

Gig Harbor City Council Meeting

**July 14, 2003
7:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
July 14, 2003 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARINGS: Annual Comprehensive Plan Amendments.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of June 23, 2003.
2. Correspondence / Proclamations: Letter from Geoffrey Moore.
3. Purchase Authorization for Bathroom Shelter for Donkey Creek Park.
4. Burnham Drive Sidewalk - Contract Authorization.
5. Liquor License Application: Gig Harbor Texaco; Gig Harbor Farmer's Market Association (2 applications).
6. Approval of Payment of Bills for July 14, 2003.
Checks #40525 through #40635 in the amount of \$183,340.33.
7. Approval of Payroll for the Month of June.
Checks #2601 through #2663 and direct deposit entries in the amount of \$243,258.68.

OLD BUSINESS:

1. Bogue Volunteer Center.
2. Reconsideration of the Roby / Campen Comp Plan Amendment.
3. Second Reading of Ordinance – Accepting a Donation from Evie and Gene Lynn for Purchase of an Original Oil Painting.

NEW BUSINESS:

1. First Reading of Ordinance – Annual Comprehensive Plan Amendments.
2. First Reading of Ordinance – Uddenberg Property Rezone – REZ 03-01.
3. Purchase Authorization - Pump-out Station for Jerisich Dock.
4. Resolution – Surplus Equipment, GHPD.
5. City Hall Purchase and Sale Agreement.

STAFF REPORTS:

1. GHPD – June Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

Transportation Challenges; Maritime Solutions

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JUNE 23, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:05 p.m.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of June 9, 2003.
2. Roundabout Feasibility Study – Consultant Services Contract.
3. Liquor License Renewals: The Keeping Room; Harbor Rock Café; Hunan Garden; Kinza Teriyaki; Spiro's Bella Notte' Pizza.
4. Liquor License Application: Tokyo Teriyaki.
5. Approval of Payment of Bills for June 23, 2003.

Checks #40409 through #40524 in the amount of \$204,067.52.

Mayor Wilbert commented on the intersection of Stinson and Harborview, explaining that at the time it was designed, it was determined that a roundabout wouldn't work due to the slope.

MOTION: Move to approve the consent agenda as presented.
Picinich / Ruffo – unanimously approved.

OLD BUSINESS:

1. Notice of Intention to Commence Annexation Proceedings – Hazen Request (ANX 03-02). Community Development Director John Vodopich presented information for this proposed annexation, which lies east of Soundview Drive and north of 64th adjacent to the existing City limits. He advised Council of the required process, adding that no significant comments had been received from any agency, including the Pierce County Boundary Review Board, on the proposed annexation.

John called attention to an objective of the Boundary Review Board to prevent abnormally irregular boundaries, recommending that five additional parcels be added along the eastern boundary to prevent square up the area, increasing the total annexation to 11.03 acres. He further explained that the pre-annexation zoning for the area is R-1, which he proposed to remain the same. He answered Council's questions regarding the proposed annexation.

Linda Hazen – 2811 64th St. NW. Ms. Hazen said that she and her husband have lived on the property for eleven years, and recently began the process to short-plat and build on the site. When they discovered that they would have to go through the City of Gig Harbor for building permit approval as well as Pierce County, and that it would be

necessary to hook up to city sewer, they decided to explore annexation. She explained that they have full support of the other property owners in the original proposal, other than one neighbor living in Korea who they were unable to contact. She answered questions regarding the ownership of the streets in the annexation, which are private.

John addressed questions about the modified legal description and the need for it to come back for approval.

Councilmember Dick asked if the other property owners had been contacted about inclusion in the annexation. Ms. Hazen said that she has contacted them.

MOTION: Move to accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex the subject property, subject to the three conditions outlined by staff.
Ruffo / Owel – six voted in favor. Councilmember Franich voted no.

2. Requested Amendment to the Pierce County Comprehensive Plan. John Vodopich explained that Council had requested further information on the proposed amendments at the last meeting. He said that he had contacted the applicants and included the additional information in the Staff Memo. He said that he also has included a draft letter to Pierce County for consideration.

Paul Miller – 917 Pacific Avenue, Tacoma. Mr. Miller said that there are distinctions between his four parcels and the Roby/Campen property, and suggested that they be considered separately. He explained that the only access to his four parcels is through an Employment Center District, creating a conflict in use if the property is left as a Rural-5 or Reserve-5 designation. He further explained that the property had been included in the UGA until amendments were made to the Comprehensive Plan, and was part of an annexation process that had been halted due to the recent state ruling. He requested that Council continue to recommend that the properties be brought back in with the surrounding Employment Center District.

Geoff Moore – representing the Campen / Roby Families. Mr. Moore used maps to illustrate his client's property, which is located just north of the Miller site. He described the property and the plan for dividing the property into two zones, with the western portion to remain residential and the eastern portion to be developed similarly to the adjacent Employment Center. He said that they were too late to join in the Scannell Annexation effort, but have continued to plan for the property. He said that wetlands mapping has shown that 15% of the property is wetland, leaving over 30 acres of developable ground. He continued to describe the process they have taken to amend their application with Pierce County, adding that they would like to be included in the UGA and to develop the property with Employment Center zoning.

Councilmember Ruffo asked for clarification from John Vodopich regarding the staff recommendation to treat the Miller and the Campen / Roby applications similar. John explained that because the environmental conditions and the buildable lands issues apply to both properties, he recommended that they be treated similarly.

Councilmember Ruffo suggested that the letter to Pierce County be amended to include both properties as E.C.

Councilmember Franich asked John if the city has an overabundance of residential or business park property. John said that the September 2002 Buildable Lands Report showed an excessive amount of land designated as employment center and insufficient residential land for the 20-year population projection. He added that this figure is being amended, brining these figures down.

Mark Hoppen pointed out that this estimation is based solely on the population located within the UGA and doesn't take into account the captive population on the Gig Harbor Peninsula, making it an unrealistic estimate.

MOTION: Move that we modify the letter so that the last paragraph would read that we include both properties in the E.C.
Ruffo / Owel –

Helen Nupp, 9229 66th Ave NW, Gig Harbor WA 98332 – Ms. Nupp stated that she had not changed her opinion from the June 9th meeting. She said that she and her husband have lived on the Roby property for 30 years and have worked hard to preserve the property. She continued to explain that in 1996 the property was being proposed for a conservation easement, adding that the property holds a wonderful second growth forest and lies on three separate watersheds, which hold cutthroat trout. She concluded that inclusion of this property in the UGA is not warranted at this time.

Councilmember Franich voiced concerns with the Tacoma Narrows Airport amendment, and thanked Councilmember Dick for sharing information with him regarding this proposal.

Mark Hoppen introduced Mike Krueger, Pierce County Planning, and asked him to address questions on the Tacoma Narrows Airport amendment.

Mr. Krueger gave an overview of the appeal filed with the Growth Management Board regarding the regulations to implement the Gig Harbor Community Plan, which provides a outline of an agreement between the county Executive and the Mayor of Tacoma regarding the way the development will occur at the airport and how the permitting process will occur. He said that Tacoma has concluded that they are no longer in favor of this agreement.

He explained that the City of Tacoma has also filed a plan amendment that would modify the language in the community plan on what could occur at that location. He said that the existing, adopted plan would prohibit any development north of Stone Road other than for runway safety measures, and that Tacoma feels that this is in violation of the grant obligation from the FAA Grant. Tacoma would like to pursue other types of aviation and non-aviation related development in that area. He continued to explain that Pierce County has concerns with this in regards to the Growth Management Act, and

that this issue is currently in negotiation between Pierce County and Tacoma. He stressed that Pierce County is trying to hold with the agreement developed by Gig Harbor area residents. He answered Council's questions regarding the projected outcome, commenting that the Community Plan had received support from the City of Tacoma at the time of adoption, and based upon other Hearing's Board decisions, you can't appeal the regulations that implement a plan if the plan was deemed valid.

Councilmembers thanked Mr. Krueger for his comments and agreed that the language in the proposed letter to Pierce County regarding the Tacoma Narrows Airport was sufficient.

Councilmember Young then made a motion to consider the different parts of the letter separately.

MOTION: Move to consider each of the issues in the letter separately.
Young / Ruffo –

Councilmember Young explained that his reasoning for the motion is that although the Miller and Roby / Campen properties are adjacent, they have separate issues. He stressed that two terrible planning issues had been discussed tonight; one, that straight lines are good; and two, the idea that because two properties are adjacent they are identical. He said that these ideas are what have created the current sprawl. He further explained that the access point to the Miller property is an important issue and residents should not have to access their property through an industrial zone.

Councilmember Young continued to say that he was concerned with the idea that there is too much of a certain type of property in Gig Harbor, explaining that many of these statements have been disproved. He said that the Council should decide what is best for the community, stressing that it is an issue of what best fits. He said that he didn't know much about the Roby / Campen property, and although it makes sense for it to belong to the UGA, he wasn't convinced that the E.D. zoning makes sense.

There was further discussion on the meaning of the motion made by Councilmember Young. Councilmember Ruffo withdrew his second as he said that he didn't understand the intent of the motion.

MOTION: Move to consider each of the issues in the letter separately.
Young / Owel – unanimously approved.

MOTION: Move to approve the paragraph regarding T-18 Tacoma Narrows Airport and M-9 City of Tacoma as written.
Picinich / Ruffo – unanimously approved.

MOTION: Move to approve the staff recommendation regarding U-11 Watland.
Young / Ruffo – unanimously approved.

MOTION: Move to accept the recommendation for the U-12 Miller Property.
Ruffo / Picinich –

John Vodopich asked for clarification on the language for the letter and it was suggested to use the language from the February 11th letter recommending approval of the Miller property. This was agreed upon and the motion restated as such.

AMENDED MOTION: Move to accept the recommendation for inclusion of the U-12 Miller Property.
Picinich / Ruffo – a roll call vote was taken.

Ekberg – no; Young – yes; Franich – no; Owel – yes; Dick – yes; Picinich – yes; Ruffo – yes. The motion passed five to two.

MOTION: Move to deny the U-13 Roby / Campen application.
Picinich / Franich –

Councilmember Young asked for clarification for the denial. Councilmember Franich said that he believed that the Buildable Lands Survey should be considered and that it was premature to zone this property as E.C.

There was continued discussion regarding the existing zoning adjacent to this property, which is E.D. Councilmember Ruffo said that based upon the staff's recommendation, the Roby / Campen property should be treated the same as the Miller property.

Councilmember Dick explained that access to the Roby / Campen property off Bujacich would not require them to suffer the indignity of having to travel through an E.C. district. John Vodopich answered questions about the zoning adjacent to the property.

Councilmember Young said now that he had been made aware of the adjacent zoning, it could be argued that both properties should be treated the same, as the access off Bujacich is also "industrial" in nature.

Councilmember Ekberg said that he agreed with staff that these properties should be treated the same, and further explained that there isn't the need to take residential land from the county and move it into the city as Employment District, which is why he voted as he did on the Miller property, and would vote favorably on the current motion to deny.

RESTATED MOTION: Move to deny the U-13 Roby / Campen application.
Picinich / Franich –

Ekberg – yes; Young – no; Franich – yes; Owel – no; Dick – yes; Picinich – yes; Ruffo – no. The motion passed, four to three.

NEW BUSINESS:

1. First Reading of Ordinance – Accepting a Donation from Evie and Gene Lynn for Purchase of an Original Oil Painting. Mark Hoppen explained that Mr. and Mrs. Lynn had donated \$1200 for the purchase of a painting to hang in the Civic Center. Mayor Wilbert asked for clarification of the requirement for acceptance of gifts, and was advised that any gift to an employee on behalf of the city of nominal value would require this to be done by ordinance to avoid an audit finding. This will return for a second reading at the next meeting.

2. Notice of Intention to Commence Annexation Proceedings – North Donkey Creek (ANX 03-03). John Vodopich presented this annexation effort located off Burnham Drive across from the Sportsman Club. He recommended a date of July 28th to meet with the applicants and answered questions regarding location and zoning.

MOTION: Move to set a date of July 28th to meet with the initiating parties for this Annexation 03-03.
Franich / Young – unanimously approved.

3. Resolution Fixing a Time and Date for a Hearing on the Final Assessment Roll for Local Improvement District No. 99-1. David Rodenbach, Finance Director, explained that this resolution would set a date of July 28, 2003 for the hearing on the Final Assessment Roll for LID No. 99-1. He explained that Bond Counsel would be present at that meeting to answer questions.

MOTION: Move to adopt Resolution No. 610 setting a date of July 28, 2003 for the hearing.
Young / Ruffo – unanimously approved.

4. Proposed Kayak Dock – Consultant Services Contract. John Vodopich explained that \$15,000 had been budgeted for a kayak dock and timed restroom locks at Jerisich Park. He said that the timelocks have been installed at a cost of \$1,450; the cost of the float has risen to \$18,280; and the Department of Fish and Wildlife is now requiring a submerged vegetation survey, which will cost an additional \$4200.

John said that a need to re-roof the Skansie Netshed and the Wilkinson Farmhouse has been identified, and due to the increase in costs to install a float, he made a recommendation to defer the remaining funds to be used to re-roof the two structures.

Mayor Wilbert commented that the kayakers present a fine recreational opportunity and the bay is a good place for this sport. She added that she has a Contingency Fund that she would be willing to contribute for the vegetation survey, if Council so wished.

Councilmember Franich said that he supports the staff recommendation, as the roofing issues are critical. He added that the kayaks are currently able to launch into the bay. Councilmember Ekberg agreed.

MOTION: Move we defer the construction of the kayak float and transfer the funds to re-roof the Skansie Netshed and the Wilkinson Farmhouse.
Ruffo / Owel – unanimously approved.

STAFF REPORTS:

1. GHPD – May Stats. No verbal report given.

PUBLIC COMMENT:

Jack Bujacich – 3606 Ross Avenue. Mr. Bujacich suggested that the Council review the tape of the meeting, as there was a motion on the floor to accept the staff recommendation to consider the two parcels the same (referring to the Miller and Roby / Campen properties.) He said that the second motion by Councilmember Young had been acted upon, leaving the original motion on the table without a vote.

Councilmembers agreed that this was correct, and Councilmember Young explained that a motion to divide a motion is allowed, and apologized if he had done it improperly.

Mr. Bujacich said that he had walked the entire Roby / Campen property, and that he believes that five-acre parcels aren't suitable. He explained that if they need to be hooked to sewer and water, the assessment for a five-acre parcel wouldn't be feasible. He asked Council to reconsider their decision.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Franich apologized for coming late to the meeting and asked about the Roundabout Feasibility Study on the Consent Agenda. He asked if grading issues at this intersection would be considered. Mark Hoppen explained that this is one of the major aspects of the project along with the assessment of utilities and the need to acquire additional property to install a roundabout. The merits of other options for the intersection were discussed.

Mayor Wilbert described a seminar program by Dr. Kevin Gilmartin on Domestic Violence. She said that she was donating the book, Emotional Survival for Law Enforcement, A Guide for Officers and their Families to the staff for review.

Mayor Wilbert asked for input on a date for the yearly Council Retreat. Members will contact the City Clerk with available dates.

The Mayor then gave an update on the progress of the Bogue Building Volunteer Center, adding that Mark would give a more detailed report at the next meeting. She continued shared a letter asking her to be a co-sponsor to the Maritime Floating Forum to talk about water-taxis in Puget Sound. She said that she and Mark had met with Tom Jones, who was hired by the Port of Tacoma to review this information.

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

MOTION: Move to adjourn to Executive Session for approximately ten minutes to discuss property acquisition and pending litigation at 8:45 p.m.
Ruffo / Franich - unanimously approved.

MOTION: Move to return to regular session at 9:00 p.m.
Ruffo / Dick - unanimously approved.

MOTION: Move to authorize the approval of the purchase and sale agreement with the Hific Six Associates for \$758,000.00.
Dick / Picinich – six voted in favor. Councilmember Franich voted no.

ADJOURN:

MOTION: Move to adjourn at 9:00 p.m.
Ekberg / Franich - six voted in favor. Councilmember Owel voted no.

CD recorder utilized:
Disc #1 Tracks 1 – 12
Disc #2 Tracks 1 - 4

Gretchen Wilbert, Mayor

Molly Towslee, City Clerk

GVM INC.

July 9, 2003

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

Re: Roby & Campens, (PA-U 13)

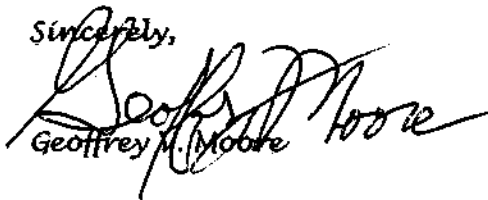
Dear Honorable Mayor and Council Members,

I am writing on behalf of the Campens and Mrs. Roby to respectfully request you reconsider your decision to recommend denial of their map amendment request, U-13. The request is based upon four issues.

The first is procedural and centers on the initial motion made by Councilman Ruffo, properly seconded by Councilperson Owel and not acted upon or withdrawn. The second is the decision now leaves the City with an irregular boundary which was not recommended by the staff. Further this leaves the petitioners property surrounded on three sides with Employment Center zones and access to the property going through that zone as does the property to the south. Third the Gig Harbor Employment Center Annexation notice of intent to annex has been filed which if approved would move the City limits boundary to our eastern boundary. However annexation to the City would be impossible due to the fact we would not be included in your Urban area as the property to the south would be. Finally if reconsideration is not granted now further consideration would be delayed for at least three years as the County's amendment process is now based on a two year filing period with one additional year for processing.

The Petitioners pray you reconsider their request and recommend approval of the amendment and Employment Center zone to Pierce County.

Sincerely,


Geoffrey M. Moore



FAX: 253-858-7466



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION - BATHROOM SHELTER FOR
DONKEY CREEK PARK
DATE: JULY 14, 2003

INTRODUCTION/BACKGROUND

An identified Park Objective in the 2003 Budget was the purchase and installation of a shelter and bathroom facility at Donkey Creek Park.

Price quotations for the shelter (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 593). The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u>
Cascade Recreation	\$ 12,984.00
R & R Construction Inc.	\$ 13,886.00
Playscapes Northwest	\$ 20,352.00

The lowest price quotation received was from Cascade Recreation in the amount of \$12,984.00, not including Washington state sales tax.

The attachment depicts the type of shelter that would be purchased with the exception that the roof pitch would be 6:12 rather than 3:12 as required by the Design Manual. City crews will roof the shelter with a shake roofing materials.

Work is expected to begin following delivery of the material in mid-September.

ISSUES/FISCAL IMPACT

Budgeted funds are available in the Park Fund Objective No. 11 for purchase of the materials. City crews will assemble the shelter and construct the bathroom facility.

RECOMMENDATION

I recommend that Council authorize purchase of the restroom facility at Donkey Creek Park from Cascade Recreation as the lowest vendor, for their price quotation proposal amount of twelve thousand nine hundred eighty four dollars and zero cents (\$12,984.00).



Park Shelters - Pavilions - Bridges
Legacy Shelters, Inc.

Columbia, Missouri, Phone: 661-157-9334 FAX: 661-157-9335

Manufacturing Quality. Service and Value.

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Wooden Shelters

- WOODEN RECTANGLE BEAM
- WOODEN RECTANGLE COLUMN
- WOODEN RECTANGLE COLUMN WITH ROOF
- WOODEN RECTANGLE COLUMN WITH ROOF AND FASCIA
- WOODEN RECTANGLE COLUMN WITH ROOF AND FASCIA AND SHINGLES

Steel Shelters

- STEEL RECTANGLE BEAM
- STEEL RECTANGLE COLUMN
- STEEL RECTANGLE COLUMN WITH ROOF
- STEEL RECTANGLE COLUMN WITH ROOF AND FASCIA
- STEEL RECTANGLE COLUMN WITH ROOF AND FASCIA AND SHINGLES

Wooden Bridges

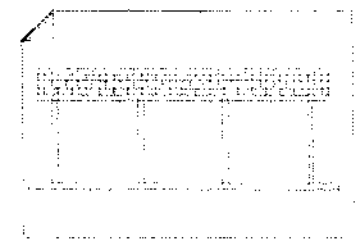
- WOODEN BRIDGE

Contact Us



more photos

**"WRB"
Wood Rectangle Beam**



Characteristics:

- Columns: Treated Laminated Pine.
- Beams: Laminated Pine.
- Structural Steel Connectors.
- 3:12 Roof Pitch, 2' Overhang.
- Roof Decking: 2 x 6 T & G Pine.
- Fascia: 2 x 6 Treated Pine.
- Shingle Package:
15lb. Felt, Drip Edge, Fasteners,
25 year Fiberglass Shingles.

Options:

- Base Shoes & Anchor Bolts
- Steel Columns, Enamel or Powder Coat
- 6:12 Roof Pitch
- Cedar Roof Decking
- Cedar Fascia
- Railings, Benches.
- Shingle Upgrade
- Ribbed or Standing Seam Metal Roof
24 or 26 Ga.
- Cupola
- Enclosed Areas For:
Restrooms, Concessions
Storage and/or Offices
- Engineers Stamp

Printable Version

Standard roof sizes:

16' x 18'*	20' x 20'	24' x 28'	30' x 36'
16' x 20'	20' x 28'	24' x 36'	30' x 44'
16' x 26**	20' x 36'	24' x 44'	30' x 52'
16' x 28'	20' x 44'	24' x 52'	30' x 60'
16' x 34**	20' x 52'	24' x 60'	30' x 68'

* Denotes 1' Overhang

All Shelters:

- Are Designed for 30 PSF Live Load and
20 PSF Wind Load.
- Are Available in Custom Sizes.





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COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
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TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: BURNHAM DRIVE SIDEWALK
- CONTRACT AUTHORIZATION
DATE: JULY 14, 2003

INTRODUCTION/BACKGROUND

The 2003 budget provides for the construction of a sidewalk on one side of Burnham Drive. This contract is for the installation of the sidewalk portion of the project. Potential contractors were contacted in accordance with the City's Small Works Roster process (Resolution No. 592). Four contractors responded with the following price quotations:

Concrete Services, Inc.	\$ 14,054.49
Caliber Concrete Construction Inc.	\$ 18,520.00
Guttormsen Bros.	\$ 18,750.00
DNA Concrete Construction L.L.C.	\$ 36,197.75

Based on the price quotations received, the lowest price quotation was from Concrete Services, Inc. in the amount of fourteen thousand fifty-four dollars and forty-nine cents (\$14,054.49) including state sales tax.

It is anticipated that the work will be completed within two weeks after contract award.

FISCAL CONSIDERATIONS

This work is within the \$40,000.00 that was anticipated in the adopted 2003 Budget, identified under the Street Operating, Objective No. 6 of which \$6,750.00 has already been expended on curbs and gutters.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the sidewalk on Burnham Drive to Concrete Services, Inc. as the lowest responsible respondent, for their bid quotation amount of fourteen thousand fifty-four dollars and forty-nine cents (\$14,054.49), including state sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND CONCRETE SERVICES, INC.**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Concrete Services, Inc., a Washington corporation, located and doing business at 6423 Pacific Highway East, Fife, WA 98424, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work described in Exhibit A and the Contractor agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to install the sidewalk on Burnham Drive. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of twelve thousand nine hundred sixty-five dollars and forty cents (\$12,965.40), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor 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 - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor 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 subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees,

representatives and subcontractors 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 Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before July 31, 2003. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification, which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

VIII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national

origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

IX. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, 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 Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

X. Insurance.

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

D. The City of Gig Harbor shall be named as an additional insured on the Contractor'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 Contractor's insurance policies.

- E. It is the intent of this contract for the Contractor's insurance to 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 in respect to the City. Additionally, the Contractor'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 Contractor 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 Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

XII. City's Right of Supervision. Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XIII. Work Performed at the Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the

Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Concrete Services, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

XV. 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 Contractor.

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

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

XVIII. 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.


XIX. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provisions' true intent or meaning. The City 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 Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

CONCRETE SERVICES, INC.

THE CITY OF GIG HARBOR

By: 

Its President

By: _____
Its Mayor

Notices should be sent to:

Concrete Services, Inc.
Attn: Daniel Wilson
6423 Pacific Highway East
Fife, Washington 98424
(253) 941-0630

City of Gig Harbor
Attn: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____

CONCRETE SERVICES, INC

6423 Pacific Highway East

Fife, WA 98424

phone (253) 941-0630 fax (253) 941-0660

07/08/03

City of Gig Harbor
Public Works Department
fx: 253-853-7597

RE: Burnham Drive Sidewalk Project
Attention: Sonia Billingsley

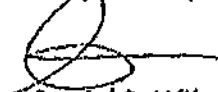
Quote to form, place, and finish approximately 6057 SF City PCC flatwork at unit pricing.

Approximately 5,355 SF 4" Sidewalk @ 2.10/SF	11,245.50
Approximately 702 SF 6" Sidewalk @ 2.45/SF	<u>1,719.90</u>
	12,965.40
8.4% tax	<u>1,089.09</u>
Total	14,054.49

Includes: Traffic Control, labor, materials, 4 work days

Excludes: Sub-grade, back fill

Respectfully,


Daniel D Wilson
President

NOTICE OF LIQUOR LICENSE APPLICATION

0

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 6/30/03

TO: CITY OF GIG HARBOR
RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 600-182-348-001-0001

License: 365485 - 1J County: 27

Tradename: GIG HARBOR TEXACO

Loc Addr: 7101 PIONEER WAY
GIG HARBOR

WA 98335

Mail Addr: PO BOX 1490

GIG HARBOR

WA 98335-1490

Phone No: 206-851-2102 EDWARD STONE

APPLICANTS:

GRANITE SERVICE, INC.

STONE, EDWARD LEE

1957-10-08 538-62-8730

Privileges Applied For:
GROCERY STORE - BEER/WINE

RECEIVED
JUL 03 2003
BY:

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.

- 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.

YES NO
[] []
[] []
[] []

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

NOTICE OF LIQUOR LICENSE APPLICATION

0

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

RECEIVED

JUN 25 2003

DATE: 6/20/03

CITY OF GIG HARBOR

TO: CITY OF GIG HARBOR
RE: NEW APPLICATION

UBI: 601-395-723-001-0001

License: 085415 - 6A County: 27
Tradename: GIG HARBOR FARMERS MARKET ASSOCIATION
Loc Addr: 3500 HUNT ST
GIG HARBOR WA 98335

APPLICANTS:
GIG HARBOR FARMERS MARKET ASSOCIATION

Mail Addr: PO BOX 1142
GIG HARBOR WA 98335-1142

Phone No.: 253-884-9672

Privileges Applied For:
FARMERS MARKET FOR BEER/WINE

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.

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

NOTICE OF LIQUOR LICENSE APPLICATION

0

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

RECEIVED

JUN 25 2003

DATE: 6/20/03

TO: CITY OF GIG HARBOR
RE: NEW APPLICATION

CITY OF GIG HARBOR

UBI: 601-395-723-001-0002

License: 085416 - 6A County: 27
Tradename: GIG HARBOR FARMERS MARKET ASSOCIATION
Loc Addr: BONNEVILLE GARDENS
GIG HARBOR WA 98335

APPLICANTS:
GIG HARBOR FARMERS MARKET ASSOCIATION

Mail Addr: PO BOX 1142
GIG HARBOR WA 98335

Phone No.: 253-884-9672

Privileges Applied For:
FARMERS MARKET FOR BEER/WINE

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.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 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



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: BOGUE VOLUNTEER CENTER
DATE: JULY 8, 2003

INFORMATION/BACKGROUND

The Gig Harbor Lions Club, has for some time, been urging the City of Gig Harbor to dedicate the vacated Planning Building to community use rather than sell it. The Lions Club is interested in this building since the club led the fund raising that financed it and participated in construction of the building which housed the first Gig Harbor Library that later became the City Planning and Building Department. Dr. and Ruth Bogue donated the property on which this building was constructed. Ruth Bogue Baker is now a member of the Gig Harbor Lions Club and has agreed to be the Assistant Manager of a Volunteer Center that fosters an appropriate community use of the building. The Gig Harbor Lions Club is willing to staff and operate the City of Gig Harbor Volunteer Center program.

The Lions Club has consulted with the Points of Light Foundation that has promoted and advised Volunteer Center activities over the years all over the country. The draft mission and purpose of the Center is shown below in bold print.

MISSION

To inform, encourage and facilitate the participation of people in volunteer work that will result in their enjoyment of unselfish accomplishment, and make the Gig Harbor / Peninsula Area a better and more caring community.

PURPOSE

- **To recruit member volunteers for volunteer work.**
- **To identify community volunteer jobs that need helping hands and to connect volunteers with entities managing such jobs.**
- **When volunteers so request, to help assess volunteer interests.**
- **To provide conference room, reading room and workspace for**

scheduled community groups and organizations developing volunteer activities.

- **To provide information about Gig Harbor and what's going on in the Gig Harbor area, especially in the arts, entertainment, civic and community activities.**

Although volunteers to staff the program will initially come from the Lions Club, volunteers can and will be sought from the whole community.

There are two basic categories of volunteers that are being solicited for operating the Center: management positions and center staff.

Management Positions

These are the supervisory people that will plan, organize and manage the center operation. They will be responsible for specified areas of center activity. In most jobs, it will be necessary to go to the center to observe and control the assigned area of responsibility. It will be the program's intent to have assistants in each management position to spread the workload and to have one of these people available practically all of the time. The manager of the center will schedule staff meetings or specific purpose meetings as necessary to coordinate the management work. The current titles of these management jobs are as follows, with current Lions Club Volunteers who have already accepted jobs as noted:

1) Manager	Len McAdams
2) Assistant Manager	Ruth Baker
3) Supervisor, Furnishings/Surroundings	Marilyn Jacobs
4) Supervisor, Center Database	Jac Baker
5) Supervisor, Hard Copies, Files	Jim McDonald
6) Supervisor, Library	Gretchen Wilbert
7) Supervisor, Conference/Workrooms	
8) Supervisor, Staffing/Staff Schedules	
9) Supervisor, Job Needs/Non-profit Liaison	B. Uddenberg / B. Bugbee
10) Supervisor, General Volunteer Recruitment/Screening	
11) Supervisor, Computers/Web page	Russ Fineman

As mentioned above, the Bogue Volunteer Center will also need volunteers for the assistant position.

Center Staff

The Center will be open Mondays through Fridays from 10:00 a.m. until 4:00 p.m. Each day will be divided into three shifts: 10-12; 12-2; 2-4; Saturday: 10-12 and 12-2. There will be two volunteers on duty during each of these 17 shifts, typically the same volunteers per shift. This would simplify the scheduling and allow highly qualified and dependable people on duty.

POLICY CONSIDERATIONS

One year ago, the Lions Club proposed community use of the building and the City Council directed a committee of council members, Lions Club members and Ruth Baker (Bogue) to explore options for community use of the building. By October, the group shared a mission statement and the proposed use was subsequently explored from a legal and operational perspective. Operationally, the Lions Club was not able to provide insurance to cover the type of program envisioned in the mission statement. So, if the program is going to function, for insurance reasons the program must be a city program.

A form crafted for volunteer commitment, which is similar to other city volunteer agreements, is attached for review. Also attached are the fundamental city administrative rules for use of the Bogue Volunteer Center.

FISCAL CONSIDERATIONS

In addition to custodial and building costs (2003 - already budgeted), this program would incur some initial communications costs and the cost of a sign (@\$250). The communications costs, itemized by Information Systems Manager Kay Truitt, are as follows:

2 phone lines 1 dedicated to internet, 1 to phone/fax	100
monthly fees	60
2 x MS Windows 2000	800
3 x MS Office PRE	1350
Harboret Setup for each machine	60
Harboret monthly fees	20
Modems 56 kb \$49.00 plus labor	200
WEB graphics	100
1 PC for ACCESS DB	1000
1 phone/fax	150
1 scanner printer all-in-one	450
Approximate start up program cost	<u>\$4290</u>
Approximate monthly fees	<u>\$80</u>

2003 budget funds, previously allocated to CAC for student cultural exchange purposes, were not expended due to world and local situations, and are available for these start-up costs and monthly support fees.

RECOMMENDATION

This program could be developed into a significant community asset at little on-going cost. I recommend approval of expenditures for this program, as indicated in this memo, within the existing limits of the 2003 city budget. Continuation of this program should be a yearly budget issue.

NEW BUSINESS:

1. Bogue Building Proposal. Mark Hoppen, City Administrator, introduced Len McAdams, Past-president of the Gig Harbor Lions Club, to speak to the issue of use of the Bogue Building.

Len McAdams - 310 Foxglove Drive. Mr. McAdams said that the City Planning Building should be used by the community. He gave a history of the donation of the property by Dr. and Ruth Bogue in the 1980s, and the community effort to raise funds to construct the building for a library. A restrictive clause stated that when the library ceased to exist, the property was to revert back to the Bogues. When this occurred, Mrs. Bogue arranged for the restrictive clause to be removed and the property was exclusively placed in city ownership. He added that Mrs. Bogue-Baker and the Lions believe that the property should remain as community use as was originally intended.

Mr. McAdams proposed that the building be used as a non-profit center, allowing churches, service clubs, students, and charitable organizations to use the facility. He said that the Lions would be interested in working with the city to manage the facility and urged Council to make this building available for community use.

Councilmember Picinich said that he supported this idea and volunteered to serve on a committee to explore options for the appropriate use of the building. The Mayor said that the recommendation from the Lions Club is to form a committee to meet and to discuss a program. Councilmember Ruffo also volunteered to serve on this committee.

MOTION: Move to form a committee to include Councilmembers, Lions Club, City Attorney, and Ruth Bogue to move forward with options for use of the building to meet the needs of the community.
Picinich/Ruffo - unanimously approved.

2. Reintroduction and First Reading of Ordinance - Amending Section 16.11 Allowing Condominiums Through the Binding Site Plan Process. Councilmember Dick voiced his support of this ordinance, adding that he would forward his concerns with definitional problems to Carol Morris before the second reading.

Councilmember Franich said that because the amendment to allow condominiums in the R-1 designation, it should return to the Planning Commission for additional consideration. Councilmembers determined that this would not be necessary.

Paul Cyr - Consultant for Barkhausen Consulting Engineers. Mr. Cyr talked about his understanding of condominiums. He said that he agreed with the City Attorney that condominiums must comply with the underlying zoning regulations. He voiced concerns for what may occur in the R-1 district if condominiums were allowed.

Councilmembers discussed options to address Mr. Cyr's concerns regarding minimum distance standards, stressing that this is largely a form of ownership issue rather than density and zoning. Carol Morris demonstrated placement of structures and driveways verses private roads in a condominium development.

10/14/02

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Picinich said that he had been approached by a citizen who said that the City of Gig Harbor had made quite an impression on the State Auditor due to the ten years of clean audits. He said that he wanted to express his appreciation for a job well done.

Mark Hoppen said that Brian Sonntag, Washington State Auditor, would be present at the next Council meeting to present the city with an award for the ten years with no findings, marking the city as having a record of being the cleanest in the state. Mark added that he was surprised and pleased that those responsible for auditing the city in the past ten years had attended the Civic Center Grand Opening ceremony. Councilmember Owel said that this was quite an accomplishment in this era of creative accounting.

☆ Councilmember Picinich commented that many people were working toward presenting a mission statement to the Council for use of the Bogue Building. Mark explained that the next step would be to take the plan to the city's legal counsel to try and craft an agreement that would allow the proposed use.

Councilmember Ruffo asked about the status of the sale of the City Hall. Mark explained that Friday, October 18th was the final date for submittals, but to date, none had been received. If no bids are received, the next step would be to find a commercial broker.

ANNOUNCEMENT OF OTHER MEETINGS:

- 1. City Council Worksession – Shooting Range Regulations – 6:00 p.m. in the Community Room, Monday, October 21st.

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30110(i).

MOTION: Move to adjourn to Executive Session at 7:31 p.m. for approximately fifteen minutes.
Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 7:45 p.m.
Picinich/Ruffo - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:45 p.m.
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized:
Tape 663 Side A 000 – end.

Derek Young, Mayor Pro Tem

City Clerk



VOLUNTEER AGREEMENT FOR SERVICES

This AGREEMENT is hereby made on _____, 200__, between the City of Gig Harbor, a charter code city, herein called "the City", and _____, herein called "Volunteer".

RECITALS

- A. The City recognizes that volunteers are beneficial to the productivity, efficiency and cost-effectiveness of government.
- B. Volunteer desires to assist the City government operations, without compensation or personal financial remuneration.

WITNESSETH

1. The City agrees to allow Volunteer to function in the position of _____
2. Volunteer agrees to:
 - a. Donate, without pay, remuneration or reimbursement, except as otherwise specifically set forth herein, Volunteer's time and resources to act in the position described above.
 - b. Comply with all rules and regulations of the City and any directives and memoranda issued by the City, including, but not limited to, Rules of the Use of the Bogue Volunteer Center, as attached or amended.
 - c. Work only according to the date, location, and time scheduled for the volunteer services to be performed.
 - d. Exercise reasonable disciplinary control of participants under Volunteer's supervision, if any.
 - e. Protect all City property under Volunteer's control or supervision.
 - f. Follow all established procedures and instructions of the City.
 - g. Comply with all Federal, State, County, or Municipal law in the conduct of Volunteer's activities.
3. The City agrees to:
 - a. Reimburse Volunteer for City pre-approved Volunteer personal expenditures.

4. The City and Volunteer agree:

- a. Volunteer may resign Volunteer's position at any time upon notice to Volunteer's immediate supervisor.
- b. The City may terminate Volunteer's services and relationship with City at any time, without cause or reason, upon notice to Volunteer.
- c. Upon termination or resignation, Volunteer agrees to immediately return to the City, any and all personal property, records, tools, reports, or information owned by the City and provided to Volunteer.
- d. Volunteer shall hold the City harmless from any loss, cost, liability, injury, damage or expense, to Volunteer or Volunteer's property caused by or resulting from the acts or omissions of Volunteer.
- e. In the event of a disagreement, this Agreement shall be interpreted pursuant to the laws to the State of Washington.
- f. No oral or verbal modifications or amendments to this Agreement shall be effective.

DATED this _____ day of _____, 200__.

APPROVED:

VOLUNTEER

City Administrator

PARENT OR GUARDIAN (if under 18)

ATTEST:

City Clerk



RULES FOR THE USE OF THE BOGUE VOLUNTEER CENTER

PURPOSE. The Bogue Volunteer Center is for the use of volunteer individuals, groups and organizations, such as service clubs, churches, fraternal organizations, senior groups, educational and governmental agencies, etc. In addition, the Center is available for the purpose of recruiting volunteers for volunteer work, to identify community jobs that need helping hands, connect and assign volunteers to the entity managing the jobs; to list nonprofit organizations that might suit the volunteer's interest when requested by the volunteers, and to provide conference, reading and workrooms for scheduled use by these individuals and groups.

NON-PROFIT GROUPS. In order to participate in the use of the Bogue Volunteer Center, an individual, group or organization must first fill out an application form, available from the City of Gig Harbor City Clerk. This application form will be reviewed by the City Administrator to ensure that the individual or group proposes to use the Center for volunteer activities, and that the proposed use of the Premises is compatible with the facilities and programs available at the Center. In addition, the individual or group must review and agree to abide by the City's rules of operation for the Center. Once the City Administrator approves the individual, group or organization's use the Premises, activities may be scheduled at the Center.

COMPUTERS, EQUIPMENT AND FURNITURE. The Center is equipped with furniture, computers and equipment owned by the City. All users agree not to intentionally break, destroy or otherwise damage the furniture, computers and equipment at the Center. The City shall not be responsible for any costs associated with installation, maintenance, phone, cable service fees or utility charges associated with the use of any additional computers, computer equipment, facilities, phones or phone lines at the Center.

ALTERATIONS. No individual, group or organization shall make any alterations or improvements to the Center without the prior review and written consent of the City. The City has absolute discretion in its determination whether to allow any alterations or improvements at the Center. If the City approves any alterations or improvements, they shall be installed at the requestor's sole cost and expense. If the City determines that such improvements must be removed, they shall be removed at the installer's sole cost and expense.

USE OF THE CENTER. There will be no official City supervision from City staff or City officials of any activities at the Center. At the time each individual, group

or organization signs up to use the Center, each individual shall agree in writing to follow these Rules, acknowledge that there will be no supervision from any City staff or City officials at the Center, and acknowledge that he or she will be using the Center at his/her own risk.

CARE OF THE CENTER. The City custodian will monitor the Center for cleanliness on a regular basis. Each user is responsible to ensure that the Center is kept clean. The City custodian will report incidents relating to excessive uncleanliness and/or damage to the Center to the City Administrator. The City Administrator shall consider the facts of each incident in determining whether to allow continued use of the Center by the offending individual/group/organization.

All users shall report situations requiring attention as follows:

George Williams, Custodian:	(253) 851-8136
Public Works Emergency:	(253) 530-6888
Police:	911 for emergency
Police - non-emergency:	(253) 851-2236
Fire:	911

ACCESS. Volunteer managers designated by the City Administrator will have a key to the facility. A volunteer manager must be present whenever the building is occupied.

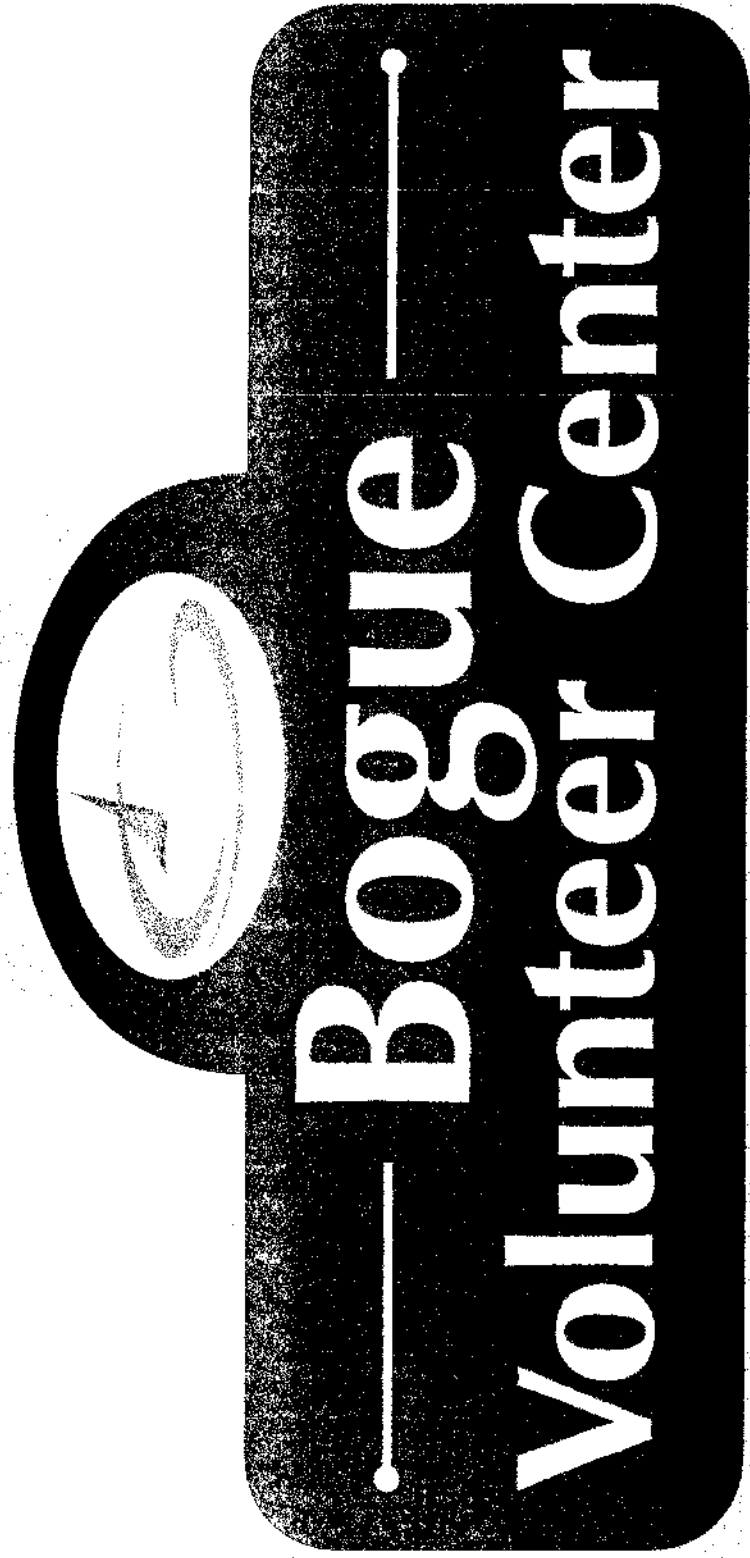
LOGGING HOURS. All volunteers must log their on-site hours on site with the volunteer manager. The log must be turned into Administration at the Civic Center by the last working day of each month.

COSTS OF OPERATION.

- A. **Fees.** The City agrees to allow use of the Center for volunteer activities as a public use. The City will not collect fees for use of the Center.
- B. **Phone.** The City shall not be responsible for the costs of any phone or computer on-line service bills. The phone line(s) to the Center shall be limited to local calls. If any approved organization desires to have different phone, cable or other service to the Center, the approved organization shall first obtain City written permission for initiation of such service, have all bills forwarded to their organization's mailing address and pay all bills for such service on a timely basis.
- C. **Utilities.** The City shall pay all charges for heat, electricity, refuse collection, water and sewer for the Center.

SIGNS. No signs or symbols may be placed on the Center or outside the Center by any individual or group user.

ASSUMPTION OF RISK: Each individual, group, organization or individual within any group or organization choosing to use the Center assumes all risks associated with same, and specifically agrees to hold the City harmless from any and all claims, injury or damages associated with use of the Center by any individual, group, organization, individual within a group or organization or any third party.



BOGUE
Volunteer Center



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK
SUBJECT: RECONSIDERATION – ROBY/CAMPEN COMP PLAN AMENDMENT
DATE: July 10, 2003

INFORMATION/BACKGROUND

Councilmember Picinich has requested a reconsideration of the decision on the Roby / Campen Comprehensive Plan Amendment adopted at the City Council Meeting of June 23, 2003.



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPPEN, CITY ADMINISTRATOR *MH*
**SUBJECT: SECOND READING OF ORDINANCE – ACCEPTING A DONATION
FROM EVIE AND GENE LYNN FOR PURCHASE OF AN ORIGINAL OIL
PAINTING**
DATE: July 10, 2003

INFORMATION/BACKGROUND

Evie and Gene Lynn donated \$1,200.00 to the City to purchase a Marshall Johnson original oil painting of the Bujacich Net Shed. In order to accept a donation, the City must pass an ordinance accepting the donation. This ordinance accepts the donation.

The donation has been receipted and placed in the General Fund.

RECOMMENDATION

Staff recommends adoption of the ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF ONE
THOUSAND TWO HUNDRED DOLLARS AND NO CENTS
(\$1,200.00) FROM EVIE AND GENE LYNN FOR THE
PURPOSE OF PURCHASING ARTWORK

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a check in the amount of One Thousand Two Hundred Dollars (\$1,200.00) from Evie and Gene Lynn, to be used to purchase artwork; now, therefore,

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

Section 1. Acceptance of Donation. The City Council hereby accepts the One Thousand Two Hundred Dollars (\$1,200.00) donation from Evie and Gene Lynn to be used only to purchase an original Marshall Johnson Oil painting of the Bujacich Net Shed.

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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

WARNING: THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A TRUE WATERMARK ON THE REVERSE SIDE.

GENE E. LYNN

P.O. BOX 1969
Gig Harbor, WA 98335
(253) 853-4457

BELLEVUE BRANCH
BANK OF AMERICA
BELLEVUE, WASHINGTON

19-2/1250

No. 016215

*****One thousand two hundred dollars and no cents*

DATE CHECK NO. AMOUNT
June 16, 2003 16215 \$\$\$1,200.00**

PAY
TO THE
ORDER
OF

City of Gig Harbor

GENE E. LYNN
INVESTMENT ACCOUNT

BY *Gene E. Lynn*

⑈016215⑈ ⑆125000024⑆ 5016 811⑈

Marshall Johnson Graphics

paintings / prints / posters

80082 24th Avenue Southwest

Federal Way, Washington 98023-2818

Seattle 253.688.4095 Tacoma 253.927.5982

Fax 253.661.6585

City of Gig Harbor

June 18, 2003

Invoice

*Original oil painting by
Marshall Johnson*

"Bujacich Net Shed"

\$1,200.00 ✓

tax included

Bujacich

*picture received
Robin Moyer*



COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING AND FIRST READING OF AN ORDINANCE –
ANNUAL COMPREHENSIVE PLAN AMENDMENTS
DATE: JULY 14, 2003

INTRODUCTION/BACKGROUND

The following is a chronology of events related to the comprehensive plan amendments since the April 14, 2003 Council meeting:

April 14, 2003

The City Council considers the March 20, 2003 Planning Commission recommendations and directs the Planning Commission to hold one public hearing on a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area and present a recommendation back to the City Council for public hearing at the May 27, 2003 meeting.

April 17, 2003

A Determination of Non-Significance was issued with regards to the proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area is issued pursuant to WAC 197-11-340(2).

May 7, 2003

Planning Commission holds a public hearing on a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area and recommends a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area together with textual amendments (#03-01, City of Gig Harbor).

At the Planning Commission public hearing on comprehensive plan amendment #03-01, the two applicants for Comprehensive Plan amendments (Olympic Property Group (OPG) and SHDP Associates, LLC) submitted requests that the Comprehensive Plan land use designation for the properties that they owned be changed to commercial, not the zoning designation from the City's Zoning Map

(#02-02R - SHDP Associates, LLC and #02-01R – Olympic Property Group (OPG)).

May 27, 2003

City Council holds a public hearing to consider the May 7, 2003 Planning Commission recommendation on comprehensive plan amendment application #03-01 and directs staff to perform SEPA and traffic analysis on applicants' proposals (#02-02R - SHDP Associates, LLC and #02-01R – Olympic Property Group (OPG)) and bring the matter back for public hearing and first reading of an ordinance on July 14, 2003.

June 23, 2003

The City SEPA Responsible Official issued a SEPA threshold decision of a Mitigated Determination of Non-Significance on comprehensive plan amendment applications #02-01, #02-02, #03-01, #02-01R, #02-02R, and the proposed amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan, and the incorporation of the adopted March 2001 Park, Recreation, & Open Space Plan by reference as the park and recreation element of the City's Comprehensive Plan. Written appeals of this determination must be filed by July 9, 2003, no appeals had been filed as of July 3, 2003.

July 14, 2003

The City Council holds a public hearing and first reading of an ordinance to consider the annual amendments to the Comprehensive Plan.

RECOMMENDATION

City Council Options.

The City Council has several options at this point in time. Before discussing the options, the Council should be aware that the process to consider and act on these comprehensive plan applications is legislative. This means that the Appearance of Fairness doctrine does not apply. The Council may discuss these applications with their constituents. There is no deadline for action on comprehensive plan amendment applications, but the Council must consider such applications on an annual basis (RCW 36.70A.470).

Approval of the comprehensive plan amendments.

The Council may approve any or all of the comprehensive plan amendment applications.

Denial of the comprehensive plan amendments.

The Council may deny any or all of the comprehensive plan amendment applications.

First Reading of an Ordinance.

The meeting of July 14, 2003 is both a public hearing and first reading of an ordinance related to annual amendments to the Comprehensive Plan. Because the process is

legislative, the Council may schedule one or more additional public hearings on the applications.

SEPA and Infrastructure Evaluation.

The Growth Management Act requires that "all proposed amendments in any year be considered concurrently so that the cumulative effect of the various proposals can be ascertained." WAC 365-195-630. Staff performed a SEPA analysis on all of the proposed amendments to the Comprehensive Plan (Applications #02-01, 02-02, 02-01R, 02-02R, 03-01, amendments to the Wastewater Plan, and incorporation of the Parks Plan as the Parks Element).

A Mitigated Determination of Nonsignificance (MDNS) was issued on June 23, 2003 with the comment/appeal period ending on July 9, 2003. The MDNS had not been appealed as of July 3, 2003. This MDNS relied upon information provided by the applicants as well as a review of the traffic analyses submitted by the applicants in conjunction with a review of the city's existing environmental documents and the adopted comprehensive plan performed by a consultant retained by the City, Mr. David Skinner of HDR Engineering, Inc.

The Council should be aware that even though the Olympic Property Group and SHDP applications request amendments to the Comprehensive Plan Map, approval of these applications will eventually allow the submission of site specific development applications for commercial developments. Therefore, the Council needs to evaluate the available information on the projected traffic impacts of the applications to ensure consistency with GMA, SEPA and the City's codes/comprehensive plan at each step in the permitting/approval process.

There are two issues the Council should consider when evaluating the traffic impacts of the these applications. First, the Growth Management Act requires that the City "enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development." RCW 36.70A.070(6)(b). The City's traffic concurrency ordinance accomplishes this mandate.

Both of the applicants have proposed the following mitigation to address the fact that the traffic impact of their individual developments will cause the level of service on the City's transportation facilities to decline below the level of service identified in the City's comprehensive plan (LOS "D").

- (a) **Borgen Blvd./Peacock Hill:** Intersection modifications including construction of a roundabout or signal.

- (b) **Borgen Blvd./North-South Connector:** Construction of multi-lane roundabout.
- (c) **Borgen Blvd./51st Avenue Roundabout:** Upgrade existing roundabout to two circulating lanes.
- (d) **SR-16/Burnham Drive Roundabout to 51st Avenue.** Fully built-out section providing four travel lanes with median, two bike lanes, sidewalks and planter strips and two circulating lanes around the roundabout.
- (e) **51st Avenue roundabout to proposed site.** Two travel lanes with a bike lane, planter strip and sidewalk on the south side only.

Only (b) above has been identified in the City's comprehensive plan (solely developer-funded). The City's SEPA Responsible Official has determined that the mitigation measures proposed by the applicants could, in and of themselves, result in significant adverse environmental impacts. No SEPA analysis has been performed on any of the above mitigation (with the exception of a brief analysis of (b) in the City's transportation comprehensive plan).

The SEPA review performed by the City on the applications is "non-project," and the City has acknowledged that there are gaps in relevant information on the adverse environmental impacts of the proposal (WAC 197-11-080). In such circumstances, the City may proceed in the absence of vital information if the costs to obtain such information are exorbitant or the means to obtain it are speculative or not known. "Then, the agency shall weigh the need for the action with the severity of the possible adverse impacts which would occur if the agency were to decide to proceed in the face of uncertainty." *Id.* No action shall be taken by an agency that would have an adverse environmental impact or limit the choice of reasonable alternatives. WAC 197-11-070.

Given the above, the City SEPA Responsible Official has acknowledged that the mitigation proposed by the applicants is within the range of mitigation that could be imposed by the City on any subsequently submitted project permit application. However, the MDNS specifically states that SEPA must be performed on the mitigation, and that the City may revise its threshold determination on the individual project permit applications, based on the information submitted for the specific mitigation. Additional or different mitigation may be proposed, depending on the environmental analysis of the project permit applications.

In addition to the above concern, the Olympic Property Group and SHDP applications included traffic analyses of the individual impacts of their respective applications. Neither of the traffic studies submitted by the Olympic Property Group or SHDP considered the impact on the City's transportation infrastructure or the proposed mitigation if both applications were approved.

The City's traffic consultant reviewed the traffic studies submitted by the applicants and concluded that if both the Olympic Property Group and SHDP applications were approved, and even if all of the mitigation proposed by the applicants were constructed, the north/south connector intersection would fall below a Level of Service D. (MDNS, p. 9, Section 4(b).) This is significant for two reasons.

First, the north/south connector intersection has not yet been constructed. Therefore, the "reasonable mitigation measures" proposed by the applicants themselves are insufficient to mitigate the identified impact. Rather than approving these applications, the City may deny them (WAC 197-11-660), and subsequently evaluate the City's transportation comprehensive plan to determine whether additional transportation facilities need to be identified in the plan to handle the traffic impacts of development in this area.

In addition, the City is prohibited from approving applications that will result in the "failure" of an existing transportation facility (RCW 36.70A.070(6)(b)), unless transportation improvements are strategies will be in place concurrent with the development. Thus, the City is precluded from approving both applications if the transportation improvements proposed by Olympic Property Group and SHDP to address the failure of the existing transportation facilities will not be effective, even if constructed concurrent with the development.

The following listing itemizes proposed and/or necessary means of mitigating and/or further identifying impacts associated with proposed 2003 comprehensive plan amendments, as identified in the June 23, 2003 MDNS:

1. SEPA review will proceed in a phased fashion, as allowed under WAC 197-11-060(5), and any impacts to the wetlands will be both identified in subsequent SEPA checklists submitted for the project permit applications and mitigated under the City's existing codes relating to wetlands.
2. SEPA review will proceed in a phased fashion, as allowed under WAC 197-11-060(5). The City shall require at the time of project permit application a SEPA analysis of the proposed mitigation. The City may also impose additional mitigation to address the traffic impacts of any project permit application. None of the transportation facility improvements identified as mitigation above, including the North-South Corridor, are City-funded projects, and must be constructed by the applicants (together with any other additional mitigation required by the City at the project permit stage) to be concurrent with the development (as the same is defined in RCW 36.70A.070(6)(b)).
3. At the time of project permit application, the applicant shall be required to submit information demonstrating the City's ability to provide both water supply and storage necessary to satisfy the requirements for the proposed project development. The applicant shall be required to submit information to the City

for modification of the City's existing water system infrastructure model and identify any deficiencies caused by the proposed project.

4. Any impacts related to noise will be both identified in subsequent SEPA checklists submitted for the project permit applications and mitigated under existing City and/or State codes relating to noise.

Land Use Compatibility Issues.

Prior to approval or denial of any proposed changes to land use designations in the Planned Community Development (PCD) land use designation, the City Council should consider potential issues of land use compatibility.

It has been noted that when the Planning Commission initially conceived the plan for the Gig Harbor North area, it was to be a planned community with single and multi-family residential with supporting commercial and employment base uses. The community-wide commercial uses were also intended to support the surrounding neighborhoods. Public comment during the amendment process has questioned the 'vision' for the Gig Harbor North area - is this area to become a 'regional' shopping destination or is it to remain as a 'community-wide' commercial area. The existing commercial development in the Gig Harbor North area has been very successful. The complete build out of available commercial land has occurred in a very short time frame.

The proposed increases in the amount of commercially designated land also need to address proximity to both existing and planned residential areas. To the greatest extent possible, commercial uses should be buffered from existing and planned residential areas.

Consideration should also be given to the mix of uses that were planned for the Gig Harbor North area. The Olympic Property Group application proposes a change in lands designated as business park to commercial. The SHDP application proposes to change lands designated as residential low, residential medium, and business park to commercial and residential medium. The SHDP application would result in a loss of approximately nineteen (19) acres of lands designated as residential low thus altering the overall mix of residential densities.

STAFF RECOMMENDATION

Staff recommends **denial** of Comprehensive Plan amendment application #02-01, Olympic Property Group (OPG).

Staff recommends **denial** of Comprehensive Plan amendment application #02-02, SHDP Associates, LLC.

Staff recommends **denial** of Comprehensive Plan amendment application #02-01R, Olympic Property Group (OPG).

Staff recommends **denial** of Comprehensive Plan amendment application #02-02R, SHDP Associates, LLC.

Staff recommends the following **modification** of the Planning Commissions May 7, 2003 recommendation on Comprehensive Plan amendment application #03-01, City of Gig Harbor:

- **Increase** the textual commercial land use allocation from 11% to 15%;
- **Decrease** the textual employment land use allocation from 29% to 25%;
- **Delete** the Planned Community Development Neighborhood Business (PCD-NB) land use category from the text;
- **Modify** the recommended land use map by **re-designating** approximately two and one-half (2 ½) acres of land designated as Planned Community Development Neighborhood Business (PCD-NB) located south of Borgen Boulevard as Planned Community Development Business Park (PCD-BP); and
- **Modify** the recommended land use map by **re-designating** approximately twenty (20) acres of land designated as Planned Community Development Business Park (PCD-BP) located south of Borgen Boulevard and adjacent to the 'Home Depot' site (5120 Borgen Boulevard) to a Planned Community Development Commercial (PCD-C) designation.

Staff recommends **approval** of the proposed amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (System Expansion C-7 (Olympic Drive) and System Expansion C-8 (Hazen Short Plat)).

Staff recommends **approval** of the incorporation of the adopted March 2001 Park, Recreation, & Open Space Plan by reference as the park and recreation element of the City's Comprehensive Plan.

The staff recommendation is a change to the City's comprehensive plan amendment application (#03-01). This change is proposed after the public hearings held by the Planning Commission and City Council on the original application. Therefore, if the Council decides to consider the staff recommendation for adoption, another public hearing and opportunity for public comment/review must be scheduled before adoption. (RCW 36.70A.035(2).) As such, staff recommends that this matter be brought back before Council for a second public hearing and second reading of the Ordinance at the July 28, 2003 meeting.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN: (1) AMENDING THE COMPREHENSIVE PLAN USE PLAN MAP AND TEXTUAL DESCRIPTION OF THE PLANNED COMMUNITY DEVELOPMENT (PCD) LAND USE DESIGNATION; (2) INCORPORATING THE ADOPTED MARCH 2001 PARK, RECREATION, & OPEN SPACE PLAN AS THE PARK AND RECREATION ELEMENT; AND (3) ADOPTING CERTAIN AMENDMENTS TO THE ADOPTED FEBRUARY 2002 WASTEWATER COMPREHENSIVE PLAN.

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

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

WHEREAS, the City adopted its GMA Comprehensive Plan in 1986, later updated in 1994; and

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

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

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

WHEREAS, the City Community Development Director notified the Washington State Office of Community Development of the City's intent to amend the Comprehensive Plan on April 16, 2003 pursuant to RCW 36.70A.106; and

WHEREAS, the City Community Development Director forwarded a copy of this

Ordinance to the Washington State Office of Community Development on June 25, 2003 pursuant to RCW 36.70A.106; and

Park and Recreation Element

WHEREAS, the Act requires that the Comprehensive Plan include a park and recreation element that implements, and is consistent with, the capital facilities plan element as it relates to park and recreation facilities (RCW 36.70A.070); and

WHEREAS, on May 27, 2003, after public hearings, the City Council adopted Ordinance No. 930, which adopted the March 2001 Park, Recreation & Open Space Plan by reference; and

WHEREAS, on July 14, 2003, the City Council held a public hearing on the incorporation of the March 2001 Park, Recreation, & Open Space Plan into the Comprehensive Plan as the required park and recreation element; and

Wastewater Comprehensive Plan

WHEREAS, the Act requires that the Comprehensive Plan include a utilities element that consists of the general location, proposed location and capacity of all existing and proposed utilities, such as the City's wastewater treatment plant; and

WHEREAS, on December 9, 2002, after public hearings, the City Council adopted Ordinance No. 921, which adopted the February 2002 Wastewater Comprehensive Plan by reference and incorporated it into the Comprehensive Plan as a portion of the required utilities element; and

WHEREAS, on July 14, 2003, the City Council held a public hearing on amendments to the February 2002 Wastewater Comprehensive Plan and Comprehensive Plan utilities element; and

Land Use Element

WHEREAS, the Act requires that the Comprehensive Plan include a land use element designating the proposed general distribution and general location and uses of land, where appropriate, for the different types of allowed uses in the City, as well as other information (RCW 36.70A.070(1)); and

WHEREAS, on October 16, 2002, the City SEPA Responsible Official issued a SEPA threshold decision of a Mitigated Determination of Non-Significance with regards to the proposed comprehensive plan amendments submitted by the property owners (#02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC); and

WHEREAS, on January 24, 2003, the City SEPA Responsible Official issued a SEPA threshold decision of a Revised Mitigated Determination of Non-Significance with regards to the proposed comprehensive plan amendments submitted by the property owners (#02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC); and

WHEREAS, on February 6, 2003, the Planning Commission held hearings on two comprehensive plan amendments submitted by the property owners (#02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC); and

WHEREAS, on February 20, 2002, March 6, 2003 and March 20, 2003, the Planning Commission held work study sessions on comprehensive plan amendments (#02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC) to deliberate and formulate a recommendation to the City Council; and

WHEREAS, on March 20, 2003, the Planning Commission recommended denial of comprehensive plan amendments #02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC; and

WHEREAS, on April 14, 2003, the Gig Harbor City Council considered the Planning Commission's recommendation of denial of comprehensive plan amendments #02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC, during a public meeting; and

WHEREAS, on April 14, 2003, the Gig Harbor City Council proposed a new comprehensive plan amendment to be considered by the Planning Commission at their next meeting, which amendment would copy the zoning designations of individual properties located in the Planned Community Development Designation to the corresponding parcels in the Comprehensive Plan Map as land use designations, and in addition, to copy the portions of the Zoning Map relating to these zoning designations (City of Gig Harbor #03-01); and

WHEREAS, on April 17, 2003, the City SEPA Responsible Official issued a SEPA threshold decision of a Determination of Non-Significance with regards to the proposed (City of Gig Harbor #03-01) comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area pursuant to WAC 197-11-340(2); and

WHEREAS, on May 7, 2003, the Planning Commission held a public hearing on comprehensive plan amendment #03-01, which proposed changing the land use designations of all property in the Planned Community Development (PCD) designation in the Comprehensive Plan to correspond with the Zoning Map designation; and

WHEREAS, at the May 7, 2003 Planning Commission public hearing on comprehensive plan amendment #03-01, the two applicants for Comprehensive Plan amendments (Olympic Property Group (OPG) and SHDP Associates, LLC) submitted

requests that the Comprehensive Plan land use designation for the properties that they owned be changed to commercial, not the zoning designation from the City's Zoning Map (#02-02R - SHDP Associates, LLC and #02-01R - Olympic Property Group (OPG)); and

WHEREAS, the Planning Commission recommended that the City Council adopt the comprehensive plan amendment #03-01 together with textual amendments to the Planned Community Development (PCD) designation; and

All Comprehensive Plan Amendments

WHEREAS, on June 23, 2003, the City SEPA Responsible Official issued a SEPA threshold decision of a Mitigated Determination of Non-Significance on comprehensive plan amendment applications #02-01, #02-02, #03-01, #02-01R, #02-02R, and the proposed amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (Exhibit A), and the incorporation of the adopted March 2001 Park, Recreation, & Open Space Plan by reference as the park and recreation element of the City's Comprehensive Plan; and

WHEREAS, on May 27, 2003 and July 14, 2003, the Gig Harbor City Council held public hearings to consider the comprehensive plan amendments; and

WHEREAS, on July 28, 2003, during the regular City Council meeting, the Gig Harbor City Council deliberated and voted on the comprehensive plan amendments; Now, Therefore:

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

Section 1. Park, Recreation, & Open Space Plan. The City Council hereby incorporates the adopted March 2001 Park, Recreation, & Open Space Plan (Ordinance

No. 930) by reference as the park and recreation element of the City's Comprehensive Plan.

Section 2. Wastewater Plan. The City Council hereby adopts amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (Ordinance No. 921), as outlined in Exhibit A, by reference.

Section 3. Comprehensive Land Use Map and Plan Text Amendments.

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

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

C. **Testimony.** The following persons testified on the applications:

1.

D. Applications.

1. **#02-01, Olympic Property Group (OPG) Application.** The applicant, Olympic Property Group (OPG) proposed an increase to the allowable commercial area and a reduction in the allowable employment area in the PCD land use category in the Gig Harbor North area. The applicant proposes to increase the commercial land use allocation in the PCD from a 10% maximum to an 18% maximum and a reduction in the employment land use allocation in the PCD from a 25% minimum to a 20% minimum. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to _____ this application.

2. **#02-02, SHDP Associates, LLC Application.** The applicant, SHDP Associates, LLC proposed an increase to the allowable commercial area in the PCD land use category in the Gig Harbor North area. The applicant proposes to increase the commercial land use allocation in the PCD from a 10% maximum to a 14% maximum. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to _____ this application.

3. **#03-01, City of Gig Harbor, Application.** The applicant, the City of Gig Harbor proposed a comprehensive land use plan map for the Planned Community Development (PCD) designation reflective of the existing zoning and the Planning Commission recommended textual amendments (Exhibit B). After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to _____ this application.

4. **#02-02R, SHDP Associates, LLC Application.** The applicant, SHDP Associates, LLC proposed Comprehensive Plan land use designation for the properties that they owned be changed to commercial, not the zoning designation from the City's Zoning Map. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to _____ this application.

5. **#02-01R, Olympic Property Group (OPG) Application.** The applicant, Olympic Property Group (OPG) proposed Comprehensive Plan land use designation for the properties that they owned be changed to commercial, not the zoning designation from the City's Zoning Map. After consideration of the materials in the file, staff presentation,

the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to _____ this application.

Section 4. Transmittal to State. The City Community Development Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State Office of Community Development within ten days of adoption, pursuant to RCW 36.70A.106.

Section 5. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 6. 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 _____, 2003.

CITY OF GIG HARBOR

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

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

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

On _____, 2003, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN: (1) AMENDING THE COMPREHENSIVE PLAN USE PLAN MAP AND TEXTUAL DESCRIPTION OF THE PLANNED COMMUNITY DEVELOPMENT (PCD) LAND USE DESIGNATION; (2) INCORPORATING THE ADOPTED MARCH 2001 PARK, RECREATION, & OPEN SPACE PLAN AS THE PARK AND RECREATION ELEMENT; AND (3) ADOPTING CERTAIN AMENDMENTS TO THE ADOPTED FEBRUARY 2002 WASTEWATER COMPREHENSIVE PLAN.

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

APPROVED by the City Council at their meeting of _____, 2003.

MOLLY TOWSLEE, CITY CLERK

Exhibit A
February 2002 Wastewater Comprehensive Plan
2003 Annual Amendments

COLLECTION SYSTEM EXPANSIONS AMENDMENT

SYSTEM EXPANSION C-7 (Olympic Drive)

SUMMARY

The proposed capital improvements to be completed within the 20-year planning period drainage basin C-7 are summarized in Figure 1. The basin will be served by an 8" trunk line on 38th Avenue, with 8" lateral lines on 60th Street, Olympic Drive, Norwood Estates, and Briarwood Lane.

This plan change is shown in Figure 2. Recent field topographic work conducted as part of the Olympic Drive/56th Street Improvement Design Project indicates the finished grade along 56th St. decreases as one travels easterly away from 38th Ave. The roadway sag is located at the most eastern terminus manhole on the proposed 8-inch gravity sewer line as shown in Figure 1. The Adopted Comprehensive Plan reflects an 8-inch gravity trunk line flowing towards 38th Ave. The Comp Plan designer incorrectly assumed the road grade along Olympic was flowing in this direction. This plan amendment corrects this oversight and provides for the following features:

- 384 feet of 8-inch gravity sewer along Olympic Drive serving a total of 6 lots.
- A new pump station would be installed at the low point on Olympic. The lift station will be sized for 120 gpm in order to maintain the minimum scouring velocity in the force main.
- 779 feet of 4-inch force main flowing to an existing gravity trunk line located on Olympic.

Construction of the gravity and force main is anticipated to be constructed as part of the Olympic/56th Street Improvement Project. The lift station will be constructed as part of private development. Should private development preclude the roadway project, then the entire project will be funded and constructed by private development.

IMPACTS

FISCAL

The City estimated construction costs are:

- | | |
|--|---------------------|
| • Gravity sewer line and side sewer lateral: | \$ 40,000 |
| • Force Main: | \$ <u>25,000</u> |
| • Lift Station: | (Developer Funded)* |

• Subtotal:	\$ 65,000
• Sales Tax (8.4%):	<u>\$ 5,500</u>
• Subtotal:	\$ 70,500
• Contingency (10%):	<u>\$ 7,500</u>
• Subtotal:	\$ 78,000
• Engineering, Overhaul and Administration (10%):	<u>\$ 7,800</u>
• Total Cost:	\$ 85,800

* Estimated Construction Cost By Developer \$177,000

Sufficient Funds exist within the City's Sanitary Sewer Operating Fund to fund this improvement, if it were to be constructed as part of the City's roadway improvement project.

EXISTING CITY FACILITIES

The proposed improvements will generate approximately 1,800 gallons of sewage flow per day (6 ERUs). There will not be any consequential impacts to the City's existing downstream conveyance system.

ENVIRONMENTAL

The proposed improvements will not have any environmental impacts. A SEPA checklist is being prepared for the Street Improvement Project. A component of the checklist will address the sanitary sewer improvement portion of the project.

COLLECTION SYSTEM EXPANSIONS AMENDMENT

SYSTEM EXPANSION C-8 (Hazen Short Plat)

SUMMARY

The proposed capital improvements to be completed within the 20-year planning period for drainage basin C-8 are summarized in Figure 1. The basin will be served by an 8" trunk line on Hunt St. and Reid Dr., 2 new force mains, and 2 new lift stations. Reports of failing septic tanks make this basin a relatively high priority for sewer service.

The applicant, Linda Hazen, is proposing to subdivide her property into a four (4) lot short plat. Her property fronts the 2nd proposed manhole on Hunt Street. In order for short plat approval, Ms. Hazen would be required to construct all the sanitary improvements shown in Figure 1. The estimated costs for the improvements would amount to \$3M dollars.

The applicant is proposing to construct a portion of the gravity sewer along Hunt St., and then proceed northerly across her and the adjacent property to the north through a 20 ft. wide City-access utility easement and connect to the City's sewer system on Cascade St.

The plan change is shown in Figure 2. This plan amendment provides the following features:

- Approximately 205 feet of 8-inch gravity sewer on Hunt St., extending across the entire frontage of the applicant's property.
- Approximately 750 feet of 8-inch gravity sewer along a 20 ft. wide utility easement connecting into the existing City sewer system on Cascade St.

IMPACTS

FISCAL

Construction funding for this project will be provided entirely by the developer. City funds will not be expensed as part of the construction project.

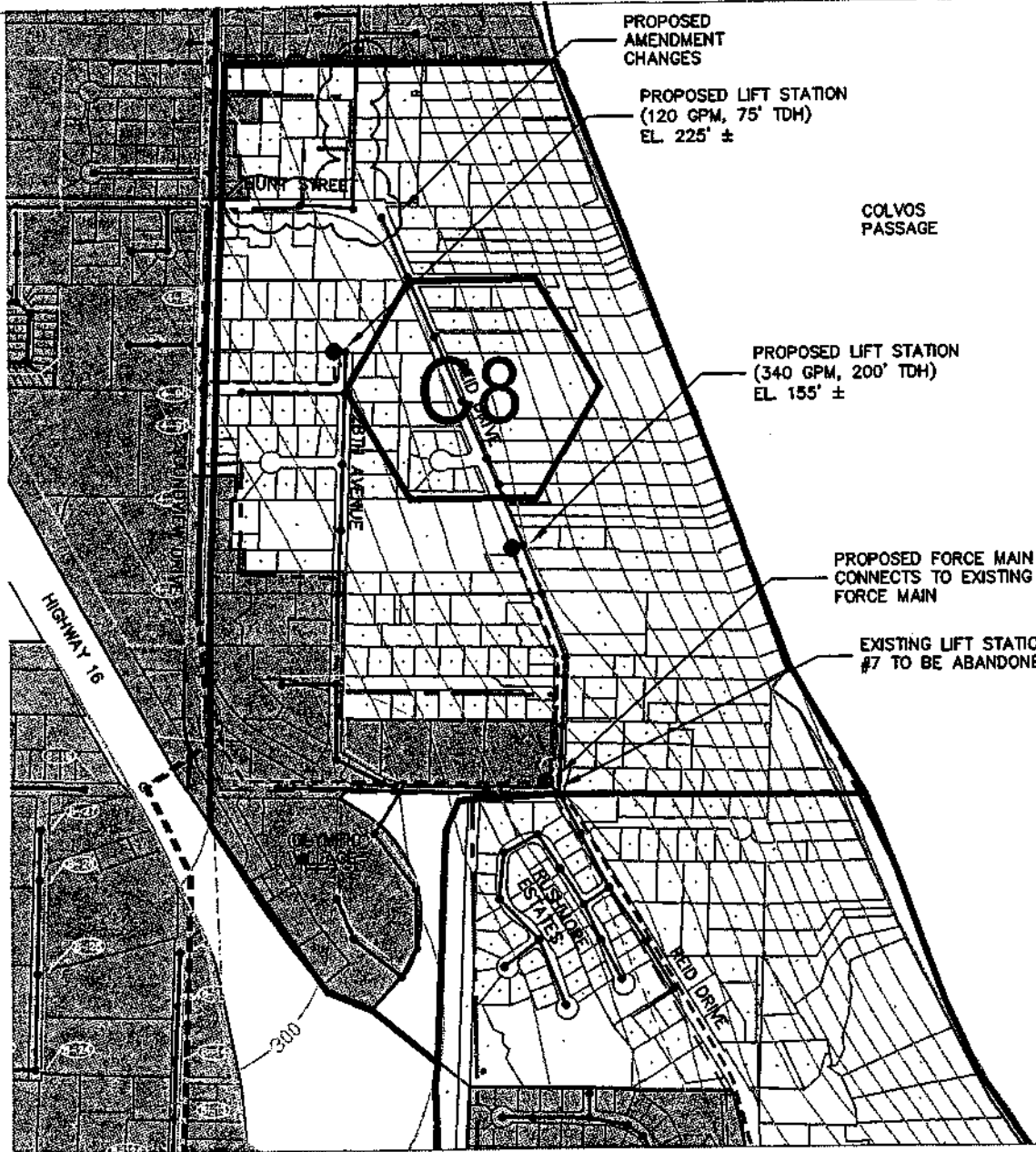
EXISTING CITY FACILITIES

The proposed improvements will generate approximately an additional 8,400 gallons of average sewage flow per day (28 ERUs). Engineering calculations provided by the applicant's engineer were confirmed through an independent review by a City engineering consultant. The results concluded there would not be any adverse impacts to the City's downstream sewage lift station and conveyance system.

ENVIRONMENTAL

It is not anticipated the proposed improvements will have any environmental impacts. A SEPA checklist will be required to be prepared by the Developer during the plan review process.

DATE: 11.09.2011
TIME: 11:00 AM
PROJECT: CITY OF GIG HARBOR COMPREHENSIVE PLAN PROPOSED AMENDMENT
DRAWN BY: J. B. WILSON
CHECKED BY: J. B. WILSON



PROPOSED AMENDMENT CHANGES

PROPOSED LIFT STATION (120 GPM, 75' TDH) EL. 225' ±

COLVOS PASSAGE

PROPOSED LIFT STATION (340 GPM, 200' TDH) EL. 155' ±

PROPOSED FORCE MAIN CONNECTS TO EXISTING FORCE MAIN

EXISTING LIFT STATION #7 TO BE ABANDONED

LEGEND	
	PROPOSED 8" GRAVITY SEWER
	EXISTING GRAVITY SEWER
	PROPOSED FORCE MAIN
	EXISTING FORCE MAIN



CITY OF GIG HARBOR
COMPREHENSIVE PLAN
PROPOSED AMENDMENT
FIGURE 2
COLLECTION SYSTEM EXPANSION C-8

Exhibit B
Planning Commission Recommendation
Planned Community Development (PCD) Land Use
Designation Map and Textual Amendments

Background

The following is a chronology of events related to the comprehensive plan amendments:

January 23, 2002

First Western Development Services submission of a site-specific rezone application (REZ 01-02) for property located at the end of 51st Street (north of Target/Albertson's) from a PCD-RMD zone to a PCD-C zone.

July 11, 2002

Comprehensive plan amendment applications submitted by Olympic Property Group (#02-01) and by SHDP Associates, LLC (#02-02).

September 2002

Pierce County Buildable Lands Report issued.

October 16, 2002

Mitigated Determination of Nonsignificance SEPA decision on the comprehensive plan amendments issued.

October 31, 2002

Staff issues a memorandum noting errors in the Pierce County Buildable Lands Report with regards to assumptions and inventories pertaining to the City.

November 5, 2002

Staff report and recommendation on the comprehensive plan amendments issued.

November 6, 2002

SHDP Associates, LLC files a timely appeal of the Mitigated Determination of Nonsignificance SEPA decision on the comprehensive plan amendments.

November 7, 2002

Scheduled Planning Commission Public Hearing on the comprehensive plan amendments cancelled in light of the appeal of the SEPA determination.

Staff outlines a revised process for the consideration of the comprehensive plan amendments, which includes an opportunity for the applicants to submit revised applications by December 6, 2002.

November 14, 2002

SHDP Associates, LLC withdraws their November 6, 2002 appeal of the SEPA determination on the comprehensive plan amendments.

December 6, 2002

Comprehensive plan amendment applicants submit revised applications

December 10, 2002

Hearing Examiners decision denying site-specific rezone (REZ 01-02) from a PCD-RMD zone to a PCD-C zone for property located at the end of 51st Street (north of Target/Albertson's) issued.

December 24, 2002

Expiration of the appeal period for the Hearing Examiners decision on site-specific rezone (REZ 01-02), no appeals filed.

January 16, 2003

Planning Commission holds a work-study session during which the proponents of the comprehensive plan amendments present their applications.

January 24, 2003

Revised Mitigated Determination of Nonsignificance SEPA decision on the comprehensive plan amendments issued.

January 30, 2003

Revised staff report and recommendation on the comprehensive plan amendments issued (#02-01 - Olympic Property Group & #02-02 - SHDP Associates, LLC).

February 6, 2003

Planning Commission holds a public hearing on the comprehensive plan amendments (#02-01 - Olympic Property Group & #02-02 - SHDP Associates, LLC).

February 7, 2003

Expiration of the appeal period on the January 24, 2003 SEPA determination, no appeals filed.

February 20, 2003

Planning Commission holds a work-study session to deliberate comprehensive plan amendments.

February 28, 2003

Sub-Committee of the Planning Commission (Kadzik, Gair, & Franklin) meet with staff to discuss potential transportation related impacts associated with the comprehensive plan amendments.

March 6, 2003

Planning Commission holds a work-study session to deliberate comprehensive plan amendments.

March 20, 2003

Planning Commission holds a work-study session to deliberate comprehensive plan amendments, recommends denial of applications ((#02-01 - Olympic Property Group & #02-02 – SHDP Associates, LLC).

April 14, 2003

The City Council considers the March 20, 2003 Planning Commission recommendations and directs the Planning Commission to hold one public hearing on a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area and present a recommendation back to the City Council for public hearing at the May 27, 2003 meeting.

April 17, 2003

A Determination of Non-Significance was issued with regards to the proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area is issued pursuant to WAC 197-11-340(2).

May 7, 2003

Planning Commission holds a public hearing on a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area and recommends a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area together with textual amendments (#03-01, City of Gig Harbor).

At the Planning Commission public hearing on comprehensive plan amendment #03-01, the two applicants for Comprehensive Plan amendments (Olympic Property Group (OPG) and SHDP Associates, LLC) submitted requests that the Comprehensive Plan land use designation for the properties that they owned be changed to commercial, not the zoning designation from the City's Zoning Map (#03-02 - SHDP Associates, LLC and #03-03 – Olympic Property Group (OPG)).

May 27, 2003

City Council holds a public hearing to consider the May 7, 2003 Planning Commission recommendation on comprehensive plan amendment application #03-01 and directs staff to perform SEPA and traffic analysis on applicants proposals (#03-02 - SHDP Associates, LLC and #03-03 – Olympic Property Group (OPG)) and bring the matter back for public hearing and first reading of an ordinance on July 14, 2003.

June 23, 2003

The City SEPA Responsible Official issued a SEPA threshold decision of a Mitigated Determination of Non-Significance on comprehensive plan amendment applications #02-01, #02-02, #03-01, #02-01R, #02-02R, and the proposed amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (Exhibit A), and the incorporation of the adopted March 2001 Park, Recreation, & Open Space Plan by reference as the park and recreation element of the City's Comprehensive Plan. Written appeals of this determination must be filed by July 9, 2003, no appeals had been filed as of July 3, 2003.

July 14, 2003

The City Council holds a public hearing and first reading of an ordinance to consider the annual amendments to the Comprehensive Plan.

**May 7, 2003 Planning Commission Recommendation on
comprehensive plan amendment application
#03-01, City of Gig Harbor**

Proposed textual amendment (additions underlined, deletions ~~struck~~):
Gig Harbor Comprehensive Plan, November 1994 – Pages 9 & 10

**9. Generalized Land Use Categories
Planned Community Development**

~~A Planned Community Development (PCD) incorporates all of the other land use designations into a site development without prescribing a specific land use or zoning designation on a parcel(s) or site(s).~~ The purpose of a Planned Community Development (PCD) is to promote optimum site development options which are compatible with the communities' planning goals and interests. A PCD should meet the following minimum general guidelines:

- Minimum area allocated must be 100 acres.
- Land Use allocation should be approximately as follows:

Residential	45 <u>60</u> % maximum
Commercial	10 <u>11</u> % maximum
Employment	25 <u>29</u> % minimum
Parks/Open Space	10 <u>10</u> % minimum
Schools	10 <u>10</u> % minimum
- Residential may consist of:
 - Housing units above or connected to commercial shops;
 - Allowances for Single Room Occupancy (SRO) housing;
 - Studio apartments;
 - Parks for full size and efficiency sized manufactured housing units.
- ~~The allocations~~ Adequate provisions for Parks/Open Space and Schools should be provided for in the PCD ~~may be combined.~~
- Site development design must be consistent with Community Design standards of the Comprehensive Plan and adopted design guidelines.

A Planned Community Development (PCD) incorporates the following generalized land use categories:

- Planned Community Development Residential Low (PCD-RLD, 4.0 - 7.0 dwelling units per acre) - Provides for well designed residential developments which are located to minimize adverse effects on the environment or sensitive natural areas; provides for clustering of dwelling units to protect important natural features and amenities, limit the costs of development and public service costs and to maintain, enhance and

complement the natural beauty of the Gig Harbor community; and allows unique and innovative residential development concepts that will provide for unconventional neighborhoods, provide affordable housing for a wide range of income levels, maintain or enhance community linkages and associations with other neighborhoods, and to allow village and traditional neighborhood forms.

- Planned Community Development Residential Medium (PCD-RMD, 8.0 - 16.0 dwelling units per acre) - Provides for greater population densities to facilitate high quality affordable housing, a greater range of lifestyles and income levels; provides for the efficient delivery of public services and to increase residents' accessibility to employment, transportation and shopping; and serves as a buffer and transition area between more intensively developed areas and lower density residential areas.
- Planned Community Development Commercial (PCD-C) - Provides for the location of businesses serving shoppers and patrons on a wider basis as distinguished from a neighborhood area; encourages urban development; encourages attractive natural appearing development and landscaping; promotes a quality visual environment by establishing standards for design, size and shape of buildings that create an attractive business climate; and where appropriate, residential uses should be located above commercial uses.
- Planned Community Development Business Park (PCD-BP) - Provides for the location of high quality design development and operational standards for technology research and development facilities, light assembly, and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises; is intended to be devoid of nuisance factors, hazards and potentially high public facility demands; and retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.
- Planned Community Development Neighborhood Business (PCD-NB) - Provides for businesses serving the everyday needs of neighboring residents; is limited in overall site area and availability of uses and is not intended to provide regional retail facilities; and provides retail and service uses that are easily accessible to local residents.

Planning Commission recommended Planned Community Development (PCD) Comprehensive Plan Land Use Map [This proposed map is based upon the existing zoning currently in place and represents no proposed increase in the amount commercially designated land]:



**CITY OF GIG HARBOR
2003 COMPREHENSIVE PLAN AMENDMENTS**

**MITIGATED DETERMINATION OF NONSIGNIFICANCE
WAC 197-11-340, 350, 970**

Environmental Review of Comprehensive Plan Amendment

SEPA Application Numbers: 02-04, 03-17, 03-18, 03-12

Parcel Numbers: The parcel numbers for site-specific proposals are identified in the sections below describing the individual proposals.

Action: Year 2003 Comprehensive Plan Amendments

Lead Agency: The City of Gig Harbor

Brief Description of Proposals: This MDNS relates to five comprehensive plan amendment applications. Each of the proposals will be described more specifically below. Two of the applications were submitted by private property owners and were the subject of an MDNS issued on January 24, 2003 (Nos. 02-04 and 03-17). This MDNS supplements the January 24, 2003 MDNS as to those two applications, given the property owner's recent revisions to the applications. One application was submitted by the City and was the subject of a DNS issued April 17, 2003. This MDNS references the April 17, 2003 DNS.

There have been several revisions to Comprehensive Plan Amendment applications OPG 02-01 (Olympic Property Group (OPG)) and 02-02(SHDP). They have therefore been assigned new comp plan application numbers, which are 02-01R and 02-02R, respectively. The only SEPA threshold decisions that are applicable to these currently pending applications before the City are the January 24, 2003 SEPA MDNS, the April 17, 2003 DNS and this MDNS. All other MDNS's applicable to the OPG and SHDP applications are outdated and supplanted by the January 24, 2003 SEPA MDNS and this MDNS.

I. DESCRIPTION OF INDIVIDUAL PROPOSALS.

This is a phased SEPA review for the following proposals.

A. Comprehensive Plan Amendment Application No. 02-01R (SEPA #02-04) – Olympic Property Group. **Proponent:** Olympic Property Group (OPG): Jon Rose, P.E., President, 19245 Tenth Avenue Northeast, Poulsbo, WA 98370.

1. **Description.** OPG has presented alternative comprehensive plan amendment proposals in their application. They are, in OPG's "order of preference:"

a. "OPG is asking that the Comprehensive Plan be amended to include a map for commercial uses as shown on the attached map, Exhibit A." (June 12, 2003 Response to Questionnaire from OPG.) *City Comment:* The City has already adopted a Comprehensive Plan Map, which shows the PCD District. Currently, there are no land use designations depicted on this Map for the individual parcels in the PCD District. Therefore, the City assumes that OPG is requesting that the existing Comprehensive Plan Map be amended to redesignate the OPG property from the current Comprehensive Plan land use designation of PCD (with underlying employment park zoning) to PCD-Commercial, as shown on Exhibit A to the June 12, 2003 Response to Questionnaire.

b. OPG further requests that "the land use allocations for the PCD District be amended to reflect the land uses shown on the map." OPG's Exhibit A shows property in the PCD District redesignated to PCD-RLD (Residential Low Density), PCD-RMD (Residential Medium Density), PCD-C (Commercial) and PCD-BP (Business Park). These would be new land use designations as defined in the City's proposed map and text amendments under Comp Plan Amendment 03-01 (SEPA #03-12). The SEPA Checklist submitted by OPG for the application does not identify any impacts, nor does it mention anything about these parcels in the PCD District that would be re-designated to PCD-RLD, PCD-RMD or PCD-BP. Therefore, the City has assumed that the only parcel OPG seeks to have redesignated in the existing Comprehensive Plan Map is the property they have shown on Exhibit A to be redesignated from PCD to PCD-C. The impacts associated with redesignation of these other parcels have not been considered in this analysis. Therefore, the City considers this request to be the same as No. A(1)(a) above.

c. OPG further requests that the Comprehensive Plan "be amended to reflect the land uses shown on the map as follows: Residential: 60% maximum; Commercial 19% maximum; Employment 21% minimum." (June 12, 2003, Response to Questionnaire.)

d. "Or, in lieu of the City adopting a Land Use Map for the PCD [*City comment:* Again, because there is an existing Comprehensive Land Use Map, the City assumes that this is a request to amend the existing Map] OPG is asking that the land use allocations for the PCD District (page 9 of the Comprehensive Plan) be amended to read as follows: Residential 45% maximum; Commercial ~~40~~ 18% maximum; Employment ~~25~~ 20% minimum; Parks/Open Space 10% minimum; Schools 10% minimum." (June 12, 2003, Response to Questionnaire.)

2. **Location.** The portion of the OPG application described in A(1)(a) and A(1)(b) above would apply to the 35 acres of property located along the south side of Borgen Boulevard at approximately 5600 Borgen Boulevard in Gig Harbor. The portion of the OPG application described in A(1)(c) and A(1)(d) above would apply to all areas

designated Planned Community on the City of Gig Harbor's Comprehensive Land Use Map.

3. SEPA Analysis. This MDNS analyzes the portion of the OPG application described in A(1)(a), A(1)(b) and A(1)(c) above. The alternative proposal identified in A(1)(d) above was evaluated under SEPA in the MDNS issued on January 24, 2003, which is hereby incorporated by reference.

B. Comprehensive Plan Amendment Application 02-02R (SEPA # 03-17) – SHDP Associates, LLC. Proponent: Dale Pinney, representing SHDP Associates, 1359 N. 205th Street, Suite B, Shoreline WA 98133.

1. Description. SHDP's application includes three parts including two text amendments and a land use map amendment, as follows:

a. To amend the generalized land use categories (page 9 of the Comprehensive Plan Land Use Element) for the PCD (Planned Community Development) district to increase the 10% maximum on commercial land use allocation to 15.1%, to change the residential land use allocation from 45% to 56.5%, to change the employment allocation from 25% to 28.4% and to eliminate stated percentage allocations for parks/open space and schools.

b. To amend the generalized land use categories (page 9 of the Comprehensive Plan Land Use Element) for the PCD district to read as follows:

Planned Community Development

A Planned Community Development (PCD) incorporates all of the other land use designations into a site development without prescribing a specific land use or zoning designation on a parcel(s) or site(s). The purpose of a PCD is to promote optimum site development options that are compatible with the community's planning goals and interests. Prior to land use allocations, proposed developments on properties in the PCD shall be subject to site specific development agreements, to insure conformance with the goals and policies of this comprehensive plan and city design standards. A PCD should meet the following minimum general guidelines.

- minimum area allocated must be 100 acres.
- Land Use allocation should be as follows: Residential 45% maximum; Commercial ~~10~~ 14% maximum.

c. To amend the Comprehensive Plan Map by replacing 50.97 acres of the City's existing PCD (Planned Community Development) land use designation

with 30.42 acres of a PCD-RMD (Residential Moderate Density) land use designation, and 20.55 acres of PCD-C (Commercial) land use designation. Proposed land uses are shown on attached Exhibit "B". These would be new land use designations as defined in the City's proposed map and text amendments under Comp Plan Amendment 03-01 (SEPA #03-12). The 50.97-acre site is located north of Borgen Boulevard, lying north and east of the Albertson's/Target development.

The proposed land use map amendments would require the following rezones to implement the comp plan map amendments:

Enlarge the existing PCD-C zone by an additional 20.55 acres, enlarge the PCD-RMD zone by an additional 1.13 acres. Each of these increases would require corresponding reductions of 2.88 in the PCD-BP zone, and 18.80 acres in the PCD-RLD zone.

2. **Location.** The portion of the SHDP application described in B(1)(a) and B(1)(b) would apply to all areas designated Planned Community Development on the City of Gig Harbor's Comprehensive Land Use Map. The portion of the SHDP application described in B(1)(c) would apply to the 50.97 acres of property owned (or under contract) by the applicant, located north of Borgen Boulevard at approximately 5500 Borgen Boulevard and south of (but not abutting) the Canterwood residential community. The proposed site includes tax assessor parcel #'s 02223030101, 0222303011 & 0222303002.

3. **SEPA Analysis.** This MDNS analyzes the portion of the SHDP application described in B(1)(c) above. The alternative proposals identified in B(1)(a) and B(1)(b) above were evaluated under SEPA in the City's MDNS issued on January 24, 2003, which is hereby incorporated by reference.

C. **Comprehensive Plan Amendment Application 03-01 (SEPA #03-18) – City of Gig Harbor.** **Proponent:** The City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

1. **Description.** The City proposes to adopt the March 2001 Park, Recreation & Open Space Plan by reference as the Park & Recreation Element of the City's Comprehensive Plan.

2. **Location.** The entire city limits of the City of Gig Harbor and its urban growth area (UGA).

3. **SEPA Analysis.** This MDNS analyzes the application. Impacts associated with the March 2001 Parks, Recreation and Open Space Plan were previously identified during its original adoption and during review of its update under SEPA #03-11. Adoption of the Plan by reference as the Parks & Recreation Element of the City's

Comprehensive Plan will result in no changes to the Plan and therefore result in no significant environmental changes or impacts.

D. Comprehensive Plan Amendment Application 03-05 (SEPA 03-18) – The City of Gig Harbor. **Proponent:** The City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

1. **Description.** The City proposes to adopt the amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan and the Utilities Element of the City's Comprehensive Plan. Changes include the removal of a portion of collection system C-8 and reallocation back to lift station 6 collection basin (ULID #1), and also redesign of the Olympic Drive gravity sewer to better reflect existing topography.

2. **Location.** The lift station 6 collection basin is located along Hunt Street and Reid Drive SW, between Soundview Drive and Hollycroft Street. The Olympic Drive gravity sewer is located along Olympic Drive and 56th Street NW near 38th Ave. NW.

3. **SEPA Analysis** This MDNS analyzes the application.

E. Comprehensive Plan Amendment Application 03-01 (SEPA 03-12) The City of Gig Harbor. **Proponent:** The City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

1. **Description.** The City proposes to amend the Comprehensive Plan Land Use Map to include land use designations in the Planned Community Development District. Currently, the Gig Harbor Comprehensive Plan Map does not show any specific land use designations on property in the PCD Land Use Category. Instead, the Comprehensive Plan identifies certain percentages of different types in the PCD district. The City has used these percentages in allocating the type of land use on the property when it zoned the individual parcels in the PCD district on the City's Official Zoning Map. The amendment would place land use designations on the individual parcels of property in the PCD district to correspond with the zoning designations in the City's Official Zoning Map.

2. **Location.** All property in the PCD district, as shown on the City's Comprehensive Plan Map.

3. **SEPA Analysis.** The City issued a DNS for this application on April 17, 2003, which is incorporated herein by reference. Because the City must analyze all comprehensive plan applications cumulatively under SEPA, this application has been mentioned in this analysis.

II. BACKGROUND.

Currently, the Gig Harbor Comprehensive Plan Map does not show any specific land use designations on property in the PCD Land Use Category. Instead, the Comprehensive Plan identifies certain percentages of different land use types in the PCD district. The City has used these percentages in allocating the type of land use on the property when it zoned the individual parcels in the PCD district on the City's Official Zoning Map.

The individual parcels have been zoned commercial, business park and residential on the Official Zoning Map. The City obviously considered the zoning of the property surrounding the PCD district at the time the individual parcels were zoned because the adjacent land uses are currently compatible. For example, the City zoned property in the PCD district residential where such property lies immediately adjacent to residential property outside the PCD zone.

The City of Gig Harbor has been processing two comprehensive plan amendment applications, both of which are requesting an increase in the amount of commercial land in the PCD district. The applicants are Dale Pinney, representing SHDP Associates, and Jon Rose of Olympia Property Group (OPG). A SEPA threshold determination was issued on their proposed amendments on January 24, 2003. The threshold determination was based upon a phased environmental review that required 2nd-phase review at the time of rezone application, and which required submittal of a detailed site plan at the time of rezone application submittal.

Since their initial application, the City of Gig Harbor proposed an alternative comp plan amendment that would replace the City's existing PCD (Planned Community Development) land use designation with multiple land use designations that reflect existing zoning designations in the PCD district. In response to the City's proposal, and anticipating that the City would move toward a multiple land-use designation, both Dale Pinney and Jon Rose have submitted revised proposals that are based upon, but seek to expand, the commercial designations indicated in the City's proposal. Both applicants are seeking additional commercial land to accommodate a Costco store and other support uses.

A SEPA threshold determination of non-significance (DNS) for the City's proposal was issued on April 17, 2003. It was determined that there would be no probable environmental impacts associated with the City's proposal because it essentially resulted in no change to allowable uses within the PCD area.

Since the submittal of the City's land use map amendment, the City has proposed additional comprehensive plan amendments including (1) adoption of the March 2001 Park, Recreation, & Open Space Plan by reference as the Park & Recreation Element of the City's Comprehensive Plan; and (2) amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan of the Utilities Element of the City's Comprehensive Plan. These additional proposed changes by the City are addressed herein.

III. ANALYSIS.

A. Wetlands.

1. OPG Application. The OPG site south of Borgen Blvd. has known areas of wetlands. However, there are no known conditions associated with these wetlands that are unusual or that cannot be mitigated under adopted code standards.

2. SHDP's Application. There are few, if any, wetlands associated with the SHDP's site north of Borgen Blvd. It is expected that impacts to any wetlands that may be found on the site can be mitigated under adopted code standards.

3. City's Application for the adoption of 2001 Park, Recreation & Open Space Plan. Impacts associated with the March 2001 Parks, Recreation and Open Space Plan were previously identified during its original adoption and during review of its update under SEPA #03-11. Adoption of the Plan by reference as the Parks & Recreation Element of the City's Comprehensive Plan will result in no changes to the Plan and therefore result in no significant environmental changes or impacts.

4. City's Application for the adoption of 2002 Wastewater Comprehensive Plan. Changes do not result in increase sewerage flow, and either occur in existing right-of-way or in areas not encumbered by environmental constraints or extreme topography. These changes will result in no more environmental impacts than would occur under the existing Wastewater Comprehensive Plan.

5. City's Application for the amendment of the Comprehensive Plan Map for the PCD District. This application does nothing to alter the status quo, it simply places a land use designation on the Comprehensive Plan Map that corresponds to the zoning designation for the individual parcel in the PCD district, as shown on the City's Official Zoning Map.

Conclusion: A GMA city may, at its option, determine that the requirements for environmental analysis, protection and mitigation measures in the GMA city's development regulations and comprehensive plan adopted under chapter 36.70A RCW and in other applicable local, state or federal laws or rules, provide adequate analysis of mitigation for some or all of the specific adverse environmental impacts of an action. WAC 197-11-158(1). In order to make this determination, the City must: (1) review the environmental checklist and other information about the project; (2) identify the specific probable adverse environmental impacts of the project; and (3) determine whether the impacts have been identified in the comprehensive plan or development regulations by avoiding or otherwise mitigating the impacts. WAC 197-11-158(2).

The City has implemented the procedure outlined in WAC 197-11-158(2). Here, the only applications that would result in development that could potentially impact wetlands do not include any specific development proposals showing impacts to the wetlands. Therefore, no specific adverse environmental impacts on wetlands have been identified in

the SEPA checklists. However, SEPA review will proceed in a phased fashion, as allowed under WAC 197-11-060(5), and any impacts to the wetlands will be both identified in subsequent SEPA checklists submitted for the project permit applications and mitigated under the City's existing codes relating to wetlands.

B. Traffic and Transportation.

1. *Standard.* The applicant is required to demonstrate that the significant adverse environmental impacts associated with their respective applications can be reasonably mitigated. RCW 43.21C.060. In addition, the applicant must demonstrate that if the proposed development resulting from approval of the application will cause the level of service on a transportation facility identified in the City's Comprehensive Plan to decline below the standards adopted in the transportation element of the Comprehensive Plan, that the applicant plans to install transportation improvements or strategies acceptable to the City to accommodate the impacts of the development, which shall be made concurrent with the development. RCW 36.70A.070(6).

2. *Applications.* After reviewing the applications, analysis of traffic impacts will center on the OPG and SHDP applications because each of these applications, if approved, will have significant adverse traffic impacts.

(a) OPG Application. The traffic impacts of the OPG Application as identified herein have been analyzed by Dave Skinner of HDR Engineering, in a letter dated June 23, 2003, addressed to John Vodopich, Community Development Director.

(b) SHDP Application. The traffic impacts of the SHDP Application as identified herein have been analyzed by Dave Skinner of HDR Engineering, in a letter dated June 23, 2003, addressed to John Vodopich, Community Development Director.

(c) City's Application for the adoption of the 2001 Park, Recreation & Open Space Plan. There are no significant adverse traffic impacts associated with the adoption of this application. The City plans no development in this Plan that would violate the standard in RCW 36.70A.070(6) or require installation of additional transportation improvements/strategies.

(d) City's Application for the adoption of the 2002 amendments to the City's Wastewater Comprehensive Plan. There are no significant adverse traffic impacts associated with the adoption of this application. The City plans no development in this Plan that would violate the standard

in RCW 36.70A.070(6) or require installation of additional transportation improvements/strategies.

(e) City's Application for the amendment of the Comprehensive Plan Map in the PCD district. This application does nothing to alter the status quo, it simply places land use designations on the Comprehensive Plan Map that most closely corresponds to the zoning designation for the individual parcels in the PCD district in the City's Official Zoning Map. There are no significant adverse traffic impacts associated with the adoption of this application. The City plans no development in this amendment that would violate the standard in RCW 36.70A.070(6) or require installation of additional transportation improvements or strategies.

3. *Existing Conditions.* The properties identified in the OPG and SHDP applications are located near the following City transportation facilities, which under the City's Transportation Comprehensive Plan have a minimum required Level of Service "D". These transportation facilities have the following indicated Level's of Service (LOS) at present and under existing conditions:

1. Borgen Blvd./SR-16/Canterwood Blvd. Intersection LOS: A
2. Borgen Blvd./51st Ave. Intersection LOS: A
3. Borgen Blvd./Peacock Hill Intersection LOS: C

4. *Projected Conditions in 5 years if Applications are Approved and Proposed Mitigation is Constructed.*

(a) As identified in the Traffic Studies submitted by the applicants, if their applications are approved and proposed mitigation is constructed, the resulting traffic would cause the LOS on the transportation facilities identified in 3 above to decline to the following indicated Levels of Service:

1. Borgen Blvd./SR-16/Canterwood Blvd. Intersection LOS: D
2. Borgen Blvd./51st Ave. Intersection LOS: B
3. Borgen Blvd./Peacock Hill Intersection LOS: B
4. Borgen/North-South Connector Intersection* LOS: D

*Note: The Borgen North-South Connector Intersection has not yet been constructed.

(b) The two applicants did not analyze the cumulative effects of traffic if both projects were approved. If both applications are approved and proposed mitigation is constructed, it is expected that the north/south connector intersection will fall below LOS D.

5. *Projected Conditions if Both Projects are Approved and Mitigation Is Not Installed.* If mitigation is not installed as proposed, and if both projects are approved, the LOS on the transportation facilities identified in 3 above shall fall below LOS "D".

6. *Consistency with Environmental Documents in Transportation Element of City's Comprehensive Plan.* In order to address the decline in the LOS on the transportation facilities identified in the City's Transportation Comprehensive Plan, the applicants must construct transportation improvements to ensure compliance with RCW 36.70A.070(6).

The City's Comprehensive Plan, Transportation Element identifies the Borgen Blvd./North-South Connector as a transportation project that may be needed to accommodate future development in this area. This North-South Connector is identified in the plan as totally developer-funded because the need for the Connector arises from private development in this area, not from any deficiency in the City's existing transportation system.

In addition, the applicants both identify the following as proposed mitigation to be constructed concurrent with any development of the properties under the proposed land use designations:

(a) **Borgen Blvd./Peacock Hill:** Intersection modifications including construction of a roundabout or signal.

(b) **Borgen Blvd./North-South Connector:** Construction of multi-lane roundabout.

(c) **Borgen Blvd./51st Avenue Roundabout:** Upgrade existing roundabout to two circulating lanes.

(d) **SR-16/Burnham Drive Roundabout to 51st Avenue.** Fully built-out section providing four travel lanes with median, two bike lanes, sidewalks and planter strips and two circulating lanes around the roundabout.

(e) **51st Avenue roundabout to proposed site.** Two travel lanes with a bike lane, planter strip and sidewalk on the south side only.

The City's consultant Dave Skinner concludes that if the OPG application is approved, all of the above mitigation or similar mitigation will be required to address the traffic impacts of the proposal. He further concludes that if the SHDP application is approved, all of the above mitigation or similar mitigation will be required to address the traffic mitigation of the proposal. Only the North-South Connector has been identified in the City's Transportation Plan, so SEPA has not been done on any of this proposed mitigation.

At this point, because the City is not reviewing a project permit application for development of the site, and looking at a worst-case scenario, it is premature to review this proposed mitigation under SEPA. However, SEPA review will proceed in a phased fashion, as allowed under WAC 197-11-060(5), and any impacts related to proposed mitigation will be both identified in subsequent SEPA checklists submitted for the project permit applications.

7. *Analysis.* The analysis of the Traffic Studies provided by OPG and SHDP with their applications is set forth in the two letters from Dave Skinner to John Vodopich, dated June 23, 2003. Mr. Skinner concurs with the two studies, specifically with the conclusions that the traffic from the two applications will not have adverse environmental impacts that cannot be mitigated. In addition, Mr. Skinner concurs that the proposed mitigation set forth above is the minimum within the range of mitigation that the City would require for a proposed development, if the applications were approved and the properties were appropriately zoned. However, because SEPA has not been performed on any of this proposed mitigation, the City cannot require such mitigation as a condition of approval of these applications.

8. *Impacts that are Not Mitigated.* As set forth on page 4 of the letter from Dave Skinner, private property points of access to the City's transportation facilities may suffer if both of these applications are approved. This would mean that if all of the properties described in the two applications are changed to the land use designation proposed by the two applicants, the following would likely result: (a) traffic volumes will increase, causing a decline in LOS in the nearby intersection; (b) the decline in the LOS of the intersection adjacent to the applicants' properties will cause cars to line up on the applicants' properties as the cars wait to exit the parking lot and enter the roadway from the access point; (c) the more the traffic volumes increase, the more cars will be backed up on the applicants' properties waiting to exit the parking lot and enter the roadway from the access point. This issue will need to be addressed by the applicants in any project permit application, so that the City can ensure that the parking lots are of sufficient size to handle the waiting cars, or evaluate any alternatives to the problem. This is a private property issue and will not be mitigated under SEPA.

9. *Conclusion.* The mitigation set forth in subsection 2 above presents a range of mitigation that the City may require at the time either or both of the applicants submit project permit applications for their individual properties, if either or both of the comprehensive plan amendments are approved. Because SEPA has not been done on any of the proposed mitigation projects, with the exception of the North-South Corridor, which has only undergone a non-project SEPA analysis, the City shall require at the time of project permit application a SEPA analysis of the proposed mitigation. The City may also impose additional mitigation to address the traffic impacts of any project permit application. None of the transportation facility improvements identified as mitigation above, including the North-South Corridor, are City-funded projects, and must be constructed by the applicants (together with any other additional mitigation required by the City at the project permit stage) to be concurrent with the development (as the same is defined in RCW 36.70A.070(6)(b)).

C. Stormwater.

1. OPG Application. The applicant's SEPA checklist indicates that stormwater shall be conveyed into pipes, swales and detention facilities prior to discharge into existing drainage courses. The checklist also states that stormwater issues shall be addressed at a project-specific phase. There are wetlands associated with the site that may affect stormwater system design. However, development of stormwater facilities is addressed in the City's wetland regulations. There is otherwise nothing about the applicant's site or the proposed type of site development that is unusual or would otherwise hinder compliance with the City's adopted stormwater and wetland regulations.

2. SHDP Application. The applicant's SEPA checklist indicates that stormwater issues shall be addressed at a project-specific phase. There is nothing about the applicant's site or the proposed type of site development that is unusual or would otherwise hinder compliance with the City's adopted stormwater regulations.

3. City's Application for the adoption of the 2001 Park, Recreation & Open Space Plan. No impacts on stormwater are expected.

4. City's Application for the adoption of the 2002 Wastewater Comprehensive plan amendments. No impacts on stormwater are expected.

5. City's application for amendment of the Comprehensive Plan Map for the PCD District. This application does nothing to alter the status quo. No impacts are expected.

Conclusion. It is expected that all stormwater impacts can be addressed under existing City stormwater and wetland regulations. See the explanation of WAC 197-11-158 under section III(A) above.

D. Water.

1. OPG Application. The applicants have applied for and received a concurrency certificate under the City's concurrency regulations. Based on the City's current water rights for withdrawal this change would not dramatically affect the City's water infrastructure. However, the change in land use to commercial would cause increased need for fire suppression and storage volume. The City's water comprehensive plan and the Gig Harbor North Pre-Annexation Agreement identifies the requirements of the Gig Harbor North development to construct a new water storage facility as needed, together with a new water source to serve the developments. Currently, the site is proposed to be served by a combination of the existing City water

line on Borgen Boulevard and a new water line from the proposed well and storage tank in Gig Harbor North that would satisfy the water comprehensive plan flow requirement for typical commercial property.

At the time of project permit application, the applicant shall be required to submit information demonstrating the City's ability to provide both water supply and storage necessary to satisfy the requirements for the proposed project development. The applicant shall be required to submit information to the City for modification of the City's existing water system infrastructure model and identify any deficiencies caused by the proposed project.

SHDP Application. The applicants have applied for and received a concurrency certificate under the City's concurrency regulations. (See comments under D(1) above).

3. City's Application for the adoption of the 2001 Park, Recreation & Open Space Plan. This application does nothing to alter the status quo. No impacts are expected.

4. City's Application for amendments to the 2002 Wastewater Comprehensive Plan. This application does not alter existing sewer capacity or have any impacts on water usage. No impacts are expected.

5. City's application for the amendment of the Comprehensive Plan Map for the PCD District. This application does nothing to alter the status quo. No impacts are expected.

Conclusion. See the explanation of WAC 197-11-158 under section III(A) above.

E. Sewer.

1. OPG Application. As stated in the letter from Dave Skinner, the impacts of the proposed comprehensive land use change from business/employment center to commercial would likely decrease the demand because the former uses more sewer service with daily employees, as opposed to commercial patrons. Because additional capacity is not required for this application, the City has not analyzed whether or not there is adequate capacity in the City's sewer system.

2. SHDP's Application. (See comments under E(1) above).

3. City's Application for the adoption of 2001 Park, Recreation & Open Space Plan. This application does nothing to alter the status quo. No impacts are expected.

4. City's Application for the adoption of amendments to the 2002 Wastewater Comprehensive Plan. This application does not alter existing sewer capacity. It merely redirects sewer flow within the same collection basins to better reflect existing topography. No impacts are expected.

5. City's Application for the amendment of the Comprehensive Plan Map for the PCD District. This application does nothing to alter the status quo. No impacts are expected.

Conclusion. See the explanation of WAC 197-11-158 under section III(A) above.

F. Noise.

1. OPG Application. The SEPA checklist submitted by OPG identified both temporary construction noise and long-term noise associated with traffic. Proposed mitigation for construction noise included limiting hours in the early morning and late evenings. No mitigation has been proposed for long-term noise impacts associated with traffic. The noise levels associated with commercial development are typically acceptable for commercial zones that do not abut residential development. Noise impacts on residential development may be mitigated through the arrangement, orientation and construction techniques of buildings on the site along with sound walls and vegetative buffering around the perimeter of the site. At this point, there is insufficient information to determine noise impacts on abutting residential zones and/or development. Mitigation measures would more appropriately be determined at the time of project review.

2. SHDP's Application. SHDP submitted a noise study dated May 23, 2003 that was prepared by Daly Standlee & Associates, Inc. The noise study was based upon a specific site plan that was attached to the noise study, but which had not been submitted to the City for formal site plan and design review. It has therefore not been determined if the site plan conforms to all City development standards, particularly in regards to the building location and orientation assumed in the noise study. The study assumed that the building would be located to the rear of the property. It therefore anticipated that noise associated with the development would be projected southward with the building acting as a barrier between retail uses and the Canterwood Development to the north. However, City standards typically require the building to be placed at the front setback line with parking located to the rear of the building. This arrangement would be opposite of what the noise study assumes. Impacts related to noise would more appropriately be determined at the time of project review. This approach would be consistent with the applicant's response regarding other potential impacts associated with site development. He responded to numerous SEPA checklist questions by stating, "*Non-project action – refer to future SEPA*".

3. City's Application for the adoption of the 2001 Park, Recreation & Open Space Plan. There are no anticipated noise impacts associated with the adoption of this Plan, which is purely procedural.

4. City's Application for the adoption of amendments to the 2002 Wastewater Comprehensive Plan. There are no anticipated noise impacts associated with the adoption of the amendments to this Plan.

5. City's Application for the amendment of the Comprehensive Plan Map for the PCD District. This application does nothing to alter the status quo. No impacts are expected.

Conclusion. No specific impacts related to noise can be determined apart from an approvable site plan. Therefore, no specific adverse environmental impacts related to noise have been identified. However, SEPA review will proceed in a phased fashion, as allowed under WAC 197-11-060(5), and any impacts related to noise will be both identified in subsequent SEPA checklists submitted for the project permit applications and mitigated under existing City and/or State codes relating to noise.

IV. SUMMARY OF REQUIRED MITIGATION

The following listing itemizes proposed and/or necessary means of mitigating and/or further identifying impacts associated with proposed 2003 comprehensive plan amendments, as identified in the above analysis.

1. SEPA review will proceed in a phased fashion, as allowed under WAC 197-11-060(5), and any impacts to the wetlands will be both identified in subsequent SEPA checklists submitted for the project permit applications and mitigated under the City's existing codes relating to wetlands.

2. SEPA review will proceed in a phased fashion, as allowed under WAC 197-11-060(5). The City shall require at the time of project permit application a SEPA analysis of the proposed mitigation. The City may also impose additional mitigation to address the traffic impacts of any project permit application. None of the transportation facility improvements identified as mitigation above, including the North-South Corridor, are City-funded projects, and must be constructed by the applicants (together with any other additional mitigation required by the City at the project permit stage) to be concurrent with the development (as the same is defined in RCW 36.70A.070(6)(b)).

3. At the time of project permit application, the applicant shall be required to submit information demonstrating the City's ability to provide both water supply and storage necessary to satisfy the requirements for the proposed project development. The applicant shall be required to submit information to the City for modification of the

City's existing water system infrastructure model and identify any deficiencies caused by the proposed project.

4. Any impacts related to noise will be both identified in subsequent SEPA checklists submitted for the project permit applications and mitigated under existing City and/or State codes relating to noise.

5. The following mitigation shall be constructed concurrent with any development of the properties under the proposed land use designations:

(a) **Borgen Blvd./Peacock Hill:** Intersection modifications including construction of a roundabout or signal.

(b) **Borgen Blvd./North-South Connector:** Construction of multi-lane roundabout.

(c) **Borgen Blvd./51st Avenue Roundabout:** Upgrade existing roundabout to two circulating lanes.

(d) **SR-16/Burnham Drive Roundabout to 51st Avenue.** Fully built-out section providing four travel lanes with median, two bike lanes, sidewalks and planter strips and two circulating lanes around the roundabout.

(e) **51st Avenue roundabout to proposed site.** Two travel lanes with a bike lane, planter strip and sidewalk on the south side only.

V. LEAD AGENCY THRESHOLD DETERMINATION: CITY OF GIG HARBOR

The City of Gig Harbor SEPA Responsible Official has determined that there are no probable adverse environmental impacts on the environment associated with the identified comprehensive plan applications, as set forth above, provided that mitigation measures as specified in Section IV above are imposed

This MDNS is in addition to and incorporates all other MDNS's and DNS's specifically referenced herein, and does not modify any other MDNS.

An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. The information is available to the public on request.

This MDNS is issued under WAC 197-11-355. The lead agency will not act on this proposal for at least 14 days from the date below, or by the date comments are due,

whichever period is longer. Comments must be submitted by 5:00 p.m. to the City Community Development Department by July 9, 2003.

Any interested person may appeal this final threshold determination to the City of Gig Harbor as provided in Gig Harbor Municipal Code Section 18.04.230. The written appeal, which must be accompanied by a filing fee of \$150.00, must be filed by 5:00 p.m. on July 9, 2003 with the City Community Development.

SEPA Responsible Official: Steve Osguthorpe, AICP
Position Title: Planning and Building Manager

Address: City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Phone: (253) 851-6170

Signature:  Date: 6-23-03

June 23, 2003

John Vodopitch
Director of Community Development
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

JUN 25 2003

RE: Review of Submitted Comp Plan Amendment Applications from Olympic Property Group.
- REVISION #1

Mr. Vodopich,

On May 23, 2003 Olympic Property Group (OPG) submitted additional information to the City pertaining to their original July 11, 2002 application for a text amendment to the existing comprehensive plan. Subsequently the City forwarded the updated information to HDR Engineering, and requested a review and comment on the identified impacts to the City's existing infrastructure.

I have broken the review into four separate categories for your use in incorporating the information into the SEPA determination.

1. Transportation
2. Storm Drainage
3. Water Facilities
4. Sewer Facilities

Existing Conditions

The existing property is located along the south side of Borgen Boulevard approximately 1,700 feet east of Home Depot. The site is currently accessed from Borgen Boulevard and is proposed to be served by the utilities and infrastructure currently installed along Borgen Boulevard. The site is currently designated as employment/ business park. Current site conditions are forested with steep slopes and various wetlands.

Transportation

The information received from OPG explained their understanding of the transportation impacts related to the comp plan amendment request and specifically stated in their opinion the Traffic Impact Analysis performed by The Transpo Group dated September 19, 2002 is still applicable since that report was based on the same site information identified in their original application at the time

the report was prepared. OPG also included a brief memo from The Transpo Group dated May 23, 2003 reiterating that the impacts and mitigation measures to the City's transportation infrastructure had not changed since the original amendment application was submitted. The memo identified three mitigation measures required to offset the transportation impacts from the development. They are as follows:

- **Borgen Blvd / Peacock Hill:** Intersection modifications including construction of a roundabout or signal.
- **Borgen Blvd. / North-South Connector:** Construction of multi-lane roundabout.
- **Borgen Blvd. / 51st Ave. Roundabout:** Upgrade existing roundabout to two circulating lanes.

Previous traffic reports on the transportation impacts from the change in land use suggested additional mitigation measures to Borgen Blvd. that included:

- ◆ **SR-16/Burnham Roundabout to western entrance of Target/Home Depot**
Fully built out section providing 4 travel lanes with median, 2 bike lanes, sidewalks and planter strips and two circulating lanes around the roundabout.
- ◆ **Western entrance of Target/Home Depot to 51st Ave roundabout**
Two travel lanes with additional widening at side entrances with bike lanes, sidewalks and planter strips.
- ◆ **51st Ave. roundabout to proposed site**
Two travel lanes with a bike lane, planter strip and sidewalk.

For the purpose of this report HDR has made the assumption that the current application by OPG and the subsequent impacts are the same as originally identified in the original Comprehensive Plan Amendment proposal submitted on July 11, 2002. It is further assumed that through the memo the applicant is requesting that the proposed comprehensive plan land use map be amended to show the applicants 35 acres as commercial.

Existing Traffic Conditions

The City recently retained Trafficount to conduct existing weekday PM peak and Saturday peak turning movement counts at all study intersections in the Borgen Blvd. Corridor. Counts were taken on March 13, 2003 and March 22, 2003 respectively. These counts revealed that the current

2003 daily traffic volumes on Borgen Blvd. are about 20% lower than prior estimates in the original EIS/traffic planning studies for the GHN planning area.

As noted in earlier traffic reviews, this application is for an Amendment to the Comprehensive Plan and therefore requires the applicant to verify that the increased impacts to City facilities can be properly mitigated without degrading the existing facilities below the thresholds identified in the comp plan. This application does not bind the applicant into a specific development but merely an approved land use category and therefore any development that meets the requirements of a commercial zone can be constructed and the impacts to the public facilities can vary based on the actual type of development. It should be noted that the applicant has submitted traffic information based on the development of a large commercial facility and has assumed that this data represents a "worse case" scenario for the commercial area. Any other uses would have a reduced impact on the transportation network and therefore the traffic generation numbers in the analysis are considered valid for this level of analysis.

A detailed roadway link and roundabout analysis should be performed at the time of detailed project submittal and incorporated into the final project TIA. Details of all mitigation options will need to be investigated in the final project TIA and should include the most up to date traffic data available at the time of submittal.

Analysis Criteria

Verification of the submitted data was performed by reviewing the current edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual (sixth edition, 1997) and comparing the trip generation numbers identified with those in the manual. The trip numbers when compared to the anticipated ITE trip numbers were found to be within an acceptable and reasonable range. On May 7, 2003 a meeting was conducted to establish acceptable trip distribution for the Gig Harbor North Area. The distribution patterns were conveyed to the applicant's traffic engineer and subsequently utilized in the applicant's calculations and final recommendations. It was found upon review that both the trip distribution and the traffic generation numbers were acceptable with common transportation engineering practice.

To analyze the project impacts relative to the existing transportation element of the comprehensive plan from the change from business park to the proposed commercial use, The Transpo Group submitted a supplement to the TIA dated June 13, 2003 that identified three parameters relative to traffic at key intersections along Borgen Blvd.

1. Existing Level of Service.
2. Full corridor build-out with current land use (year 2023).
3. Full corridor build-out with land use change to commercial (year 2023).

If any of the key intersections along the corridor fall below the acceptable LOS "D" as identified in the Transportation Element of the Com Plan then mitigation must be identified to raise the LOS back up to acceptable standards. The mitigation identified is shown as an example of possible improvements to the transportation network to offset the increase in traffic as a result of development and is not meant to be an exhaustive list of mitigation that may be proposed at the time of project submittal.

The submitted information concluded that in the year 2023 with the change in land use from business park to commercial the Borgen/Peacock intersection, the new roundabout at the intersection of the North-South connector and Borgen Blvd., and the Borgen/51st roundabout would operate at unacceptable LOS during the weekday PM peak period. Mitigation improvements would be required at all three locations consisting of the following:

- Construction of a roundabout or signal with added eastbound left-turn lane at the Borgen/Peacock intersection.
- Construction of a multi-lane roundabout at the North-South Connector/Borgen intersection.
- Restripping the 51st Ave roundabout to provide two circulating lanes.

The information provided by the applicant did not include a detailed analysis of each leg of the SR-16 "oval" roundabout only that the overall intersection will continue to operate at an acceptable LOS. Based on other analyses that have been performed for the Borgen Blvd. corridor a detailed analysis of each leg of the roundabout should be performed and mitigation should be required to address any deficiencies indicated in the analysis.

The additional information provided by the applicant discussed the construction of a multi-lane roundabout at the planned N-S Connector and Borgen Blvd. intersection and that the anticipated LOS for this intersection will be a LOS B. The applicant described this intersection as the primary access to most of the OPG parcels located south of Borgen Blvd. Additional accesses from OPG property have not been identified at this time and the volume to the new N-S Connector is critical to the overall operation of the roundabout and the subsequent LOS. It is anticipated that the LOS at this intersection will fail if all of the planned land uses are developed south of Borgen Blvd. without additional access points regardless of the proposed change in land use. The operation and traffic volumes projected for this intersection must be addressed through a detailed TIA at the time of detailed project submittal. Any and all future access points along Borgen Blvd. must be approved by the City of Gig Harbor prior to development and mitigation for impacts will be required.

Based on the limited information provided by the applicant, the Borgen Blvd. arterial/corridor may have sufficient capacity to accommodate both 2023 baseline traffic and sufficient capacity to

accommodate the change in land use proposed with the construction of the indicated mitigation improvements, however a more detailed analysis will be required at the time of specific project submittal.

It should be noted that there currently exists a number of private accesses into the developments along Borgen Blvd. that may fail as a result of full build out of the properties in Gig Harbor North. These accesses are privately owned and therefore do not fall under the responsibility of the City to require mitigation for LOS standards however the applicant should be made aware that additional mitigation may be required by the private parties at the time of specific project submittal.

Transportation Recommendations

The outcome from the proposed comp plan amendment and subsequent development of the subject property will result in insufficient transportation facilities at various locations along Borgen Blvd. The applicant has provided preliminary analysis of potential mitigation for the anticipated transportation impacts. The proposed creation of a roundabout at Peacock Hill and the North-South Connector together with modifications to the existing roundabout at 51st Ave and widening of Borgen Blvd. may result in an acceptable level of service. As discussed earlier, additional accesses to Borgen Blvd. may need to be evaluated to reduce the potential volumes exceeding the capacity of the proposed roundabout at the N-S Connector and Borgen Blvd. Each of the proposed traffic mitigation measures suggested in the analysis should be detailed and analyzed in a project specific TIA at the time of project submittal.

Stormwater

The City currently requires all development to conform to the Gig Harbor Stormwater design manual for the treatment of generated stormwater from the proposed development. The amount of stormwater required for treatment is directly proportional to the new impervious area proposed. As the applicant stated in the application, the change from business park to commercial would not likely result in an increase in impervious area. Either land use would be required to treat all stormwater generated on the site prior to release off site regardless of the amount. The proposed land use change will not have an impact on the City's existing stormwater system since all stormwater must be retained and treated on site prior to release at the pre-existing rates, however roadway improvements along Borgen Blvd. will require the installation of underground stormwater conveyance systems that meet the City's current design standards.

Water

The proposed change from business park to commercial may have minor impacts to the City's existing water infrastructure. Based on the City's current water rights for withdrawal this change would not dramatically affect the City, however the possible increase need for fire suppression and storage volume required for commercial development over the requirements for employment centers could offset the benefit of reduced daily demand. The City's water comprehensive plan and the Gig Harbor North Pre-annexation Agreement identifies the requirements of Gig Harbor North development to construct a new water storage facility as needed, together with a new water source to serve the developments.

Currently, the site is proposed to be served by a combination of the existing City water line on Borgen Boulevard and a new water line from the proposed well and storage tank in Gig Harbor North which would satisfy the comp plans flow requirement for typical commercial property (3000 gpm).

The applicant should be required to verify the City's ability to provide both water supply and storage necessary to satisfy the requirements for the change from business park to commercial land use. The applicant should be required to modify the City's existing water system infrastructure model and identify any deficiencies caused by the change in land use.

It should be noted that the City does not guarantee the availability of water and is bound by the water rights currently permitted through the Washington State Department of Ecology. The City has submitted a request for additional water rights for the Gig Harbor North area however the approval and timing is unknown.

Sanitary Sewer

As with the water system, the proposed change to commercial from business/ employment center would have minor impacts to the City's existing sewer infrastructure. Specifically, the calculated demand from a typical business park would be higher due to the increase in daily employees over commercial patrons. The result in the change from business park to commercial would likely result in a reduction in the sanitary sewer required to be treated per day.

Summary

Based on the information provided by the applicant and review of the City's existing infrastructure adequate facilities are in place with the exception of the transportation system to accommodate the change in land use proposed by the applicant. However, before any specific developments are approved a detailed analysis should be made on each of the City's systems and impacts should be defined with appropriate mitigation measures identified.

Thank you for the opportunity to review and comment on this proposed comp plan amendment. Please feel free to contact me at 360-754-4243 regarding this information or anything else you require assistance with.

Sincerely,



David R. Skinner
Senior Project Manager
HDR Engineering, Inc.

JUN 25 2003

June 23, 2003

John Vodopich
Director of Community Development
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: Review of Submitted Comp Plan Amendment Application from SHDP Associates, LLC.
- REVISION #1

Mr. Vodopich,

On May 23, 2003 SHDP Associates, LLC submitted additional information including a detailed Traffic Impact Analysis (TIA) to the City pertaining to their May 5, 2003 application for a comp plan amendment to the existing comprehensive plan. Subsequently the City forwarded the updated information to HDR Engineering, and requested a review and comment on the identified impacts to the City's existing infrastructure.

I have broken the review into four separate categories for your use in incorporating the information into the SEPA determination.

1. Transportation
2. Storm Drainage
3. Water Facilities
4. Sewer Facilities

Existing Conditions

The existing property is located north of the existing Gig Harbor North development (Target/Albertson's) on the south and Canterwood residential community on the north. The site is planned to access off of the existing Borgen Blvd. east of the existing Albertson location. The applicant's proposal is to change from existing residential and business park to commercial land use designation.

Transportation

Included in the applicant's information is a Traffic Impact Analysis (TIA) prepared by Gibson Traffic Consultants (GTC) dated May 22, 2003. The TIA addressed existing traffic levels of service

(LOS) along the Borgen Blvd corridor and the anticipated impacts and mitigation required for the development of the subject property as commercial. It should be noted that the proposed development analyzed in the TIA anticipated the development of a 148,663 SF discount retail store, 32,000 SF gas station and 150 new town homes to establish projected trip generation volumes. This development would be a "worst case" scenario based on the high volume of use for a discount retail store of this size. The "worst case" was used to evaluate the existing land use impacts on the transportation network versus the proposed change in land use and the mitigation that would be required if the development was constructed in 2005. At the time of a specific development application is submitted to the City, the TIA will be required to be modified to reflect the actual traffic demands and mitigation that would be required to offset the impacts.

The TIA identified potential mitigation measures required to offset the transportation impacts from the development. They are as follows:

- **Borgen Blvd / Peacock Hill:** Intersection modifications including construction of a roundabout or signal.
- **Borgen Blvd. / North-South Connector:** Construction of multi-lane roundabout.
- **Borgen Blvd. / 51st Ave. Roundabout:** Upgrade existing roundabout to two circulating lanes.
- **Borgen Blvd. Improvements:**
 - Add an eastbound lane along Borgen Blvd between the SR-16 "oval" roundabout and the new North-South Connector roundabout.
 - Add a westbound lane along Borgen Blvd. between the new North-South Connector roundabout and the 51st Ave. roundabout.

Existing Traffic Conditions

The City recently retained Trafficount to conduct existing weekday PM peak and Saturday peak turning movement counts at all study intersections in the Borgen Blvd. Corridor. Counts were taken on March 13, 2003 and March 22, 2003 respectively. These counts revealed that the current 2003 daily traffic volumes on Borgen Blvd. are about 20% lower than prior estimates in the original EIS/traffic planning studies for the GHN planning area. As identified in the TIA by Gibson Traffic Consultants, all intersections along Borgen Blvd. operate at LOS C or better during both weekday and Saturday peak periods, except the Home Depot rear entrance driveway/NB (LOS F) and the Albertson's main/SB driveway approach (LOS D).

As noted in earlier traffic reviews, this application is for an Amendment to the Comprehensive Plan and therefore requires the applicant to verify that the increased impacts to City facilities can be properly mitigated without degrading the existing facilities below the thresholds identified in the comp plan. This application does not bind the applicant into a specific development but merely an approved land use category and therefore any development that meets the requirements of a commercial zone can be constructed and the impacts to the public facilities can vary based on the actual type of development. It should be noted that the applicant has submitted traffic information based on the development of a large commercial facility and has assumed that this data represents a "worse case" scenario for the commercial area. Any other uses would have a reduced impact on the transportation network and therefore the traffic generation numbers in the analysis are considered valid for this level of review.

A detailed roadway link and roundabout analysis should be performed at the time of detailed project submittal and incorporated into the final project TIA. Details of all mitigation options will need to be investigated in the final project TIA and should include the most up to date traffic data available at the time of submittal.

Analysis Criteria

Verification of the submitted data was performed by reviewing the current edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual (sixth edition, 1997) and comparing the trip generation numbers identified with those in the manual. It should be noted that the applicant has utilized trip generation numbers from actual traffic counts from existing large retail facilities equivalent to the one proposed. The trip numbers when compared to the anticipated ITE trip numbers and found to be within an acceptable and reasonable range. On May 7, 2003 a meeting with the applicant's traffic engineer was conducted to establish acceptable trip distribution for the Gig Harbor North Area. These distribution patterns were then utilized in the applicant's calculations and final recommendations. It was found upon review that both the trip distribution and the traffic generation numbers were acceptable with common transportation engineering practice.

To analyze the project impacts relative to the existing transportation element of the comprehensive plan from the change from residential and business park to the proposed commercial use, GTC submitted a supplement to the TIA dated June 16, 2003 that identified three parameters relative to traffic at key intersections along Borgen Blvd.

1. Existing Level of Service.
2. Full corridor build-out with current land use (year 2022).

3. Full corridor build-out with land use change to commercial (year 2022).

If any of the key intersections along the corridor fall below the acceptable LOS "D" as identified in the Transportation Element of the Com Plan then mitigation must be identified to raise the LOS back up to acceptable standards. The mitigation identified is shown as an example of possible improvements to the transportation network to offset the increase in traffic as a result of development and is not meant to be an exhaustive list of mitigation that may be proposed at the time of project submittal.

The submitted information concluded that in the year 2022 with the change in land use from residential to commercial the Borgen/Peacock intersection, the new roundabout at the intersection of the North-South connector and Borgen Blvd., and the northbound off ramp of SR-16 at the "oval" roundabout would operate at an unacceptable LOS F during the weekday PM peak period. Mitigation improvements would be required at all three locations consisting of the following:

- Construction of a multi-lane roundabout at the Borgen/Peacock intersection.
- Construction of a multi-lane roundabout at the North-South Connector/Borgen intersection.
 - The northbound access to the roundabout would require two lanes entering the roundabout.
- Widening of the northbound SR-16 off ramp to roundabout to accommodate a longer storage length.

The analysis also indicated that with the multi-lane roundabout and two northbound lanes at the N-S Connector/Borgen intersection that the LOS would still be below acceptable LOS conditions at peak periods, therefore the analysis recommended an additional north access east of the planned N-S Connector intersection.

With the indicated mitigation improvements the Borgen Blvd. arterial/corridor would have sufficient capacity to accommodate both 2022 baseline traffic and sufficient capacity to accommodate the change in land use proposed.

It should be noted that the TIA also identified a number of private accesses into the developments along Borgen Blvd. as failing as a result of full build out of the properties in Gig Harbor North. These accesses are privately owned and therefore do not fall under the responsibility of the City to require mitigation for LOS standards however the applicant should be made aware that additional mitigation may be required by the private parties at the time of specific project submittal.

Transportation Recommendations

The outcome from the proposed comp plan amendment and subsequent development of the subject property will result in insufficient transportation facilities at various locations along Borgen Blvd. The applicant has provided preliminary analysis of potential mitigation for the anticipated transportation impacts. The proposed creation of a roundabout at Peacock Hill and the North-South Connector together with modifications to the existing roundabout at 51st Ave and widening of Borgen Blvd. may result in an acceptable level of service. Each of the proposed traffic mitigation measures suggested in the analysis should be detailed and analyzed in a project specific TIA at the time of detailed project submittal.

Stormwater

The City currently requires all development to conform to the Gig Harbor Stormwater design manual for the treatment of generated stormwater from the proposed development. The amount of stormwater required for treatment is directly proportional to the new impervious area proposed. The proposed change from residential land use to commercial will increase the amount of impervious surface and subsequently require a larger amount of stormwater to be treated prior to release from the site. Either land use would be required to treat all stormwater generated on the site prior to release off site regardless of the amount. The proposed land use change will not have an impact on the City's existing stormwater system since all stormwater must be retained and treated on site prior to release at the pre-existing rates, however roadway improvements along Borgen Blvd. will require the installation of underground stormwater conveyance systems that meet the City's current design standards.

Water

The proposed change to commercial land use from residential would have minor impacts to the City's existing water infrastructure. Based on the City's current water rights for withdrawal the change from residential to commercial would be a beneficial to the City because of the net reduction in demand however the increased need for fire suppression and storage volume required for commercial development will offset the benefit of reduced daily demand. The City's water comprehensive plan identifies the requirements of Gig Harbor North development to construct a new water storage facility as needed together with a new water source.

Currently, the site is served by a City water line on 51st Ave and Borgen Blvd that satisfies the comprehensive plans flow requirement for typical commercial property (3,000 gpm).

The applicant should be required to verify the City's ability to provide both water supply and storage necessary to satisfy the requirements for any planned development at the time of project specific application. In addition the applicant should be required to modify the City's existing water system infrastructure model and indemnify any deficiencies caused by the change in land use.

It should be noted that the City does not guarantee the availability of water and is bound by the water rights currently permitted through the Washington State Department of Ecology. The City has submitted a request for additional water rights for the Gig Harbor North area, however the approval and timing is unknown.

Sanitary Sewer

As with the water system, the proposed change to commercial from residential would have minor impacts to the City's existing sewer infrastructure. Specifically, the calculated demand from a typical residential development would be higher due to the increase in daily employees over commercial patrons. The result in the change from residential to commercial would likely result in a reduction in the sanitary sewer required to be treated per day.


Currently, a City gravity sewer line on 51st Avenue that satisfies the sewer comprehensive plan line requirements for typical commercial property serves the site. The applicant should be required to verify the City's ability to provide sewer conveyance and treatment necessary to satisfy the requirements for any planned development at the time of project specific application.

Summary

Based on the information provided by the applicant and review of the City's existing infrastructure, adequate facilities are in place with the exception of the transportation system to accommodate the change in land use proposed by the applicant. However, before any specific developments are approved a detailed analysis should be made on each of the City's systems and impacts should be defined with appropriate mitigation measures identified.

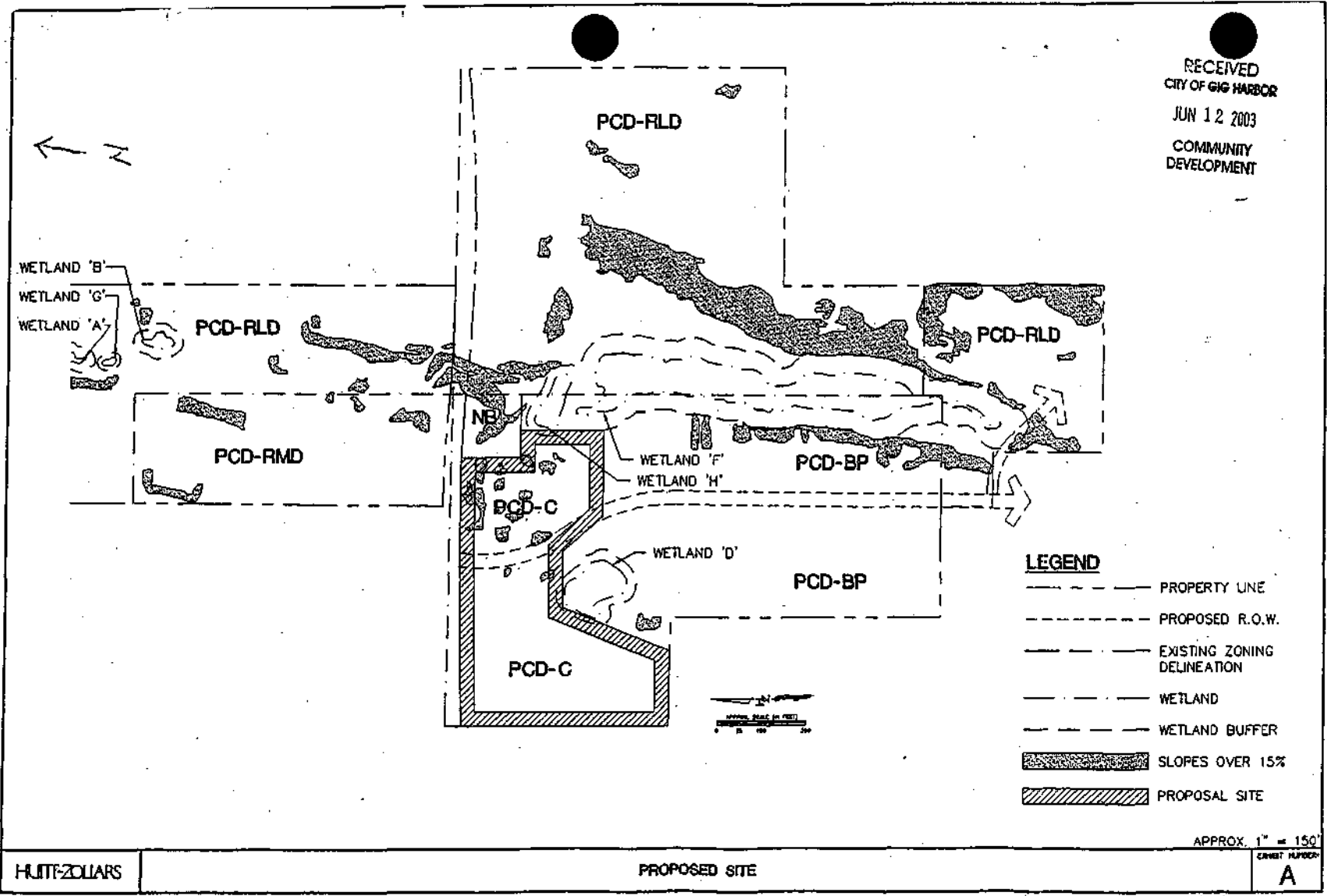
Thank you for the opportunity to review and comment on this proposed comp plan amendment. Please feel free to contact me at 360-754-4243 regarding this information or anything else you require assistance with.

Sincerely,



David R. Skinner
Senior Project Manager
HDR Engineering, Inc.

RECEIVED
 CITY OF GIG HARBOR
 JUN 12 2003
 COMMUNITY
 DEVELOPMENT



- LEGEND**
- — — — — PROPERTY LINE
 - - - - - PROPOSED R.O.W.
 - - - - - EXISTING ZONING DELINEATION
 - - - - - WETLAND
 - - - - - WETLAND BUFFER
 - ▨ SLOPES OVER 15%
 - ▨ PROPOSAL SITE

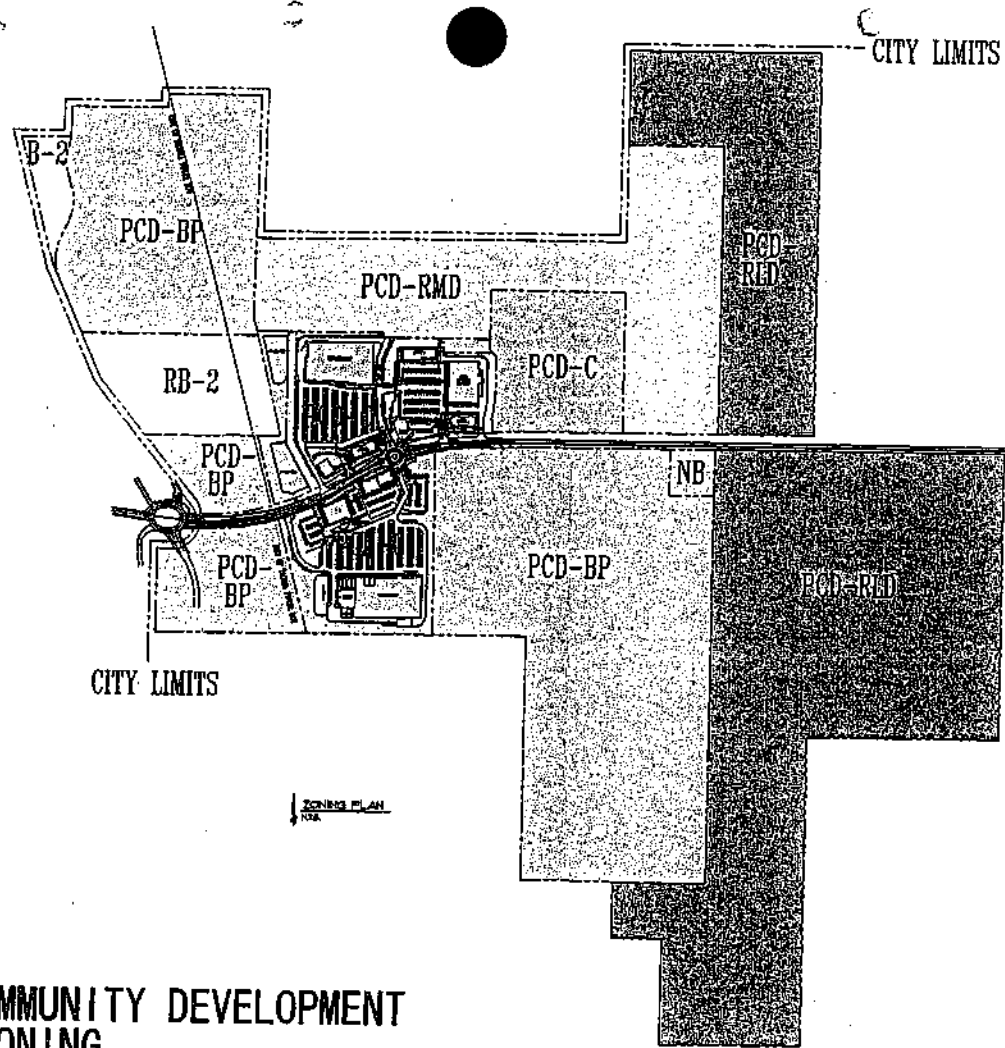
APPROX. 1" = 150'
 SHEET NUMBER
A

HUITT-ZOLIARS

PROPOSED SITE

Exhibit "A"

\\15050101\dwg\05010101.dwg, 07/15/2002 11:11:02 AM, patjphn



**PLANNED COMMUNITY DEVELOPMENT
PROPOSED ZONING**
Gig Harbor, Washington

DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.
1000 1st St. Ste. 200 Gig Harbor, WA 98559 Tel: 253-838-1100 Fax: 253-838-1101

PROPOSED ZONING *Exhibit "B"*

DATE	1-20-03
NO. 1	001-03
FILE NO.	0-0378



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

**REVISED Staff Report to the Planning Commission
Community Development Department
Comprehensive Plan Text Amendment #02-01, Olympic Property Group
Comprehensive Plan Text Amendment #02-02, SHDP Associates, LLC
Revision to Generalized Land Use Categories –
Planned Community Development (PCD)
January 30, 2003**

I. REQUEST

The applicants are both proposing a textual amendment to the Planned Community Development (PCD) generalized land use category section of the 1994 City of Gig Harbor Comprehensive Plan (page 9). Both proposals would increase the commercial land use allocation in the area commonly known as 'Gig Harbor North'.

II. GENERAL INFORMATION

#02-01, Olympic Property Group (OPG)

APPLICANT/OWNER:
Olympic Property Group
Jon Rose, P.E., President
19245 Tenth Avenue NE
Poulsbo, WA 98370-7456
(360) 697-6626
(360) 697-1156 Fax

AGENT/CONTACT:
Huitt-Zollars
Carl Stixrood
814 East Pike Street
Seattle, WA 98122
(206) 324-5500
(206) 328-1880 Fax

#02-02, SHDP Associates, LLC

APPLICANT/OWNER:
SHDP Associates, LLC
1359 North 205th Street, Suite B
Seattle, WA 98133
(206) 533-2181
(206) 533-2164 Fax

AGENT/CONTACT:
Dale Pinney
1359 North 205th Street, Suite B
Seattle, WA 98133
(206) 533-2181
(206) 533-2164 Fax

III. PROPERTY DESCRIPTION

1. **Location:** The Planned Community Development (PCD) as designated in the comprehensive plan and more commonly known as Gig Harbor North.
2. **Site Area/Acreage:** The Planned Community Development (PCD) comprehensive plan land use designation encompasses approximately 500 acres (gross).
3. **Zoning:** The Planned Community Development (PCD) designation is comprised of the following zoning districts: Planned Community Development Low Density Residential (RLD); Planned Community Development Residential Medium Density (PCD-RMD); Planned Community Development Commercial (PCD-C); Planned Community Development Business Park (PCD-BP); and Planned Community Development Neighborhood Business (PCD-NB).
4. **Proposed Zoning:** The proposed zoning, if the comprehensive plan amendment were approved would be Planned Community Development Commercial (PCD-C). A site-specific rezone would be necessary in order to implement the proposed textual amendment. In order for the site-specific rezone to be granted, a finding of consistency with the comprehensive plan must be made, and all of the criteria in GHMC Section 17.100.035 must be satisfied.
5. **Comprehensive Plan Designation:**
Existing: Planned Community Development (PCD)
Proposed: Planned Community Development (PCD), no change in comprehensive plan land use designation is proposed.

IV. BACKGROUND INFORMATION

#02-01, Olympic Property Group (OPG)

The applicant, Olympic Property Group is proposing an increase to the allowable commercial area and a reduction in the allowable employment area in the PCD land use category in the Gig Harbor North area. The applicant proposes to increase the commercial land use allocation in the PCD from a 10% maximum to an 18% maximum and a reduction in the employment land use allocation in the PCD from a 25% minimum to a 20% minimum.

The proposed amendment is as follows (additions **bold /underlined**, deletions **~~bold/struck~~**):

Gig Harbor Comprehensive Plan, November 1994 – Pages 9 & 10

**9. Generalized Land Use Categories
Planned Community Development**

A Planned Community Development (PCD) incorporates all of the other land use designations into a site development without prescribing a specific land use or zoning designation on a parcel(s) or site(s). The purpose of a PCD is to promote optimum site development options which are compatible with the communities' planning goals and interests. A PCD should meet the following minimum general guidelines:

- Minimum area allocated must be 100 acres.
- Land Use allocation should be as follows:
 - Residential 45% maximum
 - Commercial ~~10%~~ **18%** maximum
 - Employment ~~25%~~ **20%** minimum
 - Parks/Open Space 10% minimum
 - Schools 10% minimum
- Residential may consist of:
 - Housing units above or connected to commercial shops;
 - Allowances for Single Room Occupancy (SRO) housing;
 - Studio apartments;
 - Parks for full size and efficiency sized manufactured housing units.
- The allocations for Parks/Open Space and Schools may be combined.
- Site development design must be consistent with Community Design standards of the Comprehensive Plan and adopted design guidelines.

The applicant offers three alternatives for consideration in support of the increase to the commercial land use allocation:

Alternative 1 (village center clause added)

Alternative to encourage pedestrian oriented scale retail development.

Commercial 10% maximum **which can be increased to 18% maximum in the Gig Harbor North Area if a minimum of 20% of the additional 8% increase includes a village center that is pedestrian in character and contains smaller-scale commercial uses.**

Alternative 2 (residential displacement clause added)

Alternative to assure that impact to residential capacity is avoided.

Commercial 10% maximum **which can be increased to 18% maximum in the Gig Harbor North Area if such increase does not result in a lessening of residential capacity in the PCD District.**

Alternative 3 (residential displacement and village center clauses added)

Alternative to encourage pedestrian oriented scale retail development and assure that impact to residential capacity is avoided.

Commercial 10% maximum which can be increased to 18% maximum in the Gig Harbor North Area if such increase does not result in a lessening of residential capacity in the PCD District and if a minimum of 20% of the additional 8% increase includes a village center that is pedestrian in character and contains smaller-scale commercial uses.

#02-02, SHDP Associates, LLC

The applicant, SHDP Associates, LLC is proposing an increase to the allowable commercial area in the PCD land use category in the Gig Harbor North area. The applicant proposes to increase the commercial land use allocation in the PCD from a 10% maximum to a 14% maximum.

The proposed amendment is as follows (additions **bold /underlined**, deletions **bold/struck**):

Gig Harbor Comprehensive Plan, November 1994 – Page 9

**10. Generalized Land Use Categories
Planned Community Development**

A Planned Community Development (PCD) incorporates all of the other land use designations into a site development without prescribing a specific land use or zoning designation on a parcel(s) or site(s). The purpose of a PCD is to promote optimum site development options which are compatible with the communities' planning goals and interests. Prior to land use allocations, proposed developments on property(s) in the PCD shall be subject to site specific development agreements, to insure conformance with the goals and policies of this comprehensive plan and city design standards. A PCD should meet the following minimum general guidelines:

- Minimum area allocated must be 100 acres.
- Land Use allocation should be as follows:
 - Residential 45% maximum
 - Commercial ~~10%~~ 14% maximum

V. APPLICABLE LAND-USE POLICIES/CODES

1. Comprehensive Plan:

Gig Harbor Comprehensive Plan, November 1994 – Pages 9 & 10

**9. Generalized Land Use Categories
Planned Community Development**

A Planned Community Development (PCD) incorporates all of the other land use designations into a site development without prescribing a specific land use or zoning designation on a parcel(s) or site(s). The purpose of a PCD is to promote optimum site development options which are compatible with the communities' planning goals and interests. A PCD should meet the following minimum general guidelines:

- Minimum area allocated must be 100 acres.
- Land Use allocation should be as follows:
 - Residential 45% maximum
 - Commercial 10% maximum
 - Employment 25% minimum
 - Parks/Open Space 10% minimum
 - Schools 10% minimum
- Residential may consist of:
 - Housing units above or connected to commercial shops;
 - Allowances for Single Room Occupancy (SRO) housing;
 - Studio apartments;
 - Parks for full size and efficiency sized manufactured housing units.
- The allocations for Parks/Open Space and Schools may be combined.
- Site development design must be consistent with Community Design standards of the Comprehensive Plan and adopted design guidelines.

Gig Harbor Comprehensive Plan, November 1994 – Pages 15 & 16
Goal: Provide Land Use Site Development Flexibility
Planned Community Development

Permit greater variety and diversification in the relationships between buildings, opens spaces and uses and encourage the conservation and retention of historical and natural features.

- Promote site development flexibility for properties which have long-term development plans, which are suitable for a variety of intensity and density of developments and which commit to incorporating innovative design concepts.
- Establish land use allocations for a planned community development which achieve a reasonable and harmonious development pattern.
- Emphasize site suitability respective to natural constraints to encourage development which is sensitive to natural systems.

- Recognize the interdependency and linkage between employment and housing in a planned community development. Provide for a range of housing types and tenures which are affordable to the anticipated job-market which will be created in a planned community development.
- Encourage the Planned Community Development concept for large single or combined ownerships which currently exist in an undeveloped state and which have long-term potential for balanced growth which is beneficial to the community as a whole.
- Review proposed expansion plans, including height, mass, traffic, noise and other characteristics, for residential neighborhood compatibility.
- Discourage proposals or uses which do not fit the scale of a neighborhood or which can do harm to the residential integrity of the neighborhood

2. **Zoning Code:**

The intent of the Planned Community Development Commercial (PDC-C) zoning district is to:

- A. Provides for the location of businesses serving shoppers and patrons on a wider basis as distinguished from a neighborhood area.
 - B. Encourages urban development
 - C. Encourages attractive natural appearing development and landscaping.
 - D. Promotes a quality visual environment by establishing standards for the design, size and shape of buildings that create an attractive business climate.
- Where appropriate, residential uses should be located above commercial uses.
(GHMC Section 17.41.010 Intent)

VI. PUBLIC NOTICE

Notice of January 16, 2003 Planning Commission work-study session published in the Peninsula Gateway: January 8, 2003

Notice of February 6, 2003 Planning Commission public hearing published in the Peninsula Gateway: January 22 & 29, 2003

VII. SEPA DETERMINATION

The City SEPA Official finds that there is insufficient information to identify all of the probable significant adverse environmental impacts of the proposed action, and that phased review is appropriate. This is because full SEPA analysis at this time would involve consideration of the impact of a commercial rezone of each parcel of property in the PCD district. Conceivably, each owner of every parcel of property in the PCD district may apply for a rezone once this text amendment is approved. While the text amendment

may only allow for an increase of 4-8 percent of commercially zoned property throughout the PCD district, the impacts associated with an individual rezone of property currently zoned residential in the PCD district may be significant.

While the City's Zoning Code includes criteria for rezone approval, which would allow the City to deny a rezone application, or to impose conditions on the specific development approval to mitigate the impacts at the time of rezone approval, this does not address the situation in which the adverse environmental impacts cannot be mitigated. See, GHMC Section 17.100.035. The City is required to ensure that its planning decisions are integrated with SEPA and reflect environmental values "to avoid delays later in the process and to seek to resolve potential problems." WAC 197-11-055(1). However, the fact that future City SEPA review will be required should not preclude current consideration, as long as it is understood that the environmental analysis will be phased because there is little information at this stage. In addition, the proposed future activities will be specific enough to allow some evaluation of their probable environmental impacts. WAC 197-11-055(2)(a)(i). The City is required to identify the times at which the environmental review will be conducted, and may organize environmental review in phases. WAC 197-11-055(2)(b) and 197-11-060(5). "Appropriate consideration of environmental information shall be completed before an agency commits to a particular course of action." WAC 197-11-055(2)(c).

Phased review is also appropriate in this situation because the sequence is from a non-project document to a document of narrower scope (such as a rezone application and SEPA analysis). WAC 197-11-060(5)(c). In other situations, a non-project action, (like a text amendment and a rezone), are intertwined, and the significance of both can be examined in the same SEPA document. Citizen's Alliance to Protect Our Wetlands v. Auburn, 126 Wn.2d 356, 894 P.2d 1300 (1995). This case is different because approval of the text amendment could result in a commercial rezone of any property in the PCD district that is not currently zoned commercial.

The impact of the text amendment to all non-commercially zoned parcels in the entire PCD district must be analyzed to understand the full effect of approval of the text amendment. However, such an analysis would be unreasonably complicated, expensive and unnecessary, given that not every owner of non-commercially zoned property in the PCD district will be submitting an application for a rezone to commercial. In addition, the text amendment would limit such rezones to either 4 or 8 percent of the property in the district, so the cumulative effect of a commercial rezone on each non-commercially zoned parcel does not need to be considered. Another factor to consider is that even if the City were to require that the applicant perform such studies, the information may soon be outdated, as there is no deadline for an applicant to submit a rezone consistent with this text amendment.

Where there are gaps in relevant information concerning significant adverse environmental impacts, the City must clearly state that such information is lacking or that substantial uncertainty exists. WAC 197-11-080. The City may proceed under SEPA in

the absence of vital information as follows:

(a) If information relevant to adverse impacts is essential to a reasoned choice among alternatives, but is not known, and the costs of obtaining it are exorbitant; or

(b) If information relevant to adverse impacts is important to the decision and the means to obtain it are speculative or not known;

Then the agency shall weigh the need for the action with the severity of the possible adverse impacts which would occur if the agency were to decide to proceed in the face of uncertainty. If the agency proceeds, it shall generally indicate in the appropriate environmental documents its worst case analysis and the likelihood of occurrence, to the extent this information can reasonably be developed.

WAC 197-11-080(3).

Consistent with the above, the City has attempted to identify a "worst case analysis" and the likelihood of occurrence. However, to accurately determine the "worst case scenario" related to traffic impacts would require a large scale analysis of each individual change in land use and the specific traffic generated from such use. Many different types of uses have varying degrees of impact. That added to the location of the developments related to the existing transportation network would result in an almost unlimited number of possibilities. The Gig Harbor North area was anticipated to have a large degree of traffic centered near the west where the approximate location to SR-16 could be anticipated. If commercial traffic is generated further east into the PCD, then it could result in many unforeseen traffic impacts to the existing City network. Any investigation of impacts for the planned text amendment would be purely speculative since no information has been provided to indicate what type of use or where this use would be located. A traffic analysis performed at the time of rezone will allow the applicant to identify specific traffic generators and make an exact determination of the mitigation required to the existing transportation system to accommodate the impact.

The City SEPA Official finds that phased environmental review of the probable significant adverse environmental impacts of this text amendment is appropriate, and that the phased review shall proceed as follows:

Rezone Application.

1. Any rezone application for property in the PCD district to commercial shall be accompanied by a site-specific development application for the development of the property. The applicant shall submit a SEPA Checklist for the rezone and the site-specific development of the individual parcel(s), as required by WAC 197-11-060(3)(b).

2. After the City receives the SEPA Checklist, it shall notify the applicant whether additional studies need to be submitted to address probable significant adverse environmental impacts. The additional studies, to be performed by the applicants at the applicants' cost, shall include, but not be limited to, a traffic impact analysis (TIA) to determine project-specific impacts and proposed mitigation. The analysis shall include a determination of the need to install a traffic signal at the Borgen Boulevard, Peacock Hill intersection with protected northbound and southbound left-turn phases and split eastbound and westbound phases or a roundabout; develop a roundabout at the intersection of the Borgen Boulevard/North-South Connector; re-striping of circulating lanes to provide for two lanes around the Borgen Boulevard/51st Avenue roundabout in conjunction with the widening of Borgen Boulevard between 51st Avenue and the west Target entrance, the widening of Borgen Boulevard to provide full build-out section between the 51st Avenue to North-South Connector; and the 51st Avenue to SR-16 Burnham Roundabout. The additional studies shall reference and be consistent with the City's FEIS for the Comprehensive Plan, the applicable 6-Year Road Plan, the Transportation Element of the City's Comprehensive Plan, as most recently adopted. The applicant may be required to update the City's latest traffic model for the affected area and correlate the model with actual traffic counts and projections.

The City may also require additional studies addressing the impacts of the proposed development on residential development both within the PCD and outside the PCD district. The studies, again performed by the applicant and at the applicants cost, shall include, but not be limited to, an analysis of light, glare, noise and fumes on residential zones and development, and of the aesthetic and economic impacts of the development on residential zones and development. The City shall analyze the studies and make a threshold SEPA decision.

3. The SEPA Checklist and application materials shall demonstrate consistency with the City's concurrency ordinances for water and traffic facilities. The applicant shall verify the City's ability to provide both water supply and storage necessary to satisfy the requirements of proposed site development. The applicant shall submit additional studies reviewing the City's existing stormwater, sewer and water system infrastructure model to identify and suggest modifications to address deficiencies cause by the change in land use. The City shall analyze the studies and make a threshold SEPA decision.

The City of Gig Harbor SEPA Responsible Official has determined that the probable significant adverse environmental impacts associated with the proposal cannot be determined at this stage, and that phased review under SEPA is appropriate under WAC 197-11-080(3). The review is more appropriately performed at the next stage in the approval process, when more information will be available. For the reasons described above, an environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c) at this stage of the process. However, this does not preclude the City from requiring an environmental impact statement in the future, as stated in the above conditions.

This Revised Mitigated Determination of Non-Significance (MDNS) was issued on January 24, 2003 pursuant to WAC 197-11-970. Comments on the MDNS are to be submitted by February 7, 2003.

Notice of the issuance of this Revised Mitigated Determination of Non-Significance (MDNS) was published in the Peninsula Gateway on January 29, 2003.

No appeals of the Revised Mitigated Determination of Non-Significance were filed as of the date of this staff report.

VIII. STAFF ANALYSIS

A. Percentage Change.

The minimum land use allocations as outlined in the Comprehensive Plan text total one hundred percent (100%). At a minimum, any amendments to the minimum land use allocations for the Planned Community Development (PCD) should not result in a total of more than one hundred percent (100%).

The Land Use percentage allocation for the Planned Community Development (PCD) land use designation is unusual in that the allocation for parks, open space and schools have been established as defined percentages instead of uses allowed within the residential, commercial or employment land use designations. Parks, open space and schools are uses of property, not discrete zoning districts in the City's Zoning Code, so the City cannot rezone property in the PCD district to comply with the percentage requirements for parks, open space and schools. For example, schools are allowed outright in certain zones within the PCD (the PCD Business Park zone allows schools, public and private outright, GHMC Section 17.54.020; PCD Commercial allows schools and open space GHMC Section 17.41.020). Parks are either allowed outright in most PCD zones, or may be considered "public facilities" and allowed outright within certain zones in the PCD (PCD Business Park, GHMC Section 17.54.020; open space is allowed outright in PCD Neighborhood Business, GHMC Section 17.56.020(Q), as well as public facilities, GHMC Section 17.56.020(R); parks and open spaces are allowed outright in PCD Low Density Residential, GHMC Section 17.17.020). In addition, the City cannot "zone" a requirement for a specific amount of park land, but may impose fees or dedication in lieu of fees through the City's impact fee ordinance. For the above reason, the City Staff recommends that the Land Use allocation percentages be totaled by adding the percentage of residential, commercial and employment property within the PCD land use district.

Using the above analysis, 20% of the property within the PCD Zone has not been included in the Land Use allocation percentage. However, the question before the City with the Olympic Property Group (#02-01 – Jon Rose) and SHDP Associates, LLC (#02-02 – Dale Pinney) comprehensive plan amendments is whether the percentage of commercial property should be increased from a 10% maximum to either 14% or 18%

commercial. The Olympic Property Group application also proposes a corresponding reduction to the employment land use allocation (25% to 20%). While not considered to be site-specific comprehensive plan amendments, each applicant is proposing a percentage increase in the commercial land use allocation which closely approximates the development each proposes for their own property.

Recognizing that the 20% from parks, open space and schools will be included in the remaining land use designations, the City could increase the percentage of commercial property in the PCD district to either of these maximum percentages without decreasing the amount of property zoned residential or employment.

The City must also consider the need for additional commercial land in the Planned Community Development (PCD) designation. Both applicants note that there is a need for additional commercial development based on inquiries from various corporations. The development in the Gig Harbor North area was unique in that there was almost immediate occupancy of commercial buildings as they became available. Additionally, studies and comparisons have been submitted in support of the applicants' requests for an increase in commercial lands.

The studies submitted take two differing approaches – one is population based and the other is a report from the American Planning Association (APA) analyzing land-use ratios as a percentage of the total amount of land in a community.

The land-use ratio report, while interesting is not relevant given that no communities in the State of Washington are included. The City is mandated to plan under the Growth Management Act (GMA), which directs the manner in which lands are designated and would impact land-use ratios.

The population based analysis may be more appropriate given that it takes into account the existing factors and limitations of developing commercial property in the City of Gig Harbor. The City has limited lands available for large-scale commercial uses. The Gig Harbor North area is the most appropriate site for additional commercial development in the City. Areas such as Point Fosdick (Westside area) are all but built out and any increase in commercial development would be severely constrained by transportation issues. The City of Gig Harbor, over time has become a regional destination for satisfying the commercial needs of the larger Key Peninsula Area. This will be increased as construction of the second Narrows Bridge progresses and the relative convenience of going to the Tacoma area is diminished.

In order for the City to approve a comprehensive plan amendment; the applicants must demonstrate that the amendment is consistent with the goals and policies in the Comprehensive Plan. The applicants have submitted citations to the goals and policies that they believe support their request for the percentage change. Consistency with the comprehensive plan and satisfaction of all the criteria in GHMC Section 17.100.035 must be made in any subsequent site-specific rezone applications.

The Planned Community Development (PCD) comprehensive plan designation suggests minimum general guidelines for land use allocations consisting of residential - 45% maximum; commercial - 10% maximum; employment - 25% minimum; parks/open space - 10% minimum; and schools - 10% minimum. The Planned Community Development land use designation consists of approximately 500 acres (gross). The actual zoning designations of the PCD are approximately 59% residential; 30% employment; and 11% commercial. There are no specific zoning designations for parks, open space, or schools but such uses are allowed, either permitted outright or with conditional allowance in the Planned Community Development zones.

The Planning Commission should consider the effect that any proposed change to increase the percentage of commercially zoned property would have on the amount of residentially designated property in the City. The City is required by the Washington State Growth Management Act to meet certain residential densities. Pierce County issued a report entitled 'A Monitoring and Evaluation Analysis of Urban Growth and Development Capacity for Pierce County and its Cities and Towns' in September 2002. This report was in response to the State mandated Buildable Lands Program, which aimed at satisfying the 1997 amendments to the Growth Management Act. The report, as drafted, indicates that the City of Gig Harbor, by the year 2017, will need to accommodate an additional 4,059 housing units but only has the current capacity to accommodate 1,528 additional housing units. This report is the first step in the State Buildable Lands Program. A subsequent report to address the consequence of this initial monitoring and evaluation exercise will be produced. Reasonable measures to achieve adopted density goals will then be recommended to jurisdictions for consideration.

The City is reviewing the assumptions made in the report but the issue of overall housing capacity on a citywide basis must be addressed. As previously stated, this report is the first step, a subsequent report to address the consequence of this initial monitoring and evaluation exercise will be produced. At that time, it will be appropriate for the City Council to decide what, if any, additional measures are necessary to achieve adopted density goals. Staff recommends that the Planning Commission and City Council establish a schedule for the consideration of the Buildable Lands Study and the issue of housing capacity, separate from these comprehensive plan amendments.

Summary of Recommendation on Percentage Change: The staff acknowledges that if the percentage of commercial property in the PCD district is increased public facilities and utilities may be able to accommodate additional commercial development in this general area; that it may not cause a significant adverse environmental impact; and that future development can be constructed to the City's code requirements. However, because the PCD district is divided into different uses only by percentages in the comprehensive plan, not specific land use designations, we cannot judge, at this time, whether all non-commercially zoned property in the PCD district is appropriate for a commercial designation in the future. This will have to be determined at the rezone application stage, both under the criteria on the City's code for approval of rezones and the conditions of the SEPA threshold decision for these applications. As such, these questions will need to

be addressed further as indicated in the Revised Mitigated Determination of Nonsignificance (MDNS) issued by the City on January 24, 2003.

Recognizing that the Planned Community Development (PCD) land use allocation percentages should be totaled by adding the percentage of residential, commercial and employment property within the designation, 20% of the property within the PCD has not been included in the land use allocation. The City could increase the percentage of commercial property in the PCD district to either of these maximum percentages (14% or 18%) without decreasing the amount of property zoned residential or employment.

The need for additional commercial land in the Gig Harbor North area is evidenced by successfulness of the existing commercial development in the Gig Harbor North area, the fact that the City has evolved into a regional destination shopping center for the greater Key Peninsula area, and the limited availability of developable commercial lands elsewhere in the City. While there are certainly other factors to be addressed at the site-specific rezone stage, it appears that most can be mitigated if additional commercial development were to occur in the Gig Harbor North area.

Staff recommends approval of an increase to the commercial land use allocation in the Planned Community Development (PCD) comprehensive land use designation from a 10% maximum to a 18% maximum subject to the conditions of the January 24, 2003 MDNS.

B. Alternatives attached to comprehensive plan amendment applications.

#02-01, Olympic Property Group (OPG)

Alternative 1 (village center clause added)

Alternative to encourage pedestrian oriented scale retail development.

Commercial 10% maximum which can be increased to 18% maximum in the Gig Harbor North Area if a minimum of 20% of the additional 8% increase includes a village center that is pedestrian in character and contains smaller-scale commercial uses.

Staff recommends that this language not be approved because it would create problems in implementation. Apparently, the applicant planned for this language to be operative at the time a rezone application for the PCD District is submitted to the City. If the City adopted this text amendment, the City would have to find that all of the criteria in GHMC Section 17.100.035 and that the language in Alternative 1 were satisfied in order to approve a rezone application in the PCD District.

Adoption of the Alternative 1 language as an additional rezone approval criterion for the PCD District must be analyzed under the substantive due process test established by the

Washington courts. As stated by the courts:

A land use regulation is not violative of substantive due process where (1) the regulation aims to achieve a legitimate public purpose; (2) the means adopted are reasonably necessary to achieve that purpose; and (3) the regulation is not unduly burdensome on the property owner.

Presbytery of Seattle v. King County, 114 Wn.2d 320 331, 787 P.2d 906 (1990).

Under the above test, the applicant would probably argue that the "legitimate public purpose" is to ensure that development in the PCD District has a pedestrian character. However, the City Council has made no finding that there is a problem in the PCD District requiring any regulations to ensure that a "pedestrian character" is established or maintained. There is no definition of "village center," so it is difficult to determine what the legitimate public purpose would be for the City to require that a property owner construct a "village center." If the village center is merely a group of "smaller scale commercial uses," it still is difficult to identify the legitimate public purpose behind the proposed requirement, because the City Council has made no finding that there is a problem in the PCD District with "large-scale commercial uses." Furthermore, there is no documentation to demonstrate that "large-scale commercial uses" could not be housed in structures and developments that promote a pedestrian character.

Next, the City would have to examine whether the means adopted is reasonably necessary to achieve that purpose. The City has adopted a Design Manual to address the design of structures (including commercial structures), to preserve the character of the City and its sub-areas. If the City Council were to make a finding that the pedestrian character of the PCD District should be preserved, it would be more appropriate to add regulations to the Design Manual to achieve this purpose.

Assuming that the City Council decided that the pedestrian character of the PCD District should be established or maintained, there is a question whether the decision-maker's implementation of this language could address the problem. The mere fact that a developer shows a "village center" on his or her development application does not mean that the pedestrian character of the area will be preserved. In addition, there is a question about the manner in which the decision-maker could determine whether a proposed use is actually a "smaller scale commercial use." The City's Zoning Code establishes the permitted commercial uses in the PCD District. This language would require the decision-maker to review the specific types of uses that would be included in the village center at the rezone application stage to determine if they were "smaller scale commercial uses." There is no definition or criteria to guide this type of evaluation, and no assurance that after the decision-maker's approval, that these specific uses would actually be housed in the village center.

For example, the user would most likely lease space in the village center. A tenant would choose to locate or vacate the space in the village center for a number of reasons outside

of the City's control making this difficult to enforce. The language of Alternative 1 might be interpreted to require the City to continue to monitor the village center, to ensure that "smaller-scale commercial uses" constantly occupy the premises.

Finally, the City would have to defend the language in Alternative 1 by demonstrating that it was not unduly burdensome on the property owner. We know of no other comprehensive plan or code provision (in Gig Harbor or any other city) requiring, as a condition of rezone approval, that the property owner use the property consistent with the new rezone classification, **and** construct a particular type of development on the property. It is very likely that a property owner would succeed in an argument that the requirement to construct a village center is unduly burdensome, especially if the property owner instead proposes a development that is "pedestrian in character" and an allowed use in the new zoning classification.

Alternative 2 (residential displacement clause added)

Alternative to assure that impact to residential capacity is avoided.

Commercial 10% maximum which can be increased to 18% maximum in the Gig Harbor North Area if such increase does not result in a lessening of residential capacity in the PCD District.

The applicant has drafted Alternative 2 in order to address the Buildable Lands Study, recently released to the City of Gig Harbor. The Study concludes that the City of Gig Harbor does not have enough housing capacity for future needs.

This Study needs to be evaluated by the City in a comprehensive, or city-wide basis. There is nothing in the Buildable Lands Study which concludes that there is not enough housing capacity in the PCD District. However, adding Alternative 2 to the comprehensive plan would add a new criterion for rezone approvals that is applicable only to property in the PCD District.

If the City adopted Alternative 2, a property owner might assert that the language violated his or her equal protection rights. The Equal Protection Clause of the Fourteenth Amendment provides that a state may not "deny to any person within its jurisdiction the equal protection of the laws." U.S. Const. Amend. XIV, Sec. 1. It requires that the States apply each law equally to persons similarly situated, and that any differences of application must be justified by the law's purpose. Royster Guano Vo. v. Virginia, 253 U.S.412, 415, 40 S.Ct. 560, 64 L.Ed. 989 (1920). The challenge could be successful, given that the conclusions in the Buildable Lands Study applies to Gig Harbor, not the PCD District. Because the City has not formally evaluated the Study, there are no City-adopted findings to support an amendment of the comprehensive plan prohibiting the loss of housing capacity only in the PCD District. Staff does not recommend that Alternative 2 be approved.

Alternative 3 (residential displacement and village center clauses added)

Alternative to encourage pedestrian oriented scale retail development and assure that impact to residential capacity is avoided.

Commercial 10% maximum which can be increased to 18% maximum in the Gig Harbor North Area if such increase does not result in a lessening of residential capacity in the PCD District and if a minimum of 20% of the additional 8% increase includes a village center that is pedestrian in character and contains smaller-scale commercial uses.

The staff does not recommend that Alternative 3 be approved for all of the reasons stated above. In sum, these reasons are: (1) there are no definitions of "village center" or "smaller-scale commercial uses," creating implementation and enforcement problems; (2) the City has not formally evaluated the Buildable Lands Study or formulated a position with regard to the conclusions in the Study, so adoption of language implementing solutions to the problems identified in the Study would be premature at this time; (3) the Buildable Lands Study addresses a City-wide problem, and the proposed language implements solutions to the problems identified in the study by addressing the PCD District only, when neither the drafters of the Study nor the City have identified a specific housing capacity problem in the PCD District; (4) there is no support for a rezone approval criterion which requires that the property owner actually build a particular kind of development in order to obtain approval; (5) if the City concludes that "pedestrian character" development is needed in the PCD District, it could adopt appropriate regulations in the Design Manual; and (6) a property owner might be able to successfully challenge the City's adoption of the Alternatives as violative of substantive due process and equal protection rights (among others).

#02-02, SHDP Associates, LLC

Modification #1

Prior to land use allocations, proposed developments on property(s) in the PCD shall be subject to site specific development agreements, to insure conformance with the goals and policies of this comprehensive plan and city design standards.

It is unclear how this would be implemented. In the application, SHDP explains that after the comprehensive plan amendment is approved, a rezone application will be submitted for a commercial designation. Then, a site plan application will be submitted. (Application, p. 3, question No. 3.)

This explanation is inconsistent with Modification #1. In Modification #1, a site-specific development agreement will be approved prior to land use allocations. In other words, it

appears that SHDP is proposing that there would be a site-specific development agreement between the property owner and the City before the rezone application was approved.

The City can't approve a development agreement before a rezone is approved because the agreement must be consistent with the City's codes. RCW 36.70B.170(1). If the comprehensive plan amendment is approved increasing the commercial allocations, a rezone would have to be approved before a development agreement allowing commercial use could be approved.

If a rezone application is submitted, the applicant must demonstrate compliance with the criteria in GHMC Section 17.100.035. If the rezone is approved, the applicant will then be able to submit a development agreement for the City to review.

It is difficult to determine what SHDP believes would be included in the development agreement, or why one would be necessary at all. Some of the suggested elements of a development agreement appear in RCW 36.70B.170(3). If the process of a development agreement has been suggested merely to ensure conformance with the codes, it is unnecessary. The City can ensure compliance with code through the development application processing and enforcement procedures. Staff recommends that this language not be adopted.

IX. FINDINGS OF FACT

1. Pursuant to the Washington State Growth Management Act (GMA), proposed amendments or revisions to the comprehensive plan can be considered no more frequently than once every year (RCW 36.70A.130 (2)(a));
2. The City of Gig Harbor SEPA Responsible Official has found that there is insufficient information to identify all of the significant adverse environmental impacts of the proposed action, and that phased review is appropriate. Such a phased environmental review is outlined in the January 24, 2003 Revised Mitigated Determination of Nonsignificance (MDNS) and is adopted by reference; &
3. The proposed amendments increasing the commercial land use allocation in the Planned Community District (PCD) comprehensive plan land use designation are consistent with the goals and policies of the November 1994 City of Gig Harbor Comprehensive Plan and the Growth Management Act (GMA).

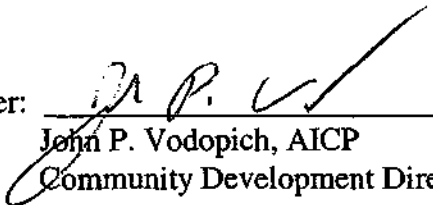
X. RECOMMENDATION

I recommend **approval** of an increase to the commercial land use allocation in the Planned Community Development (PCD) comprehensive land use designation from a 10% maximum to a 18% maximum subject to the following conditions:

1. Any rezone application for property in the PCD district to commercial shall be accompanied by a site-specific development application for the development of the property. The applicant shall submit a SEPA Checklist for the rezone and the site-specific development of the individual parcel(s), as required by WAC 197-11-060(3)(b);
2. After the City receives the SEPA Checklist, it shall notify the applicant whether additional studies need to be submitted to address probable significant adverse environmental impacts. The additional studies, to be performed by the applicants at the applicants' cost, shall include, but not be limited to, a traffic impact analysis (TIA) to determine project-specific impacts and proposed mitigation. The analysis shall include a determination of the need to install a traffic signal at the Borgen Boulevard, Peacock Hill intersection with protected northbound and southbound left-turn phases and split eastbound and westbound phases or a roundabout; develop a roundabout at the intersection of the Borgen Boulevard/North-South Connector; re-striping of circulating lanes to provide for two lanes around the Borgen Boulevard/51st Avenue roundabout in conjunction with the widening of Borgen Boulevard between 51st Avenue and the west Target entrance, the widening of Borgen Boulevard to provide full build-out section between the 51st Avenue to North-South Connector; and the 51st Avenue to SR-16 Burnham Roundabout. The additional studies shall reference and be consistent with the City's FEIS for the Comprehensive Plan, the applicable 6-Year Road Plan, the Transportation Element of the City's Comprehensive Plan, as most recently adopted. The applicant may be required to update the City's latest traffic model for the affected area and correlate the model with actual traffic counts and projections. The City may also require additional studies addressing the impacts of the proposed development on residential development both within the PCD and outside the PCD district. The studies, again performed by the applicant and at the applicants cost, shall include, but not be limited to, an analysis of light, glare, noise and fumes on residential zones and development, and of the aesthetic and economic impacts of the development on residential zones and development. The City shall analyze the studies and make a threshold SEPA decision; &
3. The SEPA Checklist and application materials shall demonstrate consistency with the City's concurrency ordinances for water and traffic facilities. The applicant shall verify the City's ability to provide both water supply and storage necessary to satisfy the requirements of proposed site development. The applicant shall submit additional studies reviewing the City's existing stormwater, sewer and water system infrastructure model to identify and suggest modifications to address deficiencies

cause by the change in land use. The City shall analyze the studies and make a threshold SEPA decision.

Project Planner: _____


John P. Vodopich, AICP
Community Development Director

Dated this 30th day of January, 2003

Attachment:

Planned Community Development – Acreages by Zone dated 1/6/2003

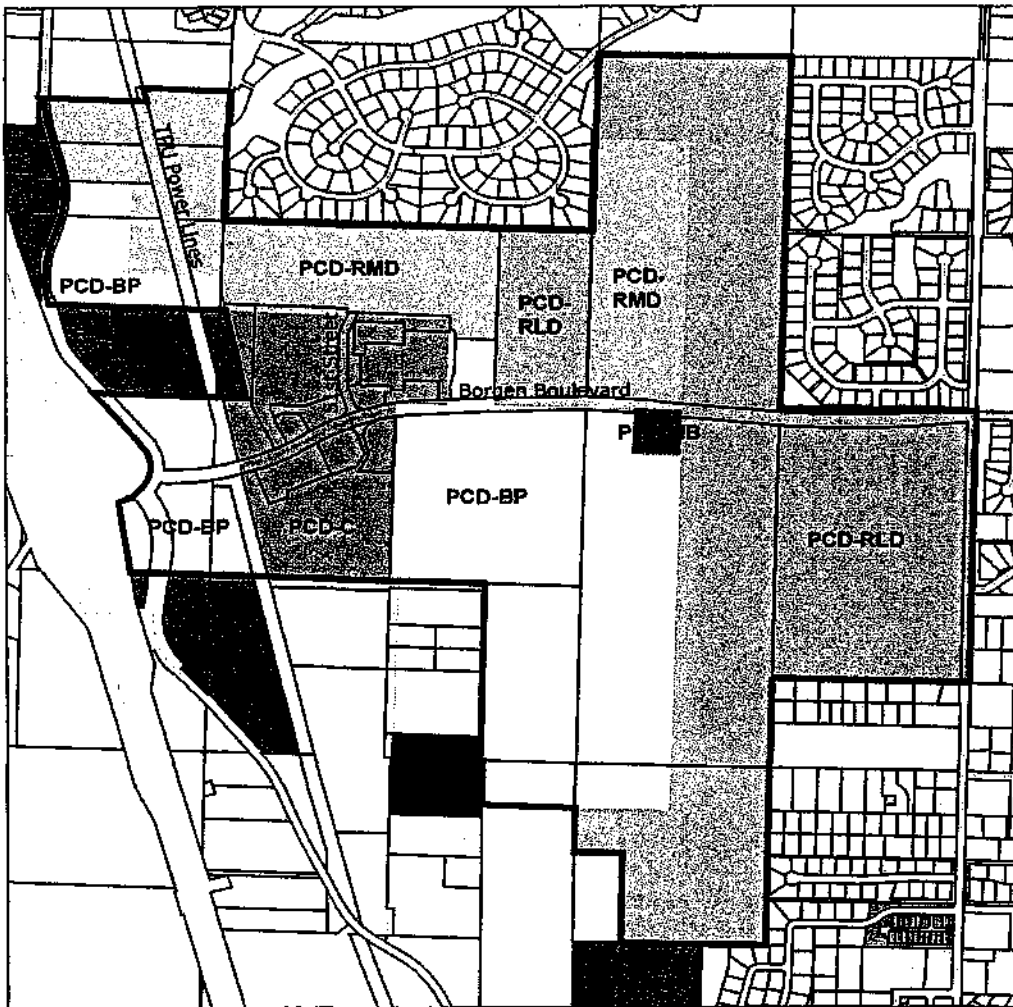
Planned Community Development - Acreages by Zone

TOTAL ACREAGE

	Acres	Percent
PCD-RLD	204.96	40.91%
PCD-RMD	89.5	17.86%
PCD-C	53.08	10.60%
PCD-BP	150.91	30.12%
PCD-NB	2.54	0.51%
Total	500.99	100.00%

ACREAGE with ROW and UTILITIES REMOVED (Borgen Blvd, 51st St., TPU Power Lines)

	Acres	Percent
PCD-RLD	196.55	41.64%
PCD-RMD	84.76	17.96%
PCD-C	48.97	10.37%
PCD-BP	139.23	29.49%
PCD-NB	2.54	0.54%
Total	472.05	100.00%





"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS

FROM: STEVE OSGUTHORPE, AICP *SO*
PLANNING & BUILDING MANAGER

SUBJECT: FIRST READING OF ORDINANCE - UDDENBERG PROPERTY
REZONE - REZ 03- 01

DATE: JULY 3, 2003

INTRODUCTION/BACKGROUND

As part of the 2002 Comprehensive Plan amendments, the Council approved a change in land use from residential low (RLD) to residential medium (RMD) on a .71-acre site owned by Mr. Ken Uddenberg. The site is located on the southeast corner of Pioneer Way and Grandview Street. Mr. Uddenberg requested the comp plan amendment because he believed the site was poorly suited for residential use due to its proximity to a busy intersection and to abutting commercial development.

To implement the new land use designation, Mr. Uddenberg is now requesting a rezone of the property from its current R-1 (single family) designation to RB-1 (Residential Business). A public hearing on the proposed amendment was held before the Hearing Examiner on April 23, 2003. The written decision to approve the rezone was issued by the Hearing Examiner on June 2, 2003. To effectuate the rezone, it must now be adopted by ordinance. A draft ordinance approving the rezone, along with a copy of the Hearing Examiner's decision, is attached for the Council's consideration.

POLICY CONSIDERATIONS

1. APPLICABLE LAND-USE POLICIES/CODES

a. Comprehensive plan:

The City of Gig Harbor Comprehensive Plan Land Use Map designates the site as RM – Residential Medium. Page 8 of the Land Use Element of the Comp Plan states that in residential-

medium designations, conditional allowance may be provided for professional offices or businesses that would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use should be compatible with the adjacent residential area. Such conditional allowance shall be established under the appropriate land use or zoning category of the development regulations and standards. The plan also anticipates use of natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.

b. Zoning Code:

Allowable uses in the proposed RB-1 designation are defined in Section 17.28.020 of the Gig Harbor Municipal Code. Professional offices and personal services are among the more intensive permitted uses in the zone.

The Gig Harbor Municipal Code specifies general criteria for the approval of zoning district map amendments, including, but not limited to site specific rezones (17.100.035). These criteria include the following:

- A. The application for the Zoning District Map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;
- B. The application for the Zoning District amendment must further or bear a substantial relationship to the public health, safety and general welfare;
- C. No substantial detrimental effect will be caused by the granting of the application for amendment; and
- D. The proponents of the application have the burden of proof in demonstrating that the conditions have changed since the original zoning or original designation for the property on the Zoning District Map.

c. Design Manual:

The proposed RB-1 designation would be a more intense zone than the abutting R-1 residential zone. Accordingly, the transition zone standards defined on pages 24 – 26 of the Design Manual would apply. The transition zone standards are intended to assure compatibility between unlike uses through buffering and/or

innovative design techniques that ensure compatibility in mass, scale and architecture and that provide a higher level of parking lot design.

2. REZONE APPROVAL POLICIES/CODES

Site-specific rezones are considered a Type III application, which are approvable by the Hearing Examiner as per GHMC 19.01.003(A). Rezones must be adopted by ordinance as per GHMC 17.100.070 under the provisions of Chapter 1.08 GHMC.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this rezone. It is expected that development allowed by the rezone would generate additional jobs within the City.

RECOMMENDATION

This is a first reading only and requires no action.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING .71 ACRES FROM R-1 (SINGLE-FAMILY) ZONING DISTRICT TO A RB-1 (RESIDENTIAL AND BUSINESS) ZONING DISTRICT, LOCATED AT 7201 PIONEER WAY & 3519 GRANDVIEW STREET, ASSESSOR'S PARCEL NUMBERS 4350000190 & 4350000180.

WHEREAS, Mr. Ken Uddenberg owns two contiguous parcels located at 7201 PIONEER WAY & 3519 GRANDVIEW STREET, ASSESSOR'S PARCEL NUMBERS 4350000190 & 4350000180; and

WHEREAS, The land use designation of the subject parcels was changed in the year 2002 from residential low to residential medium as part of the annual comprehensive plan amendment process, at the request of the owner, Mr. Uddenberg; and

WHEREAS, RCW 36.70.545 requires consistency between comprehensive plans and development regulations; and

WHEREAS, the approved residential medium (RM) comprehensive plan land use designation anticipates conditional allowances for professional offices or businesses; and

WHEREAS, Mr. Uddenberg has requested that the property be rezoned from R-1 (single family) to RB-1 (residential business), which allows professional offices as a permitted use; and

WHEREAS, a SEPA threshold mitigated determination of non-significance (MDNS) for the proposed rezone was issued on April 21, 2003, which MDNS included specific conditions for allowing professional offices on the subject site; and

WHEREAS, the SEPA threshold decision was not appealed; and

WHEREAS, the proposed rezone is a Type III action as defined in GHMC 19.01.003(B) for site-specific rezones; and

WHEREAS, A final decision for a Type III application shall be rendered by the Hearing Examiner as per GHMC 19.01.003(A); and

WHEREAS, a public hearing on the proposed rezone was held before the Hearing Examiner on May 21, 2003, at which time no public input was received except from the applicant, Mr. Ken Uddenberg; and

WHEREAS, the Hearing Examiner approved the proposed rezone in his decision dated June 2, 2003; and

WHEREAS, rezones must be adopted by ordinance as per GHMC 17.100.070 under the provisions of Chapter 1.08 GHMC; and

WHEREAS, the City Planning & Building Manager forwarded a copy of this Ordinance to the Washington State Department of Community Development on July 3, 2003 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of July 28, 2003;

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

Section 1. The real property located at 7201 PIONEER WAY & 3519 GRANDVIEW STREET, ASSESSOR'S PARCEL NUMBERS 4350000190 & 4350000180 and as shown on attached Exhibit "A", is hereby rezoned from R-1 (single family) to RB-1 (residential business), subject to all conditions stipulated in the April 21, 2003 SEPA threshold Determination of Non-significance (MDNS).

Section 2. The Community Development Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by this section.

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, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

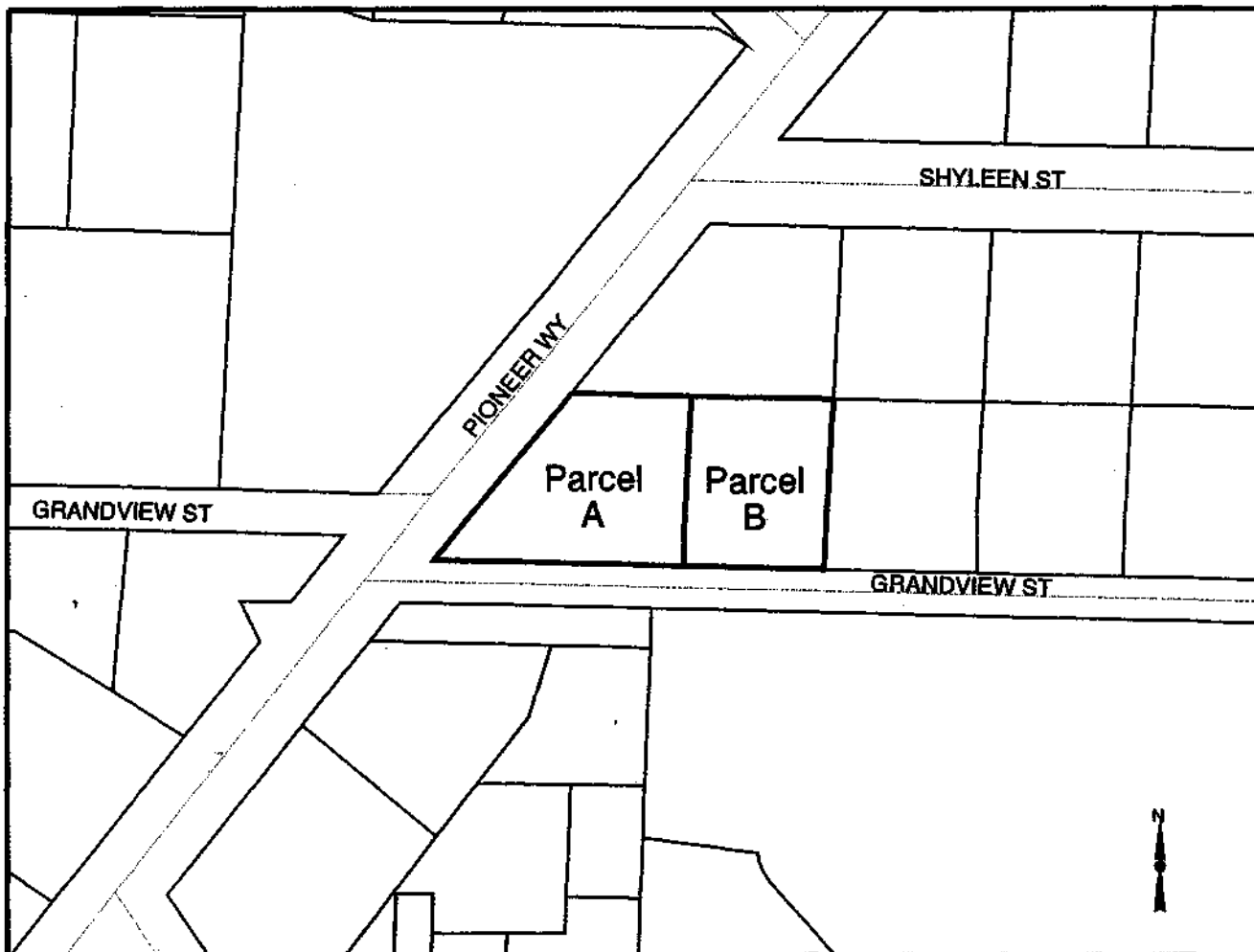
APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

Exhibit "A"

Ordinance _____



Parcel A:

7201 Pioneer Way

ATR Parcel #4350000190

Legal Description: Lot 18, Harbor Heights Addition, as per plat recorded in Volume 16 of plats at page 52, records of Pierce County Auditor situated in the County of Pierce, State of Washington.

Parcel B:

3519 Grandview Street

ATR Parcel #4350000180

Legal Description: Lot 17, Harbor Heights Addition, as per plat recorded in Volume 16 of plats at page 52, records of Pierce County Auditor situated in the County of Pierce, State of Washington.

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BEFORE THE HEARING EXAMINER
FOR THE CITY OF GIG HARBOR

In Re: the Application of Ken Uddenberg,

REZ 03-01

FINDINGS, CONCLUSIONS
AND DECISION

I. SUMMARY OF DECISION

The application for a rezone from the existing R-1 (Single-Family) zoning district to a RB-1 (Residential and Business) zoning district for Assessor's Parcel Numbers 4350000190 and 4350000180 at 7201 Pioneer Way and 3519 Grandview Street, within the City of Gig Harbor, is approved.

II. SUMMARY OF PROCEDURE

A. Hearing. An open record hearing was held in the City of Gig Harbor on May 21, 2003.

B. Exhibits. The examiner admitted the following exhibits:

1. Exhibit 1 – Staff Report to the Hearing Examiner, including February 4, 2003 letter from Ken Uddenberg and site zoning map; and

2. Exhibit 2 – Public comments compiled by Ken Uddenberg.

C. Pleadings. In addition, the hearing examiner considered the following:

1. None.

D. Testimony. The following individuals provided testimony under oath:

KENYON DORNAY MARSHALL, PLLC
—THE MUNICIPAL LAW FIRM—

11 FRONT STREET SOUTH
ISSAQUAH, WASHINGTON 98027-3820
(425) 392-7090 FAX (425) 392-7071

1 offices or businesses that would not significantly impact the character of residential
2 neighborhoods within the RM designation. The intensity of the non-residential use should
3 be compatible with the adjacent residential area. Such conditional allowance shall be
4 established under the appropriate land use or zoning category of the development
regulations and standards. The plan also anticipates use of natural buffers or innovative site
design as mitigation techniques to minimize operational impacts of non-residential uses and
to serve as natural drainage ways.

5 The Washington State Growth Management Act (GMA) requires
6 consistency between the adopted Comprehensive Plan and the implemented development
7 regulations (zoning). RCW 36.70A.040(4)(d). The proposed zoning district map
8 amendment is consistent with and furthers the goals, policies and objectives of the
9 comprehensive plan.

10 B. The application for the Zoning District amendment must further or bear a
11 substantial relationship to the public health, safety and general welfare. GHMC
12 17.100.035(B).

13 • The proposed zoning district map amendment furthers or bears a
14 substantial relationship to the public health, safety and general welfare, in particular by
15 providing an appropriate transition between existing single-family development and abutting
16 commercial development. The RB-1 designation is more intense than the abutting R-1
17 zone. Accordingly, the transition zone standards of the Design Manual would apply.
18 Design Manual at 24 - 26.

19 C. No substantial detrimental effect will be caused by the granting of the
20 application for amendment. GHMC 17.100.035(C).

21 The record is devoid of any evidence that the proposed rezone would cause
22 any substantial detrimental effect. To the contrary, the applicant's written submittal
23 indicates without contradiction that vehicular traffic noise and safety issues, along with
24 frequent rental tenant turnover, have made his property far less suitable for residential
25 occupancy than previously.

D. The proponents of the application have the burden of proof in
demonstrating that the conditions have changed since the original zoning or original
designation for the property on the Zoning District Map. GHMC 17.100.035(D).

• The proponents of the application have demonstrated that the conditions
have changed since the original zoning or original designation for the property on the
Zoning District Map. Specifically, the increased commercial activity to the south and the
development of the Civic Center to the southeast have impacted the residential development
in the area beyond what is typically expected in a strictly residential area. This rezone, and
any subsequent office or other permitted development, will be compatible with the
surrounding uses.

1 7. Public notice was provided by mailings to property owners within three hundred
2 feet (300') of the project site on April 23, 2003, publishing notice of the meeting in the
Peninsula Gateway on April 23, 2003, and posting the site on April 25, 2003.

3 8. The City's SEPA Responsible Official issued a Mitigated Determination of
4 Nonsignificance (MDNS) on April 21, 2003. Ex. 1. According to Mr. Osguthorpe's
testimony, the City received no comments or appeals regarding this determination.

5 IV. CONCLUSIONS

6 A. Jurisdiction. The examiner has jurisdiction to rule on site specific rezone
7 applications pursuant to GHMC 19.01.003.

8 B. Criteria for Review. The criteria for the examiner to consider in deciding on a
site specific rezone application are set forth at GHMC 17.100.035.

9 C. Conclusions Based on Findings. The examiner adopts the findings set forth
10 above, and accordingly concludes that the criteria necessary to grant the requested site
specific rezone have been satisfied.

11 V. DECISION

12 Based on the above findings and conclusions, Rezone Application 03-01, requesting
13 a site specific rezone from a R-1 (Single-Family) zoning district to a RB-1 (Residential and
14 Business) zoning district is GRANTED.

15 VI. PARTIES OF RECORD

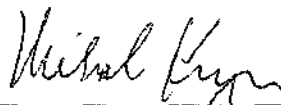
- 16 1. Steve Osguthorpe, AICP
Planning and Building Manager
17 City of Gig Harbor
3510 Grandview Street
18 Gig Harbor, WA 98335
- 19 2. Ken Uddenberg
P.O. Box 2597
20 Gig Harbor, WA 98335

21 VII. APPEAL OF EXAMINER'S DECISION

22 Pursuant to GHMC 19.01.003, as amended by Ordinance No. 903, any party of
23 record desiring to appeal the examiner's decision on a site specific rezone may do so by
24 filing an appeal with the Director of Planning and Building Services within ten working
days of the date of this decision. Any such appeal must comply with the provisions of
25 GHMC 19.06.

DATED this 2 day of June, 2003.

KENYON DORNAY MARSHALL, PLLC



Michael R. Kenyon, Hearing Examiner

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"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION – PUMP-OUT STATION FOR
JERISICH DOCK
DATE: JULY 14, 2003

INTRODUCTION/BACKGROUND

This purchase is to replace the existing sewer pump-out station at Jerisich Dock that has been experiencing mechanical and electrical problems, making it inoperable. Staff and the manufacturer's representative have been unsuccessful in troubleshooting the failures and recommend replacing the existing pump-out station.

Price quotations were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of equipment (Resolution 593). The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u> (Including Shipping)
Keco Inc.	\$ 9,365.00
Dave Lincoln Contracting Inc.	\$ 9,515.00
Sierra West Marine Distributing	\$ 9,555.00

The lowest price quotation received was from Keco Inc. in the amount of \$9,365.00 including shipping, but not including Washington state sales tax.

ISSUES/FISCAL IMPACT

This is an unbudgeted purchase utilizing existing funds in the Park Department. This purchase may require a future budget amendment if funds are depleted by the end of the fiscal year.

RECOMMENDATION

I recommend that Council authorize purchase of the pump-out station for Jerisich Dock from Keco Inc. as the lowest vendor, for their price quotation amount of nine thousand three hundred sixty-five dollars and zero cents (\$9,365.00), including shipping.



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WILLIAM L. COLBERG LT. *WLC*
GIG HARBOR POLICE
SUBJECT: DECLARATION OF SURPLUS PROPERTY
DATE: JUNE 27, 2003

INTRODUCTION/BACKGROUND

The 2003 budget anticipated replacement of equipment and tools. In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The items proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

The listed portable radios, chargers and lights will be donated to the Mount Rainier National Park. The portable radios and chargers are over ten years old and are of no value.

RECOMMENDATION

I recommend that Council move and approve the attached resolution declaring the specified equipment surplus and eligible for donation.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF GIG HARBOR, DECLARING CITY EQUIPMENT SURPLUS AND TRANSFERRING SUCH EQUIPMENT TO A FEDERAL AGENCY.

WHEREAS, the Gig Harbor Police Department has ten portable radios, fourteen chargers and two lights that were replaced by new equipment; and

WHEREAS, the Gig Harbor Police Department no longer uses this equipment and has replaced it with new equipment; and

WHEREAS, the Mount Rainier National Park, a federal agency, has experienced severe budget cuts, and has notified the Gig Harbor Police Department that they could use this equipment for park communications between employees and volunteers; and

WHEREAS, the City has the authority to sell, transfer, exchange or otherwise dispose of any real or personal property to the federal government, on such terms and conditions as may be mutually agreed upon by the City Council and the Mount Rainier National Park (RCW 39.33.010);

NOW, THEREFORE, the City of Gig Harbor hereby resolves as follows:

Section 1. The City Council hereby declares the following identified equipment surplus:

	EQUIPMENT	SERIAL/ID NUMBER	MODEL
1	Motorola HT 1000 Radio	402AUC1027	H01KDC9AA3AN
2	Motorola HT 1000 Radio	402AUC1028	H01KDC9AA3AN
3	GE PCS Radio/Charger	1342782	PC202S
4	GE PCS Radio/Charger	1438539	PC202S
5	GE PCS Radio/Charger	1342781	PC202S
6	GE PCS Radio/Charger	1438538	PC202S
7	GE PCS Radio/Charger	1438541	PC202S
8	GE PCS Radio/Charger	1055316	PC202S
9	GE PCS Radio/Charger	1168355	PC202S
10	Motorola HT 1000 Radio	402AUC1023	H01KDC9AA3AN
11	Federal Signal Mirror Light	97296	ML2-GM
12	Code 3 Arrow Stick		AS-2
13			
14			

Section 2. The City Council hereby declares that the transfer of the above identified equipment may be transferred to the Mount Rainier National Park without cost or payment of any kind.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE

APPROVED AS TO FORM:

CAROL A. MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK: 6/26/03
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
DATE: JUNE 10, 2003
SUBJECT: CITY HALL PURCHASE AND SALE AGREEMENT

BACKGROUND

The old City Hall is excess to municipal needs consequent to completion of the new Civic Center. The funds received from the sale of the old City Hall building are intended to start a fund to retire the Civic Center bonds early.

Previously, the City Council passed a resolution that declared City Hall surplus and established conditions of sale. Upon approval of Resolution 588, the property was to be sold through the bid process, and first offered to 501 C(3) non-profits. If the city did not receive an offer and reach an agreement, then the building was to be offered to the general public. No 501C(3) offers were received and the building was then offered to the general public.

The attached purchase and sale agreement is for \$1,013,780.

FISCAL CONSIDERATIONS

The city borrowed \$7,825,000 from the bond market in June 2001 for the Civic Center project. The average annual debt service payment over the 25-year life of the bonds is \$580,000. Bonds maturing in the years 2007 through 2011 are not subject to early redemption, however, bonds maturing on or after June 1, 2012 are subject to redemption at the option of the city on any date after June 1, 2011. The city can unburden the General Fund and save \$3,000,000 in interest if the bonds are retired in June, 2011 rather than June, 2026.

As of June 1, 2011, bonds in the amount of \$6,520,000 will be outstanding. In order to retire the bonds in 2011, the city will have to invest an additional \$600,000 annually until 2001. If the city sells the city hall and invests \$1,000,000 immediately toward this purpose, the annual payment to retire the bonds would be reduced to \$500,000. This is an annual savings of \$100,000 that could be utilized for alternate yearly service obligations.

RECOMMENDATION

I recommend that Council motion to approve the attached purchase and sale agreement.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, (hereinafter the "Agreement,") is entered into this 10 day of July, 2003, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "Seller") and etc Real Estate Investments, LLC, a Washington Limited Liability Company, 4227 Burnham Drive, Gig Harbor, Washington 98332 (hereinafter the "Purchaser");

WHEREAS, Seller is the owner of that certain real property with improvements consisting of a non-residential structure, located at 3105 Judson, in Gig Harbor, Washington, more particularly described in Exhibit A, attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the Seller desires to sell the property upon the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Purchase and Sale of the Property. Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the Property described in Exhibit A, together with all the existing easements and rights-of-way on the Property.

2. Purchase Price and Manner of Payment for the Property.

2.1 Purchase Price. The total purchase price for the Property (the "Purchase Price") shall be One Million, Thirteen Thousand, Seven Hundred Eighty Dollars and No Cents (\$1,013,780.00). The earnest money shall be Five Thousand Dollars (\$5,000.00), which is due and payable upon execution of this Agreement by both parties. The remaining balance shall be due on Closing.

2.2 Prorations. Any prorations as determined in Section 6 herein shall be reflected in the amount paid to the Seller at Closing.

2.3 Closing Date for Property. The closing of the Property shall be held no later than August 29, 2003, or earlier at Purchaser's option, in the office of the Escrow Agent. The Seller agrees to maintain the Property and its improvements in their present condition, normal wear and tear excepted, until Purchaser is entitled to Possession at Closing. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Escrow Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of

the interruption of available transport, strikes, fire, flood, or extreme weather, governmental relations, incapacitating illness, acts of God, or other similar occurrences, the Closing Date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the Closing as provided herein without the written agreement of the parties.

3. **Deliveries at Closing of Property.** At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property and all improvements thereon, by statutory warranty deed (the "Deed"), duly executed and in recordable form and insurable as such by Chicago Title Company, Washington, on an ALTA form B Owner's form of title insurance policy, or if Purchaser so desires and pays any additional premium, an ALTA Extended Policy (the "Title Policy"). Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances other than the Permitted Exceptions, as defined in Section 10 hereof. Seller shall deliver to Purchaser at Closing, the following documents (all of which shall be duly executed and acknowledged where required and, unless otherwise agreed, deposited with the Escrow Agent): (a) the Deed; (b) the Title Policy, or the irrevocable commitment of the title insurer in writing to Purchaser to deliver same in a form satisfactory to Purchaser; (c) Such other documents, if any, as may be reasonably requested by the Purchaser to enable the Purchaser to consummate and close the transactions contemplated by this Agreement pursuant to the terms and provisions and subject to the limitations hereof.

4. **Possession.** Possession of the Property shall be delivered by Seller to Purchaser at the Closing.

5. **Closing Costs Relating to the Property.** Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows: (a) the full cost of securing the title insurance policy for Purchaser referred to herein shall be shared equally between Seller and Purchaser; (b) the cost of recording the Deed to Purchaser shall be paid by Purchaser; (c) all other expenses of escrow and recording fees shall be paid by shared equally between Seller and Purchaser. ~~Seller shall pay the excise tax.~~ Encumbrances to be discharged by Seller to provide clear title or to correct any condition noted on a hazardous materials inspection report for the Property shall not be expenses of escrow.

6. **Prorations.** The following items shall be prorated between Purchaser and Seller as of midnight the day immediately preceding the Closing Date; such prorations favoring Purchaser shall be credited against the Purchase Price payable by Purchaser at Closing, and such prorations favoring Seller shall be payable by Purchaser at Closing in addition to the cash portion of the Purchase Price payable by Purchaser at Closing:

6.1 Any applicable City, state and county ad valorem taxes for the calendar year of Closing based on the ad valorem tax bill for the Property, if then available, for such year, or if not, then on

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gw
7/10/03

the basis of the ad valorem tax bill for the Property for the immediately preceding year. Taxes for all years prior to the calendar year of Closing shall be paid by Seller at or prior to Closing;

6.2 Utility charges, including water, telephone, cable television, garbage, storm drainage, sewer, electricity and gas, and maintenance charges, if any, for sewers. In conjunction with such prorations, Seller will notify, or cause to be notified, all utilities servicing the Property of the change of ownership and direct that all future billings be made to Purchaser. Seller shall use its best efforts to procure final meter readings for all utilities as of the Closing Date and to have such bills rendered directly to Purchaser. Any utility deposits previously paid by Seller shall remain the property of Seller, and to the extent necessary for Seller to receive such payments, Purchaser shall pay over such amounts to Seller at Closing and take assignment of such deposits. Notwithstanding the above, it is the express intent of the parties that all of the expenses and costs detailed above will be allocated such that the Seller will pay for all such expenses and costs incurred prior to Closing and Buyer will pay for all such expenses and costs incurred after Closing.

6.3 Said prorations shall be based on the actual number of days in each month and twelve (12) months in each calendar year. Any post closing adjustment due either party shall be promptly made.

6.4. The parties shall reasonably agree on a final prorations schedule prior to Closing and shall deliver the same to Escrow Agent. Based in part on the prorations statement, Escrow Agent shall deliver to each party at the Closing a closing statement containing a summary of all funds, expenses and prorations passing through escrow.

7. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to acquire the Property shall be conditioned upon the satisfaction, or waiver by Purchaser of the following conditions: (a) approval of this Agreement by the Gig Harbor City Council; (b) receipt of a Hazardous Substances Certificate, which is set forth in Section 9 of this Agreement; and (c) the ability of Purchaser to obtain financing for the purchase of the Property whereby such condition precedent shall be deemed waived if Purchaser does not notify Seller by August 15, 2003 of its inability to obtain financing for the purchase.

8. Seller's Covenants.

8.1 Right of Inspection. At all times prior to Closing, Seller shall (a) permit Purchaser and such persons as Purchaser may designate to undertake such investigations and inspections of the Property as Purchaser may in good faith require to inform itself of the condition or operation of the Property and (b) provide Purchaser with complete access to Seller's files, books and records relating to the ownership and operation of the Property, including, without limitation, contracts, permits and licenses, zoning information, during regular business hours upon reasonable advance notice. Seller

agrees to cooperate in connection with the foregoing and agrees that Purchaser, its agents, employees, representatives or contractors shall be provided promptly upon request such information as shall be reasonably necessary to examine the Property and the condition thereof.

8.2 Encumbrances. At no time prior to Closing shall Seller encumber the Property or any portion thereof with encumbrances, liens or other claims or rights (except such as may exist as of the date hereof) unless (a) such encumbrances are necessary and unavoidable, in the reasonable business judgment of Seller, for the conduct of Seller's use of the Property (which in no case shall include mortgages, deeds of trust or other voluntary security interests), (b) Seller discloses the same to Purchaser in writing and (c) Seller covenants to remove (and does remove) the same prior to Closing. Seller agrees to provide Purchaser evidence of lien releases in connection with any liens on the Property prior to the Closing Date.

8.3 Material Changes. Seller shall: (a) promptly notify Purchaser of the occurrence of any fact, circumstance, condition or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate and (b) deliver to Purchaser any notices of violation of law received by Seller prior to Closing.

8.4 Additional Improvements. Seller shall not enter into any agreements regarding additional improvements to be made to the Property following the Effective Date and prior to Closing, without the prior approval from Purchaser.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as follows:

9.1 Title to Property. Seller owns fee simple title to the Property, free and clear of all restrictions, liens, easements, mortgages, covenants, leases, exceptions and restrictions of any kind, Uniform Commercial Code financing statements, security interests, and other encumbrances, except for the Permitted Exceptions (as described in Section 10.3).

9.2. Hazardous Substances on the Property.

9.2.1 Definitions. (a) "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or materials that are regulated under any federal, state or local law pertaining to environmental protection, contamination remediation or liability. The term includes, without limitation, (i) any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Model Toxics Control Act (Chapter 70.105D RCW), the Hazardous Waste Management Act (Chapter 70.105 RCW), and regulations promulgated there under, as these statutes and regulations shall be amended from time to time, and (ii) any substances that, after being released into the environment

and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through the food chain, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. For the purposes of this definition, the term "Hazardous Substances" includes, but is not limited to, petroleum chemicals, asbestos-containing material and lead paint. (b) "Release" means any intentional or unintentional entry of any hazardous substance into the environment, including, but not limited to, air, soils, surface water and ground water.

9.2.2 Absence of Hazardous Substances. Seller warrants that it has not released or disposed of any Hazardous Substances on the Property. Seller warrants that it has not constructed, placed, deposited, stored, disposed or located any of the following on the Property: (a) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (b) any insulating material containing urea formaldehyde; and to the best of Seller's knowledge the Property is not subject to hazardous condition due to the presence of an electromagnetic field within or affecting the Property.

9.2.3 Violations. Seller has not received any notice of, and is not aware of, any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to Hazardous Substances emanating from, caused by or affecting the Property.

9.2.4 Underground Storage Tanks. Seller warrants that the Property contains no underground storage tanks for the storage of fuel oil, gasoline, and/or other petroleum products or by products.

9.2.5 No Assessments. No assessments have been made against the Property that are unpaid, whether or not they have become liens.

9.2.6 Boundary Lines of Property. To the best of Seller's knowledge, the improvements on the Property are located entirely within the boundary lines of the Property, and to the best of Seller's knowledge there are no disputes concerning the location of the lines and corners of the Property.

9.2.7 Litigation. Seller has no actual knowledge of any, and there is no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Property. There are no outstanding claims on Seller's insurance policies, which relate to the Property. Seller has not received any notice of any claim of noncompliance with any laws, from any governmental body or any agency, or subdivision thereof bearing on the construction of the Improvements, the landscaping or the operation, ownership or use of the Property.

9.2.8 Authorization. Seller has the full right and authority to enter into this Agreement and consummate the sale, transfers and assignments contemplated herein; and the person signing this Agreement and any other document or instrument contemplated hereby on behalf of Seller is authorized to do so. All of the documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed, and delivered by Seller, are and at the time of Closing will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

9.2.9 Liens. All expenses in connection with the construction of the Property and any reconstruction and repair of the Property have been fully paid, such that there is no possibility of any mechanics' or materialmen's liens being asserted or filed in the future against the Property in respect of activities undertaken prior to Closing.

10. Title Examination and Objections.

10.1 Title Review. Seller shall cause Chicago Title Company (the "Title Company") to furnish to Purchaser, at Seller's expense, a title insurance commitment, on an ALTA approved form for the Property (the "Title Report"). Purchaser shall have fifteen (15) days after receipt of such Title Report to conduct an examination of Seller's title to the Property and to give written notice to Seller of any title matters, which affect title to the Property and which are unacceptable to Purchaser or to outrightly reject such Title Report and terminate the Agreement (the "Title Objections"). If Purchaser fails to object to any matter which is of record as of the date hereof prior to the expiration of such fifteen (15) day period, then, except with respect to any security instrument or lien affecting the Property, Purchaser shall be deemed to have waived its right to object to any such matter and all of such matters shall be deemed a permitted title exception for purposes of this Agreement (collectively, with those matters described in this Section, the "Permitted Exceptions").

10.1.1 Upon receipt from the Purchaser of a written notice of any Title Objection, together with a copy thereof, the Seller shall, within fifteen (15) days of receiving such notice, provide written notice to Purchaser that Seller (a) will satisfy or correct, at Seller's expense, such Title Objection, or (b) refuses to satisfy or correct, in full or in part, such Title Objection, stating with particularity which part of any Title Objection will not be satisfied. The above notwithstanding, Seller may not refuse to satisfy security interests, liens or other monetary encumbrances affecting the Properties. As to those Title Objections which Seller agrees to satisfy or cure, or is required to satisfy or cure, Seller shall, on or before the Closing Date, (i) satisfy, at Seller's expense, security interests, liens or other monetary encumbrances affecting the Property (and all of Seller's obligations under or relating to each of the foregoing), and (b) satisfy or correct, at Seller's expense, all other Title Objections affecting the Property that the Seller has agreed to satisfy or cure.

10.2 Failure to Cure. In the event that Seller fails to satisfy or cure any Title Objection of which it is notified, and if Seller has provided timely written notice that it refuses to satisfy or correct such objections, then on or before the Closing Date, the Purchaser shall by written notice to the Seller elect one of the following:

10.2.1 To accept Seller's interest in the Property subject to such Title Objections, in which event such Title Objections shall become part of the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement; or

10.2.2 To terminate this Agreement in accordance with the provisions herein.

10.3 Section 10.1 notwithstanding, Purchaser may not object to the following title matters, which shall be considered "Permitted Exceptions": (a) real property taxes or assessments due after Closing; (b) easements consistent with Purchaser's intended use of the Property; (c) reserved oil and/or mineral rights; (d) rights reserved in federal patents or state deeds; and (e) governmental building and land use regulations, codes, ordinances and statutes.

11. Default.

11.1 By Seller. In the event of a default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have, including Specific Performance, be entitled to immediately cancel this Agreement and receive a refund of its earnest money deposit and interest; provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property.

11.2 By Purchaser. In the event of any default by Purchaser, prior to the close of escrow, Seller's sole remedy shall be to terminate the escrow and Purchaser's right to purchase the Property and receive the earnest money deposited by Purchaser hereunder and interest thereon as liquidated damages.

11.3 General. If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party ten (10) days' prior written notice) refund any monies deposited by the non-defaulting party, and return any documents deposited with the Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder.

12. Condemnation or Destruction.

12.1 **Condemnation.** Seller hereby represents and warrants that Seller has no knowledge of any action or proceeding pending or instituted for condemnation or other taking of all or any part of the Property by friendly acquisition or statutory proceeding by any governmental entity. Seller agrees to give Purchaser immediate written notice of such actions or proceedings that may result in the taking of all or a portion of the Property. If, prior to Closing, all or any part of the Properties is subject to a bona fide threat or is taken by eminent domain or condemnation, or sale in lieu thereof, then Purchaser, by notice to Seller given within twenty (20) calendar days of Purchaser's receiving actual notice of such threat, condemnation or taking by any governmental entity, may elect to terminate this Agreement. In the event Purchaser continues or is obligated to continue this Agreement, Seller shall at Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award. During the term of this Agreement, Seller shall not stipulate or otherwise agree to any condemnation award without the prior written consent of Purchaser.

12.2 **Damage or Destruction.** Prior to Closing, the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by Seller. After Closing, the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by the Purchaser.

13. Indemnification.

13.1 **Seller's Indemnification.** Seller shall indemnify and defend Purchaser (including its officers, officials, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including reasonable attorneys' fees and court costs (collectively, "Claims") incurred by Purchaser on account of Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement

13.2 **Purchaser's Indemnity.** Purchaser shall indemnify and defend Seller (including its officers, officials, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including reasonable attorneys' fees and court costs (collectively, "Claims") incurred by Seller on account of Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Purchaser contained in this Agreement.

14. **Assignment.** Neither party shall be entitled to assign its right, title and interest herein to any third party without the written consent of the other party to this Agreement. Any approved assignee shall expressly assume all of the assigning party's duties, obligations, and liabilities hereunder but shall not release the assigning party from its liability under this Agreement.

15. Representations Regarding Brokers. Seller and Purchaser each represent and warrant to the other that neither has employed, retained or consulted any broker, agent or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein.

16. Notices. All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by fax, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand, fax or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

SELLER: City of Gig Harbor
 Attn: Mark Hoppen, Administrator
 3510 Grandview Street
 Gig Harbor, WA 98335

PURCHASER: etc Real Estate Investments, LLC
 Attn: Doug Clark
 4227 Burnham Drive
 Gig Harbor, WA 98332

With a copy to: Carol A. Morris, City Attorney
 Law Office of Carol A. Morris, P.C.
 P.O. Box 948
 Seabeck, WA 98380-0948

17 Miscellaneous.

17.1 **Governing Law and Construction.** This Agreement shall be construed and interpreted under the laws of the State of Washington. The titles of sections and subsections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

17.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

17.3 Rights, Powers and Privileges. Except as expressly provided under the terms of this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

17.4 Waiver. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

17.5 Time. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

17.6 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

17.8 Survival. Each of the covenants, agreements, representations and warranties herein shall survive the Closing and shall not merge at Closing with any deed, bill of sale or other document of transfer.

17.9 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

17.10 Time Periods. If the Time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

17.11 Severability. If a court of competent jurisdiction invalidates a portion of this Agreement, such invalidity shall not affect the remainder.

17.12 Modifications. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing, duly executed by each of the parties affected thereby.


17.13 Attorneys' Fees. If Purchaser or Seller institute suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and reasonable attorneys' fees from the non-prevailing party. The venue of any suit shall be in Pierce County, Washington.

17.14 Termination. If this Agreement is terminated, neither party hereto shall have any further rights or obligations under this Agreement whatsoever, except for such rights and obligations that, by the express terms hereof, survive any termination of the Agreement. If this Agreement is terminated prior to the Closing Date for any reason not the fault of Seller, then the Purchaser's earnest money shall be immediately paid to the Seller.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives on the dates indicated below, to be effective as of the date and year first above written.

PURCHASER:

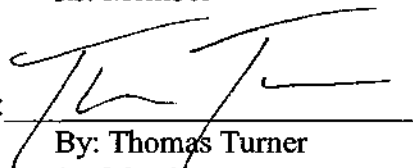
etc Real Estate Investments, LLC

By:  _____

By: Doug Clark
Its: Member

By:  _____

By: Eric Engelland
Its: Member

By:  _____

By: Thomas Turner
Its: Member

SELLER:

THE CITY OF GIG HARBOR

By: _____

Exhibit 'A'

LEGAL DESCRIPTION

Commencing at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 North, Range 2 East of the Willamette Meridian; thence East 135 feet; thence S 0°56' W, 170 feet to the TRUE POINT OF BEGINNING; thence East 150.27 feet; thence S 0°56' W, 130 feet; thence West 150.47 feet; thence N 0°56' E to the True Point of Beginning.

Also described as Lots 19, 20 and 21 of S. P. Judson's Survey and Subdivision of a part of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter, and that part of the Northeast of the Northwest Quarter, lying South of the Burnham-Hunt County Road, all in Section 8, Township 21 North, Range 2 East, W.M., dated November 2, 1927.

City of Gig Harbor

Thursday July 10, 2003
Receipt No.0012457

3:26 PM

THIS IS NOT AN ORIGINAL RECEIPT.
THIS IS A COPY.

FAPRD2
Proceeds/Sale of FA-001/CH
oice Consultants Inc./Sale
of 3105 Judson St/Earnest
Money Deposit

5,000.00

Total

5,000.00

Payment: Check

5,000.00

5268

Cash: 0.00
Change: 0.00

Customer: Choice Consultants Inc.
Cashier: JP
Station: CRI



"THE MARITIME CITY"

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYORGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE
SUBJECT: JUNE INFORMATION FROM PD
DATE: JULY 9, 2003

MB

The June activity statistics are attached for your review.

Our two Reserve Officers provided 74 hours of service in June. This was split between patrol, bike patrol, and training time. Our two recruit Reserve Officers are currently attending the Reserve Officer Basic Academy. We have completed the background process on a third new Reserve and he will be joining the department within the next two weeks.

The bike unit was used for 42.5 hours of patrol time in June. The bikes were used on the Cushman Trail, at the Maritime Gig events, and at the Olympic Village shopping area as well as random patrol.

The Marine Services Unit provided 80 hours of service in June. This was divided between 76 hours of patrol, 2.5 hours for administrative purposes, and 1 1/2 hours of maintenance. The unit responded to one dispatched call, performed 23 marine inspections, one search and rescue call, 5 boater assists, and 3 boating complaints.

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

June 2003

	<u>June</u> <u>2003</u>	<u>YTD</u> <u>2003</u>	<u>YTD</u> <u>2002</u>	<u>% chg</u>
CALLS FOR SERVICE	578	2925	2869	2%
SECONDARY OFFICER ASSIST	83	409	416	-16%
CRIMINAL TRAFFIC	10	58	45	29%
TRAFFIC INFRACTIONS	86	477	423	13%
DUI ARRESTS	3	25	38	-34%
FELONY ARRESTS	9	52	51	2%
WARRANT ARRESTS	13	37	42	-12%
MISDEMEANOR ARRESTS	24	149	118	-26%
CASE REPORTS	135	669	625	7%
REPORTABLE VEHICLE ACCIDENTS	15	89	102	-13%

Mayor's Report
July 10, 2003

Transportation Challenges: Maritime Solutions

On July 1st, it was a privilege to have had an active part in the initial forum to begin to coordinate regional planning to utilize all of Puget Sound as an alternative transportation corridor for passenger ferries and water taxis.

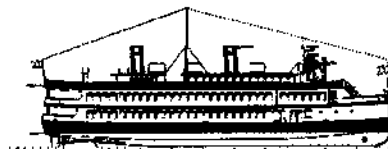
Over 250 participants (list attached) recognized the importance of public-private partnerships in providing service to communities, tourists and for economic development. Congressman Norm Dicks joined Senator Patty Murray and transportation leaders of our State Legislature delegation on the podium.

TVW filmed the 5-hour forum, and this will be showing this week.

Gig Harbor could be in a position to apply for federal funds to provide a passenger / water taxi landing in conjunction with a Maritime Pier.

Water landings could also be of importance in securing funds for homeland security landings to be utilized in the event of an emergency.

The Transportation Forum conference binder will be in the Council Office for your convenience.



Dear Colleagues:

July 1, 2003

Welcome to the initial session of the Puget Sound Passenger Ferry Coalition. Our "floating forum" is launched appropriately on the locally constructed, turn-of-the-century style vessel *Royal Argosy*, courtesy of Argosy Cruises.

Today's forum, "**Transportation Challenges: Maritime Solutions**," is facilitated by Discovery Institute's Cascadia Project and is co-sponsored by a broad-based group of public agencies and maritime interests listed in the program.

Our coalition's mission is simple: to provide an opportunity for future partnerships around Puget Sound to support the expansion of passenger ferry service and water taxis to supplement our state ferry system. Our initial goals include:

- Communication with other ferry systems to support federal initiatives to enhance the role of ferries as an integral part of our nation's transportation system
- Coordination of local initiatives for public-private partnerships in ferry service around Puget Sound
- Connectivity at ports with multi-modal transportation systems and community development initiatives

As we work through today's agenda, please use the attached "Feedback Form" to comment on the issues and help us frame the organization's program. We are an inclusive coalition and want to hear your ideas and encourage your participation.

Welcome Aboard!

Honorary Co-Chairs,

Handwritten signature of Gretchen Wilbert in cursive script.

Gretchen Wilbert, Mayor, Gig Harbor

Handwritten signature of Dow Constantine in cursive script.

Dow Constantine, Councilmember, King County

Handwritten signature of Cary Bozeman in cursive script.

Cary Bozeman, Mayor, Bremerton

Handwritten signature of Peter Philips in cursive script.

Peter Philips, Publisher, *Pacific Maritime Magazine*

Handwritten signature of Chris Endresen in cursive script.

Chris Endresen, Commissioner, Kitsap County

Handwritten signature of Mark Asmundson in cursive script.

Mark Asmundson, Mayor, Bellingham

Towslee, Molly

From: Janet Markwardt [janetm@discovery.org]
Sent: Friday, June 27, 2003 6:33 PM
To: Bruce Agnew
Subject: July 1 Ferry Forum: Transportation Challenges: Maritime Solutions

Attn Floating Forum Registrants:

We are delighted that you will be attending the July 1 Passenger Ferry Floating Forum: **"Transportation Challenges: Maritime Solutions."**

The forum will be held this Tuesday aboard the M/V Royal Argosy, graciously donated by John Blackman, CEO of Argosy Cruises.

The ship will be docked at Pier 66, adjacent to the Bell Harbor Conference Center.

For driving directions to Bell Harbor, please visit:
<http://www.bellharbor.org/directions.aspx?SecID=92>

Registration will begin at 9:15 a.m. on board the vessel. Please arrive early to ensure the best seats — we are at capacity!
The forum will begin at 10 a.m. Please see the attached agenda for further details.

Please note: the vessel will be embarking at 11 a.m. for a two-hour cruise of Elliott Bay. We will return at 1 p.m. and be dockside at Pier 66 for the remainder of the day.

We have had an overwhelming response and anticipate a stellar event. If you are unable to make the forum, please let me know on Monday and we will open your spot to someone on our waiting list. Your registration fee will be fully refunded.

The conference will be filmed by TVW — we will notify registrants of airtimes when they are announced.

For conference background, please refer to the following article, published in the Puget Sound Business Journal on June 23:
<http://www.discovery.org/viewDB/index.php3?command=view&id=1494&program=Cascadia>

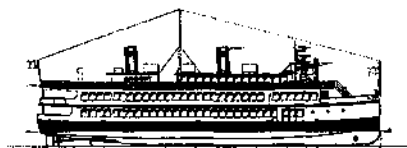
Thank you all for your interest in the conference and in this issue.
We look forward to seeing you all on Tuesday!

Kind regards,

6/30/2003

--

Janet Markwardt
Director of Events & Membership
Discovery Institute/Cascadia Project
(206) 292-0401, x111



PUGET SOUND PASSENGER FERRY COALITION
Presents
Transportation Challenges: Maritime Solutions

July 1, 2003

A Floating Forum aboard the Royal Argosy
Pier 66, Seattle



10 a.m. Welcoming Remarks

Bruce Chapman, President, Discovery Institute
Richard Conlin, Seattle City Council
US Representative Norm Dicks, Sixth District

10:15 – 11 a.m. Around the Sound Update

Mariner Room

**Roving Microphone: Bruce Agnew, Director,
Discovery Institute's Cascadia Project**

Honorary Co-chairs

- Gig Harbor Mayor Gretchen Wilbert
- Bellingham Mayor Mark Asmundson
- Bremerton Mayor Cary Bozeman
- Kitsap County Commissioner Christene Endresen
- King County Councilmember Dow Constantine
- Peter Philips, Publisher, *Pacific Maritime Magazine*

State Legislators

- Senator Jim Horn
- Representative Ed Murray
- Senator Mary Margaret Haugen
- Representative Phil Rockefeller

Added Local Perspectives

Rob Bordner, Save Our Ferries, Vashon Island

Dave Freiboth, President, IBU

11 a.m – 1 p.m. Elliott Bay Cruise

11 a.m. – 12 p.m. Maritime Industry Outlook

Moderator: Darrell Bryan, Clipper Navigation

- Mike Thorne, Director, Washington State Ferries
- Dick Hayes, Director, Kitsap Transit
- John Blackman, CEO, Argosy Cruises
- Matt Nichols, President, Nichols Brothers Boat Builders
- Rob Henry, VP, Facilities Engineering, Art Anderson Associates

12 – 1:15 p.m. Luncheon Voyager Room, Royal Argosy

Moderators: Mayor Gretchen Wilbert and Peter Philips

Recognition of Virginia V Foundation, US Coast Guard, Mosquito Fleet

1:15 - 2 p.m. NY and SF Bay: Ambitious Visions, Successful Applications

- Arthur E. Imperatore Jr., President & CEO, New York Waterway
- Tom Bertken, CEO, SFO Water Transit Authority

2 – 2:45 p.m. Federal Ferry Discretionary Program - Update

Moderators: Paige Miller, Commissioner, Port of Seattle and Mike Thorne

- Sen. Patty Murray, ranking member, Sen. Transportation Appropriations
- Rep. Rick Larsen, member, House Transportation and Infrastructure Com.

2:45 – 3 p.m. TEA-21 and Committee Update

- Lloyd Jones, Chief of Staff,
House Transportation and Infrastructure Committee

Resource Panel Comments and Audience Questions

Moderators: Mayors Mark Asmundson and Cary Bozeman

- Rick Krochalis, Regional Administrator, Federal Transit Administration
- Captain Danny Ellis, USCG
- David Freiboth, President, IBU
- Lyn McClelland, Regional Representative, MARAD
- Peter Philips, Pacific Maritime Magazine
- Bruce King, Garvey, Schubert & Barer

4 - 6 p.m. Industry Reception Aboard Roya

Sponsored by: Victoria Clipper, Argosy Cruises,

PACIFIC
MARITIME
www.pacmar.com MAGAZINE

Towslee, Molly

From: Janet Markwardt [janetm@discovery.org]
Sent: Thursday, July 03, 2003 3:27 PM
To: Bruce Agnew
Subject: Ferry Conference Follow-up

Attn Conference Attendees:

Six short weeks ago, when we started planning the Puget Sound Passenger Ferry Coalition conference, we had no idea of the enormous response that would ensue.

There were three key factors that sparked the conference: John Blackman's donation of the Royal Argosy for the event, securing a spot on Senator Murray's busy schedule, and arranging the participation of speakers Arthur E. Imperatore Jr. NY Waterway and Tom Bertken of SF Water Transit Authority. These sparks started a momentum that did not stop.

The conference was best captured by Poulsbo Councilmember Jim Henry III, who after scanning the capacity crowd, announced:
"Why, *everyone's* here!"

It truly was impressive to see all you in attendance: from the mayors of Puget Sound, to the community and labor groups represented, to the boat builders (coming from as far as Alaska and Alabama), to the regional and federal leaders, to the European delegation from the German Marshall Fund.

I do not know when such a group has been together before, united in a common interest.

The response to the conference has been overwhelmingly positive. Kudos to our sponsors, speakers, and the exceptional staff at Argosy Cruises. This would not have been possible without all of you.

The conference was filmed by TVW — the station has divided the conference into four segments.

The first two segments will be shown at the following airtimes this weekend:

- *1st segment, Friday, July 4, 6 pm
- *2nd segment, Friday, July 4, 8:47 pm
- *1st segment, Saturday, 2 am, 10 am
- *2nd segment, Saturday, 4:47 am, 12:47 pm
- *Sunday – 2nd segment, 6:59 pm
- *Monday – 1st segment, 3:42 am, 3:42 pm
- *Monday – 2nd segment, 6:59 am

To find your local TVW chanel, please visit:

<http://www.tvw.org/tvguide/findchannel.cfm?CFID=97539&CFTOKEN=68498905>

The final two segments will be shown later next week. After the airtimes are set, we will post the schedule on the Cascadia Project Website: www.cascadiaproject.org. Please refer to the website for further news and updates on the Passenger Ferry Coalition.

Also, we are interested in your feedback — please fill out the surveys in your conference binders and direct them to my attention either via fax (206-682-5320) or by mail (Discovery Institute, 1511 Third Ave, Ste 808, Seattle, WA 98101).

Thank you all once again for your involvement in this conference — we look forward to your future participation in the Puget Sound Passenger Ferry Coalition!

Kind regards,

Janet Markwardt
Director of Events & Membership
Discovery Institute/Cascadia Project
(206) 292-0401, x111

Towslee, Molly

From: Peter Philips [peter@pacmar.com]
Sent: Monday, July 07, 2003 4:29 PM
To: Dow Constantine; Mark Asmundson; Christine Endresen; Towslee, Molly; Carey Bozeman; Bruce Agnew
Cc: Holly McQueen; Teresa Gonzales
Subject: Re: Ferry Forum Follow up

I'm getting good feedback from the industry sector too Bruce, and I'm excited to help move this forward. I'm available.

Peter

----- Original Message -----

From: Bruce Agnew
To: Peter Philips ; Carey Bozeman ; Gretchen Wilbert ; Christine Endresen ; Mark Asmundson ; Dow Constantine
Cc: Teresa Gonzales ; Holly McQueen
Sent: Monday, July 07, 2003 3:57 PM
Subject: Ferry Forum Follow up

Hello Everyone,

Thanks so much for your support and participation in the ferry forum - we are getting great feedback.

In case you didn't catch them, below are links to some great articles on the forum and the passenger ferry issue in general. We want to do op-eds in your area so I will be in touch with each of you.

I would like your thoughts and feedback on the forum and next steps for the coalition. I am drafting an organization chart, strategy and objectives that I will send to you within the next week for your comments and input. We need to meet at some point in the future but this will get the ball rolling.

Teresa Gonzales will be working with us to coordinate the work and keep our website up to date. She has drafted an outline for structuring this area of our website and she would appreciate your feedback. I've attached the outline. Her email address is tg@discovery.org (see above also).

Please keep your books from the forum for future updates. Also, look over the attendee list and let us know if there is someone who didn't attend the forum that should.

I look forward to hearing from you.

Bremerton Sun (2), Post-Intelligencer (1), Puget Sound Business Journal (2)

<http://www.thesunlink.com/redesign/2003-07-02/local/191403.shtml>

<http://www.thesunlink.com/redesign/2003-06-29/local/189063.shtml>

http://seattlepi.nwsourc.com/transportation/128972_ferries01.html

<http://seattle.bizjournals.com/seattle/stories/2003/07/07/editorial1.html>

<http://seattle.bizjournals.com/seattle/stories/2003/06/23/story5.html>

--

Bruce Agnew

Director

Cascadia Project

Discovery Institute

1511 Third Avenue

Suite 808

Seattle WA, 98101

ph: 206-292-0401 x113

cell: 206-228-4011

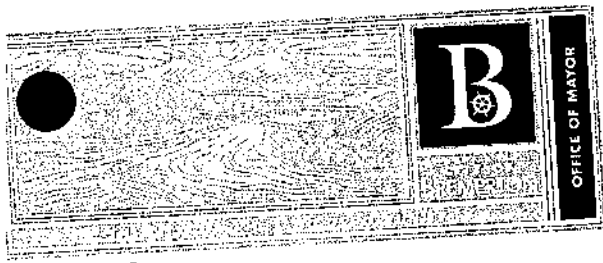
fax: 206-682-5320

email: bagnew@discovery.org

PUGET SOUND PASSENGER FERRY COALITION [website]

Mission Statement

- Fact Sheet
- Ferry Forum – July 1, 2003
 - Agenda
 - Sponsors
 - Attendee List
 - Notes
 - Related News Articles
 - Presentations
 - New York Waterways – Arthur Imperatore Jr.
 - San Francisco Watertransit Authority –
 - Maritime Labor – Dave Freiboth
- Ferry Coalition Meeting – March 30, 2003
 - Agenda
 - Sponsors
 - Attendee List
 - Notes
 - Related News Articles
 - Presentations
 - Kitsap Transit – Dick Hayes
 - Cambridge Systematics -
- Ferry Related News Articles
- Ferry Documents
 - Summary of the Ferry Transportation Act (Senator Patty Muray-sponsor)
 - Glossary of Major Federal Programs That Support Maritime Transportation Projects
 - New Passenger Ferry Service for Puget Sound (By: Tom Jones for Cascadia Project)
 - Ferry Boat Discretionary Program
 - Maritime Labor Unions
 - Mosquito Fleet History



Mayor Cary Bozeman

RECEIVED
JUL 07 2003
BY:

cbozeman@ci.bremerton.wa.us
239 4th Street
Bremerton, WA 98317

GRETCHEN,

IT WAS NICE TO MEET

YOU AND I ENJOYED YOUR COMMENTS

AT THE FERRY MEETING. THIS IS

IMPORTANT STUFF AND WE ALL NEED

TO KEEP PUSHING.

YOU HAVE A WONDERFUL CITY.

BEST WISHES,

Transportation Challenges: Maritime Solutions

**Registration List:
July 1, 2003
M/V Royal Argosy**

<u>Prefix</u>	<u>First</u>	<u>Last</u>	<u>Title</u>	<u>Company</u>
Mrs.	Tina	Albro	Coordinator	German Marshall Fund
Mr.	Anastassios	Alexandridis	Executive Vice President	Greek Fed. of Industries, German Marshall Fund
Mr.	Dave	Allen		Allen Marine, Inc.
Comm.	Dave	Almond	Commander, USCG	US Coast Guard
Mr.	Donnie	Anderson	Asst. VP of the West Coast	Seafarers International Union
Mr.	Eric	Anderson	President & CEO	Art Anderson Associates
Mr.	Mike	Anderson	Director of Operations	Washington State Ferries
Ms.	Sandie	Anderson		Art Anderson Associates
Mr.	Derik	Andreoli		University of Washington
Hon.	Mark	Asmundson	Mayor	City of Bellingham
Mr.	Ken	Attebery	Manager/Director	Port of Bremerton
Ms.	Ann	Avary	Executive Director	EDC of Jefferson County
Mr.	Harold "Buz"	Bailey	Attorney at Law	Garvey, Schubert & Barer
Mr.	Gordon	Baxter		Count Consulting
Mr.	Mike	Beck		King County Metro
Mr.	Larry	Bender		Hat Island
Mr.	Andy	Bennett		Art Anderson Associates
Mr.	Mike	Bennett	Executive Director	Mosquito Fleet
Mr.	Richard	Berkowitz		Transportation Institute
Mr.	Robert	Berman	Managing Principal	Merritt+Pardini
Mr.	Tom	Bertken	CEO	San Francisco Bay Area Water Transit Authority
Lt.	Andre	Billeadeaux	Public Affairs Officer, District 13	US Coast Guard
Mr.	Jeff	Bjornstad	Chief of Staff	Congressman Rick Larsen
Mr.	John	Blackman	CEO	Argosy Cruises
Mrs.	Mary	Blackman		Argosy Cruises
Mr.	Chris	Blazevich		NC Power Systems Co.
Ms.	Nuria Llorac	Boladeras		Catalonia Broadcast Council, German Marshall Fund
Mr.	Joseph	Bonga	Bureau of Indian Affairs	US Dept. of the Interior
Mr.	Wojciech	Bonowicz	Editor	Znak Publishing, German Marshall Fund
Mr.	Rob	Bordner		Vashon Save Our Ships
Ms.	Nancy	Borino	Marketing Director	City of Port Townsend
Hon.	Cary	Bozeman	Mayor	City of Bremerton
Mr.	Bernd	Brendel		Detroit Diesel Corp.
Ms.	Traci	Brewer-Rogstad	Terminal Operations Manager	Washington State Ferries
Mr.	L.E. (Bud)	Bronson		J M Martinac Shipbuilding Corp.

Transportation Challenges: Maritime Solutions

**Registration List:
July 1, 2003
M/V Royal Argosy**

Mr. Darrell Bryan	Vice President & General Manager	Clipper Navigation, Inc.
Mr. David Bunch		Boilermakers Local 104
Ms. Carmen Butler	Legislative Assistant	Office of Representative Patricia Lantz
Mr. Tim Caldwell	General Manager	Port Townsend Chamber of Commerce
Mr. Fred Chang	Chairman	Bremerton Ferry Advisory Committee
Mr. Dean Chinnery	District Sales Manager	Citi Capital
Ms. Lisa Cipollone		US Senator Maria Cantwell
Mr. Kevin Clark		Argosy Cruises
Ms. Wendy Clark-Getzin		Kitsap Transit
Hon. Eileen Cody	Representative 34	Washington State House of Representatives
Hon. Patricia Cohen	Mayor	City of Oak Harbor
Ms. Julie Collins	Mgr. Government Affairs	Port of Tacoma
Mr. Robert Collins	Capital Program Manager	Port of Tacoma
Hon. Richard Conlin	Councilmember	Seattle City Council
Hon. Dow Constantine	Councilmember	Metropolitan King County Counsel, District 8
Mr. John Cooper	Executive Director	Bellingham/Whatcom County CVB
Cap. John Cox		Maritime Strategy International
Ms. Mary France Culhane	Manager, Marine Engineering	San Francisco Bay Area Water Transit Authority
Hon. Ken Dahlstedt	Commissioner	Skagit County
Mr. Robert Davidson	CEO	Seattle Aquarium Society
Mr. Bill Davis		Acordia Northwest, Inc.
Mr. Ray Deardorf	Planning Director	Washington State Ferries
Ms. Paulette DeGard	Executive Director	Industry Cluster Institute
Mr. Steven Demeroutis	VP, Pacific Maritime Region	Int. Organization of Masters, Mates and Pilots
Mr. Kevin Desmond	VP of Operations & Development	Pierce Transit
Hon. Norm Dicks	Representative	U.S. House of Representatives
Ms. Shannon Dieterich	Office Administrative Manager	Merritt+Pardini
Ms. Joan Dingfield	Treasurer/Secretary	Marine Transportation Association of Kitsap (MTAK)
Mr. Trebion Dixon		Seafarers International Union
Mr. Steve Dole	CFO	Port Madison Enterprises
Hon. Dan Doran	Mayor	City of Mukilteo
Mr. Gregory Dronkert	President	Pacific Navigation
Mr. Ralph Duncan	VP, Marine Business Devel.	Art Anderson Associates
Capt. Danny Ellis	Captain of the Port, Puget Sound	US Coast Guard
Mr. Bob Elsner	Dir., Projects & Envir. Affairs	Port of Anacortes
Hon. Christene Endresen	Kitsap County Com. District 1	Kitsap County

Transportation Challenges: Maritime Solutions

**Registration List:
July 1, 2003
M/V Royal Argosy**

Ms. Berit Eriksson		Pacific Coast Maritime Consortium
Hon. Luke Esser	Senator	Washington State Senate
Comm. Scott Ferguson	CO, Vessel Traffic Service, Puget Sou	US Coast Guard
Mr. Fred Foster		North Sound Connecting Communities Project
Ms. Sally Fox		Vashon Ferry Advisory Committee
Mr. David Freiboth		Inland Boatmen's Union
RADM Jeffrey Garrett	Commander, 13th CG District	US Coast Guard
Ms. Beth Gedney		Victoria Express
Ms. Susan Gilmore	Reporter	Seattle Times
Mr. Stephen Gleaves		Jensen Maritime Consultants Inc.
Mr. Mark Goldberg	President	The M.S. Cavoad Co Inc.
Mr. Allan Golston	Chief Financial and Admin. Officer	Bill & Melinda Gates Foundation
Mr. Bob Goodwin	Coastal Resources Specialist	Washington Sea Grant, UW
Mr. Pete Grainger		Washington Sea Grant, UW
Mr. Bill Greene	Dir. of Program Devel. & Mngmt	Washington State Ferries
Mr. Elliott Gregg		Kitsap Credit Union
Mr. Michael Groesch	Coordinator	Senate Transportation Committee
Mr. Mark Gulbranson	Chief Operating Officer	Puget Sound Regional Council
Mr. John Halterman		Maritime Strategy International
Mr. Nick Handy	Executive Director	Port of Olympia
Mr. Peter Hanke	Owner	Puget Sound Express
Mr. Jack Harmon	President	Arrow Launch Service
Ms. Sharon Hart	Executive Director	Island District EDC
Hon. Mary Margai Haugen	Senator	Washington State Senate
Mr. Dick Hayes	Director	Kitsap Transit
Ms. Ada Healey	Vice President, Real Estate	Vulcan Northwest, Inc.
Ms. Natacha Henry		German Marshall Fund
Mr. Rob Henry	VP Facilities Business Devel.	Art Anderson Associates
Mr. Jim Henry III	Councilmember	City of Poulsbo
Mr. Marc Hershman	Dir. School of Marine Affairs	University of Washington
Hon. Greg Hertel	Commissioner	Port of Friday Harbor
Mr. Rus Higley		University of Washington
Mr. Darrell Hillaire	Chair	Lummi Indian Business Council
Ms. Jemae Hoffman	Mobility Manager	SDOT
Ms. Eva Hogl	Spokesperson	German Min. of Econ. & Labor, German Marshall Fund
Mr. David Hopkins	Regional Transit Manager	King County Executive's Office

Transportation Challenges: Maritime Solutions

**Registration List:
July 1, 2003**

Hon. Jim Horn	Washington State Senator	Legislative Transportation Committee
Mr. John Hough		Rocky Hill & Knowlton
Mr. Peter Hurley	Executive Director	Transportation Choices Coalition
Mr. Bruce Hutchison		The Glostn Associates, Inc.
Mr. Arthur Imperatore	President & CEO	New York Waterway
Ms. Krista Janes-Blackburn	Economic Development Director	City of Oak Harbor
Mr. Steve Jilk	Director of Economic Development	Port of Bellingham
Mr. Gary Johnston	Port Manager	Port of Kingston
Mr. Gerry Jones	CEO	Parametrix
Hon. Lloyd Jones	Chief of Staff	House Transportation & Infrastructure Committee
Mr. Patrick Jones	Executive Director	Washington Public Ports Association
Mr. Tom Jones	Consultant	TMJ Group LLC
Mr. Gary Joseph	Operations Division Director	Colville Confederated Tribes
Mr. Tom Katica		ZFI Marine
Ms. Bev Kincaid	President	Marine Transportation Association of Kitsap (MTAK)
Mr. Bruce King	Attorney at Law	Garvey, Schubert & Barer
Mr. Dale King	Consultant	Industry Cluster Institute
Ms. Nikki King	Transportation Reporter	Bremerton Sun
Mr. Charles Knudson	Co-chair	Vashon Save Our Ships
Mr. Rick Krochalis	Regional Administrator	USDOT-FTA
Mr. Duane Laible		The Glostn Associates, Inc.
Mr. Guido Landheer	Director	Dutch Transportation Ministry, German Marshall Fund
Hon. Rick Larsen	Representative	U.S. House of Representatives
Mr. Paul Lavallee	Director	IBI Group
Mr. Dale Learn	Legislative Aide	US Senator Patty Murray
Mr. Mike Leighan	City Councilmember	City of Marysville
Mr. Michael Levi	Publisher	Bremerton Sun
Mr. Mark Liedemann	Assistant Vice President	PricewaterhouseCoopers
Mr. Dick Little		City of Bellingham
Mr. Tom Luce	District Director	Congressman Norm Dicks
Ms. Darlene Madenwald		Orion Group Associates
Mr. Joe Martinac	Owner	J M Martinac Shipbuilding Corp.
Mr. Will Maupin	Board Chair	Kitsap Transit
Hon. Dean Maxwell	Mayor	City of Anacortes
Ms. Lyn McClelland	Regional Representative	Federal Maritime Administration
Rep. John McCoy	State Representative, District 38	Tulalip Tribes

Transportation Challenges: Maritime Solutions

**Registration List:
July 1, 2003
M/V Royal Argosy**

Mr. John McCurdy	Branch Agent	MEBA
Hon. Robert McKenna	Councilmember	Metropolitan King County Council
Mr. Norman McLaughlin		Kitsap County Consolidated Housing Authority
Mr. Bob McMahan	President	Marco Shipyard
Mr. Ben McMakin	Legislative Director	US Senator Patty Murray
Mr. Mike Merritt	Director of Commission Svcs	Port of Seattle
Mr. Jim Metcalf	Legislative Consultant	Kitsap Transit
Mr. Georgi Milkov	Reporter	German Marshall Fund
Mr. Bill Mitchell	President	Brainerd Foundation
Mr. Sid Mizell		VT Halter Marine, Inc.
Mr. Pete Modaff		Congressman Norm Dicks
Mr. Don Monroe	CEO	Pierce Transit
Hon. Bob Morrison	Councilmember	City of Oak Harbor
Mr. Matt Morrison	Executive Director	PNWER
Mr. Mike Morton		Island/Skagit RTPO
Mr. Bill Mossey		Pacific Detroit Diesel
Ms. Shawna Mulhall	Economic Development	City of Renton
Mr. Matt Mullett	CEO	All American Marine
Comm. Don Munks	Commissioner	Skagit County
Mr. Kery Murakami	Transportation Reporter	Seattle Post-Intelligencer
Hon. Ed Murray	Representative	Washington State House of Representatives
Hon. Patty Murray	Senator	United States Senate
Ms. Tami Neilson	Fiscal/Policy Analyst	Senate Highway and Transportation Committee
Ms. Anne Nelson		Washington Sea Grant, UW
Ms. Sharon Nelson		King County, District 8, Office of Dow Constantine
Mr. Bryan Nichols	Vice President	Nichols Bros. Boat Builders
Mr. Matt Nichols	President	Nichols Bros. Boat Builders
Hon. Darcie Nielsen	Commissioner	San Juan County
Ms. Connie Niva	Commissioner	Washington State Transportation Commission
Ms. JoAnn O'Connor	General Manager	The Steamer Virginia V Foundation
Mr. Vince O'Halloran	Branch Agent	Sailors' Union of the Pacific
Mr. Rick Olson	Communications Manager	Puget Sound Regional Council
Ms. Pati Otley	Government Affairs Director	Burlington Northern Santa Fe
Ms. Maren Outwater		Cambridge Systematics, Inc.
Mr. Dave Overstreet	Director of Public Affairs	AAA Washington/Inland
Mr. Lee Pardini	Principal	Merritt+Pardini

Transportation Challenges: Maritime Solutions

**Registration List:
July 1, 2003
M/V Royal Argosy**

Mr.	Art	Parker		Kvichak Marine Ind.
Mr.	Dave	Pasciuti		Guido Perla & Associates, Inc.
Mr.	Tim	Payne	Sr Operations Planning Manager	Pierce Transit
Mr.	Jeff	Peacock	Executive Vice President	Parametrix
Mr.	Guido	Perla		Guido Perla & Associates, Inc.
Mr.	Dave	Petrie		Petrie Transit Consultants
Mr.	Peter	Philips	Publisher	Pacific Maritime Magazine
Mr.	Jonathan	Platt		J M Martinac Shipbuilding Corp.
Mr.	Gary	Powers		Boilermakers Local 104
Mr.	Vaugh	Profit-Breaux		Vaughn Profit-Breaux Government Relations
Mr.	Rich	Purser	Board President	Port Madison Enterprises
Ms.	Kathryn	Quade	Councilmember	City of Poulsbo
Mr.	Chris	Raichlen		Cummins Northwest
Ms.	Leslie	Rathbun	Asst. Program Deve.. Manager	Washington State Ferries
Ms.	Janet	Ray	Managing Director, Corp. Comm.	AAA Washington/Inland
Mr.	Rex	Rhoades	Economic Development Director	Lummi Indian Business Council
Ms.	Uki	Robinson		The Steamer Virginia V Foundation
Hon.	Phil	Rockefeller	Representative	Washington State House of Representatives
Ms.	Caldie	Rogers	President/CEO	The Grtr Marysville Tulalip Chamber of Commerce
Mr.	Gordon	Rogers	Deputy Director	Whatcom Council of Governments
Ms.	Martha	Rose	Executive Director	Island Transit
Mr.	Soumitra	Roy	Vice President	Majesco Software Inc
Mr.	John	Sainsbury	Vice President	Pacific Navigation
LT	Douglas	Salik	Aide to Admiral Garrett	US Coast Guard
Mr.	Joe	Savage		PB Consult
Ms.	Carla	Sawyer	Board Coordinator	Marine Transportation Association of Kitsap (MTAK)
Mr.	Tom	Scheidt		Allen Marine, Inc.
Mr.	Preston	Schiller	Coordinator	North Sound Connecting Communities Project
Mr.	Drew	Schmidt	President	Victoria San Juan Cruises
Ms.	Celia	Schorr	Corporate Communications	Washington State Ferries
Hon.	Betti	Sheldon	Senator	Washington State Senate
Hon.	Tim	Sheldon	Senator	Washington State Senate
Mr.	Greg	Shelton	Assistant Director	UW/GTTL
Hon.	Mike	Shelton	Commissioner	Island County Commission
Mr.	John	Shock	Sales Manager	America's Hamilton Jet
Mr.	Mick	Shultz	Media Officer	Port of Seattle

Transportation Challenges: Maritime Solutions

**Registration List:
July 1, 2003
M/V Royal Argosy**

Hon. Ron Sims	King County Executive	King County
Mr. Dale Sperling	President & CEO	UNICO Properties
Ms. Gayl Spilman	Gov Affairs Chair	Marysville Tulalip Chamber of Commerce
Mr. David Stafford	General Manager	Seastreak America
Ms. Linda Sturgis		University of Washington
Mr. Mike Sudduth		Vashon Transportation Committee
Ms. Anne Sutphin	Sr Planner, Mobility Management	SDOT
Mr. John Sweetman		Vashon Save Our Ships
Ms. Mary Swenson	Chief Administrative Officer	City of Marysville
Mr. Zoltan Szigethy	Executive Director	EDC of Kitsap County
Ms. Alice Tawresey	Board Member	Marine Transportation Association of Kitsap (MTAK)
Lt. Con Guy Theriault	Passenger Vessel Safety Specialist, Dis	US Coast Guard
Mr. Mike Thorne	CEO/Director	Washington State Ferries
Mr. Tom Tierney	Deputy CEO	Port of Seattle
Mr. John Todd		Pacific Detroit Diesel
Mr. Gregg Trunnell		Pacific Maritime Institute
Mr. Dave Turissini	General Manager	Jefferson Transit
Mr. Mark Ufkes	Executive Director	Affiliated Tribes of NW Indians EDC
Mr. Darrell Vail		Northern Lights/Lugger
Mr. Ted Van Dyk	Columnist	Seattle P-I
Mr. Bill VanNess	Partner	VanNess Feldman
Ms. Lisa Vares	City Councilmember	City of Marysville
Mr. John Veentjer	Chief of Prevention Department	USCG Marine Safety Office Puget Sound
Mr. Tom Waggoner	Chair	Kingston Chamber of Commerce
Mr. Roger Waid		Kitsap County Consolidated Housing Authority
Mr. Gordon Walgren		Port of Bremerton
Mr. Scott Walker	Commissioner	Port of Bellingham
Mr. John Walls		Cummins Northwest
Mr. John Waterhouse	President	Elliott Bay Design Group
Mr. Carl Wegener		Austal USA
Mr. Steve Welch	CEO	Todd Shipyards Corporation
Mr. Keith Whittemore		Kvichak Marine Industries, Incl.
Capt. Robert Wicklund	Captain	US Coast Guard
Hon. Gretchen Wilbert	Mayor	City of Gig Harbor
Mr. Tobey Wilkins		Viking Bank
Mr. David Williams	Pier Project Manager	City of Oak Harbor

Transportation Challenges: Maritime Solutions

**Registration List:
July 1, 2003
M/V Royal Argosy**

Mr.	Bill	Wolfe	Principal
Hon.	Beverly	Woods	Washington State Representative
Mr.	Sonny	Woodward	
Mr.	James	Wooley	General Manager
Mr.	Bill	Wright	
Mr.	Kelly	Wright	Agent
Mr.	Lon	Wyrick	Executive Director
Mr.	Dan	Youra	Publisher

Cresmont Capital Projects
Legislative Transportation Committee
Kingston Chamber of Commerce
C-Port Marine Services LLC
San Juan Public TV
Seaair Technologies, Inc.
Thurston Regional Planning Council
Ferry Travel Guide

**DISCOVERY
INSTITUTE**

1511 THIRD AVENUE, SUITE 808, SEATTLE, WA 98101
(206) 292-0401 ♦ FAX (206) 682-5320
www.discovery.org ♦ members@discovery.org



July 7, 2003

Mayor Gretchen Wilbert
City of Gig Harbor
3510 Grandview St
Gig Harbor, WA 98335

Dear Mayor Wilbert:

Thank you for your participation in Cascadia Project's "floating forum" on the future of our state's ferry system. The forum, "Transportation Challenges: Maritime Solutions," launched the Puget Sound Passenger Ferry Coalition and was an outstanding representation of the region's maritime diversity.

The forum would not have been possible without the participation of our co-chairs – your involvement was key to the success of the event. The feedback we have received so far has been overwhelmingly positive – many commented on the strong showing from both industry and elected leaders.

Thank you again for your involvement in the forum and we look forward to your participation as we continue to develop our ferry coalition.

Sincerely,

Bruce Agnew
Director, Cascadia Project

Bruce Chapman
President, Discovery Institute

*Thanks for all your
hard work!
Love the song!*

RECEIVED
JUL 10 2003
BY: _____

RECEIVED
JUL 10 2003
BY: _____

GVM INC.

July 9, 2003

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

Re: Roby & Campens, (PA-U 13)

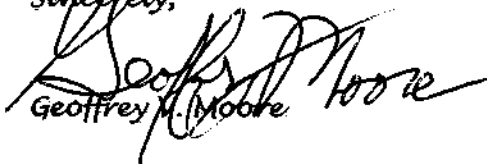
Dear Honorable Mayor and Council Members,

I am writing on behalf of the Campens and Mrs. Roby to respectfully request you reconsider your decision to recommend denial of their map amendment request, U-13. The request is based upon four issues.

The first is procedural and centers on the initial motion made by Councilman Ruffo, properly seconded by Councilperson Owel and not acted upon or withdrawn. The second is the decision now leaves the City with an irregular boundary which was not recommended by the staff. Further this leaves the petitioners property surrounded on three sides with Employment Center zones and access to the property going through that zone as does the property to the south. Third the Gig Harbor Employment Center Annexation notice of intent to annex has been filed which if approved would move the City limits boundary to our eastern boundary. However annexation to the City would be impossible due to the fact we would not be included in your Urban area as the property to the south would be. Finally if reconsideration is not granted now further consideration would be delayed for at least three years as the County's amendment process is now based on a two year filing period with one additional year for processing.

The Petitioners pray you reconsider their request and recommend approval of the amendment and Employment Center zone to Pierce County.

Sincerely,


Geoffrey M. Moore



Text: 253-858-7466



P. O. Box 2084
Gig Harbor, WA 98335
(253) 851-9524

July 11, 2003

Gig Harbor City Council
3510 Grandview St.
Gig Harbor, WA 98335

RE: Gig Harbor – UGA expansion Comprehensive Plan Amendments U-12 and U-13

Dear City Council members:

This is our second letter to you regarding this issue. Our last letter, dated, June 9, 2003 described our concerns with the City's handling of the U-12 and U-3 Comprehensive Plan Amendments. Since June 9th, the council voted to deny U-13. We understand that on July 14th, the council will reconsider its vote. **We ask the council to reconsider U-12 as well and that you deny both the U-12 and U-13 amendments.**

We have been in contact with three other organizations about this issue. 1000 Friends of Washington has stated that if passed, they would appeal the decision to the Growth Management Hearings Board. The Tahoma Audubon Society, Friends of Pierce County, and the Peninsula Neighborhood Association agree with the decision of 1000 Friends of Washington.

In their July 9, 2003 to the Pierce County Planning Commission, 1000 Friends of Washington state, "The Procedures for Amendments to the Comprehensive Plan require that all comprehensive plan amendments, including UGA amendments, must be evaluated against nine criteria. The Comprehensive Plan, Policy 19A.30.010(G)(3)(a) requires that 'land capacity within the city or town's UGA is evaluated and the need for additional land capacity is clearly demonstrated.' The Growth Management Act requires that the size of the UGA, or amendment, be based on the Office of Financial Management's 20-year growth management population forecast. The county with the cities in the county chooses a population target within the OFM range. This target cannot be lower than the low end of the OFM range or higher than the high end.¹ As the above analysis shows this UGA amendment is not necessary to meet the adopted projection and therefore violates the Growth Management Act".

¹ RCW 36.70A.110(2), *Diehl v. Mason County*, 94 Wash. App. 645, 654, 972 P.2d 543, 547 (1999) ("Accordingly, the OFM projection places a cap on the amount of land a county may allocate to UGAs."), *Bremerton, et al. v. Kitsap County*, CPSGMHB Consolidated Case No.: 95-3-0039 Final Decision and Order p. *44 – 45 (October 6, 1995), *Save Our Butte Save Our Basin Society, v. Chelan County, et al.*, Eastern Washington Growth Management

U-12 Gig Harbor UGA expansion (Miller amendment).

Originally U-12 was taken out of the city's UGA due to wetland concerns. Objective 12 in the Gig Harbor Community Plan Principle 3, States, "*Areas deemed unsuitable for development of reason of poor soil, wetlands and geologic or other critical areas are priorities for open space...*". Standard 12.3.1 under this Objective states, "*Preserve existing open spaces tracts, natural areas and buffer zones, wetlands...*" This area would not be suitable for UGA expansion and development at higher densities.

U-13 Gig Harbor UGA expansion (Roby/Campen amendment).

We are in agreement with the issues presented by county staff, PAC and 1000 Friends of Washington to deny this amendment. An article dated January 31, 1996 in the Peninsula Gateway (exhibit 1) states that, "the property straddles a ridge and has several creeks running through it, two that begin on the property. McCormick Creek runs north into Henderson Bay in Purdy, Gale Creek flows south through Pat's Pond and Lake Sylvia into Mark Dixon Creek and empties near Raft Island".

According to the Gig Harbor Basin Plan, McCormick Creek drains a catchment area of 1506 acres, and contains populations of chum, coho, steelhead, cutthroat trout and occasional Chinook salmon. According to an EIS prepared in 1991 for the women's correction center, the riparian zone of West Fork McCormick Creek functions as wildlife corridor for a variety of wildlife. A goal listed in the Gig Harbor Comprehensive Plan, is to "*encourage the preservation of the critical natural ecosystems on the Gig Harbor Peninsula, including... animal migratory patterns...*" We believe that three creeks located on the Roby Campen property are ecologically important and as such should be preserved, not developed at higher densities.

Thank you for your attention to this very important matter. Please contact me at 851-9524 if you have any questions.

Sincerely,



Marian Berejikian
Executive Director

Saving past would be their present

Peninsula couple has deep roots in Rosedale land

by Lyn Iverson
Gateway staff

For Bob and Jo Roby, their property is a source of family pride. Progress, they say, will be measured in preserving the land far into the future.

The Robys live on approximately 87 acres of second growth wooded land at the end of 66th Avenue NW, just off Rosedale.

The family has enjoyed the land for nearly 60 years, and the couple hopes to see that it be enjoyed for at least 60 more.

"I started buying in here in 1934," said Bob. "I bought the first 10 acres for \$100, at \$10 an acre."

He and his brothers bought the property from a logger they worked for after the logger had taken the lumber he wanted.

Bob's brother, Donald, had a sawmill on the property and they used it to mill some of the land's remaining trees to build a house for their parents in 1938.

PENINSULA GATEWAY

JANUARY 31, 1996



One in a series of stories celebrating the Peninsula's past, present and future.

It is the same house, with an additional room having been added about 1965, that Bob and Jo now live in.

The original part of the house is made of solid four by fours.

"Anything that would make a four by four board, we used to build the house," Bob said.

He and his brother, Albert, put in the hand-laid alderwood floor by lantern.

Bob's brothers eventually sold

all of the property to him, and he now co-owns it with his son, Carl Campen.

Bob and Jo met in April 1945 at a Gig Harbor Grange square dance — they are still members of Grange No. 445 — while Bob was on leave from being stationed with the U.S. Army on Kodiak Island in Alaska.

"He needed a partner and I was it," recalled Jo with a smile.

After the dance, he asked her to write to him, and she did.

"From there on," beamed Jo, "it just kind of blossomed."

When World War II ended, Bob came home and married Jo, who was recently divorced with two children. They will celebrate their 50th anniversary this February.

They lived on Stinson Avenue until about 1959, when they moved into the house on the property.

Jo worked for nearly 30 years tying up greens for an evergreen company.

Bob worked at the Puget Sound Naval Shipyard before and after World War II, and picked brush on the property to supplement their income. He also

Exhibit 1
“
We've seen ravens, herons, woodpeckers, grouse, coyotes and bears.

— Jo Roby

time jobs, the Robys worked on their land, clearing and marking trails. They also had quite a bit of work to do on the house as well.

"It had no electricity or running water at that time," said Jo. "I cooked on a Coleman stove. I remember one time having ladies from the grange over and I made fried cookies. I called them Huckleberry flips. It really worked quite well."

It took about a year and a half for the Robys to get electricity and water installed in the house.

"All of the wiring and plumbing had to be laid on top of the four by fours and covered with paneling," said Jo. "You can still feel it under the paneling."

"I had to get the neighbors to sign a petition to extend the road so I could get the electric company to come out," said Bob.

"It cost me \$3,000 to get it in, but everyone who hooked in after that had to pay me, so I eventually got my money back out of it."

Water, however has never been a problem. "It's (the water supply) a natural spring," said Jo. The Robys had their water tested recently.

"The water tested absolutely neutral," said Bob. "That's as good as it gets."

The property straddles a ridge and has several creeks running through it, two that begin the property.

McCormick Creek runs north into Henderson Bay in Purdy, and Gale Creek flows south through Pat's Pond and Lake Sylvia into Mark Dixon Creek and empties near Raft Island.

While maintaining the property can be a lot of work, the enjoyment they get in return outweighs the toil.

The Robys, their two children and 10 grandchildren have spent many a summer tromping trails, picking berries and watching wildlife.

"We've seen ravens, herons, woodpeckers, grouse, coyotes, and bears," said Jo.

CITY/COUNTY



Longtime residents Bob and Jo Roby hope they can preserve their property for future, undeveloped use.

Gateway photo/
Lyn Iverson

shiny," she said while pointing out a tree the bears had marked earlier in the year by breaking several of the lower branches.

The Robys believe in supporting the wildlife, and they do so by making piles with the brush when the trails are cleared every year.

"It gives the grouse a place to hide," said Jo. "It's so neat to hear them beating their wings."

But as the years have gone by, the Robys have seen the number of wild animals returning to the woods decrease. Jo feels that along with migration, development of surrounding land has had a lot to do with that.

Preservation of habitat is one reason the Robys are working with the Heritage Land Trust to have a conservation easement on

their property approved.

"We were hoping the Peninsula would be kept rural," said Bob. "But developers go buy up tracts of land and build little cities."

"We've had millions of offers from developers to buy our land," added Jo.

"We're not against growth," said Bob, "if it's confined to an area with facilities, sewer etc."

They entered into a "Forest Stewardship Plan" with the state Department of Natural Resources in 1993, agreeing to care for the land according to DNR stipulations.

"We're trying to protect it," said Bob, "to where it's kept as much a greenbelt as possible."

"Like the old growth patch near the prison," added Jo, "the property is a water source and wetland."

The Robys' neighbor, Phyllis Ellis, suggested they contact the

Peninsula Heritage Land Trust, a non-profit volunteer organization dedicated to preserving property, as she had done to protect her lands.

The land trust draws up individual conservation easements for land, scenic vistas, and historic buildings or sites to help owners protect the sites from unwanted change.

Conservation easements are legal agreements that property owners make to restrict permanently the type and amount of development that may take place on the property.

PHLT is the organization that will oversee the enforcement of the easement for the life of the land, no matter who owns it.

"So, even if we sell the land," said Jo, "whoever owns it will have to take care of it."

In November, land trust and Audubon Society members came

out and spent a day touring the Roby property. Soon after, the PHLT and the Robys began working on the wording for their conservation easement. They hope to complete the process by the end of the year.

"Our motivation," said Mary Kenney, land trust president, "is that we want to conserve natural resources and natural beauty of the area."

The Roby property was recently featured in the organization's autumn newsletter with an article by chair Lou Winsor.

"The Roby-Campen land is environmentally significant," he wrote. "For one thing, the water recharge ability of the forest is truly significant."

"Most of our land is wetlands," said Jo. "It would be a shame to even think of developing it. Just let it be a natural forest for people to enjoy."



July 14, 2003

Gig Harbor City Council
3510 Grandview
Gig Harbor, WA 98335

Re: Comprehensive Plan Amendment for Gig Harbor North Area

Honorable City Council:

We were encouraged to see that the latest staff report recommends adding approximately 20 acres of commercial land use on OPG's property south of Borgen Boulevard. This is a reduction from their earlier recommendation of 8% (See staff report for the April 14th hearing). We understand this change is intended to allow the "box" retail to be developed in the near future, but to delay development of any smaller scale village centers until the City has sufficient certainty that the additional retail area will be used for smaller scale pedestrian oriented retail instead of for an additional "big box" retailer.

We request that you:

- Consider a modification to the staff recommendation in order to increase the initial commercial acreage to 25-acres so that it meets the needs for our preferred tenant and the Design Manual.
- Clarify the staff recommendation by designating the commercial land use as "east of" Home Depot in order to eliminate any future confusion.
- Designate the Village Center location now, while restricting its development to smaller scale retail uses by executing a development agreement now between the City of Gig Harbor and Olympic Property Group.



— Olympic Property Group —
19245 Tenth Avenue Northeast, Poulsbo, WA 98370-7456
(360) 697-6626 • Seattle: (206) 292-0517 • Fax: (360) 697-1156



1. Increase Box Retail Size

In the last several months OPG worked intensively on site planning with a large retailer, and their project architect. As the plans have progressed, it has become apparent that the site will need to be approximately 25 acres to allow for:

- Retail "Pads" to be developed along the 2 frontage roads (The pads are an expected requirement to conform with the Design Manual).
- 20% native vegetation (required by the Design Manual).
- 10% pedestrian open space (required by the Design Manual).

2. Clairfy the Retail Location

In order to avoid future confusion, the Commercial land use should be designated as "east of" Home Depot instead of "adjacent to". There is Business Park zoning on the west side of Home Depot also, which is at one of the visually sensitive City Gateway locations.

3. Designate the Village Center Location

Justifications for designating the Village Center location now are as follows:

- Avoid another contentious amendment process involving multiple property owners
- Eliminate uncertainty for neighbors and property owners regarding the location of the future Village Center. The OPG site plan has been known, understood, and accepted by the public for over 2 years.
- Master Plan - Adding the locational designation now, will allow OPG to include provisions for the Village Center in all its planning efforts over the next several years.

Olympic Property Group proposes entering into a development agreement with the City of Gig Harbor that would provide the City the assurances that the site would not be developed as another "big box" project.

In summary, we would like to suggest the following "modified" version of the staff recommendation as a way to accomplish the desired result (underlined items indicate changes or additions to staff's version):

- **Increase** the textual commercial land use allocation from 11% to 18%;
- **Decrease** the textual employment land use allocation from 29% to 20%;
- **Delete** the Planned Community Development Neighborhood Business (PCD-NB) land use category from the text;
- **Modify** the recommended land use map by **re-designating** approximately two and one-half (2 ½) acres of land designated as Planned Community Development Neighborhood Business (PCD-NB) located south of Borgen Boulevard as Planned Community Development Business Park (PDC-BP); and
- **Modify** the recommended land use map by **re-designating** approximately thirty-five (35) acres of land designated Planned Community Development Business Park (PCD-BP) located south of Borgen Boulevard and east of the 'Home Depot' site (5120 Borgen Boulevard) to a Planned Community Development Commercial (PCD-C) designation. Provided that approximately twenty-five (25) acres may be developed under the PCD-C zoning designation, and the remainder is to be developed only in accordance with a development agreement executed between the property owner and the City of Gig Harbor allowing only pedestrian oriented, smaller scale commercial development.

Thank you for all your consideration and hard work.

Very truly yours,



Jon Rose
President
Olympic Property Group

cc: Mark Hoppen, John Vodopich, Carol Morris (City of Gig Harbor)
John Keegan (DWT)
Carl Stixrood (H-Z)

DEVELOPMENT AGREEMENT
CITY OF GIG HARBOR
AND
OLYMPIC PROPERTY GROUP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2003, by the CITY OF GIG HARBOR, a Washington municipal corporation ("City") and OLYMPIC PROPERTY GROUP PROPERTIES, LLC, a Washington limited liability company ("OPG") for the purpose of establishing certain development standards for a portion of OPG's property in the area of the City known as Gig Harbor North.

WHEREAS, OPG has submitted an application to amend the City's Comprehensive Plan to allow for an increase in the commercial land use allocation for the Planned Community Development ("PCD") District in Gig Harbor North from 11% to 18% and to designate by map 35 acres of OPG's property for commercial use (Application #02-01); and

WHEREAS, such application and related applications were duly considered in public hearings and work sessions before the Planning Commission on February 6, February 20, March 6, March 20 and May 7, 2003 and before the City Council on April 14, May 27, July 14 and July 28, 2003; and

WHEREAS, the City Council has determined that the amount of commercial land designated in the 1994 Comprehensive Plan is not sufficient to support the forecasted population for the City and its urban growth area; and

WHEREAS, the City Council has determined that the preferred location for such increase in commercial use is the 35 acres owned by OPG located south of Borgen Boulevard, east of Home Depot (5120 Borgen Boulevard), and west of the Donkey Creek corridor, which land is shown in the map attached to this Agreement and incorporated herein by reference as Exhibit A (the "Commercial Property"); and

WHEREAS, it is OPG's and the City's intent that up to 25 acres in the western portion of the Commercial Property be made available for large-scale "box retail" and frontage retail uses and that the remainder of the Commercial Property be made available only for smaller scale, pedestrian-oriented, Village Center Retail use; and

WHEREAS, the plans for development of the Commercial Property are at a conceptual, master plan stage and will require further refinement in accordance with applicable City policies and regulations as to the location of roads, access points, on-site parking, landscaping, and other design elements; and

WHEREAS, the City Council has, in accordance with the requirements for development agreements in RCW 36.70B.170-.210, held a public hearing on this Agreement at its regular Council meeting of July 28, 2003.

NOW, THEREFORE, the parties agree as follows:

1. **Limitation to Village Center Retail Use.** In the event that the City Council grants an increase in the commercial use allocation for the PCD District from 11% to 18% and approves a Comprehensive Plan land use map designation of PCD Commercial (PCD-C) for the Commercial Property shown on Exhibit A, OPG agrees that up to 25 acres in the western portion of such Property can be used for large-scale box retail and frontage retail uses and the remainder of such Property shall be limited to the smaller scale, pedestrian-oriented "Village Center Retail" use described in Section 2 below.

2. **Definition of Village Center Retail Use.** "Village Center Retail" use is intended to be an architecturally distinctive, pedestrian-oriented, master planned "Village Center" for Gig Harbor North. The Center will be linked to surrounding residential areas and business areas by trails and streets with walks, and will take advantage of the unique amenities of the preserved wetland and steep slope areas at its edge. The Village Center will provide space for businesses serving the everyday needs of existing and future neighboring residents and employees and patrons of nearby businesses. The "Village Center" will have a symbiotic relationship with adjacent business park, retail uses, preserved areas, and residential areas. Permitted uses in the Village Center are a subset of the permitted uses in the PCD-C zone. Uses which are not pedestrian-oriented, however, are deleted from the list, such as automobile gas dispensing and service stations, drive-through restaurants, and mini-storage facilities. In addition, to assure that development is pedestrian scale rather than auto oriented, buildings would have a footprint of less than 16,000 square feet, unless a larger footprint is approved by the Community Development Director.

3. **Governing Law.** This Agreement shall be interpreted in accordance with applicable governing law, particularly RCW 36.70B.170-.210.

4. **Successors and Assigns.** The burdens and benefits of this Agreement shall be binding on the successors and assigns of the parties.

5. **Recording.** This Agreement shall be recorded against the OPG Property legally described in Exhibit B (to be provided).

6. **Authority.** The signatories to this Agreement have the authority to execute this Agreement on behalf of the parties.

[Signature page follows.]

DATED this ____ day of _____, 2003.

CITY OF GIG HARBOR,
a municipal corporation

By _____
Its _____

Approved for Signature:

City Attorney

OLYMPIC PROPERTY GROUP
PROPERTIES, LLC, a Washington Limited
Liability Company

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of July, 2003, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the _____ of City of Gig Harbor to be the free and voluntary act and deed of said municipal corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

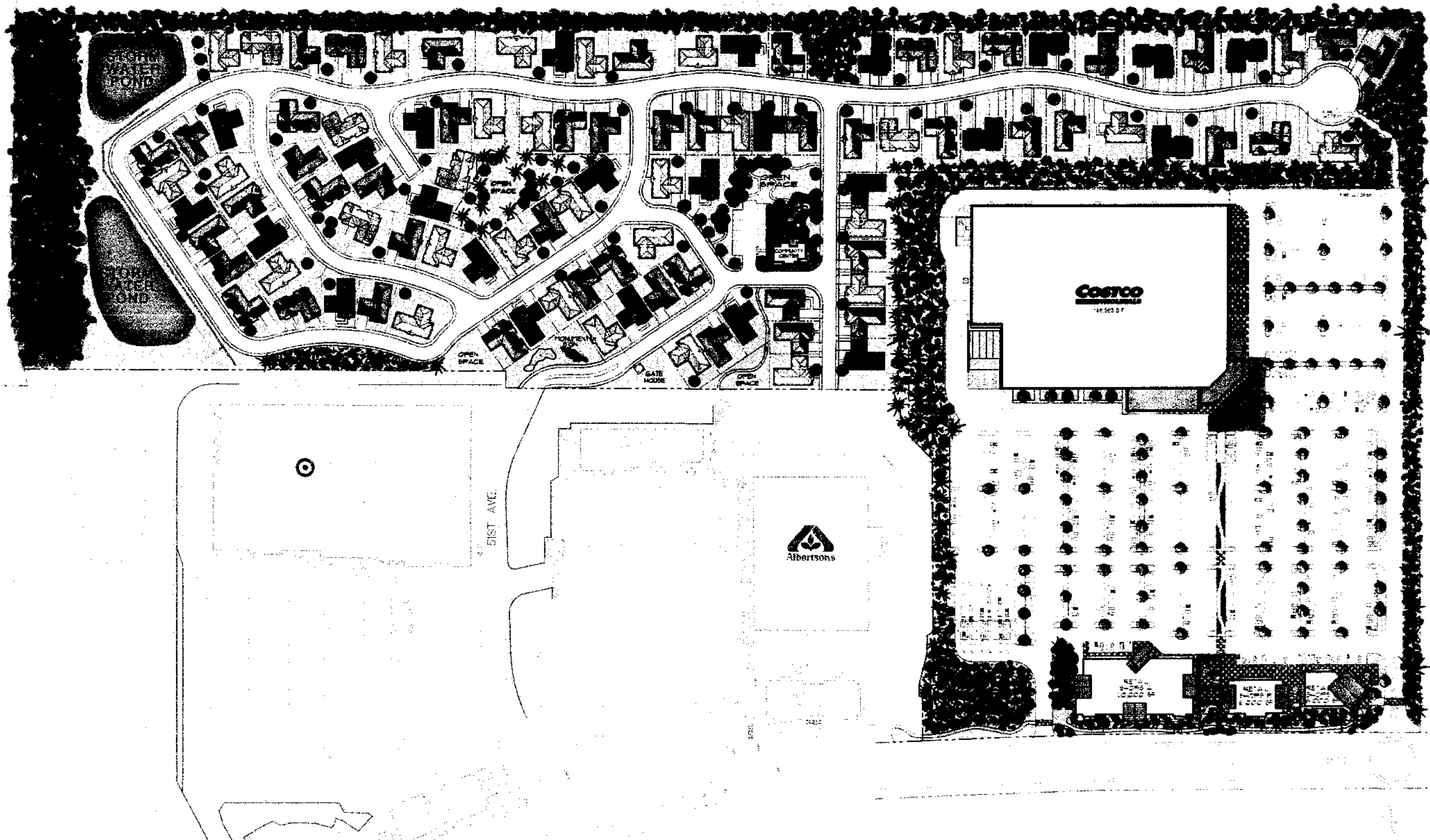
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of July, 2003, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the _____ of OLYMPIC PROPERTY GROUP PROPERTIES to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____



COSTCO WHOLESALE

Gig Harbor, Washington

DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.

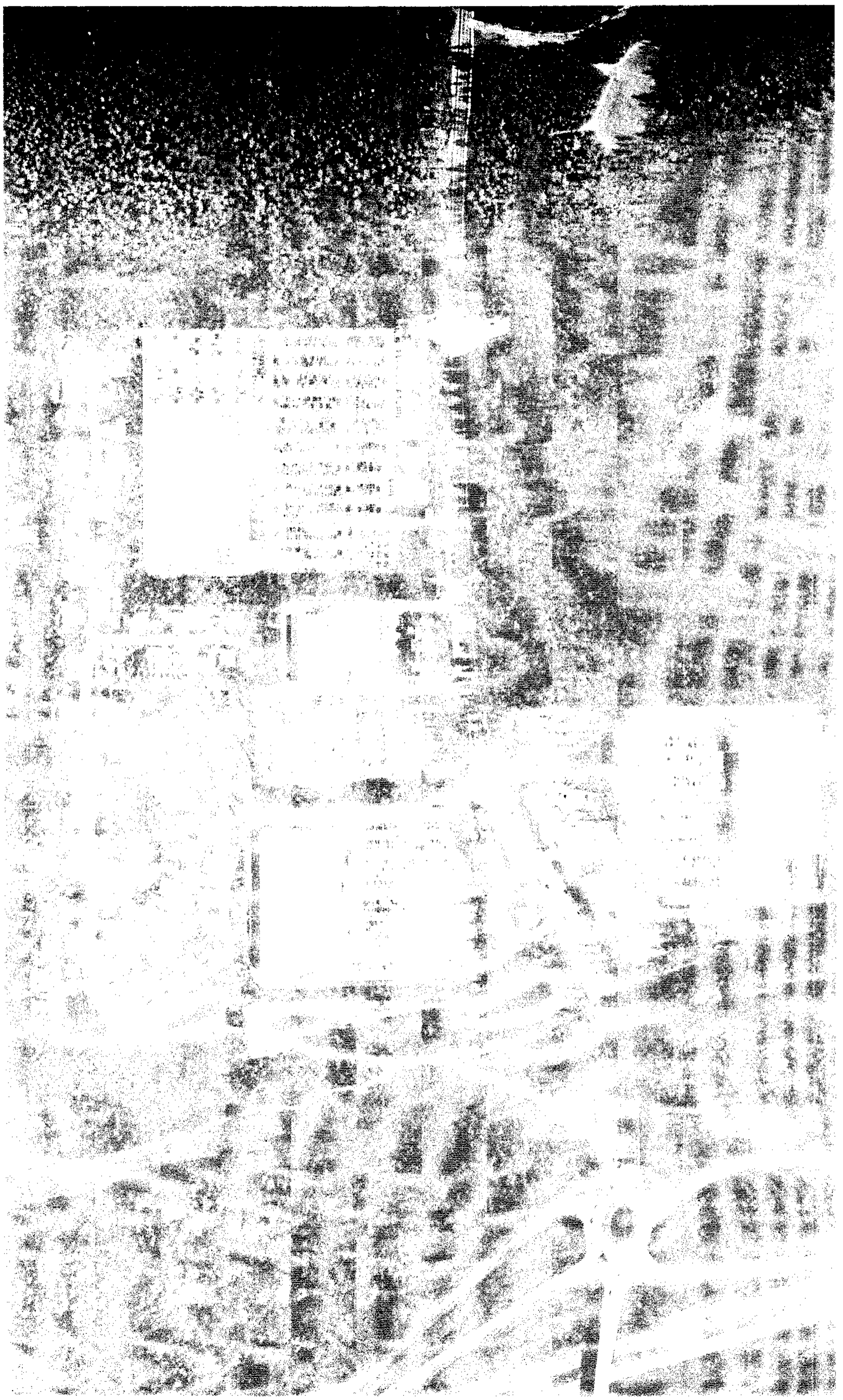
2150 NORTH 107TH ST. SUITE 100 SEATTLE, WASHINGTON 98133 TEL: (206)363-1960 FAX: (206)363-1700

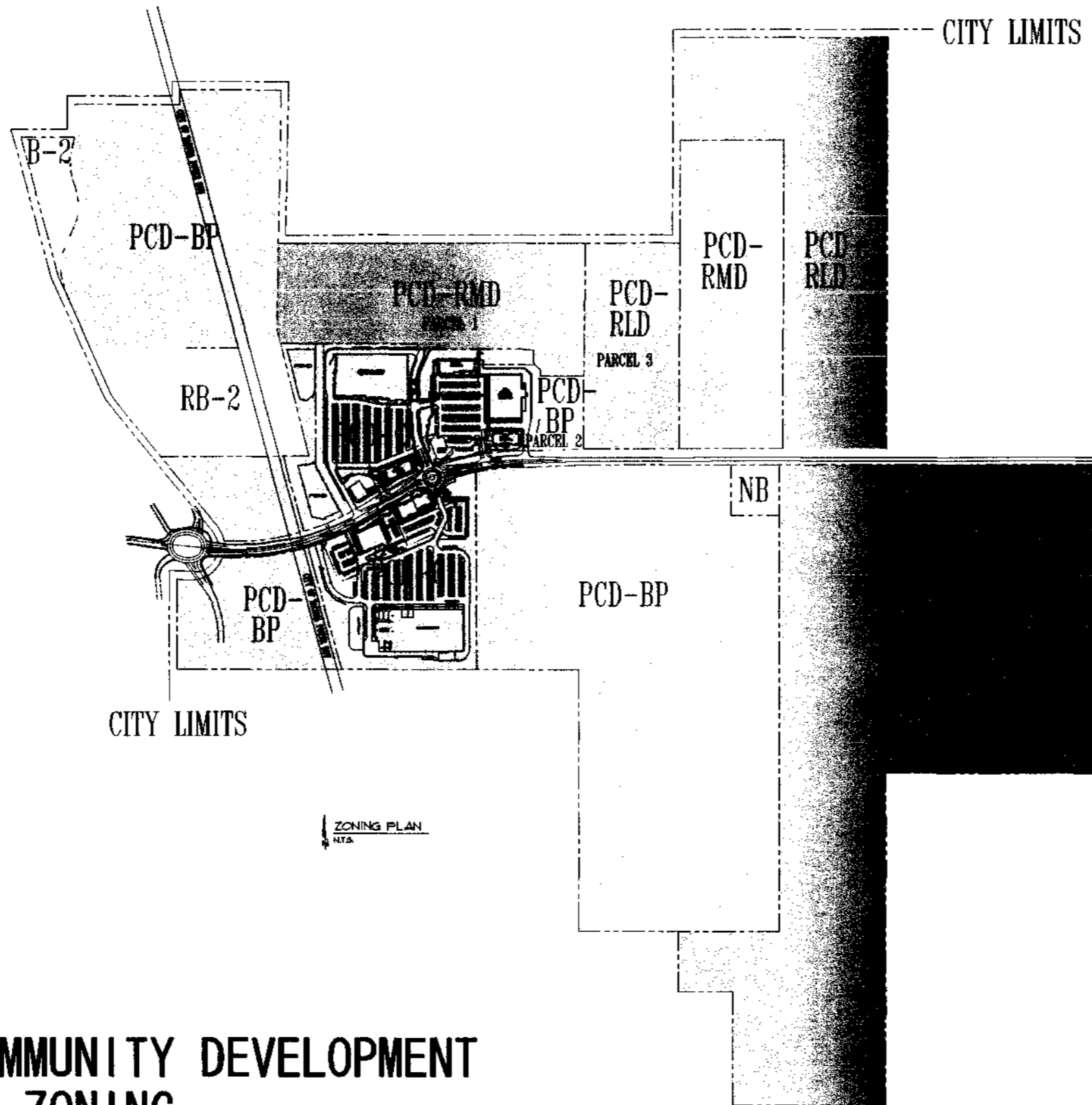
PRELIMINARY SITE PLAN
NTS

PRELIMINARY SITE PLAN

L-2

DATE: 5-22-03
JOB #: 2001-23
FILE NAME: L-2.DWG





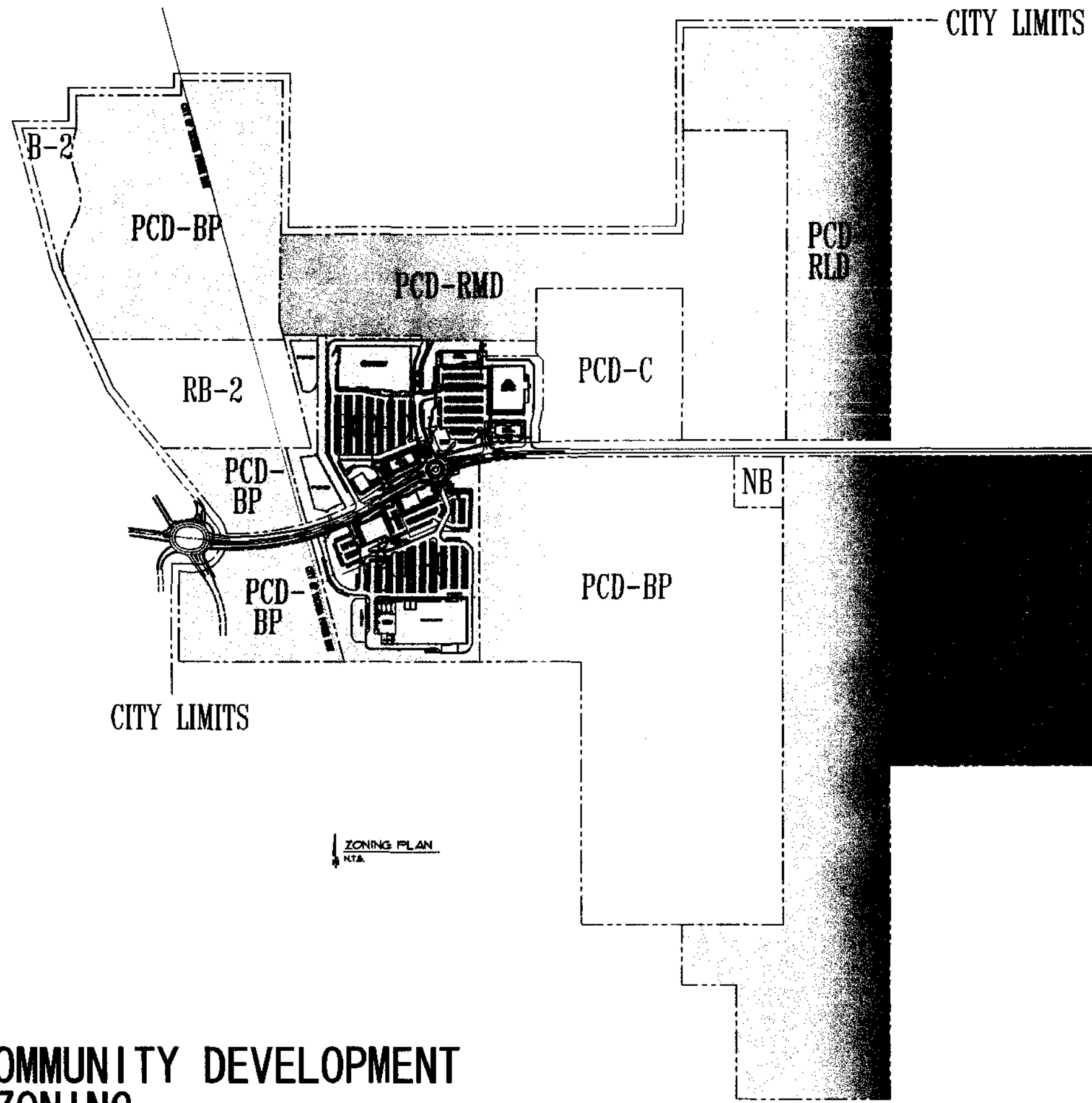
PLANNED COMMUNITY DEVELOPMENT ANNEXATION ZONING

Gig Harbor, Washington

DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.
1000 SHIPLEY AVENUE SUITE 200 GIG HARBOR, WASHINGTON 98143 TEL: (206) 835-1000 FAX: (206) 835-1000

EXISTING ZONING

DATE: 4-29-05
 JOB #: 2004-23
 FILE NAME: A-1.DWG



PLANNED COMMUNITY DEVELOPMENT PROPOSED ZONING

Gig Harbor, Washington

DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.
2520 BROADWAY, SUITE 200, SEASIDE, WASHINGTON 98148 TEL: (206) 465-1100 FAX: (206) 465-1101

PROPOSED ZONING

DATE: 4-29-03
 JOB #: 2001-03
 FILE NAME: A-2.DWG