

Gig Harbor City Council Meeting

**November 24, 2008
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
November 24, 2008 – 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of November 10, 2008.
2. Receive and File: a) Joint City Council / Guild Worksession 10/24/08; b) AWC RMSA 2008 Loss Control Report Card.
3. Kitsap County Jail Contract.
4. Career Management Institute Contract.
5. Wastewater Treatment Plant 8'x10' Specialized Service Body to Mount on Pre-Purchased Cab and Chassis - Contract Authorization.
6. 50th St. Street Lights - Purchase Authorization.
7. Approval of Payment of Bills for Nov. 24, 2008:
Checks #59431 through #59543 in the amount of \$1,812,159.58.

OLD BUSINESS:

1. Public Hearing on Development Agreement for COMP 08-0001 and adoption of Ordinance Adopting the Comprehensive Plan Amendments.
2. Public Hearing and Second Reading of Ordinance – Cemeteries Conditional Use Permit.

NEW BUSINESS:

1. BB16 Level III – Preferred Alternative.
2. Olympic/56th Construction Improvement Project – Contract Amendment / David Evans & Associates.
3. Public Hearing and First Reading of Ordinance – Adopting the 2009 Budget.
4. First Reading of Ordinance – 2008 Budget Amendment.

STAFF REPORT:

1. Eddon Boat Update: Lita Dawn Stanton.
2. WWTP Funding Plan.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, January 14th, at 9:00 a.m. in Community Rooms A & B.

EXECUTIVE SESSION: To discuss potential litigation per RCW 42.30.110(1)(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 10, 2008

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

CALL TO ORDER: 6:00 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of October 27, 2008.
2. Receive and File: a) Building & Fire Safety Monthly Report; b) GHPD Monthly Report; c) Joint City Council / Parks Commission Worksession 10/20/08; d) Budget Update Worksession 10/20/08;
3. Correspondence / Proclamations: a) Bob Mortimer Day; b) National Veterans Awareness Week.
4. Liquor Licenses: a) Added Privilege: Fondi Restaurant; b) Application: Julep Nail; c) Renewals: The Harbor Kitchen, Terracciano's, Half Time Sports.
5. Holiday Tree Lighting Entertainment Contract.
6. Resolution – Surplus Equipment.
7. Approval of Payment of Bills for Nov. 10, 2008: Checks #59318 through #59430 in the amount of \$1,623,740.78.
8. Approval of Payroll for the month of October: Checks #5268 through #5288 and direct deposit transactions in the total amount of \$343,358.70.

MOTION: Move to adopt the consent agenda as presented.
Young / Payne - unanimously approved.

SPECIAL PRESENTATION: Mayor Hunter presented the “*Bob Mortimer Day*” proclamation to Mr. Mortimer. Judge Dunn explained that Mr. Mortimer speaks to a DUI Victims Panel on a regular basis and the impact that has on the participants.

Mr. Mortimer introduced the members of his team who accompanied him on his ride across America, and shared storied of their journey to spread a message of hope and courage.

OLD BUSINESS:

1. Third Reading of Ordinance – 2008 Comprehensive Plan Amendments. Tom Dolan, Planning Director, presented a brief overview of the nine Comp Plan Amendments. The public hearing began with: **COMP 08-0001:** 3700 Grandview Street Comprehensive Land Use Map Amendment.

Mayor Hunter opened the public hearing at 6:13 p.m.

Carl Halsan – PO Box 1447, Gig Harbor. Mr. Halsan, agent for the applicant for COMP 08-0001. Mr. Halsan summarized the application. He said that they don't believe that

the site is properly zoned because of the intensity of surrounding uses. The size will allow them to be creative in layout, and the common ownership allows to provide for larger buffers. He highlighted the proposed benefits in their proposal:

- A 40' wide, dense buffer adjacent to the single family properties. Without the project, it would be a 25', less dense buffer.
- Wider and more dense buffer in the intervening property split which would be 45' and serve as a visual buffer to those properties below the project. Current zoning would only afford a 30' buffer.
- One curbcut off Grandview. They may eliminate the curbcut on Pioneer and there is no curbcut off Stinson. Current zoning they could have as many accesses and Public Works would allow.
- Preservation of significant trees. Survey shows 390 trees inventoried on the property and code only requires preservation of 78 or 20% of those. In the development agreement they are suggesting saving 117 or 30% of the trees.
- Mixed use development is not possible in the current zoning but is possible under this zoning and one of the Comp Plan Amendment goals.
- Current zoning requires all surface parking. This proposal places as much parking as possible under the buildings.

Mr. Halsan responded to a question by saying that the proposed height of the buildings at the two northwest corners is 25 feet, which is nine feet more than current code would allow. He stressed that they would commit to 25 feet in height.

Councilmembers and the Mayor voiced concern with the trees and loss of buffering along Grandview as this is the approach to the city. Mr. Halsan assured them that the building could be moved to save more trees and buffering along Grandview and that there are four options for placement of the buildings and buffering options. This could be dealt with through the Design Review process and made a condition of the Development Agreement.

Council then discussed the trees located in the city right of way and asked that the city save these trees during any roadway or sidewalk improvements.

Carol Morris, City Attorney, explained that she has reviewed the proposed Development Agreement and if Council approved the Comp Plan Amendment on condition of such agreement, they should have it in final form. She added that a Development Agreement requires a public hearing.

Council and the Mayor discussed what would be addressed in a Development Agreement. The building heights and scale of the project were mentioned as a concern. A suggestion was made to remand this project back to the Planning Commission for further public review which was discussed further. A question of timing on adoption of the remainder of the Comp Plan amendments was raised.

Carol Morris suggested that Council could adopt each amendment one at a time, then a comprehensive ordinance with all decisions could come back for final adoption.

Carl Halsan addressed the additional questions and concerns with the following comments:

- It is their hope that Council will adopt the Comp Plan Amendment subject to the adoption of a Development Agreement soon thereafter.
- Further Development Agreements will be required for a rezone if this is approved. This is just the first step of several.
- They have refined the project per the comments from the Planning Commission based on the process. They shouldn't have to go back in that process.
- There is nothing in the development agreement regarding height. They hope that the site won't remain in the height restriction area; it seems that it shouldn't be based on current code. If that change isn't approved, then the project will be built to the height restriction standards.

Bill Fogerty – 3614 Butler Drive. Mr. Fogerty thanked Council for reviewing the 25 signatures of residents in the basin strongly opposing the size and scope of the commercial side of this development. He offered these comments:

- Deer come through that area. He offered photos.
- 80,000 s.f. of development equals about 12 feet per resident in the basin.
- He objected to the 5000 s.f. zoning He asked if that is total building square footage or footprint. If footprint that would allow 45,000 s.f. of building when the commercial development across the street is 3000 s.f.
- The burden to show the need for a Comp Plan Amendment is up to the developer which hasn't been demonstrated. The drawing doesn't represent the neighborhood; it's way over scale and there is no need to have this commercial development is their back yards.
- The trees are going to disappear and they need them for wind and noise barriers.
- There are 16 foot height restrictions for a reason and just because you are at the top isn't a right for a dispensation.
- The homes in the basin will be able to see the building if it is allowed to build at 25 feet high.
- Where is the 25 feet measured from, Grandview or from his back yard?

Council clarified that this isn't about saving the trees because currently the lot could be mostly cleared; this is more about the bulk and scale of the project. There was discussion about allowing consideration of a Development Agreement in order to address these concerns. Under current code five or six single-story, 5,000 square foot buildings with surface parking could be constructed. This is an opportunity to work with the developer to guide the project rather than just allowing what is currently allowed by code. The height of the building is a whole separate issue that will be brought before Council at a later date.

Mike Paul – 3720 Horsehead Bay. Mr. Paul presented information on what could currently be built on this site under current code. He stressed that they want to make this a great project and the retention of just 78 trees, all surface parking and reduced buffers don't help Gig Harbor. He said that the substantial vegetative buffer being

proposed is designed to be impenetrable; not visually to be seen through. He said that they aren't trying to push anyone stressing that they don't have a final building design; this process is just for a Comp Plan Amendment to allow them to move forward. They have committed to an 85% limitation on the building size on the residential portion above. He said that they are trying to be as pro-active as they possibly can and are positive about saving trees by moving things around. He responded that they haven't considered reducing the size of the current proposed building scale stressing again that this isn't the design portion of the project. He added that the footprint of the building would need to meet the requirements for underneath parking to eliminate surface parking.

There were no further public comments and the public hearing closed at 6:55 p.m.

MOTION: Move to delay action on **COMP 08-0001** until the next Council Meeting to hold a public hearing on the final development agreement as recommended. Kadzik / Payne – five voted yes. Councilmembers Malich and Franich voted no.

Tom Dolan continued with the public hearings on the remainder of the Comp Plan Amendments.

1. **COMP 07-0005:** Gig Harbor Wastewater Comprehensive Plan Amendment to Sewer Basin C14. Mayor Hunter opened the public hearing at 6:58 p.m. There were no comments and the hearing closed.

MOTION: Move to approve COMP 07-0005 as presented.
Kadzik / Conan – unanimously approved.

2. **COMP 08-0002:** Parks, Recreation and Open Space Element Update. Mayor Hunter opened the public hearing at 7:00 p.m. There were no comments and the hearing closed.

MOTION: Move to approve COMP 08-0002 as presented.
Kadzik / Conan – unanimously approved.

3. **COMP 08-0003:** 3720 Harborview Drive Land Use Map Amendment. Mayor Hunter opened the public hearing at 7:01 p.m. There were no comments and the hearing closed.

Councilmember Franich said that this property had been commercial for quite some time but keeping it as R-1 would protect the residential character of the area.

MOTION: Move to approve COMP 08-0003 as presented.
Kadzik / Conan – five voted in favor. Councilmembers Franich and Malich voted no.

4. **COMP 08-0004:** Area-Wide Land Use Map Amendment. The three amendments include:
 1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1;

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

Mayor Hunter opened the public hearing at 7:10 p.m.

Richard Kemp – 7551 Grandview Place. Mr. Kemp said that these properties should remain R-2 as they are surrounded by this type of development. He responded that the neighbors haven't contributed to any road development on the privately owned Grandview Place since he bought his property.

Beverly Pearson – 7122 Grandview Place. Ms. Pearson, who has lived in her home on the south side of Grandview Place for 49 years, explained that the neighbors paid to keep up that road. The property around her was R-1 when they moved in and had always been R-1; she didn't know when it had been changed. She voiced appreciation to the Planning Commission's recommendation to change it back.

Janet Metcalf – 7177 Grandview Place. Ms. Metcalf said she lives above the Kemps. She explained that Grandview Place is a private road and that it would be better zoned as R-1 because it's a quiet neighborhood.

Richard Kemp responded that the property owners in favor of keeping the higher zoning aren't talking about significant development because the city has rules and regulations.

Beverly Pearson responded by explaining what happened to allow the apartments located in the area.

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

MOTION: Move to approve COMP 08-0004 as stated in the packet and shown on the map to include the six, southerly properties.
Young / Kadzik– five voted in favor. Councilmembers Malich and Franich voted no.

5. **COMP 08-0005:** Gig Harbor Wastewater Comprehensive Plan Amendments to Sewer Basins C1, C5 and C8. Mayor Hunter opened the public hearing at 7:24 p.m. There were no comments and the hearing closed.

MOTION: Move to approve COMP 08-0005 as presented.
Kadzik / Malich – unanimously approved.

6. **COMP 08-0006:** Utilities Element Update. Mayor Hunter opened the public hearing at 7:26 p.m. There were no comments and the hearing closed.

MOTION: Move to approve COMP 08-0006 as presented.
Kadzik / Conan – unanimously approved.

7. **COMP 08-0007:** Capital Facilities Plan Update. Mayor Hunter opened the public hearing at 7:29 p.m. There were no comments and the hearing closed.

MOTION: Move to approve COMP 08-0007 as presented.
Malich / Conan – unanimously approved.

8. **COMP 08-0008:** Transportation Element Update. Mayor Hunter opened the public hearing at 7:31 p.m. There were no comments and the hearing closed.

MOTION: Move to approve COMP 08-0008 as presented.
Malich / Conan – unanimously approved.

1. Second Reading of Ordinance – RLD Minimum Density Requirement. Peter Katich, Senior Planner, presented the background information on this ordinance to amend the allowed density in the Planned Community Development Low Density Residential (RLD) District from a maximum of four dwelling units to the gross acre to a minimum and maximum of four dwelling units to the gross acre.

John Chadwell – Olympic Property Group. Mr. Chadwell clarified that the maximum number has always been in place. In order to meet the GMA requirements, they went to four minimum. This ordinance doesn't allow any more; you just can't do fewer than four. He explained that he came before Council at the first reading of the ordinance describing this ordinance as a "big to do about nothing." He thanked Peter Katich and Tom Dolan for working on solutions.

MOTION: Move to adopt Ordinance No. 1146 amending the PCD-RLD Planned Community Development Low Density Residential District density requirements.
Kadzic / Payne – six voted in favor. Councilmember Franich voted no.

2. Resolution – Sole Source Equipment: Courtsmart System. Paul Nelson presented information on the installation of a sound / video system in the Council Chambers to interface with Pierce County in an effort to reduce/eliminate the need to transport prisoners from the jail.

MOTION: Move to adopt Resolution No. 773 as presented.
Young / Conan – unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Cemeteries Conditional Use Permit. Tom Dolan presented the background information for this ordinance that would allow existing cemeteries to expand as conditional use in the R-2 District. He explained that due to noticing requirements, the public hearing would be held at the second reading.

Catherine Jerkovich – 2106 Pacific Avenue, Ste. 500. On behalf of Haven of Rest, Ms. Jerkovich spoke in favor of the ordinance. She said that the Conditional Use Permit

process is what Haven of Rest currently has to go through with Pierce County to expand and so this would afford them the same process.

2. Resolutions - 2008 Property Tax Levy and Excess Property Tax Levy. David Rodenbach, Finance Director, explained that the first resolution sets the regular tax levy and the second excess levy is for the Eddon Boat bonds for collection in 2009. He described the breakdown of the increase and recommendation from the Auditor to approve the full 1.93% increase and then request a 1% increase from the Auditor allowing the city to bank the remaining capacity. The Auditor's other recommendations were to split the two levies and adopt by resolution rather than ordinance.

MOTION: Move to adopt Resolution No. 774 adopting the 2008 Property Tax Levy.
Young / Conan – six voted in favor. Councilmember Franich voted no.

MOTION: Move to adopt Resolution No. 775 adopting the Excess Property Tax Levy.
Young / Conan – unanimously approved.

3. Rainier Yacht Harbor Settlement Agreements. Carol Morris, City Attorney, gave an overview of the four pending appeals addressed with this agreement. She said that the settlement agreement does not establish an outcome, but it allows the Hearing Examiner to make a decision as to whether or not the applications are consistent with code and render an impartial decision. If the decision is approved with conditions acceptable with Rainier Yacht Harbor, then all pending lawsuits would be dismissed with prejudice.

MOTION: Move to authorize the Mayor to execute the Settlement Agreement with Rainier Yacht Harbor on behalf of the city.
Young / Ekberg – six voted in favor. Councilmember Franich voted no.

4. Public Hearing and Resolution – Adopting the Six-Year Transportation Improvement Plan. David Stubchaer, Public Works Director, presented the background information for adoption of the 2009 Six- Year TIP. He said that the long-term solutions for BB16 aren't included at this time. He then introduced Gus Garcia, the consultant from HDR who assisted in the development of the TIP, to address Council questions.

Mr. Garcia responded to questions about sidewalk improvements on both sides of Skansie and Rosedale. He explained that the description in the TIP is predicated on current design standards and included for estimating purposes; these could be eliminated from the design.

Carol Morris further clarified that the TIP shows what the city is planning to do and so that you can apply for funding. The TIP does not obligate the city to build what is on the plan and can be changed at a later date.

After discussion a comment was made that by leaving the dual sidewalks in the TIP it indicates to future development that the city is serious about pedestrian safety.

Mayor Hunter opened the public hearing at 8:20 p.m.

Randy Boss. Mr. Boss said he would be submitting written comments. He addressed number 2 on the TIP: Hunt Street Connection Undercrossing. He said that the Pierce Transit Park and Ride facility is moving further north and installing a pedestrian overpass to connect Hunt Street. He suggested that it would be better to work with them to do a lane-over. He suggested changing the TIP so that it wouldn't be limited to just an undercrossing. Councilmember Young responded that topographically, an overpass isn't an option.

There were no further public comments and the public hearing closed at 8:24 p.m.

MOTION: Move to adopt Resolution No. 776 adopting the Six-Year Transportation Improvement Program (TIP) 2009-2014.
Kadzik / Conan – unanimously approved.

5. Phase I Gig Harbor North Water Tank Parcel Consultant Services Contract. David Stubchaer explained that this hazard materials study is in anticipation of obtaining the property underneath the water tank already owned by the city and related to the latecomer's agreement that will be coming to Council on December 8th.

Councilmembers discussed the need for the assessment. Ms. Morris said that she recommends a Phase I on all property the city purchases to address the Model Toxic Act and doing the prudent assessment.

David Stubchaer added that this is one possible site of the deep Well #9 which is in negotiation for the water rights at this time. He recommended approval of the assessment because of this.

MOTION: Move to authorize the Mayor to approve the Phase I Environmental Site Assessment of the Olympic Property Group parcel #0222304009.
Payne / Kadzik – six voted in favor. Councilmember Conan voted no.

STAFF REPORT: Rob Karlinsey presented information on a firm called *Career Management Institute* who has offered their services for career counseling and outplacement for employees who may be laid off. He asked Council to review the information and it will be brought back on the 24th for consideration.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Boards and Commission Candidate Review Committee: Mon., Nov. 24th at 4:30 p.m.
2. Intergovernmental Affairs: Monday Dec. 8th at 4:30 p.m.
3. Gig Harbor North Traffic Options Committee: Wed., Jan. 14th at 9:00 a.m.
4. Coffee with Council – Postpone until 2009?
5. Walk with the Mayor – Postpone until 2009?

Rob Karlinsey recommended postponing the Coffee with Council and Walk with the Mayor until next year because it hadn't had the appropriate advertising.

ADJOURN TO WORKSTUDY SESSION: BB16 Analysis.

MOTION: Move to adjourn to the workstudy session at 8:35 p.m. to consider the BB16 Analysis.
Franich / Conan – unanimously approved.

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

MOTION: Move to adjourn to Executive Session at 9:35 p.m. for thirty minutes to discuss potential litigation per RCW 42.30.110(1)(i) and guild negotiations per RCW 42.30.140(4)(a).
Young / Payne – unanimously approved.

MOTION: Move to go back into regular session at 10:00 p.m.
Conan / Payne – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 10:00 p.m.
Conan / Ekberg – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1040.

Charles Hunter, Mayor

Molly Towslee, City Clerk

OUTLINE MINUTES
City Council / Employee Guild Worksession

Consent Agenda 2a

Date: October 24, 2008 Time: 8:30 a.m. Location: Community Rooms A&B Scribe: Molly Towslee

Executive Members Present: Mayor: Chuck Hunter City Council: Steve Ekberg, Derek Young, Jim Franich, and Ken Malich. Councilmember Payne came later in the meeting.

Guild Representatives: Debra Yerry, Dan Welch, Joe Pominville, Kay Johnson, Diane Gagnon, Greg Foote, Willy Hendrickson, and Steve Misiurak.

Staff Present: Rob Karlinsey, David Rodenbach, Marco Malich, Darrell Winans, Mike Davis, Tom Dolan, Dick Bower, Paul Nelson, David Stubchaer, and Molly Towslee.

Call to Order at 8:45 p.m.

Mayor Hunter opened the session and with Councilmembers, explained that this meeting was to come together to listen and exchange ideas to find ways to approach the budget cuts and address the economic downturn.

Willy Hendrickson, Guild Co-President, passed out a packet of information, explaining that it was a compilation of comments gathered from the employees in response to a request for creative solutions to keep positions, bring in more revenue, and to cut back. He said that the cover sheet is a summary of several concerns voiced, and the other sheets are unedited submittals.

The group began by discussing the following comments on the first page of the packet. Joe Pominville stressed that these suggestions are to save jobs; not to create more money for the General Fund.

- 1) A set amount of days taken off without pay that could be spread throughout the year.
 - Most employees favor days off they can control rather than an across the board cut.
 - 4-9 shifts could save a little more.
 - The cost savings would have to be determined.
 - Any decisions would have to be taken to the Guild for final approval.
 - How would a blanket closure during the week after Christmas affect customer service?

- 2) Summer Help Cuts
 - Current level of service would be gone.

- The workload remains to be done: park maintenance, mowing, and retention pond maintenance and other things.
- Could these duties be done by Court assignment?
- Summer Help is inexpensive labor; maybe look to other cuts instead.
- Come up with a comprehensive list of duties.

3) Consider 4-8 (32 hrs) or 4-9 (36 hr) shifts and close City Hall one day a week. How would these reduced shifts affect our benefits package?

- Would have to change current policy to pay full benefits on less than full time work.
- How do other jurisdictions handle split and staggered shifts?
- Would this result in enough savings to meet budgetary needs.

4) Offer job sharing.

- Some employees may want to be part-time.
- Encourage it as a viable tool.
- Address in Guild Contract negotiations.
- Yearly memorandum of agreement of part-time rather than layoffs.
- Benefits...would employee have to contribute or would city fund at 100% for a certain time.

5) Eliminate consultants where possible. Shoreline Master Program?

- Some things staff can do in-house but with employee cuts it may be difficult.
- Staff to provide a comprehensive list of contracts and potential savings.

The group discussed how much it would take to save all positions. David Rodenbach estimated approximately one million dollars. Rob Karlinsey said that other funds are in trouble due to being subsidized by the General Fund. This will all be discussed during the budget worksessions.

6) Examine savings related to overtime, travel, training, supplies, software, hardware, etc.

- Pre-approval for overtime for employees, possibly managers.
- Evening meetings.
- Comp time verses overtime.
- Address elimination of overtime for exempt employees.
- Flexible time within a one-week period.

7) Update business license fees to reflect comparable cities. Ours is \$20, UP is \$50, Tacoma is \$80 and Fife is \$100. That would generate an additional \$60K to \$160K per year.

- Alarm Fees are included in fee schedule by we have no registration fee.

- Compile a list of what fees and taxes we are not currently charging i.e. theater tax, 6% utility tax, a **Consent Agenda 2a**
- Businesses hurting from economy too.
- Consultants need business license.
- Require a license if doing business for one day, not 30.
- Is this a temporary problem and if so, do we need these increases?
- Should we implement a B&O tax?

There was discussion on how some positions are funded from the General Fund and others are funded from department specific funds such as development services. There were four or five new positions added due to growth in this area and a commitment to Council that if the revenues didn't continue the positions would be cut.

A concern was voiced that decisions to cut employees, hours and/or pay potentially affect 100 employees and their livelihoods. A suggestion was made that the police guild would be willing to give up bonuses in 2009 in order to preserve positions.

- 8) a. Allow partial payments from developers to allow them to go forward bringing in sales tax and permit fees.
Catastrophic market conditions may preclude development.
 - b. Start charging applicants for the actual cost of the Hearing Examiner.
Charging for Hearing Examiner's services has worked well in other agencies.
Add this to the yearly fee schedule.
 - c. Speed up the permit processes that would encourage developers to come to the City. Example: a comprehensive plan amendment should be done more frequently than yearly.
Some city criteria and variances make development very difficult...look at ways to ease this process.
Find ways to free up ERUs for those developments ready to go.
Explore phasing for projects.
- 9) Identify the reasons for workforce reduction in writing with adequate supporting documentation to be discussed with the Guilds for timely comment when layoffs are put on the table. (This was done after the fact.)
 - This is a legitimate request.
 - Regret the way it was done in a hurry trying to get the budget done.
 - 10) Evaluate the alternatives include wage freezes, allowing for natural attrition, creating early retirement incentives, reducing hours, and across the board pay rate reduction.
 - Develop a summary of alternatives for staff to review.
 - Take care of the employees left behind.
 - Retain quality employees and stay competitive in the market.

- Voiced admiration for the willingness of employees to sacrifice.
- Reallocate staff to keep employees; cut part-time positions.
- Take over maintenance of street lights.

There was a break at 10:18 a.m. The group reconvened at 10:30 a.m.

The group discussed other cost-saving efforts:

- Flexing workdays to cut overtime and on-call on the weekends
- Reduction in the list of public works projects for 2009.
- City's overtime numbers are significant and a place to better manage money.
- Special events costs: continue efforts to find sponsorship to pay for staff time during these events.
- Controlling change orders.

The discussion then moved to the reallocation of funding for some employees from the General Fund to Capital Projects to better reflect job duties. Staff was directed to do this via the development agreements that allow us to charge for project management costs, i.e. treat Franciscan Health Systems like regular developers and pass on the staff costs to manage Canterwood Blvd. and BB16 projects which have resulted in considerable overages.

Wastewater Treatment Plant Expansion project:

- Increase the current 2.5 FTE's allocated to Sewer Capital due to the scope of the project.
- The addition of one employee only addressed the work that hasn't been getting done
- Staff to follow up with allocation of the Engineering Assistant's time to this project.
- Important to maintain sewer lines even if it requires subcontracting.
- Update utility rate study with increase in staffing costs.

Workload Measures Building/Fire Safety:

- Loss of two receptionists and two building inspectors' positions.
- Filling in with higher paid staff.
- 2008 largest ever for projects which will carry over into 2009.
- Still new projects coming in.

The Guilds are scheduled to meet next week and would like Council's thoughts on the suggestions brought forward by the employees. The following comments were made:

- Intrigued by optional work schedule: 4-9's and 5-10's;
- Cutting expenses and increasing revenues by going over the budget line by line in the worksessions.
- When business drops off, their employees were open to job sharing.

- Staff asked to figure out workload and cut wherever possible to find solutions to keep the employees.
- Thanks to the employees for willingness to sacrifice.
- Like the suggestion for a one-year temporary agreement for job-sharing/flex-hours to access the economy.
- Preserving jobs is a focus.
- Cut overtime; go part-time where possible in order to determine whether the economy will level off.
- Don't depend upon growth to employ people...it's a false economy.
- All business relies upon growth.
- Goal isn't to save every job, but to make smart decisions to effectively run the city.
- Not pleased with the initial method to address this.
- Much inefficiency in expenditures.
- Want to hear from guild; they have smart solutions.
- Do more to manage overtime and utilize alternative scheduling.
- Some growth-related positions will go away.
- Going through the budget line-by-line.
- Don't want to see just the "little-guy" going away.
- Appreciate efforts.
- Hope that in the future, the Guilds will be included in discussions.

Willy Hendrickson stressed that everything is negotiable and that the Guilds would like to see a ball-park dollar amount of budget savings before they discuss these options.

David Rodenbach said that he doesn't have the staff to be able to run the figures on each of these scenarios. It was suggested that he might be able to pick one or two and do an estimate.

Another suggestion was made that it might be premature; wait until the budget worksessions and enough savings might be realized to change things.

Mayor Hunter said that things will improve but it's going to take work and time and changing our ways. He stressed that we will work as hard as we can.

Adjourn @ 11:20 a.m.



**Association of Washington Cities
Risk Management Service Agency**

2008 Loss Control Report Card

For the City of Gig Harbor

In accordance with
AWC RMSA Best Practice Standards



Fred

Completed By: Fred Crumley, AWC RMSA

Date: 11-17-08

The Association of Washington Cities (AWC) Risk Management Service Agency (RMSA) is a pool of cities that have joined together to manage municipal risk. Every member of the pool has a vested interest in proactively evaluating risk and taking corrective action to reduce or eliminate such risk. *This compliance Report Card is provided to assist in this process.*

This report summarizes the findings of your annual loss control inspection. It is a snapshot view of your city from a risk management perspective and was completed by your AWC RMSA loss control specialist using industry common "Best Practice" loss control standards. These standards apply to all departments within your municipality and address such areas as:

- ✓ Policies and Procedures
- ✓ Administrative Practices
- ✓ Personnel Management
- ✓ Facility Management

The overall objective of this risk management program is to identify risk exposures that lead to liability and property losses and to mitigate those findings through responsible management practices.

The Loss Control Standards, the Deductible-Rating Program, and On-Site Inspections are the backbone of the AWC RMSA Loss Control program.

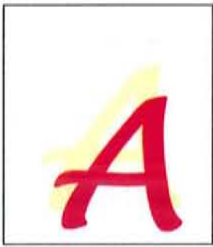
AWC RMSA is a zero deductible insurance program, with the exception of earthquake and flood. We pay 100% of all non-catastrophic claims and losses to those members who receive a grade of "A" on their annual report card.

Based on your annual loss control visit, your city has received a grade determined by the percentage of the compliance with the AWC RMSA loss control standards. Your grade corresponds to an insurance deductible. Deductibles will be implemented six months after the date of this report unless corrections are made to raise your grade. Requests to be re-graded can be made at any time.

| AWC RMSA Grading Scale | | |
|------------------------|-------|------------|
| % of Standards Met | Grade | Deductible |
| 90-100% | A | 0 |
| 80-89% | B | \$250 |
| 70-79% | C | \$500 |
| 60-69% | D | \$750 |
| 59% and below | F | \$1,000 |

**Questions can be directed to Fred Crumley at the AWC RMSA
1-800-562-8981 or (360) 753-4137
fredc@awcnet.org**

2008 Annual Loss Control Report Card
For the
City of Gig Harbor



Your Grade

RMSA Contact: Molly Towslee

General Local Government

| | | |
|-----|---|---|
| 1. | Do you get legal advice prior to any employee termination? <u>RMSA Hotline</u> or <u>City atty</u> ? (circle one) | ✓ |
| 2. | Have all personnel policies been reviewed by a labor attorney within the past 5 years? | ✓ |
| 3. | Are all employees receiving annual job performance evaluations? | ✓ |
| 4. | Are all personnel policies in writing and a copy given to each employee? | ✓ |
| 5. | Do all employees have a written job description? | ✓ |
| 6. | Have all supervisors received personnel training in the past 3 years? For example, harassment, diversity, employee discipline, performance evaluations, investigations, leave, disability, etc. | ✓ |
| 7. | Were all changes in property values (new construction and/or major remodeling) reported to the RMSA? | ✓ |
| 8. | Does the Clerks office have a system of documenting citizen's complaint calls? | ✓ |
| 9. | Is there an auditor approved checks and balances system in place for funds management? | ✓ |
| 10. | Have all elected officials received training on their roles and responsibilities within the past 3 years? | ✓ |
| 11. | Did you receive a Loss Control Grant this year? | ✓ |
| 12. | Does the city have an emergency response plan in place to respond to natural disasters and other emergencies? | ✓ |

Facilities for Rent (Community Centers, Picnic Areas, Conference Rooms, etc.)

| | | |
|----|---|-----|
| 1. | Does RMSA have a copy of all rental forms and agreements? (If not, please send us copies.) | ✓ |
| 2. | Are alcohol sales controlled and is police security provided when alcohol is being used? | N/A |
| 3. | Do you require certificates of insurance whenever possible, naming the city as an additional insured? | ✓ |

Legend:

- ✓ = Meets Standards
- X = Does Not Meet Standards
- N/A = Does Not Apply

Public Works Department

Public Works

| | | |
|----|--|----|
| 1. | Does the city have a documented sidewalk inspection and maintenance program? | ✓ |
| 2. | Is there a system to log (document) citizen complaints and a timely investigation of complaints? | ✓ |
| 3. | Do you have a copy of the AWC RMSA Sewer System Maintenance Manual? | ✓ |
| 4. | Do you have a written policy addressing sewer inspections and maintenance? | *X |
| 5. | Do you document all sewer inspections and maintenance? | ✓ |
| 6. | Date of last sewer inspection: <u>2008</u> Date of last sewer overflow (if known): <u>2008</u> | - |
| 7. | Is there a documented procedure for locating underground utilities? | X |

Vehicles

| | | |
|----|--|---|
| 1. | Have all employees and volunteers, who regularly drive city vehicles, attended a defensive driving course in the past three years? (AWC RMSA video program will satisfy this requirement.) | ✓ |
| 2. | Have heavy equipment operators received refresher driver training in the past 3 years? (AWC RMSA video program will satisfy this requirement.) | X |
| 3. | Have all operators been briefed on procedures to safeguard city owned equipment and property? | ✓ |
| 4. | Does the city participate in the CDL Drug and Alcohol Testing Program IAW Federal regulations? | ✓ |
| 5. | Are State of WA motor vehicle records reviewed annually for those employees who drive city vehicles as a regular part of their job? | X |

Fire Protection and Security

| | | |
|----|--|---|
| 1. | Are all fire extinguishers inspected on an annual basis? | ✓ |
| 2. | Are all exits properly marked and paths of egress kept clear? | ✓ |
| 3. | Are all flammable materials properly stored? | ✓ |
| 4. | Do all facilities have a way to secure valuable items/property? i.e. locks, fences, etc. | ✓ |

* SHOULD HAVE A SEWER POLICY.

Legend:
 ✓ = Meets Standards
 X = Does Not Meet Standards
 N/A = Does Not Apply

Parks and Recreation Department

Playgrounds/Parks

| | | |
|----|---|---|
| 1. | Do all parks/playground equipment meet Consumer Product Safety Commission guidelines? | ✓ |
| 2. | Do you have a copy of the CPSC playground safety booklet? | ✓ |
| 3. | Is there proper cushioning material under all play equipment? (6" sand, pea gravel or wood chips?) | ✓ |
| 4. | Are <u>monthly</u> safety inspections done for parks and playground equipment and documented on a monthly or quarterly basis? | ✓ |

Athletic Fields

| | | |
|----|--|-----|
| 1. | Are there documented inspections of field conditions and regular maintenance of athletic facilities? | ✓ |
| 2. | Do bleachers meet Uniform Building Code guidelines? (Greater than 40" high must have back and side rails.) | ✓ |
| 3. | Are all life guards trained and certified in accordance with state law? | N/A |
| 4. | Is there a certified pool operator available to assist with management of the pool? | N/A |

Supervised Programs

| | | |
|----|---|-----|
| 1. | Are criminal background checks done on all employees and volunteers who work with children and seniors? | N/A |
| 2. | Are all staff and volunteers who work with children and seniors, trained in first aid/CPR? | |
| 3. | Do you require a parental/guardian signature on a liability waiver form explaining risk of injuries? | |
| 4. | Is there a parental/guardian signed release form for emergency medical treatment? | |
| 5. | Have all recreational activity forms and agreements been reviewed by RMSA? If not, please send copies for review. | |
| 6. | Do you own and operate a 15 passenger van? If yes, have all drivers received special training for this vehicle? (We have a video program that will suffice for this requirement.) | |
| | | |

Legend:

- ✓ = Meets Standards
- X = Does Not Meet Standards
- N/A = Does Not Apply

Police Department

Police Department

| | | |
|-----|---|---|
| 1. | Do you have written policies or procedures for handling citizen complaints? | ✓ |
| 2. | Do you have a formal policy for review of all critical incidents and vehicle accidents? | ✓ |
| 3. | Has all state required training been completed for all officers? | ✓ |
| 4. | Is there an up-to-date training folder for all officers; fulltime and reserves? | ✓ |
| 5. | Is the Policy and Procedures manual in a digital format? | ✓ |
| 6. | Has your Policy and Procedures manual been updated or reviewed in the past 12 months? | ✓ |
| 7. | Have all officers signed a statement that they have reviewed the department Policy and Procedures manual; that they understand it; and that they have received a personal copy? | ✓ |
| 8. | Does your facility have a holding facility (cells) for suspects and detainees? | ✓ |
| 9. | Do you have a Police Cadet or Explorer Program? | ✓ |
| 10. | Do you have an active "Ride-along" program? i.e. more than 3 rides per year? If yes, have you implemented the mandatory AWC RMSA Ride-Along policy? | ✓ |

Fire Department (city operated only):

| | | |
|----|--|-----|
| 1. | Do you have written policies or procedures for handling citizen complaints? | N/A |
| 2. | Do you have a formal policy for review of all critical incidents and vehicle accidents? | |
| 3. | Has all state-required training been completed for all Fire Fighters? | |
| 4. | Is there an up-to-date training folder for all FFs; fulltime and volunteers? | |
| 5. | Do you have a Policy and Procedures manual? | |
| 6. | Is the Policy and Procedures manual in a digital format? | |
| 7. | Have all FFs signed a statement that they have reviewed the department Policy and Procedures manual; that they understand it; and that they have received a personal copy? | |
| 8. | Is the city fire department EMS qualified? | |
| 9. | Have all volunteer FFs been briefed on their personal liabilities and responsibilities while driving their personal vehicles? | ✓ |

Status of fire chief (circle one): Full-time Volunteer

Number of full-time fire fighters: _____

Number of volunteer fire fighters: _____

Legend:

- ✓ = Meets Standards
- X = Does Not Meet Standards
- N/A = Does Not Apply

What are Risk Management and Loss Control?

The risk management function is a disciplined process to identify and analyze exposures, and to take actions to prevent, reduce, retain or transfer various levels of risk. Loss control is a process of controlling (preventing) losses. It is an element of risk management.

There are three basic steps in the risk management process. The first is to identify risks, the second is to control risks, and the third is to evaluate the risk management program and revise as necessary.

The risk management process is not a one-time inspection audit; it is a day-to-day activity. Government services are highly dynamic: employees change, new equipment is obtained, new facilities are built, existing equipment and facilities begin to wear out, services and programs change, and laws change. To respond to these changes, a successful risk management program requires continuous evaluation and management.

Why A Loss Control and Risk Management Program?

Loss control and risk management seek to minimize and control the chance of loss by identifying and treating risks and exposures before they become claims.

Courts continue to award ever increasing damages to plaintiffs who successfully sue municipalities. Valuable assets (human, financial and capital) continue to be injured, lost or damaged.

Effective risk management by a local government is essential, especially as insurance premiums continue to rise, as local government immunity is eroded, as medical health care costs escalate, as the public becomes more claims conscious and litigious, as agencies begin to mandate certain loss control measures, and as competition for scarce revenues increases.

Active loss control programs have historically proven to reduce injuries, lawsuits, and insurance premiums. This is your loss control program. It will only be effective if it is supported by senior staff, employees, and elected officials. We encourage your support and participation.

RMSA Membership As of 1/1/08

| | | | | | |
|----------------------|------------------|-----------------|-----------------|-----------------------|------------------|
| 1 Airway Heights | 15 Darrington | 29 Hamilton | 43 Mesa | 57 Prescott | 71 Spangle |
| 2 Algona | 16 Deer Park | 30 Harrah | 44 Metaline | 58 Prescott Parks/Rec | 72 Springdale |
| 3 Beaux Arts Village | 17 DuPont | 31 Harrington | 45 Morton | 59 Rainier | 73 Toledo |
| 4 Bridgeport | 18 Eatonville | 32 Hatton | 46 Mossyrock | 60 Raymond | 74 Twisp |
| 5 Brier | 19 Ellensburg | 33 Hunts Point | 47 Naches | 61 RiverCom | 75 Vader |
| 6 Bucoda | 20 Fairfield | 34 Ilwaco | 48 North Bend | 62 Rockford | 76 Wapato |
| 7 Carbonado | 21 Farmington | 35 Index | 49 Northport | 63 Rosalia | 77 Waverly |
| 8 Carnation | 22 Ferndale | 36 Kalama | 50 Oakesdale | 64 Roslyn | 78 Wenatchee |
| 9 Castle Rock | 23 Forks | 37 Kettle Falls | 51 Odessa | 65 Roy | 79 West Richland |
| 10 Cathlamet | 24 Friday Harbor | 38 La Center | 52 Orting | 66 Ruston | 80 Wilson Creek |
| 11 Conconully | 25 Garfield | 39 Lamont | 53 Pe Ell | 67 Sequim | 81 Winlock |
| 12 Concrete | 26 Gig Harbor | 40 Langley | 54 Pomeroy | 68 Si View | 82 Winthrop |
| 13 Coulee City | 27 Gold Bar | 41 Latah | 55 Port Orchard | 69 Skykomish | 83 Yacolt |
| 14 Cusick | 28 Granger | 42 Malden | 56 Poulsbo | 70 South Prairie | 84 Yelm |

AWC RMSA Member's Loss Control Programs and Services

- ▶ On-Site Mayor and Council Training
 - "Roles and Responsibilities"
 - "Conducting Public Meetings"
- ▶ On-Site Land Commission / Planners Training
 - "Land Use Decision Making" presentation
- ▶ Land-Use Litigation Reduction Program
- ▶ Land-Use Hotline
 - Free access to RMSA land-use attorney on any questions relating to moratoriums , zoning, permitting, etc
- ▶ Regional Personnel Training
 - "Managing Employees and Maximizing Performance"
 - "Practical Solutions to Complex Employee Issues"
 - "Respect and Professionalism in the Workplace"
- ▶ Personnel Hotline
 - Free access to RMSA attorney on any matter relating to personnel issues
- ▶ Police Department Accreditation Assistance
- ▶ WASPC Assessment Center for assistance in hiring new police Chief
- ▶ Video Loan Library
 - Up-to-date training videos for staff, supervisors, and elected officials
- ▶ Contract Review
- ▶ Managing Your Risk Newsletter
- ▶ Annual Grant Programs
- ▶ Scholarships for registration to many AWC events
- ▶ Annual, on-site Loss Control Visits



Risk Management Service Agency
1076 Franklin St SE
Olympia, WA 98501
(800) 562-8981 (360) 753-4137
www.awcnet.org



Subject: Agreement for Incarceration of city prisoners in the Kitsap County Jail

Proposed Council Action: Approve the attached Agreement

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *[Signature]*

For Agenda of: November 24, 2008

Exhibits: Report attached

Initial & Date

Concurred by Mayor:

CLH 11/13/08

Approved by City Administrator:

PK 11/13/08

Approved as to form by City Atty:

AM 11/12/08

Approved by Finance Director:

DF 11/12/08

Approved by Department Head:

[Signature] 11/12/08

| Expenditure | Amount | Appropriation |
|---------------------------------|-------------------|---------------|
| Required: up to \$60,000 (2009) | Budgeted \$60,000 | Required none |

Our current agreement with Kitsap County allowing the city of Gig Harbor to incarcerate prisoners in their correctional facility is due to expire on December 31, 2008. The new 2009 agreement attached to this agenda bill is an exact copy of the current 2008 agreement other than a rate increase. The daily rate will increase to \$80.00 in 2009 (2008 daily rate was \$58.00). This increase is due to increasing personnel costs and in-house medical/mental health costs. The \$80.00 daily fee is consistent with what the Pierce County jail will be charging in 2009.

Even though most of our prisoners are taken to the Pierce County jail, it is sometimes necessary to utilize the Kitsap County Jail.



OFFICE OF
Steve Boyer

Consent Agenda - 3

KITSAP COUNTY SHERIFF

614 DIVISION ST. MS-37 • PORT ORCHARD, WASHINGTON 98366 • (360) 337-7107 • FAX (360) 337-5780

October 31, 2008

City of Gig Harbor
Chief Michael L. Davis
3510 Grandview Street
Gig Harbor, WA 98335

Dear Chief Davis:

Enclosed are three (3) contracts between the Kitsap County Sheriff's Office Jail and the City of Gig Harbor. Please sign and return all three (3) to me in the enclosed envelope. After the Kitsap County Board of Commissioners has approved and signed them, one copy of will be returned to you with original signatures.

If you have any questions, feel free to call me at 360-307-4207 or e-mail cthurmon@co.kitsap.wa.us.

Sincerely,

Ned Newlin
Chief,
Corrections Division

By
Cindy Thurmon
Administrative Specialist

4 Enclosures

**KITSAP COUNTY/CITY OF GIG HARBOR
AGREEMENT FOR INCARCERATION OF CITY PRISONERS**

THIS AGREEMENT is made and entered into by and between **KITSAP COUNTY** (the County), a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366, and the **City of Gig Harbor** (the Contract Agency), having its principal offices at 3510 Grandview Street, Gig Harbor, WA 98335..

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more prisoners lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping prisoners received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services located at the Kitsap County Sheriff's Office, Corrections Division, 614 Division Street, Port Orchard, Washington 98366.

2. DETENTION/INCARCERATION

The County shall incarcerate persons received from Contract Agency until the following occur:

- (a) expiration of the term of confinement as indicated in a Warrant or Order of Commitment; or
- (b) upon posting of bail; or
- (c) receipt of a directive from a law enforcement officer or prosecuting attorney of the Contract Agency to release such person held under probable cause without judicial process; or

- (d) for those held upon probable cause without judicial process upon the passage of two (2) business days; provided, prior to releasing any person pursuant to this subsection, the County shall attempt to contact the Contract Agency to ascertain the Contract Agency's desire with regard to said person; provided that the Contract Agency shall hold the County harmless as set forth in Section 17 for any claim or action resulting from the detention of an individual wrongly detained at the direction of the Contract Agency.

3. CONTRACT REPRESENTATIVES:

All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Kitsap County Sheriff's Office
Ned Newlin
Chief of Corrections
614 Division Street, MS-33
Port Orchard, WA 98366
Phone: 360-337-7107
Fax: 360-337-5780

Contract Agency: City of Gig Harbor
Chief Michael L. Davis
3510 Grandview Street
Gig Harbor, WA 98335
Phone: 253-851-2236
Fax: 253-851-2399

4. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain prisoners set forth in Sections 8 and 9 herein, the County will accept and keep prisoners at the request of the Contact Agency, unless the County, in its sole discretion, determines that the jail population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County's jail might be reached or exceeded if the County does not begin to refuse or request removal of prisoners.

5. COMPENSATION FROM CONTRACT AGENCY:

(a) Base Rate for Housing. In return for the County's housing of a prisoner of the Contract Agency, the Contract Agency shall pay the County eighty (\$80) dollars in calendar year 2009 for every 24-hour period, or portion thereof greater than twelve (12) hours, that said prisoner is in the custody of the County commencing upon the adoption and signatures of the Contract Agency and the County. Such time period shall be measured from the time said prisoner is transferred to the custody of the County and housed to the time when the Contract Agency resumes custody or the prisoner is released under competent authority. For purposes of this section, the Contract Agency prisoners are defined as all pre-conviction and post conviction misdemeanants.

(b) Determination of Case Status. The Prosecuting Attorney shall have the sole authority to determine which felony cases submitted by the Contract Agency shall be charged as felonies and which as gross misdemeanors/misdemeanors. The Contract Agency shall not be responsible for the base rate for housing on any cases charged as a felony by the Prosecutor. Nothing in this contract prevents the County from

seeking reimbursement for felony medical costs prior to sentencing conviction as provided in RCW 70.48.130. If the Prosecutor makes the determination that a case is a gross misdemeanor/misdemeanor, such cases shall be referred to the Contract Agency for filing in the appropriate court of limited jurisdiction. Any case originally charged by the Prosecutor as a felony and later plea-bargained or adjudicated to a gross misdemeanor/misdemeanor, shall not require compensation by the Contract Agency for the base rate of housing.

(c) Base Rate for Booking and Release. In return for the County providing a service to book and release a prisoner of the Contract Agency in order to have the arrest documented on the criminal history of the prisoner, the Contract Agency shall pay the County fifty (\$50) dollars in calendar years 2009. As long as the prisoner is not in the facility over 12 hours, this rate will be used.

(d) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, including but not limited to any medical costs required by Section 6.

(e) Billing. The County will bill the Contract Agency on the 15th day of each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month. Such fees shall be due and payable by the Contract Agency to the County within 30 days after receipt of an itemized invoice.

6. MEDICAL COSTS AND TREATMENT:

a) Services Provided. Upon transfer of custody of a prisoner to the County, the County will provide or arrange for such medical, psychiatric and dental services as may be necessary to safeguard the prisoner's health while confined, in accordance with the provisions of Chapter 289-20 WAC, as now in effect or hereinafter amended, and the policies and rules of the County jail.

(b) Cost Responsibility. The Contract Agency shall be responsible for the cost of all medication prescribed for its prisoners as provided herein. For purposes of medical costs and treatment, the Contract Agency prisoners are defined as all pre-conviction and post conviction misdemeanants and all pre-conviction felons. The Contract Agency shall also be responsible for all costs associated with the delivery of medical, psychiatric and dental services provided to a prisoner that are not available from the health care program within the County jail and for all emergency medical services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County. Upon a felony conviction of a pre-conviction felony prisoner of the Contract Agency, medical costs and treatment become that of the County, until transferred to the Department of Corrections, when applicable.

(c) Notice. Except in case of situations deemed an emergency by the County, the County shall notify the Contract Agency's contact person in writing, by mail or facsimile, prior to transfer of a Contract Agency's prisoner to a medical, dental or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric or dental services.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency prisoner has received or refused any medical, psychiatric or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such prisoner.

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured prisoner by picking the prisoner up for transfer at the County jail; provided, in situations the County deems that a prisoner requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the prisoner.

(f) Records. The County shall keep records of all medical, psychiatric or dental services it provides to a prisoner as required by law.

(g) No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this agreement. Nothing contained within the

provisions of this agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the department of social and health services, or from the prisoner, or any other responsible third-party.

7. TRANSPORTATION OF CONTRACT PRISONERS:

(a) Contract Agency shall provide or arrange for transportation of its prisoners to and from the Kitsap County Jail except when the transportation is determined by County staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the Jail.

(b) Transport with Costs. For any additional transports by the County required by court order or made at the Contract Agency's request, the Contract Agency shall reimburse the County for transportation performed by County at the Standard Mileage Rates as set by the Internal Revenue Service and \$40.00 per hour for the cost of personnel.

(c) Contract Agency Transport. The Contract Agency shall provide at least 24 hours written notice to the County prior to transporting a prisoner from the County Jail. Except as limited by Section 7(a), the Contract Agency shall be responsible for retaking custody of a prisoner at the County jail and for transporting the prisoner.

8. TRANSFER OF CUSTODY:

(a) Commencement of Custody by County. Custody of a Contract Agency's prisoner to the County shall be deemed transferred when officers from the Kitsap County Sheriff's Office take physical control of the prisoner. The County will not take such control of a prisoner until the Contract Agency has delivered copies of all records in its possession pertaining to the prisoner's incarceration by the Contract Agency or its agent, including a copy or summary of the prisoner's medical records if held by the Contracting Agency or its agent. If the County requests additional information regarding a particular prisoner, then the parties shall mutually cooperate to obtain such information. Absent compliance with existing policies, the County shall not be required to take custody of or assume control of or responsibility for any property of the prisoner. The Contract Agency's officers, when transporting a prisoner to the jail shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the prisoner is properly packaged. The County will not take physical control and assume custody of a prisoner to be confined unless all paperwork and property of the prisoner are in order.

Upon presentation of an individual for confinement, or as soon thereafter as is practicable, the Contract Agency shall advise the staff of the Kitsap County Jail of the duration or other terms of confinement of a given individual. The Contract Agency shall provide a copy of any Warrant of Arrest or Order of Commitment.

The Contract Agency shall be solely responsible for determining that the individuals presented for detention are detainable and shall certify by the act of presenting an adult person for detention, that said person is legally detainable and County shall bear no responsibility to insure that said individuals are legally detainable. The Contract Agency shall hold the County harmless as set forth in Section 17 for any claim or action resulting from the detention of an individual wrongly presented by the Contract Agency for detention.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the County will not transfer custody of any prisoner confined pursuant to this Agreement to any agency other than to the Contract Agency without the written authorization from a court of competent jurisdiction.

(c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the prisoner; to supervise, discipline and control said prisoner; and to administer the prisoner's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 6 of this Agreement.

(d) Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed custody of a prisoner upon either the County's presentation of such prisoner to the Contracting Agency, or upon the Contract Agency's officers taking physical control of the prisoner.

9. RIGHT TO REFUSE/RETURN PRISONER:

(a) Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency prisoner who appears in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the prisoner to the satisfaction of the County.

10. REMOVAL FROM JAIL - OTHER GROUNDS: The Contract Agency's prisoners may be removed from the County jail for the following reason(s):

(a) Request by Contract Agency. Upon written request of the Contract Agency for transfer of custody back to the Contract Agency.

(b) Court Order. By order of a court having jurisdiction over a Contract Agency's prisoner. In such case, transport will be according to the terms expressed in the court order, or by the Contract Agency or the County pursuant to Section 7 above.

(c) Treatment Outside of Jail. For medical, psychiatric or dental treatment or care not available within the County jail.

(d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the prisoner(s) or personnel of the County. In such case, the County will inform the Contract Agency, at the earliest practicable time, of the whereabouts of the prisoner(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such prisoner(s).

11. TRANSFER OF PRISONERS UPON TERMINATION/EXPIRATION OF AGREEMENT:

(a) Termination by County. In the event of a notice of termination from the County in accordance with Section 21 below, it shall be the County's obligation to transport the Contract Agency's prisoners to the Contract Agency, at no expense to the Contract Agency.

(b) Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 21 below, it shall be the Contract Agency's obligation to transport the Contract Agency's prisoners at its own expense, on or before the effective date of such termination.

12. PRISONER RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. The Contract Agency agrees that its policies if any, for early release credits shall allow no more credit for its prisoners than is allowed by the County under its policies. The Contract Agency's prisoners confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all prisoners at the County jail. With respect to the Contract Agency's prisoners, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, pursuant to facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to prisoners confined pursuant to this Agreement as applied to other prisoners confined to the Jail.

(b) Prisoner Accounts. The County shall establish and maintain an account for each prisoner received from the Contract Agency and shall credit to such account all money received from a prisoner or from the Contract Agency on behalf of a prisoner. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the prisoner for personal needs.

(c) Programs. The County shall provide the Contract Agency's prisoners with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other prisoners at the jail.

(d) Serve Time Outside of Facility. The Contract Agency's prisoners, if deemed eligible, will be allowed to leave the jail for participation in correctional work crews, or any other program in which other prisoners sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

13. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its prisoners are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws.

(b) Access to Prisoners. Contract Agency personnel shall have the right to interview prisoners from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms.

14. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a Contract Agency's prisoner from the County jail, the Contract Agency will be notified in writing as soon as practical. The County will have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped prisoner from outside of the County.

(b) Deaths.

- (1) In the event of a death of a Contract Agency prisoner in the County jail, the Contract Agency shall be promptly notified in writing. Kitsap County Sheriff's Office will investigate the circumstances. The Contract Agency may join in the investigation and receive copies of all records and documents from the investigation.
- (2) The County shall, subject to the authority of the Kitsap County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall be responsible for all such expenses. This paragraph defines the obligations between the parties to this Agreement and shall not affect the liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

15. POSTING OF BAIL:

The County shall serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's prisoner with the County, and any such bonds or monies will be promptly forwarded to the proper agency.

16. RECORD KEEPING:

The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's prisoners consistent with the record keeping by the County for all other prisoners. The County shall make copies of said records available without cost to the Contract Agency upon its request.

17. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE:

(a) The Contract Agency agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense, including costs and attorneys fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from:

- (1) The Contract Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Contract Agency, its appointed and elected officials, employees and agents;
- (2) Wrongful detention of a Contract Agency prisoner as a result of the Contract Agency's actions;
- (3) Failure or refusal to timely release a Contract Agency prisoner as a result of the Contract Agency's actions.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) The County agrees to defend, indemnify and hold harmless the Contract Agency, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense including costs and attorneys fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting, thereof, arising from, or alleged to have arisen from:

- (1) The County's performance under this Agreement or as a consequence of or any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees and agents;
- (2) Wrongful detention of a Contract Agency prisoner as a result of the County's actions;
- (3) County's failure or refusal to timely release a Contract Agency prisoner.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(c) Insurance Requirement. The Contract Agency shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of prisoners, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy(ies) shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

(d) Certificate of Insurance. The Contract Agency agrees to provide the County with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance company or pool which is sufficient to address the insurance obligations set forth above.

18. NON-DISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

19. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Kitsap County Sheriff shall be responsible for administering the confinement of prisoners hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

20. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

21. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected prisoners, if any.

22. WAIVER OF ARBITRATION RIGHTS:

Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

23. DURATION:

This term of this Agreement shall be effective for one (1) year commencing on January 1, 2009 and ending on December 31, 2009, unless another date is substituted pursuant to Section 24 or the Agreement is terminated earlier pursuant to Section 21. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house prisoners with the County.

24. GOVERNING LAW/VENUE:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and to a prisoner's confinement under this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in Kitsap County Superior Court.

25. MISCELLANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

DATED this ____ day of _____, 2008.

DATED this ____ day of _____, 2008.

CITY OF GIG HARBOR

KITSAP COUNTY SHERIFF'S OFFICE

Chuck Hunter
Mayor

Ned Newlin
Chief of Corrections

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

STEPHEN BAUER, Chair

JOSH BROWN, Commissioner

JAN ANGEL, Commissioner

ATTEST:

Opal Robertson,
Clerk of the Board

Dated: _____



Subject: Career Management Institute Contract.

Proposed Council Action:

Authorize the Mayor to sign a contract with Career Management Institute for career counseling and outplacement services for employees who are being laid off or whose positions are being reduced.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: November 24, 2008

Exhibits: Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
CLH 11/19/08
RJK 11/19/08
VIA EMAIL SEE ATTACHED.
DR 11/20/08

Table with 4 columns: Expenditure up to Required \$9,000, Amount Budgeted \$48,000, Appropriation Required, \$0

INFORMATION / BACKGROUND

It is proposed that the City utilized the services of a career counselor, Career Management Institute (CMI), to assist the employees that are proposed to be laid off or whose hours are being reduced.

It is also proposed that the City provide this service in addition to the \$1,500 that the current Guild contract already provided laid off employees for retraining.

FISCAL CONSIDERATION

The cost will be up to \$1,500 per employee, depending on how much of CMI's services the employee takes advantage of.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign a contract with Career Management Institute for career counseling and outplacement services.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CAREER MANAGEMENT INSTITUTE**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Career Management Institute, a sole proprietorship organized under the laws of the State of Washington located and doing business at 8404 27th Street West, University Place, WA 98466 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in personnel services for employees being laid off 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 November 10, 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 Nine Thousand Dollars (\$9,000.00) 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 April 30, 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: Career Management Institute
ATTN: Ruthann ~~McCaferry~~ *McCaffree*
8404 27th Street West
University Place, WA 98466
(253) 565-8818

City of Gig Harbor
ATTN: Rob Karlinsey
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.

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

CONSULTANT

CITY OF GIG HARBOR

By: Ruthann McCaffrey
Its Principal

By: _____
Mayor

Notices to be sent to:
Career Management Institute ^{RAMC}
ATTN: Ruthann ~~McCaffrey~~ ^{McCaffrey}
8404 27th Street West
University Place, WA 98466
(253) 565-8818

City of Gig Harbor
ATTN: Rob Karlinsey
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 Pierce)

I certify that I know or have satisfactory evidence that Ruthann McCaffrey 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 owner of Career Management Institute to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Nov. 19, 2008

[Signature]

Philip A Nausio
(print or type name)

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

Pierce Co.

My Commission expires: 7/9/12



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: _____

CAREER MANAGEMENT INSTITUTE

Corporate Training • Career Consulting • Personal Counseling

OUTPLACEMENT SERVICES

Outplacement services at Career Management Institute are designed to help you effectively move through this career and life transition and find satisfying work. All sessions are focused on meeting your individual needs and wishes. You will receive individual, private attention and the format will be customized specifically for you.

Services Offered to You: (provided to each employee)

1. IMMEDIATE SUPPORT: recognition of your worth and support as you work your way through the initial parts of your transition.
2. CAREER TESTING: a battery of seven (7) interest, psychological, personality and values tests to assist with your personal and career decisions.
3. CAREER & LIFEPLANNING: a workbook format with a series of written exercises leading to a detailed personal and career plan. Headings are: Lifestory, Skill Identification, Identifying Values, Stress Management, Connecting With People, Creative Decision Making & Risk Assessment, Goal Setting and Achievement, Planning and Taking Action, Follow-up and Final Analysis. The exercises are designed to be complemented by the test results.
4. COUNSELING/COACHING: the support of experienced career counselor and coach, Ruthann Reim McCaffree, MA, NCC, LMHC, CPC to gather information, learn any needed skills and take appropriate action during this important life transition.
5. JOB SEARCH ASSISTANCE: assistance with resume preparation, interview practice, decision making and negotiation will be available.

First Meeting With Ruthann:

Date: _____

Meeting location: 8404 27th Street West University Place 98466 (253) 565-8818

Ruthann Reim McCaffree, M.A., N.C.C., L.M.H.C., C.P.C

E-Mail: careermi@nwrain.com • www.CareerMI.com

8404 27th Street West • University Place, Washington 98466 • (253) 565-8818

Exhibit B

Schedule of Rates

Consultant will charge \$85 per hour, up to \$1,500 per employee. No more than six employees will be served.

Consent Agenda - 4

Karlinsey, Rob

From: Karlinsey, Rob
Sent: Wednesday, November 19, 2008 10:26 PM
To: morris, carol
Subject: RE: Career Counseling Contract

Carol – because of the reductions in the number of people being laid off, I reduced the dollar amount on this career counseling contract from \$15,000 to \$9,000. Thanks,

--Rob

From: Carol Morris [mailto:carol_a_morris@msn.com]
Sent: Wednesday, November 12, 2008 9:44 AM
To: Karlinsey, Rob
Subject: RE: Career Counseling Contract

okay, so someone will fill that in and it is ready to go.

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Subject: RE: Career Counseling Contract
Date: Wed, 12 Nov 2008 09:32:14 -0800
From: karlinseyr@cityofgigharbor.net
To: carol_a_morris@msn.com

Thanks. CMI is a sole proprietorship.

From: Carol Morris [mailto:carol_a_morris@msn.com]
Sent: Monday, November 10, 2008 5:53 PM
To: Karlinsey, Rob
Subject: RE: Career Counseling Contract

looks good to me

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Consent Agenda - 4

Subject: Career Counseling Contract
Date: Mon, 10 Nov 2008 12:06:20 -0800
From: karlinseyr@cityofgigharbor.net
To: carol_a_morris@msn.com; carol@morris-taraday.com

Carol – Please review the attached contract and exhibits. I used the standard form that Maureen gave me, and I filled in the blanks. I'm still finding out what type of company CMI is. Thanks.

---Rob



Subject: Wastewater Treatment Plant
8' x 10' Specialized Service Body to Mount
on Pre-Purchased Cab and Chassis – Bid
Award

Proposed Council Action: Approve the
award and execution of the contract for
an 8' x 10' Specialized Service Body to
The Fab Shop for their quote (Quote #13950)
in the amount not to exceed \$34,836.47
(including Washington State Sales Tax).

Dept. Origin: Public Works
Prepared by: David Stubchaer, P.E.
Public Works Director
For Agenda of: November 24, 2008
Exhibits: Contract

Initial & Date

Concurred by Mayor: *CLH 11/18/08*
Approved by City Administrator: *PAK 11/19/08*
Approved as to form by City Atty: *OK by e-mail*
Approved by Finance Director: *DR 11/18/08*
Approved by Department Head: *DJ 11/18/08*

| | | |
|-----------------------|-----------------------|---------------|
| Expenditure | Amount | Appropriation |
| Required \$ 34,836.47 | Budgeted \$ 90,000.00 | Required 0 |

INFORMATION / BACKGROUND

A component of the Wastewater Treatment Plant Capital Outlay provides for the purchase of a Specialized Service Body to mount on the Pre-Purchased Cab and Chassis.

The function of this unit is for the mobile repair of the City's collection system and treatment plant repair requiring lifting, pumping and tools dedicated to the unit. A standard "off the shelf" service body generally does not meet the needs of this application. As many cities have found and through research staff has done, building a unit that fits our needs, rather than making something work, is far more efficient and economical in the long run. Life cycle cost's can be reduced by allowing alterations to be made in modular form rather than complete replacement. Units could be transferred to different chassis with minor modifications. Using materials that require less maintenance in the construction also add value.

The hydraulic/electric crane on the unit provides lifting capabilities for removing pumps at lift stations and the treatment plant, reducing the likelihood of injuries from lifting to staff moving oversized pieces of equipment or materials.

The service and repair is just a portion of the function of this unit. The vehicle also provides hydraulic power through an onboard system to operate compactors, jack hammer and pumps. The hydraulic pump is a major part of our emergency pump around program. If a lift station or manhole fails, the pump is used to bypass the failure and prevent environmental and property damage caused by such a failure.

In response to the request for proposals, the City received the following bids:

- The Fab Shop – \$34,836.47 (including sales tax)
- North End Truck – \$41,382.78 (including sales tax)
- Capital Industries – \$41,614.76 (including sales tax)

After review of the bidder's qualifications, experience and ability of the fabricator to provide the required equipment to the City in a timely manner, the low bidder, Fab Shop, was determined to be the most responsible bidder.

FISCAL CONSIDERATION

The 8' x 10' Specialized Service Body to Mount on Pre-Purchased Cab and Chassis was budgeted for in the Wastewater Treatment Plant Capital budget.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve the award and execution of the contract for an 8' x 10' Specialized Service Body to The Fab Shop for their quote (Quote #13950) in the amount not to exceed \$34,836.47 (including Washington State Sales Tax).

Reed, Terri

From: Nayer, Nancy
Sent: Tuesday, November 18, 2008 10:40 AM
To: Reed, Terri
Subject: FW: WWTP Specialized Service Body to Mount on Pre-Purchased Cab & Chassis

From: Carol Morris [mailto:carol_a_morris@msn.com]
Sent: Thursday, November 13, 2008 11:59 AM
To: Nayer, Nancy
Subject: RE: WWTP Specialized Service Body to Mount on Pre-Purchased Cab & Chassis

okay it is fine. thanks

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Subject: RE: WWTP Specialized Service Body to Mount on Pre-Purchased Cab & Chassis
Date: Thu, 13 Nov 2008 11:18:17 -0800
From: NayerN@cityofgig Harbor.net
To: carol_a_morris@msn.com

I only changed what you asked me to change on your email below.

From: Carol Morris [mailto:carol_a_morris@msn.com]
Sent: Thursday, November 13, 2008 10:58 AM
To: Nayer, Nancy
Subject: RE: WWTP Specialized Service Body to Mount on Pre-Purchased Cab & Chassis

Hi: Is it possible to tell me what the changes are so that I don't have to read all the documents again?
Thanks.

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Contract between the City of Gig Harbor and The Fab Shop, for 8' x 10' Specialized Service Body to Mount on Pre-Purchased WWTP Cab and Chassis

This Contract (hereinafter the "Contract") is made and entered into by and between The Fab Shop (hereinafter the Fabricator) a Limited Liability Company (LLC) organized under the laws of the State of Washington, with its principal place of business at 10315 16th Street East, Edgewood, Washington, and the City of Gig Harbor, a Washington State municipal corporation (hereinafter the "City").

RECITALS

WHEREAS, the City identified the requirements of a 8' x 10' Specialized Service Body to Mount on Pre-Purchased WWTP Cab and Chassis needed for use by public works staff used to service and maintain sewer collection system and lift stations ; and

WHEREAS, the Fabricator agrees to construct for and sell to the City said 8' x 10' Specialized Service Body in accordance with the specification, terms and conditions of this Contract.

NOW, THEREFORE, it is agreed by the Fabricator and the City as follows:

1. Scope of Work

Fabricator shall construct a 8' x 10' Specialized Service Body for the City that is in conformance with the attached specifications (a copy of which is attached as Addendum A and incorporated herein by this reference). These documents shall be collectively referred to throughout the Contract as the "Specifications."

2. Resolution of Conflicting Language

In the event that there are any inconsistencies or conflicts between the language of this Contract, the Specifications (Addendum A), and the Warranty, the language of the Contract shall prevail.

3. Compensation/Purchase Price for 8' x 10' Specialized Service Body.

a. Within thirty (30) calendar days of delivery to City and its acceptance of the 8' x 10' Specialized Service Body, the City shall compensate/pay the Fabricator a total of (Thirty-four thousand, eight hundred thirty-six dollars, and forty-seven cents) (\$34,836.47 including sales tax) for said 8' x 10' Specialized Service Body. This amount includes all applicable Washington State Sales Tax.

b. Prior to acceptance, the City shall inspect the 8' x 10' Specialized Service Body at or before the time of delivery to certify whether it has been constructed in full and satisfactory compliance with the Specifications. If such inspection reveals that the 8' x 10' Specialized Service Body does not meet such specifications and plans, then the Fabricator shall correct

Consent Agenda - 5

the deficiencies identified by the City within a reasonable period of time (which time shall be mutually agreed to by the parties) before it will be accepted and any payment is made by the City.

c. The City shall not be obligated to make any payment to the Fabricator until it accepts the 8' x 10 Specialized Service Body. Upon payment to the Fabricator by the City after delivery to and acceptance by the City, Fabricator shall execute and deliver to City: a bill of sale and all warranties, including the manufacturer's warranty.

4. Estimated Time for Completion and Delivery of the 8' x 10 Specialized Service Body.

a. The Fabricator shall construct the 8' x 10 Specialized Service Body in a timely and diligent manner according to the standard of skill and craftsmanship which is equal to or greater than the prevailing standards for construction of such Specialized Service Body.

b. The estimated completion and delivery date of the 8' x 10 Specialized Service Body shall be on or before 01/20/09. The place of delivery is Gig Harbor Wastewater Treatment Plant, 4212 Harborview Drive, Gig Harbor, WA 93335 (253-851-8999).

5. Term of Contract

The term of this Contract shall commence upon full execution hereof by the duly authorized representatives of the parties and shall terminate when Fabricator has completed construction of and delivered the 8' x 10 Specialized Service Body to the City, the City has accepted it, and the City has paid the Fabricator in accordance with Section 3 of this Contract; unless the Contract is sooner terminated by either party in accordance with Section 6.

6. Termination of Contract

The parties may terminate this Contract at any time by mutual agreement. Additionally, either party may terminate this Contract upon thirty (30) days written notice to the other party in the event that said other party is in material default and fails to cure such material default within that thirty (30) day period, or such longer period as provided by the non-defaulting party. If the City chooses to terminate this Contract for the Fabricator's default prior to delivery of the 8' x 10 Specialized Service Body, the City shall have no obligation to the Fabricator to pay for the 8' x 10 Specialized Service Body.

7. Status of Fabricator

The Fabricator and the City understand and expressly agree that Fabricator is an independent contractor in the performance of each and every part of this Contract. The Fabricator expressly represents, warrants and agrees that their status as an independent contractor in the performance of the work and services required under this Contract is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Fabricator, as an independent contractor, assumes the entire responsibility

for carrying out and completing the work/services required under this Contract. The Fabricator shall be responsible for ensuring that all employees, agents and subcontractors are licensed and authorized to operate the equipment necessary to perform this Contract, with all required fee's and permits paid and in good standing, in accordance with law. The Fabricator and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits.

8. Compliance with Law

The Fabricator agrees to perform all work and services required under this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

9. Non-Discrimination Provision

During the performance of this Contract, the Fabricator shall not discriminate on the basis of race, age, gender, color, sex, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services required under this Contract.

10. Fabricator's Risk Insurance

Fabricator agrees to keep the 8' x 10 Specialized Service Body covered by Fabricator's Risk Insurance obtained from reputable insurance sources throughout the period of its construction until it is delivered and accepted by City. The policy shall be in favor of Fabricator and the City. Evidence of such insurance shall be furnished to the City upon request. The City shall not be responsible for any loss, damage or claims relating to the 8' x 10 Specialized Service Body until it is delivered and accepted by the City.

11. Purchase Price includes Applicable Taxes

The purchase price of the 8' x 10 Specialized Service Body described in Section 3 of this Contract includes any and all applicable federal, state or local sales, use, excise, possession or importation taxes or charges that are or may be imposed on the materials, parts and labor contemplated herein. The Fabricator shall also be responsible for payment of its own federal income taxes, and state and local Business and Occupation taxes.

12. Title

Title to all materials, parts, equipment, and the 8' x 10 Specialized Service Body itself during construction and thereafter shall remain with Fabricator until the Specialized Service Body is delivered and accepted by the City and final payment made as specified in Section 3 of this Contract.

13. Liens

The Fabricator agrees to promptly pay all expenses for labor and materials from the purchase price paid by City, and shall indemnify, defend and hold harmless the City against all claims and liens attributable to labor and materials.

14. Timeliness of Delivery.

Time is of the essence in the performance of this contract. Should delivery not be completed on or before the time stipulated, it's is mutually agreed by and between the Fabricator and the City of Gig Harbor that: A delay would seriously affect the public and the operation of the Gig Harbor Public Works Department, that a reduction in the unit price of Fifty Dollars (\$50.00) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the purchase order is the nearest measure of damages for each delay that can be fixed at this time. Therefore, the City and the Fabricator hereby establish said reduction in the unit price of Fifty Dollars (\$50.00) per calendar day for each and every day of each unit as liquidated damages and not as a penalty or forfeiture of the breach of agreement to complete delivery by the Fabricator on or before the time specified in the purchase order.

15. Limited Warranty.

WARRANTY PROVISIONS

A. PARTS REPLACEMENT AND REPAIR:

The Fab Shop warrants its manufactured products to be free from defects in material or workmanship for a period of one year, after delivery to the original user. This warranty of our products under normal use and service is limited to replacement and repair, at the company's factory, of any parts which are returned to the factory freight prepaid, and after our examinations were found to be defective,

B. EXCLUSIONS:

1. This warranty is expressly limited to parts replacement and repair, and is not transferable. Any expressed warranty not herein provided, and any remedy for breach of contract is excluded and disclaimed. The implied warranties of merchantability and of fitness for any particular purpose are limited to one year from delivery to the original owner.

2. Any component or part manufactured by others will carry that manufacturer's warranty, and in no case will The Fab Shop be liable, either expressed or implied, for warranties in excess of those made by the original manufacturer.

3. Under no circumstances will The Fab Shop be liable to the purchaser, or any other person, for any incidental or consequential damages. The user assumes liability for all personal injury or property damage resulting from the handling, possession, or use of the product.

4. Repairs or modifications done by others, or parts from other sources outside the company's factory are not covered by this warranty.

5. No agent, employee, or representative of The Fab Shop has any authority to make any affirmation, representation, or warranty concerning The Fab Shop products, except as specifically state above.

WARRANTY PROCEDURE

- 1. Prior authorization by The Fab Shop must be obtained for all warranty work.
- 2. Contact The Fab Shop giving complete details of your request, the unit involved, including VIN, date purchased, who purchased from, and the nature of or reason for the claim.
- 3. A Warranty Request Number will be assigned, and is required, whenever any warranty is to be paid either in the form of cash, credit, replacement of parts, or service work.
- 4. The assignment of a Warranty Request Number does not guarantee warranty will be allowed. The number is to identify the request and part to be returned.
- 5. When parts are shipped no charge on a Warranty Request, you may be required to return defective part(s) for inspection by The Fab Shop. In this case, you will be invoiced for shipment of new components until the old unit is returned.

16. Indemnification and Hold Harmless.

a. The Fabricator agrees to indemnify, defend, and hold harmless the City, its officers, elected officials, employees and agents in respect to any claims, demands or lawsuits, including any legal fees and costs associated with the defense thereof, against City, its officers, elected officials, employees and agents by any party whatsoever at any time whatsoever and which in any way result from, arise out of or are connected with any wrongful acts or omissions on the part of the Fabricator, its employees, contractors or agents in the performance of the Contract.

b. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Fabricator under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Fabricator. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

c. Nothing contained in this section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

d. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

17. Assignment

This Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns; provided, the rights of the parties hereunder shall not be assigned without the prior consent of the parties.

18. No Conflict of Interest

The Fabricator covenants that neither it nor its employees have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. The Fabricator further covenants that it will

not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

19. Notices

All notices, demands or consents required or permitted under this Agreement shall be effective only if given in writing (i) by personal delivery, or by certified or registered US Mail, postage prepaid, return receipt requested, to the respective parties at the addresses set forth above; or (ii) by facsimile transmission to the party at the party's facsimile telephone number below or at such other address as such party shall specify to the other party in writing. Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been sent on the day it is delivered to that party by US Mail with Acknowledgement of Receipt or by any commercial courier providing equivalent acknowledgement of receipt.

20. Governing Law

This Contract, and all rights and obligations of the parties shall be governed and interpreted in accordance with Washington State law.

21. Entire Agreement

The parties acknowledge that this Contract expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this Contract and all Exhibits and Addenda attached hereto, which are incorporated herein. The parties further acknowledge that this Contract supersedes, terminates and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between the City and the Fabricator with respect to the matters expressly set forth in this Contract and all Exhibits and Addenda attached hereto.

22. Waiver

Except for a specific written waiver, no action or inaction taken by either party hereto shall constitute a waiver by such party of the compliance required by any representation, warranty or covenant contained herein, and the express waiver of any breach of any term hereof, shall not be considered as a waiver of a subsequent breach.

23. Location of Proceedings

In any suit, action or appeal therefrom to rescind, enforce or interpret this Contract or any term or provision hereof, the prevailing party shall be entitled to costs incurred both before and after judgment, including reasonable attorney's fees, and expert witness fees and costs. The parties agree that the venue for any such proceedings shall be in Pierce County, Washington.

24. Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

28. Severability.


It is further expressly agreed that in the event any phrase, sentence or section hereinabove contained or any portion herein is invalid or void, such invalidity or voidness shall in no way affect any other phrase, sentence or section herein contained.

IN WITNESS WHEREOF, the parties have executed this Contract by having their authorized representatives affix their signatures below.

Date: 11/14/08

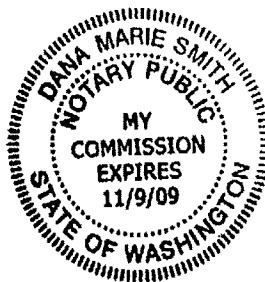
City: _____
City of Gig Harbor, WA

Mayor Charles Hunter
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-2236
(253) 851-2399 - FAX

Fabricator: : 

Eric Bakke, President
The Fab Shop
10315 16th Street East
Edgewood, WA 98372
(253) 568-9124
(253) 568-9173 - FAX

Dana Marie Smith
11.14.08



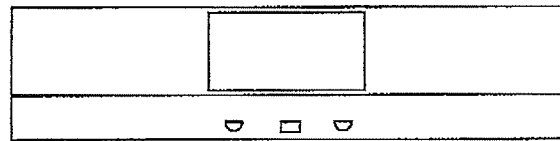
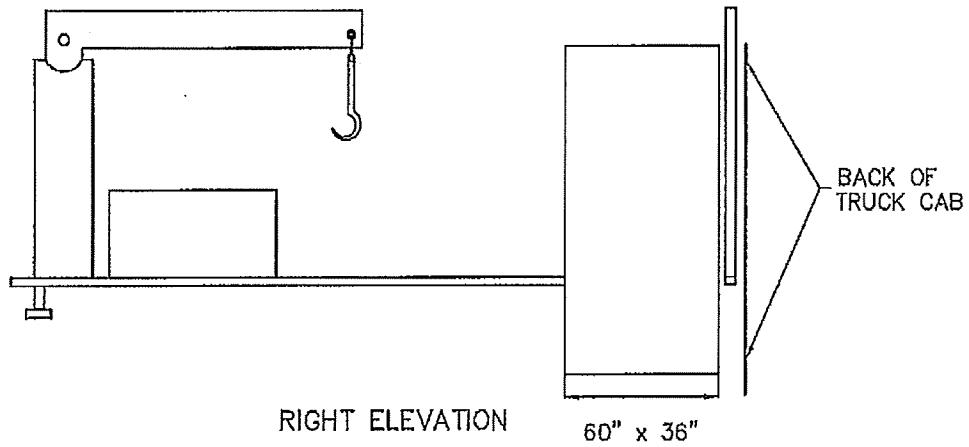
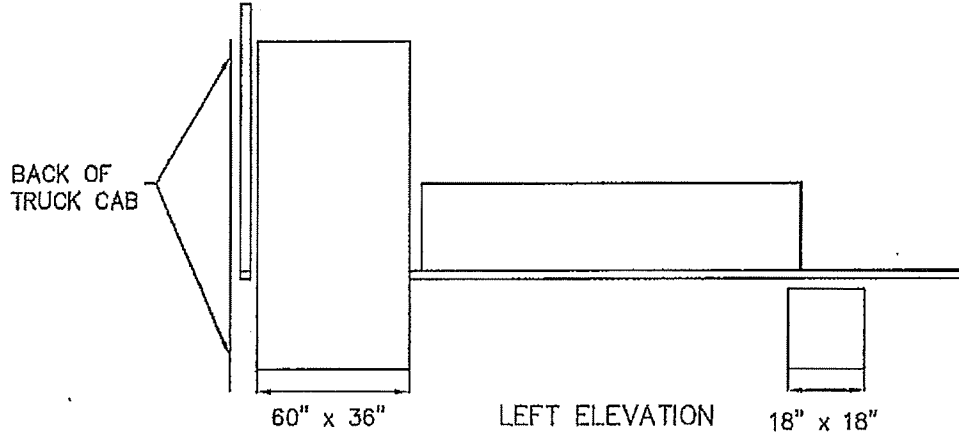
Addendum A

Specifications for WWTP 8' x 10' Specialized Service Body

- Headboard to be square tube with smooth and steel round bars, and to have minimum of 4" gap between cab and headboard for storage of up to 6 ea. hand tools.
- 3/16" smooth steel deck with 6 ea. flush mounted D-rings installed on top of deck.
- Rear tail board with 12" step and fold down rear compartment for roll up sign storage.
- Hitch package with 2" receiver tube, D-rings and 7-wire receptacle all built into the lower step portion of rear tail board.
- L.E.D. rear tail light package.
- 1 ea. R.K.1 3200-3ERX15 full power crane with a manual 2 stage drop leg built into right rear corner.
- Headboard to have 2 flood lights and 2 ea. 6" strobe installed and wired to switches in the cab.
- 1 ea. cone holder mounted on passenger side rear.*
- 1 ea. mount for qty. 4 sign bases to be mounted on top of bed.*
- Hydraulic tool circuit with PTO, tank, Chelsea direct mount 10 gpm pump and valve and controls installed with Flat Face Quick Disconnect Model FF 371-8FP and FF 371-8MP.
- Front mounted 2" receiver hitch with hydraulic couplers for tool attachment.
- 2 ea. 24" x 36" x 60" upright, left hand and right hand Protech boxes, installed.
- Driver's side 60" vertical box to have recessed mounts for oxy/act. hoses with quick disconnects and bottle brackets.
- Passenger side 60" vertical box to have a 30" tall by 16" wide A.G. body locking drawer tool box on the bottom with an above shelf to have 2 ea. 50' x 1/2" hydraulic hose reels.
- 1 ea. 18" x 18" x 36" Protech box mounted on passenger side by crane.
- 1 ea. 18" x 18" x 72" Protech box mounted on top of driver's side.
- 1 ea. 18" x 18" x 24" Protech box mounted under bed on driver's side, if applicable.
- Side boards constructed of 1/8 aluminum diamond plate with 3" aluminum channel stakes.
- Interior lights in all Protech boxes.
- Nerf bars.
- Rear mounted goal post rack that is removable with 2 ea. lumber ears on the headboard with sockets to store against headboard.

* Note: Exact location of these items to be determined upon acceptance of bid prior to fabrication.

Enclosed drawing is concept only (not to scale). Above listed equipment shall be fabricated and installed after a pre-fabrication meeting to finalize location of all equipment and appurtenances.



| | | | |
|--|------------|------------|------------------|
| CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS | | | |
| WWTP SERVICE TRUCK | | | |
| APPROVED BY CITY ENGINEER | | DATE | |
| REF | DWN ADL | CKD --- | DATE 10/03/08 |
| | | | FILE --- |

REV. NO:



Subject: Purchase Authorization for Streetlights.

Proposed Council Action: Authorize purchase of streetlights for installation along 50th Street Ct. NW for Gig Harbor Retirement Residences from TriArc Electric Supply for their price quotation of \$10,444.80, including tax.

Dept. Origin: Public Works - Operations

Prepared by: David Stubchaer, P.E.
Public Works Director

For Agenda of: November 24, 2008

Exhibits: Price Quotation

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 11/18/08, POK 11/19/08, Okay by e-mail, CR 11/18/08, DJ 11/18/08

Table with 5 columns: Expenditure Required, 2009 Budget, Amount Budgeted, 2009 Budget, Appropriation Required. Values: \$10,444.80, \$10,444.80, \$0.

INFORMATION / BACKGROUND

The installation of (3) three architectural streetlights for installation along 50th Street Ct. NW was required by the City for the Gig Harbor Retirement Residence development in 2006. The City agreed to have the developer pay the City \$7,950 to provide the streetlights and install them as part of the construction of the 50th Street Ct. NW project which is currently under construction with the KLM Veterans Memorial Park development project.

Price quotations for (3) three streetlights (delivered) were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The following bids were received:

- TriArc Electric Supply \$10,444.80 (including sales tax)
Tacoma Electric Supply Inc. \$11,271.15 (including sales tax)
Wesco Distribution Inc. \$12,243.92 (including sales tax)

FISCAL CONSIDERATION

The amount of \$7,950 was set aside in a developers contribution revenue account in 2006 for the purchase of three architectural streetlights for installation along 50th Street Ct. NW. Due to the rising cost of materials over the past two years, the lowest bid amount is \$10,444.80. The total will come out of the 2009 Budgeted Streetlight account, since expected delivery of these

streetlights will not be until January 30, 2009. The net cost to the 2009 Streetlight account will be \$2,494.80 (\$10,444.80 less \$7,950 paid by the developer).

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize purchase of streetlights for installation along 50th Street Ct. NW for Gig Harbor Retirement Residences from TriArc Electric Supply for their price quotation of \$10,444.80, including tax.

Reed, Terri

From: Nayer, Nancy
Sent: Tuesday, November 18, 2008 10:40 AM
To: Reed, Terri
Subject: FW: Street Light Contract

From: Carol Morris [mailto:carol_a_morris@msn.com]
Sent: Monday, November 03, 2008 3:12 PM
To: Nayer, Nancy
Subject: RE: Street Light Contract

yes

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Subject: RE: Street Light Contract
Date: Mon, 3 Nov 2008 15:02:47 -0800
From: NayerN@cityofgigharbor.net
To: carol_a_morris@msn.com

Carol, the warranty is the same on the Streetlights.

Can I go ahead with the Street Light Agreement as well as the Surplus Equipment for the Nov. 10 Council agenda?

Nancy

From: Carol Morris [mailto:carol_a_morris@msn.com]
Sent: Wednesday, October 29, 2008 2:43 PM
To: Nayer, Nancy
Subject: RE: Street Light Contract

okay

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Exhibit A

Project Quotation



13028 Interurban Ave. S. - Suite 108
Tukwila, WA 98168-4660
Ph. (206) 431-1234 Fax (206) 431-7806

Quote #: 8072D-9133

Job Name: GIG HARBOR 3 PEDESTRIAN POLES

Bid Date: 10/17/2008

Page 1

Quoted To

GIG HARBOR - CITY OF
3510 GRANDVIEW ST.

GIG HARBOR WA 98335
Phone: 253-851-6170 Fax: 253-853-7597

Quoted By: WILLIE BAXTER

Addn #:

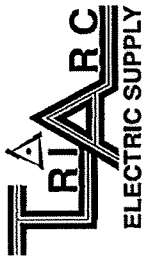
Rev. #:

Rev. Date:

Terms: Stems, chain hangers, canopies, plaster frames or ceiling spacers are not included unless specifically mentioned. Standard finishes and/or stem lengths apply unless otherwise indicated. Prices are firm for 30 days from quote. Void if deviated. Prices are F.O.B. shippoint, freight allowed to jobsite noted, unloading by others.

17-Oct-08 10:04:23 AM

All items on this quotation are subject to the terms listed on page 1.



Project Quotation

13028 Interurban Ave. S. - Suite 108
 Tukwila, WA 98168-4660
 Ph. (206) 431-1234 Fax (206) 431-7806

Quote #: 8072D-9133

Bid Date: 10/17/2008

Page 2

Job Name: GIG HARBOR 3 PEDESTRIAN POLES

Quoted To GIG HARBOR - CITY OF

Quoted By: WILLIE BAXTER

| Item Type | Qty | Manufacturer | c/o | Catalog # | Volts | Mtg # | Lamp Catalog # | Price | Extension | Notes |
|-----------------|-----|--------------|--|-----------|-------|-------|----------------|----------|-----------------|-------|
| 1 | 3 | LUMEC | (1) DNMS0-175PSMH-SG3-240V-MM1A-GN6TX-LMS3379 | | 240V | MHO | 0 | 3,200.00 | 9,600.00 | |
| 2 | 3 | LUMEC | (1) AM8U-15-BAS22-GN6TX-LMS3379 | | | | 0 | 0.00 | 0.00 | |
| 6 | 1 | LUMEC | (1) STANDARD GROUND FREIGHT INCLUDED BY MANUFACTURER | | | | 0 | 0.00 | 0.00 | |
| 7 | 1 | LUMEC | (1) ERW QUOTE #G08012GH | | | | 0 | 0.00 | 0.00 | |
| Subtotal | | | | | | | | | 9,600.00 | |

17-Oct-08 10:04:31 AM

All items on this quotation are subject to the terms listed on page 1.



Project Quotation

13028 Interurban Ave. S. - Suite 108
 Tukwila, WA 98168-4660
 Ph. (206) 431-1234 Fax (206) 431-7806

Quote #: 8072D-9133

Job Name: GIG HARBOR 3 PEDESTRIAN POLES

Bid Date: 10/17/2008

Quoted To GIG HARBOR - CITY OF

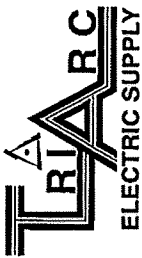
Quoted By: WILLIE BAXTER

Page 3

| Item Type | Qty | Manufacturer | c/o | Catalog # | Volts | Mfg # | Lamp Catalog # | Price | Extension | Notes |
|-----------|-----|--------------|-----|----------------------------|-------|-------|----------------|--------|-----------|-------|
| 8 | 1 | TRIARC | (1) | WA STATE SALES TAX AT 8.8% | | | | 844.80 | 844.80 | |
| Subtotal | | | | | | | | | 844.80 | |

17-Oct-08 10:04:39 AM

All items on this quotation are subject to the terms listed on page 1.



Project Quotation

13028 Interurban Ave. S. - Suite 108
 Tukwila, WA 98168-4660
 Ph. (206) 431-1234 Fax (206) 431-7806

Quote #: 8072D-9133

Job Name: GIG HARBOR 3 PEDESTRIAN POLES

Bid Date: 10/17/2008

Quoted To GIG HARBOR - CITY OF

Quoted By: WILLIE BAXTER

Page 4

| Item Type | Qty | Manufacturer | c/o | Catalog # | Volts | Mtg # | Lamp Catalog # | Price | Extension | Notes |
|-----------|-----|--------------|-----|-----------|-------|-------|----------------|-------|-----------|-------|
|-----------|-----|--------------|-----|-----------|-------|-------|----------------|-------|-----------|-------|

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| 9 | 1 | | | | | | | 0.00 | 0.00 | |
| | | | | | | | | | | |

Subtotal 0.00

Project Total 10,444.80

17-Oct-08 10:04:46 AM

All items on this quotation are subject to the terms listed on page 1.

**AGREEMENT FOR PURCHASING MATERIALS
BETWEEN CITY OF GIG HARBOR
AND TRIARC ELECTRIC SUPPLY**

THIS AGREEMENT, is made this 10th day of November, 2008, by and between the City of Gig Harbor (hereinafter the "City"), and TriArc, an Electric Supply corporation, located and doing business at 13028 Interurban Ave., S. – Suite 108, Tukwila, WA 98168-4660 (hereinafter "Vendor").

WHEREAS, the City desires to purchase decorative streetlights from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Vendor and award of this contract, the City has utilized the procedures in RCW 39.04.190, 35A.40.210(2) and 35.23.352 and Resolution No. 593;

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

I. Description of Materials, Supplies, Tools or other items.

The Vendor shall sell, provide purchase of architectural streetlights (LUMEC) to be installed along 50th Street Ct. NW, and/or deliver all materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference,

II. Payment.

A. The City shall pay the Vendor the total sum of Ten Thousand Four Hundred Forty-Four dollars and Eight Cents (\$10,444.80), including sales tax, for the streetlights described in Section 1 and Exhibit A herein. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

B. After delivery of the materials, supplies, tools or other items, the City shall inspect the same, and if acceptable, shall pay the Vendor the full amount of the invoice corresponding to this Agreement. If the materials, supplies, tools or other items are not acceptable to the City for any reason or are delivered in a damaged or unusable condition, the City shall not be obligated to accept delivery or to make any payment.

III. Deadline for Delivery.

The City and the Vendor agree that the streetlights described in Exhibit A will be delivered to The City of Gig Harbor, Public Works Facility, 5118 89th St. NW, Gig Harbor, WA by the Vendor on or before January 30, 2009.

IV. Termination.

Either party shall have the ability to terminate this Agreement no later than 30 days prior to the delivery date, as long as written notice of termination is faxed or e-mailed to the other party at the addresses set forth in this Agreement.

V. Insurance.

The Vendor shall procure and maintain until delivery AND acceptance of the materials, supplies, tools or equipment by the City insurance to cover any damage to the same prior to delivery to the City at the location specified by the City. The Vendor shall assume all liability relating to such damage or loss until acceptance by the City.

VI. Warranty.

LUMEC PRODUCT AND SURFACE FINISH WARRANTY

LUMEC warrants to its Customer only that its products shall be free from defects in material and workmanship (excluding ballasts and photoelectric controls, see below) for a period of one (1) year from the date of shipment. Subject to the "Surface Finish Warranty Limitations" below, LUMEC warrants the visible painted surfaces of its products, as finally assembled at site, shall remain free from discoloration, loss of gloss retention, corrosion and lack of adhesion, for a period of five (5) years from date of shipment. In order for a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given within the warranty period to LUMEC in writing. If LUMEC determines that the warranty claim is valid and that a defect exists, Lumec, at its sole option, will either refund the purchase price originally paid for the subject product or will repair or replace the defective part or product at LUMEC's cost, such repair to occur either onsite or, at LUMEC's option, at its factory (should a factory repair be required, product to be removed at Customer's cost and returned to Lumec freight prepaid). The remedy chosen at LUMEC's option shall be Customer's sole and exclusive remedy under this warranty. In no event will Lumec be responsible or liable for any labor costs at site for the removal or replacement of defective products or materials, except for that portion of the cost to repair at site, which Lumec alone determines to undertake hereunder at site (if any). In no event will Lumec ever be liable to Customer or to any other party for any expenses, losses or damages beyond the original cost of the subject product. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LUMEC DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LUMEC SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND LUMEC'S LIABILITY, BEING LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH, NOT TO EXCEED THE ORIGINAL PRICE PAID FOR THE SUBJECT**

LUMEC PRODUCT. BALLASTS AND PHOTOELECTRIC CONTROLS MAY BE COVERED BY SEPARATE WARRANTY FROM THE MANUFACTURER OF SUCH PRODUCTS, BUT LUMEC SELLS THESE ITEMS CONTAINED WITHIN ITS PRODUCTS "AS IS." LUMEC ACCEPTS NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. If Customer has a potential ballast or photoelectric control problem, please consult the Lumec web site for information on how to assert a claim against the manufacturer of the subject ballast(s) or photoelectric control(s).

SURFACE FINISH WARRANTY LIMITATIONS. Whether the surface finish of a product is defective within the warranty period with respect to "discoloration," "gloss retention" or "corrosion and lack of adhesion" shall be determined as follows:

Discoloration

Discoloration in excess of 5 ΔE units (CIE 1976 CIELAB) as measured using procedure ASTM D 2244, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Gloss retention

A minimum of 30 % gloss retention as measured using procedure ASTM D 523, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Corrosion and lack of adhesion

Corrosion and lack of adhesion in excess of Rust Grade 5, as measured using procedure ASTM D 610, latest revision, based on the complete product assembly. For the purpose of this warranty, this procedure applies to both aluminium and steel.

Not covered by this warranty:

Surface finish on replacement parts not supplied by Lumec.

Damages caused by improper use, negligence, accident, foreign material attached to the equipment and damages resulting from poor installation.

Corrosion, flaking or discoloration caused by environmental drops and / or acts of God such as hail, storm, acid rain, tree sap, water immersion or airborne materials.

Any **metallic color surface finish** is covered by a one-year warranty only unless a LUMEC clear coating has been specified, in which event the five (5) year warranty shall apply.

VII. Entire Agreement

The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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.

VIII. 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 Vendor.

IX. Assignment

Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

X. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Vendor: TriArc Electric Supply
Attn: Willie Baxter
13028 Interurban Ave. S.
Suite 108
Tukwila, WA 98168-4660
(206) 431-1234
(206) 431-7806 (fax)

City of Gig Harbor:
Attn: David Stubchaer, P.E.
Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335

XI. 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.

XII. Resolution of Disputes

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 Administrator, and the City Administrator shall determine the term or provisions' true intent or meaning.

If any dispute arises between the City and the Vendor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Vendor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the 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 prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

TRIARC ELECTRIC SUPPLY

THE CITY OF GIG HARBOR

By: *Angelin Holloway*
Its *President*

By: _____
Its Mayor

Notices should be sent to:

City of Gig Harbor
Attn: David Stubchaer, P.E.
Public Works Director
3510 Grandview Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

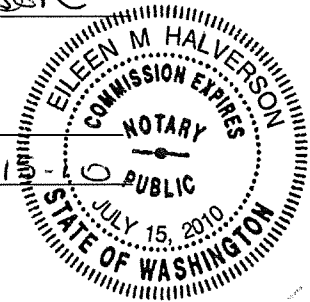
DATED: 11.07.08

Eileen M. Halverson

Notary Public in and for the
State of Washington,

Residing at _____

My appointment expires: 7-10-10





Subject: Public Hearing on Development Agreement for COMP 08-0001 and adoption of Ordinance for 2008 Amendments to the Comprehensive Plan.

Proposed Council Action: Hold a public Hearing on the Development Agreement and Adopt ordinance

Dept. Origin: Planning Department

Prepared by: Tom Dolan *TD*
Planning Director

For Agenda of: November 24, 2008

Exhibits: Development Agreement, Draft Ordinance, Memo to the City Council

Initial & Date

Concurred by Mayor: *SLH 11/20/08*
Approved by City Administrator: *PAK 11/20/08*
Approved as to form by City Atty: _____
Approved by Finance Director: *N/A*
Approved by Department Head: *TD 11/20/08*

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

On October 13, 2008 the City Council conducted a public hearing and had first reading of ordinance on the 2008 Amendments to the Comprehensive Plan. A second reading of ordinance to consider the proposed amendments was conducted on October 27, 2008. A second public hearing and third reading of ordinance was held on November 10, 2008. The public hearing was to consider a revision to one of the proposed amendments (COMP 08-0001). The applicants for COMP 08-0001, MP8 LLC and Pioneer & Stinson LLC, propose to limit future development of the property through the use of a development agreement and the City Attorney advised that the City Council must conduct a public hearing on the agreement before it can be approved.

At their November 10, 2008 meeting, the City Council voted to approve eight proposed Comprehensive Plan Amendments. The Council elected to table the decision on amendment COMP 08-0001 until after the public hearing on the proposed development agreement. After the Council conducts a public hearing on the development agreement, a decision on this last amendment can be made and the ordinance which finalizes the amendments can be adopted. Staff will prepare findings to insert into the ordinance and will bring the findings back to the Council for adoption at the December 8, 2008 meeting. Should the City Council decide to deny COMP 08-0001, the City Attorney has advised that the Council should adopt a resolution at the December 8, 2008 meeting that identifies the specific reasons that the amendment was denied.

Following is a summary of all 9 proposed amendments:

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

The proposed Comprehensive Plan amendment, requested by Harbor Reach Estates LLC, would amend text and maps related to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan. **(Approved by the City Council on 11/10/08)**

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

The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 4.27 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation. **(Final decision was postponed until 11/24/08)**

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

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would update, revise and add to the list and descriptions for current and planned parks, recreation and open space projects. The amendment will allow the City to update its park impact fees. **(Approved by the City Council on 11/10/08)**

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

The proposed Comprehensive Plan amendment, requested by Michael Averill of Lighthouse Square LLC, would change the land use designation for one parcel of property (approximately 1/2 acre) located at 3720 Harborview Drive, currently occupied by Lighthouse Marine and Speedy Auto Glass, from a Residential Low (RL) designation to a Residential Medium (RM) designation. **(Approved by the City Council on 11/10/08)**

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

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

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

(Approved by the City Council on 11/10/08)

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

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend sewer basin boundaries to reflect actual conditions for Sewer Basins C1, C5 and C8 contained in the Gig Harbor Wastewater Comprehensive Plan. **(Approved by the City Council on 11/10/08)**

7. Application COMP 08-0006: Utilities Element Update

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would add a goal to the Utilities Element to allow for the potential creation and utilization of reclaimed (Class A) water at the City's Wastewater Treatment Plant. **(Approved by the City Council on 11/10/08)**

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

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Capital Facilities Plan to update the stormwater, wastewater, water system, parks, recreations and open space, and transportation improvement projects included in the six-year and twenty-year improvement project lists. The City currently has a consultant under contract to assist with the development of the City's Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models. The models will then be used to test and finalize the six-year and long range transportation improvement project list included in the Capital Facilities Plan. **(Approved by the City Council on 11/10/08)**

9. Application COMP 08-0008: Transportation Element Update

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Transportation Element, correcting inconsistencies and incorporating new information resulting from work in progress to identify key transportation capacity improvement projects using updated growth and traffic modeling information. As discussed above, the staff will update this amendment, as appropriate, based on the information garnered from the Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models which are currently being developed. **(Approved by the City Council on 11/10/08)**

POLICY ANALYSIS

The process for Comprehensive Plan amendment (Chapter 19.09) states that the City Council shall consider the Planning Commission's recommendations and after considering the criteria found in GHMC 19.09.170 and 19.09.130 make written findings regarding each application's consistency or inconsistency with the criteria. Those amendments which are consistent with the criteria should be approved.

The development proposed by MP8 LLC and Pioneer & Stinson LLC for COMP 08-0001 will require a number of land use permits and approvals. The developer has been informed of the additional approvals necessary and those approvals are described in the attached memo.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on July 23, 2008 per WAC 197-11-340(2). The appeal period for the DNS expired on September 28, 2008.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

Having reviewed the proposed 2008 Comprehensive Plan amendments the City of Gig Harbor Planning Commission recommended the City Council **APPROVE** 8 proposed Comprehensive Plan amendments and **DENY** one proposed Comprehensive Plan amendment (COMP 08-0001 – 3700 Grandview Street). It should be noted that the Planning Commission did not have the opportunity to review the revised proposal for this amendment.

RECOMMENDATION / MOTION

Hold a public hearing and make a final decision on the 2008 Comprehensive Plan Amendments.

Move to: Approve all proposed 2008 Comprehensive Plan Amendments and adopt Ordinance 1147 and direct staff to prepare findings as discussed by the City Council. COMP 08-0001 is approved subject to the provisions of the Development Agreement submitted by the applicant.

Alternatively;

Move to: Approve COMP 07-0005, COMP 08-0002, COMP 08-0003, COMP 08-0004, COMP 08-0005, COMP 08-0006, COMP 08-0007 & COMP 08-0008 and adopt Ordinance 1147. COMP 08-0001 is denied. Staff is directed to prepare findings as discussed by the City Council. The staff is further directed to prepare a resolution for Council adoption that specifically identifies the Council's intent in denying COMP 08-0001.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE LAND USE PLAN FOR THE 2008 ANNUAL CYCLE: AMENDING TEXT AND MAPS RELATED TO SEWER BASIN C14 (COMP 07-0005); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR 4.27 ACRES OF PROPERTY LOCATED AT 3700 GRANDVIEW STREET FROM RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM) (COMP 08-0001); AMENDING THE PARKS, RECREATION AND OPEN SPACE PLAN TO ADD THREE ADDITIONAL PROPERTIES FOR AQUISITION (COMP 08-0002); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR .5 ACRES OF PROPERTY LOCATED AT 3720 HARBORVIEW DRIVE STREET FROM RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM) (COMP 08-0003); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR 3 AREAS OF THE CITY TO ELIMINATE EXISTING INCONSISTENCIES BETWEEN THE ADOPTED ZONING OF THE PROPERTIES AND THE COMPREHENSIVE PLAN LAND USE MAP (COMP 08-0004); AMENDING THE WASTEWATER COMPREHENSIVE PLAN ELEMENT TO REVISE SEWER BASIN BOUNDARIES FOR SEWER BASINS C1, C5 AND C8 (COMP 08-0005); AMENDING THE UTILITIES ELEMENT OF THE COMPREHENSIVE PLAN TO ADD A GOAL THAT WOULD ALLOW FOR THE POTENTIAL CREATION AND UTILIZATION OR RECLAIMED WATER (CLASS A) AT THE CITY WASTEWATER TREATMENT PLANT (COMP 08-0006); AMENDMENT OF THE CAPITAL FACILITIES ELEMENT TO UPDATE THE SIX-YEAR AND TWENTY-YEAR IMPROVEMENT PROJECT LISTS, (COMP 08-0007); AMENDING THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN TO CORRECT INCONSISTENCIES AND INCORPORATE NEW INFORMATION RESULTING FROM WORK IN PROGRESS (COMP 08-0008).

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the City adopted a revised GMA Comprehensive Plan as required by RCW 36.70A.130 (4) in December 2004; and

WHEREAS, the City is required to consider suggested changes to the Comprehensive Plan (RCW 36.70A.470); and

WHEREAS, the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and the adoption of any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, on April 28, 2008, the City Council evaluated the comprehensive plan amendment applications submitted for the 2008 annual cycle, and held a public hearing on such applications; and

WHEREAS, on May 12, 2008, the City Council forwarded nine comprehensive plan amendment applications to the Planning Commission for further processing in the 2008 Comprehensive Plan annual cycle; and

WHEREAS, on July 18, 2008, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for comprehensive plan amendment applications, pursuant to WAC 197-11-340(2) which was not appealed; and

WHEREAS, the Planning Director notified the Washington State Office of Community Development of the City's intent to amend the Comprehensive Plan and forwarded a copy of the proposed amendments on July 23, 2008 pursuant to RCW 36.70A.106; and

WHEREAS, the Planning Commission held work study sessions on to discuss the applications on July 17, 2008, August 7, 2008, August 21, 2008, September 4, 2008 and September 18, 2008; and

WHEREAS, the Planning Commission held a public hearings on comprehensive plan amendments on August 7, 2008 and September 4, 2008; and

WHEREAS, on September 18, 2008 the Planning Commission voted to recommend approval of 8 proposed amendments (COMP 07 – 0005, COMP 08-0002, COMP 08-0003, COMP 08-0004, COMP 08-0005, COMP 08-0006, COMP 08-0007, COMP 08-0008) and recommend denial of one proposed amendment (COMP 08-0001) as documented in the Planning Commission's written recommendation signed by Planning Commission Vice-Chair, Harris Atkins, dated October 2, 2008; and

WHEREAS, the Gig Harbor City Council held a public hearing and first reading of an Ordinance implementing the recommendations of the Planning Commission amending the Comprehensive Plan on October 13, 2008; and

WHEREAS, the Gig Harbor City Council held a second public hearing and second reading of an Ordinance implementing the recommendations of the Planning Commission amending the Comprehensive Plan on _____; Now, Therefore,

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

Section 1. Comprehensive Plan Text Amendments.

A. **Notice.** The City Clerk confirmed that public notice of the public hearings held by the City Council on the following applications was provided.

B. **Hearing Procedure.** The City Council's consideration of the comprehensive plan text amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

C. **Testimony.** The following persons testified on the applications at the October 13, 2008 public hearing:

[To be inserted after public hearing]

D. **Criteria for Approval.** The process for Comprehensive Plan amendments (Chapter 19.09) states that the City Council shall consider the Planning Commission's recommendations and after considering the criteria found in GHMC 19.09.170 and 19.09.130 make written findings regarding each application's consistency or inconsistency with the criteria. The criteria found in GHMC 19.09.170 and 19.09.130 is as follows:

19.09.170 Criteria for approval.

A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;

B. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services;

C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;

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

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

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

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

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

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

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.

19.09.130 Considerations for decision to initiate processing.

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and

B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments.

E. Applications.

1. COMP 07-0005, Wastewater Element.

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

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

2. COMP 08-0001, Comprehensive Plan Land Use Map Amendment.

Summary: The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 4.27 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

3. COMP 08-0002, Parks, Recreation and Open Space Amendment.

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

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

4. COMP 08-0003, Comprehensive Plan Land Use Map Amendment.

Summary: The proposed Comprehensive Plan amendment, requested by Michael Averill of Lighthouse Square LLC, would change the land use designation for one parcel of property (approximately ½ acre) located at 3720 Harborview Drive, currently occupied by Lighthouse Marine and Speedy Auto Glass, from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

5. COMP 08-0004, Comprehensive Plan Land Use Map Amendment.

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

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

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

6. COMP 08-0005, Wastewater Element.

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

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

7. COMP 08-0006, Utilities Element.

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

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

8. COMP 08-0007, Capital Facilities Element.

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Capital Facilities Plan to update the stormwater, wastewater, water system, parks, recreations and open space, and transportation improvement projects included in the six-year and twenty-year improvement project lists. The City currently has a consultant under contract to assist with the development of the City's Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models. The models will then be used to test and finalize the six-year and long range transportation improvement project list included in the Capital Facilities Plan. This work is currently in progress and is scheduled to be completed in draft form by May 23rd with a final report due June 16th. This will allow staff the time to incorporate changes into the proposed amendments sent to the Planning Commission.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

9. COMP 08-0008, Transportation Element.

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

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

Section 2. Transmittal to State. The City Community Development Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State Office of Community Development within ten days of adoption, pursuant to RCW 36.70A.106.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ____ day of ____, 2008.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

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

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

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the “City,” MP8, a limited liability corporation organized under the laws of the State of Washington, located at 363 7th Lane, Fox Island, WA and Pioneer & Stinson a limited liability corporation organized under the laws of the State of Washington, located at 3312 Rosedale Street, Gig Harbor, WA, hereinafter referred to collectively as the “Developer.”

RECITALS

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

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

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

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

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

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

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

a) By Ordinance No. ___, the City approved the Developer's application to change the designation for the southern two acres to Residential Medium;

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

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* The Project is the development and use of the Property, consisting of 4.27 acres in the City of Gig Harbor. The Comprehensive Plan Amendment amends the land use designation of the Property from Residential-Low to Residential-Medium for the uphill 2 acre portion of the Property, as shown in Exhibit B, attached hereto and incorporated herein by this reference. The lower 2.27 acres is not affected by the Comprehensive Plan Amendment, and will remain designated Residential-Low, zoned R-1. For the upper 2 acres, the Developer plans to submit applications for the construction of two mixed use buildings containing residential units over office or personal/professional service space or level 1 restaurant space, if a rezone to RB-2 is granted in the future. A portion of the on-site parking requirements for the uphill 2 acres will be located in below-average-grade parking structures underneath each of the two buildings, with the size being limited to the size of the first floor of the building above.

The aspects of the Project that are not included in the comprehensive plan amendment submitted by the developer have not been reviewed under SEPA, nor have any project permit applications for the Project been submitted by the developer. Inclusion of the detail regarding future development of the Project does not bind the City in any way to a decision to approve or conditionally approve any aspect of the Project described herein. Execution of the Development Agreement shall not extend any vested rights to any project permit application that has yet to be submitted to the City.

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

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

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

b) "Below-Average-Grade" parking means to have as much of the parking as practical sub-terrainian given the existing topography; and to limit the amount of garage wall façade that is exposed. ~~Where existing grades makes it impractical to eliminate façade exposure, the exposed façade will have architectural treatments added pursuant to Design Review Board approval.~~

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

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

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

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

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

g) "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

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

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

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

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

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

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

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

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

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

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

Section 8. *Vested Rights of Developer.* During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented to by the Developer. However, the Developer acknowledges that this Agreement only describes the conditions imposed on the Developer’s comprehensive plan amendment for the Property. This Agreement does not provide any vested right or approval of any rezone or project permit application for the Property, whether or not such rezone or application is described in or contemplated by this Agreement.

Section 9. Development Standards.

A. Within 2 years of the effective date of this Comprehensive Plan Amendment, the Developer shall submit application to the City for rezone of the Property, consistent with this Comprehensive Plan Amendment. . Along with the rezone application, the Developer will also submit project permit applications for development of the property to the City. These Project permit applications shall be consistent with the City’s code in effect at that time, and also include:

1. If a subsequent rezone from RB-1 to RB-2 is approved by the City as to the upper two acres of the Property, shown in Exhibit B as Area 1, the Developer shall limit the use and development of the Property to two mixed use buildings with residential units over office or personal/professional service space or level 1 restaurant space, as allowed by the RB-2 zone. Parking for the buildings will be provided to the greatest extent possible underneath each building in below average grade structures located underneath each building. By execution of this Agreement, the City does not agree to approve any subsequent permit applications showing development of Area 1 with these uses. The parties acknowledge that the review and processing of any development applications must follow the City's permit processing procedures, and that nothing in this Agreement shall alter these procedures (as they exist or may exist in the future). By execution of this Agreement, the City only agrees that during the five year term of the Agreement, the Developer may apply for a rezone to RB-2 and if that rezone is approved, the Developer shall be allowed to develop Area 1 with mixed uses, to include residential over office or personal/professional service space or level 1 restaurant space as currently allowed by the RB-2 zone provided all other necessary permits are also approved. Developer agrees that it shall not develop Area 1 with any other uses.

2. As to the lower acreage of the Property, shown in Exhibit B as Area 2, the Developer shall limit use and development of the property to a single family subdivision. By execution of this Agreement, the City does not agree to approve any subsequent permit applications showing development of Area 2 with these uses. The parties acknowledge that the review and processing of any development applications must follow the City's permit processing procedures, and that nothing in this Agreement shall alter these procedures (as they exist or may exist in the future). Developer agrees that it shall not develop Area 2 with any other uses.

3. A 25' wide vegetative screen, consisting of dense evergreen plantings that create an opaque hedge with a mature height of 16' will be planted adjacent to the northern property line of the 4.27 acre project site. This buffer will be planted prior to occupancy of the first new building within the 4.27 acre project site. This buffer will extend from Pioneer Way to Stinson Avenue.

4. An appropriate zone transition buffer, as approved by the DRB pursuant to 17.99.200 GHMC will be planted adjacent to and south of the northerly line of the southerly two acre portion of the project

site. This buffer will be planted prior to occupancy of the first new building within the 4.27 acre project site. This buffer will extend from Pioneer Way to Stinson Avenue.

6. Significant Tree preservation will exceed the minimum requirement by at least 50% under current code. Current code requires that 20% of the existing trees be retained ~~and~~ but this Project will retain at least 30% of existing trees across the 4.27 acre site. Both Area 1 and Area 2 will preserve 30% of the significant trees within each Area. Wherever possible, additional trees will be preserved as well, with emphasis on preserving healthy “clumps” or “stands”, and within the areas adjacent to Pioneer Way, Stinson Avenue and Grandview Street beyond the required minimum building setbacks.

7. The westerly mixed use building closest to Stinson Avenue will contain no more than 12,000 square feet of office/non-residential space on the first floor with an equal amount of square footage dedicated to parking below-average-grade. The second floor will contain no more than 85% of the square footage of the first floor, and this space will be dedicated to residential uses only. The intent of the square footage floor-to-floor reduction is to have the residential façade modulated from the floor below.

8. The easterly mixed use building closest to Pioneer Way will contain no more than 15,000 square feet of office/non-residential space on the first floor with an equal amount of square footage dedicated to parking below-average-grade. The second floor will contain no more than 85% of the square footage of the first floor, and this space will be dedicated to residential uses only. The intent of the square footage floor-to-floor reduction is to have the residential façade modulated from the floor below.

9. At the time this Resolution was adopted, the Project site is within the Height Restriction Area which limits overall building height on the uphill and downhill portions of the buildings. The Developer will be requesting to have Area 1 removed from the Height Restriction Area under a subsequent application. If approved, the Developer will not request approval for any building height in excess of 30’.

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

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

Section 12. Design Review. In order to ensure maximum public involvement throughout the entitlement process, the Developer agrees to bring the project to the Design Review Board (DRB) for pre-application review for all items associated with design of the project, and will request that public notice be provided for the meeting. It is the Developer's intent to conform to as many of the Specific Requirements of the Design Manual (17.99 GHMC) as possible, but they will bring the project to the DRB prior to the Hearing Examiner hearing to solicit a DRB recommendation and public input on any of the project's design elements that do not meet the Specific Requirements, including but not limited to Zone Transition.

Section 13. Existing Land Use Fees and Impact Fees.

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

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

Section 14. Default.

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

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce

the City's Codes, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Development Agreement and the Code.

Section 15. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

Section 16. Termination. This Agreement shall expire and/or terminate as provided below:

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

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

C. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

Section 17. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 18. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements,

conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 19. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 20. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 21. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

Section 22. Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 23. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto

may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 24. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by the City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 25. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 26. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 27. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 28. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

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

OWNER/DEVELOPER:

CITY OF GIG HARBOR

By _____
Its _____

By _____
Its Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

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 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:_____

PROPERTY DESCRIPTION

COMMENCING FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EASTERLY 30 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO A POINT ON THE EAST LINE OF STINSON ROAD, ALSO KNOWN AS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE TO A POINT ON THE NORTHWESTERLY LINE OF PIONEER WAY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF PIONEER WAY TO THE SOUTH LINE OF BUTLER DRIVE; THENCE NORTHWESTERLY TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTHWESTERLY 242.72 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, AND 25.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, TO A POINT THAT IS 200 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, 150 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE WESTERLY ON SAID NORTH LINE OF SAID SUBDIVISION TO THE EAST LINE OF SAID STINSON ROAD; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE TRUE POINT OF BEGINNING, CONTAINING APPROXIMATELY 4.3 ACRES, ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: TOM DOLAN, PLANNING DIRECTOR 
SUBJECT: COMP 08-0001
DATE: November 19, 2008

The application for an amendment to the Comprehensive Plan submitted by MP8 LLC and Pioneer & Stinson LLC is the last Comp Plan amendment in the 2008 cycle that the City Council must make a decision on. A similar request by the applicants was denied by the City Council in 2007. The amendment that was originally submitted this year was to change 4.27 acres of land from a Residential Low designation to a Residential Medium designation. The original intent was to rezone the northerly 2.27 acres R-2 and develop a duplex plat on that portion of the site. The southerly 2 acres was to be rezoned RB-2 and developed with one or more buildings containing a mix of office, retail commercial and residential uses.

The Planning Commission discussed the amendment at several meetings and conducted a public hearing on the amendment. There was substantial public opposition to the proposal at the public hearing. The Planning Commission unanimously voted to recommend denial of the amendment affecting the northerly (duplex) property. The Commission voted (3-2) to deny the amendment for the southerly (mixed use) property as well.

When the application came to the City Council for first reading and public hearing, the applicants revised the overall proposal to eliminate the duplex portion of the development and replace it with a 7 lot single family plat. Additional specificity has also been provided for the proposed mixed use portion of the site. Since the original application was submitted in February of 2008, there have been several revised conceptual site plans and several draft development agreements submitted by the applicants. Many of the revisions have been made to address concerns expressed by City staff, neighbors, the Planning Commission and City Council. It should be noted that the Planning Commission did not make their recommendations based upon the current proposal.

Approval of amendments to the Comprehensive Plan is a legislative matter. The City of Gig Harbor has developed criteria found in GHMC 19.09.170 that guide the City Council in making decisions on amendments to the Comprehensive Plan. I have attached the criteria found in 19.09.170 to this memo.

Should the City Council approve COMP 08-001, several additional approvals will be required before the site can be developed as proposed by the applicants. First, the Area 1 would need to be rezoned from it's current RB-1 designation to RB-2. The criteria for rezoning are as follows:

17.100.035 General criteria for zoning district map amendment.

Applications for amendments to the zoning district map (which include, but are not limited to, site specific rezones) may only be approved if all of the following criteria are satisfied:

A. The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;

B. The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;

C. No substantial detrimental effect will be caused by the granting of the application for the amendment; and

D. The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map.

Should the comp plan amendment be approved, criteria D would be fully met.

I am concerned that the potential uses identified in earlier versions of the Development Agreement have been much too broad and the use statements are somewhat conflicting. In recent versions of the Development Agreement the applicants have discussed a mixed use development consisting of offices on the first floor and residential condos on the second floor. The recent Development Agreements have indicated that "other non-residential uses as currently allowed by the RB-2 zone" would be permitted. Uses such as nursing homes, churches, or hotels are allowed outright or conditionally in the RB-2 zone. The broad range of uses proposed by the earlier versions of the Development Agreement have not been fully evaluated. In the most current version the applicants have limited the use of Area 1 as follows:

"Developer shall limit the use and development of the Property to two mixed use buildings with residential units over office or personal/professional service space or level 1 restaurant space, as allowed by the RB-2 zone."

In "Area 2" the applicants are now proposing a single family subdivision. The applicants have revised this portion of the overall site (since the last Council meeting) to reduce the buffer along the northerly property line from 40 feet to 25 feet. A 25 foot buffer is consistent with City requirements. However, in discussions with staff, the applicants have indicated that it may not be possible to have the required 25 foot buffer for Area 2 along the south, east and west property lines. The applicants have indicated that if the full 25 foot buffer cannot be achieved on the south, east and west property lines, they would apply for an alternative landscaping plan approval. It should be noted that an alternative landscape plan may or may not be approved. Because of the somewhat shallow depth of Area 2, it may be difficult to meet the 4 units/acre density requirement of the R-1 zone.

The applicants had proposed a 40 foot zone transition buffer along the north property line of Area 1. However, in that the site is located within a height restriction area, the width of the zone transition buffer is determined by the Design Review Board. The dimensions of the buffer that will be required by the DRB are uncertain at this time. In addition, there will be a zone transition buffer required on the east property line also.

Should the City Council decide to require a larger setback from Grandview to preserve existing trees, the buildable area of the site may be affected because of the (to date) undetermined depth of the zone transition buffers on the north and east property lines.

Significant tree preservation has been a major issue associated with this comp plan amendment from the beginning. The applicants originally proposed to preserve 30% of the significant trees on the entire 4.27 acre site. I was concerned that looking at tree preservation on the whole site could result in the majority of trees being retained on the northerly (residential) portion of the site. The applicants have now proposed to retain 30% of the trees in Area 1 and 30% of the trees in Area 2.

Bulk and scale of the proposed mixed use buildings has been an issue. The buildings will appear as 2 stories when viewed from Grandview and 3 stories when viewed from the north. The westerly mixed use building will contain approximately 34,000 square feet of area (including the below grade parking area). The easterly mixed use building will contain approximately 43,000 square feet of area (including the below grade parking area). Currently the maximum building height allowed for the mixed use buildings is 27 feet (on the downhill side). The applicants have indicated that the developer will propose removing the property from the height restriction area. If successful, the applicants have indicated that they will not request approval for any building height in excess of 30 feet. The existing RB-1 zoning of the property limits building size to a maximum of 5,000 square feet per building. With the exception of the Civic Center Building, the structures proposed by the applicants will be substantially larger in square footage and in height than the other existing buildings within the area. I would note that the property south of Grandview is zoned B-2 which would allow redevelopment of those properties with structures of a similar size.

The applicants have indicated that the project will be taken to the Design Review Board for both a pre-application review (with notice to surrounding property owners) and for any design alternatives that may be required (a zone transition alternative will be required). The applicants have indicated that they will attempt to meet as many of the specific design requirements of the code as possible.

19.09.170 Criteria for approval.

Every applicant for a comprehensive plan amendment must demonstrate how each of the following criteria for approval has been satisfied in their application materials. The city council, in addition to the consideration of the conditions set forth in GHMC 19.09.130, shall make written findings regarding each application's consistency or inconsistency with each of the following criteria:

A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;

B. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services;

C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;

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

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

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

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

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

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

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility

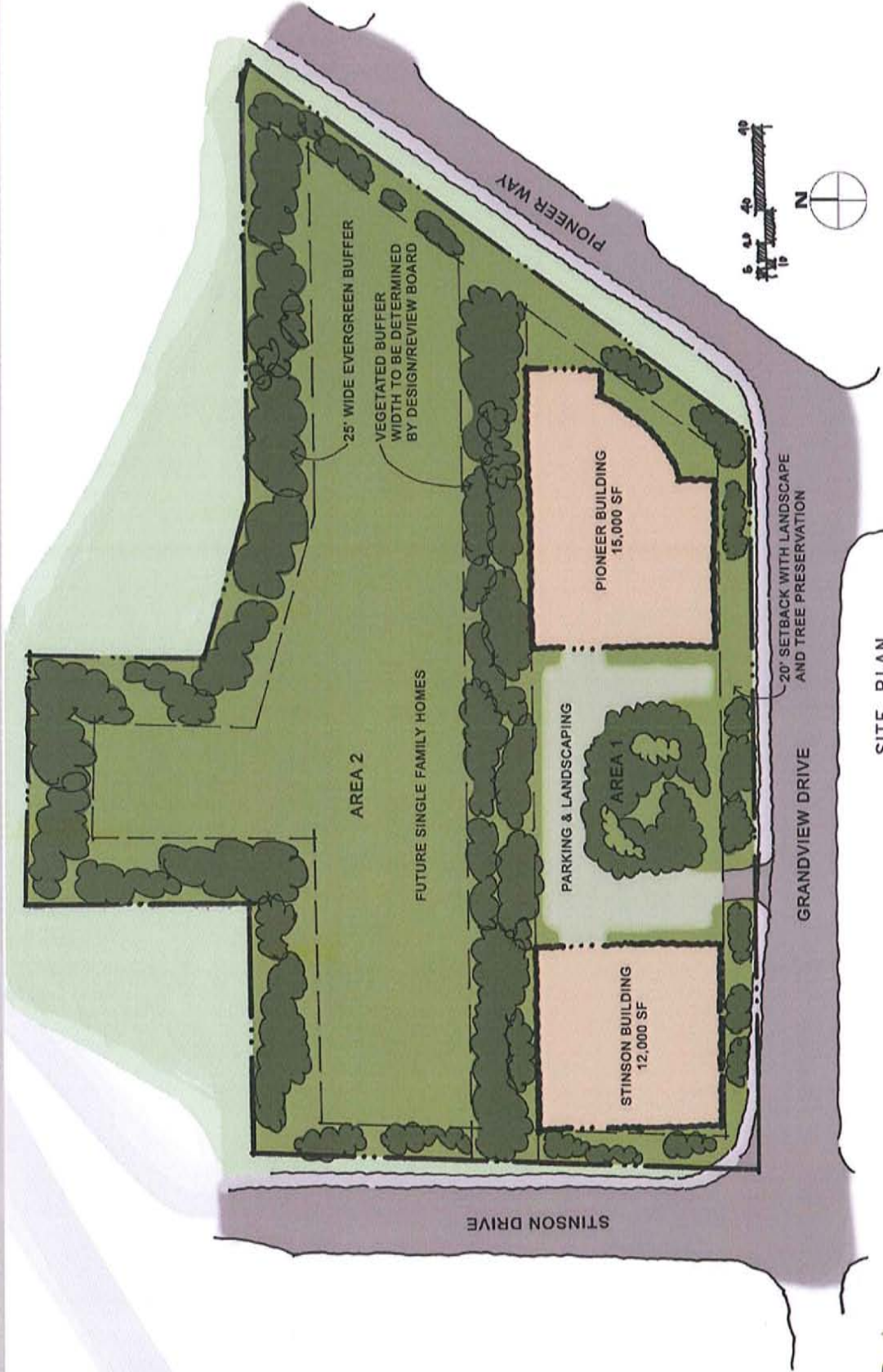
with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.

ANCICH PROPERTY



SITE PLAN

BCRA

20 NOVEMBER 2008

Ancich Property Development

Concerning the development of the Ancich property at Grandview/Pioneer:

So many visit and live in Gig Harbor for the small town, village experience. Just walk through downtown on a Sunday afternoon and watch the faces. We chose to live here and be part of this community because we liked the difference it offered us from a big sprawling town we could find anywhere. How sad to think we could be met at the entrance of our town by a huge business development with "Space Available" advertised in the front windows. Too many commercial properties sit vacant in Gig Harbor already. Do we need more, at the expense of trees, neighborhoods, increased traffic and noise? The line was drawn at Grandview Street for business development. Now are we willing to change that? How many more times will we concede to developers until there is more concrete than trees, wildlife, and open space for families.

Please maintain our welcoming gateway to our Harbor and stop the overbuild now!

Cindy Storrar
253-858-1050

A handwritten signature in cursive script, appearing to read "Cindy Storrar", with a long horizontal flourish extending to the right.

Re: Ancich Property Project:

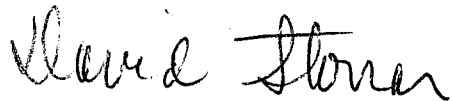
November 23, 2008

The nature of any developer is to envision a project on a particular piece of property that will be profitable. Maximizing profit is the bottom line. The catch happens when the developer's vision for a project and the municipality's zoning restrictions collide. This type of conflict is the setting for the Ancich property project proposal. The developer proposes to build office structures much larger and taller than current code allows.

This proposed project sits at the gateway to downtown Gig Harbor and abuts Harbor Heights subdivision. Is this the first image we want to see when we enter the city? Harbor Heights residents would like to maintain the character as a neighborhood without large business encroaching.

The developer for the project has stated his project will enhance the surrounding area more than if he were obligated to build to the current zoning code. He has "threatened" to build a project to code, if the city does not rezone, and said no one will like the results. The reality in the current economic climate is that there is plenty of unleased office space and houses for sale now and for the foreseeable future and the developer will in fact have to create an attract project just to make his profit. The city should not be held hostage to any developer. Finally, the city is not in the business of ensuring that developers make a profit on their projects. Please do not approve the rezone.

David Storrar
7305 Pioneer Way
858-1050

A handwritten signature in cursive script that reads "David Storrar".

To: Gig Harbor City Council Members

Guy Hoppen
8402 Goodman Dr.
Gig Harbor

11/24/08

I would like to comment on the proposed re-zone at Grandview and Pioneer.

Several years ago this room was filled beyond capacity by concerned citizens who let the city council know, in no un-certain terms, that building size and scale needs to be controlled in the Gig Harbor view basin. Dozens gave testimony; the message to city council was resounding and clear - that outsize buildings like those proposed at Grandview and Pioneer should not be allowed in the view basin.

Half a century ago my father was a Gig Harbor city council member, and years after his service, I recall him saying that a council concern even then, was protecting the hills on down to the water from outsize development.

This 60,000-plus square foot building proposal is not about trees or buffers or a development agreement or a need for office space or lack there-of. What it is about; is whether or not huge out of scale buildings belong in Gig Harbor from the hills on down to the waterfront. If you can see it from the waterfront, it's in the view basin. And it is certain these buildings will dominate the skyline between Pioneer and Stinson.

By allowing this re-zone council members will be telling those who accumulate a few pieces of adjoining property in the view basin that they are due special treatment and can expect a up-zone at the expense of historic neighborhoods. Tonight it's a Grandview property owner; tomorrow it will be a Shyleen, Butler, Lewis St. or even a Millville up-zone request.

If indeed council members believe that the existing zoning provides for development that can best be controlled by up-zoning, I would suggest that they consider a zoning change more in keeping with the existing single-family use of the property or possibly consider a cottage home development use which I know some of you are interested in promoting.

The City of Gig Harbor is fortunate to have the Up-Town, Olympic Village and the Borgen Blvd. areas for larger scale development and big buildings. That reality provides room for growth. Gig Harbor is even more fortunate to have the historic character of our downtown, waterfront and view basin neighborhoods largely intact. I believe this up-zoning proposal to be in conflict with the community's desire to maintain that character and I ask you to take this precedent setting up-zone off the table.

Sincerely



Guy Hoppen

November 24, 2008

Mark E. Hoppen
8133 Shirley Avenue
Gig Harbor, WA 98332

Dear Gig Harbor City Council members,

RE: COMP 08-0001

This request and comment is intended to support the Planning Commission's denial of COMP 08-0001 or to support an alternate procedure to reach a land use re-designation of the 4.27 acres of property located at 3700 Grandview Street, Gig Harbor, Washington. I request that the Council not take action on this proposed amendment tonight.

The problem here is that the re-designation appears to only be acceptable to the jurisdiction if it is tied to a development agreement. The proposed development agreement only provides short-term land use restriction of uses and landscaping requirements for a period of five years. After that time, the designation opens the property to the full-spectrum of uses in the potential zones available to the property. There are no guarantees at this point that the property will be developed in any specific manner. So, it must be assumed that the City Council, if authorizing the potential change from Low Density Residential to Medium Density Residential, would be accepting the possibility - perhaps even likelihood given the economy - that after five years the property might be developed or re-developed with RB-2 outright permitted uses, including multiple family, mini-storage and industrial level one uses.

This possibility, however remote, is unacceptable to me, and I suspect is also unacceptable to city residents that truly understand this proposed land use action. In the event this proposal is not denied, then I suggest a different course. I request that the City Council return this issue to the Planning Commission to establish both a new Comprehensive Plan Land Use designation and a new zone that reflect the limits on uses proposed for this property. By so directing the Planning Commission, subsequent City Council action can ensure that properties at the city's rim, which may be suitable for commercial mixed use development, can be successfully managed over the long term through zoning.

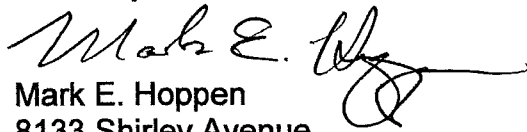
The proposed action is problematic in several respects: 1) it provides no zoning security from undesired RB-2 uses after five years; 2) it sets a precedent to increase intensity for any properties similarly situated in low density residential zones; 3) it proposes a dangling development agreement, a zoning document that is de-coupled from an attendant rezone; and 4) it fosters particularly intense use of low density designated residential property.

As a side note, whether the City Council is determined to deny this proposal or to authorize this proposal immediately or to return it to the Planning Commission, the intensity of the project should be reduced. At a minimum buffers along Pioneer and Soundview should be set at 40'. The height overlay should be continued on the property because such limitation tends to control commercial volume and to enable structures that would be similar in scale to existing adjacent residential and business structures along and within the rim of the city.

Similarly, by maintaining the established height overlay, transition design review standards would be left in play with respect to the north and east property lines. I would remind you that just the eastern most building proposed for the property is approximately 6000 square feet larger than all the square footage in this city Civic Center complex, with no attendant Jeffersonian lawn or massive evergreen buffers to soften it to the neighborhood.

What you do for one property owner now, you will do in the future for another. If you approve this action tonight, then, as an example, I predict this general scenario will re-emerge on any of the four corners at Rosedale and Stinson. I do not want a RB-2 zone with a multiple family or a mini-storage or an industrial level one use at Rosedale and Stinson. If you do not confirm the Planning Commission's denial of the amendment, then please send this issue back to the Planning Commission to establish a new comprehensive plan designation that is consistent with a new zone, and then approve both designation and rezone.

Sincerely,



Mark E. Hoppen
8133 Shirley Avenue



Subject: Second Reading of Ordinance/ Public Hearing - Allowing Cemeteries to Expand through Granting of a Conditional Use Permit.

Proposed Council Action: Conduct Second Reading of Ordinance and hold Public Hearing

Dept. Origin: Planning Department

Prepared by: Tom Dolan *TD*
Planning Director

For Agenda of: November 24, 2008

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor: *CLP 11/20/08*
Approved by City Administrator: *PK 11/20/08*
Approved as to form by City Atty: *okay by e-mail*
Approved by Finance Director: *N/A*
Approved by Department Head: *TD 11/20/08*

| | | | | | |
|----------------------|---|-----------------|---|------------------------|---|
| Expenditure Required | 0 | Amount Budgeted | 0 | Appropriation Required | 0 |
|----------------------|---|-----------------|---|------------------------|---|

INFORMATION / BACKGROUND

The City is in the final stages of approving the 96th Street Annexation. The Haven of Rest cemetery is located within the boundaries of the 96th Street Annexation. Recently, the City approved an ordinance that allows existing cemeteries within the City to be a legal nonconforming use. However, nonconforming uses are limited in their ability to expand. The Haven of Rest Cemetery has additional property on which it would like to expand. In addition, Haven of Rest has plans to construct additional buildings on their property.

The Haven of Rest Cemetery has requested that the City amend the zoning code to allow existing cemeteries to expand if a Conditional Use Permit is approved. This would be consistent with Pierce County's zoning regulations that also require that cemeteries be granted a Conditional Use Permit to expand.

The attached ordinance allows existing cemeteries as a Conditional Use in the "R-2" District. The ordinance also provides a definition of a cemetery.

POLICY CONSIDERATIONS

Requiring cemeteries to obtain a Conditional Use Permit prior to expansion provides a process for abutting property owners and other parties of record to comment on the expansion. A CUP process also insures that the expansion is reviewed for consistency with the goals and policies of the City's Comprehensive Plan.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official issued a DNS for the proposed amendments on October 29, 2008 pursuant to WAC 197-11-340.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee of the Council discussed the proposed amendment at their September 3, 2008 meeting and recommended approval of the proposed ordinance by direct consideration of the City Council. The Planning Commission, at their September 4, 2008 meeting concurred that direct consideration of this amendment was appropriate.

RECOMMENDATION / MOTION

Hold public hearing, adopt ordinance.

From: Dolan, Tom
Sent: Thursday, November 20, 2008 11:14 AM
To: Towslee, Molly
Subject: FW: Cemeteries as a CUP Ordinance

Here is Carol's OK.

Tom Dolan
Planning Director
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
253-853-7615 phone
253-858-6408 fax

From: Carol Morris [mailto:carol_a_morris@msn.com]
Sent: Thursday, November 20, 2008 9:02 AM
To: Dolan, Tom
Subject: RE: Cemeteries as a CUP Ordinance

no problem

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Subject: Cemeteries as a CUP Ordinance
Date: Wed, 19 Nov 2008 16:41:32 -0800
From: DolanT@cityofgigharbor.net
To: morrisc@cityofgigharbor.net

Carol – I sent you the council Bill for this ordinance last Friday. I attached the draft ordinance that you wrote. I am assuming that you have no objections to the bill. It was one of the more "non-controversial" ones we have done in a while.

Tom Dolan
Planning Director
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
253-853-7615 phone
253-858-6408 fax

ORDINANCE NO. 1147

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING CEMETERIES AS A CONDITIONAL USE IN THE R-2 ZONING DISTRICT AND ADDING A NEW DEFINITION FOR CEMETERY; AMENDING GHMC SECTION 17.14.020 AND ADDING SECTION 17.04.204 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City intends to annex property in Pierce County, which is partially improved with a private cemetery; and

WHEREAS, the property containing the private cemetery will be in the Medium-Density Residential (R-2) zoning district once within the City-limits; and

WHEREAS, the City desires to allow the reasonable expansion of the existing cemetery; and

WHEREAS, the City desires to require a conditional use permit for the expansion of cemeteries rather than allow them outright in the R-2 zoning district given the type and variety of activities that can occur in a cemetery; and

WHEREAS, the conditional use process would be appropriate to evaluate the impacts associated with cemeteries, because the conditional use procedure would assure that the public would have an opportunity to comment on the development during a public hearing, and the hearing examiner could evaluate the use under the conditional use permit criteria to determine whether the cemetery would be detrimental to the existing neighborhood; and

WHEREAS, the City's SEPA Responsible Official issued a determination of non-significance for the proposed amendments on October 29, 2008 pursuant to WAC 197-11-340, which was not appealed; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on October 9, 2008, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on November 10, 2008 and second reading and public hearing on November 24, 2008; and

WHEREAS, the Gig Harbor City Council voted to adopt this Ordinance during the second reading on November 24, 2008; Now, Therefore,

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

Section 1. A new Section 17.04.086 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.204 Cemetery.

“Cemetery” means any one, or a combination of one, of the following, in a place used or intended to be used for the placement of human remains and dedicated, for cemetery purposes: (a) a burial park, for earth interments; (b) a mausoleum, for crypt interments; or (c) a columbarium, for permanent niche interments. The following may be accessory uses to the principal cemetery use: crematoriums, funeral homes (with attendant reception and funeral services), mortuaries, related maintenance and administration facilities. Retail sales of cemetery related items, including but not limited to flowers, urns and headstones, when operated in conjunction with and within the boundary of such cemetery are allowed, and shall be regulated by the requirements relating to retail sales.

Section 2. Section 17.14.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.14.020 Land use matrix

| | PI | R-1 | RLD | R-2 | RMD | R-3 | RB-1 | RB-2 | DB | B-1 | B-2 | C-1 ²⁰ | PCD-C | ED ¹⁸ | WR | WM | WC | PCD-BP | PCD-NB | MUD |
|----------------------------------|----|-----|-----|-----|-----|----------------|------|------|----|-----------------|-----|-------------------|-----------------|------------------|----|-----------------|----|--------|-----------------|-----|
| Uses | | | | | | | | | | | | | | | | | | | | |
| Dwelling, single-family | - | P | P | P | P | C | P | P | C | P ¹⁴ | C | C | P ¹⁴ | - | P | P | P | - | P ¹⁴ | P |
| Dwelling, duplex | - | - | - | P | P | P | - | P | C | P ¹⁴ | C | C | P ¹⁴ | - | P | P | P | - | P ¹⁴ | P |
| Dwelling, triplex | - | - | - | C | P | P | - | P | C | P ¹⁴ | C | C | P ¹⁴ | - | - | C ¹⁷ | P | - | P ¹⁴ | P |
| Dwelling, fourplex | - | - | - | C | P | P | - | P | C | P ¹⁴ | C | C | P ¹⁴ | - | - | C ¹⁷ | P | - | P ¹⁴ | P |
| Dwelling, multiple-family | - | - | - | - | P | P ⁶ | - | P | C | P ¹⁴ | C | C | P ¹⁴ | - | - | - | - | - | P ¹⁴ | P |
| Accessory apartment ¹ | - | C | P | - | P | - | C | C | C | P ¹⁴ | C | C | P ¹⁴ | - | - | - | P | - | P ¹⁴ | P |
| Family day care provider | - | P | P | P | P | P | P | P | C | P | P | P | P | - | P | P | P | P | P | P |
| Home occupation ² | - | P | P | P | P | P | P | P | C | P | - | C | - | - | P | P | P | - | - | - |
| Adult family home | - | P | P | P | P | P | P | P | C | P | P | P | P | - | P | P | P | P | P | P |
| Living facility, independent | - | - | - | C | - | P | C | C | C | P | C | C | P | C | - | - | - | - | - | P |
| Living facility, | - | - | - | C | - | P | C | C | C | P | - | C | P | C | - | - | - | - | - | P |

| | | | | | | | | | | | | | | | | | | | | | |
|----------------------------------|---|----|----------------|-----|----------------|-----|------------------|------|------|----|-----|-----|-------------------|-------|------------------|-----------------|----|----|-----------------|-------------------|-----|
| assisted | | | | | | | | | | | | | | | | | | | | | |
| Nursing facility, skilled | - | - | - | C | - | P | C | C | C | P | C | C | P | C | - | - | - | - | - | - | P |
| Hospital | - | - | - | - | - | - | - | - | C | - | C | C | - | C | - | - | - | C | - | - | |
| School, primary | P | C | P | C | P | C | C | C | C | P | - | C | P | P | - | - | - | P | - | - | |
| School, secondary | P | C | P | C | P | C | C | C | C | P | - | C | P | P | - | - | - | P | - | - | |
| School, higher educational | P | C | - | C | - | C | C | C | C | P | - | C | P | P | - | - | - | P | - | - | |
| School, vocational/trade | P | C | - | C | - | C | C | C | C | P | - | C | P | P | - | - | - | P | - | - | |
| Government administrative office | P | C | P | C | P | C | C | P | P | P | P | P | P | P | C | P | P | P | P | P | |
| Public/private services | P | C | - | C | - | C | C | C | C | P | C | C | P | C | C | C | C | P | P | P | |
| Religious worship, house of | - | C | P ⁵ | C | P ⁵ | C | C | C | C | P | - | C | P | C | - | - | - | - | - | P/C ¹⁵ | |
| Museum | P | - | - | - | - | - | - | - | - | - | C | C | P | - | - | - | - | - | - | - | |
| Community recreation hall | P | - | P | C | P | C | C | C | C | P | C | C | P | P | - | - | - | P | P | - | |
| Clubs | - | - | C | C | C | C | C | C | P | P | P | P | P | P | - | C ²¹ | P | P | C | - | |
| Parks | P | P | P | P | P | P | P | P | P | P | C | C | P | P | P | P | P | P | P | P | |
| Uses | | P1 | R-1 | RLD | R-2 | RMD | R-3 | RB-1 | RB-2 | DB | B-1 | B-2 | C-1 ²⁰ | PCD-C | ED ¹⁸ | WR | WM | WC | PCD-BP | PCD-NB | MUD |
| Essential public facilities | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Utilities | P | C | P | C | P | C | C | C | C | P | C | C | P | C | C | C | C | P | P | P | |
| Cemetery | - | - | - | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| Lodging, level 1 | - | C | - | C | - | P | P | P | P | P | C | C | - | - | C | C | C | - | - | P | |
| Lodging, level 2 | - | - | - | - | - | - | - | C | P | - | P | P | P | - | - | - | C | - | - | P | |
| Lodging, level 3 | - | - | - | - | - | - | - | C | P | - | P | P | P | - | - | - | C | - | - | P | |
| Personal services | - | - | - | - | - | - | P | P | P | P | P | P | P | P | - | P | P | P | P | P | |
| Professional services | - | - | - | - | - | - | P | P | P | - | P | P | P | P | - | P | P | P | P | P | |
| Product services, level 1 | - | - | - | - | - | - | P | P | P | P | P | P | P | P | - | P | P | P | P | P | |
| Product services, level 2 | - | - | - | - | - | - | - | - | - | - | - | P | P | - | - | - | - | - | - | P ¹⁶ | |
| Sales, level 1 | - | - | - | - | - | - | C ^{7,8} | - | P | P | P | P | P | - | - | - | P | - | P ¹³ | P | |
| Sales, level 2 | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - | - | - | - | - | |
| Sales, level 3 | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - | - | - | - | - | |
| Sales, ancillary | - | - | - | - | - | - | P | P | P | - | P | P | P | P | - | - | P | P | - | - | |
| Commercial child care | - | - | C | - | C | - | C | C | C | - | - | P | - | C | - | - | - | - | - | - | |
| Recreation, indoor commercial | - | - | - | - | - | - | C | C | P | - | P | P | P | C | - | - | - | - | - | P | |

| | | | | | | | | | | | | | | | | | | | | | |
|--|---|----|-----|-----|-----|-----|----------------|------|----------------|----|-----------------|-----|-------------------|-------|------------------|-----------------|-----------------|----|--------|--------|-----|
| Recreation, outdoor commercial | - | - | - | - | - | - | C | C | C | - | P ¹⁰ | P | P | C | - | - | - | - | P | | |
| Entertainment, commercial | - | - | - | - | - | - | - | - | P | - | P | P | P | - | - | - | - | - | P | | |
| Automotive fuel-dispensing facility | - | - | - | - | - | - | - | - | P | - | P | P | P | - | - | - | - | P | - | | |
| Vehicle wash | - | - | - | - | - | - | - | - | - | - | P | P | P | - | - | - | - | - | - | | |
| Parking lot, commercial | - | - | - | - | - | C | - | - | - | - | - | - | - | - | - | C ¹⁹ | - | - | - | | |
| Animal clinic | - | - | - | - | - | - | - | - | P ⁹ | - | P | P | - | P | - | - | - | P | P | | |
| Kennel | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - | - | - | - | | |
| Adult entertainment facility ³ | - | - | - | - | - | - | - | - | - | - | P | P | - | - | - | - | - | - | - | | |
| Restaurant 1 | - | - | - | - | - | - | C ⁸ | P | P | P | P | P | P | - | - | C ¹² | P | - | P | P | |
| Restaurant 2 | - | - | - | - | - | - | - | - | P | - | P | P | P | - | - | - | P | - | P | P | |
| Restaurant 3 | - | - | - | - | - | - | - | - | P | - | P | P | P | - | - | - | P | - | P | P | |
| Tavern | - | - | - | - | - | - | - | - | C | - | P | P | P | - | - | - | P | - | - | - | |
| Drive-through facility | - | - | - | - | - | - | - | - | C | - | C | C | P | - | - | - | - | - | - | - | |
| Marina | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | P | P | - | - | - | |
| | | | | | | | | | | | | | | | | | | | | | |
| Uses | | PI | R-1 | RLD | R-2 | RMD | R-3 | RB-1 | RB-2 | DB | B-1 | B-2 | C-1 ²⁰ | PCD-C | ED ¹⁸ | WR | WM | WC | PCD-BP | PCD-NB | MUD |
| Marine sales and service | - | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | P | P | - | - | - |
| Marine boat sales, level 1 | - | - | - | - | - | - | - | - | - | - | - | P | P | - | - | - | P | P | - | - | - |
| Marine boat sales, level 2 | - | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | P | P | - | - | - |
| Ministorage | - | - | - | - | - | - | - | - | C | - | - | C | C | P | C | - | - | - | - | - | P |
| Industrial, level 1 | - | - | - | - | - | - | - | - | C | C | - | C | P | - | P | - | - | - | P | - | P |
| Industrial, level 2 | - | - | - | - | - | - | - | - | - | - | - | - | P | - | P | - | - | - | P | - | - |
| Marine industrial | - | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | P ¹¹ | C | - | - | - |
| Wireless communication facility ⁴ | C | C | C | C | C | C | P | P | C | P | C | P | P | P | C | C | C | C | P | P | - |
| Accessory uses and structures | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P |

¹ Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

⁵ Houses of religious worship shall be limited to parcels not greater than 5 acres.

⁶ Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

⁷ Sales, level 1 uses shall be limited to food stores in the RB-1 district.

⁸ See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

- ⁹ Animal clinics shall have all activities conducted indoors in the DB district.
- ¹⁰ Drive-in theaters are not permitted in the B-2 district.
- ¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.
- ¹² Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.
- ¹³ Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.
- ¹⁴ Residential uses shall be located above a permitted business or commercial use.
- ¹⁵ Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.
- ¹⁶ Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.
- ¹⁷ Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.
- ¹⁸ Planned unit developments (PUDs) are conditionally permitted in the ED district.
- ¹⁹ Commercial parking lots in the WC district shall be related to shoreline uses.
- ²⁰ Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.
- ²¹ Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 24th day of November, 2008.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK: 11/05/08
PASSED BY THE CITY COUNCIL: 11/24/08
PUBLISHED: 12/03/08
EFFECTIVE DATE: 12/08/08
ORDINANCE NO: 1147



Subject: BB16 Level III – Preferred Alternative

Proposed Council Action:

Move that Council select a locally preferred alternative for the long-term BB16 interchange improvements.

Dept. Origin: Public Works

Prepared by: David Stubchaer
Public Works Director

For Agenda of: November 24, 2008

Exhibits:
Exhibit A Level III – Final Report
Exhibit B List of meetings
Exhibit C Written comments from the public

Initial & Date

Concurred by Mayor: CLH 11/20/08
Approved by City Administrator: PK 11/20/08
Approved as to form by City Atty: N/A
Approved by Finance Director: DR 11/20/08
Approved by Department Head: DR 11/20/08

| | | | | | |
|----------------------|------------|-----------------|-----|------------------------|------------|
| Expenditure Required | <i>TBD</i> | Amount Budgeted | \$0 | Appropriation Required | <i>TBD</i> |
|----------------------|------------|-----------------|-----|------------------------|------------|

INFORMATION / BACKGROUND

A 39-month process that began in approximately August of 2005 has resulted in the Level III – Final Report, attached hereto as Exhibit A. Based on this report, as well as previous work and analyses completed, Council is being asked to select the locally preferred alternative for the long-term improvements to the BB16 interchange.

The goal of the process was to ultimately select a locally preferred alternative for improvements to the BB16 interchange that would best address the traffic impacts of general traffic growth and development, while not having a negative effect on main line SR 16 operations. The analysis was based on projected traffic in the year 2032, which is 20 years beyond the assumed opening year of the interchange improvements, 2012. The 20-year post construction timeframe is typical for this type of analysis.

As is appropriate for a project of this magnitude, the process of studying the various options involved extensive public outreach and input from an array of interested parties. A total of 48 public meetings were held where the various options were discussed, including three meetings that were used to select Lochner, the engineering consultant that prepared the Level III final report. The meetings included the public, various stakeholders, area businesses, Pierce County, WSDOT, Fire Department, consultants, developers, State Patrol, City Police, Pierce

Transit, City Council, and City staff. This is in addition to the internal meetings between staff and the consultants. A summary of meeting dates is attached hereto as Exhibit B. Public, agency and stakeholder comments on the Level III study are attached hereto as Exhibit C.

Three rounds of analysis were completed which looked at a wide variety of possible options.

The Level I study (\$47,000) reviewed 16 different options:

- | | |
|--|---|
| 1. Over/Underpass @ SR 16/96 th St. | 9. Dual Loop Ramps |
| 2. Half Interchange @ SR 16/96 th St. | 10. Signalized Ramp Terminals |
| 3. 144 th Interchange | 11. WB Flyover/EB Loop Ramp Combined |
| 4. Other Roadway Connections w/in GH | 12. Teardrop Roundabout |
| 5. WSDOT Frontage Road | 13. Spread Diamond |
| 6. Single Point Urban Interchange (SPUI) | 14. Hospital Mitigation – Current project |
| 7. Tight Diamond Interchange | 15. Hospital Mitigation – Enhanced Layout |
| 8. Dual Flyovers | 16. Split Diamond |

Based on the Level I study and input from the stakeholders and interested parties, the list of potential options was pared down from 16 to 4. The Level II study (\$63,000) reviewed those 4 options in more detail than they were in the Level I study:

- | | |
|------------------|---------------------------|
| 1. Split Diamond | 3. Modified Tight Diamond |
| 2. SPUI | 4. Flyover Ramps |

Again, based on the results of the Level II study, the Level III study analyzed 2 of the 4 options from the Level II study, plus a hybrid option:

1. Split Diamond
2. SPUI
3. Hybrid – SPUI w/off ramp at 96th Street

The Level III study (\$210,000) went into even more detail, refined the cost estimates and assumptions, and also examined the selected study options for fatal flaws, such as unacceptable environmental impacts and more as detailed in the report.

The locally preferred alternative selected by Council will be noted in and included in the Assumptions Document in the Interchange Justification Report (IJR) process, which will, in turn, be used to select the ultimate project that is acceptable to WSDOT. All the work involved in analyzing the various options to come up with the locally preferred alternative will also be considered during the IJR process. As is currently in the proposed 2009 budget, the City will begin work on the IJR Assumptions document with in-house staff and consultants as needed, working closely with WSDOT and others. The IJR process will use similar methods of analysis and examine many of the same factors, such as environmental impacts, traffic operations on SR 16, the interchange, and local streets, etc. Therefore, a radically different conclusion is not expected to come out of the IJR process. However, the IJR process certainly does have the potential to yield a different result than what the Council may decide is the locally preferred alternative. Since these improvements are primarily in WSDOT right of way or right of way controlled by WSDOT, WSDOT is the ultimate authority in deciding what improvements can be constructed in its right of way.

FISCAL CONSIDERATION

None with this action.

The cost of the three options considered in the Level III study are estimated to range from \$92M to \$181M (using the “with risk” estimates in the report). A funding mechanism for these improvements has not yet been established, but possible funding sources for the project may include the Hospital Benefit Zone, developer fees, and State or Federal funding.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move that Council select a locally preferred alternative for the long-term BB16 interchange improvements.

Gig Harbor SR 16/Burnham/Borgen Interchange

LEVEL III - FINAL REPORT

Fatal Flaws Analysis



Prepared for: City of Gig Harbor

Prepared by: H. W. Lochner, Inc



November 2008

LOCHNER

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Gig Harbor SR 16/Burnham/Borgen Interchange Fatal Flaws Summary Report

Executive Summary

The focus of this report is to meet the goal of providing the Gig Harbor City Council with sufficient detail to:

- Determine possible "fatal flaws" in the remaining alternatives,
- Agree upon a City "preferred" alternative, and
- Set the foundation for moving that alternative forward in the WSDOT's Interchange Justification Report process, a requirement to gain WSDOT support and approval of the project.

The Level III analysis suggests that, of the three alternatives studied, the Single Point Urban Interchange (SPUI) has the greatest benefit to cost value.

The following summarizes the content of the report. These comments are based not only upon the following pages, but significant background work as well, including reviews of previous work accomplished and extensive traffic modeling. The reader should be cautious about interpretations from this document.

Purpose & Need: The "Purpose & Need Statement" is a foundational element that provides the rationale for both the study and the ultimate results so that the owner of SR 16, WSDOT, can understand and support the direction taken by the City. The following excerpts from the statement provided in the document capture the project issues.

- The poor operation of the existing interchange and its terminating intersections will result in back-ups from the northbound off-ramp (~2,350 feet) and from the southbound off-ramp (~1,950 feet) that will extend onto the SR 16 mainline with the local street improvements.
- These back-ups will cause the mainline operations to break down creating a significant safety hazard as well as congestion for regional and local trips.
- The intersections at the ramp terminals will fail before 2032 and will not meet area level of service standards.

Work to Date: To avoid duplication of efforts already completed, the Lochner team reviewed all work completed from the hospital interim improvements, through the Level II screening. Level I screening evaluated 16 alternatives and recommended forwarding 3 alternatives for further evaluation. Level II screening evaluated 4 alternatives, (3 previous and a tight diamond alternative), and the outcome of that work was that the Council requested further study of the SPUI and Split Diamond alternatives. During this Level III screening, the Lochner team reviewed three alternatives, including the SPUI, and Split Diamond alternatives. As a result of discussions during this process a Hybrid of the SPUI and Split Diamond was also reviewed.

Level III Study Elements: A variety of elements were reviewed during the Level III screening in much greater depth than in previous work. The Level III Study elements included:

- Project Purpose and Need
- Alternatives Considered in Earlier Studies
- Traffic Operations of the Build Alternatives
- Environmental Considerations
- Constructability
- Planning Level Cost Analysis
- Economic/Business Review
- Evaluation of Alternatives

Traffic Operations: The City's traffic study, recently completed in October 2008, provides a greatly improved foundation for developing the traffic forecasting methodology for the specific alternatives. The results of the modeling show that the mainline of SR 16, as well as the interchanges in the study area, will all experience Level of Service (LOS) F without improvements to both the mainline and the interchanges. In other words, traffic will be stop-and-go at best, with significant delays.

With the improvements on the interchange, the LOS on the mainline of SR 16, from Wollochet to SR 302, will still be impacted by higher volumes of traffic than can be accommodated with its present configuration, in particular, north of the Wollochet interchange. Expected levels of service in 2032, the design year, range from LOS C to F.

Fortunately, all of the alternatives show improvements at the interchanges and local intersections, including Sehmel/Burnham intersection; the SR 16 SB Ramps/Burnham intersection; the SR 16 NB Ramps/Burnham intersection, and the Canterwood/Borgen/Burnham intersection. The improvements will accommodate traffic movement sufficiently to meet the Growth Management Act requirements as adopted by the City.

Environmental Considerations: The environmental impacts and mitigation possibilities were identified at a more detailed level than previously possible due to the more detailed traffic and conceptual design work accomplished during this process. The most telling quotes from that work are:

"The three alternatives . . . are not dramatically different in terms of overall environmental issues. All have some wetland impacts and some stream impacts, and all will have to deal with stormwater runoff . . ."

"The SPUI and SPUI plus 96th off-ramp appear to work with the proposed environmental mitigation and storm water facilities for the interim improvements without undoing anything that will be done . . . while the Split Diamond would appear to compromise a storm water pond/facility that would be part of the interim improvements."

Constructability: A more detailed design concept was developed and analyzed, allowing better impact reviews, standards comparisons, and cost estimate. All of the alternatives can physically be constructed, although costs are significantly higher for the Split Diamond and Hybrid than the SPUI. Further, all will need to be constructed in stages to maintain traffic, and the Split Diamond will likely cause less disruption to the cross traffic than the other two options.

Planning Level Costs: This cost analysis was at a significantly higher level of detail than previous work, although it remains a planning level estimate. It did however show additional costs from previous estimates due both to significantly more information derived during the traffic studies and design concept development, and a more cautious approach due to the recent volatile bidding climate. A range of cost is provided due to uncertainties about actual design issues and cost issues. In 2008 dollars the estimated cost range of the options is:

| ALTERNATIVE | COSTS in 2008 Dollars |
|--------------------------------|--------------------------------|
| Single Point Urban Interchange | \$67 million to \$92 million |
| Split Diamond | \$101 million to \$137 million |
| Hybrid | \$133 million to \$182 million |

Economic Review: An interview process was conducted and compared with documented impacts in similar conditions. The business community was unanimously in favor of the SPUI due to perceptions that business would otherwise decrease with the Split Diamond alternative.

The travel demand model supports those concerns, showing the SPUI alternative generates more "vehicles passing by," resulting in greater customer opportunities than the Split Diamond alternative. Gross estimates suggest that the difference between alternative could mean millions in sales for local retailers, and hundreds of thousands in retail sales tax revenues.

Scoring Process: A process very similar to that used in the Level II screening was used in an effort to provide an unbiased evaluation for each alternative. A team of transportation experts from WSDOT, the City, Pierce County, and Lochner was assembled in a one day workshop. Their charge was to agree on attributes to score as well as their definitions, to then agree on their values and relative weighting. Each of the team members then was asked to compare the alternatives and score them individually. Those scores were then averaged to provide a composite score. The result of that process showed a clear advantage for the SPUI.

Conclusions: The conclusion of this Level III screening analysis can be simply summarized as:

- There appear to be no "fatal flaws" in the three options;
- All three options appear to be physically workable;
- Costs seem to eliminate the Hybrid;
- Environmental considerations could negatively affect the Split Diamond alternative; and
- The SPUI appears to have the greatest benefit/cost value.

Project Overview

This project is located at the Interchange of SR 16, Burnham Drive, and Borgen Boulevard in the City of Gig Harbor. The City has identified this interchange as a limiting factor on traffic flow in the area. Level I and Level II analyses were previously completed to determine the appropriate options. Those analyses narrowed 15 proposed options to either a Single Point Urban Interchange (SPUI) or a modified Split Diamond Interchange (SDI). The City is very concerned about the level of congestion currently being experienced, the probable lack of concurrency under the Growth Management Act that would be created for any significant action, thus limiting development in the area, as well as potential "fatal flaws" that may preclude either of the remaining two options.

While the Level I and Level II analyses narrowed the number of alternatives and made some preliminary recommendations, the City Council felt that it did not have enough information to select a locally preferred alternative. This Level III analysis provides a more detailed analysis and reviews the remaining alternatives for any 'fatal flaws' that would prevent implementation. Using this information, the City Council expects to select a locally preferred alternative that will provide an acceptable level of traffic operations through the SR 16, Burnham Drive, and Borgen Boulevard area. Once the locally preferred alternative is selected, the City will work with the Washington State Department of Transportation (WSDOT) to complete the Interchange Justification Report (IJR) process, begin preliminary design of the preferred alternative, and begin the environmental process.

Approach & Methodology

The Level III Analysis Team consists of the City of Gig Harbor, WSDOT, and the consultant team of H. W. Lochner, Inc. and URS, Inc. The consultant team provides the breadth of skills and experience to cover all aspects of possible fatal flaws in the project options under consideration. Lochner primarily provided the engineering reviews, while URS primarily provided the environmental and geotechnical reviews.

Approach: The project approach is to review previous work accomplished to both avoid duplication of effort and to confirm that all relevant information is available. The team conducted a full review of previous studies and documents, including:

- the Level I and Level II Analyses;
- the City Comprehensive Plan and Zoning;
- the Pierce County Comprehensive Plan and PSRC applicable data;
- the City Wide Traffic Capacity Availability Report 2007 & 2008;
- the City Traffic Impact Fee Update 2007 & 2008;
- WSDOT and local street system traffic and accident data (2004 to 2007);
- WSDOT as-built drawings on SR 16, and other WSDOT concepts and documents;
- Existing conditions, including deficiencies;
- Traffic studies, travel demand models, and accident histories; and
- Environmental concerns.

Analysis Years/Periods: For this Level III analysis, the base year is 2005, the anticipated opening year is 2012, and the design year is 2032, 20 years after the opening. In this preliminary study, PM peak hour operational analyses were conducted for the base year (2005) and the design year (2032). For the complete IJR, operational analysis will be expanded to include AM and PM peak hour analyses for the base year, opening year, and design year.

Project Area and Study Areas: The study area generally includes the City of Gig Harbor and a portion of Pierce County on the west side of SR 16 adjacent to the City of Gig Harbor. The key roads in the study include SR 16 from the Olympic Drive Interchange to the SR 302 Interchange, the Wollochet Interchange, and the Burnham/Borgen Interchange. It also includes Borgen Blvd. from SR 16 to Peacock Hill Road, Burnham Drive from south of 96th Street to north of the Sehmel Drive intersection and Canterwood Blvd. from Borgen Blvd. to past the new regional hospital.

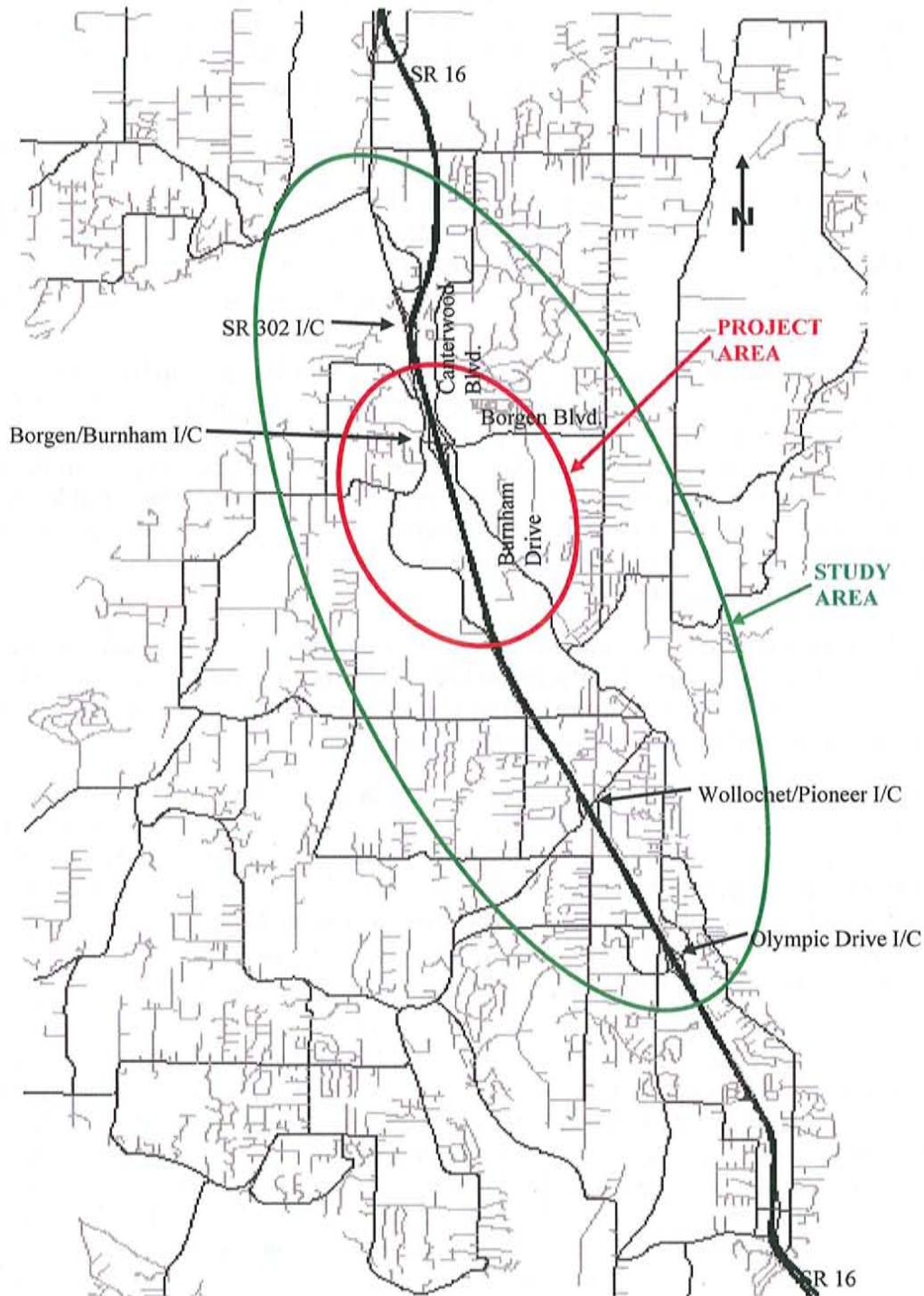
The detailed project area includes the SR 16/Burnham/Borgen Interchange, Burnham Drive from Borgen Blvd. to 96th Street and Canterwood Drive intersection with Borgen Blvd. The SR 16/Borgen Blvd/Burnham Drive Interchange (Exit 14) is a typical diamond interchange but with the addition of a six-leg, multi-lane roundabout connecting the northbound ramps with Borgen Blvd, Burnham Drive, and Canterwood Blvd. This particular roundabout helps traffic flows under current conditions as traffic through this intersection is difficult to manage. A four-leg, single lane roundabout is used to connect the southbound ramps to Burnham Drive. The Study area and project area are illustrated in Exhibit 1.

Traffic Operations Analysis: To analyze the traffic operations along the corridor and at intersections, several micro-computer software packages were used to best fit the multiple types of analysis needed. This multiple software approach helps to resolve issues on the freeway, the interchanges, and local roads that no one package addresses alone.

For freeway operations along SR 16, the Highway Capacity Software (HCS) was used to evaluate the level of service along the freeway as well as at the merge and diverge points. Synchro software was used to analyze signalized and stop controlled intersections; while Sidra Software was used to analyze roundabouts. Each of these software techniques analyze specific locations and do not reflect delays and queues resulting from other intersections. The City of Gig Harbor also analyzed the alternatives using VISSIM under a separate contract. The follow-up with VISSIM provides visual verification and clarification for this complex area.

These software packages use capacity and level of service to analyze roadway operations. The 2000 *Highway Capacity Manual* defines capacity as "the maximum hourly rate at which persons or vehicles reasonably can be expected to traverse a point or a uniform section of a lane or roadway during a given time period under prevailing roadway, traffic, and control conditions." To analyze the quality of service on a roadway, the 2000 *Highway Capacity Manual* uses level of service (LOS) which is "a quality measure describing operational conditions within a traffic stream, generally in terms of such service measures as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience." Six LOS categories are used to describe the quality of the transportation system. For roadway sections, these LOS categories range from LOS 'A' through

EXHIBIT 1: STUDY AREA



Gig Harbor SR 16/Burnham/Borgen Interchange

LOS 'F' with LOS 'E' being the point where the traffic demand on the roadway is equal to the capacity of the roadway. LOS is defined differently for different roadway classifications and intersections.

For freeway/highway operations, LOS can be characterized by three performance measures: density in terms of passenger cars per mile per lane, speed in terms of means passenger car speed, and the volume to capacity (v/c) ratio. Density is the primary performance measure in estimating LOS.

FREEWAY/HIGHWAYS LEVEL OF SERVICE

| LEVEL OF SERVICE CATEGORY | DEFINITION |
|---------------------------|---|
| LOS 'A' | This LOS represents the highest quality of traffic service. It has completely free-flow conditions with vehicle operations virtually unaffected by the presence of other vehicles, and operations are constrained by the geometric features of the roadway and driver preference. |
| LOS 'B' | This LOS has free-flow conditions but the presence of other vehicles becomes noticeable and drivers have slightly less freedom to maneuver. Minor disruptions are absorbed. |
| LOS 'C' | In this LOS, the influence of traffic density has a marked influence on traffic operations. The ability to maneuver is affected by other vehicles and minor disruptions can cause serious local deterioration of service with queues forming behind serious disruptions. |
| LOS 'D' | At this LOS, the ability to maneuver is severely restricted due to traffic congestion and travel speeds can be reduced. Only minor disruptions can be absorbed without extensive queues forming. |
| LOS 'E' | This LOS represents operations at near capacity of the roadway – an unstable level. Vehicles are operating with the minimum spacing for maintaining uniform flow and disruptions cannot be easily absorbed without further deteriorating traffic to LOS F. |
| LOS 'F' | This LOS represents forced or breakdown flow. It has heavily congested flow with traffic demand exceeding the capacity of the roadway. Operations are very unstable with vehicles experiencing brief periods of movement at slow speed followed by stoppages. |

Source: Transportation Research Board, Highway Capacity Manual, Special Report 209, Washington, D.C., Updated 2000

Gig Harbor SR 16/Burnham/Borgen Interchange

For urban street operations, LOS is generally determined by the average travel speed along an urban street. The travel speed is affected by the running speed between intersections and the amount of delay incurred at the intersection.

URBAN STREET LEVEL OF SERVICE

| LEVEL OF SERVICE CATEGORY | DEFINITION |
|----------------------------------|---|
| LOS 'A' | This LOS describes primarily free-flow operations at average travel speeds with vehicles operating in completely unimpeded conditions. |
| LOS 'B' | This LOS describes reasonably unimpeded operations at average travel speeds and vehicles have slightly less freedom to maneuver. |
| LOS 'C' | This LOS describes stable operations, however, the ability to maneuver and change lanes may be more restricted. |
| LOS 'D' | This LOS borders on a range in which small increases in traffic flow may cause substantial increases in delay and decreases in travel speed. |
| LOS 'E' | This LOS is characterized by significant delays and low speeds caused by a combination of adverse progression, high signal density, high volumes, extensive delays at critical intersections. |
| LOS 'F' | This LOS is characterized by urban street flows at extremely low speed with congested intersections at critical intersections, high delays, high volumes and extensive queuing. |

Source: Transportation Research Board, Highway Capacity Manual, Special Report 209, Washington, D.C., Updated 2000

For intersections, LOS is defined differently for signalized and unsignalized intersections. For signalized intersections, LOS is defined by the amount of control delay, which is a measure of a driver's discomfort, frustration, fuel consumption, and increased travel time. LOS at signalized intersections is stated in terms of the average control delay per vehicle for all approaches, typically for a 15 minute analysis period. An overall intersection LOS is used.

For unsignalized intersections, LOS is also defined by the amount of control delay, but the LOS thresholds are different from those of a signalized to reflect different driver expectations. In addition, LOS is measured differently for Two-Way Stop Controlled (TWSC) intersections and All-Way Stop Controlled (AWSC) intersections. For TWSC intersections, controlled delay is defined for each minor (stopped controlled) movement. LOS is not defined for the whole intersection. For AWSC intersections, LOS is calculated for each approach, as well as the whole intersection.

Gig Harbor SR 16/Burnham/Borgen Interchange

A summary of the LOS thresholds for signalized and unsignalized intersections is shown below.

SIGNALIZED & UNSIGNALIZED INTERSECTION LEVEL OF SERVICE

| LEVEL OF SERVICE CATEGORY | SIGNALIZED INTERSECTIONS AVERAGE CONTROL DELAY | UN SIGNALIZED INTERSECTIONS AVERAGE CONTROL DELAY |
|------------------------------|--|---|
| LOS 'A' | 10 sec/veh or less. | 10 sec/veh or less. |
| LOS 'B' | > 10 sec/veh to 20 sec/veh | > 10 sec/veh to 15 sec/veh |
| LOS 'C' | > 20 sec/veh to 35 sec/veh. | > 15sec/veh to 25 sec/veh. |
| LOS 'D' | > 35sec/veh to 55 sec/veh. | > 25sec/veh to 35 sec/veh. |
| LOS 'E' | > 55sec/veh to 80 sec/veh | > 35sec/veh to 50 sec/veh |
| LOS 'F' | > 80 sec/veh | > 50 sec/veh |

Source: Transportation Research Board, Highway Capacity Manual, Special Report 209, Washington, D.C., Updated 2000

Concurrency: For concurrency, the City of Gig Harbor’s Comprehensive Plan currently requires that LOS D be maintained at intersections on City streets with the exception of the downtown core area. The Final Supplemental EIS for the City of Gig Harbor 2005 Comprehensive Plan Amendments recommended that the LOS standard for the SR 16/Burnham Drive westbound ramp intersection be revised from LOS D to LOS E. This recommendation is being included in the City’s new Transportation Plan.

Travel Forecast: The Gig Harbor Travel Demand Model was used in this study. This model uses VISSUM software (different from VISSIM) and is calibrated based on the Puget Sound Regional Council (PSRC) Regional Travel Model. It provides a more detailed forecast for the study area using a more refined network and zonal system.

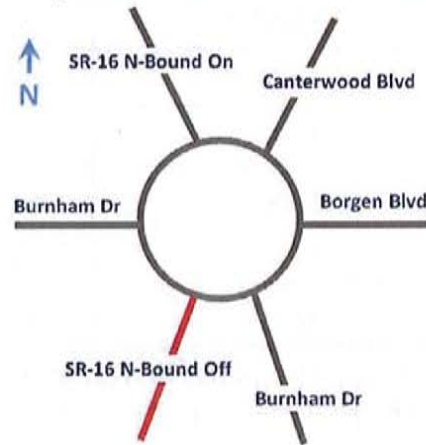
Gig Harbor SR 16/Burnham/Borgen Interchange

Project Purpose and Need

Part of the process required to ultimately gain approval for interchange modifications is a "Purpose and Need" statement. This statement defines what is needed to resolve the local issues along with the freeway issues. The following provides the basis for that formal statement.

The area around the SR 16/Burnham Drive/Borgen Blvd. Interchange is changing with the recent construction of a regional hospital and increased commercial and residential development. There is also intense pressure to increase development in the area by local land owners. Several developments have been approved in recent years but are waiting for the City to allow construction. This increased development is expected to increase traffic movements throughout the area and along SR 16 and especially at the SR 16/Burnham/Borgen Interchange.

The City of Gig Harbor has already improved some local streets and is planning other local street improvements including changes to the ramp terminals for the SR 16/Burnham/Borgen Interchange. However, even with these local street improvements, the SR 16/Burnham/Borgen Interchange is an emerging bottleneck and is expected to operate at Level of Service (LOS) F by the 2032 design year when the area is built-out.



The poor operation of the existing interchange and its terminating intersections will result in back-ups from the northbound off-ramp (~2,350 feet) and from the southbound off-ramp (~1,950 feet) that will extend onto the SR 16 mainline with the local street improvements. These back-ups will cause the mainline operations to break down creating a significant safety hazard as well as congestion for regional and local trips.

2005 traffic volumes were used in the existing conditions analysis because it is the base year used in the calibration/validation of the Gig Harbor travel demand model. A comparison of the 2005 existing conditions along SR 16 and the baseline 2032 conditions with and without interim local improvements are shown on Exhibit 2. These comparisons only show the Highway Capacity Software analysis results, and do not account for the back-ups from the ramp terminal intersections that extend to the mainline.

With intersection back-ups onto SR 16, congestion will increase; mainline operation will breakdown; mainline operations will be at LOS F, and safety will decrease, shown on Exhibit 3.

The average travel speed from the VISSUM travel model is 25 mph northbound and 43 mph southbound as compared to a posted speed of 60 mph south of the north of the SR 16/Burnham/Borgen Interchange. These speeds do not take into account the intersection back-ups onto the highway. The City is preparing a VISSIM simulation of the area's traffic operations that will show the effect of intersection back-ups on the state highway operations.

EXHIBIT 2: 2005 AND 2032 PM PEAK HOUR ANALYSIS OF SR 16 OPERATIONS - HCS ANALYSIS ONLY
COMPARISON OF 2005 AND 2032 PM PEAK HOUR RAMP VOLUMES AND LEVEL OF SERVICE WITH AND WITHOUT INTERIM IMPROVEMENTS
CURRENT 2005 PM PEAK HOUR VOLUMES FROM TRAVEL DEMAND MODEL

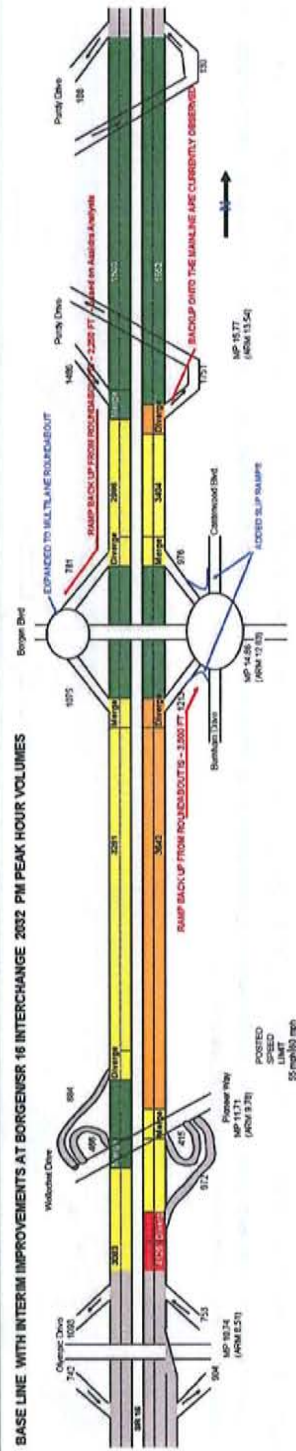
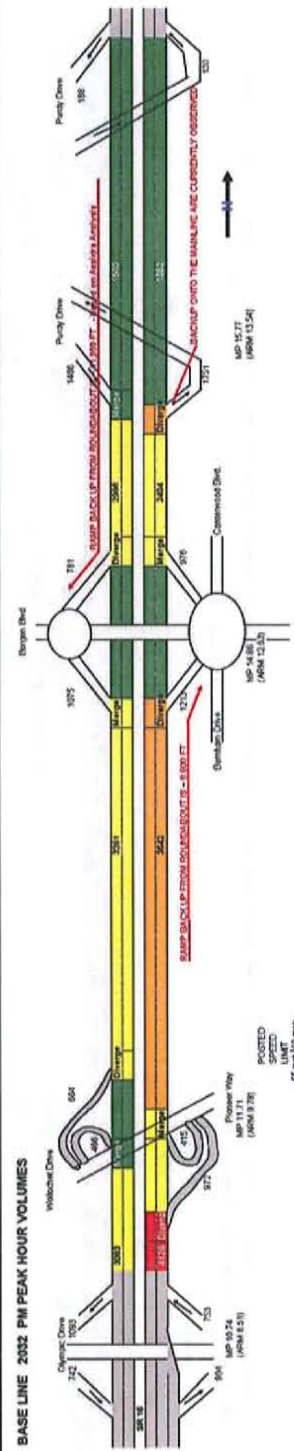
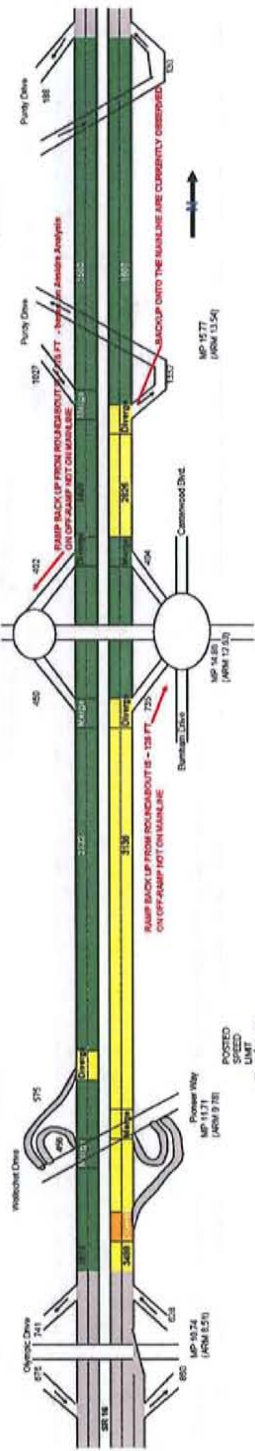
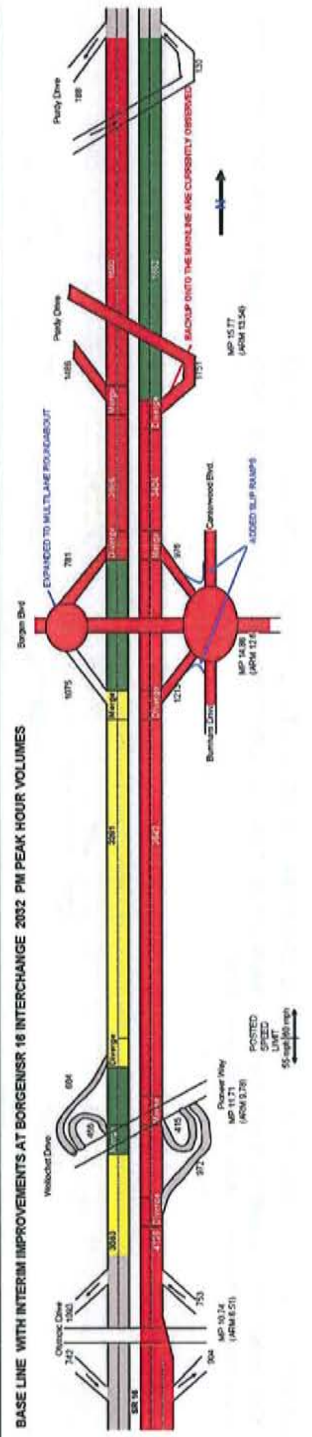
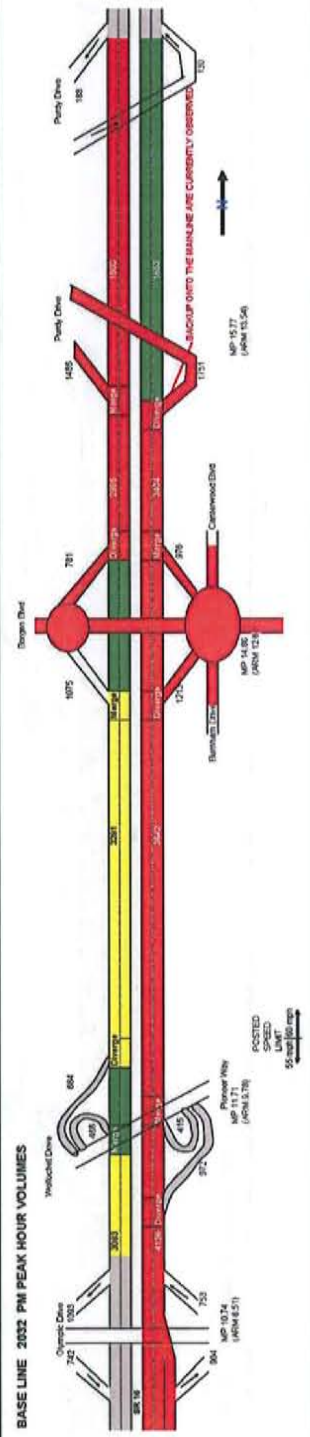
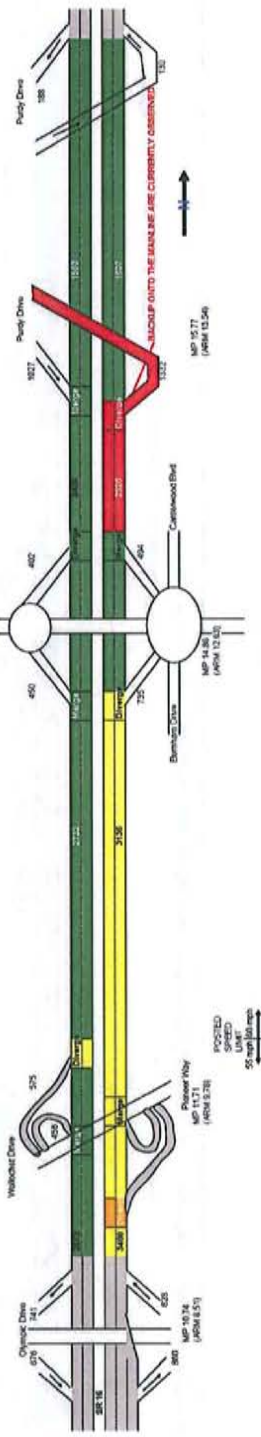


EXHIBIT 3: 2005 AND 2032 PM PEAK HOUR ANALYSIS OF SR 16 OPERATIONS - HCS ANALYSIS WITH ESTIMATED IMPACT OF RAMP TERMINAL BACK-UPS

COMPARISON OF 2005 AND 2032 PM PEAK HOUR RAMP VOLUMES AND LEVEL OF SERVICE ALONG SR 16 FOR BASE LINE CONDITIONS WITH AND WITHOUT INTERIM IMPROVEMENTS
CURRENT 2005 PM PEAK HOUR VOLUMES FROM TRAVEL DEMAND MODEL



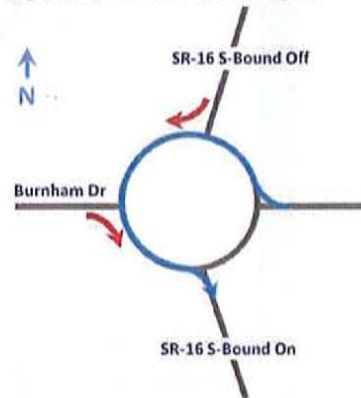
Gig Harbor SR 16/Burnham/Borgen Interchange

2005 PM Peak Ramp Volumes: The 2005 afternoon peak hour traffic volumes were also analyzed for the SR 16/Burnham/Borgen Interchange area as it is the base year used in the calibration/validation of the Gig Harbor travel demand model. The PM peak hour was selected for analysis of future and existing traffic conditions as it represents worst case traffic conditions. These analyses indicate that the interchange was operating at an acceptable level of service in 2005, confirmed by anecdotal observations. The 2005 data is illustrated in Exhibit 4.

2032 PM Peak Ramp Volumes Without Improvements: The 2032 PM peak hour forecast was used for the analysis of future ramp volumes, again 20 years beyond the projected year of opening (2012), for this Level III analysis. The future 2032 PM peak hour volumes were forecasted, using the City of Gig Harbor travel demand model. The 2032 forecast is based upon the 20 year build-out of the currently adopted land use and employment, assumed to be fully built out by 2030, as developed by the City of Gig Harbor. The result of this build-out condition is that there will be no vacant land for further development without changes to the land use plan. The future land use plan and build-out area for the City of Gig Harbor is illustrated on Exhibit 5.

The existing northbound ramp terminates at the six-leg multi-lane roundabout connecting Borgen Boulevard, Burnham Drive, and Canterwood Road with the SR 16 northbound on and off-ramps. 2032 peak hour volume entering the roundabout is expected to reach about 5,400 vehicles per hour. That level is beyond the capacity of a multi-lane roundabout, typically about 4,000 vph.

The existing southbound ramp terminates at four-leg, single lane roundabout connecting Burnham Drive with the southbound on and off-ramps. For this roundabout, the southbound ramp terminal intersection will also operate at LOS F with long back-ups on most approaches. This is caused by heavy left turning traffic onto the southbound on-ramp (indicated in blue), not allowing enough gaps for traffic exiting the southbound off-ramp or travelling eastbound on Burnham Drive (indicated in red) through the roundabout. These volumes and LOS results are illustrated on Exhibit 5 without any improvements.



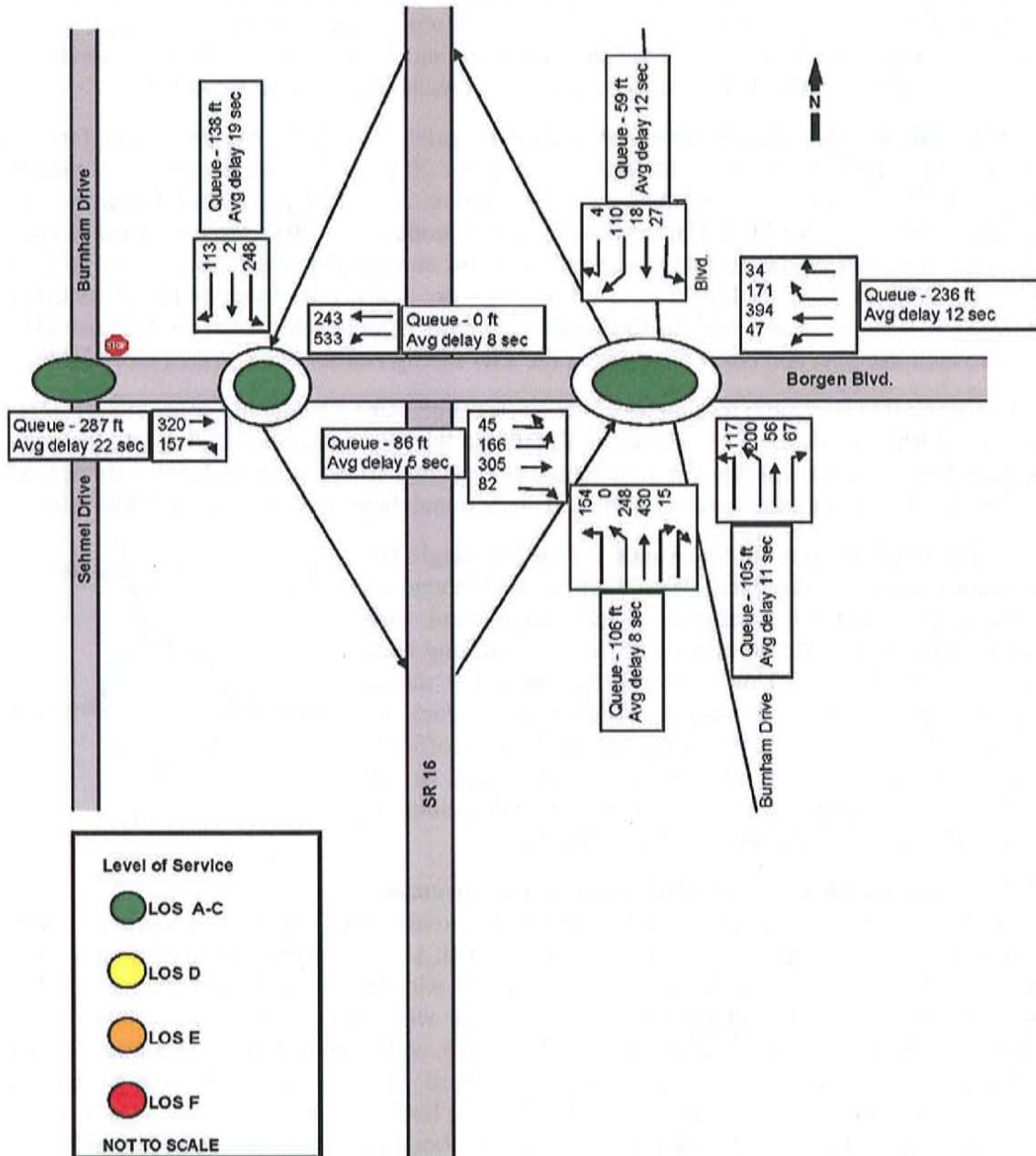
2032 PM Peak Ramp Volumes With Interim Improvements:

Gig Harbor is in the process of making interim improvements to these roundabouts. These improvements include slip lanes from Canterwood Blvd. to the northbound on-ramp and from the northbound off-ramp to Burnham Drive, as well as widening portions of these on and off-ramps. The single-lane southbound ramp roundabout will be redesigned as a double-lane roundabout. These changes, as illustrated on Exhibit 6, will improve the operations of both roundabouts in the near future, but even with these improvements, the ramp terminal intersections are expected to operate at LOS F with long back-ups on most approaches by 2032. As a result of these local street improvements, the northbound off-ramp/Burnham Drive/Borgen Blvd./Canterwood Blvd. intersection will not meet the City's LOS Concurrency standard of LOS E because of the lack of available LOS capacity which may limit area development.

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Gig Harbor SR 16/Burnham/Borgen Interchange

EXHIBIT 4: EXISTING 2005 PM PEAK HOUR VOLUMES & LEVEL OF SERVICE

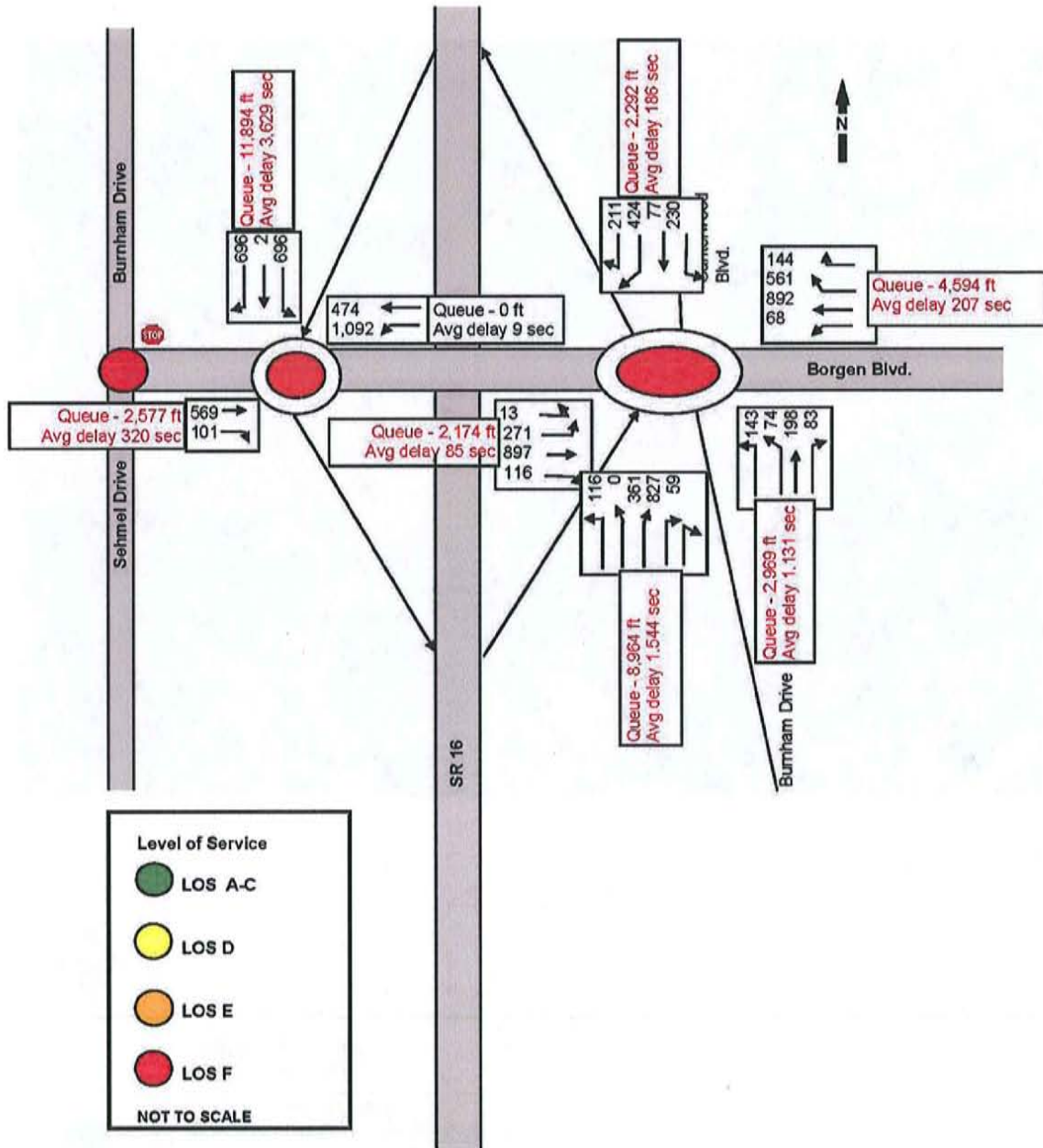




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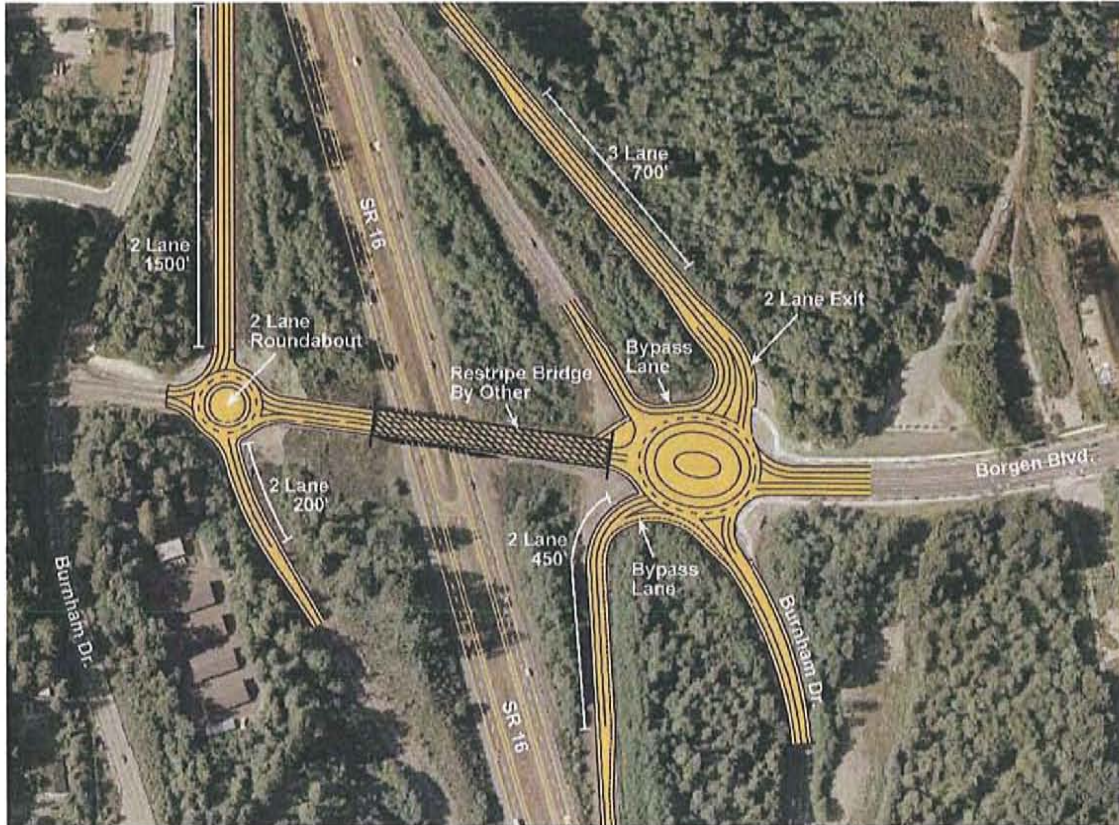
Gig Harbor SR 16/Burnham/Borgen Interchange

EXHIBIT 5: 2032 PM PEAK HOUR VOLUMES & LEVEL OF SERVICE BASELINE ALTERNATIVE



Gig Harbor SR 16/Burnham/Borgen Interchange

**EXHIBIT 6: PROPOSED LOCAL STREET IMPROVEMENTS –
INTERIM IMPROVEMENTS – AT SR 16/BURNHAM DRIVE
RAMP TERMINALS**



| | | | |
|---------------|--|--|--|
| | | <i>Proposed Mitigation St. Anthony Hospital</i> | |
| | | City of Gig Harbor 2005 Comprehensive Plan Amendments | |
| COGH0000-0025 | | Figure 14 | |
| January 2006 | | | |

Source: City of Gig Harbor 2005 Comprehensive Plan Amendments Final Supplemental EIS, April 5, 2006

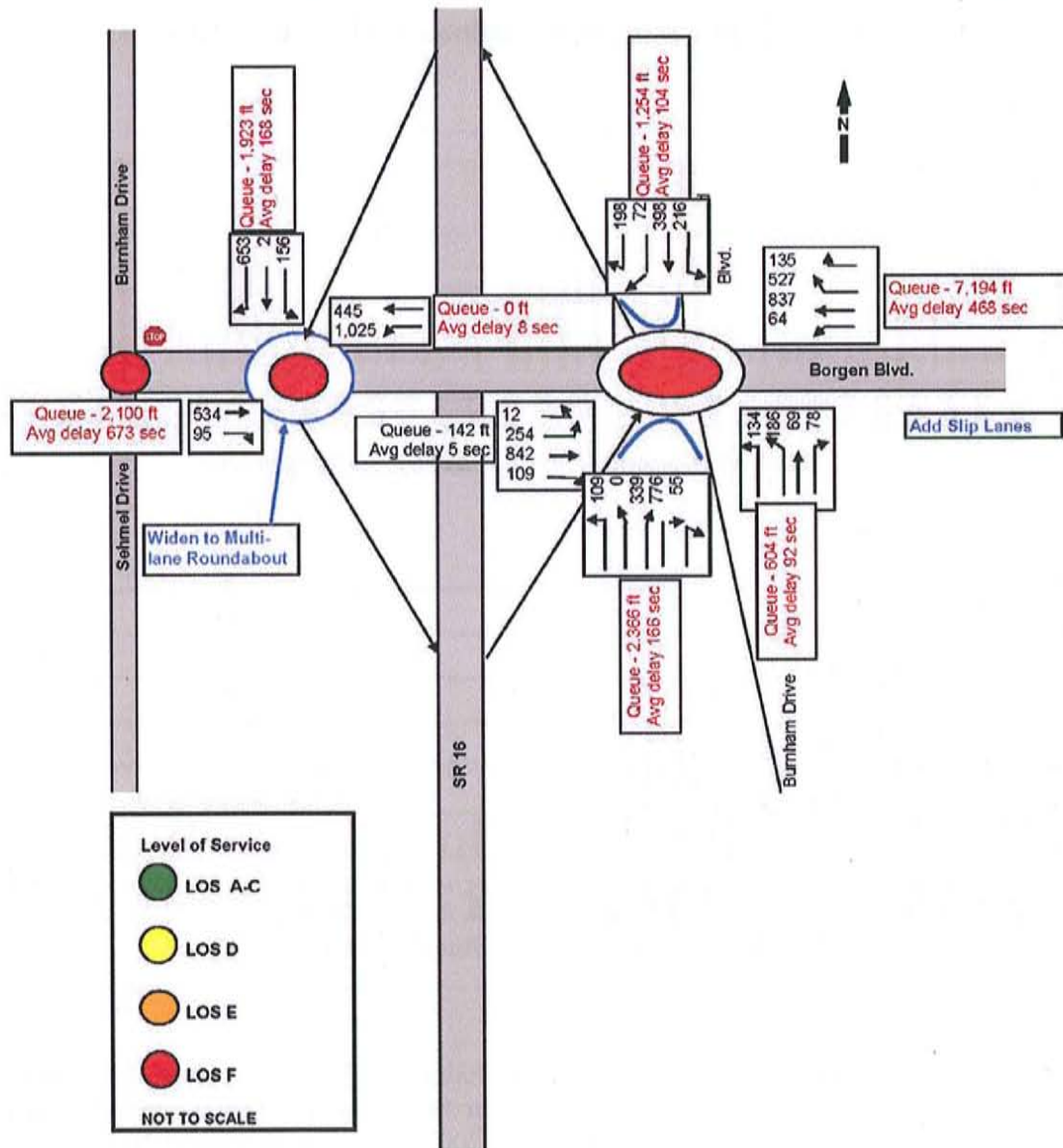
LOCHNER



Gig Harbor SR 16/Burnham/Borgen Interchange

The volumes and LOS results are illustrated on Exhibit 7 with the interim improvements. With these interim improvements both roundabouts are expected to operate at LOS F in the design year; however, the back-ups on the ramps will be significantly less than if the interim improvements are not implemented. The back-ups on the southbound and northbound off-ramps will continue to extend onto the SR 16 mainlines, causing a chokepoint on the mainline resulting in stop and go traffic, decreased highway safety, and traffic back-ups past other interchanges.

**EXHIBIT 7: 2032 PM PEAK HOUR VOLUMES & LEVEL OF SERVICE
BASELINE ALTERNATIVE & INTERIM IMPROVEMENTS**



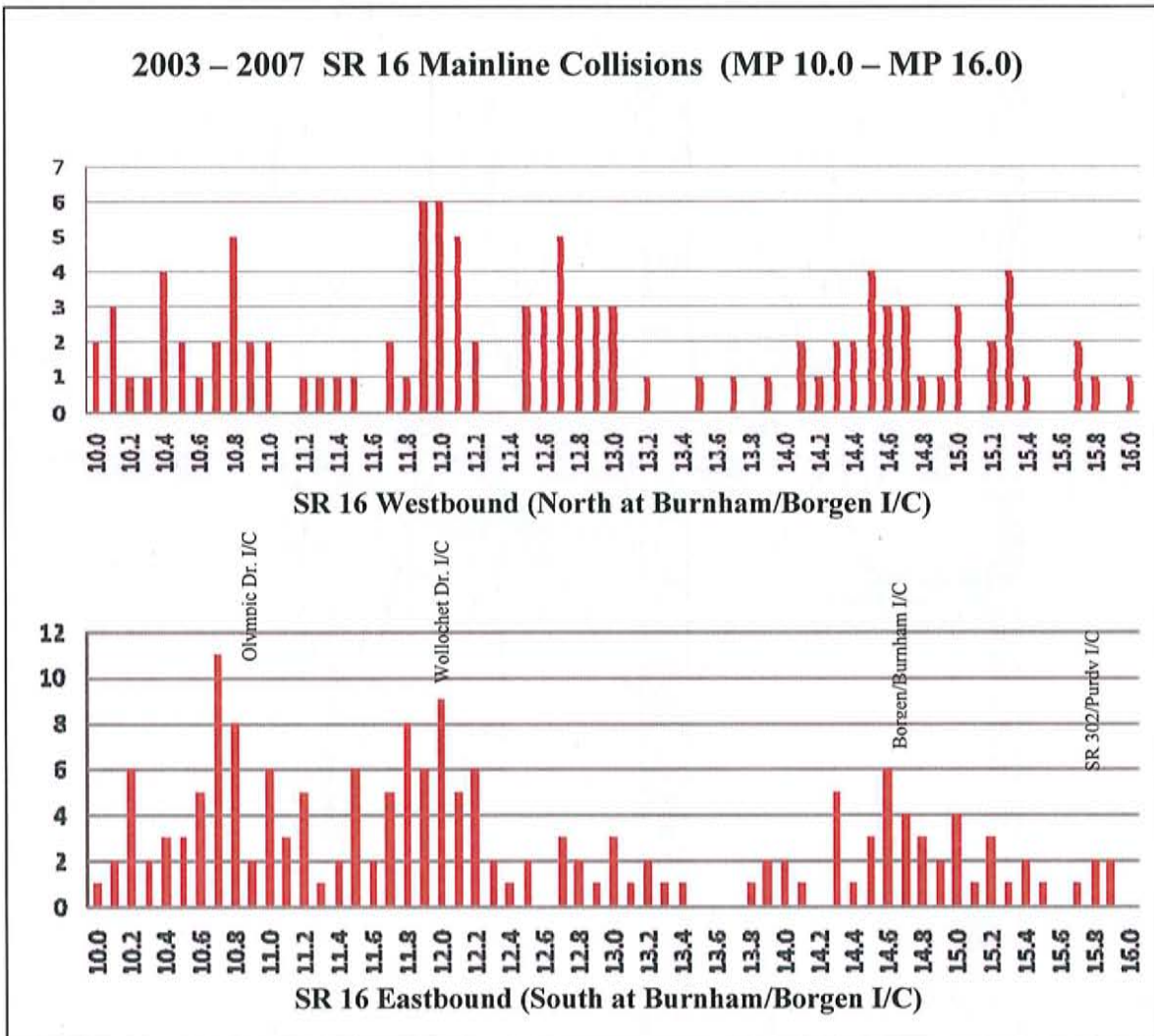
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Gig Harbor SR 16/Burnham/Borgen Interchange

Existing Geometric Deficiencies: Geometric deficiencies exist at the SR 16/Burnham/Borgen Interchange. The primary deficiencies are substandard deceleration and acceleration distances on the northbound on-ramps of about 110-feet, the northbound off-ramp of about 30-feet, and the southbound on-ramps of about 100-feet.

Safety Analysis: A safety analysis was conducted using data collected along SR 16 by the WSDOT for a five-year period starting January 2003 and ending December 2007. A summary of the number of collisions along the SR 16 mainline by mile post is shown below.



Overall, there were 545 total collisions reported during the five year period, involving 999 vehicles. Of this total, personal injuries occurred in 164 collisions. The number of collisions increased from 2003 through 2006, but decreased in 2007 after the new Tacoma Narrows Bridge

Gig Harbor SR 16/Burnham/Borgen Interchange

was opened as shown in the table below. No fatalities occurred in the study area during the five-year study period.

Collision Summary along SR 16 by Year (2003 to 2007)

| Type | Type Collision by year | | | | | Total |
|---|------------------------|------------|------------|------------|------------|------------|
| | 2003 | 2004 | 2005 | 2006 | 2007 | |
| Number of Injury Collisions | 19 | 35 | 41 | 46 | 23 | 164 |
| Number of Property Damage Only Collisions | 65 | 68 | 80 | 85 | 83 | 381 |
| Number of Fatal Collisions | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Number of Collisions | 84 | 103 | 121 | 131 | 106 | 545 |

Of the 545 total collisions over the five years analyzed, 264 collisions were reported along the ramps and intersections associated with the four interchanges along SR 16. These interchanges include SR 16/Olympic Drive, SR 16/Wollochet/Pioneer, SR 16/Burnham/Borgen, and SR 16/SR 302 interchanges. A summary of these collisions by interchange is shown below:

Collision Summary for SR 16 Ramps and Ramp Intersections

| MP | Location | Number of Collisions | Total by Interchange |
|-------|--|----------------------|----------------------|
| 10.28 | SR 16 / Olympic Dr SB On Ramp | 3 | 87 |
| 10.46 | SR 16 / Olympic Dr NB Off Ramp | 6 | |
| 10.74 | SR 16 / Olympic Dr Ramp Intersection | 69 | |
| 11.02 | SR 16 / Olympic Dr SB Off Ramp | 7 | |
| 11.19 | SR 16 / Olympic Dr NB On Ramp | 2 | |
| 11.71 | SR 16 / Wollochet Dr NB Off Ramp | 4 | 75 |
| 11.88 | SR 16 / Wollochet Dr SB On Ramp | 6 | |
| 12.01 | SR 16 / Wollochet Dr Ramp Intersection | 50 | |
| 12.17 | SR 16 / Wollochet Dr NB On Ramp | 2 | |
| 12.3 | SR 16 / Wollochet Dr SB Off Ramp | 13 | |
| 14.36 | SR 16 / Burnham Dr SB On Ramp | 1 | 89 |
| 14.56 | SR 16 / Burnham Dr NB Off Ramp | 26 | |
| 14.86 | SR 16 / Burnham Dr Ramp Intersection | 56 | |
| 15.21 | SR 16 / Burnham Dr SB Off Ramp | 3 | |
| 15.36 | SR 16 / Burnham Dr NB On Ramp | 3 | |
| 15.39 | SR 16 / SR 302 SB On Ramp | 4 | 13 |
| 15.4 | SR 16 / SR 302 NB Off Ramp | 9 | |
| | | Total | 264 |

There were a total of three collisions involving pedestrians and bicyclists. As expected, they occurred at the ramp intersections.

Gig Harbor SR 16/Burnham/Borgen Interchange

Collisions were also grouped according to type and segment in order to determine which segment types (freeway segments or ramps) are more susceptible to which collision types. In particular, categories used were: rear-end collisions, head-on collisions, fixed-object collisions, entering the stream at an-angle collisions, and an encompassing 'other' category which includes vehicle overturns, animal related collisions, and pedestrian and bicycle collisions.

Typical of freeway operations and congestion, rear-end and entering-at-an-angle collisions form the preponderance of collisions throughout the study area. This is particularly true for rear-end collisions in the freeway segment, where SR 16 traverses through the Gig Harbor downtown area.

SR 16 Collision Types

| Roadway Type | Collision Type | | | | | | | | | | | |
|------------------------------|----------------|--------------|----------|-------------|------------|--------------|----------------------|--------------|-----------|--------------|------------|-------------|
| | Rear-end | | Head on | | Fix Object | | Entering at an angle | | Other | | Total | |
| | | % | | % | | % | | % | | % | | % |
| Ramps and Ramp intersections | 74 | 28.0% | 1 | 0.4% | 31 | 11.7% | 125 | 47.3% | 33 | 12.5% | 264 | 100% |
| Freeway Segment | 133 | 47.3% | 1 | 0.4% | 44 | 15.7% | 37 | 13.2% | 66 | 23.5% | 281 | 100% |
| Total | 207 | 38.0% | 2 | 0.4% | 75 | 13.8% | 162 | 29.7% | 99 | 18.2% | 545 | 100% |

WSDOT has, since May 1, 2008, been utilizing a new policy to guide their collision analysis and prevention efforts. The policy is based on the concept of "Sites with Potential for Improvement," or SWPI. Essentially, if multiple fatal, disabling, or evident injury collisions occur within a quarter-mile radius of one another, the segment formed becomes a SWPI. These SWPI's are used to determine potential project locations for safety countermeasures. They are used to warrant further investigation to determine contributing factors as well as possible countermeasures. The SR 16 study area is not at this time on the list of SWPIs.

Summary: The area around the SR 16/Burnham/Borgen Interchange is changing and emerging as a regional center providing major medical services as well as commercial and residential development. By the 2032 design year, the SR 16/Burnham/Borgen Interchange is expected to operate at an unacceptable level of service that exceeds the City's Concurrency LOS standards even with additional local improvements. That level of service will reduce highway safety and increase congestion along SR 16 and local street connections. The current roundabout intersections, even with local street improvements will not solve the safety and congestion problems. A more efficient interchange design is needed to handle the traffic increases and improve safety.

Gig Harbor SR 16/Burnham/Borgen Interchange
Project Coordination

Biweekly meetings were held with City staff to keep the project moving forward and work out issues as they came up. Along with those meeting, numerous emails and telephone conversations took place to provide opportunities to clarify work elements and necessary project coordination.

Meetings were conducted with WSDOT to determine both the input and process that would be required to prepare for the design and construction work on SR 16. Discussions with the interested resource agencies were held to determine the concerns that would need to be addressed through the design and construction processes.

Additionally, meetings were conducted with Pierce County, the State Patrol, and the City Police. As the project studies progressed, two briefings were prepared and presented to the Citizens Working Group and the North Gig Harbor Traffic Committee on September 3, 2008 and November 5, 2008 to provide them adequate information on the progress of this review and the issues that were identified during the process. Finally, a public open house was held and the Council briefed directly on this report and the recommendations herein on November 10, 2008.

Alternatives Considered in Earlier Studies

The Level I Study investigated 16 alternatives to improve operations at the SR 16/Burnham/Borgen Interchange. These alternatives included:

- | | |
|--|---|
| 1. Over/Underpass at SR 16/96 th Street | 8. Dual Flyovers |
| 2. Half Interchange at SR 16/96 th Street | 9. Dual Loop Ramps |
| 3. 144 th Street Interchange | 10. Signalized Ramp Terminals |
| 4. Other Roadway Connections within Gig Harbor | 11. WB Flyover/EB Loop Ramp Combined |
| 5. WSDOT Frontage Road | 12. Teardrop Roundabout |
| 6. Single Point Urban Interchange (SPUI) | 13. Spread Diamond |
| 7. Tight Diamond Interchange | 14. Hospital Mitigation – Current project |
| | 15. Hospital Mitigation – Enhanced Layout |
| | 16. Split Diamond |

The conclusion from the Level I Study was that the Single Point Urban Interchange, the Dual Flyovers, and the Split Diamond alternatives should be carried forward into the Level II analysis.

The Level II Study investigated four alternatives to improve operations at the SR 16/Burnham/Borgen Interchange. These alternatives included:

- | | |
|--|------------------------------|
| 1. Modified Tight Diamond (Level I SPUI) | 3. Flyover Ramps |
| 2. Single Point Urban Interchange (SPUI) | 4. Split Diamond Interchange |

The conclusion from the Level II Study was that the Split Diamond alternative should be carried forward into preliminary design; however, the city council did not feel they had enough information to make the decision. The City decided that the Single Point Urban Interchange (SPUI) and the Split Diamond Interchange alternatives should be further examined to determine the future level of congestion using the updated City Travel Demand model, and explore potential “fatal flaws” that may preclude either of these alternatives.

Gig Harbor SR 16/Burnham/Borgen Interchange**Level III Alternatives Considered**

For the Level III analysis, the following three alternatives were evaluated using the updated City's travel demand model, more detailed analyses of configuration, environmental impacts, and an economic review to determine what, if any, fatal flaws exist.

Single Point Urban Interchange (SPUI): This alternative would replace the existing SR 16/Burnham/Borgen diamond interchange with an eight-lane bridge over SR 16 and ramps redesigned with retaining walls to intersect at a single point above SR 16. The new intersection would be signalized with dual left-turn lanes and two through lanes in each direction on Burnham Drive. The ramp right-turn lanes would be re-aligned to provide easy access onto Burnham Drive. The existing six-leg roundabout at the intersection of Canterwood Blvd./Borgen Blvd./Burnham Drive would be replaced with an expanded signalized intersection with double left-turn lanes to increase its capacity. An illustration of the redesign SR 16/Burnham/Borgen Interchange is shown on Exhibit 8.

Split Diamond Interchange: This alternative would relocate the SR 16 northbound on- and off-ramps approximately 4,500 feet south on the existing interchange location. The new northbound ramps would intersect Burnham Drive at a new roundabout intersection about 750- feet north of the 96th Street intersection. In addition, the proposed Harbor Hill Drive would be extended to the southwest to intersect Burnham Drive at the same location. Burnham Drive would also be improved to a three/four lane roadway between the new intersection and Borgen Boulevard. The existing northbound on- and off-ramps would be removed from the existing six-leg roundabout and converted to a four-leg, multi-lane roundabout with Canterwood Blvd., Borgen Blvd. and Burnham Drive. The southbound ramp roundabout with Burnham Drive will also be modified to a four-leg, multi-lane roundabout with the SR 16 southbound off-ramp redesigned as a modified loop ramp entering into the intersection on the south side of Burnham Drive. Burnham Drive and Sehmel Road will also be relocated to complete the four-leg roundabout. The Split Diamond Interchange alternative is illustrated in Exhibit 9.

SPUI with 96th Street Off-ramp and Drop Lane: Along with the Single Point Urban Interchange and the Split Diamond Interchange concepts, the Level III analysis team looked at a modification of the SPUI alternative. This third alternative would add an extra off-ramp near 96th Street and either extend a drop lane along northbound SR 16 or provide an extended northbound off-ramp to the SPUI. This extra off-ramp would provide an optional exit for traffic wishing to travel to areas south of the SPUI, thus hopefully relieving congestion at the SPUI and at the Borgen Blvd./Burnham Drive intersection. This alternative is illustrated in Exhibit 10.

Traffic Operations and Safety of Build Alternatives

The 2032 (design year) PM peak hour forecasts were generated by the City of Gig Harbor's travel demand model using their revised land use data based on current development plans and build-out of their comprehensive plan. Traffic conditions were analyzed using appropriate software including the Transportation Research Board's Highway Capacity Software for freeway operations, Synchro software for signalized and unsignalized intersections, and Sidra for roundabouts.

EXHIBIT 8: SINGLE POINT URBAN INTERCHANGE (SPUI)



Exhibit 9: SPLIT DIAMOND INTERCHANGE



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Gig Harbor SR 16/Burnham/Borgen Interchange

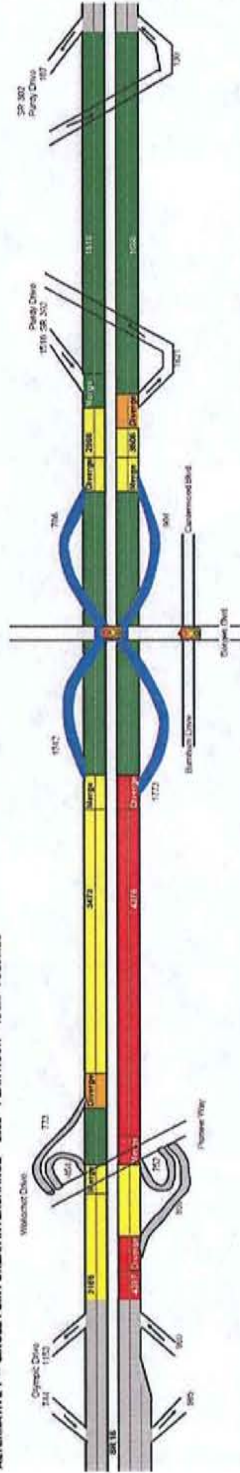
Exhibit 10: SPUI WITH 96TH STREET OFF-RAMP AND DROP LANE



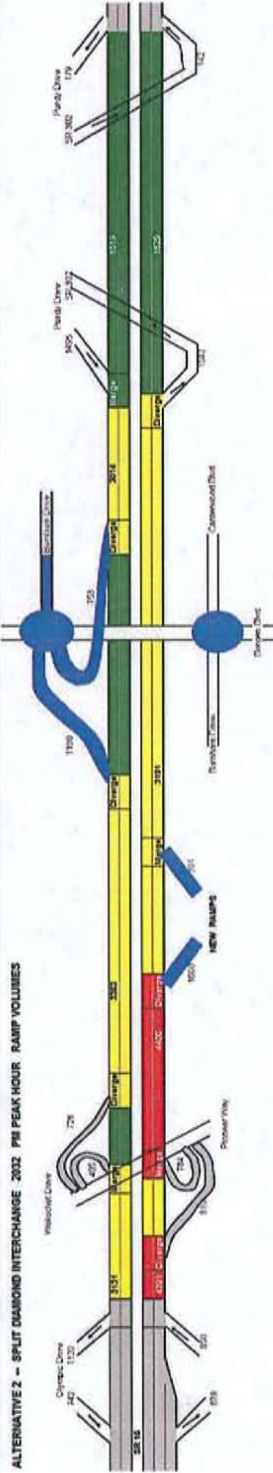
EXHIBIT 11: COMPARISON OF TRAFFIC OPERATIONS ALONG SR 16 BY BUILD ALTERNATIVE (USING HCS SOFTWARE)

COMPARISON OF 2032 PM PEAK HOUR RAMP VOLUMES AND LEVEL OF SERVICE ALONG SR 16 BY ALTERNATIVE

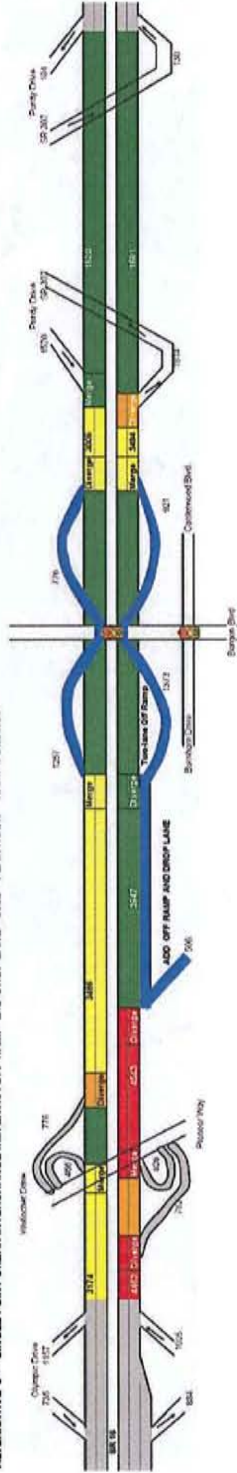
ALTERNATIVE 1 - SINGLE POINT URBAN INTERCHANGE 2032 PEAK HOUR RAMP VOLUMES



ALTERNATIVE 2 - SPLIT DIAMOND INTERCHANGE 2032 PM PEAK HOUR RAMP VOLUMES



ALTERNATIVE 3 - SINGLE POINT URBAN INTERCHANGE WITH EXTRA OFF-RAMP AND DROP LANE 2032 PEAK HOUR RAMP VOLUMES



ASSUMPTIONS: LOS IS BASED ON THE HIGHWAY CAPACITY MANUAL PROCEDURES AND DOES NOT REFLECT TRAFFIC ON RAMPS BACKING UP ONTO THE MARSHLIE LANES. THIS IS ESPECIALLY THE CASE FOR THE BASE LINE CONDITIONS WHERE LONG BACKUPS ARE EXPECTED BASED ON THE RAMP TERMINAL INTERSECTION ANALYSES AT THE 302 NB OFF-RAMP AND THE BORGREN NB & SB OFF-RAMPS

SR 16 Mainline Operations: A comparison of the freeway operations along SR 16 using the Highway Capacity Software is shown on Exhibit 11 on the previous page. As compared to the traffic conditions for the Base Conditions shown previously on Exhibit 2, traffic conditions along SR 16 are expected to improve for the SPUI and the SPUI with the extra off-ramp at 96th Street, because the off-ramps at the SR 16/Burnham/Borgen Interchange are not expected to back-up onto the mainline. For the Split Diamond Alternative, the new northbound off-ramp at 96th Street is expected to back-up along the ramp for about 620 feet from of the roundabout at its intersection with Burnham Drive and Harbor Hill Road.

Overall, traffic volumes along SR 16 are expected to slightly increase because each of the Build Alternatives improves the capacity at the SR 16/Burnham/Borgen Interchange over the Base Condition. The traffic on the northbound on-ramps at both the Olympic Drive Interchange and the Wollochet Interchange are also expected to increase as more traffic is attracted to SR 16 as its average speed is expected to increase. As compared to the posted speed of 60 mph along SR 16 south of the Burnham/Borgen Interchange, the average speeds along SR 16 from the VISSIM modeling are:

- 25 mph northbound and 43 mph southbound with SPUI Interchange Alternative
- 55 mph northbound and 34 mph southbound with SPUI Interchange Alternative
- 57 mph northbound and 45 mph southbound with Split Diamond Interchange Alternative
- 56 mph northbound and 34 mph southbound with SPUI with 96th St. off-ramp Alternative

The slow southbound speeds are caused by back-ups at the Olympic Drive and Wollochet Interchanges.

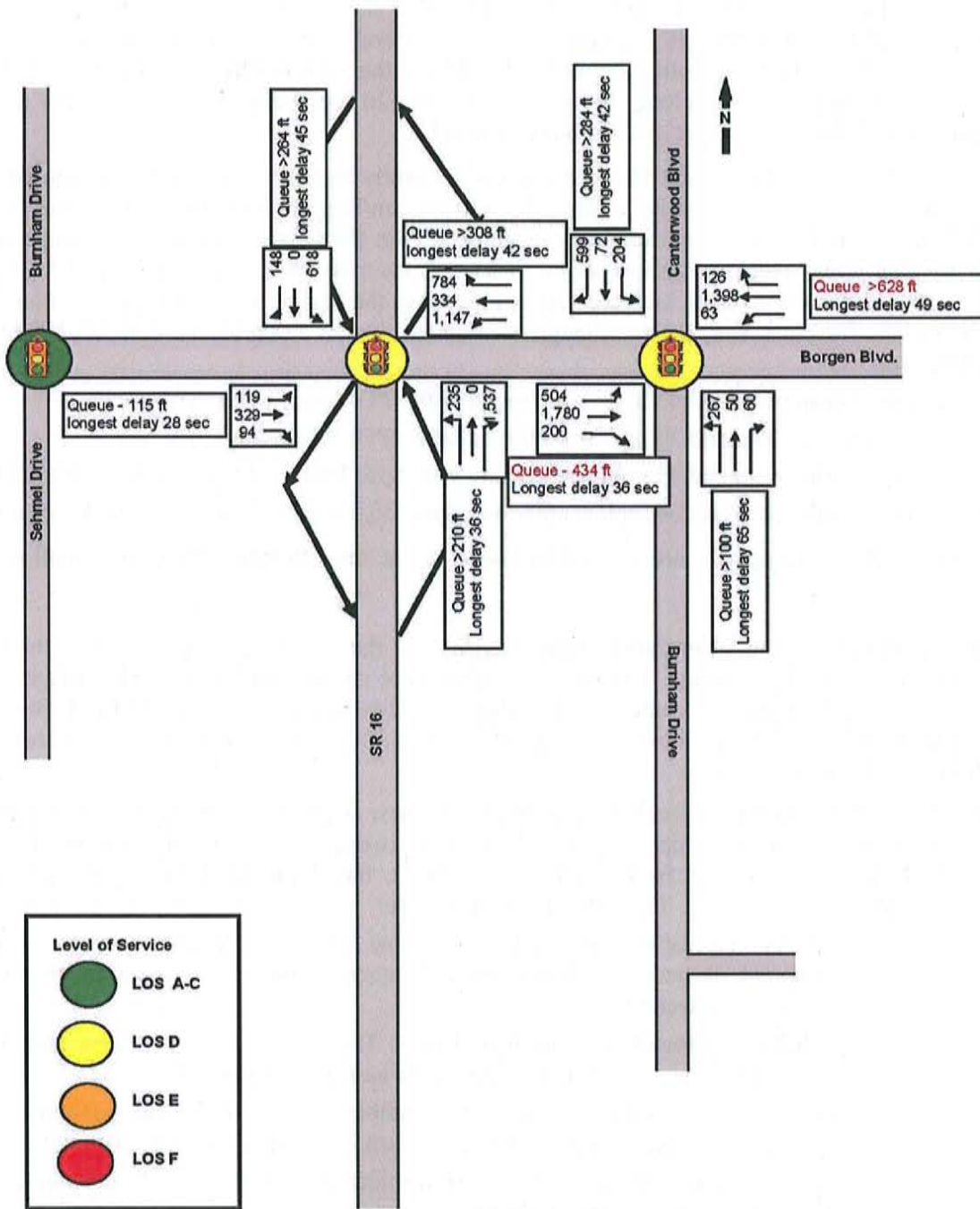
SR 16/Burnham/Borgen Interchange Operations: For the intersection operations at the SR 16/Burnham/Borgen Interchange, various intersections are considered for each alternative. In general, the ramp terminal intersection(s) with Burnham Drive and the Canterwood Blvd./Borgen Blvd./Burnham Drive intersection were analyzed for each alternative. A summary of the results by alternative is presented below.

- **Single Point Urban Interchange (SPUI):** The new single point, signalized intersection for all of the SR 16 ramps with Burnham Drive is expected to operate at LOS D with each approach ranging from LOS B to LOS D, based on the Synchro analysis, as illustrated on Exhibit 12. This intersection will have:
 - Eastbound approach on Burnham Drive: One left-turn only lanes onto the SR 16 northbound on-ramps with two through lanes. The right turning traffic exits before the intersection.
 - Westbound approach on Burnham Drive: Triple left-turn only lanes and one through-only lane. The right turning traffic exits before the intersection.
 - Southbound approach from the SR 16 southbound off-ramp: Dual left-turn-only lanes at the intersection and a single right-turn lane west of the intersection.
 - Northbound approach from the SR 16 northbound off-ramp: One left-turn-only lane at the intersection and dual right-turn lane east of the intersection.

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Gig Harbor SR 16/Burnham/Borgen Interchange

**EXHIBIT 12: 2032 PM PEAK HOUR VOLUMES & LEVEL OF SERVICE
 SINGLE POINT URBAN INTERCHANGE ALTERNATIVE**



Gig Harbor SR 16/Burnham/Borgen Interchange

The new Canterwood Blvd./Borgen Blvd./Burnham Drive intersection is also expected to operate at LOS D with the various approaches ranging from LOS B to LOS E based on the Synchro analysis. This intersection is expanded to include:

- Eastbound approach on Borgen Blvd.: Dual left-turn lanes and two through-only lanes and one through/right-turn lane.
- Westbound approach on Borgen Blvd.: One left-turn only lane, two through lanes, and one right-turn only lane.
- Southbound approach on Canterwood Blvd.: Dual left-turn lanes, one through/right-turn lane, and one right-turn-only lane.
- Northbound approach on Burnham Drive: Dual left-turn lanes, one through-only lane, and one right-turn-only lane.

As shown on Exhibit 12, the Synchro analysis also estimated the approximate 95th percentile queue length. Review of the queue lengths shows that the 308-foot length at the westbound approach at the SPUI intersection should not back-up into the Canterwood Blvd./Borgen Blvd./Burnham Drive intersection. The distance between these intersections is about 460 feet. The City of Gig Harbor has conducted additional traffic analyses using VISSIM simulation software to verify the expected length of queue and determine its impact. At the new Canterwood Blvd./Borgen Blvd./Burnham Drive intersection, the eastbound approach queue length of 434 feet for through traffic which is within the distance between the two intersections.

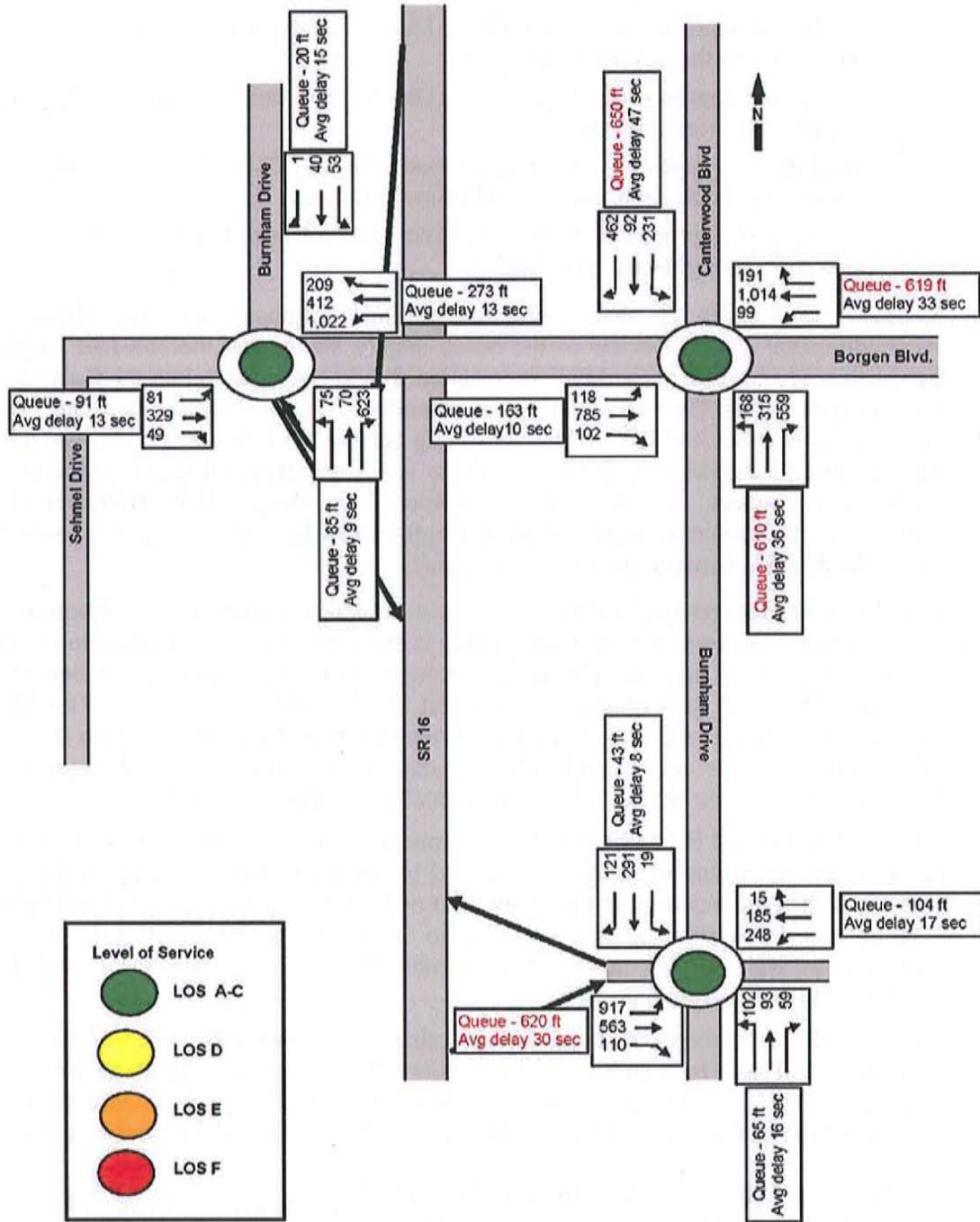
- **Split Diamond Interchange (SDI):** The new multi-lane roundabout intersection for the SR 16 southbound ramps with Burnham Drive is expected to operate at an overall LOS B based on the Sidra analysis with all movements operating at LOS B or better. A summary of the analysis is illustrated on Exhibit 13. This intersection will have the SR 16 southbound off-ramp reconfigured as a loop ramp entering Burnham Drive on the south side. Burnham Drive and Semhel Drive are also revised. Each approach assumes two lanes entering with one or two exiting the roundabout for each approach.

The new Canterwood Blvd./Borgen Blvd./Burnham Drive multi-lane roundabout without the northbound on- and off-ramps is expected to operate at LOS C based on the Sidra analysis with some movements operating at D or E. Each approach for this roundabout assumes two lanes entering and one or two lanes exiting the roundabout for each approach, as well as slip ramps from Burnham Drive to Borgen Blvd. and from Canterwood Blvd. to Burnham Drive.

The new SR 16 northbound ramps with Burnham Drive and a new Harbor Hill Road intersection will also be a multi-lane roundabout with two lanes entering and one or two lanes exiting the roundabout at each approach. This new roundabout is expected to operate at LOS C based on the Sidra analysis with all movements operating at LOS C or better.

As shown on Exhibit 13, the Sidra analysis indicated the approximate 95th percentile queue length for each movement. For the SR 16 southbound roundabout, the queue length analysis shows that a 273-foot queue will occur at the westbound approach along

**EXHIBIT 13: 2032 PM PEAK HOUR VOLUMES & LEVEL OF SERVICE
 SPLIT DIAMOND ALTERNATIVE**





Gig Harbor SR 16/Burnham/Borgen Interchange

Burnham Drive. The distance between these intersections is about 630 feet. The back-up from the new SR 16 northbound off-ramp will be about 620 feet while the off-ramp is about 2800 feet long because of the grade change between SR 16 and Burnham Drive. This queue length should not affect mainline SR 16 traffic. The City of Gig Harbor has conducted additional traffic analyses using VISSIM simulation software to verify the expected length of queue and determine its impact.

- **SPUI with 96th Street Off-ramp:** The new single point, signalized intersection for all of the SR 16 ramps with Burnham Drive has the same layout as the SPUI alternative but with the addition on a new off-ramp near 96th Street that is combined with the SPUI off-ramp. The SPUI intersection with Burnham Drive is expected to operate at LOS D based on the Synchro analysis, illustrated on Exhibit 14.

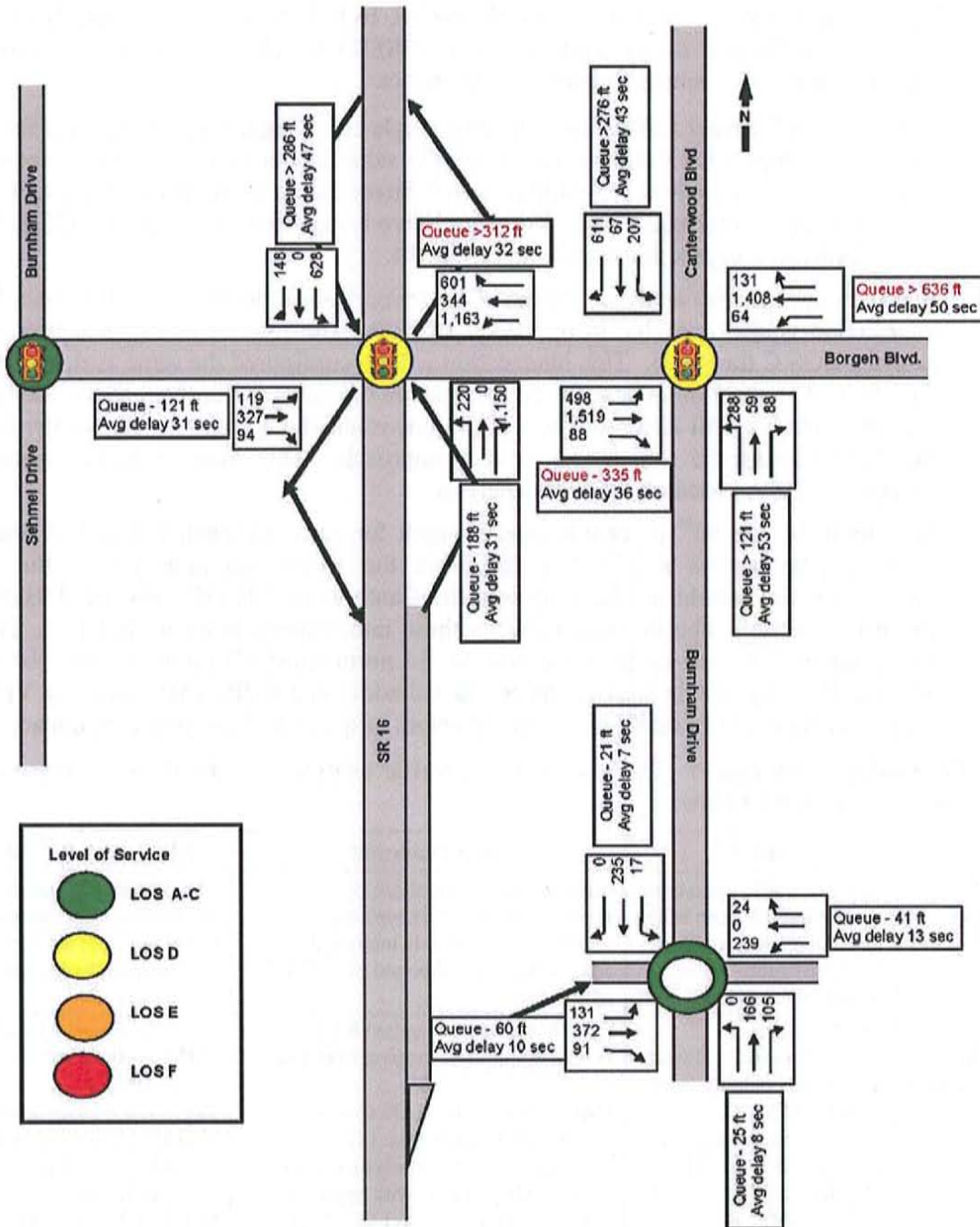
Based on the Synchro analysis, the new Canterwood Blvd./Borgen Blvd./Burnham Drive intersection is also expected to operate at LOS D. The LOS at this intersection is just over the LOS C threshold. This intersection will be configured the same as described for the SPUI. The junction of new SR 16 northbound off-ramp at Burnham Drive with a new section of Harbor Hill Road will be a multi-lane roundabout with two lanes entering and two lanes exiting the roundabout at each approach. This roundabout is expected to operate at LOS A based on the Sidra analysis.

In Exhibit 14, the 95th percentile queue length for each approach is listed. Review of queue lengths shows a 312 foot length at the westbound approach at the SPUI intersection that would not back-up into the Canterwood Blvd./Borgen Blvd./Burnham Drive intersection. The distance between these intersections is about 460 feet. Due to low volumes, the back-up from the new SR 16 northbound off-ramp will only be about 60 feet. The City of Gig Harbor has conducted additional traffic analyses using VISSIM simulation software to verify the expected length of queue and determine its impact.

Traffic Analysis Summary: The results of the traffic analyses for the three alternatives are summarized in the table below:

| | SPUI | Split Diamond | SPUI with 96th St. Ramp |
|---------------------------------|--|---|--|
| SR 16 Traffic Operations | Improve traffic operations by eliminating ramp back-ups onto mainline. Does not significantly change interchange spacing. | Improve traffic operations by eliminating ramp back-ups onto mainline. Will provide increased spacing to the northbound SR 302 off-ramp. | Improve traffic operations by eliminating ramp back-ups onto mainline. Does not significantly change interchange spacing. |
| Local Traffic Operations | SPUI signalized intersection -LOS D with approaches ranging from LOS C to D. Canterwood intersection – LOS D with approaches ranging from LOS D to E. Longest queue is ~630' along Borgen Blvd. | Southbound ramp terminal RAB – LOS B with approaches ranging from LOS A to B. Canterwood RAB – LOS C with approaches ranging from LOS B to D. New northbound ramps with Burnham Drive RAB – LOS C with approaches ranging from LOS A to LOS C; Queue on northbound off ramps extending ~620'. | SPUI signalized intersection - LOS D with approaches ranging from LOS C to D. Canterwood intersection – LOS D with all approaches operating at LOS D. Longest queue is ~640'. New northbound off-ramps with Burnham Drive RAB – LOS A with approaches ranging from LOS A to LOS B. |

**EXHIBIT 14: 2032 PM PEAK HOUR VOLUMES & LEVEL OF SERVICE
 SPUI WITH 96th STREET OFF-RAMP & DROP LANE**



Gig Harbor SR 16/Burnham/Borgen Interchange**Environmental Considerations**

The three alternatives (SPUI, Split Diamond, and SPUI plus 96th Off-ramp) are not dramatically different in terms of overall environmental issues, as shown on Exhibit 15. All have some wetland impacts and some stream impacts, and all will have to deal with stormwater runoff; however, there are differences. The SPUI plus 96th off-ramp would have about one acre more wetland impact (2.6 acres total) than the Split Diamond or SPUI alternatives (1.5 and 1.6 acres total, respectively). Because of the larger wetland impact acreage and the high proportion that is Category II wetland, the mitigation costs for the SPUI plus 96th Off-ramp would also be the highest. A wetland survey and delineation will be needed during the design stage to confirm the amount of wetland impacts and type of wetlands. The wetland rating of each affected wetland should be checked and updated to make sure some are not rated higher than warranted. Wetland and stream distributions are illustrated in Exhibit 16.

The stream impacts of all three alternatives would be to portions of stream that have previously been adversely affected by development activities. Where McCormick Creek crosses under SR 16 and the SR 16/Burnham/Borgen Interchange, it has been channelized, culverted, and/or moved previously. North Creek has been affected by gravel quarrying, road building, and the building and maintaining of an electric power line. Both streams have the Endangered Species Act listed Puget Sound steelhead trout and currently unlisted coho and chum salmon downstream of the project area, prevented from using the reach of the stream where the project would occur by various stream barriers (usually culverts). Therefore, direct impacts would not be occurring in habitat currently used by these species. However, impacts to the water by the project could be carried downstream. There is a desire and intent to eliminate the obstacles to fish passage over time so that the various fish species could use the now inaccessible reaches of the streams. The SPUI and SPUI plus 96th off-ramp alternatives have the largest direct impacts to the streams. However, they may also have the greatest opportunity to improve the already-degraded stream reaches. The trade-offs will need to be discussed with the National Marine Fisheries Service and the Washington Department of Fish and Wildlife to determine final permit requirements.

The SPUI and SPUI plus 96th off-ramp appear to work with the proposed environmental mitigation and storm water facilities for the interim improvements without undoing anything that will be done, while the Split Diamond would appear to compromise a storm water pond/facility that would be part of the interim improvements.

The permitting difficulty is also likely to be similar among the alternatives. An individual Corps permit will be required, which also requires a 404(b)(1) Alternatives Analysis. This analysis is intended to show that the least environmentally damaging practicable alternative is chosen and that wetlands and waters of the U.S. have been avoided and impacts minimized to the extent possible. Storm water management and proposed changes in the creek and existing culverts will be determining factors in finally distinguishing both the practicability and the impacts, as well as mitigation costs among the alternatives. Costs as well as how the alternatives meet the need to solve the impending traffic problems will likely be major factors in determining the practicability.

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EXHIBIT 15: ENVIRONMENTAL COMPARISON OF ALTERNATIVES

| Issue | SPIU | Split Diamond | SPIU plus 96 th Off-ramp | Permit Timeline | Permit Difficulty | Cost |
|--|---|---|---|---|---|--|
| Wetlands | 1.6 acres total permanent fill 1.47 acres Category II 0.08 acre Category III 0.08 acre Category IV | 1.5 acres total permanent fill 1.18 acres Category II 0.34 acre Category III | 2.6 acres total permanent fill 2.39 acres Category II 0.08 acre Category III 0.08 acre Category IV | Permitting timelines would be similar for all alternatives. As all the same permits would be required. (Should be doable within 1 year) | The 404 (b) (1) needs to be carefully done to avoid having no choice other than the alternative with the lowest amount of wetland impact. Ratings also need to be checked - may not be correct. | Mitigation: SPIU = \$469,000 Split Diamond = \$422,000 SPIU plus Off-ramp = \$745,000 |
| Streams | McCormick Creek would be affected in 3 segments. Number of culverts would be reduced from 4 to 2 and total length reduced from 800 feet to 650 - 770 feet. New stream channel for 1,100 feet. | McCormick Creek would be affected in 1 open segment and 2 culvert segments. Number of culverts could be reduced from 4 to 2 and total length reduced from 800 feet to about 450 - 570 feet. New channel 260 - 880 feet. | Same stream impacts as SPIU plus a new culvert up to 200 feet long crossing North Creek near 96 th . | Permitting timelines may be similar for all alternatives, if mitigation is attractive. All the same permits would be required, but the more stream relocation that is required, the greater the difficulty, generally. However, the more fish-friendly the final result, the easier to permit. (Should be doable within 1 year) | The SPIU and SPIU plus Off-ramp alternatives would affect the most linear length of stream. | The SPIU and SPIU plus Off-ramp would likely be more expensive (\$550,000 versus \$140,000 to 440,000) because of more stream relocation issues. Likely to be pressure to make existing culverts fish friendly under all alternatives. |
| ESA Species/ Essential Fish Habitat | Listed steelhead and unlisted salmon downstream. More channel realignment and in-water work likely. Amount of stream channel improvement opportunity similar. | Less channel realignment required. Amount of stream channel improvement opportunity similar. | Similar to SPIU for McCormick Creek. North Creek has same steelhead and salmon downstream. Below several partial barriers | Timeline would be similar. (Should be doable within 1 year) | This will be determined by what is offered for mitigation of existing fish-passage and habitat issues. | Costs likely to be similar |
| Stormwater | More new pavement suggests more area needed for storm water management. | Somewhat less new pavement may present less demand for space for storm water. | Most new pavement/storm water to manage, but more area available for IL. | Depends on design. | Depends on how it affects wetland and stream impact. | Depends on design. |
| Interaction with Interim Project | Appears compatible. | A storm water pond to be built for Interim Project would be eliminated or compromised. | Appears compatible. | Probably not predictably different. | Depends on how the whole design package is negotiated with agencies. | Costs depend on final designs. |

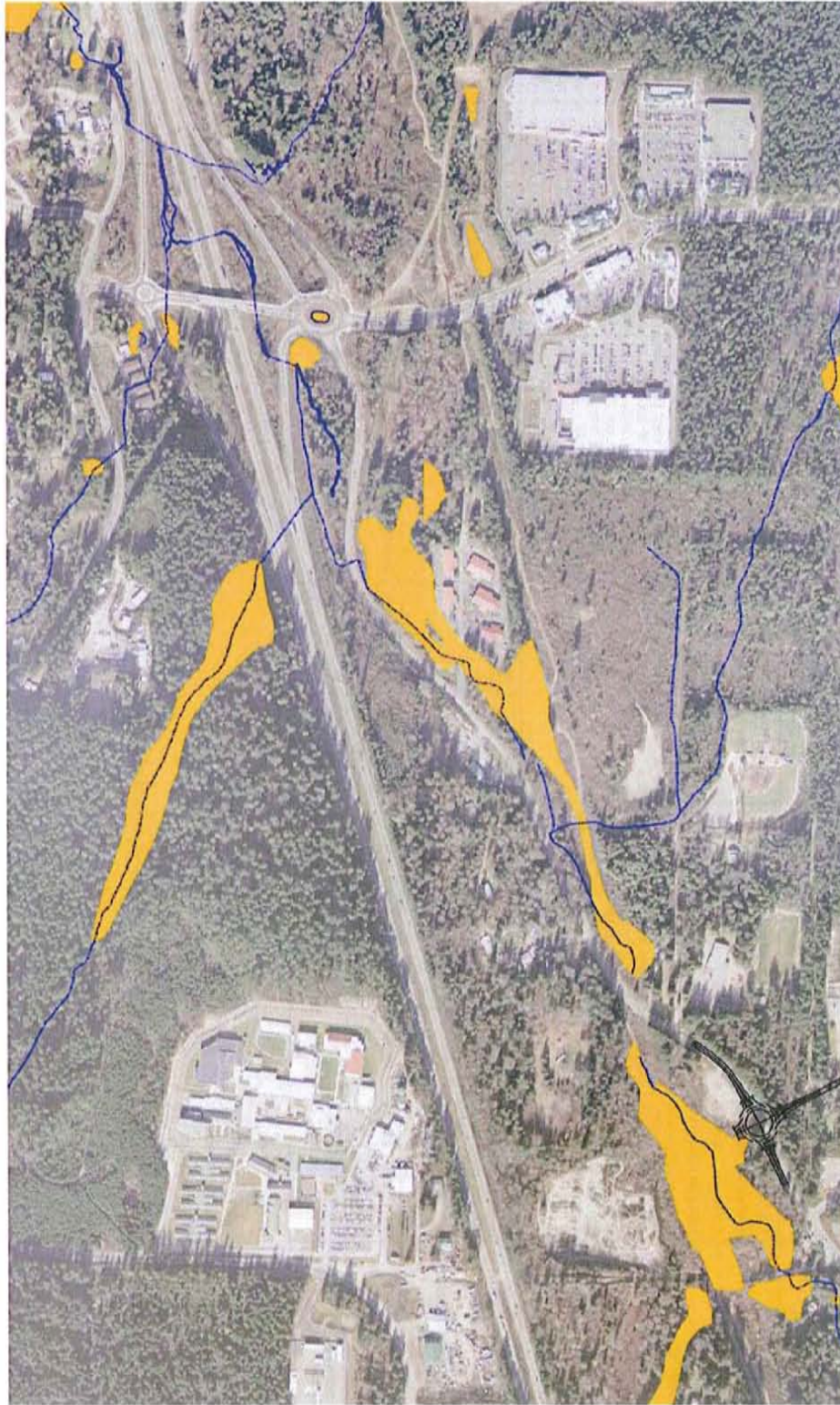
Category II wetland mitigation ratio 3:1
 Category III wetland mitigation ratio 2:1
 Category IV wetland mitigation ratio 1.5:1
 Wetland Mitigation costs assumed to be \$100,000/acre (not including land costs)
 Stream relocation costs assumed to be \$50,000/100 linear feet (not including removal of abandoned ramps)



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EXHIBIT 16: WETLAND AND STREAM DISTRIBUTIONS NEAR THE SR 16/BURNHAM/BORGEN INTERCHANGE



Source: URS "Environmental Analysis Report - Gig Harbor SR 16 / Burnham / Borgen Phase I, September 29, 2008

LEGEND:

- Wetland
- Stream



Constructability

The three alternatives can and will be designed to meet current WSDOT full design standards. Each alternative will need to be constructed in stages to maintain traffic during construction. The Split Diamond alternative will likely cause less disruption to the cross traffic. None of the alternatives have a fatal flaw from a constructability point of view.

Planning Level Cost Analysis

Planning level costs have been developed for the three alternatives, as summarized on Exhibit 17. The costs are based on WSDOT planning level construction cost guides and the concept drawings. These concepts will be refined during the design process to balance cuts and fills and refine the alignment to minimize impacts and construction costs. Because of the low level of design and uncertainty of quantities and unit costs, risk values of 20% to 40% have been used and applied to the base quantities or cost. A breakdown of cost by construction element is contained in the appendix. Right of way costs were developed by WSDOT based on preliminary conceptual plans for construction only, and do not include right of way drainage and environmental mitigation.

EXHIBIT 17: SUMMARY OF CAPITAL COSTS BY ALTERNATIVE

| | SPUI | SPUI | Split Diamond | Split Diamond | SPUI with 96 th St. Off-ramp & Drop Lane | SPUI with 96 th St. Off-ramp & Drop Lane |
|---------------------------------|---------------|---------------|----------------|----------------|---|---|
| | Without Risk | With Risk | Without Risk | With Risk | Without Risk | With Risk |
| Construction Costs | \$54.6 | \$75.0 | \$70.3 | \$95.7 | \$100.5 | \$138.2 |
| Preliminary Engineering | \$11.1 | \$15.2 | \$14.3 | \$19.4 | \$20.3 | \$28.0 |
| Right of Way | | | \$15.4 | \$20.0 | \$10.0 | \$12.9 |
| Environmental Mitigation | \$1.1 | \$1.4 | \$0.9 | \$1.2 | \$1.4 | \$1.8 |
| Permitting | \$0.5 | \$0.7 | \$0.5 | \$0.7 | \$0.5 | \$0.7 |
| TOTAL | \$67.3 | \$92.3 | \$101.4 | \$137.0 | \$132.7 | \$181.6 |

The above opinion of costs is a planning level estimate only, based on the best available information and not on a detailed engineering study and is supplied as a comparison analysis. Many item have various degree of risk associated with them. An estimate of risk (ranging from 20 to 40 percent) was assigned to the various construction elements. The degree of unknowns was also raised from 25 to 40 percent.

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Construction cost includes labor, materials and equipment to build the project. It also includes mobilization, sales tax (8.4%) and construction management/inspection. Construction costs are for the interchange improvements and do not include costs for the Harbor Hill Road extension or for Burnham Drive widening.

Right of way costs include roadway elements only and do not include areas for new storm water treatment or environmental mitigation. Right of way for interchange improvements, some Burnham Drive widening at the new roundabout at Harbor Hill Road and for the Harbor Hill Road extension are included. Conceptual Right of way costs were estimated by WSDOT based on preliminary conceptual plans and adjusted by the project team.

Environmental Mitigation includes wetland and stream restoration; it does not include right of way.

Economic/Business Review

An economic/business review was conducted to document the anticipated economic effects of the proposed changes to the SR 16 Burnham/Borgen Interchange and its adjacent businesses. It is important to note that this brief review is not intended to be a comprehensive economic impact study.

The relative economic impacts of the two primary design options, either the SPUI alternative or the Split Diamond alternative, were reviewed by conducting interviews of area businesses and property owners and performing an analysis of traffic flow related to retail sales. To estimate roadway traffic volumes under changed conditions, each option was simulated utilizing the City's urban area transportation model.

Eleven businesses or property owners were interviewed the week of July 14, 2008 and on September 26, 2008. Both large and small retailers were included, as were realtors and property developers with interests in the immediate area. In general, there were two levels of impact discussed by those who were interviewed, namely impact during construction and long-term impact based on changes in travel time represented by the two alternatives.

Almost all individuals stressed the importance of maintaining efficient access to the new hospital. There was a concern that life/safety issues associated with emergency vehicle access over-rides other concerns for businesses and individuals. Additionally, interviewees from the west side of the highway expressed a similar concern for access to and from the Gig Harbor Fire & Medic One.

Four individuals interviewed were from the real estate/development community. Comments that stemmed from these interviews are:

- Access for the type of development along Borgen Boulevard is critical.
- If the Split Diamond had been in place prior to location decisions, there is a great likelihood that particular decisions would not have been made due to unfavorable access.
- Impacts on businesses during construction must be considered and minimized; the long-term impacts of diminished access are far more critical.

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- Decisions by new business coming to the area accessed by the interchange will be affected if access is impacted in a negative way – in the option of the business owners, the Split Diamond will negatively impact access.

The large store retailers made the following comments:

- The current ease of access was a determining factor in the selection of the current sites for their businesses.
- During construction, access will be disrupted, and shopping patterns can change that will make it difficult, if not impossible, to retain customers.
- Current traffic is of concern, but is most challenging during holidays and tourist season.
- The existing roundabouts are resulting in increased congestion and, therefore, negatively impacting access.
- They believe the Split Diamond concept will negatively impact access.

The smaller store retailers had the following concerns:

- Access is critical to business operations and overall traffic is worsening.
- Disruption of traffic during construction needs to be handled with care.
- Some customers will adjust to a change in travel pattern, but if the route is inconvenient, there will be a permanent loss of sales.
- Access must be maintained at the current interchange.
- A temporary route should be in place before access is disrupted.

Many of the retailers have data indicating that stores impacted by street reconstruction experience a 15%-20% loss of sale during construction, and as much as a permanent 5% loss if a competitor is in the market. Retailers will have to “buy back” many customers through promotions.

Due to the differences that occur with each alternative, the travel demand model shows the SPUI alternative generation more “vehicles passing by,” resulting in increased business. This increased business can mean in impact of over \$100 million in sales for local retailers, generating between \$250,000 and \$500,000 more in retail sales tax for the City of Gig Harbor. For further details about this brief review, contact the City of Gig Harbor to review the complete Economic/Business Review Report.

Evaluation Methodology

The City chose to use a rating methodology designed to provide an unbiased selection of the preferred alternative. It is similar to the process used in the Level II analysis, and is based on a matrix of the attributes considered critical to selecting an alternative that is acceptable to a broad set of stakeholders. A Rating Panel of those stakeholders was assembled to carry out the rating process. The Rating Panel members represented WSDOT, Pierce County, the City of Gig Harbor, and the project team.

The attributes used in the Level II Analysis were:

- Traffic Operations on SR 16



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- Traffic Operations on Local Streets
- Constructability
- Utility Impacts
- Right-of-Way Impacts
- Compatibility with the Interim Improvements
- Need for Additional Projects
- Environmental Impacts

The Level III project team and City Staff identified the preliminary attributes and discussed them with the Rating Panel. Based on these discussions a final list of performance attributes and their definitions we agreed to by the Rating Panel. The attributes listed and defined below will be used for the Level III Analysis.

**PERFORMANCE ATTRIBUTE & REQUIREMENTS DEFINITIONS
SR 16 Burnham Drive/Borgen Boulevard Interchange Options**

| Performance Attribute | Definition |
|---|---|
| Traffic Operations on SR 16 | Operations on SR 16 mainline and ramps (Level of Service, travel time, density, speed, queue length) |
| Traffic Operations on Local Streets | Traffic Operations and access on city and county streets (Level of Service, queue length) |
| Existing Business Impacts | Travel times, relative negative impact to, and acceptance by area businesses |
| Impacts during Construction | Phasing, maintenance of traffic during construction and impact to traveling public and businesses |
| Safety | Accident potential, including collision types |
| Environmental Impacts | Wetlands, Streams, EJ, Cultural Resources, Storm water, Etc. |
| Utility Impacts | Water, Sewer, Power, High Voltage, Relocation or Reconstruction |
| Right-of-Way Impacts | Need to acquire / purchase R/W (Business vs Residential) |
| Additional Road Projects | Additional projects required on SR16, in the City, and Pierce County for traffic distribution and keep acceptable level of service at critical intersections. |
| Compatibility with Interim Improvements | Interim project on existing Interchange to mitigate for traffic impacts (minimize throw away) |
| Non-motorized Accessibility | Ease and Safety of Non-motorized use |
| Future Development Opportunities | Access to undeveloped properties |



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The Rating Team then discussed how the performance attributes would be scored and set the low, median, or high scale definition for each attribute. The following table identifies the scale definition to be used for each attribute. A scoring of 1 to 10 will be used for each attribute.

**PERFORMANCE ATTRIBUTE SCALE
SR 16 Burnham Drive/Borgen Boulevard Interchange Options**

| Performance Attribute | Performance Rationale for Baseline Concept * |
|---|--|
| Traffic Operations on SR 16 | 5 = No degradation of level of service or operations at or near the interchange; does not decrease existing spacing between on and off ramps to less than 1 mile |
| Traffic Operations on Local Streets | 5 = All intersections operate at or above LOS D, acceptable v/c and queue (95th) |
| Existing Business Impacts | 5 = Minimal existing business impact, moderate business acceptability, no change in travel time |
| Impacts during Construction | 5 = Maintains access to Borgen Blvd throughout construction and allows flexibility in future improvements. |
| Safety | 5 = Manageable potential safety issues throughout the completed project area |
| Environmental Impacts | 5 = Mid-range environmental impacts from proposed project |
| Utility Impacts | 10 = No utility relocations |
| Right-of-Way Impacts | 5 = Least R/W acquisition required without relocation of existing residents or businesses |
| Additional Road Projects | 5 = Project requires the construction of City projects identified in the current TIP for intersection operational criteria to be satisfied |
| Compatibility with Interim Improvements | 10 = Project does not require removal of interim improvements |
| Non-motorized Accessibility | 10 = Full bicycle and pedestrian access provided |
| Future Development Opportunities | 0 = No access |

*Note: The performance rationale is generally based on the median outcome, with ratings between 1 and 10, with 5 being the median.

Once the Rating Panel agreed on the performance attribute, their definition, and scoring parameters, the attributes were entered into a spreadsheet matrix for evaluation and agreement by the Rating Panel. Each attribute was assigned a letter for simplicity of entering its value into the matrix. No particular order was selected as the matrix is designed to rate all of the attributes against one another for level of priority and weighting. The Rating Panel was asked to compare

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each of the attributes above and below it, and determine which of the attributes, when considered against that attribute, had the highest priority in that column. Each listed attribute was compared to the rest of the list in turn. The attribute that has the highest priority or value is selected and the letter of that attribute is noted in the matrix. For each attribute the total times its letter is listed is the raw score for that attribute. In the event that two attributes are considered equal in priority or value, both are entered into that matrix box, and each receives a half point. For example, if the letter "H" appears anywhere in the matrix six times, and is split between it and another letter one more time, then the "H" attribute gets 6 ½ points.

To obtain the relative weighting of the attributes, the points for each attribute is divided by the total points to obtain a percentage of its value measured against the others. That percentage number is then rounded to the nearest digit for calculating the weight of that attribute. The effect then is that the attribute weighting comes from agreement on priority of attributes, as shown below.

| PERFORMANCE ATTRIBUTE SCALE | | | | | | | | | | | | | | |
|---|---|-----|-----|---|-----|---|-----|---|---|-----|---|-------|------|-------|
| SR 16 / Burnham Drive / Borgen Boulevard Interchange Options | | | | | | | | | | | | | | |
| <i>Priority Selection</i> | | | | | | | | | | | | TOTAL | % | |
| Traffic Operations SR16 | A | A | A | A | A | A | A | A | A | A | A | A | 12.0 | 15.0% |
| Traffic Operations Local Streets | B | B/D | B | B | B/G | B | B | B | B | B/M | B | | 9.5 | 12.0% |
| Existing Business Impacts | D | D | F | G | D | D | D/K | D | D | D | | | 8.0 | 10.0% |
| Impacts during Construction | E | F | G | I | J | K | L | M | E | | | | 2.0 | 3.0% |
| Safety | F | F | F | F | F | F | F | F | | | | | 10.0 | 13.0% |
| Environmental Impacts | G | G | G | K | G | M | G | | | | | | 7.5 | 10.0% |
| Utility Impacts | I | J | K | L | M | N | | | | | | | 2.0 | 3.0% |
| R/W impacts | J | K | J/L | M | J/N | | | | | | | | 4.0 | 5.0% |
| Additional Road Projects | K | K/L | K | K | | | | | | | | | 8.0 | 10.0% |
| Compatibility with Interim Improvements | L | L | L/N | | | | | | | | | | 5.5 | 7.0% |
| Non-Motorized Accessibility | M | M | | | | | | | | | | | 6.5 | 8.0% |
| Future Development Opportunities | N | | | | | | | | | | | | 3.0 | 4.0% |
| | | | | | | | | | | | | 78.0 | 100% | |

Note: The formulas in the percent column will automatically round-off to the nearest percentage point. Please review the percentage total to ensure that it equals 100% (sometimes due to the rounding the individual scores the rounded totals do not equal 100%, many times they will equal 101). Please review the check column and manually adjust the percentage column by inputting whole numbers into the percentage (rounding up or down) so the total equals 100.

Any columns and rows that are not used are then hidden, which may leave the alignment off a bit. The results however are unaffected.



Gig Harbor SR 16/Burnham/Borgen Interchange

Evaluation of Alternatives

A summary of the findings for each alternative by evaluation attributes is shown on Exhibit 18.

EXHIBIT 18: SUMMARY OF ANALYSES FINDINGS BY ALTERNATIVE

| | SPUI | Split Diamond | SPUI with 96th St. Ramp |
|------------------------------------|--|--|--|
| SR 16 Traffic Operations | Improve traffic operations by eliminating ramp back-ups onto mainline. Does not significantly change interchange spacing. | Improve traffic operations by eliminating ramp back-ups onto mainline. Will provide increased spacing to the northbound SR 302 off-ramp. | Improve traffic operations by eliminating ramp back-ups onto mainline. Does not significantly change interchange spacing. |
| Local Traffic Operations | SPUI signalized intersection -LOS D with approaches ranging from LOS C to D. Canterwood intersection – LOS D with approaches ranging from LOS D to E. Longest queue is ~630' along Borgen Blvd. | Southbound ramp terminal RAB – LOS B with approaches ranging from LOS A to B. Canterwood RAB – LOS C with approaches ranging from LOS B to D. New northbound ramps with Burnham Drive RAB – LOS C with approaches ranging from LOS A to LOS C; Queue on northbound off ramps extending ~620'. | SPUI signalized intersection - LOS D with approaches ranging from LOS C to D. Canterwood intersection – LOS D with all approaches operating at LOS D. Longest queue is ~640'. New northbound off-ramps with Burnham Drive RAB – LOS A with approaches ranging from LOS A to LOS B. |
| Cost Factor | \$67.3 to \$92.3 | \$101.4 to \$137.0 | \$132.7 to \$181.6 |
| Existing Business Impacts | Long term business prospects better with SPUI. | Because of longer access time to SR 16 northbound and from SR 16, business prospects are lower. | Long term business prospects better with SPUI. |
| Impacts During Construction | Staged construction; traffic disruptions | Staged construction; less traffic disruptions than other two alternatives | Staged construction; less traffic disruptions than SPUI alone. |
| Safety | With less congestion from back-ups onto SR 16, safety is improved. | Safety is improved since back-ups are not expected to extend onto SR 16 mainline, but traffic may still slow, thus creating some safety issues. | With less congestion from back-ups onto SR 16, safety is improved. |
| Environmental Impacts | 1.6 acres total permanent fill (1.47 acres Category II; 0.08 acre Category III; 0.08 acre Category IV). New stream channel for 1,100 feet. Provide new or extend existing wetland to meet requirements. Construct new stream through interchange that is fish passable. Permitting issues will be similar for all alternatives. | 1.5 acres total permanent fill (1.18 acres Category II; 0.34 acre Category III). New stream channel 280 – 880 feet plus a new culvert up to 200 feet long crossing North Creek near 96 th . Provide new or extend existing wetland to meet requirements. Construct new stream through interchange that is fish passable. Improve stream at new northbound ramps. Permitting issues will be similar for all alternatives. | 2.6 acres total permanent fill (2.39 acres Category II; 0.08 acre Category III; 0.08 acre Category IV). Same stream impacts as SPUI plus a new culvert up to 200 feet long crossing North Creek near 96 th Street. Provide new or extend existing wetland to meet requirements. Construct new stream through interchange that is fish passable. Permitting issues will be similar for all alternatives. |

EXHIBIT 18: SUMMARY OF ANALYSES FINDINGS BY ALTERNATIVE Continued

| | SPUI | Split Diamond | SPUI with 96th St. Ramp |
|--|--|--|--|
| Utility Impacts | Normal impacts | Normal impacts and crosses power line right of way | Normal impacts and crosses power line right of way |
| R/W impacts | Minimal right of way needs. | Right of way needed for southbound loop ramp and new northbound ramps as well as for ne intersection at Harbor Hill Road and for Harbor Hill Road extension. | Right of way needed for new northbound off-ramp as well as for the intersection at Harbor Hill Road and for Harbor Hill Road extension. |
| Additional Road Projects | N/A | Burnham Drive may need widening to Borgen Blvd and Harbor Hill Road connection is assumed. These improvements are in the City's Six Year TIP. | Harbor Hill Road connection is assumed. This improvement is in the City's Six Year TIP. |
| Compatibility with Interim Improvements | Roundabout and ramp changes will not be used. No impact to west side treatment pond. | New west side multilane roundabout is utilized but modified; slip lanes at east side roundabout and ramp widening not utilized. West side treatment pond will need to be redesigned. | Roundabout and ramp changes will not be used. No impact to west side treatment pond. |
| Non-Motorized Accessibility | All alternatives assume that a 10-foot wide multi-use path will be constructed in both directions on the new or widened Burnham Drive Bridge over SR 16. | All alternatives assume that a 10-foot wide multi-use path will be constructed in both directions on the new or widened Burnham Drive Bridge over SR 16. | All alternatives assume that a 10-foot wide multi-use path will be constructed in both directions on the new or widened Burnham Drive Bridge over SR 16. |
| Future Development Opportunities | Maintains current access to development areas on both sides of SR 16. | Provides additional access to and from SR 16 to the area around 96 th Street and Burnham Drive and along Harbor Hill Road; but removes direct access to and from northbound SR 16 to areas east and west of SR 16 at Burnham Drive/Borgen Blvd. and Sehmel Drive. | Provides additional access from SR 16 to the area around 96 th Street and Burnham Drive and along Harbor Hill Road; as well as maintains existing access. |

Together with this information, the Rating Panel with a copy of the agreed upon rating matrix, and a copy of the draft report, reviewed each of the three basic alternatives. Following that review, each Rating Panel member selected the value they believed best represented that attribute within that option and entered it into their individual matrix. Finally, all of the ratings were averaged and entered into a summary matrix for the final comparative scores. It should be clear that these scores are only for the purpose of evaluating the relative value of each of the considered options, and bear no meaning to any other options that were not rated.

A summary of the completed evaluation matrix with the average panel scoring is presented in Exhibit 19.



Gig Harbor SR 16/Burnham/Borgen Interchange

EXHIBIT 19: EVALUATION MATRIX FOR SR 16/BURNHAM/BORGEN ALTERNATIVES

| EVALUATION MATRIX | | | | | | | | | | | | | |
|--|------------------|---------|--------------------|---|---|---|---|---|---|---|---|----|-------------------|
| SR 16 / Burnham Drive / Borgen Boulevard Interchange Options | | | | | | | | | | | | | |
| Attribute | Attribute Weight | Concept | Performance Rating | | | | | | | | | | Total Performance |
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
| Traffic Operations SR16 | 15 | SPUI | | | | | 5 | | | | | | 75 |
| | | SDI | | | | | | 6 | | | | | 90 |
| | | Hybrid | | | | | | | 6 | | | | 90 |
| Traffic Operations Local Streets | 12 | SPUI | | | | | 5 | | | | | | 60 |
| | | SDI | | | | | 5 | | | | | | 60 |
| | | Hybrid | | | | | | | 6 | | | | 72 |
| Existing Business Impacts | 10 | SPUI | | | | | | | 6 | | | | 60 |
| | | SDI | | | | 4 | | | | | | | 40 |
| | | Hybrid | | | | | | | 6 | | | | 60 |
| Impacts during Construction | 3 | SPUI | | | | 4 | | | | | | | 12 |
| | | SDI | | | | | | | 6 | | | | 18 |
| | | Hybrid | | | | | 5 | | | | | | 15 |
| Safety | 13 | SPUI | | | | | | | 6 | | | | 78 |
| | | SDI | | | | | 5 | | | | | | 65 |
| | | Hybrid | | | | | | | 6 | | | | 78 |
| Environmental Impacts | 10 | SPUI | | | | | | 5 | | | | | 50 |
| | | SDI | | | | | 5 | | | | | | 50 |
| | | Hybrid | | | 3 | | | | | | | | 30 |
| Utility Impacts | 3 | SPUI | | | | | | | | 8 | | | 24 |
| | | SDI | | | | | 5 | | | | | | 15 |
| | | Hybrid | | | | | 5 | | | | | | 15 |
| RW Impacts | 5 | SPUI | | | | | | | 6 | | | | 30 |
| | | SDI | | | | 4 | | | | | | | 20 |
| | | Hybrid | | | | 4 | | | | | | | 20 |
| Additional Road Projects | 10 | SPUI | | | | | | | 6 | | | | 60 |
| | | SDI | | | | 4 | | | | | | | 40 |
| | | Hybrid | | | | | 5 | | | | | | 50 |
| Compatibility with Interim Improvements | 7 | SPUI | | | 3 | | | | | | | | 21 |
| | | SDI | | | | 4 | | | | | | | 28 |
| | | Hybrid | | | | 4 | | | | | | | 28 |
| Non-Motorized Accessibility | 8 | SPUI | | | | | | | 6 | | | | 48 |
| | | SDI | | | | | | | 6 | | | | 48 |
| | | Hybrid | | | | | | | 6 | | | | 48 |
| Future Development Opportunities | 4 | SPUI | | | | | | 5 | | | | | 20 |
| | | SDI | | | | | | | 6 | | | | 24 |
| | | Hybrid | | | | | | | | 7 | | | 56 |

| OVERALL PERFORMANCE compared to SPUI | Performance (P) | % Change Performance | Cost Millions (C) | % Change Cost | Value Index (P/C) | % Value Improvement |
|--------------------------------------|-----------------|----------------------|-------------------|---------------|-------------------|---------------------|
| SPUI | 538 | Base | 67.3 | Base | 8.0 | Base |
| SDI | 498 | -7% | 101.4 | 51% | 4.9 | -39% |
| Hybrid | 562 | 4% | 132.7 | 97% | 4.2 | -47% |

| OVERALL PERFORMANCE compared to SDI | Performance (P) | % Change Performance | Cost Millions (C) | % Change Cost | Value Index (P/C) | % Value Improvement |
|-------------------------------------|-----------------|----------------------|-------------------|---------------|-------------------|---------------------|
| SPUI | 538 | 8% | 67.3 | -34% | 8.0 | 63% |
| SDI | 498 | Base | 101.4 | Base | 4.9 | Base |
| Hybrid | 562 | 13% | 132.7 | 31% | 4.2 | -14% |

| OVERALL PERFORMANCE compared to Hybrid | Performance (P) | % Change Performance | Cost Millions (C) | % Change Cost | Value Index (P/C) | % Value Improvement |
|--|-----------------|----------------------|-------------------|---------------|-------------------|---------------------|
| SPUI | 538 | -4% | 67.3 | -49% | 8.0 | 89% |
| SDI | 498 | -11% | 101.4 | -24% | 4.9 | 16% |
| Hybrid | 562 | Base | 132.7 | Base | 4.2 | Base |



Gig Harbor SR 16/Burnham/Borgen Interchange

This evaluation matrix, which shows a composite of the scores, provides an overview of the benefits and impacts of the various alternatives. The reader will note that no attribute had a scoring spread of more than four points, and all were in a mid range. Nearly all of the scoring categories evaluated during this process show the SPUI alternative as providing nearly equal or better “value” to the community. With raw performance scores ranging from 498 to 562, only an 11 percent spread exists between the alternatives, with only a 4 percent advantage to the Hybrid alternative over the SPUI alternative.

The final test in the scoring process is a comparison of the performance values to costs. Because of the very large spread in costs, it becomes a driving factor in the final outcome of the process. The result is the scoring process suggests that, of the three alternatives studied, the Single Point Urban Interchange (SPUI) alternative provides the greatest benefit to cost value.

Conclusion

The focus of the Level III screening and fatal flaws report is to meet the goal of providing the Gig Harbor City Council with sufficient detail to:

- Determine possible “fatal flaws” in the remaining alternatives;
- Agree upon a City “preferred” alternative; and,
- Set the foundation for moving that alternative forward through the WSDOT’s Interchange Justification Report process, a requirement to gain WSDOT support and approval of the project.

The Purpose & Need section summarizes the reason for the Level III screening analysis, as follows:

“The poor operation of the existing interchange and its terminating intersections will result in back-ups from the northbound off-ramp (~2,350 feet) and from the southbound off-ramp (~1,950 feet) that will extend onto the SR 16 mainline with the local street improvements These back-ups will cause the mainline operations to break down creating a significant safety hazard as well as congestion for regional and local trips.”

Review of the Level I and Level II analysis documents narrowed the options to a modified split diamond or a single point urban interchange, also referred to as a “SPUI.” As the traffic options were studied and detailed, a hybrid of the two options came forward and was also included in the analysis that included elements of both alternatives.

The traffic modeling conducted during the analysis process shows that, while the mainline of SR 16 will improve, it will continue to experience problems. Each of the three interchange alternatives described above will help address interchange level of service issues (LOS), with the Hybrid alternative showing the greatest total benefit. However, from the standpoint of LOS, none of the three options provides a significantly greater benefit. The evaluation indicated that each alternative is constructible, again with no alternative dramatically better than the others. Finally, none of the alternatives has significantly less impact on the environment.

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**Gig Harbor SR 16/Burnham/Borgen Interchange**

While the conclusions in this report are founded in a technical analysis of the alternatives, the scoring process perhaps provides a better overview of the basis for the final recommendation. Nearly all of the scoring categories evaluated during this process show the Single Point Urban Interchange alternative as providing nearly equal or better “value” to the community.

Without question, a significant driver in the final outcome is the probable cost of the alternatives. The planning level cost estimate for the SPUI alternative is approximately 30 percent less than the Split Diamond alternative, and nearly half that of the Hybrid alternative. Coupled with the cost differences and the likely impact that the Split Diamond alternative may generate fewer sales for impacted businesses due to reduced traffic flows, this Level III Analysis suggests that the Single Point Urban Interchange alternative should be given serious consideration as the City’s preferred alternative.

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Gig Harbor SR 16/Burnham/Borgen Interchange



Gig Harbor SR 16/Burnham/Borgen Interchange
Appendix A - Manuals and Abbreviations

The following are listings of the manuals applicable to the project, and abbreviations used in this study and may be found in this document or appendices.

List of Manuals**Gig Harbor and Pierce County**

- COGH Public Works Standards (most current version)
- City and County Design Standards (M 36-63 Chapter 42)

Washington State manuals and publications: (Reference the most recent approved version of the following manuals.)

- WSDOT Design Manual (English) (M22-01)
- WSDOT Highway Runoff Manual (M 31-16)
- WSDOT Highway Surveying Manual (M 22-97)
- WSDOT Hydraulics Manual (M 23-03)
- WSDOT Local Agency Guidelines (M 36-63)
- WSDOT Plans Preparation Manual (M 22-31)
- WSDOT Standard Plans (English) (M 21-01)
- WSDOT Standard Specifications (English) (M 41-10)
- WSDOT Work Zone Traffic Control Guidelines (M 54-44)
- WSDOT Roadside Manual
- WSDOT Roadside Classification Plan
- WSDOT Utilities Accommodation Manual (M22-86)
- WSDOT Utilities Manual (M22-87)
- WSDOT Sign Fabrication Manual (M55-05)
- WSDOT Electronic Engineering Data Standards Manual
- WSDOT Environmental Procedures Manual (M 31-11)
- WSDOT General Special Provisions
- WSDOT Geotechnical Design Manual (M 46-03)
- WSDOT Right of Way Manual (M 26-01)
- WSDOT Guidance for Conducting a Preliminary Site Investigation
- MUTCD - Washington State Modifications (M 24-01)
- Ecology 2005 Western Washington Storm Drainage Design Manual

Federal Highways Administration publications:

- Manual On Uniform Traffic Control Devices (MUTCD)
- Roundabouts Guide (FHWA-RD-00-067)



Gig Harbor SR 16/Burnham/Borgen Interchange

Transportation Research Board publications:

- Highway Capacity Manual
- ITE Manual

List of Abbreviations

- APE.....Area of Potential Impact
- ASTMAssociation of Testing Materials
- BA.....Biological Assessment
- BMPBest Management Practices
- CADDComputer Aided Drafting and Design
- COE.....U.S. Corps of Engineers
- COGHCity of Gig Harbor
- DAHP.....WA State Department of Archaeology and Historic Preservation
- DCE.....Documented Categorical Exclusion
- DDP.....Design Documentation Package
- DMWSDOT Design Manual M22-01
- DNS.....Determination of Non-significance
- DOEWashington State Department of Ecology
- DTM.....Digital Terrain Model
- EPAEnvironmental Protection Agency
- ERSEnvironmental Review Summary
- ESAEndangered Species Act
- FAZ.....Forecast Analysis Zone
- FHWA.....Federal Highway Administration
- FIRM.....Flood Insurance Rate Maps
- HCS.....Highway Capacity Software based on the 2000 Highway Capacity Manual
- HMWSDOT Hydraulics Manual
- HMDR.....Hazardous Materials Discipline Report
- HPA.....Hydraulic Project Approval
- HSPWSDOT's Highway System Plan
- I/CInterchange
- IJR.....Interchange Justification Report
- ISAInitial Site Assessment
- I/S.....Intersection
- JARPAJoint Aquatic Resources Permit Application
- MPMilepost
- MUTCDManual on Uniform Traffic Control Devices
- NEPANational Environmental Policy Act

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Gig Harbor SR 16/Burnham/Borgen Interchange

- NMFS.....National Marine Fisheries Services
- NPDES.....National Pollutant Discharge Elimination System
- OHWMOrdinary High Water Mark
- QA/QCQuality Assurance / Quality Control
- PDIS.....Project Delivery Information System
- PMP.....Project Management Plan
- PPM.....WSDOT Plans Preparation Manual M22-31
- PS&E.....Plans, Specifications, and Estimates
- PSI.....Preliminary Site Investigation
- RABRoundabout
- RCPRoadside Classification Plan
- R/WRight-of-Way
- SDISplit Diamond Interchange
- SEPA.....State Environmental Policy Act
- SHPOState Historic Preservation Officer
- SPUI.....Single Point Urban Interchange
- TAZ.....Traffic Analysis Zone
- TCPTraffic Control Plan
- TESC.....Temporary Erosion and Sediment Control
- USFS.....United States Forest Service
- USFWSUnited States Fish and Wildlife Service
- USGSUS Geological Service
- WDFWWashington State Department of Fish and Wildlife
- WDNRWashington State Department of Natural Resources
- WSDOTWashington State Department of Transportation
- WSPWashington State Patrol
- WTCU.....Warehouse, Transportation, Communications and Utilities jobs
- WZTCWork Zone Traffic Control

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Gig Harbor SR 16/Burnham/Borgen Interchange



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Appendix B - Cost Summaries

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|--|--------------------------------------|---------------|----------------|-------------------------------|---|---|
| Project Description: | SR 16 Burnham Dr./Borgen Blvd. Inter | | | Client: City of Gib Harbor | | |
| Corridor Section: | Comparison of Alternative Costs | | | Date: 10/13/2008 | | |
| Location: | SR 16 | | | Date of Cost Index: 2008 | | |
| | | | | Calculated By/Entered By: RJM | | |
| | | | | Checked By: | | |
| Comparison of Alternative Costs | | | | | | |
| | ALTERNATIVES | | | | | |
| | SPUI | SPUI | Split Diamond | Split Diamond | SPUI with 96th Off ramp & SR 16 Drop Lane | SPUI with 96th Off ramp & SR 16 Drop Lane |
| | Without Risk | With Risk | Without Risk | With Risk | Without Risk | With Risk |
| Construction Costs | \$54.6 | \$75.0 | \$70.3 | \$95.7 | \$100.5 | \$138.2 |
| Preliminary Engineering | \$11.1 | \$15.2 | \$14.3 | \$19.4 | \$20.3 | \$28.0 |
| Right of Way | | | \$15.4 | \$20.0 | \$10.0 | \$12.9 |
| Environmental Mitigation | \$1.1 | \$1.4 | \$0.9 | \$1.2 | \$1.4 | \$1.8 |
| Permitting | \$0.5 | \$0.7 | \$0.5 | \$0.7 | \$0.5 | \$0.7 |
| TOTAL COSTS | \$67.3 | \$92.3 | \$101.4 | \$137.0 | \$132.7 | \$181.6 |
| | | | | | | |
| | | | | | | |

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. H.W. Lochner, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

- Construction Cost includes mobilization, sales tax (8.4%), construction management/engineering/inspection
- Construction cost does not include Harbor Hill Road extension or Burnham Drive widening
- Right of way includes roadway elements only including Harbor Hill Road extension and Burnham Drive widen at Burnham/Harbor Hill/NB ramp RAB as prepared by WSDOT from preliminary concept plans
- Right of way does not include area for new storm water treatment of mitigation
- Environmental Mitigation includes wetland and stream replacement; right of way is not included; 30% risk is assumed
- Permitting includes EIS and permits. Mitigation included separately

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|---|------------|---|-------------------------------|---------------------|---------|--------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: City of Gib Harbor | | | |
| Corridor Section: SPUI - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | | | Date: 8/19/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: MAS | | | |
| | | | Checked By: RJM | | | |
| SPUI - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| I. | | CONSTRUCTION | | | | |
| 1 | | PREPARATION/GRADING/DRAINAGE | | | | |
| | 1.1 | PREPARATION | | | | |
| | | CLEAR & GRUB, DEMO | ACRE | \$6,000 | 6.8 | \$40,800 |
| | | REMOVING EXISTING PAVEMENT | SY | \$10 | 19,700 | \$197,000 |
| | | REMOVAL STRUCTURES & OBSTRUCTIONS | LS | \$100,000 | 1 | \$100,000 |
| | 1.2 | EARTHWORK | | | | |
| | | ROADWAY EXCAVATION INCL. HAUL | CY | \$20 | 24,100 | \$482,000 |
| | | STRUCTURE EX. CL. A INCL. HAUL | CY | \$25 | 3,000 | \$75,000 |
| | | BORROW INCL. HAUL | TON | \$16 | 178,900 | \$2,862,400 |
| | | EMBANKMENT COMPACTION | CY | \$2 | 96,700 | \$193,400 |
| | 1.3 | STORMWATER MITIGATION | | | | |
| | | DETENTION AND TREATMENT | SF | \$6 | 394,000 | \$2,364,000 |
| | 1.4 | STORM SEWER | | | | |
| | | CATCH BASIN TYPE 1 | EA | \$1,200 | 42 | \$50,400 |
| | | CATCH BASIN TYPE 2 | EA | \$2,200 | 11 | \$24,200 |
| | | PLAIN CONC. STORM SEWER PIPE 12 IN. DIAM. | LF | \$35 | 8,150 | \$285,250 |
| | | PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM. | LF | \$45 | 1,030 | \$46,350 |
| | | STRUCTURE EXCAVATION CL. B | CY | \$15 | 9,100 | \$136,500 |
| 2 | | STRUCTURE | | | | |
| | | CONCRETE BRIDGES | SF | \$350 | 31,300 | \$10,955,000 |
| | | CONCRETE BRIDGES WIDENING | SF | \$400 | - | \$0 |
| | | PEDESTRIAN BRIDGES | SF | \$400 | - | \$0 |
| | | STEEL BRIDGES | LS | \$0 | - | \$0 |
| | | BRIDGE ABUTMENT RETROFIT | SF | \$150 | - | \$0 |
| | | RETAINING WALLS (Cast in Place) | SF | \$105 | 50,000 | \$5,250,000 |
| | | RETAINING WALLS (Soil Nail with Cast in Place Facing) | SF | \$210 | - | \$0 |
| | | BRIDGE REMOVAL | SF | \$30 | 17,500 | \$525,000 |
| | | NOISE WALLS | SF | \$40 | - | \$0 |
| 3 | | SURFACING | | | | |
| | | PORTLAND CEMENT CONCRETE | SF | \$10 | - | \$0 |
| | | HOT MIX ASPHALT | TON | \$95 | 17,800 | \$1,691,000 |
| | | CRUSHED SURFACING | TON | \$35 | 19,600 | \$686,000 |
| 4 | | ROADSIDE DEVELOPMENT | | | | |
| | | FENCING | LF | \$15 | - | \$0 |
| | | SEEDING, MULCHING & FERTILIZING | ACRE | \$2,000 | 6.7 | \$13,400 |
| | | WETLAND MITIGATION | LS | \$0 | 1 | \$0 |
| | | TEMPORARY WATER POLLUTION & EROSION CONTROL (2%) | LS | \$561,000 | 1 | \$561,000 |
| | | LANDSCAPING | LS | \$259,000 | 1 | \$259,000 |
| 5 | | TRAFFIC | | | | |
| | | GUARD RAIL | LF | \$20 | - | \$0 |
| | | CONCRETE BARRIER | LF | \$65 | 5,000 | \$325,000 |
| | | SIGNAL SYSTEMS | LS | \$800,000 | 1 | \$800,000 |
| | | ILLUMINATION | LS | \$327,000 | 1 | \$327,000 |
| | | SIGNING | LS | \$200,000 | 1 | \$200,000 |
| | | CURBS | LF | \$20 | 3,000 | \$60,000 |
| | | SIDEWALKS | SY | \$35 | 1,700 | \$59,500 |
| | | ITS FOR HOT-LANES | LS | \$0 | 1 | \$0 |
| | | SC&DI (ITS) | LS | \$0 | 1 | \$0 |
| | | TRAFFIC CONTROL (3%) | LS | \$857,100 | 1 | \$857,100 |
| 5.1 | | OTHER ITEMS | | | | |
| | | SURVEYING (2%) | LS | \$588,600 | 1 | \$588,600 |
| | | SPECIAL ITEMS | EST | \$0 | 1 | \$0 |
| | | UTILITY RELOCATIONS | EST | \$589,000 | 1 | \$589,000 |
| 6 | | MISCELLANEOUS (25%) | LS | \$7,651,000 | 1 | \$7,651,000 |

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|---|--|------|-------------------------------|-----|------|--------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: City of Gib Harbor | | | |
| Corridor Section: SPUI - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | | | Date: 8/19/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: MAS | | | |
| | | | Checked By: RJM | | | |
| SPUI - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | | | | | | |
| | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST | |
| 7 | CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6) | | | | | \$38,254,900 |
| 8 | MOBILIZATION (10%) 10% OF ITEM 7 | EST | \$3,825,500 | 1 | | \$3,825,500 |
| 9 | SUBTOTAL (ITEMS 7 & 8) | | | | | \$42,080,400 |
| 10 | SALES TAX 8.4% OF ITEM 9 | EST | \$3,534,800 | 1 | | \$3,534,800 |
| 11 | AGREEMENTS (Utilities, WSP, etc.) | EST | \$0 | 1 | | \$0 |
| 12 | SUBTOTAL (ITEMS 9 THRU 11) | | | | | \$45,615,200 |
| 13 | CONTINGENCIES 4.0% OF ITEM 12 | EST | \$1,824,700 | 1 | | \$1,824,700 |
| 14 | SUBTOTAL (ITEMS 12 & 13) | | | | | \$47,439,900 |
| 15 | CONSTRUCTION | | | | | |
| | ENGINEERING (15% OF ITEM 14) | EST | \$7,116,000 | 1 | | \$7,116,000 |
| | ENVIRONMENTAL COMPLIANCE (0% OF ITEM 14) | EST | \$0 | 1 | | \$0 |
| | DIRECT PROJECT SUPPORT (0% OF ITEM 14+ROW+PE) | EST | \$0 | 1 | | \$0 |
| | PROGRAM MANAGEMENT - DURING CONST. (0% OF ITEM 14) | EST | \$0 | 1 | | \$0 |
| 16 | CONSTRUCTION TOTAL (ITEMS 14 & 15) | | | | | \$54,555,900 |

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. H.W. Lochner, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

PLANNING LEVEL OPINION OF COST SUMMARY

| | |
|---|-------------------------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | Client: WSDOT |
| Corridor Section: SPUI - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | Date: 8/19/2008 |
| Location: SR 16 | Date of Cost Index: 2008 |
| | Calculated By/Entered By: MAS |
| | Checked By: |

SPUI - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor

| | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
|-----|---|------|------------------------|-----|---------------------|
| II. | PRELIMINARY WORK | | | | |
| | PRELIMINARY ENGINEERING (15.0% OF ITEM 16) | EST | \$8,183,400 | 1 | \$8,183,400 |
| | PROGRAM MANAGEMENT - PRE CONSTRUCTION (0% OF ITEM 16) | EST | \$0 | 1 | \$0 |
| | ENVIRONMENTAL PERMITS | EST | \$0 | 1 | \$0 |
| | Risk 35% of Preliminary Engineering | | \$2,864,190 | 1 | \$2,864,190 |
| | Total | | | | \$11,047,590 |

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis Client: City of Gig Harbor
 Corridor Section: SPUI - HWL - With Risk ~20% and higher Miscellaneous (Unknown) Factor Date: 8/19/2008
 Location: SR 16 Date of Cost Index: 2008
 Calculated By/Entered By: MAS
 Checked By: RJM

SPUI - HWL - With Risk ~20% and higher Miscellaneous (Unknown) Factor

| | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
|------------|---|------|---------------------|---------|--------------|
| I. | CONSTRUCTION | | | | |
| 1 | PREPARATION/GRADING/DRAINAGE | | | | |
| | 1.1 PREPARATION | | | | |
| | CLEAR & GRUB, DEMO | ACRE | \$6,000 | 9.6 | \$57,600 |
| | REMOVING EXISTING PAVEMENT | SY | \$10 | 23,600 | \$236,000 |
| | REMOVAL STRUCTURES & OBSTRUCTIONS | LS | \$120,000 | 1 | \$120,000 |
| | 1.2 EARTHWORK | | | | |
| | ROADWAY EXCAVATION INCL. HAUL | CY | \$20 | 28,900 | \$578,000 |
| | STRUCTURE EX. CL. A INCL. HAUL | CY | \$25 | 3,600 | \$90,000 |
| | BORROW INCL. HAUL | TON | \$16 | 214,700 | \$3,435,200 |
| | EMBANKMENT COMPACTION | CY | \$2 | 116,000 | \$232,000 |
| | 1.3 STORMWATER MITIGATION | | | | |
| | DETENTION AND TREATMENT | SF | \$6 | 472,800 | \$2,836,800 |
| | 1.4 STORM SEWER | | | | |
| | CATCH BASIN TYPE 1 | EA | \$1,200 | 51 | \$61,200 |
| | CATCH BASIN TYPE 2 | EA | \$2,200 | 14 | \$30,800 |
| | PLAIN CONC. STORM SEWER PIPE 12 IN. DIAM. | LF | \$35 | 9,780 | \$342,300 |
| | PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM. | LF | \$45 | 1,230 | \$55,350 |
| | STRUCTURE EXCAVATION CL. B | CY | \$15 | 10,900 | \$163,500 |
| 2 | STRUCTURE | | | | |
| | CONCRETE BRIDGES | SF | \$350 | 37,500 | \$13,125,000 |
| | CONCRETE BRIDGES WIDENING | SF | \$400 | | \$0 |
| | PEDESTRIAN BRIDGES | SF | \$400 | | \$0 |
| | STEEL BRIDGES | LS | \$0 | - | \$0 |
| | BRIDGE ABUTMENT RETROFIT | SF | \$150 | - | \$0 |
| | RETAINING WALLS (Cast in Place) | SF | \$105 | 60,000 | \$6,300,000 |
| | RETAINING WALLS (Soil Nail with Cast in Place Facing) | SF | \$210 | - | \$0 |
| | BRIDGE REMOVAL | SF | \$30 | 21,000 | \$630,000 |
| | NOISE WALLS | SF | \$40 | - | \$0 |
| 3 | SURFACING | | | | |
| | PORTLAND CEMENT CONCRETE | SF | \$10 | - | \$0 |
| | HOT MIX ASPHALT | TON | \$95 | 21,400 | \$2,033,000 |
| | CRUSHED SURFACING | TON | \$35 | 23,600 | \$826,000 |
| 4 | ROADSIDE DEVELOPMENT | | | | |
| | FENCING | LF | \$15 | - | \$0 |
| | SEEDING, MULCHING & FERTILIZING | ACRE | \$2,000 | 8.0 | \$16,080 |
| | WETLAND MITIGATION | LS | \$0 | 1 | \$0 |
| | TEMPORARY WATER POLLUTION & EROSION CONTROL (2%) | LS | \$807,000 | 1 | \$807,000 |
| | LANDSCAPING | LS | \$310,000 | 1 | \$310,000 |
| 5 | TRAFFIC | | | | |
| | GUARD RAIL | LF | \$20 | - | \$0 |
| | CONCRETE BARRIER | LF | \$65 | 6,000 | \$390,000 |
| | SIGNAL SYSTEMS | LS | \$960,000 | 1 | \$960,000 |
| | ILLUMINATION | LS | \$392,000 | 1 | \$392,000 |
| | SIGNING | LS | \$240,000 | 1 | \$240,000 |
| | CURBS | LF | \$20 | 3,600 | \$72,000 |
| | SIDEWALKS | SY | \$35 | 2,000 | \$70,000 |
| | ITS FOR HOT-LANES | LS | \$0 | 1 | \$0 |
| | SC&DI (ITS) | LS | \$0 | 1 | \$0 |
| | TRAFFIC CONTROL (3%) | LS | \$1,445,300 | 1 | \$1,445,300 |
| 5.1 | OTHER ITEMS | | | | |
| | SURVEYING (2%) | LS | \$860,600 | 1 | \$860,600 |
| | SPECIAL ITEMS | EST | \$0 | 1 | \$0 |
| | UTILITY RELOCATIONS | EST | \$861,000 | 1 | \$861,000 |
| 6 | MISCELLANEOUS (40%) | LS | \$15,030,700 | 1 | \$15,030,700 |

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|---|--|--|-------------------------------|---------------------|-----|---------------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: City of Gig Harbor | | | |
| Corridor Section: SPUI - HWL - With Risk ~20% and higher Miscellaneous (Unknown) Factor | | | Date: 8/19/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: MAS | | | |
| | | | Checked By: RJM | | | |
| SPUI - HWL - With Risk ~20% and higher Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| 7 | | CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6) | | | | \$52,607,430 |
| 8 | | MOBILIZATION (10%) | | | | |
| | | 10% OF ITEM 7 | EST | \$5,260,800 | 1 | \$5,260,800 |
| 9 | | SUBTOTAL (ITEMS 7 & 8) | | | | \$57,868,230 |
| 10 | | SALES TAX | | | | |
| | | 8.4% OF ITEM 9 | EST | \$4,861,000 | 1 | \$4,861,000 |
| 11 | | AGREEMENTS (Utilities, WSP, etc.) | | | | |
| | | | EST | \$0 | 1 | \$0 |
| 12 | | SUBTOTAL (ITEMS 9 THRU 11) | | | | \$62,729,230 |
| 13 | | CONTINGENCIES | | | | |
| | | 4.0% OF ITEM 12 | EST | \$2,509,200 | 1 | \$2,509,200 |
| 14 | | SUBTOTAL (ITEMS 12 & 13) | | | | \$65,238,430 |
| 15 | | CONSTRUCTION | | | | |
| | | ENGINEERING (15% OF ITEM 14) | EST | \$9,786,000 | 1 | \$9,786,000 |
| | | ENVIRONMENTAL COMPLIANCE (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| | | DIRECT PROJECT SUPPORT (0% OF ITEM 14+ROW+PE) | EST | \$0 | 1 | \$0 |
| | | PROGRAM MANAGEMENT - DURING CONST. (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| 16 | | CONSTRUCTION TOTAL (ITEMS 14 & 15) | | | | \$75,024,430 |

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. H.W. Lochner, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

PLANNING LEVEL OPINION OF COST SUMMARY

| | | |
|----------------------|---|-------------------------------|
| Project Description: | SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | Client: City of Gig Harbor |
| Corridor Section: | SPUI - HWL - With Risk ~20% and higher Miscellaneous (Unknown) Factor | Date: 8/19/2008 |
| Location: | SR 16 | Date of Cost Index: 2008 |
| | | Calculated By/Entered By: MAS |
| | | Checked By: RJM |

SPUI - HWL - With Risk ~20% and higher Miscellaneous (Unknown) Factor

| | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
|------------|---|------|------------------------|-----|---------------------|
| II. | PRELIMINARY WORK | | | | |
| | PRELIMINARY ENGINEERING (15.0% OF ITEM 16) | EST | \$11,253,700 | 1 | \$11,253,700 |
| | PROGRAM MANAGEMENT - PRE CONSTRUCTION (0% OF ITEM 16) | EST | \$0 | 1 | \$0 |
| | ENVIRONMENTAL PERMITS | EST | \$0 | 1 | \$0 |
| | Risk 35% of Preliminary Engineering | | \$3,938,795 | 1 | \$3,938,795 |
| | Total | | | | \$15,192,495 |

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|--|-----|---|-------------------------------|---------------------|---------|-------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd Interchange - Fatal Flaw Analysis | | | Client: Gig Harbor | | | |
| Corridor Section: Split Diamond - Without Risk Factor and lower Miscellaneous (Unknown) Factor | | | Date: 8/19/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: MAS | | | |
| | | | Checked By: RJM | | | |
| Split Diamond - Without Risk Factor and lower Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| 1. | | CONSTRUCTION | | | | |
| 1 | | PREPARATION/GRADING/DRAINAGE | | | | |
| | 1.1 | PREPARATION | | | | |
| | | CLEAR & GRUB, DEMO | ACRE | \$6,000 | 14.1 | \$84,600 |
| | | REMOVING EXISTING PAVEMENT | SY | \$10 | 16,000 | \$160,000 |
| | | REMOVAL STRUCTURES & OBSTRUCTIONS | LS | \$130,000 | 1 | \$130,000 |
| | 1.2 | EARTHWORK | | | | |
| | | ROADWAY EXCAVATION INCL. HAUL | CY | \$20 | 358,100 | \$7,162,000 |
| | | STRUCTURE EX. CL. A INCL. HAUL | CY | \$25 | 5,800 | \$145,000 |
| | | BORROW INCL. HAUL | TON | \$16 | 281,400 | \$4,502,400 |
| | | EMBANKMENT COMPACTION | CY | \$2 | 152,100 | \$304,200 |
| | 1.3 | STORMWATER MITIGATION | | | | |
| | | DETENTION AND TREATMENT | SF | \$6 | 343,300 | \$2,059,800 |
| | 1.4 | STORM SEWER | | | | |
| | | CATCH BASIN TYPE 1 | EA | \$1,200 | 113 | \$135,600 |
| | | CATCH BASIN TYPE 2 | EA | \$2,200 | 30 | \$66,000 |
| | | PLAIN CONC. STORM SEWER PIPE 12 IN. DIAM. | LF | \$35 | 22,500 | \$787,500 |
| | | PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM. | LF | \$45 | 3,380 | \$152,100 |
| | | STRUCTURE EXCAVATION CL. B | CY | \$15 | 16,700 | \$250,500 |
| 2 | | STRUCTURE | | | | |
| | | CONCRETE BRIDGES | SF | \$250 | 27,000 | \$6,750,000 |
| | | CONCRETE BRIDGES WIDENING | SF | \$400 | - | \$0 |
| | | PEDESTRIAN BRIDGES | SF | \$400 | 6,400 | \$2,560,000 |
| | | STEEL BRIDGES | LS | \$0 | - | \$0 |
| | | BRIDGE ABUTMENT RETROFIT | SF | \$150 | - | \$0 |
| | | RETAINING WALLS (Cast in Place) | SF | \$85 | 93,000 | \$7,905,000 |
| | | RETAINING WALLS (Soil Nail with Cast in Place Facing) | SF | \$210 | - | \$0 |
| | | BRIDGE REMOVAL | SF | \$30 | - | \$0 |
| | | NOISE WALLS | SF | \$40 | - | \$0 |
| 3 | | SURFACING | | | | |
| | | PORTLAND CEMENT CONCRETE | SF | \$10 | 19,800 | \$198,000 |
| | | HOT MIX ASPHALT | TON | \$70 | 24,600 | \$1,722,000 |
| | | CRUSHED SURFACING | TON | \$20 | 28,700 | \$574,000 |
| 4 | | ROADSIDE DEVELOPMENT | | | | |
| | | FENCING | LF | \$15 | - | \$0 |
| | | SEEDING, MULCHING & FERTILIZING | ACRE | \$2,000 | 12.9 | \$25,800 |
| | | WETLAND MITIGATION | LS | \$0 | 1 | \$0 |
| | | TEMPORARY WATER POLLUTION & EROSION CONTROL (1%) | LS | \$376,000 | 1 | \$376,000 |
| | | LANDSCAPING | LS | \$276,000 | 1 | \$276,000 |
| 5 | | TRAFFIC | | | | |
| | | GUARD RAIL | LF | \$20 | - | \$0 |
| | | CONCRETE BARRIER | LF | \$65 | 7,800 | \$507,000 |
| | | SIGNAL SYSTEMS | LS | \$0 | 1 | \$0 |
| | | ILLUMINATION | LS | \$743,000 | 1 | \$743,000 |
| | | SIGNING | LS | \$100,000 | 1 | \$100,000 |
| | | CURBS | LF | \$20 | 6,000 | \$120,000 |
| | | SIDEWALKS | SY | \$35 | 3,400 | \$119,000 |
| | | ITS FOR HOT-LANES | LS | \$0 | 1 | \$0 |
| | | SC&DI (ITS) | LS | \$0 | 1 | \$0 |
| | | TRAFFIC CONTROL (1%) | LS | \$379,200 | 1 | \$379,200 |
| 5.1 | | OTHER ITEMS | | | | |
| | | SURVEYING (1%) | LS | \$383,000 | 1 | \$383,000 |
| | | SPECIAL ITEMS | EST | \$0 | 1 | \$0 |
| | | UTILITY RELOCATIONS | EST | \$766,000 | 1 | \$766,000 |
| 6 | | MISCELLANEOUS (25%) | LS | \$9,861,000 | 1 | \$9,861,000 |

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|--|--|--|-------------------------------|------------------------|-----|--------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: Gig Harbor | | | |
| Corridor Section: Split Diamond - Without Risk Factor and lower Miscellaneous (Unknown) Factor | | | Date: 8/19/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: MAS | | | |
| | | | Checked By: RJM | | | |
| Split Diamond - Without Risk Factor and lower Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| 7 | | CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6) | | | | \$49,304,700 |
| 8 | | MOBILIZATION (10%) 10% OF ITEM 7 | EST | \$4,930,500 | 1 | \$4,930,500 |
| 9 | | SUBTOTAL (ITEMS 7 & 8) | | | | \$54,235,200 |
| 10 | | SALES TAX 8.4% OF ITEM 9 | EST | \$4,555,800 | 1 | \$4,555,800 |
| 11 | | AGREEMENTS (Utilities, WSP, etc.) | EST | \$0 | 1 | \$0 |
| 12 | | SUBTOTAL (ITEMS 9 THRU 11) | | | | \$58,791,000 |
| 13 | | CONTINGENCIES 4.0% OF ITEM 12 | EST | \$2,351,700 | 1 | \$2,351,700 |
| 14 | | SUBTOTAL (ITEMS 12 & 13) | | | | \$61,142,700 |
| 15 | | CONSTRUCTION | | | | |
| | | ENGINEERING (15% OF ITEM 14) | EST | \$9,172,000 | 1 | \$9,172,000 |
| | | ENVIRONMENTAL COMPLIANCE (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| | | DIRECT PROJECT SUPPORT (0% OF ITEM 14+ROW+PE) | EST | \$0 | 1 | \$0 |
| | | PROGRAM MANAGEMENT - DURING CONST. (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| 16 | | CONSTRUCTION TOTAL (ITEMS 14 & 15) | | | | \$70,314,700 |

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. H.W. Lochner, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

PLANNING LEVEL OPINION OF COST SUMMARY

| | | |
|----------------------|--|-------------------------------|
| Project Description: | SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | Client: Gig Harbor |
| Corridor Section: | Split Diamond - Without Risk Factor and lower Miscellaneous (Unknown) Factor | Date: 8/19/2008 |
| Location: | SR 16 | Date of Cost Index: 2008 |
| | | Calculated By/Entered By: MAS |
| | | Checked By: RJM |

Split Diamond - Without Risk Factor and lower Miscellaneous (Unknown) Factor

| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
|-----|--|---|------|------------------------|-----|---------------------|
| II. | | PRELIMINARY WORK | | | | |
| | | PRELIMINARY ENGINEERING (15.0% OF ITEM 16) | EST | \$10,547,300 | 1 | \$10,547,300 |
| | | PROGRAM MANAGEMENT - PRE CONSTRUCTION (0% OF ITEM 16) | EST | \$0 | 1 | \$0 |
| | | ENVIRONMENTAL PERMITS | EST | \$0 | 1 | \$0 |
| | | Risk 35% of Preliminary Engineering | | \$3,691,555 | 1 | \$3,691,555 |
| | | Total | | | | \$14,238,855 |

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|--|-----|---|-------------------------------|---------------------|---------|--------------|
| Project Description: SR 16 Burnham Dr /Borgen Blvd.Interchange - Fatal Flaw Analysis | | | Client: Gig Harbor | | | |
| Corridor Section: Split Diamond - With Risk Factor ~ 20% and higher Miscellaneous (Unknown) Factor | | | Date: 8/19/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: MAS | | | |
| | | | Checked By: RJM | | | |
| Split Diamond - With Risk Factor ~ 20% and higher Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| 1. | | CONSTRUCTION | | | | |
| 1 | | PREPARATION/GRADING/DRAINAGE | | | | |
| | 1.1 | PREPARATION | | | | |
| | | CLEAR & GRUB, DEMO | ACRE | \$6,000 | 19.8 | \$118,800 |
| | | REMOVING EXISTING PAVEMENT | SY | \$10 | 19,200 | \$192,000 |
| | | REMOVAL STRUCTURES & OBSTRUCTIONS | LS | \$156,000 | 1 | \$156,000 |
| | 1.2 | EARTHWORK | | | | |
| | | ROADWAY EXCAVATION INCL. HAUL | CY | \$20 | 429,700 | \$8,594,000 |
| | | STRUCTURE EX. CL. A INCL. HAUL | CY | \$25 | 7,000 | \$175,000 |
| | | BORROW INCL. HAUL | TON | \$16 | 337,700 | \$5,403,200 |
| | | EMBANKMENT COMPACTION | CY | \$2 | 182,500 | \$365,000 |
| | 1.3 | STORMWATER MITIGATION | | | | |
| | | DETENTION AND TREATMENT | SF | \$6 | 411,900 | \$2,471,400 |
| | 1.4 | STORM SEWER | | | | |
| | | CATCH BASIN TYPE 1 | EA | \$1,200 | 136 | \$163,200 |
| | | CATCH BASIN TYPE 2 | EA | \$2,200 | 36 | \$79,200 |
| | | PLAIN CONC. STORM SEWER PIPE 12 IN. DIAM. | LF | \$35 | 27,000 | \$945,000 |
| | | PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM. | LF | \$45 | 4,050 | \$182,250 |
| | | STRUCTURE EXCAVATION CL. B | CY | \$15 | 20,000 | \$300,000 |
| 2 | | STRUCTURE | | | | |
| | | CONCRETE BRIDGES | SF | \$250 | 32,400 | \$8,100,000 |
| | | CONCRETE BRIDGES WIDENING | SF | \$400 | - | \$0 |
| | | PEDESTRIAN BRIDGES | SF | \$400 | 7,700 | \$3,080,000 |
| | | STEEL BRIDGES | LS | \$0 | - | \$0 |
| | | BRIDGE ABUTMENT RETROFIT | SF | \$150 | - | \$0 |
| | | RETAINING WALLS (Cast in Place) | SF | \$85 | 111,600 | \$9,486,000 |
| | | RETAINING WALLS (Soil Nail with Cast in Place Facing) | SF | \$210 | - | \$0 |
| | | BRIDGE REMOVAL | SF | \$30 | - | \$0 |
| | | NOISE WALLS | SF | \$40 | - | \$0 |
| 3 | | SURFACING | | | | |
| | | PORTLAND CEMENT CONCRETE | SF | \$10 | 23,800 | \$238,000 |
| | | HOT MIX ASPHALT | TON | \$70 | 29,500 | \$2,065,000 |
| | | CRUSHED SURFACING | TON | \$20 | 34,400 | \$688,000 |
| 4 | | ROADSIDE DEVELOPMENT | | | | |
| | | FENCING | LF | \$15 | - | \$0 |
| | | SEEDING, MULCHING & FERTILIZING | ACRE | \$2,000 | 15.5 | \$30,960 |
| | | WETLAND MITIGATION | LS | \$0 | 1 | \$0 |
| | | TEMPORARY WATER POLLUTION & EROSION CONTROL (1%) | LS | \$541,000 | 1 | \$541,000 |
| | | LANDSCAPING | LS | \$331,000 | 1 | \$331,000 |
| 5 | | TRAFFIC | | | | |
| | | GUARD RAIL | LF | \$20 | - | \$0 |
| | | CONCRETE BARRIER | LF | \$65 | 9,400 | \$611,000 |
| | | SIGNAL SYSTEMS | LS | \$0 | 1 | \$0 |
| | | ILLUMINATION | LS | \$891,000 | 1 | \$891,000 |
| | | SIGNING | LS | \$120,000 | 1 | \$120,000 |
| | | CURBS | LF | \$20 | 7,200 | \$144,000 |
| | | SIDEWALKS | SY | \$35 | 4,000 | \$140,000 |
| | | ITS FOR HOT-LANES | LS | \$0 | 1 | \$0 |
| | | SC&DI (ITS) | LS | \$0 | 1 | \$0 |
| | | TRAFFIC CONTROL (1%) | LS | \$638,600 | 1 | \$638,600 |
| 5.1 | | OTHER ITEMS | | | | |
| | | SURVEYING (1%) | LS | \$555,000 | 1 | \$555,000 |
| | | SPECIAL ITEMS | EST | \$0 | 1 | \$0 |
| | | UTILITY RELOCATIONS | EST | \$1,110,000 | 1 | \$1,110,000 |
| 6 | | MISCELLANEOUS (40%) | LS | \$19,165,900 | 1 | \$19,165,900 |

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|--|--|--|------|-------------------------------|--------------------------|--------------|
| Project Description: | | SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: Gig Harbor | |
| Corridor Section: | | Split Diamond - With Risk Factor ~ 20% and higher Miscellaneous (Unknown) Factor | | | Date: 8/19/2008 | |
| Location: | | SR 16 | | | Date of Cost Index: 2008 | |
| | | | | Calculated By/Entered By: MAS | | |
| | | | | Checked By: RJM | | |
| Split Diamond - With Risk Factor ~ 20% and higher Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| 7 | | CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6) | | | | \$67,080,510 |
| 8 | | MOBILIZATION (10%) | | | | |
| | | 10% OF ITEM 7 | EST | \$6,708,100 | 1 | \$6,708,100 |
| 9 | | SUBTOTAL (ITEMS 7 & 8) | | | | \$73,788,610 |
| 10 | | SALES TAX | | | | |
| | | 8.4% OF ITEM 9 | EST | \$6,198,300 | 1 | \$6,198,300 |
| 11 | | AGREEMENTS (Utilities, WSP, etc.) | | | | |
| | | | EST | \$0 | 1 | \$0 |
| 12 | | SUBTOTAL (ITEMS 9 THRU 11) | | | | \$79,986,910 |
| 13 | | CONTINGENCIES | | | | |
| | | 4.0% OF ITEM 12 | EST | \$3,199,500 | 1 | \$3,199,500 |
| 14 | | SUBTOTAL (ITEMS 12 & 13) | | | | \$83,186,410 |
| 15 | | CONSTRUCTION | | | | |
| | | ENGINEERING (15% OF ITEM 14) | EST | \$12,478,000 | 1 | \$12,478,000 |
| | | ENVIRONMENTAL COMPLIANCE (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| | | DIRECT PROJECT SUPPORT (0% OF ITEM 14+ROW+PE) | EST | \$0 | 1 | \$0 |
| | | PROGRAM MANAGEMENT - DURING CONST. (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| 16 | | CONSTRUCTION TOTAL (ITEMS 14 & 15) | | | | \$95,664,410 |

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. H.W. Lochner, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|--|--|---|-------------------------------|------------------------|-----|---------------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: Gig Harbor | | | |
| Corridor Section: Split Diamond - With Risk Factor ~ 20% and higher Miscellaneous (Unknown) Factor | | | Date: 8/19/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: MAS | | | |
| | | | Checked By: RJM | | | |
| Split Diamond - With Risk Factor ~ 20% and higher Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| ii. | | PRELIMINARY WORK | | | | |
| | | PRELIMINARY ENGINEERING (15.0% OF ITEM 16) | EST | \$14,349,700 | 1 | \$14,349,700 |
| | | PROGRAM MANAGEMENT - PRE CONSTRUCTION (0% OF ITEM 16) | EST | \$0 | 1 | \$0 |
| | | ENVIRONMENTAL PERMITS | EST | \$0 | 1 | \$0 |
| | | Risk 35% of Preliminary Engineering | | \$5,022,395 | 1 | \$5,022,395 |
| | | Total | | | | \$19,372,095 |

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|---|------------|---|------------------------------|---------------------|---------|--------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: City of Gig Harbor | | | |
| Corridor Section: SPUI+Off ramp - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | | | Date: 10/9/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: YZ | | | |
| | | | Checked By: RJM | | | |
| SPUI+Off ramp - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| I. | | CONSTRUCTION | | | | |
| 1 | | PREPARATION/GRADING/DRAINAGE | | | | |
| | 1.1 | PREPARATION | | | | |
| | | CLEAR & GRUB, DEMO | ACRE | \$6,000 | 11.9 | \$71,400 |
| | | REMOVING EXISTING PAVEMENT | SY | \$10 | 25,200 | \$252,000 |
| | | REMOVAL STRUCTURES & OBSTRUCTIONS | LS | \$130,000 | 1 | \$130,000 |
| | 1.2 | EARTHWORK | | | | |
| | | ROADWAY EXCAVATION INCL. HAUL | CY | \$20 | 247,300 | \$4,946,000 |
| | | STRUCTURE EX. CL. A INCL. HAUL | CY | \$25 | 7,000 | \$175,000 |
| | | BORROW INCL. HAUL | TON | \$16 | 313,500 | \$5,016,000 |
| | | EMBANKMENT COMPACTION | CY | \$2 | 169,500 | \$339,000 |
| | 1.3 | STORMWATER MITIGATION | | | | |
| | | DETENTION AND TREATMENT | SF | \$6 | 530,000 | \$3,180,000 |
| | 1.4 | STORM SEWER | | | | |
| | | CATCH BASIN TYPE 1 | EA | \$1,200 | 81 | \$97,200 |
| | | CATCH BASIN TYPE 2 | EA | \$2,200 | 22 | \$48,400 |
| | | PLAIN CONC. STORM SEWER PIPE 12 IN. DIAM. | LF | \$35 | 15,950 | \$558,250 |
| | | PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM. | LF | \$45 | 2,980 | \$134,100 |
| | | STRUCTURE EXCAVATION CL. B | CY | \$15 | 14,900 | \$223,500 |
| 2 | | STRUCTURE | | | | |
| | | CONCRETE BRIDGES | SF | \$350 | 43,800 | \$15,330,000 |
| | | CONCRETE BRIDGES WIDENING | SF | \$400 | - | \$0 |
| | | PEDESTRIAN BRIDGES | SF | \$400 | - | \$0 |
| | | STEEL BRIDGES | LS | \$0 | - | \$0 |
| | | BRIDGE ABUTMENT RETROFIT | SF | \$150 | - | \$0 |
| | | RETAINING WALLS (Cast in Place) | SF | \$105 | 113,000 | \$11,865,000 |
| | | RETAINING WALLS (Soil Nail with Cast in Place Facing) | SF | \$210 | - | \$0 |
| | | BRIDGE REMOVAL | SF | \$30 | 17,500 | \$525,000 |
| | | NOISE WALLS | SF | \$40 | - | \$0 |
| 3 | | SURFACING | | | | |
| | | PORTLAND CEMENT CONCRETE | SF | \$10 | 19,800 | \$198,000 |
| | | HOT MIX ASPHALT | TON | \$95 | 38,800 | \$3,686,000 |
| | | CRUSHED SURFACING | TON | \$35 | 44,300 | \$1,550,500 |
| 4 | | ROADSIDE DEVELOPMENT | | | | |
| | | FENCING | LF | \$15 | - | \$0 |
| | | SEEDING, MULCHING & FERTILIZING | ACRE | \$2,000 | 13.3 | \$26,600 |
| | | WETLAND MITIGATION | LS | \$0 | 1 | \$0 |
| | | TEMPORARY WATER POLLUTION & EROSION CONTROL (2%) | LS | \$1,032,000 | 1 | \$1,032,000 |
| | | LANDSCAPING | LS | \$431,000 | 1 | \$431,000 |
| 5 | | TRAFFIC | | | | |
| | | GUARD RAIL | LF | \$20 | - | \$0 |
| | | CONCRETE BARRIER | LF | \$65 | 10,400 | \$676,000 |
| | | SIGNAL SYSTEMS | LS | \$800,000 | 1 | \$800,000 |
| | | ILLUMINATION | LS | \$800,000 | 1 | \$800,000 |
| | | SIGNING | LS | \$280,000 | 1 | \$280,000 |
| | | CURBS | LF | \$20 | 6,000 | \$120,000 |
| | | SIDEWALKS | SY | \$35 | 3,400 | \$119,000 |
| | | ITS FOR HOT-LANES | LS | \$0 | 1 | \$0 |
| | | SC&DI (ITS) | LS | \$0 | 1 | \$0 |
| | | TRAFFIC CONTROL (3%) | LS | \$1,578,300 | 1 | \$1,578,300 |
| 5.1 | | OTHER ITEMS | | | | |
| | | SURVEYING (2%) | LS | \$1,083,800 | 1 | \$1,083,800 |
| | | SPECIAL ITEMS | EST | \$0 | 1 | \$0 |
| | | UTILITY RELOCATIONS | EST | \$1,084,000 | 1 | \$1,084,000 |
| 6 | | MISCELLANEOUS (25%) | LS | \$14,089,100 | 1 | \$14,089,100 |

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|---|--|---|------|------------------------------|----------------------------|----------------------|
| Project Description: | | SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: City of Gig Harbor | |
| Corridor Section: | | SPUI+Off ramp - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | | | Date: 10/9/2008 | |
| Location: | | SR 16 | | | Date of Cost Index: 2008 | |
| | | | | Calculated By/Entered By: YZ | | |
| | | | | Checked By: RJM | | |
| SPUI+Off ramp - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| 7 | | CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6) | | | | \$70,445,150 |
| 8 | | MOBILIZATION (10%) | | | | |
| | | 10% OF ITEM 7 | EST | \$7,044,600 | 1 | \$7,044,600 |
| 9 | | SUBTOTAL (ITEMS 7 & 8) | | | | \$77,489,750 |
| 10 | | SALES TAX | | | | |
| | | 8.4% OF ITEM 9 | EST | \$6,509,200 | 1 | \$6,509,200 |
| 11 | | AGREEMENTS (Utilities, WSP, etc.) | | | | |
| | | | EST | \$0 | 1 | \$0 |
| 12 | | SUBTOTAL (ITEMS 9 THRU 11) | | | | \$83,998,950 |
| 13 | | CONTINGENCIES | | | | |
| | | 4.0% OF ITEM 12 | EST | \$3,360,000 | 1 | \$3,360,000 |
| 14 | | SUBTOTAL (ITEMS 12 & 13) | | | | \$87,358,950 |
| 15 | | CONSTRUCTION | | | | |
| | | ENGINEERING (15% OF ITEM 14) | EST | \$13,104,000 | 1 | \$13,104,000 |
| | | ENVIRONMENTAL COMPLIANCE (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| | | DIRECT PROJECT SUPPORT (0% OF ITEM 14+ROW+PE) | EST | \$0 | 1 | \$0 |
| | | PROGRAM MANAGEMENT - DURING CONST. (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| 16 | | CONSTRUCTION TOTAL (ITEMS 14 & 15) | | | | \$100,462,950 |

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. H.W. Lochner, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

PLANNING LEVEL OPINION OF COST SUMMARY

| | | |
|----------------------|---|-------------------------------|
| Project Description: | SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | Client: City of Gig Harbor |
| Corridor Section: | SPUI+Off ramp - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor | Date: 10/9/2008 |
| Location: | SR 16 | Date of Cost Index: 2008 |
| | | Calculated By/Entered By: MAS |
| | | Checked By: |

SPUI+Off ramp - HWL - Without Risk and Lower Miscellaneous (Unknown) Factor

| | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
|-----|---|------|------------------------|-----|---------------------|
| II. | PRELIMINARY WORK | | | | |
| | PRELIMINARY ENGINEERING (15.0% OF ITEM 16) | EST | \$15,069,500 | 1 | \$15,069,500 |
| | PROGRAM MANAGEMENT - PRE CONSTRUCTION (0% OF ITEM 16) | EST | \$0 | 1 | \$0 |
| | ENVIRONMENTAL PERMITS | EST | \$0 | 1 | \$0 |
| | Risk 35% of Preliminary Engineering | | \$5,274,325 | 1 | \$5,274,325 |
| | Total | | | | \$20,343,825 |

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis Client: City of Gig Harbor
 Corridor Section: SPUI+Off ramp - HWL - With Risk - 20% and Higher Miscellaneous (Unknown) Factor Date: 10/9/2008
 Location: SR 16 Date of Cost Index: 2008
 Calculated By/Entered By: YZ
 Checked By: RJM

SPUI+Off ramp - HWL - With Risk - 20% and Higher Miscellaneous (Unknown) Factor

| | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
|------------|---|------|---------------------|---------|--------------|
| I. | CONSTRUCTION | | | | |
| 1 | PREPARATION/GRADING/DRAINAGE | | | | |
| | 1.1 PREPARATION | | | | |
| | CLEAR & GRUB, DEMO | ACRE | \$6,000 | 16.7 | \$100,200 |
| | REMOVING EXISTING PAVEMENT | SY | \$10 | 27,600 | \$276,000 |
| | REMOVAL STRUCTURES & OBSTRUCTIONS | LS | \$156,000 | 1 | \$156,000 |
| | 1.2 EARTHWORK | | | | |
| | ROADWAY EXCAVATION INCL. HAUL | CY | \$20 | 296,700 | \$5,934,000 |
| | STRUCTURE EX. CL. A INCL. HAUL | CY | \$25 | 8,400 | \$210,000 |
| | BORROW INCL. HAUL | TON | \$16 | 376,200 | \$6,019,200 |
| | EMBANKMENT COMPACTION | CY | \$2 | 203,400 | \$406,800 |
| | 1.3 STORMWATER MITIGATION | | | | |
| | DETENTION AND TREATMENT | SF | \$6 | 636,000 | \$3,816,000 |
| | 1.4 STORM SEWER | | | | |
| | CATCH BASIN TYPE 1 | EA | \$1,200 | 98 | \$117,600 |
| | CATCH BASIN TYPE 2 | EA | \$2,200 | 27 | \$59,400 |
| | PLAIN CONC. STORM SEWER PIPE 12 IN. DIAM. | LF | \$35 | 19,140 | \$669,900 |
| | PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM. | LF | \$45 | 3,570 | \$160,650 |
| | STRUCTURE EXCAVATION CL. B | CY | \$15 | 17,900 | \$268,500 |
| 2 | STRUCTURE | | | | |
| | CONCRETE BRIDGES | SF | \$350 | 52,500 | \$18,375,000 |
| | CONCRETE BRIDGES WIDENING | SF | \$400 | | \$0 |
| | PEDESTRIAN BRIDGES | SF | \$400 | | \$0 |
| | STEEL BRIDGES | LS | \$0 | - | \$0 |
| | BRIDGE ABUTMENT RETROFIT | SF | \$150 | - | \$0 |
| | RETAINING WALLS (Cast in Place) | SF | \$105 | 135,600 | \$14,238,000 |
| | RETAINING WALLS (Soil Nail with Cast in Place Facing) | SF | \$210 | - | \$0 |
| | BRIDGE REMOVAL | SF | \$30 | 21,000 | \$630,000 |
| | NOISE WALLS | SF | \$40 | - | \$0 |
| 3 | SURFACING | | | | |
| | PORTLAND CEMENT CONCRETE | SF | \$10 | 23,800 | \$238,000 |
| | HOT MIX ASPHALT | TON | \$95 | 46,600 | \$4,427,000 |
| | CRUSHED SURFACING | TON | \$35 | 53,200 | \$1,862,000 |
| 4 | ROADSIDE DEVELOPMENT | | | | |
| | FENCING | LF | \$15 | - | \$0 |
| | SEEDING, MULCHING & FERTILIZING | ACRE | \$2,000 | 16.0 | \$31,920 |
| | WETLAND MITIGATION | LS | \$0 | 1 | \$0 |
| | TEMPORARY WATER POLLUTION & EROSION CONTROL (2%) | LS | \$1,485,000 | 1 | \$1,485,000 |
| | LANDSCAPING | LS | \$517,000 | 1 | \$517,000 |
| 5 | TRAFFIC | | | | |
| | GUARD RAIL | LF | \$20 | - | \$0 |
| | CONCRETE BARRIER | LF | \$65 | 12,500 | \$812,500 |
| | SIGNAL SYSTEMS | LS | \$960,000 | 1 | \$960,000 |
| | ILLUMINATION | LS | \$960,000 | 1 | \$960,000 |
| | SIGNING | LS | \$336,000 | 1 | \$336,000 |
| | CURBS | LF | \$20 | 7,200 | \$144,000 |
| | SIDEWALKS | SY | \$35 | 4,000 | \$140,000 |
| | ITS FOR HOT-LANES | LS | \$0 | 1 | \$0 |
| | SC&DI (ITS) | LS | \$0 | 1 | \$0 |
| | TRAFFIC CONTROL (3%) | LS | \$2,660,800 | 1 | \$2,660,800 |
| 5.1 | OTHER ITEMS | | | | |
| | SURVEYING (2%) | LS | \$1,584,300 | 1 | \$1,584,300 |
| | SPECIAL ITEMS | EST | \$0 | 1 | \$0 |
| | UTILITY RELOCATIONS | EST | \$1,585,000 | 1 | \$1,585,000 |
| 6 | MISCELLANEOUS (40%) | LS | \$27,672,400 | 1 | \$27,672,400 |

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|---|--|--|------------------------------|---------------------|-----|---------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: City of Gig Harbor | | | |
| Corridor Section: SPUI+Off ramp - HWL - With Risk - 20% and Higher Miscellaneous (Unknown) Factor | | | Date: 10/9/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: YZ | | | |
| | | | Checked By: RJM | | | |
| SPUI+Off ramp - HWL - With Risk ~ 20% and Higher Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| 7 | | CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6) | | | | \$96,853,170 |
| 8 | | MOBILIZATION (10%) | | | | |
| | | 10% OF ITEM 7 | EST | \$9,685,400 | 1 | \$9,685,400 |
| 9 | | SUBTOTAL (ITEMS 7 & 8) | | | | \$106,538,570 |
| 10 | | SALES TAX | | | | |
| | | 8.4% OF ITEM 9 | EST | \$8,949,300 | 1 | \$8,949,300 |
| 11 | | AGREEMENTS (Utilities, WSP, etc.) | | | | |
| | | | EST | \$0 | 1 | \$0 |
| 12 | | SUBTOTAL (ITEMS 9 THRU 11) | | | | \$115,487,870 |
| 13 | | CONTINGENCIES | | | | |
| | | 4.0% OF ITEM 12 | EST | \$4,619,600 | 1 | \$4,619,600 |
| 14 | | SUBTOTAL (ITEMS 12 & 13) | | | | \$120,107,470 |
| 15 | | CONSTRUCTION | | | | |
| | | ENGINEERING (15% OF ITEM 14) | EST | \$18,017,000 | 1 | \$18,017,000 |
| | | ENVIRONMENTAL COMPLIANCE (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| | | DIRECT PROJECT SUPPORT (0% OF ITEM 14+ROW+PE) | EST | \$0 | 1 | \$0 |
| | | PROGRAM MANAGEMENT - DURING CONST. (0% OF ITEM 14) | EST | \$0 | 1 | \$0 |
| 16 | | CONSTRUCTION TOTAL (ITEMS 14 & 15) | | | | \$138,124,470 |

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. H.W. Lochner, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

| PLANNING LEVEL OPINION OF COST SUMMARY | | | | | | |
|---|--|---|-------------------------------|------------------------|-----|---------------------|
| Project Description: SR 16 Burnham Dr./Borgen Blvd. Interchange - Fatal Flaw Analysis | | | Client: City of Gig Harbor | | | |
| Corridor Section: SPUI+Off ramp - HWL - With Risk ~ 20% and Higher Miscellaneous (Unknown) Factor | | | Date: 10/9/2008 | | | |
| Location: SR 16 | | | Date of Cost Index: 2008 | | | |
| | | | Calculated By/Entered By: MAS | | | |
| | | | Checked By: RJM | | | |
| SPUI+Off ramp - HWL - With Risk ~ 20% and Higher Miscellaneous (Unknown) Factor | | | | | | |
| | | ITEM | UNIT | ESTIMATED UNIT COST | QTY | COST |
| II. | | PRELIMINARY WORK | | | | |
| | | PRELIMINARY ENGINEERING (15.0% OF ITEM 16) | EST | \$20,718,700 | 1 | \$20,718,700 |
| | | PROGRAM MANAGEMENT - PRE CONSTRUCTION (0% OF ITEM 16) | EST | \$0 | 1 | \$0 |
| | | ENVIRONMENTAL PERMITS | EST | \$0 | 1 | \$0 |
| | | Risk 35% of Preliminary Engineering | | \$7,251,545 | 1 | \$7,251,545 |
| | | Total | | | | \$27,970,245 |

Environmental Cost Assumptions

SPUI Alternative

| | | | | |
|-----------------|----|-----------|----------|--------------|
| wetland impacts | \$ | 469,000 | | |
| stream impacts | \$ | 550,000 | | |
| | \$ | 1,019,000 | round to | \$ 1,100,000 |

Split Diamond Alternative

| | | | | |
|-----------------|----|---------|----------|------------|
| wetland impacts | \$ | 422,000 | | |
| stream impacts | \$ | 440,000 | | |
| | \$ | 862,000 | round to | \$ 900,000 |

Hybrid Alternative

| | | | | |
|-----------------|----|-----------|----------|--------------|
| wetland impacts | \$ | 745,000 | | |
| stream impacts | \$ | 650,000 | | |
| | \$ | 1,395,000 | round to | \$ 1,400,000 |

RIGHT OF WAY COST ASSUMPTIONS

Use WSDOT right of way cost estimate as base

SPUI Alternative

No Right of way needed for construction. All improvement in public right of way

| | with risk | estimated risk | without risk |
|----------------------------------|----------------|----------------|---------------|
| Split Diamond Alternative | | | |
| WSDOT base cost | \$ 21,740,161 | | |
| no west side land impacts | \$ (1,782,643) | | |
| total | \$ 19,957,518 | \$ 4,595,379 | \$ 15,362,139 |
| round to | \$ 20,000,000 | | \$ 15,400,000 |

Hybrid Alternative

| | | | |
|---------------------------|----------------|--------------|---------------|
| WSDOT base cost | \$ 21,740,161 | | |
| no west side land impacts | \$ (1,782,643) | | |
| no NB on-ramp | \$ (4,114,866) | | |
| no loop ramp impacts | \$ (2,947,425) | | |
| total | \$ 12,895,227 | \$ 2,965,620 | \$ 9,929,607 |
| round to | \$ 12,900,000 | | \$ 10,000,000 |

REVISED FOR SPLIT DIAMOND BY PROJECT TEAM - Gig Harbor LPA Scoping - ASSUMES NO CHARGES ON WEST SIDE OF SR 16

10/15/08

| Prct # | Owner Name | Tax Parcel # | Imp/Exempt Category | zoning | Permit Fee | Land Area SF | Tax Value / Land | Tax Value / SF | Tax Value / SF | Acctm/Adj Stmt Est. | Land Fee | Diminution of Inz Ret. % Est. | Approval Fee \$ Est. | Approval Fee \$ Est. | Appraisal Fee \$ Est. | Repairs/Replacement Feed Est. | SEA | Proposed Imp Costs | Property Relocation Services Cost | Contamination and Incidental Cost - 30% | Total Project Cost | | |
|--------|--|--------------|---------------------|---------|------------|--------------|------------------|----------------|----------------|---------------------|----------|-------------------------------|----------------------|----------------------|-----------------------|-------------------------------|-----|--------------------|-----------------------------------|---|--------------------|-----------|-------------|
| 11 | COSEAN BURNHAM DRIVE, LLC | 222313012 | Warehouse | R1 M4D2 | 871 | 871 | 2650 | \$1,324 | X | 1,442 | | | | | | | | | | | \$16,200 | \$44,200 | |
| 13 | NORTHWEST STORAGE BOX, LLC | 222313016 | Warehouse | R2 | 131,116 | 541,600 | \$3,962 | 30 | X | 19,848 | | | | | | | | | | | | \$80,700 | \$39,274 |
| 14 | BUCKEY INDUSTRIES, INC. | 222313018 | Warehouse | R2 | 41,075 | 183,500 | \$4,465 | 30 | | 1,340 | | | | | | | | | | | | \$10,950 | \$47,820 |
| 15 | ASADAN BLAKE INVESTMENTS, LLC | 222313027 | Vacant | R2 | 43,232 | 187,600 | \$4,342 | 30 | | 43,232 | | | | | | | | | | | | \$20,715 | \$47,160 |
| 17 | COSEAN BURNHAM DRIVE, LLC | 222313069 | SFFI | R1 M4D | 637 | 288,169 | 288,200 | \$1,868 | | 7,359 | | | | | | | | | | | | \$18,285 | \$15,933 |
| 18 | HARBOR HILL, LLC | 402410092 | Vacant | PCD-L70 | 367 | 345,229 | 173,300 | \$1,862 | | 5,678 | | | | | | | | | | | | \$18,441 | \$78,999 |
| 19 | NORTHWEST COMMONS GROUP, LLC | 222313054 | Vacant | R1 M4D | 517 | 225,225 | 189,000 | \$4,217 | | 43,026 | | | | | | | | | | | | \$114,401 | \$364,220 |
| 20 | GIG HARBOR SPORTSMANS CLUB | 222313055 | Clubhouse | R1 M4D | 30 | 184,448 | 241,500 | \$1,306 | | 14,330 | | | | | | | | | | | | \$105,325 | \$369,270 |
| 21 | GIG HARBOR SPORTSMANS CLUB | 222314276 | Vacant | R2 | 3,44 | 226,596 | \$54,300 | \$1,110 | | 16,713 | | | | | | | | | | | | \$32,756 | \$181,963 |
| 22 | PERFECTUS LLC, TTEE | 122311046 | Storage units | MSF | 2,29 | 10,759 | 107,000 | \$8,183 | | 12,489 | | | | | | | | | | | | \$168,174 | \$214,423 |
| 23 | PERFECTUS LLC, TTEE | 211902038 | Vacant | MSF | 2,29 | 10,759 | 107,000 | \$8,183 | | 12,489 | | | | | | | | | | | | \$168,174 | \$214,423 |
| 24 | PERFECTUS LLC, TTEE | 211902040 | Vacant | MSF | 2,29 | 10,759 | 107,000 | \$8,183 | | 12,489 | | | | | | | | | | | | \$168,174 | \$214,423 |
| 25 | PERFECTUS LLC, TTEE | 222313050 | Vacant | R2 | 3,44 | 226,596 | \$54,300 | \$1,110 | | 16,713 | | | | | | | | | | | | \$32,756 | \$181,963 |
| 26 | NORTH CREEK GIG HARBOR, LLC | 222313052 | Vacant | R2 | 13,35 | 637,065 | \$49,400 | \$1,456 | | 63,740 | | | | | | | | | | | | \$158,507 | \$489,267 |
| 27 | NORTH CREEK GIG HARBOR, LLC | 222313052 | Vacant | R2 | 0,79 | 34,412 | \$79,200 | \$2,851 | | 11,857 | | | | | | | | | | | | \$253,206 | \$2,874,166 |
| 28 | TACOMA CITY LIGHT | 222313028 | Utilities | R1 M4D | 3,86 | 148,742 | 817,200 | \$5,498 | | 12,286 | | | | | | | | | | | | \$36,864 | \$119,470 |
| 29 | PERFECTUS LLC, TTEE | 211902032 | Vacant | MSF | 2,3 | 100,169 | \$293,200 | \$2,921 | | 10,837 | | | | | | | | | | | | \$33,300 | \$194,790 |
| 30 | BARCEL, EDGAR C. & LINDA I. | 222313015 | SFFI | MSF | 3,22 | 140,260 | \$297,100 | \$2,118 | | 64,827 | | | | | | | | | | | | \$25,481 | \$119,331 |
| 31 | NORTH CREEK GIG HARBOR, LLC | 222313015 | Vacant | R2 | 2,86 | 124,522 | \$178,000 | \$1,430 | | 16,121 | | | | | | | | | | | | \$31,034 | \$51,268 |
| 32 | ST CYR, BRADY A. TRUSTEE | 222313028 | SFFI + 2 dpts | MSF | 4,64 | 202,718 | \$294,300 | \$1,943 | | 23,879 | | | | | | | | | | | | \$17,287 | \$78,482 |
| 33 | KEAMATE, GLENDA AND JAMES | 222313042 | Vacant w/ 2 dpts | MSF | 0,57 | 24,829 | \$293,300 | \$5,339 | | 6,390 | | | | | | | | | | | | \$23,300 | \$18,269 |
| 34 | MERRITT, NICOLE E. JR. AND NAHA M. | 222313042 | Mobile Home | MSF | 7,03 | 304,227 | \$284,000 | \$1,262 | | 68,872 | | | | | | | | | | | | \$144,962 | \$217,820 |
| 35 | NORTH CREEK GIG HARBOR, LLC | 222313062 | Vacant | R2 | 13,35 | 637,065 | \$49,400 | \$1,456 | | 63,740 | | | | | | | | | | | | \$158,507 | \$489,267 |
| 36 | TROWBRIDGE, JASON | 211902037 | Service Garage | ED | 2,64 | 88,882 | \$297,200 | \$3,350 | | 13,196 | | | | | | | | | | | | \$74,334 | \$109,780 |
| 37 | PERINELLA EQUIPMENT | 211902021 | Warehouse | ED | 3,21 | 139,829 | \$862,000 | \$6,168 | | 20,237 | | | | | | | | | | | | \$50,000 | \$90,000 |
| 38 | GORNALLION PARTNERSHIP | 211902022 | Vacant | ED | 6,03 | 219,107 | \$722,600 | \$3,300 | | 61,406 | | | | | | | | | | | | \$60,000 | \$60,000 |
| 39 | HUMPHREYS SEPTIC TANK CLEANING | 211902023 | Warehouse | ED | 5,01 | 218,229 | \$776,000 | \$3,557 | | 19,832 | | | | | | | | | | | | \$60,000 | \$60,000 |
| 40 | WASHINGTON CORRECTIONAL CENTER, DOBSON | 222313048 | Vacant | CE | 0,47 | 20,473 | \$48,000 | \$4,183 | | 5,147 | | | | | | | | | | | | \$50,000 | \$50,000 |
| 41 | PERINELLA ELVIS LOUJOE | 222313054 | Open Bldg | CE | 0,77 | 33,141 | \$118,200 | \$4,203 | | 4,096 | | | | | | | | | | | | \$30,000 | \$30,000 |

\$15,754,444 \$192,000 \$55,000 \$145,000 \$72,500 \$290,000 \$21,750 \$87,000 \$28,500 \$11,000 \$4,595,378 \$19,987,518

\$15,982,139

with risk
without risk



Memorandum

**Olympic Region Real Estate Services
Right of Way Scoping Estimate**

Unless otherwise noted, this Scoping Estimate includes projected appraisal, acquisition, relocation, demolition, property management and related costs that may be applicable.

| | | | | | |
|--|--|---|--------------------------|----------------------|---------|
| SR | 16 | PS&E Title | Gig Harbor Split Diamond | | |
| PE | Steve Misiurak | Scoping Request Date | 5/7/08 | Estimate Date | 6/26/08 |
| Revision to Prior Scoping Estimate? | N/A | Date(s) of Prior Scoping Estimates | N/A | | |
| | | Comments | | | |
| Number of Parcels | Thirty (30) | | | | |
| Estimated Cost | \$21,740,200 | This estimate will be outdated within 6 months and could be significantly outdated within 1 year depending upon market conditions. | | | |
| Estimated Time to Acquire ROW | 18-24 months | This estimate assumes sufficient staffing and availability of State employee resources for negotiation, appraisal management, and contract fee appraisers | | | |
| Field Visit? If No, explain. | Yes, June 26, 2008 by Bill Moody. | | | | |
| Estimate Based on | Site inspection by Bill Moody, market data, Pierce County Assessor's website, Materials and data supplied by the City of Gig Harbor. | | | | |
| Assumptions | An approved right-of-way plan has not been completed. The scoping estimate assumes there will be land locked portions of parcel 15 & 16 resulting in uneconomic remainders, parcel 17 will be a total acquisition due to loss of access, parcel 1 will be a total acquisition, parcels 23 & 29 will be total acquisition due to the loss of the shooting range, there are no encumbrances on any parcels in the easement areas requiring compensation to clear, that no improvements not visible in the site inspection are present in the acquisition area, the presence of no hazardous materials or contaminants, and that ownership of the property rights to be acquired will require payment of just compensation. | | | | |
| Attachments | Plan Sheets, Spread sheet listing parcels, and email from Marcos McGraw. | | | | |
| Prepared by | Bill Moody | Reviewed by | Gail J. Harmon | | |

C: Steve Misiurak, Hal Wolfe, Gail J. Harmon, Paul Lovegren; Project File, Scoping File.

Gig Harbor LPA Scoping - SPLIT DIAMOND RW BY WSDOT

| Parcel # | Owner Name | Tax Parcel # | Improvements On records | Zoning | Parcel Acres | Land Area SF | Tax Value / SF | Tax Value / SF | Acquisition | R/W Area S.F. | RDV | Land \$ | Acquisition Cost | Total Prob Corp \$ Est. | Demolition & Misc Bar \$ Est. | Appraisal Fee \$ Est. | Appraisal Review Fee \$ Est. | Negotiation Fee Est. | SEA | Processing | Property Management Services Costs | Relocation Services Cost | Contamination and Incidental Cost - 30% | Total Parcel Cost |
|----------|-----------------------------------|--------------|-------------------------|---------|--------------|--------------|----------------|----------------|-------------|---------------|-----|--------------|------------------|-------------------------|-------------------------------|-----------------------|------------------------------|----------------------|----------|------------|------------------------------------|--------------------------|---|-------------------|
| 1 | GIG HARBOR SELF STORAGE, LLC | 1223610266 | Storage units | DE | 3.07 | 132,729 | \$240,200 | \$2 | \$246,761 | 1,47,980 | X | \$7.00 | \$2,200,000 | \$143,000 | \$85,000 | \$5,000 | \$2,500 | \$10,000 | \$760 | \$3,000 | \$8,000 | \$10,000 | \$80,175 | \$3,247,425 |
| 2 | PERRIDIS LLC, TTEE | 2210620328 | Vacant | MSF | 2.22 | 101,059 | \$207,000 | \$2 | \$25,345 | 12,291 | | \$7.00 | \$97,437 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$32,750 | \$141,943 |
| 3 | PERRIDIS LLC, TTEE | 2210620329 | Vacant | MSF | 2.29 | 96,752 | \$241,700 | \$2 | \$64,193 | 26,493 | | \$7.00 | \$186,451 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$49,165 | \$265,281 |
| 4 | TROUBRIDGE, JASON | 2210620377 | Surface Garage | ED | 2.04 | 88,662 | \$391,200 | \$4 | \$3,156 | 717 | | \$14.00 | \$10,038 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$9,530 | \$41,264 |
| 5 | PERRIDIS LLC, TTEE | 2210620382 | Vacant | MSF | 2.3 | 100,188 | \$229,200 | \$2 | \$20,037 | 9,017 | | \$7.00 | \$923,119 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$25,481 | \$110,350 |
| 6 | PERRIDIS LLC, TTEE | 2210620369 | Vacant | MSF | 2.26 | 98,446 | \$240,500 | \$2 | \$70,634 | 28,933 | | \$7.00 | \$202,391 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$67,242 | \$110,350 |
| 7 | PENNSULA EQUIPMENT | 2210620371 | Warehouse | ED | 3.21 | 139,628 | \$552,800 | \$4 | \$80,006 | 20,237 | | \$14.00 | \$293,911 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$91,629 | \$296,686 |
| 8 | SEAWAY PARTNERSHIP | 2210620372 | Vacant | ED | 5.01 | 219,107 | \$727,500 | \$4 | \$14,799 | 34,106 | | \$14.00 | \$477,684 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$149,770 | \$549,204 |
| 9 | HEALY'S SEPTIC TANK CLEANING INC. | 2210620373 | Warehouse | ED | 5.01 | 219,226 | \$776,600 | \$4 | \$70,604 | 19,833 | | \$14.00 | \$277,962 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$89,824 | \$396,226 |
| 10 | RAMOS, EDGAR C. & LINDA I. | 2223130009 | SFR | MSF | 3.22 | 140,203 | \$257,100 | \$2 | \$4,637 | 2,530 | | \$7.00 | \$17,710 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$11,638 | \$81,298 |
| 11 | DOBSON-BURNHAM DRIVE, LLC | 2223130312 | Vacant | R1 MUD | 0.69 | 871 | \$650 | \$1 | \$1,324 | 1,442 | | \$8.50 | \$12,287 | \$0 | \$0 | \$8,000 | \$2,600 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$13,000 | \$44,200 |
| 12 | NORTH CREEK GIG HARBOR, LLC | 2223130315 | Vacant | R2 | 2.86 | 124,582 | \$178,600 | \$1 | \$8,121 | 4,265 | | \$8.50 | \$26,252 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$17,401 | \$73,402 |
| 13 | BURNHAM STORAGE BOX, LLC | 2223130318 | Warehouse | RB2 | 3.07 | 131,176 | \$411,600 | \$3 | \$62,812 | 19,845 | | \$14.00 | \$279,230 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$59,294 | \$391,274 |
| 14 | MIC WEST INDUSTRIES, INC. | 2223130318 | Vacant | R2 | 5.02 | 40,075 | \$153,500 | \$4 | \$6,665 | 1,740 | | \$8.50 | \$14,276 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$13,985 | \$47,502 |
| 15 | MEZDOGH BURNHAM, LLC | 2223130320 | Vacant | R2 | 5.44 | 236,868 | \$304,100 | \$1 | \$799,926 | 86,713 | | \$7.00 | \$599,991 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$188,520 | \$889,263 |
| 16 | NORTHWEST COMMONS GROUP, LLC | 2223130324 | Vacant | R1 MUD | 5.17 | 225,205 | \$468,600 | \$4 | \$71,933 | 40,090 | | \$8.50 | \$366,248 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$116,409 | \$604,420 |
| 17 | ASHDAUN BLAKE INVESTMENTS, LLC | 2223130327 | Vacant w/ prob | MSF | 0.92 | 40,075 | \$181,600 | \$4 | \$181,699 | 40,075 | | \$8.50 | \$340,038 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$193,718 | \$471,164 |
| 18 | ST. CYR, GLADYS A. TRUSTEE | 2223130328 | SFR + 2 dock | MSF | 4.64 | 202,118 | \$254,300 | \$1 | \$3,359 | 2,307 | | \$7.00 | \$16,148 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$11,207 | \$49,268 |
| 19 | NORTH CREEK GIG HARBOR, LLC | 2223130328 | Vacant | R2 | 12.83 | 537,095 | \$624,400 | \$1 | \$434,420 | 697,095 | | \$4.00 | \$2,148,946 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$651,056 | \$2,831,102 |
| 20 | KENMIRE, GUENGLA AND JAMES | 2223130340 | Vacant w/ prob | MSF | 0.57 | 24,809 | \$20,200 | \$1 | \$5,388 | 6,590 | | \$8.50 | \$68,015 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$23,320 | \$101,692 |
| 21 | MERRITT, NICOLA E. JR AND NINA M. | 2223130342 | Mobile Home | MSF | 7.03 | 306,227 | \$354,500 | \$1 | \$78,254 | 65,970 | | \$7.00 | \$461,209 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$144,819 | \$607,602 |
| 22 | WASHINGTON CORRECTIONAL CENTER | 2223130346 | Vacant | DE | 0.47 | 30,473 | \$96,900 | \$4 | \$38,925 | 9,147 | | \$14.00 | \$120,059 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$44,345 | \$184,750 |
| 23 | GIG HARBOR SPORTSMANS CLUB | 2223130344 | Club House | R1 MUD | 30.36 | ### | \$381,600 | \$0 | \$35,454 | 122,871 | | \$4,400,000 | \$50,000 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$8,000 | \$1,000 | \$1,244,975 | \$5,654,955 |
| 24 | PENNSULA ELKS LODGE | 2223130354 | Comm Bldg | DE | 0.77 | 33,541 | \$118,200 | \$4 | \$16,161 | 4,588 | | \$8.50 | \$97,796 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$25,864 | \$116,410 |
| 25 | NORTH CREEK GIG HARBOR, LLC | 2223130362 | Vacant | R2 | 13.56 | 590,674 | \$686,500 | \$1 | \$689,500 | 590,674 | | \$4.00 | \$5,369,896 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$25,786 | \$111,740 |
| 26 | TACOMA CITY LIGHT | 2223130368 | Utilities | R1 MUD | 3.86 | 168,142 | \$17,200 | \$0 | \$1,258 | 12,640 | | \$8.50 | \$102,090 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$37,329 | \$161,759 |
| 27 | DOBSON-BURNHAM DRIVE, LLC | 2223130369 | SFR | R1 MUD | 6.57 | 286,189 | \$383,200 | \$1 | \$9,835 | 7,750 | | \$8.50 | \$65,875 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$26,288 | \$119,913 |
| 28 | GIG HARBOR SPORTSMANS CLUB | 2223140716 | Vacant | R1 MUD | 5 | 217,800 | \$252,100 | \$1 | \$56,578 | 53,022 | | \$8.50 | \$400,000 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$186,525 | \$920,275 |
| 29 | HAIRBOR HILL, LLC | 4002472260 | Vacant | POD-LPD | 8.07 | 351,529 | \$178,300 | \$1 | \$2,878 | 5,675 | | \$7.00 | \$39,792 | \$0 | \$0 | \$5,000 | \$2,500 | \$10,000 | \$750 | \$3,000 | \$500 | \$0 | \$19,440 | \$79,910 |
| 30 | | | | | | | | | | | | \$13,766,701 | \$50,000 | \$0 | \$145,000 | \$72,500 | \$290,000 | \$21,750 | \$87,000 | \$22,000 | \$1,000 | \$4,306,785 | \$21,740,161 | |

LOCHNER

Gig Harbor SR 16/Burnham/Borgen Interchange



Appendix C - Correspondence

Two letters regarding this project were received by the City during the course of the Level III review and are included on the following pages.

LOCHNER

Gig Harbor SR 16/Burnham/Borgen Interchange



Thomas E. Horkan, P.E.
11522 70th Avenue NW
Gig Harbor, WA 98332
horkan@centurytel.net

DEC 10 2007
CITY OF GIG HARBOR

December 10, 2007

The Honorable Chuck Hunter
Mayor of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: Borgen/Boulevard Interchange Considerations

Dear Mayor Hunter:

I appreciate you and your staff taking the time to meet with me to discuss the future of the Borgen/Burnham interchange and the on-going efforts by the City to resolve traffic congestion issues in the near term, as well as the long term. As a former City resident, who currently resides in Pierce County area directly west of the City limits, I am very familiar with the development of traffic in the area and I am currently a daily user of the Borgen/Burnham interchange.

I have worked in the transportation engineering field for twenty-two years on large and complex transportation problems in the highway, bridge and transit industry. I have worked primarily in the field of non-traditionally or locally financed transportation projects with accelerated schedules and major construction challenges. I am a registered Civil Engineer in Wisconsin, California and Washington. My most familiar project to Gig Harbor was the Tacoma Narrows Bridge Project public-private partnership where I was the private sector partner Project Manager. In that role I was responsible for the development of environmental studies for federal and state approval, permitting, preliminary engineering and negotiations of the Design-Build agreement as well as other third party agreements, and the public project spokesmen. I also have work experience in managing major transportation programs specifically in developing and modifying freeway interchanges in high growth areas very similar to the current Borgen/Burnham interchange. I most recently have been the consultant Project Manager for the SR 167 Extension from Puyallup to the Port of Tacoma which is a \$2 Billion new freeway development.

I write with a desire to have comments entered into the public hearing on the proposed City decision to select a preferred alternative and hopefully provide some meaningful thoughts to be considered prior to a decision being made. Unfortunately other commitments do not allow me to attend the hearing, but I wanted to offer some comments for consideration.

LOCHNER**Gig Harbor SR 16/Burnham/Borgen Interchange**

Mayor Chuck Hunter
 Page 2 of 5
 December 10, 2007

I am generally familiar with the work that City has been completing with various stakeholders and consultants on the interchange issue. I did have the opportunity to attend the open house the City held at the City building in October. I also have reviewed the screening documentation for the proposed interchange solutions as well as traffic data and rough cost estimates for the shortlisted projects for the long term solution. My comments relate specifically to the alternatives described as the "Split Diamond" and the "Single Point Urban Interchange". I understand that the working group on the interchange issues may be leaning heavily toward the Split Diamond alternative as the recommended preferred, and the City would move forward potentially in accelerating work on that alternative. While I do not discount the work done to date, nor do I question any qualifications of those involved, I have some concerns that I believe you and the council as City decision makers should consider. Briefly, my questions and comments include:

1. Environmental Documentation and Approvals. It is not clear what the role, if any, that FHWA may play in the ultimate freeway access decision. Historically FHWA has played a role in the SR 16 Corridor under previous National Highway Designation and the interest of the military in the corridor operation as a link between major installations of McChord Air Force Base, Ft. Lewis, Bangor and the Naval Shipyard. The potential involvement of federal funds would typically involve a role of approval under the National Environmental Policy Act (NEPA) with a federal agency in the lead. There likely is an easy answer to this question. I just have not been able to sort out what the role in approval of freeway modifications FHWA might play on this State Highway. Similarly under the State Environmental Policy Act are the City and WSDOT acting as co-lead agencies or is the SEPA approval solely rest with the City? The theme of the questions is to ensuring that the proper approval authorities are involved early in the decision making to avoid false starts.
2. Single Point Urban Interchange (SPUI) - I believe when completed this concept would provide the most capacity at the main interchange point serving Gig Harbor North. The SPUI also would maintain consistency to the road network in the area and concentrates access points and return movements in the same location which is desirable from a traffic distribution and driving pattern standpoint. Typical high activity areas have benefited from the SPUI design as providing maximum capacity and reducing queuing. The Black Lake interchange on US 101 in Olympia and the SR 705/SR 509 interchange in downtown Tacoma are examples of these interchanges accommodating large volume movements near high activity centers. There are two main struggles with the option. The first includes the interaction with the SR 302 westbound off ramp from SR 16 with the westbound on-ramp from Borgen Boulevard, and the second is the impact during construction. I believe it is possible that the solutions to those issues may have much less ramifications to the City than the relocation of westbound access to SR 16 further to the west, as in the Split Diamond concept and offloading freeway traffic directly to Burnham Drive.

LOCHNER**Gig Harbor SR 16/Burnham/Borgen Interchange**

Mayor Chuck Hunter
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 December 10, 2007

3. Split Diamond Concept – From our discussions I gather that the Split Diamond Concept is gathering some momentum among local stakeholders. There are several concerns and several advantages to this option, most of which have been well documented and discussed. Since I have not been in the discussions with WSDOT and the other stakeholders I feel obligated to bring up several issues of complexity I see with this option.
 - a. The issue of installing a hook ramp system (this would be the commonly used term in highway nomenclature for the proposed westbound off and on ramps) is typically strongly discouraged by federal and state highway authorities. The reasons generally revolve around spacing between the point of exiting the highway and the point where you re-enter the highway for a return movement to where the trip originated. The westbound exit and eastbound entry are logical return movements and good highway planning would encourage locating those points very close together (at an interchange overcrossing). A similar discontinuity will occur between the eastbound exit to the Burnham interchange and the westbound entry point. I would be concerned if this issue has not been raised during the discussions. While WSDOT may desire to increase the distance between the Burnham westbound on ramp and SR 302, this configuration would not typically be advisable for both freeway and arterial planning. If the City desires to proceed with this option I would strongly recommend that the approval of the state highway authorities is well documented.
 - b. Solely for the City of Gig Harbor interest you should give the discontinuity in the City freeway access some serious consideration. A consistent travel pattern is an important element of transportation network to function properly. The unaccustomed driver finds themselves searching to find their way back to the freeway in the correct direction. There will also be greater miles of travel on the City arterial system with the discontinuity in freeway access location as traffic is likely exiting and entering the freeway further from the high activity uses of the Gig Harbor North retail center.
 - c. The City should also assume that the at-grade access to the Haven of Rest Cemetery and the small retail/commercial area would need to be eliminated and alternative access provided to those facilities from the arterial street network. While not necessarily an agreed upon assumption, my expectation is that access to the cemetery and the retail/commercial would go away eventually as a result of extending the HOV lanes to SR 302. Who will pay to provide alternative access and what that access will look like with the Split Diamond alternative should be determined before a final decision is made.
 - d. I have not checked the Borgen/Burnham overcrossing existing bridge cross section clearance on State Route 16, but I question if the eastbound exit ramp to Burnham can accommodate a full standard exit ramp and a HOV lane in the eastbound section without significant structure modification. This should be verified by an engineering review.

LOCHNER**Gig Harbor SR 16/Burnham/Borgen Interchange**

Mayor Chuck Hunter
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December 10, 2007

particularly looking at the developed separation from the off-ramp and the mainline depicted on the drawings. The importance of the question is whether significant bridge work at the Borgen/Burnham interchange will have to happen in the future regardless of the desire to avoid the work with the Split Diamond concept.

- e. I conducted a quick field review of the area where the book ramps would be located and believe that to be a significant civil engineering project. I have not seen a vertical profile yet of the ramps, but I would expect the grades to be significant. This should be examined very carefully as the ramps will likely accommodate a significant number of trucks. The area has steep slopes and the ramps would require significant cut and fill. A significant MSE wall system is planned so therefore a thorough geotechnical review would be advised early on to understand cost and constructability risks.
4. Preliminary Cost Information - I would express concern that the cost information presented in the screening analysis may not contain adequate contingency and quantify risks for final decision making. I have also not seen an analysis of what the additional right of way required for the Split Diamond alternative might cost. I believe WSDOT would typically use a higher percentage for contingency at this point, as well as defined escalation and risk impacts.
5. Constructibility - Clearly there are perceived problems with the SPUI construction and its impact on access to the Gig Harbor North Area during the construction timeframe. The assumed impact alone may be cause for stakeholders to desire another option. My recommendation for the City is to thoroughly look at the possibilities for reducing the perceived impact through a creative staging plan. I am unsure if anyone has looked into a staging scenario as of yet beyond a cursory engineering review. I would encourage the City to engage experienced construction personnel to take a look at how the interchange work might be staged to reduce the through flow impact and the duration of construction. A reduction in the short term pain of construction at this location could make this alternative more appealing as the long term "right thing to do" without significant City impacts distributed to other arterials with the Split Diamond concept. It is conceivable with some offset to the new structure a way could be found to build the SPUI in stages to keep traffic flowing. This would admittedly be a complex operation that would require expert construction review.

The Split Diamond Concept has some construction challenges. Geotechnical review needs to be completed on the proposed highway ramps descending down to Burnham Drive to make sure the concept proposed is feasible and practicable. The full right of way impact should be well understood as well as the structures needed to cross the proposed Cushman Trail extension and any work needed to the Cushman Power Lines understood. Those impacts could include significant schedule restrictions as well as costs.

6. Long Term Ramifications - The City should not discount the potential traffic distribution and traffic patterns that relocation of freeway access could have on

Gig Harbor SR 16/Burnham/Borgen Interchange

Mayor Cauck Hunter
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December 10, 2007

the arterial roadway network and the City as a whole. Currently the freeway access to the City of Gig Harbor is through primarily three interchanges with well established arterial networks arranged to serve the freeway traffic. The movement of the westbound freeway exit and the westbound freeway entrance at Gig Harbor North to a location that directly connects to a two-lane City arterial (Burnham Drive) will alter that area significantly. While the traffic studies may show traffic being accommodated, I believe the City should be concerned about the potential for more traffic causing unintended consequences to the transportation network that will require even more improvements in the future. As City leaders you must always weigh not only the best forecasts of what the future will be, but also the consequences if the forecasts are not correct and the risks incurred to the City and its citizens.

I would recommend and suggest that the City not make a final decision on a preferred alternative as you proceed into the Supplemental Environmental Impact Statement (SEIS) but carry forward both alternatives of the Split Diamond and the SPUJ, along with the No Build option. During the preparation of the SEIS the City and WSDOT should thoroughly examine both build options with additional Geotechnical Engineering, Constructability and Construction Staging analyses. The City will need to also understand the full cost of the alternatives including right of way, easement impacts, utilities, and mitigation that will be required before making a decision on a preferred alternative.

Thanks for the opportunity to provide comments and again I apologize for not being able to provide comments in person. I also want to thank you and your staff and the City Council for their public service and being a part of making the Gig Harbor area such a great place to live.

Sincerely,

Tom Horkan, PE

Gig Harbor SR 16/Burnham/Borgen Interchange



***SHDP ASSOCIATES, LLC/
CAPITAL MANAGEMENT GROUP, INC. TIC***

8129 Lake Ballinger Way, Suite 104 Edmonds, WA 98026
Telephone: (425) 329-0848 Facsimile: (425) 329-0849

September 25, 2008

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

REFERENCE: Burnham/Borgen/SR-16 Interchange Options

Dear Rob:

First Western Development Service has a long history with regard to commercial development in the Gig Harbor North area. We currently have two active projects along Borgen Boulevard that are served by the SR-16 Interchange. We have attended many of the BB-16 committee meetings and reviewed most of the current material available on the intersection. We feel that the wrong decision on the intersection solution would significantly impact the Gig Harbor North commercial corridor, an area the City and so many others have worked hard to create.

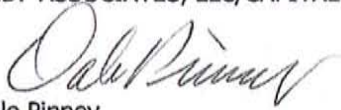
We feel it is critical that the north bound on and off ramp functions to SR-16 at Burnham /Borgen remain in place at that location. Both of the two SPUI options maintain these on and off ramps. Having full access to the freeway at Borgen Boulevard is key to the commercial corridor. The majority of users of the Gig Harbor commercial corridor come from SR-16. Commercial uses rely on easy direct access; this is exactly what drove the original Gig Harbor North layout. If the primary access point is shifted to the south, so will the focus of the retail community. In essence you will place a significant handicap on the existing commercial area that is just reaching its full potential.

We strongly recommend that the SPUI be built first and the Modified SPUI be added on as soon as possible, or built as one project. This option maintains the critical access to the newly developed Borgen commercial corridor, while providing a needed back door into the area.

Page 2 of 2

After all the struggles to locate St. Anthony's, Costco, Harbor Hills, Gig Harbor North and South, it seems ridiculous that the city would choose to cut off the main access to this vital commercial corridor.

Sincerely
SHDP ASSOCIATES, LLC/CAPITAL MANAGEMENT GROUP, INC. TIC



Dale Pinney,
Project Manager

DP:nlb

cc: Mayor Chuck Hunter
Tim Payne
Steven Ekberg
Derek Young
Jim Franich
Ken Malich
Paul Conan
Paul Kadzik

Exhibit B

BB16 Long Term Fix Summary of Public Meetings

New Business - 1

| Meeting(s) | Dates | Attendees |
|--|--|--|
| GH North Traffic Options Committee | Aug. 4, 2005, Sept. 15, 2005, Sept. 28, 2005, Dec. 14, 2005, Jan. 13, 2006, Jan. 18, 2006, Feb. 22, 2006, Apr. 26, 2006, Jun. 28, 2006, Jul. 19, 2006, Aug. 23, 2006, Sept. 27, 2006, Oct. 25, 2006, Nov. 15, 2006, Dec. 13, 2006, Jan. 17, 2007, Feb. 21, 2007, Mar. 21, 2007, Apr. 18, 2007, May 30, 2007, Sept. 12, 2007, Oct. 24, 2007, Dec. 19, 2007, Jan. 23, 2008, Mar. 26, 2008, Jul. 16, 2008, Sept. 3, 2008, Nov. 5, 2008 | GH North Traffic Options Committee, Stakeholders (list of interested parties) |
| Design Charrettes w/ Consultants, WSDOT, Pierce County | Oct. 25, 2007, Oct. 2, 2008, May 7, 2008 | |
| Citizens Panel | Nov. 5, 2008, Sept. 3, 2008 | GH North Businesses/Stakeholders |
| Open House | Oct. 17, 2007 Nov. 27, 2007, Dec. 6, 2007, Nov. 10, 2008 | GH North Businesses/Public |
| City Council Regular | Nov. 17, 2007, Apr. 28, 2008, Jul. 28, 2008, Nov. 24, 2008 | |
| City Council Worksession | Nov. 19, 2007, Dec. 10, 2007, Apr. 28, 2008, Sept. 8, 2008 | Dave Skinner/HDR Al King/Lochner |

BB16 Long Term Fix
Summary of Public Meetings

New Business - 1

| Meeting(s) | Dates | Attendees |
|--|---------------------------------|---|
| One on One w/ City Council | Oct. 30 – Nov. 15, 2007 | |
| Stakeholders One on One | November 2007 | |
| Operations & Public Projects Committee | Aug. 16, 2007, Nov. 15, 2007 | |
| Comments Received (see attached) | Nov. 29, 2007 | From: Pierce Transit, George Patton, Principal Planner |
| | Dec. 10, 2007 | From: Thomas Horkan, P.E., Pierce Co. resident |
| | Jan. 23, 2008 | From: Chief Black, Fire District 5 |

*CSP 0608
Level 2 Comments***RECEIVED**

DEC 03 2007

**CITY OF GIG HARBOR
OPERATIONS & ENGINEERING**

November 29, 2007

Emily Appleton, Senior Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: PIERCE TRANSIT COMMENTS ON BURNHAM DRIVE INTERCHANGE OPTIONS

Thanks again for the opportunity to review the city's four alternative concepts for the reconstruction of the Burnham Drive Interchange. They obviously represent a significant investment of time and creative thought about ways that traffic congestion in the vicinity of the interchange can be mitigated.

As I mentioned at our meeting, the only Pierce Transit services that currently utilize the Burnham Drive Interchange are SHUTTLE vans, transporting persons with disabilities. However, Pierce Transit's adopted six-year plan does provide for all day freeway-oriented services that would utilize the Burnham Interchange to serve local businesses and to connect with community-oriented transit services. Accordingly, we are anxious to ensure that any future facility will accommodate transit operations. To do this, we will need the following transit-oriented facilities:

- The ability to exit and reenter SR-16 in a timely fashion;
- Somewhere along Borgen Blvd., the continuing ability to turn buses around (We presently accomplish this using the 51st Avenue Roundabout.); and,
- The ability to park up to four transit vehicles at the same time so that customers can transfer between routes. This would be most effectively accomplished by constructing a pullout that is roughly 300 feet long somewhere in the vicinity of the Borgen Blvd. shopping district.

With these long-term needs in mind, we offer the following comments.

1. All four interchange concepts appear to satisfy the first need, while the second and third are beyond the scope of this project. Accordingly, our preference is for the concept that allows vehicles to most effectively access and egress adjacent community active centers from SR-16.
2. With this in mind, the 'Split Diamond Concept' would have the advantage of reducing the number of transit vehicles operating along Borgen Blvd. but would likely preclude establishing the Borgen Blvd. area as an intermediate stop on any future express route. The delay involved for northbound buses exiting at Harbor Hill Drive, traveling up to Borgen Blvd. and then backtracking to the freeway would likely be excessive. If the 'Split Diamond Concept' is adopted, we suggest that the city and state consider the retention of the existing northbound on-ramp at Burnham Drive.
3. Whatever design concept is ultimately adopted, we suggest the design engineering staff consider whether 'flyer stops,' that would allow passenger operations to occur without exiting the SR-16

Emily Appleton
November 30, 2007
Page 2 of 2

New Business - 1

right-of-way, can be cost-effectively designed into the project. If possible, flyer stops may hugely increase the future competitiveness of transit services that link the Gig Harbor Peninsula with other parts of the Puget Sound region.

Again, thank you for allowing Pierce Transit to comment on the Burnham Drive Interchange concepts. Please feel free to contact me if you have questions about our comments or needs. My telephone number is (253) 983-2732.

Sincerely,



George Patton
Principal Planner

cc: Lynne Griffith
Louise Bray
Kelly Hayden

RECEIVED
DEC 03 2007
CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

CSF0608

Level 2 New Business - 1

RECEIVED

Comments

DEC 10 2007

to Council

CITY OF GIG HARBOR

Thomas E. Horkan, P.E.
11522 70th Avenue NW
Gig Harbor, WA 98332
horkan@centurytel.net

December 10, 2007

The Honorable Chuck Hunter
Mayor of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: Borgen\Boulevard Interchange Considerations

Dear Mayor Hunter:

I appreciate you and your staff taking the time to meet with me to discuss the future of the Borgen\Burnham interchange and the on-going efforts by the City to resolve traffic congestion issues in the near term, as well as the long term. As a former City resident, who currently resides in Pierce County area directly west of the City limits, I am very familiar with the development of traffic in the area and I am currently a daily user of the Borgen\Burnham interchange.

I have worked in the transportation engineering field for twenty-two years on large and complex transportation problems in the highway, bridge and transit industry. I have worked primarily in the field of non-traditionally or locally financed transportation projects with accelerated schedules and major construction challenges. I am a registered Civil Engineer in Wisconsin, California and Washington. My most familiar project to Gig Harbor was the Tacoma Narrows Bridge Project public-private partnership where I was the private sector partner Project Manager. In that role I was responsible for the development of environmental studies for federal and state approval, permitting, preliminary engineering and negotiations of the Design-Build agreement as well as other third party agreements, and the public project spokesmen. I also have work experience in managing major transportation programs specifically in developing and modifying freeway interchanges in high growth areas very similar to the current Borgen\Burnham interchange. I most recently have been the consultant Project Manager for the SR 167 Extension from Puyallup to the Port of Tacoma which is a \$2 Billion new freeway development.

I write with a desire to have comments entered into the public hearing on the proposed City decision to select a preferred alternative and hopefully provide some meaningful thoughts to be considered prior to a decision being made. Unfortunately other commitments do not allow me to attend the hearing, but I wanted to offer some comments for consideration.

I am generally familiar with the work that City has been completing with various stakeholders and consultants on the interchange issue. I did have the opportunity to attend the open house the City held at the City building in October. I also have reviewed the screening documentation for the proposed interchange solutions as well as traffic data and rough cost estimates for the shortlisted projects for the long term solution. My comments relate specifically to the alternatives described as the "Split Diamond" and the "Single Point Urban Interchange". I understand that the working group on the interchange issues may be leaning heavily toward the Split Diamond alternative as the recommended preferred, and the City would move forward potentially in accelerating work on that alternative. While I do not discount the work done to date, nor do I question any qualifications of those involved, I have some concerns that I believe you and the council as City decision makers should consider. Briefly, my questions and comments include:

1. Environmental Documentation and Approvals. It is not clear what the role, if any, that FHWA may play in the ultimate freeway access decision. Historically FHWA has played a role in the SR 16 Corridor under previous National Highway Designation and the interest of the military in the corridor operation as a link between major installations of McChord Air Force Base, Ft. Lewis, Bangor and the Naval Shipyard. The potential involvement of federal funds would typically involve a role of approval under the National Environmental Policy Act (NEPA) with a federal agency in the lead. There likely is an easy answer to this question. I just have not been able to sort out what the role in approval of freeway modifications FHWA might play on this State Highway. Similarly under the State Environmental Policy Act are the City and WSDOT acting as co-lead agencies or is the SEPA approval solely rest with the City? The theme of the questions is to ensuring that the proper approval authorities are involved early in the decision making to avoid false starts.
2. Single Point Urban Interchange (SPUI) – I believe when completed this concept would provide the most capacity at the main interchange point serving Gig Harbor North. The SPUI also would maintain consistency to the road network in the area and concentrates access points and return movements in the same location which is desirable from a traffic distribution and driving pattern standpoint. Typical high activity areas have benefited from the SPUI design as providing maximum capacity and reducing queuing. The Black Lake interchange on US 101 in Olympia and the SR 705\SR 509 interchange in downtown Tacoma are examples of these interchanges accommodating large volume movements near high activity centers. There are two main struggles with the option. The first includes the interaction with the SR 302 westbound off ramp from SR 16 with the westbound on-ramp from Borgen\Boulevard, and the second is the impact during construction. I believe it is possible that the solutions to those issues may have much less ramifications to the City then the relocation of westbound access to SR 16 further to the west, as in the Split Diamond concept and offloading freeway traffic directly to Burnham Drive.

3. Split Diamond Concept – From our discussions I gather that the Split Diamond Concept is gathering some momentum among local stakeholders. There are several concerns and several advantages to this option, most of which have been well documented and discussed. Since I have not been in the discussions with WSDOT and the other stakeholders I feel obligated to bring up several issues of complexity I see with this option.
 - a. The issue of installing a hook ramp system (this would be the commonly used term in highway nomenclature for the proposed westbound off and on ramps) is typically strongly discouraged by federal and state highway authorities. The reasons generally revolve around spacing between the point of exiting the highway and the point where you re-enter the highway for a return movement to where the trip originated. The westbound exit and eastbound entry are logical return movements and good highway planning would encourage locating those points very close together (at an interchange overcrossing). A similar discontinuity will occur between the eastbound exit to the Burnham interchange and the westbound entry point. I would be concerned if this issue has not been raised during the discussions. While WSDOT may desire to increase the distance between the Burnham westbound on ramp and SR 302, this configuration would not typically be advisable for both freeway and arterial planning. If the City desires to proceed with this option I would strongly recommend that the approval of the state highway authorities is well documented.
 - b. Solely for the City of Gig Harbor interest you should give the discontinuity in the City freeway access some serious consideration. A consistent travel pattern is an important element of transportation network to function properly. The unaccustomed driver finds themselves searching to find their way back to the freeway in the correct direction. There will also be greater miles of travel on the City arterial system with the discontinuity in freeway access location as traffic is likely exiting and entering the freeway further from the high activity uses of the Gig Harbor North retail center.
 - c. The City should also assume that the at-grade access to the Haven of Rest Cemetery and the small retail\commercial area would need to be eliminated and alternative access provided to those facilities from the arterial street network. While not necessarily an agreed upon assumption, my expectation is that access to the cemetery and the retail\commercial would go away eventually as a result of extending the HOV lanes to SR 302. Who will pay to provide alternative access and what that access will look like with the Split Diamond alternative should be determined before a final decision is made.
 - d. I have not checked the Borgen\Burnham overcrossing existing bridge cross section clearance on State Route 16, but I question if the eastbound exit ramp to Burnham can accommodate a full standard exit ramp and a HOV lane in the eastbound section without significant structure modification. This should be verified by an engineering review,

particularly looking at the developed separation from the off-ramp and the mainline depicted on the drawings. The importance of the question is whether significant bridge work at the Borgen\Burnham interchange will have to happen in the future regardless of the desire to avoid the work with the Split Diamond concept.

- e. I conducted a quick field review of the area where the hook ramps would be located and believe that to be a significant civil engineering project. I have not seen a vertical profile yet of the ramps, but I would expect the grades to be significant. This should be examined very carefully as the ramps will likely accommodate a significant number of trucks. The area has steep slopes and the ramps would require significant cut and fill. A significant MSE wall system is planned so therefore a thorough geotechnical review would be advised early on to understand cost and constructability risks.
4. Preliminary Cost Information - I would express concern that the cost information presented in the screening analysis may not contain adequate contingency and quantify risks for final decision making. I have also not seen an analysis of what the additional right of way required for the Split Diamond alternative might cost. I believe WSDOT would typically use a higher percentage for contingency at this point, as well as defined escalation and risk impacts.
5. Constructibility - Clearly there are perceived problems with the SPUI construction and its impact on access to the Gig Harbor North Area during the construction timeframe. The assumed impact alone may be cause for stakeholders to desire another option. My recommendation for the City is to thoroughly look at the possibilities for reducing the perceived impact through a creative staging plan. I am unsure if anyone has looked into a staging scenario as of yet beyond a cursory engineering review. I would encourage the City to engage experienced construction personnel to take a look at how the interchange work might be staged to reduce the through flow impact and the duration of construction. A reduction in the short term pain of construction at this location could make this alternative more appealing as the long term "right thing to do" without significant City impacts distributed to other arterials with the Split Diamond concept. It is conceivable with some offset to the new structure a way could be found to build the SPUI in stages to keep traffic flowing. This would admittedly be a complex operation that would require expert construction review.

The Split Diamond Concept has some construction challenges. Geotechnical review needs to be completed on the proposed highway ramps descending down to Burnham Drive to make sure the concept proposed is feasible and practicable. The full right of way impact should be well understood as well as the structures needed to cross the proposed Cushman Trail extension and any work needed to the Cushman Power Lines understood. Those impacts could include significant schedule restrictions as well as costs.

6. Long Term Ramifications. - The City should not discount the potential traffic distribution and traffic patterns that relocation of freeway access could have on

the arterial roadway network and the City as a whole. Currently the freeway access to the City of Gig Harbor is through primarily three interchanges with well established arterial networks arranged to serve the freeway traffic. The movement of the westbound freeway exit and the westbound freeway entrance at Gig Harbor North to a location that directly connects to a two-lane City arterial (Burnham Drive) will alter that area significantly. While the traffic studies may show traffic being accommodated, I believe the City should be concerned about the potential for more traffic causing unintended consequences to the transportation network that will require even more improvements in the future. As City leaders you must always weigh not only the best forecasts of what the future will be, but also the consequences if the forecasts are not correct and the risks incurred to the City and its citizens.

I would recommend and suggest that the City not make a final decision on a preferred alternative as you proceed into the Supplemental Environmental Impact Statement (SEIS) but carry forward both alternatives of the Split Diamond and the SPUI, along with the No Build option. During the preparation of the SEIS the City and WSDOT should thoroughly examine both build options with additional Geotechnical Engineering, Constructibility and Construction Staging analyses. The City will need to also understand the full cost of the alternatives including right of way, easement impacts, utilities, and mitigation that will be required before making a decision on a preferred alternative.

Thanks for the opportunity to provide comments and again I apologize for not being able to provide comments in person. I also want to thank you and your staff and the City Council for their public service and being a part of making the Gig Harbor area such a great place to live.

Sincerely,



Tom Horkan, PE

Fleites, Melanie

From: Appleton, Emily
Sent: Wednesday, January 23, 2008 9:33 AM
To: Fleites, Melanie
Subject: FW: BB16

Follow Up Flag: Follow up
Flag Status: Red

Melanie - Please print and file in CSP0608 level 2 study comments. Thanks,

Emily

-----Original Message-----

From: Karlinsey, Rob
Sent: Wednesday, January 23, 2008 7:48 AM
To: Hunter, Chuck; Appleton, Emily; Misiurak, Steve; Conan, Paul; Ekberg, Steve; Franich, Jim; Kadzik, Paul; Kenlbarb@harbornet.com; Paul Conan Work; Paul Kadzik Home; Payne, Tim; Tim Payne; Young, Derek
Cc: Chunn, Jami
Subject: FW: BB16

See Chief Black's comments below.

-----Original Message-----

From: Bob Black [mailto:BBlack@piercefire.org]
Sent: Monday, January 21, 2008 2:55 PM
To: Karlinsey, Rob
Subject: BB16

Split Diamond Concept for the BB16 project:

Now that we have had time to look more closely at the proposed options for the BB16 interchange you need to know that: Responses into the Purdy area, to include calls to Peninsula High School, are primarily from the station located at 10302 Bujacich Rd NW. This is west of SR 16 and the BB16 interchange. The Split Diamond Concept would appear to add approximately 3 minutes to our response times into Purdy. Three minutes can be a life *or-death difference on certain types of medical alarms. With respect to fires, 3 minutes is time for a free burning fire to double in size * twice. Is it possible to leave the existing Bremerton bound on-ramp for emergency vehicles only? We are working hard and at great cost in citizen tax dollars to decrease our response times. Our stations are well placed to accomplish response time reductions with adequate staffing; but the Split Diamond Concept will mean a huge increase in response times to the Purdy corridor.

Thanks for the opportunity for input. If we need to talk further please let me know.

Sincerely,

Robert G. Black
Fire Chief
253.851.3111 (office phone)
253.851.9606 (fax)
253.377.4597 (cellular)
bblack@piercefire.org

Level 3 Study
Public Comments

Exhibit C

| No. | Date | Name | Address | Phone | Email | Summary of Comments | Response |
|-----|----------|--|--|----------------|-------------------------|--|-----------------------------------|
| 1 | 11/10/08 | Anonymous | N/A | N/A | N/A | Review newly-created simulations to make sure of the recommendation. Look at the data being simulated. | None to date. |
| 2 | 11/10/08 | Jason Stephens | 15720 Crescent Valley Drive NW, Gig Harbor, WA 98332 | (253) 857-8327 | stephensjw@comcast.net | The City is heavily dependant on SR16 for traffic flow N/B & S/B. Adding more alternatives for getting on/off should be a priority. | None to date. |
| 3 | 11/13/08 | Mark Bubenik | 8415 104TH St. NW, Gig Harbor, WA 95332 | (253) 851-7051 | mbubenik@centurytel.net | Opposed to Split Diamond--Travel time would increase for residents on west side of SR16. In favor of SPUJ option. | email from Al King dated 11-17-08 |
| 4 | 11/17/08 | Marg Bubenik | 8415 104TH St. NW, Gig Harbor, WA 95332 | (253) 851-7051 | mbubenik@centurytel.net | Concerned about impact and cost of replacing RAB. Upset by lack of foresight by GH and WSDOT over GH North traffic congestion. Wants Lochner to address residents on west side of SR16. Upset the 3 options only partially alleviate traffic congestion. | email from Al King dated 11-17-08 |
| 5 | 11/25/08 | Dale Pinney, First Western Development | 8129 Lake Ballinger Way, Ste. 104, Edmonds, WA 98026 | (425) 329-0848 | N/A | Apposed to Split Diamond. Feels that this would redirect traffic to the south for retail instead of GH North area. In favor of SPUJ and modified SPUJ, erhaps as one project | None to date. |
| 6 | 11/7/08 | Walter H. Smith, Sunrise Enterprises | PO Box 1272, Gig Harbor, WA 98335 | (253) 759-1673 | N/A | As a member of the Gig Harbor North Traffic Options Committee,he supports the SPUJ over other options. It has a lower cost, and gives equal traffic flow to west and east properties. | None to date. |
| 7 | 11/13/08 | Dave Morris, Keller Williams Realty, Burnham Partners LLC,Purdy Investments LLC, | 11515 Burnham Drive NW, Ste. B, Gig Harbor, WA 98332 | (253) 853-2565 | davem@kw.com | We agree 100% with the SPUJ alternative as the preferred alternative. It is not only the most economical, it is the most practical and equitable resolution for traffic concerns on BOTH sides of SR16. | None to date. |
| 8 | 11/10/08 | Jim Chaffer | 6602 Sunny Bay Road NW, Gig Harbor, WA 98335 | (253) 302-1119 | N/A | SPUJ forces commuter to drive in the retail area on Borgen Blvd. in the AM and PM commute. Split Diamond offers a choice on the PM commute. He thinks Harbor Hill would be faster and supports the Split Diamond. Thinks the cost is unrealistic. | None to date. |
| 9 | 11/11/08 | Rick Tunnel, North Creek Plat Member | N/A | (253) 564-4862 | husky64@comcast.net | Split Diamond would require a 1-mile exit lane per WSDOT standards. Is this correct? Estimated costs for SPUJ were less, but staff said Split Diamond was far less expensive. Lochner stated staff was unaware of some details and costs. Is this correct? Thought the original idea was to move traffic away from ex. interchange, but SPUJ promotes traffic. Split Diamond offers greater options and flexibility. | None to date. |



"THE MARITIME CITY"

CITY OF GIG HARBOR
BBC-16 OPEN HOUSE AND PUBLIC COMMENT
COMMUNITY ROOMS A & B
NOVEMBER 10, 2008 5:00 PM
SIGN-IN SHEET

| NAME (PLEASE PRINT) | AGENCY | MAILING ADDRESS | TELEPHONE | E-MAIL ADDRESS |
|------------------------|----------------|--|----------------|---------------------------|
| WILLIAM STEPHENS | | 12916 50th Avenue NW GIG HARBOR 98332 | 253 8519996 | BSEAUTO@ATT.NET |
| LINDA STEPHENS | | " " | " " | STEPHENS@ATT.NET |
| Bryce Hardy | | 10723 65th Avenue NW 98332 | 857-7703 | bhardy@keweenaw.net |
| AL LINS | LOUANDER | | 360-280-5450 | |
| SOHAN SHAM | | 11412-61st Avenue NW 98332 | 253-858-4788 | SSHAMS@comcast.net |
| MARK BUBENIK | | 8415 - 10th St NW Big Harbor 98332 | (253) 851-7051 | mbubnik@centurytel.net |
| AMARE JENKINS | Jesse Trausoff | | 253 983 3330 | Jenkins@jivetransflow.com |
| MARRELL ANTON | Pe + Co | 15902 12th St NW 98332 | 253-313-0113 | Anton home@comcast.net |
| Robert blown | - | 13309 MUIR DRIVE NW 98332 | 253 857 8546 | bobm@h@comcast.net |
| Bob Drayton | | | 253/957-1572 | |

New Business - 1

| NAME (PLEASE PRINT) | REPRESENTING AGENCY | MAILING ADDRESS | TELEPHONE | E-MAIL ADDRESS |
|------------------------|----------------------------------|--|--------------|----------------------------|
| Margaret Bubenik | | 8415-104 NW | 851-7051 | mbubenb@centurytel.net |
| Daniel Rybicki | | 13922 49th Ave CTNW | 858-1105 | Rybdicki06@comcast.net |
| Jean Mulunday | | 17808 43rd Ave CTNW | 858-1330 | jeanmulunday@johnscott.com |
| Emily Applegate | Coty Gitt | | | |
| Rob Kazansey | " " | | | |
| WILL WUNDER | | PO Box 65323 WA | 509-4862 | |
| Gus Garcia | HR ENGINEERING | 4717 97th ST NW (98332) | 253 850-5262 | Gus.GARCIA@HRING.COM |
| Karen Kiehlmeier | would like copy of the 3 choices | P.O. Box 150, WANA 98395 | 253-851-2393 | Karen@KarenKrele.com |
| JASON STEPHEN | | 15720 CRESCENT VALLEY DR NW Ct. 98332 | 253-857-8827 | STEPHEN@COMCAST.NET |
| Tim Atress | | | 253-377-7757 | |
| | | | | |
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New Business - 1



LOCHNER

Gig Harbor SR 16 Burnham/Borgen Interchange

Comments

Please provide us your thoughts and comments on the alternatives.

*Review your newly-created simulations
to make sure of your recommendation.
LOOK at the data you're simulating.*

Please use the back if you need more space.

You may return your comments to the City Public Works or to

Lochner
Attn: Gig Harbor BB16 Project
4224 6th Ave SE, Suite 2C
Lacey, WA 98503

| | |
|---------|--|
| Name | |
| Address | |
| Email | |
| Phone | |



'THE MARITIME CITY'

LOCHNER

Gig Harbor SR 16 Burnham/Borgen Interchange

Comments

Please provide us your thoughts and comments on the alternatives.

THE CITY IS HEAVILY DEPENDANT ON HWY 16 FOR
 MAJORITY TRAFFIC NORTH & SOUTH. ADDING MORE ALTERNATIVES
 FOR GETTING ON AND OFF OF HWY 16 SHOULD BE A
 PRIORITY.

Please use the back if you need more space.

You may return your comments to the City Public Works or to

Lochner
Attn: Gig Harbor BB16 Project
4224 6th Ave SE, Suite 2C
Lacey, WA 98503

| | |
|---------|--|
| Name | JASON STEPHENS |
| Address | 15720 CREXEN VALLEY DR. NW L.H. 98532 |
| Email | STEPHENSJW@COMCAST.NET |
| Phone | 857-8327 |

LOCHNER

Gig Harbor SR 16 Burnham/Borgen Interchange



Comments

Please provide us your thoughts and comments on the alternatives.

We are long time residents of the North Rosedale area, so we use the Burnham/Borgen/SR16 Interchange on a regular basis. At the Nov. 10 Public Information Meeting there was no mention of evaluation of impacts on the residents/users of the West side of this Interchange.

We are very much opposed to the Split Diamond option, as it would increase our travel time when we exit SR 16 and come home from ^{the City of GH.} Therefore we hope that Lochner, the City of Gig Harbor and WSDOT decide in favor of the Single Point Urban Interchange (SPUI), which option Lochner's representative said that they would be ^{recommending}

Please use the back if you need more space.

You may return your comments to the City Public Works or to

Lochner
Attn: Gig Harbor BB16 Project
4224 6th Ave SE, Suite 2C
Lacey, WA 98503

| | |
|---------|---|
| Name | Mark Bubeick |
| Address | 8415 - 10 th St. NW Gig Harbor WA 98332 |
| Email | mbubeick@centurytel.net |
| Phone | 253-851-7051 |

Appleton, Emily

From: King, Alan [aking@hwlochner.com]

Sent: Monday, November 17, 2008 5:59 PM

To: MBubenik@CenturyTel.Net

Cc: Hunter, Chuck; Stubchaer, David; Appleton, Emily; Misiurak, Steve; Karlinsey, Rob; A. David Every PhD (David_Every@URSCorp.Com); Andrea Balla-Holden (Andrea_Balla-Holden@URSCorp.Com); Bill Stalzer (BStalzer@SeaNet.Com); Sandoval, Miguel; Toy, Molly; Munchinski, Bob; Lewis, Steve; Zhu, Yong

Mr. Mark Bubenik,

Thank you for your comments. We appreciate you taking the time to let us know more formally what your concerns are. They have been forwarded to the City for inclusion in the packet that is expected to be provided to the Council for consideration at their October 24 meeting.

While not specifically noted in our presentation last week, we did try to consider the residents as well as the correctional centers needs in the course of our work. Unfortunately, every scenario is a compromise in one way or another, and it is unlikely that there is a solution that will provide a more desirable outcome for everyone. That said, we are very much aware of the additional travel time that the Split Diamond solution would impose on some users.

Finally you are correct that our recommendation is for the Single Point Urban Interchange.

Al King, P.E.

LOCHNER

4224 6th Ave SE, Bldg 2C

Lacey, Washington 98503

p: (360) 438-2837

c: (360) 280-5450

f: (888) 875-9795

aking@hwlochner.com

www.hwlochner.com

LOCHNER

Gig Harbor SR 16 Burnham/Borgen Interchange



Comments

Please provide us your thoughts and comments on the alternatives.

My biggest concerns are the impact and cost of replacing the overpasses, and why the traffic problems were not foreseen at the outset. As a relatively longtime resident of the "North Rosedale" neighborhood I've known about the Gig Harbor North shopping center, YMCA and hospital for many years prior to their construction. I was unaware of the over housing developments in the area.

In my opinion, the city of Gig Harbor and the WDOT share responsibility for lack of foresight about the traffic problems at the Burnham / SR16 interchange. The impact of the construction of the SPUT on county residents who live on the west side of SR16, and workers at the women's recreational center were not

Please use the back if you need more space.
You may return your comments to the City Public Works or to
Lochner
Attn: Gig Harbor BB16 Project
4224 6th Ave SE, Suite 2C
Lacey, WA 98503

| | |
|---------|-------------------------------|
| Name | Margaret Buberik |
| Address | 8415-104 St. N.W. GH 98332 |
| Email | mbuberik@centurytel.net |
| Phone | 851-7051 (unlisted). |

mentioned at all during the 75 minutes my husband and I attended the Monday night meeting.

If I understood the Lochner representative correctly the proposed SPLI and the two alternatives would only partially alleviate the traffic problems. That is hardly reassuring!

Appleton, Emily

From: King, Alan [aking@hwlochner.com]
Sent: Monday, November 17, 2008 5:55 PM
To: MBubenik@CenturyTel.Net
Cc: Hunter, Chuck; Stubchaer, David; Appleton, Emily; Misiurak, Steve; Karlinsey, Rob; A. David Every PhD (David_Every@URSCorp.Com); Andrea Balla-Holden (Andrea_Balla-Holden@URSCorp.Com); Bill Stalzer (BStalzer@SeaNet.Com); Sandoval, Miguel; Toy, Molly; Munchinski, Bob; Lewis, Steve; Zhu, Yong
Subject: Gig Harbor SR 16 Burnham/Borgen Interchange

Ms. Margaret Bubenik,

Thank you for your comments. We appreciate you taking the time to let us know more formally what your concerns are. They have been forwarded to the City for inclusion in the packet that is expected to be provided to the Council for consideration at their October 24 meeting.

While not specifically noted in our presentation last week, we did try to consider the residents as well as the correctional centers needs in the course of our work. Unfortunately, every scenario is a compromise in one way or another, and it is unlikely that there is a solution that will provide a more desirable outcome for everyone.

More important, we apologize if we left the impression that the improvements in any of the three options would not relieve the anticipated future traffic congestion. All will have a significant positive effect, raising the 2032 levels of service from complete failure (assuming no improvements are made) to a functional level. Further, as that 2032 level of service is based on complete build out (keeping with the current planning documents and restrictions) of all available facilities at that time, that level should not significantly deteriorate after 2032. As we stated, there are no guarantees of that, however we have reasonable confidence that the modeling appropriately reflects the conditions.

Al King, P.E.**LOCHNER**

4224 6th Ave SE, Bldg 2C

Lacey, Washington 98503

p: (360) 438-2837

c: (360) 280-5450

f: (888) 875-9795

aking@hwlochner.comwww.hwlochner.com

**SHDP ASSOCIATES, LLC/
CAPITAL MANAGEMENT GROUP, INC. TIC**

8129 Lake Ballinger Way, Suite 104 Edmonds, WA 98026
Telephone: (425) 329-0848 Facsimile: (425) 329-0849

September 25, 2008

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

REFERENCE: Burnham/Borgen/SR-16 Interchange Options

Dear Rob:

First Western Development Service has a long history with regard to commercial development in the Gig Harbor North area. We currently have two active projects along Borgen Boulevard that are served by the SR-16 interchange. We have attended many of the BB-16 committee meetings and reviewed most of the current material available on the intersection. We feel that the wrong decision on the intersection solution would significantly impact the Gig Harbor North commercial corridor, an area the City and so many others have worked hard to create.

We feel it is critical that the north bound on and off ramp functions to SR-16 at Burnham /Borgen remain in place at that location. Both of the two SPUI options maintain these on and off ramps. Having full access to the freeway at Borgen Boulevard is key to the commercial corridor. The majority of users of the Gig Harbor commercial corridor come from SR-16. Commercial uses rely on easy direct access; this is exactly what drove the original Gig Harbor North layout. If the primary access point is shifted to the south, so will the focus of the retail community. In essence you will place a significant handicap on the existing commercial area that is just reaching its full potential.

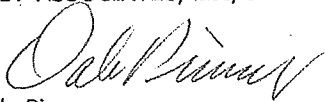
We strongly recommend that the SPUI be built first and the Modified SPUI be added on as soon as possible, or built as one project. This option maintains the critical access to the newly developed Borgen commercial corridor, while providing a needed back door into the area.

Page 2 of 2

After all the struggles to locate St. Anthony's, Costco, Harbor Hills, Gig Harbor North and South, it seems ridiculous that the city would choose to cut off the main access to this vital commercial corridor.

Sincerely

SHDP ASSOCIATES, LLC/CAPITAL MANAGEMENT GROUP, INC. TIC



Dale Pinney,
Project Manager

DP:nlb

cc: Mayor Chuck Hunter
Tim Payne
Steven Ekberg
Derek Young
Jim Franich
Ken Malich
Paul Conan
Paul Kadzik

Sunrise Enterprises
PO Box 1272
Gig Harbor, WA 98335
Phone: (253) 759-1673 fax: (253) 759-4288

New Business - 1

November 7, 2008

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

RE: SR 16 and Borgen Interchange Westerly approach.

Dear Mayor Hunter,

Since I will be out of town on 11/10/08, I am taking this opportunity to express my opinion on the SR 16 / Borgen Interchange. As a member of the Gig Harbor North Traffic Options Committee, I support the single point urban interchange (SPUI) over the other 3 options.

I base my decision on the City's consultant Lochner report presented on 11/5/08. There are two basic reasons I support SPUI.

First reason: The SPUI is by far the cheapest option.

Second reason: The SPUI gives equal traffic flow options to both the West and East side properties. By providing solution to both ends of the interchange you are resolving further congestion problems in a cost effective manner for this area.

I realize the other options, such as the SPUI with 96th St. off ramp would provide additional traffic relief, but appears to me to be too costly.

Sincerely;

Sunrise Enterprises

Walter H. Smith

Walter H. Smith
Westside Property Owner

CC: Sent e-mail 11/07/08
Gig Harbor City Council

Stubchaer, David

From: Dave Morris [davem@kw.com]
Sent: Thursday, November 13, 2008 11:00 AM
To: Stubchaer, David
Subject: fatal flaw--preferred alternative

I am a property/business owner adjacent to the Burnham Interchange. We have 75 employees/independent contractors working here out of our office of Keller Williams Real Estate.

We agree 100% with the SPUI alternative as the preferred alternative. It is not only the most economical, it is the most practical and equitable resolution for traffic concerns on BOTH sides of the interchange.

Dave Morris--owner
Keller Williams Realty
Burnham Partners LLC
Purdy Investments LLC
11515 Burnham Dr. NW, Ste B
Gig Harbor, Wash 98332.
ph 853 2565

LOCHNER



Gig Harbor SR 16 Burnham/Borgen Interchange

Comments Meeting on 11-10-2008

Please provide us your thoughts and comments on the alternatives.

SPLIT FORCES the commuter to DRIVE through the Retail area on BORGAN BLVD on the AM & PM commute.

The SPLIT DIAMOND offers a choice on the PM commute. I think it would be a FASTER Route Home taking Harbor Hill DR. IT would ALSO be much FASTER to get to COSTCO & YMCA AND ~~the~~ RETAIL STORES.

The SPLIT DIAMOND offers the DRIVER a choice - The SPLIT will be a Big Challenge every day. I ALSO think the COSTS presented are NOT realistic. They need to be REVIEWED.

over -

Please use the back if you need more space.
You may return your comments to the City Public Works or to
Lochner
Attn: Gig Harbor BB16 Project
4224 6th Ave SE, Suite 2C
Lacey, WA 98503

| | |
|---------|---|
| Name | Jim Chaffeur |
| Address | 6602 Sunny Bay RD NW Gig Harbor WA 98335 |
| Email | |
| Phone | 253-302-1119 |

Appleton, Emily

From: Langhelm, Jeff
Sent: Wednesday, November 12, 2008 8:09 AM
To: Appleton, Emily
Subject: FW: Questions

Follow Up Flag: Follow up
Flag Status: Red

Hey Em,

Should I hand these questions on the SPUI to you or to Steve?

Thanks!

-----Original Message-----

From: Rick Tunnell [mailto:husky64@comcast.net]
Sent: Tuesday, November 11, 2008 11:04 AM
To: Langhelm, Jeff
Cc: Jim Chaffeur; Jim Otness
Subject: Questions

11/11/08

Jeff,

I was unsure if these questions should go to you or Emily, so if that is the case, please forward. During the past several meetings with Lochner Engineering, issues pertaining to the cost of each of the three proposals has resulted in very conflicting data from that which was presented by the staff.

My questions are therefore as follows:

1. Mr. King indicated that the SPUI would cost less than the split diamond and partly based on the assumption that a one mile exit lane would need to be created from northbound 16 to the split diamond exit and therefore that alone resulted in a greater cost. He indicated that this "mile" exit lane was required by DOT - is that, in your opinion true?
2. The main concern however, is that their estimated costs for the SPUI were less than the split diamond. When I questioned him on that, I stated that staff had arrived at entirely different conclusions in that the split diamond was by far less expensive - so how could there be such a huge disconnect between the two opinions? His only comment was that staff was unaware of some of the "details and costs". Please comment.
3. I thought the original idea behind any selected design was to move traffic away from the current interchange and yet the SPUI seems to promote more traffic into an already congested area while the split diamond provides for greater options and flexibility - especially considering the future connection with Harbor Hill Drive. Is this in fact what staff was promoting?

Thanks for taking the time to answer these questions and if you need to call me, my number is (253) 564-4862.

Rick Tunnell
North Creek Plat Member



Subject: Olympic Drive/56th Street Improvement Project Consultant Services Contract Amendment #1 - Construction Surveying and Technical Support

Dept. Origin: Engineering Division
Prepared by: David Stubchaer, P.E. Public Works Director
For Agenda of: November 24, 2008
Exhibits: Amendment #1 to Consultant Services Contract

Proposed Council Action: Authorize Amendment #1 to Consultant Services Contract for David Evans and Associates, Inc. for additional work of surveying and technical support for Olympic Drive/56th Street Improvement Project

Initial & Date
Concurred by Mayor: [Signature] 11/20/08
Approved by City Administrator: [Signature] 11/19/08
Approved as to form by City Atty:
Approved by Finance Director: [Signature] 11/20/08
Approved by Department Head:

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$14,422.50, \$5,255,000.00, 0.

INFORMATION / BACKGROUND

On August 13, 2007, Council awarded a design and engineering services contract to David Evans and Associates, Inc. in the amount of \$144,710.00. This contract amendment provides for additional out of scope work requested by the City for survey and other related construction services required to be performed during construction. A detailed itemization of the requested work and costs are provided herein.

FISCAL CONSIDERATION

This contract amendment will be funded by the Street Capital Fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize Amendment #1 to Consultant Services Contract for David Evans and Associates, Inc. for additional work of surveying and technical support for Olympic Drive/56th Street Improvement Project in the not-to-exceed amount of fourteen thousand four hundred twenty-two dollars and fifty cents (\$14,422.50), for a revised contract total of \$159,132.50.

NOTE: It should also be recognized that DEA prepared the successful Transportation Improvement Board (TIB) grant application on behalf of the City at zero cost.

**AMENDMENT #1 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated August 13, 2007 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in construction surveying and technical support for 56th Street/Olympic Drive NW Project between 38th Street NW to 50th Street Court NW 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 August 13, 2007 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

Section 1. **Amendment to Scope of Services.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Attachment A** to the Amendment in the amount of Fourteen Thousand Four Hundred Twenty-Two Dollars and Fifty Cents (\$14,422.50). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2008.

THE CITY OF GIG HARBOR

By: Michael Clark
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Michael Clark, Office Manager
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

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 A – Scope of Services



DAVID EVANS
AND ASSOCIATES INC.

New Business - 2
RECEIVED
OCT 31 2008
CITY OF GIG HARBOR
ENGINEERING

DATE: October 27, 2008

TO: David Stubchaer, P.E., Public Works Director
Steve Misiurak, P.E. City Engineer

FROM: Randy Anderson, P.E.

SUBJECT: **Construction Administration---Payment for Additional Authorized Work**

PROJECT: 56th Street NW/Olympic Drive NW

PROJECT NO: COGH0000.0035

COPIES: Mike Clark, file

Dear Mr. Stubchaer and Mr. Misiurak,

This memorandum is a follow up to our meeting on October 27, 2008 to discuss payment for the additional authorized work that was performed by David Evans and Associates, Inc. (DEA) for this project. We appreciate your time and cooperation in resolving this issue. Each extra work item was authorized by the City prior to it being completed by DEA for work tasks or issues that were not originally anticipated when the original scope of services was developed for the project.

During the meeting DEA agreed to contact the Transportation Improvement Board (TIB) to determine if the City was eligible for reimbursement of additional projects costs. The response that we received from TIB was favorable and we e-mailed this information to you. We also suggested that you engage in additional conversations with TIB to secure additional funding for your project. It appears that this inquiry on behalf of the City may secure a significant amount of money for this project and the City.

Apparently there has been confusion regarding our request for payment for the additional authorized work. In a memorandum dated August 18, 2008 DEA outlined the additional work that was performed for this project. The additional effort amounted to a total of \$24,422.50. The project had already provided for an additional \$10,000.00 of contingency funding. This amount should be deducted from the \$24,422.50. Thus the actual amount needed for this project for the additional authorized work is \$14,422.50.

DEA is currently finalizing the “as-constructed” plans for this project and they will be forwarded to you for review upon completion.

We also discussed the water level in the wetland area south of Olympic Drive NW at the outlet to the project’s storm drainage detention system. DEA staff walked the project’s downstream water course and it is our opinion that the downstream area has changed significantly since the project was originally designed. It appears that at some point in time the City authorized the natural drainage course to be blocked with a concrete structure and weir that is now partially blocked with vegetation. This in turn may create higher water levels in the wetland area during periods of high rainfall.

Steve Misiurak, P.E. City Engineer

October 27, 2008

Page 2

The project's storm drainage system and water quality facilities will still function properly assuming no additional impacts to downstream flow are permitted or the existing weir remains unchanged.

Even though it is not in our scope of services DEA agreed to review the project's constructed wetland mitigation area and prepare the City a memorandum to that effect if it in fact has been constructed to project plans and specifications.

The goal of DEA is and always has been to provide the City of Gig Harbor with high quality work. We believe that we have made that extra effort to provide the City with excellent quality and professional consulting services and have had the best interest of your and your project in mind.

We believe this memorandum contains the information that you requested and is sufficient to allow the City to pay DEA for the additional work that was done for this project. If you have any additional questions please do not hesitate to contact us.

We are including a revised Attachment A from our August 18, 2008 memorandum with a note added regarding the provided \$10,000.00 contingency funding.

w/Attachment: Revised Attachment A

P:\COGH0000035\0300COM\0320Client\Misiurak- Memo-Payment 102908.doc

David Evans and Associates, Inc.
 3700 Pacific Hwy. E. Suite 311
 Tacoma, WA 98424

Attachment A

56th Street NW and Olympic Drive NW
 Construction Staking and Technical Support
 Extra Work Summary

| INVOICE PERIOD | AMOUNT (WBS 900) | Effort (man hours) | TASKS PERFORMED | Authorization |
|--|--------------------|--------------------|---|---------------|
| 7/29/07 - 8/25/07 | \$825.00 | 13 | Calculate and stake Peninsula Light transmission poles - Private utility survey work was not included in DEA's original scope of services. | S. Miziurak |
| 8/26/07 - 9/29/07 | \$7,095.00 | 85 | Calculate and stake centerline roadway - centerline staking was not included in DEA's original scope of services. | A. Appleton |
| 9/30/07 - 11/03/07 | \$5,502.50 | 74 | Calculate and stake storm pipe crossings and structures for franchise utility relocation work - Private utility survey work was not included in DEA's original scope of services. | A. Appleton |
| 11/4/07 - 3/01/08 | no extra work | | | |
| 3/02/08 - 3/29/08 | \$5,722.50 | 75 | Calculate, stake or restake back of curb, sidewalk ramps, driveways; prepare signal timing plan - restaking and preparation of signal timing plan was not included in DEA's original scope of services. | A. Appleton |
| 3/30/08 - 5/03/08 | \$1,200.00 | 16 | Calculate and stake signal loops - signal loop staking was not included in DEA's original scope of services. | A. Appleton |
| 5/4/08 - 5/31/08 | \$4,077.50 | 58 | Calculate and stake striping, signal loops, prepare pen light service application - striping, signal loops and preparation of the service application was not included in DEA's original scope of services. | A. Appleton |
| Totals | \$24,422.50 | 321.00 | | |
| The project's budget contained a \$10,000.00 contingency fund. Minus this amount an additional \$14,422.50 is needed for additional work done by DEA for this project. | | | | |

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170
Fax: (253) 853-7597
email: chunnj@cityofgigharbor.net

FAXED
11/19/08
9:35AM

fax t r a n s m i t t a l

to: Carol Morris
City Attorney

fax: 360-850-1099

from: Jami Chunn
Community Development Assistant

date: 11/19/08

re: 56th St/Olympic Drive Proj.
Contract Amendment #1 for David Evans & Associates

pages: 9, including cover sheet.

NOTES: Carol -

We are still working on the language for the Council Memo, but please approve & sign off for the Contract Amendment #1. ASAP!

PS Carol, if you have questions or comments pls address to Steve (or me). Thanks.



Subject: First reading - 2009 budget ordinance

Proposed Council Action: Adopt ordinance after second reading

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 24, 2008

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

CLH 11/20/08

Approved by City Administrator:

POK 11/20/08

Approved as to form by City Atty: _____

Approved by Finance Director:

DR 11/20/08

Approved by Department Head: _____

| | | | | | |
|----------------------|--------------|-----------------|---|------------------------|--------------|
| Expenditure Required | \$50,061,318 | Amount Budgeted | 0 | Appropriation Required | \$50,061,318 |
|----------------------|--------------|-----------------|---|------------------------|--------------|

INFORMATION / BACKGROUND

The total city budget, which includes all funds, is \$50,061,318. Total budgeted revenues for 2009 are \$41.5 million while budgeted beginning fund balances total \$8.6 million. Total budgeted expenditures for 2009 are \$41.4 million and budgeted ending fund balances total \$8.7 million.

The General Fund accounts for 22 percent of total expenditures, while Special Revenue (Street, Street Capital, Drug Investigation, Hotel - Motel, Public Art Capital Projects, Park Development, Civic Center Debt Reserve, Property Acquisition, General Government Capital Improvement, Impact Fee Trust and Lighthouse Maintenance) and Enterprise Funds (Water, Sewer and Storm) are 36 percent and 39 percent of total expenditures. General government debt service funds are 3 percent of 2009 budgeted expenditures.

FISCAL CONSIDERATION

Total budgeted resources for 2009 are \$50,061,318. This is a \$19,942,172 decrease from the 2008 budget. Budgeted beginning fund balance for all funds in 2009 is \$8,570,985 and the 2009 budget for total revenues is \$41,490,332. The table below compares 2008 and 2009 resources budgets.

| | 2008 | 2009 | Difference |
|------------------------------|-------------------|-------------------|---------------------|
| Beginning Fund Balance | 12,625,658 | 8,570,985 | (4,054,673) |
| Total Taxes | 10,676,497 | 9,198,576 | (1,477,921) |
| Total Licenses & Permits | 1,752,181 | 915,732 | (836,449) |
| Total Intergov't Revenues | 10,039,879 | 1,730,249 | (8,309,630) |
| Total Charges For Services | 6,354,940 | 5,391,267 | (963,673) |
| Total Fines & Forfeits | 154,140 | 133,264 | (20,876) |
| Total Miscellaneous Revenues | 7,997,614 | 10,341,146 | 2,343,532 |
| Transfers In | 7,651,256 | 3,687,098 | (3,964,158) |
| Other | 12,751,325 | 10,093,000 | (2,658,325) |
| Total | 70,003,490 | 50,061,318 | (19,942,172) |

2009 budgeted beginning fund balances are \$8,570,985, this is down nearly \$4.1 million from 2008. This is in line with the 2008 budget which planned a total ending balance of \$8,538,080.

Intergovernmental revenues are where grants are accounted for. The decrease from 2008 is mostly the result of the \$5 million CERB and \$2.7 million TIB grants being expended in 2008.

The major recipient of transfer revenues are the capital funds and the debt service funds. Expected resources are down from previous years; correspondingly, capital projects have been pared from the 2009 budget and transfer revenues are down.

The category titled "Other" is where the city accounts for proceeds resulting from the city borrowing through the issuance of long term debt. Long term debt in the amount of \$10 million is planned in 2009 for the treatment plant expansion.

Miscellaneous Revenues are up over 2008. This increase is largely explained by planned developer contributions in the amount of \$9 million for street development.

Total budgeted expenditures for 2008 are \$41,389,106. Capital projects account for \$21.8 million of the budget, while transfers between funds make up an additional \$3.8 million. Personnel costs contribute \$9.2 million and supplies, services and debt service make up the balance of the 2008 budget.

Total budgeted ending fund balance across all funds is \$8,672,211.

The 2009 budget proposes the deletion of the following full-time equivalent employees (FTEs):

- Building Inspector - 2 FTE
- Associate Planner
- Receptionist – ½ FTE
- Community Services Officer – ½ FTE
- Custodian – ½ FTE
- Senior Engineer – ½ FTE

RECOMMENDATION / MOTION

Move to: Adopt ordinance after second reading.

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR,
WASHINGTON, FOR THE 2009 FISCAL YEAR.**

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2009 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 24 and December 8, 2008 at 6:00 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2009 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the said city council did meet at the established time and place and did consider the matter of the 2009 proposed budget; and

WHEREAS, the 2009 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2009 and being sufficient to meet the various needs of Gig Harbor during 2009.

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

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2009 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2009 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2009 as set forth in the following:

2009 BUDGET APPROPRIATIONS

| FUND / DEPARTMENT | | AMOUNT |
|---------------------------------|------------------------------------|---------------------|
| 001 | GENERAL GOVERNMENT | |
| 01 | Non-Departmental | \$1,978,847 |
| 02 | Legislative | 30,350 |
| 03 | Municipal Court | 382,800 |
| 04 | Administrative / Financial / Legal | 1,298,890 |
| 06 | Police | 2,725,842 |
| 14 | Planning / Building / Public Works | 1,591,992 |
| 15 | Parks and Recreation | 721,100 |
| 16 | City Buildings | 319,750 |
| 19 | Ending Fund Balance | 875,110 |
| TOTAL GENERAL FUND - 001 | | 9,924,681 |
| 101 | STREET OPERATING | 1,660,416 |
| 102 | STREET CAPITAL | 10,193,430 |
| 105 | DRUG INVESTIGATION FUND | 93,295 |
| 107 | HOTEL / MOTEL FUND | 423,715 |
| 108 | PUBLIC ART CAPITAL PROJECTS | 106,697 |
| 109 | PARK DEVELOPMENT FUND | 2,359,286 |
| 110 | CIVIC CENTER DEBT RESERVE | 4,032,012 |
| 208 | LTGO BOND REDEMPTION | 1,305,005 |
| 209 | 2000 NOTE REDEMPTION | 99,969 |
| 210 | LID 99-1 GUARANTY | 100,194 |
| 211 | UTGO BOND REDEMPTION | 386,070 |
| 301 | CAPITAL DEVELOPMENT FUND | 209,388 |
| 305 | GENERAL GOVT. CAPITAL IMPROVEMENT | 166,224 |
| 309 | IMPACT TRUST FEE | 454,553 |
| 401 | WATER OPERATING | 1,248,843 |
| 402 | SEWER OPERATING | 2,817,630 |
| 407 | UTILITY RESERVE | 192,508 |
| 408 | UTILITY BOND REDEMPTION FUND | 486,577 |
| 410 | SEWER CAPITAL CONSTRUCTION | 11,284,038 |
| 411 | STORM SEWER OPERATING | 876,692 |
| 412 | STORM SEWER CAPITAL | 229,000 |
| 420 | WATER CAPITAL ASSETS | 1,409,149 |
| 605 | LIGHTHOUSE MAINTENANCE TRUST | 1,946 |
| TOTAL ALL FUNDS | | \$50,161,318 |

Section 3. Attachment "A" is adopted as the 2009 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2009 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

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

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___th day of December, 2008.

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with city clerk: 11/___/08

Passed by the city council: 12/___/08

Date published: 12/___/08

Date effective: 12/___/08

| POSITION | 2009 RANGE | |
|---|---------------|---------|
| | Minimum | Maximum |
| City Administrator | 9,323 | 11,654 |
| Chief of Police | 7,758 | 9,698 |
| Public Works Director | 7,283 | 9,104 |
| Finance Director | 7,268 | 9,085 |
| Police Lieutenant | 6,594 | 8,243 |
| Building & Fire Safety Director | 6,336 | 7,920 |
| City Engineer | 6,336 | 7,920 |
| Information Systems Manager | 6,336 | 7,920 |
| Planning Director | 6,336 | 7,920 |
| Police Sergeant | 6,207 | 7,103 |
| Senior Engineer | 5,905 | 7,381 |
| Tourism Marketing Director | 5,905 | 7,381 |
| City Clerk | 5,546 | 6,933 |
| Public Works Superintendent | 5,624 | 7,030 |
| Wastewater Treatment Plant Supervisor | 5,624 | 7,030 |
| Court Administrator | 5,565 | 6,956 |
| Senior Planner | 5,385 | 6,731 |
| Associate Engineer | 5,414 | 6,768 |
| Assistant Building Official/Fire Marshall | 5,128 | 6,410 |
| Accountant | 5,230 | 6,538 |
| Field Supervisor | 5,017 | 6,271 |
| Police Officer | 4,518 | 5,647 |
| Construction Inspector | 4,429 | 5,536 |
| Planning / Building Inspector | 4,429 | 5,536 |
| Associate Planner | 4,387 | 5,484 |
| Payroll/Benefits Administrator | 4,380 | 5,474 |
| Wastewater Treatment Plant Operator | 4,227 | 5,284 |
| Mechanic | 4,135 | 5,169 |
| Assistant City Clerk | 4,067 | 5,084 |
| Engineering Technician | 4,067 | 5,084 |
| Executive Assistant | 4,276 | 5,345 |
| Special Projects Coordinator | 4,067 | 5,083 |
| Information System Assistant | 4,100 | 5,125 |
| Maintenance Technician II | 3,953 | 4,941 |
| Assistant Planner | 3,941 | 4,926 |
| Permit Coordinator | 3,941 | 4,926 |
| Community Services Officer | 3,716 | 4,645 |
| Finance Technician | 3,703 | 4,629 |
| Community Development Assistant | 3,736 | 4,670 |
| Lead Court Clerk | 3,574 | 4,468 |
| Administrative Assistant | 3,284 | 4,105 |
| Police Services Specialist | 3,232 | 4,040 |
| Court Clerk | 3,188 | 3,985 |
| Custodian | 3,175 | 3,969 |
| Maintenance Technician I (Laborer) | 3,175 | 3,969 |
| Administrative Receptionist | 2,780 | 3,475 |
| Community Development Clerk | 2,780 | 3,475 |

property tax collections by more than 1% per year (not including property tax from new construction). Because of this cap, if total assessed value goes up (which it has in our case), the rate side of the equation will go down. Meanwhile, the total amount collected will still go up.

Total budgeted resources for 2009 are ~~\$50,061,318~~~~48,132,018~~. This is a ~~\$19,921.9~~ million decrease from the original 2008 budget, which was \$70,003,490. Budgeted beginning fund balance for all funds in 2009 is ~~\$8,570,985~~~~9,275,176~~ and the 2009 budget for total revenues is ~~\$41,490,333~~~~38,856,842~~. The table below shows where the large increases are expected to occur.

| | 2008 | 2009 | Difference |
|------------------------------|-------------------|-------------------|---------------------|
| Beginning Fund Balance | 12,625,658 | 8,570,985 | (4,054,673) |
| Total Taxes | 10,676,497 | 9,198,576 | (1,477,921) |
| Total Licenses & Permits | 1,752,181 | 915,732 | (836,449) |
| Total Intergov't Revenues | 10,039,879 | 1,730,249 | (8,309,630) |
| Total Charges For Services | 6,354,940 | 5,391,267 | (963,673) |
| Total Fines & Forfeits | 154,140 | 133,264 | (20,876) |
| Total Miscellaneous Revenues | 7,997,614 | 10,341,146 | 2,343,532 |
| Transfers In | 7,651,256 | 3,687,098 | (3,964,158) |
| Other | 12,751,325 | 10,093,000 | (2,658,325) |
| Total | 70,003,490 | 50,061,318 | (19,942,172) |

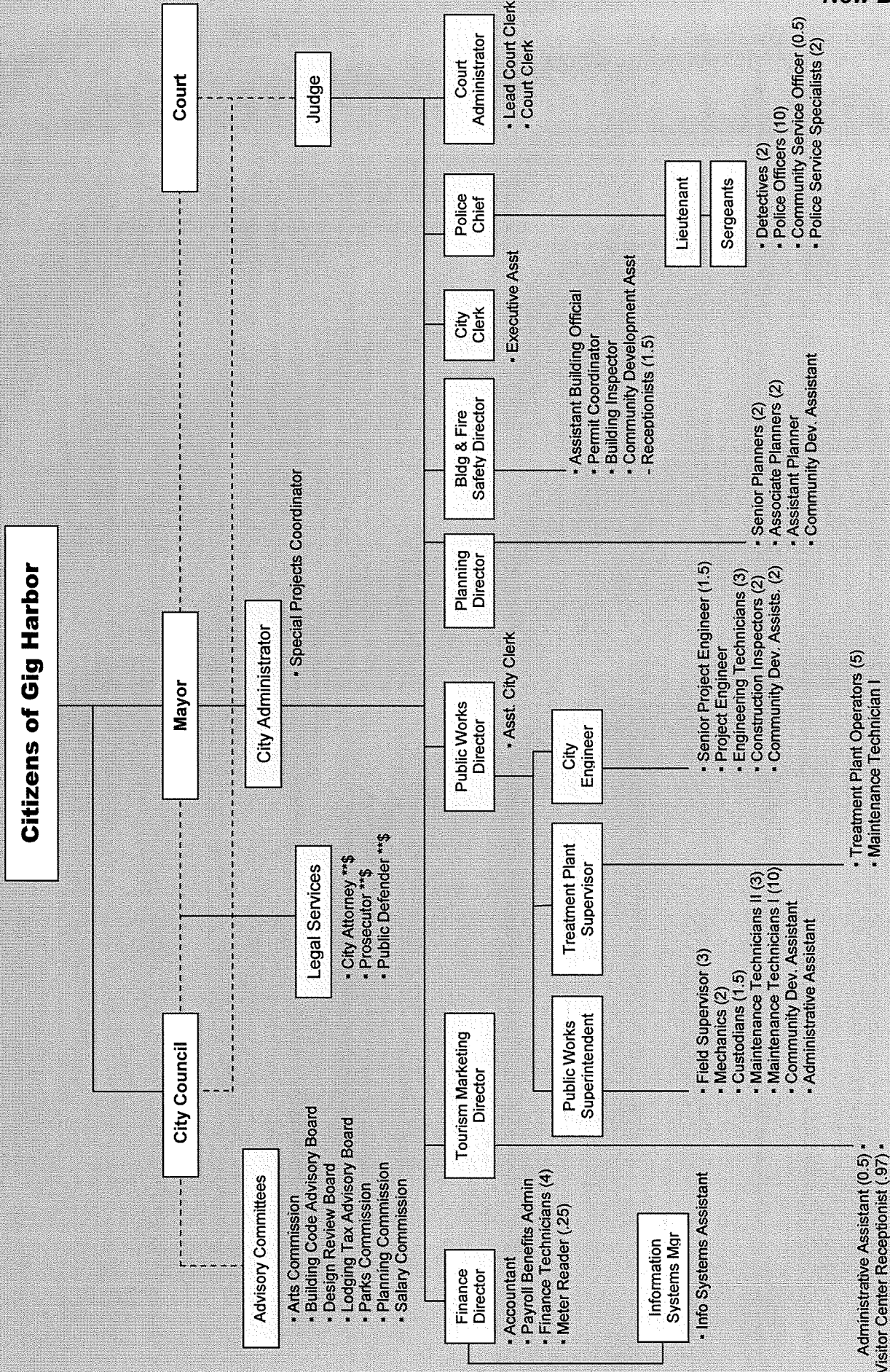
While no position reclassifications are being proposed at this time, the following staffing reductions are being proposed due to shortfalls in our revenue projections:

| | |
|----------------------------------|------------------------|
| Receptionist <u>(1/2)</u> | Building & Fire Safety |
| Receptionist | Building & Fire Safety |
| Building Inspector | Building & Fire Safety |
| Building Inspector | Building & Fire Safety |
| Planner | Planning |
| Finance Technician | Finance |
| Community Services Officer (1/2) | Police |
| Maintenance Technician I | Public Works |
| Custodian (1/2) | Public Works |
| Senior Engineer <u>(1/2)</u> | Public Works |
| Engineering Admin. Assistant | Public Works |

Of the positions above, ~~four~~two will go from full time to half time. One position (building inspector) is currently vacant, and another (Senior Engineer) is currently filled by a part time temporary employee.

2009 Organizational Chart

** \$ Consultant Services



• Treatment Plant Operators (5)
• Maintenance Technician I

• Administrative Assistant (0.5)
• Visitor Center Receptionist (.97)

**ADMINISTRATION
NARRATIVE OF OBJECTIVES 2009**

Administration

1. **Personnel Policies Update.** Complete and implement the personnel policies update. Implement the new Drug and Alcohol Testing policies and procedures.
2. **Economic Development.** ~~If time allows,~~Support business groups in developing an economic development strategy that involves a broad base of stake holders and addresses the needs of the various economic and employment centers in the city. Some recommended components of the economic development strategy are as follows:
 - Downtown Business Plan. Begin implementation of the downtown business plan that was produced in 2008.
 - Mainstreet Program. Provide limited funding for the Gig Harbor Historic Waterfront (Mainstreet) association and its continued activities to promote downtown businesses. A portion of the city funding can come from in-kind city contributions (office space, etc.) **\$35,000.**
 - Downtown Parking Strategy. ~~If time and resources allow, review the 2008 parking study and work with the~~Support downtown businesses to ~~in~~complete and implementing a downtown parking strategy, including a potential lease or acquisition of a public parking lot.
 - Pier Options. This is a 2008 project that may carry over into 2009. Work with the Skansie Pier Options Feasibility Committee to investigate the economic and physical feasibility of a commercial dock, temporary floats and/or an extension of the Jerisich Dock at Skansie Brothers Park. Review other locations that could be purchased, leased or upgraded for public use. A pier would bolster the local fishing industry, preserve local jobs, and enhance the Gig Harbor business climate and overall economy. Apply for state and/or federal grant funds to finance the project. **\$205,000 - Carry forward from 2008 if necessary.**
 - Fuel Dock. ~~As time allows, explore ways to promote a fuel dock in Gig Harbor. Explore Public-Private partnerships, grants, earmarks, and other funding mechanisms.~~
3. **Eddon Boatyard Building and Park.** Complete the Eddon Boatyard Building restoration project funded by the State's Heritage Capital Projects Grant (reimbursable grant) to provide public access for heritage programming sponsored by the Gig Harbor BoatShop. This work includes construction of

public restrooms in the brick house. (Funded through parks capital fund) **\$964,522** (\$95,000 of which is a General Fund contribution to pay for the park share of the restroom construction) - ~~December~~July.

4. **Eddon Boat Park Brick House.** Create a plan to implement the proposed use(s) of the Eddon Boat Park Brick House as recommended by the Parks Commission and approved by the City Council. Seek for and establish funding to convert the building into the intended use. Restroom improvements to the house are anticipated for 2009.
5. **State and Federal Lobbying Efforts.** Carry on state and federal lobbying efforts to maintain current local government control and authority as well as streamlined sales tax mitigation. For the 2009 legislative session, request additional capital funding from the state for the treatment plant expansion and outfall extension. Introduce bills that would improve the City's local control of land use matters.

Further pursue federal earmarks. Request additional federal funds for the completion of the Donkey Creek Day-Lighting project. Request Burnham Interchange funds through the federal transportation reauthorization and economic stimulus processes. Apply for STAG grants for sewer system improvements.

Continue to take the lead on forming and developing the Greater Peninsula Partnership. This is a partnership of the cities and counties from Bremerton south to Gig Harbor, and the purpose of this partnership is to speak with one voice on legislative issues such as transportation funding and regional economic development.

Maintain contract with a lobbying firm at the state level. **\$305,000.**

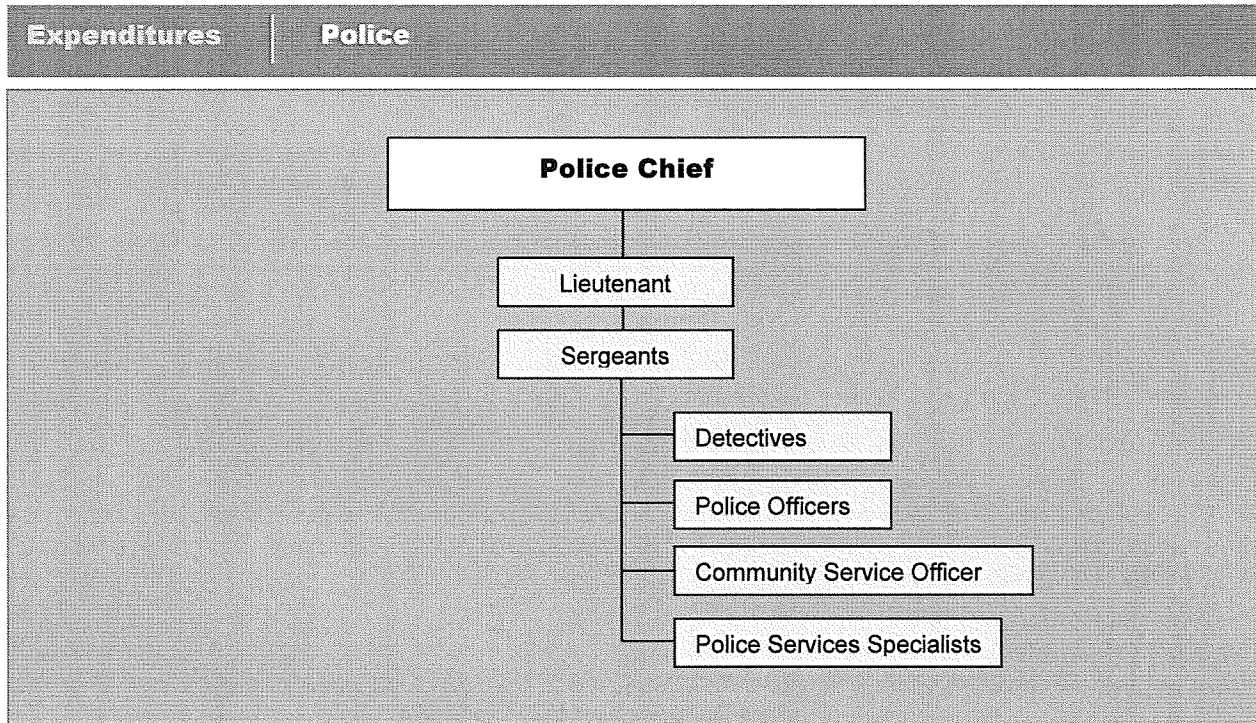
Continue the federal lobbying contract through June 2009. \$37,500 – June.

6. **State and Federal Grants.** Continue to aggressively seek, pursue, and apply for state and federal grants, as well as grants from the non-profit and private sectors. Provide periodic grant status reports to the Mayor and City Council.
7. **Capital Improvement Plan.** Implement and further develop the 5-year capital improvement plan. This plan includes capital improvements for parks, transportation, and utilities.
8. **Gig Harbor North Visioning.** Work with Gig Harbor North developers and community members to further develop and recommend a vision and action plan for the Gig Harbor North area of the city. A major component of this vision is the creation of a city park and pedestrian amenities.
9. ~~**County/City SEPA Mitigation and/or Impact Fee Sharing.** In concert with the city's Planning Department, work with the county to develop more formalized SEPA mitigation and/or impact fee sharing and coordination.~~

10. ~~**Affordable Housing.** Serve as a resource to the Planning Department in researching and recommending an affordable housing plan for the city.~~
December.
11. **Boys & Girls Club.** No contribution in 2009 to the Gig Harbor Boys & Girls Club for youth recreation programs or capital construction.
12. **Harbor History Museum Donkey Creek Easement.** Pay the second of five \$80,000 installments toward the creek easement at the Harbor History Museum.
13. **Performance Measurement.** Continue to track meaningful measures of performance that communicate to the public how well the city is spending the public's money. Communicate those measures to the public, and also use them as a tool to improve city operations.
14. **Citizen Survey.** Do not conduct a citizen survey in 2009. Implement a strategy for improving upon issues identified in the 2008 survey. In 2010, contract with the National Citizen Survey to conduct another survey of the same questions.
Ongoing.
15. **Certified Local Government Program.** Continue to implement the CLG program under DAHP. Use the Dec-2008 CLG funded Cultural Resources Survey to refine Historic District boundaries and characteristics for zoning and Design Review Guidelines, register city-owned historic properties, continue making application for county, state and federal grants under the CLG program.
December.

City Clerk's Office

1. **Phase out passport services.** To enable the executive assistant to focus on regular job functions and to be able to take on additional support duties, we will discontinue the processing of passports. **January.**
2. **Form a records committee.** Formation of a committee comprised of representatives from each department to discuss the handling of public records and compliance with the state retention schedule. **January – December.**



DESCRIPTION OF FUNCTION

Our mission is to continually provide exceptional law enforcement services to our citizens; always looking for ways to improve our performance through strong partnerships with our community.

ADMINISTRATION

The Administrative Unit is comprised of a Chief of Police and a lieutenant, who provide direction and support to the agency. This includes short, medium, and long-range planning and forecasting, resource acquisition, responsible budget formulation and administration, and employee development through ongoing training and performance reviews. Additionally, a community service officer and two (2) police services specialists provide support services which include community outreach services, information management, retention and dissemination, and the provision of direct citizen services such as fingerprinting, background checks, and the issuance of concealed pistol licenses.

OPERATIONS

The Operations Unit is responsible for the majority of direct police services throughout the city. This includes patrol, detectives, traffic enforcement, drug control, and other investigative duties. The patrol function provides police visibility, responds to calls for service, interacts collaboratively with citizens, and performs the initial investigation of crimes. Detectives complete follow-up investigations of more serious and complex

10. **Affordable housing.** Work with a consultant to develop potential policies and regulations that would promote housing more affordable than that currently being developed within the city based on the housing needs assessment conducted in 2008. **Postponed until 2010.**
11. **Shoreline plan update.** Update the shoreline plan. The State of Washington is requiring that the city update the city's Shoreline Master Program by 2011. The experience of other cities and counties is that the update process is taking far longer than anticipated. In addition, the city's existing shoreline regulations have not been substantially updated since 1973 and the regulations are out of date. **\$53,000.**
12. **View basin sub-area plan.** Continue development of a sub-area plan for the view basin (including downtown). The city's view basin area relates directly to the shoreline. The view basin is also the most fragile area of the city. It is also the most visible area of the city and a major reason why Gig Harbor is a desirable place to live. A sub-area plan for the view basin would take into account all aspects of the area including design, transportation, land use, zoning, and infrastructure. **Postponed until 2010.**
13. **Review GMA population allocations.** Review allocations to assess the feasibility of reducing density in some areas and increasing density in other areas of the city.
14. **Parks, Recreation, and Open Space Plan.** Staff will develop the plan in-house. **2009-2010 - \$0.**

City of Gig Harbor
 2009 Budget
 Performance and Workload Measures

Department: Planning

Division: _____

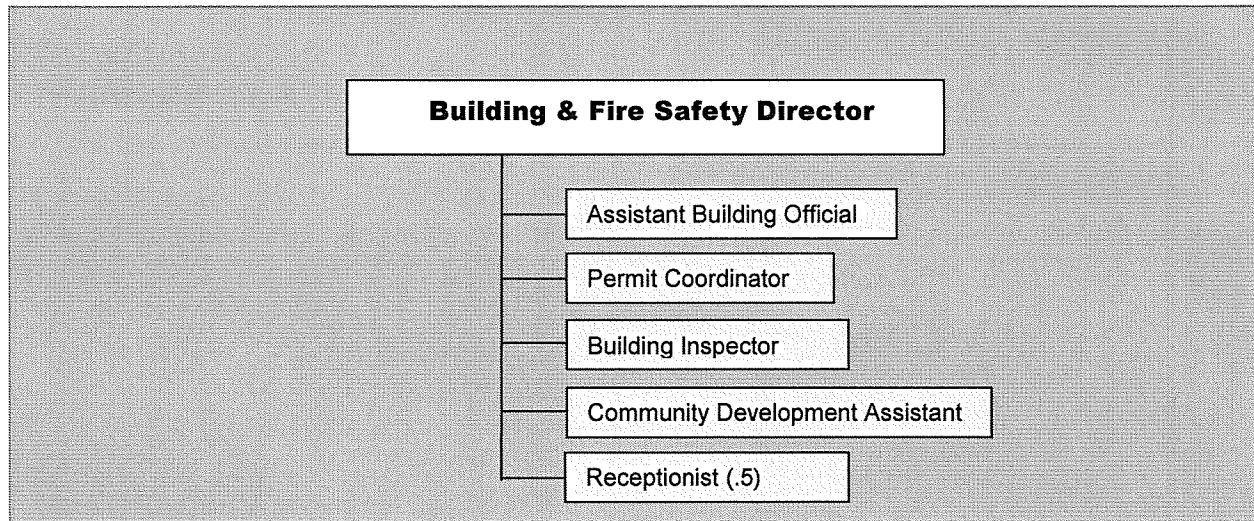
| 2006 Actual | 2007 Actual | 2008 Estimate | 2009 Goal |
|-------------|-------------|---------------|-----------|
|-------------|-------------|---------------|-----------|

Performance Measures

| | | | | | |
|---|---|-----|-----|-----|------|
| 1 | % of Land Use Cases processed in 120 days | n/a | n/a | 98% | 100% |
| 2 | % of Preliminary Plats processed in 90 days | n/a | n/a | 95% | 100% |
| 3 | % of Short Plat processed in 30 days | n/a | n/a | 95% | 100% |

Workload Measures

| | | | | | |
|---|--------------------------|-----|---------------|---------------|--------------|
| 1 | Number of Land Use Cases | n/a | 470 | 480 | 500 |
| 2 | Amount of Fees Collected | n/a | \$ 299,841.25 | \$ 111,000.00 | \$ 95,000.00 |



DESCRIPTION OF FUNCTION

1. **Policy guidance.** Advise city officials on policy matters related to building construction, fire and life safety, code enforcement and emergency management.
2. **Community activities.** Promote community health and safety by providing information and education on matters related to building construction; fire and life safety; and emergency preparedness.
3. **Construction Permitting.** Advance safety and durability in the city's built environment through review, permitting, inspection and approval of all work regulated under GHMC Title 15.
4. **Fire Prevention.** Reduce hostile fires through fire code enforcement, fire/explosion investigation, inspection of commercial occupancies, and administration a fire code operational permit program.
5. **Code Compliance.** Maintain community safety and livability through enforcement of municipal code requirements related to building and fire safety as prescribed under GHMC Title 15 in cooperation with other city departments and federal, state and regional agencies.
6. **Emergency Management.** Facilitate community emergency preparedness and maintain federal grant eligibility through development and maintenance of National Incident Management System (NIMS) compliant emergency management plans, facilities, training, and exercise programs in cooperation with state, regional and local stakeholders and response partners.

**BUILDING & FIRE SAFETY
NARRATIVE OF OBJECTIVES 2009**

1. **Develop a draft department master plan.** Engage stakeholders, customers, elected and appointed officials, and city staff in the development of a draft department master plan. **December.**
2. **Update construction codes.** Cooperate with regulatory partners to assess and adopt updated construction codes in accordance with state law. **September.**
3. **Improve staff competency and professionalism.** Improve staff competency and professionalism, and maintain certifications, through participation in code update and other relevant professional development opportunities. **December.**
4. **Increase utilization of existing LIS capabilities.** Increase utilization of existing LIS capabilities by increasing staff access to the system; providing additional staff training; and development of related operating policies and procedures. **August.**
5. **Improve inspector efficiency through wireless technology.** Improve inspector efficiency by providing wireless field access to internet, MyBuildingPermit.com (MBP) and LIS resources. **June.**
6. **Post a Building/Fire Safety/Emergency Management web page on the city's web site.** Provide the public with on-demand access to building/fire safety and emergency management program information through development and maintenance of the department's web page. **July.**
7. **Develop electronic plan submittal and review options.** Investigate the customer service opportunities and benefits of electronic plan review through a pilot program in cooperation with MyBuildingPermit.com members. **July.**
8. **Expand e-permitting opportunities.** Utilize additional opportunities for electronic permitting of appropriate permit types in conjunction with MBP partners. **December.**
9. **Provide fire inspection and investigation programs.** Cancel the contract with Pierce County Fire District No. 5 for performance of annual fire code inspections and provide a limited in-house program. ~~Continue to~~~~Cancel~~ contract with the Pierce County Fire Marshal's Office for investigations. **FD 5 contract savings \$73,000 / PCFMO contract amountsavings \$6,300—January.**
10. **Participate in emergency management training and exercises in cooperation with response partners.** Improve city and regional emergency preparedness through participation in at least one joint training and exercise opportunity. **December.**

**PARKS DIVISION
NARRATIVE OF OBJECTIVES 2009 - 2014**

1. **Streetscapes.** Install additional street planters and landscape improvements in the Hunt, Seaview, Borgen Boulevard, Pioneer Way and Point Fosdick corridors. **\$102,000 – December.**
2. ~~**Irrigation upgrades.** Install remote irrigation programming devices on Pioneer Way, Borgen Boulevard, Civic Center, and City Park. **\$3,000 – March.**~~
3. **Tree lighting in the park.** Provide entertainment for the annual tree lighting event. (This expense will come from corporate community support). **\$ 1,500 – December.**
4. **Healthy Harbor.** A new community-wide parks and recreation event that will be managed by the marketing department. (Financed entirely by cCorporate community sponsorship \$10,000). **\$4322,000 – December.**
5. **Sign placement and repair.** Provide informational signage and destination signs at significant locations and/or repair existing signage. **\$102,000 – December.**
6. **Holiday decorations.** Decorate streetscapes along city arterials with seasonal banners throughout the year. The winter holiday season will be decorated with cedar garlands and 4" bows to bring a warm, festive look to the harbor (marketing funds). Work with business groups and merchants to offset the cost. **\$4,000 – November.**
7. **Arts Commission Project Support Program.** Continue an Arts Commission Project Support Program to provide funding to non-profit art and cultural arts organizations that provide benefit for city residents. The program will also fund non-profit organizations that want to do arts projects that involve city residents, such as community service organizations, civic organizations, or libraries. Projects that benefit city residents are the core focus. Project grants can include concerts, theatre productions, visual art exhibits, art festivals, or a broad range of arts-related services. ~~Due to budget constraints, fund out of the Art Capital Fund in 2009.~~ **\$30,50020,000 – December.**
8. **Concerts in the Park.** Provide support for weekly concerts at Skansie Brothers Park during the summer months (~~\$10,000 of this budget comes from~~ Financed entirely by corporate community support.) **\$4317,000 – June – September.**

**STREET DIVISION - CAPITAL
NARRATIVE OF OBJECTIVES 2009**

1. **Burnham/SR16/Borgen Blvd corridor improvements.** Construct the remaining interim hospital mitigation improvements. Funded all by FHS and developer contributions. **\$7,500,000 – December.**
2. **Harborview/Pioneer Intersection and Uddenberg Lane.** Replace the former flower box with a stronger, reinforced barrier; install a traffic calming device and/or one-way Pioneer from Harborview to Judson. Rehabilitate the pavement on Uddenberg. **\$400,000 - May.**
3. **Donkey Creek daylighting.** Design and permit daylighting (convert from pipe to open channel flow) of Donkey Creek from the harbor to North Harborview Drive. (Funding from federal grant.) **\$950,000 – 2009-2010.**
4. **38th Street sidewalk / bike lane / roadway improvements.** Preliminary conceptual design and engineering. Carry forward 2008 appropriation to mid-2009. **\$1050,000 – December.**
5. **Street maintenance.** Annual street rehabilitation design and construction. **\$0100,000.**
6. **Sidewalk gap connection.** Design and construct various missing sections of sidewalk as budgeting funding allows. **On hold.**
7. **Point Fosdick sidewalk gap.** Design and construct missing sidewalk link on Point Fosdick from 45th St. Ct. to Briarwood Lane. **Postpone until 2010 or beyond.**
8. **Public parking lot.** Explore leasing property for a public parking lot in the waterfront downtown area, along with minor improvements such as placement of gravel or pervious pavement. **Postpone until 2010 or beyond.**
9. **BB16 Interchange.** Begin state and federal approval processes for the long-term solution. Position the interchange for state and federal funding. **\$100,000 – December.**

Total capital outlay is \$8,950,0009,760,500

PARKS DEVELOPMENT DIVISION
NARRATIVE OF OBJECTIVES 2009

1. **Eddon Boat Park building restoration.** Includes restrooms in the brick house. **\$964,522 - December (funded by State Heritage Grant plus \$95,000 General Fund contribution to help pay for the park share of the restroom; see p. 61).**
2. Skansie Net Shed. Reinforce and/or replace aging pilings to improve the structural integrity of the Skansie Net Shed. This is a carry forward from 2008. **\$51,000 – December.**
3. Kenneth L. Marvin Veterans Memorial Park Picnic Shelter and Restrooms. Public Works staff will construct the picnic shelter and, in a separate project, construct the public restrooms for the new KLM Veterans Memorial Park. These two projects are a carry forward from 2008. **\$90,000 – May.**
42. **Maritime Pier.** Locate an interim (5-10 years) maritime pier. Concurrently work with various stakeholders to identify an ultimate and permanent location for a maritime pier that would bolster the local fishing industry, add/preserve local jobs, and enhance the Gig Harbor business climate and overall economy. Apply for state and/or federal grants/earmarks to help fund the maritime pier. **No funding in 2009.**
53. **Jerisich Park Dock summer moorage extension. Postpone due to funding constraints.**

**WATER DIVISION - OPERATING
NARRATIVE OF OBJECTIVES 2009**

1. **Backflow device testing and inventory.** Continue to develop an inventory of existing city-owned backflow devices and conduct testing and repairs of any found defects in the devices. **\$105,000 – November.**
2. **Conservation program.** Conduct a comprehensive leak detection program for the water distribution system in conjunction with the city's water conservation program as recommended by the State Department of Health. **\$5,000 – December.**
3. **Newsletter.** Mail newsletter regarding water system performance in accordance with Department of Ecology requirements. **\$3,000 – October.**

**WASTEWATER DIVISION – CAPITAL
NARRATIVE OF OBJECTIVES 2009**

1. **Odor control.** Purchase and install odor control equipment and computer control system to minimize potential odors at the WWTP and collection system as sources and solutions are identified. **\$5020,000 – ongoing.**
2. **Wastewater Treatment Plant Expansion.** Complete the construction of the treatment plant Phase 1 improvements. **\$15,000,000 – December.**
3. **Liftstation Upgrades.** Implement a replacement program for upgrading and modifying old, outdated liftstations that were constructed as part of original ULID #1 improvements. (Design and engineering). **\$40075,000 – November.**
4. **Wastewater Outfall Completion.** Complete the construction of the final segment of the Marine Outfall. **Postpone until 2010.**
5. **Wastewater Treatment Plant Expansion – Phase II Design.** Complete the design of Phase II of the treatment plant. **Postpone until 2010 or beyond.**

Total capital outlay is \$15,150,000

**STORM WATER DIVISION - OPERATING
NARRATIVE OF OBJECTIVES 2009**

1. **NPDES PHASE 2.** Continue phased implementation of comprehensive city wide storm water quality monitoring program. This is a newly enacted DOE yearly permit requiring all cities to develop and implement a comprehensive storm water quality monitoring, educational, and enforcement program. **\$10070,000 – December.**
2. **Stormwater Comprehensive Plan update.** Adopt the Stormwater Comprehensive Plan . **\$20,000 – June.**
3. **Pierce County/City Storm Drain GIS Survey Assistance.** **\$8,000 – December.**

**WATER DIVISION – CAPITAL
NARRATIVE OF OBJECTIVES 2009**

1. **Gig Harbor North Well Site (Well No. 9).** Permit a 1,000 gpm primary deep source well and work with Department of Health and Department of Ecology to procure additional water rights for a primary well adjacent to the Gig Harbor North Tank. **\$110,000 – December.**
2. **Crescent Creek Well (Well No. 10).** Drill and test the new well then design and ~~Construct~~ final well development equipment and structures to ~~and~~ bring on-line. Initial well development was scheduled for 2008. **\$300,000~~200,000~~ – June.**
3. **Ried & Hollycroft Intertie.** Replace approximately 20 feet of 4-inch water pipe with 8-inch water pipe to match size downstream to eliminate flow bottleneck. **\$25,000 – September.**
4. **System upgrades.** Replace five (5) existing PRV valves at various locations within the water distribution system. (\$35,000) Replace existing chlorine pumps, tanks and monitors with more reliable units. (\$23,000) – **~~\$58~~35,000 – November.**
5. **Water rights annual advocate/permitting.** Procure a water rights advocate to ensure the continued permitting with state agencies for additional water rights for the City. **\$20,000 – December.**
6. **Groundwater recharge preliminary report.** Develop a preliminary groundwater recharge feasibility report to explore the feasibility of recharging groundwater in the future. If feasible, groundwater recharge may facilitate obtaining water extraction rights in the future. **Postpone until 2010 or beyond.**
7. **Harborview Drive waterline replacement.** Replace the existing asbestos-concrete waterline on Harborview Drive. **Postpone until 2010 or beyond.**
8. **Stinson Avenue waterline replacement.** Replace the existing asbestos-concrete waterline on Stinson Avenue. **\$201,000 – November.**

Total capital outlay is \$842,700



Subject: First reading of ordinance amending the 2008 budget

Dept. Origin: Finance
Prepared by: David Rodenbach
For Agenda of: November 24, 2008
Exhibits: Ordinance

Proposed Council Action:

Adopt ordinance amending the 2008 budget

Initial & Date

Concurred by Mayor: CLH 11/20/08
Approved by City Administrator: PKK 11/20/08
Approved as to form by City Atty: _____
Approved by Finance Director: DR 11/20/08

| | | | | | |
|----------------------|---|-----------------|-----|------------------------|--------------------------|
| Expenditure Required | 0 | Amount Budgeted | \$0 | Appropriation Required | see fiscal consideration |
|----------------------|---|-----------------|-----|------------------------|--------------------------|

INFORMATION / BACKGROUND

The 2008 Street Operating fund budget is expected to exceed the original budget by an estimated \$214,000.

The fund started the year in the hole with beginning fund balance falling short of projections by \$195,000. Our 2007 year-end project estimation is the culprit for missing by such a large margin.

In addition, more resources were spent or allocated to street maintenance than originally budgeted. Some of these activities probably could have been charged to storm maintenance, but weren't. At this time the 2008 Storm budget is projected to be \$189,697 under budget.

More staff time and resources have been allocated to activities such as roadside maintenance (including a new road - Harbor Hill Road), sign maintenance, traffic control devices and bulb replacement in street lights, while less resources have been allocated to the Storm fund.

FISCAL CONSIDERATION

The city transferred \$250,000 from the General Fund into the Street Operating fund to cover the expected budgetary shortfall.

RECOMMENDATION / MOTION

Move to: Pass ordinance amending the 2008 Budget after a second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
AMENDING THE 2008 STREET OPERATING FUND BUDGET.

WHEREAS, an adjustment to the 2008 annual appropriation of the Street Operating fund is necessary to conduct city business; and

WHEREAS, the Street Operating Fund 2008 beginning fund balance was \$195,242 lower than estimated in the 2008 budget and expenditures are expected to be \$214,000 more than the 2008 budget; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The 2008 Budget shall be amended as follows:

| Fund | Original Appropriation | Amended Appropriation |
|----------------------|-----------------------------------|----------------------------------|
| 101-Street Operating | \$1,900,522 | \$2,158,418 |

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to increase the Street fund appropriations as shown above, and directs the Finance Director to amend the budget as shown above.

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

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

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

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

Eddon Boat Restoration Project Update

Budget (Heritage Grant – match already met) \$980,000

This budget includes project consultant’s fees, architectural, engineering, permits, geotech work, and all costs associated with the project

Boat Building

The renovation includes fire/safety code upgrades and public access alterations. Specifically, this includes electrical upgrades, retrofitting for code compliant structural support, a sprinkler system, ingress/egress, a public viewing platform, ADA access, and electric heat. Exterior work will include some foundation re-enforcement and repair, re-roofing, painting, and minor window & siding repair.

Brick House Restrooms (a portion of which is coming out of the Parks Budget)

Includes site prep and demo work in the garage area to construct restrooms that will serve the Eddon Boat Building and the Park. Includes new electrical, new plumbing system, interior partitions, doors, equipment and new floors, walls, ceiling and some exterior cladding.

Schedule

Contract Out for Bid Nov 17
Contract Bid Date Dec 2
Council - Contract Approval Dec 8
Expected Start Date January 2009
Expected Completion Date July 2009



WWTP Phase 1 Expansion Budget Estimate Summary (CSSP-0702)

November, 2008

| Design | | |
|------------------------|--------------------------------|--------------------|
| Design Services | Cosmopolitan Engineering Group | \$1,261,651 |
| Design Review Services | Parametrix, Inc. | \$185,090 |
| City Staff Time | City of Gig Harbor | \$160,000 |
| <i>subtotal</i> | | \$1,606,741 |

| Construction | | |
|----------------------------|--------------------------------|--------------------|
| Project Management | | |
| Project Management | Cosmopolitan Engineering Group | \$712,527 |
| Material Testing | TBD | \$100,000 |
| Project Assistance | Parametrix, Inc. | \$599,808 |
| SCADA Design & Programming | | \$212,000 |
| City Staff Time | City of Gig Harbor | \$274,350 |
| <i>subtotal</i> | | \$1,898,685 |

| Construction | | |
|--|-------------------|---------------------|
| Construction Contract (includes 10% Contingency) | | \$16,000,000 |
| Centrifuge | Purchased by City | \$270,458 |
| Blowers | Purchased by City | \$333,148 |
| Austin St. detour improvements | TBD | \$75,540 |
| Waterline Extension (constr. complete) | Pape & Sons | \$71,000 |
| City Building Permit Fees | | \$110,000 |
| <i>subtotal</i> | | \$16,860,146 |

Total Estimated Design & Construction Costs **\$20,365,572**

| Funding Sources | |
|---|--------------|
| PWTF Loan | \$10,000,000 |
| DOE Grant | \$1,000,000 |
| PWTF Design Loan (already rec'd & spent by City) | \$775,000 |
| Costs already paid by City through 2008 (above the PWTF Design Loan amount) | \$1,506,347 |
| Revenue Bond 2009 | \$7,084,225 |

Revised: Nov. 24, 2008

Total Funding **\$20,365,572**