

Gig Harbor City Council Meeting

**May 9, 2011
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, May 9, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of April 25, 2011.
2. Correspondence / Proclamations: a) Relay for Life Week; b) Letter from Trader Joe's.
3. Liquor License Action: a) Special Occasion Liquor License – GHYC Junior Sail Program; b) Application – Java and Clay Café.
4. Receive and File: a) Minutes of Council Retreat, April 22, 2011; b) Minutes of Boards and Candidate Review Committee, April 25, 2011; c) GHPD 1st Quarter Report.
5. Appointment to Park Commission.
6. SR16/Burnham/Borgen Interchange Improvements – Year 2 Wetland Monitoring / David Evans and Associates.
7. SR16/Burnham/Borgen Interchange Improvements – WSDOT Maintenance Agreement.
8. 2011 Pavement Maintenance and Repair Project – Construction Contract.
9. Approval of Payment of Bills for May 9, 2011: Checks #66824 through #66917 in the amount of \$375,479.31.
10. Approval of Payroll for the Month of April: Checks #6237 through #6253 in the amount of \$304,252.02.

PRESENTATIONS:

1. Proclamation: Relay for Life Week – Alexa Jones.
2. Recognizing Paul Nelson, Court Administrator.

OLD BUSINESS:

1. Second Reading of Ordinance – Establishing HBZ State Sales Tax Credit.
2. Donkey Creek Daylighting Project – Construction Costs Presentation / Murray, Smith and Associates.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Interim DB Parking Provisions for Existing Buildings.
2. Public Hearing and First Reading of Ordinance – Restaurant Parking Requirements.
3. First Reading of Ordinance –Graffiti Control.
4. First Reading of Ordinance – Solicitation of Vehicle Occupants on Public Roadways.

STAFF REPORT:

1. AWC Project of the Year Award.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council / Planning Commission Joint Worksession: Thu. May 12th at 5:30 p.m.
2. City Council Worksession – HBZ Project List: Mon. May 16th at 5:30 p.m.
3. Operations & Public Projects Committee: Thu. May 19th at 3:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – April 28, 2011

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

CALL TO ORDER: 5:31 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of April 11, 2011.
2. Receive and File: a) PCRC Annual General Meeting Announcement; b) Minutes of April 4, 2011 Planning/Building Committee; c) Minutes of April 4, 2011 Finance / Safety Committee; d) 2011 First Quarter Financial Report; e) Gig Harbor Boat Shop 2010 Annual Report.
3. Liquor License Action: a) Renewals: Walgreens; Anthony's at Gig Harbor; Kelly's Café; Tanglewood Grill; Bistro Satsuma; and Blazing Onion Restaurant; b) Application: Farmers Market; c) Special Occasion – Soroptomists.
4. Correspondence / Proclamations: 2011 Travel and Tourism Week.
5. Resolution No. 860 – Amendments to 2011 Employee Flex Plan.
6. Boys and Girls Club Subgrant Agreement.
7. Boys and Girls Club HUD Agreement.
8. Eddon Boat Park – AHA-1 Property (DOE Approval of Memorandum of Understanding) – Amendment to Environmental Covenant.
9. Approval of Payment of Bills for April 25, 2011: Checks #66729 through #66823 in the amount of \$287,981.33.

MOTION: Move to adopt the Consent Agenda as presented.
Kadzik / Malich - unanimously approved.

PRESENTATIONS:

1. Swearing-in Ceremony: Reserve Officers Jennifer Moots and James Oxier. Chief of Police Mike Davis presented the background for new Reserve Officers Jennifer Moots and James Oxier; Mayor Hunter performed the ceremony.

2. Peninsula Communities of Faith - Plan to Assist and End Homelessness. Steve Wickline, Executive Director of Peninsula Communities of Faith, highlighted the organization's goals and mission to address the increasing problem of homelessness in our area.

OLD BUSINESS:

1. Second Reading of Ordinance – Definition of Gross Income for B&O Utility Tax. Finance Director David Rodenbach presented this ordinance allowing a deduction for bad debts on the total gross income upon which business and occupation tax is computed.

MOTION: Move to adopt Ordinance No. 1205 as presented.
Kadzik / Young – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Establishing HBZ State Sales Tax Credit. Mr. Rodenbach presented this ordinance that would imposing a 65.5% retail sales and use tax within the Hospital Benefit Zone. He explained that it doesn't impose a new tax, but is a mechanism for the city to attain up to 2 million per year from the State provided the city has matching funds from the prior year. He explained that the ordinance has to be adopted and to the state by May. He addressed questions and said it will return for a second reading at the next meeting.

STAFF REPORT:

Request to Use the Civic Center as a Voting Center. Pierce County Elections has asked to use the Civic Center as a voting center for citizens needing extra assistance. After discussion, Councilmembers agreed that the use was appropriate and asked staff to determine whether Pierce County has been charged for other polling places. They recommended that legal counsel draft an Interlocal agreement between Pierce County and the City to clarify the intent.

PUBLIC COMMENT:

David Bailey – 3824 101st Ct. NW. Mr. Bailey explained that due to the rising cost of food he wants to plant a garden, but has problems with crows and squirrels. He referenced GHMC 9.20.020(b) regarding the legality of using an air gun to "inflict injury upon persons or animals." He asked if the language could be changed to add a definition for varmints that could be eliminated from your own yard.

Council asked that this be added to the next agenda for the Finance / Safety Committee meeting.

Sam Dodge – 812 North Herron Road, KPN, Home, WA. Mr. Dodge asked to open a dialogue on compassionate care medical marijuana dispensaries. He said with the medical presence here in Gig Harbor and the elderly population, he would like the city to discuss the issue and come up with a decision.

Angela Belbeck, City Attorney, explained that the medical marijuana bill passed in the House and Senate and was awaiting the Governor's signature.

Mr. Dodge said that the Governor won't sign because she has been intimidated by the Federal Agents, but the old rules are still in place. The new bill was to re-define the parameters. When asked if Mr. Dodge wanted one located in Home, he responded that because of the hospital and clinics in Gig Harbor, it would be a good location.

John Bass – 3503 Harborview Drive. Mr. Bass spoke in favor of the change that would allow the two restaurants in the Millville area to remain open later in the evening and to serve beer and wine. He said that as a resident there, he doesn't see any negative impact to the change and it would attract boaters.

Ms. Belbeck said that a public hearing will be scheduled on the ordinance and it would be appropriate to take public comment at that time.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Franich said that he had to leave the Council Retreat early, but he understands that the plan is to move forward with a different plan to Daylight Donkey Creek than the one proposed by the consultant. The new plan has a 2.8 million dollar budget which is a very large sum and he recommended that we should get public input to determine whether the money is better spent on this or other projects. He said it would be beneficial to refresh their memory and to get their opinion.

After discussion it was decided to hold a public meeting on the project after the consultant presents their information at the May 9th Council Meeting.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning / Building Committee – Mon. May 2nd at 5:15 p.m.
2. City Council / Planning Commission Joint Worksession: Thu. May 12th at 5:30 p.m.

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

MOTION: Move to go into Executive Session at 6:22 p.m. for approximately twenty minutes to discuss potential litigation per RCW 42.30.110(1)(i).

Conan / Kadzik – unanimously approved.

MOTION: Move to return to regular session at 6:43 p.m.

Franich / Conan – unanimously approved.

MOTION: Move to adopt Ordinance No. 1206 relating to land use and zoning, adopting an immediate emergency moratorium on the establishment of medical marijuana dispensaries, production facilities, and processing facilities within the city; defining terms, setting a date for a public hearing on the moratorium, establishing six months as the tentative effective period until the council public hearing on the continued maintenance of the moratorium and declaring an emergency necessitating immediate adoption of a moratorium. The date of the public hearing is scheduled for June 13, 2011.

Young / Conan –

Legal Counsel Angela Belbeck answered questions about public hearing requirements. Councilmember Young explained that the moratorium is necessary in order to address ambiguity in current law.

RESTATED MOTION: Move to adopt Ordinance No. 1206 relating to land use and zoning, adopting an immediate emergency moratorium on the establishment of medical marijuana dispensaries, production facilities, and processing facilities within the city; defining terms, setting a date for a public hearing on the moratorium, establishing six months as the tentative effective period until the council public hearing on the continued maintenance of the moratorium and declaring an emergency necessitating immediate adoption of a moratorium. The date of the public hearing is scheduled for June 13, 2011.

Young / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 6:50 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized: Tracks 1002 – 1017

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

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

WHEREAS, Relay For Life is the signature activity of the American Cancer Society and celebrates cancer survivors and caregivers, remembers loved ones lost to the disease, and empowers individuals and communities to fight back against cancer; and

WHEREAS, money raised during Relay For Life of Gig Harbor supports the American Cancer Society’s mission of saving lives and creating a world with less cancer and more birthdays – by helping people stay well, by helping people get well, by finding cures for cancer and by fighting back; and

WHEREAS, Relay For Life helped fund more than \$150 million in cancer research last year, and Gig Harbor alone raised \$160,000 last year; and

NOW, THEREFORE, I, Charles Hunter, Mayor of the City of Gig Harbor, do proclaim May 9th through the 14th, as

"RELAY FOR LIFE DAYS"

in Gig Harbor and encourage citizens to participate in the Relay For Life event at Goodman Middle School on June 17th through the 19th.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 9th day of May.

Mayor, City of Gig Harbor

Date

TRADER JOE'S COMPANY
Unique foods and beverages at prices everyone can afford

CORPORATE OFFICE
800 S. SHAMROCK AVENUE
MONROVIA, CA 91016
(626) 599-3771 • FAX (626) 599-3871

RECEIVED
MAY - 2 2011
CITY OF GIG HARBOR

April 26, 2011


Chuck Hunter
Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mr. Hunter:

Thank you for your letter of February 10. I appreciate the information you provided about Gig Harbor. We're fortunate to have many customers and admirers who want us to open stores in their communities. Given our moderate expansion plan (15-20 stores per year spread throughout the states west of Chicago), however, we don't have the ability to open stores in every community that wants us.

Each year we review the potential for new stores and develop a real estate plan for the following two years. A Gig Harbor store isn't in our plans at this time. Thanks again for your input.

Very Truly Yours,



DOUGLAS YOKOMIZO
Vice President Real Estate

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

TO: MAYOR OF GIG HARBOR

April 19, 2011

SPECIAL OCCASION # 094479

GIG HARBOR YACHT CLUB JUNIOR SAIL PROGRAM
 8209 38TH AVE
 GIG HARBOR, WA 98335

DATE: JUNE 13 2011

TIME: 6 PM TO 11 PM

PLACE: GIG HARBOR YACHT CLUB 9209 38TH AVE, GIG HARBOR

CONTACT: MANFRED SCHMIEDL

253-225-9700

SPECIAL OCCASION LICENSES

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

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

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

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <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

NOTICE OF LIQUOR LICENSE APPLICATION



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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 5/02/11

UBI: 602-553-144-001-0001

License: 407583 - 1U County: 27
Tradename: JAVA & CLAY CAFE
Loc Addr: 3210 HARBORVIEW DR
GIG HARBOR WA 98335-2101
Mail Addr: PO BOX 1537
GIG HARBOR WA 98335-3537
Phone No.: 253-851-3277 RANDY BLUE

APPLICANTS:
JAVA & CLAY CAFE, LLC
BLUE, KELLY JO 1976-06-30
BLUE, RANDOLPH LEE 1965-12-21

Privileges Applied For:
DIRECT SHIPMENT RECEIVER-IN/OUT WA
BEER/WINE REST - BEER/WINE
OFF PREMISES

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

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

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

**Gig Harbor City Council Retreat
April 22, 2011 8:30 a.m.
Community Room A/B**

Call to order: 8:32 a.m.

Members Present: Mayor Hunter, City Councilmembers Ekberg, Franich, Conan, Payne and Kadzik. Councilmember Young joined the meeting at 10:00 a.m. Councilmember Malich was absent.

Staff Present: Rob Karlinsey, Paul Nelson, Mike Davis, Jeff Langhelm, Steve Misiurak, Dick Bower, David Rodenbach, Tom Dolan, Jennifer Kester, Peter Katich, Laureen Lund, Barb Tilotta, Kay Johnson, Lita Dawn Stanton, Marco Malich, Darrell Winans and Molly Towslee.

After roll call, Mayor Hunter explained that the intent to talk about items with an asterisk. He encouraged anyone who had an item that they would like added to do so.

The group went through the list of objectives commenting and discussing the following:

Administration / Finance

1. Gig Harbor Arts Commission. Because there isn't much for the commission to work on at this time, consider changing the GHAC to an Ad Hoc status. After discussion Council recommended keeping it as is and letting them cancel any unnecessary meetings.
2. Activate the Hospital Benefit Zone. The bill passed through the House and Senate and is at the Governor's for signature. Staff and Mayor proposed a "top-ten" list of projects that could be constructed with the HBZ Funds, including a five-year implementation plan. An ordinance to activate the HBZ is scheduled for the next Council meeting. Council asked for a workstudy session to be scheduled to allow further discussion of the list of projects. Mr. Karlinsey stressed the need for roadway repair, adding that Emily Appleton is working on a roadway analysis report.
3. Transportation Benefit District. Opportunity authorized by the state to help fund improvements within an established district. Council recommended forming the benefit district then put together a voter-approval package.
4. Downtown Business Plan – next steps. The Mayor recommended several steps to facilitate and encourage economic recovery for the downtown. Tom Dolan and Jennifer Kester gave an overview of an interim ordinance to allow businesses in the downtown to change uses without triggering the need for more parking. There was discussion on the market analysis and the need for businesses that will appeal to the local residents rather than relying upon tourism. The city will work with the Main Street Program for outreach to the stakeholders and to implement the plan.

Marketing

1. **Special Event Permitting.** Staff recommended an amendment to the city's current requirement that only non-profits are allowed to sponsor events on public property. This would allow for-profits to sponsor events such as fun-runs, skateboard exhibitions, soccer tournaments and more. These types of events would generate money for the local economy. In addition there is a need to streamline the special event process. After discussion, a recommendation was made to bring back a proposal for the types of events that would be allowed, the number of times per year, and which parks would be available. Staff was asked to keep minimal impact to the community in mind. It could be implemented for a year to see how it goes.

Building / Fire Safety

1. **Revive annual fire inspection program.** Business licenses were increase to help cover the cost of fire inspections, but it will only cover about half of the \$50,000 quoted by the fire district. Options discussed were to pass on the cost to the businesses being inspected, partner with the Chamber of Commerce for the remaining cost, or to absorb the cost. Council recommended contracting with Pierce County to do the inspections and absorbing the additional cost for a year to see how the program goes. Rob Karlinsey said that he will discuss the program with the employee guild.
2. **Temporary Building Inspector Position.** After an overview of the increase in building permit activity, Dick Bower explained that the increase in permit fees should cover the cost of a temporary position. He said that with only two inspectors the level of service is declining. Council gave the approval to proceed.

Planning

1. **Shoreline Master Program Update.** The Planning Commission has approved recommendations to forward to City County for consideration. Peter Katich presented an overview of the review timeline schedule. Council praised staff and the Planning Commission for their work on this difficult project. After some discussion, Tom Dolan said that staff is very supportive the recommendations coming from the Planning Commission. He added that the \$90,000 grant was almost spent and it may take another \$10,000 to complete the task, which may be absorbed by the existing Planning Budget and/or funding from the Department of Ecology. If not a budget amendment may be needed.
2. **FEMA National Flood Insurance Program & NMFS Biological Opinion.** Staff provided information on the NMFS Biological Opinion as it relates to FEMA's National Flood Insurance Program. Council was presented with four options, the fourth being to withdraw from FEMA's program which could result in loss of possible FEMA grants and disaster relief funds. Staff made a recommendation to go with Option 2 – Utilize local jurisdiction regulatory programs such as Shoreline, Critical Areas and Stormwater regulations which would be sent to FEMA and NMPHS for evaluation. After discussion Council directed staff to go ahead with Option 2 and report back.
3. **Millville Restaurants – Beer & Wine / Hours.** Staff presented an overview of the proposed ordinance to extend business hours and allow restaurants in this zone to serve beer and wine that is scheduled for the May 23rd meeting. Council discussed the impact on the surrounding neighborhood if these changes were to be made. Comments ranged from "little negative impact" to "it would degrade the neighborhood." Staff was directed to notice as many neighbors as possible and let them know that comments would be accepted by phone, e-mail or letter.
4. **Harbor Hill Development Agreement with OPG.** Rob indicated that this had been completed in 2010.

Police

1. Panhandlers Ordinance. Council was presented with an overview of the illegal activity associated with the five regular panhandlers and the increase in complaints from the community. The Finance/Safety Committee reviewed the information and recommended an ordinance to come to full Council. This is scheduled for May 9th.
2. South Sound 911 Agency. There is a Federal requirement to move from the narrowing VHF bands within two years and jurisdictions in Pierce County are looking for a way to develop a standalone system. A proposal will go to the voters for a funding mechanism. The money the city pays currently for LESA services will go towards the new organization, which should be lower than we currently pay. A suggestion was made that the new Charter use Pierce County Regional Council as their Board. More information will be presented to Council on May 23rd.

Public Works Projects

1. Delay Impact/Connection Fee Due Date to Promote Development. Because this bill died in the legislature, Council was asked if they wanted staff to continue to pursue this. After discussion, staff was directed to do nothing.

Street Capital

1. SW Corner Facelift and Clock, Harborview & Pioneer Intersection. The cost to do the project in-house is estimated at \$18,000 (\$11,000 labor). After presenting the history of the clock project, Councilmember Kadzik explained that the city is being asked to absorb the engineering and construction costs for the project, an investment of less than \$10,000. Council discussed the project and learned that Staff is already working on the design and the necessary easements. The Mayor determines whether this is included to the 2012 budget.

Parks

1. State-Funded Art at Eddon Boat Park. A committee was formed to manage the \$40,000 state grant for public art to determine placement, select an artist and review the design. Because the grade changes at Eddon Boat Park haven't been completed, the group is requesting that the Public Works Crew make the improvements that will allow more flexibility in locating the art. The \$22,000 currently budgeted for beach improvements won't even cover the cost of permitting and preparing the site ready for improvements. This is a 2012 budget consideration.
2. Performing Arts Center. Staff presented a range of options if Council chooses to support for this proposal. Council concurred that no monetary support is available, but the Gig Harbor Arts Commission could volunteer their time but without any staff obligation. The group suggested that they arts alliance could form a district similar to the Metropolitan Parks to raise the necessary funds. Staff will draft a resolution of support that doesn't commit city resources.
3. Donkey Creek Daylighting and Austin Estuary. Staff presented an outline of key points and draft budget summary, explaining that the main premise for their recent proposal was to stay within budget and to comply with all agencies. There was discussion on the elements of the project, whether it meets the intent of the original goal, and how to proceed. Staff was directed to explore funding options for moving ahead with the full pedestrian bridge project and to ask the consultant, MSA, to come back with a report on the risk and benefits of both options.

4. Rohwer Property. The process is in place to evict the current tenant and Council was asked what they would like to do with the property due to the poor condition of the buildings. There was discussion on using this property for a possible satellite sewer treatment facility. The consensus was to keep the property and to explore a controlled burn of the buildings through PCFPD #5.
5. Crescent Creek Play Structure. Staff presented the request to match the fund-raising efforts to replace the play equipment. The latest report was that the existing play equipment will last several years to facilitate the fund-raising time-line. A suggestion was made to split the request for \$100,000 matching funds 50/50 between the 2012 and 2013 budgets.
6. Fuel Dock Guiding Principles. Council was asked for the city's position in writing. The group reviewed the guiding principles proposed by the Mayor and made recommendations for changes to the language. This will come to Council for final approval at a future Council Meeting.

Rob Karlinsey announced that Court Administrator Paul Nelson had resigned to go work for Chelan County District Court. He said he would ask Paul to come to the May 9th meeting to be recognized. He also said he would like to work with Prothman Inc. to fill the gap and allow 6-9 months the work through the hiring process.

The meeting adjourned at 12:50 p.m.

Respectfully Submitted:

Molly Towslee, City Clerk



BOARDS AND COMMISSIONS CANDIDATE REVIEW COMMITTEE

DATE: February 28, 2010
TIME: 4:00 p.m.
LOCATION: Community Rooms A&B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Councilmembers Ekberg and Kadzik. Councilmember Franich could not attend.

New Business:

1. Interview Candidate for the Parks Commission – one opening.

Amanda Stanton was asked to give a brief overview of her background. Some of the highlights from her background:

- BA in Recreation and Tourism.
- Worked for parks districts with a focus on preservation and conservation.
- Worked for Metropolitan Parks District at North Bend.
- Focus on programs and upkeep of historic buildings.
- Volunteer coordinator for successful Sound Greenway project; a non-profit that developed the trail system that runs along I-90 from Ellensburg to Seattle.
- Focus on preserving land for passive use.
- Worked with several boards and agencies implementing comprehensive plans, landscape architecture, and capital plans.
- Member of Washington Recreation Association; stays in touch.

Ms. Stanton has lived in Gig Harbor for three years, has small children and is very familiar with our city parks.

When asked about her vision, she responded that she leans toward affordable, quality programming to allow public access to city facilities, but agreed that it's not always a good fit. She explained that programs between the hours of 3-6 p.m. helps to limit crime and allows the teens and parents to become involved with the city. She explained that you have to stay current with the trends and assess what is appropriate as far as equipment and design.

Ms. Stanton said her goals are to tap into the community to see what the citizens want from their parks. She acknowledged that parks budgets are often the first to get cut and so you have to partner to get creative. She said the programs she was involved with started with a very small budget and they increased the fees to cover cost. The programs became very popular and there always was a waiting list. They brought in additional staff as needed based upon that revenue.

Ms. Stanton was asked how she sees her background in tourism combined with recreation. She explained that it's the programming that gets the people here; tourists use natural resources and recreational facilities. She mentioned kayak programs, boat launch fees and said that if something is tourism based and use the city's natural resources, they should pay a fee. She said that parks can be marketed as a beautiful, functional destination.

Ms. Stanton asked what the city's goals for our parks in the next few years. Councilmembers explained the plans for improvements, the variety of types of parks and the cooperation with PenMet Parks, Peninsula School District, and the Wilkinson Garden Group as just a few partnerships. An overview of the budget and grant opportunities were briefly discussed as well as the need for an official dog park, and efforts to open the Wilkinson Barn and the Skansie Netshed for the public to view.

Ms. Stanton finalized by saying that you can do great things working with the parks and being on a board offers such an opportunity. She said she is at a time in her life that she can offer her time.

After discussion the Boards and Candidates Review Committee recommend appointment of Amanda Stanton to serve a three year term. These recommendations will be forwarded to Council at the May 9, 2011 City Council meeting.

There were no further comments; the meeting adjourned at 4:58 p.m.



Subject: Gig Harbor Police 2011 1st Quarter Council Report

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: May 9, 2011

Proposed Council Action: Review and file

Exhibits: Report attached

Initial & Date

Concurred by Mayor: CLH 5/9/11

Approved by City Administrator: _____

Approved as to form by City Atty: N/A

Approved by Finance Director: _____

Approved by Department Head: MD#1 5/4/11

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS *MDH*
 SUBJECT: 2011 1st QUARTER COUNCIL REPORT
 DATE: MAY 9TH, 2011

DEPARTMENTAL ACTIVITIES SUMMARY

- 2011 YTD **calls for service** when compared to 2010 YTD **calls for service** show a *decrease* in calls for service of 55. Through the first quarter of 2011 our officers wrote 11 fewer police reports than the first quarter of 2010.
- **DUI arrests for 2011 YTD** are up by 5 when compared to the same period in 2010 (thanks to the efforts of **Officer Chet Dennis** who already has 10 DUIs to his credit)! Our 2011 YTD **traffic infractions** are up by 183 when compared to the same period in 2010 (**Officers Hicks, Abell and Traffic Officer Allen** are really turning up the heat on traffic violators); and our **criminal traffic citations** increased by 40 in 2011 YTD when compared to the same period in 2010.
- Our **traffic accidents** in 2011 YTD decreased by 6 accidents when compared to the same period in 2010.
- 2011 YTD statistics show our **misdemeanor** arrests decreased by 54 and our **felony arrests** in 2011 YTD are down by three when compared to 2010.

Category	MARCH 2011					
	March 2010	March 2011	Change	YTD 2010	YTD 2011	Change
Calls for Service	683	590	-93	1846	1791	-55
General Reports	183	168	-15	534	523	-11
Criminal Traffic	17	24	7	66	106	40
Infractions	47	116	69	185	368	183
Criminal Citations	23	9	-14	51	56	5
Warrant Arrests	2	1	-1	13	9	-4
Traffic Reports	7	6	-1	31	25	-6
DUI Arrests	5	3	-2	18	23	5
Misdemeanor Arrests	36	33	-3	108	162	54
Felony Arrests	4	5	1	16	13	-3

MARINE SERVICES UNIT:

During the 1st Quarter 2011 the GHPD Marine Service Unit (MSU) was largely inactive with no regular patrols scheduled during the off-season.

A recruitment announcement for the position of MSU Officer was posted and Officer Chet Dennis was selected to become our next MSU officer.

Regular patrols will commence very shortly.

RESERVE UNIT: The Reserve Unit gained two new reserve officers-- Jennifer MOOTS and James OXIER who are both former Explorers.

James Oxier is 23 years old and graduated from Gig Harbor High School in 2006. He then attended Olympic College where he earned his associates degree. He plans on continuing his education and gaining a Bachelor's degree in the future. James has worked for a local family owned company since 2003. James has been married for almost 2 years and looks forward to serving our community.

James' father Randy was a reserve with our Department in the early 80's, so we have a family tradition continuing with the Oxier family.

Jennifer Moots was an Explorer with Gig Harbor PD for approximately 4.5 years where she rose to the rank of Captain. She also graduated from Gig Harbor High School. She has recently been hired on with Pierce County LESA as a police dispatcher.

Jenn was recognized at the Reserve Graduation last Saturday for serving as the class Vice President and finishing 2nd in academics.

Our Reserve Unit, which now has five members contributed over 100 hours of volunteer support during the 1st quarter of 2011. Along with Adam Blodgett this makes three past Explorers who are now serving the City of Gig Harbor as Reserve Officers.

EXPLORER POST: During the first quarter of 2011 our Explorer Post held eight training meetings. The training has included: response to domestic violence, building searches, and handcuffing and searching prisoners. Our post has experienced some turnover and we were down to six Explorers. Our current number is nine and three additional candidates have passed their oral boards. We also have several other interested candidates and our goal is to maintain a post of 12-15 Explorers during the summer.

Explorer Kevin Hayward has stepped up into a leadership position in the post at the rank of Sergeant. Kevin has been tasked with rebuilding the post's command staff and has been working with explorers interested in a leadership position. Ex-Explorer Matt Prior came to visit our last meeting fresh out of Marines basic training and twenty-five pounds lighter. Matt is doing great and is heading off to a month of combat training and then to train with his engineer battalion.

C.O.P.S. (Citizens Offering Police Support): During the first quarter of 2011, the Gig Harbor Police C.O.P.S. Volunteers logged 273.5 hours. All of our COPS were able to attend a portion of the regional crime prevention training in anticipation of our soon-to-be-launched Home Security Survey program. This free service offered to Gig Harbor residents will provide personalized consultation with one of our volunteers to evaluate the safety and security of the resident's home. This goes along with our Vacation Residence Check program (underway now) in which our volunteers randomly check the homes of residents who are out of town.

Other duties performed by our COPS are enforcement of disabled parking violations, sign code violations and transportation of evidence to the various crime labs. This latter task saves an enormous amount of time performing tasks that would otherwise be performed by our paid personnel. Our COPS wrote 14 disabled parking tickets during the 1st Quarter of 2011.

Below are our officer average response times for our Priority 1, 2 and 3 calls for the first quarter of 2011. Priority 1 calls are the most serious calls and usually involve an in-progress crime. Our goal is to respond to Priority 1 calls within 4 minutes 90% of the time. Our 2011YTD Priority 1 response time average of 3.49 is right on the mark. Our overall average response time of 6.89 minutes is also excellent.

2011 Response Times

	P1	P2	P3
January	2.28	7.7	9.79
February	5.04	7.51	9.58
March	3.15	5.78	11.18
April			
May			
June			
July			
August			
September			
October			
November			
December			
YEARLY AVERAGE Minutes	3.49	7.00	10.18

Below are our 2011 1st Quarter performance measures and workload indicators.

POLICE
2011 1st Quarter
Performance Measures

	2010 1 st Qtr	2011 1 st Qtr	2010 Actual	2011 YTD
Number of traffic infractions and citations written	251	474	1280	474
Number of felony arrests	16	13	65	13
Number of misdemeanor arrests	108	162	421	162
Number of DUI arrests	18	23	68	23
Number of warrant arrests	5	22	54	22
UCR Violent crimes per 1000 population	*	*	*	*
UCR Property crimes per 1000 population	*	*	*	*
Average police emergency response time in minutes	7.31	6.89	7.17	6.89

- 2010 final report will be out in June 2011

Workload Measures

	2010 1 st Qtr	2011 1 st Qtr	2010 Actual	2011 YTD
Number of dispatched calls for service	1845	1791	8384	1791
Number of office walk in requests for service	548	599	2614	599
Number of cases assigned for follow-up	70	23	214	23
Number of reportable traffic accidents	44	25	156	25
Number of police reports written	534	523	2130	523

- Final 2010 UCR stats will be published in June

Below you will find the reported traffic accidents for the 1st Quarter of 2011-- out of the 48 accidents during the 1st Quarter, only 4 involved minor injuries.

TRAFFIC ACCIDENTS FOR 1st QUARTER 2011					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
1.1.11	1010	Soundview Dr.	5501		N
1.3.11	1735	Borgen Blvd.	Burnham Dr.		Y
1.6.11	1118	Roby St.	Beardsley Ave.	Neg. Driving 2nd	N
1.10.11	1800	Rosedale St.	Bayridge		N
1.11.11	1735	Stinson Ave.	7100		N
1.14.11	1629	Burnham Dr.	Canterwood Blvd.		N
1.15.11	750	Olympic Dr.	5500		N
1.15.11	1530	Burnham Dr.	Sehmel Dr.		N
1.19.11	1845	Olympic Dr.	Pt.Fosdick Dr.	Fail To Obey Traffic Control	
1.20.11	1500	Pt. Fosdick Dr.	4700		N
1.24.11	1900	Rosedale St.	Stinson Ave.		
1.25.11	730	Canterwood Blvd.	Burnham Dr.		N
1.25.11	1600	Harbor Country Dr.	4425		N
1.25.11	1710	Burnham Dr.	Borgan Blvd.		N
1.27.11	740	Pioneer Way	Stinson Ave.	FTY Making Left Turn	N
1.29.11	1305	Borgen Blvd.	5050		N
1.31.11	952	Pt. Fosdick Dr.	Olympic Dr.		N
1.31.11	1915	Borgen Blvd.	Burnham Dr.	DUI	Y
2.3.11	1820	Pt. Fosdick Dr.	Olympic Dr.	FTY Making Left Turn	N
2.6.11	1442	Borgen Blvd.	Canterwood Blvd.		N
2.8.11	2150	Olympic Dr.	5275		N
2.10.11	828	Rosedale St.	Skansie Ave.	Inattention To Driving	N
2.12.11	1300	Pt. Fosdick Dr.	4649		N
2.14.11	0:00	Pt. Fosdick Dr.	4701		N
2.18.11	615	Borgen Blvd.	Peacock Hill Ave	Speed To Fast For Cond.	N
2.20.11	1630	Harbor Hill Dr.	10550		N
2.20.11	1835	Burnham Dr.	Sehmel Dr.		N
2.22.11	1317	Pt. Fosdick Dr.	4831		N
2.23.11	1507	Burnham Dr.	Borgan Blvd.		N
2.24.11	1645	Peacock Hill Dr.	Ringold St.		N
2.24.11	1826	Vernhardson St.	Milton Ave.		N
2.26.11	1320	Olympic Dr.	Hollycroft	FTY Making Left Turn	Y
2.26.11	1608	Stinson Ave.	Grandview St.	Inattention To Driving	N

TRAFFIC ACCIDENTS FOR 1 st QUARTER 2011(CONT)					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
2.28.11	1000	Wollochet	Hunt St.		N
3.1.11	1450	Pt. Fosdick Dr.	4793		N
3.2.11	1345	56th St.	3519		N
3.2.11	1200	Rosedale St.	Kaupilla Ln	Inattention To Driving	N
3.8.11	1820	Soundview Dr.	6100		N
3.10.11	0:00	Borgen Blvd.	4840		N
3.11.11	926	Olympic Dr.	5600		N
3.16.11	1420	Borgen Blvd.	Burnham Dr.	Inattention To Driving	N
3.17.11	1810	Kimball Dr.	6820		N
3.21.11	1045	Harbor Hill Dr.	10550		N
3.20.11	1351	Wollochet	Wagner Way	FTY Making Left Turn	Y
3.22.11	1000	Pt. Fosdick Dr.	4545		N
3.23.11	0:00	Pt. Fosdick Dr.	5114		N
3.24.11	1355	Burnham Dr.	SR16		N
3.26.11	1400	Burnham Dr.	4225		N

1st Quarter 2011 Crime Report/Year to Date (through March 2011) there were **286 crimes investigated** within the city of Gig Harbor compared to **179 in the 1st quarter of 2010**. In 2010 we saw an 18% decrease in all reported crime, so this first quarter in 2011 is definitely showing a substantial increase. Last year the most notable increases were in possession of stolen property at 75%, burglaries at 24% and motor vehicle thefts at 32%. During the 1st Quarter in 2011 non-aggravated assaults are up 167%. Thefts from vehicles and shoplifts are up over 100% each. The good news is our burglaries are down by 40%. Criminal trespasses are up 133% due to one individual we have been dealing with on a regular basis.

Year-To-Date Comparison Last 12 Months One-Month Summary

Year-to-date (through March 2011) there were **286 incidents** within the city of **Gig Harbor**.

Kidnap/Child Lure					
	March 2010	March 2011	Year-To-Date (through Mar 2010)	Year-To-Date (through Mar 2011)	Year-To-Date Percent Change
Child Luring	0	0	1	0	-100%
Kidnapping (restrain or abduct)	0	0	0	0	0%
Kidnap/Child Lure Total:	0	0	1	0	-100%

Violent Crimes					
	March 2010	March 2011	Year-To-Date (through Mar 2010)	Year-To-Date (through Mar 2011)	Year-To-Date Percent Change
Aggravated Assault	1	0	1	0	-100%
Non Aggravated Assault	1	3	3	8	167%
Homicide	0	0	0	0	0%
<i>Business Robbery:</i>	2	0	3	1	-67%
<i>Residential Robbery:</i>	0	0	0	0	0%
<i>Street Robbery:</i>	0	1	0	1	N/A

<i>Other Robbery:</i>	0	0	0	0	0%
Robbery	2	1	3	2	-33%
Violent Crimes Total:	4	4	7	10	43%

Property Crimes					
	March 2010	March 2011	Year-To-Date (through Mar 2010)	Year-To-Date (through Mar 2011)	Year-To-Date Percent Change
<i>Residential Arson:</i>	0	0	0	0	0%
<i>Non-Residential Arson:</i>	0	0	0	0	0%
Arson	0	0	0	0	0%
Motor Vehicle Theft	4	2	4	5	25%
<i>Gas Station Runouts:</i>	0	0	1	1	0%
<i>Mail Theft:</i>	0	0	1	0	-100%
<i>Shoplifting:</i>	3	3	8	18	125%
<i>Theft from Vehicle:</i>	12	8	17	36	112%
<i>Trailer Theft:</i>	0	0	1	0	-100%
<i>Boat Theft:</i>	0	0	0	0	0%
<i>Other Theft:</i>	5	4	10	6	-40%
Theft	20	15	38	61	61%
<i>Residential Burglary:</i>	3	0	6	3	-50%
<i>Non-Residential Burglary:</i>	9	0	14	9	-36%
Burglary	12	0	20	12	-40%
<i>Residential Vandalism:</i>	11	5	21	31	48%
<i>Non-Residential Vandalism:</i>	0	1	1	4	300%
Vandalism	11	6	22	35	59%
Property Crimes Total:	47	23	84	113	35%

Drug Crimes					
	March 2010	March 2011	Year-To-Date (through Mar 2010)	Year-To-Date (through Mar 2011)	Year-To-Date Percent Change
Drug Possession (Methamphetamine)	1	0	1	1	0%
Drug Sale/Manufacture (Methamphetamine)	0	0	0	0	0%
Drug Possession (Other)	6	1	12	16	33%
Drug Sale/Manufacture (Other)	1	0	3	2	-33%
Drug Crimes Total:	8	1	16	19	19%

Warrant Arrests, Fraud, Traffic, and Other Incidents					
	March 2010	March 2011	Year-To-Date (through Mar 2010)	Year-To-Date (through Mar 2011)	Year-To-Date Percent Change
Weapons Violations	0	0	0	0	0%

Warrant Arrests	3	5	5	22	340%
Fraud or Forgery	7	11	9	23	156%
Criminal Traffic	15	21	43	86	100%
Liquor Law Violations	1	0	6	4	-33%
Telephone Harassment	0	0	4	0	-100%
Intimidation	0	0	0	0	0%
Possession of Stolen Property	0	0	1	1	0%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	26	37	68	136	100%

Other Crimes					
	March 2010	March 2011	Year-To-Date (through Mar 2010)	Year-To-Date (through Mar 2011)	Year-To-Date Percent Change
Criminal Trespass	1	1	3	7	133%
Failure to Register/Sex Offender	0	0	0	0	0%
Simple assaults	0	0	0	0	0%
Trafficking in Stolen Property	0	0	0	1	N/A
Other Crimes Total:	1	1	3	8	167%

Totals					
	March 2010	March 2011	Year-To-Date (through Mar 2010)	Year-To-Date (through Mar 2011)	Year-To-Date Percent Change
Grand Total:	86	66	179	286	60%

####

Subject: Appointment to Parks Commission

Proposed Council Action:

A motion for the appointment of Amanda Stanton to serve a three-year term on the Parks Commission.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: May 9, 2011

Exhibits: BCCR Minutes Apr. 25, 2011
Initial & Date

Concurred by Mayor: CLH 5/2/11
Approved by City Administrator: RJK
Approved as to form by City Atty: N/A
Approved by Finance Director: —
Approved by Department Head: —

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

INFORMATION / BACKGROUND

After advertising for the vacant position three times, we received an application from Amanda Stanton. Ms. Stanton has extensive experience in the recreation field.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

Appointment of Amanda Stanton to serve a three-year term on the Parks Commission.

RECOMMENDATION / MOTION

Move to: A motion for the appointment of Amanda Stanton to serve a three-year term on the Parks Commission.



BOARDS AND COMMISSIONS CANDIDATE REVIEW COMMITTEE

DATE: February 28, 2010
TIME: 4:00 p.m.
LOCATION: Community Rooms A&B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Councilmembers Ekberg and Kadzik. Councilmember Franich could not attend.

New Business:

1. Interview Candidate for the Parks Commission – one opening.

Amanda Stanton was asked to give a brief overview of her background. Some of the highlights from her background:

- BA in Recreation and Tourism.
- Worked for parks districts with a focus on preservation and conservation.
- Worked for Metropolitan Parks District at North Bend.
- Focus on programs and upkeep of historic buildings.
- Volunteer coordinator for successful Sound Greenway project; a non-profit that developed the trail system that runs along I-90 from Ellensburg to Seattle.
- Focus on preserving land for passive use.
- Worked with several boards and agencies implementing comprehensive plans, landscape architecture, and capital plans.
- Member of Washington Recreation Association; stays in touch.

Ms. Stanton has lived in Gig Harbor for three years, has small children and is very familiar with our city parks.

When asked about her vision, she responded that she leans toward affordable, quality programming to allow public access to city facilities, but agreed that it's not always a good fit. She explained that programs between the hours of 3-6 p.m. helps to limit crime and allows the teens and parents to become involved with the city. She explained that you have to stay current with the trends and assess what is appropriate as far as equipment and design.

Ms. Stanton said her goals are to tap into the community to see what the citizens want from their parks. She acknowledged that parks budgets are often the first to get cut and so you have to partner to get creative. She said the programs she was involved with started with a very small budget and they increased the fees to cover cost. The programs became very popular and there always was a waiting list. They brought in additional staff as needed based upon that revenue.

Ms. Stanton was asked how she sees her background in tourism combined with recreation. She explained that it's the programming that gets the people here; tourists use natural resources and recreational facilities. She mentioned kayak programs, boat launch fees and said that if something is tourism based and use the city's natural resources, they should pay a fee. She said that parks can be marketed as a beautiful, functional destination.

Ms. Stanton asked what the city's goals for our parks in the next few years. Councilmembers explained the plans for improvements, the variety of types of parks and the cooperation with PenMet Parks, Peninsula School District, and the Wilkinson Garden Group as just a few partnerships. An overview of the budget and grant opportunities were briefly discussed as well as the need for an official dog park, and efforts to open the Wilkinson Barn and the Skansie Netshed for the public to view.

Ms. Stanton finalized by saying that you can do great things working with the parks and being on a board offers such an opportunity. She said she is at a time in her life that she can offer her time.

After discussion the Boards and Candidates Review Committee recommend appointment of Amanda Stanton to serve a three year term. These recommendations will be forwarded to Council at the May 9, 2011 City Council meeting.

There were no further comments; the meeting adjourned at 4:58 p.m.



Subject: SR16/Burnham/Borgen Interchange Improvements – Year 2 Wetland Mitigation Monitoring – Consultant Services Contract David Evans and Associates, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the Year 2 Wetland Mitigation Monitoring in the not-to-exceed amount of \$6,172.00.

Dept. Origin: Engineering Division

Prepared by: Marcos McGraw *MRM*
City Engineer

For Agenda of: May 9, 2011

Exhibits: Consultant Services Contract

Concurred by Mayor:

Initial & Date
CLH 5/4/11

Approved by City Administrator:

Approved as to form by City Atty: *email 5/3/11*

Approved by Finance Director:

DP 5/4/11

Approved by Department Head:

4/27/11

Expenditure Required	\$6,172.00	Amount Budgeted	\$7,500,000	Appropriation Required	0
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INFORMATION / BACKGROUND

Permits acquired to construct the improvements at the SR16/Burnham/Borgen Interchange (BB16) included stipulations for creation of wetland impact mitigation areas. The permit from the US Army Corps of Engineers (USACE) requires the wetland mitigation areas to be monitored for ten years and an associate report to be provided. The Year 1 monitoring was performed by David Evans and Associates, Inc. as a task in the previous construction support/consultant services contract. Please see the attached scope of services and fee schedule for further detailed description of work involved. Year 3 to Year 10 monitoring and reporting will be performed by city staff.

FISCAL CONSIDERATION

Funding for these services will be provided by Franciscan Health System as required by a separate agreement.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the Year 2 Wetland Mitigation Monitoring in the not-to-exceed amount of \$6,172.00.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a Corporation organized under the laws of the State of Washington located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Year 2 Wetland Mitigation Monitoring and Reporting for SR16/Burnham/Borgen Interchange Improvements Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 18, 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Six Thousand One Hundred Seventy-two Dollars and Zero Cents (\$6,172.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2013; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
David Evans and Associates, Inc.
ATTN: Steve Shanafelt, P.E.
3700 Pacific Highway East, Suite 311,
Tacoma, Washington 98424
(253) 922-9780

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

XVII. Assignment

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

XVIII. Modification

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

[The remainder of this page left intentionally blank]

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 _____, 2011.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT A
SCOPE OF WORK**

April 18, 2011

SCOPE OF SERVICES
Year 2 Gig Harbor Wetland Mitigation Monitoring and Reporting

The following items describe the Scope of Services that David Evans and Associates, inc. (DEA) will perform for the City of Gig Harbor (CLIENT) under this Agreement. DEA will conduct Year 2 Wetland Mitigation Monitoring and Reporting for SR 16/Burnham Dr. NW/Borgen Blvd. Interchange Improvements Project (Project) as required by the U.S. Army Corps of Engineers (Corps). This scope of services addresses Year 2 permit requirements as stipulated by both the Corps (Reference No. 2007-1981-SO).

Specific tasks included in this scope of services are as follows: (A) Year 2 Monitoring and (B) Project Management.

(A) Year 2 Monitoring. DEA will monitor the mitigation site to document Year 2 conditions as they relate to achievement of the approved performance standards. Year 2 performance measures are as follows:

- Wetland creation, restoration, riparian wetland areas, and buffer areas shall achieve a 10 percent total cover of woody species. This will be measured at permanent transects.
- Native plant richness will meet required thresholds.
- Habitat features present and functional.
- Year 2 photo documentation at established photo points.
- Stream performance measures 1 through 9 will be achieved.
- Maintenance occurring as required/needed. Maintenance items include watering, weeds, trash, fence, and NGPA signage.

DEA proposes to conduct a single site visit during the summer to measure percent survival, hydrology, and photo documentation. A minimum of 24-hour notice will be provided to the CLIENT documenting when monitoring is proposed to occur.

DEA will prepare a Year 2 monitoring report that documents the results of Task A. A final report will be prepared for the CLIENT to submit to the Corps. Three hardcopies and an electronic pdf will be provided to the CLIENT.

No additional site visits or on-going hydrology monitoring is proposed. Additional site visits or hydrology monitoring would require an add-on.

(B) Project Management. Project management includes actions associated with project set-up, invoicing, QA/QC measures, file management, budget tracking, and project close-out. It is assumed the project duration will be no more than four months from the date of notice-to-proceed.

Deliverables: DEA will provide the following deliverables:

EXHIBIT A
SCOPE OF WORK

1. Year 2 Monitoring Report (3 hardcopies and electronic pdf)

Schedule: Following issuance of a notice-to-proceed by CLIENT, DEA will diligently proceed with services described herein until complete. All deliverable will be provided to the CLIENT within three months of receiving a notice-to-proceed. This schedule can be accelerated at the CLIENTS request. DEA will not be responsible for delays caused by factors beyond DEA's control or which could not have been foreseen at the time this Authorization was executed. This is particularly true where the work requires a work product from the CLIENT, their agent, or project designer/engineer.

Fees for Services:

A. Year 2 Monitoring and Report	\$4,642
B. Project Management	\$1,430
Expenses	\$100
Total Fees This Authorization	\$6,172

Extra Services requested by the client not covered in the aforementioned tasks can be accomplished by an add-on to this contract. A potential applicable Extra Service not included in this scope of services is the purchase, installation, and management of hydrology monitoring equipment.



Subject: SR16/Burnham/Borgen Interchange Improvements Project / WSDOT Interlocal Maintenance Agreement

Dept. Origin: Engineering

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

Proposed Council Action: Approve and authorize the Mayor to sign the Interlocal Maintenance Agreement with the Washington State Department of Transportation (WSDOT)

For Agenda of: May 9, 2011

Exhibits: WSDOT Agreement and Exhibits

Initial & Date

Concurred by Mayor: [Signature] 5/9/11
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature] 5/3/11
Approved by Finance Director: [Signature] 5/4/11
Approved by Department Head: [Signature]

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

INFORMATION / BACKGROUND

The State requires the City to execute a maintenance agreement as part of the final closeout of the SR16/Burnham/Borgen Interchange Improvements project. The agreement sets forth maintenance obligations for both the State and the City within each jurisdiction's right-of-way.

As a result of the recently completed City Interchange Improvements, the current Interlocal WSDOT/City Maintenance Agreement needs to be revised to clearly specify which agency is responsible for which routine maintenance activities as well as the limits of responsibility.

FISCAL CONSIDERATION

No additional City funds will be expended for these agreements other than routine and ongoing operations and maintenance costs which are already accounted for within the City's adopted budget.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Approve and authorize the Mayor to sign the Interlocal Maintenance Agreement with the Washington State Department of Transportation.

GM-1576
SR 16, BURNHAM DRIVE INTERCHANGE VICINITY
MAINTENANCE AGREEMENT
Between the
State of Washington and the City of Gig Harbor

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington 98335, hereinafter the "CITY."

WHEREAS, in accordance with agreement GCA-6056, dated June 1, 2009, the CITY has constructed a CITY project to improve the east and west side of the State Route (SR 16), Burnham Drive Interchange titled, SR 16/Burnham Drive NW Interchange Improvements, hereinafter the "Project," and

WHEREAS, Section 10.1 of agreement GCA-6056, requires the CITY to be solely responsible for the operation and maintenance of the Project located within the city-owned right of way at its sole cost, without expense or cost to the STATE, and

WHEREAS, in exchange for permission to have non-standard luminaires within state-owned L/A right of way, the CITY agrees to maintain said luminaires, and

WHEREAS, pursuant to the terms of WAC 468-18-050, the Parties wish to define their respective roles and responsibilities for the operation, maintenance, and potential reconstruction of the SR 16 Burnham Drive Interchange within and outside of state-owned limited access (L/A) right of way,

NOW, THEREFORE, pursuant to chapter 47.24 RCW, RCW 47.52.090, RCW 47.28.140, WAC 468-18-050, and the City Streets as Part of State Highways guidelines, dated April 30, 1997, the above recitals that are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, the attached Exhibits A, B, C, D, and E which are incorporated and made a part hereof,

RECEIVED

IT IS MUTUALLY AGREED AS FOLLOWS:

APR 27 2011

1. MAINTENANCE OBLIGATIONS

CITY OF GIG HARBOR
ENGINEERING

- 1.1 Retaining Walls, CITY: The CITY agrees, at its sole cost and expense, to operate, maintain, and reconstruct Retaining Wall B-1, including railing and underdrains, within CITY right of way located from Wall B-1 Station 1+00 to Wall B-1 Station 4+25, as shown in yellow on Exhibit A.
- 1.2 Retaining Walls, STATE: The STATE agrees, at its sole cost and expense, to operate, maintain, and reconstruct Retaining Walls within STATE right of way, as shown in green on Exhibit A, including railing, underdrains, and soil reinforcing that extends into CITY right of way.

- 1.3 The Parties agree, Section 10.1 of agreement GCA-6056 is modified by including the following provision: The STATE agrees, at its sole cost and expense, to maintain the underdrains that drain the STATE owned retaining walls and soil reinforcing attached to the STATE owned retaining walls that extend into CITY right of way.
- 1.4 Retaining Wall BR-1, STATE at CITY expense: The STATE agrees, at the CITY's sole cost and expense to maintain that portion of Retaining Wall BR-1 within CITY right of way from the turnback line at approximately Wall BR-1 Station 6+00 to Wall B-1 Station 4+25, including railing, underdrains, and soil reinforcing, as shown in blue on Exhibit A. Payment will be in accordance with Section 3.
- 1.5 Street Maintenance, CITY: The CITY agrees, at its sole cost and expense, to perform Street Maintenance on STATE L/A right of way as shown in yellow on Exhibit B. Street Maintenance on STATE L/A right of way, extending from the outside edge of pavement, curb and/or sidewalk to the opposite outside edge of pavement, curb and/or sidewalk, will be to CITY standards. Street Maintenance will include all features on the STATE L/A right of way except stability cut/fill slopes, and regulatory, warning, and guide signage.
- 1.6 Slopes and Signage, STATE: The STATE agrees, at its sole cost and expense, to operate, maintain, and reconstruct stability cut/fill slopes, and regulatory, warning, and guide signage within STATE L/A right of way.
- 1.7 Graffiti Removal, CITY: The CITY agrees, at its sole cost and expense, to perform graffiti removal within STATE L/A right of way. The CITY will remove graffiti from all walls and railings shown in green and blue in Exhibit A, within the street maintenance area shown in yellow in Exhibit B, and from the portions of the bridge crossing over SR 16 that can be reached without impacting SR 16 mainline traffic. Graffiti removal will be performed to CITY standards.
- 1.8 Traffic Features, CITY: The CITY agrees, at its sole cost and expense, to perform Traffic Feature maintenance and repair, as shown in yellow on Exhibit C. CITY Traffic Feature maintenance and repair includes traffic islands and curb, and truck apron and curb within STATE L/A right of way.
- 1.9 Traffic Features/Guardrail, STATE at CITY expense: The STATE agrees, at the CITY's sole cost and expense to maintain guardrail, as shown in blue on Exhibit C. Payment will be in accordance with Section 3. STATE maintenance of said guardrail does not include the maintenance of vegetation in or around guardrail. The CITY agrees to maintain vegetation in and around guardrail at CITY expense, and agrees that the STATE shall not maintain guardrail until interfering vegetation is removed.
- 1.10 Traffic Features/Guardrail, STATE: The STATE agrees, at its sole cost and expense, to operate, maintain and reconstruct guardrail shown in green on Exhibit C (guardrail within STATE L/A right of way on the BL-Line and CL-Line).
- 1.11 Drainage, CITY: The CITY agrees, at its sole cost and expense, to perform Drainage maintenance on STATE L/A right of way, as shown in yellow on Exhibit D. The CITY will keep clean drainage grates, drainage structures and pipes within STATE L/A right of way.

- 1.12 Illumination, CITY: The CITY agrees, at its sole cost and expense, to perform Illumination maintenance, repair, and replacement on STATE L/A right of way, as shown in yellow on Exhibit E. Illumination maintenance includes relamping, repair, and replacement of luminaire pole assemblies, luminaire foundations, and illumination services, junction boxes, conduit, and conductors.
- 1.13 The Parties agree that all other city street and/or state highway maintenance and preservation shall be pursuant to the terms of chapter 47.24 RCW, WAC 468-18-050 and the "City Streets as Part of State Highways" guidelines, dated April 30, 1997, Table 3.

2. TRAFFIC CONTROL

- 2.1 The CITY shall not perform or allow to be performed any work required under this Agreement in such a way as to conflict with, impede or disrupt in any way STATE highway construction, operation, or maintenance, or interfere with or endanger the safety of the traveling public.
- 2.2 The CITY agrees that all traffic control for work under this Agreement shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and/or the STATE's Work Zone Traffic Control Guidance M54-44.
- 2.3 The CITY shall be responsible for all costs, equipment, labor and materials associated with traffic control for work performed by the CITY under this Agreement.

3. PAYMENT

- 3.1 The CITY agrees to reimburse the STATE for 100% of its actual direct salary and direct non-salary costs, including administrative overhead, for its work in Sections 1.4 and 1.9.
- 3.2 The CITY agrees to make payment to the STATE within thirty (30) calendar days after the CITY has received a detailed invoice from the STATE.
- 3.3 The CITY agrees that if it does not make payment for 100% of invoiced costs of work within ninety (90) calendar days after receipt of a STATE invoice, the STATE may deduct and expend any monies to which the CITY is entitled to receive from the Motor Vehicle Fund as provided by RCW 47.24.050 until the invoice(s) is paid in full.

4. RIGHT OF ENTRY

- 4.1 Each Party grants the other Party a right of entry upon either state-owned limited access right of way or city-owned right of way, as applicable, for the purpose of performing maintenance obligations as described in this Agreement.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall become effective upon full execution by the Parties and shall remain in effect unless terminated pursuant to Section 10.

6. MODIFICATION

- 6.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. INDEMNIFICATION

- 7.1 The Parties shall protect, defend, indemnify, and hold harmless the other Party, its officials, employees and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from each Party's operation, maintenance, repair, or reconstruction or failure to perform its operation, maintenance, repair, or reconstruction obligations pursuant to the provisions of this Agreement. The Parties will not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party, or its officials, employees and/or agents. Where such claims, suits, or actions result from concurrent negligence of both Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 7.2 The Parties agree that their obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its officials, employees or agents while performing operation, maintenance, repair, and/or reconstruction pursuant to the provisions of this Agreement. For this purpose, the Parties, by mutual negotiation, hereby waive with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.
- 7.3 The indemnification and waiver provisions shall survive termination of this Agreement.

8. DISPUTES

- 8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 8.1A through 8.1D shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:
- A Representatives designated by the Parties shall use their best efforts to resolve disputes and issues arising out of, or related to this Agreement. The Representatives shall communicate regularly to discuss the status of the work to be performed hereunder and to resolve any disputes or issues related to the

successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

- B A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 8.1D. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- C In the event the Representatives cannot resolve the dispute or issue, the Mayor of the CITY, and the STATE Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- D In the event the Mayor of the CITY and STATE Region Administrator, or their respective designees, cannot resolve the dispute or issue, the CITY and the STATE shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Resolution board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

9. VENUE

- 9.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Parties agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and other related costs.

10. TERMINATION

- 10.1 Neither Party may terminate this Agreement without written consent by the other Party. Should this Agreement be terminated, each Party's maintenance obligations shall be pursuant to chapter 47.24 RCW, RCW 47.52.090, WAC 468-18-050, and the City Streets as Part of State Highways guidelines, dated April 30, 1997.
- 10.2 Upon termination of this Agreement, the CITY shall provide the STATE full, unreserved access to the CITY's illumination electrical service, servicing illumination within STATE L/A right of way. The CITY shall continue to maintain the illumination electrical service and pay for electrical power servicing the illumination within STATE L/A right of way, OR, isolate or pay the STATE to isolate the illumination within STATE L/A right of way from the CITY system and provide power from a STATE owned electrical service.
- 10.3 The provisions in Section 10.2 shall survive termination of this Agreement.

11. WORKING DAYS

11.1 Working days for this Agreement are defined as Monday through Friday, excluding furlough days or Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

CITY OF GIG HARBOR

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: _____
Chuck Hunter, Mayor

By: _____
Troy Cowan, Assistant Region
Administrator for Maintenance and
Operations

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
CITY Attorney

By: Ann E. Salay
Ann E. Salay, Assistant Attorney General

Date: _____

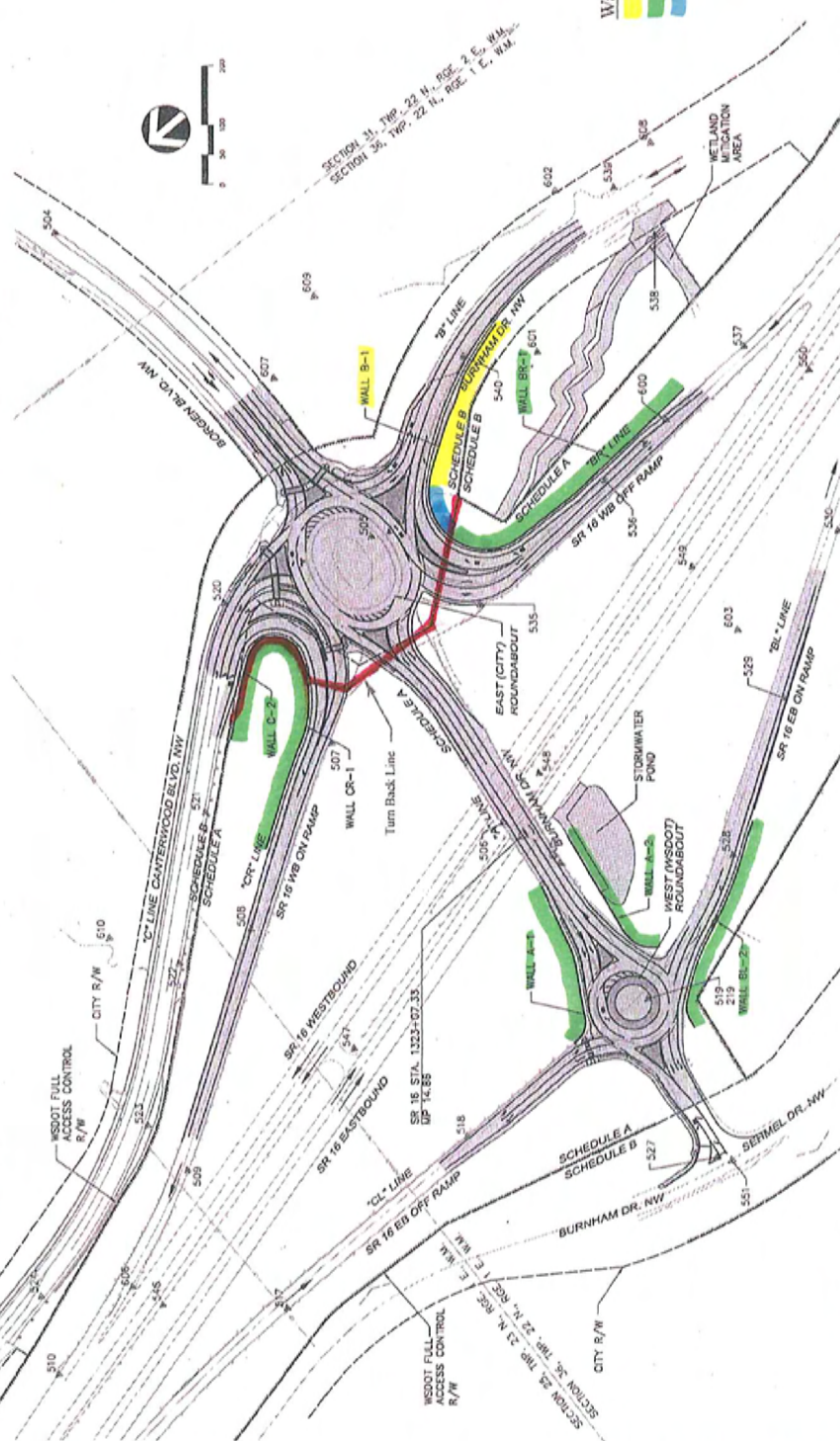
Date: 4-20-11

SEC. 36, T. 22N, R. 1E, W.M.

- 1) BASE OF BEARING WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83/91. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE U.S. FEET GROUND. THE CONVENTIONAL STATE PLANE COORDINATE SYSTEM IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN AS SHOWN ON THIS PLAN. DATED MARCH 19, 1970. SHEETS 12 THROUGH 17 OF 26.
- 2) METRIC DATUM: BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. DPTZ706-89 WAS HELD FOR THE SITE BENCHMARK. NSDOTT BRASS DISK SET IN THE CENTER OF THE NORTH SIDE OF THE BURNHAM DRIVE BRIDGE OVER SR16.
- 3) METHODOLOGY: A LEICA TPS3103 ELECTRONIC TOTAL STATION, LEICA WILD3000 AND WILD3000 LASER SCANNERS WERE USED FOR "WALL" SURVEY. THE SURVEY PRECISION FOR FIELD "WALLS" IS ± 0.01 METERS. THE SURVEY PRECISION FOR FIELD "RANGES" IS ± 0.02 METERS. THE SURVEY PRECISION FOR FIELD "RANGES" IS ± 0.02 METERS. THE SURVEY PRECISION FOR FIELD "RANGES" IS ± 0.02 METERS. THE SURVEY PRECISION FOR FIELD "RANGES" IS ± 0.02 METERS.
- 4) DATE OF SURVEY: THIS SURVEY REFLECTS ACTUAL SITE CONDITIONS ON JANUARY 31, 2007. SURVEY UPDATES HAVE BEEN MADE TO REFLECT CHANGES TO BURNHAM DRIVE WEST OF CITY ROUNDABOUT AND TO CANTERWOOD BOULEVARD NORTH OF CITY ROUNDABOUT.
- 5) SR16 RIGHT OF WAY BASED ON WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) SR16 NARROWS BRIDGE TO OLMP/C DRIVE RIGHT OF WAY AND LIMITED ACCESS PLAN, DATED MARCH 19, 1970. SHEETS 12 THROUGH 17 OF 26.
- 6) PRIVATE PROPERTY BOUNDARIES ARE BASED ON PERCE COUNTY ASSESSOR'S INFORMATION.
- 7) ENCUMBRANCES OF RECORD ARE NOT SHOWN.
- 8) UTILITY MARKING: THE UNDERGROUND UTILITIES SHOWN ARE BASED ON FIELD LOCATIONS. UNDERGROUND UTILITY LOCATE COMPANY PAINT MARKS, AND AVAILABLE AS-CONSTRUCTED DOCUMENTS. SURVEY LOCATIONS FOR UTILITY MARKS ARE SHOWN IN GREEN. THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION SHOWN, BUT CAN WARRANT THAT THEY ARE SHOWN AS ACCURATELY AS POSSIBLE FROM THE INFORMATION USED.
- 9) WETLANDS AND MCDONOUGH CREEK ARE SHOWN AS DELINEATED BY DAVID EVANS AND ASSOCIATES WETLAND BOUNDARIES IN JANUARY 2007.

Number	Notations	Existing	Location	Row	Code
218	45600.254	115655.463	159.84	DEA	CON
219	45600.254	115655.463	159.84	DEA	CON
220	45600.254	115655.463	159.84	DEA	CON
221	45600.254	115655.463	159.84	DEA	CON
222	45600.254	115655.463	159.84	DEA	CON
223	45600.254	115655.463	159.84	DEA	CON
224	45600.254	115655.463	159.84	DEA	CON
225	45600.254	115655.463	159.84	DEA	CON
226	45600.254	115655.463	159.84	DEA	CON
227	45600.254	115655.463	159.84	DEA	CON
228	45600.254	115655.463	159.84	DEA	CON
229	45600.254	115655.463	159.84	DEA	CON
230	45600.254	115655.463	159.84	DEA	CON
231	45600.254	115655.463	159.84	DEA	CON
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257	45600.254	115655.463	159.84	DEA	CON
258	45600.254	115655.463	159.84	DEA	CON
259	45600.254	115655.463	159.84	DEA	CON
260	45600.254	115655.463	159.84	DEA	CON

Walls:
 City Responsibility at City Cost
 State Responsibility at State Cost
 State Responsibility at City Cost



DAVID EVANS AND ASSOCIATES INC.
 2300 GARDNER STREET
 COLUMBIA, MO 65203
 (314) 431-8400
 PHONE: 203.332.2700

City of Gig Harbor, The "Maritime City"
 DEPARTMENT OF PUBLIC WORKS
 2000 Gardner Street
 Gig Harbor, WA 98335
 (253) 851-8400

SR 16/BURNHAM DRIVE NW
 INTERCHANGE IMPROVEMENT
 PROJECT CONTROL PLAN
 C.S.P. 0823

DRAWING NO.:	PC-01
DATE:	07/20/07
DESIGNED BY:	DAVID EVANS
CHECKED BY:	DAVID EVANS
DATE:	07/20/07
BY:	DAVID EVANS

SEC. 36, T. 22N, R.1E, W.M.

SHEET NO. 120
TOTAL SHEETS 260
WL-4

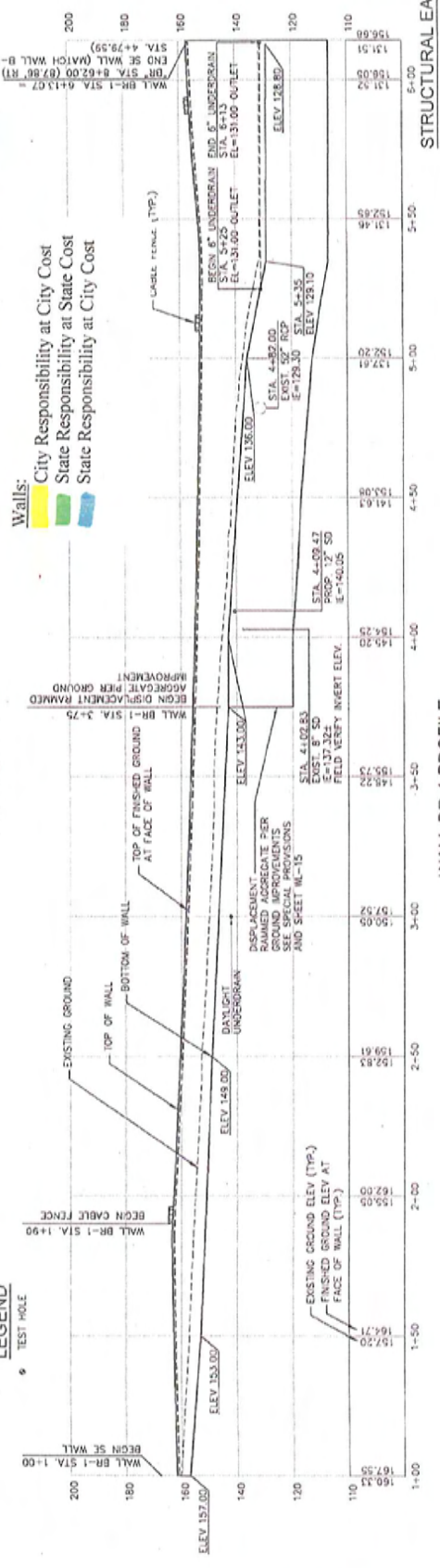


- WALL NOTES**
1. SEE SHEETS WL-9 TO WL-21 FOR WALL DETAILS.
 2. SEE SHEET WL-8 FOR WALL LINE AND CURVE TABLES.
 3. SEE SHEET WL-8 FOR WALL QUANTITIES TABLE.
 4. REFER TO CONTRACT DOCUMENT (VOLUME 1) FOR GEOTECHNICAL REPORT.
 5. WALL PENETRATIONS TO BE DESIGNED BY CONTRACTOR.

- LEGEND**
- 9 TEST HOLE

- Walls:**
- City Responsibility at City Cost
 - State Responsibility at State Cost
 - State Responsibility at City Cost

WALL BR-1 PLAN



WALL BR-1 PROFILE

GM-1576
Exhibit A
Sheet 2 of 3

Consent Agenda - 7
Page 9 of 26

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENT
WALL PLAN AND PROFILE
WALL BR-1
C.S.P. 0823

DAVID EVANS AND ASSOCIATES INC.
2020 Pacific Hwy East, Suite 311
Tacoma, Washington 98404
Phone: 252.502.8780

City of Gig Harbor, The "Maritime City,"
DEPARTMENT OF PUBLIC WORKS
3300 Shoshone Street
Gig Harbor, WA 98335
(252) 851-8400



DRAWING NO.:	WL-4	DRAWN BY:	DATE CHECKED:	DATE APPROVED:
PROJECT NO.:		CHECKED BY:	DATE:	
BOOK NO.:		DATE PLOTTED:	SCALE:	
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DATE PLOTTED:		DATE:		
SCALE:		DATE:		

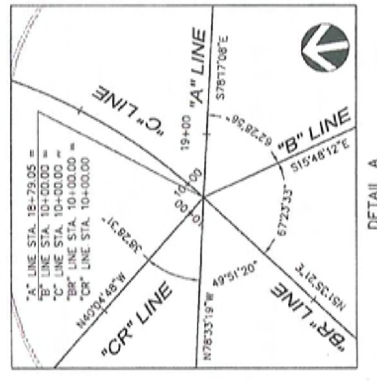
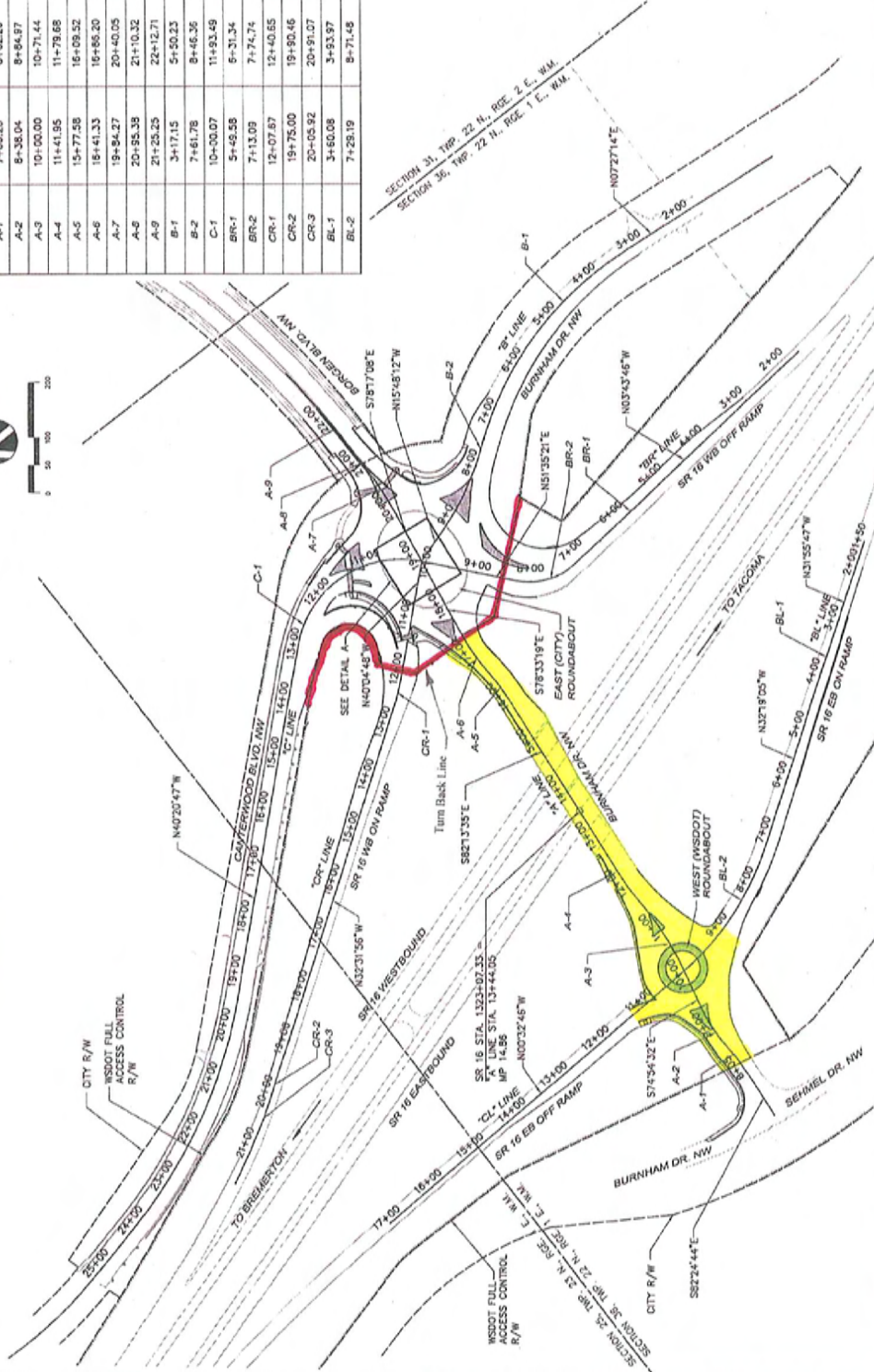
SEC. 36, T. 22N., R.1E. W.M.

SHEET NO. 3
TOTAL SHEETS 260
H-Z-1

Street Maintenance:
City Responsibility at City Cost

CURVE DATA TABLE

ALIGNMENT CURVE #	PC STATION	PI STATION	PT STATION	DELTA	TANGENT	LENGTH	RADIUS
A-1	7+68.28	8+02.26	8+38.04	107°16'44"	35.98'	71.76'	400.00'
A-2	8+38.04	8+64.97	9+31.15	174°45'55"	46.93'	93.11'	300.00'
A-3	10+00.00	10+71.44	11+41.95	158°56'55"	71.44'	141.95'	500.00'
A-4	11+41.95	11+78.68	12+17.27	08°07'52"	37.73'	75.32'	500.00'
A-5	15+77.58	16+09.52	16+41.33	08°07'52"	31.94'	63.75'	400.00'
A-6	16+41.33	16+86.20	17+30.70	12+49'28"	44.97'	89.37'	400.00'
A-7	19+84.27	20+40.05	20+96.38	12+43'56"	55.78'	111.11'	500.00'
A-8	20+96.38	21+10.32	21+25.25	04°13'35"	14.94'	29.87'	405.00'
A-9	21+25.25	22+12.71	23+00.00	08°12'14"	37.46'	74.75'	1614.00'
B-1	3+17.15	5+50.23	7+61.78	42°27'33"	233.08'	444.63'	600.00'
B-2	7+61.78	8+66.36	9+29.35	19°12'08"	84.95'	167.57'	500.00'
C-1	10+00.07	11+93.49	13+00.13	91°56'08"	193.42'	300.06'	187.00'
BR-1	5+48.58	6+31.24	7+13.09	00°58'13"	81.76'	163.51'	10,000.00'
BR-2	7+13.09	7+74.74	8+26.99	54°22'54"	61.65'	113.90'	120.00'
CR-1	12+07.87	12+40.85	12+73.54	07°32'52"	32.98'	65.87'	500.00'
CR-2	19+75.00	19+90.46	20+05.92	01°0'38"	15.46'	30.92'	10,000.00'
CR-3	20+05.92	20+91.07	21+76.60	94°4'03"	85.15'	169.90'	1,000.00'
BL-1	3+60.08	3+93.97	4+27.86	07°23'18"	33.89'	67.78'	10,000.00'
BL-2	7+28.19	8+71.45	10+06.45	31°46'19"	142.29'	277.26'	500.00'



GM-1576
Exhibit B
Sheet 1 of 2

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENTS
HORIZONTAL CONTROL PLAN
C.S.P. 0823

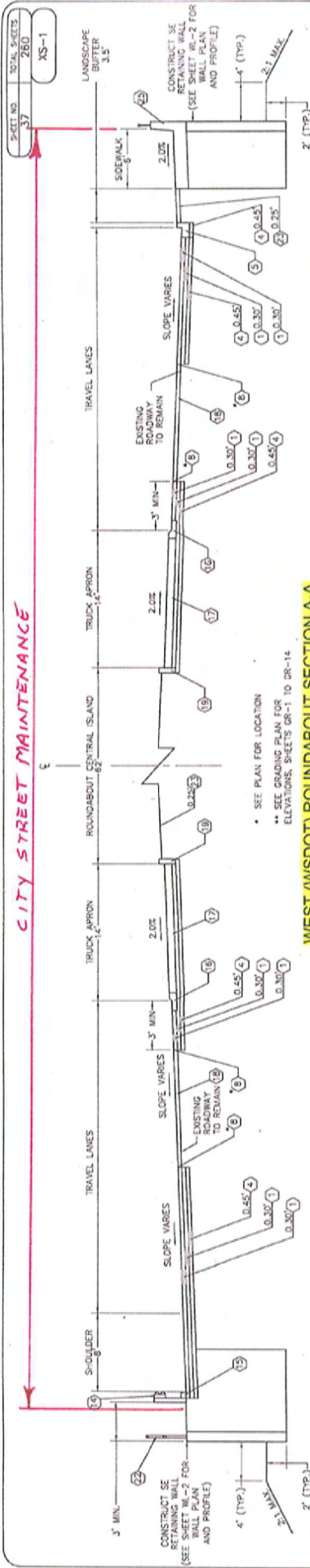
DAVID EVANS
AND ASSOCIATES INC.
3300 Pacific Hwy Lane Suite 313
Tacoma Washington 98402
Phone: 252-522-5786

City of Gig Harbor, The "Maritime City"
DEPARTMENT OF PUBLIC WORKS
3010 Grandview Street
Gig Harbor WA 98543
(206) 851-8143



DESIGNED BY: KAM	CHECKED BY: KAM	DATE: JUNE 2009
DESIGNED BY: KAM	CHECKED BY: KAM	DATE: JUNE 2009
DESIGNED BY: KAM	CHECKED BY: KAM	DATE: JUNE 2009
DESIGNED BY: KAM	CHECKED BY: KAM	DATE: JUNE 2009

CITY STREET MAINTENANCE

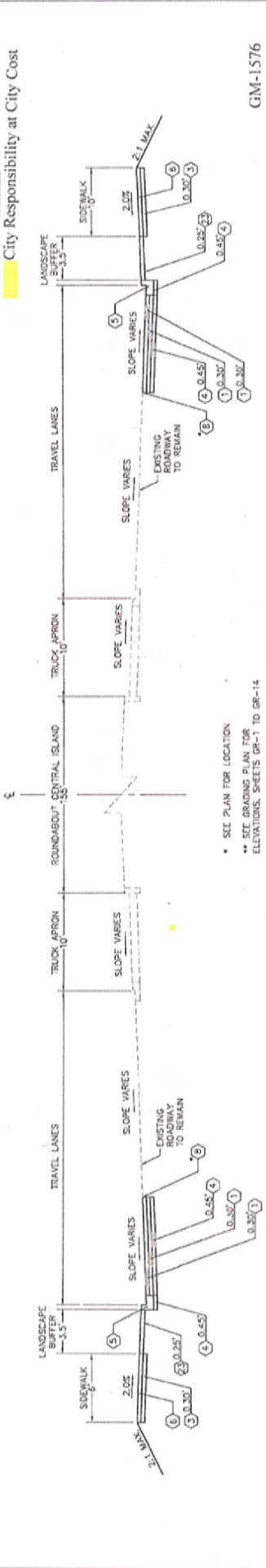


WEST (WSDOT) ROUNDABOUT SECTION A-A

Street Maintenance:
City Responsibility at City Cost

• SEE PLAN FOR LOCATION
•• SEE GRADING PLAN FOR ELEVATIONS, SHEETS GR-1 TO GR-14

EAST (CITY) ROUNDABOUT SECTION B-B



• SEE PLAN FOR LOCATION
•• SEE GRADING PLAN FOR ELEVATIONS, SHEETS GR-1 TO GR-14

CONSTRUCTION NOTES

- HMA CL 1/2" PG 64-22
- GRAVEL BACKFILL FOR WALLS
- CRUSHED SURFACING TOP COURSE
- CRUSHED SURFACING BASE COURSE
- CEMENT CONCRETE CURBS AND GUTTER PER WSDOT STD. PLAN F-10.12-00
- CEMENT CONCRETE SIDEWALK PER WSDOT STD. PLAN F-30.10-00
- EDGE PLANNING RETAINING PAVEMENT SEE DETAIL ON SHEET PV-18 (SEE PLANS FOR PLANNING LIMITS)

GENERAL NOTES

- FOR PAVEMENT WIDTH TRANSITIONS, SEE ROADWAY PLANS.
- FOR LAKE TAPERS, SEE PAVEMENT WARRING PLAN
- ALL DEPTHS ARE COMPACTED THICKNESS
- SEE HMA RESOURCES/RESISTANCE REPORT IN CONTRACT DOCUMENTS (VOLUME 1) FOR WALL DESIGN PARAMETERS

- SAW CUT EXISTING PAVEMENT AS SHOWN ON SITE PREP PLANS (SEE SHEETS SP-07-014)
- CLEARING AND GRUBBING DEPTH VARIES AS DIRECTED BY ENGINEER (1' MIN.). DISPOSE OF EXCAVATED MATERIAL OFF SITE
- GRAVEL BORROW INCLUDING HAUL (18" MIN UNDER PAVEMENT IN WOODEN ROADWAY PRISM AREA)
- HYDROSEED EXPOSED GROUND
- SOLVER FILE WALL CONTRACTORS SHALL SUBMIT SOLUTIONS AND CALCULATIONS FOR ALL WALLS FOR CITY APPROVAL. ALL EXCAVATION AND EMBANKMENT BEYOND GRUBBING LIMITS TO BE INCLUDED IN THE COST OF THE WALL.
- BEAM GUARDRAIL TYPE 1 PER WSDOT STD PLAN C-1
- BEAM GUARDRAIL TYPE 31 PER WSDOT STD PLAN C-28.40-00
- ASPHALT CONCRETE EXTRUDED CURB TYPE 2 PER WSDOT STD PLAN F-10.42-00
- ROUNDABOUT TRUCK APRON CEMENT CONCRETE CURB AND GUTTER PER WSDOT STD. PLAN F-10.12-00
- PATTERNED CEMENT CONCRETE SPLITTER ISLAND (SEE DETAIL S-SHEET PV-18)
- 2" GRIND AND OVERLAY EXISTING ROADWAY
- ROUNDABOUT CENTRAL ISLAND CEMENT CONCRETE CURB PER WSDOT STD. PLAN F-10.12-00
- CEMENT CONCRETE EXTRUDED CURB TYPE 5 PER WSDOT STD. PLAN F-10.42-00
- CEMENT CONCRETE EXTRUDED CURB TYPE 6 PER WSDOT STD PLAN F10.42-00
- CONSTRUCT CABLE FENCE (SEE DETAIL SHEET RL-9)
- BARK OR WOOD CHIP MULCH OVER FILTER FABRIC REED BARRIER
- SINGLE SLOPE CONCRETE BARRIER PER WSDOT STD PLAN C-130
- SEW FOSTERMAN BARRIER WITH BRIDGE RAILING TYPE 10 IN BP
- LOW PROFILE BARRIER CURB PER WSDOT STD. PLAN C-00-3. SEE PLAN SPECIFICATIONS FOR DETAIL

GM-1576
Exhibit B
Sheet 2 of 2

DESIGNED BY:	DATE:	BY:	APPROVED:
DRAWN BY:	DATE:	BY:	APPROVED:
CHECKED BY:	DATE:	BY:	APPROVED:
IN CHARGE:	DATE:	BY:	APPROVED:



City of Burnham Drive NW
Interchange Improvement Authority
3000 Burnham Drive NW
Burnham, WA 98533
(509) 838-0400

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2150 Pacific Hwy, East Gate 311
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Phone: 253.623.9950

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENTS
ROADWAY SECTIONS
C.S.F. 0823

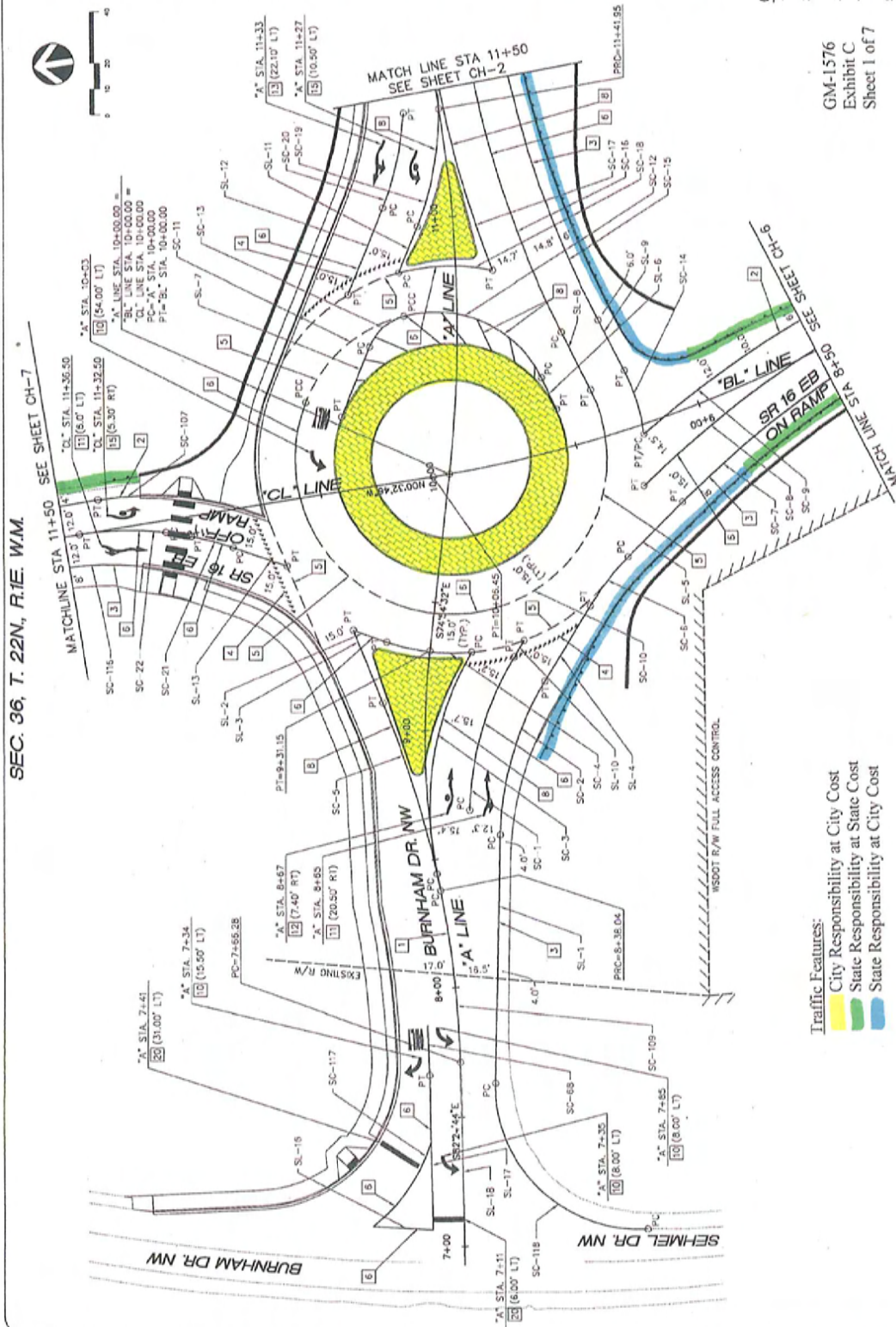
SHEET NO. 138
TOTAL SHEETS 260
CH-1

CHANNELIZATION NOTES

- 1 DOUBLE YELLOW CENTERLINE PER WSDOT STD. PLAN M20.10-01
- 2 YELLOW EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 3 WHITE EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 4 YELLOW WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 5 DOTTED WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 6 WHITE WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 7 TWO-WAY LEFT TURN LINE PER WSDOT STD. PLAN M20.10-01
- 8 YELLOW WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 9 LANE LINE PER WSDOT STD. PLAN M20.10-01
- 10 TYPE 2S R/L TRAFFIC ARROW PER WSDOT STD. PLAN M-24.40-01
- 11 RIGHT-THRU FISHHOOK ARROW (SEE DETAIL, SHEET CH-18)
- 12 THRU FISHHOOK ARROW (SEE DETAIL, SHEET CH-18)
- 13 LEFT-THRU FISHHOOK ARROW (SEE DETAIL, SHEET CH-18)
- 14 RIGHT-LEFT-THRU FISHHOOK ARROW (SEE DETAIL, SHEET CH-18)
- 15 LEFT FISHHOOK ARROW (SEE DETAIL, SHEET CH-18)
- 16 TYPE 1S TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 17 TYPE 2SA TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 18 BICYCLE LANE SYMBOL PER WSDOT STD. PLAN M-9.30-01
- 19 DUAL RIGHT TURN ARROW (SEE DETAIL, SHEET CH-17)
- 20 PLASTIC STOP LINE PER WSDOT STD. PLAN M-24.60-02
- 21 PLASTIC CROSSWALK PER WSDOT STD. PLAN M-15.10-01

CHANNELIZATION GENERAL NOTES

1. SEE SHEET CH-15 FOR STRIPING LINE DATA TABLE
2. SEE SHEETS CH-16 TO CH-17 FOR STRIPING CURVE DATA TABLE
3. ALL PAVEMENT MARKINGS SHALL BE TYPE D PLASTIC
4. ALL TRAFFIC LETTERS AND NUMERALS SHALL BE CONSTRUCTED PER WSDOT STD. PLAN M-80.00-00
5. SEE SHEETS DR-1 TO DR-14 FOR DITCH BASIN SIZING LOCATIONS. SEE SHEET SD-13 FOR SIZING DETAIL
6. INSTALL FLEXIBLE GUIDE POSTS PER WSDOT STD. PLAN M-40.20-00



Traffic Features:
 City Responsibility at City Cost
 State Responsibility at State Cost
 State Responsibility at City Cost

GM-1576
Exhibit C
Sheet 1 of 7

SEC. 36, T. 22N, R. 1E, W.M.

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENT
CHANNELIZATION PLAN
STA. 7+00 - 11+50 'A' LINE
C.S.F. 0823

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Phone: 770.932.8700

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DEPARTMENT OF PUBLIC WORKS
3010 Emerald Street
Gig Harbor, WA 98203
(253) 851-9143
7148 Mariners City



DRAWING NO.	SUBMITTED BY	NO.	DATE	REGION	BY	APPROVED
CH-1						
DESIGN BY						
CHECKED BY						
DATE PLOTTED						

SEC. 36, T. 22N, R.1E, W.M.

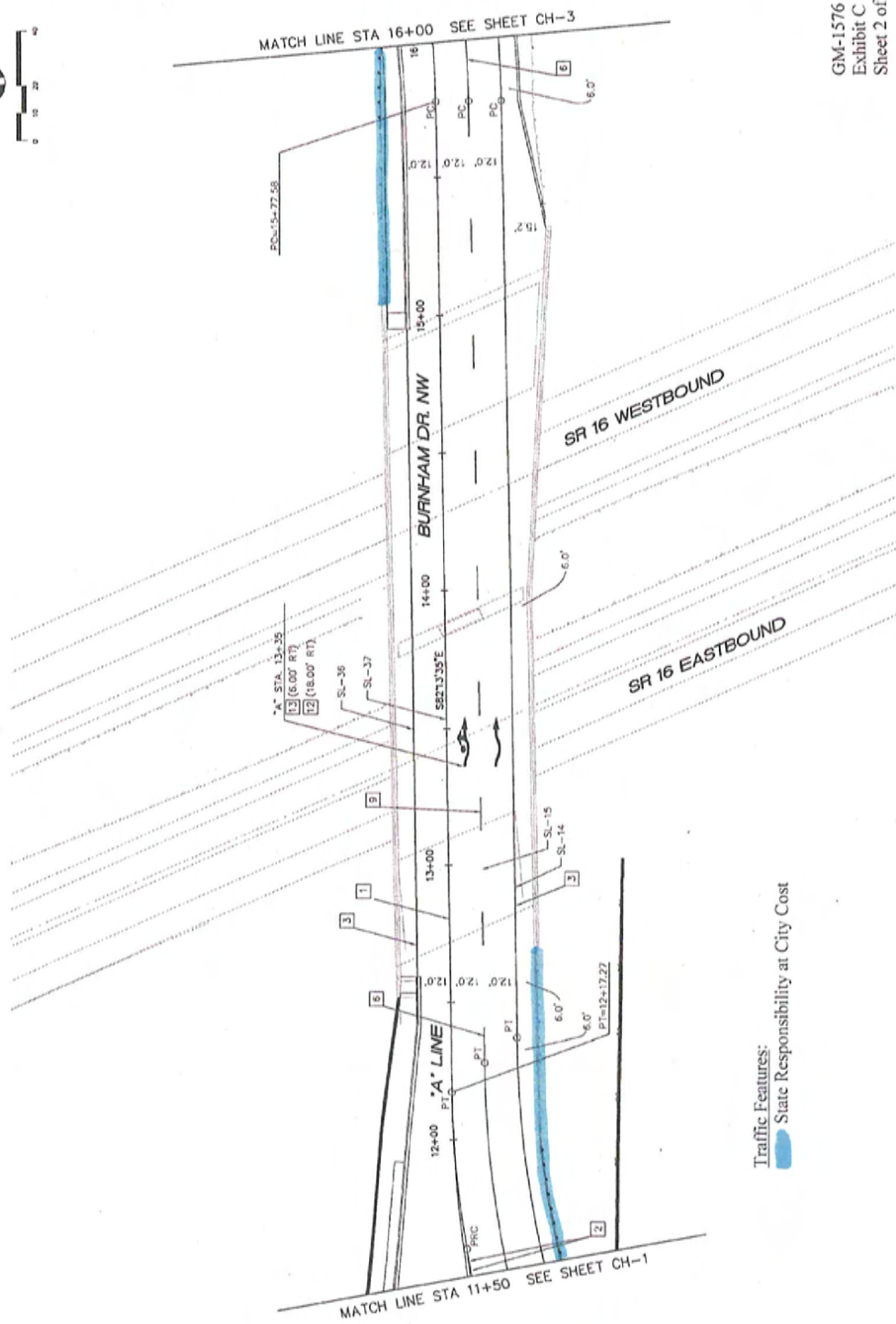
SHEET NO. 139
TOTAL SHEETS 260
CH-2

CHANNELIZATION NOTES

- 1 DOUBLE YELLOW CENTERLINE PER WSDOT STD. PLAN M20.10-01
- 2 YELLOW EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 3 WHITE EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 4 YIELD LINE (SEE YIELD LINE DETAIL SHEET CH-17)
- 5 DOTTED WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 6 WHITE WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 7 TWO-WAY LEFT TURN LINE PER WSDOT STD. PLAN M20.10-01
- 8 YELLOW WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 9 LANE LINE PER WSDOT STD. PLAN M20.10-01
- 10 TYPE 2S R.A. TRAFFIC ARROW PER WSDOT STD. PLAN M-24.40-01
- 11 RIGHT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 12 THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 13 LEFT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 14 RIGHT-LEFT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 15 LEFT FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 16 TYPE 1S TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 17 TYPE 3SL TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 18 BICYCLE LANE SYMBOL PER WSDOT STD. PLAN M-9.50-01
- 19 DUAL RIGHT TURN ARROW (SEE DETAIL SHEET CH-17)
- 20 PLASTIC STOP LINE PER WSDOT STD. PLAN M-24.60-02
- 21 PLASTIC CROSSWALK PER WSDOT STD. PLAN M-15.10-01

CHANNELIZATION GENERAL NOTES

1. SEE SHEET CH-15 FOR STRIPING LINE DATA TABLE
2. SEE SHEETS CH-16 TO CH-17 FOR STRIPING CURVE DATA TABLE
3. ALL PAVEMENT MARKINGS SHALL BE TYPE D PLASTIC
4. ALL TRAFFIC LETTERS AND NUMERALS SHALL BE CONSTRUCTED PER WSDOT STD. PLAN M-80.30-00
5. SEE SHEETS DR-1 TO DR-14 FOR CATCH BASIN MARKING REQUIREMENTS. SEE SHEET SD-13 FOR STENCILING DETAIL
6. INSTALL FLEXIBLE GUIDE POSTS PER WSDOT STD. PLAN M-40.20-00



Traffic Features:
State Responsibility at City Cost

GM-1576
Exhibit C
Sheet 2 of 7

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENT
CHANNELIZATION PLAN
STA. 11+50 - 16+00 4' LINE
C.S.P. 0823

DAVID EVANS AND ASSOCIATES AND ASSOCIATES INC.
3100 Pacific Hwy, East Lake, IL 60121
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Fax: 847.434.1101

City of Gig Harbor, The "Maritime City,"
DEPARTMENT OF PUBLIC WORKS
3500 Southside Street
Gig Harbor, WA 98250
(253) 861-8145



DESIGNED BY:	DATE SURVEYED:	BOOK NO.:	NO.	DATE	BY	APPROVED
RECORDED BY:	DATE SURVEYED:	BOOK NO.:				
CHECKED BY:	DATE SURVEYED:	BOOK NO.:				
DATE PLOTTED:	DATE SURVEYED:	BOOK NO.:				

SHEET NO. 140
TOTAL SHEETS 260
CH-3

CHANNELIZATION NOTES

- 1 DOUBLE YELLOW CENTERLINE PER WSDOT STD. PLAN M20.10-01
- 2 YELLOW EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 3 WHITE EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 4 YIELD LINE (SEE YIELD LINE DETAIL SHEET CH-17)
- 5 DOTTED WIDE LINE PER WSDOT STD. PLAN M20.10-01
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- 7 TWO-WAY LEFT TURN LINE PER WSDOT STD. PLAN M20.10-01
- 8 YELLOW WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 9 LANE LINE PER WSDOT STD. PLAN M20.10-01
- 10 TYPE 2S R/A TRAFFIC ARROW PER WSDOT STD. PLAN M-24.40-01
- 11 RIGHT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-15)
- 12 THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 13 LEFT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-15)
- 14 RIGHT-LEFT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 15 LEFT FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 16 TYPE 1S TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 17 TYPE 2SL TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 18 BICYCLE LANE SYMBOL PER WSDOT STD. PLAN M-9.30-01
- 19 DUAL RIGHT TURN ARROW (SEE DETAIL SHEET CH-17)
- 20 PLASTIC STOP LINE PER WSDOT STD. PLAN M-24.60-02
- 21 PLASTIC CROSSWALK PER WSDOT STD. PLAN M-15.10-01

CHANNELIZATION GENERAL NOTES

1. SEE SHEET CH-15 FOR STRIPING LINE DATA TABLE
2. SEE SHEETS CH-16 TO CH-17 FOR STRIPING CURVE DATA TABLE
3. ALL PAVEMENT MARKINGS SHALL BE TYPE D PLASTIC
4. ALL TRAFFIC LETTERS AND NUMERALS SHALL BE CONSTRUCTED PER WSDOT STD. PLAN M-60.30-00
5. SEE SHEETS DR-1 TO DR-14 FOR CATCH BASIN STENCILING LOCATIONS. SEE SHEET SD-13 FOR STENCILING DETAIL
6. INSTALL FLEXIBLE GUIDE POSTS PER WSDOT STD. PLAN V-40.20-00



GM-1576
Exhibit C
Sheet 3 of 7

Traffic Features:
 City Responsibility at City Cost
 State Responsibility at City Cost

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENTS
CHANNELIZATION PLAN
STA. 16+00 - 20+50 'A' LINE
C.S.P. 0823

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3000 Duwamish Street
Gig Harbor, WA 98203
(252) 861-6145

NO.	DATE	REVISION	BY	APPROVED

DRAWING NO.	SUPPLEMENT BY
CH-3	
DATE SURVEYED	
DATE DESIGNED	
DESIGNED BY	
CHECKED BY	
DATE PLOTTED	
DATE 2008	

SEC. 36, T. 22N., R.1E. W.M.

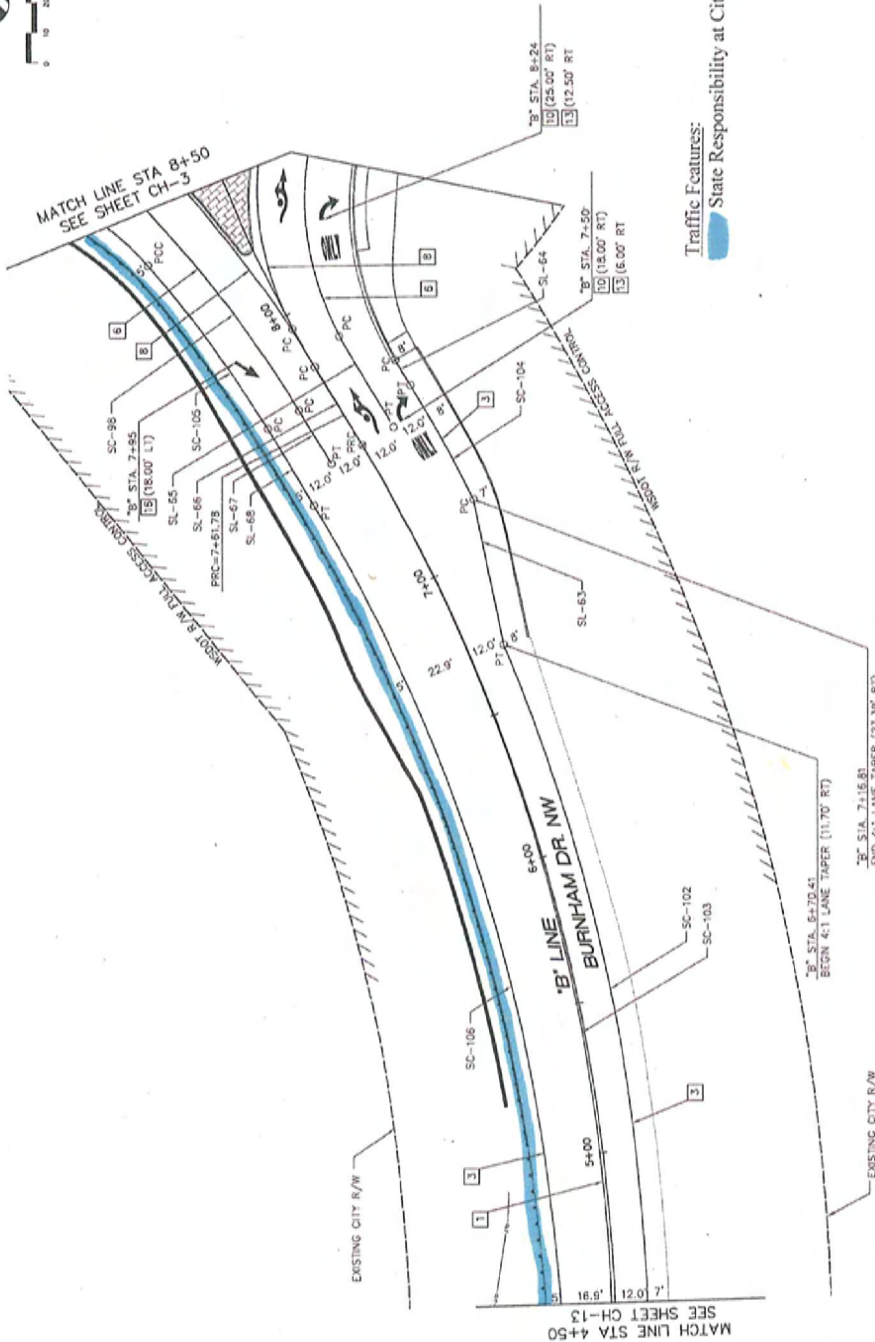
SHEET NO. 151
TOTAL SHEETS 260
CH-14

CHANNELIZATION NOTES

- 1 DOUBLE YELLOW CENTERLINE PER WSDOT STD. PLAN M20.10-01
- 2 YELLOW EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 3 WHITE EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 4 YIELD LINE (SEE YIELD LINE DETAIL SHEET CH-17)
- 5 DOTTED WIDE LINE PER WSDOT STD. PLAN M20.10-01
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- 7 TWO-WAY LEFT TURN LINE PER WSDOT STD. PLAN M20.10-01
- 8 YELLOW WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 9 LANE LINE PER WSDOT STD. PLAN M20.10-01
- 10 TYPE 2S R/L TRAFFIC ARROW PER WSDOT STD. PLAN M-24.40-01
- 11 RIGHT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 12 THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
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- 16 TYPE 1S TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 17 TYPE 3SL TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 18 BICYCLE LANE SYMBOL PER WSDOT STD. PLAN M-9.50-01
- 19 DUAL RIGHT TURN ARROW (SEE DETAIL SHEET CH-17)
- 20 PLASTIC STOP LINE PER WSDOT STD. PLAN M-24.50-02
- 21 PLASTIC CROSSWALK PER WSDOT STD. PLAN M-15.10-01

CHANNELIZATION GENERAL NOTES

1. SEE SHEET CH-15 FOR STRIPING LINE DATA TABLE
2. SEE SHEETS CH-18 TO CH-17 FOR STRIPING CURVE DATA TABLE
3. ALL PAVEMENT MARKINGS SHALL BE TYPE D PLASTIC
4. ALL TRAFFIC LETTERS AND NUMERALS SHALL BE CONSTRUCTED PER WSDOT STD. PLAN M-60.30-00
5. SEE SHEETS DR-1 TO DR-14 FOR CATCH BASIN STENCILING LOCATIONS. SEE SHEET SD-13 FOR STENCILING DETAIL
6. INSTALL FLEXIBLE CURVE POSTS PER WSDOT STD. PLAN M-40.20-00



Traffic Features:
State Responsibility at City Cost

GM-1576
Exhibit C
Sheet 4 of 7

DESIGNED BY:	DATE:	REVISION:
CH-14		
DRAWN BY:	DATE:	REVISION:
BOOK NO.:		
CHECKED BY:	DATE:	REVISION:
APPROVED BY:	DATE:	REVISION:
JUNE 2009		



City of Burnham, The "Merittime City"
DEPARTMENT OF PUBLIC WORKS
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City of Burnham, WA 98535
(206) 826-6145

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AND ASSOCIATES, INC.
2702 Pacific Hwy, East Suite 311
Tacoma, Washington 98424
Phone: 253.929.8900

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENT
CHANNELIZATION PLAN
STA. 4+50 - 8+50 'B' LINE
C.S.P. 0823

SEC. 36, T. 22N, R.1E, W.M.



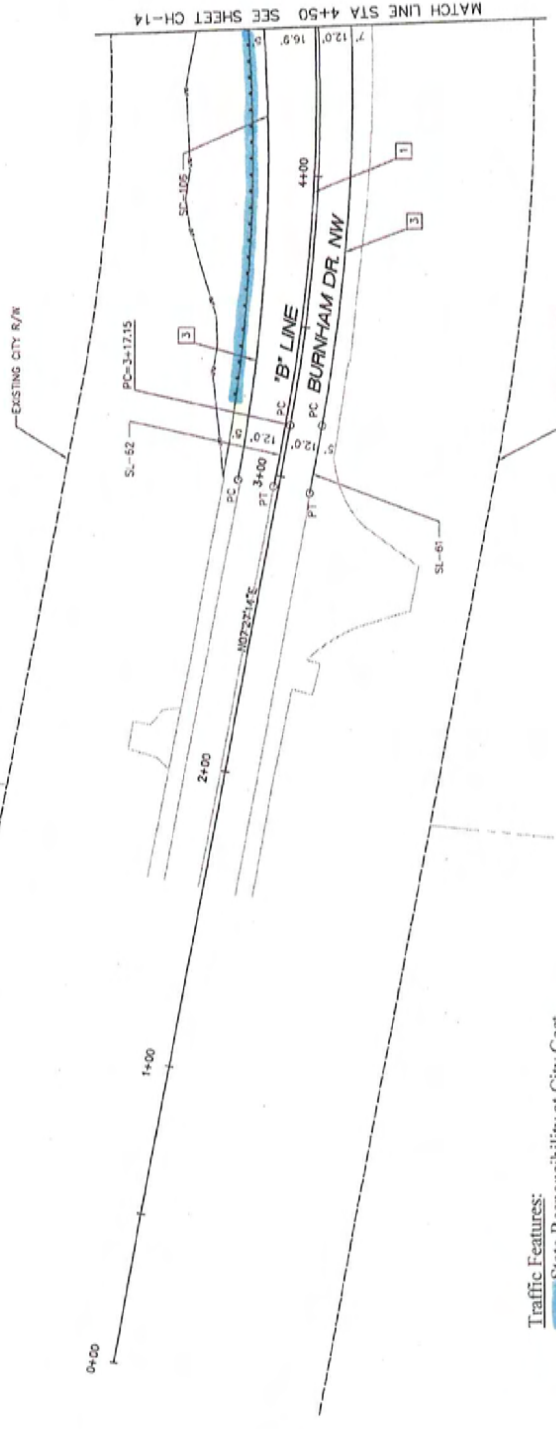
SHEET NO. 150
TOTAL SHEETS 260
CH-13

CHANNELIZATION NOTES

- 1 DOUBLE YELLOW CENTERLINE PER WSDOT STD. PLAN M20.10-01
- 2 YELLOW EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 3 WHITE EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 4 YIELD LINE (SEE YIELD LINE DETAIL SHEET CH-17)
- 5 DOTTED WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 6 WHITE WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 7 TWO-WAY LEFT TURN LINE PER WSDOT STD. PLAN M20.10-01
- 8 YELLOW WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 9 LANE LINE PER WSDOT STD. PLAN M20.10-01
- 10 TYPE 2S R/A TRAFFIC ARROW PER WSDOT STD. PLAN M-24.50-01
- 11 RIGHT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 12 THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 13 LEFT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
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- 15 LEFT FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 16 TYPE 1S TRAFFIC ARROW PER WSDOT STD. PLAN M24.50-01
- 17 TYPE 3SL TRAFFIC ARROW PER WSDOT STD. PLAN M24.50-01
- 18 BICYCLE LANE SYMBOL PER WSDOT STD. PLAN M-9.50-01
- 19 DUAL RIGHT TURN ARROW (SEE DETAIL SHEET CH-17)
- 20 PLASTIC STOP LINE PER WSDOT STD. PLAN M-24.50-02
- 21 PLASTIC CROSSWALK PER WSDOT STD. PLAN M-15.10-01

CHANNELIZATION GENERAL NOTES

1. SEE SHEET CH-15 FOR STRIPING LINE DATA TABLE
2. SEE SHEETS CH-16 TO CH-17 FOR STRIPING CURVE DATA TABLE
3. ALL PAVEMENT MARKINGS SHALL BE TYPE D PLASTIC
4. ALL TRAFFIC LETTERS AND NUMERALS SHALL BE CONSTRUCTED PER WSDOT STD. PLAN M-80.30-00
5. SEE SHEETS DR-1 TO DR-14 FOR CATYON DRAIN STENCILING LOCATIONS. SEE SHEET SD-13 FOR STENCILING DETAIL
6. INSTALL REFLECTIVE GUIDE POSTS PER WSDOT STD. PLAN M-40.20-00



Traffic Features:
State Responsibility at City Cost

GM-1576
Exhibit C
Sheet 5 of 7

DESIGNED BY: CH-13	DATE SURVEYED:	DATE:	BY:
DESIGNED BY: MAY	BOOK NO.:	DATE:	BY:
DESIGNED BY: MAY	DATE PLOTTED: MAY 2009	DATE:	BY:
DESIGNED BY: MAY	DATE:	DATE:	BY:



City of Og Harbor, The "Maritime City,"
DEPARTMENT OF PUBLIC WORKS
3510 Conover Street
Og Harbor, WI 53235
(262) 651-0145
Fax: (262) 651-0145

DAVID EVANS AND ASSOCIATES INC.
2100 Park Ave. East, Suite 211
Tucson, Arizona 85705
Phone: 251 522 2370

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENTS
CHANNELIZATION PLAN
STA. 2+94 - 4+50 'B' LINE
C.S.P. 0823

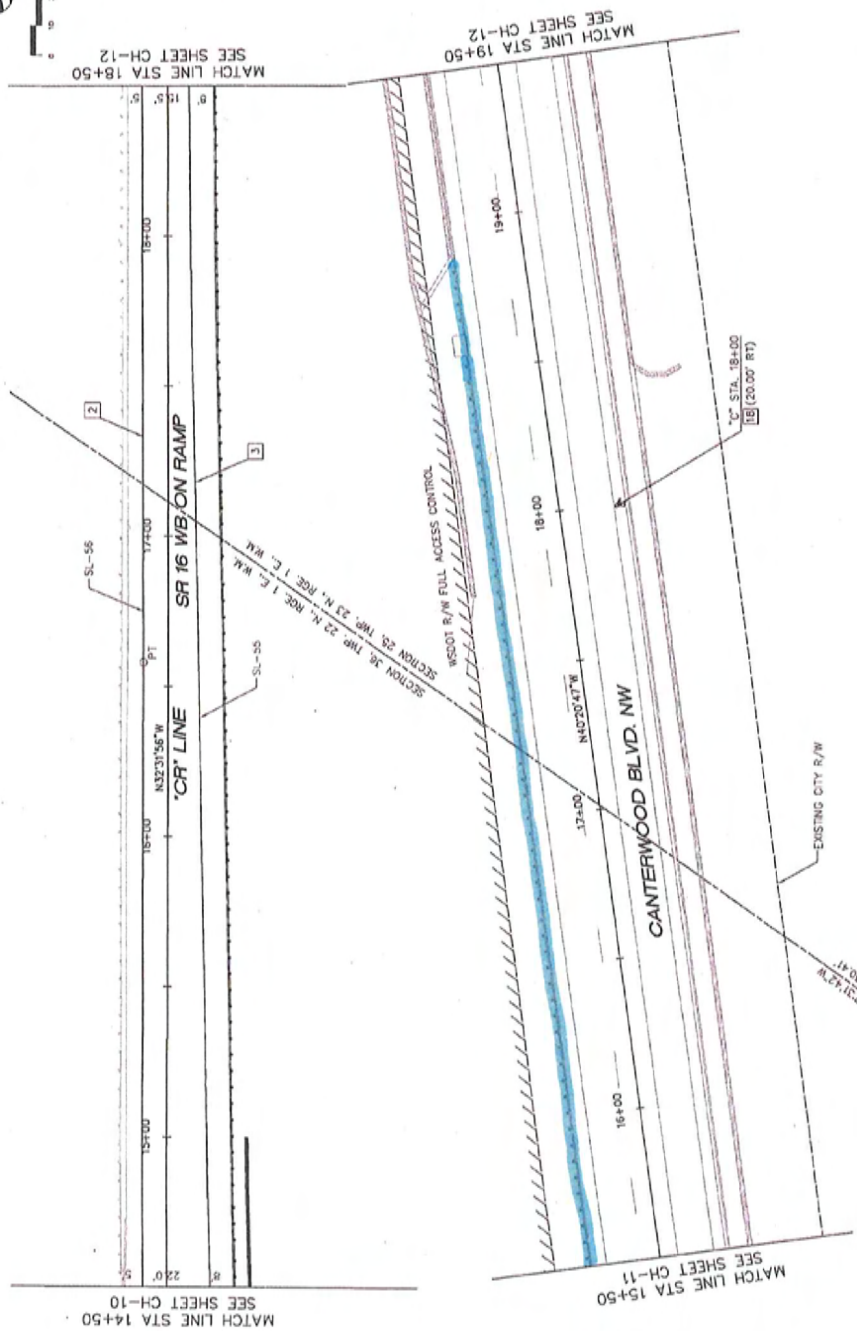
SEC. 36, T. 22N., R.1E. W.M.

SEC. 25, T. 23N., R.1E. W.M.

SHEET NO. 148
TOTAL SHEETS 260
CH--11

CHANNELIZATION NOTES

- 1 DOUBLE YELLOW CENTERLINE PER WSDOT STD. PLAN M20.10-01
- 2 YELLOW EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 3 WHITE EDGE LINE PER WSDOT STD. PLAN M20.10-01
- 4 YIELD LINE (SEE YIELD LINE DETAIL SHEET CH-17)
- 5 DOTTED WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 6 WHITE WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 7 TWO-WAY LEFT TURN LINE PER WSDOT STD. PLAN M20.10-01
- 8 YELLOW WIDE LINE PER WSDOT STD. PLAN M20.10-01
- 9 LANE LINE PER WSDOT STD. PLAN M20.10-01
- 10 TYPE 2S R/L TRAFFIC ARROW PER WSDOT STD. PLAN M-24.40-01
- 11 RIGHT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 12 THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-19)
- 13 LEFT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 14 RIGHT-LEFT-THRU FISHHOOK ARROW (SEE DETAIL SHEET CH-19)
- 15 LEFT FISHHOOK ARROW (SEE DETAIL SHEET CH-18)
- 16 TYPE 1S TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 17 TYPE 3S TRAFFIC ARROW PER WSDOT STD. PLAN M24.40-01
- 18 BICYCLE LANE SYMBOL PER WSDOT STD. PLAN M-9.50-01
- 19 DUAL RIGHT TURN ARROW (SEE DETAIL SHEET CH-17)
- 20 PLASTIC STOP LINE PER WSDOT STD. PLAN M-24.60-02
- 21 PLASTIC CROSSWALK PER WSDOT STD. PLAN M-15.10-01



GM-1576
Exhibit C
Sheet 7 of 7

Traffic Features:
State Responsibility at City Cost

CHANNELIZATION GENERAL NOTES

- 1 SEE SHEET CH-15 FOR STRIPING LINE DATA TABLE
- 2 SEE SHEETS CH-18 TO CH-17 FOR STRIPING CURVE DATA TABLE
- 3 ALL PAVEMENT MARKINGS SHALL BE TYPE D PLASTIC
- 4 ALL TRAFFIC LETTERS AND NUMERALS SHALL BE CONSTRUCTED PER WSDOT STD. PLAN M-80.30-00
- 5 SEE SHEETS DR-1 TO DR-14 FOR CATCH BASIN STENCILING LOCATIONS. SEE SHEET SD-13 FOR STENCILING DETAIL
- 6 INSTALL FLEXIBLE GUIDE POSTS PER WSDOT STD. PLAN W-40.20-00

DRAWING NO.:	CH-11
DATE SURVEYED:	05/11/11
PROJECT NO.:	148
DATE DESIGNED:	05/11/11
DESIGNED BY:	DAVID EVANS
CHECKED BY:	DAVID EVANS
DATE 2011:	05/11/11



City of Gig Harbor, The "Maritime City,"
DEPARTMENT OF PUBLIC WORKS
3010 Grandview Street
Gig Harbor, WA 98253
(252) 851-8150

DAVID EVANS AND ASSOCIATES INC.
2000 Pacific Hwy, East Suite 311
Tacoma Washington 98404
Phone: 252.323.8780

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENT
CHANNELIZATION PLAN
STA. 14+50 - 18+50 'CR' LINE
C.S.P. 0823

SHEET NO. 92
TOTAL SHEETS 260
DR-1

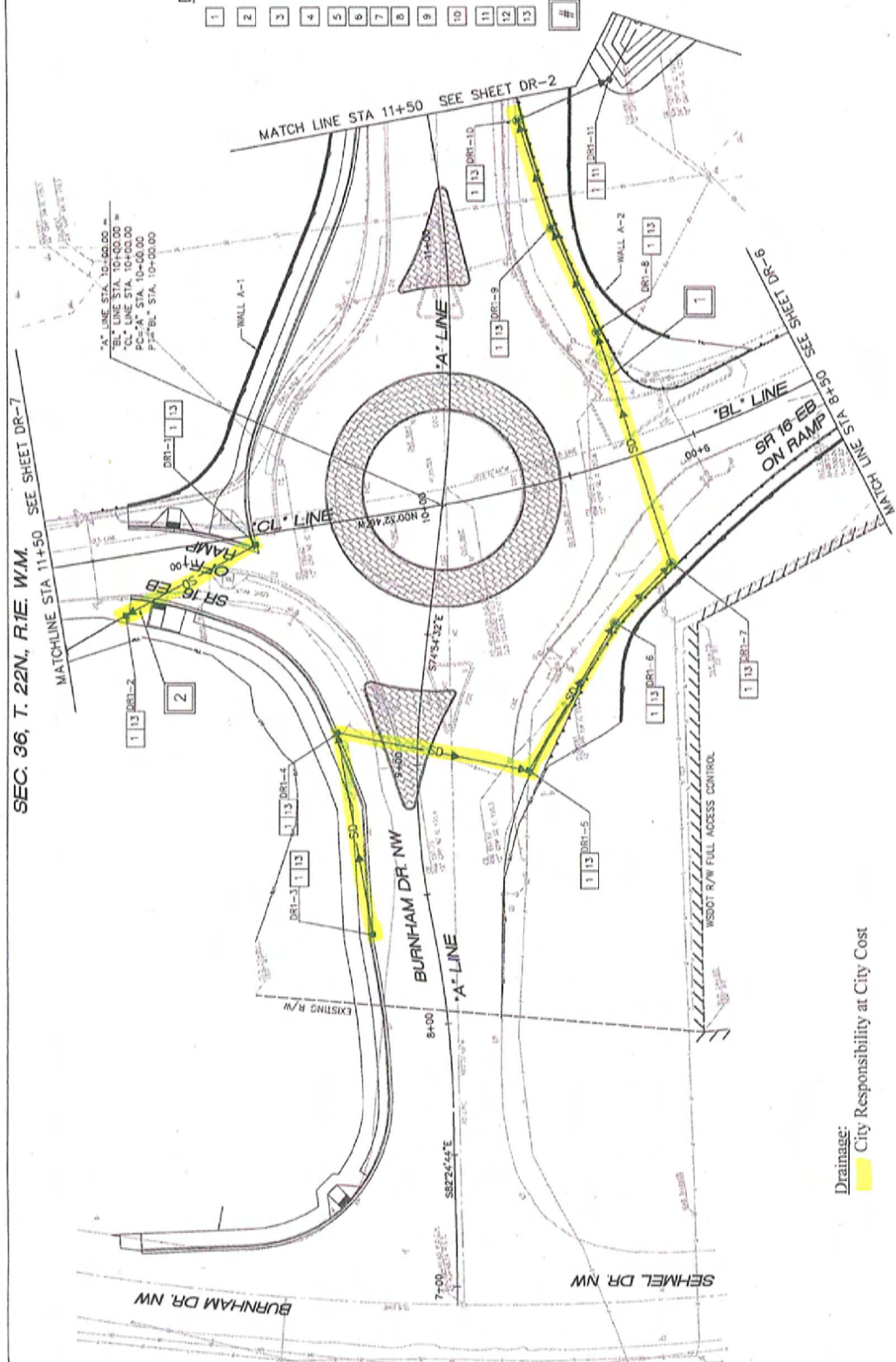


DRAINAGE NOTES:

1. INSTALL DRAINAGE STRUCTURE AND PIPE PER STORM DRAINAGE PROFILES
 2. INSTALL CS AT EXISTING CS LOCATION AND CONNECT PER STORM DRAINAGE PROFILES
 3. INSTALL CS OVER EXISTING PIPE AND CONNECT PER STORM DRAINAGE PROFILES
 4. CONNECT STORM PIPE TO EXISTING CS PER STORM DRAINAGE PROFILES
 5. INSTALL OUTFALL PROTECTION PER DETAIL, SHEET SD-11
 6. INSTALL INLET PROTECTION PER DETAIL, SHEET SD-11
 7. BEVEL PIPE END PER MSDOT STD. PLAN 9-70-20-00
 8. INSTALL TRASH BACK PER DETAIL, SHEET SD-11
 9. CONSTRUCT DITCH, SEE TYPICAL SECTIONS XS-01 TO XS-10
 10. INSTALL UNDERDRAIN PIPE 8 INCH DIAM. PER DETAIL, SHEET SD-11
 11. INSTALL SOLID LOCKING LO
 12. ADJUST MANHOLE AND CATCH BASIN TO GRADE
 13. INSTALL STENCIL ON PAVEMENT NEAR CATCH BASIN, SEE DETAIL SHEET SD-11
- # SEE DRAINAGE PROFILES, SHEETS SD-1 TO SD-9

Drainage: City Responsibility at City Cost

GM-1576
Exhibit D
Sheet 1 of 4



DESIGNED BY KAMA	DATE JUNE 2009
CHECKED BY KAMA	DATE JUNE 2009
APPROVED BY [Signature]	DATE JUNE 2009

DATE SUBMITTED	BY	APPROVED



GIG HARBOR
PUBLIC WORKS DEPARTMENT

City of Gig Harbor, The "Maritime City."
DEPARTMENT OF PUBLIC WORKS
1870 BURNHAM DRIVE
GIG HARBOR, WA 98250
(253) 851-8145
FAX: (253) 851-8146

DAVID EVANS AND ASSOCIATES INC.
2002 PINEHURST DRIVE, SUITE 211
GIG HARBOR, WA 98250
PHONE: 253.822.8300

SR 16/BURNHAM DRIVE NW INTERCHANGE IMPROVEMENT DRAINAGE PLAN
STA. 7+00 - 11+50 "A" LINE
C.S.P. 0823

SEC. 36, T. 22N., R.1E. W.M.

SHEET NO. 9.3
 TOTAL SHEETS 260
 DR-2

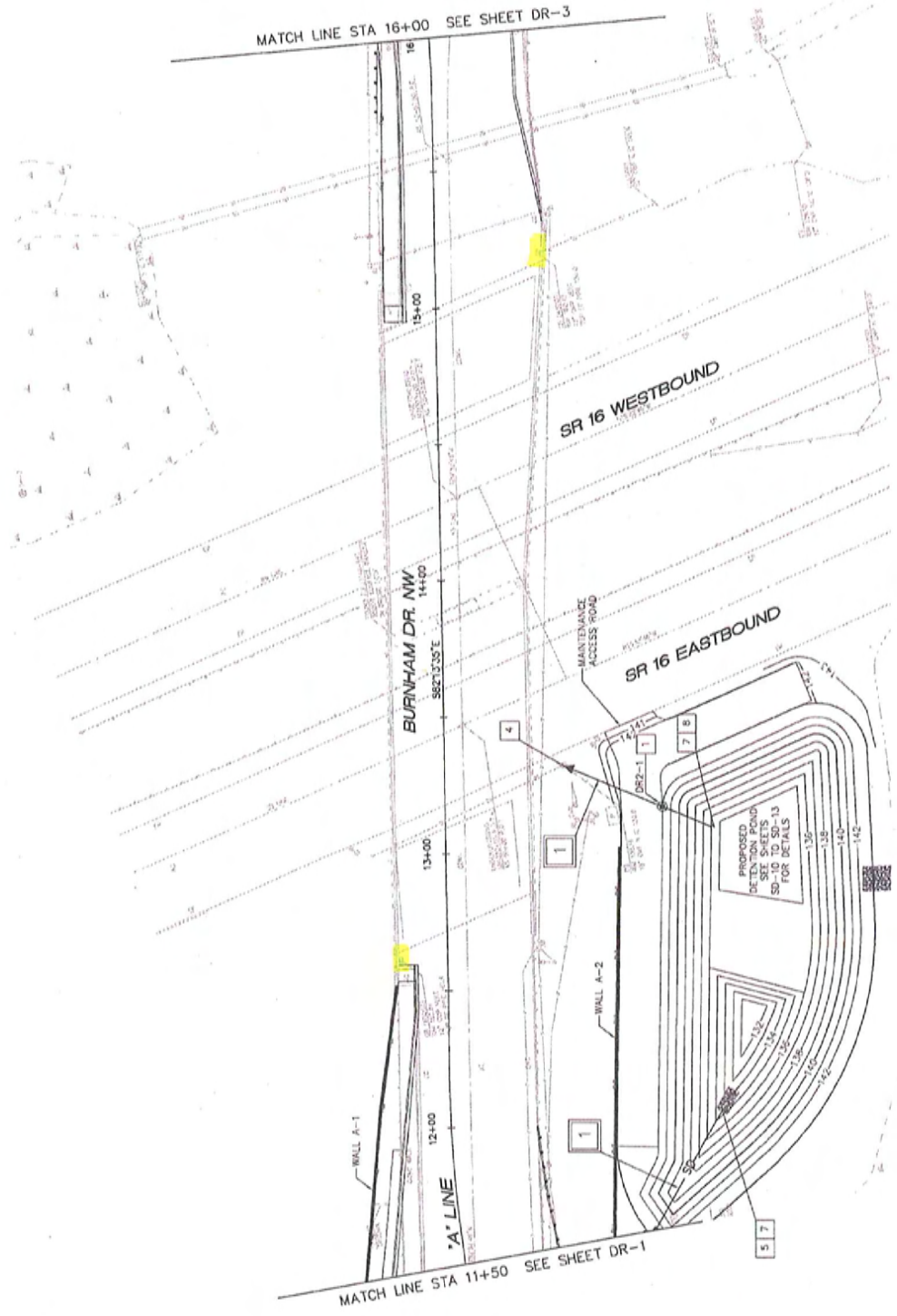


DRAINAGE NOTES:

- 1 INSTALL DRAINAGE STRUCTURE AND PIPE PER STORM DRAINAGE PROFILES
 - 2 INSTALL CB AT EXISTING CB LOCATION AND CONNECT PER STORM DRAINAGE PROFILES
 - 3 INSTALL CB OVER EXISTING PIPE AND CONNECT PER STORM DRAINAGE PROFILES
 - 4 CONNECT STORM PIPE TO EXISTING CB PER STORM DRAINAGE PROFILES
 - 5 INSTALL OUTFALL PROTECTION PER DETAIL, SHEET SD-11
 - 6 INSTALL INLET PROTECTION PER DETAIL, SHEET SD-11
 - 7 BEVEL PIPE END PER W8001 STD. PLAN B-70-20-00
 - 8 INSTALL TRASH RACK PER DETAIL, SHEET SD-11
 - 9 CONSTRUCT DITCH, SEE TYPICAL SECTIONS XS-01 TO XS-10
 - 10 INSTALL UNDERDRAIN PIPE 6 INCH DIAM. PER DETAIL, SHEET SD-11
 - 11 INSTALL SOLID LOCKING LD
 - 12 ADJUST MANHOLE AND CATCH BASIN TO GRADGE
 - 13 INSTALL STENCIL ON PAVEMENT NEAR CATCH BASIN. SEE DETAIL SHEET SD-11
- # SEE DRAINAGE PROFILES, SHEETS SD-1 TO SD-9

Drainage: City Responsibility at City Cost

GM-1576
 Exhibit D
 Sheet 2 of 4



SR 16/BURNHAM DRIVE NW
 INTERCHANGE IMPROVEMENT
 DRAINAGE PLAN
 STA. 11+50 - 16+00 'A' LINE
 C.S.P. 0823



City of Gig Harbor, The "Meridome City"
 DEPARTMENT OF PUBLIC WORKS
 3010 Commerce Street
 Gig Harbor, WA 98503
 (253) 851-8143



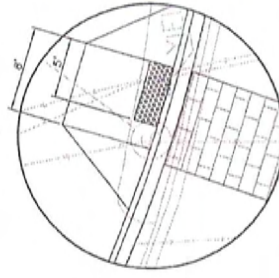
NO.	DATE	REVISION	BY	APPROVED

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 DATE: [blank]
 DESIGNED BY: [blank]
 CHECKED BY: [blank]
 DATE: [blank]
 DESIGNED BY: [blank]
 CHECKED BY: [blank]
 DATE: [blank]

SHEET NO. 94
 TOTAL SHEETS 280
 DR-3

DRAINAGE NOTES:

- 1 INSTALL DRAINAGE STRUCTURE AND PIPE PER STORM DRAINAGE PROFILES
- 2 INSTALL CS AT EXISTING CB LOCATION AND CONNECT PER STORM DRAINAGE PROFILES
- 3 INSTALL CS OVER EXISTING PIPE AND CONNECT PER STORM DRAINAGE PROFILES
- 4 CONNECT STORM PIPE TO EXISTING CS PER STORM DRAINAGE PROFILES
- 5 INSTALL OUTFALL PROTECTION PER DETAIL, SHEET SD-11
- 6 INSTALL INLET PROTECTION PER DETAIL, SHEET SD-11
- 7 BEVEL PIPE END PER MCOOT STD. PLAN B-70.20-00
- 8 INSTALL TRASH RACK PER DETAIL, SHEET SD-11
- 9 CONSTRUCT DITCH, SEE TYPICAL SECTIONS XS-01 TO XS-10
- 10 INSTALL UNDERDRAIN PIPE 6 INCH DIAM. PER DETAIL, SHEET SD-11
- 11 INSTALL SOLID LOOKING LD
- 12 ADJUST MANHOLE AND CATCH BASIN TO GRADE
- 13 INSTALL STENCIL ON PAVEMENT NEAR CATCH BASIN. SEE DETAIL, SHEET SD-11
- # SEE DRAINAGE PROFILES, SHEETS SD-1 TO SD-9



MANHOLE ADJUSTMENT DETAIL
 SCALE: 1"=4'

GM-1576
 Exhibit D
 Sheet 3 of 4

SR 16/BURNHAM DRIVE NW
 INTERCHANGE IMPROVEMENTS
 DRAINAGE PLAN
 STA. 16+00 - 20+50 'A' LINE
 C.S.P. 0823

DAVID EVANS AND ASSOCIATES INC.
 2750 Northway Blvd, Suite 311
 Federal Heights, Colorado 80102
 Phone: 303.502.8790

City of Gig Harbor, The "Maritime City,"
 DEPARTMENT OF PUBLIC WORKS
 3000 Grandview Street
 Gig Harbor, WA 98250
 (253) 851-8145



LOC. DATE BY APPROVED

REVISION

DATE PLOTTED: 01/26/09

DATE DRAWN: 01/26/09

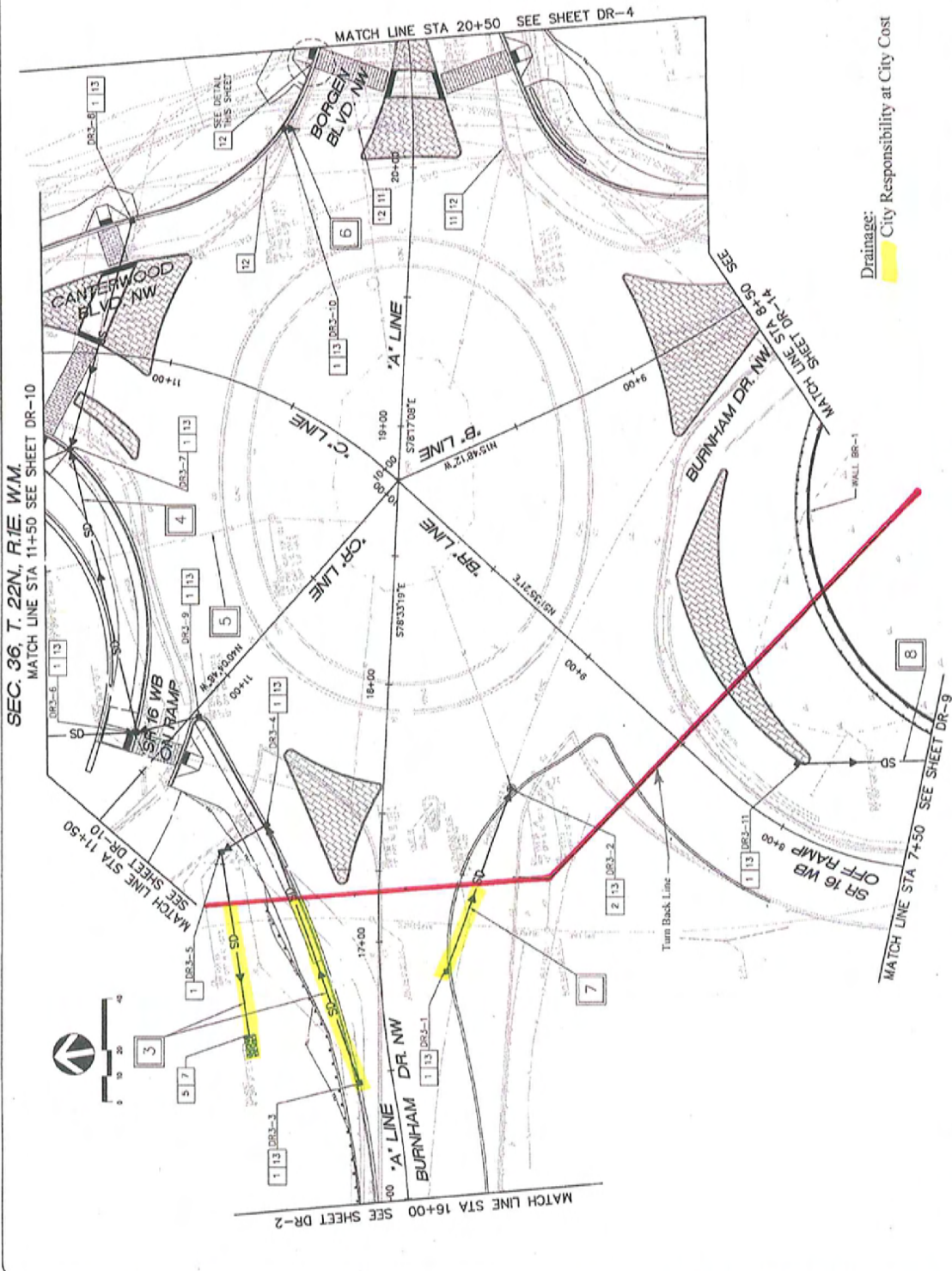
DATE CHECKED: 01/26/09

DATE SURVEYED: 01/26/09

DATE SHOWN: 01/26/09

DATE SAVED: 01/26/09

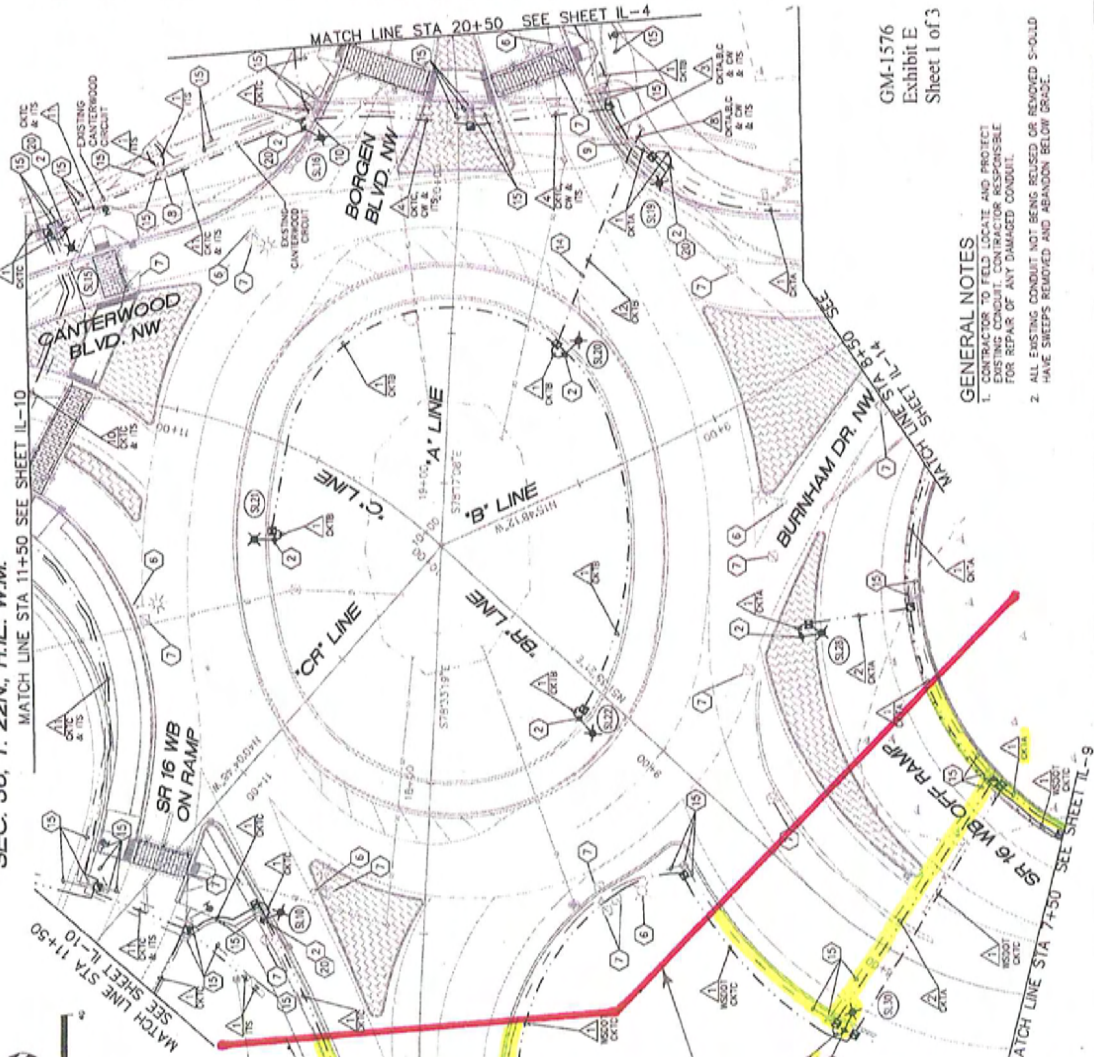
DATE PRINTED: 01/26/09



Drainage: City Responsibility at City Cost

ILLUMINATION NOTES

- CONSTRUCT FOUNDATION TYPE B PER FOUNDATION DETAIL ON WSDOT STD. PLAN J-20.30-00. INSTALL NEW OR SALVAGED LIGHT STANDARD AND LUMINAIRE. (SEE ILLUMINATION NOTE 6)
- CONSTRUCT FOUNDATION TYPE B PER FOUNDATION DETAIL ON WSDOT STD. PLAN J-20.30-00. INSTALL NEW OR SALVAGED LIGHT STANDARDS AND LUMINAIRE PER LUMINAIRE SCHEDULE.
- EXISTING STREET LIGHTING TO REMAIN.
- CONSTRUCT SERVICE CABINET FOUNDATION, FURNISH AND INSTALL NEW WSDOT SERVICE CABINET TO REMAIN. REMOVE EXISTING SERVICE CABINET TO WSDOT. REMOVE EXISTING SERVICE CABINET WHEN NEW SERVICE IS ACTIVATED (SEE SHEET IL-17 FOR TEMPORARY ILLUMINATION PLAN).
- REMOVE EXISTING J-BOX.
- REMOVE EXISTING STREET LIGHT, STORE AND REINSTALL ON NEW FOUNDATION. (SEE ILLUMINATION NOTE 1) RETURN UNUSED LIGHT STANDARDS TO OWNER. SEE SHEET IL-1 FOR SHOP CONTACT INFORMATION.
- INSTALL NEW WSDOT CAMERA TO REMAIN.
- EXISTING WSDOT CAMERA TO REMAIN.
- INSTALL SERVICE TO FLASHING BEACON LIGHT PER WSDOT STD. PLAN J-7-A. SEE SH-1 FOR SIGN INFORMATION.
- DIRECTIONAL BORE CONDUIT UNDER ROADWAY, TRUCK APRON, AND RETAINING WALL.
- SEE SHEETS ITS-1153 FOR J-BOX, FOUNDATION AND WIRING DETAILS.
- FURNISH AND INSTALL SERVICE WIRE PER UTILITY COMPANY REQUIREMENTS.
- REMOVE EXISTING SERVICE WIRE WHEN EXISTING SERVICE CABINET IS REMOVED.
- INSTALL NEW OR SALVAGED LIGHT STANDARD AND LUMINAIRE ON CONDUIT BARRIER PER DETAIL SHEET IL-16 AND WSDOT STD. PLAN C-2b.
- INTERCEPT EXISTING WIRE AND RE-ROUTE THROUGH NEW J-BOX. SLICE STREET LIGHT TO EXISTING CABLE.
- CONSTRUCT OCTAGONAL BASE ON TOP OF FOUNDATION PER CITY DETAIL FIG. 2-37 IN CONTRACT DOCUMENTS (VOLUME 1) APPENDIX.



ILLUMINATION LEGEND

EXIST	NEW	DESCRIPTION
(Symbol)	(Symbol)	DECORATIVE LUMINAIRE
(Symbol)	(Symbol)	WSDOT COBRA HEAD LUMINAIRE
(Symbol)	(Symbol)	TYPE 1 JUNCTION BOX (WITH LOCKING LID) PER WSDOT STD. PLAN J-40.10-00
(Symbol)	(Symbol)	TYPE 2 JUNCTION BOX (WITH LOCKING LID) PER WSDOT STD. PLAN J-40.10-00
(Symbol)	(Symbol)	TYPE 3 JUNCTION BOX (WITH LOCKING LID) PER WSDOT STD. PLAN J-40.30-00
(Symbol)	(Symbol)	SERVICE CABINET
(Symbol)	(Symbol)	TRAFFIC CONTROLLER
(Symbol)	(Symbol)	CONDUIT
(Symbol)	(Symbol)	TRAMP CAMERA
(Symbol)	(Symbol)	TRAMP CONTROL SIGNAL

LUMINAIRE SCHEDULE

#	STATION/OFFSET	CIRCUIT	OWNER	COMMENTS
SL2	"A" 16+45	30' RT	C	COB
SL10	"A" 17+50	30' LT	C	COB
SL15	"A" 18+75	100' LT	C	COB
SL16	"A" 20+19	30' LT	C	COB
SL19	"A" 20+40	30' RT	A	COB
SL20	"A" 20+45	30' RT	B	COB
SL21	"A" 18+75	100' LT	B	COB
SL22	"A" 18+75	100' LT	B	COB
SL28	"B" 8+42	30' RT	A	COB
SL30	"B" 8+50	30' LT	A	COB

City Responsibility at City Cost

GM-1576
 Exhibit E
 Sheet 1 of 3

- GENERAL NOTES**
- CONTRACTOR TO FIELD, LOCATE AND PROTECT ALL UTILITIES AND BE RESPONSIBLE FOR REPAIR OF ANY DAMAGED CONDUIT.
 - ALL EXISTING CONDUIT NOT BEING REUSED OR REMOVED S-O-L-D. HAVE SWEEPS REMOVED AND ABANDON BELOW GRADE.

WIRING & CONDUIT SCHEDULE

CONDUIT SIZE (IN)	WIRE SIZE (#8 SL)	BARRE END	COMMENTS
2	2	1	SPARE
2	2	2	REQUIRES ITS SERVICE
2	2	3	SPARE
2	2	4	1
2	2	5	1
2	2	6	1
2	2	7	1
2	2	8	1
2	2	9	1
2	2	10	1
2	2	11	1
2	2	12	1

SR 16/BURNHAM DRIVE NW INTERCHANGE IMPROVEMENTS ILLUMINATION PLAN
 STA. 16+00 - 20+50 'A' LINE
 C.S.P. 0823

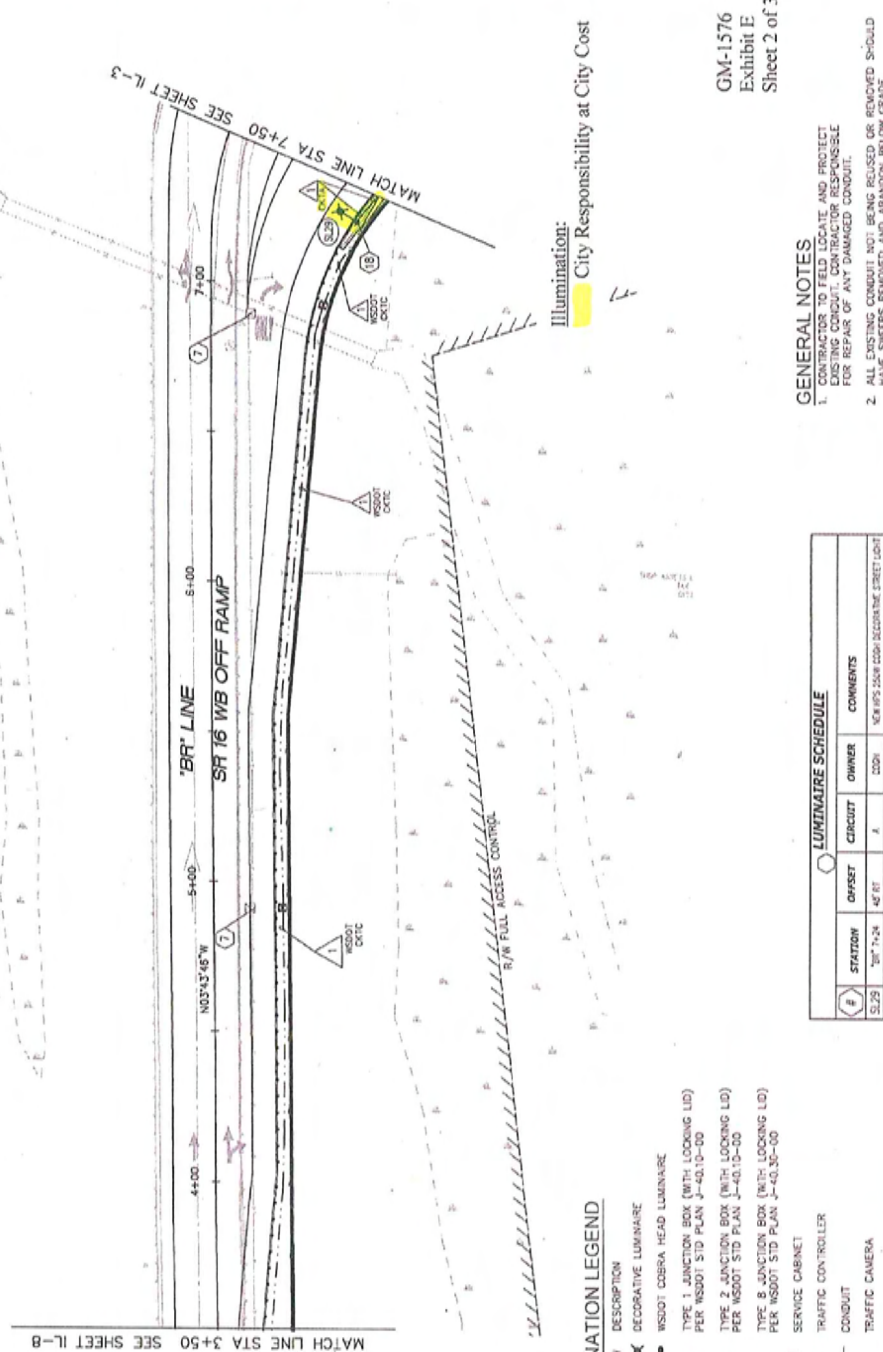
DAVID EVANS and ASSOCIATES INC.
 2107 Parkway East, Suite 100
 Portland, OR 97202
 Phone: 503.222.2700

City of Gig Harbor, The "Maritime City,"
 DEPARTMENT OF PUBLIC WORKS
 1800 Columbia Blvd.
 Gig Harbor, WA 98203
 (253) 854-8145



NO.	DATE	BY	APPROVED	REVISION

SEC. 36, T. 22N., R. 1E. W.M.



ILLUMINATION LEGEND

- EXIST NEW DESCRIPTION
- ✱ DECORATIVE LUMINAIRE
- ⊕ WSJOT COBRA HEAD LUMINAIRE
- ⊕ TYPE 1 JUNCTION BOX (WITH LOCKING LID) PER WSJOT STD PLAN J-40.10-00
- ⊕ TYPE 2 JUNCTION BOX (WITH LOCKING LID) PER WSJOT STD PLAN J-40.10-00
- ⊕ TYPE B JUNCTION BOX (WITH LOCKING LID) PER WSJOT STD PLAN J-40.30-00
- ⊕ SERVICE CABINET
- ⊕ TRAFFIC CONTROLLER
- CONDUIT
- TRAFFIC CAMERA
- RAMP CONTROL SIGNAL

LUMINAIRE SCHEDULE

#	STATION	OFFSET	CIRCUIT	OWNER	COMMENTS
1	3+75	30" 7x8	A	UDH	SEE WPS 250W COB-DECORATIVE STREET LIGHT

GENERAL NOTES

1. CONTRACTOR TO FIELD LOCATE AND PROTECT EXISTING CONDUIT. CONTRACTOR RESPONSIBLE FOR REPAIR OF ANY DAMAGED CONDUIT.
2. ALL EXISTING CONDUIT NOT BEING REUSED OR REMOVED SHOULD HAVE SHEEPS REMOVED AND ABANDON BELOW GRADE.

ILLUMINATION:
 City Responsibility at City Cost

GM-1576
 Exhibit E
 Sheet 2 of 3

ILLUMINATION NOTES

1. CONSTRUCT FOUNDATION TYPE B PER FOUNDATION DETAIL ON WSJOT STD. PLAN J-28.30-00. INSTALL NEW OR SALVAGED LIGHT STANDARD AND LUMINAIRE. (SEE ILLUMINATION NOTE 6)
2. CONSTRUCT FOUNDATION TYPE B PER FOUNDATION DETAIL ON WSJOT STD. PLAN J-28.30-00. INSTALL NEW OR SALVAGED DECORATIVE LIGHT STANDARD AND LUMINAIRE PER LUMINAIRE SCHEDULE.
3. EXISTING STREET LIGHTING TO REMAIN.
4. CONSTRUCT SERVICE CABINET FOUNDATION. FURNISH AND INSTALL NEW SERVICE CABINET TYPE E PER WSJOT STD. PLAN J-34. DELIVER EXISTING SERVICE CABINET TO WSJOT. REMOVE EXISTING CABINET WHEN NEW SERVICE IS ACTIVATED (SEE SHEET IL-17 FOR TEMPORARY ILLUMINATION PLAN).
5. SERVICE CABINET AND CONTROLLER FOUNDATION. (SEE SHEET ITS-1 FOR RELOCATION.)
6. REMOVE EXISTING STREET LIGHT, STAKE AND REINSTALL ON NEW FOUNDATION. (SEE ILLUMINATION NOTE 1) RETURN UNUSED LIGHT STANDARDS TO OWNER. SEE SHEET IL-1 FOR SHOP CONTACT INFORMATION.
7. REMOVE EXISTING J-BOX
8. EXISTING J-BOX TO REMAIN
9. EXISTING J-BOX TO REMAIN. INSTALL NEW CONDUIT IN EXISTING J-BOX. SPlice NEW ILLUMINATION WIRE TO EXISTING WIRE.
10. EXISTING J-BOX TO REMAIN. SPlice CANTERWOOD CIRCUIT TO EXISTING WIRE.
11. INTERCEPT CONDUIT AND EXTEND TO NEW J-BOX.
12. EXISTING WSJOT CAMERA TO REMAIN.
13. INSTALL SERVICE TO FLASHING BEACON LIGHT PER WSJOT STD. PLANS J7-A. SEE SH-1 FOR SON INFORMATION.
14. DIRECTIONAL BORE CONDUIT UNDER ROADWAY, TRUCK APPROX. AND RETAINING WALL.
15. SET SHEETS ITS-1/ITS-2 FOR J-BOX FOUNDATION AND WIRING DETAILS.
16. FURNISH AND INSTALL SERVICE WIRE PER UTILITY COMPANY REQUIREMENTS.
17. REMOVE EXISTING SERVICE WIRE WHEN EXISTING SERVICE CABINET IS REMOVED.
18. INSTALL NEW OR SALVAGED LIGHT STANDARD AND LUMINAIRE ON EXISTING SERVICE CABINET PER DETAIL SHEET IL-16 AND WSJOT STD. PLAN C-85.
19. IN INTERCEPT EXISTING WIRE AND RE-ROUTE THROUGH NEW J-BOX. SLICE STREET LIGHT TO EXISTING CABLE.
20. CONSTRUCT OCTAGONAL BASE ON TOP OF FOUNDATION PER CITY DETAIL FIG. 2-37 IN CONTRACT DOCUMENTS (VOLUME 1) APPENDIX.

WIRING & CONDUIT SCHEDULE

CONDUIT	WIRE	SIZE	SIZE	#	WIRE	#	WIRE	COMMENTS
A	SIZE	SIZE	SIZE	#	WIRE	#	WIRE	
1	2"	2"	2"	1	2	1	2	
2	2"	2"	2"	1	2	1	2	SPARE
3	2"	2"	2"	1	2	1	2	INCLUDES ITS SERVICE
4	2"	2"	2"	1	2	1	2	INCLUDES ITS SERVICE
5	2"	2"	2"	1	2	1	2	SPARE
6	2"	2"	2"	1	2	1	2	SPARE
7	2"	2"	2"	1	2	1	2	SPARE
8	2"	2"	2"	1	2	1	2	SPARE
9	2"	2"	2"	1	2	1	2	SPARE
10	2"	2"	2"	1	2	1	2	SPARE
11	2"	2"	2"	1	2	1	2	SPARE
12	2"	2"	2"	1	2	1	2	SPARE

SR 16/BUURNHAM DRIVE NW
 INTERCHANGE IMPROVEMENTS
 ILLUMINATION PLAN
 STA. 3+50 - 7+50 'BR' LINE
 C.S.P. 0823

DAVID EVANS AND ASSOCIATES, INC.
 2849 Pacific Hwy, Edin, Wash 98117
 Phone: 206-462-3750

City of Gig Harbor, The "Maritime City."
 DEPARTMENT OF PUBLIC WORKS
 3300 Grandview Street
 Gig Harbor, WA 98325
 (253) 831-8400



NO.	DATE	BY	APPROVED

DRAWING NO:	IL-9
DATE SURVEYED:	
DESIGNED BY:	
CHECKED BY:	
DATE PLANNED:	JUNE 2009

SEC. 36, T. 22N., R. 1E. WM.

MATCH LINE STA 14+50 SEE SHEET IL-11

SHEET NO. 1865
TOTAL SHEETS 260
IL-10

ILLUMINATION LEGEND

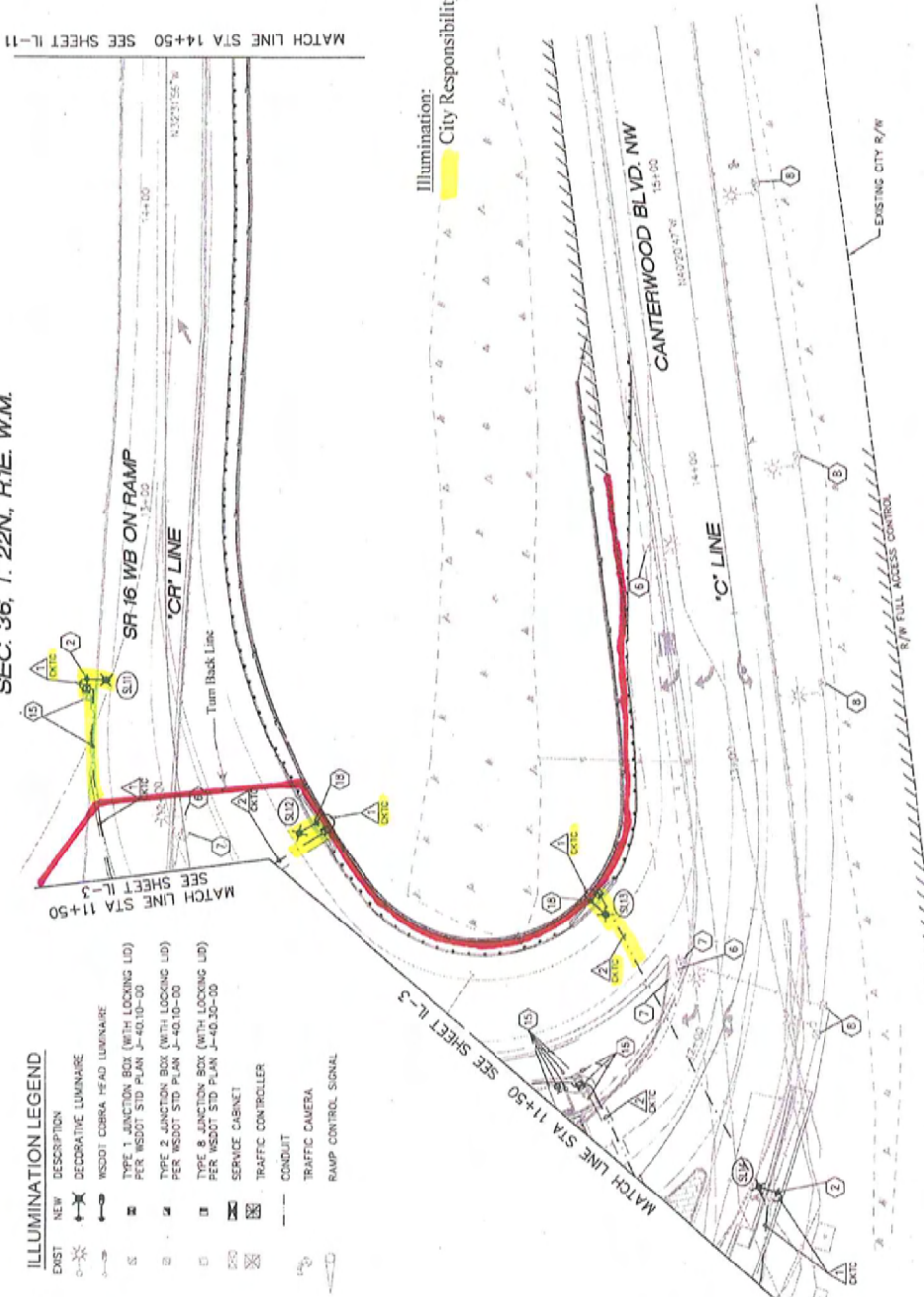
- EXIST NEW
- DESCRIPTION
- DECORATIVE LUMINAIRE
- WSDOT COBRA HEAD LUMINAIRE
- TYPE 1 JUNCTION BOX (WITH LOCKING LID) PER WSDOT STD PLAN J-40.10-00
- TYPE 2 JUNCTION BOX (WITH LOCKING LID) PER WSDOT STD PLAN J-40.10-00
- TYPE 8 JUNCTION BOX (WITH LOCKING LID) PER WSDOT STD PLAN J-40.30-00
- SERVICE CABINET
- TRAFFIC CONTROLLER
- CONDUIT
- TRAFFIC CAMERA
- RAMP CONTROL, SIGNAL



ILLUMINATION NOTES

1. CONSTRUCT FOUNDATION TYPE B PER FOUNDATION DETAIL ON WSDOT STD. PLAN J-28.30-00. INSTALL NEW OR SALVAGED LIGHT STANDARD AND LUMINAIRE. (SEE ILLUMINATION NOTE 9)
2. CONSTRUCT FOUNDATION TYPE B PER FOUNDATION DETAIL ON WSDOT STD. PLAN J-28.30-00. INSTALL NEW OR SALVAGED DECORATIVE LIGHT STANDARD AND LUMINAIRE PER LUMINAIRE SCHEDULE.
3. EXISTING STREET LIGHTING TO REMAIN.
4. CONSTRUCT SERVICE CABINET FOUNDATION, FINISH AND INSTALL NEW SERVICE CABINET TYPE E PER WSDOT STD. PLAN J-34. DELIVER EXISTING SERVICE CABINET TO WSDOT. REMOVE EXISTING CABINET WHEN NEW SERVICE IS ACTIVATED (SEE SHEET IL-17 FOR TEMPORARY ILLUMINATION PLAN).
5. SERVICE CABINET AND CONTROLLER FOUNDATION. (SEE SHEET ITS-1 FOR RELOCATION.)
6. REMOVE EXISTING STREET LIGHT, STORE AND REINSTALL ON NEW FOUNDATION. (SEE ILLUMINATION NOTE 1) RETURN UNUSED LIGHT STANDARDS TO OWNER. SEE SHEET IK-1 FOR SHOP CONTACT INFORMATION.
7. REMOVE EXISTING J-BOX.
8. EXISTING J-BOX TO REMAIN.
9. EXISTING J-BOX TO REMAIN. INSTALL NEW CONDUIT IN EXISTING J-BOX. SPlice NEW ILLUMINATION WIRE TO EXISTING WIRE.
10. EXISTING J-BOX TO REMAIN. SPlice CANTERWOOD CIRCUIT TO EXISTING WIRE.
11. INTERCEPT CONDUIT AND EXTEND TO NEW J-BOX.
12. EXISTING WSDOT CAMERA TO REMAIN.
13. INSTALL SERVICE TO FLASHING BEACON LIGHT. PER WSDOT STD. PLANS J7-A. SEE SM-1 FOR SIGN INFORMATION.
14. DIRECTIONAL BORE CONDUIT UNDER ROADWAY, TRUCK APRON, AND RETAINING WALL.
15. SEE SHEETS ITS1-ITS3 FOR BORE, FOUNDATION AND WIRING DETAILS.
16. FINISH AND INSTALL SERVICE WIRE PER UTILITY COMPANY REQUIREMENTS.
17. REMOVE EXISTING SERVICE WIRE WHEN EXISTING SERVICE CABINET IS REMOVED.
18. INSTALL NEW OR SALVAGED LIGHT STANDARD AND LUMINAIRE ON BARRIER PER DETAIL SHEET IL-16 AND WSDOT STD. PLAN C-6.
19. INTERCEPT EXISTING WIRE AND RE-ROUTE THROUGH NEW BORE. SPlice STREET LIGHT TO EXISTING CABLE.
20. CONSTRUCT OCTAGONAL BASE ON TOP OF FOUNDATION PER CITY DETAIL FIG. 2-37 IN CONTRACT DOCUMENTS (VOLUME 1) APPENDIX.

Illumination: City Responsibility at City Cost



GM-1576
Exhibit E
Sheet 3 of 3

GENERAL NOTES
 1. CONTRACTOR TO FIELD LOCATE AND PROTECT ALL UTILITIES AND REMOVE ANY DAMAGED CONDUIT FOR REPAIR OF ANY DAMAGED CONDUIT.
 2. ALL EXISTING CONDUIT NOT BEING REUSED OR REMOVED SHOULD HAVE SWEEPS REMOVED AND REGRADE BELOW GRADE.

LUMINAIRE SCHEDULE

F	STATION	OFFSET	CIRCUIT	OWNER	COMMENTS
	SL11	10' 12-4'	C	CDM	NEW HPS 250W COOL DECORATIVE STREET LIGHT
	SL12	10' 11-7'	C	CDM	SALVAGED HPS 250W COOL DECORATIVE STREET LIGHT
	SL13	11' 10-4'	C	CDM	SALVAGED HPS 250W COOL DECORATIVE STREET LIGHT
	SL14	11' 10-4'	C	CDM	SALVAGED HPS 250W COOL DECORATIVE STREET LIGHT

WIRING & CONDUIT SCHEDULE

A	CONDUIT	WIRE	SIZE	# OF ST. BAR	#S	COMMENTS
1	2"	2	2"	1	1	SPARE
2	2"	2	2"	1	1	SPARE
3	2"	2	2"	1	1	INCLUDES ITS SERVICE
4	2"	2	2"	1	1	SPARE
5	2"	2	2"	1	1	SPARE
6	2"	2	2"	1	1	SPARE
7	2"	2	2"	1	1	SPARE
8	2"	2	2"	1	1	SPARE
9	2"	2	2"	1	1	SPARE
10	2"	2	2"	1	1	INCLUDES ITS SERVICE
11	2"	2	2"	1	1	SPARE
12	2"	2	2"	1	1	INCLUDES ITS SERVICE

SR 16/BURNHAM DRIVE NW INTERCHANGE IMPROVEMENTS ILLUMINATION PLAN STA. 11+50 - 14+50 'CR' LINE STA. 11+50 - 15+50 'C' LINE C.S.P. 0823

DAVID EVANS AND ASSOCIATES INC.
 3700 Pacific Hwy, East Suite 311
 Tacoma, Washington 98422
 PH: 252.821.2910

City of Gig Harbor, The "Maritime City," DEPARTMENT OF PUBLIC WORKS
 2800 Commodore Street
 Gig Harbor, WA 98503
 (253) 861-3840

GIG HARBOR
 THE MARITIME CITY

DESIGNED BY:	DATE:	APPROVED BY:	DATE:
DRAWN BY:	DATE:	REVISION:	
BOOK NO.:			
DATE PLOTTED:	JUNE 2023		



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

Subject: 2011 Pavement Maintenance and Repair Project – Construction Contract Award

Proposed Council Action: Award and authorize the Mayor to execute a Public Works Contract with Looker & Associates in an amount not exceed \$330,474.20 for the award of Bid Schedules A, B, D, and E of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$10,000 to cover any cost increases that may result from contract change orders.

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Langhelm *JL*

For Agenda of: May 9, 2011

Exhibits: Public Works Contract and Bid Tab

Concurred by Mayor: *CLH 5/5/11*
Approved by City Administrator:
Approved as to form by City Atty: *VIA EMAIL 5/5/11*
Approved by Finance Director: *5/5/11*
Approved by Department Head: *JL FOR STEVE M.*

Initial &
Date

Expenditure Required	\$ 340,474.20	Amount Budgeted	\$ 300,000	Appropriation Required	40,474.20 \$0 <i>CLH</i>
-----------------------------	---------------	------------------------	------------	-------------------------------	--------------------------

INFORMATION/BACKGROUND

Each year the City of Gig Harbor budgets for the maintenance of existing roadways throughout the City. Due to the limited budget in 2011 staff prepared the contract documents to include two roadways as base bid schedules (Sch A - Soundview Drive Chip Seal and Sch B - Harborview Drive Overlay) and three roadways as alternatives bid schedules (Sch C - Burnham Drive Pavement Repair, Sch D - 38th Avenue Chip Seal Repair, and Sch E - 50th Street Paving).

BID RESULTS

The 2011 Pavement Maintenance and Repair Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost for Schedules A, B, D and E was \$321,162. A total of four bid proposals were received by the City of Gig Harbor on May 4, 2010. Bid results from each bidder are summarized below showing a total bid amount for Bid Schedules A, B, D, and E only.

BIDDER	TOTAL BID AMOUNT
1. Looker & Associates	\$ 330,474.20
2. Doolittle Construction	\$ 367,057.70
3. Tucci & Sons	\$ 398,356.00
4. AA Asphaltting*	\$ 389,612.75

*AA Asphaltting's bid was found to have multiple irregularities in their bid and as such has been

removed from consideration.

FISCAL CONSIDERATION

The 2011 City of Gig Harbor Budget includes funding for this work in the Street Division Capital budget. The budget summary for this item is provided in the table below:

2011 Budget for Street Division Capital, Objective No. 8	\$ 300,000
Anticipated 2011 Expenses:	
Schedule A – Soundview Drive Chip Seal (Base Bid)	(\$ 250,977.80)
Schedule B – Harborview Drive Overlay (Base Bid)	(\$ 44,959.20)
Schedule D – 38 th Avenue Chip Seal Repair (Alternative Bid)	(\$ 16,678.40)
Schedule E – 50 th Street Paving (Alternative Bid)	(\$ 17,858.80)
Change Order Authority for Public Works Contract	(\$ 10,000.00)
<i>Materials Testing Contract</i>	(\$ 2,000)
<i>Change Order Authority for Materials Testing Contract</i>	(\$ 200)
Note: Items in <i>italics</i> are estimated	Remaining 2011 Budget = (\$ 42,674.20)

The recommended contract expenditure for this project exceeds the available 2011 Budget amount. The ending fund balance in the City’s 2011 Budget for the Streets Division – Operating Fund is currently estimated at \$175,805. Therefore sufficient funds exist in the fund balance to support the added expenditures. Staff believes the exceedence of the budgeted amount is acceptable in this instance due to the previously unanticipated desire to award of the alternative bid schedules.

BOARD OR COMMITTEE RECOMMENDATION

The City’s Operations and Public Projects Committee has reviewed Staff’s proposed pavement maintenance and repair locations at their February and April 2011 meetings. Each time Staff was unsure the extent to which the roadways identified in the 2011 Budget would be completed as part of this project due to budgetary constraints. Each time the Committee requested Staff maximize the amount of roadway maintenance performed within the budget available.

RECOMMENDATION/MOTION

Award and authorize the Mayor to execute a Public Works Contract with Looker & Associates in an amount not exceed \$330,474.20 for the award of Bid Schedules A, B, D, and E of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$10,000 to cover any cost increases that may result from contract change orders.

**2011 PAVEMENT MAINTENANCE AND REPAIR PROJECT
CSP-1107****PUBLIC WORKS CONTRACT**

THIS AGREEMENT, made and entered into, this ____ day of _____, 201_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Looker & Associates, Inc., organized under the laws of the State of Washington, located and doing business at 5625-189th Street East, Puyallup, Washington 98375, hereinafter called the "Contractor."

WITNESSETH:

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of repair and maintenance of asphalt concrete roadways within the City of Gig Harbor. More specifically, this work requires the repair of deteriorated sections of asphalt concrete roadway, placement of new roadway subgrade, placement of new hot mix asphalt, placement of single course bituminous surface treatment, and other work, all in accordance with the attached Contract Documents called "2011 Pavement Maintenance and Repair Project, CSP-1107", these Special Provisions, and the Standard Specifications which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Three Hundred Thirty Thousand Four Hundred Seventy-Four Dollars and Twenty Cents (\$330,474.20), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given within 21 days after the contract has been executed BY BOTH PARTIES. The Contractor shall commence construction activities on the project site within ten (10) calendar days of the Notice to Proceed date, unless otherwise DIRECTED BY THE OWNER in writing. Contract time shall begin on the first working day following the Notice to Proceed Date. Work shall be substantially complete in accordance with Section 1-08.5 of the Special Provisions in the Contract Documents.
2. The Contractor agrees to pay the City totaling \$850.00 per day for each and every day all work remains uncompleted after substantial completion date, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2010 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions.

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

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

CITY of GIG HARBOR:

CONTRACTOR:

 Charles L. Hunter, Mayor
 date
 City of Gig Harbor

 date
 Print Name: _____
 Print Title: _____

ATTEST:

 City Clerk
 date

APPROVED FOR FORM:

 City Attorney
 date

CITY OF GIG HARBOR													
2011 PAVEMENT MAINTENANCE AND REPAIR PROJECT CSP-1107													
Bid Opening: MAY 4, 2011 at 10:00 AM, Public Works Conference Room													
Addenda Issued: Addendum No. 1 dated 4/21/11, Addendum No. 2 dated 4/28/11													
Base Bid Schedule A: Soundview Drive													
ITEM	DESCRIPTION	UNIT	BID QUAN.	Engineer's Unit Price	Engineer's Totals	Looker & Assoc Unit Prices	Looker & Assoc Totals	Doolittle Constr Unit Prices	Doolittle Constr Totals	Tucci & Sons, Inc Unit Prices	Tucci & Sons, Inc Totals	AA Asphaltting Unit Prices	AA Asphaltting Totals
A-1	Mobilization	LS	1	\$18,000	\$18,000	\$8,200.00	\$8,200.00	\$15,000.00	\$15,000.00	\$38,300.00	\$38,300.00	\$17,845.25	\$17,845.25
A-2	Flaggers and Spotters	HR	132	\$46	\$6,072	\$55.80	\$7,365.60	\$44.00	\$5,808.00	\$45.00	\$5,940.00	\$51.25	\$6,765.00
A-3	Traffic Control Supervisor	HR	44	\$53	\$2,332	\$55.80	\$2,455.20	\$50.00	\$2,200.00	\$76.00	\$3,344.00	\$56.25	\$2,475.00
A-4	Other Temporary Traffic Control	LS	1	\$1,500	\$1,500	\$3,200.00	\$3,200.00	\$2,200.00	\$2,200.00	\$500.00	\$900.00	\$945.00	\$945.00
A-5	Pavement Repair	SY	2,109	\$47	\$99,123	\$104,395.50	\$104,395.50	\$125,063.70	\$125,063.70	\$72.00	\$151,848.00	\$57.75	\$121,794.75
A-6	Asphalt Emulsion CRS-2P	TON	54	\$1,300	\$70,200	\$925.00	\$49,950.00	\$990.00	\$53,460.00	\$900.00	\$48,600.00	\$66,825.00	\$66,825.00
A-7	Furnishing and Placing 3/8" x #10	TON	455	\$45	\$20,475	\$95.30	\$43,361.50	\$88.00	\$40,040.00	\$88.00	\$40,040.00	\$110.00	\$50,050.00
A-8	Asphalt for Fog Seal CSS-1H	TON	16	\$450	\$7,200	\$860.00	\$13,760.00	\$850.00	\$13,600.00	\$850.00	\$13,600.00	\$1,062.50	\$17,000.00
A-9	Install Pavement Markings	LS	1	\$9,864	\$9,864	\$10,090.00	\$10,090.00	\$8,400.00	\$8,400.00	\$8,306.00	\$8,306.00	\$10,382.50	\$10,382.50
A-10	Force Account	ALLOW	1	\$5,000	\$5,000	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
A-11	Maintenance Bond	LS	1	\$3,000	\$3,000	\$3,200.00	\$3,200.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
	SUB TOTAL				\$442,766.00		\$250,977.80		\$271,671.70		\$316,476.00		\$399,382.50
Base Bid Schedule B: Harborview Drive													
ITEM	DESCRIPTION	UNIT	BID QUAN.	Engineer's Unit Price	Engineer's Totals	Looker & Assoc Unit Prices	Looker & Assoc Totals	Doolittle Constr Unit Prices	Doolittle Constr Totals	Tucci & Sons, Inc Unit Prices	Tucci & Sons, Inc Totals	AA Asphaltting Unit Prices	AA Asphaltting Totals
B-1	Mobilization	LS	1	\$3,100	\$3,100	\$2,200.00	\$2,200.00	\$9,000.00	\$9,000.00	\$2,000.00	\$2,000.00	\$3,731.00	\$3,731.00
B-2	Flaggers and Spotters	HR	84	\$46	\$3,864	\$55.80	\$4,687.20	\$44.00	\$3,696.00	\$45.00	\$4,305.00	\$51.25	\$4,305.00
B-3	Traffic Control Supervisor	HR	28	\$53	\$1,484	\$55.80	\$1,562.40	\$50.00	\$1,400.00	\$76.00	\$2,128.00	\$56.25	\$1,575.00
B-4	Other Temporary Traffic Control	LS	1	\$1,500	\$1,500	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$500.00	\$900.00	\$693.00	\$693.00
B-5	Planing Bituminous Pavement	SY	780	\$7	\$5,460	\$7.32	\$5,709.60	\$12.60	\$9,828.00	\$7.75	\$6,045.00	\$11.75	\$9,165.00
B-6	HMA CL. 1/2 Inch, PG 64-22	TON	214	\$95	\$20,330	\$100.00	\$21,400.00	\$128.00	\$27,392.00	\$104.00	\$22,256.00	\$123.00	\$26,322.00
B-7	Adjust Utility Casting	EA	13	\$350	\$4,550	\$540.00	\$7,020.00	\$330.00	\$4,290.00	\$450.00	\$5,850.00	\$300.00	\$3,900.00
B-8	Install Pavement Markings	LS	1	\$161	\$161	\$380.00	\$380.00	\$500.00	\$500.00	\$480.00	\$480.00	\$475.00	\$475.00
B-9	Maintenance Bond	LS	1	\$2,000	\$2,000	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$500.00	\$900.00	\$100.00	\$100.00
	SUB TOTAL				\$42,449.00		\$44,959.20		\$55,706.00		\$43,539.00		\$50,266.00
Alternative Bid Schedule C: Burnham Drive													
ITEM	DESCRIPTION	UNIT	BID QUAN.	Engineer's Unit Price	Engineer's Totals	Looker & Assoc Unit Prices	Looker & Assoc Totals	Doolittle Constr Unit Prices	Doolittle Constr Totals	Tucci & Sons, Inc Unit Prices	Tucci & Sons, Inc Totals	AA Asphaltting Unit Prices	AA Asphaltting Totals
C-1	Mobilization	LS	1	\$3,400	\$3,400	\$1,300.00	\$1,300.00	\$1,100.00	\$1,100.00	\$1,750.00	\$1,750.00	\$1,974.00	\$1,974.00
C-2	Flaggers and Spotters	HR	60	\$46	\$2,760	\$55.80	\$3,348.00	\$44.00	\$2,640.00	\$45.00	\$2,700.00	\$51.25	\$3,075.00
C-3	Traffic Control Supervisor	HR	20	\$53	\$1,060	\$55.80	\$1,116.00	\$50.00	\$1,000.00	\$76.00	\$1,520.00	\$56.25	\$1,125.00
C-4	Other Temporary Traffic Control	LS	1	\$1,500	\$1,500	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$500.00	\$500.00	\$567.00	\$567.00
C-5	Pavement Repair	SY	751	\$47	\$35,297	\$56.00	\$42,056.00	\$59.30	\$44,534.30	\$72.00	\$54,072.00	\$87.75	\$43,370.25
C-6	Install Pavement Markings	LS	1	\$314	\$314	\$625.00	\$625.00	\$500.00	\$500.00	\$500.00	\$500.00	\$625.00	\$625.00
C-7	Maintenance Bond	LS	1	\$1,000	\$1,000	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$500.00	\$500.00	\$100.00	\$100.00
	SUB TOTAL				\$45,331.00		\$49,645.00		\$49,974.30		\$61,542.00		\$50,836.25
Alternative Bid Schedule D: 38th Chip Seal Repair													
ITEM	DESCRIPTION	UNIT	BID QUAN.	Engineer's Unit Price	Engineer's Totals	Looker & Assoc Unit Prices	Looker & Assoc Totals	Doolittle Constr Unit Prices	Doolittle Constr Totals	Tucci & Sons, Inc Unit Prices	Tucci & Sons, Inc Totals	AA Asphaltting Unit Prices	AA Asphaltting Totals
D-1	Mobilization	LS	1	\$1,300	\$1,300	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$2,950.00	\$2,950.00	\$1,214.00	\$1,214.00
D-2	Flaggers and Spotters	HR	36	\$46	\$1,656	\$55.80	\$2,008.80	\$44.00	\$1,584.00	\$45.00	\$1,620.00	\$51.25	\$1,845.00
D-3	Traffic Control Supervisor	HR	12	\$53	\$636	\$55.80	\$669.60	\$50.00	\$600.00	\$76.00	\$912.00	\$56.25	\$675.00
D-4	Other Temporary Traffic Control	LS	1	\$1,500	\$1,500	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$945.00	\$945.00
D-5	Asphalt Emulsion CRS-2P	TON	6	\$1,300	\$7,800	\$925.00	\$5,550.00	\$750.00	\$4,500.00	\$750.00	\$4,500.00	\$937.50	\$5,625.00
D-6	Furnishing and Placing 3/8" x #10	TON	50	\$45	\$2,250	\$100.00	\$5,000.00	\$70.00	\$3,500.00	\$70.00	\$3,500.00	\$87.50	\$4,375.00
D-7	Install Pavement Markings	LS	1	\$1,100	\$1,100	\$1,650.00	\$1,650.00	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00
D-8	Maintenance Bond	LS	1	\$1,000	\$1,000	\$550.00	\$550.00	\$100.00	\$100.00	\$500.00	\$500.00	\$50.00	\$50.00
	SUB TOTAL				\$17,242.00		\$16,673.40		\$13,584.00		\$15,982.00		\$16,604.00
Alternative Bid Schedule E: 50th Street													
ITEM	DESCRIPTION	UNIT	BID QUAN.	Engineer's Unit Price	Engineer's Totals	Looker & Assoc Unit Prices	Looker & Assoc Totals	Doolittle Constr Unit Prices	Doolittle Constr Totals	Tucci & Sons, Inc Unit Prices	Tucci & Sons, Inc Totals	AA Asphaltting Unit Prices	AA Asphaltting Totals
E-1	Mobilization	LS	1	\$1,400	\$1,400	\$800.00	\$800.00	\$4,000.00	\$4,000.00	\$1,400.00	\$1,400.00	\$1,239.50	\$1,239.50
E-2	Flaggers and Spotters	HR	24	\$46	\$1,104	\$55.80	\$1,339.20	\$44.00	\$1,056.00	\$45.00	\$1,080.00	\$51.25	\$1,230.00
E-3	Traffic Control Supervisor	HR	12	\$53	\$636	\$55.80	\$669.60	\$50.00	\$600.00	\$76.00	\$912.00	\$56.25	\$675.00
E-4	Other Temporary Traffic Control	LS	1	\$300	\$300	\$250.00	\$250.00	\$300.00	\$300.00	\$500.00	\$500.00	\$661.50	\$661.50
E-5	Subgrade Preparation	LS	1	\$1,000	\$1,000	\$550.00	\$550.00	\$2,120.00	\$2,120.00	\$2,900.00	\$2,900.00	\$2,028.00	\$2,028.00
E-6	Crushed Surfacing Top Course	TON	140	\$35	\$4,900	\$106.00	\$14,840.00	\$62.00	\$8,680.00	\$43.00	\$6,020.00	\$47.50	\$6,650.00
E-7	HMA CL. 1/2 Inch, PG 64-22	TON	80	\$128	\$10,240	\$8,480.00	\$67,840.00	\$10,240.00	\$10,240.00	\$108.00	\$8,640.00	\$129.00	\$10,320.00
E-8	Install Pavement Markings	LS	1	\$165	\$165	\$380.00	\$380.00	\$400.00	\$400.00	\$405.00	\$405.00	\$506.25	\$506.25
E-9	Maintenance Bond	LS	1	\$800	\$800	\$350.00	\$350.00	\$100.00	\$100.00	\$500.00	\$500.00	\$50.00	\$50.00
	SUB TOTAL				\$18,705.00		\$17,658.80		\$26,096.00		\$23,357.00		\$23,360.25
BASE BID SUBTOTAL (SCH A&B)					\$285,215.00		\$295,937.00		\$327,377.70		\$360,017.00		\$349,646.50
ALTERNATIVE BID SUBTOTAL (SCH C,D & E)					\$81,278.00		\$84,082.20		\$89,654.30		\$99,881.00		\$90,800.50
TOTAL BID AMOUNT					\$366,493.00		\$380,019.20		\$417,032.00		\$459,898.00		\$440,447.00
** AA Asphaltting, Inc. Bid Errors, Bid Withdrawn													

CERTIFICATE OF APPRECIATION

This Award is Presented to

PAUL W. NELSON

In Appreciation of Service

For The Gig Harbor Municipal Court

From November 1, 1996 – May 20, 2011

Given at Gig Harbor Civic Center this 9th day of May

in the year 2011

Charles J. Austin
SIGNATURE



Richard J. Jones
SIGNATURE



Subject: Second reading – Ordinance
Imposing a 6.5% retail sales and use tax
within the Gig Harbor Hospital Benefit Zone

Proposed Council Action: Adopt ordinance
after second reading

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: May 9, 2011

Exhibits: Ordinance

Concurred by Mayor:

Approved by City Administrator

Approved as to form by City Atty:

Approved by Finance Director:

Initial & Date

CLH May 3 11

RSK

by e-mail

CR 5/3/11

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

INFORMATION / BACKGROUND

The city established a Hospital Benefit Zone (HBZ) in July 2006. In October 2006, the zone was increased to include a small portion of unincorporated Pierce County.

The HBZ was created in order for the city to obtain state funding for certain infrastructure projects within the zone.

The base year, against which future revenues will be measured, was completed in 2007. Subsequent years are referred to as "measurement years," meaning that sales and use tax revenues received by the state that exceed that which was received in the base year can be used to match local money spent on eligible projects within the HBZ. The maximum state match is \$2 million dollars in any given year.

In order to receive the match, the city must have spent money on an eligible project in the preceding year; and impose a sales and use tax within the HBZ prior to July 1 in the year before the city expects to receive the funding.

This is not an additional tax. It will be credited against the portion of the 6.5% that the state would have received on any retail sale within the zone. Total sales and use taxes within the zone will remain at 8.4%.

FISCAL CONSIDERATION

A recap of the base and measurement years is listed below.

	Base Year	Measurement Years			Old Business - 1
	2007	2008	2009	2010	Page 2 of 12
State sales tax	\$4,549,775	\$12,630,698	\$13,157,466	\$12,467,919	
City sales tax	\$ 452,359	\$ 1,393,212	\$ 1,402,160	\$ 1,412,689	
County sales tax	\$ 241,427	\$ 532,003	\$ 604,518	\$ 486,271	

As the table above indicates, incremental sales and use tax revenue received by the state is adequate to provide the maximum state match of \$2 million.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt ordinance after second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, IMPOSING A 6.5% RETAIL SALES
AND USE TAX WITHIN THE GIG HARBOR
HOSPITAL BENEFIT ZONE.

PASSED: _____, 2011

Prepared by:

K&L GATES LLP
Seattle, Washington

CITY OF GIG HARBOR
ORDINANCE NO. _____
TABLE OF CONTENTS*

	<u>Page</u>
Section 1. Findings.....	4
Section 2. Imposition of Retail Sales and Use Tax.....	4
Section 3. Taxable Events.....	5
Section 4. Duration of the Tax.....	5
Section 5. Consistency with State Tax.....	5
Section 6. Collection of the Tax	6
Section 7. Distribution of Tax Proceeds and Limiting the Use Thereof.....	6
Section 8. General Authorization.....	6
Section 9. Prior Acts	6
Section 10. Severability	7
Section 11. Effective Date	7

* This Table of Contents and the Cover Page are for convenience of reference and are not intended to be a part of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, IMPOSING A 6.5% RETAIL SALES
AND USE TAX WITHIN THE GIG HARBOR
HOSPITAL BENEFIT ZONE.

WHEREAS, the Washington State Legislature in its 2006 Regular Session approved SHB 2670, as Chapter 111, Laws of 2006 (the "Act"), authorizing the formation of hospital benefit zones; and

WHEREAS, a hearing was held on July 24, 2006, and the City Council of the City of Gig Harbor, Washington (the "City") approved Ordinance No. 1052, forming the Gig Harbor Hospital Benefit Zone; and a hearing was held on October 23, 2006, and the City Council of the City of Gig Harbor, Washington approved Ordinance No. 1057, amending the Gig Harbor Hospital Benefit Zone; and

WHEREAS, subsequent to the formation of the Gig Harbor Hospital Benefit Zone, Pierce County, Washington (the "County"), pursuant to Resolution No. R2006-141 adopted on November 7, 2006, authorized an Interlocal Agreement with the City (the "Interlocal Agreement"), pursuant to which certain areas within the County and within the City's urban growth boundaries would be included within the Gig Harbor Hospital Benefit Zone (as expanded, the "Benefit Zone"); and

WHEREAS, in November 2006, the Department of Revenue (the "Department") approved the Benefit Zone and implemented the local tax location codes for the for the new zone effective January 1, 2007 for the purpose of imposing the local option sales and use tax authorized in RCW 82.14.465; and

WHEREAS, under the Act, the City and the County are authorized to finance certain public improvements including those set forth in City Ordinance No. 1052 as amended by City Ordinance No. 1057 (as defined therein, the “Public Improvements”); and

WHEREAS, pursuant to the Act and the Interlocal Agreement, the County will allocate excess local excise taxes to the City for the purpose of financing a portion of the costs of the Public Improvements; and

WHEREAS, the base year in which base amounts are determined for future calculations of incremental state and local sales and use tax revenues in the Benefit Zone was completed December 31, 2007 (the “Base Year”). In the Base Year, the State received \$4,549,775 in State sales and use tax on taxable activity generated within the Benefit Zone, and the 0.5% basic and 0.5% optional local sales and use taxes authorized in RCW 82.14.030 on taxable activity within the Benefit Zone generated \$452,359 in tax revenue for the City and \$241,427 for the County; and

WHEREAS, the year ending December 31, 2008 was the first measurement year for the Benefit Zone. In such year, the State received \$12,630,698 in State sales and use tax on taxable activity generated within the Benefit Zone, and the 0.5% basic and 0.5% optional local sales and use taxes authorized in RCW 82.14.030 on taxable activity within the Benefit Zone generated \$1,393,212 in tax revenue for the City and \$532,003 for the County; and

WHEREAS, the year ending December 31, 2009 was the second measurement year for the Benefit Zone. In such year, the State received \$13,157,466 in State sales and use tax on taxable activity generated within the Benefit Zone, and the 0.5% basic and 0.5% optional local sales and use taxes authorized in RCW 82.14.030 on taxable activity within the Benefit Zone generated \$1,402,160 in tax revenue for the City and \$604,518 for the County; and

WHEREAS, the year ending December 31, 2010 was the third measurement year for the Benefit Zone. In such year, the State received \$12,467,919 in State sales and use tax on taxable activity generated within the Benefit Zone, and the 0.5% basic and 0.5% optional local sales and use taxes authorized in RCW 82.14.030 on taxable activity within the Benefit Zone generated \$1,412,689 in tax revenue for the City and \$486,271 for the County; and

WHEREAS, pursuant to RCW 39.100.050, the City is authorized to impose a retail sales and use tax under RCW 82.14.465 to finance the Public Improvements; and

WHEREAS, the tax will be deducted from the amount of tax otherwise required to be collected or paid over to the State of Washington (the "State"), operating to shift a share of the sales and use tax revenues to Benefit Zone; and

WHEREAS, the rate of tax may not exceed 6.5% of the selling price in the case of a sales tax or the value of the article used in the case of a use tax but in no case may the tax exceed what is necessary for the City to receive its entire annual State contribution in a ten-month period of time; and

WHEREAS, revenues collected under RCW 82.14.465 are further limited to the lesser of (a) \$2 million, (b) the amount of local matching funds provided by the local government, or (c) the amount of incremental State revenue received by the State in the previous year as a result of economic development within the benefit zone; and

WHEREAS, the tax imposed under RCW 82.14.465 will expire upon the earlier of the date (a) the tax allocation revenues are no longer used for the Public Improvements and Public Improvement costs, (b) when bonds issued for financing the costs of the Public Improvements are retired, or (c) that is thirty years after the tax is first imposed; and

WHEREAS, it is deemed necessary and advisable that the City now impose a 6.5% sales and use tax in accordance with the Act for this purpose; and

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

Section 1. Findings. The City hereby finds it to be in the public interest and particularly in the interest of the citizens of the City to impose a sales and use tax in accordance with the Act.

(a) The estimated cost of the Public Improvements is \$136,570,000, all or a portion of which is expected to be financed by proceeds of bonds.

(b) The imposition of the local excise taxes by the City pursuant to RCW 39.100.050 and RCW 82.14.465 is in the best interests of the City and in furtherance of the purposes of the Act.

(c) In Ordinance No. 1052 and Ordinance No. 1057, the City Council has made the findings required by the Act.

Section 2. Imposition of Retail Sales and Use Tax. Pursuant to RCW 82.14.465, the City hereby levies a tax on each retail sale within the official boundaries of the City of 6.5% of the selling price. Pursuant to RCW 82.14.465, the City hereby also levies a tax or excise for the privilege of using within the City as a consumer the articles set forth in chapter 82.14 RCW, to be collected from every person within the official boundaries of this City. The tax shall be levied and collected in an amount equal to the value of the article used by the taxpayer multiplied by the rate in effect for the retail sales tax under this Section 2.

Notwithstanding anything to the contrary in this ordinance, the amount of taxes received by the City in any fiscal year (as defined in RCW 39.100.030) pursuant to the authority granted

in this ordinance shall not exceed the amount of the State contribution, and the taxes shall cease to be distributed for the remainder of any fiscal year in which either: (a) the amount of tax distributions totals the amount of the State contribution; (b) the amount of tax distributions totals the amount of local public sources, dedicated in the previous calendar year to finance Public Improvements authorized under chapter 39.100 RCW, expended in the previous year for Public Improvement costs or used to pay for other bonds issued to pay for Public Improvements; or (c) the amount of revenue from taxes imposed by all cities, towns, and counties under chapter 39.100 RCW totals the annual state credit limit of \$2 million in any fiscal year. If the taxes imposed pursuant to this ordinance cease to be distributed for any of the reasons provided in the preceding sentence, the taxes shall be distributed to the City again beginning in the next fiscal year, subject to the restrictions in RCW 82.14.465. Any revenue generated by the taxes imposed pursuant to this ordinance in excess of the amounts specified above shall be remitted to the State for such period.

Section 3. Taxable Events. The taxes imposed pursuant to Section 2 shall be in addition to other taxes authorized by law, and shall be collected from those persons who are taxable by the State of Washington under chapters 82.08 and 82.12 RCW, respectively, upon the occurrence of any taxable event within the taxing jurisdiction of the City.

Section 4. Duration of the Tax. The taxes imposed pursuant to Section 2 shall be in effect from July 1, 2011 until the earlier of the date (a) the tax allocation revenues are no longer used for the Public Improvements, (b) when bonds issued for financing the costs of the Public Improvements are retired, or (c) that is thirty years after the tax is first imposed.

Section 5. Consistency with State Tax. The taxes imposed herein shall comply with all applicable rules, regulations, laws, and court decisions regarding sales and use excise taxes as

imposed by the State under chapters 82.08 and 82.12 RCW and applicable regulations. The provisions of those chapters, to the extent they are not inconsistent with this ordinance, shall apply as though fully set forth herein.

Section 6. Collection of the Tax. The City shall transmit a copy of this ordinance to the Department. The City shall contract with the Department for the administration and collection of the taxes imposed herein. The Director of Finance of the City is hereby authorized to negotiate and execute such agreement on such terms as he deems to be in the best interests of the City.

Section 7. Distribution of Tax Proceeds and Limiting the Use Thereof. The Director of Finance of the City shall deposit the proceeds of the taxes imposed herein and received from the Department in the City's Hospital Benefit Zone Revenue Fund. The City's Hospital Benefit Zone Revenue Fund shall be used by the City solely for the purposes set forth in chapter 36.100 RCW.

Section 8. General Authorization. The Mayor, the City Administrator, the Director of Finance of the City, and each of the other appropriate officers, agents and representatives of the District are each hereby authorized and directed to take such steps, to do such other acts and things, and to execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by this ordinance.

Section 9. Prior Acts. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 10. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Section 11. Effective Date. This ordinance shall be effective five (5) days from and after the date of its final passage and publication as provided by law.

PASSED by the Council of the City of Gig Harbor, Washington, at a regular meeting thereof held this ____ day of _____, 2011.

CITY OF GIG HARBOR, WASHINGTON

Mayor

ATTEST:

City Clerk

First Reading: _____
Date Approved: _____
Date of Publication: _____
Effective Date: _____

CLERK'S CERTIFICATE

I, the undersigned, the duly chosen, qualified, and acting Clerk of the City of Gig Harbor, Washington, and keeper of the records of the Council of the City (herein called the "Council"), DO HEREBY CERTIFY:

1. That the attached is a true and correct copy of Ordinance No. _____ (herein called the "Ordinance") of the Council as finally adopted at a meeting of the Council held on the ____ day of _____, 2011, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the adoption of the Ordinance; that all other requirements and proceedings incident to the proper adoption of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2011.

City Clerk



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

Subject: Staff Report -- Donkey Creek / Austin Estuary Restoration and Transportation Improvements Project Update

Proposed Council Action: Staff Report Only

Dept. Origin: Administration

Prepared by: Rob Karlinsey, City Administrator
Steve Misiurak, City Engineer
Emily Appleton, Senior Engineer

For Agenda of: May 9, 2011

Exhibits: Exhibits A, B, C and D

Concurred by Mayor: _____ Initial & Date CLH 5/5/11
Approved by City Administrator: _____
Approved as to form by City Atty: _____
Approved by Finance Director: DR 5/5/11
Approved by Department Head: _____

Expenditure Required	see below	Amount Budgeted	n/a	Appropriation Required	n/a
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INFORMATION / BACKGROUND

In November 2006, the City entered into an agreement with the Gig Harbor Peninsula Historical Society (GHPHS) which resulted in the City purchase of a conservation easement over GHPHS property in 2009. The conservation easement was required in order to pursue restoration of Donkey Creek and improvements located within the nearby Austin Estuary. The City applied for **\$3.5 million** dollars in federal funds for the Donkey Creek Restoration Project.

The City of Gig Harbor received a state grant and two federal appropriations to perform the transportation improvements and restoration work at Donkey Creek and Austin Estuary. The state grant is administered by the Washington State Recreation and Conservation Office (RCO-\$325,000). The two federal appropriations totaling **\$2.26 million** (out of \$3.5 million requested) are administered by the United States Fish and Wildlife (USF&W - \$800,000) and the Department of Housing and Urban Development (HUD - \$1,461,000). The City will contribute additional funds from the City's Stormwater Capital account (\$300,000) for stormwater and other improvements for a total combined project budget of \$2,886,000. The various funding sources are discussed on the following page of this Council bill.

Murray, Smith & Associates, Inc. (MSA) was retained to develop a project concept that meets each of the City's funding source requirements, can be approved by the permitting agencies, and can be constructed within the available budget. After nearly 6 months of exploration, design alternatives development, cost analysis, agency workshops, on-site consultation and ground-truthing with a variety of specialty contractors and staff reviews, MSA has recommended a preferred conceptual design for the project. The recommended concept will daylight the creek from the harbor to an existing storm structure just south of North Harborview Drive (~120-ft of open-cut and ~80-ft within a 22-ft wide arch culvert), shift traffic patterns to enhance accessibility and safety, and provide a park (~4,000 sq.ft.) area adjacent to the newly daylighted creek. MSA's presentation will detail the recommended project, show how the project direction developed and describe the project challenges. Their presentation is informational and no action is required.

The following provides a brief description of the various funding components for this project:

FISH PASSAGE FUNDING (US Fish and Wildlife through Congressman Dick's office):

Old Business - 2

Page 2 of 41

USFW awarded funds to the City of Gig Harbor "in order to accomplish restoration activities at Donkey Creek." The Agreement and Project Description are attached as **Exhibit A**. Discussions with Congressman Dicks' office confirm that in collaboration with the City, local agencies may revise the scope to meet the budget. The final agreement with USFW was approved in December of 2009 and did not identify a pedestrian bridge.

TRANSPORTATION FUNDING (HUD through Senator Murray's office):

HUD awarded funds to the City of Gig Harbor under the Economic Development Initiative – Special Project, Neighborhood Initiative. The Project Description is attached as **Exhibit B**. Funding from HUD was approved in January of 2011. Since a pedestrian bridge, in this case, does not represent a transportation improvement (it replaces an existing, functioning sidewalk), it was not identified in the final scope of the agreement.

RECREATION FUNDING (WA State RCO Grant for Estuary Park):

RCO awarded funds to the City of Gig Harbor in February of 2008 as a revised award under the Scofield Estuary Park application submitted in 2006. The revised scope (attached as **Exhibit C**) is to remove the rip-rap at the existing outfall, create a pedestrian trail, kayak landing, and upgrade the entrance and street-face at Harborview Drive. The award was finalized in February of 2009 and extends through February of 2012.

STORMWATER FUNDING (2011 City Budget – Stormwater Funds):

The City has allocated \$300,000 in the 2011 Budget for storm improvements at Donkey Creek to correct on-going maintenance and operations issues. The existing storm drain routinely becomes plugged at the structure located under the storage building on the history museum site. This impacts the operation of the existing pipe and necessitates excessive maintenance and cleaning activities that need to be conducted by accessing the pipe via the structure. The project will reduce maintenance by removing the structure and section of pipe where most of the debris becomes stuck, and improving crew access to the remaining storm pipe.

A project timeline overview is attached as **Exhibit D**.

A Public Hearing and Open House is scheduled for the Council meeting of Monday, May 23, 2011 to give the public an opportunity to review the preferred design and to comment. This informational meeting will provide important feed-back on the community's expectations.

FISCAL CONSIDERATION

Funding for this work of up to \$2,886,000 will be from the City's Stormwater Fund and in the form of expense reimbursements through RCO, HUD and USFW.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: n/a

EXHIBIT A

Agreement No. 13320AG004

GRANT AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE
and
CITY OF GIG HARBOR

FWS Agreement No.: 13320AG004
Charge Code: 13320-9-2835-E1GH-W4
Amount Obligated: \$800,000.00
Recipient Tax Identification No.: 91-6001435
CFDA No.: 15.608
Recipient DUNS: #01-436-5621
Expiration Date: September 30, 2012

I. TYPE OF AGREEMENT:
 Grant

II. TYPE OF ORGANIZATION
 State, Local or Indian Gov.

III. PARTICIPANTS:

Funding Organization:
U.S. Fish and Wildlife Service
Washington Fish and Wildlife Office
510 Desmond Drive S.E., Suite 102
Lacey, Washington 98503-1263
Phone: 360-753-9440

Recipient Organization:
Lita Dawn Stanton
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
Phone: 253-853-7609

IV. PROJECT OFFICERS:

FWS Officer:
Name: Miranda Plumb
Phone: 360-753-9440
Email Address: Miranda.Plumb@fws.gov

Recipient:
Name: Lita Dawn Stanton
Phone: 253-853-7609
Email Address: stantonl@cityofgigharbor.net

Agreement No. 13320AG004

V. PURPOSE/OBJECTIVE:

The purpose of this Grant Agreement is to provide Federal fiscal year 2009 funds from the U.S. Fish and Wildlife Service to the City of Gig Harbor in order to accomplish restoration activities at Donkey Creek. This project will benefit the public by providing opportunities for environmental education and outreach and, in partnership with the new Harbor History Museum, it will attract visitors that will benefit local businesses. This project will provide a highly visible example of Washington's commitment to preserving this watershed.

VI. AUTHORITY:

This agreement between the U.S. Fish and Wildlife Service "the FWS" and City of Gig Harbor "the Recipient" under authority of P.L.101-512; The Department of the Interior and Related Agencies Appropriations Act, 1991; the Fish and Wildlife Act of 1956 (16 U.S.C. 442a -754); the Fish and Wildlife Coordination Act 1958 (16 U.S.C. 661-667e); the Endangered Species Act 1973; the Anadromous Fish Conservation Act, as amended (16 U.S.C., 757a - 757f), and 4 AM 4.1E(1)(a); and the Federal Grant Agreement Act (31 U.S.C., 6301-6308).

VII. FUNDING INFORMATION:

The FWS will provide Federal fiscal year 2009 funding in the amount of *eight hundred thousand dollars (\$800,000.00)* to reimburse the Recipient for costs incurred pursuant to this Grant Agreement, and in accordance with the proposed budget (*Project Proposal & Budget Exhibit A*).

Nothing herein shall be considered as obligating the FWS to expend funds or otherwise obligate the FWS for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

VIII. PERIOD OF PERFORMANCE:

The period of performance of this agreement is from the date of the last signature and will expire on September 30, 2012.

IX. SPECIFIC OBLIGATIONS OF EACH PARTY:

A. The FWS will:

1. Provide funding to the Recipient under this Grant Agreement.
2. Review reports and report accomplishments associated with this project.

Agreement No. 13320AG004

B. The Recipient will:

1. Utilize the funding provided under this Grant Agreement for reimbursement of project cost, to perform restoration activities at the Donkey Creek restoration site as described in the *Project Proposal & Budget (Exhibit A)*.
2. Document all monetary matches or in-kind services provided by contributing partners in the final report for this project.
3. Acknowledge the FWS as a partner and funding source in published materials, during media/public relation's events, and at professional conference presentations, when projects funded by this Grant Agreement are featured.
4. Ensure that project implementation will not proceed until all required permits, authorizations, environmental compliance processes (Federal, State, and local), and FWS approvals are obtained. Documentation of such will be provided to the FWS upon request.

The Recipient's proposal and budget is hereby incorporated as an integral part of this project. The Recipient shall furnish the necessary personnel, materials and services, and do all things required to accomplish the proposed objectives:

The scope of this project generally consists of the design, permitting, preparation of final Plans, Specifications, and Estimate along with the construction and construction management and inspection services for the daylighting of a reach of Donkey Creek approximately 300 feet in length along with the associated creek improvements aimed at the reintroduction of a more natural creek bed and adjacent native creek plantings. Completion of these improvements re-establishes the historic creek channel to a more native state.

Any future deviations from the procedures or objectives specified in the Recipient's proposal must be presented to and approved by the FWS for specific approval before implementation.

X. REPORTING REQUIREMENTS:

- A. Interim Progress Reports: Quarterly progress reports detailing project accomplishments will be submitted by the Recipient to the FWS Project Officer identified on page one. These reports should be submitted to the address identified in Section III **within 30 days** following the end of each quarter.
- B. Final Progress Reports: The Recipient will submit a final progress report **within 90 calendar days** after the agreement completion date as defined in the agreement or in the most current modification. Each report shall include:
 1. The name of the recipient, the project title, the agreement number, date of the report, and the period of time covered by the report.

Agreement No. 13320AG004

2. A summary of significant activities and results for the period.
 3. A statement explaining any problems, delays or adverse conditions that materially impaired the ability of the Recipient to meet the objectives of the agreement. Include efforts undertaken for problem resolution.
- C. Final Federal Financial Report: The Recipient will submit a final financial report within 90 calendar days after the agreement completion date as defined in the agreement or in the most current modification. The Recipient's Project Officer shall submit a final financial report using the Standard Form 425 *Federal Financial Report* (**Exhibit B**). The Recipient shall account for any real and personal property acquired with Federal funds or received from the Federal Government.
- D. All reports shall be submitted to:

FWS Project Officer:
Miranda Plumb
U.S. Fish and Wildlife Service
510 Desmond Drive S.E., Suite 102
Lacey, Washington 98503-1263
360-753-9560
Email: Miranda.Plumb@fws.gov

XI. INVOICING/ACCEPTANCE PROCEDURES:

- A. Upon acceptance of the terms and conditions of this agreement, the Recipient will submit requests for payment using Standard Form 270, *Request for Advance or Reimbursement* (**Exhibit C**), no more frequently than monthly. (Standard Form 271 must be used if agreement is for construction.) The Debt Collection Improvement Act of 1966 (P.L. 104-134) requires that all federal payments made by an agency after July 26, 1996, must be made by electronic funds transfer unless the recipient certifies that they do not have an account at a financial institution or authorized payment agent. If the Recipient does not currently receive electronic funds, they are responsible for completing a Standard Form 3881 (*ACH Vendor/Miscellaneous Payment Enrollment Form*) and forwarding it to the FWS Project Officer. The ACH form is available from the FWS Project Officer or can be found on the OMB website at: <http://www.omb.gov>
- B. Should the Recipient be unable to complete the provisions of this agreement, all monies provided by the FWS which prove to be cancelable obligations or unallowable costs in accordance with A-87 (Cost Principles for State and Local Governments) and OMB Circular A-133 (Single Audit Compliance).

Agreement No. 13320AG004

- C. This agreement is intended to support a particular project for a specific period of time. Any portion of funds advanced to the Recipient that are not expended at the completion of the period of performance of this agreement shall be returned to the FWS, along with any interest earned on that amount.
- D. Requests for payment shall be submitted to the FWS Budget Technician at the following address:

Pam Kosonen, Budget Technician
510 Desmond Dr. Suite 102
Lacey, Washington 98503
360-753-4475
pamela_kosonen@fws.gov

XII. APPLICABLE REGULATIONS:

The recipient must submit with this agreement the Standard Form 424A *Application for Federal Assistance* (**Exhibit D**) and Standard Form 424D *Assurances Construction Programs* (**Exhibit D**). In addition to the assurances, the recipient certifies compliance with the following applicable regulations incorporated by reference with the same force and effect as if they were provided in full text. Failure of a Recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support.

1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C
2. 2 C.F.R. Part 215 (formerly OMB Circular A-110), Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F
3. 2 C.F.R. Part 220 (formerly OMB Circular A-21), Cost Principles for Educational Institutions
4. 2 C.F.R. Part 225 (formerly OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments
5. 2 C.F.R. Part 230 (formerly OMB Circular A-122), Cost Principles for Non-Profit Organizations
6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
7. 43 CFR Part 12, Subpart D – Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace

Agreement No. 13320AG004

8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs
9. 43 CFR Part 18 – New Restrictions on Lobbying
10. 48 CFR Part 31.2 - Contracts with Commercial Organizations
11. 48 CFR Part 52.215.2 - Audit and Records - Negotiation

Copies of the above documents are available at the following websites:

<http://www.whitehouse.gov/OMB/circulars/index.html> or www.doi.gov/pam/pamfaeg.html

A. Small Business Policy: Reference 505 DM 3.5 C(1)(a) It is a National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

1. The Recipient and Subgrantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

XIII. TERMINATION

This agreement may be terminated by any party following 30 days written notification to other party(s).

Agreement No. 13320AG004

XIV. MODIFICATION PROCEDURES:

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the Recipient's risk, without expectation of reimbursement.

XV. SPECIAL PROVISIONS:

If the FWS or any other agency identifies a need for timing restrictions, or other project modifications in order to minimize impacts to fish, wildlife, and their supporting habitats, the Recipient will incorporate such restrictions or modifications into their project implementation.

Seat Belt Policies and Programs: Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

Greening Policies and Programs: In accordance with Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition," recipients of grants/cooperative agreements and/or sub-awards are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

XVI. RELATED ATTACHMENTS:

Exhibit A.	<i>Project Proposal and Budget</i>
Exhibit B.	<u>Standard Form 425</u> , <i>Federal Financial Report</i>
Exhibit C.	<u>Standard Form 270</u> , <i>Request for Advance or Reimbursement</i>
Exhibit D.	<u>Standard Form 424</u> , <i>Application for Federal Assistance and</i> <u>Standard Form 424D</u> , <i>Assurances Construction Programs</i>

Agreement No. 13320AG004

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

FOR THE U.S. FISH AND WILDLIFE SERVICE:

Acting
By: ARD-FR

Signature: *Jane Goto* Date: 12/21/09
Printed Name and Title: Daniel H. Diggs, Assistant Regional Director
Fishery Resources

FOR THE CITY OF GIG HARBOR:

By: Signature: _____ Date: _____
Printed Name and Title:

FWS CONTRACT SUFFICIENCY REVIEW:

By: Signature: *[Signature]* Date: 12/21/09
Contracting Officer FWS # 1-P571

Agreement No. 13320AG004

GRANT AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE
and
CITY OF GIG HARBOR

FWS Agreement No.: 13320AG004
Charge Code: 13320-9-2835-E1GH-W4
Amount Obligated: \$800,000.00
Recipient Tax Identification No.: 91-6001435
CFDA No.: 15.608
Recipient DUNS: #01-436-5621
Expiration Date: September 30, 2012

I. TYPE OF AGREEMENT:

Grant

II. TYPE OF ORGANIZATION

State, Local or Indian Gov.

III. PARTICIPANTS:

Funding Organization:

U.S. Fish and Wildlife Service
Washington Fish and Wildlife Office
510 Desmond Drive S.E., Suite 102
Lacey, Washington 98503-1263
Phone: 360-753-9440

Recipient Organization:

Lita Dawn Stanton
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
Phone: 253-853-7609

IV. PROJECT OFFICERS:

FWS Officer:

Name: Miranda Plumb
Phone: 360-753-9440
Email Address: Miranda.Plumb@fws.gov

Recipient:

Name: Lita Dawn Stanton
Phone: 253-853-7609
Email Address: stantonl@cityofgigharbor.net

Agreement No. 13320AG004

V. PURPOSE/OBJECTIVE:

The purpose of this Grant Agreement is to provide Federal fiscal year 2009 funds from the U.S. Fish and Wildlife Service to the City of Gig Harbor in order to accomplish restoration activities at Donkey Creek. This project will benefit the public by providing opportunities for environmental education and outreach and, in partnership with the new Harbor History Museum, it will attract visitors that will benefit local businesses. This project will provide a highly visible example of Washington's commitment to preserving this watershed.

VI. AUTHORITY:

This agreement between the U.S. Fish and Wildlife Service "the FWS" and City of Gig Harbor "the Recipient" under authority of P.L.101-512; The Department of the Interior and Related Agencies Appropriations Act, 1991; the Fish and Wildlife Act of 1956 (16 U.S.C. 442a -754); the Fish and Wildlife Coordination Act 1958 (16 U.S.C. 661-667e); the Endangered Species Act 1973; the Anadromous Fish Conservation Act, as amended (16 U.S.C., 757a - 757f), and 4 AM 4.1E(1)(a); and the Federal Grant Agreement Act (31 U.S.C., 6301-6308).

VII. FUNDING INFORMATION:

The FWS will provide Federal fiscal year 2009 funding in the amount of *eight hundred thousand dollars (\$800,000.00)* to reimburse the Recipient for costs incurred pursuant to this Grant Agreement, and in accordance with the proposed budget (*Project Proposal & Budget Exhibit A*).

Nothing herein shall be considered as obligating the FWS to expend funds or otherwise obligate the FWS for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

VIII. PERIOD OF PERFORMANCE:

The period of performance of this agreement is from the date of the last signature and will expire on September 30, 2012.

IX. SPECIFIC OBLIGATIONS OF EACH PARTY:

A. The FWS will:

1. Provide funding to the Recipient under this Grant Agreement.
2. Review reports and report accomplishments associated with this project.

Agreement No. 13320AG004

B. The Recipient will:

1. Utilize the funding provided under this Grant Agreement for reimbursement of project cost, to perform restoration activities at the Donkey Creek restoration site as described in the *Project Proposal & Budget (Exhibit A)*.
2. Document all monetary matches or in-kind services provided by contributing partners in the final report for this project.
3. Acknowledge the FWS as a partner and funding source in published materials, during media/public relation's events, and at professional conference presentations, when projects funded by this Grant Agreement are featured.
4. Ensure that project implementation will not proceed until all required permits, authorizations, environmental compliance processes (Federal, State, and local), and FWS approvals are obtained. Documentation of such will be provided to the FWS upon request.

The Recipient's proposal and budget is hereby incorporated as an integral part of this project. The Recipient shall furnish the necessary personnel, materials and services, and do all things required to accomplish the proposed objectives:

The scope of this project generally consists of the design, permitting, preparation of final Plans, Specifications, and Estimate along with the construction and construction management and inspection services for the daylighting of a reach of Donkey Creek approximately 300 feet in length along with the associated creek improvements aimed at the reintroduction of a more natural creek bed and adjacent native creek plantings. Completion of these improvements re-establishes the historic creek channel to a more native state.

Any future deviations from the procedures or objectives specified in the Recipient's proposal must be presented to and approved by the FWS for specific approval before implementation.

X. REPORTING REQUIREMENTS:

- A. Interim Progress Reports: Quarterly progress reports detailing project accomplishments will be submitted by the Recipient to the FWS Project Officer identified on page one. These reports should be submitted to the address identified in Section III **within 30 days** following the end of each quarter.
- B. Final Progress Reports: The Recipient will submit a final progress report **within 90 calendar days** after the agreement completion date as defined in the agreement or in the most current modification. Each report shall include:
 1. The name of the recipient, the project title, the agreement number, date of the report, and the period of time covered by the report.

Agreement No. 13320AG004

2. A summary of significant activities and results for the period.
 3. A statement explaining any problems, delays or adverse conditions that materially impaired the ability of the Recipient to meet the objectives of the agreement. Include efforts undertaken for problem resolution.
- C. Final Federal Financial Report: The Recipient will submit a final financial report within 90 calendar days after the agreement completion date as defined in the agreement or in the most current modification. The Recipient's Project Officer shall submit a final financial report using the Standard Form 425 *Federal Financial Report* (**Exhibit B**). The Recipient shall account for any real and personal property acquired with Federal funds or received from the Federal Government.
- D. All reports shall be submitted to:

FWS Project Officer:
Miranda Plumb
U.S. Fish and Wildlife Service
510 Desmond Drive S.E., Suite 102
Lacey, Washington 98503-1263
360-753-9560
Email: Miranda_Plumb@fws.gov

XI. INVOICING/ACCEPTANCE PROCEDURES:

- A. Upon acceptance of the terms and conditions of this agreement, the Recipient will submit requests for payment using Standard Form 270, *Request for Advance or Reimbursement* (**Exhibit C**), no more frequently than monthly. (Standard Form 271 must be used if agreement is for construction.) The Debt Collection Improvement Act of 1966 (P.L. 104-134) requires that all federal payments made by an agency after July 26, 1996, must be made by electronic funds transfer unless the recipient certifies that they do not have an account at a financial institution or authorized payment agent. If the Recipient does not currently receive electronic funds, they are responsible for completing a Standard Form 3881 (*ACH Vendor/Miscellaneous Payment Enrollment Form*) and forwarding it to the FWS Project Officer. The ACH form is available from the FWS Project Officer or can be found on the OMB website at: <http://www.omb.gov>
- B. Should the Recipient be unable to complete the provisions of this agreement, all monies provided by the FWS which prove to be cancelable obligations or unallowable costs in accordance with A-87 (Cost Principles for State and Local Governments) and OMB Circular A-133 (Single Audit Compliance).

Agreement No. 13320AG004

- C. This agreement is intended to support a particular project for a specific period of time. Any portion of funds advanced to the Recipient that are not expended at the completion of the period of performance of this agreement shall be returned to the FWS, along with any interest earned on that amount.
- D. Requests for payment shall be submitted to the FWS Budget Technician at the following address:

Pam Kosonen, Budget Technician
510 Desmond Dr. Suite 102
Lacey, Washington 98503
360-753-4475
pamela_kosonen@fws.gov

XII. APPLICABLE REGULATIONS:

The recipient must submit with this agreement the Standard Form 424A *Application for Federal Assistance* (**Exhibit D**) and Standard Form 424D *Assurances Construction Programs* (**Exhibit D**). In addition to the assurances, the recipient certifies compliance with the following applicable regulations incorporated by reference with the same force and effect as if they were provided in full text. Failure of a Recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support.

1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C
2. 2 C.F.R. Part 215 (formerly OMB Circular A-110), Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F
3. 2 C.F.R. Part 220 (formerly OMB Circular A-21), Cost Principles for Educational Institutions
4. 2 C.F.R. Part 225 (formerly OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments
5. 2 C.F.R. Part 230 (formerly OMB Circular A-122), Cost Principles for Non-Profit Organizations
6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
7. 43 CFR Part 12, Subpart D – Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace

Agreement No. 13320AG004

8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs
9. 43 CFR Part 18 – New Restrictions on Lobbying
10. 48 CFR Part 31.2 - Contracts with Commercial Organizations
11. 48 CFR Part 52.215.2 - Audit and Records - Negotiation

Copies of the above documents are available at the following websites:

<http://www.whitehouse.gov/OMB/circulars/index.html> or www.doi.gov/pam/pamfaeg.html

- A. Small Business Policy: Reference 505 DM 3.5 C(1)(a) It is a National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.
1. The Recipient and Subgrantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

XIII. TERMINATION

This agreement may be terminated by any party following 30 days written notification to other party(s).

Agreement No. 13320AG004

XIV. MODIFICATION PROCEDURES:

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the Recipient's risk, without expectation of reimbursement.

XV. SPECIAL PROVISIONS:

If the FWS or any other agency identifies a need for timing restrictions, or other project modifications in order to minimize impacts to fish, wildlife, and their supporting habitats, the Recipient will incorporate such restrictions or modifications into their project implementation.

Seat Belt Policies and Programs: Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

Greening Policies and Programs: In accordance with Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition," recipients of grants/cooperative agreements and/or sub-awards are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

XVI. RELATED ATTACHMENTS:

Exhibit A.	<i>Project Proposal and Budget</i>
Exhibit B.	<u>Standard Form 425</u> , <i>Federal Financial Report</i>
Exhibit C.	<u>Standard Form 270</u> , <i>Request for Advance or Reimbursement</i>
Exhibit D.	<u>Standard Form 424</u> , <i>Application for Federal Assistance and</i> <u>Standard Form 424D</u> , <i>Assurances Construction Programs</i>

Agreement No. 13320AG004

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

FOR THE U.S. FISH AND WILDLIFE SERVICE:

Acting
AND-FR

Signature: *Daniel H. Diggs* Date: 12/21/09
Printed Name and Title: Daniel H. Diggs, Assistant Regional Director
Fishery Resources

FOR THE CITY OF GIG HARBOR:

By: Signature: _____ Date: _____
Printed Name and Title:

FWS CONTRACT SUFFICIENCY REVIEW:

By: Signature: *[Signature]* Date: 12/21/09
Contracting Officer FWS # FPS71

Exhibit A.

Donkey Creek Restoration Project

1. PROJECT NAME
Donkey Creek Restoration Project
2. LOCATION (city & state)
City of Gig Harbor, Washington
3. ORGANIZATION STATUS
The City of Gig Harbor is a municipality in the State of Washington.
4. COUNTY
Pierce
5. WRIA
15
6. LOCATION / SITE MAP
8714 North Harborview
7. TRS
8. GPS
9. CONTACT INFO
Stephen Misiurak, PE – City Engineer
Lita Dawn Stanton – Special Projects
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-7609

10. PROJECT DESCRIPTION

This project will restore a reach of Donkey Creek to protect the estuary and creek for wildlife conservancy. The City acquired both Donkey Creek (and adjoining parcels) located at the head of Gig Harbor Bay, and Austin Estuary in order to preserve and protect wildlife & marine habitat. Donkey Creek Park connects to Austin Estuary Park via the creek outfall. In total, both parks consist of approximately 13 acres (uplands and tidelands) located within Gig Harbor's urban center. Additionally, the City purchased a Conservation Easement across the Harbor History Museum property to daylight the creek.

The scope of this project generally consists of the design, permitting, preparation of final Plans, Specifications, and Estimate along with the construction and construction management and inspection services for the daylighting of a reach of Donkey Creek approximately 300 feet in length along with the associated creek improvements aimed at the reintroduction of a more natural creek bed and adjacent native creek plantings. Completion of these improvements re-establishes the historic creek channel to a more native state.

Donkey Creek provides critical shelter and foraging habitat to salmon and is particularly important to chum smolts as a physiological transition zone from fresh to salt water. The large estuary supports five salmon species: chum, Coho, steelhead, Chinook and cutthroat.

Exhibit A.

This project will promote environmental education and outreach and, in partnership with the new Harbor History Museum, attract visitors that will benefit local businesses. This is a rare chance to restore the creek and protect the estuary for habitat conservancy. It will provide a highly visible example of Washington's commitment to preserving this watershed

Improvements to Donkey Creek will also benefit and compliment plans to complete the Harbor History Museum next to the "daylighted" creek. This Museum is the cornerstone of the effort to capture the rich history of peninsula communities.

Project supporters include the City of Gig Harbor, Pierce County, State Fish & Wildlife, the Puyallup Tribe of Indians (fisheries), the Gig Harbor Parks Commission, the Gig Harbor Peninsula Historical Society, the Peninsula Conservancy, Washington Wildlife and Recreation Coalition, and other service groups such as the Kiwanis Club, Envirocorps Volunteers, Harbor Wild Watch, Tahoma Audubon Society, the Boy Scouts and many others.

11. OTHER MATCHING FUNDS

Last year, the Washington Recreation Conservation Office awarded \$454,500 to restore and develop Austin Estuary Park. The plan includes developing a walking trail through the Museum property, along the "daylighted" Donkey Creek to connect the two parks. It also includes removal of the shoreline riprap at the creek's outfall to restore the estuarine function of the site. Though separately administered, coordinating the scope of the two projects simultaneously will result in a more efficient use of funds and better conservancy of the watershed. The City has already contributed over \$94,000 in Environmental studies as well as easement acquisition towards this project.

12. FEDERAL FUNDING

COST CATEGORY	AMOUNT
Cultural and Historic Resource Survey (Section 106 or EO 05-05	\$ 5,000
Phase 1 and 2 Environmental Studies	\$ 14,000 ***
Land and Right-of-Way Acquisition	\$ 2,350,000 ***
Permits	\$ 10,000
Plans, Specifications, Estimate	\$ 120,000
Construction Including Construction Services	\$ 665,000
Total Federal Funding Amount	\$ 800,000

*** City Incurred Costs (ineligible)

APPLICATION FOR FEDERAL ASSISTANCE

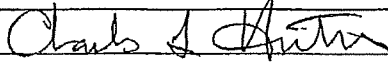
1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED		Applicant Identifier	
<input checked="" type="checkbox"/> Construction		<input type="checkbox"/> Construction		3. DATE RECEIVED BY STATE	
<input type="checkbox"/> Non-Construction		<input type="checkbox"/> Non-Construction		State Application Identifier	
5. APPLICANT INFORMATION		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier	
Legal Name: City of Gig Harbor			Organizational Unit:		
Organizational DUNS: 01-436-5621			Department: Engineering Department		
Address: Street: 3510 Grandview Street			Division:		
City: Gig Harbor			Name and telephone number of person to be contacted on matters involving this application (give area code)		
County: Pierce			Prefix: Ms.	First Name: Lita Dawn	
State: WA			Middle Name: M	Last Name: Stanton	
Zip Code: 98335			Suffix:		
Country: USA			Email: stantonl@cityofgigharbor.net		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 91-6001435			Phone Number (give area code) (253) 853-7609	Fax Number (give area code) (253) 851-8563	
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)			7. TYPE OF APPLICANT: (See back of form for Application Types) B. Municipal Other (specify)		
Other (specify)			9. NAME OF FEDERAL AGENCY: U.S. Department of Interior, Fish and Wildlife Service		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program):			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: DONKEY CREEK DAYLIGHTING & RESTORATION PROJECT		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): City of Gig Harbor in Pierce County Washington			14. CONGRESSIONAL DISTRICTS OF: a. Applicant Norm Dicks b. Project		
13. PROPOSED PROJECT Start Date: 12/31/2009 Ending Date: 12/31/2012			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
15. ESTIMATED FUNDING:			17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
a. Federal	\$	800,000.00			
b. Applicant	\$	814,000.00			
c. State	\$	450,000.00			
d. Local	\$				
e. Other	\$	1,600,000.00			
f. Program Income	\$				
g. TOTAL	\$	3,664,000.00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative					
Prefix Mr.		First Name Chuck		Middle Name	
Last Name Hunter			Suffix		
b. Title Mayor			c. Telephone Number (give area code) (253) 853-7611		
d. Signature of Authorized Representative 			e. Date Signed 12-4-2009		

EXHIBIT B



Grant Application Package

Opportunity Title:	Economic Development Initiative - NEIGHBORHOOD INITIATI
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.251
CFDA Description:	Economic Development Initiative-Special Project, Neighb
Opportunity Number:	2010-EDI-NI
Competition ID:	10-EDI-NI
Opportunity Open Date:	02/22/2010
Opportunity Close Date:	12/31/2010
Agency Contact:	Holly A. Kelly Deputy Director E-mail: Holly.Kelly@hud.gov Phone: 202-402-6324

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name:

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)
Disclosure of Lobbying Activities (SF-LLL)

Optional Documents

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Instructions

- 1** Enter a name for the application in the Application Filing Name field.
 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.
 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the ==> button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3** Click the "Save & Submit" button to submit your application to Grants.gov.
 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="Completed by Grants.gov upon submission."/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text" value="B-10-NI-WA-006"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Gig Harbor"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="91-6001435"/>	* c. Organizational DUNS: <input type="text" value="0143656210000"/>	
d. Address:		
* Street1: <input type="text" value="3510 Grandview Street"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Gig Harbor"/>	County/Parish: <input type="text" value="Pierce"/>	
* State: <input type="text" value="WA: Washington"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="98335-1214"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Lita Dawn"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="Stanton"/>		
Suffix: <input type="text"/>		
Title: <input type="text" value="Special Projects"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="253-853-7609"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="stantonl@cityofgigharbor.net"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.251

CFDA Title:

Economic Development Initiative-Special Project, Neighborhood Initiative and Miscellaneous Grants

*** 12. Funding Opportunity Number:**

2010-EDI-NI

* Title:

Economic Development Initiative - NEIGHBORHOOD INITIATIVE

13. Competition Identification Number:

10-EDI-NI

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Vicinity Map.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Donkey Creek Transportation Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input style="width: 80px;" type="text" value="WA-006"/>	b. Program/Project <input style="width: 80px;" type="text" value="WA-006"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input style="width: 80px;" type="text" value="12/31/2010"/>	* b. End Date: <input style="width: 80px;" type="text" value="12/31/2012"/>
18. Estimated Funding (\$):	
* a. Federal	<input style="width: 150px;" type="text" value="1,461,000.00"/>
* b. Applicant	<input style="width: 150px;" type="text" value="0.00"/>
* c. State	<input style="width: 150px;" type="text" value="0.00"/>
* d. Local	<input style="width: 150px;" type="text" value="0.00"/>
* e. Other	<input style="width: 150px;" type="text" value="0.00"/>
* f. Program Income	<input style="width: 150px;" type="text" value="0.00"/>
* g. TOTAL	<input style="width: 150px;" type="text" value="1,461,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 80px;" type="text"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input style="width: 150px;" type="text" value="Mr."/>	* First Name: <input style="width: 150px;" type="text" value="Chuck"/>
Middle Name: <input style="width: 300px;" type="text"/>	
* Last Name: <input style="width: 300px;" type="text" value="Hunter"/>	
Suffix: <input style="width: 150px;" type="text"/>	
* Title: <input style="width: 450px;" type="text" value="Mayor-City of Gig Harbor"/>	
* Telephone Number: <input style="width: 150px;" type="text" value="253-853-7611"/>	Fax Number: <input style="width: 150px;" type="text"/>
* Email: <input style="width: 600px;" type="text" value="hunterc@cityofgigharbor.net"/>	
* Signature of Authorized Representative: <input style="width: 180px;" type="text" value="Completed by Grants.gov upon submission."/>	* Date Signed: <input style="width: 180px;" type="text" value="Completed by Grants.gov upon submission."/>

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: City of Gig Harbor * Street 1: 3510 Grandview Street Street 2: _____ * City: Gig Harbor State: WA: Washington Zip: 98335-1214 Congressional District, if known: WA-006		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: US Dept of Housing and Urban Development	7. * Federal Program Name/Description: Economic Development Initiative-Special Project, Neighborhood Initiative and Miscellaneous Grants CFDA Number, if applicable: 14.251	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ 1,461,000.00	
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name N/A Middle Name _____ * Last Name Gordon Thomas Honeywell Governmental Affairs Suffix _____ * Street 1: PO Box 1677 Street 2: _____ * City: Tacoma State: WA: Washington Zip: 98401		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name Dale Middle Name _____ * Last Name Learn Suffix _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Completed on submission to Grants.gov * Name: Prefix Mr. First Name Dave Middle Name _____ * Last Name Rodenbach Suffix _____ Title: Finance Director Telephone No.: 253-853-7610 Date: Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

HUD – Donkey Creek Transportation Project

The Donkey Creek Transportation Project includes intersection improvements of 3 main arterials that connect Gig Harbor's downtown districts. Work will:

- Improve pedestrian sidewalks and crosswalks for better pedestrian access to Donkey Creek Park and the new Museum and stimulate investment by improving pedestrian and vehicular business access throughout the district.
- Reconstruct a portion of Austin Street.
- Construct a "bridgeway" viewing platform for pedestrians.
- Improve pedestrian access and safety by reconfiguring North Harborview Drive and Austin Street to one-way vehicular traffic.
- Reconfigure and reconstruct the intersection at Harborview Drive and Austin Street to meet level of service standards.
- Reconfigure existing traffic by re-channelizing and restriping existing lane configurations
- Engineering and geotechnical analysis / design of the North Harborview crossing
- Leverage current work planned and funded that will remove sub-standard pipe that currently conveys Donkey Creek under North Harborview Drive to daylight Donkey Creek all the way to Austin Estuary.

This project will improve pedestrian access and safety as well as vehicle circulation between Gig Harbor's waterfront and central business district commercial area and existing residential neighborhoods to the north, northeast, and east of downtown. Transportation corridors and alternate routes within the City of Gig Harbor are significantly limited by geographic and topographic constraints and historic land use patterns. The North Harborview/Harborview Drive corridor is the primary corridor connecting the City's waterfront and central commercial districts and the majority of its residential neighborhoods located to the north and northeast of downtown.

Over 12,000 vehicles and hundreds of pedestrians use Harborview Drive every day. The unique existing configuration and geometry of Harborview Drive, North Harborview Drive, and Austin Street and their associated intersections in combination with the recent completion of the Harbor History Museum and the City's acquisition of Donkey Creek Park and Austin Estuary Park create multiple potential conflicts for vehicles, pedestrians, and other non-motorized transportation. This project will include measures to reduce existing and potential future conflicts to provide improved multi-modal access to downtown Gig Harbor.

Reconfiguring multi-modal transportation elements within the project area will involve work in and around Donkey Creek and the associated Austin Estuary and riparian corridors. A significant component of any roadway reconfiguration will be to correct the sub-standard stream culvert that is currently under North Harborview Drive by installing a larger, fish friendly culvert crossing designed to meet current fish passage standards. This project element will be paired with companion projects funded by USFWS and Washington State Recreation and Conservation Office grants to restore and enhance Donkey Creek and Austin Estuary downstream (east and northeast) of the project area. Although funded as separate projects, the habitat enhancement and restoration projects cannot be efficiently completed without this transportation improvement element.

Estimated Project Budget

Preliminary Engineering	161,020
General Construction	162,672
Earthwork	99,425
Roads	538,000
Landscaping	14,743
Bridgeway Viewing Platform	120,000
Construction Contingency	133,363
WA Tax (8.4%)	92,052
Engineering PS&E	99,096
Construction Management	39,638
Special Inspection	991
TOTAL	\$ 1,461,000

EXHIBIT C

(revised PRISM: last page)

Old Business - 2

Page 30 of 41

ALEA Project Agreement Aquatic Lands Enhancement Acct

Project Sponsor: City of Gig Harbor
Project Title: Scofield Estuary Park

Project Number: 06-1916C
Approval Date: 2/25/2009

A. PARTIES OF THE AGREEMENT

This Project Grant Agreement (Agreement) is entered into between the Recreation and Conservation Funding Board (RCFB), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Gig Harbor, 3510 Grandview St, Gig Harbor, WA 98335 (Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Aquatic Lands Enhancement Acct of the State of Washington's General Fund. The grant is administered by the RCFB to the Sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The subject Project is described on the attached Project Summary.

D. TERM OF AGREEMENT

The Project Sponsor's on-going obligation for the above project is perpetual unless otherwise identified in this Agreement.

E. PERIOD OF PERFORMANCE

The Project reimbursement period shall begin on March 2, 2009 and end on February 24, 2012. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

F. PROJECT FUNDING

The total grant award provided by the RCFB for this project shall not exceed \$454,566.91. The RCFB shall not pay any amount beyond that approved for funding of the project. The Sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the Sponsor toward work on this project at a minimum shall be as indicated below:

	<u>Percentage</u>	<u>Dollar Amount</u>
RCFB - Aquatic Lands Enhancement Acct	18.96%	\$454,566.91
Project Sponsor	81.04%	\$1,943,088.00
Total Project Cost	100.00%	\$2,397,654.91

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's Application, Project Summary, Eligible Reimbursement Activities Report, Project Milestones, and the General Provisions, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by RCO's Director.

The Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCO POLICIES

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 79.24.580 RCW, Chapter 286 WAC and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS

1. On July 1, 2007, the name of the Interagency Committee for Outdoor Recreation changed to the Recreation and Conservation Funding Board and the office name changed to the Recreation and Conservation Office. The General Provisions of the Project Agreement do not reflect this change. To allow immediate implementation of this project, the existing provisions are hereby incorporated into the agreement. All references to the Board refer to the Recreation and Conservation Funding Board. References to the Office refer the Recreation and Conservation Office.

2. Before reimbursement of any **property or development or restoration** related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received.

In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

3. Requests for time extensions are to be made at least 60 days before the agreement end date. If a request for a time extension is not made at least 60 days before the agreement end date, the request *may be denied*. If the request is made after the agreement end date, the time extension *will be denied*.

J. FEDERAL FUND INFORMATION

(none)

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Project Contact

Name: Lita Dawn Stanton
Title:
Address: 3510 Grandview St
Gig Harbor, WA 98335

RCFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917
www.rco.wa.gov/rcfb/

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. ENTIRE AGREEMENT

This agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

M. EFFECTIVE DATE

This agreement, for project #06-1916C, shall be effective upon signing by all parties.

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

BY: Rachael Gargen, Deputy Director
Kaleen Cottingham, Director

DATE: 3/10/09

PROJECT SPONSOR

BY: _____

DATE: _____

TITLE: _____

Pre-approved as to form:

BY: /S/

Assistant Attorney General

Aquatic Lands Enhancement Acct

Post-Evaluation Project Summary

TITLE: Scofield Estuary Park	NUMBER: 06-1916C (Combined) STATUS: Director Approved									
SPONSOR: City of Gig Harbor	EVALUATION SCORE: 46.8182 BOARD RANKING:									
COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Aquatic Lands Enhancement Acc</td> <td style="width: 20%; text-align: right;">\$454,567</td> <td style="width: 20%; text-align: right;">19%</td> </tr> <tr> <td>Local</td> <td style="text-align: right;">\$1,943,088</td> <td style="text-align: right;">81%</td> </tr> <tr> <td>Total</td> <td style="text-align: right; border-top: 1px solid black;">\$2,397,655</td> <td style="text-align: right; border-top: 1px solid black;">100%</td> </tr> </table>	Aquatic Lands Enhancement Acc	\$454,567	19%	Local	\$1,943,088	81%	Total	\$2,397,655	100%	SPONSOR MATCH: Appropriation \ Cash Conservation Futures
Aquatic Lands Enhancement Acc	\$454,567	19%								
Local	\$1,943,088	81%								
Total	\$2,397,655	100%								

DESCRIPTION:

Located near the head of Gig Harbor Bay, this 7.8-acre estuary property will preserve 725 feet of natural shoreline along the city's historic waterfront on the Puget Sound. It will provide much needed public water access, marine viewing for photographers and shorebird watchers, and a passive waterfront experience.

The site offers dramatic views of the harbor and Mt. Rainier. Trails and observation landings will give the community year-round opportunities to see seven acres of natural tidelands at the salmon-spawning entrance to Donkey Creek. Interpretive signage will identify native birds, shellfish, shoreline vegetation, fish and wildlife that populate the site.

Scofield Estuary is partially hidden from the street with native vegetation where steep banks slope to the shore. Further north it flattens, stretching out onto a relatively flat sandbar-like area approximately five feet above sea level. The site is bordered by the city's popular 3-mile walking waterfront corridor used by joggers, local residents, and regional tourists. In 1996 the community listed the site for acquisition and later identified it in the 2001 Parks Plan.

Construction of the Harbor Museum will be just north and adjacent to the subject site. There are plans to work collaboratively to develop a shoreline trailway system that connects Donkey Creek Park with the Museum and the Scofield Estuary. Future plans to daylight Donkey Creek where it intersects with Scofield tidelands will enhance and protect the entire riparian corridor.

LOCATION INFORMATION:

The project is located in the City of Gig Harbor.

COUNTY: Pierce

SCOPE (ELEMENTS):

Administrative costs	Landscaping	Sales Tax
Allowable land costs	Lighting	Signing
Architectural & Engineering	Park Furniture	Site Preparation
Cultural Resources	Parking	Trails
Fencing & Gates	Permits	Utilities
Incidentals	Roads	

ANTICIPATED ACREAGE:

ACREAGE TYPE	Acres To Be Acquired	Acres To Be Dev/Restored	Acres To Be Renovated
Tidelands	7.00		
Uplands	0.80	0.80	

FISCAL YEAR: 2008

DATE PRINTED: March 10, 2009

Eligible Reimbursement Activities Report

Project Sponsor: City of Gig Harbor
Project Title: Scofield Estuary Park

Project Number: 06-1916 C
Approval: 2/25/2009

Acquisition Items:

Worksite	Property	Element	Item
#1, Scofield Estuary Park	Scofield Estuary Park	Administrative costs	Administrative costs
#1, Scofield Estuary Park	Scofield Estuary Park	Allowable land costs	Land
#1, Scofield Estuary Park	Scofield Estuary Park	Incidentals	Appraisal and review
#1, Scofield Estuary Park	Scofield Estuary Park	Incidentals	Closing
#1, Scofield Estuary Park	Scofield Estuary Park	Incidentals	Cultural resources
#1, Scofield Estuary Park	Scofield Estuary Park	Incidentals	Demolition
#1, Scofield Estuary Park	Scofield Estuary Park	Incidentals	Hazardous substances assess
#1, Scofield Estuary Park	Scofield Estuary Park	Incidentals	Noxious weed control
#1, Scofield Estuary Park	Scofield Estuary Park	Incidentals	Signing
#1, Scofield Estuary Park	Scofield Estuary Park	Incidentals	Title reports/insurance

Development/Restoration Items:

Worksite	Element	Item	Unit	Quantity	Description
#1, Scofield Estuary Park	Architectural & Engineering	A & E development	Lump Sum	1.00	
#1, Scofield Estuary Park	Cultural Resources	Cultural resource survey	Lump sum	1.00	If needed
#1, Scofield Estuary Park	Fencing & Gates	Fencing - wood	Linear Ft	300.00	Split rail fencing (2 rail)
#1, Scofield Estuary Park	Landscaping	Grass - natural	Lump sum	1.00	replacement of natural estuarine grasses
#1, Scofield Estuary Park	Landscaping	Habitat enhancement	Lump sum	1.00	Supplement & Enhance Native Species
#1, Scofield Estuary Park	Landscaping	Top soil/mulch	Yds	1.00	
#1, Scofield Estuary Park	Landscaping	Transplanting & revegeta	Sq Ft	1,100.00	Includes adding snags and cedar logs
#1, Scofield Estuary Park	Landscaping	Transplanting & revegeta	Sq Ft	1,100.00	
#1, Scofield Estuary Park	Lighting	General security	Lump sum	1.00	Assume one 15' ped luminaire, service & sign lighting
#1, Scofield Estuary Park	Park Furniture	Benches	Each	4.00	6 ft Benches
#1, Scofield Estuary Park	Park Furniture	Bike racks	Each	1.00	
#1, Scofield Estuary Park	Park Furniture	Drinking fountain	Each	1.00	Aggregate Drinking Fountain
#1, Scofield Estuary Park	Park Furniture	Trash receptacles	Each	2.00	Concrete with Lid
#1, Scofield Estuary Park	Parking	Parking - asphaltic concre	Spaces	2.00	2 ADA stalls
#1, Scofield Estuary Park	Permits	Permits	Lump sum	1.00	
#1, Scofield Estuary Park	Roads	Traffic barriers	Lump sum	1.00	Traffic control
#1, Scofield Estuary Park	Sales Tax	Sales Tax	Lump Sum	1.00	
#1, Scofield Estuary Park	Signing	General park signs	Lump sum	1.00	
#1, Scofield Estuary Park	Signing	Interpretive signs	Each	2.00	steel w/porcelain coating - Wetlands / Wildlife
#1, Scofield Estuary Park	Signing	Rules and regulations	Lump sum	2.00	
#1, Scofield Estuary Park	Signing	Trail signs	Each	2.00	
#1, Scofield Estuary Park	Site Preparation	Demolition	Lump sum	1.00	
#1, Scofield Estuary Park	Site Preparation	Erosion control	Lump sum	1.00	Temporary Erosion Control
#1, Scofield Estuary Park	Site Preparation	Mobilization	Lump sum	1.00	
#1, Scofield Estuary Park	Site Preparation	Top soil	Cubic Yds	300.00	
#1, Scofield Estuary Park	Trails	Sidewalks	Linear Ft	90.00	Approx 50'x10' wide frontage and 2-25'x5.5' transitions
#1, Scofield Estuary Park	Trails	Trails - crushed rock	Linear Ft	500.00	6 ft Wide 5/8 Crushed Rock
#1, Scofield Estuary Park	Trails	Trails - other	Lump sum	500.00	6-ft wide concrete pavers
#1, Scofield Estuary Park	Utilities	Electric transformers/pan	Lump sum	1.00	Power Panel for Sprinkler System
#1, Scofield Estuary Park	Utilities	Water backflow device	Each	1.00	

Legal Description

Project Sponsor: City of Gig Harbor
Project Title: Scofield Estuary Park

Project Number: 06-1916 C
IAC Approval: 02/25/2009

Worksite Name
Property Name
Legal Description

Worksite #1 Scofield Estuary Park
Scofield Estuary Park

Milestone Report By Project

Project Number: 06-1916 C
 Project Name: Scofield Estuary Park
 Sponsor: Gig Harbor City of
 Project Manager: Kim Sellers

X	I	Milestone	Target Date	Comments/Description
		Acquisition Closing	03/01/2006	Waiver in place- W05-03
		Project Start	03/02/2009	
		Recorded Documents to Mgmt Agy	05/14/2009	Acquisition documents.
	I	Annual Project Billing	07/31/2009	
		RFP Complete/Consultant Hired	10/09/2009	
		Environmental Assess Complete	05/07/2010	RFP / Consultant Hired 4-7-09 to 6-6-09
		A&E Complete/Permits Submitted	06/21/2010	
		Plans/Specs Reviewed Mgmt Agy	07/12/2010	
	I	Annual Project Billing	07/31/2010	
		Bid Awarded	10/11/2010	
		Interpretive/Credit Sign	02/07/2011	
	I	Special Conditions Met	03/15/2011	Cultural Resources- RCO requires compliance with Governor's Executive Order #05-05 on cultural resources prior to any ground disturbance
	I	Construction Started	03/15/2011	Compliance with cultural resources required prior to any ground disturbing activities.
	I	Annual Project Billing	07/31/2011	
		Proposed Completion Date	10/25/2011	
	I	Project Complete	02/24/2012	
		Final Docs/Billing to Mgmt Agy	05/24/2012	

X = Milestone Complete

I = Critical Milestone

Agency Name Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917
Sponsor City of Gig Harbor 3510 Grandview St Gig Harbor, WA 98335

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY _____

 (TITLE) (DATE)

To Be Completed By Sponsor							
Project Number	06-1916 C	Invoice #	1	From:	Billing Period To:	This is a Final Billing? Yes [] No []	
Project Name	Scofield Estuary Park						
CATEGORIES:	Project Agreement	Previous Expenditures To Date			Costs For This Billing		
		Expenditures	Non-Reimbursable Match	Total	Expenditures	Non-Reimbursable Match	Total
				\$0.00			
Land				\$0.00			
Incidentals				\$0.00			
Land/Inc Subtotal	\$2,254,566.91			\$0.00			
Admin Costs	\$0.00			\$0.00			
Acquisition Total	\$2,254,566.91			\$0.00			
				\$0.00			
Construction	\$119,240.00			\$0.00			
A&E	\$23,848.00			\$0.00			
Development Total	\$143,088.00			\$0.00			
	\$2,397,654.91			\$0.00			

FUNDING & EXPENDITURE FORMULA
 For RCO Use ONLY

Agreement Information				Previous RCO Reimbursements			
Sponsor:	81.04%	\$1,943,088.00	Total Billed				
RCO Federal:			Share Billed				
RCO: ALEA	18.96%	\$454,566.91	Share Approved				
			Advance Balance				
			Match Owed Balance				
			Share Retained				
			Share Paid				
Agreement Total:	100.00%	\$2,397,654.91	Match Bank				
Doc Date	Current Doc. No.		Ref. Doc#	Vendor Number	Vendor Message		
				SWV0000349-00	06-1916 C		
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Invoice #
210	02R	H13	95000	NZ			1

Certification For Payment

Project Manager/Date	Release Final Pmt []	Division Supervisor/Date	Accounting/Date
----------------------	-----------------------	--------------------------	-----------------

Press Release Template

City of Gig Harbor offered grant to support the acquisition, improvement, or protection of aquatic lands for public purpose.

(Gig Harbor) - City of Gig Harbor was awarded a grant of \$454,566.91 from the Aquatic Lands Enhancement Acct. The grant was awarded by the Recreation and Conservation Funding Board (RCFB), and will be used for the following:

Gig Harbor will use this grant to purchase 7.8 acres of estuary near the head of Gig Harbor Bay, preserving 725 feet of shoreline along the city's historic Puget Sound waterfront. The land, which offers views of the harbor and Mount Rainier, will provide much-needed public access to the waterfront. Gig Harbor will build a pathway with observation landings to give the community year-round opportunities to see tidelands at the salmon-spawning entrance to Donkey Creek. Interpretive signs will identify wildlife and shoreline vegetation. Scofield estuary is bordered by the city's popular 3-mile walking waterfront corridor. Construction of the Harbor Museum will be just north and adjacent to the land. Gig Harbor will contribute \$1.9 million in cash and conservation futures.

There were twenty-three applications submitted for consideration in the Aquatic Lands Enhancement Acct. Each project went through an evaluation process prior to being recommended for funding. The RCFB Board approved funding for projects on Thursday, June 7, 2007.

Funding for the Aquatic Lands Enhancement Acct comes from leases on state-owned waterfront sites and sale of harvest rights for geoduck clams. City of Gig Harbor will leverage local contributions totaling \$1,943,088.00 with grant monies to implement the project. Total estimated project cost is \$2,397,654.91. RCFB is the state's administrator of the grant program.

Contact: Lita Dawn Stanton, (253) 853-7609 (sponsor project manager)
Kim Sellers, (360) 902-3082, kim.sellers@rco.wa.gov (RCFB project manager)

Milestone Report By Project

Project Number: 06-1916 C
Project Name: Scofield Estuary Park (AKA Austin Estuary Park)
Sponsor: Gig Harbor City of
Project Manager: Kim Sellers

X	!	Milestone	Target Date	Comments/Description
		Project Start	03/02/2009	
		Annual Project Billing	07/31/2009 12/31/2009 06/15/2010 12/31/2010 12/30/2011	Project Billing for Work Completed to Date Project Billing Project Billing Project Billing Project Billing Final
		Special Conditions Met		Not applicable
		Purchase Agreement Signed	04/04/2006	This was finalized in 2006**
		Environmental Assess Complete	05/07/2010	RFP / Consultant Hired 4-7-09 to 6-6-09
		Acquisition Closing	04/04/2006**	Deed Recording Date (see Deed attached)
		Recorded Documents to Mgmt Agy	05/14/2009	Acquisition documents
		RFP Complete/Consultant Hired	10/09/2009	
		A&E Complete/Permits Submitted	06/21/2010	
		Plans/Specs Reviewed Mgmt Agy	07/12/2010	
		Bid Awarded	10/11/2010	
		Construction Started	03/15/2011	
		Interpretive/Credit Sign	02/07/2011	
		Monitoring Plan	10/25/2011	Plantings survival / Invasives
		Management Plan	10/25/2011	Parks & Operations Plan
		Interlocal Agreement	04/04/2006**	Does not apply
		Proposed Completion Date	10/25/2011	
		Project Complete	02/24/2012	
		Final Docs/Billing to Mgmt Agy	05/24/2012	

RCO - Austin Estuary Park - CITY OF GIG HARBOR

Project Description:
Construction of a Shoreline Trailway System that connects Donkey Creek Park with the Museum and the Scofield (renamed Austin) Estuary Park. Refine a landing for kayaks and hand-powered boats on the graveled beach area at the west end of the property. Improve marine shoreline with habitat enhancements near the outfall of Donkey Creek. Construct park entrance enhancements at the streetface. Design and construct frontage improvements at Austin Estuary Park in accordance with the City's "Harborview Drive and Junction Street Improvement Master Plan" dated February 3, 2009. Improvements consist of curb, gutter and 10' wide sidewalk at park frontage with approximately 25' transitions of curb, gutter and 5.5' wide sidewalk on either side of park. Also, landscaping, illumination, signing and fencing. Includes demolition of existing improvements and traffic control

COMPLETED Item Descriptions		Provider	Cost
1	Appraisal of Land	Stickland Heischman & Hoss	\$ 6,500.00
2	Appraisal Review	The Granger Company	\$ 500.00
3	Phase I Environmental Assessment	Nowicki & Associates	\$ 2,010.00
4	Limited Phase II Environmental Assessment	Robinson & Noble Saltbush	\$ 5,665.15
5	Aquatic Lease Survey	Prizm Surveying	\$ 19,750.00
7	Shoreline Management Substantial Development Permit Exemption	City of Gig Harbor	\$ 103.30
8	Permit Notice of Application	Gateway News	\$ 123.29
9	Aquatic Lands (Harbor Area) Lease - Security Deposit	Dept. of Natural Resources	\$ 500.00
10	Shoreline Management Substantial Development Permit	City of Gig Harbor	\$ 2,066.00
11	Design Review	City of Gig Harbor	\$ 516.50
12	Conditional Use Permit	City of Gig Harbor	\$ 1,632.14
13	Permit Notice of Application	Gateway News	\$ 127.21
14	Conceptual Master Plan/Critical Areas Review	Grette & Associates	\$ 7,142.36
15	Gravel	Purdy Topsoil	\$ 529.12
16	Invasive Species Removal	Volunteers	0
17	Shrubs/Trees/Groundcover	Woodbrook Nursery	1805.03
18	Mulch/Topsoil	Purdy Topsoil	2342.22
19	Soil Builder	Stolt's	29.11
20	Annals	Stolt's	37.32
21	Austin Estuary Sign	Toby's Sign	2285.07
			\$ 53,663.92

PROPOSED Item Descriptions		Quantity	Unit	Unit Cost	Cost	Description
1	Demolition and removal	1	est	\$ 8,500.00	\$ 8,500.00	Remove existing c/g, s/w, div and fence as necessary
2	Traffic control	1	est	\$ 8,000.00	\$ 8,000.00	Estimated roughly based on Austin Street project
3	Install traffic curb and gutter	100	LF	\$ 40.00	\$ 4,000.00	Approx 50' frontage and 2-25' transitions
4	Install sidewalk (sufficient to support maintenance vehicles)	90	SY	\$ 60.00	\$ 5,400.00	Approx 50'x10' wide frontage and 2-25' long 5.5'w transitions
5	Landscaping	1	est	\$ 3,000.00	\$ 3,000.00	Landscape planter box
6	Temporary erosion control	1	est	\$ 5,000.00	\$ 5,000.00	
7	Mobilization	1	est	\$ 20,000.00	\$ 20,000.00	
8	Maintenance Bond			\$ 5,000.00	\$ 5,000.00	
9	Install split rail (2 rail) fence	300	LF	\$ 20.00	\$ 6,000.00	Unit cost based on KLM Park
10	Illumination	1	LS	\$ 12,500.00	\$ 12,500.00	Assume one 15' ped luminaire, service & sign lighting
12	Cultural Resource Survey	1		\$ 10,000.00	\$ 10,000.00	
15	Mulch/Topsoil			\$ 4,000.00	\$ 4,000.00	
16	Transplanting and Revegetating	1,100	SQ F	\$ 22.00	\$ 24,200.00	Includes adding snags and cedar logs
18	Interpretive Signage	3		\$ 5,000.00	\$ 15,000.00	
20	Remove crosstie Piling	2		\$ 3,000.00	\$ 6,000.00	
21	Habitat Enhancement	1	est	\$ 50,000.00	\$ 50,000.00	Supplement & enhance natural species / Mature tree buffer
22	Grass - Natural	1	LS	\$ 25,000.00	\$ 25,000.00	Replacement of natural estuarine grasses
23	Bicycle Rack	1		\$ 1,000.00	\$ 1,000.00	
24	Park Furniture - Benches	4		\$ 500.00	\$ 2,000.00	6 ft benches
25	Park Furniture - Drinking fountain	1		\$ 1,000.00	\$ 1,000.00	
26	Park Furniture - Trash receptacle	2		\$ 400.00	\$ 800.00	
27	Signage - Interpretive signs	2		\$ 500.00	\$ 1,000.00	steel w/polrain coating for Wetlands/Wildlife
28	Signage - Trail Signs	2		\$ 500.00	\$ 1,000.00	
29	Trails	500	SQ F	\$ 15.00	\$ 7,500.00	6-ft wide concrete pavers
30	Utilities - Electric transformer / panels	1		\$ 1,500.00	\$ 1,500.00	Power panel for sprinkler system
31	Utilities - Water backflow device	1		\$ 1,000.00	\$ 1,000.00	
32	Utilities - Water meter	1		\$ 30,000.00	\$ 30,000.00	2-inch water meter
					\$ 283,400.00	
					\$ 28,340.00	
					\$ 62,348.00	
					\$ 31,423.39	
					\$ 405,511.39	
					\$ 459,175.21	
					\$ 1,800,000.00	

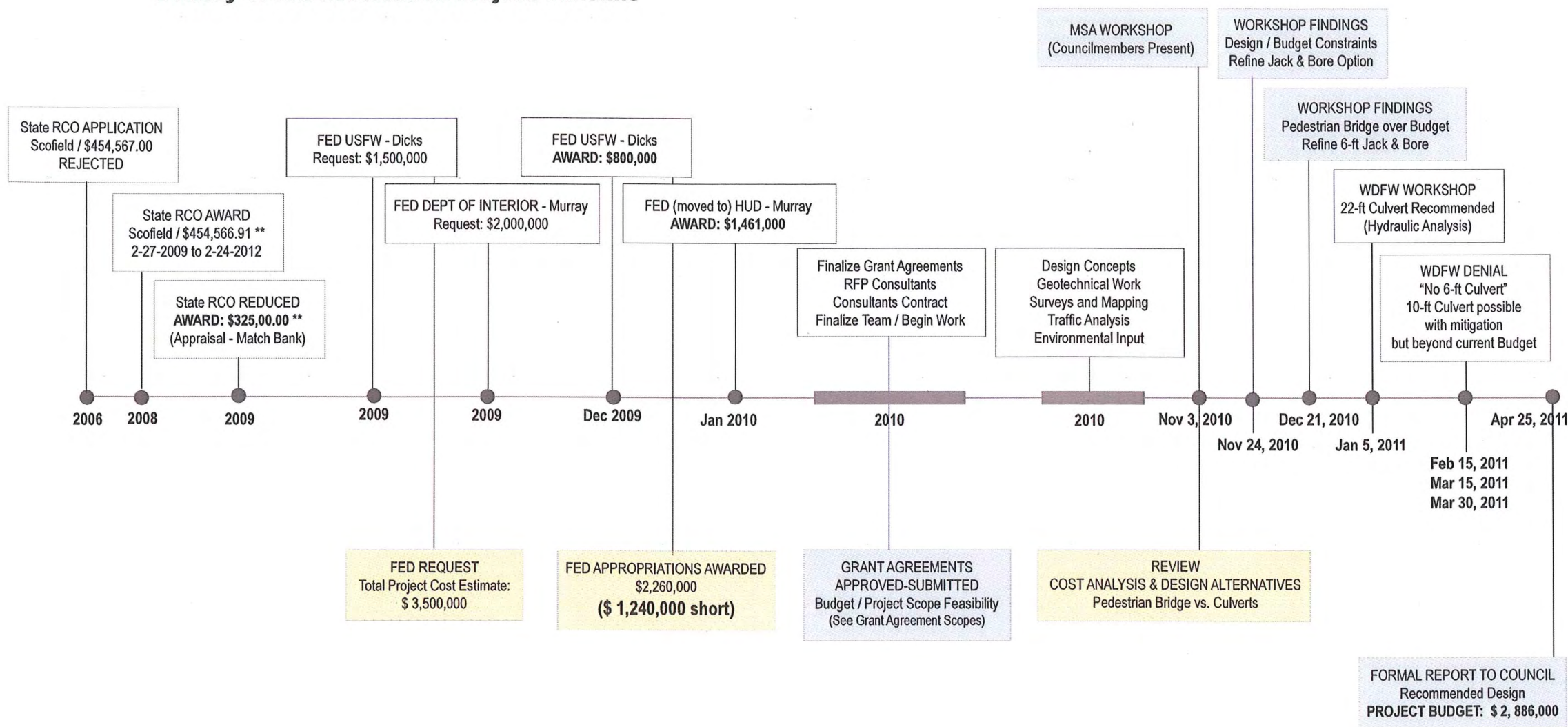
DEVELOPMENT PROJECT COST (Completed + Proposed)

LAND ACQUISITION (Property Purchase)

Construction Contingency (10%)
A&E Amount 20%
8.4% Sales Tax
Subtotal

EXHIBIT D

Donkey Creek Restoration Project Timeline



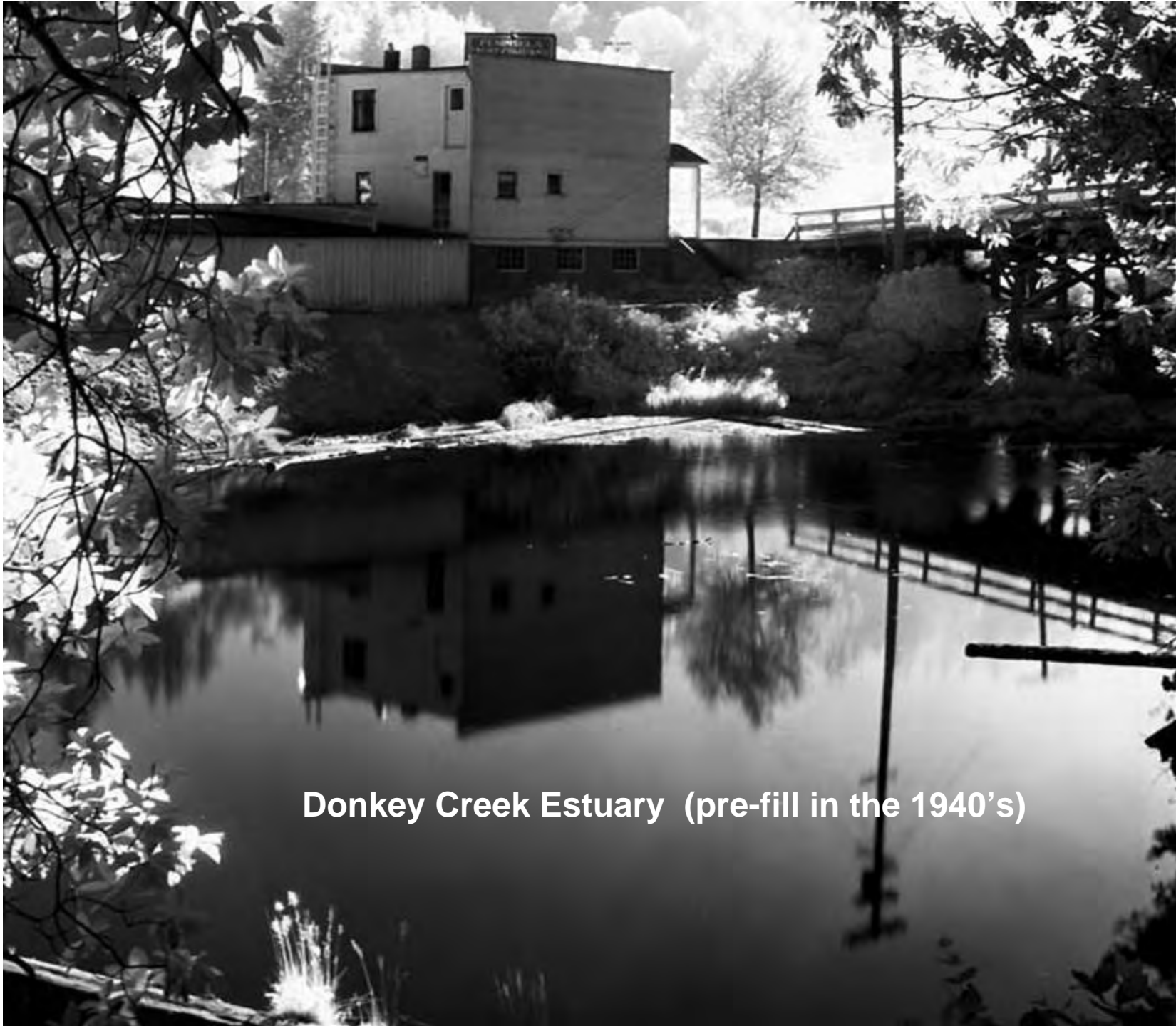


Museum

Parcel # 4-039

Parcel # 4-043



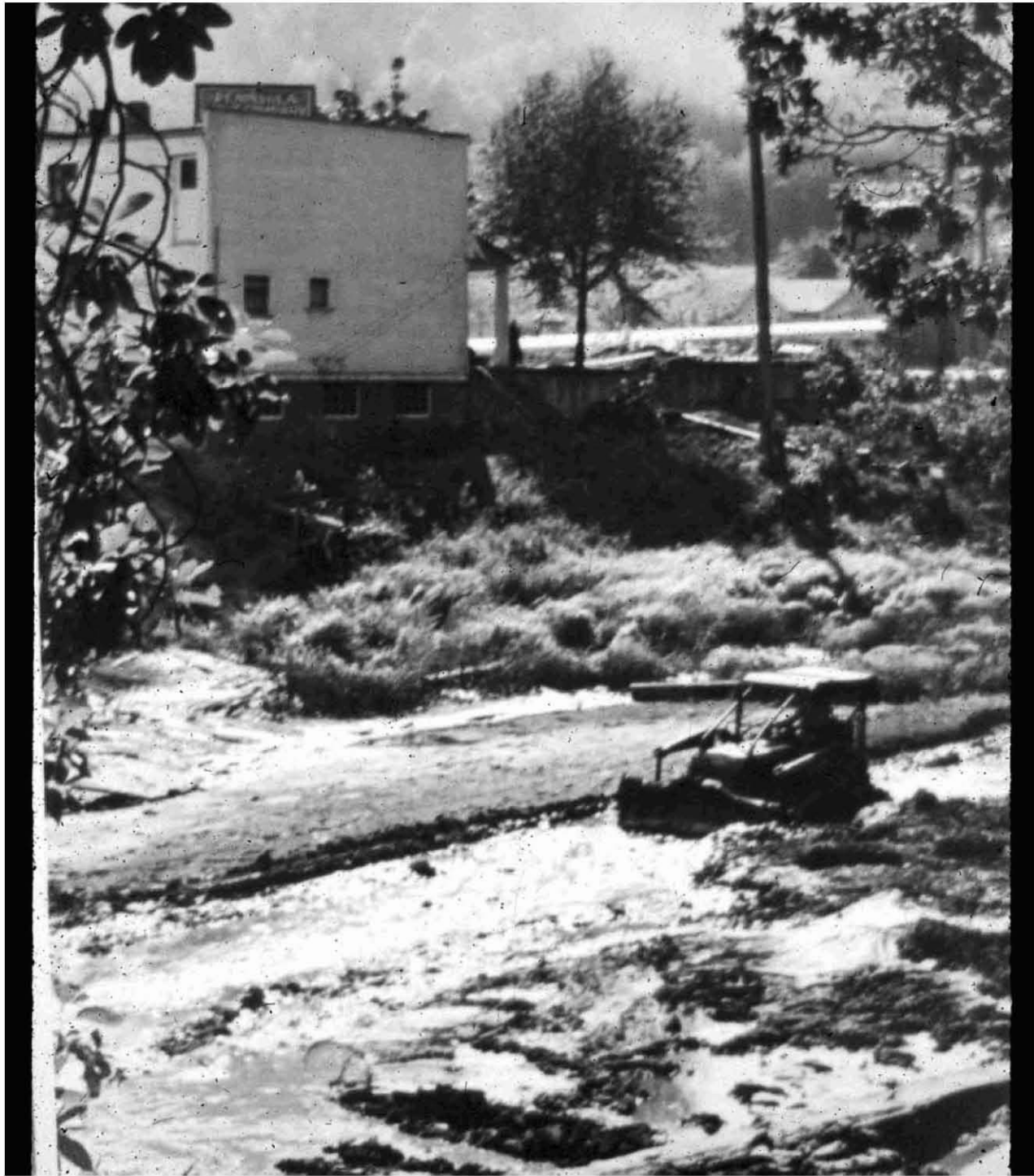


Donkey
Creek
Bridge

now

North
Harborview
Drive

Donkey Creek Estuary (pre-fill in the 1940's)





Donkey Creek **Mudflats** during Pipe Installation

1950



new fill under construction at peninsula light Co



NORTH HARBORVIEW

Area of Fill





Conservation Easement



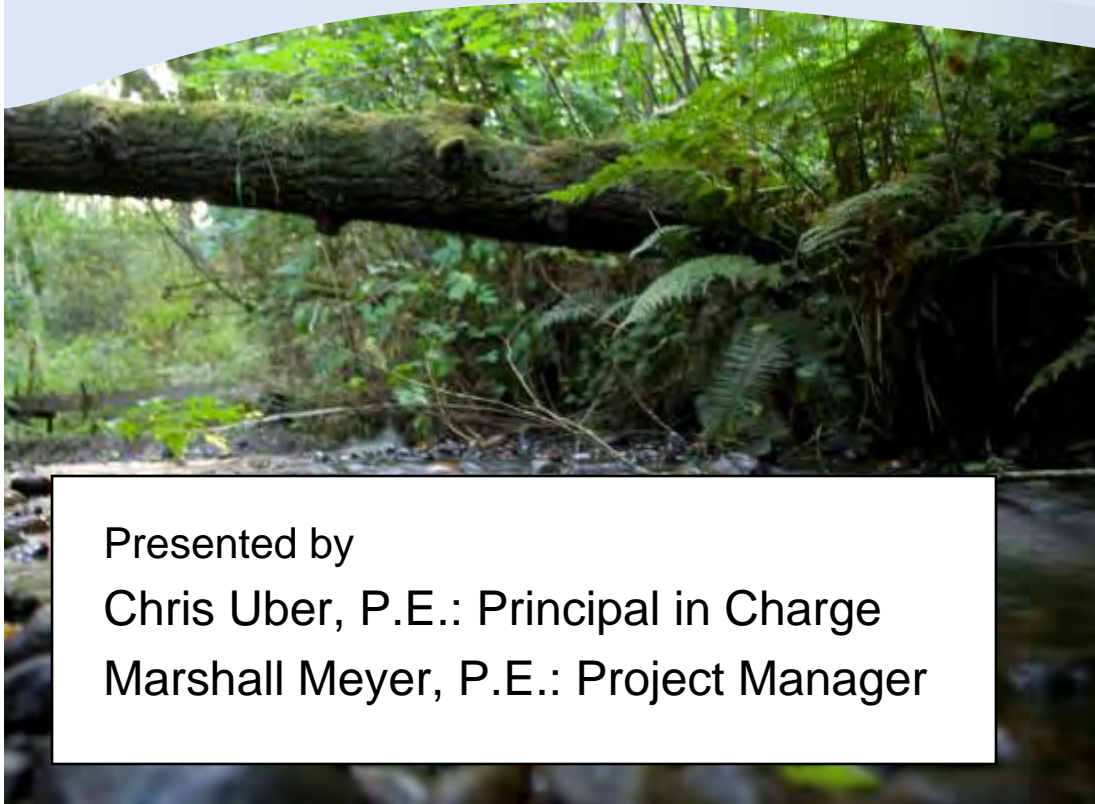
BLACK ---- Easement

BLUE ---- Existing Pipe



Donkey Creek and Austin Estuary Restoration and Roads Project

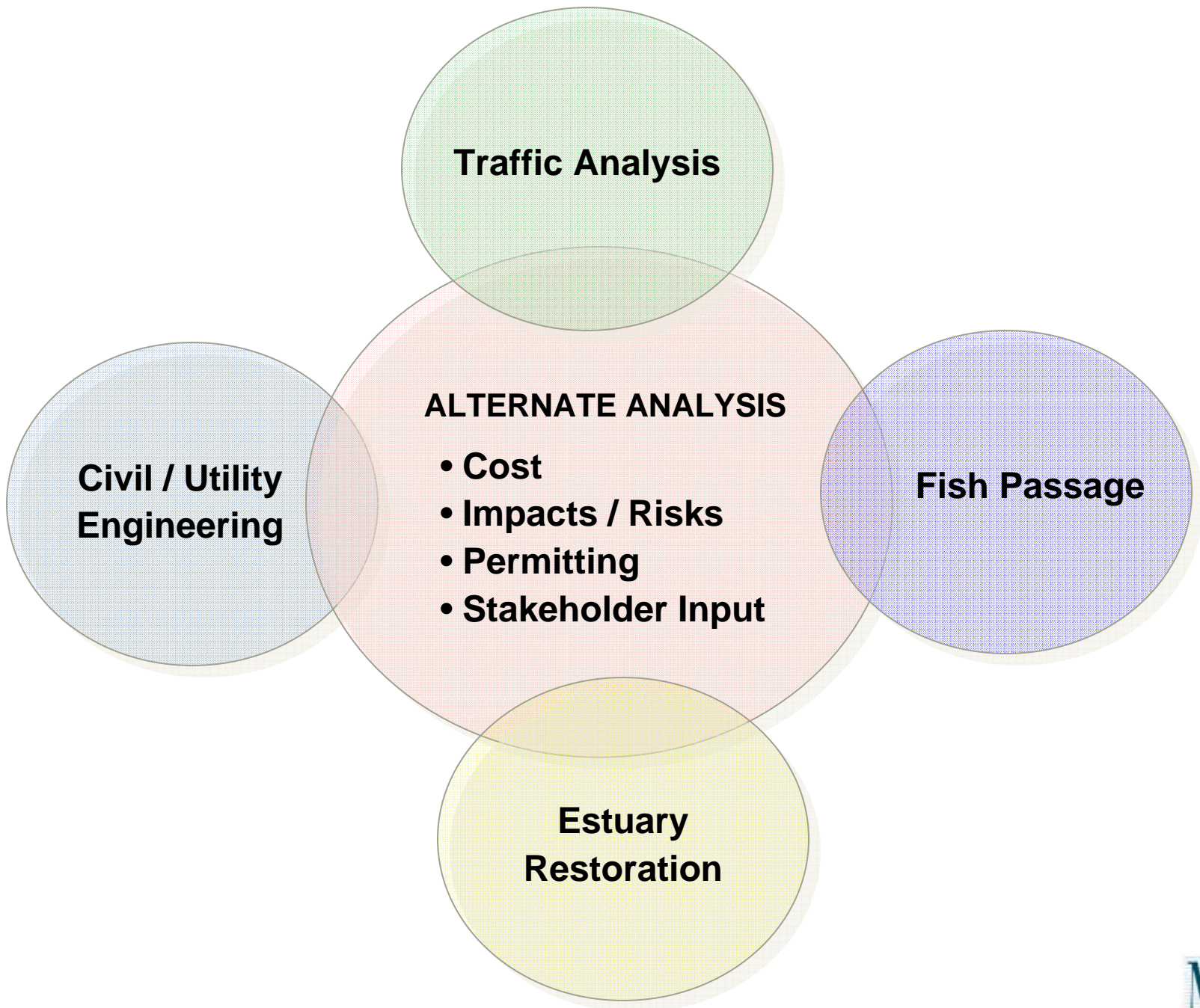
May 9, 2011



Presented by
Chris Uber, P.E.: Principal in Charge
Marshall Meyer, P.E.: Project Manager



- 1. Meet Scope of Each Grant**
- 2. Design Project Within Budget**



Project Elements



#3 – Roadways

#1 – Creek Crossing

#2 – Easement Excavation

Element 4 – Austin Improvements

Gig Harbor

Funding Sources

FUNDING SOURCE	AMOUNT
RCO Grant	\$ 325,000
HUD Grant	1,461,000
USFW Grant	800,000
CITY Stormwater Fund	300,000
TOTAL	\$ 2,886,000



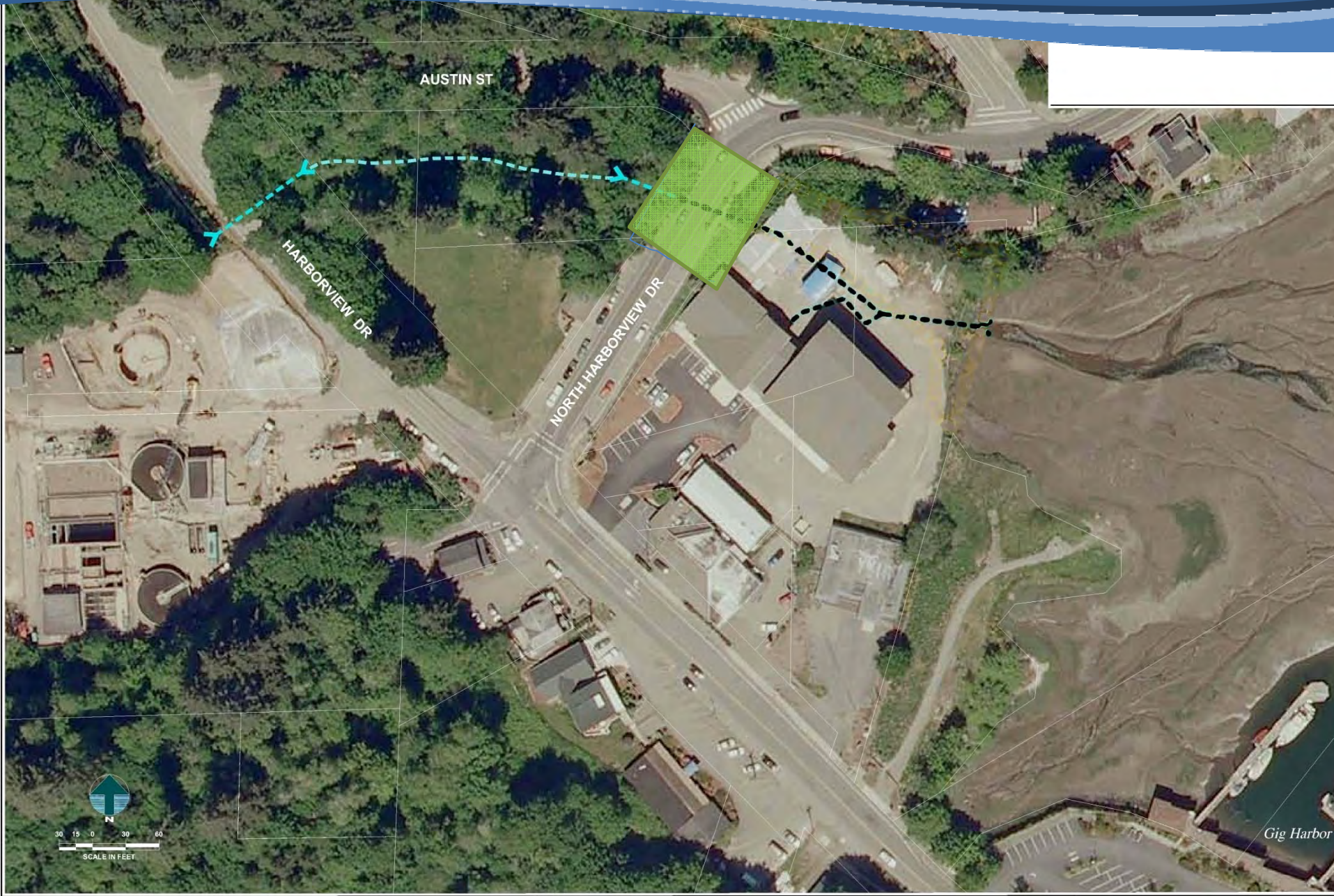
BLACK ---- Easement

BLUE ---- Existing Pipe





Creek Crossing and Roadway Utilities



Arch / Plate Culvert



Pedestrian Bridge



Jack and Bore



Excavation Area - Walls



#2 - Easement Excavation

Gig Harbor



Steel Sheet Pile

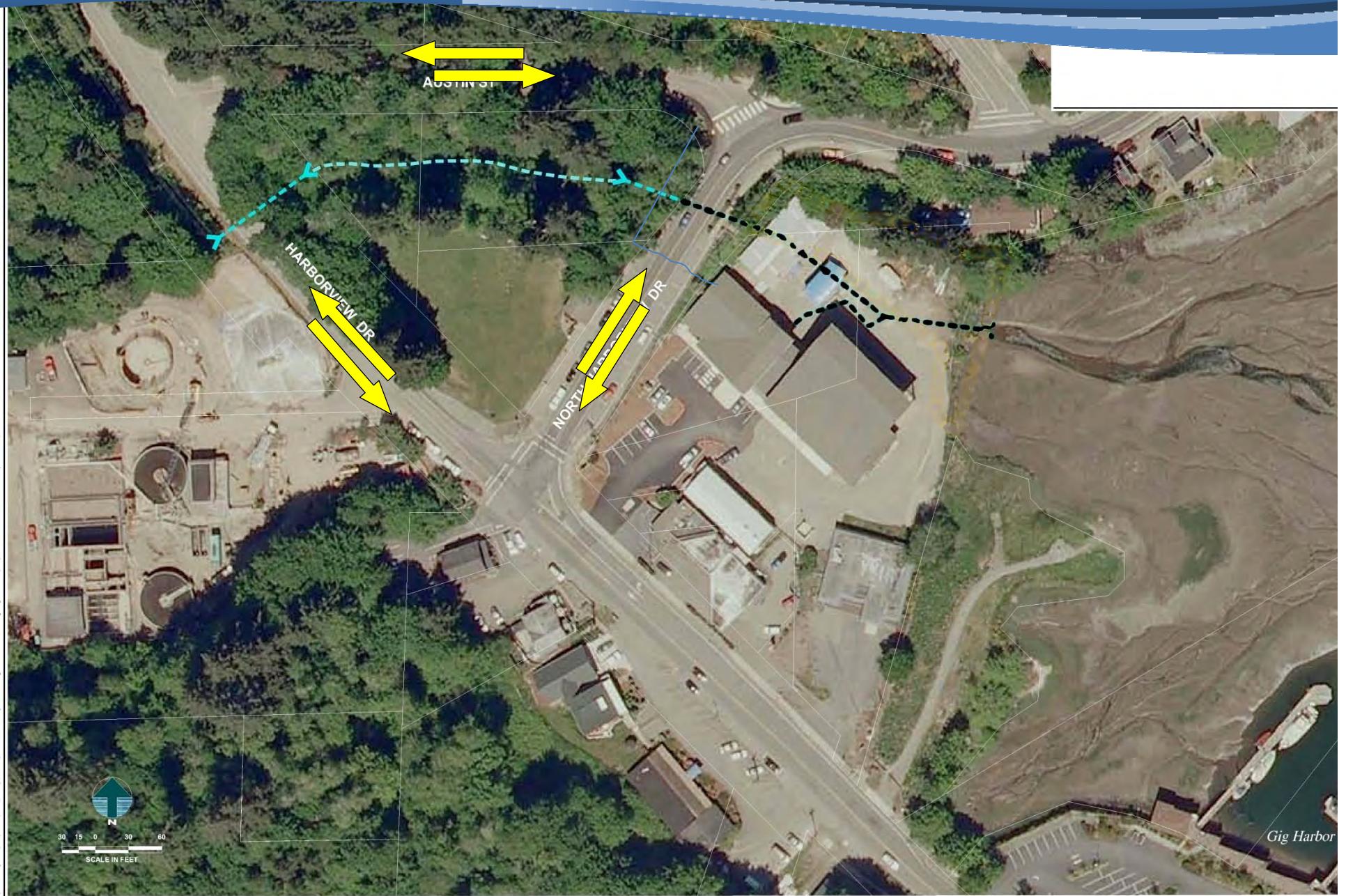


#3 – Roadway Configuration

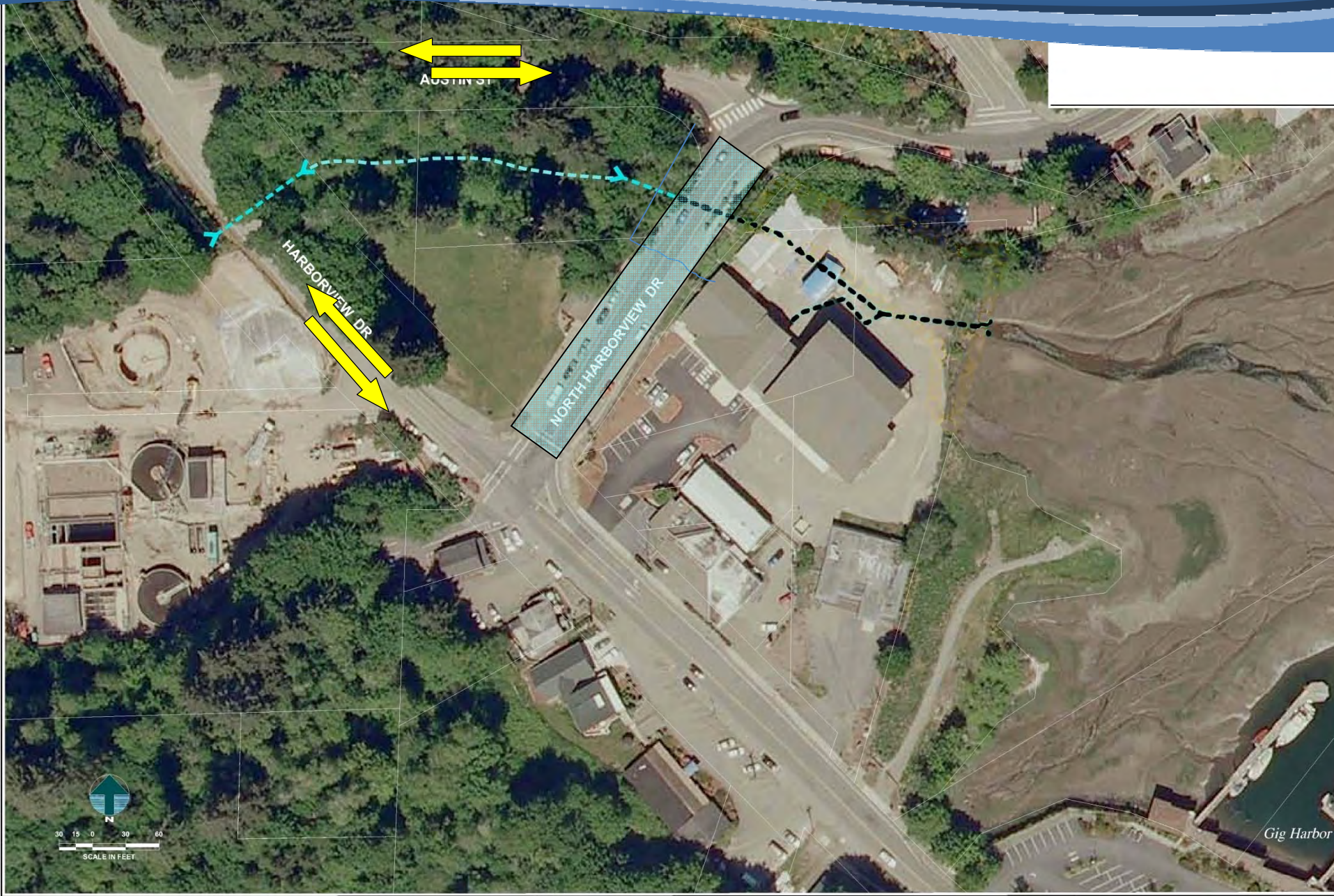
Traffic
Circulation



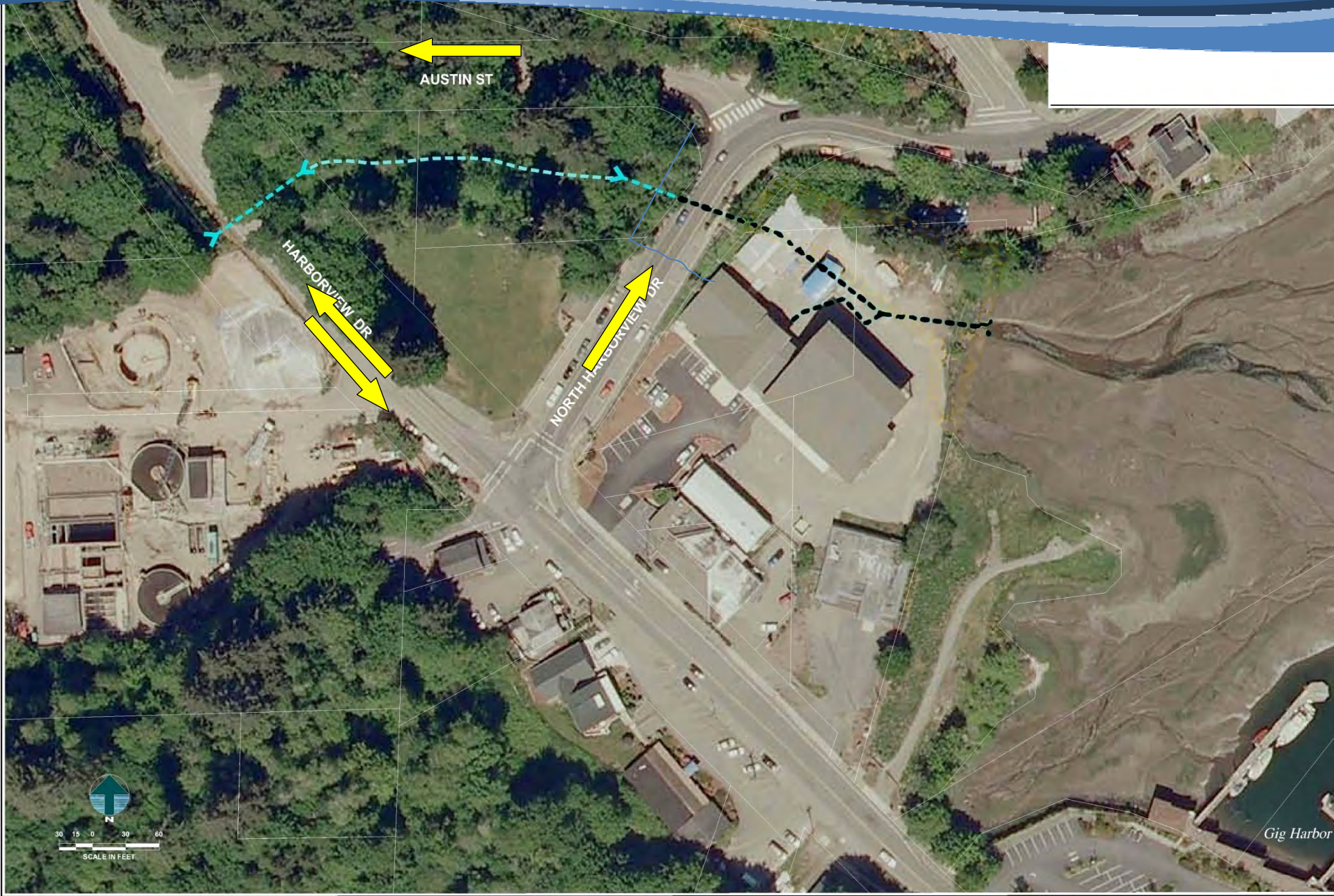
Maintain Existing Traffic Patterns



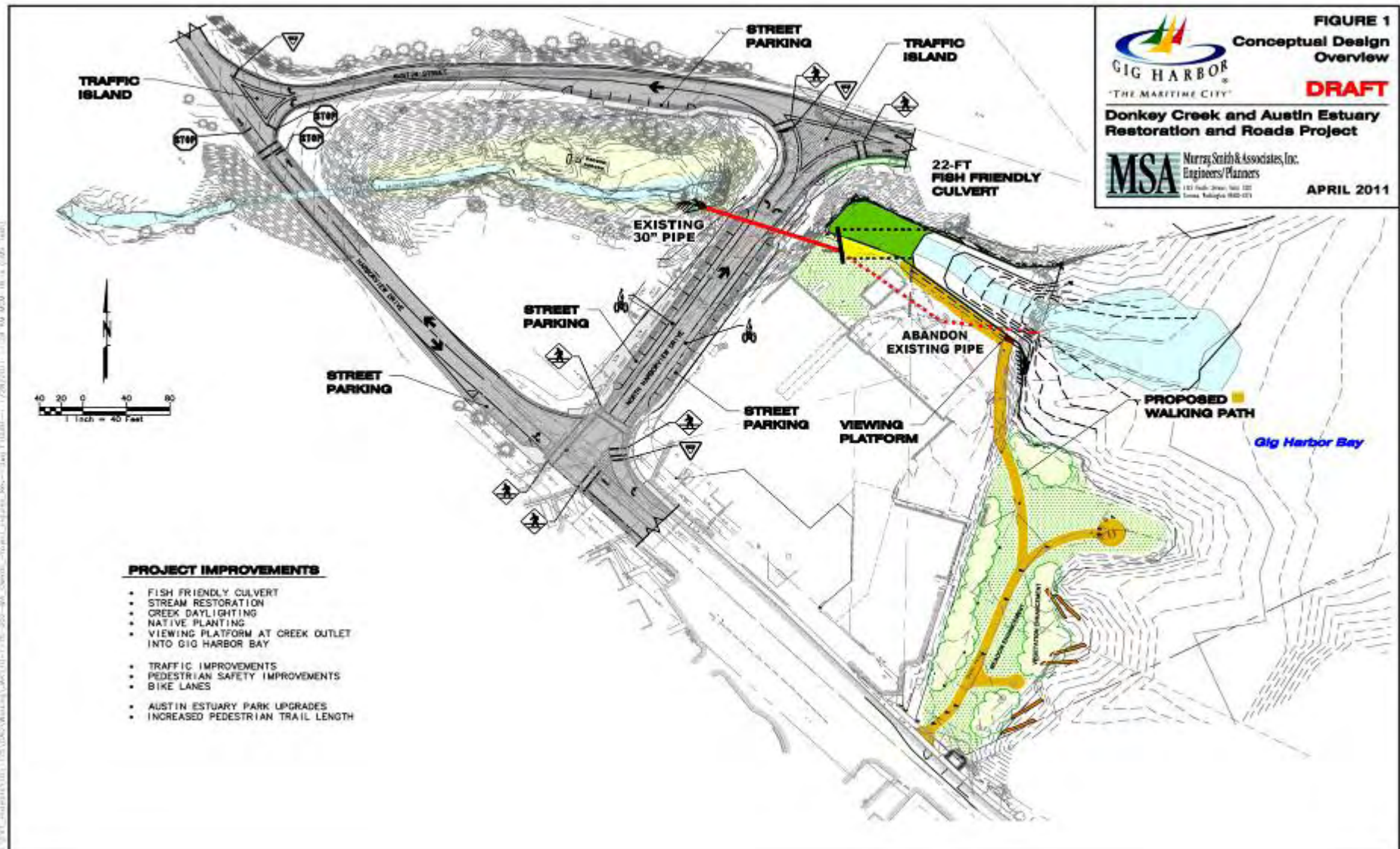
Close North Harborview



One-Way on Austin and North Harborview



Recommended Alternative – Pocket Park and One-Ways





BLACK Easement

BLUE Existing Pipe

Recommended Alternative – Pocket Park and One-Ways

PROJECT ELEMENT	AMOUNT
#1 Creek Crossing	\$ 980,000
#2 Easement Excavation	460,000
#3 Roadways	245,000
#4 Park Improvements	245,000
15% Contingency	290,000
8.4% Sales Tax	186,000
Subtotal	2,406,000
Admin and Engineering	477,000
TOTAL	\$ 2,883,000
FUNDING BUDGET - \$2,886,000	



OTHER OPTIONS CONSIDERED

- 10-Foot Diameter Jack and Bore**
- Plate Arch Culvert Creek Crossing**
- Pedestrian Bridge Creek Crossing**

10-foot Jack and Bore

PROJECT ELEMENT	AMOUNT
#1 Creek Crossing	\$ 1,200,000
#2 Easement Excavation	625,000
#3 Roadways	245,000
#4 Park Improvements	245,000
20% Contingency and Sales Tax	695,000
Subtotal	\$3,010,000
Admin and Engineering	477,000
TOTAL	\$ 3,487,000

FUNDING BUDGET - \$2,886,000



Plate Arch Culvert Creek Crossing

PROJECT ELEMENT	AMOUNT
#1 Creek Crossing	\$ 1,255,000
#2 Easement Excavation	625,000
#3 Roadways	245,000
#4 Park Improvements	245,000
20% Contingency and Sales Tax)	715,000
Subtotal	3,085,000
Admin and Engineering	477,000
TOTAL	\$ 3,562,000

FUNDING BUDGET - \$2,886,000



Pedestrian Bridge Crossing

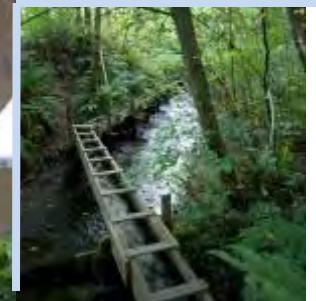
PROJECT ELEMENT	AMOUNT
#1 Creek Crossing	\$ 1,100,000
#2 Easement Excavation	625,000
#3 Roadways	905,000
#4 Park Improvements	245,000
20% Contingency and Sales Tax	865,000
Subtotal	3,740,000
Admin and Engineering	577,000
TOTAL	\$ 4,317,000

FUNDING BUDGET - \$2,886,000



- **Finalize Design**
- **Submit Permits**
- **Bidding and Award**
- **Construction (Summer of 2012)**

Thank You



MSA Murray, Smith & Associates, Inc.



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Interim Ordinance - Interim DB Parking Provisions for Existing Buildings.

Proposed Council Action: Hold public hearing and review interim ordinance at this first reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester Senior Planner

Handwritten initials JK

For Agenda of: May 9, 2011

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Handwritten: CLK 5/4/11

Approved by City Administrator:

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Approved as to form by City Atty:

Handwritten: BY EMAIL

Approved by Finance Director:

Handwritten: N/A

Approved by Department Head:

Handwritten: TD 5/4/11

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

The City Council has desired to look at the issue of parking in the downtown since last July, when it was put on the Planning Commission work program as high priority. It was understood that more parking has been required for certain uses than actually needed and conversions/reuse of existing buildings have been stifled by additional parking requirements on already constrained sites. Therefore, the City Council wanted the Planning Commission to review downtown parking regulations affecting commercial areas along Harborview and North Harborview as soon as the Shoreline Master Program update was completed by the Commission.

However, the Planning Commission did not complete their review of the Shoreline Master Program until April 21st. At that point, it made sense to allow the Planning Commission to review the submitted amendments to the Comprehensive Plan in order to meet deadlines for the Comprehensive Plan amendment process.

Because of that delay, City staff is recommending that the City Council directly consider a simple, interim change to the downtown parking regulations now which would allow existing buildings in the affected area to change use without having to provide additional parking, regardless of the use. This change could be made in time for the summer busy season. Such interim ordinance would also allow the C-1 gross floor area text amendment to move one spot up in the Planning Commission's queue. After the Planning Commission reviews the C-1 text amendment, they could then go back and do a more comprehensive review of the downtown parking regulations in the fall with a recommendation to the Council in January of 2012.

The City Council is allowed to pass interim land use controls for up to one year in length provided a public hearing is held and a work plan is developed, pursuant to RCW 36.70A.390 and RCW 35A.63.220. The proposed work plan is for the Planning Commission to review the interim amendments in the fall of 2011 and to make a recommendation on whether said amendments, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission would be directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Gig Harbor City Council by January 19, 2012.

FISCAL CONSIDERATION

None.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed interim ordinance on March 30, 2011.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed the proposed interim amendment at their March 7th, 2011 meeting and recommended approval of the interim ordinance. The Committee further recommended that the Planning Commission review the downtown parking regulations in the fall/winter of this year and include in that review building size regulations in the DB.

RECOMMENDATION / MOTION

Hold public hearing and review interim ordinance at this first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING INTERIM ZONING CODE AMENDMENT RELATING TO PARKING; ALLOWING THE USE OF AN EXISTING BUILDING IN THE DOWNTOWN BUSINESS DISTRICT (DB) TO CHANGE WITHOUT THE REQUIREMENT TO PROVIDE ADDITIONAL OFF-STREET PARKING SPACES PROVIDED THAT ANY EXISTING OFF-STREET PARKING SPACES ALLOCATED TO THE EXISTING BUILDING ARE NOT REMOVED OR REDUCED; ADDING SECTION 17.72.075 TO THE GIG HARBOR MUNICIPAL CODE; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor is authorized to impose moratoria and interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, existing development regulations require that new uses provide additional parking spaces on-site or within 100-feet of the site if additional parking is required. Conversions from retail/office to restaurant uses typically require the most additional parking spaces; and

WHEREAS, in the past, business owners have expressed a desire to invest in our downtown by converting downtown retail and office spaces to restaurant uses, but have indicated that they cannot make the conversion due to the need to provide additional parking spaces on already constrained sites; and

WHEREAS, the citizens of Gig Harbor have expressed a desire for more restaurant uses in the downtown; and

WHEREAS, allowing the reuse of existing buildings in the historic downtown is important to help maintain the character of the downtown; and

WHEREAS, parking regulations which do not allow for this reuse and conversation could lead to the destruction of historic structures; and

WHEREAS, Gig Harbor City Council feels it is important to consider allowing the change of use of existing buildings without requiring additional parking spaces in order to help preserve historic structures and remove barriers to economic investment in the downtown; however, the Gig Harbor Planning Commission's work program will not allow the review of a final text amendment until the fall, after the summer tourist season; and

WHEREAS, the Gig Harbor City Council has determined that the adoption of an interim parking regulation allowing the change of use of existing buildings in the downtown business district is needed prior to the summer season; and

WHEREAS, the interim land use controls may be effective for up to one year if a work plan is developed for related studies providing for such longer period pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the Gig Harbor City Council is directing the Gig Harbor Planning Commission to review the interim amendment in the fall of 2011 and provide a recommendation to the Council by January 19th; and

WHEREAS, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for this interim ordinance on March 30, 2011; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on May 9, 2011; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Findings. The City Council hereby adopts the recitals expressed above as findings in support of this ordinance.

Section 2. Interim Addition of GHMC Section 17.72.075, Special provisions for existing buildings in the Downtown Business District (DB). A new section 17.72.075 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.72.075 Special provisions for existing buildings in the Downtown Business District (DB).

Notwithstanding any other provisions of this chapter, the use of an existing building may change without the requirement to provide additional off-street parking spaces provided that any existing off-street parking spaces allocated to the existing building are not removed or reduced. The existing building may be expanded or reconstructed provided that the number off-street parking spaces for that expansion or reconstruction are provided consistent with GHMC 17.72.030 and all other applicable requirements of the Gig Harbor Municipal Code.

Section 3. Planning Commission Work Plan. The City of Gig Harbor Planning Commission is hereby directed to review the interim amendments in the fall of 2011 and to make a recommendation on whether said amendments, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission is directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Gig Harbor City Council by January 19, 2012.

Section 4. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Effective Period for Amendment. The interim Zoning Code amendments adopted by this ordinance shall remain in effect until one year from the effective date and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date.

Section 7. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:



Subject: Public Hearing and First Reading of Restaurant Parking Ordinance.

Proposed Council Action: Hold public hearing and review ordinance at this first reading.

Dept. Origin: Planning

Prepared by: Tom Dolan *TD*
Planning Director

For Agenda of: May 9, 2011

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: CLH 5/5/11

Approved by City Administrator: _____

Approved as to form by City Atty: by e-mail

Approved by Finance Director: N/A

Approved by Department Head: TD 5/5/11

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

Currently, restaurants are required to provide one parking space for every three seats based upon the maximum occupancy of the restaurant as determined by the International Building Code. In addition to parking, the number of restaurant seats also determines the number of sewer and water ERU's and the amount of traffic mitigation required for restaurants. Recently it has come to the attention of the Planning Department that using the International Building Code (IBC) to determine parking for restaurants may result in a higher number of parking spaces than what is necessary. In some instances using the IBC results in an occupancy load that is greater than the number of seats that can actually fit into the restaurant. When the IBC occupancy load is higher than the number of people that can actually sit in a restaurant a project applicant not only has to provide more parking than actually needed, but also has to pay higher sewer, water and traffic fees than is appropriate.

Staff is proposing using the number of seats in a restaurant as basis for determining parking. The ratio of parking would remain the same – one parking space for every three seats. However, the number of seats would be based upon a floor plan showing chairs and tables and not the maximum occupancy of the restaurant as determined by the IBC. The Planning Department will make a parking determination based upon a "reasonable" seating plan submitted by the applicants.

FISCAL CONSIDERATION

None.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed ordinance on April 14, 2011.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed the proposed amendment at their March 7th, 2011 meeting and recommended approval of the ordinance.

RECOMMENDATION / MOTION

Hold public hearing and review ordinance at this first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKING FOR RESTAURANTS; AMENDING SECTION 17.72.030 OF THE GIG HARBOR MUNICIPAL CODE TO ALLOW PARKING FOR RESTAURANTS TO BE DETERMINED BY THE NUMBER OF CUSTOMER SEATS WITHIN THE RESTAURANT RATHER THAN THE MAXIMUM OCCUPANCY OF THE BUILDING AS DETERMINED BY THE INTERNATIONAL BUILDING CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 17.72.030 of the Gig Harbor Municipal Code presently requires that the amount of parking for restaurants and taverns be based upon the maximum occupancy as determined by the International Building Code; and

WHEREAS, the current and proposed parking requirement is one parking space for every three seats in a restaurant or tavern; and

WHEREAS, in certain circumstances the maximum occupancy as determined by the International Building Code exceeds the amount of seating that can be physically placed in a restaurant; and

WHEREAS, requiring more parking spaces than necessary to meet the parking demand of a restaurant is expensive for the owner and results in more impervious surface than needed; and

WHEREAS, in addition to determining required parking, the occupancy determination for restaurants and taverns also establishes the number of water and sewer ERU's for the building as well as traffic mitigation fees; and

WHEREAS, when the maximum capacity calculated by using the International Building Code results in a occupancy determination that is higher than the number of restaurant seats the associated business owners pay more for water and sewer hook-ups and traffic mitigation than necessary; and

WHEREAS, the Planning Director should be given the authority to determine the reasonable seating capacity of restaurants based upon a seating plan and if the business decides to add seats at a later date, the Director shall require additional parking spaces at a ratio of one parking space for every three seats. If additional seats are proposed after the initial approval of a restaurant, concurrency review under Chapter 19.10 GHMC may also be required if the

additional seats generate any new p.m. peak hour trips, require additional sewer capacity or generates additional water consumption; and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on March 11, 2011, pursuant to RCW 36.70A.106, and was granted expedited review on March 29, 2011; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on April 14, 2011; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 17.80.110 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.030 Number of off-street parking spaces.

The following is the number of off-street parking spaces required for each of the uses identified below:

Use	Required Parking
Dwelling, single-family	Two off-street parking spaces per dwelling unit.
Dwelling, duplex	Two off-street parking spaces per dwelling unit.
Dwelling, triplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, fourplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, multiple-family	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Accessory	One off-street parking space per accessory apartment in addition to parking

Use	Required Parking
apartment	required for primary dwelling unit.
Family day care provider	Two off-street parking spaces.
Home occupation	One off-street parking space in addition to parking required for any other use; two parking spaces shall be required if the occupation requires customers or clients to visit the premises at any time.
Adult family home	Two off-street parking spaces.
Independent living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Assisted living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Skilled nursing facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Hospital	One off-street parking space for every two beds based on maximum capacity as determined by the International Building Code.
School, primary	One off-street parking space for every five seats in the main auditorium or assembly room.
School, secondary	One off-street parking space for every four seats in the main auditorium or assembly room, or three off-street parking spaces for every classroom plus one additional off-street parking space for each staff member or employee, whichever is greater.
School, higher educational	One off-street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
School, vocational/trade	One off-street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
Government administrative office	One off-street parking space for every 300 square feet of gross floor area.
Public/private services	For libraries: One off-street parking space for every 1,000 square feet of gross floor area; for police stations and fire stations: one off-street parking space for every 300 square feet of gross floor area; for maintenance and storage facilities: one off-street parking space for every 1,000 square feet of gross floor area.
Religious worship, house of	One off-street parking space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the

Use	Required Parking
	seating capacity shall be computed upon not less than 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the gross floor area to be occupied by such chairs shall be considered as a seat.
Museum	One off-street parking space for every 1,000 square feet of gross floor area.
Community recreation hall	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Clubs	One off-street parking space for each four persons of the building's maximum seating capacity as determined by the International Building Code.
Parks	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Essential public facilities	Parking required as per underlying use.
Utilities	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the use proposed.
Cemetery	Off-street parking spaces are required for only office, chapel and indoor assembly areas. For office space: one off-street parking space for every 300 square feet of gross floor area. For chapel and indoor assembly areas: one off-street parking space for every four fixed seats. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the gross floor area to be occupied by such chairs shall be considered as a seat.
Lodging, level 1	One and one-quarter off-street parking spaces for each room to rent in addition to two off-street parking spaces for the single-family residence.
Lodging, level 2	One and one-quarter off-street parking spaces for each room to rent.
Lodging, level 3	One and one-quarter off-street parking spaces for each room to rent.
Personal services	One off-street parking space for every 300 square feet of gross floor area.
Business services	One off-street parking space for every 300 square feet of gross floor area.
Professional services	One off-street parking space for every 300 square feet of gross floor area except for medical and dental offices. For medical and dental offices, one off-street parking space for every 250 square feet of gross floor area.
Ancillary services	One off-street parking space for every 300 square feet of gross floor area.

Use	Required Parking
Product services, level 1	One off-street parking space for every 300 square feet of gross floor area.
Product services, level 2	One off-street parking space for every 400 square feet of gross floor area, except for auto repair. For auto repair, four off-street parking spaces for each service bay.
Sales, level 1	One off-street parking space for every 300 square feet of gross floor area.
Sales, level 2	One off-street parking space for every 400 square feet of gross floor area.
Sales, level 3	One off-street parking space for every 400 square feet of gross floor area.
Ancillary sales	One off-street parking space for every 300 square feet of gross floor area.
Commercial child care	One off-street parking space for every five possible seats in the main auditorium or assembly rooms.
Commercial recreation, indoor	One off-street parking space for every possible four seats in the auditoriums and assembly rooms based on maximum capacity as determined by the International Building Code; for bowling alleys, five off-street parking spaces for each alley.
Commercial recreation, outdoor	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Commercial entertainment	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Automotive fuel-dispensing facility	One off-street parking space for every two fuel pumps, if service bays are not provided. If service bays are provided, four off-street parking spaces for each service bay.
Vehicle wash	Two off-street parking spaces per service bay plus one space for every two employees. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the vehicle wash shall be provided near the entrance to the wash bay(s). One car length within the stacking lane shall be equal to the length of a standard parking space.
Commercial parking lot	None required.
Animal clinic	One off-street parking space for every 250 square feet of gross floor area.
Kennel	One off-street parking space for every 300 square feet of gross floor area.
Adult entertainment	Parking required as per underlying use.

Use	Required Parking
facility	
Restaurant 1	<p>One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code <u>a seating plan submitted to the Planning Director showing a reasonable seating capacity for the dining area</u>. If at a later date, the business desires to add more seating than shown on the seating plan, additional off-street parking will be required at one off-street parking space for every three additional seats. Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption.</p>
Restaurant 2	<p>One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code <u>a seating plan submitted to the Planning Director showing a reasonable seating capacity for the dining area</u>. If at a later date, the business desires to add more seating than shown on the seating plan, additional off-street parking will be required at one off-street parking space for every three additional seats. Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption.</p>
Restaurant 3	<p>One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code <u>a seating plan submitted to the Planning Director showing a reasonable seating capacity for the dining area</u>. If at a later date, the business desires to add more seating than shown on the seating plan, additional off-street parking will be required at one off-street parking space for every three additional seats. Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption.</p>
Tavern	<p>One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code <u>a seating plan submitted to the Planning Director showing a reasonable seating capacity for the dining area</u>. If at a later date, the business desires to add more seating than shown on the seating plan, additional off-street parking will be required at one off-street parking space for every three additional seats. Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption.</p>
Drive-through facility	<p>One off-street space for every two employees assigned to the drive-through service area. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the drive-through facility shall be provided near the drive-through service area.</p>

Use	Required Parking
	One car length within the stacking lane shall be equal to the length of a standard parking space.
Marina	For moorages/slips less than 45 feet, one off-street parking space for every two berths; for moorages/slips 45 feet or longer, one space for every berth. All moorage facilities shall provide a minimum of two parking spaces. If a commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage. ²
Marine sales and service	One off-street parking space for every 300 square feet of gross floor area except for boat sales and repair. For boat sales and repair, one off-street parking space for every 400 square feet of gross floor area.
Marine boat sales, level 1	One off-street parking space for every 300 square feet of gross floor area.
Marine boat sales, level 2	One off-street parking space for every 400 square feet of gross floor area.
Ministorage	Two off-street parking spaces located near the office. Parking for loading and unloading purposes is allowed in front of individual storage units unless prohibited by the fire marshal.
Industrial, level 1	One off-street parking space for every 1,000 square feet of gross floor area.
Industrial, level 2	One off-street parking space for every 1,000 square feet of gross floor area, except for moving companies and distribution facilities. For moving companies and distribution facilities, one off-street parking space for each vehicle in use, at any time, in the conduct of business.
Marine industrial	One off-street parking space for every 1,000 square feet of gross floor area.
Wireless communication facility	None required.
Accessory uses and structures	Parking required as per underlying use.
<p>For any other use not specifically mentioned or provided for, the director shall determine the standards to be applied for parking using as a guide the uses listed above that most closely resemble the uses proposed.</p> <p><u>In instances when the calculation of the required off-street parking spaces for new or modified uses results in a fractional parking space, the number of parking spaces required shall be rounded up to the nearest whole number.</u></p>	

¹ If the facility or home is used exclusively for the housing of the elderly, disabled or handicapped, the decisionmaker may allow a portion of the area required for off-street parking to be reserved as a landscaped area if the decisionmaker finds that the required off-street parking is not immediately required and is in the best interest of the neighborhood.

² See GHMC 17.48.070 for additional requirements for parking and loading facilities in the WM district.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

ORDINANCE NO:



Subject: FIRST READING of an ordinance adding a new Section 9.39—Graffiti Control to the Gig Harbor Municipal Code

Proposed Council Action: Adopt the ordinance at its second reading

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *(Signature)*

For Agenda of: May 9, 2011

Exhibits: Graffiti Control Ordinance

Initial & Date

Concurred by Mayor: *CLH 4/28/11*

Approved by City Administrator: *RJK*

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

Approved by Finance Director: *DR 4/28/11*

Approved by Department Head: *(M) #1 4/27/11*

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

Graffiti hurts communities. It drains tax dollars and private funds and sends a message that nobody cares about the area in which it appears. This becomes an open invitation for loitering, littering, more graffiti, and crime. It hurts property values and frightens away businesses. Graffiti is the most common type of vandalism we investigate in the city of Gig Harbor. There is substantial evidence that the prompt removal of graffiti is an effective prevention strategy which discourages its return. The failure to promptly remove graffiti increases the likelihood that more graffiti will occur on the same site and on nearby property.

The creation of a Graffiti Control ordinance will establish a "zero tolerance" policy for graffiti vandalism in the City of Gig Harbor by:

- Aggressively prosecuting all individuals arrested for graffiti vandalism.
- Encouraging public/private partnerships to respond to graffiti vandalism and offering cash rewards for information that leads to the arrest and conviction of graffiti vandals.
- Working diligently to remove graffiti within 48 hours of it being discovered and reported.
- If the graffiti is found on private property, establishing a process whereby the police department will work with property owners to get their graffiti removed or covered up.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Adopt the ordinance at its second reading

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON;
RELATING TO PROHIBITION AND REMOVAL OF GRAFFITI; ADDING A
NEW CHAPTER 9.39--GRAFFITI CONTROL--TO THE GIG HARBOR
MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, cities are authorized under Titles 35 and 35A RCW to make and enforce by appropriate ordinances all such police and sanitary regulations as are not in conflict with state law; and

WHEREAS, graffiti is vandalism; and

WHEREAS, the defacement of public and private property by graffiti vandals costs businesses, property owners, cities, counties, and the state thousands of dollars a year; and

WHEREAS, the existence of graffiti often becomes an invitation to additional crime; and

WHEREAS, graffiti results in decreased property values, business viability, and community pride; and

WHEREAS, there is substantial evidence that the prompt removal of graffiti is an effective prevention strategy which discourages its return, while the failure to promptly remove graffiti increases the likelihood that more graffiti will occur on the same site and on nearby property; and

WHEREAS, it is necessary to take steps now to protect the public health, safety and welfare of our community from acts of graffiti vandalism and defacement; Now, therefore,

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

Section 1. A new chapter 9.39 is hereby added to the Gig Harbor Municipal Code to read as follows:

CHAPTER 9.39 GRAFFITI CONTROL

Sections:

- 9.39.010 Declaration of policy - findings
- 9.39.020 Definitions
- 9.39.030 Prohibited acts
- 9.39.040 Restitution - community service
- 9.39.050 Notice of graffiti nuisance

- 9.39.060 Right of city to remove
- 9.39.070 Abatement and cost recovery proceedings
- 9.39.080 Liens
- 9.39.090 Reward
- 9.39.100 Remedies not exclusive

9.39.010 Declaration of Policy - Findings.

The City Council finds that graffiti on public and private buildings, structures, and on personal property, including motor vehicles, creates a condition of blight within the City that can result in the deterioration of property values, business opportunities, and enjoyment of life for persons using adjacent and surrounding properties. The City Council further finds that the presence of graffiti is inconsistent with the City's goals of maintaining property, preventing crime, and preserving aesthetic standards. Accordingly, it is the purpose of this chapter to promote the health, safety and welfare of the general public. No provision of this chapter is intended to impose any duty whatsoever upon the City or any of its officers or employees. Further, nothing contained in this chapter is intended or shall be construed as forming the basis of any liability on the part of the City, its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City, its officers, employees or agents.

9.39.020 Definitions.

The definitions set forth in this Section apply throughout this chapter.

A. "Graffiti" means any unauthorized inscription, word, figure, painting, design, label, marking, symbol, or other defacement that is marked, etched, scratched, engraved, drawn, painted, sprayed, or otherwise affixed on any surface of public or private property, either natural or manmade; to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is deemed a public nuisance. The owner or occupant cannot authorize a public nuisance.

B. "Graffiti implement" means any aerosol paint container, felt tip marker, graffiti stick or paint stick, gum label, brush, roller, or etching tool or any other device capable of scarring or marking any surface, including but not limited to glass, metal, concrete, or wood; and any piece, design, or scrapbook or drawings illustrating graffiti marks or signs.

9.39.030 Prohibited acts.

A. Defacement. It shall be unlawful for any person to apply graffiti to any natural or manmade surface on any City-owned property or, without the permission of the owner or occupant, on any non-City-owned property.

B. Possession of Graffiti Implements.

1. By Minors at or Near School Facilities. It shall be unlawful for any person under the age of eighteen (18) years to possess any graffiti implement while on any school property, grounds, facilities, buildings, or structures, or in areas immediately adjacent to those specific locations

upon public property, or upon private property without the prior written consent of the owner or occupant of such private property. The provisions of this section shall not apply to the possession of broad-tipped markers by a minor attending or traveling to or from a school at which the minor is enrolled if the minor is participating in a class at the school that formally requires the possession of broad-tipped markers. Otherwise, it shall be an affirmative defense to prosecution under this subsection for the minor student to establish the need to possess a broad-tipped marker.

2. In Designated Public Places. It shall be unlawful for any person to possess any graffiti implement while in or upon any public facility, park, playground, swimming pool, recreational facility, or other public building or structure owned or operated by the City or while on, in or within fifty (50) feet of an underpass, bridge abutment, storm drain, or city signs unless otherwise authorized by the City.

C. Penalties. Any person violating any provisions of this section shall be deemed guilty of a gross misdemeanor and upon conviction thereof shall be punished as provided in GHMC 1.16.010. In the case of a minor, the parent or guardian having custody of the juvenile shall be jointly and severally liable with the minor for the payment of all fines and/or restitution imposed as the result of a violation of this section, except that liability shall not be imposed upon any governmental entity, private agency, or foster parent assigned responsibility for an unemancipated minor pursuant to court order or the department of social and health services.

9.39.040 Restitution - Community Service.

A. In addition to any punishment specified in this ordinance, the court may order any violator to make restitution to the victim for damages or loss caused by the violator's offense in the amount or manner determined by the court. For purposes of this Section, if the City uses its funds and/or other resources to remove graffiti from city-owned property or, in agreement with the owner, from non-city owned property, the City shall be considered a victim for purposes of restitution.

B. In lieu of, or as part of, the penalties specified in this ordinance, a violator may be required to perform community service as described by the court based on the following minimum requirements:

1. If the court wishes to impose community service in lieu of other penalties provided herein, the violator shall be ordered to perform at least 30 hours of community service; and

2. The entire period of community service shall be performed under the supervision of a community service provider approved by the Chief of Police or his designee; and

3. Reasonable effort shall be made to assign the violator to a type of community service that is reasonably expected to have the most rehabilitative effect on the violator, such as ,community service that involves graffiti removal.

9.39.050 Notice of graffiti nuisance.

A. When the City has reason to believe that a property within the City may be a potential graffiti nuisance property, the City shall identify a responsible party and send that party an informational letter describing the nature and location of the graffiti and requesting that the graffiti be removed promptly. The letter shall explain the problems caused by the continued presence of graffiti and the need for its prompt removal, describe the resources available to aid in graffiti removal, and give notice that failure to remove graffiti is a violation of City code that may lead to legal action to remove the graffiti at the expense of the responsible party and may subject the responsible party to civil penalties. The letter may also identify any graffiti removal assistance programs available through the City, or any private graffiti removal contractors.

B. If the graffiti is not removed within ten (10) days after the information letter has been sent, the City shall notify the responsible party in writing, by certified mail, that the property has been identified as a potential graffiti nuisance property. The notice shall contain the following information:

1. The street address and legal description of the property sufficient for identification of the property;

2. A statement that the property is a potential graffiti nuisance property with a concise description of the conditions leading to the finding; and

3. A statement that the graffiti must be removed within ten (10) days after receipt of the notice and that if the graffiti is not abated within that time the City may declare the property to be a public nuisance, subject to the abatement procedures herein.

9.39.060 Right of city to remove.

A. Use of Public Funds. Whenever the City becomes aware or is notified and determines that graffiti is located on publicly or privately owned property viewable from a public or quasi-public place, the City shall be authorized to use public funds for the removal of the graffiti, or for the painting or repairing of the graffiti, but shall not authorize or undertake to provide for the painting or repair of any more extensive an area than that where the graffiti is located, unless the City determines in writing that a more extensive area is required to be repainted or repaired in order to avoid an aesthetic disfigurement to the neighborhood or community, or unless the property owner or responsible party agrees to pay for the costs of repainting or repairing the more extensive area. Pursuant to GHMC 9.39.070 and GHMC 9.39.080, the City shall recover public funds expended to remove graffiti from private property.

B. Right of Entry on Private Property. Prior to entering upon private property or property owned by a public entity other than the City for the purpose of graffiti removal the City shall attempt to secure the consent of the property owner or responsible party and a release of the City from liability for property damage or personal injury. If the property owner or responsible party fails to remove the offending graffiti within the time specified by this ordinance, or if the City has requested consent to remove or paint over the offending graffiti and the property owner or responsible party has refused

consent for entry on terms acceptable to the City and consistent with the terms of this section, the City shall commence abatement and cost recovery proceedings for the graffiti removal according to the provisions specified below.

9.39.070 Abatement and cost recovery proceedings.

A. Notice of Due Process Hearing. The City, the applicable director, or a designee thereof, shall provide the property owner of record and the party responsible for the maintenance of the property, if a person different from the owner, not less than forty-eight (48) hours notice of the City's intent to hold a due process hearing at which the property owner and or responsible party shall be entitled to present evidence and argue that the property does not constitute a public nuisance. The property owner and the party responsible for the maintenance of the property shall be deemed served with notice three days after the same is sent to the property and to the address shown on the County tax roll as the owner of said property by certified US mail.

B. Determination of Hearing Examiner. If, after the due process hearing, regardless of the attendance of the owner or the responsible party, the Hearing Examiner determines that the property contains graffiti viewable from a public or quasi-public place, the Hearing Examiner shall declare the same a nuisance and order the party to whom the notice was issued to abate it. The Hearing Examiner shall issue a decision and order, if necessary, containing the following: findings of fact; conclusions in support of the decision and order; type and method of abatement action required; the date by which said abatement must be completed; and civil penalties to be assessed by the City should appellant fail to comply with the order. Civil penalties shall range from \$25.00 to \$250.00 based on appellant's appearance at the hearing, frequency of offense, cooperation with the City in efforts to abate the graffiti, progress in abating the graffiti, and other relevant factors. Each and every day or portion thereof during which any violation is committed, continued, permitted or not corrected shall be a violation for purposes of this chapter. The determination of the Hearing Examiner after the due process hearing shall be final, subject to appeal to the City Council. Appeals to the City Council must be filed with the city clerk in writing within ten days of the Hearing Examiner's decision. The Hearing Examiner's decision shall be stayed pending resolution of the City Council appeal.

C. Abatement. The City may, pursuant to chapter 7.48 RCW, obtain a warrant of abatement to enter upon the property, cause the removal, painting over (in such color as shall meet with the approval of the court), or such other eradication thereof as the court determines appropriate, and shall provide the property owner, or building owners association, thereafter with an accounting of the costs of the eradication effort on a full cost recovery basis including reasonable legal fees and costs.

9.39.080 Liens.

The City shall have a lien for any civil penalty imposed and for the cost of any abatement and graffiti removal work done pursuant to this chapter

against the real property that is subject to the abatement or graffiti removal under this chapter. The procedures for liens shall be the same as those for public nuisances set forth in GHMC 8.10.150.

9.39.090 Reward.

The City may offer a reward not to exceed three hundred dollars for information leading to the identification, apprehension and charging of any person who willfully damages or destroys any public or private property by the use of graffiti. The actual amount awarded (not to exceed \$300) shall be determined in the discretion of the Chief of Police. In the event of damage to public property, the offender or the parents of any unemancipated minor must reimburse the City for any reward paid. In the event of multiple contributors of information, the reward amount shall be divided by the City in the manner it shall deem appropriate. Claims for rewards under this section shall be filed with the Chief of Police or his/her designee in the manner specified by the Gig Harbor Police Department. No claim for a reward shall be allowed unless the City investigates and verifies the accuracy of the claim and determines that the requirements of this section have been satisfied.

9.39.100 Remedies not exclusive.

The remedies for violation of this chapter that are set forth in this chapter are in addition to any other remedy that may exist at law or in equity.

Section 2. 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 3. Effective Date. This Ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Subject: FIRST READING of an ordinance adding a new Section 9.40—Solicitations to occupants of vehicles on public roadways prohibited to the Gig Harbor Municipal Code.

Proposed Council Action: Adopt the ordinance at its second reading

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MDH*

For Agenda of: May 9, 2011

Exhibits: Solicitations to occupants of vehicle on public roadways prohibited ordinance

Initial & Date

Concurred by Mayor: CLH 5/4/11

Approved by City Administrator: _____

Approved as to form by City Atty: via email

Approved by Finance Director: CR 5/4/11

Approved by Department Head: W 5/4/11

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

Over the last couple years the intersection of Point Fosdick and Olympic Drive has seen an influx of panhandlers. These individuals have selected this location because of the high volume of commuter traffic. They distract drivers with their signage and are creating a safety hazard when entering traffic lanes to secure funds donated by drivers and passengers in passing vehicles. This type of behavior at a very busy and congested intersection increases the risk of collisions and puts pedestrians at a higher risk of being struck by passing vehicles.

The police department has received numerous complaints from citizens who feel that this sort of activity is not reflective of the positive culture we support in the City of Gig Harbor. Citizens have also complained that the panhandlers sometimes become aggressive in their mannerisms, which can create feelings of intimidation. Our police officers are becoming very frustrated with this sort of activity as well. The majority of the panhandlers we contact in Gig Harbor have criminal records. They have been arrested for numerous crimes including thefts, assaults, and drug offenses and in one particular incident the robbery of a local bank. From our experience none of the panhandlers reside in our community. They are driven here from areas such as Tacoma, which has an anti-panhandlers ordinance in place.

The violation of this ordinance will be a misdemeanor, with a punishment of up to 90 days in jail and a \$1,000.00 fine.

By enacting an ordinance prohibiting solicitations to occupants of vehicles on public roadways our officers will have a means to manage this risk laden activity.

This ordinance will not prohibit non-profit organizations from securing a Special Event Permit (GHMC 5.28 Special Events) in order to solicit funds within our city right of ways. Our local fire department has for many years conducted a fund raiser that benefits muscular dystrophy research called "Fill the Boot" which involves firefighters soliciting donations at an intersection within the city. They are required to obtain a Special Event Permit each year in order to conduct this fundraiser.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Adopt the ordinance at its second reading

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON;
RELATING TO VEHICULAR AND PEDESTRIAN SAFETY; ADDING A NEW
CHAPTER 9.40 TO THE GIG HARBOR MUNICIPAL CODE PROHIBITING
SOLICITATION TO OCCUPANTS OF VEHICLES ON PUBLIC
ROADWAYS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, cities are authorized under Titles 35 and 35A RCW to make and enforce by appropriate ordinances all such police regulations as are not in conflict with state law; and

WHEREAS, the City has received numerous communications from citizens regarding solicitation at certain locations as it poses traffic and public safety risks; and

WHEREAS, the City Council took public testimony at the first reading of this Ordinance on May ____, 2011; and

WHEREAS, the City Council considered this Ordinance at second reading on _____, 2011; and

WHEREAS, based on the testimony received and the information provided, the Gig Harbor City Council believes that it is important to limit the location of certain solicitations to provide for vehicular and pedestrian traffic safety, while allowing safe and appropriate venues for constitutionally protected activities; Now, therefore,

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

Section 1. Findings. The City Council makes the following findings of fact:

A. Motor vehicle drivers approached by pedestrians may become distracted, may stop suddenly, or may linger at traffic control devices thereby posing a significant risk of physical injury to themselves, other motorists, and pedestrians; and

B. "Public property" as defined below enables pedestrian and vehicular traffic to safely and efficiently move about from place to place; and

C. Solicitation of persons in or operating motor vehicles may result in car/pedestrian collisions, as well as vehicle collisions caused when vehicles behind the one being solicited move forward without realizing the solicited driver has not moved.

Section 2. New Chapter 9.40. Based upon the above findings, a new chapter 9.40 is hereby added to the Gig Harbor Municipal Code to read as follows:

**CHAPTER 9.40 SOLICITATIONS TO OCCUPANTS OF
VEHICLES ON PUBLIC ROADWAYS PROHIBITED**

Sections:

9.40.010	Purpose
9.40.020	Definitions
9.40.030	Prohibited acts
9.40.040	Evidence
9.40.050	Penalty

9.40.010 Purpose.

The purpose of this chapter is to protect citizens by limiting the location of certain kinds of solicitation and to provide for vehicular and pedestrian traffic safety.

9.40.020 Definitions.

In this chapter:

- A. "Goods" means real property, as well as tangible and intangible personal property.
- B. "Public property" means:
 - 1. Any property open or devoted to public use or owned by the City; and
 - 2. Any area dedicated to the public use for sidewalk, street, highway, or other transportation purposes, including, but not limited to, any curb, median, parkway, shoulder, sidewalk, alley, drive, or public right-of-way.
- C. "Roadway" has the meaning given that term in RCW 46.04.500, as currently adopted or as it may be amended in the future.
- D. "Services" means any work done for the benefit of another person.
- E. "Solicit" and all derivative forms of "solicit" means any conduct or act whereby a person:
 - 1. Either orally or in writing asks for an immediate ride, employment, goods, services, financial aid, monetary gifts, charity, or any article representing monetary value, for any purpose;
 - 2. Either orally or in writing sells or offers for immediate sale goods, services, or publications;
 - 3. Distributes without remuneration goods, services, or publications; or
 - 4. Solicits signatures on a petition or opinions for a survey.
- F. "Vehicle" has the meaning given that term in RCW 46.04.670, as currently adopted or as it may be amended in the future.

9.40.030 Prohibited acts.

A. It is unlawful for any person, while occupying any public property adjacent to or on any public roadway in the City, to knowingly conduct a solicitation directed to, or intended to attract the attention of, the occupant of any vehicle stopped or traveling on the roadway, unless said vehicle is legally parked. An offense occurs when the solicitation is made, whether or not an actual employment relationship is created, a transaction is completed, or an exchange of money, goods, or services takes place; provided, that nothing

herein shall be construed to prohibit activity authorized pursuant to Chapter 5.28 GHMC, Special Events.

- B. It is a defense to prosecution under this section that the person was:
1. Summoning aid or requesting assistance in an emergency situation; or
 2. A law enforcement officer in the performance of official duties.

9.40.040 Evidence.

Evidence to support a conviction for a violation of this chapter may include, but is not limited to, testimony of witnesses, videotape evidence of the violation, and other admissible evidence.

9.40.050 Penalty.

Any violation of any provision of this chapter shall be a misdemeanor, subject to the terms and conditions of Chapter 1.16 GHMC, General Penalty.

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 be published and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



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

Staff Report: Association of Washington Cities (AWC) 2011 Municipal Excellence Award SR16/Burnham Drive Interchange and Roadway Improvements Project / Public Works Category

Dept. Origin: Public Works/Engineering

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

For Agenda of: May 9, 2011

Attachments: AWC Project Award Submittal
Funding Cost Breakdown

INFORMATION / BACKGROUND

In early April, Engineering submitted entries for the AWC Municipal Excellence Award in two categories: "Public Works" for SR-16/Burnham Drive Interchange Improvements and "Economic Development" for the WWTP Improvement Projects. On Wednesday of last week, the city was notified that the SR16/Burnham Drive Interchange project was selected for this prestigious award in the public works category. This was a State wide competition in which Gig Harbor competed against seven other cities that filed for an award.

Back in early 2003, the city identified that improvements to an existing interchange and its adjacent roadways were needed to accommodate a new community hospital whose aim was to serve the health care needs of residents of Gig Harbor, Key Peninsula, and south Kitsap County. The project included raising a periodically flooded roadway arterial and modifying two roundabouts at the interchange ramp ends to meet the goal of increasing the traffic-carrying capacity of the system.

A multi-stage solution was found that would achieve the goal of improving the transportation system to allow future development in the North Gig Harbor area, including for the new St. Anthony's Hospital. The coordinated planning and engineering solution with a heavy emphasis from the Gig Harbor City Engineer included the following:

- A Comprehensive Plan Amendment modification of the City's Level of Service (LOS) standards revising the acceptable LOS from a D to an E;
- Restriping and incorporating the existing Burnham Drive NW Bridge over SR-16;
- Reconfiguring the six-legged Burnham/Borgen Boulevard westbound Ramp Terminal roundabout to accommodate widened and reconfigured roadway alignments;
- Adding a right-turn slip lane from the westbound SR-16 off-ramp to Burnham Drive southbound;
- Adding a right-turn slip lane from Canterwood Blvd. NW to the westbound SR-16 on-ramp;
- Widening the SR-16 westbound off-Ramp to provide approximately 400 linear feet of additional lane storage in order to keep vehicles from queuing from the SR-16 mainline;
- Realigning the SR-16 westbound on-ramp to accommodate both the reconfigured exit from the Burnham/Borgen Boulevard roundabout and the new Canterwood Blvd. NW right-turn slip lane;

- Widening Canterwood Blvd. NW for approximately 1,500 feet to accommodate increased vehicular traffic to and from the hospital, provide on-street bicycle lanes, and allow pedestrian travel via a new sidewalk under new illumination for the new corridor.

The constructed improvements provided an improved regional public access serving Gig Harbor's largest retail and commercial center as well as the new hospital with an improved local access.

The most challenging components of the construction project consisted of the following items:

Challenging Wall Foundations in Tight Work Spaces - The geotechnical engineering work for the project involved evaluation and design of seven new retaining walls associated with project interchange improvements. At the expanded westbound ramp terminus roundabout, fill walls up to 26-ft.-tall were required to be constructed over potentially liquefiable and compressible soils, and immediately adjacent to sensitive wetland and stream areas. Through rigorous geotechnical engineering analyses as requested by the City Engineer, the geotechnical engineer, HWA GeoSciences (HWA), determined that treating the liquefiable/ compressible subgrade soil in place, using displacement rammed aggregate piers (D-RAP), would allow for conventional mechanically stabilized earth (MSE) walls to be constructed. HWA's innovative approach, compared to more conventional soldier pile and tieback wall construction, ultimately saved the City of Gig Harbor more than \$1M in construction costs.

Project Benefits for the Environment - The transportation improvements themselves resulted in several other environmental mitigation improvements including the creation of new wetland areas, installation of a new fish passable box culvert to a location that had previously been a barrier to fish, and the daylighting of the main stem of McCormick Creek by removing entirely another fish-blocking culvert and installing a new fish passable concrete box culvert (12' x 6' x 80') under Canterwood Blvd. NW.

Financial Project Cost Summary - The original combined project estimated costs for engineering, permitting, and construction costs for Phase One and Two approached \$16,000,000. However, the actual ending costs were substantially lower by approximately \$1,285,000 as shown on the attached Cost Summary Sheet.

Project Success - The predominant reasons for this most successful project can be attributable to the following project components:

- Concise and clear Design and Engineering Bid Documents,
- Considerable upfront Geotechnical exploratory work and documentation,
- A partnered and effective working relationship between the Washington State Department of Transportation who in conjunction with the City Engineering staff worked side by side to work through many tough field construction challenges,
- A dedicated and experienced construction Contractor, who in conjunction with the City and the State, partnered together to achieve project completion within the allocated budget.

In conclusion, the success of this project is an example of many entities and individuals working together towards the common goal of completing a project within the allocated budget and resources available with a cost conscious approach, and fostering a partnered team approach.

BB16 INTERIM IMPROVEMENTS ESTIMATED COST SUMMARY

Updated: 12/3/08

This column Updated: 8/12/09

Final Costs Updated: 5/9/11

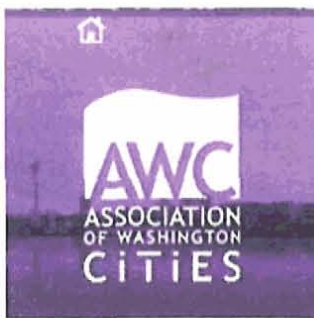
Cost Savings

Canterwood/BB16 Interim Improvements Budget Phase 1

Design			
Original Contract with DEA	\$1,512,160	\$1,512,160	\$1,512,160
WSDOT Design Review Services	\$72,631	\$72,631	\$77,773
<i>subtotal</i>	\$1,584,791	\$1,584,791	\$1,589,933
Construction			
Project Management			
WSDOT Project Management (includes material testing)	\$570,856	\$373,770	\$373,770
DEA Project Assistance	\$242,670	\$154,867	\$157,868
<i>subtotal</i>	\$813,526	\$528,637	\$531,638
Construction			
Canterwood Construction Contract	\$3,772,736	\$3,570,154	\$3,570,154
Storm Vault & Box Culvert (ordered/paid for by FHS)	\$406,113	\$406,113	\$406,113
Fire Station Coverage (5/26, 5/30, & Aug 2008)	\$47,657	\$47,657	\$47,657
Fire Station Coverage (September 2008)	\$66,648	\$66,648	\$66,648
Fire Station Coverage (October 2008)	\$17,199	\$17,199	\$17,199
Fire Station Coverage (November 2008 est.)	\$8,600	\$8,600	\$8,600
Wetland mitigation property purchase (cash portion)	\$125,750	\$125,750	\$125,750
<i>subtotal Construction</i>	\$4,444,702	\$4,242,120	\$4,242,120
Field Orders			
Field Order #1	\$1,089	\$1,089	\$1,089
Field Order #2	\$49,664	\$49,664	\$49,664
Field Order #3	\$42,607	\$42,607	\$42,607
Field Order #4	\$3,960	\$3,960	\$3,960
Field Order #5	\$1,000	\$1,000	\$1,000
Field Order #6	\$3,900	\$1,950	\$1,950
Field Order #7 thru #19	\$1,000	\$48,918	\$48,918
<i>subtotal Field Orders</i>	\$103,220	\$149,188	\$149,188
<i>Note: First \$300k of field orders is paid from a \$300k Contingency</i>			
Field Orders Above Contingency Amount	\$0	\$0	\$0
<i>subtotal</i>	\$4,444,702	\$4,242,120	\$4,242,120
TOTAL PHASE 1 ESTIMATE	\$6,843,000	\$6,356,000	\$6,364,000
			\$479,000

BB16 Interim Improvements Budget Phase 2

Design			
Design Contract (Additional amount requested by DEA)	\$640,000	\$640,000	\$640,000
WSDOT Design Review Services	\$195,000	\$170,563	\$170,563
WSDOT Geotechnical Services	\$50,000	\$0	\$53,501
<i>subtotal</i>	\$885,000	\$810,563	\$864,064
Construction			
Project Management			
WSDOT Project Management (includes material testing)	\$975,000	\$993,638	\$672,706
Project Assistance	\$390,000	\$390,000	\$587,789
<i>subtotal</i>	\$1,365,000	\$1,383,638	\$1,260,495
Construction			
Phase 2 Construction Contract	\$6,500,000	\$6,412,853	\$5,445,699
Field Orders	\$0	\$0	\$374,170
<i>subtotal</i>	\$6,500,000	\$6,412,853	\$5,819,869
TOTAL PHASE 2 ESTIMATE	\$8,750,000	\$8,607,000	\$7,944,000
			\$806,000
Total Interim Improvements Costs	\$15,593,000	\$14,963,000	\$14,308,000
			\$1,285,000



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City Awards

Congratulations to the 2011 Municipal Excellence Award Winners!

Now in their 21st year, the Excellence Awards recognizes innovative municipal projects that significantly improve the quality of life for citizens, establish partnerships, and build community support. The Municipal Excellence Awards are a showcase of all the great things happening in Washington State. It goes beyond the annual conference in June and serves as a reference for AWC all year-round including in the *Cityvision* magazine.

The Municipal Excellence Awards are presented to cities that have demonstrated outstanding achievements in promoting community excellence. The competition recognizes a community's achievement and encourages other cities to develop similar programs.

Congratulations to our 2011 Municipal Excellence Award winners:

- Community Service - City of Prosser for their Prosser Boys and Girls Club
- Economic Development - City of Bothell for their Downtown Revitalization Project
- Hometown Spirit - City of Renton for their Renton FilmFrenzy
- Going Green - City of Puyallup for their Rain Garden Project
- Public Safety - City of Lakewood for their Community Safety Resource Team
- Public Works - City of Gig Harbor for their SR 16 / Burnham Drive NW Interchange and Roadway Improvements
- Small City Successes - City of Waitsburg for their Main Street Revitalization

AWC is proud of each of the cities that entered Municipal Excellence projects. It is that show of dedication and hard work that make Washington's cities and towns so great.

Learn more about these exceptional projects at AWC's Annual Conference, June 21-24 in Spokane.

Past Municipal Award winners

We want to remind you of all the great city projects that have been entered over the years. Please use this as a resource for ideas and examples of projects that should be entered.

[2010 winners](#) - brief summaries of projects
[View all awards](#) - includes project summary and contact information

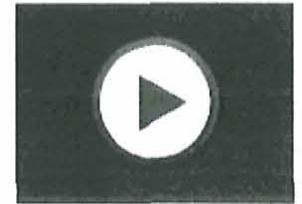
If you have any questions, please contact Kate Cherrington, AWC's Communications Specialist, at (360) 753-4137 or katec@awcnet.org.

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2010 winners



Banner



Association of Washington Cities 2011 Municipal Excellence Awards

April 2011

SR 16 / Burnham Drive NW Interchange and Roadway Improvements

City of Gig Harbor



2011 Municipal Excellence Awards Entry Form

Please check the category you are entering:

(a separate entry form must be filled out for each entry)

- | | |
|---|---|
| <input type="checkbox"/> Community Service | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Economic Development | <input checked="" type="checkbox"/> Public Works |
| <input type="checkbox"/> Hometown Spirit | <input type="checkbox"/> Small City Successes (pop. of 5,000 and under) |
| <input type="checkbox"/> Going Green | |

Please type or print clearly:

Title of project SR 16 / Burnham Drive NW Interchange and Roadway Improvements

City/Town City of Gig Harbor

Form completed by:

Name Stephen Misiurak, P.E.

Title City Engineer

Address 3510 Grandview Street

City Gig Harbor Zip 98335

Phone 253-851-6170

Date April 6, 2011

**Please mail/email this form with accompanying documents by
Wednesday, April 6, 2011 to:**

Kate Cherrington
Association of Washington Cities
1076 Franklin St. SE
Olympia, WA 98501-1346
katec@awcnet.org

Project Title: *SR 16 / Burnham Drive NW Interchange
and Roadway Improvements
City of Gig Harbor, Washington*

Work Period: *August 2008 to October 2011*

Project Statement

The City identified that improvements to an existing interchange and its adjacent roadways were needed to accommodate a new community hospital whose aim was to serve the health care needs of residents of Gig Harbor, Key Peninsula, and south Kitsap County. The project included raising a periodically flooded roadway arterial and modifying two roundabouts at the interchange ramp ends to meet the goal of increasing the traffic-carrying capacity of the system.



Project Summary

Background

New Hospital for Gig Harbor Approved by the State of Washington

The new St. Anthony's Hospital proposal by the Franciscan Health Systems (FHS) was approved by the State of Washington in 2005. The City of Gig Harbor welcomed the plan for a new regional hospital. However, before it could be finally approved by the City, implementation of several improvements to its transportation system in the North Gig Harbor area would be necessary. As a result of the coordination and cooperation of numerous stakeholders, the commitment of various funding partners, and the steadfast construction approaches carried out by two different contractors on two independent phases of the project, by 2010 these transportation improvements became a reality and the region was provided improved access to vital medical services.



St. Anthony's Regional Hospital, opened 2009, required roadway and interchange improvements as transportation mitigation

An Inadequate Transportation System Stalls City Approval of Hospital

Using the City's traffic model, the traffic analysis revealed that increased congestion and decreased safety would result if future area development, including the new St. Anthony's Hospital, were approved without first making specific improvements to the regional and local transportation system. Needed transportation system improvements identified by the traffic model included modifications to the existing SR 16 / Burnham Drive NW Interchange and widening of the adjacent Canterwood Blvd. NW arterial.

A Solution is Found that Achieves the Goals

A multi-stage solution was found that would achieve the goal of improving the transportation system to allow future development in the North Gig Harbor area, including for the new St. Anthony's Hospital. The coordinated planning and engineering solution included:

- A Comprehensive Plan Amendment modification of the City's Level of Service (LOS) standards

- A concurrent Environmental Impact Statement (EIS) to ensure that the resulting recommended transportation system improvements were consistent with other adopted City and Regional polices

The initial findings of the EIS suggested a replacement Single Point Urban Interchange (SPUI) would be required to accommodate approved and planned growth in North Gig Harbor—**costing more than \$50,000,000**. The cost of the SPUI interchange was well beyond the ability of the City and development community to fund. A more affordable solution had to be found.

The project was developed based upon the 80/20 rule. How could the City maximize the capacity of the existing interchange at the lowest cost? Key project and cost constraints included:

- » **Keeping the existing Burnham Drive NW bridge over SR 16, not widening it**
Result: A major cost reduction
- » **Keeping the existing configuration of the central islands of the two existing roundabouts**
Result: Minimize traffic control requirements
- » **Keeping the same ramp gore points on SR 16**
Result: Minimize time for WSDOT approvals

By designing within these constraints, the project achieved nearly 80% of the traffic improvements provided by a new SPUI at less than 20% of the cost. Additional benefits of the design constraints included:

- » Minimizing traffic impacts to SR 16 during construction
- » Minimizing changes to roundabout operations to drivers who were already familiar with the way the existing roundabouts worked
- » Preserving existing infrastructure investments to the greatest extent possible, and
- » Minimizing and mitigating those environmental impacts—or even improving—the sensitive areas within the project limits

Improved Regional Access

The SR 16 / Burnham Drive NW interchange would serve Gig Harbor's largest retail and commercial center as well as the proposed new hospital. In order for the City to approve the new regional hospital, the transportation project would require modifying the existing SR 16 / Burnham Drive NW interchange with its two roundabout termini to improve its operational capabilities and accommodate future increased traffic volumes (Phase 2 Construction).

The two interchange off-ramps would also need to be widened to eliminate forecasted traffic queuing onto the freeway. This ramp widening would increase vehicular safety.

Modifying the existing ramps and roundabouts without requiring an alteration of the existing SR 16 interchange underpass structure allowed the City to approve the hospital and resulted in an additional 10-15 years of improved Level of Service (LOS) in the area, which met the City's standards at the interchange and allowed development to continue.



Completed SR 16 / Burnham Drive NW Interchange eastbound ramp terminal (left)
westbound ramp terminal (right)—Phase 2 Construction

Improved Local Access

The arterial street adjoining the interchange, Canterwood Blvd. NW would also need to be widened to improve vehicular capacity and increase queue storage leading up to the westbound terminus roundabout (Phase 1 Construction). The widening also provided better pedestrian connectivity with a new illuminated walkway to the hospital. The arterial itself was raised vertically as much as five feet to accommodate a new 6-ft. x 12-ft. concrete box culvert designed to accept a realigned tributary stream. This construction phase of the project also included a 24-inch diameter high-flow-bypass system, which was bored under SR 16 and was designed to significantly reduce the potential closures of Canterwood Blvd. NW and SR 16 due to seasonal flooding by McCormick Creek and its tributaries.



Completed Canterwood Blvd. NW
Phase 1 Construction

A Combined Solution Serves Hospital and Future Development

These collective transportation improvements satisfied the City's requirements for approval of the new St. Anthony's Hospital development with respect to transportation mitigation. While the transportation improvements were implemented in two separate construction phases, their design was developed and environmental documentation prepared as one project.

Project Benefits for the Environment

The transportation improvements themselves resulted in several other environmental mitigation improvements including the creation of new wetland areas, installation of a new fish passable box culvert to a location that had previously been a barrier to fish, and the daylighting of the main stem of McCormick Creek by removing entirely another fish-blocking culvert.



New fish passable concrete box culvert (12' x 6' x 80')
under Canterwood Blvd. NW



New wetland mitigation site (1.79 acres)
east of the SR 16/Burnham Drive NW Interchange

Project Aspects

Transportation Improvement Elements

Completion of the project resulted in several improvements to the transportation system, including:

- » Widening the Burnham Drive NW Eastbound Ramp Terminal single-lane roundabout to a double-lane roundabout
- » Widening the SR 16 Eastbound Off-Ramp to provide approximately 200 linear feet of additional lane storage in order to keep vehicles from queuing from the SR 16 mainline
- » Widening the SR 16 Eastbound On-Ramp to accommodate a dual lane exit from the new double lane Burnham Drive NW roundabout

- » Restriping and incorporating the existing Burnham Drive NW Bridge over SR 16
- » Reconfiguring the six-legged Burnham/Borgen Boulevard Westbound Ramp Terminal roundabout to accommodate widened and reconfigured roadway alignments
- » Adding a right-turn slip lane from the westbound SR 16 Off-Ramp to Burnham Drive southbound
- » Adding a right-turn slip lane from Canterwood Blvd. NW to the westbound SR 16 on-ramp
- » Widening the SR 16 Westbound Off-Ramp to provide approximately 400 linear feet of additional lane storage in order to keep vehicles from queuing from the SR 16 mainline
- » Realigning the SR 16 Westbound On-Ramp to accommodate both the reconfigured exit from the Burnham/Borgen Boulevard roundabout and the new Canterwood Blvd. NW right-turn slip lane
- » Widening Canterwood Blvd. NW for approximately 1,500 feet to accommodate increase vehicular traffic to and from the hospital, provide on-street bicycle lanes, and allow pedestrian travel via a new sidewalk under new illumination for the corridor

Project Improvements for the Environment

The project footprint for the transportation improvements was minimized to the greatest extent possible to reduce the impact upon the environment. The existing interchange, which was most recently modified in 2000, had already used walls to minimize wetland impacts at that time. New walls were needed adjacent to wetland areas and in some cases buried the existing walls to accommodate the revised roadway configuration. Total wetland impacts were reduced to less than 0.5 acres by modifying roadway geometry, constructing new walls up to 26 feet high, and minimizing the roadway cross-section where possible.

The project included several benefits for the environment as mitigation for the impacts of the transportation improvements such as:

- » Creation of 1.29 acres of new wetland areas,
- » Improving fish passage with the installation of a new 6-ft. x 12-ft. fish passable concrete box culvert at a location that had previously been a barrier to fish, and
- » Improving fish passage with the removal of a fish-blocking culvert and restoration of a section of the main stem of McCormick Creek.

Wetland Creation / Mitigation

The sections of adjacent wetland area impacted by this project were limited to less than 0.5 acre. The Nationwide Permit 14 for this project approved by the US Army Corps of Engineers required the City to mitigate the impacts caused by creating a wetland site within the same drainage basin as the project. The City owned no properties in the vicinity of sufficient size to mitigate impacts to wetlands adjacent to the project. The City negotiated with a local developer to acquire land near the project. Contract work involved building a functional wetland on this property near the interchange as mitigation for the impacted area of existing wetland. The total area of the constructed mitigation site is 1.79 acres. This equates to an overall net wetland area increase of 1.29 acres.

Improved Fish Passage in McCormick Creek

Fish passage in McCormick Creek had been blocked by the installation of small drainage culverts and tight-lining of much of the stream in the interchange area. The project included installation of an 80-ft.-long x 6-ft.-high x 12-ft.-wide (interior dimensions) concrete box culvert under the newly elevated Canterwood Blvd. NW and the day-lighting and restoration of several hundred feet of the creek adjacent to the westbound SR 16 on-ramp.

Another section of the McCormick Creek was restored and made fish-passable by removing 32 linear feet of existing culvert, restoring the stream channel and adjacent wetland area to its natural state.



"Rock riffle" pool of the relocated stream

Project Firsts of its Kind

Several elements of the project required unique, first of its kind, design solutions including: expansion of an existing dual roundabout interchange while under traffic, development of the fish passable natural-lined fishway, installation of a large stormwater detention vault, and construction of retaining walls in areas with potentially liquefiable soils.

Retrofitting Roundabouts While Under Traffic

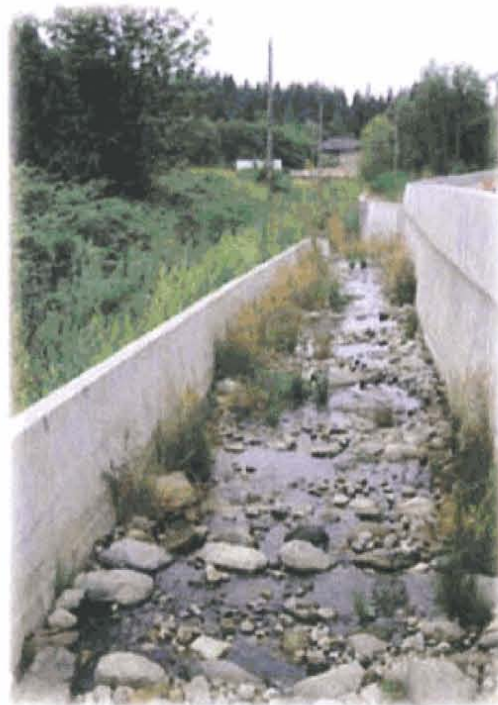
The concept of constructing improvements to an existing interchange area while under traffic is not new in and of itself. However, this project was unique in that it required modifications to two existing roundabouts located at the ramp

terminals of an existing interchange. The eastbound roundabout ramp terminal was widened from a single circulating lane roundabout to a double lane. The more complicated six-legged westbound ramp terminal was widened to modify the circulating, entering and exit lanes, and also added two right-turn slip or bypass lanes. The construction of these two slip lanes required construction of fill retaining walls with heights extending up to 26 feet from the wetland area surfaces along their base.

A primary goal of the project to keep the existing roundabouts in safe operation during the 250 days of construction that would impact every entry and exit of each roundabout. Construction was generally limited to one leg of each roundabout for both the public's and contractor's safety. When accelerated work was necessary proposed safety plans was a critical criterion in approval. The project resulted in new lane assignments at each entry of both roundabouts. The City created a web page with lane use graphics to help educate drivers that would have to use the roundabouts differently than in the past.

Natural Lined Fishway / Stream Relocation

An "out-of-the-box" solution needed to be found to accommodate the 6-ft. x 12-ft. concrete culvert on Canterwood Blvd. NW. The site already contained existing underground utilities—including a gravity sewer, force main sewer, and power,



McCormick Creek natural-lined fishway with "rock riffles" addresses a perched culvert condition

telephone, water, and gas lines. Unless something creative were done, the outfall of this culvert would have perched 2.5 feet above the existing ground—again blocking migrating fish.

A natural lined fishway, which used a “rock riffle” design, created a modified fish passage up to the 2.5-foot perched concrete box culvert. This method typically used for larger rivers, was innovatively adapted by the City’s design consultant, David Evans and Associates, Inc. (DEA), as a smaller-scale design solution to get fish to the doorway of the new fish-passable culvert. Instead of relying on a traditional “step-pool” system of log weirs and pools, which are typically prone to failure and on-going maintenance from sedimentation and avulsion, the rock-riffle is able to provide a durable, long-term, and relatively maintenance-free solution for fish passage.

The WDFW-approved design relies on carefully placed rock bands at 6-foot intervals with smaller rock riffles in between that steadily ramp-up and provide juvenile fish passage at low flows because of voids between the rocks. DEA worked with the Contractor to field-fit each rock to assure conformance with the plans.

Challenging Wall Foundations in Tight Work Spaces

The geotechnical engineering work for the project involved evaluation and design of seven new retaining walls associated with project interchange improvements. At the expanded westbound ramp terminus roundabout, fill walls up to 26-ft.-tall were required to be constructed over potentially liquefiable and compressible soils, and immediately adjacent to sensitive wetland and stream areas. Through rigorous geotechnical engineering analyses by the geotechnical engineer, HWA GeoSciences (HWA), they determined that treating the liquefiable/compressible subgrade soil in place, using displacement rammed aggregate piers (D-RAP), would allow for conventional mechanically stabilized earth (MSE) walls to be constructed. HWA’s innovative approach, compared to more conventional soldier pile and tieback wall construction, ultimately saved the City of Gig Harbor more than \$1M in construction costs.



Widening the SR 16 westbound off-ramp requires construction of a new wall that protects adjacent wetland



Installation of D-RAP foundation in tight spaces for Phase 2 construction

Lessons Learned that may Benefit Other Communities

Stakeholder Input Toward Solutions

Early in 2005, the initial project stakeholders formed an advisory group known as the North Gig Harbor Traffic Operations Committee and worked together to make the promise of a new hospital come true by seeing that the issues surrounding the transportation improvements would be resolved. A key to the City's economic vitality, the SR 16 / Burnham Drive NW interchange, which serves the City's retail and business center, was of vital interest to a variety of stakeholders. The committee included the Mayor of Gig Harbor and other elected members of the City Council, Pierce County Council, and the State Senate and House of Representative, as well as representatives of the Washington State Department of Transportation (WSDOT), Pierce Transit, the Chamber of Commerce, the Franciscan Hospital Health Systems, local business owners, and Gig Harbor citizens.

Project Phasing and Implementation

The City's project required strict adherence to the numerous permit requirements set forth by the various public agencies with jurisdictional authority. These agencies included:

- » Pierce County
- » Washington State Department of Transportation (WSDOT)
- » Federal Highway Administration (FHWA)
- » National Marine Fisheries Service (NMFS)
- » US Fish and Wildlife (USFW)
- » US Army Corps of Engineers (USACE)
- » Washington State Department of Fish and Wildlife (WDFW)
- » Washington State Department of Ecology (DOE)
- » Department of Archaeology and Historic Preservation (DAHP)

The City began development of the proposed transportation improvements as one project with the preliminary design and the environmental documentation. The timeline of the opening of the new St. Anthony's Hospital, and the schedule constraints of the in-water work to occur within the allowable "fish window" established by the WDFW, resulted in the City's decision to divide the project into two separate construction phases.

The two-phase construction approach allowed the City to construct improvements to Canterwood Blvd. NW (Construction Phase 1) before the new hospital was opened for business. The City was able to close the roadway to public access for a period of approximately two months (mid-August to mid-October, 2008) that matched the permit requirements set forth by the WDFW. This closure was done in part to raise the existing roadway which was bordered on either side by wetlands by as much as five feet without the added pressure and safety implications of accommodating public traffic. More specifically

this roadway closure was approved by the City in order to install the new fish-passable box culvert, build a small scale fish ladder to manage a vertical drop of 2.5 feet, and complete stream relocation and restoration tasks during the WDFW-authorized “fish window” working dates of July 15 to September 30 for the McCormick Creek tributary.

Public Outreach

The City hosted nine separate public Open House meetings were held during the design and construction planning stages. On several different occasions City personnel hand-delivered flyers to North Gig Harbor local businesses. Throughout the design and construction of the project, City staff were available to address any public questions or concerns. The City frequently posted progress update notifications to the City’s webpage. The City compiled a comprehensive email distribution list of 156 stakeholders and interested persons. The City regularly—and often times weekly—emailed notices directly to all stakeholders that included interested citizens, property owners, business owners, and key emergency agencies.



Existing Condition - Photo from Bucket Truck



3D Visual Simulation of Future Condition

3D Visual Simulations: “A picture is worth a thousand words.” The City used visualization artists who combined virtual images, CADD drawings, and photos to create conceptual renderings. These graphics were extremely helpful to illustrate the planned changes to the transportation system and were used often for open houses, public involvement materials, and in presentations to elected officials and staff.

Current and Long-Term Value to the Community

Funding Partnerships Secured

In order to complete the project, funding partnerships from various sources were critical. The secured funding sources included:

- » A grant from the Washington State Community Economic Revitalization Board (CERB)—\$5,000,000
- » Funds from Franciscan Health Systems (FHS)—\$10,811,352
- » Pro-rata share monies from local developers—\$194,407

This varied funding package added documentation and reporting requirements to the procedures of managing and administering a typical municipal capital project, but everyone agreed that the funding to make the project move forward was well worth the documentation and reporting.

Project Development Partnerships Involved

Because of the challenges related to a tight critical schedule dictated by the opening of a new hospital, utility upgrades and relocations, material fabrication lead times, environmental permitting issues, and varied funding sources, the coordination and partnering effort required by the City, the State, the contractors, and all other stakeholders is noteworthy.

The City applied extra effort during the design phase by holding bi-weekly coordination meetings with WSDOT, local utility companies, and the designer to incorporate necessary elements into the contract plans and provisions to address the needs of the various agencies. The City also partnered with the local fire department, police agencies with Gig Harbor, Pierce County, and the State, the FHS, local property owners and local business owners as part of the project development.

Improved Operational Safety

The project was designed with safety in mind. Increasing the capacity of the existing roundabout interchange was designed with the primary goal of reducing/eliminating vehicle queues from backing up to the mainline of highway SR 16.

In addition to accommodating an increased volume of traffic at the interchange, this project's goal was to improve the various attributes of each vehicular movement to and from the roundabouts to thus increase overall safety, which is inherent in modern roundabouts. Each leg of the roundabout was designed so that maximum sight distances would be obtained and queue times would be reduced.

The westbound terminus' six-legged roundabout was redesigned specifically to reduce circulating vehicle conflicts and to maximize traffic capacity without changing the central island. The resulting design would change the way people had used the roundabout. The City developed a web page with lane-by-lane colored figures to help educate the public to the new lane assignments. The web site included the roundabout signing installed with the project to help reinforce the modified lane assignments.

Demonstrated Construction Safety

Construction of the project was also done with safety as a guiding principal as well.

- » **The Phase 1 contractor**, Active Construction Inc., developed a site-specific safety plan for the Canterwood Blvd. NW project. The closure improved safety for the public by keeping them out of an intense construction zone and provided safety for the contractor by eliminating traffic and allowing a larger work area for equipment and staging.
- » **The Phase 2 contractor**, Woodworth & Co. (now Miles Resources), also developed a site-specific safety plan for the SR 16 / Burnham Drive NW Interchange Improvements. The key safety priority for Phase 2 was keeping the existing roundabouts in safe operation during 250 days of construction that impacted every entry and exit of each roundabout.

Effective Use of Budget and Resources

Phase 1 Construction and Schedule Management

In order to work within the “fish window” and to accelerate the in-water work that could be done by the contractor, the roadway on Canterwood Blvd. NW was closed to public access for a period of approximately two months (mid-August to mid-October, 2008) that matched the permit requirements set forth by the WDFW.

The coordination of the work done by the contractor with the City and WSDOT allowed the contract work to proceed without any time extensions to the Phase 1 project completion date of February 25, 2009.

Phase 2 Construction Schedule and Management

The SR 16 / Burnham Drive NW interchange serves Gig Harbor’s largest retail and commercial center. The construction of Phase 2 would not allow extended complete roadway closures as was done during Phase 1. Both existing roundabouts would have to remain operational during construction. Existing traffic volumes were already near-capacity of the existing roundabouts. Maintaining continuous flow of traffic was an essential feature of the project design and required constant oversight.

Phase 2 allowed for 220 working days for the physical work to be completed. The coordination of the work done by this contractor, the City and WSDOT, its construction management representatives, allowed the contract to be extended 30 days to account for changed conditions and design changes, resulting in a total contract time of 250 days. Time extensions typically add project cost; however, in this case, the project came in over \$500,000 under budget. The Phase 2 project was completed October 13, 2010.



Phase 2 Ribbon Cutting: SR 16 / Burnham Drive NW Interchange improvements by representatives of the Contractor, City, WSDOT, and Franciscan Health System (hospital funding partner)

PROJECT SITE MAPS

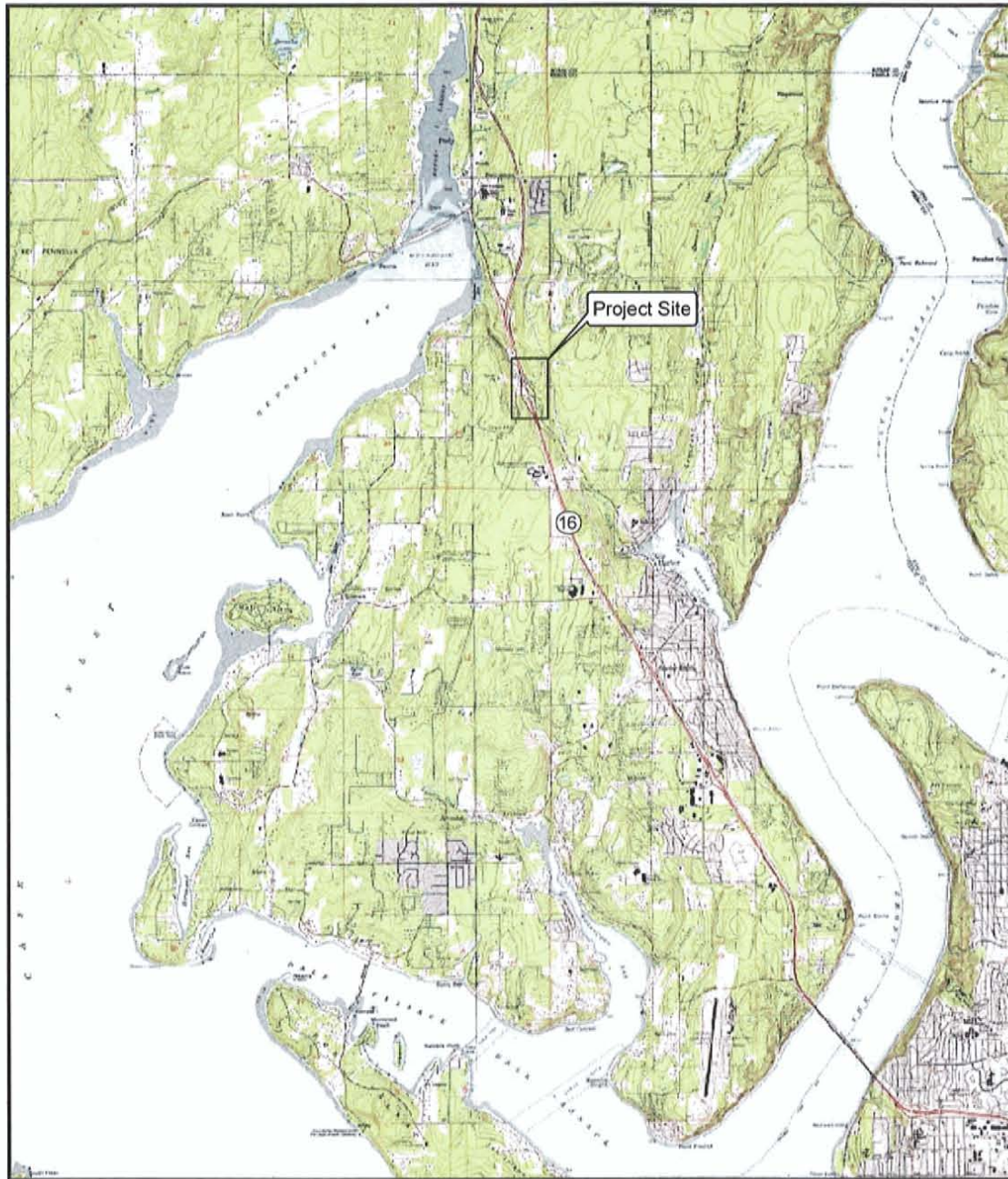
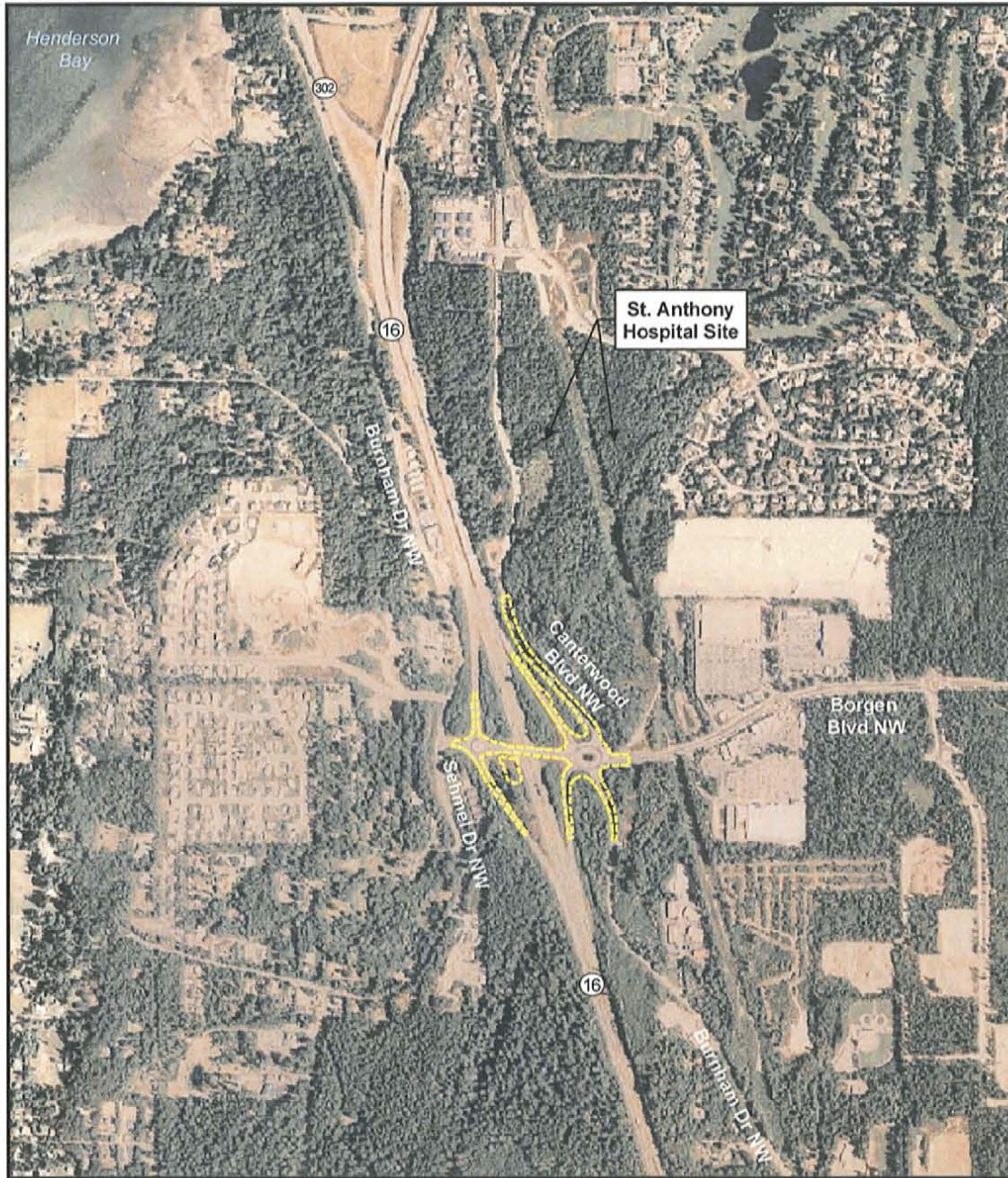


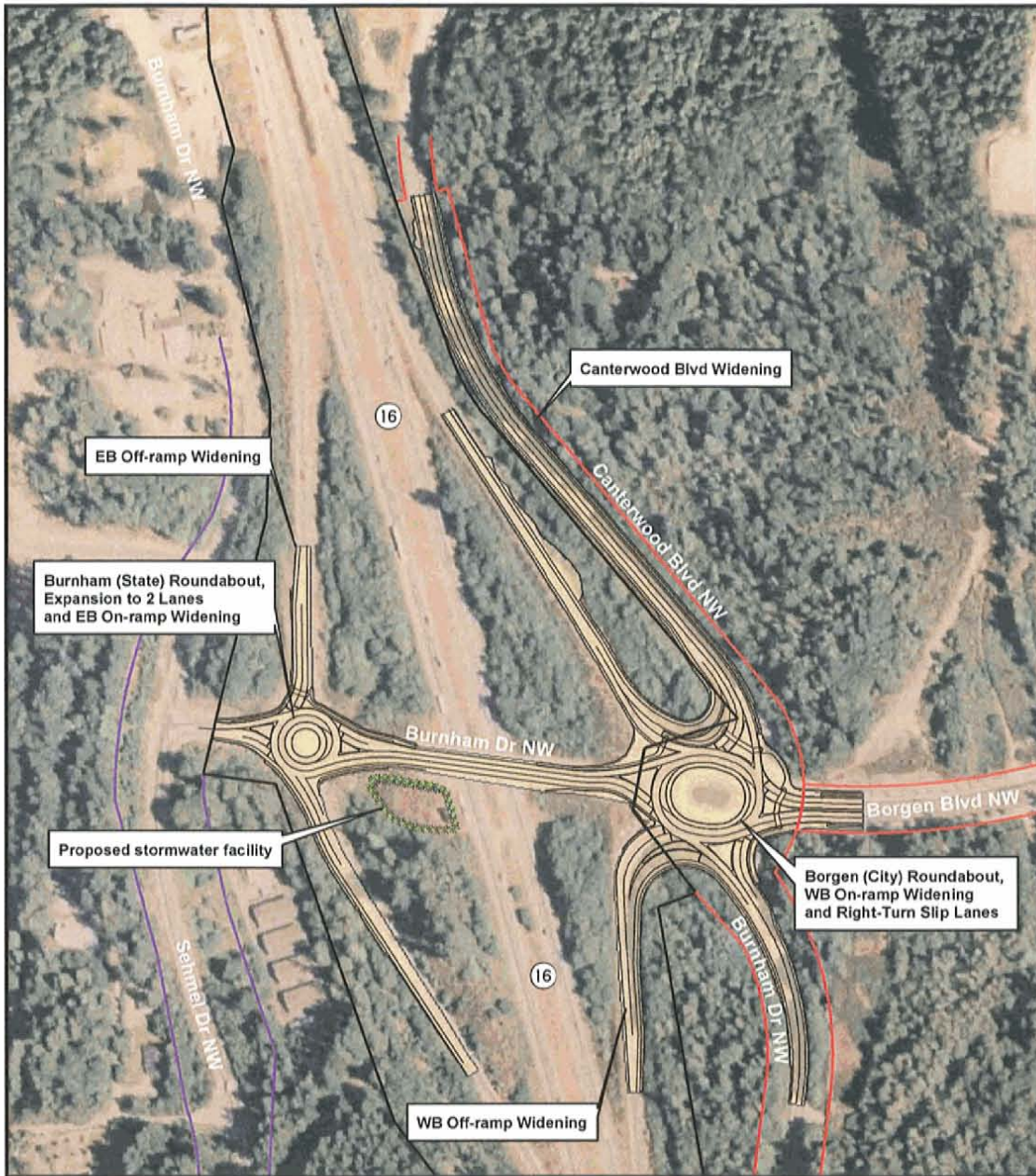
	Exhibit 1: Project Vicinity	
	<i>SR 16/Burnham Drive NW Interchange</i>	
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PROJECT SITE MAPS



<p>--- Project Footprint</p> <p>0 1,000 2,000 Feet</p> <p>File path: P:\COGH0000032\0600\INFO\GIS\Maps\Ex2_PFA_SiteMap.mxd Updated: 8/14/07</p>	Exhibit 2: Project Site	
	<i>SR 16/Burnham Drive NW Interchange</i>	
		COGH0000-0032 August 2007

PROJECT SITE MAPS



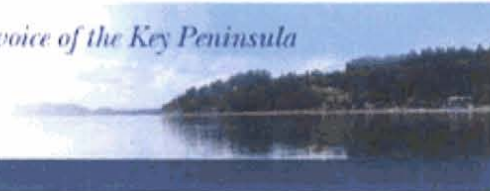
<ul style="list-style-type: none"> Project Footprint Stormwater Facility WSDOT ROW City ROW County ROW 	<p>Exhibit 3: Project Improvements</p> <p>SR 16/Burnham/Borgen Interchange</p>	
<p>0 300 600 Feet</p>		<p>COGH0000-0032</p> <p>June 2008</p>
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The birth of a hospital St. Anthony project breaks ground

By Danna Webster
KP News

Music from the Peninsula High School Jazz band entertained hundreds of guests arriving for the official groundbreaking ceremony for St. Anthony's Hospital on April 26. Heavy equipment continued to roll across the site, as well-wishers and officials gathered to celebrate the occasion. Mistress of Ceremonies Laure Nichols, a Lakebay resident, explained the reason the event was held indoors.

"We don't want to delay a moment of work," she quipped. Nichols was credited as the "get it done" person, and a key leader responsible for the hospital being built in Gig Harbor. She is a senior vice president for strategic planning and business development for the Franciscan Health System and it was her role, as emcee, to recognize the significant contributions of the many supporters from the community, government, and the hospital administration.

Gig Harbor Mayor Chuck Hunter was the first speaker Nichols introduced. "Chuck Hunter worked very hard to assure that this hospital be built, from the first hour of his first day in office," she said. At the microphone, Hunter spread his arms wide and welcomed the crowd to a "great day."

The hospital will open with 80 patient beds in private rooms and can expand that number within its 217,000 square feet of space. The facility will create 450 new family-wage jobs and offer a full range of medical care, including 24-hour emergency services. The hospital will connect to medical offices by a sky bridge. The entire campus is part of the Franciscan



In order to not interrupt the work, dirt from the construction site was brought indoors for the groundbreaking, and later returned outside. *Photo by Danna Webster*

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Gig Harbor's SR16 Burnham Drive Project Set to Start

By Gig Harbor Life Staff

Originally published 04:02 p.m. July 31, 2009
Updated 06:52 p.m. August 7, 2009

GIG HARBOR — The City of Gig Harbor recently awarded the State Route 16/Burnham Drive NW Interchange Improvements construction contract to Woodworth and Company for \$6.4 million.

A formal Notice to Proceed has been issued. The Tacoma-based contractor will begin mobilization of equipment the week of Aug. 3, with the start of construction beginning the week of Aug. 10.

According to a City of Gig Harbor press release, the project is slated to last more than one year, and will be divided in four stages to minimize traffic disruptions.

Improvements include increasing the West SR16/Burnham/Borgen roundabout to two lanes, adding slip lanes from Canterwood Boulevard to the SR16 North on-ramp and from the SR16 North off-ramp to Burnham Drive, as well as adding capacity to both of the SR16 off-ramps.

All the construction will take place on the east side of SR16. The slip lanes will bypass the roundabouts dropping off traffic directly onto Burnham Drive (south of the roundabout) and allow SR16 north traffic to enter (towards Bremerton) from Canterwood Boulevard, without entering the roundabout.

The city is focusing on achieving the best construction sequencing possible to minimize traffic impacts, while minimizing the construction time, the report added.

City of Gig Harbor Project Engineer Marco McGraw said that traffic congestion may be heavy at times while certain work is being done. However, the roundabouts and ramps will remain open most of the time with the exception of occasional lane closures occurring during evening hours for paving operations.

"During the entire construction process we will work to keep all the roads and highway ramps open, and all businesses will be accessible," he added.

The City of Gig Harbor has hosted four public informational meetings to-date.

The next community meeting is set for 4:30 to 6 p.m. Aug. 11 at City Hall. City staff will

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Kitsap Sun

Photo: Emily Story
Read more at kitsapsun.com

City Celebrates Completion of GH North Roundabout Projects

By Charise Glock Jackson (Gig Harbor Life)

Thursday, November 16, 2011

GIG HARBOR — Gig Harbor officials celebrated the completion of the SR16/Burnham/Borgen interchange project at a ribbon cutting ceremony Nov. 5.

The \$16 million project, which included widening Canterwood Boulevard and reconfiguring two roundabouts, was constructed in stages to minimize traffic disruptions according to Rob Karlinsey, Gig Harbor city administrator.

"The first year we worked on upgrading Canterwood, then we did the interchanges the next year," Karlinsey said.

Funding for the project came from several sources.

St. Anthony Hospital paid about 80 percent of the costs — roughly \$11 million. A 2007 grant from the state's Community and Economic Revitalization Board (CERB) provided \$5 million.

The balance was funded by other business sources including Quadrant Homes, creators of The Ridge, a residential development on Borgen Boulevard, that will eventually include 125 homes.

"The hospital agreed to funding the lion's share of the project in order to get permission to build there," Karlinsey said.

Julie Tappero, owner of Gig Harbor-based West Sound Workforce and a CERB board member, said the grant money came from a fund designated specifically for rebuilding infrastructure that results in job growth throughout the state.

"I was delighted that this Gig Harbor project was chosen to receive a grant. It was a very competitive process; we looked at projects all across Washington," she said.

In spite of its complexity, the project came in under budget by about \$750,000.

"We don't usually manage freeway interchange projects," Karlinsey said. "And there were a lot of things to consider — retaining walls and critical areas like McCormick Creek.

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Borgen interchange project finishes on time, under budget

JEANINE STEWART

ARTICLE PHOTO: GIG HARBOR PUBLIC WORKS DEPARTMENT

Drivers can bid farewell to construction on the Borgen Boulevard interchange. Gig Harbor's improvements to the area were completed Oct. 13, marking the end of a three-year project with successes on several fronts.

The project was finished on time and an estimated \$250,000 under budget, City Engineer Stephen Misiurak said, and it also marked a political win when state Reps. Pat Lantz and Larry Seaquist and state Sen. Derek Kimmer helped obtain a \$5 million grant from the state's Community & Economic Revitalization Board to make the project possible.

St. Anthony Hospital also helped by paying for more than \$10 million for the roughly \$15.3 million project.

"It was a great team effort, with many individuals chipping in," Misiurak said.

The project was completed in two phases. The first focused on improvements to Canterwood Boulevard, and the second on the Burnham Drive-Borgen Boulevard-state Route 16 improvements.

Expanding the roundabout became particularly important when St. Anthony — with 500 employees and medical vehicles with a need for easy access — moved in a year ago. The project also enables the interchange to accommodate increases in traffic from properties in the area that are expected to be developed, Misiurak said.

The project has increased capacity of the roundabout on the west side of westbound SR 16 near Sehmel Drive. The contractor, Woodworth and Company, added a lane to the roundabout.

Jacque Goodwill, marketing manager for St. Anthony Hospital, said she loves the increased breathing room.

"There's just not that pressure to find an easy way to merge," Goodwill said, "and when you're a mom, and you're multi-tasking in life, and you're leaving work and needing to pick up your son's prescription at Target, you've been given a little bit more space for merging. It is really much safer."

The project also added a slip lane from Canterwood Boulevard to the westbound SR 16 on-ramp, which allows vehicles to bypass the large roundabout and "slip" onto the highway toward Bremerton.

"Employees love the new slip lane," Goodwin said, citing recent feedback from a few hospital employees.

The project also added a slip lane to the westbound SR 16 off-ramp to Burnham Drive, allowing vehicles to bypass the large roundabout when they exit SR 16 and go straight to Burnham.

And the project added another lane to both SR 16 off-ramps, which provide access to the Borgen Boulevard area from Bremerton and Tacoma.

At the ribbon cutting last Friday, Gig Harbor Mayor Chuck Hunter attributed the success to teamwork.

"This was a highly complex project consisting of unique, cost-effective wall foundations that resulted in the project you see today," Hunter said. "This project is a testament to the partnership established between the

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ALL LOCAL NEWS

GIG HARBOR'S OWN ST. ANTHONY HOSPITAL OPENS ON ST. PATRICK'S DAY

By Scott Turner

Published Thursday, March 12, 2009



Like a comforting blanket, when St. Anthony Hospital opens next week, many residents will probably sleep better knowing they have a doctor in their own back yard.

Opening March 17, the 80-bed care center towering above Canterwood Boulevard and State Route 16 will be ready to serve the folks of Gig Harbor and beyond.

With state-of-the-art technologies integrated into a full range of comprehensive services, administrators of this Catholic Health Initiatives, Franciscan Health System facility said their goal is to make customer service, priority one.

Since construction started in April 2007, talk of this modern \$160 million hospital has spread from circling around town, to a national search of employees, nearly filling all of its 450 jobs — just days before the grand opening.

With a beaming new building and strategically built in one of region's most beautiful cities, St. Anthony may soon become the envy of all area health care professional institutions.

Inside, the 260,000-square-foot hospital is just about every medical care department, lab and advanced imaging services offered.

St. Anthony's 24-hour-a-day Emergency Department (ED), is shaping up to be one of the most innovative and patient-friendly care units on the West Coast.

During a recent tour of the large 19-room ward, the ED was buzzing with activity.

Some staffers were participating in a mass casualty drill while others talked strategy in groups and testing their life-saving equipment dotting the spotless halls and tidy rooms.