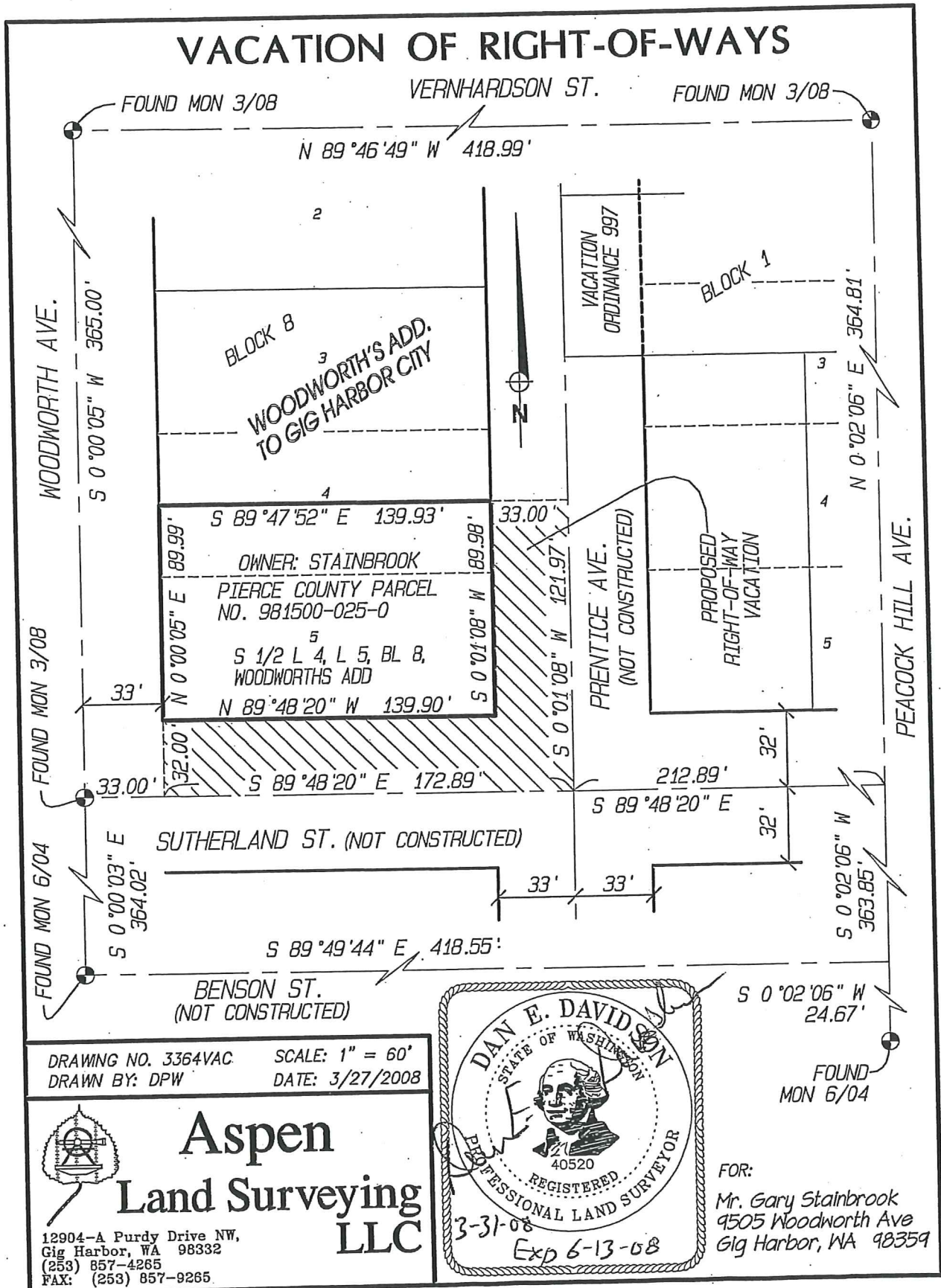
encl: Legal Description of Right-of-ways to be Vacated
Exhibit Map of Parcel and Right-of-ways

**LEGAL DESCRIPTION OF PROPOSED VACATED PORTIONS OF
PRENTICE AVENUE AND SUTHERLAND STREET**

THAT PORTION OF THE WEST HALF OF PRENTICE AVENUE ABUTTING THE SOUTH HALF OF LOT 4 AND ALL OF LOT 5 OF BLOCK 8 OF WOODWORTH'S ADDITION TO GIG HARBOR CITY, PIERCE COUNTY, WASHINGTON, AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 66, RECORDS OF PIERCE COUNTY, WASHINGTON.

ALSO, THAT PORTION OF THE NORTH HALF OF SUTHERLAND STREET ABUTTING LOT 5 IN SAID WOODWORTH'S ADDITION AND EXTENDING EAST TO THE CENTER LINE OF SAID PRENTICE AVENUE.





DRAWING NO. 3364VAC SCALE: 1" = 60'
 DRAWN BY: DPW DATE: 3/27/2008

Aspen
Land Surveying
LLC

12904-A Purdy Drive NW,
 Gig Harbor, WA 98332
 (253) 857-4265
 FAX: (253) 857-9265

DAN E. DAVIDSON
 STATE OF WASHINGTON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 40520

3-31-08
 Exp 6-13-08

FOR:
 Mr. Gary Stainbrook
 9505 Woodworth Ave
 Gig Harbor, WA 98359

Mr. Paul Crow
9502 Peacock Hill Avenue
Gig Harbor, WA 98359

March 21, 2008

Mr. Tom Dolan
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue, and a portion of Sutherland Street right-of-ways

Dear Mr. Dolan,

Aspen Land Surveying is authorized to submit a vacation of right-of-way on my behalf, and to act as agent in the processing of that application.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Crow", written in a cursive style.

Paul Crow

March 21, 2008

Mr. Tom Dolan
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue, and a portion of Sutherland Street right-of-ways

Dear Mr. Dolan,

This letter serves as an official request to vacate a 33-foot wide strip of Prentice Avenue right-of-way and a 32-foot wide strip of Sutherland Street right-of-way abutting the property at 9502 Peacock Hill Avenue in Gig Harbor. These right-of-ways were created from the plat called "Woodworth's Addition to Gig Harbor City Pierce County, Wash." recorded in 1890 in book 5 of plats at page 66 in Pierce County, Washington. The subject parcel was established as Lot 2 of Gig Harbor Short Plat no. 77-804, recorded in 1977 in book 21 of Short Plats at page 49 in Pierce County, Washington. The portions of the afore mentioned right-of-ways abutting said subject parcel at Pierce County Parcel No. 981500-002-3 have never been used as streets.

Under the City of Gig Harbor's Municipal Code 12.14.018.C; which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statue)", those portions of Prentice Avenue and of Sutherland Street right-of-ways abutting said parcel has adversely become attached legally since these right-of-ways have never been used for their original purpose.

In light of this information, we wish to request that portion of Prentice Avenue and that portion of Sutherland Street abutting said parcel be vacated. We also respectfully request a waiver of appraisal as property rights have already been transferred by virtue of law. See the attached drawing depicting the original location of the subject portion of Prentice Avenue and of Sutherland Street right-of-ways in relation to said parcel.

Please let me know if you have any questions, or if anything further is needed. Thank you for your assistance.

Sincerely,



Diana Woods
Project Manager
Aspen Land Surveying, LLC

encl: Legal Description of Right-of-ways to be Vacated
Exhibit Map of Parcel and Right-of-ways

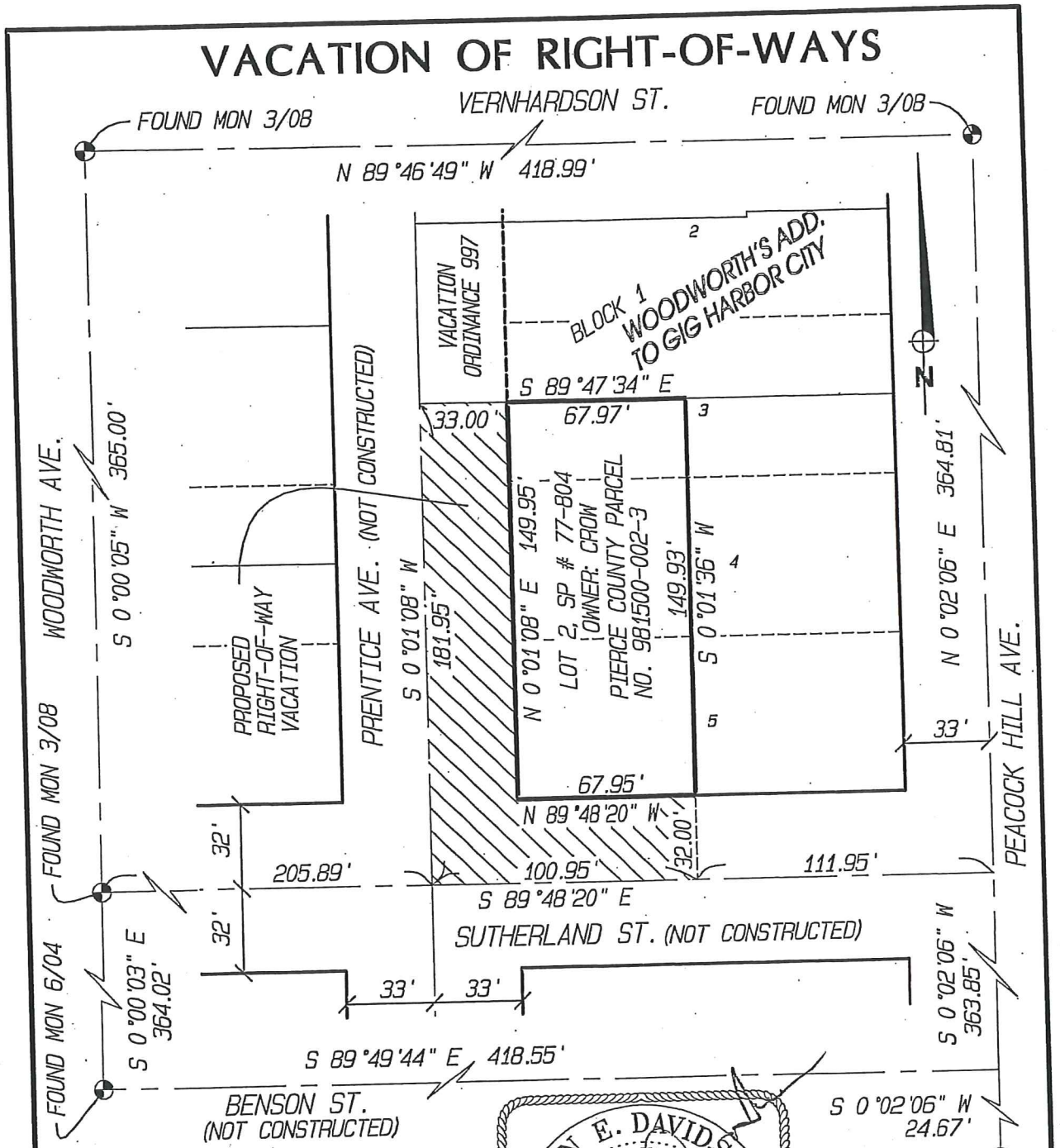
**LEGAL DESCRIPTION OF PROPOSED VACATED PORTIONS OF
PRENTICE AVENUE AND SUTHERLAND STREET**

THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE ABUTTING LOT 2
IN GIG HARBOR SHORT PLAT AS RECORDED UNDER A.F.N. 77-804 IN BOOK
21 AT PAGE 47, PIERCE COUNTY, WASHINGTON.

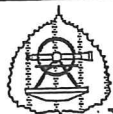
ALSO, THAT PORTION OF THE NORTH HALF OF SUTHERLAND STREET
ABUTTING LOT 2 IN SAID GIG HARBOR SHORT PLAT AND EXTENDING
WEST TO THE CENTER LINE OF SAID PRENTICE AVENUE.



VACATION OF RIGHT-OF-WAYS

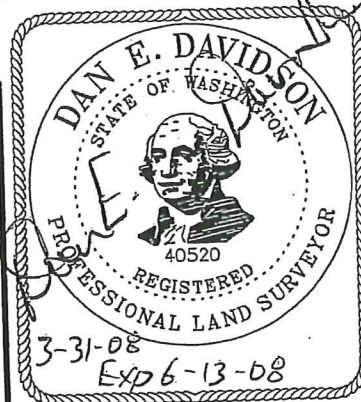


DRAWING NO. 3364VAC SCALE: 1" = 60'
 DRAWN BY: DPW DATE: 3/27/2008

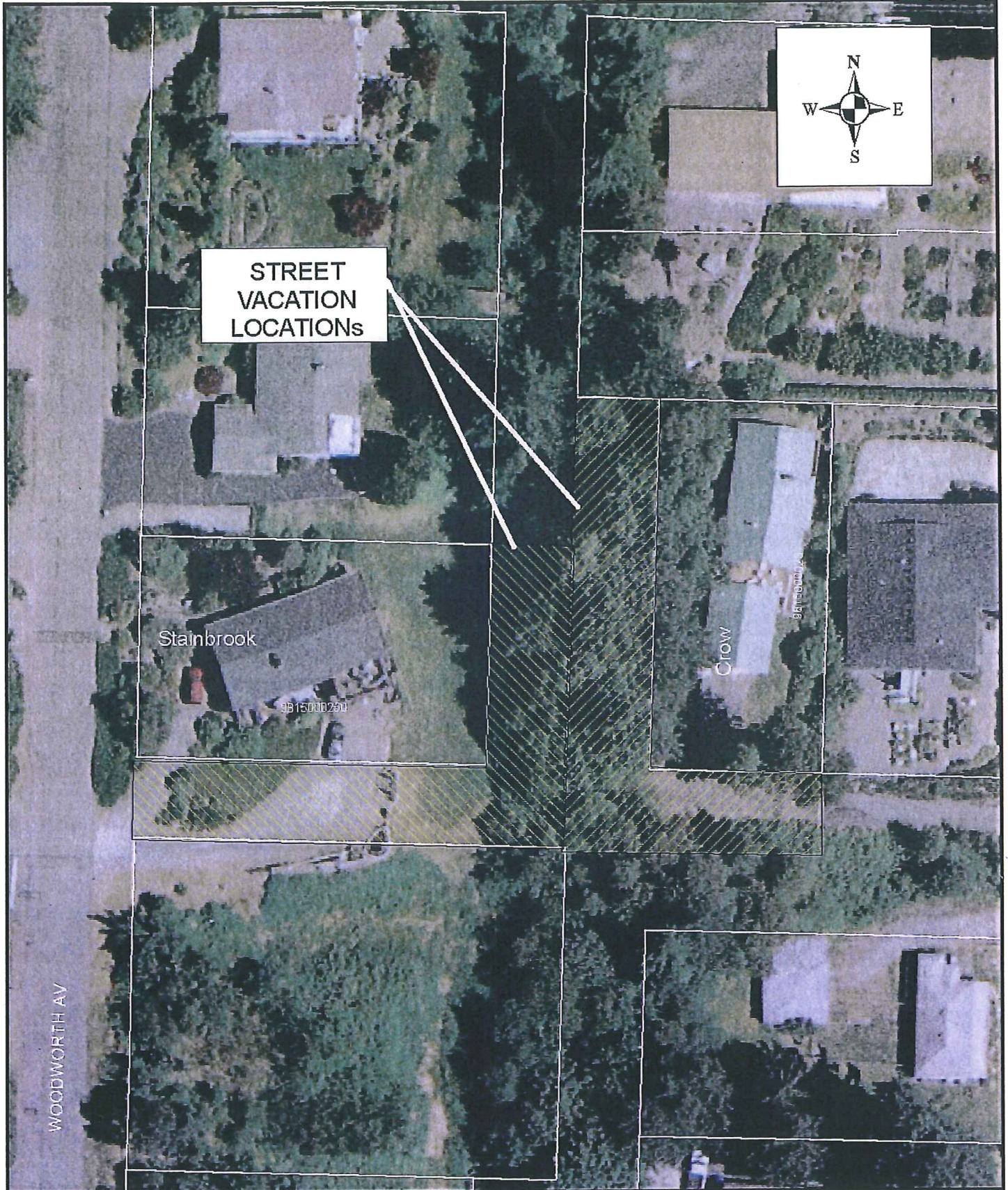


Aspen
Land Surveying
LLC

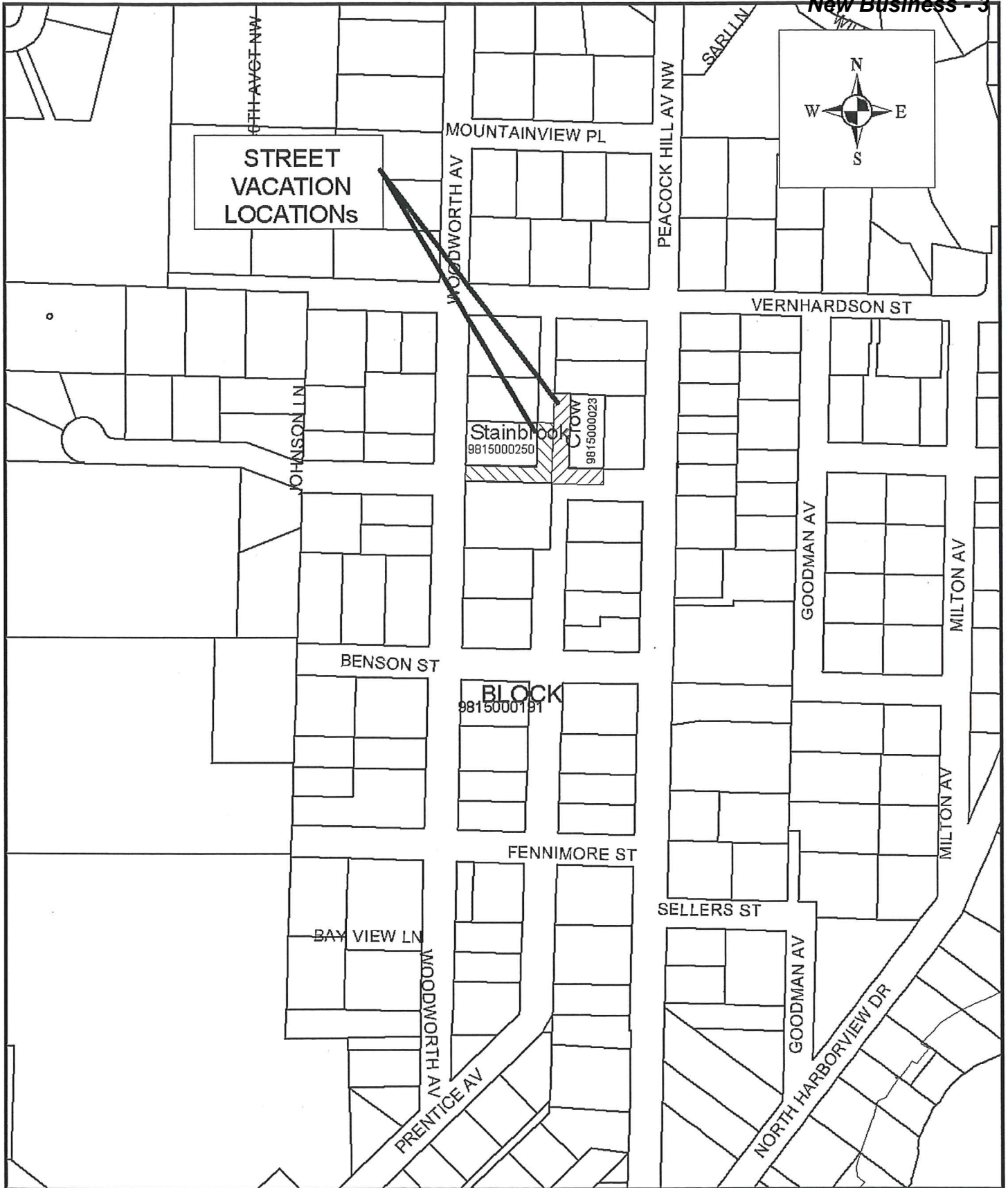
12904-A Purdy Drive NW,
 Gig Harbor, WA 98332
 (253) 857-4265
 FAX: (253) 857-9265



FOR:
 Mr. and Mrs. Paul Crow
 9502 Peacock Hill Ave
 Gig Harbor, WA 98359



STAINBROOK AND CROW STREET VACATIONS
PRENTICE AVE. AND SUTHERLAND STREET
LOCATION MAP



STAINBROOK AND CROW STREET VACATIONS
 PRENTICE AVE. AND SUTHERLAND STREET
 VICINITY MAP

New Business - 3



SEWER

WOODWORTH AVE.

VERNHARDSON'S

PEACOCK HILL AVENUE NW

NEW DR.



STAINBROOK
↳ DRIVEWAY AREA TO BE VACATED

Site Photo



Site Photo

TREE AREA



DRIVEWAY

CROW DRIVEWAY AND TREE
AREA TO BE VACATED

Site Photo



Public Hearing and Resolution
Subject: Proposed Annexation
 Burnham-Sehmel (ANX-05-1151)

Proposed Council Action:
 A Resolution 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.

Dept. Origin: Planning Division
Prepared by: Tom Dolan *TD*
For Agenda of: August 11, 2008
Exhibits: Legal Description, Map

Initial & Date

Concurred by Mayor: *CLH 7/29/08*
Approved by City Administrator: *PK 8/5/08*
Approved as to form by City Atty: *AM 7/29/08*
Approved by Finance Director: *DF 7/29/08*
Approved by Department Head: *TD 7/28/08*

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

INFORMATION / BACKGROUND

The City has received a complete Notice of Intention (NOI) to commence annexation proceedings from within the City's Urban Growth Area (UGA). The proposed 377-acre annexation area is located along and to the west of State Route 16 (SR-16), generally north of 103rd Street extended and south of Goodnough Drive NW.

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 May 14, 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 a wetland report, 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 June 10, 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 June 11, 2008. The required Wetland Analysis was received on January 11, 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, the 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 City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and had the following comments:

1. The annexation will bring additional land under our review for future building permitting. This has the potential to increase our workload for plan reviews, permitting and inspections. The Building and Fire Safety Division has limited personnel and an ever increasing workload such that concurrent development of this annexation with anticipated development within the existing City limits may have a negative impact on the Divisions' level of service (i.e. extended review time and inspection delays) unless additional resources are provided.
2. Fire hydrant locations and fire flow in the area is unknown at this point. A windshield survey of the Sehmel/Burnham area found that hydrants are sparsely scattered and do not appear to comply with City hydrant spacing requirements. Additional hydrants will be required to facilitate future construction in the annexation area. There is a good chance that the existing mains may not provide fire flows that comply with current City requirements, however, inadequate fire flow may be mitigated by construction and fire protection features for new construction.
3. Landslide and flood hazard areas are unknown in the annexation area. Future construction must comply with requirements for flood plain development and development on potentially unstable slopes. Geotechnical engineering reports may be required prior to approval of building permits.

Given the nature of the hazards, the possibilities for mitigation, and the City's capabilities I don't think that any of the challenges identified above would be cause to object to the annexation.

Planning noted that wetlands do appear to exist in the area and that a wetland report will be required (GHMC 18.08.090). A portion of the area proposed for annexation is located on an extension of an existing enhancement corridor and should be designated as such (GHMC 17.99.150). The eastern border of the proposed annexation fronts SR-16 which is an

enhancement corridor. (Note – the Wetland Report for the annexation area was submitted to the City on 1/11/08).

The City of Gig Harbor Finance Director noted that the increase in property tax would be \$62,430.00 for this 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 patrol officer.

The Director of Operations noted that a portion of the area is within the City's water service area, the remainder is served by Washington Water. The nearest connection to City water service is at the intersection of Sehmel Drive and Bujacich Road. City sanitary sewer service is located in the area north of 112th Street NW. Future sewer service collection system improvements are identified in the Sewer Comprehensive Plan Basin C3. The roadway surfacing in this area is a chip seal of asphalt pavement and is in fair condition. The stormwater drainage system is primarily an open ditch.

Engineering has made the following comments:

Transportation

The proposed 90-acre annexation area is located west of SR-16 and bordered at the south by the Washington Correction Center for Women and at the north at the 11600 block of Burnham Drive. This annexation includes the west roundabout of Burnham Drive and SR-16. This roundabout and the east roundabout have been noted by the City of Gig Harbor 2005 Comprehensive Plan Update FEIS as failing intersections. The FEIS provides for limited transportation improvements in the area of the intersections to mitigate for the failing intersections. However, no timeline for completion of these improvements has been established. Therefore, to receive transportation concurrency, developments (other than individual single family residences) proposed within the annexation area that send vehicles through these intersections would need to recommend and construct improvements to mitigate the impacts from additional traffic through these intersections.

Multiple capital improvement projects are listed in the FEIS as possible mitigation for these failing intersections. Proposed developments within the annexation area may be required to design and construct one of these mitigations or provide an alternative mitigation to design and construct that is acceptable to the City. All costs for design and construction of all necessary transportation mitigations shall be borne by the developers and not the City.

Realization of the limited improvements noted in the FEIS would be short-term. The long-term interchange project has not yet been identified. Therefore, currently there is no project for which 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.

Additionally, each development, including single family residences, shall be required to pay the appropriate traffic impact fees in accordance with Chapter 19.12 of the Gig Harbor Municipal Code.

Water

The proposed annexation area is currently shown to be served by Washington Water Company (approximately 75% of the area) and the City of Gig Harbor (approximately 25% of the area). Currently the City's water system does not extend to this area. Existing buildings within the City's water service area receive their water from private wells. The nearest connections to the City's water system include a 16" water main at the intersection of Bujacich Road and 54th Avenue and a 16" water main at the roundabout at Burnham Drive, Borgen Boulevard, Canterwood Boulevard, and SR-16.

Once annexed, the developers of parcels within the annexation area may request extensions of the City's water main. These extensions must be extended through the parcels being developed, and must be located within City right of way or in an easements granted to the City.

Latecomers' agreements are an option for funding water main extensions. 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 development and/or parcel that connects to the City's water system shall be required to receive water concurrency and pay the appropriate connection fee, latecomer fee (if applicable), and revolving service fee. The connection and service 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 annexation area is currently shown to be served by the City of Gig Harbor's sanitary sewer and wastewater treatment system. The 2002 Wastewater Comprehensive Plan indicates the parcels in the annexation area are included in either the C-3 collection system expansion or within the existing sanitary sewer collection area of the ULID#3 improvements. The Wastewater Comprehensive Plan indicates the estimated construction costs for the necessary sanitary sewer basin C-3 improvements is \$1,083,000 (in year 2000 dollars). However, a small portion of these improvements has been installed.

Those parcels connecting to the existing sanitary sewer main located within ULID#3 would be required to extend sanitary sewer to the proposed development. 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 basin C-3, shall be borne by the developers and not the City.

Each development and/or parcel that connects to the City's sanitary sewer system shall be required to receive sewer concurrency and 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

In accordance with the City's Stormwater Design Manual, each development proposed for this annexation area would be required to design and construct stormwater quantity and quality

control features. 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.

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, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation. Staff has evaluated the proposal in light of these criteria and has provided comments following each of the criteria.

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**

EXHIBIT A
LEGAL DESCRIPTION
Burnham/Sehmel Annexation ANX 05-1151

April 25, 2007

Those portions of Sections 25 and 36, Township 22 North, Range 1 East of the Willamette Meridian, in Pierce County, Washington, described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of Section 36, Township 22 North, Range 1 East of the Willamette Meridian, in Pierce County, Washington; thence North along the East Line of said Northeast Quarter to the Southwesterly Margin of Burnham Drive NW; thence Northwesterly along said southwesterly margin to the Easterly Margin of State Highway 16; thence Northwesterly along said easterly margin to the easterly prolongation of the southerly margin of Goodnough Drive NW in the Northwest Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 1 East; thence West along said southerly margin to the easterly margin of State Route 302 (Purdy Drive NW); thence Southwesterly to the southeast corner of Lot 2, Pierce County Short Plat No. 8103020195; thence West along the south line of said Lot 2 to the shoreline; thence Southwesterly along the shoreline to McCormick Creek; thence Southeasterly along McCormick Creek to the south line of Lot 2, Pierce County Short Plat No. 8501250117; thence S 89°37'18" W along said south line, 94.32 feet; thence S 21°31'44" E, 134.41 feet to the south line of Lot 3 of said short plat; thence S 87°54'57" E along said south line to McCormick Creek; thence southeasterly along McCormick Creek to the north line of Lot 2, Pierce County Short Plat No. 77-696; thence N 87°54'58" W along said north line, 328 feet, more or less, to the northeast corner of Lot 4 of said short plat; thence S 2°05'02" W along the east line of said Lot 4 to the north line of the south half of Lot 2 of said short plat; thence S 87°53'45" E along said north line, 26.20 feet; thence S 5°06'14" W to the north line of Lot 4, Pierce County Short Plat No. 8902060256; thence N 87°54'58" W along said north line to the northwest corner of said Lot 4; thence S 8°51'58" E along the west line of said lot, 518.19 feet to the south line of the Northwest Quarter of said Section 25; thence East along said south line to the northwest corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 25; thence South along the West Line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 25 to the South Margin of Wood Hill Drive NW; thence West along said south margin to the West Line of the Northeast Quarter of the Southwest Quarter of said Section 25; thence South along said west line to the South Line of said Section 25; thence East along said south line to the South Quarter-corner of said Section 25; thence South along the East Line of the Northeast Quarter of the Northwest Quarter of said Section 36 to the Southeast Corner of said northeast quarter; thence West along the South Line of said northeast quarter to the West Line of the East 440 feet of the Southeast Quarter of the Northwest Quarter of said Section 36; thence South along said west line to the Southerly Margin of Sehmel Drive NW; thence Easterly along said southerly margin to the Westerly Margin of Bujacich Road NW; thence Southerly along said westerly margin to the South Line of said northwest quarter; thence East along said south line and the South Line of the Northeast Quarter of said Section 36 to the Point of Beginning.

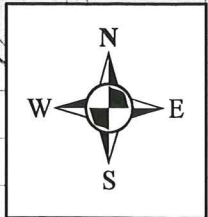
Exhibit B

New Business - 4

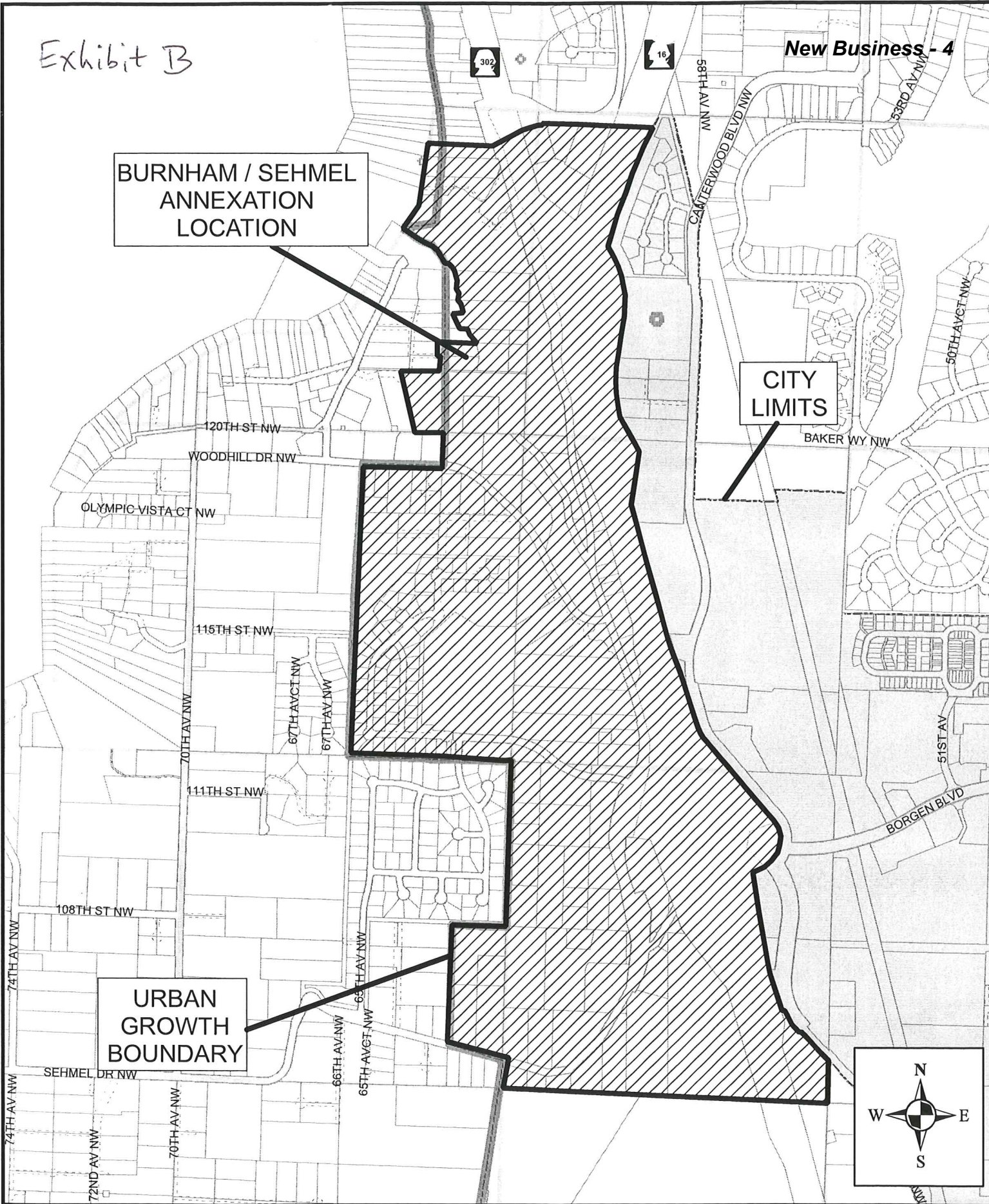
BURNHAM / SEHMEL
ANNEXATION
LOCATION

CITY
LIMITS

URBAN
GROWTH
BOUNDARY



BURNHAM / SEHMEL ANNEXATION (ANX - 1151)
VICINITY MAP



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 377 ACRES OF PROPERTY LOCATED ALONG AND TO THE WEST OF STATE ROUTE 16 (SR-16), GENERALLY NORTH OF 103RD STREET EXTENDED AND SOUTH OF GOODNOUGH DRIVE NW., 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.

WHEREAS, on September 25, 2006, the City Council voted to deny the boundaries of the Burnham-Sehmel Annexation and directed the applicant to expand the proposed boundaries of the annexation; and

WHEREAS, a Notice of Intent was subsequently signed by the owners of not less than ten percent (10%) of an expanded annexation area totaling approximately 377 acres; and

WHEREAS the City Council met with the initiators of the petition on May 14, 2007 and voted (Young/Ekberg, 7-0-0) 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 zoning of Employment District (ED), Public Institutional (PI), Residential and Business (RB-1 & RB-2), General Business (B-2) and Single Family Residential (R-1); and

WHEREAS, on June 10, 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 June 11, 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 Low, Residential Medium, Public/Institutional, Commercial/Business 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 Employment District (ED), Public Institutional (PI), Residential and Business (RB-1 & RB-2), General Business (B-2) and Single Family Residential (R-1) 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; and

WHEREAS, on August 11, 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 zoning of Employment District (ED), Public Institutional (PI),

Residential and Business (RB-1 & RB-2), General Business (B-2) and Single Family Residential (R-1), 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 377 acres of property located along and to the west of State Route 16 (SR-16), generally north of 103rd Street extended and south of Goodnough Drive NW., 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 377 acres of property depicted on Exhibits A and 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 Employment District (ED), Public Institutional (PI), Residential and Business (RB-1 & RB-2), General Business (B-2) and Single Family Residential (R-1), 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 11th day of August 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: 07/28/08
PASSED BY THE CITY COUNCIL: 08/11/08
RESOLUTION NO.

EXHIBIT A
LEGAL DESCRIPTION
Burnham/Sehmel Annexation ANX 05-1151

April 25, 2007

Those portions of Sections 25 and 36, Township 22 North, Range 1 East of the Willamette Meridian, in Pierce County, Washington, described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of Section 36, Township 22 North, Range 1 East of the Willamette Meridian, in Pierce County, Washington; thence North along the East Line of said Northeast Quarter to the Southwesterly Margin of Burnham Drive NW; thence Northwesterly along said southwesterly margin to the Easterly Margin of State Highway 16; thence Northwesterly along said easterly margin to the easterly prolongation of the southerly margin of Goodnough Drive NW in the Northwest Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 1 East; thence West along said southerly margin to the easterly margin of State Route 302 (Purdy Drive NW); thence Southwesterly to the southeast corner of Lot 2, Pierce County Short Plat No. 8103020195; thence West along the south line of said Lot 2 to the shoreline; thence Southwesterly along the shoreline to McCormick Creek; thence Southeasterly along McCormick Creek to the south line of Lot 2, Pierce County Short Plat No. 8501250117; thence S 89°37'18" W along said south line, 94.32 feet; thence S 21°31'44" E, 134.41 feet to the south line of Lot 3 of said short plat; thence S 87°54'57" E along said south line to McCormick Creek; thence southeasterly along McCormick Creek to the north line of Lot 2, Pierce County Short Plat No. 77-696; thence N 87°54'58" W along said north line, 328 feet, more or less, to the northeast corner of Lot 4 of said short plat; thence S 2°05'02" W along the east line of said Lot 4 to the north line of the south half of Lot 2 of said short plat; thence S 87°53'45" E along said north line, 26.20 feet; thence S 5°06'14" W to the north line of Lot 4, Pierce County Short Plat No. 8902060256; thence N 87°54'58" W along said north line to the northwest corner of said Lot 4; thence S 8°51'58" E along the west line of said lot, 518.19 feet to the south line of the Northwest Quarter of said Section 25; thence East along said south line to the northwest corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 25; thence South along the West Line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 25 to the South Margin of Wood Hill Drive NW; thence West along said south margin to the West Line of the Northeast Quarter of the Southwest Quarter of said Section 25; thence South along said west line to the South Line of said Section 25; thence East along said south line to the South Quarter-corner of said Section 25; thence South along the East Line of the Northeast Quarter of the Northwest Quarter of said Section 36 to the Southeast Corner of said northeast quarter; thence West along the South Line of said northeast quarter to the West Line of the East 440 feet of the Southeast Quarter of the Northwest Quarter of said Section 36; thence South along said west line to the Southerly Margin of Sehmel Drive NW; thence Easterly along said southerly margin to the Westerly Margin of Bujacich Road NW; thence Southerly along said westerly margin to the South Line of said northwest quarter; thence East along said south line and the South Line of the Northeast Quarter of said Section 36 to the Point of Beginning.

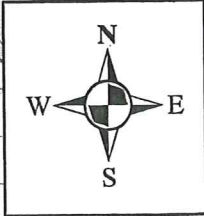
Exhibit B

New Business - 4

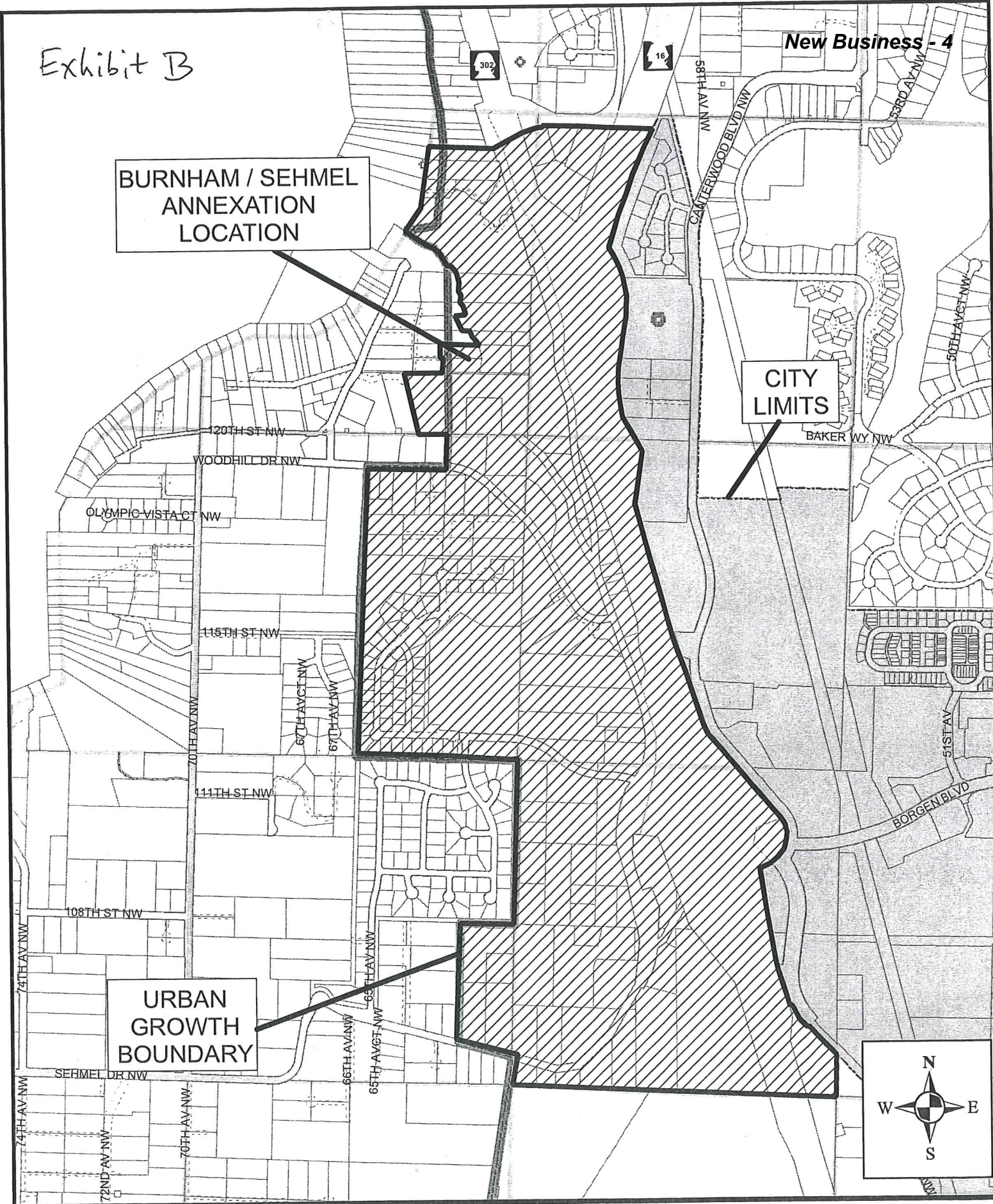
BURNHAM / SEHMEI
ANNEXATION
LOCATION

CITY
LIMITS

URBAN
GROWTH
BOUNDARY



BURNHAM / SEHMEI ANNEXATION (ANX - 1151)
VICINITY MAP





Date: August 7, 2008
To: Mayor and City Council
From: Rob Karlinsey, City Administrator *Rob*
Subject: Draft Transportation and Capital Improvement Plans

Included with this memo are the proposed capital improvement plans (CIPs) for transportation and parks, going out four to five years. The last page describes the potential debt that would be issued to fund some of the projects in the CIPs.

The two attached CIPs include a list of projects and their funding sources. They are very similar to last year's CIPs, but with a few changes such as:

- Reduction in the Donkey Creek day-lighting and associated street improvement scope as a result of less anticipated federal funding. Daylighting of the creek and construction of the pedestrian bridge is still included in this project scope.
- 2009 Construction of the Pt. Fosdick sidewalk gap connection between the library and Briarwood.
- Public parking lot acquisition moved to 2009 with the focus on a different parcel in the downtown.
- Harborview sidewalk widening phased in \$200,000 - \$250,000 portions after the first major phase in 2009.
- Reduction of the Boys & Girls Club contribution from \$750,000 over five years to \$250,000 over two years.
- City Park boundless play structure in 2012.
- Eddon Boat Dock and Railway construction in 2009, funded partially with state grant dollars.
- Jerisich Dock 70-foot extension design in 2009 and construction in 2010. Installation of the seasonal L-shaped moorage is anticipated for 2011, pending whether a commercial dock is installed at the same park.
- Delay of leasing a commercial dock until 2009 (was scheduled to begin this year).
- Wilkinson Farm Barn Roof: The Parks Commission astutely pointed out that the Barn at Wilkinson Farm needs the roof replaced very soon in order to maintain its structural integrity. Repairing and restoring the cupola is included in this proposal.
- Construction of restrooms at Wilkinson Farm Park is proposed for 2012.

Transportation Capital Improvement Plan

Sources

	2008	2009	2010	2011	2012	TOTAL
CERB Job Development Fund grant	\$ 4,500,000		\$ 500,000			\$ 5,000,000
SEPA mitigation - GHN developers	600,000	7,000,000				7,600,000
SEPA mitigation - Mallards Landing developers	150,000					150,000
SEPA mitigation - off-site improvements						-
SEPA mitigation Pt. Fosdick			600,000			600,000
SEPA mitigation - Grandview			300,000			300,000
Federal earmark - Burnham Interchange			3,000,000			3,000,000
Federal earmark - Donkey Creek & Road Impr.		950,000	1,100,000			2,050,000
Hospital Benefit Zone				11,400,000	15,000,000	26,400,000
Impact fees	490,000	400,000	1,600,000	1,475,000	30,000,000	33,965,000
General Fund	1,449,160	1,695,000	1,600,000	800,000	1,200,000	6,744,160
LTGO	1,066,000	2,900,000	550,000	8,875,000		13,391,000
TIB grant (Olympic/56th)	2,269,840					2,269,840
TIB grant (Pt. Fosdick/56th)			2,000,000			2,000,000
TIB Pedestrian Safety grant (38th St.)				100,000		100,000
TIB Transp. & Ped. Safety grant (Rosedale)				975,000		975,000
Safe Routes to School grant (38th St.)				975,000		975,000
Total Sources	\$ 10,525,000	\$ 12,945,000	\$ 11,250,000	\$ 24,600,000	\$ 46,200,000	\$ 105,520,000

Proposed Uses:

	2008	2009	2010	2011	2012	TOTAL
1 Burnham Interchange short-term (hospital) improvements	\$ 5,100,000	\$ 7,000,000	\$ 500,000			\$ 12,600,000
2 Burnham Interchange L/T Improvements	306,000	600,000	3,000,000	3,000,000	35,000,000	41,906,000
3 Burnham Drive (Harborview to Interchange) Sidewalks etc.				8,400,000		8,400,000
4 Olympic/56th	3,368,000					3,368,000
5 Wagner Way traffic signal	300,000					300,000
6 Rosedale (Stinson to Skansie) roadway, bikelane, sidewalk				2,600,000		2,600,000
7 Skansie Ave. Improvements (Rosedal to Hunt. Roundabout at Hunt)					TBD	-
8 Hunt Street Undercrossing					10,400,000	10,400,000
9 Pt. Fosdick/56th (n. of Olympic) sidewalk & roadway improvements			4,000,000			4,000,000
10 Donkey Creek Daylighting - street & bridge improvements		950,000	1,100,000			2,050,000
11 Street System Rehab/Overlay program	300,000	100,000	450,000	450,000	450,000	1,750,000
12 Sidewalk Gap Connections		50,000	75,000	100,000	100,000	325,000
13 Point Fosdick Sidewalk gap	21,000	110,000				131,000
14 Public Parking Lot		35,000				35,000
15 Traffic Calming Program		25,000	25,000			50,000
16 Harborview Drive sidewalk/roadway improvements	300,000	1,500,000	200,000	250,000	250,000	2,500,000
17 Judson/Stanich/Uddenburg sidewalk/roadway improvements	100,000	750,000				850,000
18 50th Street extension to 38th	360,000	650,000				1,010,000
19 38th Street sidewalk, bike lane, roadway improvements	100,000	350,000	400,000	7,800,000		8,650,000
20 Public Works Operations Facility	75,000	75,000	1,000,000			1,150,000
21 Erickson pedestrian & lighting improvements	25,000					25,000
22 Grandview phase II (S'dview to McDonald) road, sw & light impr.	110,000	750,000				860,000
23 Grandview Phase I (Stinson to Pioneer) road, sw & light impr.			500,000			500,000
24 Streetlights (Peacocke, etc.)	60,000					60,000
25 Street connections - Pt. Fosdick area				2,000,000		2,000,000
Total Uses:	\$ 10,525,000	\$ 12,945,000	\$ 11,250,000	\$ 24,600,000	\$ 46,200,000	\$ 105,520,000

City of Gig Harbor Transportation Capital Improvement Projects: 2009 Funding Sources							
	Grants	SEPA Mitigation	Impact Fees	Councilmanic Bond Issue	General Fund	Street Fund	Total
Burnham Interchange Hospital Improvements		7,000,000					7,000,000
Burnham Interchange Long Term Solution					600,000		600,000
Donkey Creek Daylighting - street & bridge improvements	950,000						950,000
Street System Rehabilitation/Overaly Program					100,000		100,000
Sidewalk Gap Connections					50,000		50,000
Point Fosdick Sidewalk Gap					110,000		110,000
Public Parking Lot					35,000		35,000
Traffic Calming Program					25,000		25,000
Harborview Drive Sidewalk/Roadway Improvements				1,500,000			1,500,000
Judson/Stanich/Uddenburg Sidewalk/Roadway Improvements				750,000			750,000
50th Street Extension to 38th				650,000			650,000
38th Street Sidewalk, Bike Lane, Improvements (Design)					350,000		350,000
Public Works Operations Facility (Design)					75,000		75,000
GrandView Phase II (Design)			400,000		350,000		750,000
Total	\$950,000	\$7,000,000	\$400,000	\$2,900,000	\$1,695,000	\$0	\$12,945,000

Parks Capital Improvement Plan

City of Gig Harbor
Parks Capital Improvement Plan Sources and Uses

New Business - 5

Sources

	2008	2009	2010	2011	2012	TOTAL
RCO Grant - Kenneth Leo Martin Vets Park	\$ 300,000					\$ 300,000
RCO - Eddon Boat Yard			620,000			620,000
WA State Heritage Capital Projects	100,000	880,000		200,000		1,180,000
Heritage Barn Grant		15,000				15,000
Heritage Grant - Eddon Dock & Railway		181,000				181,000
DNR Grant	126,000					126,000
Brownsfield Grants - Eddon Environmental Cleanup	358,936					358,936
Harbor Cove Escrow Account	1,040,064					1,040,064
LTGO	664,000		-			664,000
Park Impact Fees	400,000	35,000	400,000			835,000
General Fund	1,189,200	1,170,000	1,270,000	630,000	580,000	4,839,200
Total Sources	\$ 4,178,200	\$ 2,281,000	\$ 2,290,000	\$ 830,000	\$ 580,000	\$ 10,159,200

Proposed Uses

	2008	2009	2010	2011	2012	TOTAL
1 Kenneth Leo Marvin Veteran's Memorial Park	\$ 850,000		\$ 500,000			\$ 1,350,000
2 YMCA	250,000					250,000
3 Boys & Girls Club		150,000	100,000			250,000
4 History Museum Creek Easement	80,000	80,000	80,000	80,000	80,000	400,000
5 Skate Park - Play Structure & Zoom-in Camera	29,200					29,200
6 City Park at Crescent Creek - Replace Roof & Play Structure	90,000				300,000	390,000
7 Eddon Boat Park - Boatyard Building Restoration	100,000	880,000				980,000
8 Eddon Boat Park - Park Development	140,000		1,240,000			1,380,000
9 Eddon Boat Park - Dock & Railway		776,000				776,000
10 Eddon Boat Park - House Restoration			200,000			200,000
11 Eddon Boat Park - Environmental Cleanup	1,700,000					1,700,000
12 Skansie Net Shed Museum	150,000			600,000		750,000
13 Austin Estuary Park	50,000	10,000				60,000
14 Skansie Brothers House Clean-up	20,000					20,000
15 Jerisich Dock Summer Dock Extension & Seasonal Float		20,000	170,000	150,000		340,000
16 Skansie Maritime Pier & Jerisich Float Study	20,000					20,000
17 Crescent Creek West Shore Acquisition	35,000					35,000
18 Cushman Trail Phase II: Kimball to Borgen	664,000					664,000
19 Maritime Pier Dock Improvements		100,000				100,000
20 Wheeler Street End Pocket Park		35,000				35,000
21 Wilkinson Farm Barn Roof		200,000				200,000
22 Wilkinson Farm Park Restrooms		30,000			200,000	230,000
Total Uses:	\$ 4,178,200	\$ 2,281,000	\$ 2,290,000	\$ 830,000	\$ 580,000	\$ 10,159,200

City of Gig Harbor							
Parks Capital Projects: 2009 Funding Sources							
	2009	Grants	Park Impact Fees	Councilmanic Bond Issue	General Fund	Other	Total
Boys & GirsI Club	150,000				150,000		150,000
History Museum Creek Easement	80,000				80,000		80,000
Eddon Boat Park - Boatyard Building Restoration	880,000	880,000					880,000
Eddon Boat Park - Dock & Railway	776,000	181,000			595,000		776,000
Austin Estuary Park	10,000				10,000		10,000
Jerisich Dock Extension & Seasonal Float	20,000				20,000		20,000
Maritime Pier - Dock Improvements	100,000				100,000		100,000
Wheeler Street End Pocket Park	35,000		35,000				35,000
Wilkinson Farm - Barn Roof	200,000	15,000			185,000		200,000
Wilkinson Farm - Park Development	30,000				30,000		30,000
Total	2,281,000	1,076,000	35,000	0	1,170,000	0	2,281,000

Proposed Councilmanic Bond Issues: 2008 & 2009

	2008	2009	2010	2011	2012	Total
Transportation Projects						
Harborview Drive Sidewalk/Roadway Improvements	\$ 300,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,800,000
Judson/Stanich/Uddenburg Sidewalk/Roadway Improv	100,000	750,000				850,000
50th Street Extension to 38th	360,000	650,000				1,010,000
BB16 Long-Term	300,000					300,000
Public Works Operations Facility			550,000			-
38th Street Sidewalk/Bike Lane/Roadway Imprv.				6,725,000		6,725,000
Rosedale (Stinson to Skasie)				1,625,000		1,625,000
Street Connections - Point Fosdick Area				525,000		525,000
Transportation Total:	\$ 1,060,000	\$ 2,900,000	\$ 550,000	\$ 8,875,000	\$ -	\$ 13,385,000
Parks Projects						
Cushman Trail Phase II: Kimball to Borgen	\$ 664,000	\$ -	\$ -	\$ -	\$ -	\$ 664,000
Eddon Boat Park Environmental Cleanup						-
Eddon Boat Park - Park Development	-					-
Austin Estuary Park	-					-
Parks Total:	\$ 664,000	\$ -	\$ -	\$ -	\$ -	\$ 664,000
Grand Total: Parks and T	\$ 1,724,000	\$ 2,900,000	\$ 550,000	\$ 8,875,000	\$ -	\$ 14,049,000



Business of the City Council
City of Gig Harbor, WA

Subject: (CSP 0813) Harborview / Judson Street Improvements Project – Contract Amendment No. 3 with CTS Engineers

Dept. Origin: Public Works
Prepared by: Emily Appleton
For Agenda of: August 11, 2008

Proposed Council Action:

Authorize the Mayor to execute of Contract Amendment No. 3 to the Consultant Services Contract with CTS Engineers for an amount not to exceed \$7,563.00.

Exhibits: _____
Initial & Date
Concurred by Mayor: _____
Approved by City Administrator: PAK 8/11
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$7,563.00	Budgeted \$1,150,000	Required \$0

INFORMATION / BACKGROUND

The City retained CTS Engineers to provide the conceptual streetscape design from Harborview Drive from Soundview Drive to Austin Street and Judson Street, Uddenberg Lane and Stanich Lane and to prepare construction plans specifications and estimates for Phase I of the project for an amount not to exceed \$399,841.

The initial contract included field surveying and mapping of the corridors where the project improvements are contemplated. Contract Amendment No. 1 authorized additional survey work at the street end in the vicinity of "Tides Tavern". Contract Amendment No. 2 authorized additional survey work and the filing of a Record of Survey to document the area along Harborview Drive between Novak and Austin. Contract Amendment No. 3 will authorize additional survey work to include the area off Judson Street known as Gilich Ave/Adams Street/Thurston Lane and Pioneer Way up the hill from Uddenberg approximately 400 feet. These two areas were not included in the survey work authorized by the original contract. The City has received an estimate to complete this work for an amount not to exceed \$7,563.00. However, due to the timing of the additional work request, was not able to be included in contract amendments 1 or 2.

If Contract Amendments No. 1 and 2 (totaling \$25,557) are approved (on Council Agenda of 8-11-08), the revised total contract amount with CTS Engineers is \$425,398. Upon Council authorization to execute Contract Amendment No. 3 for an amount not to exceed \$7,563.00, the new revised contract amount with CTS Engineers will be \$432,961.00.

FISCAL CONSIDERATION

The funding sources for this contract amendment are the City's Street Capital budget (items #8 Judson/Uddenberg project - \$850,000 and #11 Harborview Drive project - \$300,000).

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute Contract Amendment No. 3 to the Consultant Services Contract with CTS Engineers for an amount not to exceed \$7,563.00.

**THIRD AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CTS Engineers**

THIS AMENDMENT is made to the AGREEMENT, dated April 14, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and CTS Engineers a corporation organized under the laws of the State of Washington, located and doing business at 215 Westlake 1412 112th Avenue, Ste 102, Bellevue, Washington 98004, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the conceptual streetscape design for Harborview Drive from Soundview Drive to Austin Street; as well as Judson Street, Uddenberg Lane and Stanich Street along with the preparation of construction plans, specifications and estimates for Harborview Drive between Soundview Drive and Noval Street; as well as Judson Street, Uddenberg Lane and Stanich Street 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 April 14, 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 **Scope of Work - Exhibit A**, 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 the **Exhibit A - Scope of Work** and **Exhibit B - Estimated Hours and Fees** to the Amendment in the amount of Seven Thousand Five Hundred Sixty-three Dollars and No Cents (\$7,563.00). 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. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

Section 4. **Amendment to Duration of Work.** Section IV of the Agreement is amended that the parties agree that the work described in **Exhibit A – Scope of Work** shall be completed by September 1, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2008.

THE CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Barry Knight, P.E., President & CEO
CTS Engineers
1412 112th Ave. NE, Ste. 102
Bellevue, Washington 98004
(425) 455-7622

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT B

CTS Engineers

Harborview Drive & Judson Street Improvements

Gig Harbor, WA

**Additional Survey Work on Pioneer Way and in the
Gilich Ave/Adams Street/Thurston Lane Area off of
Judson Street**

A. SUMMARY ESTIMATED PERSON-HOUR COSTS

	Person-Hours	Rate	=	Raw Labor Cost
Project Manager	2	@ \$61.38	=	\$123
Survey Manager	6	@ \$44.73	=	\$268
Senior Party Chief	30	@ \$29.00	=	\$870
Instrument Operator	30	@ \$18.25	=	\$548
Senior CAD Tech.	24	@ \$26.00	=	\$624
RAW LABOR COST	92		=	\$2,433

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost	x	Approved Rate	=	
\$2,433		182.62%		\$4,442

C. NET FEE

Total Raw Labor & Overhead	x	NET FEE	=	
\$6,875		10.00%		\$688

TOTAL = \$7,563

EXHIBIT A

Scope of Work

ADDITIONAL SURVEY & MAPPING WORK FOR HARBORVIEW DRIVE AND JUDSON STREET IMPROVEMENTS

GIG HARBOR, WA

BACKGROUND

CTS Engineers is currently working for the City of Gig Harbor preparing designs for improvements along Harborview Drive, from Soundview Drive to the south and Austin Street to the north, including the Austin Street/North Harborview Drive loop around Donkey Creek Park. The work also includes improvements to Judson Street, Uddenberg Lane and Stanich Lane.

The initial tasks included field and mapping of the entire corridors where the improvements are anticipated, and CTS Engineers completed this work in May 2008. The City has requested additional survey work on Gilich Avenue/Adams Street/Thurston Lane area off of Judson Street and Pioneer Way up the hill from Uddenberg Lane approximately 400 feet.