

Gig Harbor City Council Meeting



June 22, 1998

7:00 P.M., CITY HALL COUNCIL CHAMBERS

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING

June 22, 1998 - 7:00 p.m.

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

1. American Legion Flag Program.
2. Proclamation – Honoring Max Bice.

OLD BUSINESS:

1. Third Reading of Two Ordinances – Management of Jerisich Dock.

NEW BUSINESS:

1. Request for Consideration to Annex to the City – Fairway Estates.
2. NPDES Effluent Mixing Study, Water Quality Monitoring, and Sediment Monitoring – Consultant Service Contract.
3. TIB Grant Agreement – 38th Avenue Sidewalk Improvements.
4. First Reading of Ordinance – Establishment of Speed Limits.
5. Purchase Authorization – Materials for Watermain Replacement.
6. First Amendment to the Consultant's Service Agreement – Parametrix.
7. 6-Year Transportation Improvement Program, 1999 – 2004.
8. First Reading of Ordinance – Eliminating a Reference to the Process for Appeals of the CUP Process.
9. Appeal of Hearing Examiner's Decision – Memory Lanes Bowling Center.
10. Resolution – Indemnification.
11. Liquor License Application – Chrome Grill Restaurant & Lounge (Memory Lanes.)

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

Mitch Barker, GHPD – May Statistics.

ANNOUNCEMENTS OF OTHER MEETINGS:

Dedication of Lightpole Park on Pioneer Street – 7:00 a.m. on July 3rd.

APPROVAL OF BILLS:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110, (b) and litigation, and potential litigation, per RCW 42.30.110 (i).

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JUNE 8, 1998

PRESENT: Councilmembers Ekberg, Young, Platt, Dick, Picinich, Owel, and Mayor Wilbert. Councilmember Markovich was absent.

CALL TO ORDER: 7:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of May 25, 1998 with corrections by Councilmember Owel, regarding beginning and ending times for the Jerisich Dock overnight moorage. Picinich/Owel – unanimously approved.

CORRESPONDENCE/PROCLAMATIONS:

1. **Hire a Veteran Month.** Mayor Wilbert introduced this proclamation honoring the Veterans.

MOTION: Move to proclaim the month of June as “Hire a Veteran Month.” Picinich/Young – unanimously approved.

OLD BUSINESS:

1. **Second Reading of Ordinance – Amendments to Title 15 GHMC (Building Code Update).** Steve Bowman, Building Official/Fire Marshal, described the amendments that had been made to the ordinance since the last reading. He explained that there were typographical errors remaining to be corrected and gave an overview of the changes.

MOTION: Move to approve No. 792 amending Title 15 – Building Code Update with corrections to typos as outlined by Mr. Bowman on pages 5, 6, 23, and 35. Ekberg/Young – unanimously approved.

2. **Second Reading of Ordinances – Management Public Docks.** Mark Hoppen, City Administrator, explained that Councilmember Owel wished to make a recommendation to amend the time for overnight moorage. Councilmember Owel amended the language in Section 3.28.010, stating that she had not intended for an ending time for overnight moorage to be stated. Mark added that Councilmember Markovich also had recommended amendments to the second ordinance regarding limitations to the loading and unloading portion of the dock, to clarify the intent. He suggested that the corrections be made, and the ordinances be brought back for a third reading.

MOTION: Move to bring these two ordinance regarding management of the public dock for a third reading, incorporating the amendments suggested by Councilmembers Owel and Markovich.
Owel/Picinich – unanimously approved.

NEW BUSINESS:

1. Purchase Authorization – Public Works Equipment. Wes Hill, Public Works Director, explained that one of the budget objectives for 1998 was to purchase an air compressor and compressed-air powered jackhammer and boring unit for utility work. He gave an overview of the bid prices and recommended approval of the purchase of the equipment from the lowest bidder.

MOTION: Move to authorize the purchase of the trailer air compressor and jackhammer from Construction Machinery, Inc., for twelve-thousand nine-hundred five dollars and thirty cents (\$12,905.30), including sales tax.
Picinich/Platt – unanimously approved.

2. Liquor License Assumption – JT’s Original Louisiana Bar-B-Que. No action taken.
3. Liquor License Renewals – Harbor Humidor; Puerto Vallarta Restaurant; Round Table Pizza. No action taken.

PUBLIC COMMENT: None.

COUNCIL COMMENTS: None.

STAFF REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Effective Meeting Techniques Workshop – Monday, June 29th City Hall 6:00 – 9:00 p.m.

APPROVAL OF BILLS:

MOTION: Move approval of checks #20278 through #20380 in the amount of \$50,650.49.
Young/Ekberg - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: Move approval of checks #15777 through #15920 in the amount of \$251,697.81.
Young/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 7:17 p.m. for approximately 30 minutes for the purpose of discussing property acquisition per RCW 42.30.110, (b) and litigation per RCW 42.30.110 (i).
Picinich/Ekberg – unanimously approved.

MOTION: Move to return to regular session at 7:37 p.m.
Picinich/Owel – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:37 p.m.
Picinich/Ekberg - unanimously approved.

Cassette recorder utilized.
Tape 496 Side B 168 – end.
Tape 497 Side A 000 – 389.

Mayor

City Clerk



City of Gig Harbor. The "Maritime City."

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

June 15, 1998

American Legion Post 236
Mr. Ben Millikan
15061 Peacock Hill Road
Olalla, WA 98359-9527

Re: Flag Display on City of Gig Harbor Streets

Dear Mr. Millikan:

Enclosed is the city's check for \$250 for reimbursement for new flags and maintenance of your flag display along the streets of Gig Harbor.

Each year we look forward to the display that reflects the American tradition while promoting tourism for our downtown business district during the summer months.

Thank you and your Legion for taking on this worthwhile project.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor



City of Gig Harbor. The "Maritime City."

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

TO: Dr. Mitrovich, Leland Smith, Milt Boyd, Keith Stiles, Marie Sullivan, Pat Gregory, Chief Claiborne, Steve Floyd, Hugh McMillan, Rob Orton, Deanie Adams, JoAnne Gray, Mark Hoppen, and City Councilmembers
FROM: Mayor Gretchen Wilbert
SUBJECT: Proclamation -KGHP
DATE: June 18, 1998

Sometimes we wait too long before we say thank you to individuals who quietly contribute so much to our community. This proclamation is one way to express our gratitude to Max Bice for his leadership in the collaboration with Milt Boyd, Keith Stiles and the Peninsula School District in creating the Peninsula's own radio station, KGHP (at 104.5 MHz or 89.3MHz and 89.9MHz FM.

The importance of the continued existence of KGHP is that it is our main avenue of communication of local information for the 50,000 people on the peninsulas in the event of the forecasted earthquakes. (See May 1998 National Geographic.)

The people of the world have been awakened in recent months by reports of tornadoes and floods, as we here in the Pacific Northwest were awakened during the ice storm of 1996-97 to the need to be prepared.

Peninsula Light Company has recently facilitated an increased transmission capacity for KGHP. We know that when disaster hits, the power will be out, the phone lines clogged, the bridge will be closed and we will all be on our own for several days. Information received on battery operated radios may be the one connection to the outside world. You and your neighbors will be on your own to locate family members and each other. KGHP FM 104.5 will be the station giving the local information supplied by the Public Information Officer located at the Fire District #5 E.O.C. (Emergency Operations Center) on the extent of damage and power restoration.

I've invited Max Bice to come to our Monday, June 22nd City Council meeting at 7:00 p.m. to give an update on KGHP from his perspective. You are cordially invited to join Max for the presentation of the Proclamation.

WE PLAN ON THE PROCLAMATION BEING A SURPRISE!

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Honoring the life work and dedication of the one and only MAX BICE, for continuously giving the gift of his talent to our Community;

WHEREAS, Max Bice is, and always has been, one of the true technical devotees of the science and the art of communications engineering, including radio, radar, telephone (wire communications), and television; and

WHEREAS, Max has been a licensed radio operator now for more than 60 years, holding both Amateur Radio and First Class Commercial tickets; and

WHEREAS, Max has been the chief engineer of a number of commercial radio and television stations in the Seattle-Tacoma area and he is an honored member of the Professional Broadcasting Engineers Society; and

WHEREAS, Max has been active in his field so long that men who he originally hired and trained are now retiring (or have retired) from the broadcasting industry; and

WHEREAS, Max is the sole proprietor of Gig Harbor's main marine radio repair and service facility and for many years has been an active member and officer in the Coast Guard Auxiliary; and

WHEREAS, Max oversaw and nurtured the successful installation and operation of the Peninsula School District bus radio system; and

WHEREAS, Max is one of the co-founders of Gig Harbor's community radio station KGHP, 104.5 MHz, 89.3 MHz & 89.9 MHz; and

WHEREAS, Max is a long-time member and supporter of the Chamber of Commerce and has provided the sound system used in the Annual Gig Harbor Parade for many years; and

WHEREAS, Max is an outstanding father, a strong supporter of the University of Washington, and an excellent member of the Gig Harbor Community;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby proclaim a Max Bice KGHP Radio Fund be established, dedicated to the education and training of students at the Peninsula's Community Neighborhood Network Station, KGHP.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 22nd day of June, 1998.

Gretchen A. Wilbert, Mayor

Date



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
DATE: JUNE 17, 1998
SUBJECT: MANAGEMENT OF JERISICH PARK DOCK ORDINANCES

INFORMATION/BACKGROUND

The two ordinances are returning for a third reading after incorporation of amendments suggested by Councilmembers Owel and Markovich at the second reading.

POLICY CONSIDERATIONS

These ordinances clarify policy relative to use and supervision of the Jerisich Dock Park facility.

RECOMMENDATION

Staff recommends approval of the attached ordinances after this third reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY PUBLIC DOCK, CHANGING THE MOORING TIME LIMIT FOR VESSELS AT THE DOCK FROM 24 TO 48 HOURS, ESTABLISHING RESTRICTIONS FOR USE OF THE DOCK, AND AMENDING SECTIONS 8.28.040 AND 8.28.065 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the current mooring time limit at the public dock is set for a period not to exceed 24 continuous hours within any seven day period; and

WHEREAS, a restriction exists on the area of the dock to be used for unloading and loading of passengers; AND

WHEREAS, the City Council believes that it would promote tourism and reflect actual and normal moorage patterns for public dock users to increase the moorage time limit from 24 continuous hours to 48 continuous hours, and establishing restriction for use of the dock for loading and unloading of passengers and for the use of waste disposal facilities; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Section 8.28.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

8.28.040 Mooring Time Limit.

Boats may moor to the dock for a period not to exceed ~~24~~ 48 continuous hours. A boat shall not be moored at the dock for more than one ~~24~~ 48 hour period within any seven day period. A boat shall not be moored at the dock in excess of ~~24~~ 48 hours for any seven-day period whether continuous or not.

Section 2. Section 8.28.065 of the Gig Harbor Municipal Code is hereby amended

to read as follows:

8.28.065 Unloading/loading Zones.

A portion of the dock ~~not to exceed 65 feet~~ shall be set aside and clearly marked and signed on the city dock for unloading and loading of watercraft passengers. Watercraft may use the unloading/loading zone only for the purpose of unloading and loading of watercraft passengers or use of the waste disposal facilities; a person responsible for navigating such watercraft must remain on board while temporarily moored at the city dock; and such watercraft shall be moved from the unloading/loading zone either immediately after passengers have disembarked or if another watercraft needs to use the unloading/loading area.

Section 3. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 5/20/98
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO.

of the City of Gig Harbor, Washington

On the ____ day of _____, 199__, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY PUBLIC DOCK, CHANGING THE MOORING TIME LIMIT FOR VESSELS AT THE DOCK FROM 24 TO 48 HOURS, AND ELIMINATING THE LIMITATIONS ON THE AREA TO BE USED FOR UNLOADING AND LOADING PASSENGERS ON THE DOCK, AMENDING SECTIONS 8.28.040 AND 8.28.065 OF THE GIG HARBOR MUNICIPAL CODE.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 199__.

CITY CLERK, MOLLY TOWSLEE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC DOCK MOORAGE FEES, CLARIFYING THE TIME LIMITS FOR OVERNIGHT MOORAGE AND THE PENALTY FOR NON-PAYMENT OF MOORAGE FEES; AMENDING SECTIONS 3.28.010 AND 3.28.020 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the current code provisions relating to moorage time limitations are unclear and unenforceable; and

WHEREAS, the City Council finds that the code should be amended to properly reflect the moorage requirements and penalties; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Section 3.28.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

3.28.010 Rates Established.

~~There are established~~ The following rates shall be to be assessed charged against boats and other watercraft for overnight moorage ~~moored overnight~~ at the Gig Harbor City Dock moorage facility: \$.025 per foot per day night.

For the purpose of this chapter, each day night shall be defined as the period beginning at 7:00 p.m. constitutes a period of 24 hours commencing at the time the watercraft is registered and payment made or from the time the watercraft is tied up, whichever first occurs.

Section 2. Section 3.28.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

3.28.020 Penalty.

It shall be a violation of GHMC §3.28.010 for the owner or operator of a vessel or watercraft moored for a night at the City Dock to fail to pay the fee described therein. Such violation shall be violations of the moorage daily fee shall constitute an infraction of punishable by a civil fine of \$100.00 for each day overnight for which the moorage fee has not been paid.

Section 3. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 5/20/98
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

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The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 199_.

CITY CLERK, MOLLY TOWSLEE



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PLANNING-BUILDING STAFF
**SUBJECT: REQUEST FOR CONSIDERATION TO ANNEX TO THE CITY (10%
PETITION) - FAIRWAY ESTATES SUBDIVISION**
DATE: JUNE 17, 1998

Background/Introduction

Attached for your consideration is a petition submitted by owners of real property within Fairway Estates Subdivision. The petition bears the signatures of owners of not less than 10% of the assessed evaluation within the subdivision.

Policy Issues

RCW 35A.14.120 provides that prior to submitting a petition for annexation, the initiating party, who shall be the owners of not less than 10% of assessed evaluation within the area proposed for annexation, shall notify the legislative body of in writing of their intention to commence annexation proceedings. The legislative body shall set a date not less than 60 days from the submission of the petition for a meeting to determine whether the city will accept, modify or reject the petition, whether it shall require the simultaneous adoption of zoning for the area and whether it shall require the assumption of all or any portion of indepteбness.

Fairway Estates is within the City's UGA and is zoned R-1 (single family residential). If annexed, the subdivision will increase the City's population by approximately 98 persons.

Fiscal Impact

Should the Council accept the petition, an annexation report will be prepared by staff for consideration by the Council at the requisite public hearing on the proposed annexation. The report will include a fiscal impact analysis.

Recommendation

Should Council accept the petition, a public hearing will be scheduled for consideration of a 60% petition. Prior to scheduling the hearing, the petition will be submitted to the Pierce County Auditor for certification.

FAIRWAY ESTATES

IN SECTION 20, TWP 21 N., RGE. 2 E., W.M.

PIERCE COUNTY, WASHINGTON

WARREN PETERSON
2200 ONE WASHINGTON PLAZA
TACOMA, WASH.

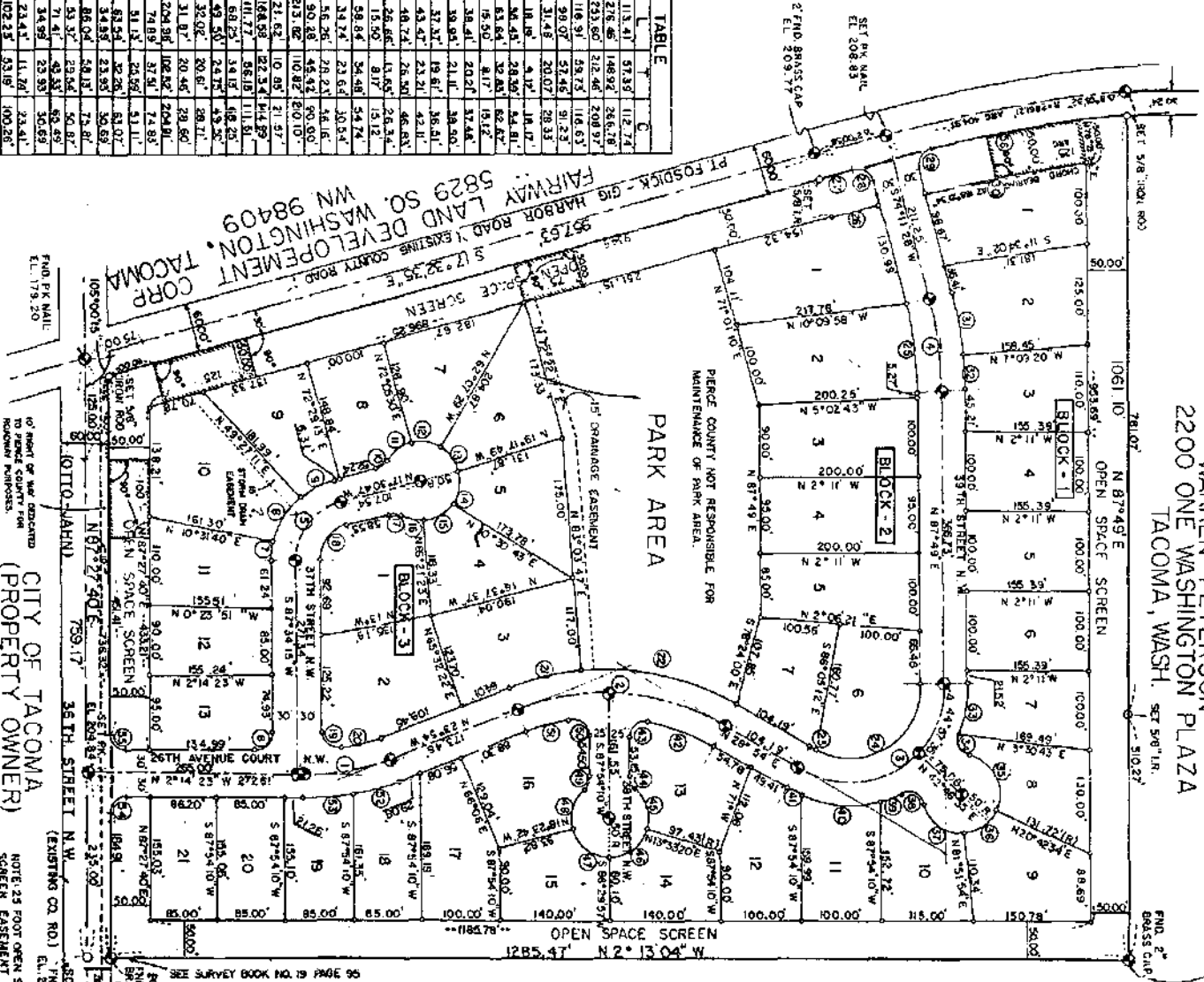
SEE SURVEY BOOK NO. 19, PAGE 95
PIERCE COUNTY AUDITOR'S OFFICE



SCALE: 1"=100'

SET BY NAIL
EL. 208.83

2" FEND BRASS CAP
EL. 209.77



PARK AREA

PIERCE COUNTY NOT RESPONSIBLE FOR MAINTENANCE OF PARK AREA.

OPEN SPACE SCREEN
1285.47' N 2° 13' 04" W

KEN TYSON - MEADOW PARK GOLF COURSE - TACOMA, WN.

PIERCE COUNTY AUDITOR'S OFFICE

CITY OF TACOMA
(PROPERTY OWNER)

NOTE: 25 FOOT OPEN SPACE SCREEN EASTMENT BOARD HD. ALL INTERIOR ROADS.

NO.	R.	CURVE DATA TABLE				
		D	A	L	T	
1	300.00	19.06	27°33'37"	113.47	57.33	112.74
2	300.00	19.06	57°48'00"	278.46	148.92	285.78
3	120.00	47.44	127°05'00"	233.80	212.46	208.97
4	1500.00	11.27	137°37'32"	116.91	49.73	114.67
5	250.00	36.53	74°54'58"	99.07	57.42	91.23
6	200.00	286.24	50°11'22"	31.48	50.07	28.53
7	1005.00	34.34	9°01'42"	18.85	4.12	14.17
8	1005.00	54.34	34°45'30"	61.43	28.55	44.81
9	1005.00	286.28	44°24'55"	15.50	24.75	15.12
10	200.00	286.28	44°24'55"	15.50	24.75	15.12
11	300.00	114.35	44°04'00"	38.41	20.27	37.44
12	300.00	114.35	44°04'00"	38.41	21.11	39.50
13	300.00	114.35	42°48'00"	37.37	19.67	38.81
14	500.00	114.35	42°48'00"	37.37	22.21	42.11
15	500.00	114.35	43°38'53"	48.74	26.50	46.83
16	500.00	114.35	50°32'43"	26.66	13.69	26.24
17	200.00	286.28	44°24'55"	15.50	8.17	15.12
18	480.00	127.19	74°54'58"	98.64	54.46	54.74
19	200.00	286.28	50°11'22"	31.74	23.64	30.84
20	320.00	21.13	114°56'21"	56.26	28.21	44.16
21	330.00	17.21	134°06'30"	80.28	45.43	90.00
22	330.00	17.21	37°07'23"	813.82	110.82	810.10
23	300.00	43.33	133°46'37"	21.63	10.89	21.57
24	300.00	63.33	60°18'19"	108.93	62.34	61.89
25	300.00	12.11	137°31'33"	111.77	58.18	111.81
26	2881.21	2.01	1°22'52"	68.25	14.16	148.20
27	2881.21	2.01	1°00'40"	49.50	24.75	48.37
28	200.00	286.28	51°44'03"	32.92	20.61	28.71
29	200.00	286.28	51°44'03"	31.87	20.46	28.60
30	2881.21	2.00	41°33'20"	704.96	102.82	704.81
31	1330.00	10.44	87°05'45"	74.89	37.91	74.83
32	1330.00	10.44	87°05'45"	74.89	37.91	74.83
33	1330.00	10.44	87°05'45"	74.89	37.91	74.83
34	1330.00	10.44	87°05'45"	74.89	37.91	74.83
35	1330.00	10.44	87°05'45"	74.89	37.91	74.83
36	1330.00	10.44	87°05'45"	74.89	37.91	74.83
37	1330.00	10.44	87°05'45"	74.89	37.91	74.83
38	1330.00	10.44	87°05'45"	74.89	37.91	74.83
39	1330.00	10.44	87°05'45"	74.89	37.91	74.83
40	1330.00	10.44	87°05'45"	74.89	37.91	74.83
41	1330.00	10.44	87°05'45"	74.89	37.91	74.83
42	1330.00	10.44	87°05'45"	74.89	37.91	74.83
43	1330.00	10.44	87°05'45"	74.89	37.91	74.83
44	1330.00	10.44	87°05'45"	74.89	37.91	74.83
45	1330.00	10.44	87°05'45"	74.89	37.91	74.83
46	1330.00	10.44	87°05'45"	74.89	37.91	74.83
47	1330.00	10.44	87°05'45"	74.89	37.91	74.83
48	1330.00	10.44	87°05'45"	74.89	37.91	74.83
49	1330.00	10.44	87°05'45"	74.89	37.91	74.83
50	1330.00	10.44	87°05'45"	74.89	37.91	74.83
51	1330.00	10.44	87°05'45"	74.89	37.91	74.83
52	1330.00	10.44	87°05'45"	74.89	37.91	74.83
53	1330.00	10.44	87°05'45"	74.89	37.91	74.83
54	1330.00	10.44	87°05'45"	74.89	37.91	74.83
55	1330.00	10.44	87°05'45"	74.89	37.91	74.83
56	1330.00	10.44	87°05'45"	74.89	37.91	74.83
57	1330.00	10.44	87°05'45"	74.89	37.91	74.83
58	1330.00	10.44	87°05'45"	74.89	37.91	74.83
59	1330.00	10.44	87°05'45"	74.89	37.91	74.83
60	1330.00	10.44	87°05'45"	74.89	37.91	74.83

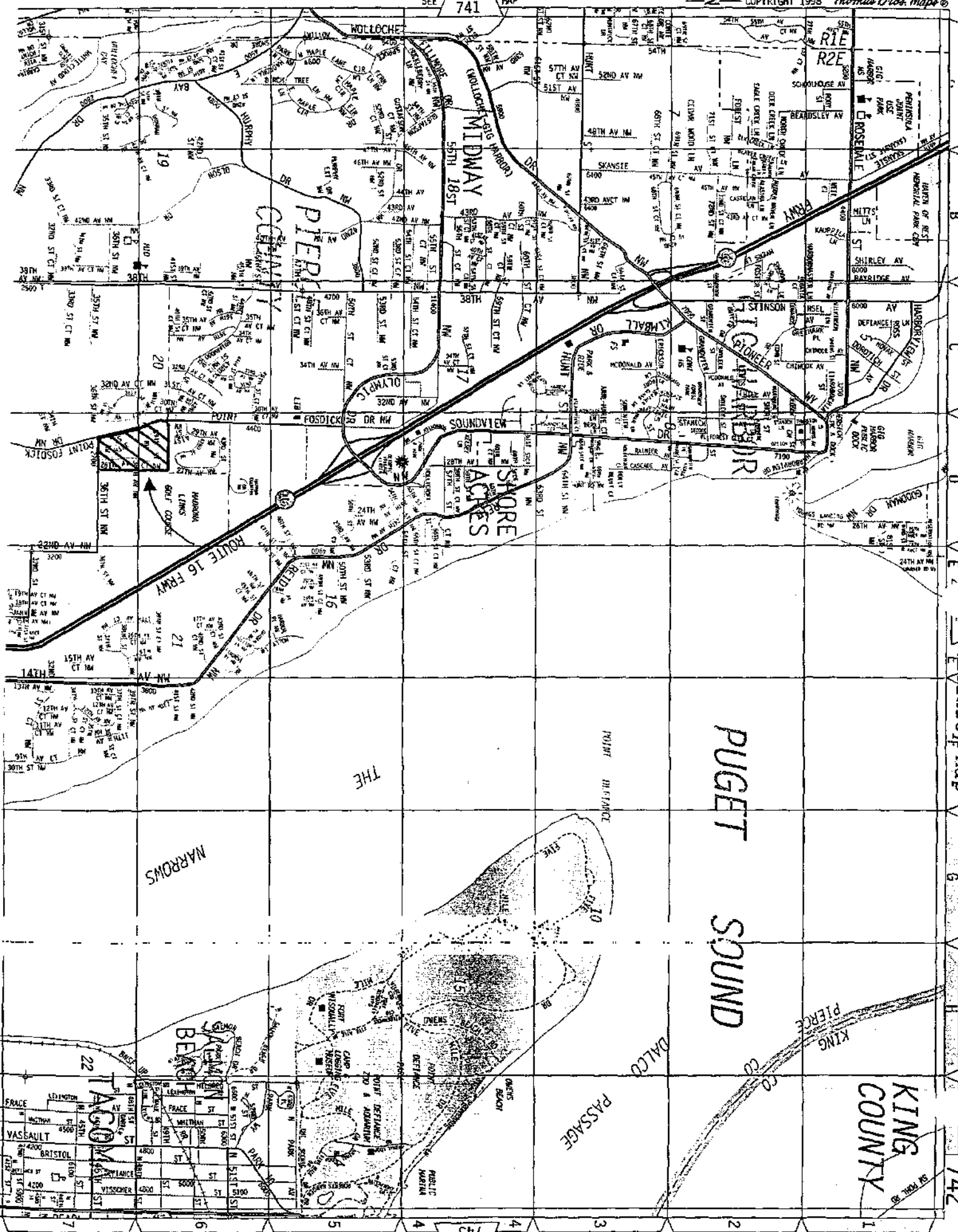
NOTE:
ALL STORM DRAIN BASINS ARE DEDICATED TO PIERCE COUNTY FOR STORM DRAIN PURPOSES.

LEGEND
 ○ 5/8" IRON ROD (S RE. 24")
 ○ PROPERTY MONUMENT (AS LABELED)
 ○ PK. NAIL
 ○ BRASS CAP (PIERCE COUNTY STANDARD)

LAND SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT THE WITHIN PLAT OF "FAIRWAY ESTATES" IS BASED UPON A TRUE SURVEY DONE UNDER MY DIRECT SUPERVISION THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY AND THE MONUMENTS WERE FOUND OR SET AS INDICATED ON THE MAP; THAT THE LOT CORNERS WERE STAKED WITH 5/8" RE. BAR-AS THAT I HAVE COMPLIED WITH ALL STATE STATUTES AND PIERCE COUNTY REGULATIONS REGARDING PLATTING.

James E. Nissen
 REGISTERED PROFESSIONAL ENGINEER
 AND SURVEYOR
 DATE: June 15, 1978 NO. 9409
 DATE OF SURVEY: 6-15-78

PIERCE COUNTY AUDITOR'S OFFICE



Fairway Estates Annex
Vicinity Map

144

May 20, 1998

RECEIVED

MAY 20 1998

CITY OF GIG HARBOR

Cathryn Cummings-Bond
2704 39th St. NW
Gig Harbor, WA 98335
858 - 8345

Dear City of Gig Harbor,

Enclosed you will find the final set of completed petitions toward Fairway Estates annexation into Gig Harbor. We have attended many meetings in both Gig Harbor and Pierce County and are anxious to see this proceeding completed. Let me know if there is anything further that I can do.

Sincerely,

A handwritten signature in cursive script that reads "Cathryn" followed by a long horizontal line that curves back to the left, ending in a small loop.

Cathryn Cummings-Bond
Fairway Estates Homeowner Assoc. President

10/16

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

The Honorable Mayor and City Council
City of Gig Harbor
P.O. Box 145
City of Gig Harbor, WA 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is described on Exhibit "A" attached hereto and is depicted on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date not later than sixty days after the filing of this request for a meeting with the undersigned to determine:

- (1) Whether the City Council will accept the proposed annexation;
- (2) Whether the City Council will require the adoption of zoning for the proposed area in substantial compliance with the Proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance 686; and
- (3) Whether the City Council will require the assumption of existing city indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intention to be presented and considered as one Notice of Intention and may be filed with other pages containing additional



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes*
**SUBJECT: NPDES EFFLUENT MIXING STUDY, WATER QUALITY MONITORING,
AND SEDIMENT MONITORING - CONSULTANT SERVICES CONTRACT**
DATE: JUNE 15, 1998

INTRODUCTION/BACKGROUND

Section S12 of the National Pollutant Discharge Elimination System (NPDES) Permit No. WA-002395-7, issued August 15, 1997 for the City's wastewater treatment plant requires that the City test the receiving water quality in Gig Harbor two times per year. Sampling is specified to occur at five separate locations. The first sampling event is to occur "as close as reasonably possible to the critical period" for water quality in Gig Harbor, and the second is to occur during the last full week in October. The "critical period" is determined by weekly temperature measurements near the outfall beginning after August 1. Sampling for the marine stations is further restricted to the five hours before and one hour after the lowest slack tide of the day. Sampling for all locations must be completed within a 24-hour period.

Insufficient staff resources are available to perform this work. Cosmopolitan Engineering Group of Tacoma has been tentatively selected to perform the majority of this work. Their selection was based on their qualifications for the work, review of the Department's Consultant Services Roster, and their previous work for the City.

FISCAL CONSIDERATIONS

Sufficient funds are available for this work.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Cosmopolitan Engineering Group, in an amount not to exceed fifteen thousand ninety-two dollars and no cents (\$15,092.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, organized under the laws of the State of Washington, located and doing business at 117 South 8th Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the Department of Ecology (DOE), on August 15, 1997, issued a National Pollutant Discharge Elimination System (NPDES) Permit No. WA-002395-7 to the City for its wastewater treatment plant; and

WHEREAS, Condition S12, "Receiving Water Quality Monitoring Program," of the NPDES Permit prescribes a water quality sampling and testing program for the waters of Gig Harbor; and

WHEREAS, the City desires to comply with the applicable provisions of the NPDES permit, and that the Consultant provide the professional services as set forth below; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 8, 1998, attached hereto as Exhibit A, and 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:

I. Description of Work

The Consultant shall perform all work as described in Exhibit A, "Scope of Work."

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed fifteen-thousand, ninety-two dollars and no cents (\$15,092.00), 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 billing rates shall be as described in Exhibit B, "Billing Rates and Services."

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 in accordance with the provisions of Section S12 of the NPDES permit, including submittal of the report as required under Section S12.E of the NPDES permit by February 15, 1999; provided however, that additional time may be granted by the City for excusable delays 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. 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. Such notice may be delivered to the Consultant in person or by certified mail.

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. 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. In the event of liability for all of the above which is caused by or results from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall only be to the extent of the Consultant's negligence. 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.

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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than \$1,000,000 limit per claim.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director 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 Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The 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. 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 in this Agreement or such other address as may be hereafter specified in writing.

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.

XIII. 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 _____, 19____.

COSMOPOLITAN ENGINEERING GROUP
William P. Fox, P.E.

THE CITY OF GIG HARBOR

By: William P. Fox
Its Principal

By: _____
Mayor

Notices to be sent to:
William P. Fox, P.E.
CONSULTANT
Cosmopolitan Engineering Group
117 South 8th Street
Tacoma, Washington 98402

Mr. Wes Hill
Director of Public Works
The City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

CONSULTANT SERVICES CONTRACT
1998 RECEIVING WATER QUALITY MONITORING PROGRAM
EXHIBIT A – SCOPE OF WORK



Memorandum

117 South 8th Street
Tacoma, WA 98402

Phone (253) 272-7220
Fax (253) 272-7250

RECEIVED

DATE: June 8, 1998
TO: Mr. Wes Hill, City of Gig Harbor
FROM: Bill Fox, Cosmopolitan Engineering Group
RE: 1998 Water Quality Studies

JUN 08 1998

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

Thank you for inviting Cosmopolitan Engineering Group to submit a scope of work and budget for water quality monitoring specified in the NPDES permit for August through October 1998. The following scope of work will satisfy the requirements for 1998 stipulated in Section S12 of your current NPDES permit.

Task 1 – Planning and Mobilization

This task would cover our up-front planning and mobilization expenses to prepare for the field sampling. This task includes:

- Establish sampling plan and scheduling criteria for the two water quality sampling events
- Establish agreements with the laboratories
- Prepare field equipment

Task 2 – Weekly Temperature Sampling

Water temperature profiles shall be obtained weekly a location in Gig Harbor near the outfall in at least 18 feet of water (MLLW). pH shall also be monitored at the water surface to indicate periods of algal blooms. These profiles shall be obtained in the afternoon on consistent days (e.g. every Monday) from August through October (13 weeks). City of Gig Harbor staff shall collect this data.

Task 3 – Water Quality Sampling

The weekly sampling results shall be used to establish the date for the "critical conditions" sampling event specified in the permit. The sampling plan in Task 1 will establish the criteria that trigger the sampling event, including tidal conditions and time of day.

CONSULTANT SERVICES CONTRACT
1998 RECEIVING WATER QUALITY MONITORING PROGRAM
EXHIBIT A – SCOPE OF WORK

Water samples shall be obtained at the same five sample locations, depths and in the same manner as was performed in the 1997 water quality monitoring. Stations 1 through 3 are marine stations in Gig Harbor and the Narrows; Station 4 is Crescent Creek; and Station 5 is the WWTP effluent.

There will be two sampling events. The first will be the "critical conditions" event, which will be scheduled from the results of the weekly temperature sampling. The second event will occur in the last week of October 1998.

Stations 1 through 3 shall be sampled in each event for the field and laboratory analytes specified in Section S12.C.1 of the NPDES Permit. Stations 4 and 5 shall be sampled for the analytes specified in Section S12.C.2. The same PSEP protocol used in 1997 shall be repeated in 1998. The same analytical laboratories shall also be used (UW Oceanography for salinity, dissolved oxygen, nutrients and chlorophyll *a*; Columbia Analytical for metals).

Task 4 – Optional Supplemental Water Quality Sampling

This task shall include one additional sampling event for conventional parameters only (*i.e.* all parameters except metals) at the five monitoring stations. This task will only be conducted upon verbal authorization from the City of Gig Harbor.

Task 5 – Report

The results of all field studies will be prepared for submittal to Ecology as specified in the permit. The weekly monitoring data (furnished by the City) shall be presented as a series of temperature profiles. The station location map, coordinates and tidal conditions at the time of sample collection shall also be included. A narrative section will summarize the temperature trend and justify the identified critical condition for the water quality sampling.

The two 1998 water quality sampling results for conventional parameters shall be presented in the same table format as the 1997 results. Figures showing the 1998 results in a timeline with past data, similar to the 1997 report, shall also be presented. The metals data will be presented in separate tables with no trend analysis or graphical presentation.

The report will be prepared as a draft for submission to the City of Gig Harbor. Following comments from the City, five copies of the final report will be provided to the City.

Budget

The budget to complete these tasks is furnished in the attached spreadsheet. If the City elects to perform the weekly sampling, the applicable labor and equipment charges could be removed from the budget. We anticipate including the presentation of this data in the final report, even if the City collects the data.

CONSULTANT SERVICE CONTRACT
 1998 RECEIVING WATER QUALITY MONITORING PROGRAM
 EXHIBIT B - BILLING RATES AND SERVICES

COST ESTIMATING WORKSHEET

Job: Gig Harbor Water Quality Sampling
Job No: GIG002

LABOR

Task	Name: Principal	Name: Engineer II	Name: Tech/CAD	Task Subtotal
	Rate: \$98.00 Hrs \$	Rate: \$75.00 Hrs \$	Rate: \$50.00 Hrs \$	
1. Planning and Mobilization	2 \$196	6 \$450	\$0	\$646
2. Weekly Temperature Sampling	\$0	\$0	\$0	\$0
3. Water Quality Sampling	\$0	32 \$2,400	32 \$1,600	\$4,000
4. Optional Supplemental Sampling	\$0	8 \$600	\$0	\$600
5. Report	6 \$588	16 \$1,200	4 \$200	\$1,988
Subtotal	8 \$784	62 \$4,650	36 \$1,800	\$7,234

LABOR SUBTOTAL: \$7,234

DIRECT COSTS

Item	Quantity	Unit	Unit Cost	\$
Boat and Operator	3	day	\$450	\$1,350
Sample Equip (bottles, GPS, CTD etc)	3	day	\$125	\$375
Oceanography Lab - UW	24	samples	\$170	\$4,080
Metals Lab - Columbia Analytical	8	samples	\$245	\$1,960
Mileage	300	mi.	\$0.31	\$93

DIRECT SUBTOTAL: \$7,858

TOTAL COST: \$15,092



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: TIB GRANT AGREEMENT - 38TH AVENUE SIDEWALK IMPROVEMENTS
DATE: JUNE 9, 1998

INTRODUCTION/BACKGROUND

The State of Washington Transportation Improvement Board (TIB) recently confirmed approval of the grant application submitted earlier this year (under the Pedestrian Facilities Program, PFP) for design and construction of a sidewalk on the east side of 38th Avenue from 47th Street Court to the City limits. Conditions for accepting the TIB grant offer under the PFP program include the following:

1. Submittal of the executed "Project Agreement for Design and Construction Proposal" by June 28, 1998 (attached).
2. Completion of the sidewalk construction by July 1, 2000.

The agreement is a standard form agreement issued by the Transportation Improvement Board for the Pedestrian Facilities Program. Under the agreement, the TIB's conditions payment of its proportionate share of the eligible project costs primarily on the following items:

1. The city agreement to comply with RCW 47.26 (TIB establishment, street project funding);
2. The sidewalk improvements will conform to the grant application; and
3. The city will have the funds and will pay its portion of the project's costs.

Design and construction costs for the sidewalk and related improvements are estimated at \$90,000, with the TIB grant covering \$65,000 of those costs (sidewalk portion only). The design cost includes a preliminary (approximately 30%) design for a full project improvement including bicycle lanes, curbs and gutters, storm sewer, lighting, and other improvements. The 6-Year Transportation Improvement Program for 1999 to 2004, and the subject of separate Council review, anticipates a design and sidewalk construction schedule to meet the July 2000 completion deadline.

FISCAL CONSIDERATIONS

The amounts for this project are set forth in the proposed 6-Year Transportation Improvement Program (TIP) for 1999 to 2004 that will be considered separately by Council.

RECOMMENDATION

Staff recommends that Council authorize execution of the attached "Project Agreement for Design and Construction Project" with the Transportation Improvement Board for the 38th Avenue NW (City Limits to 47th Street Court NW) sidewalk improvement project.



**UATA/TIA/Pedestrian Facilities Program (PFP)
Project Agreement for Design and Construction Proposal**

Lead Agency City of Gig Harbor	
Project Number	Authority Number
Project Title & Description 38th Avenue NW City Limits to 47th Street Court NW	
Total Amount Authorized \$65,000	Authorization to Proceed Effective From May 22, 1998

IN CONSIDERATION of the allocation by the Transportation Improvement Board of UATA/TIA matching funds to the project and in the amount set out above, the agency hereby agrees that as condition precedent to payment of any UATA/TIA matching funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in RCW 47.26; the applicable rules and regulations of the Transportation Improvement Board, and all representations made to the Transportation Improvement Board upon which the fund allocation was based; all of which are familiar to and within the knowledge of the agency and incorporated herein and made a part of this agreement, although not attached. The officer of the agency, by the signature below hereby certifies on behalf of the agency that federal, state, and local funds represented to be committed to the project will be available as necessary to implement the projected development of the project as set forth in the TIB Prospectus, acknowledges that funds hereby authorized are for the development of the design and construction proposal as defined by Chapter 167, Laws of 1988.

Projects in clean air non-attainment areas are subject to air quality conformity requirements as specified in RCW 70.94. The lead agency certifies that the project meets all applicable Clean Air Act requirements.

IN CONSIDERATION of the promises and performance of the stated conditions by the agency, the Transportation Improvement Board hereby agrees to reimburse the agency from UATA/TIA matching funds allocated, and not otherwise, for its reimbursable costs not to exceed the amount specified. Such obligation to reimburse UATA/TIA matching funds extends only to project costs incurred after the date of the Board's allocation of funds and authorization to proceed with the project.

LEAD AGENCY

TRANSPORTATION IMPROVEMENT BOARD

Signature of Chairman/Mayor

Date

Executive Director

Date



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: ESTABLISHMENT OF SPEED LIMITS - FIRST READING OF ORDINANCE
DATE: JUNE 3, 1998

INTRODUCTION/BACKGROUND

In 1997 the City annexed the Westside and Gig Harbor North areas. An item of concern has been the discrepancy between the speed limit signs that remained from the County's jurisdiction, and the City's standard of 25-mph.

In January, staff conducted the annual traffic count update at various arterial locations in the City using traffic counters provided by the Washington State Department of Transportation (WSDOT). Traffic counters capable of monitoring speeds were placed on arterials proximate to the City limits, and were left in place approximately five days in each location. The information was submitted to WSDOT for processing using their computers and software. This year, WSDOT experienced computer problems that delayed completion of their analysis until May. The speed information for the new entrance arterials is summarized below:

Location *	Direction	Posted Speed (MPH)	AVG. SPEED (MPH)	85 th Percentile Speed (MPH)
Burnham Drive (@ Burnham Business Park)	South	40	39	44
	North	40	39	46
Canterwood Boulevard	South	35	42	47
	North	35	39	45
Hunt Street (Betw. Skansie Ave. & Wollochet Dr.)	East	35	33	38
	West	35	34	39
Peacock Hill Avenue	South	35	43	49
	North	35	42	48
Point Fosdick Drive	South	35 @ 48 th 40 @ 45 th St.	37	48
	North	40 @ C.L. 35 @ 45 th St.	38	44

* At City limits unless otherwise noted.

MAYOR WILBERT AND CITY COUNCIL

June 3, 1998

Page 2

Location *	Direction	Posted Speed (MPH)	AVG. SPEED (MPH)	85 th Percentile Speed (MPH)
38 th Avenue (900-ft. north of C.L.)	South	30 @ 56 th St. 25 @ Brwd.	33	40
	North	25 30 @ Brwd.	35	41
56 th Street (Veterinary clinic)	East	35	34	39
	West	35 @	32	39

* At City limits unless otherwise noted.

Under RCW 46.61.400, speed limits within the City are automatically set at 25-mph. RCW 46.61.415 provides cities the option of altering the prescribed 25-mph speed limits on individual streets, subject to certain restrictions, if it is determined "on the basis of an engineering and traffic investigation" that a higher speed limit is reasonable and safe for the conditions for the street segment.

On the basis of the engineering and traffic investigation for the following streets and street segments, the 25-mph speed limit permitted by state law is less than is reasonable or safe, and it is recommended that the speed limit be increased as set forth below:

STREET	SPEED LIMIT (mph)
A. Burnham Drive, from the 9400 block to the northwesterly city limits .at the State Route 16 interchange at Swede Hill.	35
B. Canterwood Boulevard, from its intersection with Burnham Drive to the northerly city limits.	35
C. Hunt Street, from Skansie Avenue to 38 th Avenue.	30
D. Olympic Drive, from 56 th Street to Point Fosdick Drive.	30
E. Peacock Hill Avenue, from 100 th Street Court to the northerly city limits.	35
F. Point Fosdick Drive, from Olympic Drive to 44 th Street.	30
G. Point Fosdick Drive, from 44 th Street to the southerly city limits.	35
H. 38 th Avenue, from 56 th Street to Hunt Street.	30

MAYOR WILBERT AND CITY COUNCIL

June 3, 1998

Page 3

STREET	SPEED LIMIT (mph)
I. 38 th Avenue, from 56 th Street to Briarwood Lane.	30
J. 56 th Street, from Olympic Drive to the easterly city limits (west bound).	35
K. 56 th Street, from the easterly city limits to the 3600 block (east bound).	35
L. 56 th Street, from the 3600 block to Olympic Drive (east bound).	30

ISSUES/FISCAL IMPACT

The City has historically imposed the standard 25-mph speed limit on all arterials and residential streets within the City. The newly annexed areas have arterials that were posted by Pierce County at speeds in excess of the City's standards. Canterwood Boulevard, Olympic Drive-56th Street, Peacock Hill Avenue, and Point Fosdick Drive function as primary commuter routes. Burnham Drive is a primary northern access route for commercial and commuter traffic to and from SR-16. The recommended speed limits consider the need for the safe movement of traffic and pedestrians, street alignment and geometrics, the nature and extent of developed properties, the number of driveways and intersections, and the average and 85th percentile speeds.

RECOMMENDATION

Staff recommends approval of the attached ordinance after the second reading.

ORDINANCE NO. _

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SPEED LIMITS, INCREASING THE SPEED LIMIT ON CERTAIN PORTIONS OF THE FOLLOWING CITY STREETS: BURNHAM DRIVE, CANTERWOOD BOULEVARD, HUNT STREET, OLYMPIC DRIVE, PEACOCK HILL AVENUE, POINT FOSDICK DRIVE, 38TH AVENUE AND 56TH STREET; ADDING A NEW SECTION 10.14.030 TO THE GIG HARBOR MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE.

WHEREAS, RCW 46.61.400 establishes the speed limits on City streets at 25 mph;

and

WHEREAS, RCW 46.61.415 provides a city with the option of altering the 25 mph speed limit, "on the basis of an engineering and traffic investigation that a higher speed is reasonable and safe for the conditions on a particular street segment;" and

WHEREAS, in 1997, the City of Gig Harbor annexed areas known as Westside and Gig Harbor North, and adopted the existing speed limits within the newly annexed areas; and

WHEREAS, in January of 1998, the Gig Harbor Public Works staff conducted a study regarding the speed limits in these areas; and

WHEREAS, the engineering and traffic investigation study performed by the Gig Harbor Public Works staff (summarized in the memo dated June 3, 1998 to the Mayor and City Council from Wes Hill, Public Works Director,) recommends that the speed limits on certain streets and street segments be increased; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. A new Section 10.14.030 is hereby added to the Gig Harbor Municipal

Code, to read as follows:

10.14.030 Speed Limits. Speed limits shall be established on certain streets and street segments in the City as follows:

<u>STREET</u>	<u>SPEED</u>
A. Burnham Drive, from the 9400 block to the northwesterly city limits at the State Route 16 interchange at Swede Hill:	35
B. Canterwood Boulevard, from its intersection with Burnham Drive to the northerly city limits:	35
C. Hunt Street, from Skansie Avenue to 38th Avenue:	30
D. Olympic Drive, from 56th Street to Point Fosdick Drive:	30
E. Peacock Hill Avenue, from 100th Street Court to the northerly city limits:	35
F. Point Fosdick Drive, from Olympic Drive to 44th Street:	30
G. Point Fosdick Drive, from 44th Street to the southerly city limits:	35
H. 38th Avenue, from 56th Street to Hunt Street:	30
I. 38th Avenue, from 56th Street to Briarwood Lane:	30
<u>STREET</u>	<u>SPEED</u>
J. 56th Street, from Olympic Drive to The easterly city limits (westbound):	35

- K. 56th Street, from the easterly city limits to the 3600 block (eastbound): 35
- L. 56th Street, from the 3600 block to Olympic Drive (eastbound): 30

Section 2. The City Traffic Engineer is hereby directed to remove or modify existing speed limit signs on said roadway to conform with the speed limits specified in this ordinance.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, 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 publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 6/18/98

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the _____ day of _____, 199__, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SPEED LIMITS, INCREASING THE SPEED LIMIT ON CERTAIN PORTIONS OF THE FOLLOWING CITY STREETS: BURNHAM DRIVE, CANTERWOOD BOULEVARD, HUNT STREET, OLYMPIC DRIVE, PEACOCK HILL AVENUE, POINT FOSDICK DRIVE, 38TH AVENUE AND 56TH STREET; ADDING A NEW SECTION 10.14.030 TO THE GIG HARBOR MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 199__.

CITY CLERK, MOLLY TOWSLEE



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION
DATE: JUNE 17, 1998

INTRODUCTION/BACKGROUND

The 1998 budget provided for replacement of the undersized and aging asbestos-cement (A/C) water main in Sellers Street. This work will be performed by Public Works Department staff and equipment.

Price quotations for the water main materials (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Respondent</u>	<u>Base Amt.</u>	<u>Sales Tax</u>	<u>Total</u>
H. D. Fowler.	\$ 8,726.94	\$ 715.61	\$ 9,442.55
U.S. Filter/Pacific Waterworks.	\$ 9,043.19	\$ 741.54	\$ 9,784.73
Western Utilities Supply Co.	\$ 9,412.13	\$ 771.79	\$ 10,183.92

The lowest price quotation received was from H. D. Fowler, of Bremerton in the amount of \$9,442.55, including state sales tax.

Work is expected to begin following delivery of the material in late July or early August.

ISSUES/FISCAL IMPACT

Budgeted funds are available for purchase of the materials, and to complete the work using City forces.

RECOMMENDATION

Staff recommends that Council authorize purchase of the water main materials for the Sellers Street water main replacement project from H. D. Fowler, as the lowest responsible respondent, for their price quotation proposal amount of nine-thousand four-hundred forty-two dollars and fifty-five cents (\$ 9,442.55), including state sales tax.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: EAST-WEST ROADWAY CONSTRUCTION PROJECT
CONSULTANT SERVICES CONTRACT - AMENDMENT NO. 1
DATE: JUNE 18, 1998

INTRODUCTION/BACKGROUND

On April 14, 1997 the Council approved a Consultant Services Contract with Parametrix, Inc., for design; preparation of plans, specifications, estimates, environmental documents, and permit applications; construction support services; and related work for the East-West Roadway Construction Project. The approved contract was in the not-to-exceed amount of \$224,306. At the request of Parametrix and their insurance carrier, Section VII, Indemnification, of the Consultant Services Contract was revised to meet the City's requirements, and satisfy the concerns of Parametrix and their insurer. The revised agreement was approved by Council on May 12, 1997 and executed on May 13, 1997.

The Consultant Services Contract was based on a fast track schedule. Additional time was required to resolve concerns of the Washington State Department of Transportation and property owners along the project alignment.

Following conceptual approval by WSDOT of a roundabout for the connection of the East-West Road to the SR-16 interchange at Swede Hill, Parametrix submitted proposed scopes of work for completing the remaining portion of the work. Staff and Parametrix were unable to resolve differing opinions regarding the amount of effort needed and risk involved in completing the project. Moreover, the requested amounts exceeded funds available for design, and environmental documentation and permitting. Following the hiring in March of the new Project Engineer, it was determined that the Department staff could perform the design work and minimize the Consultant's perceived risk. Accordingly, it was agreed that Parametrix would develop a proposed scope of work to complete and perform supplemental wetlands delineation, survey, environmental documentation and permitting, and wetland mitigation plan development necessary in support of the revised project.

Parametrix, Inc., has staff qualified to perform the necessary work to support the City's design efforts. They also have familiarity with the project and performed preliminary work which should minimize the amount of additional time necessary to complete the delineation, prepare wetland mitigation plans as necessary, survey, complete the environmental documentation, and prepare the necessary permit applications.

FISCAL CONSIDERATIONS

Budgeted funds are available for Amendment No. 1 to the Consultant Service Contract between the City and Parametrix, Inc., for the East-West Roadway Construction Project. The total

MAYOR WILBERT AND CITY COUNCIL

June 18, 1998

Page 2

amount expended to date for consultant services on this project is \$120,080.18. The Amendment will increase the total authorized payment amount to \$247,284.18. This represents less than ten percent of the estimated project construction cost for Phase 1, and includes environmental and other services in addition to standard design services for both Phases 1 and 2. The total authorized payment amount does not include any amounts under separate agreement.

RECOMMENDATION

I recommend that the Council move and approve execution of Amendment No. 1 to the Consultant Services Contract Between the City of Gig Harbor and Parametrix, Inc., for (the) East-West Roadway Construction Project in the not-to-exceed amount of one-hundred twenty-seven thousand two-hundred four dollars and no cents (\$127,204.00).

c: Pat Boughman, P.E., Pierce County Public Works and Utilities

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND PARAMETRIX, INC.
FOR EAST-WEST ROADWAY CONSTRUCTION PROJECT**

AMENDMENT NO. 1

THIS AMENDMENT is made to the East-West Roadway Construction Project Consultant Services Contract, executed May 13, 1997 (hereinafter the "AGREEMENT"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., organized under the laws of the State of Washington, located and doing business at 5808 Lake Washington Boulevard Northeast, Kirkland, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the scope of the East-West Road project has changed from that originally anticipated by the City and the Consultant for a number of reasons, including but not limited to:

A. Additional time and effort were required to obtain approval from the Washington State Department of Transportation for the connection to the Swede Hill interchange at State Route (SR) 16, including the location and configuration of the new connections of Burnham Drive and Canterwood Boulevard to the East-West Road, and such preliminary approval was not obtained until February 19, 1998.

B. Additional time and effort were required to obtain concurrence of the primary property owners providing right-of-way for the project, including one property owner not identified in the original scope of services, and such approval was not obtained until September 30, 1997.

C. The configuration of the project west of Station 24+00 has changed from a two-lane and five-lane section for the initial and final construction phases to a "roundabout."

D. The location of stormwater detention facilities could not be located within or immediately proximate to the improved section of the East-West Road.

WHEREAS, additional Consultant services for survey, wetlands delineation and other environmental permitting and documentation, including the possibility of wetland mitigation, are necessary to complete the Phase 1 and final design of the East-West Road as presently configured; and

WHEREAS, the City will complete Phase 1 and final design of the East-West Road, exclusive of any wetland mitigation as determined necessary by jurisdictional agencies; 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 Section I, Scope of Work. Section I of the Agreement is amended as follows: the Scope of Work attached to the Agreement is deleted, and replaced with the Scope of Work attached hereto as Exhibit A, which Exhibit is incorporated herein as if fully set forth.

Section 2. Amendment to Section II, Payment.

A. Section II(A) of the Agreement is amended to delete the amount of "two-hundred twenty-four thousand three hundred six dollars and no cents (\$224,306), and to state that the City will compensate the Consultant for its performance of the work described in Exhibit A to this Amendment in the amount of: One-hundred Twenty-seven thousand Two-hundred Four Dollars and No Cents (\$127,204.00).

B. The following language shall be added after the last sentence in Section II(A) of the Agreement:

Section 1e of Exhibit B, "Compensation," is revised to provide a mileage reimbursement rate of \$0.31 per mile.

Exhibit B, Attachment 1, "Hour and Cost Proposal," from the Scope of Work under the Agreement is deleted and replaced with Exhibit B, Attachment 1A, "Hour and Fee Proposal." Exhibit B, Attachment 2, "Wage Rates" from the Scope of Work under the Agreement is deleted and replaced with Exhibit B, Attachment 2A, "Wage Rates." Said Exhibits 1A and 2A are attached hereto and incorporated herein as if fully set forth.

C. The following language shall be added to Section II(B) of the Agreement:

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 Amendment. Each invoice submitted by the Consultant shall include a description of the work performed under this Amendment for the previous month. Such description shall be in sufficient detail for the City to confirm the basis for payment under this Amendment. The City shall pay the full amount of an invoice within forty-five days of receipt, unless the City objects to all or any portion of any invoice. In which case, the City shall notify the Consultant of the same in writing within fifteen (15) days from the date the City receives the invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

If the Consultant submits an invoice to the City for work performed over sixty (60) days prior to the date of the City's receipt of the

invoice, and such work was not included in an invoice submitted to the City within the previous two months, the City shall have no obligation to pay such invoice. The City may consider whether to pay an invoice for work performed and not included in a previous invoice to the City, as long as the Consultant has satisfied all of the requirements of this section for invoice detail, and has provided sufficient written explanation for the failure to include such amount(s) in a previous invoice. The Consultant specifically acknowledges and agrees that the City's decision not to pay any invoice submitted to the City for work performed over sixty (60) days prior to the date of the City's receipt of the invoice shall be final, and shall not constitute a breach of this Amendment or the Agreement.

- D. The following language shall be added to Section II:

A copy of the Consultant's work products completed to date, and not previously submitted to the City, shall be submitted with each invoice on computer diskette or compact disk (CD), in Microsoft Word 6.0 or later format, or AutoCADD Release 14 format using SoftDesk, as applicable. This requirement shall apply to the primary work products associated with the subtasks described in Exhibit A attached hereto. The effort to copy the respective portion shall only involve copying to computer diskette or CD the data, or draft, preliminary, and/or final product prepared or recorded in electronic format in conjunction with performance of the work under the subtask, and represented by the invoiced amount(s) for the respective subtask.

It is agreed that the anticipated effort to provide copies of in-progress work products will be less than one hour total for each invoice.

It is further agreed that the sole purpose of providing these copies of in-progress work products is for the City to review and verify progress. It is understood that these in-progress work products will not be complete, and the City will not use them for any other purpose.

The City shall defend, indemnify and hold harmless the Consultant from all claims, damages losses and expenses including attorney's fees arising out of or resulting from the City's use of these in-progress products for any other purpose whatsoever.

- E. This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. Amendment to Section IV, Duration of Work. Section IV of the Agreement is hereby deleted and replaced with the following language:

East-West Roadway Construction Project
Consultant Services Contract - Amendment No. 1

The City and Consultant agree that work will begin on the tasks described in Exhibit A, attached to this Amendment, immediately upon execution of this Agreement. The parties agree that the work described for Tasks 2.0 and 3.0 in the attached Exhibit A to this Amendment shall be completed within 180-calendar days of the execution of this Agreement, or December 31, 1998, or within the schedule set forth in Subtask 3.11 of Exhibit A attached hereto, whichever is later. The parties agree that the work relating to the other tasks shall be complete on or before December 31, 1999.

Section 4. Invalidation for Failure to Perform under the Release. Part of the consideration for the parties' execution of this Amendment was the execution of a document entitled "Release and Covenant Not to Sue." In the event that the City sends written notice to the Consultant under Section 2 of the Release informing the Consultant that the Release is Invalid, then this Amendment shall be invalid and the City shall have no obligation to perform under any provision of the Amendment or the Agreement.

Section 5 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 amendment to the Agreement on this _____ day of _____, 19____.

THE CITY OF GIG HARBOR

By: 

Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Parametrix Inc.
5808 Lake Washington Blvd. N.E.
Kirkland, Washington 98033

Mr. Wes Hill, P.E.
Director of Public Works
The City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

East-West Roadway Construction Project
Consultant Services Contract - Amendment No. 1

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

AMEND1d_.doc

EAST-WEST ROADWAY CONSTRUCTION PROJECT
CONSULTANT SERVICES CONTRACT – AMENDMENT NO. 1
EXHIBIT A – SCOPE OF WORK
June 10, 1998

GENERAL

This Scope of Services for Amendment No. 1 to the Consultant Services Contract for the East-West Road provides for project coordination for, and the timely completion and delivery of quality and technically correct work products by Parametrix, Inc., (Consultant) for wetlands delineation, environmental evaluation and documentation, permitting, surveying, design and preparation of plans, specifications, and estimates for wetland mitigation as required, and optional technical and professional support services to assist the City of Gig Harbor (City) in completing the design, and constructing the East-West Road as set forth below, and in Exhibit B to Amendment No. 1, "Hour Estimate." This Scope of Services under Amendment No. 1 to the Consultant Service Contract replaces the original Scope of Work.

City Responsibilities

Under this Scope of Services, the City has the following general responsibilities:

- a. The City will serve as the Project Manager for the overall project, and will provide overall direction, guidance, and coordination for all contributing team members. As such, the City is responsible for completion of the project design using documents, and professional and technical support services provided by the Consultant in accordance with this Scope of Services. The City will also serve as the "Engineer of Record" for this project except for wetlands related work.
- b. The City will complete the design for Phases 1 and 2, and prepare the plans, specifications, and estimates for the Phase 1 improvements, including street section, storm drainage facilities, and related improvements for the project utilizing information prepared and furnished by the Consultant under the original Scope of Work, and supplemental information prepared and furnished by the Consultant as specifically identified in this Scope of Services, or as requested under Task 4.0 - Support Services (Optional On-Call), hereunder.
- c. The City shall be the sole contact for developers, property owners, and other interested parties relative to this project, except for jurisdictional agencies as identified herein, and as specifically authorized in writing by the City.

Consultant Responsibilities

Under this Scope of Services, the Consultant has the following general responsibilities:

- a. The Consultant shall support the City as a member of the City's design team in project development and implementation, and shall perform the work and provide the professional work products as specifically identified in this Scope of Services, or as requested under Task 4.0 - Support Services (Optional On-Call), hereunder.
- b. The Consultant shall refer any contacts regarding this project from developers, property owners, and other interested parties not specifically identified herein, to the City, and no time shall be billed to the City by the Consultant for such contacts.

Background

The following briefly summarizes the current project and general understandings for this Scope of Services:

- a. This Scope of Services sets forth the respective responsibilities of the City and Consultant for the design, and preparation of plans, specifications, and cost estimates for construction of a two-lane roadway (Phase 1) from the Swede-Hill Interchange at State Route-16 to Peacock Hill Avenue, south of 112th Street, including a roundabout with provisions for bicyclists and pedestrians on the western end of the project (hereinafter "roundabout"). Project features include a cement concrete curb, gutter, and sidewalk with landscape strip on one side, widened shoulder on the other side, storm drainage facilities including detention and water quality facilities, provisions for future utilities and lighting, and related improvements. The project also involves design of a future five-lane facility (Phase 2) incorporating the constructed two-lane facility, and providing landscaped median, left-turn pockets, cement concrete curbs, gutters, and sidewalks with landscape strips, storm drainage facilities including detention and water quality facilities, utilities, lighting, and related improvements. If determined necessary, the project also includes design (for either Phase 1, or both Phase 1 and Phase 2), and construction of retaining walls, wetland mitigation, and noise attenuation. The project's features will conform to City, Pierce County Public Works, and Washington State Department of Transportation standards as appropriate.
- b. A preliminary SEPA EIS addendum has been submitted by the Consultant to the City Planning Department for initial review for content and format.
- c. The Consultant has completed wetland delineation for a portion of the current project, and prepared a draft Delineation Report that has not been submitted for City or agency review. Wetland impacts in excess of one-third of an acre, but less than one-acre, have been identified within the project's limits for the Phase 1 and Phase 2 project configurations, exclusive of the roundabout and its approaches. Wetland impacts have not been identified for the portions of the project involving stormwater detention facilities outside the limits of the 100-ft. right-of-way for the East-West Road east of Station 24+00 (Final Alignment 'F').
- d. The Consultant has performed approximately 30-percent of project design under the original Scope of Work, including preparation of documents and files (work products). The details associated with those work products are consistent with the level of completion and accuracy for similar projects at a comparable stage of completion, and require verification and refinement by the City for use in the final design.

Task 1.0 - Project Coordination

The Consultant shall provide management of the Consultant staff, and coordinate the Consultant's work efforts with those of the City, to complete tasks and provide finished work products in accordance with this Scope of Services, on time and within the contract budget amount.

1.1 Client Meetings

The Consultant shall prepare for, participate in, and provide follow-up for meetings with City staff. A total of 12-meetings are assumed. Unless specifically requested by the City, only one Consultant representative will attend each meeting.

1.2 Project Coordination

The Consultant shall coordinate consultant staff efforts with those of the City for delivery of work products, including work plans and schedules.

1.3 Project Administration

The Consultant will review and prepare monthly billing summaries.

1.4 Quality Assurance and Quality Control (QA/QC)

The Consultant shall provide quality assurance and quality control to ensure delivery of quality and technically sound work products for work performed by the Consultant.

Task 2.0 - Survey

City Responsibilities

Under this Task, the City has the following responsibilities:

Except as provided below, the City will provide property information from the Pierce County Assessor's maps, title information, and rights-of-entry as determined necessary for survey work by the Consultant.

Consultant Responsibilities

Under this Task, the Consultant has the following responsibilities:

The Consultant shall perform supplemental survey work necessary to provide planimetric and topographic information for design of the roundabout including approaches, and to stake the design centerline for the City's review.

2.1 Parcel and Right-of-Way Research

The Consultant shall review parcel and right-of-way information provided by the City as necessary to incorporate into the existing topographic base map ownership lines and public rights-of-way within the area as shown on Exhibit A-1, Scope of Services, attached hereto.

2.2 Survey for Base Map

The Consultant shall perform field survey work as necessary to extend the existing topographic mapping for the roundabout roadway design as set forth in Subtask 2.1, and for 200-linear feet to the limits of the existing rights-of-way along each approach leg to the intersection of the East-West Road with Peacock Hill Avenue, including 112th

Street. The Consultant shall advise the City sufficiently in advance of the work of any right-of-entry requirements.

2.3 Base Map Preparation

The Consultant shall reduce the data and prepare base maps utilizing information from Subtasks 2.1 and 2.2. Information shall be prepared in AutoCADD Release 14 format using SoftDesk, and submitted on CD for use by the City. A hard copy listing of the survey points generated by the Consultant shall be submitted with the electronic file information for the City's records. This does not include survey information developed from aerial mapping provided by others.

2.4 Supplemental Mapping

The Consultant shall perform supplemental survey work for mapping along the East-West Road centerline from approximately Station 24+00 to Peacock Hill Avenue. The survey shall include topographic information at approximately 100-ft. intervals from Sta. 38+00 to Peacock Hill Blvd., extending approximately 75-ft. on each side of the centerline for Final Alignment 'F.' The survey shall also include significant topographic features between the 100-ft. intervals. The Consultant shall stake the Final Alignment 'F' centerline at the same nominal 100-ft intervals from Sta. 24+00 to Peacock Hill Ave. The Consultant shall reduce the data and submit the information in AutoCADD Release 14 format on CD for use by the City. The Consultant shall submit with the electronic file information a hard copy listing of the survey points generated by the Consultant for the City's records.

2.5 Brush and Stake Centerline

Following completion of the design for the roundabout, and if directed in writing by the City, the Consultant shall brush for the stake locations and stake the centerline alignment for the roundabout and its approaches (Northbound On- and Off-ramps of SR16, Canterwood Blvd., and Burnham Drive). Stakes and markings shall be at 50-ft. stations/intervals for the roundabout, and at 100-ft stations/intervals for the portion of the project from the eastern end of the SR16 overcrossing structure to Sta. 24+00 including the approaches to the roundabout. Staking will not be required under this subtask for the wetland mitigation sites, and stormwater detention facilities outside of the rights-of-way for the project.

2.6 Record of Survey, Monumentation

The Consultant shall prepare and record the survey for the East-West Road right-of-way, and monument the centerline at the west end of the project. The Consultant shall also submit a mylar copy and electronic file of the record of survey in AutoCADD Release 14, or accessible format agreed to with the City, for the City's records.

Task 3.0 – Environmental Evaluation and Documentation

Assumptions

The following are assumed for this Task:

- a. No new critical habitat areas or evaluation will be required, except in the area affected by the roundabout and its approaches.
- b. The footprint for the new improvements will not extend past the footprint of the current improvements on the south side of the roundabout (northbound off-ramp, Burnham Drive), or into McCormick Creek and its associated wetlands and buffers.
- c. A wetland mitigation plan requiring Corps of Engineers and Washington State Department of Ecology review and approval, at a minimum, will be necessary for both the Phase 1 and Phase 2 configurations. It is further assumed that a Nationwide Permit from the Corps of Engineers, and Section 401 Certification from the Department of Ecology will be required for the final project configuration for Phase 1 construction.
- d. State Department of Fish and Wildlife Hydraulic Project Approval (HPA), Department of Ecology Temporary Modifications of Water Quality Standards, and State Department of Natural Resources (DNR) Forest Practices permits will be required for Phase 1 project construction.
- e. A Shoreline Substantial Development permit will not be required.
- f. Survey work required to document the supplemental wetlands delineation under this Task will be performed concurrently with the work in Task 2, and will be for the area shown on Exhibit A-1, Scope of Services, attached hereto.

City Responsibilities

Under this Task, the City has the following responsibilities:

Except as provided below, the City will provide property information from the Pierce County Assessor's maps, title information, and rights-of-entry as determined necessary for survey work, wetland delineation, and wetland mitigation plan preparation by the Consultant.

Consultant Responsibilities

Under this Task, the Consultant has the following responsibilities:

- a. The Consultant shall complete the wetland delineation, survey of delineated wetlands, and environmental evaluation and documentation for the project extending from SR-16 to Peacock Hill Avenue.
- b. The Consultant shall prepare conceptual and final wetland mitigation plans for a maximum of two sites, if and as determined necessary by the jurisdictional agencies and requested by the City.
- c. The Consultant shall prepare and submit permit applications for the final five-lane facility, including wetland mitigation and stormwater detention sites.

- d. The Consultant will advocate for the project and coordinate with the respective jurisdictional agencies in support of the permit applications as set forth hereunder in this Scope of Services.
- e. The Consultant shall advise the City sufficiently in advance of the work of any right-of-entry requirements.

3.1 Additional Wetland Delineation

The Consultant shall perform additional field identification and delineation of wetlands, and field map the delineated wetlands as necessary to supplement existing delineation in accordance with City of Gig Harbor, Corps of Engineers, and Department of Ecology requirements for the portion of the project involving the roundabout, including the approaches to the roundabout. The additional fieldwork shall be sufficient to complete the wetland identification and delineation, and provide planimetric and topographic information to complete the design, environmental documentation, permitting, plans, specifications and estimates for the project. No wetlands delineation will be performed adjacent to McCormick Creek, except such wetland(s) and buffers within the footprints (toes of slope) of the existing road improvements in the project area, and as previously delineated and shown on Exhibit A-1

3.2 Wetland Impact Assessment

The Consultant shall prepare a draft Joint Aquatic Resource Permits Application (JARPA), and submit one copy along with the wetlands report to the City, the Corps of Engineers, and Department of Ecology for review of and concurrence in the wetland delineations, impact assessments, and determination of permit requirements. Following City, Corps of Engineers, and Department of Ecology review, and revisions by the Consultant in response to the review comments, the Consultant shall submit five (5) copies of the revised report to the City.

3.3 Identify Potential Wetland Mitigation Sites

Upon confirmation that a mitigation plan is required, and direction in writing from the City to proceed with this subtask, the Consultant shall identify no more than two (2) potential mitigation sites within each of the two subbasins (McCormick Creek and North Creek) for a total of up to four (4) sites. It is assumed that two viable mitigation sites can be identified within the affected drainage basins, and within 1,000-feet of the project, including availability for wetland mitigation by the City. It is also assumed that available mitigation sites can be identified from field observations that will not require ground water monitoring. If soil borings, observation wells, or other ground water monitoring is required, further negotiations between the City and Consultant will be necessary. If the City, or subsequent review by jurisdictional agencies, determines the initial site or sites insufficient due to difficulty in acquisition or obtaining agreement for its use, identification of other potential mitigation sites will be performed under a separate task as agreed by the City and Consultant. The City will select one mitigation site to be developed in each of the basins based on information furnished, and technical counsel provided, by the Consultant in addition to other considerations.

3.4 Base Map Preparation for Wetland Mitigation Sites

The Consultant shall perform additional field identification and delineation of the one wetland mitigation site selected for each basin, and document the identified wetlands/mitigation site by survey and mapping in accordance with City of Gig Harbor and Corps of Engineers requirements. The Consultant shall reduce the data and prepare base maps utilizing the delineation and survey information. Information shall be prepared in AutoCADD Release 14 format using SoftDesk, and submitted on CD for use by the City. A hard copy listing of the survey points generated by the Consultant shall be submitted with the electronic file information for the City's records.

3.5 Conceptual Wetland Mitigation Plan

The Consultant shall prepare a draft mitigation plan for each of the two selected sites for review by agencies of jurisdiction. The draft mitigation plans shall be prepared in sufficient detail and cognizance of agency requirements to minimize the review time and comments from the reviewing agencies. The Consultant shall revise the conceptual mitigation plans one time in response to the review comments from the City and review agencies.

3.6 Final Wetland Mitigation Plan

Prepare a Final Wetland Mitigation Plan, including grading, planting and landscaping for each of the two final selected mitigation sites for submittal to and review by jurisdictional agencies and the City. Two (2) plan sheets are assumed for each mitigation site (four, total).

3.7 Wetland Mitigation Plan – Plans, Specifications and Estimates

The Consultant shall prepare plans, specifications and quantity estimates (PS&E) for incorporation in the construction contract documents to be prepared by the City. The PS&E shall be based on the review comments received from the City and the review agencies for the Final Wetlands Mitigation Plan under subtask 3.6 above. The PS&E shall include, at a minimum, grading, surfacing materials if any, planting and landscaping for each of the two final selected mitigation sites. Two (2) plan sheets are assumed for each mitigation site (four, total).

3.8 Coordination, Communications, and Meetings with Jurisdictional Agencies

The Consultant shall coordinate, communicate, and participate in meetings with regulatory agencies, including the City Planning Department, Corps of Engineers, U.S. Fish and Wildlife Service, Department of Ecology, Department of Fish and Wildlife, and Department of Natural Resources. It is assumed that the Consultant will have a total of 15 meetings with jurisdictional agencies, with each meeting averaging four hours, including preparation.

3.9 SEPA EIS Addendum/Expanded Checklist

a. The Consultant shall complete and submit the draft environmental documentation for the project Phase 1 and 2, either a State Environmental Policy Act (SEPA) Environmental Impact Statement (EIS) Addendum or an expanded SEPA checklist

EAST-WEST ROADWAY CONSTRUCTION PROJECT
CONSULTANT SERVICES CONTRACT - AMENDMENT NO. 1
EXHIBIT A - SCOPE OF WORK
Page 8 of 11

for a mitigated determination of non-significance (DNS). The documentation will be determined based on consultation with the City's Planning Director – SEPA Official.

The SEPA evaluation shall address, at a minimum, all project-specific impacts including, but not limited to wetlands, lighting and:

Traffic. The Consultant shall complete a traffic analysis for the project, and a Level of Service (LOS) analysis at Peacock Hill Avenue. It is assumed that all traffic modeling and LOS analysis for the roundabout, including connections, will be performed by the Washington State Department of Transportation. The Consultant will incorporate a summation and explanation of the traffic data for the project into the EIS addendum or expanded checklist.

Noise. The Consultant shall conduct noise modeling to validate the estimated design year noise levels included in the Environmental Impact Statement. Input to the model will include proposed horizontal and vertical alignments, edge of pavement, access points, and receptor locations provided by the City. The Consultant shall supply design year PM peak hour traffic volumes, percent trucks, and speed data generated by the traffic analysis. The Consultant shall model and evaluate the selected noise barrier mitigation alternative to determine the effectiveness of the proposed mitigation.

Air Quality. The Consultant shall apply current standards for a project-level conformity analysis and determine whether the project meets project level conformity requirements under federal and state law. This analysis and determination will include factual statements that the project is in a conforming plan (the Puget Sound Regional Council's (PSRC) Metropolitan Transportation Plan), and transportation improvement plan (from PSRC).

It is assumed that the project traffic analysis will result in a LOS C operation that will not require additional air quality "hot spot" modeling or analysis.

Land Use. The Consultant's evaluation shall include current and future land-use information within the City limits in the vicinity of the project.

The Consultant shall prepare the draft SEPA addendum or expanded SEPA checklist in sufficient detail to satisfy agency and/or regulatory requirements to minimize critical review comments from reviewing agencies, including the City.

- b. The Consultant shall coordinate with the City and review agencies, and prepare responses to review comments of the City, the public and review agencies to the draft addendum or expanded SEPA checklist. Any conflicting comments by the various agencies will be referred to the City for resolution.

- c. The Consultant shall prepare and submit to the City a final SEPA EIS Addendum or expanded SEPA checklist, as required, incorporating the responses to the review comments.

3.10 Permit Applications

The Consultant shall prepare and submit applications to the potential jurisdictional agencies as set forth hereunder. Applications shall be complete and conform to the requirements of the respective agencies.

- a. COE Nationwide No. 14 or No. 26 Permit, including JARPA. It is assumed that a COE Individual Permit will not be required for this project (Phase 1 and Phase 2).
- b. Washington State Department of Fish and Wildlife Hydraulic Project Approval Permit.
- c. DOE Temporary Water Quality Modification Permit, and 401 Certification.
- d. DOE/EPA NPDES Permit, if applicable, for construction site exceeding 5-acres.
- e. DNR Forest Practices Permit.

3.11 Schedule Assumptions

In order to complete the environmental evaluation and documentation in time for issuance of construction contract bid documents by December 31, 1998, the Consultant will prepare the complete permit applications for City submittal to the respective jurisdictional agencies within the times set forth below:

INFO. SOURCE	DESCRIPTION	WORKING DAYS TO COMPL. PERMIT APPL. *	JARPA	COE 14 / 26 PERMIT	WS F & WHPA PERMIT	DOE TWQMP PERMIT	DOE 401 CERT.	DNR F.P. PERMIT	CRIT. AREAS
City	Cut/fill catch line of entire alignment.	45	X	X	X			X	X
City	Linear feet of alignment that has slopes greater than 15%, both existing conditions and the completed cut/fill slopes.	45							X
City	Total acres of existing wetlands delineated, including, but not limited, to those designated Wetlands A, B, C, and D.	45	X	X			X		
City	Acres of wetlands impacted by project.	45	X	X			X		X
City	Acres of wetland buffers impacted, 50-ft. buffer for wetlands B, C, and D; 25-ft. buffer for wetland A.	45	X	X			X		X

INFO. SOURCE	DESCRIPTION	WORKING DAYS TO COMPL. PERMIT APPL. *	JARPA	COE 14 / 26 PERMIT	WS F & W HPA PERMIT	DOE TWCMP PERMIT	DOE 401 CERT.	DNR F.P. PERMIT	CRIT. AREAS
City	Acres of vegetation to be removed.	30						X	
City	Base maps for permit exhibits following JARPA guidelines.	30	X	X			X		

* After receipt of information from the City.

Task 4.0 – Support Services (Optional On-Call)

The Consultant shall perform supplemental tasks as requested by, and agreed to in writing by the City. Scope and budget will be prepared and agreed to on an individual task assignment basis. If a task order is not awarded to the Consultant, the Consultant will not be compensated for preparation of its scope and budget proposal for that task order.

The following supplemental tasks are contemplated, and may be requested by the City subject to confirmation of the scope and available budget. An allowance of \$25,000 has been incorporated into the budget for the following "on-call" services:

4.1 **Parcel and Right-of-Way Research**

The Consultant shall review and obtain parcel and right-of-way information as necessary to confirm property line and right-of-way locations. This effort may be required in conjunction with offsite stormwater detention and water quality facilities, additional wetland mitigation sites, and other supplemental information in support of the project's design.

4.2 **Survey for Base Maps**

The Consultant shall perform field survey to collect planimetric and topographic information for roadway design and wetland delineation as set forth in Subtask 4.1.

4.3 **Base Map Preparation**

The Consultant shall reduce the data and prepare base maps utilizing information from Subtasks 4.1 and 4.2. Information shall be prepared in AutoCADD Release 14 format using SoftDesk, and submitted on CD for use by the City. A hard copy listing of the survey points generated by the Consultant shall be submitted with the electronic file information for the City's records.

4.4 **Brushing and Staking**

Following completion of the design, and if directed by the City, the Consultant shall brush and stake the centerline alignment, slopes (cut and fill), or limits of improvement as directed by and agreed to with the City. Stakes and markings shall be at appropriate

locations and intervals as agreed between the City and Consultant prior to performance of the work under this subtask.

4.5 Ad and Award Support Services

The Consultant shall assist the City during the bidding process with technical or professional interpretation, guidance, research, or revisions to the contract documents as requested by the City.

4.6 Construction Support Services

The Consultant shall provide technical and professional interpretation, guidance, research, and assistance with field inspection and/or change orders as requested by the City.

4.7 Traffic Engineering Data Evaluation

The Consultant shall provide technical and professional evaluation of traffic volumes, capacities, and impacts to supplement traffic engineering efforts under other subtasks, including evaluation of review comments and preparation of supporting analysis for responses, trip generation forecasts, and related traffic engineering services as requested by and agreed to with the City.

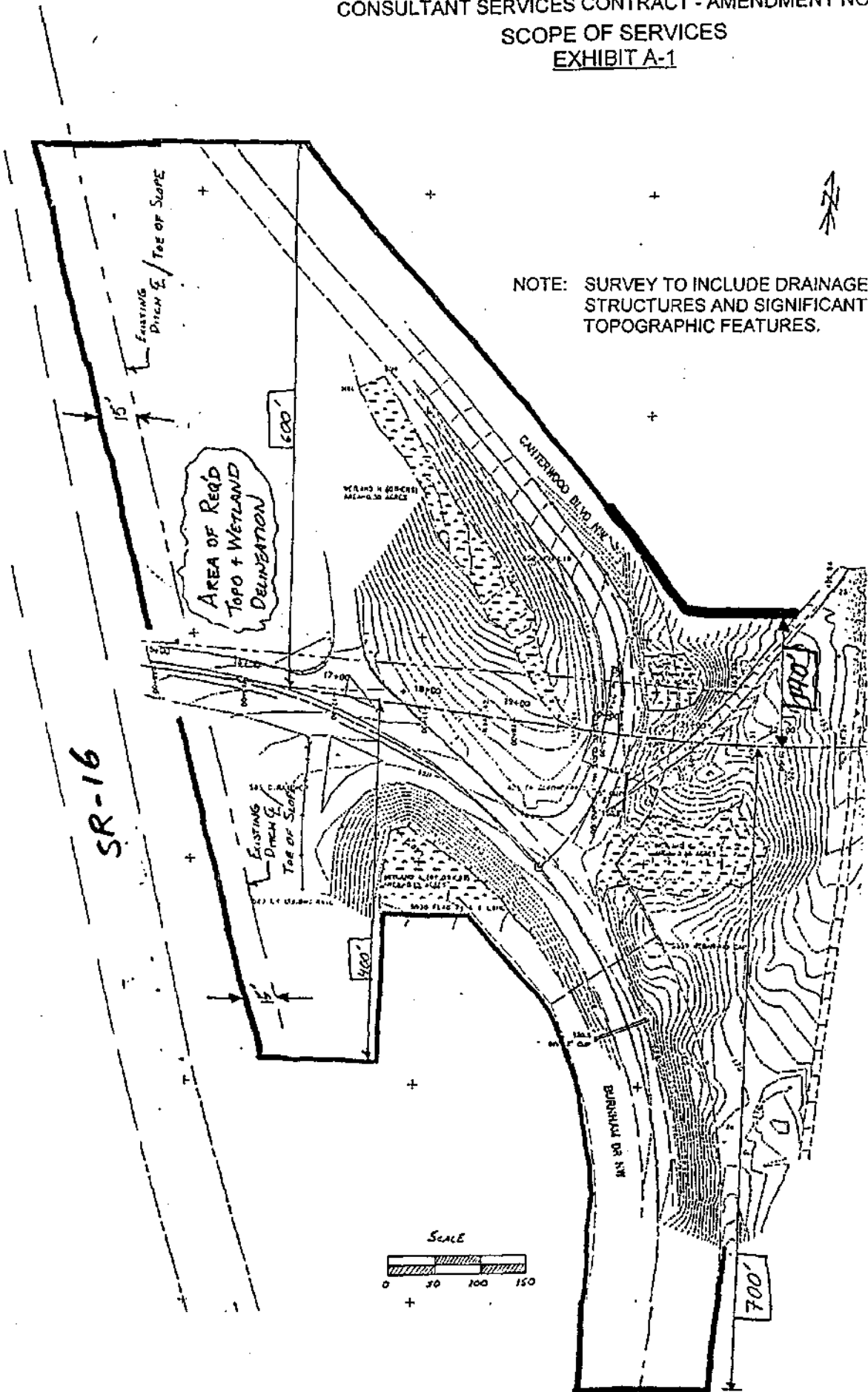
4.8 Additional Wetland Delineation and Mitigation Plan Development

The Consultant shall provide technical and professional evaluation services for delineation and mitigation of additional wetlands requested by the City which are outside the Scope of Services provided for under Task 3.0 hereinabove.

EAST-WEST ROADWAY CONSTRUCTION PROJECT
CONSULTANT SERVICES CONTRACT - AMENDMENT NO. 1

SCOPE OF SERVICES

EXHIBIT A-1



NOTE: SURVEY TO INCLUDE DRAINAGE
STRUCTURES AND SIGNIFICANT
TOPOGRAPHIC FEATURES.

**EASTWEST ROADWAY CONSTRUCTION PROJECT
EXHIBIT B - CONTRACT AMENDMENT 1
BILLING RATES AND SERVICES**

JUN 19, 1998 6:49PM PPRMETRIX INC

**EXHIBIT B - ATTACHMENT 1A
HOUR AND FEE PROPOSAL**

NO. 585 P. 2/4

Task No.	Task	Project Coord.	Project Eng.	Traffic Eng.	Design Eng.	CADD	Survey Supt.	Survey Supp.	Survey Crew (2)	Sr. Env. Plan.	Env Planner	Sr. Wetland Bio	Wetland Bio.	Landscape Arch.	Graphics	Technical Ed.	Admn. Support	Subtotal Hours	Amount	
	Rate	\$ 41	\$ 34	\$ 36	\$ 25	\$ 20	\$ 29	\$ 25	\$ 40	\$ 35	\$ 28	\$ 36	\$ 21	\$ 22	\$ 19	\$ 21	\$ 17			
1	Project Coordination																			
1.1	Client Meetings	36															8	44	1,612	
1.2	Project Coordination	34															8	42	1,530	
1.3	Project Administration	8																8	328	
1.4	QA/QC	16																16	656	
																		8	0	
	Direct Labor Subtotal	94	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	110	4,128	
	Expenses																			300
2	Survey																			
2.1	Parcel and Right-of-way Research						4	1										5	141	
2.2	Survey for Base Map						4		51									55	2,156	
2.3	Base Map Preparation						4	32										36	916	
2.4	Supplemental Mapping - 24+00 to Poodc Hill						2	24	70									98	3,458	
2.5	Brush & Stake Centerline - Bridge to Sta 24+00					2	2	4	10									18	598	
2.6	Record of Survey					8	12	2										22	656	
	Direct Labor Subtotal	0	0	0	0	10	28	63	131	0	0	0	0	0	0	0	0	232	7,827	
	Expenses																			820
3	Environmental Evaluation and Docum.																			
3.1	Additional Wetland Delineation						2	2	4				12					20	520	
3.2	Wetland Impact Assessment									4	8	2	18		4	2	4	40	958	
3.3	Identify Potential Wetland Mitigation Sites									2	4	4	16					26	662	
3.4	Base map Prep. for Wetland Mitigation Sites					8	16	16	32				4					76	2,388	
3.5	Conceptual Wetland Mitigation Plan				16	32				2	4	8	40	24	8	2	4	140	3,140	
3.6	Final Wetland Mitigation Plan				20	40				2	4	8	40	40	8	2	4	168	3,752	
3.7	Wetland Mitigation Plan - PS&E				8	20					4		8				4	44	956	
3.8	Coord, Comm, and Mtgs w/ Jrsdct. Agencies					6				12	40	8	40				4	110	2,856	
3.9	SEPA EIS Addendum/Expanded Checklist			24	24					24	48					2	8	190	3,826	
3.10	Permit Applications				4	16				16	32				4		4	76	2,020	
3.11	Schedule Assumptions - no hours																	0	0	
	Direct Labor Subtotal	0	0	24	72	122	18	18	38	62	144	30	168	72	24	8	32	830	21,078	
	Expenses																			1,000

EASTWAY ROADWAY CONSTRUCTION PROJECT
Exhibit B-Contract Amendment 1
Billing Rates

Employee	Hourly Rate	Classification	Employee	Hourly Rate	Classification
Amend, Beckie	18.66	Sr. Graphic Artist	Magee, Michael	23.50	Engineer IV
Anderson, Bruce A.	17.00	CADD Operator II	Maynard, Gary	27.41	Planner IV
Anderson, Michael S.	16.98	Surveyor II	McAvoy, Pat	23.49	Engineer II
Bailey, Brian	19.93	Engr Tech III	McReynolds, Dan	35.84	Transport Div Mgr
Balok, Donna	18.17	Sr. Office Administrator	Ness, Melinda	16.62	Sr. Graphic Artist
Batley, Tom	26.34	Survey Supervisor	Newell, Steve	18.28	CADD Operator II
Beck, Joe	19.67	CADD Supervisor	Paula J. Morgan	13.11	CADD Operator I
Boston, Kevin	13.79	CADD Operator I	Peacock, Jeff	45.34	Trans Discipline Mgr
Brones, Norm	25.42	Sr Surveyor	Perlic, John	38.54	Transport Div Mgr
Burton, Jim	17.79	Sr Graphic Artist	Petersen, Andrea	13.46	Sr Admin Assistant
Casement, Douglas	20.46	Surveyor II	Phillips, Brad	25.98	Engineer IV
Casseday, Katherine	35.82	Sr Planner	Reynolds, Jodi	17.62	Word Processing Mgr
Caswell, Lois	18.17	Sr Graphic Artist	Ricard, Shad	13.38	CADD Operator I
Chaplin, Bernie	34.90	Sr Planner	Rich, Kristin	15.26	Sr Word Proc (7)
Crummey, Doug	22.54	Engineer III	Ricks, Ronald B.	21.31	CADD Operator III
deLaat, Ann Costanza	28.25	Planner IV	Rowland, Clark	28.66	Surveying Supervisor
Fahn, Sandra	21.75	Engineer III	Sandberg, Brian K.	15.68	Surveyor II
Fendt, Paul	35.25	Stormwater Div Mgr	Slade, Mike	20.49	Const Inspector II
Fingzies, Barbara	16.64	Sr Tech Aide (8)	Smeall, Janis	20.58	Mkg Coordinator II
Fisher, Dan	18.18	Sr Tech Aide	Smith, Catherine	21.68	Technical Editor
Franco, George	19.83	CADD Operator III	Smith, Darrell	24.11	Engineer IV
Gebert, David	43.27	Office Manager	Spees, Scott	17.64	Surveyor II
Graycor, Christine	18.27	Engineer I (10)	Stallman, Kelly	23.12	CADD Manager
Henley, David	21.96	Surveyor III	Suprenant, Beth	27.37	Support Services Mgr
Hinds, Kimberly	20.87	CADD Operator III	Thurston, Carol Ann	15.61	Sr Tech Aide
Hornick, Joan	14.42	Project Coordinator	Togher, Patrick J.	15.56	CADD Operator II
Jennings, David	26.19	Engineer IV	Tucker, Samuel C.	17.89	CADD Operator II
Kelley, Jim	36.26	Sr Scientist/Biologist	Wright, Terry	27.40	Engineer IV
Kluck, Renee	9.20	Admin Assistant			
Knight, Rex	37.42	Sr Project Mgr			
LaViolette, Pat	33.84	Sr Engineer			
Lee, Laura	15.88	Sr Tech Aide			
Louther, Mark	20.00	Scientist/Biologist II			
MacDonald, Gordon	31.10	Sr Engineer			

EXHIBIT B
ATTACHMENT 2A - WAGE RATES



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM, 1999-2004
DATE: JUNE 17, 1998

INTRODUCTION/BACKGROUND

Local agencies are required to prepare six-year transportation improvement programs (TIP) under RCW 35.77.010, and to receive state and federal-aid funding assistance. The proposed plan for 1999-2000 is consistent with the City of Gig Harbor Transportation Plan (December 1994). More definitive project information will be developed and available following completion of the Comprehensive Transportation Plan update later this year.

The proposed 6-Year TIP for 1999-2000 is financially conservative and feasible. Some of the larger projects from prior years, such as the Hunt Street overcrossing, have been eliminated from years four through six, or reduced in scope. These projects can be restored in subsequent TIP's. Federal-aid, Transportation Improvement Board (TIB), and other funds remain vital supplements to City resources to accomplish the objectives in this year's TIP.

Design of the East-West Road is underway. Agreement on the alignment has been reached with the three property owners along the route, and the Washington State Department of Transportation (WSDOT), Pierce County, and the property owners have agreed to the use of a roundabout to resolve WSDOT concerns for the proximity of the Burnham Drive/Canterwood Drive-East West Road intersection to the northbound SR-16 access ramps at the Swede Hill interchange. Additional Washington State Department of Transportation approval is needed for the interchange connection with the roundabout, and for the final roundabout configuration. However, the roundabout provides both a near- and long-term solution for traffic at this location. Additional effort is required to complete wetland delineation and impact assessment, preparation of wetland mitigation plan(s) as determined necessary, and preparation and submittal of SEPA documents and environmental permit applications. WSDOT approval, and completion of the environmental documentation is anticipated by the end of 1998. The estimated project construction cost has been increased to \$2.5-million to reflect more current construction cost information, the cost of the roundabout, and an estimated amount for stormwater detention facilities and wetland mitigation. A more certain cost estimate will be available at design completion. Funds for the additional estimated construction cost are not available at this time. Accordingly, construction will be contingent on developer and/or property owner contributions to supplement available Pierce County and City funds.

The Kimball Drive Park and Ride Expansion and Related Traffic Facility Improvement Project is currently in the preliminary design phase. Anticipated traffic improvements include installation of a "priority" signal at the Kimball Drive-Pioneer Way intersection for emergency and transit vehicles, signal interconnect and related improvements to the signals at the Grandview Street and

MAYOR WILBERT AND GIG HARBOR CITY COUNCIL

June 17, 1998

Page 2

Stinson Avenue intersections with Pioneer Way, installation of a new water main to replace an existing undersized asbestos cement water main in a portion of Pioneer Way, and repaving and channelization improvements in the segment of Pioneer Way between Grandview Street and Stinson Avenue, and the approach leg of Kimball Drive. Discussions are currently underway with WSDOT regarding their requirements for the signal improvements. Pierce Transit is the lead agency for design. Design completion is anticipated in the first three months of 1999 followed by construction extending through Fall, 1999. The City will be the lead agency for construction contract administration and inspection.

The Transportation Improvement Board (TIB) has approved funds under the Urban Arterial Trust Account (UATA) for design and construction of the Point Fosdick Drive Improvement project (Phase 1) in 1999. The project will extend the five-lane section constructed by WSDOT in 1996 and 1997 south to approximately 44th Street. The contemplated improvements include left-turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strip (if sufficient right-of-way), and sidewalks on both sides.

A budget item for off-street parking improvements in the downtown business district has been carried forward from the 1998 6-Year TIP (1998-2003). Project design and construction will be contingent on locating and securing a viable site.

Miscellaneous projects on the 1999 program will respond to pavement, sidewalk, and storm drainage needs on a prioritized basis depending on location, severity, traffic volumes, safety, and funding.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

Staff recommends that the Council adopt the resolution approving the attached Six-Year Transportation Improvement Program (1999-2004).

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

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

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

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

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on June 22, 1998, and

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

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (1999-2004, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

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

RESOLVED this ____ day of _____, 1998

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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



City of Gig Harbor. The "Maritime City."

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

SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN NARRATIVE

1999-2004

1) EAST-WEST (Borgen) ROAD CONSTRUCTION, PHASE 1: Swede Hill Interchange to Peacock Hill Avenue

This is a public-private sector project involving the City, Pierce County, and the property owners-developers along the project alignment. The property owners-developers agreed to provide the right-of-way for a full-five lane urban section subject to construction of a two-lane roadway (Phase 1), and Pierce County agreed to pay a prorated share, not to exceed \$1-million, of the City's costs for design and construction of a two lane roadway, and design of a full five-lane improvement. Based on agreement with the principal stakeholders, including the Washington State Department of Transportation, the Phase 1 project will construct a roundabout intersection connecting the East-West Road, Canterwood Boulevard, Burnham Drive, the northbound ramps to and from State Route (SR) 16, and the Swede Hill overcrossing of SR-16. The remainder of the Phase 1 project will provide two travel lanes, channelization, storm drainage facilities, and curb, gutter, planter strip, and sidewalk on the south side extending east from the roundabout to Peacock Hill Avenue. The improvements will relieve existing traffic congestion on City streets serving the area north and east of the City, and provide access for development in the annexation area. Additional improvements include stormwater detention and water quality facilities, wetland mitigation, and provisions for future lighting and underground utilities. Anticipated features for the fully developed street section include a landscaped median with left-turn pockets, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter, and sidewalk on each side. Project design, and environmental documentation and permit applications were initiated in 1997 and 1998, and are expected to be complete in early 1999.

2) KIMBALL DRIVE PARK & RIDE EXPANSION AND RELATED TRAFFIC FACILITY IMPROVEMENTS:

This project will approximately double the capacity, replace deteriorated pavement, and construct a pedestrian-transit center, landscape buffer, lighting, storm drainage facilities, and related improvements for the Pierce Transit Park and Ride facility on Kimball Drive. The project also provides for a new traffic signal at the Pioneer Way-Kimball Drive intersection; channelization on Pioneer Way and the northern terminus of Kimball Drive; enhancement of the signal at Pioneer Way-Stinson Avenue intersection and replacement of the signal at the Pioneer Way-Grandview Street intersection; signal interconnect for signal coordination; signal controller and controller modifications for separate priority signal control for emergency and transit vehicles; asbestos-cement water main replacement in Pioneer Way; and reconstruction of the pavement section for Pioneer Way and the Kimball Drive approach to the Pioneer Way intersection. Federal Aid, Pierce Transit, Fire District 5, and private funds are involved in this project. Pierce Transit will be the lead agency for

design due to the source of design funding for their portion of the work, and the City will be the lead agency for construction contract inspection and administration. Project design began in May 1998, and will be approximately 90% complete prior to 1999.

3) POINT FOSDICK DRIVE IMPROVEMENTS, PHASE 1: 1,000-feet south of Olympic Drive to 44th Street (Private), Phase I

This project will complete the five-lane widening along the commercial frontages on Point Fosdick Drive south of the improvements completed in 1997, and eliminate deteriorated portland cement concrete pavement, and narrow shoulders. The contemplated improvements include four through lanes, left-turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, storm sewer improvements, and provisions for lighting and a signal at 44th Street. Urban Arterial Trust Account (UATA) funding participation in the amount of \$482,000 of eligible project costs has been approved by the Transportation Improvement Board (TIB).

4) 38th AVENUE IMPROVEMENTS, PHASE 1: 45TH Street to City Limits

This project will design a full 2 and 3-lane structural pavement section, including median and/or left turn pockets, through lanes, bicycle lanes, provisions for future lighting, and curb, gutter, landscaped planter strip and sidewalk on both sides. Design will be performed through the preliminary (30%) completion level. Complete design will provide for construction of a sidewalk and open storm drainage improvements on the east side only. TIB funding under the Pedestrian Facilities Program will provide funding for up to \$65,000 of eligible design and construction costs for the sidewalk improvements

5) KIMBALL DRIVE IMPROVEMENTS: Pioneer Way to Hunt Street

This project involves reconstruction of Kimball Drive to replace deteriorated pavement, and provide a three-lane section within the existing curb-to-curb street width, completion of the curb, gutter and sidewalk on the east side of Kimball Drive, limited storm sewer improvements, and provisions for future lighting. Preparation of contract documents (PS&E) and construction may be deferred until additional funds are available to supplement City funds and developer contributions. Federal-aid funding is assumed at an 80-percent funding level for construction only.

6) HARBORVIEW DRIVE IMPROVEMENTS: Soundview Drive to Street End

This project will be performed in conjunction with the Harborview Drive Street End Park improvement project subject to supplemental funding. Federal-aid funding assistance is assumed under the enhancement program. The project follows replacement of an asbestos-cement water main in 1998. The improvements will consist of minor widening on the north end for parking, storm sewer system, curbs and gutters on both sides, sidewalk on one side, and architectural lighting. A landscaped planter strip may be included depending on space availability.

7) FRANKLIN AVENUE IMPROVEMENTS: Burnham Drive to Peacock Hill Avenue

This project will reconstruct a deteriorated residential street, and provide a pedestrian link with Burnham Drive, Peacock Hill Avenue and the Finholm-Fuller Street View Climb connection to North Harborview Drive. The street will be reconstructed to provide a full-paved width residential street section with storm drainage improvements, and curbs, gutters, sidewalks and landscaped planter strips on both sides of the street. The project will be performed in conjunction with replacement of an existing asbestos-cement water main, and will include traffic calming features appropriate to the residential setting.

8) FULLER STREET IMPROVEMENTS: Franklin Avenue to Prentice Avenue (See Franklin Avenue)

9) POINT FOSDICK DRIVE IMPROVEMENTS, PHASE 2: 44th Street (Private) to City Limits

This project would widen Point Fosdick Drive to provide a three-lane parkway section extending to the City limits consistent with the Design Manual. The contemplated improvements include two through lanes, left-turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, storm sewer improvements, and architectural lighting. Federal-aid funding assistance is assumed for design and construction.

10) OLYMPIC DRIVE/56th STREET IMPROVEMENTS: 950-feet west of Point Fosdick Drive to 38th Avenue

This project involves widening Olympic Drive to a five-lane section to include left turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, and architectural lighting. At a minimum, the project would also include provisions for future signalization at the 56th Street-Olympic Drive intersection. These improvements are anticipated necessary to accommodate current and future development, and increased traffic volumes. Federal-aid and TIA/UATA funding assistance is assumed.

11) 38th AVENUE IMPROVEMENTS, PHASE 2: 56th Street to 45th Street

This project will extend the improvements completed under Phase 1 north to 56th Street. Estimated project costs are based on design of a full 2 and 3-lane structural pavement section, including median and/or left turn pockets, through lanes, bicycle lanes, provisions for future lighting, and curb, gutter, landscaped planter strip and sidewalk on both sides. Design will be performed through the preliminary (30%) completion level. Complete design will provide for construction of a sidewalk and open storm drainage improvements on the east side only. TIB funding assistance under the Pedestrian Facilities Program is assumed.

12) PRENTICE STREET IMPROVEMENTS: Burnham Drive to Fennimore Street

Improvements for this project are primarily intended to provide pedestrian linkages for the Harbor Ridge Middle School, and include minor widening, storm sewer system, curbs, gutters, sidewalks, landscaping, and architectural lighting. TIB funding assistance under the Pedestrian Facilities Program is assumed.

13) BURNHAM DRIVE IMPROVEMENTS: Franklin Avenue to Harborview Drive

This reconstruction project will revise the vertical alignment for improved sight distance, and include minor widening, storm sewer system, asbestos-cement water main replacement, curbs, gutters, sidewalks, landscaping and architectural lighting.

14) BRIARWOOD LANE IMPROVEMENTS: Point Fosdick Drive to 38th Avenue

This project includes a sidewalk or pedestrian path on at least the south side to provide for separation of pedestrians and vehicles. Additional improvements include curbs, gutters, planter strip, traffic islands and other traffic calming features. TIB funding assistance under the Pedestrian Facilities Program is assumed.

15) VERNHARDSEN STREET IMPROVEMENTS: Peacock Hill Avenue to City Limits

This project includes minor widening, pavement restoration and/or overlay, storm sewer, curb, gutter, sidewalk(s), bicycle lane (east of North Harborview Drive), and channelization. The project will be performed in one or more stages in conjunction with construction of water main improvements as shown in the Comprehensive Water Plan. TIB funding assistance under the Pedestrian Facilities Program is assumed.

16) ROSEDALE STREET IMPROVEMENTS, PHASE 2: SR-16 to City Limits (54th Ave.)

This project will consist of reconstruction, overlay, and minor widening to provide a two to three-lane section with bicycle lanes, curbs, gutters, and sidewalks on both sides of the street, storm sewer improvements, landscaping, architectural lighting, and related improvements. Improvements will include channelization, and provisions for future signalization at the Skansie Avenue-Rosedale Street intersection. Federal-aid funding assistance is assumed for this project.

17) GRANDVIEW STREET IMPROVEMENTS: Stinson Avenue to Soundview Drive

This project will reconstruct the existing road and will include minor widening, curbs, gutters, sidewalk on at least one side, storm sewer improvements, asbestos-cement water main replacement, landscaping and architectural lighting. It is anticipated that this project would be completed subsequent to completion of the new Civic center.

18) 56th STREET/POINT FOSDICK DRIVE IMPROVEMENTS: Olympic Drive (at 56th Street) to Olympic Drive (at Point Fosdick Drive)

This project will widen 56th Street to provide a three lane section, with left-turn pockets/landscaped median where feasible, bicycle lanes, planter strips where feasible, and sidewalks to accommodate additional vehicle and pedestrian traffic in a developed commercial corridor. Federal-aid and TIA/UATA funding assistance are assumed.

19) ROSEDALE STREET IMPROVEMENTS, PHASE 3: Shirley Avenue to SR-16

The budgeted amount for this project provides for design only of a reconstruction, overlay, and minor widening of this section of Rosedale Street. The improvements would provide a two-lane section with parallel on-street parking where feasible and desired; storm drainage, sanitary sewer, and water main improvements; concrete curb and gutter on both sides; a bicycle lane and sidewalk on one side of the street, and provisions for and/or landscaping and architectural street lighting.

20) JUDSON STREET IMPROVEMENTS: Pioneer Way to Soundview Drive

This project provides for design of improvements to Judson Street including reconstruction and possible realignment of the existing street to provide an aesthetic and "pedestrian-friendly" linkage between Pioneer Way and Soundview Drive. The project contemplates minor widening to provide for left-turn pockets or on-street parallel parking where feasible; curbs, gutters, and sidewalk on both sides; storm sewer improvements; landscaped planter strips; and architectural lighting.

21) EAST-WEST (Borgen) ROAD CONSTRUCTION, PHASE 2: Swede Hill Interchange to West of Woodridge

This project will complete construction of the full five-lane section from the roundabout on the west to a point west of the Woodridge plat as warranted by traffic and development in the area. Anticipated features for the fully developed street section include a landscaped median and planter strips, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter, and sidewalk on each side. Federal-aid, TIA/UATA, and developer funding assistance are assumed.

22) CRESCENT VALLEY CONNECTOR: Peacock Hill Avenue to Crescent Valley Road

This project will extend the East-West Road further east to provide better access to the Gig Harbor North area and reduce traffic volumes on City streets in the north and west harbor areas. Preliminary survey and route investigation only.

23) DOWNTOWN PARKING LOT: Central Business District

This project will provide for additional off-street parking to augment existing public and private parking opportunities. Design will conform to the City's Design Guidelines. Design

and construction are contingent on City acquisition through donation or lease of a suitable parcel or parcels.

24) NORTH-SOUTH CONNECTOR: East-West Road to Peacock Hill Avenue

Continue negotiations and right-of-way acquisition for this future project.

25) STREET LIGHTS: Minor and Collector Arterials

This project will install underground power and streetlights in conformance with the City's Design Guidelines along minor and collector arterials to enhance vehicle and pedestrian safety, and neighborhood aesthetics.

26) REPAIR AND RESTORATION OF VARIOUS STREETS:

This project involves repair, and restoration of various roadway surfaces, including minor storm drainage improvements, on various public streets throughout the City.

27) EMERGENCY

This project provides for emergency repairs to City streets to restore traffic, safe driving conditions, and/or access for vehicles and pedestrians.

CITY OF GIG HARBOR

Six Year Transportation Improvement Program
1999 to 2004

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Budget Sound Regional Council

Hearing Date June 22, 1998
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURES (BY YEAR)				FEDERALLY FUNDED PROJECTS ONLY		
							PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION				1st	2nd	3rd	4th thru 6th	ENVR. TYPE	R/W REQ. Y/N DATE MONTH/YR	
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS							LOCAL FUNDS
(16)	1	A) -, B) - C) EAST-WEST (BORGES) ROAD CONSTRUCTION (Ph. 1) D) East-West Road E) Swede Hill Interchange (SR-16) to Peacock Hill Ave. F) Comp. design of 5-lane section, construct 2- / 3-lane section and roundabout, incl. curb, gutter, and S/W on one side, stormwater drainage, detention, and water quality facilities, wetland mitigation, channelization, & provisions for future lighting, utilities and signalization.	01	R	1.40	CPS TGW	PE	05/97			36 (P.C.)		14	50	50			EIS	Y/N
				P			R/W	01/97			100 (DEV.)			100				CE	DATE
							CONST	06/99			788 (P.C.)		489	2,500	2,500			EA	
							TOTAL				1,223 (DV./TIA)		503	2,650					
16	2	A) -, B) - C) KIMBALL DR. PK & RIDE EXP. & REL. TRF. FAC. IMP. D) Pioneer Way (3324) E) Grandview Street to Slinson Avenue F) Expand & impr. ex. Pierce Transit pk. & ride fac., incl. new transit ctr., paving, landscg., lighting, rev'd pwr. poles, & storm drain. system. Constr. new traffic signal at Pioneer Way, & upgrade signals at Slinson Ave. & Grandview St. Intersections w/ Kimball Drive., incl. signal interconn. & priority op., channelization, A/C water main replant., and pavement reconstruction.	03 06, 12, 21	F	0.10	PTW	PE	05/98	S3				20	20	20			EIS	N
				F			R/W											CE	DATE
				F			CONST	05/99	STP(U)	840	110 (P.T., F.D. #5, Dev.)		40	1,090	1,090			EA	X
							TOTAL			940	110		60	1,110					
16	3	A) -, B) - C) POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 1) D) Point Fosdick Drive E) 1,000-ft. South of Olympic Dr. to 44th Street F) Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and provisions for lighting, and signal at 44th St. traffic.	03 04 06	F	0.27	CP TGW	PE	01/99					20	78	78			EIS	Y/N
				F			R/W											CE	DATE
				F			CONST	08/99			424		165	589	589			EA	
							TOTAL				482		185	667					
17	4	A) -, B) - C) 38TH AVENUE IMPROVEMENTS (Phase 1) D) 38th Avenue E) 45th Street to City Limits F) Preliminary design of a 3-lane section, w/ median &/or left turn pockets, bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, storm sewer improvements, and lighting. Final design for & construction of sidewalk on east side only.	03 05 06	F	0.43	CPS TGW	PE	01/00					12	20		20		EIS	Y/N
				F			R/W											CE	DATE
				F			CONST	05/00					13	70		70		EA	
							TOTAL						25	90					

Agency City of Gig Harbor
County No. 27
City No. 0420
MPO Puget Sound Regional Council

Hearing Date June 22, 1998
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (1)	PROJECT NUMBER	PROJECT COSTS IN THOUSANDS OF DOLLARS														EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
		IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					TOTAL	1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RW REQ. Y/N DATE MONTH/YR		
								FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS									
00 (18)	A) --, B) -- C) KIMBALL DRIVE IMPROVEMENTS D) Kimball Drive E) Pioneer Way to Hunt Street F) Reconstruction to provide a 3-lane section w/out bicycle lanes within the current curb-to-curb width. Completion of curb, gutter, & sidewalk on the east side only. Limited storm sewer improvements, and provisions for future lighting.	03 05	F	0.41	CPT	PE	08/98	STP(L)					20	20		20			EIS	N	
						RAW						0	0		0			CE	DATE		
						CONST	07/00		266			66	332		332			EA			
						TOTAL			266			86	352								
19	A) --, B) -- C) HARBORVIEW DRIVE IMPROVEMENTS D) Harborview Drive E) Soundview Drive to Street End F) Reconstruction, including minor widening for on-street angle parking (north end, west side), storm sewer improvements, curbs, gutters, sidewalk on one side, landscaped planter strip where feasible, and lighting.	03 05	F	0.22	CPT	PE	02/00	STP(E)				16	16		16			EIS	Y/N		
						RAW												CE	DATE		
						CONST	07/00		50			69	119		119			EA			
						TOTAL			50			85	135								
19	A) --, B) -- C) FRANKLIN AVENUE IMPROVEMENTS D) Franklin Avenue E) Burnham Drive to Peacock Hill Avenue F) Reconstruction to provide a full-paved width street section, with curbs, gutters, and sidewalks on both sides, storm sewer improvements, landscaping, lighting, water main replacement, and traffic calming features. Project will be performed in conjunction with a water main replacement.	03	F	0.23	CPT	PE	01/01					19	19			19		EIS	Y/N		
						RAW												CE	DATE		
						CONST	07/01					167	167		167			EA			
						TOTAL						186	186								
19	A) --, B) -- C) FULLER STREET IMPROVEMENTS D) Fuller Street E) Franklin Avenue to Prenlice Avenue F) See Franklin Avenue (No. 14)	03	F	0.06	CPT	PE	01/01					4	4			4		EIS	Y/N		
						RAW												CE	DATE		
						CONST	07/01					38	38		38			EA			
						TOTAL						42	42								

CITY OF GIG HARBOR

Six Year Transportation Improvement Program
1999 to 2004

Agency City of Gig Harbor
 County No. 27
 City No. 0480
 MPO Puget Sound Regional Council

Hearing Date June 22, 1998
 Adoption Date _____
 Resolution No. _____

FUNCTIONAL CLASSIFICATION	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S) GPT GW	PROJECT COSTS IN THOUSANDS OF DOLLARS										FEDERALLY FUNDED PROJECTS ONLY							
						PROJECT PHASE			MONTH/ YEAR PHASE STARTS	FEDERAL FUNDING		FUND SOURCE INFORMATION			TOTAL	SCHEDULE				ENVR. TYPE	RW/REQ DATE MONTH/YR		
						PE	CONST	TOTAL		FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	1st		2nd	3rd	4th (TRU 6th)					
16	A) - B) - POINT FOSDICK DRIVE IMPROVEMENTS (PH. 2) Point Fosdick Drive 44th Street to City Limits Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 04 05	P	0.25	GPT GW	PE	CONST	TOTAL	56				9	65								EIS	Y/N
						RW	420			60	480	480	EA	DATE									
16	A) - B) - OLYMPIC DRIVERS/6TH STREET IMPROVEMENTS Olympic Drive & 6th Street 960 ft. west of Point Fosdick Drive to 38th Avenue Reconstruction to provide a 4-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, lighting, and provisions for future signal at Olympic Dr.-56th St. intersection.	03 04 05	P	0.49	GPT TGW	PE	CONST	TOTAL	139	80			22	161								EIS	Y/N
						RW	1,021			79	1,160	1,160	EA	DATE									
17	A) - B) - 38TH AVENUE IMPROVEMENTS (Phase 2) 38th Avenue 6th Street to 45th Street Preliminary design of a 3-lane section, w/ median &/or left turn pockets, bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, storm sewer improvements, and lighting. Final design for & construction of sidewalk on east side only.	03 05 06	P	0.21	GPT TGW	PE	CONST	TOTAL	5	25	30		15	20								EIS	Y/N
						RW				10	35	35	EA	DATE									
19	A) - B) - PRENTICE STREET IMPROVEMENTS Prentice Street Burnham Drive to Ferrimore Street Minor widening, including curbs and gutters on both sides, sidewalk(s), storm sewer improvements, landscaped planter strip where feasible, and lighting.	03 05	P	0.30	GPT	PE	CONST	TOTAL			25		10	10								EIS	Y/N
						RW				49	74	74	EA	DATE									

DOT Form 140-048
 Revised 8/95 (G.H. Revised)
 TTP99FH.xls

Note: (##) signifies local classification (i.e. Not shown on WSDOT Functional Classification Map)

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Puget Sound Regional Council

Hearing Date June 22, 1998
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (1)	PROJECT NUMBER	PROJECT COSTS IN THOUSANDS OF DOLLARS															EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
		IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RAW REQ. Y/N DATE MONTH/YR				
								FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS							TOTAL			
00 (17)	13	A) --, B) -- C) BURNHAM DRIVE IMPROVEMENTS D) Burnham Drive E) Franklin Avenue to Harborview Drive F) Reconstruction, including minor widening, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips, and lighting. Project will be performed in conjunction with water main replacement.	03 05		0.28	CPT	PE	01/03						27	27				27	EIS	Y/N	
						RAW													CE	DATE		
						CONST	07/03						202	202				202	EA			
						TOTAL							229	229								
19	14	A) --, B) -- C) BRIARWOOD LANE IMPROVEMENTS D) Briarwood Lane E) Point Fosdick Drive to 38th Avenue F) Construct curbs, gutters and sidewalk/pedestrian pathway on at least the south side, planter strip(s), traffic islands, and lighting.	01		0.59	CPS TG	PE	06/02						15	15				15	EIS	Y/N	
						RAW													CE	DATE		
						CONST	06/03			25 (TIA Ped.)			165	190				190	EA			
						TOTAL				25			180	205								
00 / 16	15	A) --, B) -- C) VERNHARDSEN STREET IMPROVEMENTS D) Vernhardsen Street / 96th Street E) Peacock Hill Avenue to City Limits F) Minor widening, pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s), bicycle lanes (east of N. Harborview Drive), and channelization. Project will be performed in conjunction with water main improvements.	05 07		0.34	W	PE	10/02						13	13				13	EIS	Y/N	
						RAW													CE	DATE		
						CONST	05/03			25 (TIA Ped.)			119	144				144	EA			
						TOTAL				25			132	157								
16	16	A) --, B) -- C) ROSEDALE STREET IMPROVEMENTS (Phase 2) D) Rosedale Street E) State Route 16 to City Limits (54th Ave. NW) F) Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes, curbs, gutters, & SAV on both sides, storm, provisions for landscaping & lighting, & provisions for a signal at the Skansie Avenue intersection.	03 05	P	0.53	CPT	PE	04/03	STP(U)	59				10	69				69	EIS	Y/N	
						RAW													CE	DATE		
						CONST	06/04			435			68	503				503	EA			
						TOTAL				484			76	572								

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Puget Sound Regional Council

Hearing Date June 22, 1998
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (1)	PROJECT NUMBER	PROJECT COSTS IN THOUSANDS OF DOLLARS											EXPENDITURE SCHEDULE (1999-2004)				FEDERALLY FUNDED PROJECTS ONLY				
		IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					TOTAL	1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RAW REQ. Y/N DATE MONTH/YR		
								FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS									
00 (17)	17	A) - , B) - C) GRANDVIEW STREET IMPROVEMENTS D) Grandview Street E) Stinson Avenue to Soundview Drive F) Minor widening, including curbs, gutters, sidewalk on at least one side, storm sewer improvements, landscaping, and lighting. Project will be performed in conjunction with water main replacement.	03 05		0.51	CPT	PE	04/02						50	50				50	EIS	Y/N
						RAW													CE	DATE	
						CONST	06/03						367	367				367	EA		
						TOTAL							417	417							
16	16	A) - , B) - C) 56th ST. / PT. FOSDICK DR. IMPROVEMENTS D) 56th Street & Point Fosdick Drive E) Olympic Drive to Olympic Drive F) Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on one or both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 04 06	P	0.55	CP TGW	PE	04/03	STP(U)	123				19	142				142	EIS	Y/N
						RAW													CE	DATE	
						CONST	06/04			900	70		70	1,040				1,040	EA		
						TOTAL				1,023	70		99	1,182							
16	16	A) - , B) - C) ROSEDALE STREET IMPROVEMENTS (Phase 3) D) Rosedale Street E) Shirley Avenue to State Route 16 F) Minor widening to provide 2-thru lanes, with parallel on-street parking where feasible and desired, curbs, gutters, storm sewer improvements, bicycle lane and sidewalk on one side, and provisions for / landscaping and lighting.	03 05	P	0.34	CPT	PE	04/04	STP(U)	26				30	30				30	EIS	Y/N
						RAW													CE	DATE	
						CONST													EA		
						TOTAL				26			30	30							
00 (17)	23	A) - , B) - C) JUDSON STREET IMPROVEMENTS D) Judson Street E) Pioneer Way to Soundview Drive F) Minor widening for left-turn pockets or on-street parallel parking where feasible, with curbs, gutters, and sidewalks on both sides, storm sewer improvements, landscaping, and lighting.	03 05		0.21	CPT	PE	04/02						25	25				25	EIS	Y/N
						RAW													CE	DATE	
						CONST													EA		
						TOTAL								25	25						

Agency City of Gig Harbor
County No. 27
City No. 0990
MPO Puget Sound Regional Council

Hearing Date June 22, 1998
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (1)	PROJECT NUMBER	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY			
		IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	RAW REQ. Y/N DATE MONTH/YR	
								FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS							TOTAL
(16)	21	01	F	1.27	CPS TGW	PE	05/97	STP(U)										EIS	Y/N
						RAW												CE	DATE
			P			CONST		1,765	138		137	2,040				2,040		EA	
						TOTAL		1,765	138		137	2,040							
(16)	22	03		1.00	CPT	PE	04/04				25	25				25		EIS	Y/N
						RAW												CE	DATE
						CONST												EA	
						TOTAL													
00	23	03		0.03	PW	PE	01/99				4	4	4					EIS	Y/N
						RAW												CE	DATE
						CONST	07/99				46	46	46					EA	
						TOTAL					50	50							
(17)	24	03		0.03	PW	PE												EIS	Y/N
						RAW	01/99					150		50	100			CE	DATE
						CONST												EA	
						TOTAL						150							

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Puget Sound Regional Council

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Resolution No. _____

FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE			FEDERALLY FUNDED PROJECTS ONLY						
							PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					2nd	3rd	4th thru 6th	ENVIR. TYPE	RAW REQ. Y/N DATE MONTH/YR				
									FEDERAL FUNDING		STATE FUNDS	LOCAL FUNDS	TOTAL									
									FEDERAL FUND CODE	FEDERAL COST BY PHASE									RAP CAPP TIA UATA OTHER			
16	1	A) --, B) -- C) STREET LIGHTS D) Minor and Collector Arterials E) Various Locations F) Install underground power and street lights in conformance with the City's Design Guidelines to enhance pedestrian and vehicle safety, & neighborhood aesthetics.																				
	26	A) --, B) -- C) REPAIR & RESTORATION OF VARIOUS STREETS D) -- E) -- F) Miscellaneous street and storm drainage improvements within the public right-of-way, including maintenance overlays.	03 07																			
	27	A) --, B) -- C) EMERGENCY D) -- E) -- F) Emergency repairs to City streets to restore traffic, and/or safe driving conditions, and/or access for vehicles and pedestrians.	07																			

Six Year Transportation Improvement Program Instructions for Preparing the Form

Include all projects regardless of location or source of funds.
Complete the form for the six year program in accordance with the following instructions.

Heading

Agency Enter name of the sponsoring agency.
 County Number Enter the OFM assigned number. (See LAG Appendix 21.37.)
 City Number Enter the OFM assigned Number. (See LAG Appendix 21.38.)
 MPO Enter the name of the associated MPO (if located within urbanized area).
 Hearing Date Enter the date of public hearing.
 Adoption Date Enter the date this program was adopted by council or commission.
 Resolution Number Enter Legislative Authority resolution number if applicable.

Column Number

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

Description	
Rural (under 5,000 area)	Urban (over 5,000 areas)
01 Interstate	11 Interstate
02 Principal Arterial	12 Freeways & Expressways
06 Minor Arterials	14 Other Principal Arterials
07 Major Collector	16 Minor Arterial
08 Minor Collector	17 Collector
09 Local Access	19 Local Access
00 No Classification	00 No Classification

2. **Priority Number.** Enter local agency number identifying agency project priority (optional).

3. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (mile post or street names); and (f) Describe the Work to be Completed.

4. **Improvement Type Codes.** Enter the appropriate federal code number(s).

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

5. **Funding Status.** Enter the funding status for the entire project which describes the current status.

F Project is selected and funding has been secured by the lead agency.
 S Project is subject to selection by an agency other than the lead.
 P Project is listed for planning purpose and funding is not secured.

6. **Total Length.** Enter project length to the nearest hundredth (or code "00" if not applicable).

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

C Cable TV S Sewer (other than agency owned) G Gas
 P Power T Telephone W Water
 O Other

8. **Project Phase.** Select the appropriate phase code of the project.

PE Preliminary Engineering only (or planning)
 RW Right of Way or land acquisition only (or equipment purchase)
 CN Construction only (or transit operating)
 ALL All Phases from Preliminary Engineering through Construction

9. **Phase Start Date.** Enter the month/day/year in MM/DD/YY format that the selected phase of the project is actually expected to start.

10. **Federal Funds Source.** Enter the Federal Fund Source code from the table.

BR	FTA Urban Areas	S9	FTA Urban Areas
CMAQ	FTA Statewide Competitive Program	STP(C)	STP Statewide Competitive Program
DEMO	FTA Transportation Enhancements	STP(E)	STP Transportation Enhancements
IC	FTA Safety including Hazard & RR	STP(S)	STP Safety including Hazard & RR
IM	FTA Rural regionally selected	STP(R)	STP Rural regionally selected
NHS	FTA Urban regionally selected	STP(U)	STP Urban regionally selected
S16	FTA Elderly & Disabled Persons	STP	STP all other STP project not listed
S18	FTA Rural Areas	Other	All other Federal Funds Sources
S3	FTA Discretionary for Capital Expenditure		

11. **Federal Cost.** Enter the total federal cost (in thousands) of the phase regardless of when the funds will be spent.

12. **State Funds Code.** Enter appropriate for any of the listed funds to be used on this project.

CAPP County Arterial Preservation Program RAP Rural Arterial Program
 TIA Transportation Improvement Account UATA Urban Arterial Trust Account
 PWTF Public Works Trust Fund Other i.e. WSDOT

13. **State Funds.** Enter all funds from State Agencies (in thousands) of the phase regardless of when the funds will be spent.

14. **Local Funds.** Enter all funds from local Agencies (in thousands) of the phase regardless of when the funds will be spent.

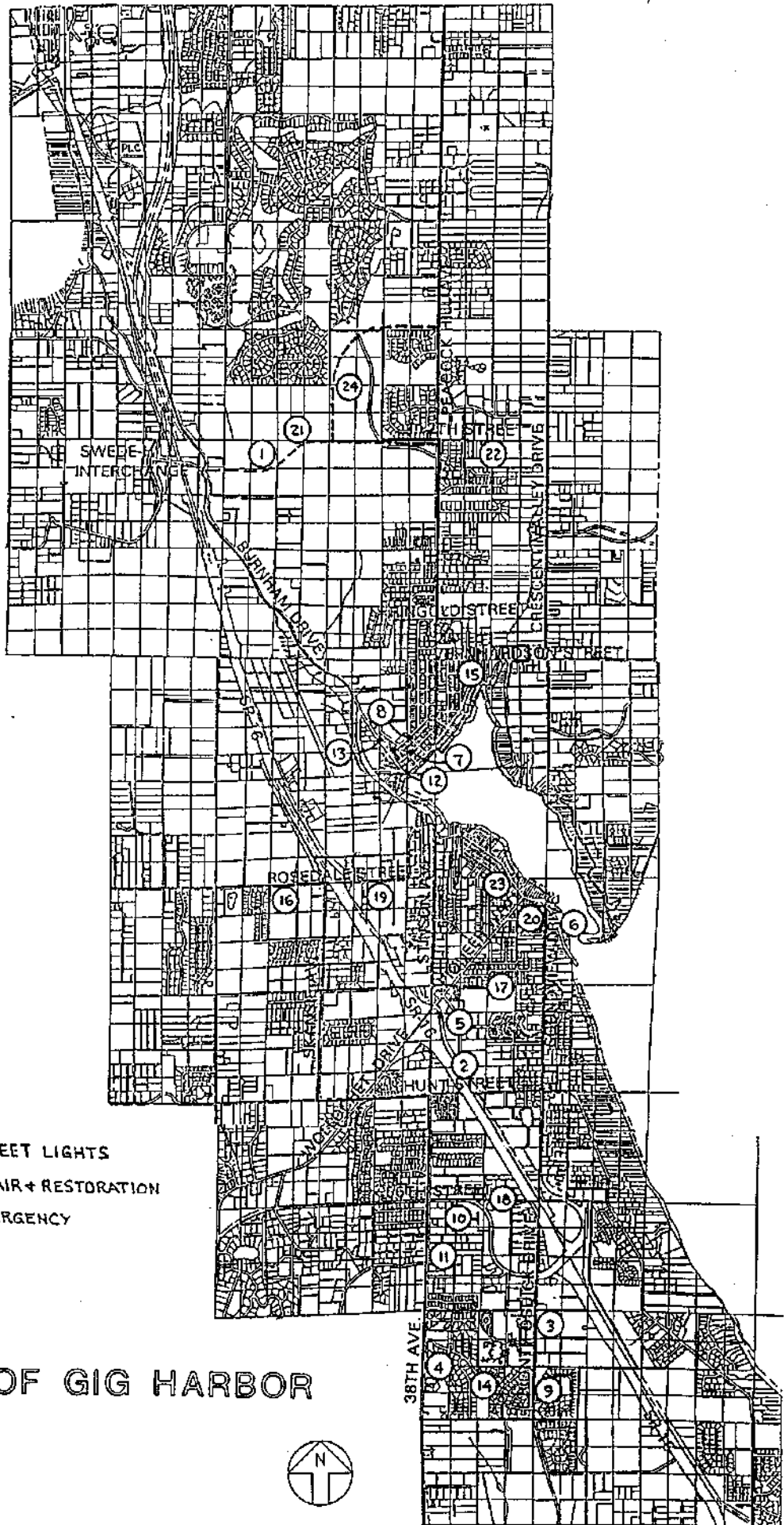
15. **Total Funds.** Enter the Sum of columns 10, 12, and 14.

16-19. **Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years).** Enter the estimated expenditures (in thousands) of dollars by year. This data is for Local Agency use.

20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. This is required for Federally Funded projects only.

EIS Environmental Impact Statement CE Categorical Exclusion
 EA Environmental Assessment NA Not Applicable/Unknown

21. **R/W Certification.** Circle Y if Right of Way acquisition is required. If yes, Enter R/W Certification Date if known. This is required for Federally Funded projects only.



- ②5 STREET LIGHTS
- ②6 REPAIR + RESTORATION
- ②7 EMERGENCY

CITY OF GIG HARBOR





City of Gig Harbor. The "Maritime City"

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

TO: *RJG* MAYOR WILBERT AND CITY COUNCIL
FROM: *RJG* PLANNING-BUILDING STAFF
SUBJECT: ORDINANCE TO AMEND CHAPTER 17
DATE: JUNE 17, 1998

Background/Introduction

It was recently discovered that there is a reference in Chapter 17.64.080 to a hearing examiner review process that was superceded by the adoption of Title 19 in 1996. Legal counsel has advised that this should be corrected.

Policy Issues

None. The proposed ordinance does not change any adopted City of Gig Harbor policy.

Recommendation

An ordinance to correct the code is attached. This is the first reading of the ordinance. Staff recommends adoption following the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL RELATING TO APPEALS OF LAND USE DECISION TO THE HEARING EXAMINER, ELIMINATING A REFERENCE TO THE PROCESS FOR APPEALS OF CONDITIONAL USE PERMITS BECAUSE THE PROCESS HAS BEEN SUPERCEDED BY THE PROCEDURES IN TITLE 19 GHMC; REPEALING SECTION 17.64.080 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City of Gig Harbor adopted Title 19 to the Gig Harbor Municipal Code in 1996, establishing permit processing procedures; and,

WHEREAS, Chapter 17.06 GHMC provides for appeals of decisions of the City Hearing Examiner; and,

WHEREAS, Section 17.64.080 GHMC also provides for appeals of the Hearing Examiners decision on conditional use permits; and

WHEREAS, Section 17.64.080 is inconsistent with Title 19 as Title 19 now contains all of the requirements and procedures for the administrative appeals of decisions on conditional use permits.

THE CITY COUNCIL OF THE CITY OF GIG HARBOR DO ORDAIN AS FOLLOWS:

Section 1. Section 17.64.080 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 3. This ordinance shall be in full force and effect five days after it's passage and publication as required by law.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 6/10/98
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. _____
of the City of Gig Harbor, Washington

On the _____ day of _____, 1998, the City Council of the City of Gig Harbor, passed ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL RELATING TO APPEALS OF LAND USE DECISION TO THE HEARING EXAMINER, ELIMINATING A REFERENCE TO THE PROCESS FOR APPEALS OF CONDITIONAL USE PERMITS BECAUSE THE PROCESS HAS BEEN SUPERCEDED BY THE PROCEDURES IN TITLE 19 GHMC; REPEALING SECTION 17.64.080 OF THE GIG HARBOR MUNICIPAL CODE.

The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 1998.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: STEVE OSGUTHORPE, ASSOCIATE PLANNER
DATE: JUNE 18, 1998
SUBJECT: APPEAL BY SCOTT WAGNER, TALMO INC., OF HEARING EXAMINER'S DECISION ON SPR 98-01 -- MEMORY LANES BOWLING CENTER.

INTRODUCTION/BACKGROUND

On April 28, 1998, the Hearing Examiner approved a structure of approximately 70,000 square feet which will enclose a 40-lane bowling alley and other ancillary uses. Total required parking for the proposed uses is 224 spaces. A parking structure is proposed for 194 of the required parking spaces. The plans submitted by the applicant to the Hearing Examiner indicated a storm water main line running under the parking structure. This was located in the same area as a drainage easement shown on the recorded short plat. The City cannot grant permits or approvals for development on property where not all owners of the property or those with beneficial interests in the property are applicants. The City has notice of the existence of an easement in the area that the applicant desires to build, so the city cannot grant a permit for construction of the building over the easement, given that that such construction might be inconsistent with the terms of a property right owned by another party.

In accordance with the staff's recommendation, the Hearing Examiner approved the site plan subject to the condition that the storm detention system and storm main not be located under the parking structure.

Mr. Wagner submitted a timely appeal of the Examiner's decision to not allow the storm sewer under the parking structure, stating in his appeal that the decision is not consistent with City of Gig Harbor standards. Mr. Wagner further stated that the building under construction at 6801 Kimball Drive was permitted to put its storm system under the building and that he is asking for the same consideration. However, this is new information that was not addressed by the Hearing Examiner. The Council cannot consider any new information that was not made a part of the hearing examiner's record (Section 19.06.005 (B), GHMC).

A copy of Mr. Wagner's appeal statement is attached. The attachment submitted by Mr. Wagner with his appeal is not included, as it was not part of the hearing examiner record.

POLICY

The drainage easement was not a required easement for the proposed development. It was assumably put in place to serve abutting property when the short plat was approved. There is therefore no policy that required the easement as part of this development; nor is there any policy that allows the Council to approve development within a non-public easement. RCW Section 64.04.175 states that, "Easements established by a dedication are property rights that cannot be extinguished or altered without the approval of the easement owner or owners, unless the plat or other document creating the dedicated easement provides for an alternative method or methods to extinguish or alter the easement."

Extinguishment of the easement is not an action of the City Council. It will require the consent of all persons having ownership in the easement. Because we don't have a copy of the easement, it is unclear who the easement belongs to. However, the council should revise the condition of approval to confirm that the building cannot be built in the proposed location unless the easement is formally extinguished or relocated around the parking structure. This will require the approval of all parties having legal interest in the easement. Additionally, the Council may approve an amendment to the conditions of approval which allows the storm sewer line under the building if (1) the storm sewer below the building complies with the Uniform Plumbing Code and with all Public Works standards and (2) the applicant can demonstrate to the Building Official and Public Works Director's satisfaction that the storm sewer and detention system can be maintained and/or repaired if necessary.

RECOMMENDATION

The staff recommends that the City Council amend Condition of Approval #7 to read as follows:

The building shall not be built over the drainage easement shown on the plat. However, the applicant may extinguish the existing easement by written document recorded against the property and install the storm detention system and storm drain underground in a location not proposed to be underneath any permanent structure. The parking structure may only be built in the location proposed by the applicant in the plans dated January 16, 1998 if: (1) The storm detention system and storm are constructed and permitted pursuant to the Uniform Plumbing and Building Codes and (2) the applicant can demonstrate to satisfaction of the City that the detention system and storm main can be maintained and repaired (if necessary), as required by an approved storm drainage plan for the property.

A draft resolution incorporating the recommended amendment to Condition #7 is attached for the Council's consideration. Also attached are copies of the staff report to the Hearing Examiner, the Hearing Examiner's decision, a site plan showing the proposed location of the storm sewer main.

CITY OF GIG HARBOR
RESOLUTION #_____

WHEREAS, Scott Wagner, Talmo Inc., has requested site plan approval and conditional use approval to construct a 70,000 square foot building and an associated parking structure at 6712 38th Avenue; and,

WHEREAS, the recorded short plat of the site shows a 15-foot wide drainage easement that runs behind and through the proposed location of the parking structure; and,

WHEREAS, the planning and building staff informed that applicant that a structure cannot be built over an easement; and,

WHEREAS, the proposed development plans indicate a parking structure over the drainage easement shown on the recorded short plat; and,

WHEREAS, the proposed drainage plans for the development included a storm sewer line through the drainage easement below the proposed parking structure and also a detention system beneath the proposed parking structure; and,

WHEREAS, RCW Section 64.04.175 states that, "Easements established by a dedication are property rights that cannot be extinguished or altered without the approval of the easement owner or owners, unless the plat or other document creating the dedicated easement provides for an alternative method or methods to extinguish or alter the easement."; and,

WHEREAS, the staff recommended approval of the proposed development subject, in part, to the condition that the storm detention system and storm main not be permitted under the parking structure; and,

WHEREAS, the Hearing Examiner conducted a public hearing on the proposed development on April 15, 1998 to accept public testimony on the proposed development; and,

WHEREAS, the Hearing Examiner approved the requested site plan (SPR 98-01) and conditional use permit (CUP 98-02) subject to conditions, including condition #7 which states that a storm detention system and storm main is not permitted under the parking structure; and,

WHEREAS, Section 19.06 of the Gig Harbor Municipal Code establishes procedures for closed record appeals of the Hearing Examiner's decision, and,

WHEREAS, the applicant submitted a timely appeal (dated May 11, 1998) of the Hearing Examiner's condition of approval #7 requesting that this condition of approval be removed from the requirements; and,

WHEREAS, the City Council considered the appeal by Scott Wagner at its regularly scheduled meeting of June 22, 1998;

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

Section 1. Site Plan, Conditional Use Permit. The City Council hereby adopts by reference the findings and conclusions of the Hearing Examiner on the Memory Lanes site plan as contained in his decision dated April 28, 1998, and upholds all conditions of approval stated in his decision, **except** condition #7.

Section 2. Appeal

A. Findings. The City Council considered the record in this matter, the appeal submitted by the applicant, Mr. Wagner, and the recommendations of staff. The appellant argues that the condition of approval #7 should be removed from the Hearing Examiner's decision. The Council makes the following findings:

1. The proposed structure cannot be built over an easement.
2. An easement may be formally extinguished under the provisions of RCW 64.04.175.
3. Any detention systems or storm water mains below a structure must conform to the Uniform Plumbing Code and Public Works Standards as per Section 101.4.1.1.2 of the Uniform Plumbing Code.
4. A detention system and storm sewer main should not be placed below a structure unless it can be demonstrated that the system and sewer main can be maintained and/or repaired if necessary;

B. Conclusions. The City Council concludes that for the proposed parking structure to be built in the proposed location and for the storm detention system and storm main to be built under the structure, the easement shown on the short plat must be extinguished or relocated; the storm detention system and storm main must conform to the Uniform Plumbing Code and to all Public Works

standards; and the applicant must demonstrate that the system can be maintained and/or repaired when necessary.

C. Decision. Condition of approval #7 as stated in the Hearing Examiner's decision dated April 28, 1998 is hereby amended to read as follows:

The building shall not be built over the drainage easement shown on the plat. However, the applicant may extinguish the existing easement by written document recorded against the property and install the storm detention system and storm drain underground in a location not proposed to be underneath any permanent structure. The parking structure may only be built in the location proposed by the applicant in the plans dated January 16, 1998 if: (1) The storm detention system and storm are constructed and permitted pursuant to the Uniform Plumbing and Building Codes and (2) the applicant can demonstrate to satisfaction of the City that the detention system and storm main can be maintained and repaired (if necessary), as required by an approved storm drainage plan for the property.

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 ___ day of ___, 1998.

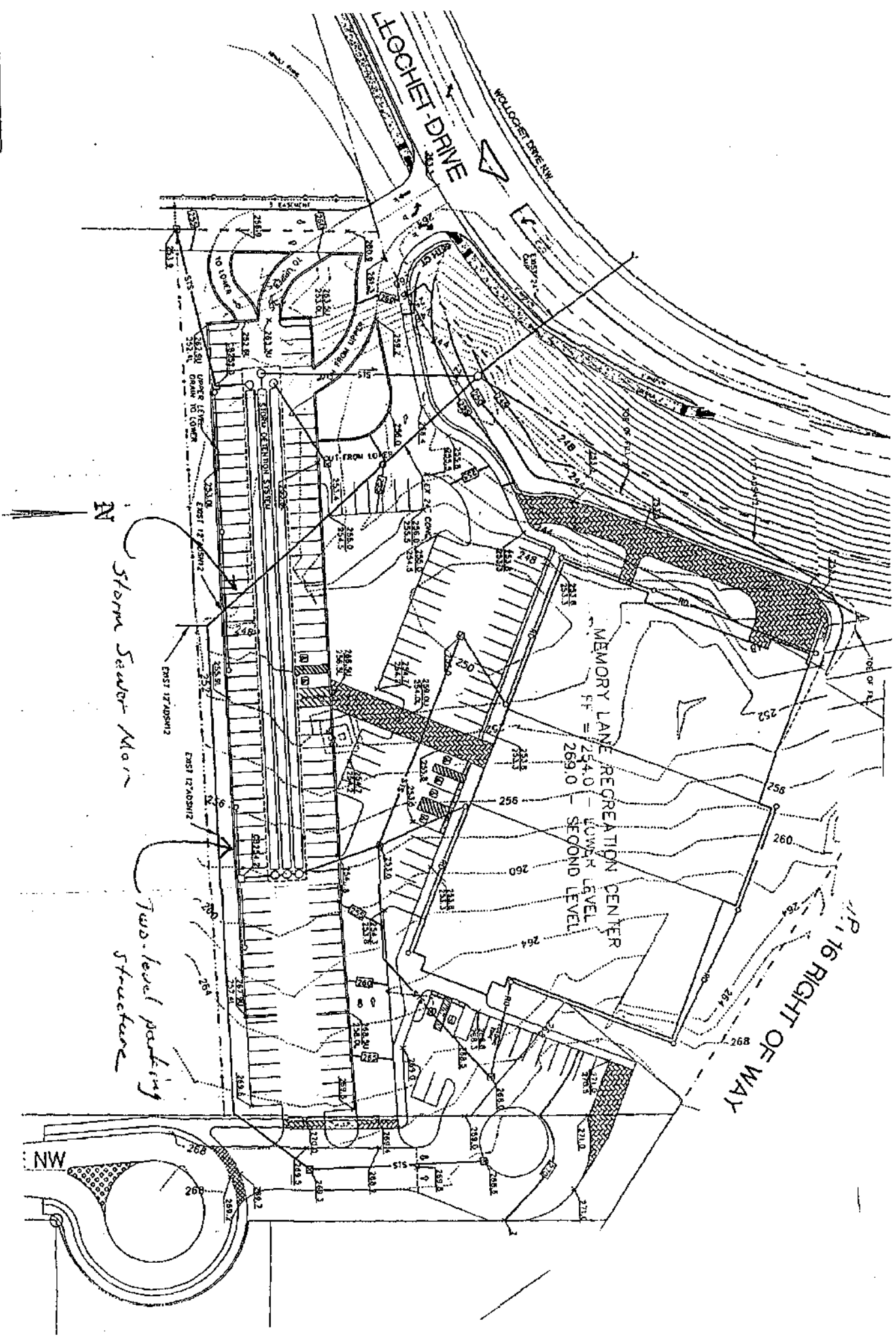
Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk: 6/18/98

Passed by City Council:



N

Storm Sewer Main

Two-level parking structure

MEMORY LANE RECREATION CENTER
FF = 254.0 - LOWER LEVEL
269.0 - SECOND LEVEL

16' RIGHT OF WAY

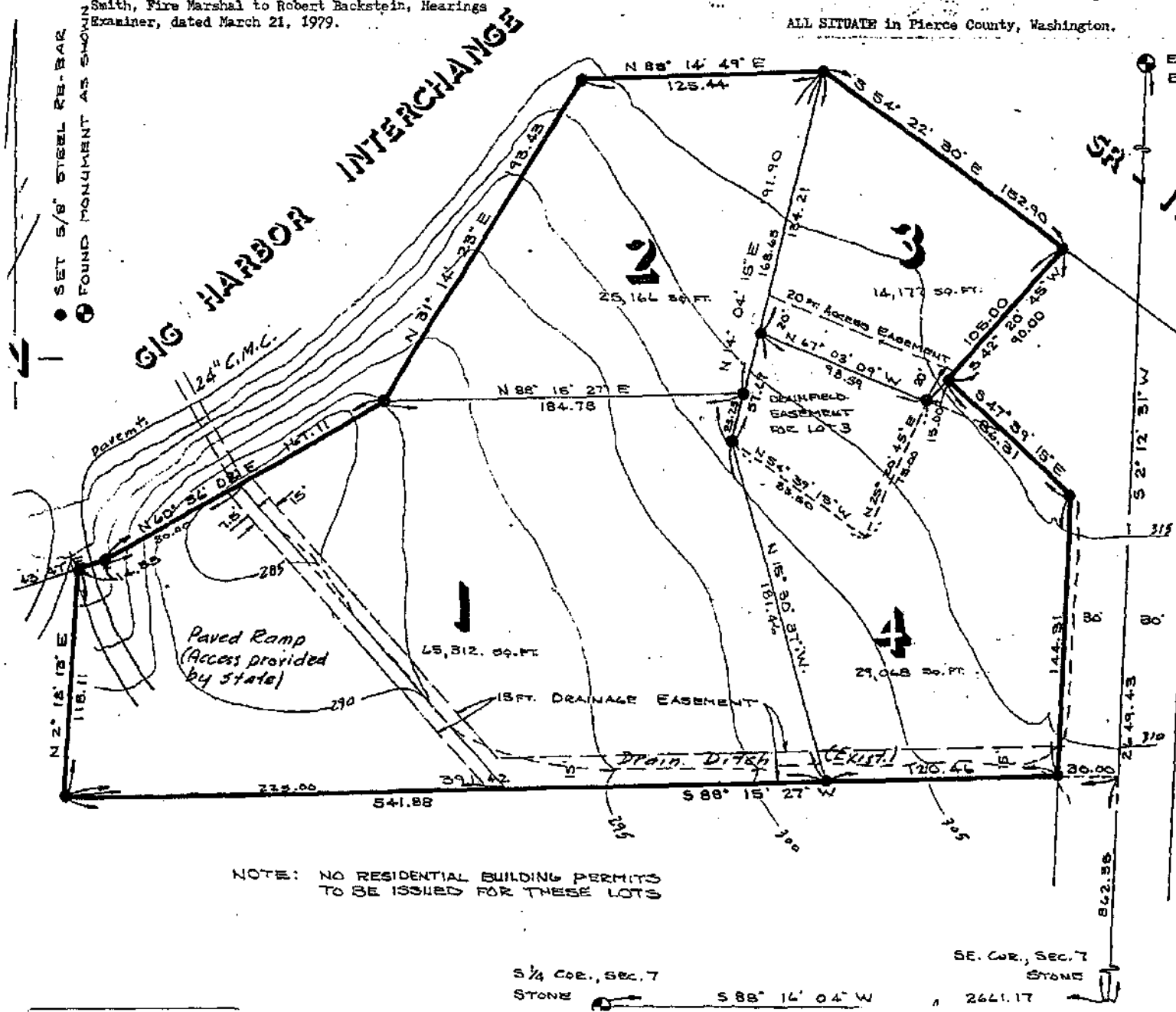
LOCHET DRIVE

NW

The above requirements as per letter from Fred C. Smith, Fire Marshal to Robert Backstein, Hearings Examiner, dated March 21, 1979.

EXCEPT those portions conveyed to the State of Washington by instruments re. County Auditor's Fee Nos. 1782451 and 2389558, respectively, and EXCEPT the East 30.00 ft. thereof for 38th Avenue Northwest (Burton Northern

ALL SITUATE in Pierce County, Washington.



● SET 5/8" STEEL RE-BAR
○ FOUND MONUMENT AS SHOWN

E 1/4 COR., SEC. 7
BRASSIE

PUBLIC WORKS NOTES:

- ① All roads are public.
- ② Access to Lots 2 and 3 by way of one and a half acre easement with 15' wide entrance by approach control.
- ③ All lot owners and their successors shall be responsible for the maintenance of all private roads shown on this plat. Before any proposal to construct a private road is made to Pierce County, the applicant must meet the standards set forth in the Public Works Code.

NOTE: NO RESIDENTIAL BUILDING PERMITS TO BE ISSUED FOR THESE LOTS

SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT.
RODNEY W. BADE



S 1/4 COR., SEC. 7
STONE

SE. COR., SEC. 7
STONE

S 88° 14' 04" W

261.17

Receipt # 38263
\$ 120.00

Talmo, Inc.
PO Box 492
Gig Harbor, WA 98335

CLOSED RECORD APPEAL

City of Gig Harbor Hearing Examiner Decision - April 28, 1998
SPR 98-01 - Memory Lane Recreation Center

Appellant: Talmo, Inc.
Scott Wagner
PO Box 492
Gig Harbor, WA 98335

Statement: I am appealing one of the hearing examiner's decisions. I believe one of his decisions is not consistent with City of Gig Harbor standards.

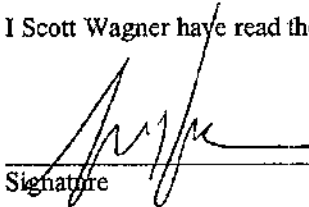
Identification: SPR 98-01.

Grounds: Decision seven states, "The storm detention system and storm main is not permitted under the parking structure."
The building under construction at 6801 Kimball Drive NW was permitted to put its storm system under the building. I am asking for the same consideration. It should be noted that I only want to place the system under the parking structure not under the recreation center building.
Many buildings in Pierce County and all over Washington State place detention systems under structures. As the requirements for detention have increased and the requirements for pervious cover have increased, it has forced detention to be placed under structures.

Relief Sought: Please remove decision number seven from the requirements of the SPR.

I Scott Wagner have read the appeal and believe the contents to be true.

Signature



Date

5-11-98

RECEIVED
CITY OF GIG HARBOR

MAY 11 1998

PLANNING AND BUILDING
SERVICES

APR 29 1998

PLANNING AND BUILDING
SERVICES

**CITY OF GIG HARBOR
HEARING EXAMINER
FINDINGS, CONCLUSIONS AND DECISION**

APPLICANT: Scott Wagner for Talmo, Inc.

CASE NO.: SPR 98-01, CUP 98-02

LOCATION: 6712 38th Ave. NW

APPLICATION: Request for approval of a conditional use permit and site plan review to allow construction of a 70,000 square foot, 3 story bowling center/indoor sport complex with parking on 3.69 acres of land.

SUMMARY OF RECOMMENDATION AND DECISION:

Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

PUBLIC HEARING:

After reviewing the official file which included the Community Development Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Wagner application was opened at 5:23 p.m., April 15, 1998 in the City Hall, Gig Harbor, Washington, and closed for oral comments at 5:59 p.m. The hearing was held open administratively until close of business on April 24, 1998 to allow the applicant and a neighboring property owner time to finalize an agreement regarding access. Participants at the public hearing and the exhibits offered and entered are listed in this report. A verbatim recording of the hearing is available in the Planning Department.

HEARING COMMENTS:

The following is a summary of the comments offered at the public hearing:

From the City:

Steve Osguthorpe, Associate Planner, reviewed the revised staff advisory report and said:

- A shared driveway with Gig Harbor Waterfalls, Inc. is addressed in staff recommended condition #17.
- Drainage issues will be reviewed by the Public Works Department.
- Screening from SR-16 will be required.
- 38th is designed to be like a courtyard and its design was approved by the DRB.

Wes Hill, Public Works Director, said:

- He has looked at both driveway options and he believes the shared driveway is preferable, however, a separate access can meet City standards.
- If no shared driveway is constructed, then the bowling center will be responsible for constructing a new driveway for the Olsen (Gig Harbor Waterfalls) property.

From the Applicant:

David Boe, Architect, said:

- The entire facility will be sunk into the ground and therefore, a large portion of the building will not be visible.
- The proposal has gone through a series of DRB meetings and has evolved the current design which was approved by the DRB.

Scott Wagner, speaking for the Applicant, said:

- They would like to meet the RB-2 requirements relative to mechanical equipment and they will work with staff to hide the mechanical equipment from view.
- They are not proposing any roof top equipment on the pitched roof, but vents will penetrate the roof.

From the Community:

Wayne Olsen, said:

- Gig Harbor Waterfalls, Inc. and Talmo have reached an agreement on joint access, but would like to have the record left open to finalize the agreement.

Vagn Olsen, said:

- He is in favor of the proposal. He sees it being useful for senior citizens and young people.
- He hopes the agreement on access will materialize.

CORRESPONDENCE:

Correspondence was received from the following:

Mark Holcomb (Exhibits B & F)

Scott Wagner (Exhibit C)

Wayne & Vagn Olsen (Exhibit D)

Vagn Olsen (Exhibit E)

FINDINGS, CONCLUSIONS AND DECISION:

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS:

1. The information contained in Sections II through VI of the Planning Staff's Revised Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as the Hearing Examiner's findings. A copy of said report is available in the Planning Department.

B. CONCLUSIONS:

1. The conclusions prepared by the Planning Staff and contained in Section VIII of the Planning Staff's Revised Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference is adopted as a portion of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.
2. Section VII of the revised staff advisory report contains comments from the Building Official relative to the Uniform Building Code and the Uniform Fire Code. Issues relating to the building and fire codes will be addressed administratively by the Building Official and will not be addressed further in this report which deals only with the conditional use permit and site plan review.
3. The applicant's request for clarification of staff recommended condition #1 is reasonable and the revised condition agreed to at the hearing should be required.
4. The neighboring property owners (the Olsens) have expressed concerns about access to Wollochet Drive NW, drainage, parking lot security fencing and cost impacts to the Olsen property. The issues raised by the Olsens have been adequately addressed through a private agreement found in Exhibit F and/or by the conditions listed below.

C. DECISION:

Based upon the foregoing findings of fact and conclusions, approval of the site plan and conditional use permit is granted, subject to the following conditions:


1. Prior to permit issuance, the applicant shall indicate the location and proposed screening of all mechanical equipment and all trash dumpsters. Screening methods shall be subject to staff review and approval. Dumpster screening shall utilize the same materials used on the building. Mechanical equipment shall not be visible above the parapet wall of the flat portion of the building and shall not be located on top of the pitched roof portions of the building.

2. The project shall comply with all design review conditions of approval as specified by the Design Review Board in its decision dated March 16, 1998 as determined by the planning staff.
3. All right-of-way improvements required to conform to Design Manual standards, including landscaping for screening, and special paving within the 38th Avenue right-of-way shall be installed prior to issuance of a final occupancy permit. Issuance of building permits shall be subject to the Public Works Department final review and approval of the right-of-way improvements.
4. Prior to permit issuance, the applicant shall file with the Pierce County Auditor's office a deed restriction which runs with the applicant's land which includes a copy of the final approved landscape plan and street paving design within the 38th Avenue right-of-way, and which includes the following notation on the plans:

"All off-site improvements in the City's right-of-way associated with development of this site, including landscaping and special paving on 38th Avenue (other than Public Works standard curbs, gutters, sidewalks and asphalt pavement) shall be maintained by the owner of this site, in coordination and conjunction with all Public Works standards and approvals. If the street end of 38th Avenue is vacated, the owner of the development on this site shall install additional screening to close of the view of the street end from SR 16 within 60 days of the date of the street vacation. A final landscape plan showing the required screening must be submitted to the Gig Harbor Planning staff and Public Works Department staff for final review and approval prior to installation of the screening at the street end".
5. Signage indicated on the submitted plans shall not be deemed approved under this permit. No sign shall be installed until a sign permit has been applied for and approved by the planning department.
6. The project shall conform to all building and fire code requirements as determined by the Gig Harbor Building Official/Fire Marshal.
7. The storm detention system and storm main is not permitted under the parking structure.
8. The project, including stormwater detention and water quality facilities, shall conform to all City Public Works Standards.
9. Water service shall be provided through an intertie agreement with Harbor Water Company, Stroh's Water Company and the City of Gig Harbor. This agreement will require approval of the State Departments of Health and Ecology and the City Council.
10. Sanitary sewer shall be extended to the site and connect to the development in accordance with the City's Public Works Standards as approved by the Public Works Department.

11. Prior to building permit issuance, a final storm drainage and grading plan shall be submitted to the Public Works Department for review and approval.
12. Permit issuance shall be subject to conformance to all off-site improvements and/or traffic mitigation measures specified in the Mitigated Determination of Non-significance.
13. Prior to building or grading permit issuance, an erosion control plan, as prepared by a licensed engineer, shall be submitted to the public works department for review and approval. The erosion control measures shall be in place prior to any clearing, grading, or construction. Erosion control and sediment control practices must be used on the construction site and on adjacent areas disturbed by the subject site development to prevent upland sediments from entering the natural stormwater drainage system. The site must be carefully monitored to determine effectiveness of the plan. The plan must be upgraded as necessary during the construction period.
14. All areas disturbed or newly created by construction activities must be revegetated, use bioengineering techniques, use clean durable riprap, or some other equivalent type of protection against erosion when other measures are not practical.
15. The project shall conform to all Public Works Standards including, but not limited to, installation of half-width street frontage improvements.
16. The project shall be developed with an on-site driveway at least 5 feet from the property line to allow for required sideyard landscaping, unless the applicant can negotiate with the abutting property owner for the shared driveway access indicated on the submitted site plan. If the applicant opts for a shared driveway access, an access easement with an additional 5-foot landscape easement, shall be recorded with the Pierce County Auditor's office prior to permit issuance.
17. If the project is developed with a shared driveway access, the drainage and grading plan required under condition #11 shall include details for all grading on the abutting parcel necessary to develop the driveway.
18. Prior to permit issuance, the applicant shall receive approval from both the City and the Pierce County Auditor's office for a lot line combination which combines all lots on the proposed site plan into one lot and which eliminates or relocates any easements indicated on the existing short plat which run under proposed structures.

Dated this 28th day of April, 1998.


Ron McConnell
Hearing Examiner

APPEAL OF EXAMINER'S DECISION:

Any party of record who feels aggrieved by the Examiner's decision may submit an appeal in writing to the Gig Harbor Planning Department within (14) calendar days from the date the final decision of the Examiner is rendered.

Such appeal shall be submitted in accordance with Chapter 19.06 GHMC.

EXHIBITS:

The following exhibits were offered and entered into the record:

- A. Revised staff advisory report, with attachments.
- B. Letter from Mark Holcomb, dated 4/15/98.
- C. Letter from Scott Wagner, dated 4/13/98, with attachments.
- D. Letter from Wayne and Vagn Olsen, dated 4/15/98, with attachments.
- E. Letter from Vagn Olsen, dated 4/15/98.
- F. Letter from Mark Holcomb, dated April 24, 1998, with attachments:
 - 1. Letter from Wayne and Vagn Olsen to Jim Tallman, dated April 15, 1998.
 - 2. Letter from Mark Holcomb to Jim Tallman, dated April 24, 1998.
 - 3. Agreement for Shared Access.
 - 4. Declaration of Covenant (Security Fencing).

PARTIES OF RECORD:

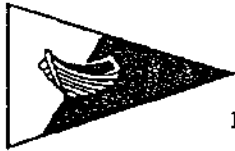
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Planning Department
Public Works Department



City of Gig Harbor. The "Maritime City"

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

**PLANNING AND BUILDING SERVICES DEPARTMENT
STAFF REPORT**

TO: Hearing Examiner
FROM: Planning Staff
DATE: April 15, 1998 - Revised Report
RE: SPR 98-01, CUP 98-02

DATE OF HEARING: April 15, 1998

1. GENERAL INFORMATION

APPLICANT: Scott Wagner
P.O. Box 492
Gig Harbor, WA 98335

Telephone: (253) 858-8444

OWNER: Talmo, Inc.
P.O. Box 492
Gig Harbor, WA 98335

Telephone: (253) 858-8444

AGENT: Scott Wagner

II. PROPERTY DESCRIPTION

1. **Location:** 6712 38th Ave. NW, Tax Assessor's parcel #02-21-07-4-052, 4-073, 8-001 thru 8-004.
2. **Site Area/Acreage:** 3.69 acres
3. **Natural Site Characteristics:**
 - i. **Soil Type:** Harstine gravelly sandy loam. Significant fill has been placed along the northerly portion of the property abutting Wollochet Drive.

- ii. **Slope:** Up to 50% at the driveway entrance, Approximately 9% across the site. The 50% slope is the result of a man-made fill for the Wollochet Drive interchange. No critical areas have been identified.
- iii. **Drainage:** The site includes low spots where water has collected from the subject site and from abutting sites. These drain into a drainage area across Wollochet Drive.
- iv. **Vegetation:** The site includes a grove of silver leaf maple trees, the bulk of which will be retained and incorporated into the final landscape plan. There are also fir on the site in the location of the proposed driveway and building.

4. Zoning:

- i. **Subject parcel:** RB-2 (Residential Business) – Vacant
(Subject to Concomitant Zoning Agreement for Tallman Annexation (CZA))
- ii. **Adjacent zoning and land use:**
 - North: SR-16 (Enhancement Corridor Designation)
 - South: RB-2 (CZA)
 - East: RB-2 (CZA) – Performance Circle Theater
 - West: RB-2 (CZA) – Gig Harbor Waterfalls

- 5. **Utilities/road access:** The parcel will be served by City sewer. Water will be provided by an intertie system between Stroh's Water Company, Harbor Water Company and the City of Gig Harbor. The site is accessed by Wollochet Drive and 38th Ave. NW, both City streets.

III. APPLICABLE LAND-USE POLICIES/CODES

- 1. **Comprehensive Plan:** The Comprehensive Plan designates this area as Commercial Business.
- 2. **Zoning Code:** The zoning map designates this parcel as RB-2 which allows recreational buildings and community centers only as conditional uses.

CONDITIONAL USES

GHMC Section 17.64.040 states that each determination granting or denying a conditional use permit shall be supported by written findings of fact showing specifically wherein all of the following conditions are met:

- A. That the use which the conditional use permit is applied for is specified by this title as being conditionally permitted within, and is consistent with the description and purpose of the zone district in which the property is located;
- B. That the granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located;
- C. That the proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity; and further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets.
- D. That the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by this title or as needed in the opinion of the examiner.

DESIGN REVIEW DECISION

Chapter 17.98050(D) states that for projects requiring site plan approval, notice of the director or DRB decision on the project design shall be included in the site plan staff report to the hearing examiner.

Section 17.98.050(E) states that design approval as granted by the planning director or DRB shall not be revisited by the hearing examiner except upon appeal or where specific health/safety considerations as determined by the hearing examiner require changes to a site plan. Changes to project designs resulting from site plan review shall be consistent with the specific or general requirements of the design manual as determined by the hearing examiner.

- 3. **Concomitant Zoning Agreement for Tallman Annexation (CZA):** The CZA states that all conditional uses in the RB-2 zone may be permitted if the applicable criteria are met. In addition, wholesale and retail sales where the business is conducted entirely within an enclosed structure, restaurants and associated lounges may also be conditionally allowed.

IV. BACKGROUND INFORMATION

The proposed site is primarily vacant but it does include a smaller office building which is proposed to be demolished as part of this development. The site is bordered by Wollochet Drive on the northwest, 38th Ave. NW on the west, by Gig Harbor Waterfalls on the west, and the SR-

16 interchange on the north. The site is therefore within the SR-16 enhancement corridor which requires 100% screening or 70% screening with extensive design review.

The site is part of the Concomitant Zoning Agreement for the Tallman Annexation (CZA) which allows the same uses allowed under the RB-2 provisions of the zoning code. Under the CZA, all buildings must have a minimum 4/12 roof pitch. The CZA also specifies a minimum 25-foot buffer along SR-16. This is less than the Design Manual's required 30-foot buffer, but because the annexation is by agreement, the 25-foot buffer requirement prevails.

The site has gone through extensive design review before the DRB. The DRB has approved the design subject to conditions stated in the DRB's Decision dated March 16, 1998. There have been no appeals of the DRB's decision. The decision therefore stands.

V. REQUEST/PROJECT DESCRIPTION

The proposed development will include a structure of approximately 70,000 square feet which will enclose a 40-lane bowling alley, a restaurant and lounge, dance and aerobic center, gymnasium, indoor running track, pro-shop, locker room, multi-purpose rooms, card room, pull tabs and lottery, laser tag facility, video arcade, indoor mini golf course, dart and pool room, batting cages, day care area, snack bar, vending areas, coffee shop, beauty salon, barber shop and travel center. Total required parking for the proposed uses is 224 spaces. Accordingly, the development will include a parking garage which will include spaces for 194 vehicles. An additional 64 surface parking spaces will be available, for a total of 258 parking spaces

The project will include a large outdoor plaza of 10,441 square feet which is designed to provide both the required fire truck access to the rear of the building, and also the common space required by the City's Design Manual. The common area results in a parking credit of 52 spaces as per page 34 of the Design Manual.

The building design includes a pitched roof over the entire second floor. Portions of the building on the lower level include flat roof spans over the bowling lanes, but the building generally has the character of a pitched roof building. The Design Review Board found that the design conforms to all Design Manual criteria for roof design, provided that the flat portion of the roof includes a simple projecting cornice as specified by the Design Review Board.

Required landscaping for screening purposes cannot be met entirely on-site. The applicant has requested use of the 38th Avenue right-of-way to provide additional landscaping. Normally, this would not be allowed because right-of-way landscaping might have to be removed for future right-of-way improvement projects. However, Wes Hill, Public Works Director, has agreed to allow the applicant to landscape the 38th Street right-of-way, stating that there are no plans to expand 38th Avenue beyond what is proposed by the applicant. This agreement was reached because of the location of 38th Avenue, its dead-end arrangement, and the very unlikely possibility that it will ever be further developed.

Typically, the Design Manual limits the number of curb cuts within a specified length of frontage. The project does not meet the specific language of this requirement along 38th Avenue.

As an alternate means of meeting Design Manual requirements, the DRB is requiring that 38th Avenue be designed more like a courtyard than a street end. Accordingly, some minor paving details will be required in addition to the landscaping in the right-of-way, subject to Public Works Department approval. If not approved, the site plan would have to be revised to conform to the specific language of the Design Manual, or a variance would be required.

VI. PUBLIC NOTICE

The property was posted and legal notice was sent to property owners within 300 feet on April 1, 1998 and also published in the Peninsula Gateway on April 1, 1998. As of April 2, 1998, no public input has been received.

VII. ANALYSIS

Staff and/or agency comments are as follows:

1. Planning Staff:

Most planning site plan issues have been addressed during the design review phase of this development. The only design items which have not been addressed include the screening of mechanical equipment, and the design of a dumpster enclosure. According to both the CZA and the zoning code, dumpsters and mechanical equipment are to be screened so that they are not visible from any public right-of-way.

One item pertaining to the design review approval which should be reflected in the conditions of approval for the site plan is the DRB's requirement to install additional screening to close of the view of the street end from SR-16 within 60 days of the date of the street vacation (should that occur in the future.). The DRB required that a final landscape plan showing the required screening be submitted to the planning staff for final review and approval prior to installation of the screening at the street end.

A related item pertaining to 38th Street is the DRB's decision to not limit curb cuts along 38th Street, provided the street end is designed to have the character of a courtyard. A detail was submitted to and approved by the DRB for the street end. The site plan should be conditioned upon development of the street end as approved by the DRB. This will also required public works approval.

The plan indicates locations for signage which is in the right-of-way and is therefore not in compliance with the City's sign code. The planning staff would prefer to address signage in a separate application.

Regarding the matter of conditional use permit requirements, the planning staff believes that the proposed use is well suited for the site. The parcel has excellent access opportunities from SR-16 via Wollochet Drive, and has good secondary access from 38th Street. The use appears to be compatible with surrounding uses abutting the development. Because the use is geared toward entertainment, it is complimentary to the existing Performance Circle theater on 38th Avenue. There is no residential development in the immediate vicinity which would be impacted by this proposal.

Finally, regarding the requested variance to reduce the required landscaping along 38th Avenue NW, the staff has determined that the variance is not necessary because, according to GHMC Section 17.78.070(1), "The required width of perimeter areas to be landscaped shall be the required yard or setback area *or a total area equivalent to the required yards.*" (emphasis added). The staff has determined that the additional landscaping along both Wollochet Drive and SR-16 compensates for the loss of landscaping along 38th Avenue, meaning that the project complies with the perimeter area landscaping requirement.

2. Building Official:

- i. Access around the building for fire fighting must be maintained in accordance with the 1994 Uniform Fire Code and per Fire District No.5 requirements. Construct 24 ft min. roadway for two way access and 15 ft min. roadway for one way access (**The northwest end of the building appears to have obstructions within the fire lane**). Cul-de-sacs and roadways must have a 45 foot outside radius. Roadways must also have a min. inside radius of 20 feet.
- ii. The entire building must be made accessible in accordance with Chapter No. 11 of the Washington State Regulations for Barrier Free Facilities. **An elevator will be required for the bowling alley.**
- iii. Fire Flow is presently available on 38th Ave. Volume of fire flow may not be adequate. The existing water line is a 6 or 8 inch fire line and must be replaced prior to any further fire flow connections. We have a proposed fire line replacement plan showing a new 12 inch fire line, but we have not received the engineer's fire flow calculations or details on fire hydrant placement. A water availability letter from the water district stating the fire flow volume on 38th Ave. and Wollochet Dr will be required. Fire hydrants will be required every 300 feet along Wollochet Dr. and 38th Ave., within 150 feet of all portions of the building and on the right side of each entrance off of Wollochet Dr. and 38th Ave. Fire flow must be provided to the building in accordance with the Section 903, 1994 Uniform Fire Code (See Appendix III-A & B):

Note: The minimum Fire Flow is 2,750 gpm at 20 psi for 2 Hour Duration, if the building is limited to 78,200 sqft of Type III-One Hour Construction when an auto-fire sprinkler system and fire alarm system is installed. The required fire flow will be 4,000 gpm at 20 psi for a 4 Hour duration, if the auto-fire sprinkler

system is required due to other provisions of the Uniform Building Code (IE: If rooms are used by occupants for the consumption of alcoholic beverages in accordance with Section 904.2.3.1, 1994 UBC). A fire alarm and auto-fire sprinkler system is required. Also a Knox Box with a master key will be required for access to the building.

Preliminary proposals have been submitted which estimate the available fire flow from two water districts (City of Gig Harbor and Stroh's Water Co.). A complete design with calculations and letter of water availability from each water district will be required. Also a letter from Fire District No. 5 will be required to verify they're concurrence that the proposal is an acceptable alternate method of fire flow.

- iv. The storm detention system and existing 12" storm main will not be permitted under the parking garage structure.
- v. The 38th Ave. Cul-de-sac is shown on the site plan to subdivide the lot south of the Performance Circle. A Short Plat or other legal method of subdividing the property will be required. The site plan also indicates that a part of the Performance Circle building, outside storage and parking is on the south lot. Verification must be provided that the required parking, egress and use of the site for storage is permitted.
- vi. A complete plan review will be completed upon submittal of plans for a building permit.

3. Public Works:

- i. Project construction, including stormwater detention and water quality facilities, will need to conform to the City's Public Works Standards, at a minimum.
- ii. Water service will be provided by the City through an intertie agreement with Harbor Water Company. This agreement will require approval through the State Departments of Health and Ecology, and the City Council, at a minimum.
- iii. The project will need to extend sanitary sewer to the site and make connection in accordance with the City's Public Works Standards and approved plans.
- iv. A final storm drainage and grading plan must be submitted to the Public Works Department to assure conformance with all Public Works Standards.
- v. Permit issuance will be subject to conformance to all off-site improvements and traffic mitigation as specified in the Mitigated Determination of Non-significance.
- vi. In a memorandum to Steve Osguthorpe from Wes Hill dated January 7, 1998, the Public Works Department stated the following:

“This memorandum is intended to address concerns about landscaping requirements for the subject development proposal as set forth in GHMC 17.20.050(C) (Development Standards – Front yard setback) and GHMC 17.78.080 (Parking lot landscaping and screening).”

“Confirming our conversations, this Department does not have any plans for improving 38th Avenue along the frontage of this development proposal. Also as discussed, this Department has recommended that the segment of 38th Avenue along the frontage be vacated at such time as access is not necessary for the business which presently has a month-to-month lease within the State Route (SR-16) right-of-way. Washington State Department of Transportation (WSDOT) representatives have indicated that this business will be removed with the planned improvements to the southbound access ramp to SR-16 from Wollochet Drive.”

“Accordingly, this Department supports the developer’s proposal to landscape the portion of the right-of-way between the existing street improvements and the edge of right-of-way (property line). As with any property owner improvements within the right-of-way, the landscaping would be maintained by the property owner.”

“It should be noted that at such time as WSDOT no longer requires access from 38th Avenue for its rental property, 38th Avenue can be vacated. A condition of vacation could include landscaping a strip along the south side of the SR-16 right-of-way (in the vacated portion of 38th Avenue).”

- vii. The project shall conform to all Public Works Standards including, but not limited to, installation of half-width street frontage improvements.

4. Department of Ecology:

- i. Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent soil from being carried into surface water by stormwater runoff. Sand, silt, and soil will damage aquatic habitat and are considered pollutants.
- ii. Proper erosion and sediment control practices must be used on the construction site and adjacent areas to prevent upland sediments from entering the natural stormwater drainage system. All areas disturbed or newly created by construction activities must be revegetated, use bioengineering techniques, use clean durable riprap, or so some other equivalent type of protection against erosion when other measures are not practical.
- iii. A sedimentation and erosion control plan for the project site may be required and must be developed by a licensed engineer. The plan must be implemented before and during construction. The site must be carefully monitored to determine effectiveness of the plan. The plan must be upgraded as necessary during the construction period.

5. SEPA Responsible Official:

A Mitigated Determination of Non-significance (MDNS) was issued by the SEPA Responsible Official on March 12, 1998. The MDNS was not appealed and therefore stands.

VIII. FINDINGS AND CONCLUSIONS

Based upon a site inspection and the analysis contained in Part VII of this report, the Staff finds as follows:

Conditional Use Permit:

1. That the proposed bowling alley recreation center (with its associated businesses, restaurants and lounge) which the conditional use permit is applied for is specified by this title and by the Concomitant Zoning Agreement for Tallman Annexation (CZA) as being conditionally permitted within, and is consistent with the description and purpose of the RB-2 district and the CZA;
2. That the granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located, provided that all site plan and design review conditions of approval are complied with.
3. That the proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity; and further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets, provided that all mitigation measures as specified in the MDNS are complied with.
4. Although the site is tight, the applicant has demonstrated that the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by all City development regulations.

Site Plan:

1. The project is compatible with the city's comprehensive plan;
2. The project is compatible with the surrounding building's occupancy and use factors; and
3. The project complies with all relevant statutory codes, regulations, ordinances, the Concomitant Zoning Agreement for Tallman Annexation, and compliance with the same, subject to conditions.

Variance:

The staff has determined that the project complies with the perimeter area landscaping requirement. A variance is therefore not necessary.

IX. RECOMMENDATION

The staff recommends that no action be taken on variance application VAR 98-01 because a variance is not necessary. (The applicant may request reimbursement of any variance fees). The staff recommends approval of CUP 98-02 and SPR 98-01, subject to the following conditions:

1. Prior to permit issuance, the applicant shall indicate the location and proposed screening of all mechanical equipment and all trash dumpsters. Screening methods shall be subject to staff review and approval. Dumpster screening shall utilize the same materials used on the building. Mechanical equipment and proposed screening of mechanical equipment, shall not extend above the parapet wall of the flat portion of the building and shall not be located on top of the pitched roof portions of the building.
2. The project shall comply with all design review conditions of approval as specified by the Design Review Board in its decision dated March 16, 1998 as determined by the planning staff.
3. All right-of-way improvements required to conform to Design Manual standards, including landscaping for screening, and special paving within the 38th Avenue right-of-way, shall be installed prior to issuance of a final occupancy permit. Issuance of building permits shall be subject to the Public Works Department final review and approval of the right-of-way improvements.
4. Prior to permit issuance, the applicant shall file with the Pierce County Auditor's office a deed restriction which runs with the applicant's land which includes a copy of the final approved landscape plan and street paving design within the 38th Avenue right-of-way, and which includes the following notation on the plans:

"All off-site improvements in the City's right-of-way associated with development of this site, including landscaping and special paving on 38th Avenue (other than Public Works standard curbs, gutters, sidewalks and asphalt pavement) shall be maintained by the owner of this site, in coordination and conjunction with all Public Works standards and approvals. If the street end of 38th Avenue is vacated, the owner of the development on this site shall install additional screening to close of the view of the street end from SR-16 within 60 days of the date of the street vacation. A final landscape plan showing the required screening must be submitted to the Gig Harbor Planning staff and Public Works Department staff for final review and approval prior to installation of the screening at the street end."

5. Signage indicated on the submitted plans shall not be deemed approved under this permit. No sign shall be installed until a sign permit has been applied for and approved by the planning department.
6. The project shall conform to all building and fire code requirements as stated herein and as otherwise determined by the Gig Harbor Building Official/Fire Marshal.
7. The storm detention system and storm main is not permitted under the parking structure.
8. The project, including stormwater detention and water quality facilities, shall conform to all City Public Works Standards.
9. Water service shall be provided through an intertie agreement with Harbor Water Company, Stroh's Water Company and the City of Gig Harbor. This agreement will require approval of the State Departments of Health and Ecology and the City Council.
10. Sanitary sewer shall be extended to the site and connect to the development in accordance with the City's Public Works Standards as approved by the Public Works Department.
11. Prior to building permit issuance, a final storm drainage and grading plan shall be submitted to the Public Works Department for review and approval.
12. Permit issuance shall be subject to conformance to all off-site improvements and/or traffic mitigation measures specified in the Mitigated Determination of Non-significance.
13. Prior to building or grading permit issuance, an erosion control plan, as prepared by a licensed engineer, shall be submitted to the public works department for review and approval. The erosion control measures shall be in place prior to any clearing, grading, or construction. Erosion control and sediment control practices must be used on the construction site and on adjacent areas disturbed by the subject site development to prevent upland sediments from entering the natural stormwater drainage system. The site must be carefully monitored to determine effectiveness of the plan. The plan must be upgraded as necessary during the construction period.
14. All areas disturbed or newly created by construction activities must be revegetated, use bioengineering techniques, use clean durable riprap, or some other equivalent type of protection against erosion when other measures are not practical.
15. The project shall conform to all Public Works Standards including, but not limited to, installation of half-width street frontage improvements.
16. The project shall be developed with an on-site driveway at least 5 feet from the property line to allow for required sideyard landscaping, unless the applicant can negotiate with the abutting property owner for the shared driveway access indicated on the submitted site plan. If the applicant opts for a shared driveway access, an access easement with an additional 5-foot landscape easement, shall be recorded with the Pierce County Auditor's office prior to permit issuance.

17. If the project is developed with a shared driveway access, the drainage and grading plan required under condition #11 shall include details for all grading on the abutting parcel necessary to develop the driveway.
18. Prior to permit issuance, the applicant shall received approval from both the City and the Pierce County Auditor's office for a lot line combination which combines all lots on the proposed site plan into one lot and which eliminates or relocates any easements indicated on the existing short plat which run under proposed structures.

Project Planner: Steve Osguthorpe, AICP
Associate Planner



Date: April 15, 1998



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CAROL MORRIS, CITY ATTORNEY
SUBJECT: PROPOSED RESOLUTION ON INDEMNIFICATION
DATE: JUNE 18, 1998

INFORMATION/BACKGROUND

As you are probably aware, plaintiffs are frequently naming individual city officials and officers as defendants in lawsuits which were formerly brought against the municipality alone. In a recent case, the Washington State Supreme Court imposed liability on individual council members, mayors and city officials under 42 U.S.C. § 1983 for action purportedly taken within the scope of official duties.

Pursuant to RCW 4.96.041, the City of Gig Harbor may establish a procedure to allow an officer, employee or volunteer to request the Council to authorize the defense of an action or proceeding brought against him or her individually at the City's expense. The attached resolution establishes a procedure consistent with the statute for the defense and payment of any judgment imposed on the officer, employee or volunteer.

FISCAL IMPACTS

The proposed resolution is consistent with the City's current insurance policy. There would be no financial impact as a result of the adoption of this resolution.

RECOMMENDATION

The City Attorney's office recommends that the Council move to adopt this resolution.

RCW 4.96.041 Action or proceeding against officer, employee, or volunteer of local governmental entity – Payment of damages and expensed of defense.

496041

(1) Whenever an action or proceeding for damages is brought against any past or present officer, employee, or volunteer of a local governmental entity of this state, arising from acts or omissions while performing or in good faith purporting to perform his or her official duties, such officer, employee, or volunteer may request the local governmental entity to authorize the defense of the action or proceeding at the expense of the local governmental entity.

(2) If the legislative authority of the local governmental entity, or the local governmental entity using a procedure created by ordinance or resolution, finds that the acts or omissions of the officer, employee, or volunteer were, or in good faith purported to be, within the scope of his or her official duties, the request shall be granted. If the request is granted, the necessary expenses of defending the action or proceeding shall be paid by the local governmental entity. Any monetary judgement against the officer, employee, or volunteer shall be paid on approval of the legislative authority of the local governmental entity or by a procedure for approval created by ordinance or resolution.

(3) The necessary expenses of defending an elective officer of the local governmental entity in a judicial hearing to determine the sufficiency of a recall charge as provided in RCW 29.82.023 shall be paid by the local governmental entity if the officer requests such defense and approval is granted by both the legislative authority of the local governmental entity and the attorney representing the local governmental entity. The expenses paid by the local governmental entity may include costs associated with an appeal of the decision rendered by the superior court concerning the sufficiency of the recall charge.

(4) When an officer, employee, or volunteer of the local governmental entity has been represented at the expense of the local governmental entity under subsection (1) of this officer, employee, or volunteer was acting within the scope of his or her official duties, and a judgment has been entered against the officer, employee, or volunteer under chapter 4.96 RCW or 42 U.S.C. Sec. 1981 et seq., thereafter the judgement creditor shall seek satisfaction for nonpunitive damages only from the local governmental entity, and judgment for nonpunitive damages shall not become a lien upon any property of such officer, employee, or volunteer. The legislative authority of a local governmental entity may, pursuant to a procedure created by ordinance or resolution, agree to pay an award for punitive damages.

[1993 c 449 § 4; 1989 c 250 § 1; 1979 ex.s. c 72 § 1. Formerly RCW 36.16.132.]

Notes:

Purpose – Severability—1993 c 449: See notes following RCW 4.96.010.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LEGAL ACTIONS BROUGHT AGAINST CITY OFFICIALS, OFFICERS AND EMPLOYEES, PROVIDING FOR LEGAL REPRESENTATION FOR CONDUCT, ACTS AND OMISSIONS PERFORMED ON BEHALF OF THE CITY AND WITHIN THE SCOPE OF THEIR SERVICE OR EMPLOYMENT; PROVIDING FOR THE TERMS, CONDITIONS AND EXCEPTIONS FROM SUCH REPRESENTATION AND INDEMNIFICATION; SPECIFYING THE CIRCUMSTANCES UNDER WHICH CLAIMS AGAINST CITY OFFICIALS AND EMPLOYEES WILL BE PAID BY THE CITY; REPEALING ALL PRIOR RESOLUTIONS AND POLICIES ON THE SAME SUBJECT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

Section 1. Conditions Under Which City Will Provide Legal Representation.

A. As a condition of service or employment the City shall provide to an official or employee, subject to the conditions and requirements of this resolution, and notwithstanding the fact that such official or employee may have concluded service or employment with the City, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the City in their capacity as a City official or employee, omission is specifically excluded under Section 3 herein. The City Council shall, in its sole discretion, determine whether the fees and costs of any legal representation provided under this resolution are "reasonably necessary" for the defense of an official or employee, and

are subject to reimbursement.

B. The legal services shall be provided by the office of the City Attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise; or
2. A conflict of interest or ethical bar exists with respect to said

representation.

C. In the event that outside counsel is retained under subparagraph B(1) above, the City shall indemnify the employee from the reasonable costs of defense, provided that in no event shall the officer or employee be indemnified for attorney's fees in excess of the hourly rates established by the City's contract with the attorney selected by the City. The officer or employee shall be liable for all hourly charges in excess of said rate, and for any fees and costs determined not to be "reasonably necessary" for the official or employee's defense, as determined by the City Council.

Section 2. Exclusions.

A. In no event shall protection be offered under this resolution by the City to:

1. Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct of an official or employee;
2. Any act or course of conduct of an official or employee which is not performed on behalf of the City;
3. Any act or course of conduct which is outside the scope of an official's or employee's service or employment with the City; and/or
4. Any lawsuit brought against an official or employee by or on behalf of the City.

B. Nothing herein shall be construed to waive or impair the right of the City Council to institute suit or counterclaim against any official or employee nor to limit its ability to discipline or terminate an employee.

C. The provisions of this resolution shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or the official or employee is insured against loss or damages under the terms of any valid insurance policy, provided that this resolution shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this resolution are intended to be secondary to any contract or policy of insurance owned or applicable to any official or employee. The City shall have the right to require an employee to utilize any such policy protection prior to requesting the protection afforded by this resolution.

Section 3. Determination of Exclusion. The determination of whether an official or employee shall be afforded a defense by the City under the terms of this resolution shall be made by the City Council on the recommendation of the Mayor and City Administrator. The decision of the City Council shall be final as a legislative determination and shall be based upon a finding that the claim or suit against an official or employee is excluded under Section 3 above.

Nothing herein shall preclude the City from undertaking an officer or employee's defense under a reservation of rights. This reservation of rights shall include, but not be limited to, the officer or employee's written agreement to reimburse the City for all attorneys' fees and costs incurred by the City under the circumstances described in Section 7(B) of this Resolution.

The determination as to whether to furnish a defense as provided under this resolution to a member or members of the City Council shall be made without the vote of such member or

members of the City Council unless the inclusion of such member or members is required for a quorum. Provided, that if a claim or lawsuit affects a quorum or greater number of the members of the City Council, all such affected members shall retain their voting privileges under this section.

Section 4. Representation and Payment of Claims - Conditions. The provisions of this resolution shall apply only when the following conditions are met:

A. In the event of any incident or course of conduct potentially giving rise to a claim for damage or the commencement of a suit, the official or employee involved shall, as soon as practicable, give the City Attorney written notice thereof, identifying the official or employee involved, all information known to the official or employee involved, all information known to the official or employee with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or lawsuit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses.

B. Upon receipt thereof, the official or employee shall forthwith deliver any claim, demand, notice or summons or other process relating to any such incident or conduct to the City Attorney, and shall cooperate with the City Attorney or an attorney designated by the City, and, upon request, assist in making settlement of any suit and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the City because of any damage or claim of loss arising from said incident or course of conduct, including, but not limited to, rights of recovery for costs and attorneys' fees arising out of state or federal statute upon a determination that the suit brought is frivolous in nature.

C. Such official or employee shall attend interviews, depositions, hearings and trials and shall assist in securing and giving evidence and obtaining attendance of witnesses all without any additional compensation to the official or employee and, in the event that an employee has left the employ of the City, no fee or compensation shall be provided; and

D. Such official or employee shall not accept nor voluntarily make any payment, assume any obligation, or incur any expense relating to said claim or suit; other than for first aid to others at the time of any incident or course of conduct giving rise to any such claim, loss, or damage.

Section 5. Effect of Compliance with Conditions. If legal representation of an official or employee is undertaken by the City Attorney, all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the City Council shall make a decision, based on the exclusions set forth in Section 3 of this Resolution, whether to pay such judgment or settlement not otherwise covered by insurance, and the City Council may at its discretion appeal as necessary such judgment.

Section 6. Failure to Comply with Conditions. In the event that any official or employee fails or refuses to comply with any of the conditions of Section 5 of this resolution, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions for indemnification in this resolution shall be inapplicable, and have no force or effect with respect to any such claim or litigation.

Section 7. Reimbursement of Incurred Expenses.

A. If the City determines that an official or employee does not come within the provisions of this resolution, and a court of competent jurisdiction later determines that such

claim does come within the provisions of this resolution, then the City shall pay any judgment rendered against the official or employee and the reasonable attorney's fees incurred by the official or employee in defending against the claim. The City shall pay any costs and reasonable attorney's fees incurred in obtaining the determination that such claim is covered by the provisions of this resolution. Provided, if a court of competent jurisdiction determines that such claim does not come within the provisions of this resolution, then the official or employee shall pay the City's costs and reasonable attorney's fees incurred in obtaining the determination that such claim is not covered under the provisions of this resolution.

B. If the City determines that a claim against a City official or employee does come within the provisions of this resolution, and a court of competent jurisdiction later finds that such claim does not come within the provisions of this resolution, then the City shall be reimbursed by the official or employee for attorneys' fees, costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this resolution, as well as all of the attorneys' fees and costs incurred by the City in the official or employee's defense that are not covered by the City's insurance.

Section 8. Conflict with Provisions of Insurance Policies. The indemnification provisions of this resolution do not constitute a policy of insurance, and nothing contained in this resolution shall be construed to modify or amend any provisions of any policy of insurance where any City official or employee thereof is the named insured. In the event of any conflict between this resolution and the provisions of any such policy of insurance, the policy provisions shall be controlling; provided however, that nothing contained in this section shall be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this resolution, it being the

intent of this resolution and section to provide the coverage detailed in this resolution only outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this resolution.

Section 9. Pending Claims. The provisions of this resolution shall apply to any pending claim or lawsuit against an official or employee, or any such claim or lawsuit thereafter filed, without regard to the date of the events or circumstances which are the basis of such claim or lawsuit.

Section 10. Definitions. Unless the context indicates otherwise, the words and phrases used in this resolution shall have the following meanings:

A. "Official". Any person who is serving or has served as an elected or appointed City official or officer, and any person who is serving or has served as an appointed member of any City board, commission, committee or other appointed position with the City. The term appointed as used herein shall mean a person formally appointed by the City Council or as authorized by State law or City ordinance.

B. "Employee". Any person who is or has been employed by the City.

Section 11. Resolution Subject to Repeal. This resolution is subject to repeal or modification at the sole discretion of the City Council, provided, that such repeal or modification shall apply prospectively only, and shall have no effect upon the obligation to indemnify and/or defend against any claim which is based, in whole or in part, upon any act or omission of an official occurring prior to the effective date of the repeal or modification.

Section 12. Severability. If any section, sentence, clause or phrase of this resolution should be 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, sentence, clause or phrase of this resolution.

Section 13. Repealer. Any and all previous resolutions or policies on the same subject expressed in this Resolution are hereby repealed and of no further effect.

Section 14. Effective Date. This resolution shall be effective immediately upon passage by the Gig Harbor City Council.

PASSED by the City Council of the City of Gig Harbor this _____ day of _____, 1998.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

BY: _____
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY, CAROL A. MORRIS

FILED WITH THE CITY CLERK: 6/17/98
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO.



WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 1025 E. Union, P.O. Box 43075
Olympia, WA 98504-3075
(360) 664-0012

RECEIVED

JUN 11 1998

DATE: 6/05/98

CITY OF GIG HARBOR

TO: CITY OF GIG HARBOR

RE: NEW APPLICATION

License: 080840 - 2E County: 27
Tradename: CHROME GRILL RESTAURANT & LOUNGE
Loc Addr: 6712 38TH AVE NW
GIG HARBOR WA 98335

Mail Addr: PO BOX 492
GIG HARBOR WA 98335-0492

Phone No.: 253-858-8444 JAMES TALLMAN

APPLICANTS:

MEMORY LANE RECREATION CENTER, L.L.C.

TALLMAN SR, JAMES O 11-05-31 534-30-5780
TALLMAN, DIAN M 06-29-38 533-34-9501

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

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required you must submit a written request for an extension of up to 20 days. An extension of more than 20 days will be approved only under extraordinary circumstances.

- | | | |
|--|--------------------------|--------------------------|
| | YES | NO |
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: MAY INFORMATION FROM PD
DATE: JUNE 10, 1998

Attached are the activity statistics for May 1998 for your review.

The Reserves contributed 183 hours of service in May. This included 147 hours of patrol time, 5 hours administrative duties, and 31 hours assigned to special details.

The Marine Services Unit worked 104 hours in May. This was divided between patrol time, training courses, and administrative duties. The officers went on 2 dispatched calls, one call for assistance, and performed two inspections. Two officers completed the Basic Marine Law Enforcement course conducted by the state. This gives us five personnel who are trained to operate our patrol boat.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

May 1998

	<u>MAY</u> <u>1998</u>	<u>YTD</u> <u>1998</u>	<u>YTD</u> <u>1997</u>	<u>%chg to</u> <u>1997</u>
CALLS FOR SERVICE	<u>396</u>	<u>1959</u>	<u>1560</u>	<u>+ 25</u>
CRIMINAL TRAFFIC	<u>28</u>	<u>114</u>	<u>64</u>	<u>+ 78</u>
TRAFFIC INFRACTIONS	<u>129</u>	<u>425</u>	<u>244</u>	<u>+ 74</u>
DUI ARRESTS	<u>13</u>	<u>54</u>	<u>18</u>	<u>+ 200</u>
FELONY ARRESTS	<u>8</u>	<u>19</u>	<u>31</u>	<u>= 38</u>
MISDEMEANOR ARRESTS	<u>21</u>	<u>67</u>	<u>61</u>	<u>+ 9</u>
WARRANT ARRESTS	<u>9</u>	<u>50</u>	<u>24</u>	<u>+ 108</u>
CASE REPORTS	<u>125</u>	<u>547</u>	<u>414</u>	<u>+ 32</u>
REPORTABLE VEHICLE ACCIDENTS	<u>13</u>	<u>58</u>	<u>60</u>	<u>= 3</u>