

# **Gig Harbor City Council Meeting**

**July 28, 2003  
7:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
July 28, 2003 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**PUBLIC HEARINGS:**

1. Final Assessment Roll LID 99-1.
2. Proposed Amendments to GHMC Chapter 17.72.030(F) – Parking Standards and 17.04.640 – Public Parking.
3. Development Agreement – Olympic Property Group.

**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 July 14, 2003.
2. Acceptance of Loss Control Grant Funds – AWC RMSA.
3. Burnham Drive Sidewalk – Contract Authorization.
4. Liquor License Renewals: GH Yacht Club.
5. Liquor License Assumption: Jekyll and Hydes Pub.
6. Approval of Payment of Bills for July 28, 2003.  
Checks #40636 through #40830 in the amount of \$503,400.11.

**OLD BUSINESS:**

1. Proposed Annexation – North Donkey Creek (ANX 03-03).
2. Resolution – Surplus Equipment, GHPD.
3. Second Reading of Ordinance – Annual Comprehensive Plan Amendments.
4. Second Reading of Ordinance – Uddenberg Property Rezone – REZ 03-01.

**NEW BUSINESS:**

1. First Reading of Ordinance – Adopting the Assessment Roll for LID 99-1.
2. First Reading of Ordinance – Proposed Amendments to GHMC Chapter 17.72.030(F) – Parking Standards and 17.04.640 – Public Parking.
3. First Reading of Ordinance – Increasing Monthly Sewer Rates.
4. First Reading of Ordinance - Increasing Monthly Water Rates.
5. First Reading of Ordinance – Annexing Property Owned by the City (ANX 03-05).
6. Development Agreement with Olympic Property Group.
7. Street Pavement Marking – Contract Award.
8. Resolution – Surplus Office Furniture.

**STAFF REPORTS:**

1. David Rodenbach, Finance Director - Quarterly Finance Report.

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:**

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

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF JULY 14, 2003

**PRESENT:** Councilmembers Ekberg, Young, Franich, Dick, Picinich, Ruffo and Mayor Wilbert. Councilmember Owel was absent.

**CALL TO ORDER:** 7:09 p.m.

### **PLEDGE OF ALLEGIANCE**

**PUBLIC HEARINGS:** Annual Comprehensive Plan Amendments.

Mayor Wilbert called the public hearing to order at 7:12 p.m.

John Vodopich, Community Development Director, explained that this was a public hearing to consider the annual amendments to the Comprehensive Plan. He gave an overview of the eight proposed amendments. He stressed that the two applications for the Gig Harbor North area were for an increase in the commercial area, not for a Costco.

Carol Morris, City Attorney, commented on the staff recommendation to amend the City's application 03-01 by re-designating 20 acres of land designated Planned Community Development Business Park, located south of Borgen Boulevard and adjacent to the Home Depot sight, to Planned Community Development Commercial. She recommended that Council consider asking the applicant, Olympic Property Group, if they would accept this change as an amendment to their application rather than having this as an amendment to the Council's application. If this were to occur, it would first assure that the applicant would not come back and appeal this amendment, and second, if an appeal is filed by someone else, the city attorney would not have to defend the matter before the Growth Board.

Bob Thorpe – 8020 Goodman Dr. NW. Mr. Thorpe said that he admired the Council's ability to handle the complexity of these issues. He asked that Gig Harbor be allowed to become a regional center for amenities that enrich the lives of the residents such as a YMCA, a Boys and Girls Club, and a hospital, but that it not become a commercial center. He voiced concerns over traffic congestion.

Linda Gair - 3306 North Harborview Dr. Ms. Gair gave an overview of her community activism. She stressed that she, as well as others, moved here for the way that the small town way of life was revered. She said it has become all about the money, not about values, common good, political processes, or the real need. She said that our way of life is worth far more than the increase in sales tax revenue, adding that once the comp plan amendments are granted, everything about Gig Harbor will change forever. She discussed Mr. Rose's ability to develop his property within the existing zoning parameters, stressing that the proposed village center proposal will completely finish off the downtown businesses. She voiced concern about the ability to support these big

box stores and complained that the downtown businesses have suffered since the development of Gig Harbor North due the diversion of the traffic flow. She discussed unemployment in Washington State and the lack of industry in the area. She said that she has not heard the clamor for increased retail that was mentioned in the Gateway and by developers, and stated that she knew of the difficulty to sell the Gig Harbor North spaces. She asked Council not to rush to judgment by granting the comp plan amendments, and not to "sell us out."

Lauren Bingham Miller – Bellevue. Ms. Bingham Miller explained that she was the Executrix of the Bingham Property, under contract with SHDP. She spoke in favor of the comp plan amendment proposed by SHDP, as her property is zoned low-density and is surrounded by commercial development. She said that they were never notified of increasing to the zoning in the past, and said that this is an opportunity to rectify this.

Craig Shurick – 5616 Old Stump Drive. Mr. Shurick, who has lived and worked here since he was 18 years old, thanked Council for taking the time and using wisdom to consider a decision. He discussed the second bridge and said that it would be important for everyone concerned to stay involved. He added that he has listened to both SDHP and OPG, and doesn't know whether or not the increase in commercial area should occur, but that he trusts the Council's judgment. He spoke favorably of the Olympic Property Group proposal to develop a "heart of the community" with the village center concept and other shared amenities such as fields, trails and parks. He asked Council to keep up the good work and to pay attention to the heart of the matter. He added that the right choice would become obvious.

Dave Seiwerath – 6919 Cascade Ave. Mr. Seiwerath, a long-time resident of Gig Harbor, gave an overview of his background in real estate and development of Fred Meyers stores in Alaska, Hawaii and Idaho. He thanked Council for what has been accomplished with the increased revenues and complimented the city for seeking local input in planning the community. He discussed the fact that the City of Gig Harbor impacts such a large area. He spoke in favor of the plan to increase the commercial area, stressing that the city needs to look to the future needs. He said that the future commercial development should be within city limits because the city has demonstrated that they can be good stewards of the money. He mentioned several projects that the city has accomplished over the years, again saying that the city is doing a good job. He finalized by suggesting that the city re-think the low-density housing in the Gig Harbor North area, and to consider a regional concept to include more retail to handle the growth.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich spoke in support of the upgraded Comprehensive Plan. He said that he is a long-time believer in looking to the future and planning accordingly. He said he recalls the complaints about the plan for the addition of the Albertsons and Home Depot. He said that many of those people now brag about these stores. He said he is pleased with the staff report and the recognition for a need for improvements to the roads in this area. He said that the plan benefits the whole town with an increased tax base and with opportunities that will serve the whole area

when the bridge is built. He praised the planning in that area and recommended the re-zoning. He finalized with a comment about the need for more parking downtown.

Dave Folsom – 3160 Ann Marie Court. Mr. Folsom voiced his concerns over water limitations. He said that the available 580 ERUs would barely cover housing development. He discussed the requirement for water storage and a well if more commercial was allowed and the status of applications with the Department of Ecology for additional water capacity. He cautioned Council that no one could predict when these water rights might be allocated. He discussed his working relationship with the Kitsap Watershed committee and recommended that if any development is approved, that he would favor a hospital rather than another commercial store. He concluded that a hospital would meet with the current water availability and wouldn't require a zoning change.

Councilmember Young pointed out that the current amendment applications would either require the same amount of water or decrease the need. Mr. Folsom said that unless there is enough water allocation from the housing units there would be constraints if the city wished to build all the proposed projects.

Councilmember Ruffo said that water and traffic are the two main issues, and asked Mr. Folsom if he would support all the projects if there weren't any of these issues. Mr. Folsom said that he agreed that the city needed new services and that he was not opposed to a Costco, but not necessarily at this site.

Dale Pinney – First Western Development / SHDP – 1359 205<sup>th</sup> St. NW. Mr. Pinney said that Council needed to decide whether the city needed increased commercial area and if so, if this is the right area. He gave an overview of the proposal and explained that it is ideal as it requires the minimal amount of commercial zoning to construct a Costco, and there are no wetland or environmental issues to be addressed. He continued to explain that this plan represents the least amount of traffic impacts and maintains the plan for Business Parks to attract high-tech industry. He discussed the step-down zoning and the 55+ community and how this concept utilizes a consistent zoning pattern rather than placing commercial next to low-density. Mr. Pinney concluded that this proposal retains the original Planned Community Development concept. He introduced Terry Gibson to address traffic concerns.

Terry Gibson – 4610 131<sup>st</sup> St Ct NW. Mr. Gibson explained that he had conducted extensive traffic studies on this area, the last completed in May at the city's request. He explained that the study projected over 20 years and gave an overview of the road improvements that would be required to accommodate different scenarios. He concluded that with improvements, Borgen Boulevard would have sufficient capacity to accommodate both the predicted growth to the year 2022 with the existing zoning and also accommodate the Costco North proposal before Council now. In terms of trip generation, the Costco proposal and senior housing proposal would generate approximately 8,850 additional daily trips to Borgen Boulevard. The OPG proposal would generate about 14,300 daily trips, meaning that peak hour traffic would

approximately double with the OPG proposal. He concluded by explaining that both the 4% and/or the 8 % increase in commercial would work with the improvements that he described, and the level of service would meet the current requirements.

John Rose – Olympic Property Group. Mr. Rose explained that a traffic study had been done by and OPG engineer and reviewed by the city. He said that the study indicated that there were no unresolvable level of service issues and said that everyone seemed to agree that Borgen Boulevard was able to handle the increased traffic flow.

Mr. Rose continued to discuss the staff recommendation for an increase to 20 acres of PCD – C in the area adjacent to Home Depot where OPG wants to place the “big-box store”. He requested modifications to this report, adding that it did not matter if this occurred in the OPG application or the city’s application.

The first modification is to increase the 20 acres to 25 acres of commercial in order to mitigate the two road frontage properties, to help hide the large box store, and to help the site conform to the city’s design manual requirements for a 20% set-aside for native vegetation and 10% pedestrian areas.

The second modification is to approve the Village designation at this time. He explained that the Village Center is at the geographic and spiritual heart of the project. He said that future housing in that area will need a place to gather that would include smaller-scale services all within a ½ mile walking distance. He assured Council that OPG was committed to this concept.

He finalized by explaining that an increase in commercial services nearby is important as it saves on the time spent driving around to shop. He asked for consideration for this plan, which had been widely accepted by those who had seen the plan and which maintains the original buffer between business and residential areas.

Councilmember Picinich asked staff if the ordinance presented included the Village Center that Mr. Rose had discussed. John Vodopich explained that the application 02-01 increased the commercial area as well as containing the Village Center concept. He continued to say that application 02-01R is the map/parcel specific amendment as a result of the Planning Commission recommendation of a proposed Comprehensive Land Use Map that was reflective of existing zoning.

Councilmember Ruffo asked Mr. Rose to address the traffic and water issues. Mr. Rose explained that OPG had completed traffic studies and concluded that Borgen Boulevard could handle the increase in traffic with mitigations to maintain the appropriate level of service required by the city. He reminded Council of the concurrency ordinance in place that acts as a safety net in which development would have to stop if the level of service were to drop below acceptable rates. He continued to explain that the addition of a new well was included in the 1997 Pre-Annexation Agreement, and is not a new idea. He explained that the issue is with the rights to pull water and not a shortage of water. He said that they would continue work to address this issue.

Scott Schenks – SHDP – 1359 51<sup>st</sup> Street - Shoreline. Mr. Schenks explained that his company has gathered a great deal of information in order to assist Council to make an informed decision. He explained that they had prepared an extensive traffic study and a detailed site-plan. He said the reason that they prepared this information at this early development stage is because of a business agreement with Costco for this site. He praised the city for the planning of the Gig Harbor North area.

Mr. Schenks gave an overview of a noise study that they had completed, adding that they met with the Canterwood Homeowners to address noise concerns. He discussed the senior residential community, adding that a hospital fits in well with this area. He then talked briefly on the fact that there are no environmental concerns on this site.

He finalized by discussing the development of Gig Harbor North and how the company spent a great deal of time and money installing the infrastructure at that time. He said that they have a Pre-Annexation agreement with the city for additional water allocation, which is more than would be needed for the Costco store, a comparatively low user as compared to residential.

There were no more comments and the Mayor closed the Public Hearing at 8:33 p.m. and announced a short recess. The meeting reconvened at 8:39 p.m.

#### **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.

Mayor Wilbert explained that there had been a request from the Department of Community Development to remove the Burnham Drive Sidewalk Contract Authorization from the agenda.

**MOTION:** Move to approve the consent agenda with the Burnham Drive Sidewalk Contract Authorization removed.  
Picinich / Ruffo – unanimously approved.

**OLD BUSINESS:**

1. Bogue Volunteer Center. Mark Hoppen, City Administrator, gave a background of the decision to explore the proposal to use the Bogue Building as a community volunteer center. He explained that it would take approximately \$4200 for start up and that the funds were available due to the change in plans for the student exchange program.

Councilmember Franich asked about continuing funding for the center and the risk involved. Mark explained that funding for the center would be a yearly consideration during the budget process. He continued to explain that the city's Legal Counsel and the Association of Washington Cities had reviewed the agreement, adding that the city would be covered for this program. Mark explained that each person would be required to sign a volunteer form similar to those who participate in the Adopt-a-Road program. Mark assured Council that all programs or use of the building would be reviewed by administration before acceptance.

Len McAdams – 4310 Foxglove Drive NW. Mr. McAdams said that he volunteered to be Manager of the Volunteer Center, and that Ruth Bogue Baker will be the Assistant Manager. He said they understand that any program included would have to conform to the city's rules and regulations and receive approval by the city. He gave an overview of the volunteers who will do the work.

John Picinich thanked the committee for all the hard work that has been done. He agreed that this would be a valuable asset to the city.

Councilmember Young asked for clarification of the programming. Councilmember Franich asked for further clarification of the funding of the program. Mark Hoppen offered further information on these concerns. Councilmember Ruffo suggested that Councilmember Franich act as the liaison to the program for the first year.

**MOTION:** Move to authorize the expenditure of funds for the Bogue Volunteer Center as proposed by staff with the hope that the city continues to support the program.  
Picinich / Franich - unanimously approved.

2. Reconsideration of the Roby / Campen Comp Plan Amendment. Councilmember John Picinich explained that he wished for Council to reconsider their decision on this amendment.

Councilmember Ruffo asked for a point of clarification of the vote at the last meeting. Councilmember Ekberg read this portion of the minutes from the last meeting and Councilmember Picinich made the following motion.

**MOTION:** I move to rescind the decision to deny the Roby / Campen application made at the June 23<sup>rd</sup> Council Meeting.



Picinich / Ruffo - a roll-call vote was taken with the following results.

Ekberg – no; Young - yes; Franich – no; Dick - no; Picinich – yes; Ruffo – yes.

The vote tied 3 to 3. Mayor Wilbert broke the tie with an affirmative vote. The motion carried to rescind the decision to deny the Roby / Campen application.

**MOTION:** I move to direct Staff to prepare a revised letter to Pierce County supporting approval of the Roby / Campen map amendment, U-13.  
Picinich / Ruffo -

Councilmember Picinich explained that he thinks this is an issue of equity and fairness, and that the property should have been included in the Urban Growth Area with the Employment District zoning.

Connie Sue Martin – 10613 Bliss Cochran Road. Ms. Martin, Executive Board member for the Friends of Pierce County, urged Council to deny the amendment to include the application. She said that it is about zoning and lines, reminding Council that they have a mandate to comply with the Growth Management Act and this expansion is not supported by the 20 year population projection. Therefore, there is no demonstrated need for additional land. She continued to say that this land is a significant ecological resource and McCormick Creek supports a riparian zone and should be preserved.

Councilmember Young asked Ms. Martin if the recommendation is denied based on the wetlands, if Pierce County would be obligated to remove all properties with wetlands, as a third of the UGA is significantly constrained by wetlands. Ms. Martin said that it should be considered on a case-by-case basis. She noted that the 1000 Friends of Washington plans on appealing any decision to include this property and that the Friends Pierce County, the Audubon Society, and PNA all support this appeal.

Carol Morris pointed out that this is a Pierce County Comprehensive Plan amendment, and all that the Gig Harbor Council is doing is making a recommendation.

Councilmember Franich said that he agreed with Councilmember Picinich on the fairness issue, but he will be sticking with his original vote as now is not the time to bring the property into the city. Councilmember Ruffo clarified that the city isn't bringing the property into the city, only recommending that this property be included in the city's Urban Growth Area.

Councilmember Dick agreed that there are similarities in the Miller and Roby / Campen properties, but he remains convinced that the city does not need more ED property per the GMA test. He added that it could be added at a later date and encouraged Council not to change their recommendation.

Councilmembers further discussed zoning for this property. Mayor Wilbert said that if she were again required to vote to break a tie, she would vote in favor of inclusion as the Roby family has been protective of the land, and if it is included in the UGA, the city would have a voice in how the land would be developed.

Helen Nupp – 9229 66<sup>th</sup> Ave NW. Ms. Nupp said she had heard others talk about water concerns and stressed that this property is a significant aquifer recharge area. She agreed that the property should be left with the R-5 zoning designation. She discussed the Department of Natural Resources compliance concerns with the logging that occurred in 1997. She recommended that the property be kept as is until a need is demonstrated.

Jack Bujacich. Mr. Bujacich restated that all Council was doing was making a recommendation to Pierce County. He agreed that the Roby's had been good stewards of the property and have agreed to continue to retain the creek in its original form. He said that the city may not have the need for the property now, but it was wise to plan for the future. He discussed the one house per five acre zoning wouldn't be approved to drill a well or to install septic. He said eventually this property will be developed and it is up to the city to protect the environment. He recommended that the Council not delay this further.

Joe Austin – 6908 92<sup>nd</sup> St. Ct. NW. Mr. Austin said he moved here from the Midwest three years ago. He said that it is one of the best places he has ever been and he didn't come here for more light industrial. He read a list of approved uses for the EC zoning designation, and said that this zoning is not the way to go.

**RESTATED MOTION:** I move to direct Staff to prepare a revised letter to Pierce County supporting approval of the Roby / Campen map amendment, U-13. Picinich / Ruffo - a roll-call vote was taken with the following results.

Ekberg – no; Young - yes; Franich – no; Dick - no; Picinich – yes; Ruffo – yes.

The vote tied 3 to 3. Mayor Wilbert broke the tie with an affirmative vote. The motion carried to revise the letter to Pierce County supporting the Roby / Campen application.

3. Second Reading of Ordinance – Accepting a Donation from Evie and Gene Lynn for Purchase of an Original Oil Painting. Mark presented this ordinance to accept the donation of \$1200 to purchase an oil painting for the Gig Harbor Civic Center.

**MOTION:** Move to adopt Ordinance No. 931 accepting the donation of funds for the purchase of an oil painting.  
Picinich / Ruffo - unanimously approved.

## **NEW BUSINESS:**

1. First Reading of Ordinance – Annual Comprehensive Plan Amendments. John Vodopich presented the first reading of an ordinance for the annual amendments to the Comprehensive Plan and introduced Steve Osguthorpe, Planning and Building Manager, Steve Misiurak, City Engineer, and David Skinner, from HDR Engineering to answer questions.

Councilmember Young asked for assurance of the ability of Borgen Boulevard to handle either one or the other, or both of the proposals over the next 20 years.

David Skinner – HDR Engineering. Mr. Skinner explained that he had analyzed both the current traffic with the existing zoning and what it will look like over the next five to seven years. He said that the area has developed faster than he expected, but it was designed to handle this capacity. He gave a history of the traffic studies in this area and confirmed that, with proper mitigation, the Borgen Boulevard and subsequent intersections that will occur with growth, will handle the existing zoning.

Mr. Skinner then addressed changes to the existing land use to include commercial sites by saying that it was determined that each one of the intersections and additional links are consistent with what had been anticipated, and Borgen Boulevard will continue to provide the capacity for the 20 year future growth. He said that neither applicant provided information that identified what would occur if both sites were allowed to construct big-box stores. He said that the assumption could be made from the existing reports that this would drop the level of service even further. He said that the city had anticipated what they wanted for Gig Harbor North, and that this vision has been maintained. He said that Borgen Boulevard was designed with this vision in mind.

Mr. Skinner concluded that he felt very confident that Borgen Boulevard could handle either one of the applications. He cautioned that the analysis had not been done for approval of both applications.

Councilmember Franich asked about the impact to private driveways. Carol Morris explained that the city has no authority to mitigate private property. Mr. Skinner explained that the Public Works Standards dictates the geometry of construction and that Mr. Gibson had done an excellent job of considering this in his report. Mark Hoppen clarified that these concerns can be addressed through design of city-owned right of ways.

Councilmember Young asked about a Development Agreement that contained a Village Center concept and how it could be bound to the property. Carol Morris explained that the city can tie the Development Agreement to the Comprehensive Plan Amendment as a condition of approval. She said that if Council wished to adopt a Development Agreement, sufficient detail could be included to make it enforceable, and the property owner would be bound to it. The Development Agreement would provide the language for the zoning.

Councilmember Ekberg asked if there was sufficient time to hold a public hearing on a Development Agreement. John Vodopich said yes, and that an additional SEPA analysis would need to be done.

Councilmember Ruffo asked for clarification on the staff recommendation for an increase to 20 acres in commercial zoning. Carol Morris said that she didn't recommend adoption of that recommendation, and said that Council should ask the applicant if they will accept that as an amendment to their application to assure that OPG wouldn't appeal or that if someone else were to appeal the decision, she would not be required to defend the city to the Growth Board. John Vodopich clarified that the staff recommendation for the 20 acres commercial is appropriate to allow for one big-box retailer.

**MOTION:** Move to ask staff to draft a Development Agreement with OPG and bring it back at the next meeting for a public hearing.  
Young / Ekberg – five voted in favor. Councilmember Franich voted no.

Councilmember Young then asked John Rose if he would amend his application and agree to a Development Agreement.

Mr. Rose said "Olympic Property Group would be willing to accept an amendment to their application that would change the area for the large box to 25 acres, and where we would enter into a Development Agreement limiting the Village Center uses to something more pedestrian oriented and that would eliminate the opportunity for another big box, but would do things more small scale."

John Vodopich clarified that the staff will work with OPG for a Development Agreement that will be brought back for a public hearing and second reading of the ordinance at the July 28<sup>th</sup> meeting. The Development Agreement will be for 25 acres of PCD Commercial and 10 acres of Village Center concept. At the second reading of the ordinance, Council will need to take action on each application.

2. First Reading of Ordinance – Uddenberg Property Rezone – REZ 03-01. Steve Osguthorpe, Planning / Building Manager, explained that in the 2002 Comp Plan amendments, Council approved a change in land use for two parcels on the corner of Pioneer Way and Grandview Street. He said that this ordinance was a request for a rezone of those two properties from R-1 to RB-1. This will return for a second reading at the next meeting.

3. Purchase Authorization - Pump-out Station for Jerisich Dock. John Vodopich explained that the sewer pump-out at Jerisich had been malfunctioning for some time, and recommended the purchase of the new system. He said that adequate funds were located in the parks fund. Steve Misiurak, City Engineer, explained that the old system was incorrectly specified and that the new system is warranted for 2-years.

Councilmember Franich pointed out that this is a prime reason to charge fees at the dock.

**MOTION:** Move to authorize purchase of the pump-out station for Jerisich Dock from Keco Inc. in the amount of nine thousand three hundred sixty-five dollars and zero cents (\$9,365.00) including shipping.  
Ruffo / Picinich - unanimously approved.

4. Resolution – Surplus Equipment, GHPD. Chief Barker presented this resolution declaring certain equipment surplus. He explained that the equipment is over ten years old and of no value, but could be used by the Mount Rainier National Park, and recommended that the equipment be donated to the park at no cost.

Councilmember Dick voiced concern on whether the city could donate public property and asked for clarification. Carol Morris, City Attorney, will research the statutes for allowing this action.

**MOTION:** Move to table this resolution until the next meeting.  
Picinich / Ruffo – unanimously approved.

5. City Hall Purchase and Sale Agreement. Mark Hoppen, City Administrator, presented this agreement for the sale of the old city hall.

Councilmember Young asked for clarification on the practice of accepting earnest money. Mark explained that it goes to escrow through the city.

Councilmember Franich asked if there were any parking concessions made in the agreement. Mark said that there were no land use issues with this agreement.

**MOTION:** Move we authorize the Purchase and Sale Agreement for the City Hall building.  
Ekberg / Ruffo – unanimously approved.

**STAFF REPORTS:**

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

**PUBLIC COMMENT:**

Tyler Bergstrom – 8415 72<sup>nd</sup> Ave – Gig Harbor. Mr. Bergstrom used displays to illustrate his concerns that BMX bikes are not allowed in the Skate Park. He said that taxpayer dollars fund the park, but not all taxpayers are allowed to use it. He talked about the bike riders helping to keep the park clean and safe, and asked if the city would work toward a plan where skateboards and bikes could share the park at different times.

He explained that an internet survey shows that there is no evidence that bikes do any

more damage than skates. He showed pictures of the Grants Pass, Oregon park where bikes are allowed and showed examples of the portion of skateboards that can damage the concrete surface. Tyler urged Council to consider the need for local recreation opportunities for BMX riders as the toll on the bridge would prohibit them from going to Tacoma. He said that if the pegs on bikes are the issue, then the pegs could be prohibited.

Councilmember Young said that the park designer was not concerned with the bikes damaging the coping, but the flat surfaces. Tyler introduced his friend to address this.

Aaron Jorgensen (no address given) Mr. Jorgensen passed out pictures of damage done by "kickers" on skateboards at this park. He said that the only real damage done by bikes is scrapes by the copings. He said that he understood the safety concerns, adding that the more skilled skaters travel at a high rate of speed and don't have brakes. He said that he thought it would be "OK" to share the park at different times with skaters.

Mark Hoppen said that he would be happy to gather data from other parks and present it. Tyler said that the \$10,000 that had been set-aside for a BMX dirt trail park should be used to repair the skatepark. Mark said that this solution would not serve the other BMX bikers that would like to use a dirt-trail park.

Mayor Wilbert suggested that the young men bring back a plan that would identify times for use.

Councilmember Ekberg thanked the young men for coming and being so well prepared. He explained that the park was designed as a skatepark, not a mixed-use facility, to address safety issues and concerns about how the facility will hold up. He said that if new information is available, that the Council would be happy to take a look at it.

#### **COUNCIL COMMENTS / MAYOR'S REPORT:**

Councilmember Ruffo reported that there are several boats staying at the city dock longer than the 48 -hour limitation. Mark said that he would talk to the Police Department about enforcement.

Councilmember Ekberg recommended that everyone take a walk downtown and see the new historical markers. He commended staff and the Historical Society. He then gave a positive report on the "Concert on the Green" held on Sunday. He commented on how well the facility works for this purpose.

Mayor Wilbert announced that she had received an invitation to the Korean War Armistice on Sunday July 27<sup>th</sup>. She said that she could not attend, and offered to share the invitation.

Transportation Challenges; Maritime Solutions. Mayor Wilbert discussed her

participation in the recent forum to begin the process to coordinate regional planning for utilizing passenger ferries and water taxis as alternative transportation methods.

Mayor Wilbert announced that she had lunch with Senator Cantwell, who spoke in favor of a Senior Center / Boys and Girls Club.

**ANNOUNCEMENT OF OTHER MEETINGS:**

City Council Special Meeting - Local Option Sales Tax. Thursday, July 17<sup>th</sup> at 10:30 a.m. at the Civic Center. Mark Hoppen encouraged the Councilmembers to attend and comment on the proposal.

**ADJOURN:**

**MOTION:** Move to adjourn at 10:32 p.m.  
Ekberg / Young – unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 – 15  
Disc #2 Tracks 1 – 9  
Disc #3 Tracks 1 - 4

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Gretchen Wilbert, Mayor

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Molly Towslee, City Clerk



"THE MARITIME CITY"

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**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS** *David*  
**SUBJECT: ACCEPTANCE OF LOSS CONTROL GRANT FUNDS – SIDEWALK REPAIR**  
**DATE: July 18, 2003**

#### **INFORMATION/BACKGROUND**

An application was submitted to Association of Washington Cities Risk Management Service Agency for the 2003 Loss Control Grant program to assist in removal and replacement of 112 feet of old sidewalk in the downtown area. This sidewalk section is located on Pioneer in front of Gig Harbor Realty, Kelly's and Water's Edge Gallery.

We were notified by the attached letter that a grant in the amount of \$1,000 had been awarded to the city for this project. The grant funds must be complete expended by November 28, 2003 or the city agrees to forfeit the entire grant.

#### **FISCAL CONSIDERATION**

There has been money identified in the 2003 Budget for the upgrade of sidewalks. This project has been estimated to cost \$3,500, and the \$1000 grant will help to defray the costs of this replacement.

#### **RECOMMENDATION**

Staff recommends that Council authorize the Mayor to agree to the terms and conditions of the grant as outlined in the attached letter.





ASSOCIATION OF WASHINGTON CITIES

Employee Benefit Trust



Risk

Management Service Agency



Drug & Alcohol Testing Consortium

1076 Franklin St. SE  
Olympia, WA 98501-1346

Phone: 360-753-4137

Toll Free: 1-800-562-8981

Fax: 360-753-0148

Website: www.awcnet.org

July 17, 2003

Molly Towslee,  
City of Gig Harbor  
3510 Grandview St  
Gig Harbor, WA 98335

Re: **AWC RMSA Loss Control Grant Confirmation Letter**

Dear Molly,

Congratulations! Your application for a loss control grant has been approved. The following information outlines the provisions of the grant:

**Grant Recipient:** City of Gig Harbor                      **Amount of Grant:** \$1000.00

**This grant is for:** Remove and Replace 112 feet of sidewalk in downtown area

This grant money must be completely expended by **November 28, 2003** or the city/town agrees to forfeit the entire grant. Requests for reimbursement must be made by **December 15, 2003** and must contain a statement describing the results of the grant and an itemized list of expenses incurred. We will send a check for the full amount of the grant when the project as described in your application has been fully completed.

Enclosed is the complete list of participants and winning projects.

Please indicate by your signature and your mayor's signature that you understand these provisions and intend to use the grant for the purpose as described in your grant application. Again, congratulations. If you have any questions, please call me.

Sincerely,

Fred Crumley, MS, ARM  
Loss Control Specialist

I hereby agree to the terms and conditions of the grant as outlined above:

Mayor: \_\_\_\_\_ Grant Administrator: Dave Breksten  
Date: \_\_\_\_\_ Date: 7/28/03 DAVE BREKSTEN

**This document (or copy with original signatures) must be signed and returned to Fred Crumley at the AWC RMSA.**  
A copy should be kept on file with the clerk-treasurer.

Completed

AWC RMSA

**Grading Sheet  
SUMMARY  
2003 Loss Control Grants**

	City / Town	Project	Requested Amount of grant	Dan	Molly	Pat	Fred	Total Points
1	Dupont	TV/DVD/VCR and stand for showing videos (training, safety, instruction, etc)	\$974.98	14	15	25	20	74
2	Fairfield	Pea gravel ground cover for playground area	1000	20	25	25	25	95
3	Index	Handicap access ramp for city hall	1000	24	5	**	0	29
4	Morton	TV/VCR and four inert training weapons for police department	622	14	25	25	25	89
5	Mossyrock	Video cameras at the waste water treatment facility to prevent theft losses that have occurred in the past	800	23	5	0	20	48
6	Port Orchard	Hire college student to inspect and develop a report on all sidewalks, playgrounds, and city parks	1000	7	25	**	25	57
7	Poulsbo	Wood chips for ground cover of playground area	1000	10	25	25	25	85
8	Rainier	Purchase materials to install handrails on steps to city hall and to city owned historical building	1000	23	5	**	20	48
9	Ridgefield	TV/DVD/VCR and safety videos for Public Works department	970	14	5	*	20	39
10	Roy	2 roll-up signs and stands for maintenance staff when working close to major arterials and highways	486.56	17	15	0	15	47
11	Twisp	Install concrete handicap ramps	1000	24	5	**	0	29
12	Winlock	Install 6' chain link security fence around the public works maintenance shop.	1000	19	5	0	25	49
13	Yelm	Tools and concrete to replace and repair damaged sidewalks	1000	19	25	25	25	94
14	Gig Harbor	Remove and Replace 112 feet of sidewalk in downtown area	1000	16	25	25	25	91
15	Kalama	Purchase respirators for Wastewater Treatment Facility	1000	14	15	0	0	29
16	Farmington	Contract to grind all sidewalk trip hazards	1000	19	25	25	25	94
17	Pe Ell	Purchase pressure washer for WWTF and traffic cones for Public Works dept. and tv/vcr for watching training films	1000	14	5	*	*	19

	City / Town	Project	Requested Amount of grant	Dan	Molly	Pat	Fred	Total Points
18	Toledo	Training cubicle for city staff (Computer, modem, printer/fax)	1000	14	5	0	10	29
19	Ellensburg	Fire Hydrant water adequacy survey	1000	8	15	0	0	23
20	South Prairie	Purchase wood chips for playground	1000	20	25	25	25	95
21	Ruston	Hire contractor to remove and repair faulty sidewalks within the city	1000	16	25	25	25	91
22	Rockford	Remove and replace unsafe playground equipment	1000	20	25	20	25	90
23	Castle Rock	Purchase water rescue equipment for police dept.	1000	19	10	0	0	29
24	Winthrop	Hire student to copy and prepare ordinance files to be micro-fiche'd	450	2	5	0	0	7
25	Latah	Remove and replace bad section of sidewalk	970	16	25	25	25	91
26	Waverly	Purchase and install fence between playground and road	850	19	25	0	25	69
27	Harrington	Sidewalk Repair	1000	16	25	25	25	91
28								
29								

\* Partial award

\*\* Funded if funds are available

Winners highlighted in **BOLD** type

## **Instructions**

Please review each application and determine it's merit based on two factors:

1. **Meets a loss control standard** (award up to 10 points)  
Enclosed with this package is a list of the loss control standards that the Operations Committee and the Board of Directors have established for member cities. If the grant application directly impacts one of these standards, you should award a high score. If it does not, you should award a lower score.
2. **Provides a significant hazard reduction** (award up to 15 points)  
If the grant money will be used to mitigate a known or potential physical hazard or a known or potential liability, you should award a high score. Beautification or improvement projects etc. should receive a lower score.

Keep in mind that the reason for these grants is to provide an incentive for members to do something that will *reduce or eliminate the opportunity for liability lawsuits, property claims, or personal injury*. The more urgent the need or more obvious the proposed solution, the higher the score. Projects that are superficial or that simply upgrade city services should receive fewer points.

### NOTE:

- AWC RMSA receives a large number of trip & fall claims due to faulty sidewalks.
- Cities have a risk exposure with poorly maintained playgrounds and other hazards involving children.
- Training budgets for police departments have been hard-hit this year.

3. Please fax or e-mail your grading sheet to me by **July 15<sup>th</sup>**.

# 2003 Loss Control Grant Application

## DESCRIPTION OF PROGRAM OR EQUIPMENT PURCHASE

**Purpose of grant:** (What do you want to do?)

REPLACE AN EXISTING 8 FT X 112 FT SECTION OF SIDEWALK IN THE DOWNTOWN AREA. THIS SIDEWALK IS HEAVILY USED AND HAS AN EXISTING COAL CHUTE CONSTRUCTED IN THE SIDEWALK, AND WE HAVE RECEIVED MANY COMPLAINTS OF SLIPS AND FALLS.

**Implementation plan:** (How, When, Where)

REMOVE AND CONSTRUCT 112 LF OF SIDEWALK AT 7806 PIONEER WAY IN OCTOBER 2003.

**Expected result:** (How will this reduce injuries, property damage?)

THIS WILL REPLACE AN OLD SECTION OF PUBLIC SIDEWALK THAT HAS DETERIORATED INTO AN UNSAFE CONDITION TO THE TRAVELING PUBLIC.

## BUDGET WORKSHEET

**Materials and cost of equipment:** (List separately)

CONCRETE	12 YARDS @ 60.00	720.00
BACKHOE	8 HOURS @ 35.00	280.00
DUMP TRUCK	8 HOURS @ 20.00	160.00
JACKHAMMER	8 HOURS @ 10.00	80.00

**Cost of labor:** (Not city employees unless it is overtime directly involved with this project)

CONCRETE CONTRACTOR 32 HOURS @ 30.86 987.52

**Other costs:**

**Total Grant Request:** \$1000.00

RENT 5/20/03

CITY OF GIG HARBOR  
 City/Town  
DAVE BREKERTON  
 Applicant/Contact Person  
DIRECTOR OF OPERATIONS  
 Title  
(253) 851-6176  
 Phone #  
dbrekert@cityofgig.org  
 Email Address  
harbor.net

**To Apply**

Fill in this Loss Control Grant application and fax or email to the address below. If you prefer use your own paper, but be sure to address all applicable topics. Photos will be acceptable.

**Only one application per AWC RMSA member is allowed.**

The grant request must clearly show how this project or equipment will prevent or reduce the risk of property damage, personal injury or liability claims.

If you have any questions, please contact Fred Crumley at (360) 753-0137, 1-800-567-8981, Fax: (360) 753-0148

**Application Deadline:**

Applications must be received by June 15, 2003.

**AWC RMSA**  
 Loss Control Grants  
 1076 Franklin Street SE  
 Olympia, WA 98501

Note: Copies sent to clerk, mayor, police chief, public works director, and parks & rec director.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: BURNHAM DRIVE SIDEWALK**  
**- CONTRACT AUTHORIZATION**  
**DATE: JULY 28, 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). Three contractors responded with the following price quotations:

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 Caliber Concrete Construction Inc. in the amount of eighteen thousand five hundred twenty dollars and no cents (\$18,520.00), not 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 Caliber Concrete Construction Inc. as the lowest responsible respondent, for their bid quotation amount of eighteen thousand five hundred twenty dollars and no cents (\$18,520.00), not including state sales tax.

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

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the City of Gig Harbor (hereinafter the "City"), and Caliber Concrete Construction, Inc., a Washington corporation, located and doing business at PO Box 26, Pacific, WA 98047, (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 eighteen thousand five hundred twenty dollars and no cents (\$18,520.00), 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 August 15, 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. Caliber Concrete Construction, 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.

**CALIBER CONCRETE CONSTRUCTION, INC.**

**THE CITY OF GIG HARBOR**

By: *Shelly Stulat*  
Its *President*

By: \_\_\_\_\_  
Its Mayor

**Notices should be sent to:**

Caliber Concrete Construction, Inc.  
Attn: Kathy  
PO Box 26  
Pacific, Washington 98047  
(253) 863-7721

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 Caliber Concrete Construction, 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: \_\_\_\_\_

Exhibit A  
**PROPOSAL**

**RECEIVED**

JUN 23 2003

CITY OF GIG HARBOR  
 OPERATIONS & ENGINEERING

**CALIBER**  
 CONCRETE CONSTRUCTION INC.

P.O. Box 26  
 PACIFIC, WA 98047

**PATTERNED CONCRETE**  
 OF SEATTLE  
 CALIBCC115CA

(253) 863-7721  
 (253) 781-0092  
 FAX (253) 863-8108

06/23/2003

PROPOSAL SUBMITTED FOR <b>CITY OF GIG HARBOR</b>	PHONE (253) 851-6170	FAX (253) 853-7597
STREET	JOB NAME <b>BURNHAM DRIVE SIDEWALK PROJECT</b>	
CITY, STATE, ZIP <b>ATTN: SONIA BILLINGSLEY</b>	JOB LOCATION <b>CITY OF GIG HARBOR</b>	

ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
	APPROX: 595 SY	4" CONCRETE SIDEWALK	20.00	SY	\$ 11,900.00
	78 SY	6" CONCRETE DRIVEWAY	40.00	SY	3,120.00
	1 EA	TRAFFIC CONTROL	3500.00	LS	3,500.00
		<b>TOTAL:</b>			<b>\$ 18,520.00</b>
<p>NOTE: NEW ADA STANDARD NOT SHOWN ON DETAILS. IF THE NEW STANDARD IS USED, THE SIDEWALK PRICE WILL BE INCREASED.</p> <p>EXCLUDES: SUBGRADE AND LAYOUT.</p>					

<p><b>ACCEPTANCE OF PROPOSAL</b></p> <p>THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.</p> <p>DATE OF ACCEPTANCE _____</p>	<p>AUTHORIZED SIGNATURE <i>Kathy Gustafson</i></p> <p>NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN <u>30</u> DAYS.</p>
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C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 7/03/03

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20031031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THE GIG HARBOR YACHT CLUB	GIG HARBOR YACHT CLUB 8209 STINSON AVE GIG HARBOR WA 98335 0000	077100	PRIVATE CLUB - SPIRITS/BEER/WINE

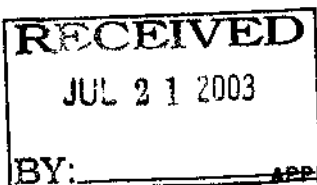


NOTICE OF LIQUOR LICENSE APPLICATION

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: 7/17/03

TO: CITY OF GIG HARBOR



RE: ASSUMPTION
From JEKYLL AND HYDES PUB, INC.
Dba JEKYLL AND HYDES PUB

BY: \_\_\_\_\_ APPLICANTS:

HINDQUARTER II, INC.

DRISCOLL, DENNIS JR
1946-11-28 532-44-6588
VANSKIKE, ISAAC HEMPHILL
1957-10-25 551-90-3374

License: 082991 - 1J County: 27
UBI: 602-308-130-001-0001
Tradename: TANGLEWOOD GRILL
Loc Addr: 3222 56TH ST
GIG HARBOR WA 98335-1359

Mail Addr: 4015 RUSTON WAY
TACOMA WA 98402-5315

Phone No.: 253-272-4374 DENNIS DRISCOLL JR

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

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

- 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



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCILMEMBER'S**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PROPOSED ANNEXATION - NORTH DONKEY CREEK (ANX 03-03)**  
**DATE: JULY 28, 2003**

**INFORMATION/BACKGROUND**

The City received a 'Notice of Intention to Commence Annexation Proceedings' for approximately 15.59 acres of property located west of Burnham Drive, east of the west boundary of the Tacoma-Lake Cushman power line and north of 96<sup>th</sup> adjacent to the existing City limits and within the City's Urban Growth Area (UGA) on June 5, 2003. Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is Medium-Density Residential (R-2) with the Mixed Use District Overlay (MUD) applied to those properties lying east of Donkey Creek.

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment on June 10, 2003. Comments were received via E-mail on July 18, 2003 (Exhibit A). The legal description does not match the map as submitted. The map omits a portion of the Tacoma City Light parcel. Pierce County recommends that both portions of the parcel be included in this proposed annexation. However, Tacoma Power has requested that this right-of-way not be included in this annexation request.

Additionally, this request was distributed to the City Administrator, Chief of Police, Director of Operations, Engineer, Building Official/Fire Marshal, Finance Director and Pierce County Fire District #5 for review and comment on June 11, 2003.

The Council is required to meet with the initiating parties within sixty (60) days of the filing of the request to commence annexation proceedings to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

The Council set the date of July 28, 2003 for such a meeting on June 23, 2003. Notice of the July 28, 2003 meeting was sent to property owners of record within the area proposed for annexation on July 21, 2003.

If accepted, the process will then move forward with the circulation of a formal petition for annexation. The petition must be signed by the owners of a majority of the acreage and a majority of the registered voters residing in the area considered for annexation.

### **POLICY CONSIDERATIONS**

The Chief of Police has identified no public safety related impacts and has no opinion on the annexation as proposed.

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and did not identify any building or fire code related reasons to object to the request.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation.

### **RCW 36.93.180**

#### **Objectives of boundary review board.**

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

**Comment:** The proposed annexation area is primarily undeveloped with one existing single-family dwelling.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

**Comment:** Burnham Drive and Tacoma-Lake Cushman power line right-of-way bound the proposed annexation.

- (3) Creation and preservation of logical service areas;

**Comment:** The proposed annexation would not alter any service area boundaries.

- (4) Prevention of abnormally irregular boundaries;

**Comment:** The proposed annexation would not create an abnormally irregular boundary. However, it is recommended that the City Council geographically modify the boundary of the proposed area to include the portion of the Tacoma City Light parcel as recommended by Pierce County (Exhibit A).

- (5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

**Comment:** Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

**Comment:** The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

**Comment:** Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the City's Urban Growth Boundary.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

**Comment:** The proposed annexation is of an unincorporated area with lot sizes ranging from 0.92 to 5.44 acres in size. The area is primarily undeveloped with one existing single-family residential unit. The proposed annexation area is within the City's Urban Growth Boundary and is planned for urban levels of development.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

**Comment:** The proposed annexation does not involve designated agricultural or rural lands.

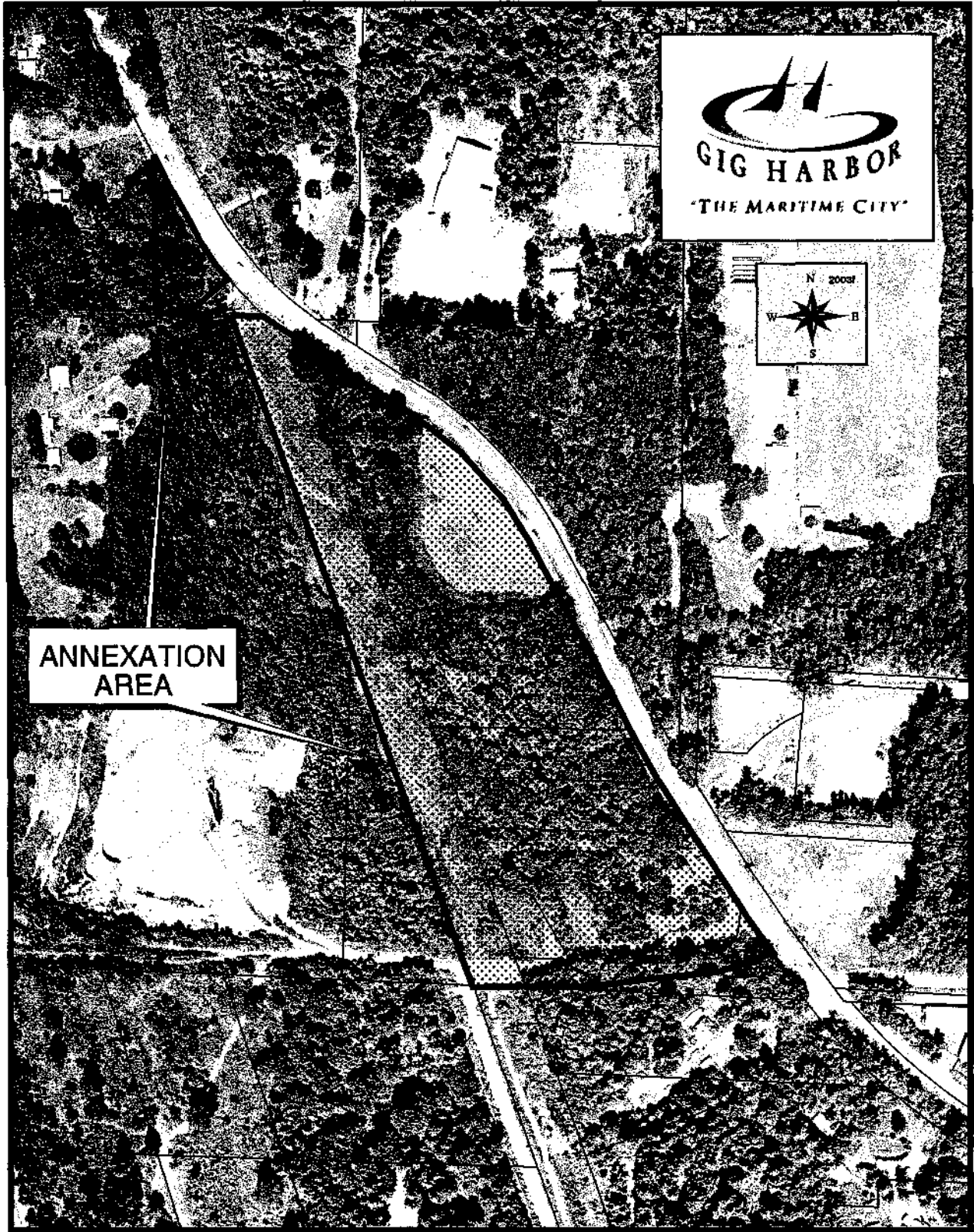
### **FISCAL CONSIDERATIONS**

The Finance Director has noted that financial impacts from this proposed annexation would not be significant to the City.

### **RECOMMENDATION**

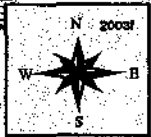
I recommend that the Council accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed;
2. The City shall require that the legal description and map be revised to reflect a modification of the proposed area by removing the Tacoma City Light parcel #02-22-31-3-068 as requested by Tacoma Power; &
3. The City will require the simultaneous adoption of Medium-Density Residential (R-2) zoning with the Mixed Use District Overlay (MUD) applied to those properties lying east of Donkey Creek for the proposed area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686.



ANNEXATION  
AREA

  
GIG HARBOR  
"THE MARITIME CITY"



NORTH DONKEY CREEK ANNEXATION

CANTER DEVELOPMENT COMPANY  
13915 52nd Avenue NW  
Gig Harbor, WA 98332  
(253) 857-4888 Fax: (253) 858-6752

RECEIVED  
CITY OF GIG HARBOR  
JUN 05 2003  
COMMUNITY  
DEVELOPMENT

June 5, 2003

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

Subject: North Donkey Creek - Notice of Intent for Annexation

Dear John:

This letter is a request for the annexation to the City of Gig Harbor of approximately 15.23 acres, triangular in shape, lying north of 96th Street, east of the west boundary of the Tacoma-Lake Cushman power line, and west of Burnham Drive. The property lies within the City of Gig Harbor Urban Growth area and is located immediately adjacent to, and entirely along, the city limits on the west side of Burnham Drive.

Attached please find a parcel map; petition; legal description; and a breakdown of the area and valuation. Please note this Notice of Intent has been signed by three of the six owners, representing 55.81% of the area and 86.48% of the valuation. Please note two significant ownerships are the Pierce County right-of-way and the Tacoma-Lake Cushman power line.

I believe this is a good opportunity for the City to incorporate the upper reaches of Donkey Creek as the annexation area includes both sides of approximately 600 linear feet of stream course. The majority of this annexation area will likely be maintained in some form of conservancy and stormwater facilities.

The official City of Gig Harbor zoning map designates the east side of Donkey Creek the underlying zoning of R-2 with Mixed Use District Overlay. The west side of the creek is zoned R-2. The Pierce County zoning for all of the properties included is Moderate-density Single Family (MSF). We request assignment of these designations for zoning within the unincorporated Urban Growth Area upon annexation.

Thank you for your assistance.

Sincerely,

*Phil Canter*

Phil Canter, Owner

RECEIVED  
CITY OF GIG HARBOR  
JUN 05 2003  
PIERCE COUNTY  
COMMUNITY  
DEVELOPMENT

**NOTICE OF INTENTION TO COMMENCE ANNEXATION**  
**PROCEEDINGS**

The Honorable Mayor and City Council  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

RECEIVED  
JUN 2 2003  
COUNTY

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>Philip C. Carter</i>	PHILIP C. CARTER	022231-3-027	6/2/03
<i>Del Stutz</i>	DEL STUTZ	022231-3-020	6/2/03
<i>Richard Golden</i>	RICHARD GOLDEN	022231-3-083	6/3/03



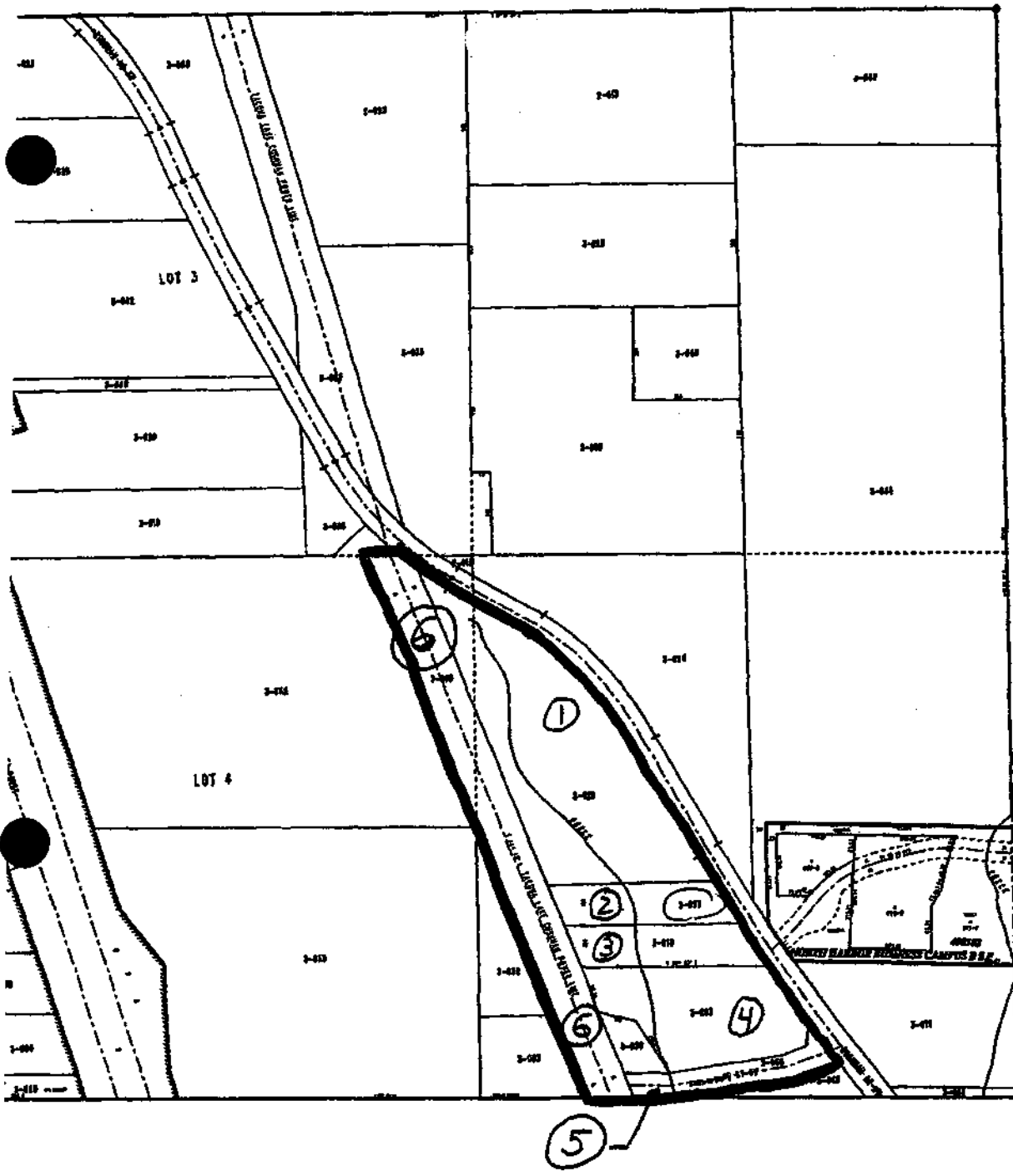
RECEIVED  
COUNTY CLERK  
JUN 05 2003  
COMMUNITY  
DEVELOPMENT

LEGAL DESCRIPTION  
NORTH DONKEY CREEK ANNEXATION AREA

That portion of the southwest quarter of Section 31, Township 22 North, Range 2 East, Willamette Meridian, lying north of the south right-of way line of 96th Street, east of the west property line of the Tacoma-Lake Cushman Power Lines, and west of Burnham Drive.

Situate in the County of Pierce, State of Washington.

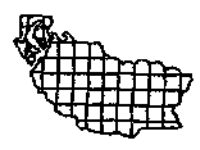
EXHIBIT "A"



Scale 1" = 200'



3-001-01	3-001-02	3-001-03
3-001-04		3-001-05
3-001-06	3-001-07	3-001-08



DATE OF BEST PRACTICE: 06/01/03  
02-22-03

Public Services Building  
2400 S. 29th Street, Room 640  
Tacoma, Washington 98409

Mapmaker: This Plan File, 000770, 0406 000000

**Pierce County**  
Assessor-Treasurer

THIS IS NOT A SURVEY  
OR THE DATA FORMED ON THIS MAP  
BE ASSURED LIABILITY FOR VARIANCES  
ASCERTAINED BY ACTUAL SURVEY  
FOR ASSESSMENT'S USE ONLY

EXHIBIT B

RECEIVED  
JUN 05 2003

COMMUNITY  
DEVELOPMENT

RECEIVED  
JUN 05 2003  
COUNTY  
CLERK

North Donkey Creek Annexation Area

Parcel List

Parcel Map ID#	Parcel Number	Acreage	Valuation	Owner * = signed
1	022231-3-020	5.44	\$32,700	*Stutz
2	022231-3-027	.92	\$27,900	*Canter
3	022231-3-018	.92	\$27,900	MC West
4	022231-3-063	2.14	\$162,000	*Golden
5	022231-3-048	1.95	\$1,700	Pierce Co
6	022231-3-068	3.86	\$5,200	Tacoma City Light
Total		15.23	\$257,400	

Representation of Signatory Owners (MC West has not responded as of this submittal):

By Area: 8.5 acres/15.23 acres = 55.81%

By valuation: \$257,400 - \$27,900 - \$1,700 - \$5,200 = \$222,600/\$257,400 = 86.48%

# Exhibit A

Vodopich, John

---

From: Fairbanks, Toni  
Sent: Friday, July 18, 2003 4:44 PM  
To: Vodopich, John  
Subject: Fwd: Gig Harbor- North Donkey Creek Annexation



Gig  
North Donke

John,

Please see the attached email referencing the North Donkey Creek Annexation. Sorry for the delay.

Toni

Vodopich, John

From: Klontz, Julie  
Sent: Friday, July 18, 2003 2:03 PM  
To: Duncan, Bruce; DePaul, Tony; Fairbanks, Toni  
Cc: Hamashima, Jesse  
Subject: Gig Harbor- North Donkey Creek Annexation



gig\_dc1.p df    gig\_dc2.p df    DonkeyCk 4.BMP    DonkeyCk 3.BMP    DonkeyCk 1.BMP

Toni,

These are the final combined comments for the proposed North Donkey Creek Annexation. Please forward them to the City of Gig Harbor, including the attachments below. Thanks. Julie

The legal description for the North Donkey Creek Annexation does not match the map.

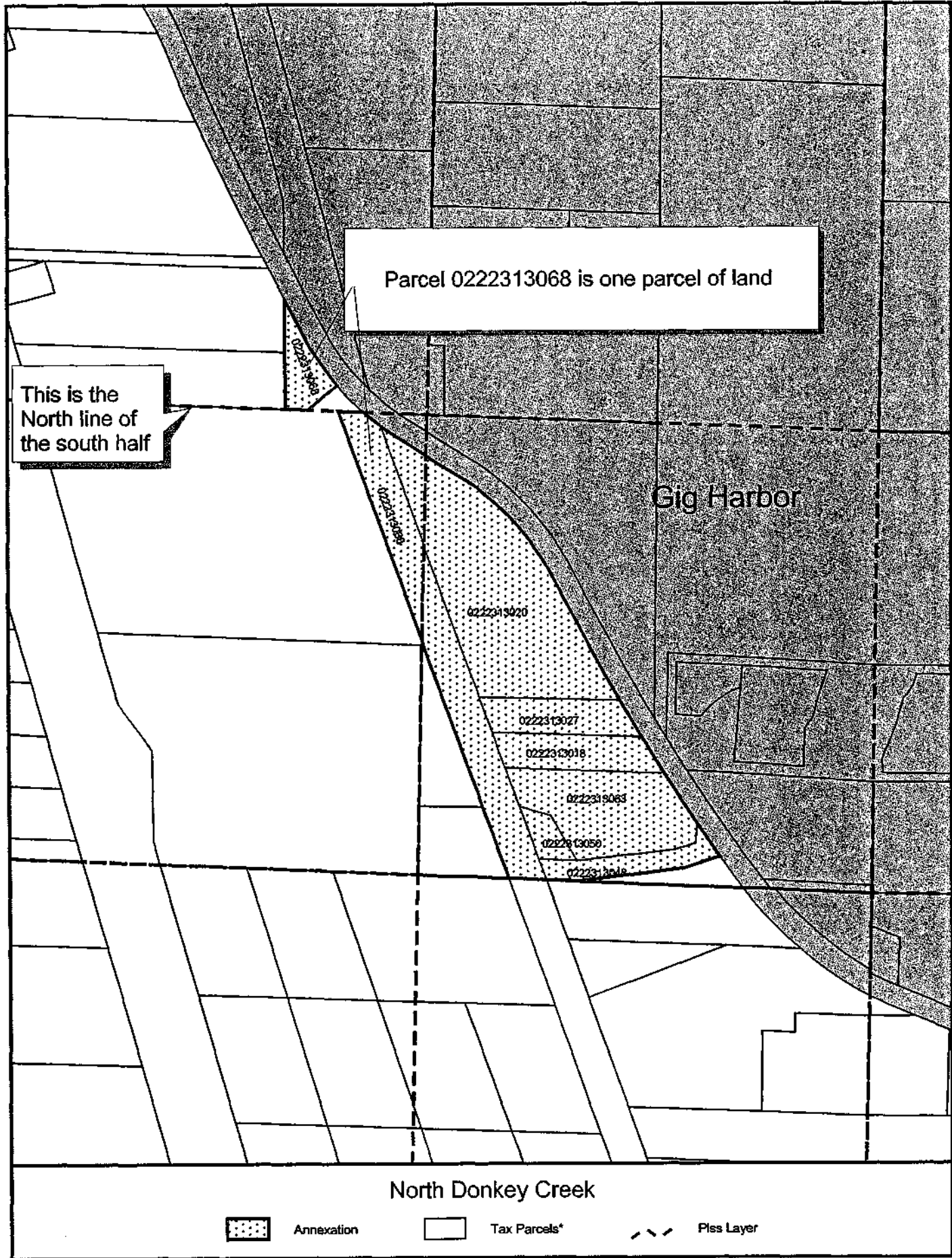
The map omits a portion of Tacoma City Light's parcel 02-22-31-3-068 which is included in the description. [See attachment gig\_dc1.pdf]  
The Assessor office would prefer that both portions of this parcel be included in this annexation--as the legal description now describes. The map would then need to be revised to include the remainder of this parcel. [See attachment gig\_dc2.pdf and DonkeyCk3.BMP]

The gap between the two portions of the Tacoma City Light parcel was created by an eariler transfer of a portion of Tacoma's parcel to a parcel to the west. [See attachment DonkeyCk4] For total clarity, the following exception could be added to the end of the existing description:

Except That portion of Tacoma - Cushman Power line right of way described as follows Beginning on the south line of northwest of southwest of Section 31, Township 22 North, Range 2 East, The Willamette Meridian, in Pierce County, Washington, at a point 259.10 feet west of southeast corner said subdivision; Thence west along said south line 90 feet; thence northeasterly to a point on the westerly right of way line of Burnham Drive N.W. Which is 70 feet north of the south line of said subdivision; Thence southeasterly along the westerly right of way line of Burnham Drive N.W. to the south line of said subdivision; Thence westerly along said south line to beginning.

To match the submitted map, the following correction would be needed:  
Line 1 - that portion of the south half of the southwest of Section 31

Footnote: There is a condominium development being proposed to the west of this annexation as shown in attachment DonkeyCk1. Access would be over 96th Street NW and through the northern ingress/egress location.



Parcel 0222313068 is one parcel of land

This is the North line of the south half

Gig Harbor

North Donkey Creek



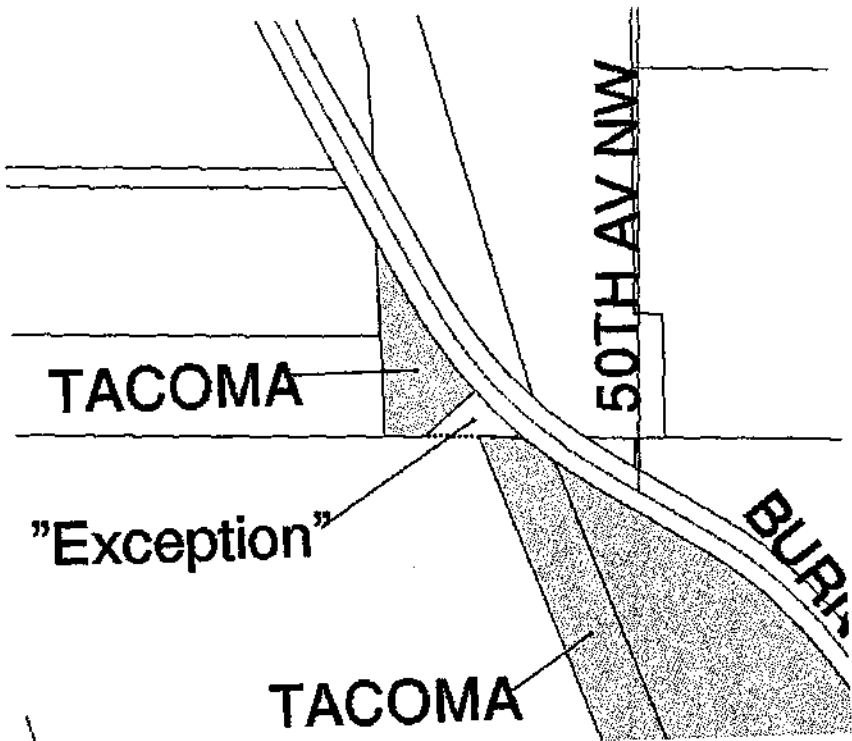
Annexation

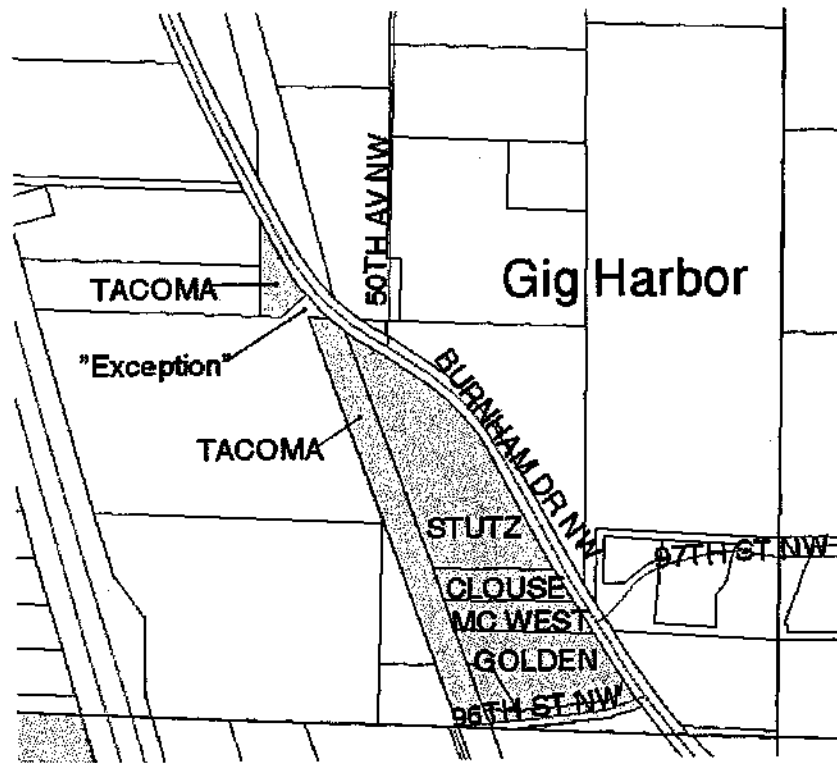


Tax Parcels\*

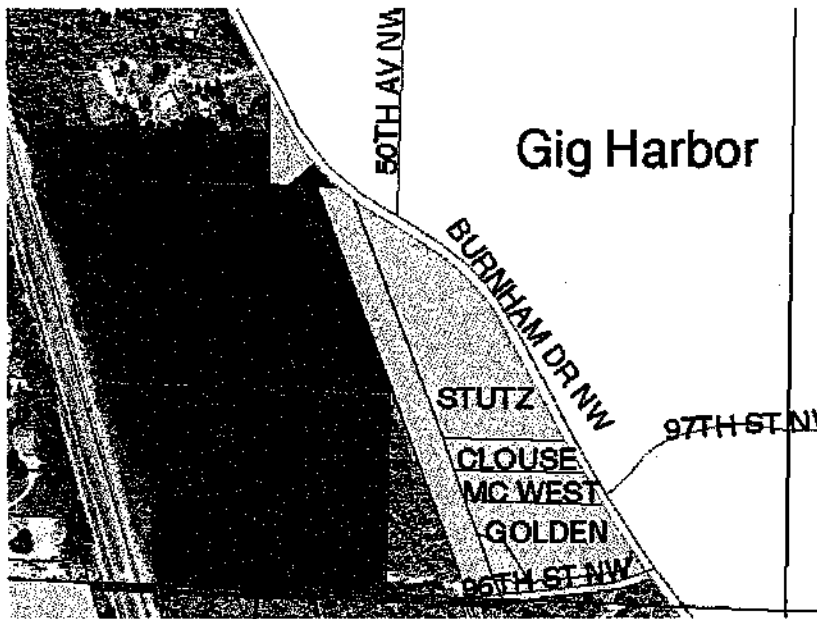


PWS Layer









Not Included in  
this request.

**Vodopich, John**

---

**From:** Canterdev1@aol.com  
**Sent:** Wednesday, July 23, 2003 9:49 AM  
**To:** vodopichj@cityofgig Harbor.net  
**Subject:** North Donkey Creek Annexation

John,

I was contacted by Ted Lyon from TPU. He informed me they would prefer not being included in the annexation. It would be a simple matter of changing "west" to "east" in the legal description I suppose.

I'm not exactly clear on TPU's reasoning, but I certainly don't want to alienate them, as I am going to need their cooperation in the near future. Ted also referred me to Jon Ortgiesen regarding the Lake Cushman trail. I have a lot of interest in that, and I want to work cooperatively with the City, TPU, and Parks and Recreation on some very nice opportunities.

It seems the power line will be annexed in the near future in any event. But I do want to pass on TPU's request to be deleted. This would then appear to be a matter for staff to evaluate and then let the Council decide the boundary.

Thank you for the quick and clean staff work in getting the annexation package so quickly to council. I am very appreciative.

Phil Canter



"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"

COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCILMEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF AN ORDINANCE – ANNUAL**  
**COMPREHENSIVE PLAN AMENDMENTS**  
**DATE: JULY 28, 2003**

**INTRODUCTION/BACKGROUND**

At the July 14, 2003 City Council meeting, a public hearing and first reading of an ordinance was held with regard to the annual amendments to the Comprehensive Plan. The Council took action to direct staff to negotiate a Development Agreement with the Olympic Property Group for an approximately the (10) acre 'village center'. The Olympic Property Group agreed to amend their comprehensive plan application to request approximately twenty-five (25) acres of Planned Community Development Commercial (PCD-C) and approximately ten (10) acres of 'village center' through the Development Agreement process. The Development Agreement was to be brought back for public hearing on July 28, 2003.

**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 **approval** of the amended Comprehensive Plan amendment application #02-01R, Olympic Property Group (OPG) – Approximately twenty-five (25) acres of Planned Community Development Commercial (PCD-C) and approximately ten (10) acre of 'village center' through the Development Agreement process.

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

Staff recommends **approval** of the **modified** 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 18%;
- **Decrease** the textual employment land use allocation from 29% to 22%;

- **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);

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.

Staff recommends approval of the ordinance as presented.

**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.**

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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

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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 38<sup>th</sup> Avenue, with 8" lateral lines on 60<sup>th</sup> 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/56<sup>th</sup> Street Improvement Design Project indicates the finished grade along 56<sup>th</sup> St. decreases as one travels easterly away from 38<sup>th</sup> 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 38<sup>th</sup> 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/56<sup>th</sup> 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: \$ 25,000
- 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. (AKA 64<sup>th</sup> Street Northwest), 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 2<sup>nd</sup> proposed manhole on 64<sup>th</sup> Street Northwest. 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 64<sup>th</sup> Street Northwest, 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 64<sup>th</sup> Street Northwest, 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.

**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 51<sup>st</sup> 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 51<sup>st</sup> 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 (#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 (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	<del>45</del> <u>60</u> % maximum
Commercial	<del>10</del> <u>11</u> % maximum
Employment	<del>25</del> <u>29</u> % minimum
Parks/Open Space	<u>10</u> % minimum
Schools	<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.

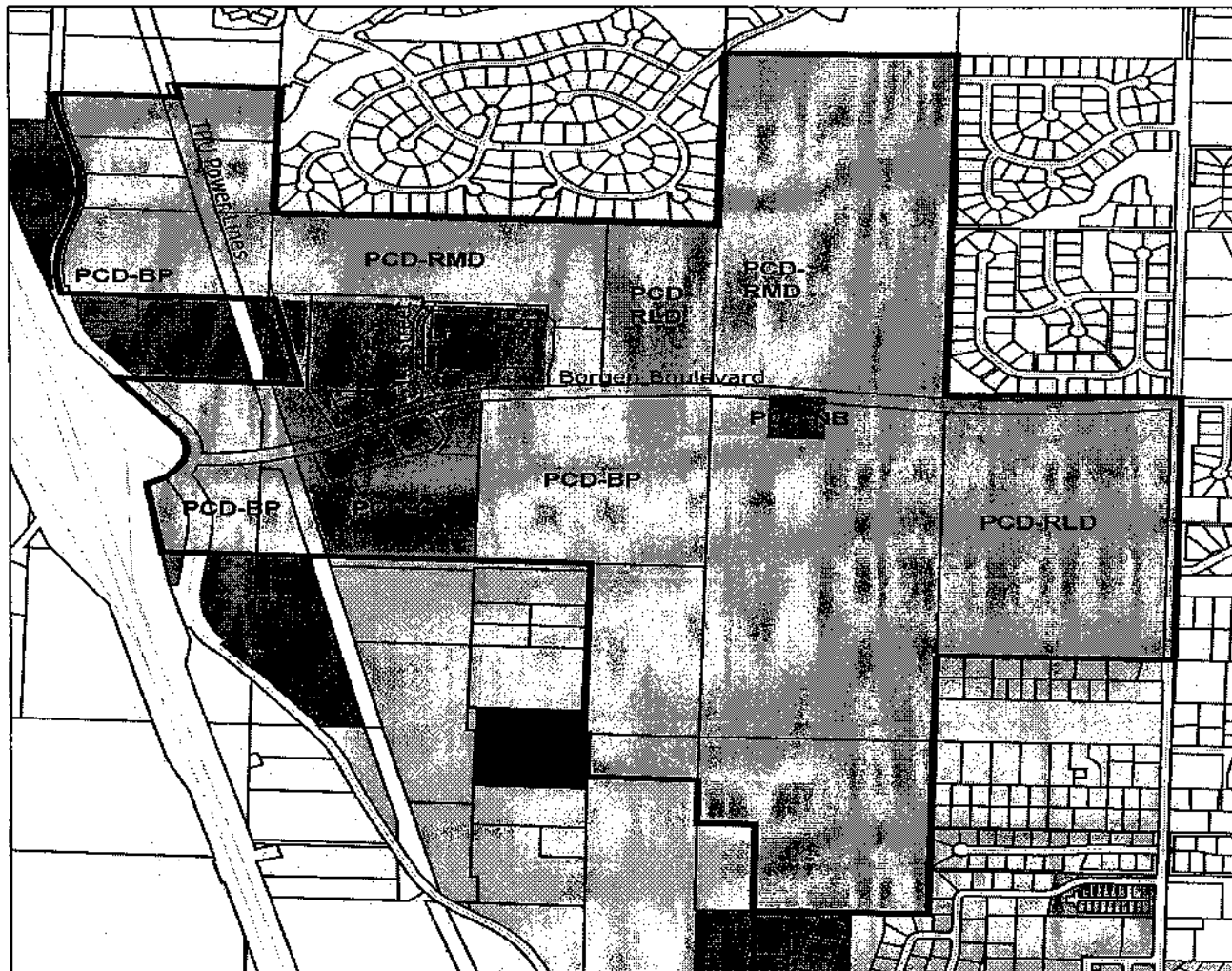
A Planned Community Development (PCD) incorporates the following generalized land use categories:

- 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]:





"THE MARITIME CITY"

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

**TO: MAYOR WILBERT AND CITY COUNCILMEMBERS**  
**FROM: STEVE OSGUTHORPE, AICP** *SO.*  
**PLANNING & BUILDING MANAGER**  
**SUBJECT: SECOND READING OF ORDINANCE - UDDENBERG PROPERTY**  
**REZONE - REZ 03- 01**  
**DATE: JULY 28, 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.

At the July 14, 2003 City Council meeting, an ordinance adopting the rezone of the subject site was presented to the Council for first reading. This item is now before the Council for second reading and final action.

#### **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**

The staff recommends that the Council approve the attached ordinance that adopts the rezone as approved by the Hearing Examiner.

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

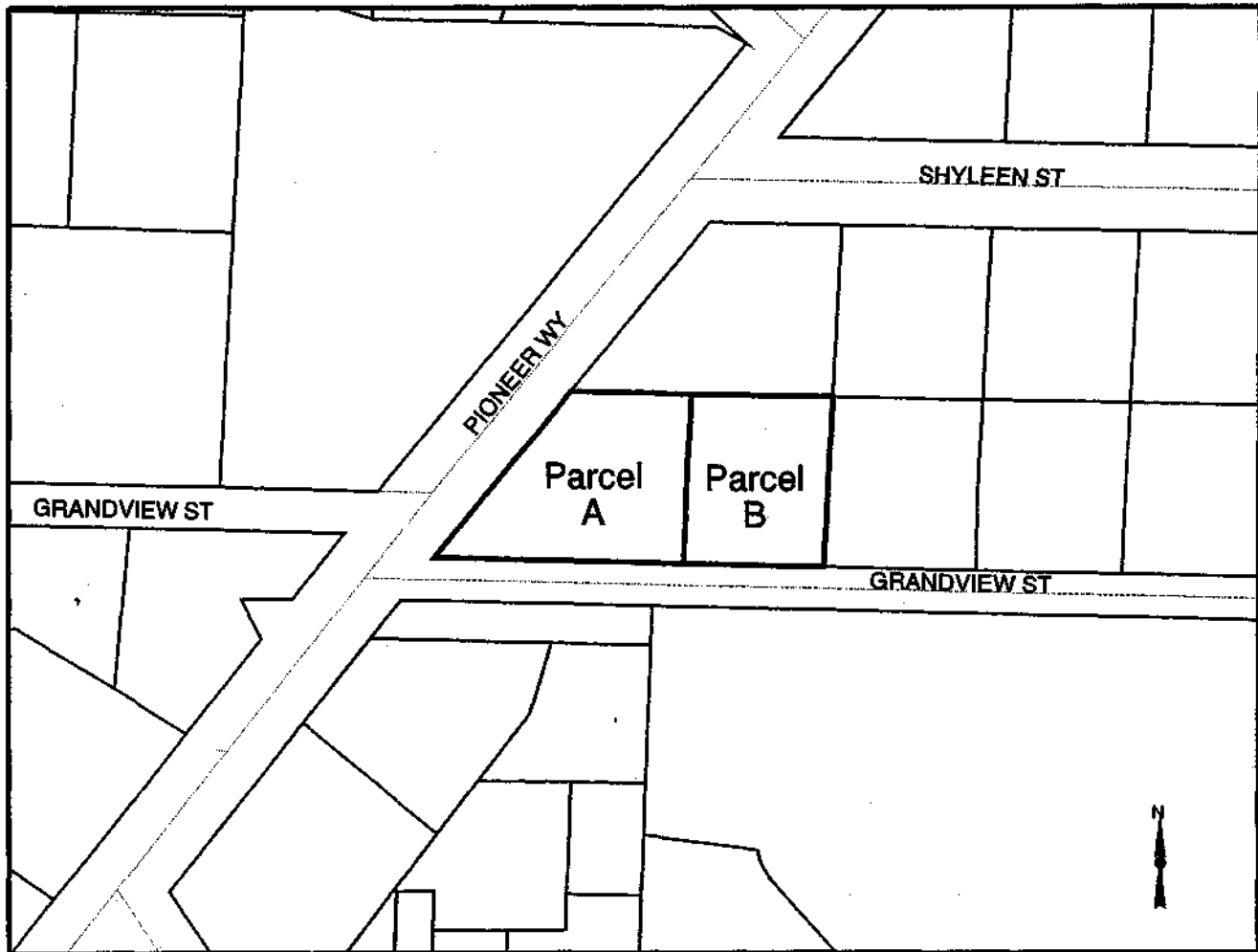
APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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.



**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR DR**  
**DATE: JULY 22, 2003**  
**SUBJECT: LOCAL IMPROVEMENT DISTRICT No. 99-1 FINAL ASSESSMENT ROLL**

### **INTRODUCTION**

This is the first reading of an ordinance approving and confirming the final assessment roll for Local Improvement District No. 99-1. Required notices were published in the Peninsula Gateway July 2 and July 9, 2003. In addition, the hearing notice was mailed to all participants 15 days prior to the hearing. We expect the prepayment period to run from August 21 through September 20, 2003.

### **POLICY CONSIDERATIONS**

The assessments for each parcel were calculated by the City Engineer in accordance with the special benefit each property was determined to have received from construction of the road. Special benefit was determined by a Special Benefit/Proportionate Assessment Study conducted in August 1999 by Macaulay and Associates.

All properties identified in the study as receiving a special benefit were assigned an assessment based upon the special benefit ratio of 76 percent (calculated by dividing total LID assessment by total special benefit of \$2,500,000). See attachment A.

We have received one written objection to the proposed final assessments – see attachment B.

- Item #1 has been resolved. We sent out notices with corrected legal descriptions.
- Item #2 questions why Olympic Property Group lots #1, #2 and #20 have not been assessed a share of the final assessment while Logan lot #15 was assessed. The lots mentioned above do not border Borgen Boulevard and lots #1, #2 and #20 were not assessed because the McCauley special benefit study showed these properties as receiving no special benefit from construction of the road.

Staff recommends City Council accept the final assessments as proposed.

- Item # 3 requests a reallocation of the proposed assessments according to an existing agreement. This agreement affects all properties except those belonging to Bingham and Olympic Resources.

Staff recommends leaving the proposed assessments unchanged.

#### **FINANCIAL**

Total project costs, including all design, were \$3,521,992. City and Pierce County contributions were \$1,850,000, leaving a balance of \$1,701,992 to be financed through the LID. Additional expenses totaling \$217,500 are: LID Guaranty Fund - \$150,000; Bond issuance costs - \$30,000; Interim financing costs - \$22,000; Estimated payment due Tacoma Public Utilities for wire height adjustment - \$13,000; LID billing and administrative costs - \$4,500. Including the additional financing expenses, the LID total assessment will be \$1,889,492.

#### **RECOMMENDATION**

Staff recommends passage of this ordinance after a second reading.

ATTACHMENT A

LID No. 99-1 Final Assessment Roll

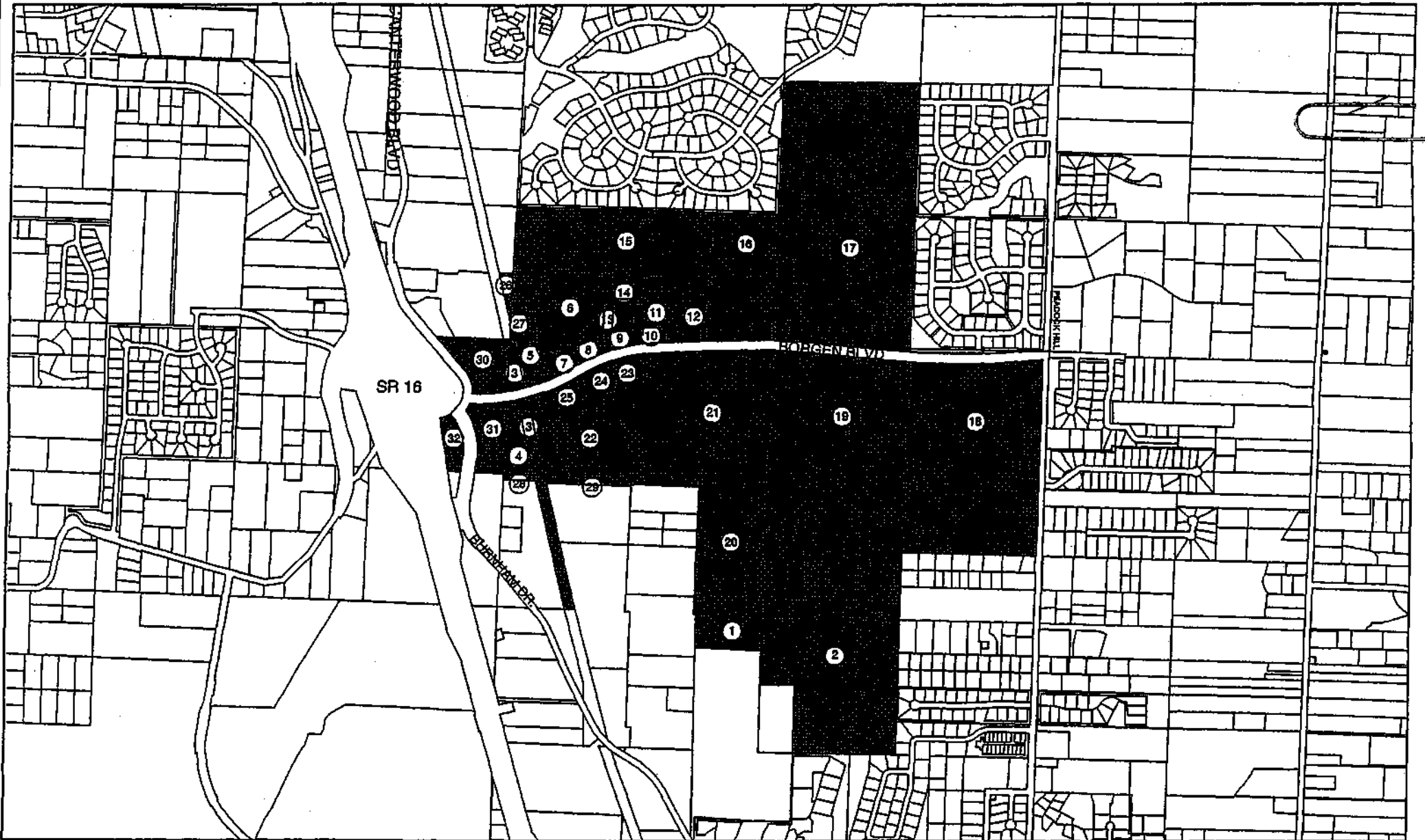
Map No.	Owner	Parcel No.	Mailing Address	LID Assessment
1	Olympic Property Group LLC	0222313043	19245 10th Ave NE, Poulsbo, WA 98370	\$ -
2	Olympic Property Group LLC	0222314017	19245 10th Ave NE, Poulsbo, WA 98370	-
3	Tacoma City Light	0222312004	PO Box 11007, Tacoma, WA 98411	-
4	Ballinger Corporation	0222312038	PO Box 860, Renton, WA 98057	8,550.87
5	Target Corporation	4002060090	PO Box 9456, Minneapolis, MN 55440	109,228.01
6	Target Corporation	4002060011	PO Box 9456, Minneapolis, MN 55440	267,452.52
7	Gig Harbor North LLC	4002060060	6373 Nancy Ridge Dr., San Diego, CA 92121	25,749.25
8	Gig Harbor North LLC	4002060050	6373 Nancy Ridge Dr., San Diego, CA 92121	42,979.26
9	Gig Harbor North LLC	4002060070	6373 Nancy Ridge Dr., San Diego, CA 92121	28,417.97
10	Gig Harbor North LLC	4002060040	6373 Nancy Ridge Dr., San Diego, CA 92121	33,898.23
11	Albertson's Inc.	4002060020	PO Box 20, Boise, ID 83726	139,639.19
12	Ballinger Corporation	0222303011	PO Box 860, Renton, WA 98057	16,408.27
13	Albertson's Inc.	4002060012	PO Box 20, Boise, ID 83726	56,326.32
14	Gig Harbor North LLC	4002060030	6373 Nancy Ridge Dr., San Diego, CA 92121	40,794.51
15	Ballinger Corporation	0222303010	PO Box 860, Renton, WA 98057	94,059.61
16	Quinby & Nancy Bingham	0222303002	6622 Ampere Ave, North Hollywood, CA 91606	60,463.73
17	Olympic Property Group LLC	0222304000	19245 10th Ave NE, Poulsbo, WA 98370	222,185.81
18	Olympic Property Group LLC	0222311000	19245 10th Ave NE, Poulsbo, WA 98370	154,295.70
19	Olympic Property Group LLC	0222311001	19245 10th Ave NE, Poulsbo, WA 98370	148,123.87
20	Olympic Property Group LLC	0222312009	19245 10th Ave NE, Poulsbo, WA 98370	-
21	Olympic Property Group LLC	0222312000	19245 10th Ave NE, Poulsbo, WA 98370	98,749.25
22	Home Depot USA Inc.	4002070041	3800 W Chapman Ave., Orange, CA 92868	174,889.31
23	SHDP Associates LLC	4002070030	1359 N 205th St. #B, Shoreline, WA 98133	49,275.26
24	SHDP Associates LLC	4002070020	3810 196th St. SW Ste. 12, Lynwood, WA 98036	46,150.78
25	SHDP Associates LLC	4002070010	3810 196th St. SW Ste. 12, Lynwood, WA 98036	71,854.70
26	Talmo Inc.	0122254074	PO Box 492, Gig Harbor, WA 98335	-
27	Tacoma City Light	0222303003	PO Box 11007, Tacoma, WA 98411	-
28	Cumbie S B & Mary Jane	0222312031	7025 Stanich Ave, Gig Harbor, WA 98335	-
29	Cumbie S B & Mary Jane	0222312027	7025 Stanich Ave, Gig Harbor, WA 98335	-
<b>Total Assessments</b>				<b>\$1,889,492.42</b>

Logan Total Special Benefit	\$ 1,410,000
Pope Special Benefit	\$ 1,010,000
Bingham Special Benefit	\$ 80,000
	\$ 2,500,000

Total Assessment	\$1,889,491.66
Total Special Benefit	\$2,500,000.00
Assessment/Sp Benefit Ratio	76%

Ballinger Corporation	119,018.76
Target Corporation	376,680.52
Gig Harbor North LLC	171,839.21
Albertson's Inc.	195,965.50
Quinby & Nancy Bingham	60,463.73
Olympic Property Group LLC	623,354.63
Home Depot USA Inc.	174,889.31
SHDP Associates LLC	167,280.74
	1,889,492.42

ATTACHMENT A



BORGEN BLVD. ROADWAY ASSESSMENT PROPERTIES

**SHDP ASSOCIATES, LLC**

1359 N. 205th Street, Suite B

Shoreline, WA 98133

(206) 533-2181

Fax: (206) 533-2164

July 11, 2003

Dave Rodenbach  
Finance Director  
CITY OF GIG HARBOR  
3510 Grandview  
Gig Harbor, WA 98335

**PROJECT:** LID 99-1  
**SUBJECT:** ASSESSMENT ROLL QUESTIONS

Dear Dave:

SHDP Associates is in receipt of the final assessment roll for our property at Gig Harbor North. We have three concerns regarding the roll.

1. We received two assessments that refer to Lot 2 of the Gig Harbor South Binding Site Plan, each with a different assessment. We believe that one of these should be for Lot 1 of the Gig Harbor South Binding Site Plan. Enclosed are copies of the two assessments. We assume the City will reissue one of these with the correct legal.
2. We do not understand why OPG Lots #20, #1 and #2 have not been assessed a share of the Borgen Boulevard improvement. These parcels are part of OPG's master plan area and will be tributary to Borgen Boulevard. If they were not assessed because they do not border Borgen Boulevard, the City needs to re-evaluate some Logan parcels, such as #15.
3. As you are aware, there is an agreement in place for the parcels in Gig Harbor North and South to reallocate the LID assessment. Now that we have a map of the assessed parcels, we can provide you a percentage breakdown for the original "Logan" parcels. Our total assessment allocation shall match the total assessment for these lots as determined by the City (See enclosed).

If you have any questions, please call me at (206) 533-2181.

Sincerely,

SHDP ASSOCIATES, LLC

  
Dale Pinney  
Member

Enclosures

Breakdown of Assessment  
on Logan Properties

As part of the original real estate for Gig Harbor North and South it was agreed by all parties that the LID assessment would be split as follows:

Gig Harbor North	48.26%
Gig Harbor South	36.74%
Other Logan Property	15.00%

The total of these percentage breakdowns shall equal the total assessed by the city. These three categories are further broken down by lot area as follows:

<u>City Map #</u>	<u>Parcel</u>	<u>Percentage + Assessment of City lot # 5&amp;13</u>
4	Logan Powerline	1.53 %
15	Logan Lot 3	12.26 %
12	Logan Lot 4	1.21 %
25	GHS Lot 1	4.44 %
24	GHS Lot 2	2.73 %
23	GHS Lot 3	2.99 %
22	GHS Home Depot	26.58 %
6	GHN Target	25.76 % + 49.04% of (5,13)
11	GHN Albertsons	12.10 % + 24.75% of (5,13)
14	GHN Lot # 3	3.16 % + 6.47% of (5,13)
10	GHN Lot # 4	2.44 % + 5.06% of (5,13)
8	GHN Lot # 5	3.41 % + 6.88% of (5,13)
7	GHN Lot # 6	0.63 % + 3.65% of (5,13)
9	GHN Lot # 7	<u>0.76 % + 4.15% of (5,13)</u>
		100 %      100 %

The assessment for city designated parcel # 5 and # 13 shall be allocated between the Gig Harbor North Parcels as shown. Logan's city designated lots 30, 31 and 32 are not part of the private agreement and shall be assessed as designated by the city.



CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING AND CONFIRMING THE FINAL ASSESSMENT ROLL FOR LOCAL IMPROVEMENT DISTRICT NO. 99-1, WHICH HAS BEEN CREATED AND ESTABLISHED FOR THE PURPOSE OF PAYING THE COST OF CERTAIN IMPROVEMENTS IN THE CITY OF GIG HARBOR; AND LEVYING AND ASSESSING THE AMOUNT THEREOF AGAINST THE LOTS, TRACTS, PARCELS OF LAND AND OTHER PROPERTY SHOWN ON SAID ROLL.

**WHEREAS**, an assessment roll levying special assessments against the properties located in Local Improvement District No. 99-1 ("LID No. 99-1"), in the City of Gig Harbor, Washington (the "City"), created under Ordinance No. 833, was filed with the City Clerk as provided by law; and

**WHEREAS**, notice of the time and place of a hearing on and of making objections to the assessment roll was duly published at and for the time and in the manner provided by law, fixing the time and place of hearing thereon for the 28th day of July 2003, at the hour of 7:00 p.m. in the City Council Chambers in the Gig Harbor City Hall, 3510 Grandview Street, Gig Harbor, Washington, and further notice thereof was duly mailed by the City Clerk to each property owner on said roll; and

**WHEREAS**, at the time and place fixed and designated in said notice, the hearing on said assessment roll was duly held and the Council, sitting as a board of equalization, gave due consideration to all written and oral protests received and all persons appearing at said hearing;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor, Washington, **ORDAINS** as follows:

Section 1. The Council, sitting as a board of equalization and having made all revisions to the roll it deems necessary, hereby finds and determines that the final assessment roll for LID No. 99-1 is just and equitable and that no assessment against property within LID No. 99-1 is greater than the special benefits to be derived from the improvements. Accordingly, the final assessment roll, in the total amount of \$1,889,492.42, is hereby approved and confirmed, and the assessments set forth therein are hereby levied against each lot, tract and parcel of property described in the roll.

Section 2. The Clerk of the City is hereby directed to place in the hands of the Treasurer of the City for collection the final assessment roll for LID No. 99-1. Upon such placement, the amount of each assessment set forth in the roll, together with any interest or penalty imposed from time to time, shall become a lien against the property so assessed. The lien shall be paramount and superior to any other lien or encumbrance whatsoever, theretofore or thereafter created, except a lien for general taxes.

Section 3. Upon receipt of the final assessment roll for LID No. 99-1, the Treasurer of the City is hereby directed to publish notice at the times and in the manner required by RCW 35.49.010, stating that the roll is in the Treasurer's hands for collection and that such assessments or any portion thereof may be paid to the City at any time within 30 days from the date of the first publication of such notice, without penalty, interest or costs.

Section 4. The amount of any assessment, or any portion thereof, against property in LID No. 99-1 not paid within the 30 day period from the date of the first publication of the Treasurer's notice shall be payable in ten (10) equal annual installments, together with interest on the diminishing principal balance thereof at a rate of 0.5% per annum higher than the interest rate of the bonds sold in LID No. 99-1. Interest shall commence on the 30th day following first

publication of such notice. The first installment shall become due and payable one year from the expiration of the 30 day prepayment period. Annual installments, including interest and any penalty, shall be paid in full when due, and no partial payments shall be accepted by the Treasurer of the City.

Section 5. Any installment not paid when due shall thereupon become delinquent. All delinquent installments shall be subject to a penalty equal to 12% per annum of the amount of the installment, including interest, from the date of the delinquency until paid.

Section 6. The lien of any assessment may be discharged at any time after the 30 day prepayment period by payment of the entire principal amount of the assessment remaining unpaid together with interest thereon to the due date of the next installment.

Section 7. If any one or more of the provisions of this ordinance shall be declared by a court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance.

Section 8. This ordinance shall be in full force and effect five days after its passage and publication as provided by law.

PASSED by the Council of the City of Gig Harbor, Washington at its regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2003.

CITY OF GIG HARBOR,  
WASHINGTON

By \_\_\_\_\_  
Mayor

ATTEST:

LOCAL IMPROVEMENT DISTRICT NO. 99-1

FINAL ASSESSMENT ROLL

Participant	Final Assessment
Ballinger Corporation	\$119,019
Target Corporation	376,681
Gig Harbor North LLC	171,839
Albertson's Inc.	195,966
Quinby & Nancy Bingham	60,464
Olympic Property Group LLC	623,355
Home Depot USA Inc.	174,889
SHDP Associates LLC	<u>167,281</u>
	\$1,889,492

CERTIFICATE

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

1. That the attached ordinance is a true and correct copy of Ordinance No. \_\_\_\_ of the Council (herein called the "Ordinance"), as finally passed at a regular meeting of the Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 2003, and duly recorded in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_ 2003.

\_\_\_\_\_  
City Clerk



"THE MARITIME CITY"

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

**TO: MAYOR WILBERT AND CITY COUNCILMEMBERS**  
**FROM: STEVE OSGUTHORPE, AICP** *SO.*  
**PLANNING & BUILDING MANAGER**  
**SUBJECT: FIRST READING OF ORDINANCE – AMENDMENTS TO CHAPTER**  
**17.72.030(F) – PARKING STANDARDS AND 17.04.640 – PUBLIC**  
**PARKING.**  
**DATE: JULY 28, 2003**

#### **INFORMATION/BACKGROUND**

Attached for the Council's consideration and for public hearing is a draft ordinance amending GHMC Chapter 17.04 (Definitions) and Chapter 17.72 (Off-street parking and loading requirements). The proposed amendments are based upon two separate applications – one from Mr. Robert Buttorff (in conjunction with Al Ross), and one from Chapel Hill Presbyterian Church. They are being processed together because they both pertain to amendments to the City's parking standards.

The changes proposed by Mr. Buttorff include deletion of Section 17.04.640 – definition of "public parking". The only part of the zoning code that uses this definition is Section 17.72.070, which provides special parking provisions for buildings in the downtown area that were built prior to current on-site parking requirements. The provision allows use of public parking that may be reasonably available within 200 feet of the site. This section was assumedly intended to allow use of available street parking. However, the definition of "public parking" specifically excludes on-street parking and therefore negates the provisions of Section 17.72.070. It is therefore proposed to delete the definition in order to give effect to the off-site parking provision.

An amendment proposed by Chapel Hill Presbyterian Church pertains to Section 17.72.030(F) – off street parking spaces for houses of religious worship. The proposed change would include a separate and new parking provision for houses of religious worship that is based on seating capacity of the main chapel, sanctuary or assembly area as opposed to the maximum capacity of all assembly areas combined. Applying the parking requirement to all assembly areas assumes that all areas are used concurrently. This is usually not the case. Most churches have the full congregation meet in the larger chapel or sanctuary before dispersal into classrooms and other assembly areas.

A recent site investigation of the Chapel Hill Presbyterian Church found that excessive parking would be required if the current parking provision were applied to all areas of public assembly. The staff conducted this investigation during a typical Sunday service and found that, although church members chose to park off-site for locational reasons, there were more than enough on-site parking spaces to accommodate all church-related vehicles. The staff concluded that there would be a significant parking surplus if current parking standards were applied to all assembly areas of the church.

The Planning Commission held a public hearing on the proposed amendments on June 19, 2003. Five individuals testified at the hearing. Three persons spoke in favor of the changes pertaining to houses of religious worship, and two spoke in favor of the deletion of the public parking definition. After brief discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the proposed amendments. A copy of the June 19, 2003 Planning Commission Minutes is attached.

### **POLICY CONSIDERATIONS**

Applicable land use policies and codes are as follows:

#### **a. Comprehensive plan:**

The City of Gig Harbor Comprehensive Plan Economic Development Element includes the following goals and policies that relate to the proposed amendments:

Pg. 59 – GOAL: INCREASE LOCAL ECONOMIC OPPORTUNITIES. Support local business development efforts and property investments projects and programs, and protect local economic opportunities. . .

Pg. 60, #7 – Property revitalization. Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations.

Pg. 28 – GOAL: To retain vitality of historic business districts – Objective #2 – Develop downtown parking standards. Standards should address downtown parking needs while avoiding asphalt encroachment into historic business areas.

#### **b. Zoning Code:**

Parking standards are defined in Chapter 17.72 of the Gig Harbor Municipal Code.

Section 17.72.030(F) states that "For auditoriums, houses of religious worship, dance halls, exhibition halls, community centers, skating rinks, theaters and other places of public assembly, one off-street parking space for every possible four seats in the auditoriums and assembly rooms. The maximum seating capacity shall be determined under the provisions of the Uniform Building Code;"

Section 17.72.070 includes special provisions for lots within existing buildings in the downtown business district, and provides criteria for allowing parking that is "practicably available within 200 feet of the site, either as public parking and/or joint-use parking on private property". (This provision was adopted in 1996).

Section 17.04.640 defines "public parking" as a "structure or an open area that is other than a street, alley or other right-of-way, is adequate for parking an automobile, has room for opening doors on both sides of an automobile, and has adequate maneuvering room on a parking lot with access to a public street or alley. (This definition has been in the code since 1990, and was probably overlooked when the downtown off-site parking provision was adopted)

**c. Design Manual:**

Parking is addressed in various ways throughout the Design Manual. Design standards pertaining to parking are primarily geared toward minimizing the visual impacts of parking areas (e.g., requiring parking to be located to the side or rear of buildings rather than in front of buildings).

**ENVIRONMENTAL ANALYSIS**

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the proposed amendments on May 14, 2003. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on May 21, 2003. The deadline for appealing the determination was June 4, 2003. No appeals have been filed and, to date, no public comments have been submitted. The public may comment on the SEPA determination at the public hearing. A copy of the DNS is attached for your consideration.

**FISCAL IMPACTS**

There are no adverse fiscal impacts associated with this rezone. It is expected that the proposed deletion of the public parking definition would further the City's economic development goals to retain the vitality of the downtown business district.

**RECOMMENDATION**

The staff recommends that the City Council conduct the public hearing. This is first reading of the ordinance only. No additional action will be taken during this meeting. The staff recommends that the Council adopt the ordinance at the second reading.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CHANGING THE PARKING REQUIERMENTS FOR HOUSES OF RELIGIOUS WORSHIP FROM A CALCULATION BASED ON ALL ASSEMBLY AREAS OF A FACILITY TO ONLY THE LARGEST ASSEMBLY AREA OF A FACILITY, AND DELETING THE ZONING CODE DEFINITION OF PUBLIC PARKING, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 17.72.030(f) AND REPEALING SECTION 17.04.640.**

---

WHEREAS, the City of Gig Harbor's parking standards are intended to reduce the need for parking on streets and the traffic congestion and hazards caused thereby, and to provide for off-street parking adequate to each type of development, both in terms of amount and location; and

WHEREAS, the parking requirement for houses of religious worship is defined in Section 17.72.030(F), which requires one off-street parking space for every four possible seats in the auditoriums and assembly rooms; and

WHEREAS, houses of religious worship can include multiple types of assembly rooms that are typically not used simultaneously and therefore do not result in a greater occupancy of the building than can be contained in the main assembly room, chapel or sanctuary; and

WHEREAS, in previous reviews of churches, the City has applied the requirements of GHMC Section 17.72.030(F) to only the largest assembly area rather than to all assembly areas of the churches, expecting that there would not be concurrent use of all assembly areas of the churches, and

WHEREAS, there have been no demonstrated shortages of parking as a result of the City's application of GHMC Section 17.72.030(F) to only the largest assembly areas of churches, and

WHEREAS, the City Attorney has determined that the parking standard for houses of religious worship as defined in GHMC Section 17.72.030(F) must be interpreted literally and should therefore apply to all assembly areas of churches and other houses of religious worship, and

WHEREAS, a literal interpretation and application of GHMC Section 17.72.030(F) will result requiring more parking than that which was proven

adequate in the past and therefore result in more parking than is necessary for houses of religious worship; and

WHEREAS, in order to avoid excessive parking for houses of religious worship, a new parking standard is needed; and

WHEREAS, a request for an amendment to the City Zoning Code parking standards for houses of religious worship has been submitted by Chapel Hill Presbyterian Church, to be applicable to all houses of religious worship; and

WHEREAS, the downtown area of the City of Gig Harbor is characterized by sites that are developed with little or no on-site parking, resulting in a need for street parking where it is practicably available; and

WHEREAS, the City adopted special parking provisions for development in the downtown business district under GHMC Section 17.72.070 that allows for the use of public parking that is "practicably available" within 200 feet of the site that provides parking for those downtown uses that have no practical means of providing on-site parking; and

WHEREAS, the definition of "public parking" in GHMC Section 17.04.640 precludes parking on streets, alleys or other right-of-way, meaning that the special provisions effectively apply only to parking on City-owned parcels that are not part of the right-of-way or on private land; and

WHEREAS, there are no city-owned parcels with parking in the downtown area that are practicably available for uses other than uses developed on said city-owned parcels, and private land with surplus parking available for off-site use is too limited to effectively implement the special parking provisions of GHMC Section 17.72.070; and

WHEREAS, the City has received an application from Mr. Robert Buttorff to eliminate the definition of *public parking* so that city street parking may be considered under the special parking provision standards of GHMC Section 17.72.070; and

WHEREAS, eliminating the definition of public parking would not affect any section of Title 17 of the Gig Harbor Municipal Code except for GHMC Section 17.72.070, which describes special provisions for parking in the downtown, and would allow the special parking provisions to be applied according to the strict language contained in GHMC Section 17.72.070; and

WHEREAS, the City's SEPA Responsible Official issued a determination of Non-significance for the proposed parking amendments on May 14, 2003 pursuant to WAC 197-11-350; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on May 14, 2003, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 19, 2003, and made a recommendation of approval to the City Council; 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. Section 17.72.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.72.030 Number of off-street parking spaces required.**

The following is the number of off-street parking spaces required:

....

F. For auditoriums, ~~houses of religious worship~~, dance halls, exhibition halls, community centers, skating rinks, theaters and other places of public assembly, one off-street parking space for every possible four seats in the auditoriums and assembly rooms. The maximum seating capacity shall be determined under the provisions of the Uniform Building Code;

....

U. For houses of religious worship, one off-street space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon not less than 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the floor area to be occupied by such chairs shall be considered as a seat.

Section 2. Gig Harbor Municipal Code Section 17.04.640, which defines public parking, is hereby repealed.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_



'THE MARITIME CITY'

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

**Determination of Nonsignificance (DNS)  
W.A.C. 197-11-970**

**Environmental Review Application No.:** SEPA 03-13

**Parcel Number:** No parcel number – Proposal is not site-specific

**Action:** Proposed Amendments to GHMC Chapter 17.72 – Off-Street Parking and Loading Standards

**Proposal:** Proposed Amendments to Gig Harbor Municipal Code Section 17.04.640 – Delete definition of Public Parking, and Section 17.72.030(F) – Amend off-street parking requirements for houses of religious worship.

**Location:** Applicable to City of Gig Harbor and its urban growth area (UGA)

**Proponent:** City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335

**Lead Agency: City of Gig Harbor**

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. 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. This information is available to the public upon request.

[x] This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of below. **Comments must be submitted by June 4, 2003.**

Any interested person may appeal the adequacy of this final threshold determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Title 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within

fourteen (14) days of the date of this notice, or June 4, 2003, which ever is later. The written appeal must be submitted with a filing fee of one hundred dollars (\$150).

Responsible Official: Steve Osguthorpe  
Position Title: Planning & Building Manager Phone: 851-6170

Address: City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA. 98335

Signature  Date: 5-14-03

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session and Public Hearing  
Thursday, June 19, 2003  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Carol Johnson, Paul Conan, Kathy Franklin, Bruce Gair, Theresa Malich-Mueller and Chairman Paul Kadzik. Staff present: Rob White, Kristin Riebli and Diane Gagnon

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of June 5, 2003 as presented.  
Conan/Johnson – unanimously approved.

**NEW BUSINESS:**

**Zoning Code Text Amendment – (ZONE 03-05) Proposed amendments to Chapter 17.65 of the Gig Harbor Municipal Code**

Associate Planner Kristin Riebli read her staff report of June 12, 2003 highlighting the changes made as suggested at the June 5, 2003 work-study session.

Commissioner Paul Conan reminded staff that the word "etc." was to be stricken from the Section 11 Item B.

Commissioner Carol Johnson suggested adding the words "which has obtained a special event license" in Section 11 Item B.

Ms. Riebli noted that there should also be a definition of Rummage Sales added in the definitions section.

Commissioner Gair referred to Section 17.04.335 and asked staff what the 75% referred to. Was it 75% of the revenues or of the vendors?

Ms. Riebli stated that the language was obtained from the City of Olympia and that perhaps we should clarify it further.

Chairman Kadzik stated that the definition in 17.04.335 seemed vague.

Discussion was held on what commercial goods were and who would regulate what is sold.

Ms. Riebli read the definition from the Washington State Farmers Market Association regulations and distributed a copy of the regulations.

Further discussion was held on the definition of a farmers market and possibly referencing the Washington State Farmers Market Association definition.

Commission Johnson asked staff about noticing requirements. Ms. Riebli replied that there was no requirement at this time to notify surrounding property owners of special use permits.

Chairman Kadzik asked about the timing of these revisions and their impact on the current farmers markets. Ms. Riebli replied that the permit for the Farmers Market being held at Olson Brothers Chevrolet will expire in the first part of August.

**MOTION:** Move to continue this item to the July 17<sup>th</sup>, 2003 meeting at which time staff will return with a more comprehensive definition.

Malich-Mueller/Conan – unanimously approved.

Zoning Code Text Amendment (ZONE 03-04) – Proposed amendments to Design Review procedures and redefining Design Review Variances – GHMC Chapter 17.98

Senior Planner Rob White outlined the staff report written by Steve Osguthorpe. There was no further discussion on the proposed amendments.

**MOTION:** Move to approve the proposed amendments to Chapter 17.98.

Conan/Malich-Mueller – unanimously approved.

Zoning Code Text Amendment (ZONE 03-02/ZONE 03-03) – Proposed amendments to GHMC 17.72 Off-Street Parking and Loading Standards

Senior Planner Rob White read the staff report and briefly outlined the proposed changes. He pointed out to the commission the deletion of the definition of "public parking" in section 17.04.640 and the revisions to the parking requirement for houses of religious worship.

Commissioner Malich-Mueller asked if the requirements would stay the same if the church wanted to have a school.

Mr. White answered that the parking requirements for a school would apply.

Commissioner Johnson clarified that what the revisions mean is if a church wants to add additional office space there would be no additional parking required because we are calculating the parking on the main sanctuary. Mr. White confirmed that that was correct.

A 5-minute recess was held at 7:15 p.m.

**PUBLIC HEARING:**

Draft Ordinance relating to amendments to GHMC 17.72 Off-Street Parking and Loading Standards. Chairman Paul Kadzik opened the public hearing on this amendment at 7:20 p.m.



Michael Katterman, AHBL 316 Occidental Ave Suite 320m, Seattle WA 98104

Mr. Katterman introduced himself as the representative of Chapel Hill Church, the applicant in one of the text amendments and thanked staff for their letter of April 22, 2003. He then stated he had done research of 9 other cities parking standards and discovered that 6 were based on the capacity of the sanctuary as was being proposed tonight and that the calculation as proposed was the more stringent of those 6. He stated that the church had considered applying for a variance but did not feel that they met the requirements for a site specific hardship. Additionally, they felt that this really was a problem that needed to be amended in the code. He also pointed out that if in fact the church were to make a large addition that staff felt did require additional parking they could certainly require the church to do so under the SEPA mitigation process. He asked that the commission please reach a decision tonight and offered that church members were present to answer any questions.

John Nichols, 3302 38<sup>th</sup> Ave NW Gig Harbor WA 98332

Mr. Nichols introduced himself as a member of Chapel Hill Church. He stated that city staff had researched the various uses at the church and applying a parking standard separately to each use would require 1200 parking spaces, double their current amount. He further stated that obviously none of these assembly areas are used at once and certainly the city would not want to see the endless asphalt required for a parking lot that large.

Frank Terraciano, 3119 Judson St., Gig Harbor WA 98335

Mr. Terraciano spoke in support of the deletion of the definition of public parking. He cited all the small downtown businesses that have no place for a parking lot and further stated that he did not believe the city would like to see large commercial parking lots downtown.

Bob Buttorff, 3756 N 30<sup>th</sup>, Tacoma WA 98405

Mr. Buttorff spoke in favor of the deletion of the definition of public parking. He stated that currently there is no public off-street parking for existing businesses.

Mark Toone, 5917 51<sup>st</sup> Ave NW Gig Harbor WA 98332

Pastor Toone asked the Commission to please act on these amendments tonight, as the church additions have been 2 years in the making. He further pointed out that if there was a need for more parking the church would be the first to want it, but currently they have a 20% vacancy rate in their parking lot.

Commissioner Malich-Mueller asked Pastor Toone how large was the proposed addition. He replied that the proposal was for an additional 30,000 square feet of office and classroom space. Ms. Malich-Mueller then asked how many people use the gym, to which Mr. Toone replied that their largest use is the sanctuary on Sundays and that is approximately 400.

There being no further public comment Chairman Paul Kadzik closed the Public Hearing at 7:30 p.m.

The Planning Commission then discussed the testimony. Commissioner Franklin asked

about requiring additional parking through the SEPA mitigation process. Senior Planner Rob White answered that SEPA was a safety net for requirements that our code may lack. Staff could address impacts not covered in the code. Additionally, notice is sent out to state agencies and the mitigation could be appealed to the Hearing Examiner.

Commissioner Gair asked about the proposed addition to Chapel Hill Church and it's parking impacts. Mr. White pointed out that this amendment would apply to everyone and that it was not specific to Chapel Hill.

Commissioner Malich-Mueller asked about the public parking amendments and expressed concern with these also applying to the Millville District.

Mr. White assured her that these amendments would only affect the Downtown Business District.

**MOTION:** Move to approve the amendments to GHMC 17.72 as proposed.  
Conan/Malich-Mueller – approved unanimously

Chairman Kadzik asked that staff e-mail the new definition of special uses to the Planning Commission as soon as possible before the next meeting.

**NEXT REGULAR MEETING:**

July 3<sup>rd</sup> - Cancelled  
July 17<sup>th</sup> - Worksession at 6pm followed by a public hearing at 7pm.

**ADJOURN:**

**MOTION:** Move to adjourn at 7:40 p.m.  
Conan/Gair – unanimously approved

CD recorder utilized:  
Disc #1 Track 1-3  
Disc #2 Track 1-3



**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** DR  
**DATE: JULY 22, 2003**  
**SUBJECT: FIRST READING OF ORDINANCE INCREASING MONTHLY SEWER RATES.**

### **INTRODUCTION**

This is the first reading of an ordinance increasing monthly sewer service rates. Rates were last increased March 1, 2002. The City contracted with Gray and Osborne to perform a sewer rate study. Ashley Emery from Gray and Osborne will be here to present the rate studies. A copy of his presentation is attached.

### **BACKGROUND**

The proposed rate increase will more equitably share the costs of service among customers and customer classes and ensure that adequate revenues are available to meet operating costs, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

In addition to the rate ordinance, we will be introducing an ordinance providing special discount rates to qualified, low-income customers who are 62 years or older or who have disabilities and received disability income; and an Average Payment Plan. These ordinances will be planned to take effect simultaneously with the rate increases.

### **FINANCIAL**

The proposed rate increase will allow the sewer utility to cover operating expenses (not including debt service payments) in 2004. Annual debt service payments will be paid with connection fees.

Currently, the City's average residential sewer bill for one month is \$21.41. With the proposed increase this rate would increase to \$29.63. This increase will provide an additional \$350,000 in annual revenues.

### **RECOMMENDATION**

Staff recommends adoption of this ordinance after a second reading.

CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON INCREASING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES; COMBINING THE RATE WITH STATE UTILITY TAX RATES; ELIMINATING THE SEPARATE COMMUNITY SYSTEM CHARGE FOR THE PENN THICKET SYSTEM; AND AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025, AND REPEALING GIG HARBOR CODE SECTION 13.32.040 TO BE EFFECTIVE BEGINNING OCTOBER 1, 2003.

**WHEREAS**, it is necessary to raise sewer service rates and charges to meet the increasing cost of providing sewage collection and treatment services; and

**WHEREAS**, a flat rate is no longer need for the Penn Thicket System because they now have a meter and are billed based on their usage; and

**WHEREAS**, to simplify billing procedures, the City desires to combine the state utility tax rates with the City of Gig Harbor sewer service rates; and

**WHEREAS**, the rate study by Gray & Osborne recommends these rate increases;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS:**

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.10 Sewer Rates.**

A. The monthly sewer service rate shall be set at the following amounts:

<b>Customer Class</b>	<b>Customer Base Charge (per month)</b>	<b>Commodity Charge (per ccf)</b>	<b>Minimum Charge (per month)</b>
Residential	<del>5.36</del> <u>16.17</u>	<del>2.36</del> <u>1.98</u>	<u>17.10</u>
Multi-Family Residential (per living unit)	<del>3.16</del> <u>12.44</u>	<del>2.36</del> <u>1.98</u>	<u>12.55</u>
Commercial/School	<del>10.03</del> <u>37.75</u>	<del>2.36</del> <u>3.50</u>	<u>47.08</u>
<u>Dept. of Corrections</u>	<u>\$4,987</u>	<u>\$1.98</u>	

\*\*\*

Section 2. Section 13.32.015 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.015 Sewer Rates – Community Systems.** The monthly sewer service rates for community systems shall be set at the following amounts:

<u>Customer Class</u>	<u>Monthly Charge</u>
<del>Penn Thicket System</del>	<del>\$130.26/system</del>
Shore Crest System	\$17.83/living unit <u>\$5.00 plus \$24.63/living unit</u>

Section 3. Section 13.32.020 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.020 Non-metered uses.** Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:

<u>Nonmetered Customer Class</u>	<u>Monthly Charge</u>
Residential	\$21.79/unit <u>\$29.63/unit</u>
Multifamily residential	17.26/living unit <u>21.25/living unit</u>
Commercial	45.26/billing unit <u>72.75/billing unit</u>

Section 4. Section 13.32.025 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.025 Sewer Rates – Community systems using flow meters.**

<u>Customer Class</u>	<u>Customer Base Charge (per month)</u>	<u>Commodity Charge (per ccf)</u>	<u>Minimum Charge (per month)</u>
Residential	5.36 <u>\$5.00 + \$11.17/unit</u>	2.36 <u>\$1.98</u>	<u>\$21.79</u>
Multi-Family Residential	3.16 <u>\$5.00 + \$7.44/unit</u>	2.36 <u>1.98</u>	17.36
Commercial	10.03 <u>\$5.00 + \$32.75/unit</u>	2.36 <u>3.50</u>	45.26

\*\*\*

Section 5. Section 13.32.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. This ordinance shall be in full force and take effect October 1, 2003 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this \_\_\_\_th day of \_\_\_\_\_, 2003.

APPROVED:

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

ATTEST:

\_\_\_\_\_  
Molly Towslee  
City Clerk

Filed with city clerk:  
Passed by city council:  
Date published:  
Date effective:

**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 summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON INCREASING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES; COMBINING THE RATE WITH STATE UTILITY TAX RATES; ELIMINATING THE SEPARATE COMMUNITY SYSTEM CHARGE FOR THE PENN THICKET SYSTEM; AND AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025, AND REPEALING GIG HARBOR CODE SECTION 13.32.040 TO BE EFFECTIVE BEGINNING OCTOBER 1, 2003.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_, 2003.

BY: \_\_\_\_\_

MOLLY M. TOWSLEE, CITY CLERK

# Overview

- ◆ Gray & Osborne prepared Water & Sewer comprehensive plans in 2000 & 2001
- ◆ Connection charges were completed in April of 2002 based on growth and capital improvements identified in the water & sewer comprehensive plans
  - Water connection charges were raised from \$1,960 to \$3,740 for a  $\frac{3}{4}$  inch water meter (resulting in an additional \$140,000 in connection charge revenues since May of 2002)
  - Sewer connection charges were raised from \$1,855 to \$3,050 for a Zone C connection (resulting in an additional \$210,000 in connection charge revenues since May of 2002)
- ◆ Gray & Osborne was hired to perform cost of service rate analyses for the City's water and sewer utility as a response to:
  - Increasing costs
  - Reallocation of administration labor costs
  - Restructuring of debt
  - Capital costs



# Cost of Service Rate Analysis

- ◆ Identifies functional elements of water and sewer service and allocates those costs to customer classes based on their demand and use of the respective systems
- ◆ The primary goals of a cost of service analysis are:
  - Develop monthly service rates that equitably share the costs of service among customers and customer classes
  - Ensure that adequate revenues are available to meet operating costs, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves
- ◆ To promote equity in water and sewer rates the rate structures have been revised to:
  - Include the impact of fire flow requirements in water rates for commercial and contract customers
  - Maintain rate equity between standard and contract customers
  - Ensure commercial sewer rates are equivalent to residential rates for wastewater flows of similar quantity & quality
  - Continue the City's policy to promote water conservation

# Capital Improvement Projects

Project Description	Year Planned	Cost in Year Planned
Lift Station 2	2003	\$ 750,000
		<u>\$ 750,000</u>
WWTP Planning	2004	\$ 51,000
Interim WWTP Aeration Basin Mods & Headworks	2004	\$ 26,000
Outfall Relocation Design & Permitting	2004	\$ 154,000
Lift Station 2 (completion)	2004	\$ 257,000
		<u>\$ 488,000</u>
WWTP Improvements Design	2005	\$ 132,000
Outfall Permit Tracking & Acquisition	2005	\$ 106,000
56 Olympic Drive	2005	\$ 74,000
		<u>\$ 312,000</u>
Outfall Miscellaneous	2006	\$ 81,000
WWTP Aeration Modifications, Complete	2006	\$ 228,000
WWTP Dewatering	2006	\$ 1,173,000
WWTP Headworks	2006	\$ 440,000
		<u>\$ 1,922,000</u>
WWTP Headworks Complete	2007	\$ 452,000
Outfall Construction Phase I	2008	\$ 574,000
<b>Total</b>		<u><b>\$ 4,498,000</b></u>

- ◆ Recommended rate increases have been minimized by:
  - Delaying capital projects until absolutely necessary
  - Aggressively pursuing low cost government loans (e.g. PWTF)

## Recommended Monthly Sewer Utility Rates (Single-family Residence using 6.8 ccf/month)

Customer Type	Current	Oct-03	Jan-04	Jan-05	Jan-06	Jan-07	Jan-08
Single Family Residence	\$ 21.41	\$ 29.63	\$ 29.63	\$ 31.20	\$ 32.83	\$ 34.48	\$ 36.05

## Surrounding Community Monthly Sewer Rates (Single-family Residence using 6.8 ccf/month) <sup>(1)</sup>

Municipalities	Projected Increases are Based on Inflation Only					
	Jan-03	Jan-04	Jan-05	Jan-06	Jan-07	Jan-08
Bremerton	\$ 36.86	\$ 38.11	\$ 39.41	\$ 40.75	\$ 42.14	\$ 43.57
Lacey	\$ 40.33	\$ 41.70	\$ 43.12	\$ 44.59	\$ 46.11	\$ 47.68
Port Angeles	\$ 33.71	\$ 34.86	\$ 36.05	\$ 37.28	\$ 38.55	\$ 39.86
Port Orchard	\$ 23.78	\$ 24.59	\$ 25.43	\$ 26.29	\$ 27.18	\$ 28.10
Tacoma	\$ 27.37	\$ 28.30	\$ 29.26	\$ 30.25	\$ 31.28	\$ 32.34
Tumwater	\$ 37.64	\$ 38.92	\$ 40.24	\$ 41.61	\$ 43.02	\$ 44.48
State Average	\$ 30.47	\$ 31.51	\$ 32.58	\$ 33.69	\$ 34.84	\$ 36.02

(1) Rates are based on the AWC rate survey for 2002. Rates for 2003 through 2008 are based on 2002 rates increased for 3.4% annual inflation.

## Projected Sewer Utility Cash Flows

Cash Flows	2003	2004	2005	2006	2007	2008
(+) Operating Revenues	1,192,600	1,480,600	1,580,000	1,682,400	1,786,900	1,891,400
(-) Operating Expenses	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
(-) Debt Payments	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
<b>Net Cash Flow</b>	<b>84,600</b>	<b>380,600</b>	<b>480,000</b>	<b>582,400</b>	<b>686,900</b>	<b>791,400</b>
<b>Cash Reserves</b>						
Beginning Reserves	1,168,000	525,100	97,400	335,300	281,500	608,600
(+) Net Cash Flow from Ops	144,000	378,600	495,000	582,400	686,900	791,400
(+) Capital Revenues (GFCs)	291,500	285,600	591,500	294,900	503,100	313,300
(-) Capital Projects	790,400	333,700	157,600	332,400	116,800	133,300
Ending Reserves	<b>\$ 525,100</b>	<b>\$ 97,400</b>	<b>\$ 335,300</b>	<b>\$ 281,500</b>	<b>\$ 608,600</b>	<b>\$ 755,800</b>

- Operating revenues assume 2% annual growth
- Capital revenues (GFCs) reflect recent general facility charge revenues but also include \$300K in 2005 and \$200K in 2007 from expected commercial customers
- According to DOH, cash reserves should exceed 1/8 of annual operating costs plus the cost of repairing the most vulnerable facility. It is recommended that a target cash reserve of \$200K for operating costs plus \$300K for emergency repairs be maintained.

# Water Capital Improvement Projects (2003-2008)

Project Description	Year Planned	Cost in Year Planned
Skansie/72nd St. 12" loop	2003	\$ 291,000
Harborview/WWTP Water Main Replacement	2003	\$ 41,000
Woodworth Water Main Extension	2003	\$ 31,000
Telemetry SCADA Improvements	2003	\$ 71,000
Landscape Improvements	2003	\$ 5,000
Leak Detection & BFP Inventory	2003	\$ 15,000
Storage Tank Maintenance	2003	\$ 77,000
Replace Source Meters	2003	\$ 12,000
Pioneer Water Main Replacement	2003	\$ 102,000
Public Works Standard Update	2003	\$ 12,000
Water Meter Replacement	2003	\$ 5,000
		<u>\$ 662,000</u>
Rushmore 8" Upsize	2004	\$ 312,000
Leak Detection & BFP Inventory	2004	\$ 15,000
Franklin Water Main Replacement	2004	\$ 52,000
		<u>\$ 379,000</u>
Design Harborview/Stinson	2005	\$ 159,000
Design Harborview Water Main	2005	\$ 96,000
Leak Detection & BFP Inventory	2005	\$ 16,000
		<u>\$ 271,000</u>
Skansie Water Tank Maintenance	2006	\$ 119,000
Harborview/Stinson 12" Upsize	2006	\$ 541,000
Leak Detection & BFP Inventory	2006	\$ 11,000
Harborview Drive Water Main Replacement	2006	\$ 444,000
		<u>\$ 1,120,000</u>
Leak Detection & BFP Inventory	2007	\$ 17,000
Leak Detection & BFP Inventory	2008	\$ 17,000
<b>Total</b>		<u><b>\$ 2,466,000</b></u>

## Recommended Monthly Water Utility Rates (Single-family Residence using 10 ccf/month)

Customer Type	Current	Oct-03	Jan-04	Jan-05	Jan-06	Jan-07	Jan-08
Single Family Residence	\$ 19.87	\$ 20.98	\$ 20.98	\$ 22.40	\$ 23.83	\$ 25.24	\$ 26.77

## Surrounding Community Monthly Water Rates (Single-family Residence using 10 ccf/month) <sup>(1)</sup>

Municipalities	Projected Increases are Based on Inflation Only					
	Jan-03	Jan-04	Jan-05	Jan-06	Jan-07	Jan-08
Stroh's Water Company	\$ 19.70	\$ 20.37	\$ 21.06	\$ 21.78	\$ 22.52	\$ 23.29
Peacock Hill Water System	\$ 30.96	\$ 32.01	\$ 33.10	\$ 34.23	\$ 35.39	\$ 36.59
Harbor Springs Water Co.	\$ 46.53	\$ 48.11	\$ 49.75	\$ 51.44	\$ 53.19	\$ 55.00
Bremerton	\$ 11.94	\$ 12.35	\$ 12.77	\$ 13.20	\$ 13.65	\$ 14.11
Lacey	\$ 17.09	\$ 17.67	\$ 18.27	\$ 18.89	\$ 19.53	\$ 20.19
Port Angeles	\$ 23.07	\$ 23.85	\$ 24.66	\$ 25.50	\$ 26.37	\$ 27.27
Port Orchard	\$ 16.25	\$ 16.80	\$ 17.37	\$ 17.96	\$ 18.57	\$ 19.20
Tacoma	\$ 17.63	\$ 18.23	\$ 18.85	\$ 19.49	\$ 20.15	\$ 20.84
Tumwater	\$ 20.84	\$ 21.55	\$ 22.28	\$ 23.04	\$ 23.82	\$ 24.63
State Average	\$ 23.75	\$ 24.56	\$ 25.40	\$ 26.26	\$ 27.15	\$ 28.07

(1) Rates are based on the AWC rate survey for 2002. Rates for 2003 through 2008 are based on 2002 rates increased for 3.4% annual inflation.

## Projected Water Utility Cash Flows

Cash Flows	2003	2004	2005	2006	2007	2008
(+) Operating Revenues	673,500	736,000	798,400	865,000	932,300	1,001,900
(-) Operating Expenses						
(-) Debt Payments						
<b>Net Cash Flow</b>	<b>\$ 22,200</b>	<b>\$ 43,000</b>	<b>\$ 80,700</b>	<b>\$ 114,600</b>	<b>\$ 106,100</b>	<b>\$ 143,100</b>
<b>Cash Reserves</b>						
Beginning Reserves	587,000	160,400	38,500	202,300	262,100	590,400
(+) Net Cash Flow from Ops	22,200	43,000	80,700	114,600	106,100	143,100
(+) Capital Revenues (GFCs)	288,200	291,700	299,200	311,100	324,900	337,700
(-) Capital Projects						
<b>Ending Reserves</b>	<b>\$ 160,400</b>	<b>\$ 38,500</b>	<b>\$ 202,300</b>	<b>\$ 262,100</b>	<b>\$ 590,400</b>	<b>\$ 965,700</b>

- Operating revenues assume 2% annual growth
- Capital revenues (GFCs) reflect recent general facility charge revenues
- According to DOH cash reserves should exceed 1/8 of annual operating costs plus the cost of repairing the most vulnerable facility. It is recommended that a target cash reserve of \$125K for operating costs plus \$300K for emergency repairs be maintained.

# Additional Water & Sewer Capital Improvement Projects

Project Description	Cost in 2009 Dollars
Outfall Construction Phase III	\$ 4,721,000
Outfall Construction Phase II	\$ 590,000
WWTP Clarifier	\$ 718,000
WWTP UV Disinfection	\$ 421,000
Lift Station 4	\$ 1,121,000
Lift Station 4	\$ 295,000
Harborview Dr to WWTP	\$ 1,593,000
Rosedale Dr Sewer Main	\$ 885,000
Soundview Drive-Harborview to Grandview	\$ 708,000
Soundview Drive to Erickson	\$ 1,092,000
<b>Total Sewer Projects</b>	<b>\$ 12,144,000</b>
500K Storage Tank	\$ 517,000
Upgrade Perrow Well	\$ 92,000
<b>Total Water Projects</b>	<b>\$ 609,000</b>





**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** DR  
**DATE: JULY 22, 2003**  
**SUBJECT: FIRST READING OF ORDINANCE INCREASING MONTHLY WATER RATES.**

#### **INTRODUCTION**

This is the first reading of an ordinance increasing monthly water rates. Rates were last increased March 1, 2002. The City contracted with Gray and Osborne to perform a water rate study. The study is complete and this ordinance implements the recommended rate increase.

#### **BACKGROUND**

The proposed rate increase will more equitably share the costs of service among customers and customer classes and ensure that adequate revenues are available to meet operating costs, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

In addition to the rate ordinance, we will be introducing an ordinance providing special discount rates to qualified, low-income customers who are 62 years or older or who have disabilities and received disability income; and an Average Payment Plan. These ordinances will be planned to take effect simultaneously with the rate increases.

#### **FINANCIAL**

The proposed rate increase will provide approximately \$60,000 - \$70,000 in additional operating revenues for the water utility in 2004.

Currently, the City's average residential water bill for one month is \$19.87. With the proposed increase this rate would increase to \$20.98.

#### **RECOMMENDATION**

Staff recommends adoption of this ordinance after a second reading.

**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY WATER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF WATER SERVICES, COMBINING THE RATE WITH STATE UTILITY TAX RATES; AMENDING GIG HARBOR CODE SECTIONS 13.04.010 AND 13.04.020 AND REPEALING GIG HARBOR CODE SECTION 13.04.040, TO BE EFFECTIVE BEGINNING OCTOBER 1, 2003.**

**WHEREAS**, it is necessary to raise water service rates and charges to meet the increasing cost of providing water services;

**WHEREAS**, to simplify billing procedures, the City desires to combine the state utility tax rates with the City of Gig Harbor sewer service rates; and

**WHEREAS**, the rate study by Gray & Osborne recommends these rate increases;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS:**

Section 1. Section 13.04.010 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.04.010    Water Rates.**

The monthly water service rates shall be set at the following amounts:

<b>Customer Class/Meter</b>	<b>Customer Base Charge (per meter/month)</b>		<b>Commodity Charge (per ccf)</b>	
Residential	\$7.97	\$9.08		\$1.19
Multi-residential				
5/8" & 3/4"	43.59	15.94	4.49	1.10
1"	23.08	21.94	4.49	1.10
1-1/2"	45.12	36.82	4.49	1.10
2"	72.24	54.74	4.49	1.10
3"	135.72	102.49	4.49	1.10
4"	225.74	156.25	4.49	1.10
Commercial/Schools				
5/8" & 3/4"	9.57	13.37	4.49	1.15
1"	12.94	17.65	4.49	1.15
1-1/2"	34.88	28.26	4.49	1.15

2"	<del>49.90</del>	<u>41.04</u>	<del>4.19</del>	<u>1.15</u>
3"	<del>95.64</del>	<u>75.10</u>	<del>4.19</del>	<u>1.15</u>
4"	<del>159.39</del>	<u>113.44</u>	<del>4.19</del>	<u>1.15</u>

Section 2. Section 13.04.020 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.04.020 Nonmetered residential uses.**

Until a water meter has been installed to measure water consumed by a residential unit or a multiple-residential building, the water service charge applicable to such unmetered unit shall be ~~\$23.47~~ \$26.93 per month per unit.

Section 3. Section 13.04.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. This ordinance shall be in full force and take effect October 1, 2003 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this \_\_\_\_th day of \_\_\_\_\_, 2003.

APPROVED:

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

ATTEST:

\_\_\_\_\_  
Molly Towslee  
City Clerk

Filed with city clerk:  
Passed by city council:  
Date published:  
Date effective:

**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 summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY WATER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF WATER SERVICES, COMBINING THE RATE WITH STATE UTILITY TAX RATES; AMENDING GIG HARBOR CODE SECTIONS 13.04.010 AND 13.04.020 AND REPEALING GIG HARBOR CODE SECTION 13.04.040, TO BE EFFECTIVE BEGINNING OCTOBER 1, 2003.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_, 2003.

BY: \_\_\_\_\_

MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: FIRST READING OF AN ORDINANCE ANNEXING PROPERTY OWNED**  
**BY THE CITY (ANX 03-05)**  
**DATE: JULY 28, 2003**

**INFORMATION/BACKGROUND**

The City of Gig Harbor is the owner of real property consisting of approximately 1.77 acres that is immediately adjacent to and east of the existing City limits located at the intersection of Vernhardson Street (96<sup>th</sup> Street NW) and Crescent Valley Drive NW. The City fully intends to utilize this property for municipal purposes associated with the City Park, which is adjacent to this parcel.

The Revised Code of Washington allows a City to annex territory outside of its limits for any municipal purpose, by a majority vote of the Council provided that the territory is owned by the City (R.C.W. 35A.14.300). An Ordinance annexing the subject property is necessary to complete the annexation process.

Review of this proposed annexation by the Boundary Review Board is not necessary given the property is owned by the City and will be used for municipal purposes (R.C.W. 35A.14.220 and R.C.W. 36.93.090). Nonetheless, a copy of the proposed Ordinance together with the legal description of the subject property was sent to Pierce County for comment on July 22, 2003.

**POLICY CONSIDERATIONS**

None.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

I recommend that the Council approve the Ordinance annexing the subject property following the second reading.

**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ANNEXATION OF ONE PARCEL OF PROPERTY LOCATED IMMEDIATELY ADJACENT TO AND EAST OF THE EXISTING CITY LIMITS LOCATED AT THE INTERSECTION OF VERNHARDSON STREET (96<sup>th</sup> STREET NW) and CRESCENT VALLEY DRIVE NW AND ADOPTION OF ZONING REGULATIONS FOR THE ANNEXATION AREA.**

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WHEREAS, the City of Gig Harbor is the owner of real property consisting of approximately 1.77 acres (Parcel No. 0222323033) described and identified in Exhibit A, which is immediately adjacent to and east of the existing City limits located at the intersection of Vernhardson Street (96<sup>th</sup> Street NW) and Crescent Valley Drive NW; and

WHEREAS, it is the intent of the City of Gig Harbor that this property, as described in Exhibit A, will be used for municipal purposes related to the City Park which is adjacent to this property; and

WHEREAS, the Revised Code of Washington provides for the annexation of territory outside of its limits for any municipal purpose, by a majority vote of the Council if the territory is owned by the City (R.C.W. 35A.14.300); and

WHEREAS, the property described in Exhibit A to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for this area as Residential Low, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed Single-Family Residential (R-1) zoning of the property described in Exhibit A is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Residential Low; and

WHEREAS, review of property being annexed for municipal purposes which is contiguous to the City by the Boundary Review Board is not necessary pursuant to R.C.W. 35A.14.220 and R.C.W. 36.93.090; now, therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of one parcel of real property consisting of approximately 1.77 acres (Parcel No. 0222323033) described and identified in Exhibit A, attached hereto, which is immediately adjacent to and east of the existing City limits located at the intersection of Vernhardson Street (96<sup>th</sup> Street NW) and Crescent Valley Drive NW, as part of the City of Gig Harbor. All property within the area described in Exhibit A shall be zoned as Single-Family Residential (R-1) in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. 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.

ORDAINED by the City Council this \_\_\_\_ day of \_\_\_\_\_ 2003.

APPROVED:

\_\_\_\_\_  
MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_

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





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

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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, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ANNEXATION OF ONE PARCEL OF PROPERTY LOCATED IMMEDIATELY ADJACENT TO AND EAST OF THE EXISTING CITY LIMITS LOCATED AT THE INTERSECTION OF VERNHARDSON STREET (96<sup>th</sup> STREET NW) and CRESCENT VALLEY DRIVE NW AND ADOPTION OF ZONING REGULATIONS FOR THE ANNEXATION AREA.**

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

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

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MOLLY TOWSLEE, CITY CLERK



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCILMEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PUBLIC HEARING - DEVELOPMENT AGREEMENT WITH OLYMPIC**  
**PROPERTY GROUP**  
**DATE: JULY 28, 2003**

**INTRODUCTION/BACKGROUND**

At the July 14, 2003 City Council meeting, a public hearing and first reading of an ordinance was held with regard to the annual amendments to the Comprehensive Plan. The Council took action to direct staff to negotiate a Development Agreement with the Olympic Property Group for an approximately ten (10) acre 'village center'. The Olympic Property Group agreed to amend their comprehensive plan application to request approximately twenty-five (25) acres of Planned Community Development Commercial (PCD-C) and approximately ten (10) acres of 'village center' through the Development Agreement process. The Development Agreement was to be brought back for public hearing on July 28, 2003.

Staff has negotiated such a Development Agreement with the property owner and a draft is being submitted for consideration.

The City's responsible SEPA official issued a MDNS and an adoption of a existing environmental document on July 23, 2003 with reads to the draft Development Agreement. Final action on the Development Agreement cannot take place until the comment/appeal period has expired. The comment/appeal period will expire on August 11, 2003. Additionally, final action on the annual comprehensive plan amendments cannot take place until the Development Agreement has been formally approved.

**RECOMMENDATION**

Staff recommends that Council move to direct staff to prepare a resolution for adoption of the Development Agreement as proposed for consideration at the August 11, 2003 Council meeting.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

**MITIGATED DETERMINATION OF NONSIGNIFICANCE  
AND ADOPTION OF EXISTING ENVIRONMENTAL DOCUMENT  
WAC 197-11-630**

**Environmental Review of Development Agreement for Comprehensive Plan Amendment.**

**SEPA Application Number: 03-23**

**Description of current proposal:** Development Agreement requiring a binding site plan that would create a "village center", in conjunction with proposed comprehensive plan amendments. The proposed Development Agreement would apply to approximately 10 acres of a 35-acre site located at approximately 5120 Borgen Boulevard (south of Borgen Boulevard and east of existing Home Depot site). The Development Agreement would set forth additional restrictions on the property to those otherwise imposed under a proposed PCD-C (Commercial) land use designation. The purpose of the "village center", as required under the Development Agreement, would be to (a) create an area of smaller scaled mixed-use development with pedestrian amenities, and (b) serve as a buffer or transition area between larger box retail and single family development. The proposed PCD-C land use designation was reviewed under SEPA Application Number 02-04 (which was addressed jointly with SEPA Application Numbers 03-17, 03-18 and 03-12)

**Proponent:** Jon Rose, President  
Olympic Property Group  
19245 Tenth Avenue Northeast  
Poulsbo, WA 98370-7456

**Location:** Approximately 5120 Borgen Boulevard (south of Borgen Boulevard and east of existing Home Depot site).

**Title of document being adopted:** Revised Mitigated Determination Of Nonsignificance for City of Gig Harbor 2003 Comprehensive Plan Amendments - SEPA Application Numbers: 02-04, 03-17, 03-18, 03-12

**Date document was prepared:** July 11, 2003

**Description of document (or portion) being adopted:** The document being adopted is an MDNS pertaining to five comprehensive plan amendment applications. The specific portions of

the document being adopted include the environmental analysis, threshold determination and required mitigation for SEPA application numbers 02-01R and 02-02R.

**Challenges to document being adopted (WAC 197-11-630):** None

**The document is available to be read at (place/time):** The City of Gig Harbor Community Development Department, 3510 Grandview Street, Gig Harbor, WA, 98335, between the hours of 8:00 a.m. and 5:00 p.m.

**Name of agency adopting document:** The City of Gig Harbor

**Lead Agency threshold determination:** The City of Gig Harbor SEPA Responsible Official has determined that there are no probable adverse environmental impacts on the environment associated with the proposed Development Agreement as set forth above, provided that mitigation measures as specified in the adopted document are imposed.

This MDNS is in addition to and incorporates all other MDNS's and DNS's specifically referenced in the adopted document, 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/Adoption is issued under WAC 197-11-630. 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 August 11, 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 August 11, 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: 7-23-03

## **DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and Olympic Property Group Properties, LLC, a Washington limited liability company, 19245 Tenth Avenue N.E., Poulsbo, WA 98370 (hereinafter the "Owner").

### **WITNESSETH:**

WHEREAS, the Owner has a fee simple or other substantial beneficial interest in the real property located at south of Borgen Boulevard and east of the existing Home Depot site (5120 Borgen Boulevard), Gig Harbor, Washington, which is legally described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, the Owner applied to the City for a comprehensive plan amendment to change the comprehensive land use designation for 35 acres from Planned Unit Development to Planned Unit Development Commercial (PCD-C); and

WHEREAS, the Owner asked the City Council to approve the application for a change to Planned Unit Development Commercial (PCD-C) with a development agreement for the Property (which was 10 acres of the 35 acre site and legally described in Exhibit A); and

WHEREAS, for the reasons set forth on the record of the City's action on the comprehensive plan amendment, the City Council does not believe that a comprehensive plan amendment to PCD-C for the Property is appropriate, without a development agreement, so that the agreement sets forth additional limitations on the development to be constructed on the Property, in order to ameliorate the adverse impacts of unrestricted commercial development on the surrounding area; and

WHEREAS, the Owners desire to develop the Property with a "village center" concept, to address the concerns of the City Council to restrict commercial development that could otherwise occur in a PCD-C zone; and

WHEREAS, the City has the authority to enter into a development agreement with the owners of real property for the purposes described above; and

WHEREAS, on July 14, 2003, the City Council directed the staff to negotiate a development agreement with the Owners, and to present the Council with a draft development agreement at the July 28, 2003 City Council meeting; and

WHEREAS, on July 28, 2003, the City Council held a public hearing on the development agreement; and

WHEREAS, on August 11, 2003, the City Council considered the comprehensive plan amendment applications on file and voted to approve the comprehensive plan amendment for the Property, expressly conditioned on execution of this Development Agreement, which must be recorded against the Property;

NOW, THEREFORE, the parties hereby covenant, bargain and agree on behalf of themselves, their heirs, successors, legal representatives and assigns as follows:

## TERMS

### Section 1. Conditions on Use and Development of the Property.

A. *Permitted Uses.* The following uses shall be allowed on the Property as permitted uses:

1. Retail sales and service;
2. Business and professional offices and services, including governmental offices;
3. Hotels;
4. Commercial recreation;
5. Restaurants, excluding drive-through restaurants;
6. Cocktail lounges and taverns;
7. Public facilities;
8. Banks and financial institutions, excluding drive-through facilities;
9. Conference center facilities;
10. Performing arts centers;
11. Museums and art galleries;
12. Public and private schools;
13. Trails, open space, community centers;
14. Residential uses located above retail facilities; and
15. Family day care and adult family homes.

B. *Conditional Uses.* Churches or houses of religious worship shall be allowed on the Property, but only as a secondary use of an existing permitted use, and only as a conditional use (pursuant to GHMC chapter 17.64, Conditional Uses).

C. *Prohibited Uses.* All uses not specifically set forth above as either a permitted or a conditional use are prohibited.

D. *Densities.* The density for residential uses on the Property shall be the same as the density allowed in GHMC chapter 17.17, Planned Community Development Low Density Residential (RLD).

E. *Building Footprint.* No building may be constructed with a building footprint greater than 16,000 square feet.

F. *Development standards.* The minimum development standards for the Property are as follows:

<u>Contiguous Parcel Situation</u> <sup>1</sup>	<u>Minimum Lot Width</u>
Commercial/Commercial	75 feet
Commercial/Residential	75 feet
<u>Contiguous Parcel Situation</u>	<u>Minimum Front Setback</u>
Commercial/Commercial	20 feet
Commercial/Residential	20 feet
<u>Contiguous Parcel Situation</u>	<u>Minimum Side Setback</u>
Commercial/Commercial	5 feet
Commercial/Residential	30 feet
<u>Contiguous Parcel Situation</u>	<u>Minimum Rear Setback</u>
Commercial/Commercial	20 feet
Commercial/Residential	30 feet
<u>Contiguous Parcel Situation</u>	<u>Minimum Street Frontage</u>
Commercial/Commercial	20 feet
Commercial/Residential	20 feet

G. *Landscaping.* All uses shall conform to the landscaping requirements established in chapter 17.78 GHMC (as the same exists or may be hereafter amended). All required yards shall be landscaped in accordance with the landscaping requirements of chapter 17.78 GHMC (as the same exists or may be hereafter amended).

H. *Lot Area.* There is no minimum lot area for the Property.

I. *Height.* The height limits shall be as set forth in GHMC 17.41.030(D) for the Planned Community Development – Commercial Zone (as the same exists or as it may be hereafter amended).

J. *Lot Coverage.* There is no maximum lot coverage except as needed to comply with setback, open space and landscaping requirements.

K. *Off-Street Parking.* Off-street parking and loading areas shall meet the requirements of chapter 17.72 GHMC (or as the same is hereafter amended). For all structures exceeding 16,000 square feet in floor area, 40% of required parking for the

<sup>1</sup> Parcels with intervening streets are still considered "contiguous."



floor area in excess of 16,000 square feet shall be in covered parking, underground parking or above ground parking structures.

L. *Exterior Mechanical Devices.* All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public rights-of-way.

M. *Outdoor Storage of Materials.* Outdoor storage of materials and supplies, shall be completely screened from adjacent properties and public rights-of-way.

N. *Outdoor Lighting.* Outdoor lighting shall comply with GHMC 17.41.030(I) and the City of Gig Harbor Design Manual, (as the same exists or may hereafter be amended).

O. *Trash Dumpsters.* Trash dumpsters shall be screened from view. Screening shall be made of the same siding materials found on the building to which the trash dumpster applies.

P. *Signs.* All signage must comply with chapter 17.80 GHMC (as the same exists or may hereafter be amended).

Q. *Impact Fees.* Impact fees shall be paid as required by chapter 19.12 GHMC (as the same exists or may hereafter be amended).

R. *Residential Uses.* For all structures exceeding 16,000 square feet in floor area, one residential unit shall be required for every 8,000 square feet of non-residential floor area in excess of 16,000 square feet, not to exceed allowable densities described in Section 1 D. Residential units shall be located above non-residential development and strategically located to assure optimal living conditions in a mixed-use area, and may be transferred to other buildings on the property.

S. *Mitigation measures and other conditions on development.* The City may impose mitigation measures on development of the Property, as allowed by applicable law.

T. *Development Regulations and Design Standards.* The Property shall be developed in accordance with the City's Design Manual (as the same exists or may hereafter be amended). Nothing in this Agreement shall allow any development that does not conform to the applicable development regulations.

U. *Parks and open spaces.* The conditions imposed by the City for the dedication of parks and open spaces shall be in accordance with applicable law.

**Section 2, Binding Site Plan.** Concurrent with the submission of a rezone application for the Property, the Owners shall submit a complete application for a binding site plan, as required by the codes in place at the time of application. In

addition to the requirements for a binding site plan as set forth in the City's codes, the Owners shall submit the following information and essential features of the plan:

1. The location of building pads and the intended general use for each pad.
2. A parking plan for all required parking which conforms to the parking requirements of this Agreement (Section 1(K)).
3. A pedestrian/bicycle plan providing links between each building pad, common area and right-of-way, and to larger parcels, plats and development abutting the binding site plan. The plan shall include minimum 8-foot wide walkways in front of all commercial buildings, and minimum 5.5 feet wide walkways/paths in all other locations.
4. A vehicular circulation plan that allows convenient movement within the binding site plan without relying upon perimeter roads, and that provides on-street parking along at least one side of each street.
5. Any residential units, which shall be located above non-residential development.
6. A fixture and furnishing plan that specifies the model, color and locational criteria for all outdoor light fixtures, benches, tables, and receptacles. Outdoor seating shall be provided at a minimum of .025 seats per square foot of required common area.
7. A pavement design plan that specifies the materials, patterns and colors of all pedestrian ways, plazas and common area surfaces, as per the City's Design Manual.
8. A landscape plan that identifies areas of required significant vegetation retention as per the City's Design Manual, areas of formal or planted landscaping, and that specifies street tree types, spacing and locations.

**Section 3. Binding Nature of Agreement.** This Development Agreement shall be recorded in the records of the Pierce County Auditor against the Property, and the covenants, conditions and restrictions set forth herein shall be deemed to attach to and run with the Property, and shall be binding upon the Owners, its heirs, successors, assigns, legal representatives and all other owners of an after-acquired interest in the Property.

**Section 4. Adoption of Comprehensive Plan Amendment.** An ordinance amending the City's Comprehensive Plan changing the land use designation of the Property shall not be approved until the Owners file a signed copy of this Development Agreement with the City Clerk and the City Council authorizes the Mayor to sign the Development Agreement after a public hearing on the Development Agreement.

**Section 5. Term and Expiration.** This Development Agreement shall be effective on the date the Ordinance adopting the Comprehensive Plan Amendment for the Property is effective, (barring any appeals). This Development Agreement shall expire as provided below:

A. *Expiration by Lapse of Time.* The parties agree that after the fifth year anniversary of the date the Ordinance adopting the Comprehensive Plan Amendment

for the Property is effective, there are no limitations on the City Council's ability to amend the Comprehensive Plan Map or Zoning Map to change the land use designation/zoning classification of the Property (other than those limitations set forth in applicable law and the City's codes).

*B. For subsequent comprehensive plan amendment applications by the Owner.* This Development Agreement has been executed to ameliorate the adverse impacts of the use and development of the Property under the PCD-C land use/zoning designation, as such adverse impacts are known at this time. If the Owners apply for and receive approval for any other comprehensive plan amendment or any rezone of the Property inconsistent with the comprehensive plan amendment referenced herein, this Development Agreement shall expire.

**Section 6. Modifications and Waiver.** This Development Agreement may be amended or modified by written agreement between the Owners and the City; PROVIDED THAT: the amended Development Agreement shall be approved by the City Council by ordinance after a public hearing, as provided in RCW 36.70B.200. The failure of any party to insist upon strict performance of any of the terms and conditions of this Development Agreement shall not be deemed a waiver of any rights or remedies that the party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in such terms, covenants and conditions.

**Section 7. Notice.** Any notice which any party to this Development Agreement may make or deliver to the other shall be in writing and addressed as follows:

**The City of Gig Harbor**  
Attn: Community Development Director  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

**Olympic Property Group Properties, LLC**  
Attn: President  
19245 Tenth Avenue N.E.  
Poulsbo, WA 98370  
(360) 697-6626

City Attorney  
Carol Morris  
P.O. Box 948  
Seabeck, WA 98380-0948

**Section 8. Presumptions.** This Agreement was drafted by counsel for the parties and there shall not be a presumption or construction against any of the parties. Any titles or captions of paragraphs contained in this Development Agreement are for convenience and reference only. All of the terms and conditions are binding on the parties, regardless of the section in which such terms and conditions are set forth.

**Section 9. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof. In addition, the City may decide to file an

action to enforce the City's Zoning Code, as provided in chapter 17.07 GHMC, and to obtain penalties and costs as provided therein for violations of this Development Agreement and the City's Zoning Code.

**Section 10. Governing Law, Venue and Attorney's Fees.** This Development Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or relating to this Development Agreement shall lie in Pierce County Superior Court or the U.S. District Court of Washington for the Western District. In any action brought to enforce this Development Agreement, the prevailing party shall be reimbursed for its reasonable attorney's fees and costs by the non-prevailing party.

**Section 11. Entire Agreement.** This Development Agreement, the Owner's application(s) for the Comprehensive Plan Amendments, the SEPA Checklist, the Resolution adopting this Development Agreement and the Ordinance adopting the Comprehensive Plan Amendment contain the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified or amended in any way, except in writing, and signed by the duly authorized representatives of the parties.

**Section 12. Effect of Development Agreement on Future Comprehensive Plan and Zoning Actions.**

A. This Development Agreement shall be considered by the decision maker in any subsequent rezone of the Property, and the approval of any rezone shall include and incorporate this Development Agreement. Nothing in this Development Agreement shall prevent the decision maker from imposing any additional conditions on use and development of the Property, as long as such conditions are consistent with this Development Agreement.

B. Nothing in this Development Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendment to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property five years from the anniversary date of the Council's adoption of the Comprehensive Plan Amendment for the Property implementing this Development Agreement.

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

THE CITY OF GIG HARBOR

OLYMPIC PROPERTY GROUP  
PROPERTIES, LLC

By \_\_\_\_\_  
Its Mayor

By Jon Rose  
Its President  
7/23/03

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF PIERCE                    )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Kitsap )

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

Dated: July 23, 2003

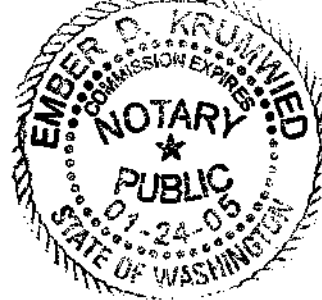
Ember D. Krumwied

Ember D. Krumwied

(print or type name)

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

My Commission expires: 01-24-05



**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR**  
**VILLAGE CENTER**

THAT portion of the northeast quarter of the northwest quarter AND of the northwest quarter of the northeast quarter of Section 31, Township 22 North, Range 2 East, W.M., City of Gig Harbor, Pierce County, Washington, more particularly described as follows:

COMMENCING at the northwest corner of said Section 31, as shown on that Record of Survey by ESM Consulting Engineers, L.L.C., recorded under Pierce County Recording No. 200104115003;

THENCE along the north line of the northwest quarter of said Section 31, S 88°30'59" E, 2,302.97 feet;

THENCE S 01°29'01" W, 42.18 feet to the southerly margin of Borgen Boulevard AND the TRUE POINT OF BEGINNING;

THENCE along said southerly margin, easterly 659.67 feet along the arc of a non-tangent curve to the right, having a radius of 9,950.00 feet, the radius point of which bears  
S 00°22'57" W, through a central angle of 03°47'55";

THENCE leaving said southerly margin, S 00°01'04" E, 640.08;

THENCE S 89°58'56" W, 558.05 feet;

THENCE N 31°14'17" W, 23.33 feet to a point of curvature;

THENCE northerly 521.08 feet along the arc of a tangent curve to the right, having a radius of 960.00 feet, through a central angle of 31°05'59" to a point of tangency;

THENCE N 00°08'18" W, 100.91 feet to a point of curvature;

THENCE northeasterly 78.99 feet along the arc of a tangent curve to the right, having a radius of 50.00 feet, through a central angle of 90°31'15" to the TRUE POINT OF BEGINNING.

Containing 10 acres, more or less.

See Exhibit "B" attached.

Written by: M.R.B.

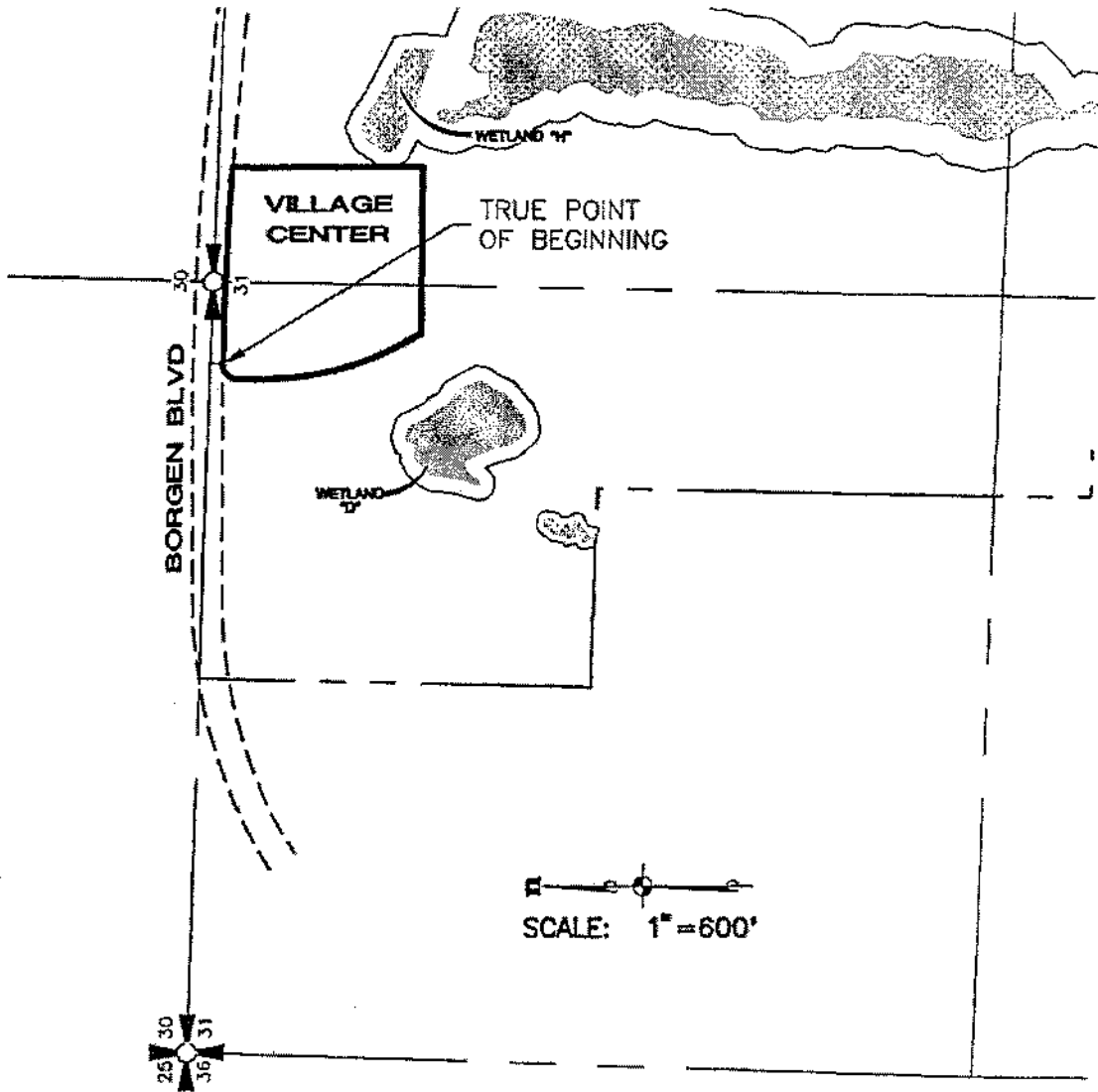
Checked by:



# EXHIBIT B

TO ACCOMPANY LEGAL DESCRIPTION FOR  
PROPOSED VILLAGE CENTER

A PORTION OF THE NW 1/4 OF THE NE 1/4 AND  
OF THE NE 1/4 OF THE NW 1/4 OF SECTION 31, TWP. 22 N., RGE. 2 E., W.M.,  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



CONSULTING ENGINEERS LLC

720 S. 348th Street  
Federal Way, WA 98003

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BOTHELL (425) 415-8144  
BREMERTON (360) 782-3375

JOB NO. 528-019-001-0002  
DRAWING NAME : \\EXHIBITS\SR-02.DWG  
DATE : 07-21-03  
DRAWN : MRB  
SHEET 1 OF 1



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: STREET PAVEMENT MARKING - CONTRACT AWARD**  
**DATE: JULY 28, 2003**

**INTRODUCTION/BACKGROUND**

The 2003 budget provides for pavement marking on the City's arterial streets. Potential contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 592). Two contractors responded with the following price quotation proposals:

Apply-A-Line, Inc.	\$ 23,021.97
Stripe Rite, Inc.	\$ 25,154.09

Based on the price quotation proposals received, the lowest price quotation received was from Apply-A-Line, Inc. in the amount of twenty three thousand twenty-one dollars and ninety-seven cents (\$23,021.97).

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

**FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2003 Budget, Street Operating Fund, Objective No. 12, and although it is over the allocated amount of \$20,000.00, there are sufficient funds in the Street Fund.

**RECOMMENDATION**

I recommend the Council authorize the award and execution of the contract for Pavement Markings on City Streets 2003 to Apply-A-Line, Inc., as the lowest responsible respondent, for their price quotation proposal amount of twenty three thousand twenty-one dollars and ninety-seven cents (\$23,021.97).

**AGREEMENT FOR CONSTRUCTION SERVICES  
BETWEEN GIG HARBOR AND APPLY-A-LINE, INC.**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the City of Gig Harbor (hereinafter the "City"), and Apply-a-Line, Inc., a Washington corporation, located and doing business at 106 Frontage Road North, Pacific, Washington 98047, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and 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 below, 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 pavement markings on City streets. 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 twenty three thousand twenty-one dollars and ninety-seven cents (\$23,021.97), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, 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 August 29, 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, 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 an "Affidavit of Wages Paid", 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. Apply-a-Line, 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.

**APPLY-A-LINE, INC.**

**THE CITY OF GIG HARBOR**

  
\_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Mayor

**Notices should be sent to:**

Apply-a-Line, Inc.  
Attn: Michael Liljestrom, President  
106 Frontage Road North  
Pacific, Washington 98047  
(253) 735-3232

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 Apply-A-Line, 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: \_\_\_\_\_



'THE MARITIME CITY'

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: MOLLY TOWSLEE, CITY CLERK** *MT*  
**SUBJECT: DECLARATION OF SURPLUS PROPERTY**  
**DATE: JULY 23, 2003**

#### **INTRODUCTION/BACKGROUND**

Several pieces of old furniture at the Bogue Volunteer Center have been determined surplus as space in the building is limited. Recently, the City of Roy lost its city hall and most building contents to a fire. Roy has been contacted as to their interest in this surplus furniture.

#### **FISCAL CONSIDERATIONS**

The furniture is approximately 10-14 years old and is of minimal value. A market value obtained by Stokes in October of 2002 valued the pieces at a total of less than \$200. Stokes and other furniture resale businesses will not accept the office furniture.

#### **RECOMMENDATION**

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF GIG HARBOR  
DECLARING CITY EQUIPMENT SURPLUS AND  
AUTHORIZING THE TRANSFER TO THE CITY OF ROY.**

**WHEREAS**, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and is in need of removal; and

**WHEREAS**, the City may declare such equipment surplus and eligible for donation;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

<b>EQUIPMENT</b>	
<b>ITEM #</b>	<b>ITEM DESCRIPTION</b>
1	1 - 7' x 26" Table
2	3 - desk chairs
3	1 - 48" oak desk
4	1 - 48" w x 36" desk-top shelf
5	1 - 6' desk
6	1 - 5' drafting table
7	1 - 40" drafting table
8	2 - 6' oak desks
9	1 - 4' oak return
10	1 - Brother typewriter SX 4000 B76834033

PASSED ON THIS 28th day of July, 2003.

APPROVED:

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK



"THE MARITIME CITY"

3510 GRANDVIEW STREET  
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**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** DR  
**DATE: JULY 15, 2003**  
**SUBJECT: QUARTERLY FINANCE REPORT**

The quarterly financial reports for the second quarter of 2003 are attached.

Total resources, including all revenues and beginning fund balances, are at 56% of the annual budget. Revenues, excluding beginning fund balances, are at 37% of the annual budget. Expenditures are at 30%.

General Fund revenues (excluding beginning fund balance) are at 53% of budget. Sales tax receipts are ahead of pace at 51% of budget.

General Fund expenditures are at 34% of budget. All General Fund departments have expended less than 50% of their 2003 appropriations.

Street Fund revenues are at 31% and expenditures 23% of budget. The revenues include a \$400,000 budgeted transfer from the General Fund.

Water, Sewer and Storm Sewer revenues are 32, 38 and 31% of budget, while expenditures for these three funds are at 30, 34 and 21% of budget through June.

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

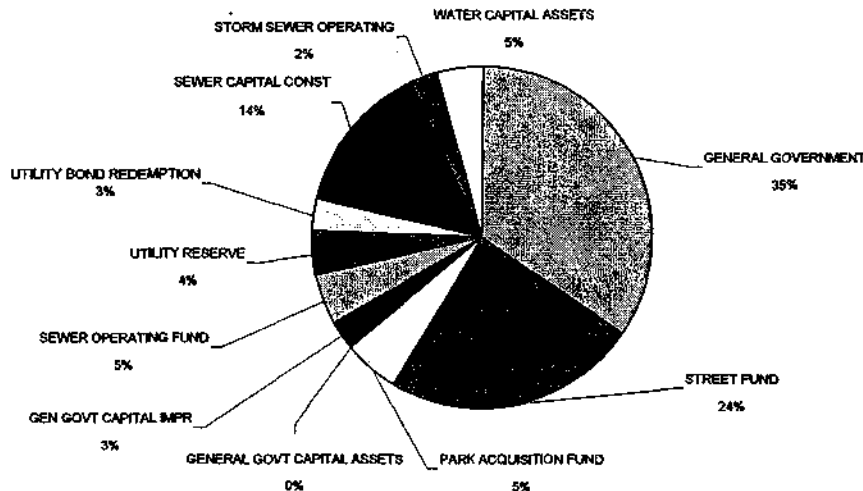
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF June 30, 2003**

FUND NO.	DESCRIPTION	BEGINNING	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING
		BALANCE				BALANCE
001	GENERAL GOVERNMENT	\$ 2,993,861	\$ 2,941,748	\$ 3,080,236	\$ (254,174)	\$ 2,601,198
101	STREET FUND	1,707,101	1,032,200	776,065	(131,697)	1,831,539
105	DRUG INVESTIGATION FUND	3,108	25	2,402	(20)	711
107	HOTEL-MOTEL FUND	236,605	75,947	104,004	(4,318)	204,230
109	PARK ACQUISITION FUND	-	2,537	16,045	416,969	403,462
110	CIVIC CENTER DEBT RESERVE	-	-	-	-	-
203	'87 GO BONDS - SEWER CONSTR	-	-	-	-	-
208	91 GO BONDS & 97 LTGO BONDS	53,253	360,339	336,799	(1,053)	75,739
209	2000 NOTE REDEMPTION FUND	2,719	17	-	-	2,738
301	GENERAL GOVT CAPITAL ASSETS	242,132	85,933	154,608	(45,540)	127,918
305	GENERAL GOVT CAPITAL IMPR	115,218	86,016	-	-	201,234
309	IMPACT FEE-TRUST AGENCY FUND	-	-	-	-	-
401	WATER OPERATING FUND	120,541	316,939	299,363	(54,620)	83,496
402	SEWER OPERATING FUND	91,336	571,048	501,822	(41,654)	118,909
407	UTILITY RESERVE	293,173	6,975	-	-	300,149
408	UTILITY BOND REDEMPTION	387,450	19,418	66,160	(178)	340,529
410	SEWER CAPITAL CONST	1,091,228	239,566	160,272	(73,852)	1,096,670
411	STORM SEWER OPERATING FUND	144,906	210,378	141,747	(29,219)	184,319
420	WATER CAPITAL ASSETS	556,118	101,521	242,687	(71,634)	343,319
605	LIGHTHOUSE MAINTENANCE TRUST	1,761	11	-	-	1,772
631	MUNICIPAL COURT	-	34,919	29,029	(5,890)	-
		<b>\$ 8,040,509</b>	<b>\$ 6,085,538</b>	<b>\$ 5,911,238</b>	<b>\$ (296,880)</b>	<b>\$ 7,917,929</b>

**COMPOSITION OF CASH AND INVESTMENTS  
AS OF June 30, 2003**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		1.0000%	132,479
RESTRICTED CASH		1.0000%	325
LOCAL GOVERNMENT INVESTMENT POOL		1.1904%	6,984,825
FEDERAL HOME LOAN BANK	07/29/05	2.5300%	200,000
FEDERAL HOME LOAN BANK	03/17/06	2.5500%	600,000
			<b>\$ 7,917,929</b>

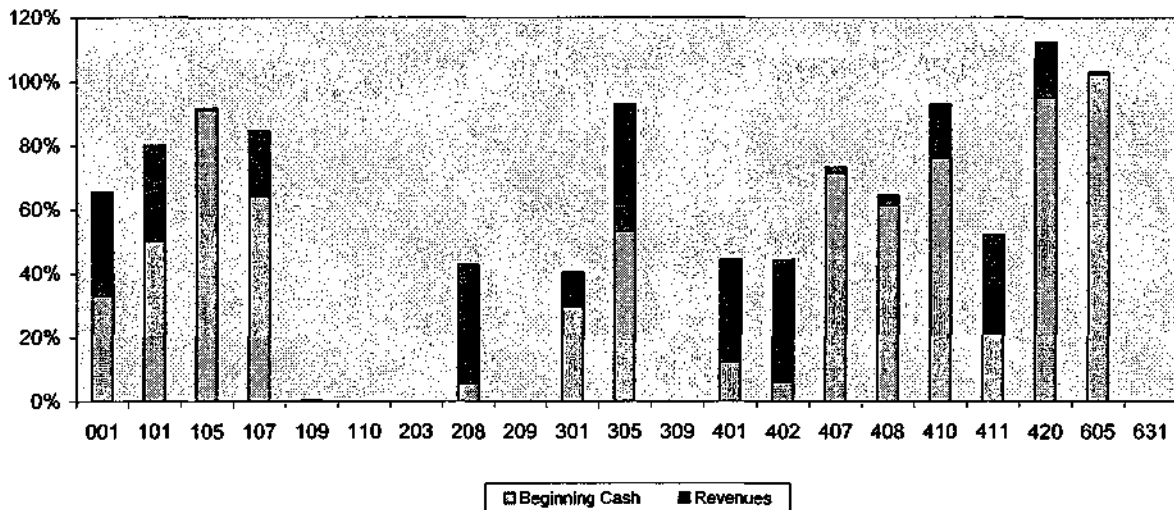
**Ending Cash Balances By Fund**



**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF June 30, 2003**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,061,977	\$ 5,935,609	\$ 3,126,368	65.50%
101	STREET FUND	3,418,745	2,739,301	679,444	80.13%
105	DRUG INVESTIGATION FUND	3,414	3,133	281	91.76%
107	HOTEL-MOTEL FUND	368,360	312,551	55,809	84.85%
109	PARK ACQUISITION FUND	576,929	2,537	574,392	0.44%
110	CIVIC CENTER DEBT RESERVE	1,515,000		1,515,000	
203	'87 GO BONDS - SEWER CONSTR				
208	91 GO BONDS & 97 LTGO BONDS	962,777	413,592	549,185	42.96%
209	2000 NOTE REDEMPTION FUND	1,261,625	2,736	1,258,889	0.22%
301	GENERAL GOVT CAPITAL ASSETS	813,261	328,065	485,196	40.34%
305	GENERAL GOVT CAPITAL IMPROVEMENT	216,405	201,234	15,171	92.99%
309	IMPACT FEE-TRUST AGENCY FUND	676,800		676,800	
401	WATER OPERATING	983,376	437,479	545,897	44.49%
402	SEWER OPERATING	1,492,662	662,385	830,277	44.38%
407	UTILITY RESERVE	409,843	300,149	109,694	73.24%
408	UTILITY BOND REDEMPTION FUND	630,972	406,868	224,104	64.48%
410	SEWER CAPITAL CONSTRUCTION	1,431,605	1,330,794	100,812	92.96%
411	STORM SEWER OPERATING	683,612	355,284	328,328	51.97%
420	WATER CAPITAL ASSETS	584,829	657,639	(72,810)	112.45%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	1,772	(51)	102.94%
631	MUNICIPAL COURT		34,919	(34,919)	
		<b>\$ 25,093,913</b>	<b>\$ 14,126,047</b>	<b>\$ 10,967,866</b>	<b>56.29%</b>

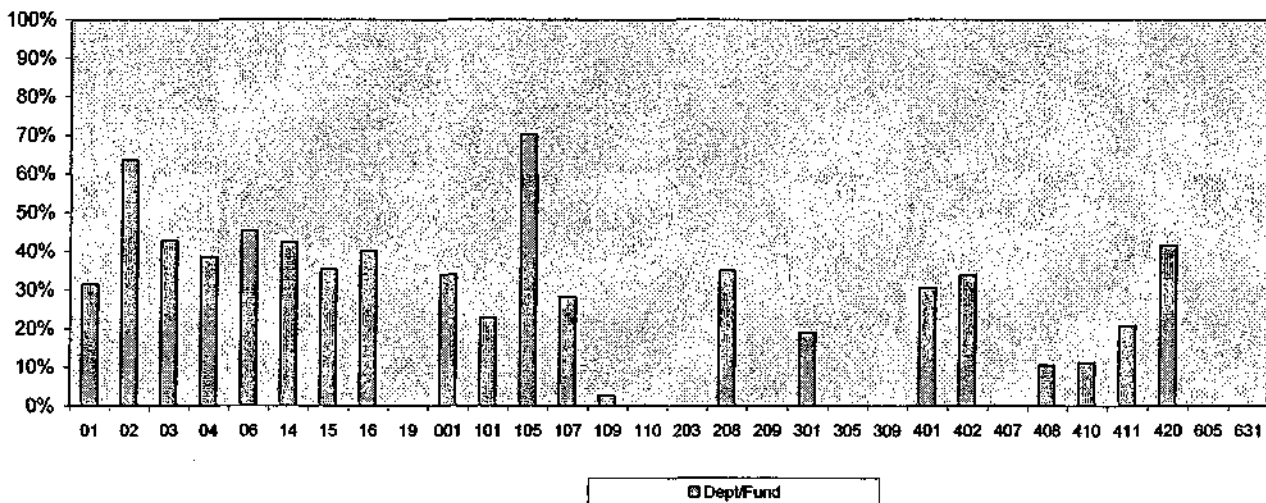
**Resources as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING June 30, 2003**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 3,416,500	\$ 1,073,324	\$ 2,343,176	31.42%
02	LEGISLATIVE	55,700	35,404	20,296	63.56%
03	MUNICIPAL COURT	317,050	135,457	181,593	42.72%
04	ADMINISTRATIVE/FINANCIAL	744,500	286,768	457,732	38.52%
06	POLICE	1,748,850	789,712	957,138	45.21%
14	COMMUNITY DEVELOPMENT	939,700	396,636	543,064	42.21%
15	PARKS AND RECREATION	761,650	268,601	493,049	35.27%
16	BUILDING	236,000	94,335	141,665	39.97%
19	ENDING FUND BALANCE	844,027	-	844,027	
001	TOTAL GENERAL FUND	9,061,977	3,080,236	5,981,741	33.99%
101	STREET FUND	3,418,745	776,065	2,642,680	22.70%
105	DRUG INVESTIGATION FUND	3,414	2,402	1,012	70.36%
107	HOTEL-MOTEL FUND	368,360	104,004	264,356	28.23%
109	PARK ACQUISITION FUND	576,929	18,045	560,885	2.78%
110	CIVIC CENTER DEBT RESERVE	1,515,000	-	1,515,000	
203	'87 GO BONDS - SEWER CONSTR	-	-	-	
208	91 GO BONDS & 97 LTGO BONDS	962,777	336,799	625,978	34.98%
209	2000 NOTE REDEMPTION FUND	1,261,625	-	1,261,625	
301	GENERAL GOVT CAPITAL ASSETS	813,261	154,608	658,653	19.01%
305	GENERAL GOVT CAPITAL IMPROVEMENT	216,405	-	216,405	
309	IMPACT FEE-TRUST AGENCY FUND	676,800	-	676,800	
401	WATER OPERATING	983,376	299,363	684,013	30.44%
402	SEWER OPERATING	1,492,662	501,822	990,840	33.62%
407	UTILITY RESERVE	409,843	-	409,843	
408	UTILITY BOND REDEMPTION FUND	630,972	66,160	564,812	10.49%
410	SEWER CAPITAL CONSTRUCTION	1,431,605	160,272	1,271,333	11.20%
411	STORM SEWER OPERATING	683,812	141,747	541,865	20.73%
420	WATER CAPITAL ASSETS	584,829	242,687	342,142	41.50%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	-	1,721	
631	MUNICIPAL COURT	-	29,029	(29,029)	
		\$ 25,093,913	\$ 5,911,238	\$ 19,182,675	23.56%

**Expenditures as a Percentage of Annual Budget**





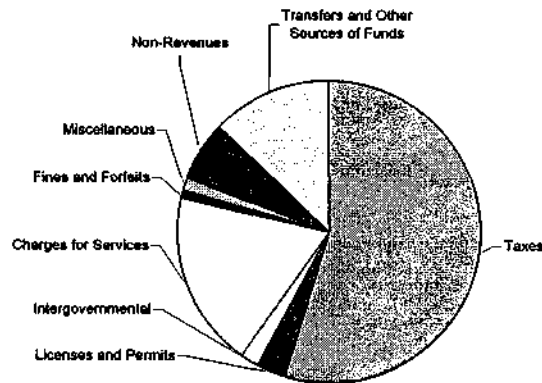
**CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING June 30, 2003**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 3,325,633
Licenses and Permits	183,384
Intergovernmental	129,363
Charges for Services	1,149,833
Fines and Forfeits	42,047
Miscellaneous	85,164
Non-Revenues	384,422
Transfers and Other Sources of Funds	785,693
<b>Total Revenues</b>	<b>6,085,538</b>
Beginning Cash Balance	8,040,509
<b>Total Resources</b>	<b>\$ 14,126,047</b>

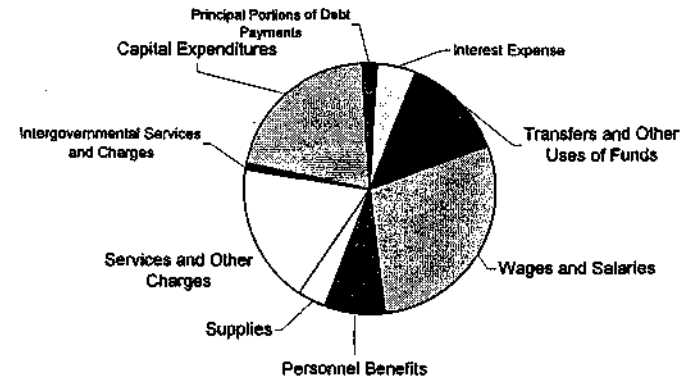
**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING June 30, 2003**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 1,686,704
Personnel Benefits	472,089
Supplies	199,723
Services and Other Charges	1,066,762
Intergovernmental Services and Charges	62,593
Capital Expenditures	1,231,378
Principal Portions of Debt Payments	116,276
Interest Expense	286,684
Transfers and Other Uses of Funds	789,029
<b>Total Expenditures</b>	<b>5,911,238</b>
Ending Cash Balance	7,917,930
<b>Total Uses</b>	<b>\$ 13,829,168</b>

**Revenues by Type - All Funds**



**Expenditures by Type - All Funds**



**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2003**

	SPECIAL REVENUE FUNDS										TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	110 CIVIC CENTER DEBT RESERVE	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	
CASH	\$ 31,764	\$ 34,082	\$ 13	\$ 3,801	\$ 7,510	\$ -	\$ 2,381	\$ 3,746	\$ -	\$ 33	\$ 51,576
INVESTMENTS	2,569,434	1,797,448	698	200,428	395,952	-	125,537	197,489	-	1,739	2,719,289
RECEIVABLES	50,582	32,684	-	-	-	-	-	-	-	-	32,664
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>2,651,780</b>	<b>1,864,204</b>	<b>711</b>	<b>204,230</b>	<b>403,462</b>	<b>-</b>	<b>127,918</b>	<b>201,234</b>	<b>-</b>	<b>1,772</b>	<b>2,803,530</b>
<b>LIABILITIES</b>											
CURRENT	21,125	143,412	-	-	-	-	-	-	-	-	143,412
LONG TERM	32,776	28,908	-	-	-	-	-	-	-	-	28,908
<b>TOTAL LIABILITIES</b>	<b>53,902</b>	<b>172,320</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>172,320</b>
<b>FUND BALANCE:</b>											
BEGINNING OF YEAR	2,736,367	1,435,749	3,068	232,287	416,989	-	196,593	115,218	-	1,761	2,401,663
Y-T-D REVENUES	2,941,748	1,032,200	25	75,947	2,537	-	85,933	86,016	-	11	1,282,669
Y-T-D EXPENDITURES	(3,080,236)	(776,065)	(2,402)	(104,004)	(16,045)	-	(154,608)	-	-	-	(1,053,123)
<b>ENDING FUND BALANCE</b>	<b>2,597,879</b>	<b>1,691,884</b>	<b>711</b>	<b>204,230</b>	<b>403,462</b>	<b>-</b>	<b>127,918</b>	<b>201,234</b>	<b>-</b>	<b>1,772</b>	<b>2,631,210</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>2,651,780</b>	<b>\$ 1,864,204</b>	<b>\$ 711</b>	<b>\$ 204,230</b>	<b>\$ 403,462</b>	<b>\$ -</b>	<b>\$ 127,918</b>	<b>\$ 201,234</b>	<b>\$ -</b>	<b>\$ 1,772</b>	<b>\$ 2,803,530</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2003

DEBT SERVICE

	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	209 2000 NOTE REDEMPTION	TOTAL DEBT SERVICE
CASH	\$ -	\$ 1,410	\$ 51	\$ 1,461
INVESTMENTS	-	74,329	2,685	77,014
RECEIVABLES	1,287	-	-	1,287
FIXED ASSETS	-	-	-	-
OTHER	-	-	-	-
<b>TOTAL ASSETS</b>	<b>1,287</b>	<b>75,739</b>	<b>2,736</b>	<b>79,762</b>
<b>LIABILITIES</b>				
CURRENT	-	-	-	-
LONG TERM	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE:</b>				
BEGINNING OF YEAR	1,287	52,200	2,719	56,206
Y-T-D REVENUES	-	360,339	17	360,356
Y-T-D EXPENDITURES	-	(336,799)	-	(336,799)
<b>ENDING FUND BALANCE</b>	<b>1,287</b>	<b>75,739</b>	<b>2,736</b>	<b>79,762</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 1,287</b>	<b>\$ 75,739</b>	<b>\$ 2,736</b>	<b>\$ 79,762</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2003

PROPRIETARY

	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	TOTAL PROPRIETARY
CASH	\$ 1,652	\$ 2,311	\$ 7,448	\$ 6,658	\$ 20,413	\$ 3,431	\$ 6,390	\$ 48,304
INVESTMENTS	81,844	116,598	292,700	333,872	1,076,257	180,888	336,928	2,419,087
RECEIVABLES	89,929	214,859	9,195	750,343	(2,019)	97,772	9,143	1,169,223
FIXED ASSETS	2,946,570	9,559,675	-	-	531,273	891,211	96,933	14,025,662
OTHER	-	-	-	2,945	-	-	-	2,945
<b>TOTAL ASSETS</b>	<b>3,119,996</b>	<b>9,893,443</b>	<b>309,344</b>	<b>1,093,817</b>	<b>1,625,924</b>	<b>1,173,302</b>	<b>449,395</b>	<b>17,665,220</b>
<b>LIABILITIES</b>								
CURRENT	(109)	661,763	-	394,221	-	2	29,674	1,085,552
LONG TERM	41,533	45,657	-	919,882	-	28,589	-	1,033,661
<b>TOTAL LIABILITIES</b>	<b>41,424</b>	<b>707,420</b>	<b>-</b>	<b>1,314,103</b>	<b>-</b>	<b>28,591</b>	<b>29,674</b>	<b>2,119,213</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	3,060,996	9,116,796	302,368	(173,544)	1,546,630	1,078,079	560,886	15,492,212
Y-T-D REVENUES	316,939	571,048	6,975	19,418	239,566	210,378	101,521	1,465,846
Y-T-D EXPENDITURES	(299,363)	(501,822)	-	(66,160)	(160,272)	(141,747)	(242,687)	(1,412,051)
<b>ENDING FUND BALANCE</b>	<b>3,078,571</b>	<b>9,186,023</b>	<b>309,344</b>	<b>(220,286)</b>	<b>1,625,924</b>	<b>1,146,711</b>	<b>419,720</b>	<b>15,546,007</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 3,119,996</b>	<b>\$ 9,893,443</b>	<b>\$ 309,344</b>	<b>\$ 1,093,817</b>	<b>\$ 1,625,924</b>	<b>\$ 1,173,302</b>	<b>\$ 449,395</b>	<b>\$ 17,665,220</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2003

	FIDUCIARY				TOTAL
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS	
CASH	\$ -	\$ -	\$ -	\$ -	133,104.56
INVESTMENTS	-	-	-	-	7,784,825
RECEIVABLES	-	-	-	-	1,253,756
FIXED ASSETS	-	19,853,294	-	19,853,294	33,878,955
OTHER	-	-	-	-	2,945
<b>TOTAL ASSETS</b>	<b>-</b>	<b>19,853,294</b>	<b>-</b>	<b>19,853,294</b>	<b>43,053,586</b>
LIABILITIES					
CURRENT	-	-	-	-	1,250,089
LONG TERM	-	-	-	-	1,095,345
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,345,434</b>
FUND BALANCE:					
BEGINNING OF YEAR	(5,890)	19,853,294	-	19,853,294	40,533,852
Y-T-D REVENUES	34,919	-	-	-	6,085,538
Y-T-D EXPENDITURES	(29,029)	-	-	-	(5,911,238)
<b>ENDING FUND BALANCE</b>	<b>-</b>	<b>19,853,294</b>	<b>-</b>	<b>19,853,294</b>	<b>40,708,151</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ -</b>	<b>\$ 19,853,294</b>	<b>\$ -</b>	<b>\$ 19,853,294</b>	<b>\$ 43,053,586</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
BY FUND TYPE  
AS OF JUNE 30, 2003

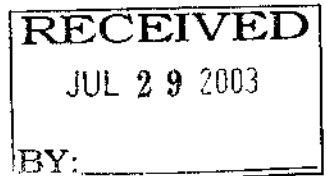
	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
<b>ASSETS</b>								
CASH	\$ 31,764	\$ 51,576	\$ 1,461	\$ 84,800	\$ 48,304	\$ -	\$ -	\$ 133,105
INVESTMENTS	2,569,434	2,719,289	77,014	5,365,738	2,419,087	-	-	7,784,825
RECEIVABLES	50,582	32,664	1,287	84,534	1,169,223	-	-	1,253,756
FIXED ASSETS	-	-	-	-	14,025,662	-	19,853,294	33,878,955
OTHER	-	-	-	-	2,945	-	-	2,945
<b>TOTAL ASSETS</b>	<b>2,651,780</b>	<b>2,803,530</b>	<b>79,762</b>	<b>5,535,072</b>	<b>17,665,220</b>	<b>-</b>	<b>19,853,294</b>	<b>43,053,586</b>
<b>LIABILITIES</b>								
CURRENT	21,125	143,412	-	164,538	1,085,552	-	-	1,250,089
LONG TERM	32,776	28,908	-	61,684	1,033,661	-	-	1,095,345
<b>TOTAL LIABILITIES</b>	<b>53,902</b>	<b>172,320</b>	<b>-</b>	<b>226,221</b>	<b>2,119,213</b>	<b>-</b>	<b>-</b>	<b>2,345,434</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	2,736,367	2,401,663	56,206	5,194,236	15,492,212	(5,890)	19,853,294	40,533,852
Y-T-D REVENUES	2,941,748	1,282,669	360,356	4,584,773	1,465,846	34,919	-	6,085,538
Y-T-D EXPENDITURES	(3,080,236)	(1,053,123)	(336,799)	(4,470,158)	(1,412,051)	(29,029)	-	(5,911,238)
<b>ENDING FUND BALANCE</b>	<b>2,597,879</b>	<b>2,631,210</b>	<b>79,762</b>	<b>5,308,851</b>	<b>15,546,007</b>	<b>-</b>	<b>19,853,294</b>	<b>40,708,151</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 2,651,780</b>	<b>\$ 2,803,530</b>	<b>\$ 79,762</b>	<b>\$ 5,535,072</b>	<b>\$ 17,665,220</b>	<b>\$ -</b>	<b>\$ 19,853,294</b>	<b>\$ 43,053,586</b>

To The City Council  
July 28, 2003  
From Bill Nerin

I present a series of questions that I think the citizens of this community deserve to have answered before the Council decides to vote on these amendments, which allows a Costco to be placed in Gig Harbor North.

1. What precisely are the reasons why the Council would vote for adopting these amendments? Are the reasons basically twofold -- to obtain the sales tax revenues and to give the citizens easy access to this popular store?
2. If so, would the council then also make further changes to GHN to include other popular stores such as Best Buy, Circuit City, GI Joes, Penneys, and Macys for these same two reasons, increased revenue and easy access?
3. Has a study been conducted by independent consultants as to the impact of Costco on the many locally owned small businesses, not only along the Harbor but elsewhere. And on the flow of money from the community to those enterprises headquartered elsewhere versus money staying in the community due to locally owned businesses. I noticed that as soon as Office Depot opened Morford's office business section closed down.
4. Has an independent study been made on the resulting traffic congestion, the costs of remedying it and who bears that cost now and in the future? Has a study been done on the environmental impact of hundreds of cars going to and from Costco each day?
5. What impact will Costco have on enticing residents to live near it as hoped for in GHN's plans? Already the residents of Canterwood have opposed Costco being next to them.
6. Has there been an economic accounting for the costs of facilities and services, such as storm water, sewers, police and fire protection resulting from Costco, versus the stream of revenue?
7. If the advent of Costco and other stores like it does harm our locally owned businesses, as we have seen historically in other small towns when Wal-Mart moved in, what plan does the Council have to maintain the viability of these businesses?
8. Has the Council considered how a large regional shopping center changes the unique characteristic of the small town atmosphere of Gig Harbor and begins to make Gig Harbor like every other city of development?
9. Finally, has the City envisioned any plan to educate its citizens as to the answers to these questions and to take a survey of citizen's reaction before they vote?

I, for one, would like to have the City give me the answers to these questions. Is it possible?



PHILIP C. CANTER  
13915 - 52<sup>nd</sup> Avenue NW  
Gig Harbor, WA 98332  
Ph: (253) 857-4888 Fax: (253) 858-6752

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July 29, 2003

Mayor Gretchen Wilbert and City Council Members  
City of Gig Harbor  
3510 Grandview  
Gig Harbor, WA 98335

Subject: Olympic Property Group Development Agreement #02-01R

Dear Mayor Wilbert and City Council Members:

Thank you for allowing me to provide written comments on the Olympic Property Group Development Agreement. Your Honor, you know what a terrible public speaker I am, so this is the only way. I believe there is much wisdom in crafting this agreement as part of the Comprehensive Plan Amendment process. Many in our community have long contemplated "village center" planning for the Gig Harbor North Annexation Area. This in fact was why we created the *Mixed Use District*.

The uses, performance standards, and design features outlined in the agreement foster the characteristics of a true village. I would note, however, the following items of interest:

Section 1.I. Building Height.

The agreement, by virtue of the PCD-C zoning, allows virtually unlimited building height for structures farther than 100 feet from the Residential Low Density zone. While building height is important in creating the "critical mass" of intensity of use necessary to create a vibrant village, this is very open ended.

If the Council were to consider establishing a building height, I would suggest the height contemplate four story buildings, five maximum, with either pitched or flat roofs. This allows one floor of retail and three floors of residential use. Pitched roofs are attractive and should be encouraged within a village. They also provide loft space. I would suggest 70 feet for pitched roofs and 55 feet for flat roofs, to allow for mechanical equipment, etc.



page 2 – OPG Development Agreement  
July 29, 2003

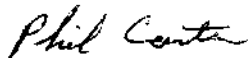
Section 2.3. Walkways.

I would recommend the eight-foot walkways required in front of commercial buildings be covered, due to our weather.

Section 2.5 Residential? (My copy incomplete.) I believe it is very important to provide a visual and physical connection from the residential units to the pedestrian way. This ties the social fabric of the village together, and can be achieved by requiring decks and balconies for residential units.

Thank you again. I believe the terms of the Development Agreement establish standards desirable and necessary to achieve the “critical mass” needed to make the retail and residential components work together successfully. A negotiated Development Agreement allows for flexible and creative design, fitting unique projects on appropriate land. The OPG Development Agreement’s standards, restrictions, and allowances, should be important considerations in the review of “village center” concept applications within the PCD and Mixed-Use Districts of the Gig Harbor North Annexation Area.

Sincerely,



Phil Canter

c: John Vodopich, Director of Community Development



TACOMA POWER

3628 South 35th Street  
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

July 23, 2003

Post-It™ brand fax transmittal memo 7671		# of pages > 1
To John Vodopich	From TED LYONS	
Co. City of Gig Harbor	Co.	
Dept. Comm Development	Phone # 502-8256	
Fax # 853-7547	Fax #	

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

Dear Mr. Vodopich:

Subject: North Donkey Creek Annexation  
Project No. P2003-182  
File No. M-095

This letter is in response to your notice of proposed annexation for North Donkey Creek (ANX 03-03) which is scheduled for a public meeting on Monday July 28, 2003. Under the proposal a certain section of the Cushman transmission line right of way located within the Southwest Quarter (SW¼) of Section 31, Township 22 North, Range 2 East, W. M. was included as part of area being proposed for annexation.

The inclusion of the transmission line is unsolicited and is considered to be of no benefit to Tacoma Power. Therefore, it is respectfully requested that the said transmission line section not be considered for annexation under the proposed request. If you have any questions regarding this matter, please call me at 253.502.8256.

Sincerely,

Ted Lyons  
TPU Asset Management

THL1617rm



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 14<sup>th</sup> 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.

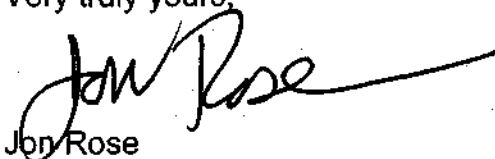
Olympic Property Group proposes entering into a development agreement with the City of Gig Harbor that would provide the City the assurances that the site would not be developed as another "big box" project.

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)

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 \_\_\_\_\_

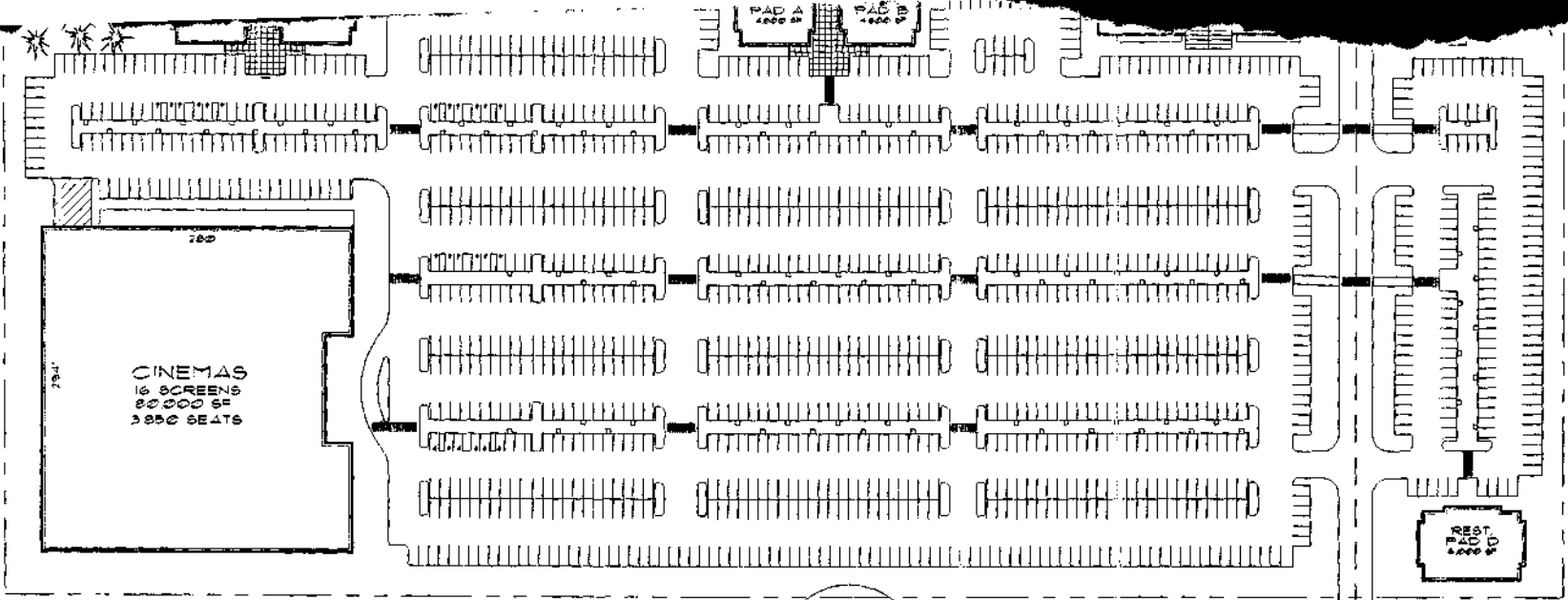
STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

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.

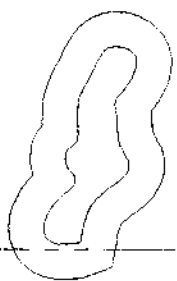
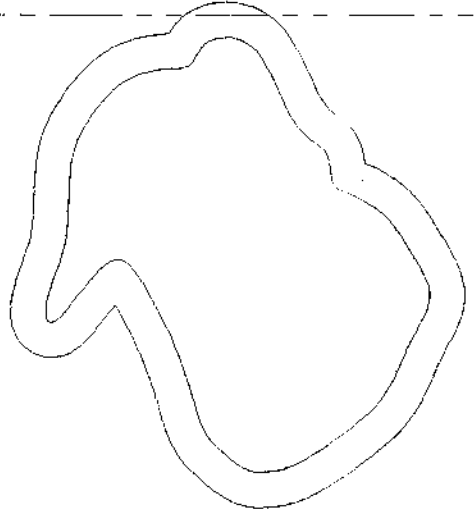
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_



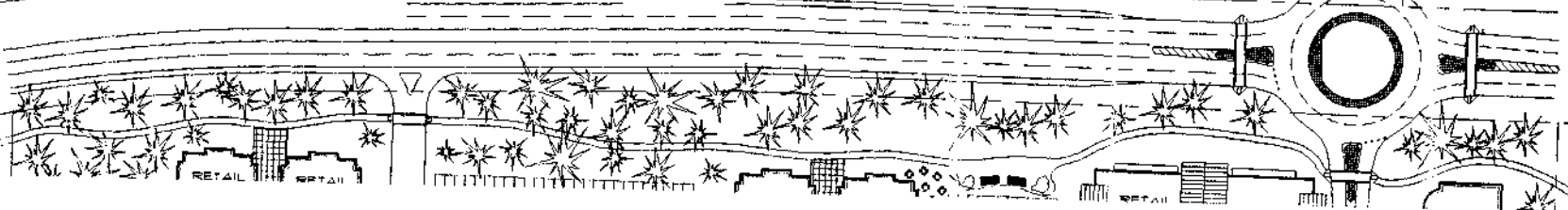
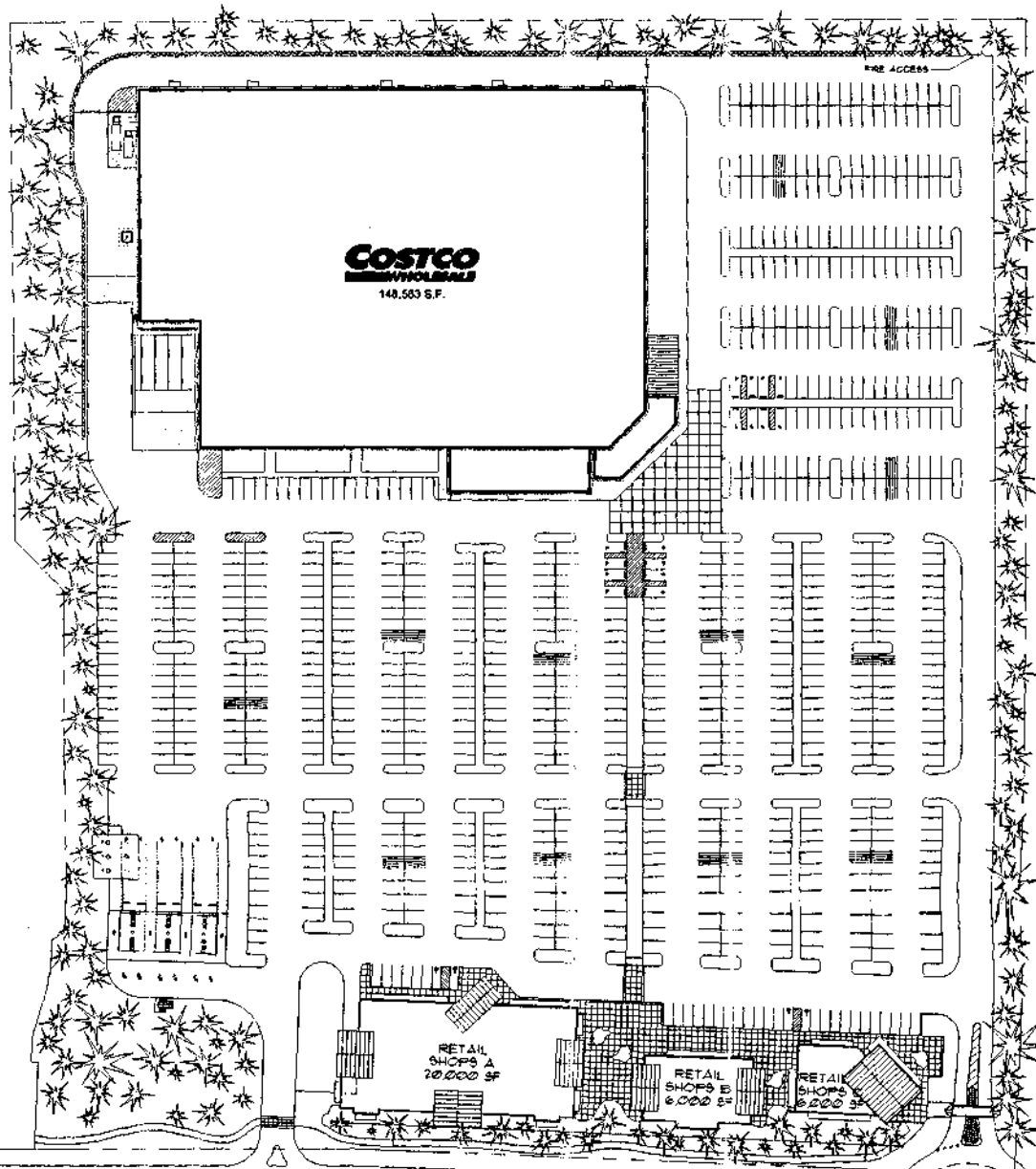


780'

CINEMAS  
16 SCREENS  
82,000 SF  
3,886 SEATS



PCD-BP



**Towslee, Molly**

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**From:** Vodopich, John  
**Sent:** Monday, July 14, 2003 9:32 AM  
**To:** Towslee, Molly  
**Subject:** FW: Costco

-----Original Message-----

**From:** Donald Penner [mailto:[cdpenner@msn.com](mailto:cdpenner@msn.com)]  
**Sent:** Monday, July 14, 2003 8:51 AM  
**To:** Vodopich, John  
**Subject:** Costco

I AM TOTALLY IN FAVOR OF A COSTCO IN THE GIG HARBOR AREA. I HAVE BEEN THRILLED WITH THE DEVELOPMENT OF THE TARGET, OFFICE DEPOT, HOME DEPOT ETC, I CANNOT ATTEND THE MEETING TONIGHT BUT WOULD LIKE TO ENTER MY POSITIVE RESPONSE TO THIS ISSUE--KEEP THE MONEY ON THIS SIDE OF THE BRIDGE. THANKS

CAROLYN PENNER  
VAUGHN, WA

**Towslee, Molly**

---

**From:** Fredthefat@aol.com  
**Sent:** Sunday, July 13, 2003 9:50 AM  
**To:** Towslee, Molly  
**Cc:** vodopichj@city of gigharbor.net  
**Subject:** attention: G. Wilbert

July 11, 2003

Dear Mayor Wilbert,

My husband and I reside at 2623 64th Street NW, Gig Harbor. We are currently part of Pierce County and are writing in reference to a petition to annex to the City of Gig Harbor which is being presented by Mr. and Mrs. Joe Hazen on our behalf.

We will be unable to attend the Comprehensive Plan Amendment meeting on Monday, July 14th, as we have a prior commitment out of town. However, we would like to make it known that we are 100% in favor of the proposed sewer change which will be voted on at that meeting.

Thank you for your consideration,

Bruce and Sandi Kersey

7/14/2003



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 9<sup>th</sup>, the council voted to deny U-13. We understand that on July 14<sup>th</sup>, 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.<sup>1</sup> As the above analysis shows this UGA amendment is not necessary to meet the adopted projection and therefore violates the Growth Management Act".

<sup>1</sup> 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.

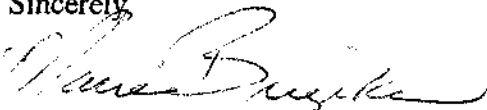
**U-13 Gig Harbor UGA expansion (Roby/Campen amendment).**

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

## Pride Progress & People

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."





**Peninsula Neighborhood Association**

7512 Stanich Lane, Suite 6A

P.O. Box 507, Gig Harbor, WA 98335 (253) 858-3400

www.p-n-a.org pna@harbornet.com (253) 858-3586 Fax

July 9, 2003

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

Dear City Council members:

The Peninsula Neighborhood Association opposes Gig Harbor UGA expansion through either the Miller amendment (U-12) or the Roby/Campen amendment (U-13) to the Pierce County Comprehensive Plan.

We support the PAC recommendation and the county staff recommendation to deny the Roby/Campen amendment (U-13).

The county staff report dated May 28, 2003, points out that there is no foreseeable need to increase the available land for employment center designation in Gig Harbor before the year 2022. In fact the apparent overabundance of land for employment center use has been used repeatedly as a reason to convert land in Gig Harbor North to commercial. It makes no sense, therefore, to expand the UGA to create an even greater surplus.

Furthermore, the proposed 40 acre parcel and adjacent property contain significant wetlands that provide habitat for a wide variety of flora and fauna as well as being the headwaters of Gooch Creek/west branch McCormick Creek, which is a salmon breeding stream that has received partial protection on its course through the McCormick Creek Forest Family Park.

PNA also supports denial of the Miller amendment (U-12).

The City of Gig Harbor previously removed this property from its UGA because of wetland concerns. The wetland concerns still exist. And as in the case of U-13 there is no recognized need for more land in the employment center category within the UGA before 2022.



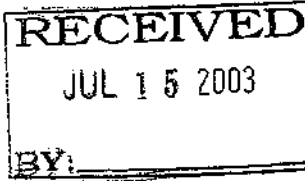
Therefore, the Board and members of PNA urge you to oppose both of these amendments to increase the Gig Harbor UGA.

Sincerely,

*Joel Wingard*  
Joel Wingard  
Director of Operations



Tahoma  
Audubon  
Society



## Tahoma Audubon Center

2917 Morrison Road West, University Place, WA 98466  
Telephone 253.565.9278 Fax 253.565.5479  
Web site: <http://www.worldstar.com/~audubon/>  
e-mail: [audubon@worldstar.com](mailto:audubon@worldstar.com)

Located at the Adriana Hess Wetland Park

7/14/03

Gig Harbor City Council  
3510 Grandview St.  
Gig Harbor, WA 98335

### RE: Gig Harbor – UGA expansion Comprehensive Plan Amendments

Dear City Council Member;

On behalf of the Tahoma Audubon Society I would like to thank you for the opportunity to comment on proposal to expand the gig Harbor Urban Growth Boundary (UGA).

Tahoma Audubon Society is a non-profit organization whose mission is to conserve and restore natural ecosystems, focusing on birds, other wildlife and their habitats fore the benefit of humanity and the earth's biological diversity. We promote sustainable communities while protecting forests, wildlife habitats and rural areas from sprawl. Our 2000 members live in Pierce County.

#### U-12 Miller Amendment – Gig Harbor UGA expansion.

We recommend denial of this amendment because the city of Gig Harbor has not met density requirements or allowed for sufficient residential development in their UGA. The addition of land zoned for employment eg: employment centers and/or a community employment zone will not be necessary until 2022. Converting rural areas set aside as reserves would be premature at this time.

#### U 13 Roby/Campen Amendment. Urban Growth Boundary in Gig Harbor.

We support the staff & PAC recommendations to deny this amendment. The City of Gig Harbor and their Planning Department did not formally comment on expansion of these amendments. The City Planning Dept. has recommended against it in a draft letter on Feb. 11, 2003. Now an individual wants to change this rural area from MSF into EC. There are three watersheds in this area that are important sources for the springs of McCormick Creek which is also on the property. The city will only extend services to one of these parcels. Without services, it should be denied.

In 1996 the family offered to put land in a conservation easement to protect wildlife and critical areas. At the time, an Environmental Impact Statement for the Purdy Treatment Center showed that cutthroat trout lived in the creek, which was verified by the previous owner. Converting a rural reserve area to an employment center is premature. Sufficient land for employment is available in Gig Harbor until 2022.

Thank you for your attention to these issues. These technical amendments will affect people's real lives in long lasting way. We strongly urge you to make decisions that enhance our quality of life.

Sincerely,  Bryan Flint, Conservation Coordinator

**Towslee, Molly**

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**From:** Vodopich, John  
**Sent:** Monday, July 14, 2003 9:32 AM  
**To:** Towslee, Molly  
**Subject:** FW: Costco

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CAROLYN PENNER  
VAUGHN, WA

7/14/2003

**Towslee, Molly**

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**Subject:** attention: G. Wilbert

July 11, 2003

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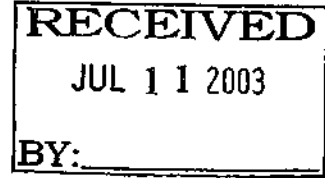
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Thank you for your consideration,

Bruce and Sandi Kersey

7/14/2003

Joe & Linda Hazen  
2811 64<sup>th</sup> ST NW  
Gig Harbor, WA 98335  
253-858-9009  
[harbormom5@mindspring.com](mailto:harbormom5@mindspring.com)



July 11, 2003

City Clerk  
Attention Mayor and City Council Members  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor and Council Members:

First of all I would like to thank you for your help and support of our annexation proposal. Our neighbors and myself look forward to becoming residents of the city.

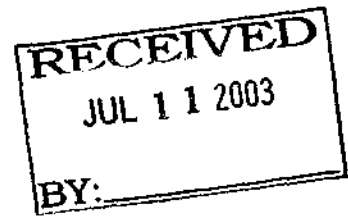
Monday, July 14, 2003 we will come before you again with a sewer proposal. We have been working diligently with the engineering department since early January and have engineered a plan that is suitable for both the city and our neighborhood. In this proposed area there are several people who have vacant lots on which they would like to build, there are a few residents with stressed septic systems and many residents with septic systems approaching 30 years old. Sewer remains to be the most reasonable and economic solution.

Our engineer Terry Ryan as well as my husband and myself will be attending Monday night's meeting and will be available to answer any of your questions. Thank you for your continued support.

Sincerely,

  
Linda Hazen

Carlean Johnson  
PO Box 922  
3424 Horsehead Bay DR NW  
Gig Harbor, WA 98335  
253-265-8536  
carlean@sixingredientsorless.com



July 12, 2003

City Clerk  
Attention Mayor and City Council Members  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor and Council Members:

I own a parcel of land in the Hazen's proposed annexation section and I am in full support of the annexation. In the next few years, I would like to build a home on my land. I understand that the Hazen's soil will only support the most expensive type of septic system and that several neighbors have had to replace their systems with this Glendon Biofilter. It is an above ground system with a cost of close to \$20,000. I would assume my property, being right next theirs, will be the same.

I am asking for your support and approval of their sanitary sewer proposal on Monday, July 14, as this will benefit myself as well as everyone in this area.

Sincerely,

A handwritten signature in cursive script that reads "Carlean Johnson".

Carlean Johnson

Cc: John Vodopich

**SHDP  
COMPREHENSIVE PLAN AMENDMENT**

**APPLICATION INFORMATION  
and  
COMPARATIVE STUDY**

**SHDP ASSOCIATES, LLC  
1359 N. 205<sup>th</sup> Street, Suite B  
Shoreline, WA 98133  
(206) 533-2181**

**July 14, 2003**



# *SHDP ASSOCIATES, LLC*

1359 N. 205th Street, Suite B

Shoreline, WA 98133

(206) 533-2181

Fax: (206) 533-2164

---

July 14, 2003

CITY OF GIG HARBOR  
3510 Grandview Street  
Gig Harbor, WA 98335

Attention: Gretchen Wilbert, Mayor  
John Picinich, City Council Member  
Steven Ekberg, City Council Member  
Derek Young, City Council Member  
Jim Franich, City Council Member  
Bob Dick, City Council Member  
Marilyn Owel, City Council Member  
Frank Ruffo, City Council Member

Dear Mayor and Council Members:

Should a majority of the Council decide it is in the best interest of the community to expand the commercial land use category to permit development of a Costco store at Gig Harbor North, you must then decide which location is best suited. You must also decide which applicant is more likely to deliver the desired use in not only a timely manner, but in a manner consistent with the existing high quality retail environment which we have worked so diligently with the City to create.

Enclosed in the information book is a comparison of the important issues we feel the Council should consider in making this decision. While this comparison has been prepared by SHDP Associates, we feel strongly that the points made are correct, accurate and worthy of debate. Both SHDP and OPG were asked to prepare and provide the city staff and Council with detailed information and reports necessary for you to make an informed decision as to which site is best suited for this use. We believe SHDP has met this test. The Council must decide if adequate information on both sites has been submitted that clearly defines the project, its potential impacts, and the design details necessary to mitigate the impacts. SHDP has expended a great deal of time, effort, and monies studying and preparing detailed investigations and reports. SHDP has prepared detailed site plans illustrating exactly what our development will look like should you approve it. SHDP has a signed agreement with Costco and we are ready to move forward. We do not believe the Council or staff has been provided the same level of information and detail on the OPG site. This is an important decision you are about to make. The city staff, its consultants and the Council need to be thoroughly informed to make a decision that is right for the community and a design that will achieve the goals you desire.

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From our perspective, it would appear that the Council could make one of the following choices:

- Alt. 1. Do nothing. Adopt the zoning map as it now exists.
- Alt. 2. Approve the Comprehensive Plan Amendment submitted by SHDP which adds 4% to the commercial land use category on the north side of Borgen Boulevard.
- Alt. 3. Approve the Comprehensive Plan Amendment submitted by OPG which adds 8% to the commercial land use category on the south side of Borgen Boulevard.
- Alt. 4. Approve an 8% increase, as recommended by staff, split equally between the north and south sides of Borgen Boulevard.
- Alt. 5. Some other proration of commercial land use categories.

We believe a 4% increase to allow development of the Costco store on the north side of Borgen Boulevard fulfills the desires that the greater Gig Harbor community has voiced. Additional commercial zoning above the 4% increase is acceptable to us and we are confident that it would be successful over time. Should the Council deem an 8% increase was appropriate, as recommended by the staff, we would urge the Council to divide this between properties on the north and south sides of Borgen Boulevard. This would balance the growth and not create incompatible uses across from each property. A split 8% increase would create adequate zoned property to perhaps allow for a theatre and smaller scale village retail which would make an appropriate transition to the low density residential areas to the east.

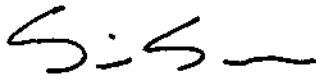
We believe the detailed mixed use development plan with step-down zoning as illustrated in Alternate 2 addresses the underlying land use goals of the original Comprehensive Plan created for Gig Harbor North nearly ten years ago.

Whatever your decision, SHDP has a vested interest in maintaining the high quality of development in the Gig Harbor North area. We plan on maintaining an ownership in the existing retail development for a long time. Costco is a premier retailer communities desire to have. Gig Harbor area residents will appreciate not having to commute to Tacoma to enjoy the products they offer and the city will benefit from the tax dollars being used in the local community. With the announcement of the hospital in this area, we also feel the "over 55" residential community component of our planned mixed use development will be a great success as well.

Thank you for the time, the effort, and the priority you have placed on this issue.

Sincerely,

SHDP ASSOCIATES, LLC



Scott Shanks  
Member/Manager

## PROJECT INFORMATION

### COMPREHENSIVE PLAN AMENDMENT REQUEST

July 1, 2003

On May 5, 2003 SHDP Associates submitted a Comprehensive Plan Map Amendment that expanded the amount of commercial property in the existing PCD area. This request was based on the understanding that the Council was anticipating adoption of a PCD map that included use designations on specific properties. In order to conform to the preferred Comprehensive Plan format, our previous amendment request for a 4% increase is now reflected as a map amendment.

Enclosed for your reference are two use designation maps. One details the existing zoning that currently exists in the PCD. The three parcels that we propose to modify are listed on that map. The other map shows the proposed commercial expansion to the east side of the existing Gig Harbor North center. It also details the change in residential use from low to medium density. The exact modification of uses on the parcels is as follows:

	<u>Existing</u>		<u>Proposed</u>	
Parcel # 1	PCD-RMD	29.290 ac.	PCD-RMD	25.33 ac.
			PCD-C	3.96 ac.
Parcel # 2	PCD-BP	2.88 ac.	PCD-C	2.88 ac.
Parcel # 3	PCD-RLD	18.80 ac.	PCD-RMD	5.09 ac.
			PCD-C	13.71 ac.
			<hr/>	
		Totals	PCD-C	20.55 ac.
			PCD-RMD	30.42 ac.

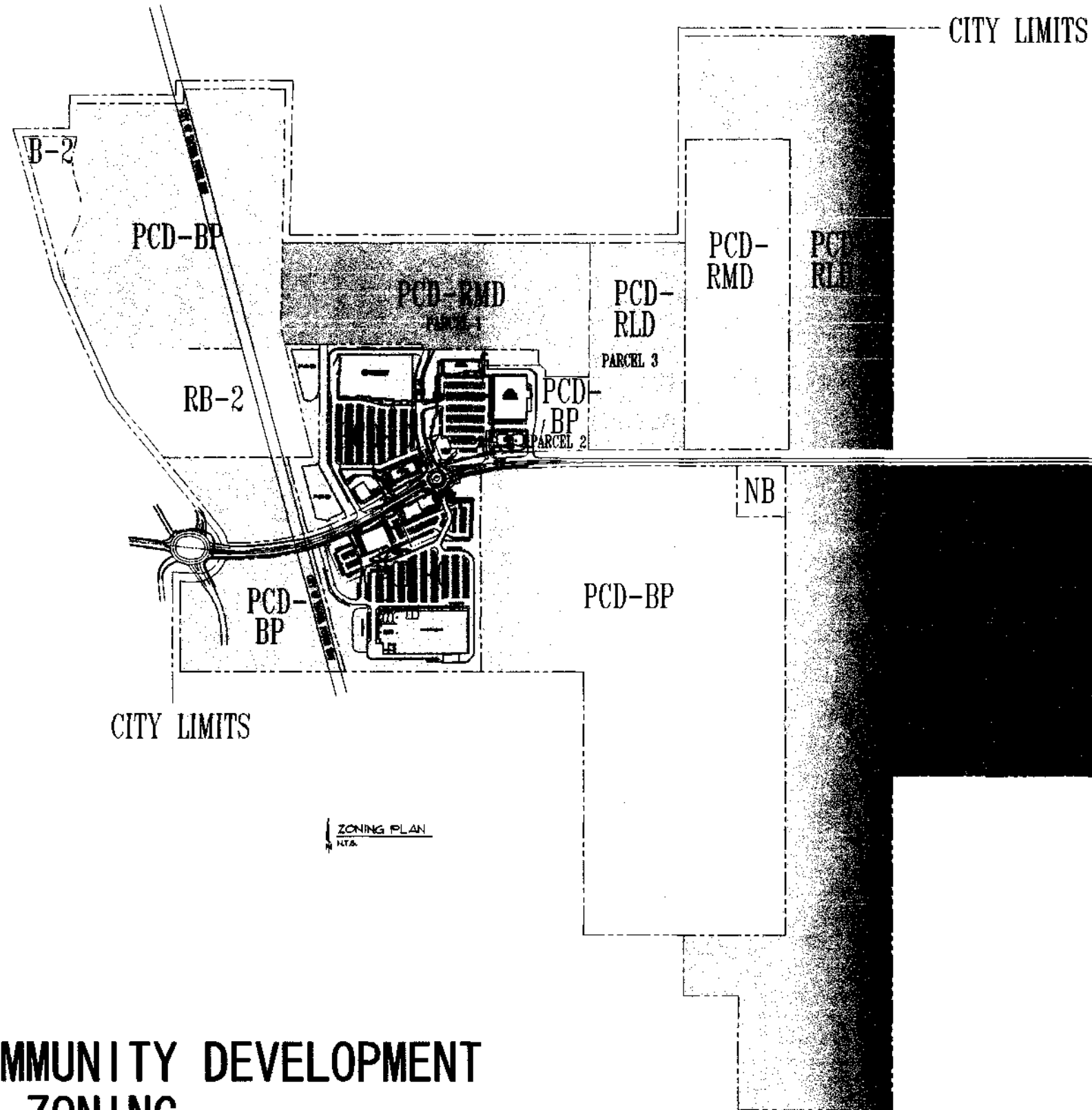
Comprehensive Plan discussions generally focus on uses, but in order to help the council evaluate site potentials, we have included a site plan that

details the development we have envisioned. This plan includes a Costco Warehouse and smaller street front retail and restaurant pads. It is hoped that, with current development levels and now the future hospital, we can attract a quality sit down restaurant to the Gig Harbor North area. This plan also shows the residential component of our proposal and how it interconnects with the rest of the development. A senior project in this area would have great access to goods and services by walking, carting or a simple drive.

We have also included a reduced copy of the aerial photograph of the entire PCD area. In this photograph we have illustrated the proposed commercial and residential projects. This photograph graphically shows the large amount of area remaining in the PCD, even after the development occurs.

The timing of this project is also a very important item. It should be understood by all that the Comprehensive Plan Amendment is the first step in a long process to bring Costco into the community. As part of this information package, we have provided a development schedule that shows the major steps require to complete this project. We anticipate working closely with city staff to meet our proposed schedule, as we have done on the other Gig Harbor North projects.

This amendment request represents the minimum amount of commercial use allocation required to develop a Costco project. It will allow the City to provide a much desired use while maintaining the integrity of the PCD Comprehensive Plan area.



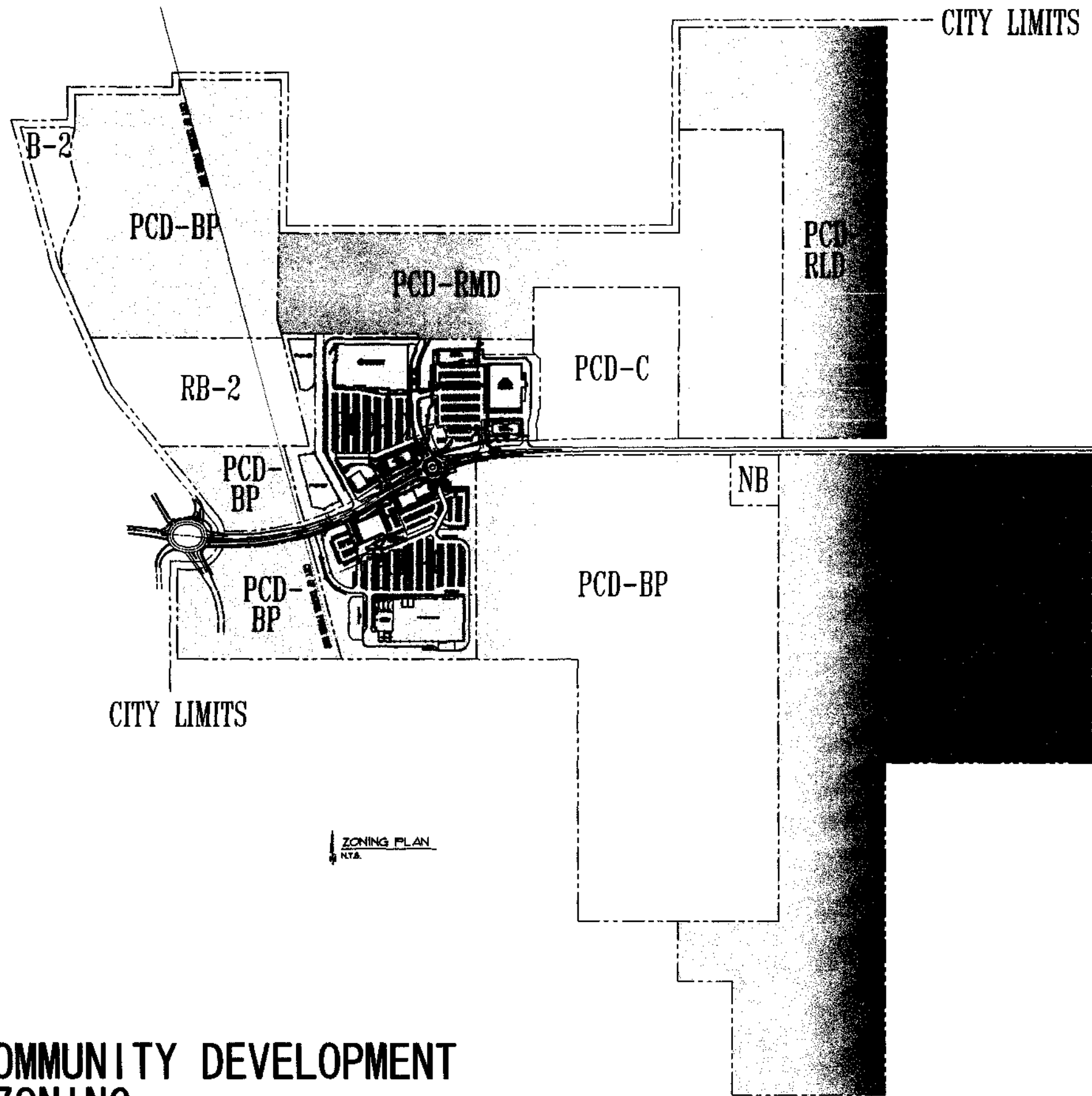
# PLANNED COMMUNITY DEVELOPMENT ANNEXATION ZONING

Gig Harbor, Washington

**DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.**  
6500 AVENUE 107 SE SUITE 200 SEASIDE, WASHINGTON 98138 TEL: 206/940-1800 FAX: 206/940-1899

EXISTING ZONING

DATE: 4-29-03  
 JOB #: 2001-23  
 FILE NAME: A-1.DWG



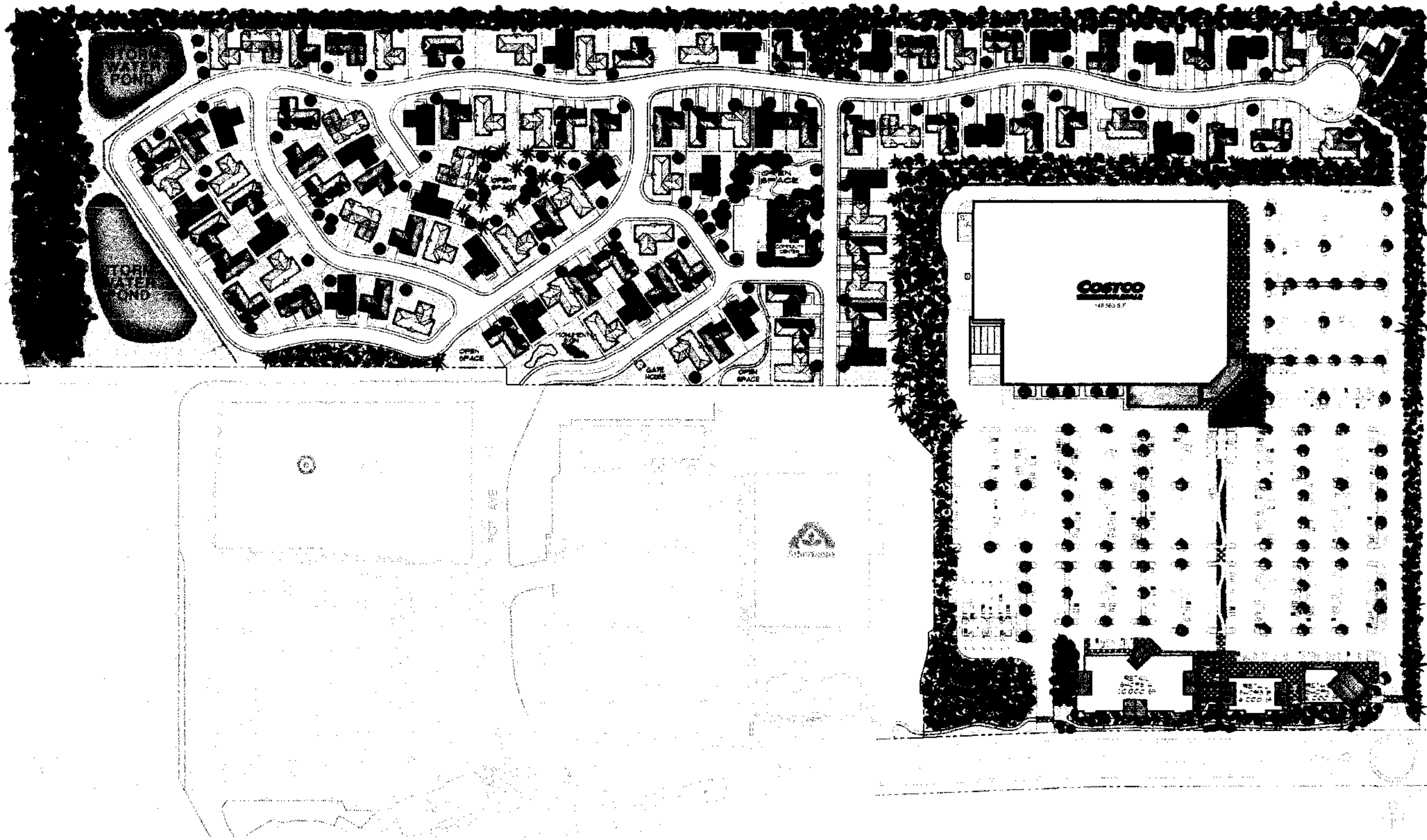
# PLANNED COMMUNITY DEVELOPMENT PROPOSED ZONING

Gig Harbor, Washington

DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.  
1000 PEARL STREET, SUITE 200 GIG HARBOR, WASHINGTON 98143 TEL: (206) 835-1100 FAX: (206) 835-1101

PROPOSED ZONING

DATE:	4-28-03
JOB #:	2001-03
FILE NAME:	A-2.DWG



# COSTCO WHOLESale

Gig Harbor, Washington

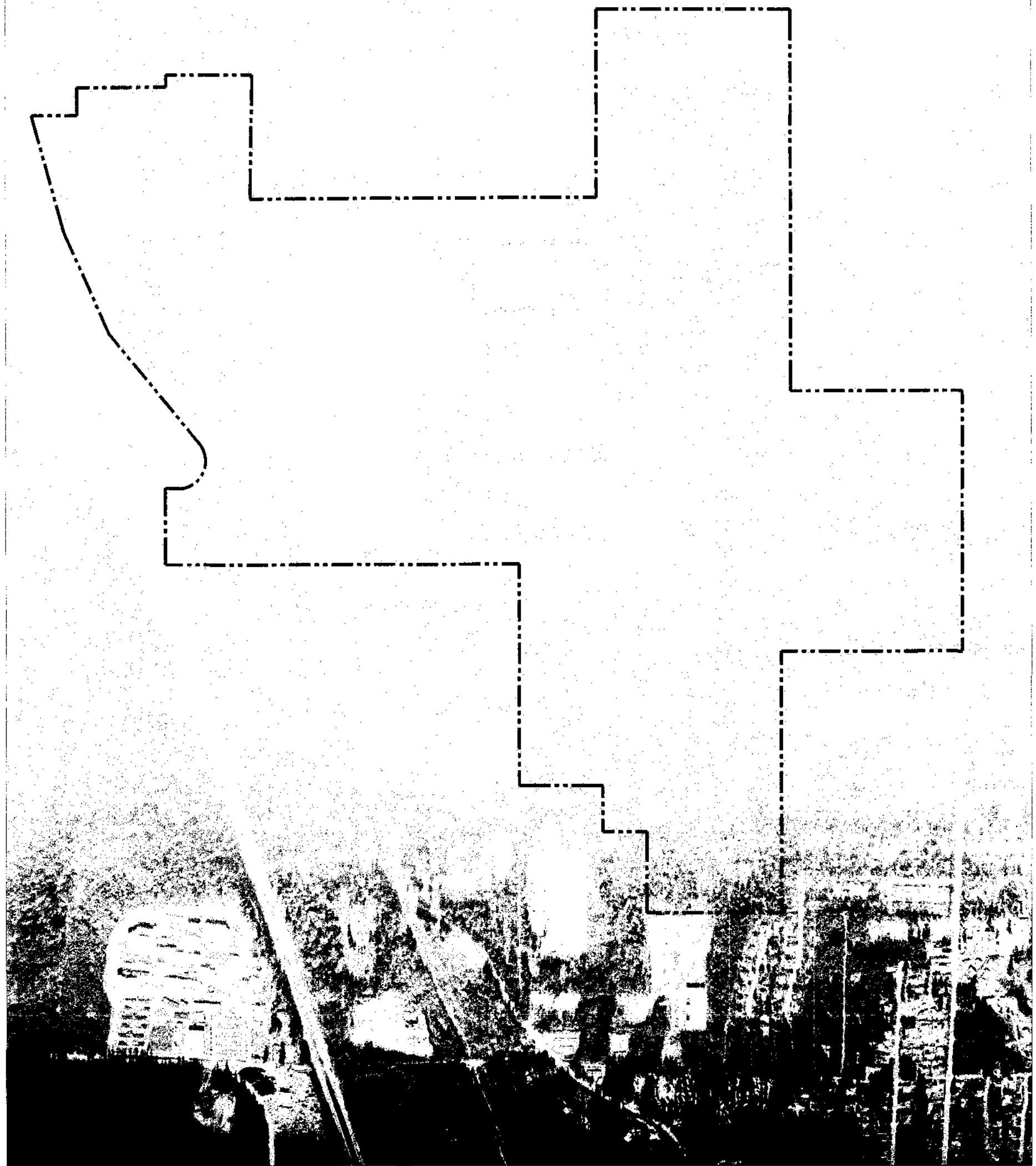
PRELIMINARY SITE PLAN  
NTS

PRELIMINARY SITE PLAN

L-2

DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.  
2150 NORTH 107TH ST. SUITE 320 SEATTLE, WASHINGTON 98133 TEL: (206)363-1360 FAX: (206)363-1788

DATE: 5-22-03  
JOB #: 2001-23  
FILE NAME: L-2.DWG



# COSTCO WHOLESALE

Gig Harbor, Washington

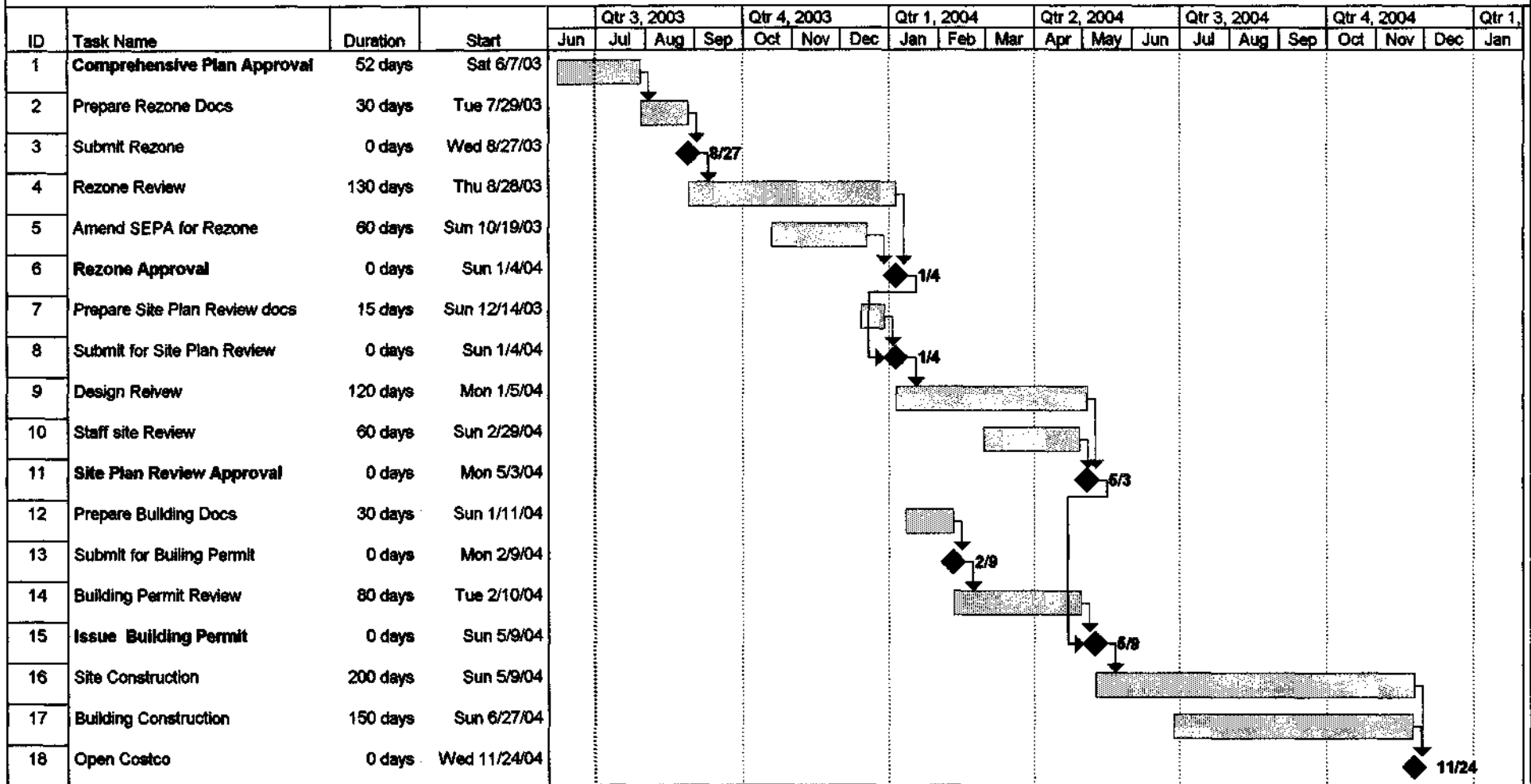
DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.  
2150 NORTH 45TH ST. SUITE 200 SEATTLE, WASHINGTON 98103 TEL: (206) 587-1440 FAX: (206) 587-1789



**COSTCO**  
**GIG HARBOR, WASHINGTON**  
**JUNE 6, 2003**

**FIRST WESTERN DEVELOPMENT SERVICES**

**DEVELOPMENT SCHEDULE**



Project: Costco Dev Sch 6603  
 Date: Mon 6/30/03



**COMPREHENSIVE PLAN AMENDMENT  
SITE COMPARISON STUDY  
SHDP ASSOCIATES**

The following is a comparison between the SHDP and OPG properties. There are significant differences between the sites with regard to environmental impacts, infrastructure impacts and resultant land use patterns. This study provides a side by side comparison of potential impacts from commercial development on both the SHDP and OPG properties.

SHDP	OPG
<b>1. Comprehensive Plan Conformance</b>	
<p>The SHDP proposal maintains the original comprehensive plan concept of a compact commercial core. The goal of this was to minimize the linear spread of commercial uses east along Brogan Blvd.</p>	<p>The OPG proposal does not provide for a compact commercial core but rather expands the commercial core significantly to the east, extending all the way to and abutting the low density residential area.</p> <p>The proposed designation change combined with other proposed future uses will significantly change the characteristics of the business park core area that was established in the original Comprehensive Plan. The entire business park designation will be transformed into commercial or recreation uses. This is a significant departure from the original Comprehensive Plan.</p>
<b>2. PROPOSAL SIZE</b>	
<p>The original SHDP amendment requested a 4% increase in the amount of commercial in the PCD area. This is the minimum area required to accommodate a Costco development. At this time SHDP's Map Amendment Request still represents a 4% increase or approximately a 20 acre increase in commercial area. The balance of the area included in our request will remain residential which we are planning as an "over 55" retirement community.</p>	<p>The original OPG amendment requested an 8% increase to the amount of commercial in the PCD area. This area increase is far in excess of what would be required to develop a Costco project. This increased area could support approximately 70,000 square feet of additional retail space. The entire OPG proposal including Costco and its associated retail, the added 70,000 square foot village, and the development of the YMCA will create a project area larger than the Gig Harbor North and South shopping centers combined.</p>

SHDP	OPG
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**3. LAND USE**

The SHDP plan maintains one of the primary tenets of the original comprehensive plan; that is to provide buffering through "step down" zoning or land use classifications. The SHDP proposal includes step down zoning by buffering low density residential with medium density areas.

The OPG plan does not maintain the "step down" zoning configuration. The OPG proposal locates commercial uses adjacent to low density residential.

The Council has discussed the need for open space. It should be noted that the Donkey Creek Watershed and associated wetlands are undevelopable under any scenario and will remain as open space regardless of which land use is approved.

The current OPG amendment is essentially the same as the one previously rejected by the council because it was too large. The way OPG has reduced the impacted area is by understanding that the YMCA is an allowed use in the PCD-BP zone, therefore they can rezone less property.

**4. WETLANDS/SURFACE WATER**

The SHDP site has no wetland or environmental issues. Included in our SEPA submittal is an environmental analysis prepared by a professional biologist.

Storm drainage from our site would be routed west in the same drainage corridor that currently serves the other commercial uses in the Gig Harbor North area. Ultimately these areas drain under SR-16 and into Henderson Bay.

The OPG site is encumbered with significant documented wetlands. These wetlands exist throughout the entire site including the area where commercial uses are proposed. In addition, significant fills must be made adjacent to these wetlands to accommodate a Costco store.

The Donkey Creek Watershed exists just to the east of OPG's proposal. Donkey Creek drains south directly into Gig Harbor. All the storm water from the commercial area will drain into Donkey Creek and its associated wetlands. At this time the Donkey Creek Drainage does not receive any commercial storm water. OPG has not prepared any definitive site plans illustrating building placement, parking areas or setbacks from wetlands. Commercial development is much more intensive and has greater impacts on wetlands than business park projects.

SHDP	OPG
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**5. WATER RESOURCES**

Water capacity and service is currently available to the SHDP property without constructing additional storage capacity. This service capacity was established in the two amendments to the preannexation agreement. In essence the city agree to a fixed operational water volume in return for SHDP constructing a 16" water main and booster pump station which created additional storage capacity in the system.

The SHDP proposal would reduce the general demand on the city water system as we are replacing the highest water rate use, residential, with a lower water rate user, commercial.

Due to the availability of water to our site, it is likely that the Costco development could proceed much sooner as the development would not be waiting for water availability and storage to be approved and constructed.

The OPG property does not have available water service from the city without providing the water storage tank detailed in the amendments to the preannexation agreements.

The OPG proposal would generally increase the demand on the city water system. They are replacing the lowest water rate user, business park with a higher water rate user, commercial.

Since water is not directly available to the OPG site it is likely that development will be delayed while storage capacity is planned, approved and constructed. Additional state and health department permitting will be required for the storage tank.

OPG has contended that they need the Costco in order for them to fund the required storage tank, which would allow them to build the other retail and YMCA. It should be understood that the water tank is not an unreasonable site cost for the residential/business park development that could be constructed on their property. They have in excess of 300 acres of property to develop, and to date have not expended any capital in the existing infrastructure that SHDP/Logan have constructed.

**6. NOISE**

SHDP has submitted a detailed study that analyzes noise that may be generated from a Costco Development on our site. This study is very site specific and pays particular attention to the Canterwood residential area to the north. We have worked closely with the sound engineers to develop a site plan that reduces the potential for impacts of noise on nearby residential areas. The noise reduction elements built into our site plan include; grade breaks, orientation of the project, restricted truck access and operating conditions. The results of the study indicate that there will be not impact on the Canterwood development. We are so confident that our proposal has mitigated any offensive. We are moving forward with plans to develop a retirement community adjacent to the commercial area.

While OPG has not submitted a specific site plan illustrating the layout and orientation of the buildings, we assume the buildings will be oriented to face north. OPG has not conducted a noise evaluation study for their site that we are aware of. It is likely that noises from Costco's store operations, parking lots and service areas would carry north into Canterwood community. Currently the SHDP property is zoned Low Density Residential. If the Costco store were allowed to be developed on the OPG property, it would front onto this low density residential area.

SHDP

OPG

7. TRAFFIC

As part of our SEPA submittal SHDP submitted a detailed traffic study prepared under directions from Dave Skinner, the city traffic consultant. This report specifically included trip counts for a Costco store. The SHDP report detailed the overall operation of the corridor as well as project specific mitigations along Brogan Boulevard. The results of the traffic study indicate that acceptable levels of service can be accomplished with added roadway and intersection improvements.

OPG did not provide an updated detailed traffic study based on a specific site development proposal. They have relied on an outdated study that does not address a specific site plan. This report was a summary of preliminary work performed by another traffic engineer. Based on our review they did not include trip generations for a Costco or the proposed YMCA use. They have accounted for these with generic commercial and business park trip allocations based on "rule of thumb" square foot allotments. The proposed mitigations are not well defined and do not include some major elements that were detailed in our report.

Another issue that is left undefined is the quantity of access locations that are required to serve the 65 acre OPG property. Our corridor analysis indicates that even if OPG's property remained business park, the OPG leg of the roundabout has a failing LOS, additional left turn access would be required onto Brogan Boulevard. The business park area has too many trips to funnel into one roundabout access point.

8. PERFORMANCE HISTORY

SHDP/First Western Development has a 20+ year track record of developing commercial retail shopping centers. We have been actively involved with the City of Gig Harbor over the past six years developing the Gig Harbor North centers. The existing development at Gig Harbor North attests to our desire for quality and ability to perform. During that time we have been instrumental in funding and constructing the roadway and utility improvements that serve Gig Harbor North. We have worked with the staff and design review committee as an active development team member to achieve the goals of the development. We feel that we have a proven track record of working with the city and standing by our agreements and commitments.

SHDP/First Western Development introduced Costco as a potential retailer to the city in meetings with the city manager in January 2002. We have an ongoing relationship with Costco in other locations and would be the logical choice to undertake this development.

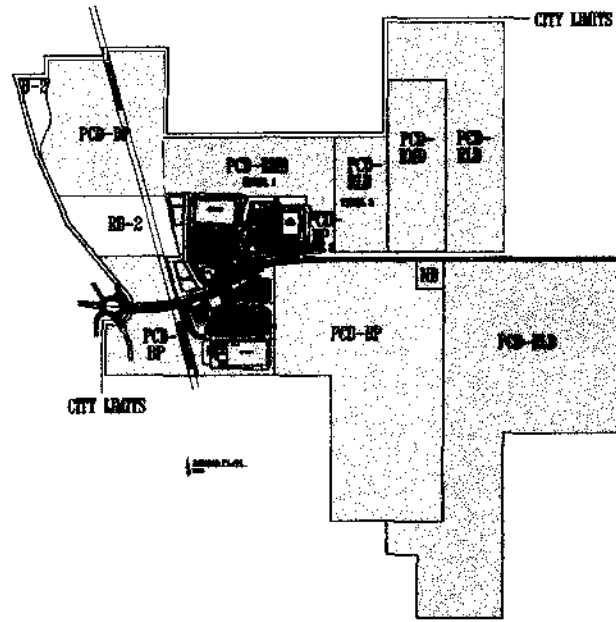
It is our understanding that OPG, or Pope Resources, has owned this property for many years. At this time, to the best of our knowledge, OPG has not performed any development inside the city of Gig Harbor, nor does OPG have any track record in either working with Costco or developing commercial shopping areas. Although Pope Resources has developed some notable residential developments, we are unaware of any significant commercial projects they have developed.

SHDP

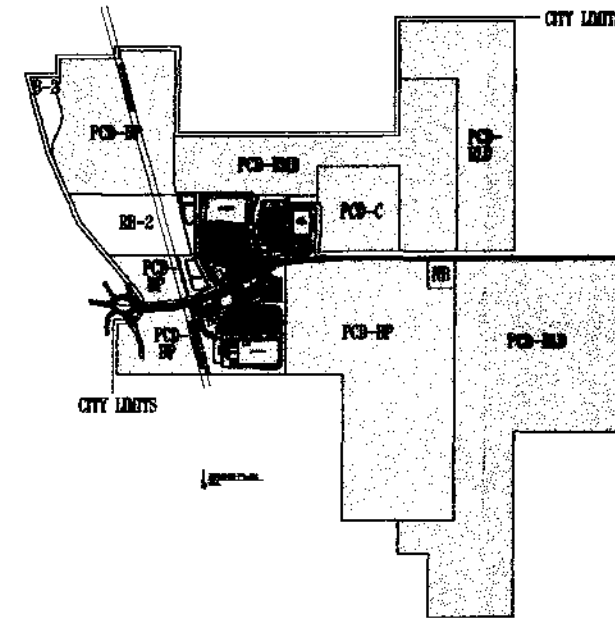
OPG

**9. LAND USE MAP OPTIONS**

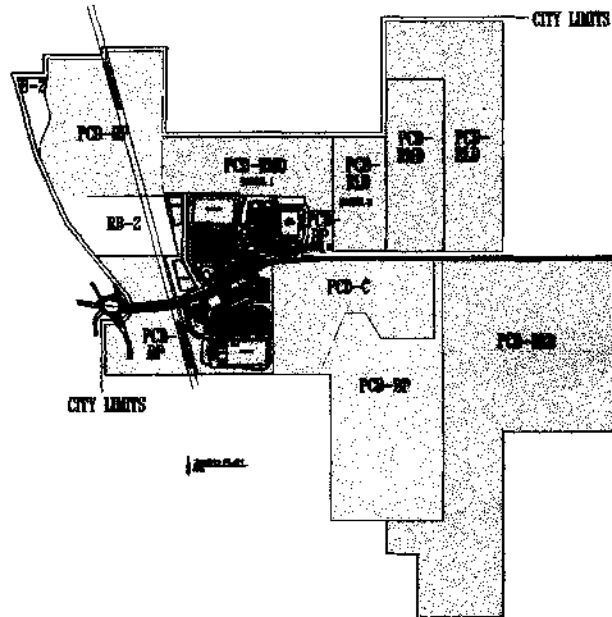
1. Existing use designations
2. Primary SHDP proposal of 4% additional commercial located on the north with traditional step down buffering.
3. Primary OPG proposal of 8% additional commercial located on the south with commercial abutting Low Density Residential.
4. Alternate proposal 8% additional commercial, 4% on the north and 4% on the south, SHDP/OPG.



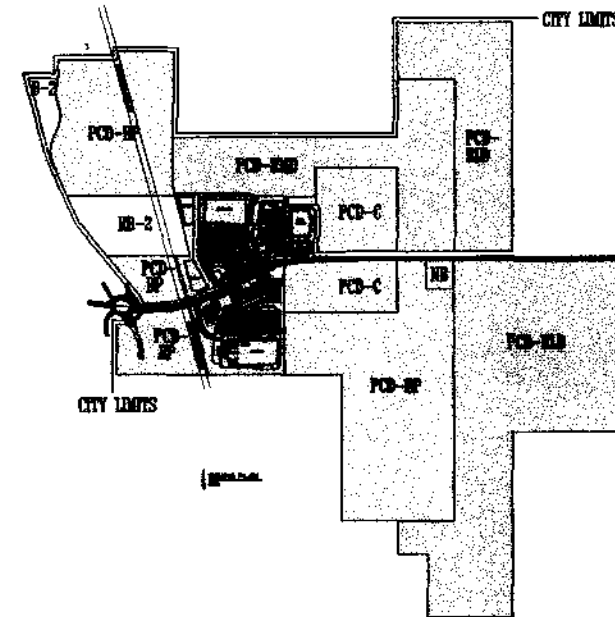
**ALTERNATE 1  
EXISTING ZONING**



**ALTERNATE 2  
SHDP 4%**



**ALTERNATE 3  
OPG 8%**



**ALTERNATE 4  
SHDP/OPG 8%**

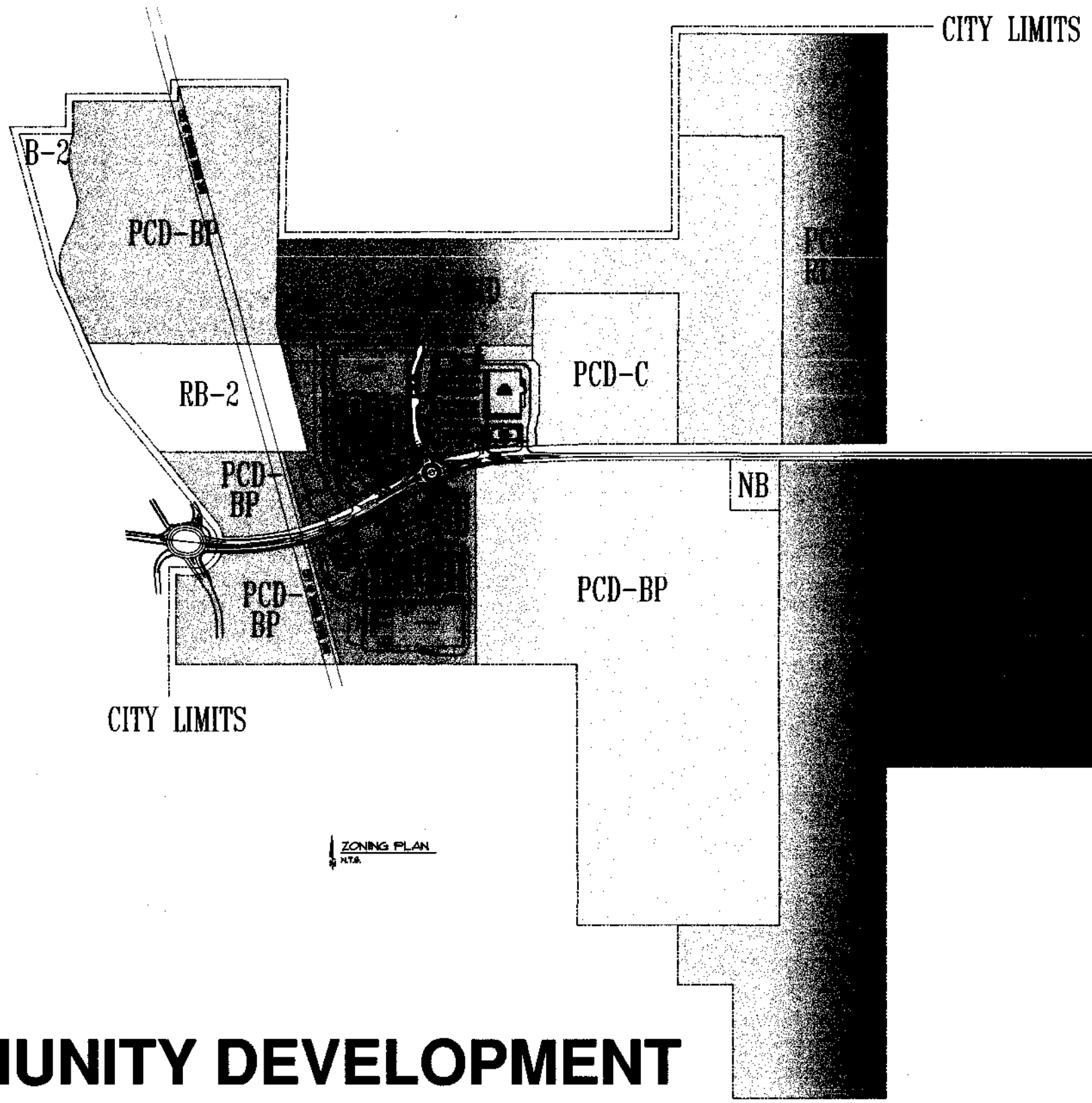
# PLANNED COMMUNITY DEVELOPMENT

Gig Harbor, Washington

DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.  
2540 NORTH AVENUE SUITE 200  
SEASIDE, WASHINGTON 98148  
TEL: (206) 465-1100 FAX: (206) 465-1745

ZONING

DATE: 7-4-08  
JOB #: 2001-23  
FILE NAME: A-2.DWG



# PLANNED COMMUNITY DEVELOPMENT

## SHDP 4% INCREASE

Gig Harbor, Washington

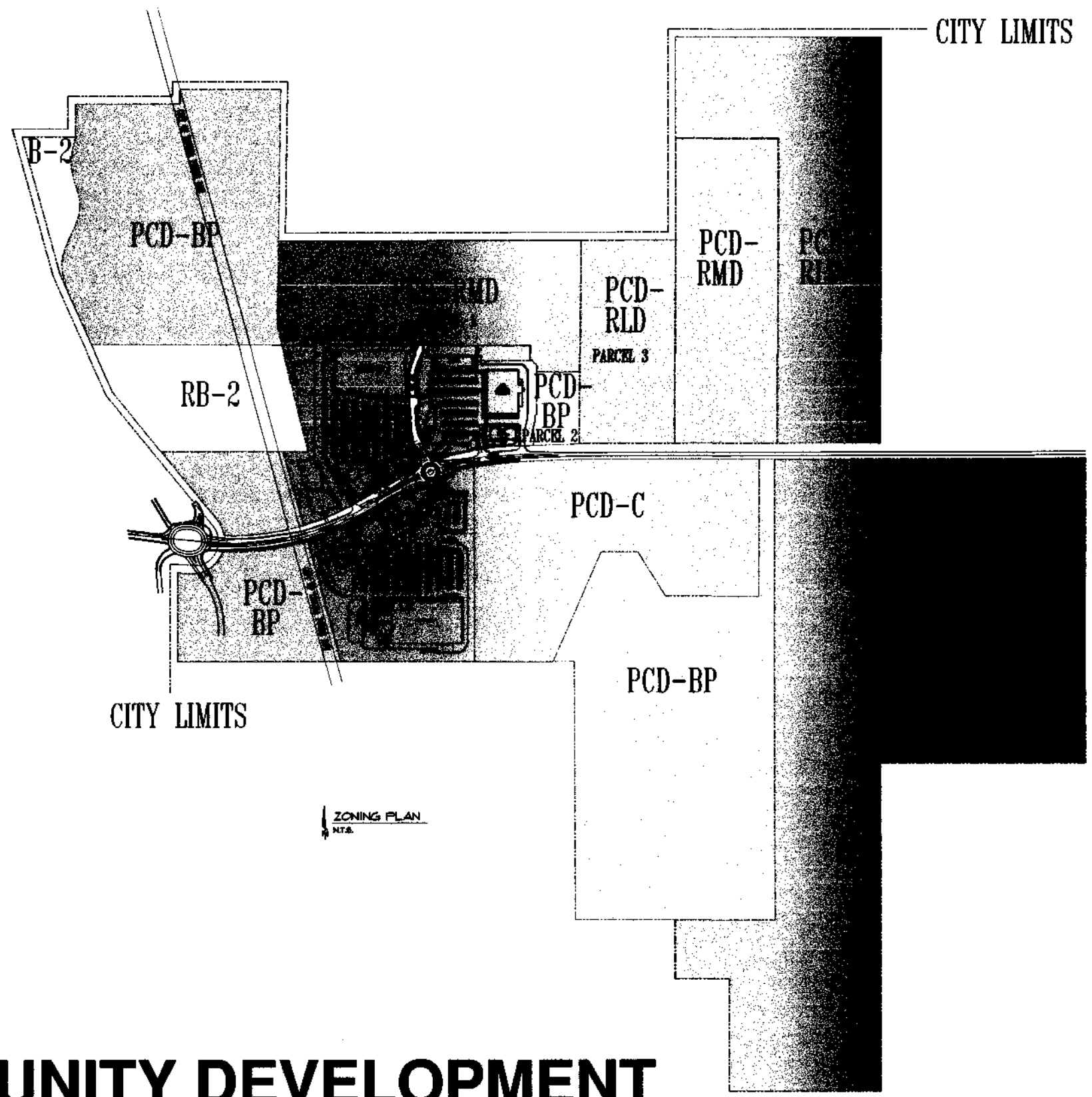
DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.  
 2150 BROWN AVENUE ST. SUITE 200  
 SEATTLE, WASHINGTON 98101 TEL: (206)265-1900 FAX: (206)265-1700

PROPOSED ZONING

# ALT 2

DATE: 7-4-03  
 JOB #: 2001-23  
 FILE NAME: A-2.DWG





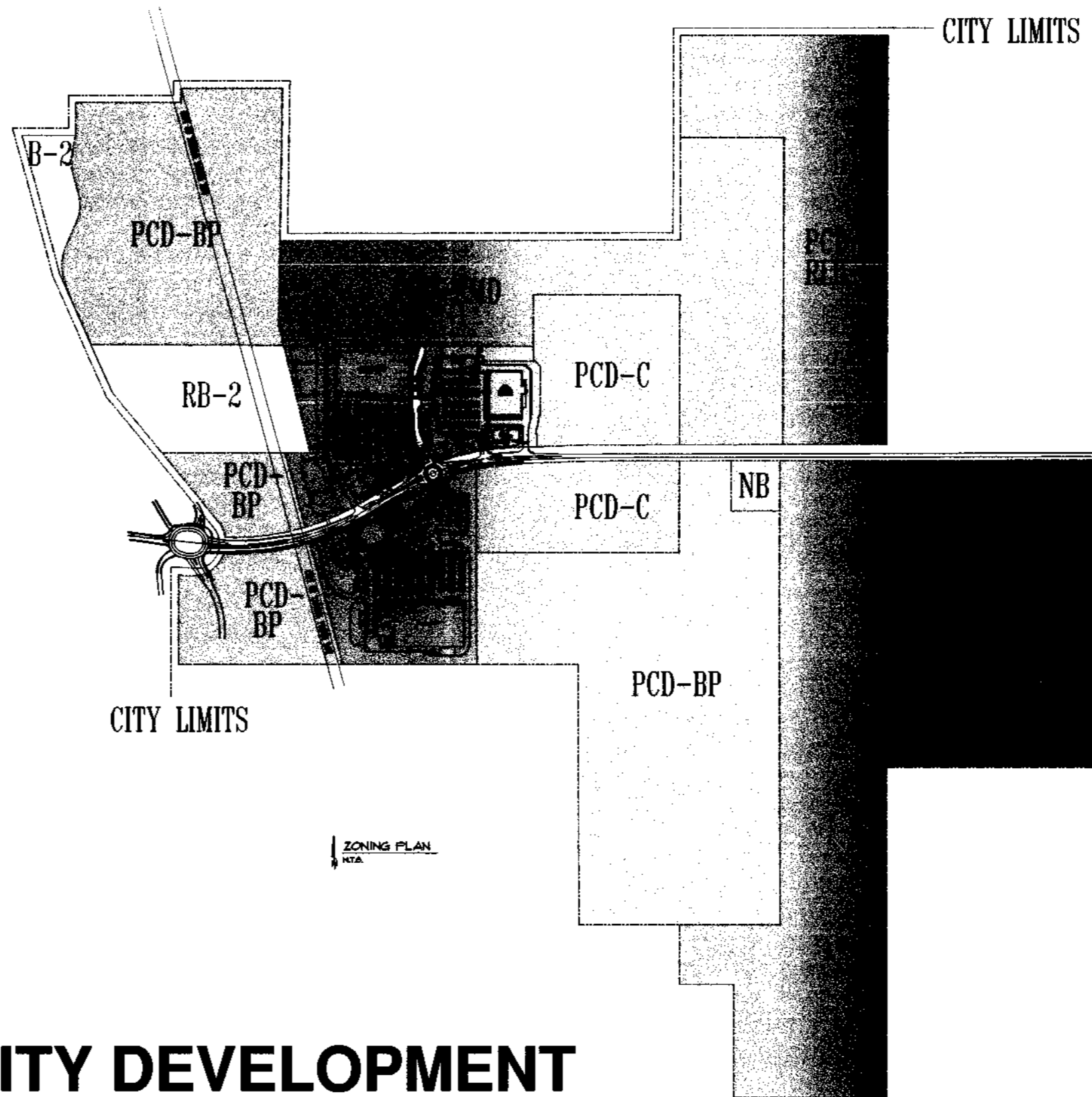
**PLANNED COMMUNITY DEVELOPMENT**  
**OPG 8% INCREASE**  
 Gig Harbor, Washington

**DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.**  
2520 PARKWAY NORTH ST. SUITE 300 SEASIDE, WASHINGTON 98138 TEL: (206)260-1900 FAX: (206)260-1700

PROPOSED ZONING

**ALT 3**

DATE:	7-4-03
JOB #:	2001-23
FILE NAME:	A-2.DWG



**PLANNED COMMUNITY DEVELOPMENT**  
**SPLIT 8% PROPOSAL (SHDP-OPG)**  
 Gig Harbor, Washington

PROPOSED ZONING

**ALT 4**



## TECHNICAL MEMORANDUM

To: First Western Development Services, Inc.

May 2, 2003

From: Grette Associates<sup>LLC</sup>

File No.: 919-100

Re: Bingham Property Wetland Investigation

### Introduction

On April 23, 2003, a Grette Associates<sup>LLC</sup> wetlands biologist conducted a site reconnaissance to identify potential wetlands and wetlands-related issues on a parcel of land in Gig Harbor, Washington commonly referred to as the "Bingham Property". The parcel is located in the S ½ of Section 30, T22N, R02E, Willamette Meridian. The parcel is approximately 19 acres in size.

The property is located immediately north of Borgen Boulevard, in the northern portion of Gig Harbor. Based on a review of available aerial photography (June 21, 1990; from [www.terraserver.microsoft.com](http://www.terraserver.microsoft.com)), the site appears to be mostly forested, with a dense scrub-shrub component in places. Aerial photography did not reveal any areas which exhibit outward wetland characteristics (i.e. open water, concentration of large snags, stream channels).

### Investigation Results

There is currently no formal access to the parcel. The site was accessed from Borgen Blvd., from the south. Small paths were found in portions of the parcel leading through the brush in various directions. These paths appeared to be made by local citizens exploring the site.

The site is located on a shallow hillside, with a slight overall slope to the south. Several small depressions were located throughout the property. However, these depressions were generally quite small, and were typically unvegetated. No pooling water or water-stained leaves were observed, and none of the depressions contained hydrophytic vegetation.

The property is mostly forested, with a dense medium-aged mixed canopy. The canopy is mostly coniferous to the west, becoming mixed to the east. Dense understory vegetation is also located throughout the property. Canopy coverage ranges from dense (>80%) in the conifer-dominated portions of the site, to somewhat sparse in places (<40%) where younger hardwoods dominate to the east. Table 1 contains a list of plant species identified during the site reconnaissance.

Table 1. Plant species identified on the Bingham Property.

Common Name	Scientific Name
Bigleaf maple	<i>Acer macrophyllum</i>
Red alder	<i>Alnus rubra</i>
Pacific madrone	<i>Arbutus menziesii</i>
Dull Oregon grape	<i>Berberis nervosa</i>
Scot's broom	<i>Cytisus scoparius</i>
Salal	<i>Gaultheria shallon</i>
American holly	<i>Ilex opaca</i>
Sword fern	<i>Polystichum munitum</i> var. <i>munitum</i>
Douglas fir	<i>Pseudotsuga menziesii</i> var. <i>menziesii</i>
Bracken fern	<i>Pteridium aquilinum</i>
Cascara	<i>Rhamnus purshiana</i>
Himalayan blackberry	<i>Rubus discolor</i>
Salmonberry	<i>Rubus spectabilis</i>
Trailing blackberry	<i>Rubus ursinus</i>
Pacific willow	<i>Salix lasiandra</i>
Western red cedar	<i>Thuja plicata</i>
Western hemlock	<i>Tsuga heterophylla</i>
Evergreen huckleberry	<i>Vaccinium ovatum</i>
Red huckleberry	<i>Vaccinium parvifolium</i>

Common and scientific names from *Flora of the Pacific Northwest*, Hitchcock and Cronquist 1973.

The coniferous portions of the site consist of young to mature Douglas fir and western hemlock. Several western redcedar were observed along Borgen Blvd. Hardwoods present on the site include red alder, Pacific madrones, and Pacific willow, with several bigleaf maple also present to the east. The understory vegetation is dominated by dense salal and evergreen huckleberry. Red huckleberry, sword fern, and bracken fern are present to a lesser extent, and typically dominate the areas of open canopy coverage. Non-native species were observed on the site, however they occurred quite infrequently. Non-native species observed include American holly, Scot's broom, and Himalayan blackberry.

No wetlands or stream channels were observed on the site. Areas of inundation were observed adjacent to Borgen Blvd. However, based on local knowledge and a lack of hydrophytic vegetation, these areas are not classified as wetlands. Precipitation runoff flowing down-gradient to the south is impounded by the presence of Borgen Blvd. It appears these areas were depressions leading to the south prior to the construction of the road. There is no hydrophytic vegetation present in these areas, and the evergreen huckleberry and salal that is present show signs of distress. These plants are upland species, and are likely distressed from the inundated conditions they are presently subjected to.

As mentioned previously, no wetlands or wetland-related issues were identified on the Bingham Property. If you have any questions, please call me at (253) 573-9314.

Sincerely,



Scott Maharry

Biologist

GRETTIE ASSOCIATES<sup>LLC</sup>

July 9, 2003



First Western Development Services, Inc.  
1359 N 205th Street, Suite B  
Shoreline, WA 98133

Daly • Standlee & Associates, Inc.

4900 S.W. Griffith Drive  
Suite 216  
Beaverton, Oregon 97005  
(503) 646-4420  
Fax (503) 646-3385

Attn: Dale Pinney


Re: **Gig Harbor Costco Site Analysis**  
DSA File #: 125032

At your request, Daly-Standlee & Associates, Inc. assessed the relative environmental noise impacts of a Costco Warehouse store at two sites under consideration in Gig Harbor, Washington. The "proposed site" is located north of Borgen Boulevard and is the site that your firm seeks to develop. The "alternate site" is located south of Borgen Boulevard and is the site favored by another developer. The environmental noise impact of the "alternate site" relative to the "proposed site" was assessed by examining predicted noise levels and existing environmental noise levels measured at locations near the Canterwood neighborhood residences and the future retirement community proposed to lie between the "proposed site" and Canterwood. The sound reducing effect of the forest presently located on the "proposed site" is included in the predictions of noise radiating from the "alternate site".

The details of noise predicted to radiate from the "proposed site" were furnished to you in a report titled "Gig Harbor Costco Noise Study Report". This report concluded that a warehouse store at the proposed site, with appropriate noise mitigation measures, will have an insignificant environmental noise impact on the existing Canterwood neighborhood and on the proposed retirement community.

Based on the results of the predictions for the alternate site and the proposed site and the existing ambient noise levels at the receiving properties, the environmental noise impacts of the "proposed site" and the "alternate site" will be essentially identical.

Sincerely,  
Daly-Standlee & Associates, Inc.

  
Charles Oppenheimer, PhD  
Engineer

# SHDP ASSOCIATES, LLC

1359 N. 205th Street, Suite B

Shoreline, WA 98133

(206) 533-2181

Fax: (206) 533-2164



June 4, 2003

John Vodopich  
CITY OF GIG HARBOR  
3510 Grandview  
Gig Harbor, WA 98335

PROJECT: 2003 COMPREHENSIVE PLAN AMENDMENT

SUBJECT: NOISE STUDY FOR REVISED APPLICATION S.E.P.A.

Dear John:

Included in our S.E.P.A. for our revised application is a noise study that evaluates impacts of our proposal. IN reviewing the study with our consultant, it was determined that the report that First Western Development Services submitted was a final draft but not a final report. Enclosed for your use is a complete report on the noise element of our S.E.P.A. submittal. The report should replace the one previously submitted. It should be noted that the conclusions and findings are the same in both reports. The real difference is the format and presentation of the information.

I apologize for the inconvenience. Feel free to call me at (206) 533-2181 should you have any questions.

Sincerely,

SHDP ASSOCIATES, LLC

Dale Pinney  
Member

DP:rk

Enclosure



May 23, 2003

Daly • Standlee & Associates, Inc.  
4900 S.W. Griffith Drive  
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(503) 646-4420  
Fax (503) 646-3385

First Western Development Services  
1359 N. 205<sup>th</sup> Street  
Shoreline, WA 98133

Attn: Dale Pinney

From: Daly-Standlee & Associates, Inc.

Charles Oppenheimer, PhD  
Acoustical Consultant

Kerrie G. Standlee, P.E.  
Principal

**Re: Gig Harbor, WA Costco Noise Study Report**  
DSA File #: 125031

### **Introduction**

Costco Wholesale Corp. is proposing to build a warehouse store in Gig Harbor, WA on Borgen Boulevard just north of an existing Albertsons grocery market. However, before the store can be constructed on the proposed site, the zoning of the property needs to be changed to allow the construction. The City of Gig Harbor has requested that a SEPA review be undertaken to define and address the impacts that might be expected to occur as a result of the zone change.

The SEPA review required for the proposed site includes a review of the noise that might be generated on the site as a result of the zone change. To help address the noise issue, Daly-Standlee & Associates, Inc. (DSA) was asked to conduct a noise study and determine:

1. If the development of a Costco store on the site would cause noise impacts in the existing Canterwood residential neighborhood located north of the site.
2. If the development of a Costco store would cause noise impacts in a future retirement community being considered between the Canterwood neighborhood and the subject site.
3. Noise mitigation measures that might be required to minimize any impact revealed by the noise study.

This report presents the results of the study.

## Summary of Findings

The results of the Costco warehouse store noise study show that, noise radiating from the proposed Costco store will have an insignificant impact on the residences in the Canterwood Neighborhood; even if no special noise mitigation measures are added to the store or landscaping. This finding is due to the fact that the noise radiating from the store will always be less than or equal to the ambient noise levels already present in the neighborhood.

The noise radiating from the store will in most instances have an insignificant impact on residential sites located in the Retirement Community Neighborhood. During late night hours, the noise radiating from the rooftop HVAC equipment could generate a significant impact at those sites located immediately adjacent to the north side of the store if all the equipment operated continually during the hour. The likelihood of this condition existing is very small since the late night hours are cooler and the store will not be open for business during those hours. However, to ensure that noise from the rooftop equipment does not present a problem even during those hours, a barrier that stands at least 3 feet above the crest of the berm on the north could be installed along the length of the northern property line.

## Overview of Store Operations Relative to Noise

Details on the store operation that are relevant to noise are described in the following sections. These details were provided to Daly-Standlee & Associates, Inc. by First Western Development Services, Inc.

### Expected Noise Sources

The proposed warehouse store will sell general merchandise and groceries and will provide tire services to motor vehicles at an automotive center. Proposed operating hours at the new store 10 a.m. to 8:30 p.m. weekdays, 9:30 a.m. to 6 p.m. Saturdays, and 10 a.m. to 6 p.m. Sundays.

Noise outside the proposed store will be generated by trash compacting equipment, roof-top HVAC equipment, delivery vehicles, garbage collection trucks, customer vehicles, and pneumatic tire wrenches in the tire shop. The following provides an overview of the operating characteristics of the noise sources expected at the site.

- HVAC units consisting of air conditioning and condensing units will be distributed over the roof of the store. The HVAC units may operate at any time during a 24 hour period on any day of the week, depending on exterior weather conditions, grocery deliveries, customer traffic, etc.
- There will be two trash compactors located outside the store near the northwest corner of the store. The trash compactors are expected to operate on an as needed basis, roughly 1 to 2 times an hour. The compactors are expected to operate for only 30 seconds to one minute each time someone activates the machines.
- Grocery, general merchandise, and vendor trucks will arrive loaded with goods for the store and they will follow the paths shown in Figure 1 to the four loading docks located near the southeast corner of the store. The trucks may arrive at any time throughout the week between 7 a.m. and 10 a.m. The truck engines will



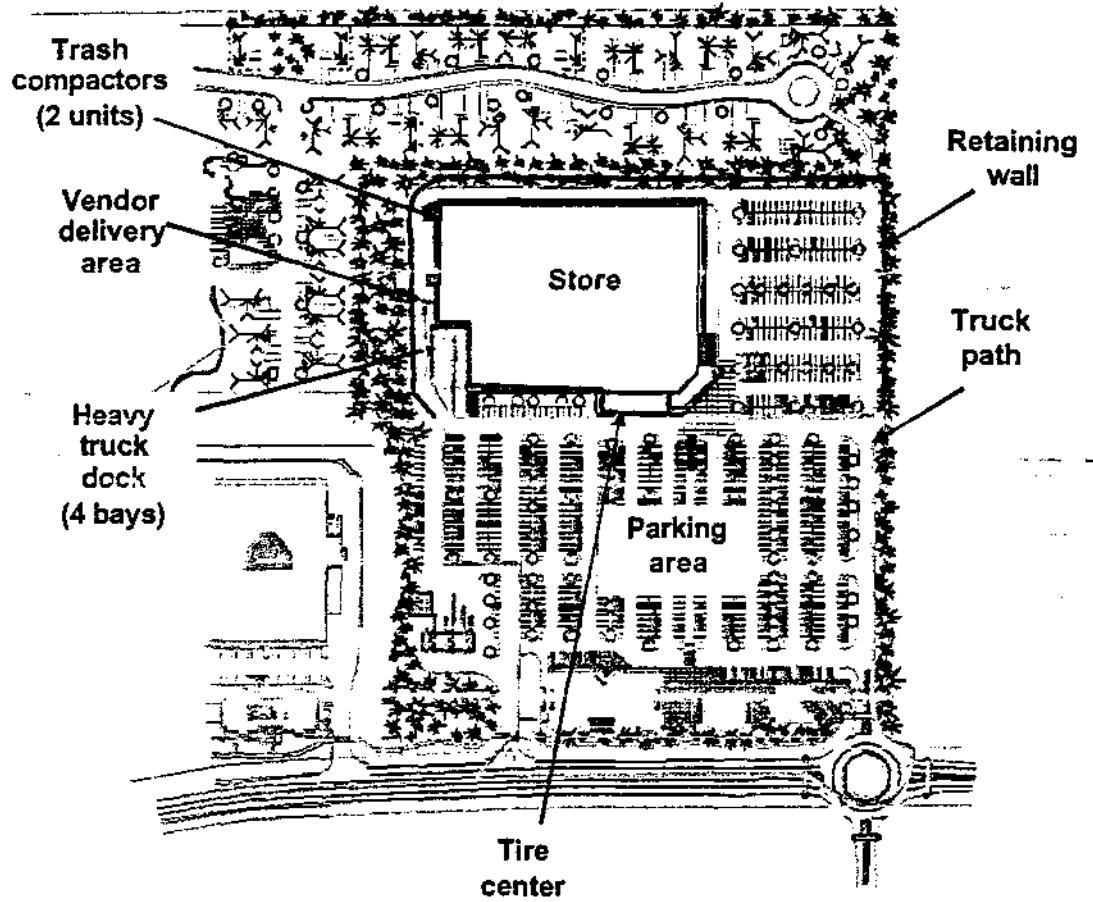


Figure 1: Plan view of the proposed warehouse store showing general locations of noise sources.

generally be shut off immediately after the truck is parked at the dock. The grocery and general merchandise trucks will be heavy tractor type trucks with attached trailers. The grocery trailers will generally have a diesel driven refrigerator units to keep the perishable foods cool during transport. The refrigerators on the trailers will typically be operating upon arrival to the store and they will be left to cycle on and off as needed for approximately 30 minutes while the trailers are unloaded. It is expected that there will be roughly 1 grocery truck, 3 general merchandise trucks, and 2 vendor trucks arriving per hour during the 7 a.m. and 10 a.m. receiving period.

- Customer and employee vehicles will produce noise while driving in the store's parking area, while in the parking stalls with the engine idling, and when vehicle doors are closed. The number of vehicles present in the parking lot will vary over the week and time of day. In general, the heaviest parking lot traffic volumes will occur between 10 a.m. and 11 a.m. on Saturdays, and the lightest volumes will occur during nighttime hours when the store is closed to customers and only employee vehicles are used. It is expected that during the heaviest customer hour, approximately 856 vehicles would enter the parking lot and roughly 856 vehicles would leave the lot. During nighttime hours, it is expected that there would be no more than 10 vehicles entering and 10 vehicles leaving the lot per hour.
- A garbage truck is expected to arrive three times a week during a typical week to pick up garbage from the trash compactors located near the northwest corner of the store. It is expected that garbage collection will occur on those days between 8 a.m. and 5 p.m.
- Sweeping of paved areas will be happen 3 to 5 times a week between 7 a.m. and 8 a.m. Vacuum sweeper trucks and backpack leaf blowers will be used. The vacuum trucks will clean a large majority of the parking area. The backpack blowers will clean corner areas that are not accessible by sweeper truck. The time needed to clean the customer parking and truck path areas will be approximately 45 minutes hour, of which roughly 5 to 10 minutes will be spent using a backpack leaf blower.
- The sidewalks on the south and east sides of the store will be power washed using pressurized water once a month beginning between 7 a.m. and 8 a.m. Each power washing session will generally last one to two hours.
- Activity at the tire center will also generate noise when tire services are provided. Pneumatic wrenches will generate the dominant noise from this part of the store. The tire center facility will be open for service during store hours. The tire center will have 4 bays and it is expected to service a maximum of roughly 12 vehicles per hour.

**Building Information**

Construction features that will affect the noise radiated from the store include the roof, parapets, and the walls. The roof is flat and roughly 27 feet above the paved surface. A parapet extends up from the building walls and provides an impediment to noise radiating from the rooftop HVAC units. The height of the parapet is approximately 5 feet above the roof.

The warehouse store building itself will serve as a noise barrier for receivers north of the store. The store will block noise generated in the parking area by sweeping, power washing, and vehicle use.

Additionally, a fence, berm, and retaining wall along the west and north sides of the store will help to block noise radiating towards receivers north and west of the store. The fence will be built upon a berm supported by a retaining wall. The fence will be built of 1x4 cedar planks mounted on 2x4 wood framing and 4x4 wood posts. The fence will stand 6 feet above the berm. The berm will be 7.5 feet above the retaining wall. The height of the retaining wall will vary according to the natural grade of the land. The retaining wall will be roughly 23 feet above paved surface along the northern property line (the rear of the store) and will be roughly 4 to 5 feet above the paved surface at the intersection of the retaining wall with the northern property line of Albertsons because store construction will involve excavation of land, and the land slopes down heading south. The berm and retaining wall will impede noise propagation, but the fence will provide minimal blocking because of gaps between the planks, especially when the weather is dry and the fence planks contract.

A screen wall will surround the trash compactors near the northwest corner of the store to provide visual and acoustic shielding of the trash compactors. The screen wall will be built of concrete masonry units to a height of 8 feet above the paved surface and will extend 4 feet beyond the ends of the dumpsters connected to the trash compactors.

### **Noise Impact Criteria**

Noise levels generated by the proposed warehouse store were assessed in this study using two criteria:

- 1) Chapter 173-60, "Maximum Environmental Noise Levels", of the Washington Administrative Code (WAC), and
- 2) A "subjective" criteria developed by using people's perceptions about the effect of a change in noise level.

The "Maximum Environmental Noise Levels" criteria is used to determine if the noise levels predicted to radiate from a Costco store operations will be "too loud" when compared to a specified maximum acceptable level. Using this criterion, it is concluded that, if the predicted noise level exceed the maximum allowed by State law, then significant noise impacts can be expected and mitigation measures should be used to reduce the noise levels.

The "subjective" criteria are used to assess the change in the ambient sound levels that will occur at the residential properties around the site if the zone of the site is changed to a commercial zone.

#### **The WAC Maximum Permissible Environmental Noise Levels Criteria**

The regulations (WAC 173-60-040) state that "no person shall cause or permit noise to intrude into the property of another person which noise exceeds the maximum permissible noise levels set forth...in this section" The maximum permissible noise levels are dependent on the use of the land where the noise originates and on the use

of the land where the noise is received. In the regulation, land use is described in terms of an "environmental designation for noise abatement" (EDNA). Land used for retail services is classified as Class B EDNA. Land used for residential purposes, where human beings reside and sleep, is classified as Class A EDNA. Therefore, under the WAC regulation, the Costco warehouse store would be considered a Class B EDNA and residences around the site would be considered Class A EDNA.

Because the regulations are written in terms of noise intruding into property, the permissible noise levels apply anywhere on the receiving property. However, the highest noise levels are usually found at the property line of a receiving property.

The maximum allowable noise levels specified in the WAC regulation depend on the time the noise is present and the length of time the noise is present as well as the EDNA of the source and receiver. Table 1 shows that the noise radiating from a source may be equal to or below what is considered to be a "base" limit for an entire hour. However, the table also shows the noise radiating from a site may exceed the base limit as long as the noise is not present longer than that shown in the table. For example, a 5 dB allowance is given in the level of noise if the noise is present no more than 15 minutes in an hour. A 10 dB allowance is given in the level if the noise is present no more than 5 minutes in an hour while a 15 dB allowance is given in the level if the noise is present no more than 1.5 minutes in an hour.

**Table 1: WAC maximum permissible noise levels in dBA**  
 Daytime hours are 7 a.m. to 10 p.m.  
 Nighttime hours are 10 p.m. to 7 a.m.

Allowance Level	Allowable Duration per hour minutes	Noise Level (dBA)	
		Class A EDNA	
		Daytime	Nighttime
Base Level 0	Unlimited	57	47
Level 1	15'	62	52
Level 2	5'	67	57
Level 3	1.5'	72	62

Note 1: The total times shown are not cumulative. The total time above the base level can not exceed 15 minutes. For example, if the noise level during the daytime varies between the base level of 57 dBA and the maximum level of 72 dBA, the total time above 57 dBA can not exceed 15 minutes and of that 15 minutes, the level can not exceed 62 dBA more than 6.5 minutes and of that 6.5 minutes, the level can not exceed 67 dBA for more than 1.5 minutes.

Compliance with the WAC is determined by computing a noise dose *D* for the noise radiating from a source and that dose is given by the equation:

$$D = \frac{t_1}{T_1} + \frac{t_2}{T_2} + \frac{t_3}{T_3} \text{ (Equation 1)}$$

where,

$t_k$  = the time that the noise level is above allowance level  $k-1$  and below or equal to allowance level  $k$

$T_k$  = the allowable time that the noise level is above allowance level  $k-1$  and below or equal to allowance level  $k$

Using this equation, radiated noise levels are in compliance with the code when the noise dose is less than or equal to one.

The WAC regulation exempts a number of noise sources from the maximum permissible noise limits. Exempt noise sources relevant to the present study include motor vehicles on public roads (WAC 173-60-040 4a) and motor vehicles off public highways (WAC 173-60-040 4l). Other vehicle-specific regulations exist to govern road vehicles (WAC 173-62). It is important to note, however, that these exemptions do not apply to noise received by Class A (residential) EDNA. The noise of customer vehicles, delivery trucks, and garbage trucks therefore must be considered at residential receivers.

***The Subjective Evaluation Criteria***

Gig Harbor is located in Pierce County and is therefore subject to the codes of Gig Harbor and Pierce County. Title 18.04 of Gig Harbor and Title 18D of Pierce County describe the need for an environmental impact statement (EIS) and an assessment of environmental impact when there will be a change in the land use of a site. Gig Harbor Title 9.34 regulates bothersome noise from sirens, engine repair, animals, and audio equipment. Gig Harbor Title 17 regulates noise according to type of land use. However, neither of these codes state specific sound level limits for noise.

Title 8.76.060 of Pierce County does provide specific sound level limits, and those happen to be identical to the maximum permissible environmental noise levels of WAC 173, which is the state code. However, neither the City nor County codes provide specific guidance as to how environmental noise impact should be determined in a SEPA review but the City has indicated a SEPA review should consider the change that will be caused by the proposed action.

It was therefore necessary to develop a definition of what change in the existing noise level constitutes a significant impact. To do this, we referred to guidance provided by the Environmental Protection Agency (EPA) and the Federal Highway Administration (FHWA). Those two agencies have noted that most people find a 3 dBA increase in noise to be insignificant, a 5 dBA increase is noticeable, and a 10 dBA increase is significant. Therefore, in this analysis, a change in environmental noise levels of 0 - 4 dB is defined as "insignificant" and mitigation of noise is not required, a change of 5 - 9 dB is defined as "significant" and mitigation should be considered especially if the noise levels are above the WAC standards, and a change of 10 dB or more is defined as "serious" and mitigation measures should be used to reduce the amount of change to less than 10 dB. This type of evaluation has been used by the Federal Highway Administration in assessing impacts from highway noise and by many State and local governments in assessing noise sources.

## Developing the Subjective Criterion

### *Measurement of Existing Ambient Noise Levels*

#### Measurement Procedures

An assessment of an increase in noise levels requires the measurement of the existing environmental noise levels. Ambient noise levels were measured from 8 a.m. on Saturday, May 3 through 2 p.m. on Sunday May 4. This measurement period was selected because it contains the shopping period expected to be the busiest during the week (Saturday store hours), and the time of the week expected to be the quietest (the early hours of Sunday morning). The measurement locations selected were selected because the noise levels at those locations were found to be representative of the noise environments at current and planned residences in the vicinity of the store. The measurement locations are shown in Figure 2.

Measurement Location 1 was roughly 20 feet south of the southern property line of 5014 Bridlepath Drive, a residence under construction, and its ambient noise levels are considered representative of those found at residences in the Canterwood residential neighborhood. Measurement Location 2 was roughly 450 feet east of the northeast corner of the Albertsons grocery market and its ambient noise levels are considered to be representative of the ambient noise levels that will be found at future residences that will be constructed on the property located between the existing Canterwood neighborhood and the shopping center that will include the proposed Costco store.

Ambient noise levels were measured using Larson Davis Model 700 sound level meters. These meters meet the American National Standard Institute (ANSI) requirements for Type 2 sound level meters. The meters were placed at the measurement locations roughly 5 feet above ground. The meters were set to fast response and were programmed to record the  $L_{03}$ ,  $L_{08}$ ,  $L_{25}$  and  $L_{90}$  hourly statistical noise levels. A statistical noise level  $L_{xx}$  is the noise level exceeded "xx" percent of a measurement period. The  $L_{03}$ ,  $L_{08}$ ,  $L_{25}$  noise levels were recorded because they provide data that can be compared to WAC noise level allowance durations of 1.5, 5, and 15 minutes (which correspond to 2.5%, 8.33%, and 25% of the hour respectively). The hourly maximum noise level,  $L_{max}$  was also recorded.

#### Measurement Results and Observations

Recorded noise levels are shown in Figure 3 for the two measurement locations. Traffic on Highway 16 was observed to be an important component of the ambient noise during the measurement period. Sound from chirping birds and frogs, rustling leaves, and rainfall were also observed. A relatively continuous component of highway traffic noise was observed to have the greatest influence the hourly  $L_{25}$  noise level during daytime hours. The passage of especially noisy heavy trucks was observed to influence the daytime hourly  $L_{08}$  noise level. Chirping birds were observed to influence the hourly  $L_{03}$  and hourly  $L_{08}$  levels found during the day.

The wind blew at roughly 5 miles per hour from the south for roughly two hours before rain began at roughly 12:30 p.m. on Saturday. After this time rainfall was highly variable and localized. Periods of no rain were interspersed with long periods

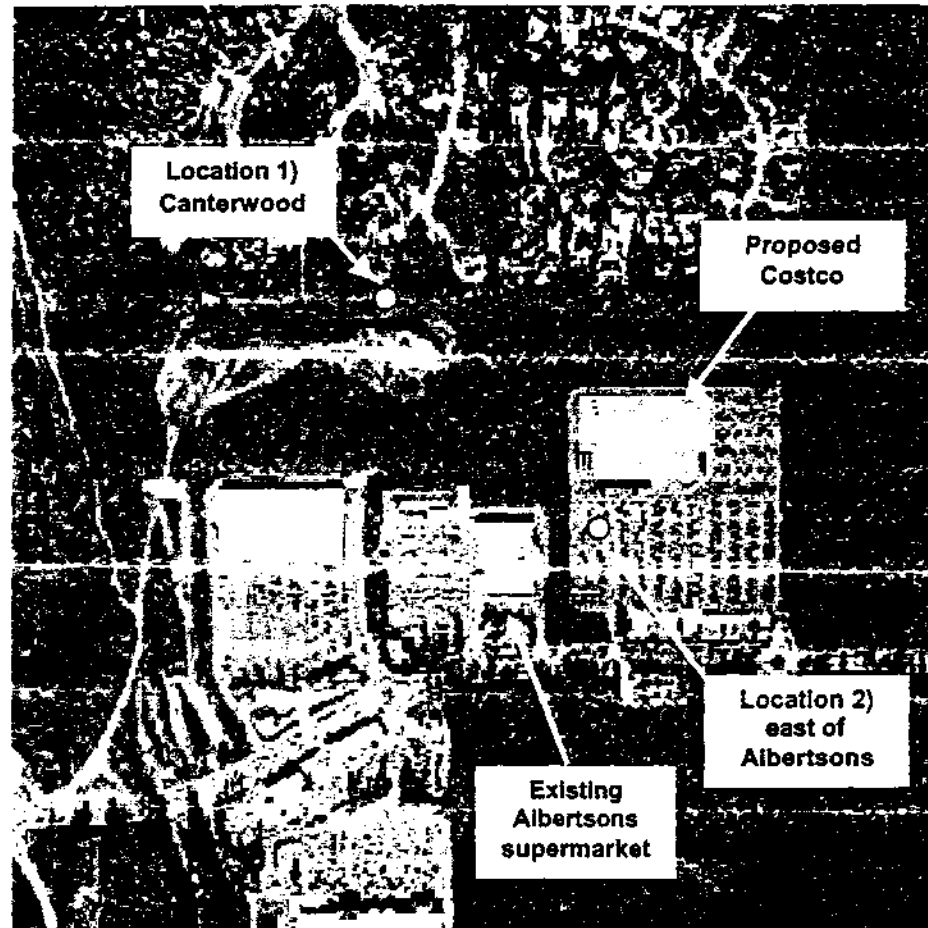
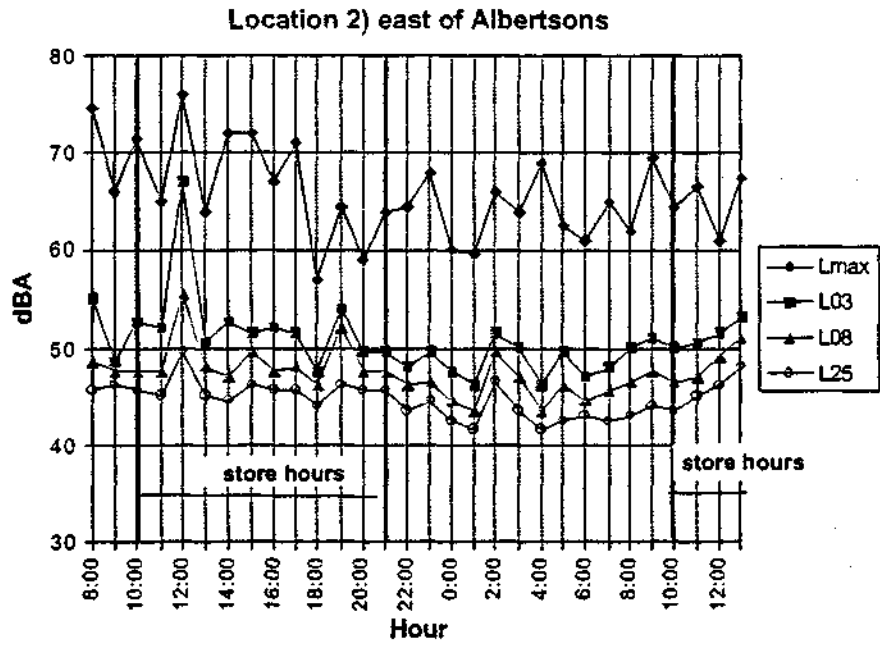
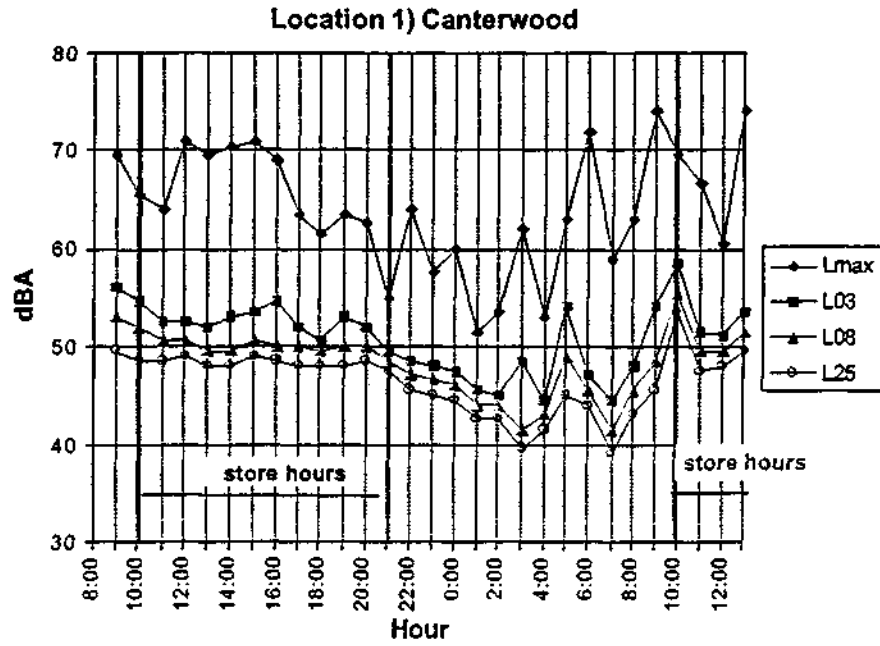


Figure 2: Ambient noise measurement locations (the image of the Costco warehouse store has been drawn into the photo and does not currently exist).



**Figure 3: Ambient noise levels measured in the vicinity of the proposed Costco site at two locations.**



of drizzle. A downpour of rain lasting 15 to 20 minutes was observed in the area beginning on Saturday at roughly 12:30 p.m. The downpour appears to have been responsible for peaks in the statistical levels during the 12 p.m. hour at Location 1 but not at Location 2. This may have been due to the fact that Location 1 was less densely populated by trees than Location 2 and the rain was able to create more noise near the measurement instrument. The peaks in the hourly statistical noise levels during the 5 p.m. hour are likely due to an increase in traffic volume on Highway 16. The peaks in the hourly statistical noise levels during the 5 a.m. hour on Sunday morning are likely due to birds because that is the time when birds were noted to first begin to communicating with one another in the early morning. Interestingly, the hourly statistical noise levels found during that hour are comparable to those found during many of the louder daytime hours.

In order to assess the change in noise level caused by the proposed Costco store, the ambient noise levels must be defined for the hours during which store related noise will occur. Since the ambient noise levels present during store's Saturday operating hours, 10 a.m. to 9 p.m., are relatively constant and due to normal activity like traffic and birds, the ambient levels for daytime hours were obtained by averaging the hourly noise levels over the Saturday store hours after discarding the highest hourly noise levels (done to reduce the influence of rain on the measured levels). For nighttime hours, representative hourly statistical noise levels were obtained by averaging the measured hourly noise levels found during the quietest hours of the night, namely the 1 a.m., 3 a.m., and 4 a.m. hours. The resulting ambient noise levels used to assess ambient noise change are presented for daytime and nighttime hours in Table 2.

**Table 2: Hourly ambient statistical noise levels at Residential Receivers**

Receiver Location	Noise Level (dBA)							
	Daytime				Nighttime			
	L <sub>max</sub>	L <sub>03</sub>	L <sub>05</sub>	L <sub>25</sub>	L <sub>max</sub>	L <sub>03</sub>	L <sub>05</sub>	L <sub>25</sub>
Location 1) Canterwood Neighborhood	66	52	50	48	60	49	48	47
Location 2) Retirement Community Neighborhood	67	51	48	45	64	49	47	45

**Noise Impact Criteria Based on Ambient Measurements**

The "subjective" change in noise level criteria for the warehouse store development were determined by considering the measured ambient statistical noise levels and the perceived impact caused by an increase in environmental noise (discussed in the "Subjective Evaluation Criteria" section). If the noise generated by the store caused an increase to any of the hourly statistical noise levels shown in Table 2 by only 0 to 4 dB, then it was concluded that the noise generated by the store would have an "insignificant" impact on the neighborhoods and no mitigation of the noise generated by the store would be necessary. If the noise generated by the store caused an increase to any of the hourly statistical noise levels shown in Table 2 by 5 to 9 dB, then it was concluded that the noise generated by the store would have a "significant" impact on the neighborhoods and it may be desirable to include noise mitigation measures in the development of the store. If the noise generated by the store caused an increase to any of the hourly statistical noise levels shown in Table 2 by 10 dB or more, then it was concluded that the noise generated by the store would have a "serious" impact on the

neighborhoods and noise mitigation measures would be required to reduce those impacts.

### **Warehouse Store Generated Noise Levels**

To help assess the noise generated by the proposed warehouse store, the noise that will radiate from the site was predicted at various points in the Canterwood Neighborhood and the future Retirement Community Neighborhood. Predictions were made for the locations shown in Figure 4.

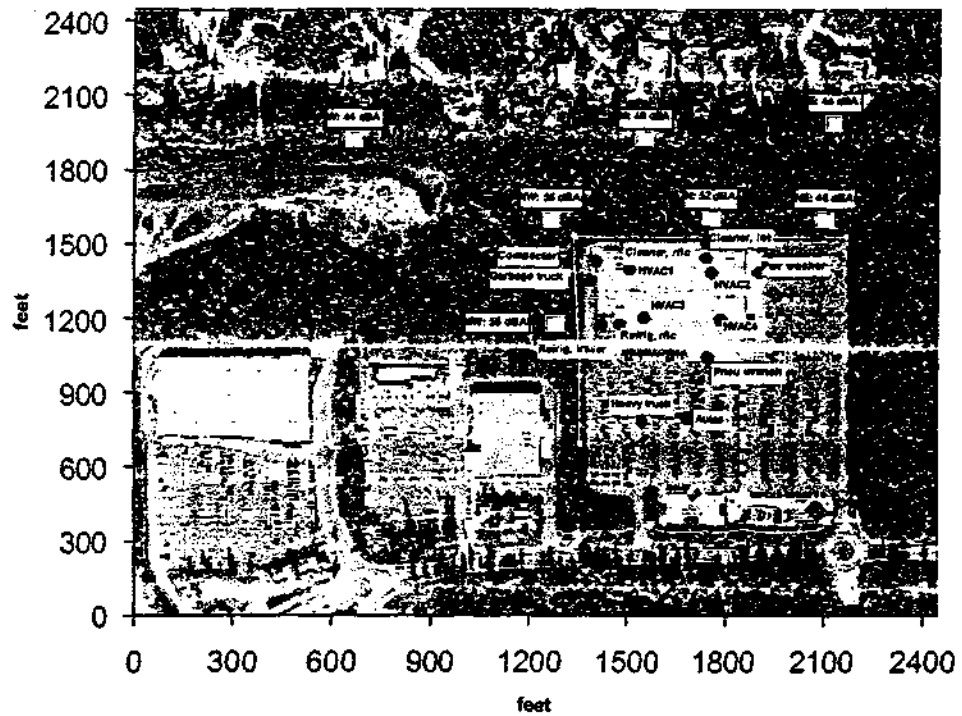
The predictions were made using a computer program developed in-house by DSA that is based on established acoustical sound propagation equations presented in reference materials such as the "Handbook of Acoustical Measurements and Noise Control, Third Edition" by Cyril M. Harris (McGraw-Hill Inc., 1991). The program can take into account the effects of distance, atmospheric absorption, and man-made and natural barriers between the sound source and the receiver. The program can also take into account the influence of trees located between the source and receiver and in the case of the residences north of the site, there is a significant stand of trees present. However, because there are plans for development of the property between the store and the Canterwood Neighborhood, and many of the trees will most likely be removed, the influence of trees on sound propagation from the store was not included.

The intent of the analysis is to compare the greatest amount of noise that can possibly be radiated from the warehouse store operations to the noise criteria. Noise radiating from the warehouse store is predicted assuming an operating scenario that tends to overstate the amount of equipment that operates simultaneously and understate the distance between the equipment and the receivers. The predicted noise levels are therefore a result of a "worst case" scenario that most likely will never exist. Thus it is concluded that, if the noise levels with a conservative scenario meet the criteria, the actual operation, which will be quieter, will also meet the criteria.

In predicting the noise that will radiate to residences from the warehouse store, noise was first predicted using the proposed development plan that includes a screen wall built upon a berm supported by a retaining wall.

The hourly operating scenarios used in the noise analysis were based on operational information provided by First Western Development Services, Inc. which obtained its information from Costco Wholesale Corp. and other Costco warehouse stores. The duration of operation of the various pieces of equipment is important in this analysis because of the allowable durations inherent to the WAC noise code. For example, the trash pickup operation, which lasts 4 minutes, may affect allowance level 3 only because of its 1.5 minute allowance duration. Allowance levels 1 and 2, with allowance durations of 15 and 5 minutes, respectively, are not affected.

Noise radiation from the store is predicted for the expected loudest nighttime and daytime operating scenarios, which are described below. These scenarios are defined to overstate the noise levels radiating during the loudest hour of store operation during the daytime and nighttime periods.



**Figure 4: Daytime noise levels radiated from the proposed Costco store without noise mitigation other than the proposed retaining wall and berm along the west, north, and east sides of the property. The locations of the noise receptors (yellow), noise sources (red), and topographical land and structure features (orange) are shown. Cleaning is occurring north of the store in this prediction.**

### **Operating Scenarios Used In Nighttime Hour Noise Predictions**

The loudest nighttime hour happens from 10 p.m. to 11 p.m., after customers have left and there is occasional maintenance and security personnel activity. The scenario during this hour is:

1. Ten automobiles arrive and ten automobiles depart during the hour. Each auto uses a total of 1 minute to access and depart the parking area. The autos are assumed to either arrive individually so that the equivalent of one car is driven in the parking area for 20 minutes of the hour, or arrive simultaneously so that the equivalent of two cars are driven in the parking area for 10 minutes of the hour. The customers are assumed to park immediately in front of the store.
2. On-site vehicles drive 15 miles per hour.
3. All rooftop ventilation units operate simultaneously for more than 15 minutes of the hour.
4. Weather conditions are 70% humidity and 50 degrees Fahrenheit.

Full operation of the ventilation units is considered even though generally less than all of the units will operate during normal conditions. In addition, the assumed weather conditions are highly conducive to sound propagation; radiated noise will generally be lower for other combinations of temperature and humidity. The prediction of radiated noise that follows from these scenarios is the loudest that can possibly occur during a nighttime hour (10 p.m. to 7 a.m.), and the prediction almost always overstates the amount of noise that will radiate from warehouse store during the late night hours.

### **Operating Scenario Used In Daytime Hour Noise Predictions**

The daytime scenario is identical to the nighttime scenario except for the following aspects:

1. One grocery truck, three general merchandise trucks, and two vendor trucks arrive and depart, following the truck path. The grocery and general merchandise trucks park at the truck dock. The vendor trucks park at the vendor delivery area. The trucks shut off after parking to unload. The arrival and subsequent departure of each truck is assumed to require 3 minutes. Trucks arrivals and departures are assumed not to overlap in time. The truck arrivals and departures therefore occupy 18 minutes, or 30% of the hour.
2. The grocery trailer refrigerator operates during the arrival and continues to operate at the loading dock for an hour while groceries are unloaded.
3. A garbage truck arrives and spends a total of 4 minutes with the engine operating at a high rpm emptying the dumpsters near the northwest corner of the store.
4. The trash compactor operates intermittently for no more than 1 minute of an hour or 2% of an hour.

5. The parking lot is cleaned for 45 minutes during which a vacuum sweeper truck operates for 40 minutes and a backpack blower operates for 5 minutes. The movement of these cleaning machines is as follows: 2 minutes in the alley west of the store, 1.7 minutes in the alley north of the store, 11 minutes in the parking area directly east of the store, 10 minutes in the eastern third of the lot south of the store, and 20 minutes in the western two-thirds of the lot south of the store.
6. Power washing occurs over the walkways located south and east of the store. An hour is spent washing the south walkway, and another hour is spent washing the east walkway.
7. There are 856 customers arriving and 856 customers departing the store during the loudest hour. Each customer is assumed to arrive independently and take a total of 1 minute to access and depart the parking area. Therefore, there is, on average, the equivalent of 16 cars are being driven at all times during the hour. The customers are assumed to park anywhere in the parking area with equal likelihood.
8. Pneumatic wrenches in the tire center operate intermittently for no more than 16 minutes or 27% of an hourly period. This amount of time is required to service 12 cars per hour in the 4-car bay of the tire center, with 4 tires being serviced per car, 5 wheel nuts being loosened and tightened per car, and 2 seconds of pneumatic wrench per nut loosening or tightening operation.

The described scenarios are conservative in the sense that they consider many noise sources to operate at the same time, when in fact many of these combinations are unlikely or even impossible. For example, the daytime scenario considers simultaneous vacuum sweeping, power washing, truck arrivals, garbage pickup, trash compaction, pneumatic tire wrench use, and customer traffic. Customer traffic will never happen at the same time as the sweeping and washing because the cleaning operations will complete before the store opens. Garbage pickup is very likely to occur after the cleaning operations are completed, usually by 8 a.m. Moreover, the sweeping and power washing will often happen on different days of the week.

Moreover, when the sources operate simultaneously, if they do, the sources are placed to maximize the amount of received noise radiation. For example, the vacuum sweeper and power washer are situated east of the store for receivers north of the store, and are situated south of the store for receivers east of the store.

The scenarios are also conservative because the loudest type of truck, a grocery truck, is used to model all of the truck arrival events. Grocery trucks are loudest because they are heavy trucks, which larger than vendor trucks, and because they have a diesel powered trailer refrigerator, which is not found on general merchandise and vendor trucks.

**Reference Noise Data Used In Predictions**

Warehouse store noise sources and their overall noise source levels are listed in Table 3. The noise source reference data have various origins. Noise source data for some equipment was measured at a Costco warehouse store in Tigard, Oregon. Other noise source data were furnished by First Western Development Services, Inc. in the form

of manufacturer data excerpted from a noise study of other Costco stores. The remaining noise source data were taken from DSA files or from reference texts.

**Table 3: Warehouse store source noise levels at reference distance of 50 feet**

Source	Noise Level (dBA)	Origin of Noise Data
Automobile, 15 mph	50	FHWA* model
Backpack blower	80	Measured at Tigard, OR Costco
HVAC units, rooftop	62	Manufacturer data
Pneumatic tire wrench	76	DSA in-house data
Power washer	75	Measured at Tigard, OR Costco
Trailer refrigerator (diesel)	66	Manufacturer data
Trash compactor	60	Manufacturer data
Garbage truck, handling dumpster	80	DSA in-house data
Heavy truck passby (general merchandise and grocery trucks)	72	Manufacturer data
Medium truck (vendor truck)	69	FHWA* model
Vacuum truck	79	Measured at Tigard, OR Costco

\*Federal Highway Administration

**Prediction Results**

The overall noise source levels of Table 3 along with their noise source spectra were used to the noise levels that will radiate to the Canterwood Neighborhood and the future Retirement Community Neighborhood. Sound absorption by air and sound shadowing by buildings and walls are frequency-dependent phenomena.

The predicted highest possible warehouse store hourly statistical generated noise levels are given in Tables 6 and 7 for the various activity scenarios expected at the store. The ambient hourly statistical noise levels are also presented for comparison. Printouts of the computer generated calculations for the table are presented in the Appendix. A computer generated noise prediction image illustrating the prediction locations is shown in Figure 4. The predicted levels in the tables and figure are based on the assumed operating conditions presented earlier and those conditions will most likely never occur. Therefore, the levels presented should be considered very conservative. The predicted noise levels include the presence of the retaining wall and berm along the west, north, and east property lines.

**Table 4: Predicted highest daytime hourly  $L_{max}$ ,  $L_{03}$ ,  $L_{08}$  and  $L_{25}$  noise levels radiating from the proposed site without any mitigation other than the proposed berm and retaining wall along the west, north, and east boundaries. The predicted levels include the effect of multiple noise sources and are shown for a number of vacuum sweeper locations over the paved surface surrounding the store.**

Neighborhood	Receiver Location	Noise Level (dBA)							
		$L_{max}$		$L_{03}$		$L_{08}$		$L_{25}$	
		Store	Amb	Store	Amb	Store	Amb	Store	Amb
Canterwood	West <sup>1</sup>	45	66	45	52	42	48	42	48
	Middle <sup>1</sup>	48	66	48	52	47	48	47	48
	East <sup>1</sup>	46	66	46	52	46	48	45	48
Retirement Community	Northeast <sup>1</sup>	52	67	52	51	52	47	47	45
	North <sup>1</sup>	54	67	54	51	52	47	50	45
	Northwest <sup>1</sup>	56	67	56	51	49	47	49	45
	Midwest <sup>1</sup>	57	67	57	51	49	47	49	45

Note 1: See Figure 4 for receiver locations

**Table 5: Predicted highest nighttime hourly  $L_{max}$ ,  $L_{03}$ ,  $L_{08}$  and  $L_{25}$  noise levels radiating from the proposed warehouse store, without any mitigation other than the proposed berm and retaining wall along the west, north, and east boundaries.**

Neighborhood	Receiver Location	Noise Level (dBA)							
		$L_{max}$		$L_{03}$		$L_{08}$		$L_{25}$	
		Store	Amb	Store	Amb	Store	Amb	Store	Amb
Canterwood	West <sup>1</sup>	41	60	41	49	41	50	41	47
	Middle <sup>1</sup>	46	60	46	49	46	50	46	47
	East <sup>1</sup>	44	60	44	49	44	50	44	47
Retirement Community	Northeast <sup>1</sup>	46	64	46	49	46	48	46	45
	North <sup>1</sup>	50	64	50	49	50	48	49	45
	Northwest <sup>1</sup>	48	64	48	49	48	48	48	45
	Midwest <sup>1</sup>	47	64	47	49	47	48	47	45

Note 1: See Figure 4 for receiver locations

### Discussion of Prediction Results and Assessment of Impact

#### Canterwood Neighborhood

The results presented in Table 4 and 5 show that the noise radiating from the Costco store to the Canterwood Neighborhood will basically be less than that noise already present in the neighborhood and caused by traffic on Highway 16 and local noise sources. The topographic features of the site have been used very effectively along with the store layout to minimize the amount of sound that will radiate from equipment located at the store the vehicles that will visit the store including trucks and the parking lot sweeper. By pushing the store to the north side of the property and orienting the store with most of the parking lot on the south side of the site and the front door and the tire center facing south, the elevated ground along the north and

west sides of the site behind the tall retaining wall acts as a very effective barrier to sound traveling to the neighborhood.

In terms of noise impacts in the Canterwood Neighborhood, the noise radiating to the neighborhood from the warehouse store was assessed by computing noise dose caused by the store using Equation (1) and the predicted levels in Tables 5 and 6 and considering the change in ambient noise levels expected to be found when the store is built. The noise dose values for all receiver locations in the Canterwood Neighborhood during daytime and nighttime hours were computed to be zero because the levels are so far below that allowed under the WAC code. Therefore, according to the WAC criteria, there will be no noise impacts associated with the commercial development on the site.

When the change in ambient noise level criteria is considered, it can be seen that during daytime and nighttime hours, there will be 0 to 3 dB change in the ambient hourly statistical noise levels and the specific amount depends on the location of the receiver relative to the store. Those receivers located closer to the store will see up to a 3 dB change in their ambient noise but those residences further from the store will not experience a change at all. Thus, based on the "subjective" criterion of the change in the ambient noise, there will be an "insignificant" noise impact in that neighborhood.

Based on the assessment of the noise reaching the Canterwood Neighborhood using the two criteria, noise impacts in the neighborhood will be non-existent to insignificant and noise mitigation measures will not be required at the store.

***Retirement Community***

The results presented in Table 4 and 5 show that during the daytime hours, the maximum noise levels radiating from the Costco store to the nearest homes in the future Retirement Community Neighborhood will be less than that currently found at the home sites. The hourly  $L_{03}$ ,  $L_{08}$  and  $L_{25}$  noise levels radiated to the sites will be a little higher than that already found at the sites. However, it should be pointed out that this finding is only true at the home sites located immediately adjacent to the store property. Those home sites in the neighborhood located further from the store property will experience changes less than that shown in Table 4 and 5. Again, in the case of the Retirement Community Neighborhood, the topographic features of the store site have been used very effectively along with the store layout to minimize the amount of sound that will radiate from equipment located at the store the vehicles that will visit the store including trucks and the parking lot sweeper.

In terms of noise impacts in the Retirement Community Neighborhood, the noise radiating from the warehouse store to the nearest home sites in the neighborhood was assessed by computing noise dose caused by the store using Equation (1) and the predicted levels in Tables 5 and 6 and considering the change in ambient noise levels expected to be found when the store is built. The noise dose values for all receiver locations in the Retirement Community Neighborhood during daytime hours were computed to be zero because the levels are generally so far below the WAC code limits. During the night, the noise dose at the northeast and Midwest receivers is zero but it is above 100% at the north and northwest receivers. The exposure levels above 100% indicate the WAC code limits will be exceeded at those receivers unless



mitigation measures are included to address the noise source of concern. In this instance, the noise from the rooftop equipment is the source of the noise but it should be understood that the result was a function that it was assumed that all the air conditioning equipment would be operating continually throughout the hour. In reality, after 10 p.m., there will most likely be very few times when the all the equipment operates, and when any of the equipment operates continually. Therefore, this assessment is a very conservative assessment of the conditions.

When the change in ambient noise level criteria is considered, it can be seen that during daytime hours, there will be no change in the maximum noise levels found at the residences. The hourly  $L_{03}$  will change from 4 to 7 dB depending on location. The hourly  $L_{08}$  will change from 4 to 6 dB and the hourly  $L_{25}$  level will change from 4 to 6 dB both depending on the location of the receivers.

During the nighttime hours, there will be no change in the maximum noise level found in the neighborhood. The hourly  $L_{03}$  and  $L_{08}$  noise levels will change between 2 and 4 dB depending on the location of the individual receivers. The hourly  $L_{25}$  noise level will change between 4 and 5 dB at the various locations. Thus, based on the "subjective" criterion of the change in the ambient noise, there will be an "insignificant" to "significant" noise impact in the neighborhood with those receivers located nearest the store receiving the highest impact. Based on the results of the analysis presented here, mitigation of noise radiating to the homes sites nearest the north side of the store should be considered.

### **Noise Mitigation Measures**

The plan for the Costco warehouse store has been well designed with respect to minimizing the noise radiating from store activities, especially to the Canterwood Neighborhood residences and most of the residential sites that will be located in the Retirement Community Neighborhood. Noise mitigation measures have already been designed into the proposed store plans, such as the truck docks, the majority of the parking area, the tire center and its pneumatic wrenches, and the store walkways to be power washed, have been placed and oriented at the store in such a manner that a large majority of the noise will be radiated south and away from the residential neighborhood. The store building itself will be a very effective noise barrier. The store has been designed with 5 foot high parapets around the roof that enhance the noise reduction features of the store. The proposed construction plan involves excavating a "terrace" into the existing sloped land, with a retaining wall up to 23 feet high and a 7.5 foot high berm along the west, north, and south property lines. The wall and berm will create a highly effective noise barrier for trucking, sweeping, and garbage pickup activities. The store building, in conjunction with the wall and berm, will be even more effective in reducing the noise of power washing, sweeping, trucking activities, since these activities will usually occur at locations that allow the store, retaining wall and berm to create a double barrier against noise radiating to the Canterwood residences.

In addition, operational policies will control noise radiation. Delivery truck traffic will be required to drive in the front of the store, away from the residences, and will be prohibited from driving on paved surfaces that are west, north, and east of the store

building so that the store building, retaining wall, and berm will shield residential receptors from the noise produced by these activities. Vacuum sweeping of paved surfaces is planned to occur during daytime hours, sometime between 7 a.m. and the opening of the store at 10 a.m., so that residences will not be exposed to sweeping noise during the night. Finally, all delivery trucks serving the store will arrive during daytime hours between 7 a.m. and 10 a.m.

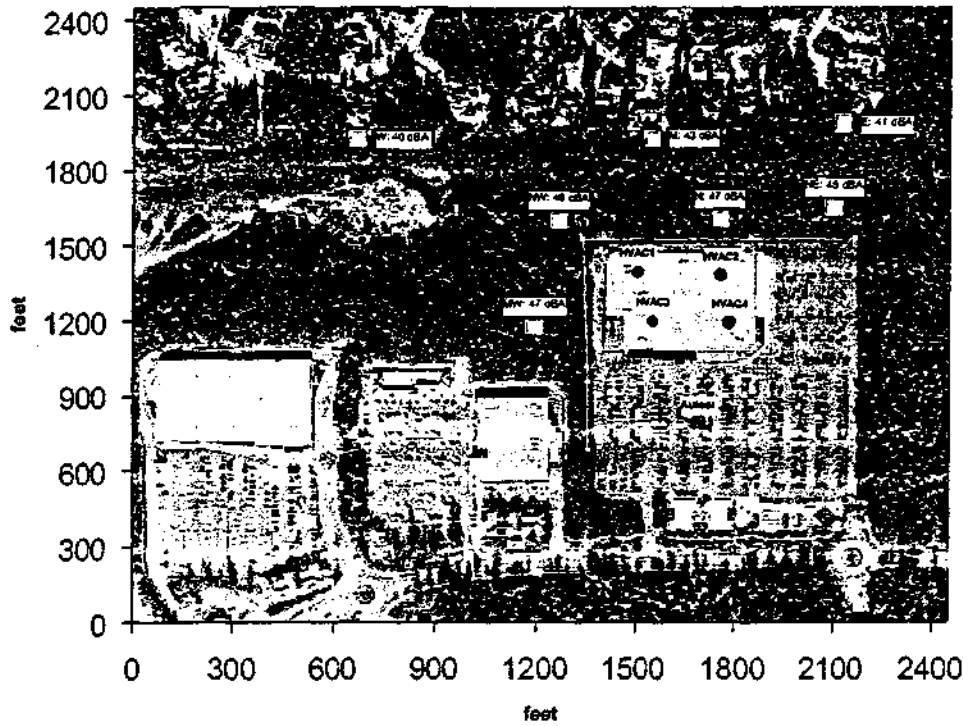
The attention given to noise in the layout and construction plans of the proposed Costco warehouse is evidenced by the small amount of additional noise mitigation required to minimize noise impacts at even those residences located immediately adjacent to the store. The proposed store design will produce no daytime noise issues, as noted above.

Based on the results of the noise analysis, impacts of significance may occur at those residences immediately adjacent to and north of the store during nighttime hours if all of the rooftop HVAC units are running continually at maximum load; a highly unlikely situation given that nighttime temperatures are generally cooler than daytime temperatures and given that there will be no customers in the store during nighttime hours. However, to ensure impacts will always be insignificant, the rooftop HVAC unit generated noise may be mitigated by introducing a sound wall that stands at least 3 feet above the crest of the berm along the length of the northern property line. With this mitigation in place the noise levels are predicted to be those shown in Table 6 and Figure 5, and the noise dose is zero at all receiver locations. All issues due to compliance with the noise limits of the WAC and environmental noise impact will therefore be satisfied with the described noise mitigation measures.

**Table 6: Predicted highest nighttime hourly L<sub>25</sub> noise levels radiating from the proposed warehouse store to those residences immediately north of the store, with recommended additional mitigation consisting of a sound wall along the northern property line.**

Receiver Location	Noise Level (dBA)
Northeast	45
North	47
Northwest	46

Note 1: See Figure 4 for receiver locations



**Figure 5: Nighttime noise levels radiated from the proposed Costco store with the recommended noise mitigation, showing the locations of the noise receptors (yellow), noise sources (red), and topographical land and structure features (orange).**



### **Conclusion**

The results of the Costco warehouse store noise study show that, noise radiating from the proposed Costco store will have an insignificant impact on the residences in the Canterwood Neighborhood; even if no special noise mitigation measures are added to the store or landscaping. This finding is due to the fact that the noise radiating from the store will always be less than or equal to the ambient noise levels already present in the neighborhood.

The noise radiating from the store will in most instances have an insignificant impact on residential sites located in the Retirement Community Neighborhood. During late night hours, the noise radiating from the rooftop HVAC equipment could generate a significant impact at those sites located immediately adjacent to the north side of the store if all the equipment operated continually during the hour. The likelihood of this condition existing is very small since the late night hours are cooler and the store will not be open for business during those hours. However, to ensure that noise from the rooftop equipment does not present a problem even during those hours, a barrier that stands at least 3 feet above the crest of the berm on the north could be installed along the length of the northern property line.



## **Appendix: Noise Prediction Computer Printouts**

Analysis: Gig Harbor Costco, sweeper north of store  
 Prediction: L00  
 Time period: day (worst case hour)  
 Layout: proposed

Analyst: CHO  
 Date: 23-May-03

EX = sources exempt from noise codes  
 NX = non-exempt sources subject to noise codes  
 X = all sources (exempt and non-exempt)

RECEIVER NOISE LEVELS

Location	Legal Class	Hgt	Foliage	Predicted	base coords		
					X	Y	Z
W	X	5	0	45	660	1925	300
M	X	5	0	48	1545	1926	300
E	X	5	0	46	2124	1890	300
NE	X	5	0	48	2007	1603	300
N	X	5	0	54	1752	1606	300
NW	X	5	0	56	1262	1602	300
MW	X	5	0	55	1276	1177	289

NOISE SOURCE DATA

Description	Legal Class	Time Period	Duty	Hgt	Ref Dist	base coords																
						63	125	250	500	1k	2k	4k	8k	A	L03	L08	L25	X	Y	Z		
Autos	EX	day & night	100%	3	50	50	50	46	47	46	42	38	34	50	50	50	50	1682	793	277		
Cleaner, lot	NX	day	3%	4	50	76	74	70	74	72	71	71	71	79	79	79	79	1740	1503	277		
Cleaner, rfc	NX	day	3%	4	50	76	74	70	74	72	71	71	71	79	79	79	79	1743	1440	277		
HVAC1	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1505	1302	304		
HVAC2	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1759	1380	304		
HVAC3	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1550	1194	304		
HVAC4	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1785	1192	304		
Pneu wrench	NX	day	27%	1	50	56	64	66	68	62	67	70	66	76	76	76	76	1746	1039	277		
Pwr washer	NX	day	100%	2	50	73	76	73	69	69	69	65	65	75	75	75	75	1904	1380	277		
Refrig, trailer	NX	day	100%	9	50	70	73	66	63	61	54	49	41	66	66	66	66	1421	1172	275		
Refrig, rfc	NX	day	100%	9	50	70	73	66	63	61	54	49	41	66	66	66	66	1478	1172	275		
Compactor	NX	day	2%	4	50	41	49	50	58	54	52	47	42	59	59	59	59	1404	1427	277		
Garbage truck	EX	day	7%	8	50	84	84	81	78	75	71	67	63	80	80	80	80	1386	1349	277		
Heavy truck	EX	day	30%	8	50	77	77	74	71	68	64	60	56	73	73	73	73	1542	780	277		

SOURCE CONTRIBUTIONS AT RECEIVERS

Receiver	Source	Src Qty	Source Scaling	Receiver Scaling	path mp	effc. diff	barr. lgt	barr. cnt	no barrier											with barrier											Scale ng	legal class	hourly duty	Time Period
									63	125	250	500	1k	2k	4k	8k	A	63	125	250	500	1k	2k	4k	8k	A								
W	Autos	16	none	none	1525	0.33	16	1	32	32	28	29	27	20	19	16	31	27	27	21	21	17	8	5	-1	22	0	EX	100%	ay & nigt				
W	Cleaner, lot	1	none	none	1160	4.87	25	1	48	47	43	46	44	41	42	44	50	39	35	29	29	24	18	18	20	30	0	NX	3%	day				
W	Cleaner, rfc	1	none	none	1187	5.12	42	1	48	47	42	46	44	40	42	43	50	39	35	28	29	24	18	18	19	30	0	NX	3%	day				
W	HVAC1	4	none	none	899	0.01	2	1	48	41	41	38	35	28	29	35	41	43	36	36	33	30	22	24	29	36	0	NX	100%	ay & nigt				
W	HVAC2	4	none	none	1227	0.01	2	1	46	39	39	36	33	25	27	33	39	41	34	35	31	28	20	22	27	34	0	NX	100%	ay & nigt				
W	HVAC3	4	none	none	1152	0.01	2	1	47	40	40	37	34	26	28	34	40	42	35	35	32	29	21	23	28	35	0	NX	100%	ay & nigt				
W	HVAC4	5	none	none	1343	0.01	2	1	46	39	39	36	33	25	28	33	39	42	34	35	31	29	20	22	27	34	0	NX	100%	ay & nigt				
W	Pneu wrench	1	none	none	1402	5.52	61	2	27	34	36	38	31	33	39	36	43	13	18	17	16	7	9	15	12	20	0	NX	27%	day				
W	Pwr washer	1	none	none	1358	5.02	58	1	44	48	44	40	39	36	35	36	45	35	36	30	23	19	13	11	12	27	0	NX	100%	day				
W	Refrig, trailer	1	none	none	1071	1.48	23	1	43	46	39	36	33	24	21	14	38	37	38	29	24	18	7	1	-9	27	0	NX	100%	day				
W	Refrig, rfc	1	none	none	1112	6.44	50	1	43	46	39	36	32	24	21	14	38	33	33	24	18	12	0	-3	-10	21	0	NX	100%	day				
W	Compactor	1	none	none	896	2.66	20	2	16	24	25	32	28	24	21	16	33	5	11	9	13	6	0	-3	-8	12	0	NX	2%	day				
W	Garbage truck	1	none	none	927	2.47	18	1	58	58	55	52	48	43	41	37	54	51	49	44	38	31	23	18	13	40	0	EX	7%	day				
W	Heavy truck	1	none	none	1445	0.39	16	1	47	47	44	41	37	31	29	26	43	42	41	38	33	27	18	14	9	34	0	EX	30%	day				
M	Autos	16	none	none	1142	1.15	25	2	35	35	31	31	30	24	22	19	34	27	25	18	16	12	3	-2	-5	17	0	EX	100%	ay & nigt				
M	Cleaner, lot	1	none	none	466	10.42	23	1	56	55	51	54	52	51	51	52	59	45	41	34	34	30	27	27	28	37	0	NX	3%	day				
M	Cleaner, rfc	1	none	none	525	10.28	40	1	55	54	50	53	51	49	50	51	58	44	40	33	33	29	25	26	27	36	0	NX	3%	day				
M	HVAC1	4	none	none	536	0.02	2	1	53	46	47	44	41	34	35	41	47	49	42	42	39	36	29	29	34	42	0	NX	100%	ay & nigt				
M	HVAC2	4	none	none	586	0.01	2	1	53	46	46	43	41	33	35	40	46	48	41	41	38	35	28	29	33	41	0	NX	100%	ay & nigt				
M	HVAC3	4	none	none	732	0.01	2	1	51	44	44	41	38	31	32	38	44	46	39	39	36	33	26	26	31	39	0	NX	100%	ay & nigt				
M	HVAC4	5	none	none	772	0.01	2	1	51	44	44	41	39	31	33	38	45	46	39	40	36	34	26	27	32	39	0	NX	100%	ay & nigt				
M	Pneu wrench	1	none	none	910	8.22	57	2	30	38	40	42	35	39	43	40	48	15	21	20	18	11	15	19	16	24	0	NX	27%	day				
M	Pwr washer	1	none	none	654	5.31	30	2	50	54	51	46	46	44	42	43	52	37	38	32	25	22	20	18	19	30	0	NX	100%	day				
M	Refrig, trailer	1	none	none	764	2.65	33	2	46	49	42	39	36	28	24	17	41	35	36	26	20	14	4	0	-7	24	0	NX	100%	day				

M	Compactor	1	none	none	519	10.06	41	2	20	29	30	37	33	30	26	21	38	5	10	8	13	9	6	2	-3	14	0	NX	2%	day	
M	Garbage truck	1	none	none	599	2.41	25	2	62	62	50	56	52	48	45	41	58	51	49	44	38	31	24	21	17	40	0	NX	7%	day	
M	Heavy truck	1	none	none	1146	0.77	20	2	49	49	46	43	39	33	32	28	45	42	40	35	29	23	14	9	4	31	0	EX	30%	day	
E	Autos	16	none	none	1276	1.10	26	3	34	34	30	30	29	22	21	18	33	26	24	22	15	11	1	-3	-6	16	0	EX	100% ay & ngl		
E	Cleaner, lot	1	none	none	621	9.45	24	1	54	52	48	51	49	47	48	49	55	43	39	32	32	27	24	24	25	34	0	NX	3%	day	
E	Cleaner, rlic	1	none	none	670	9.49	24	1	53	52	48	51	49	47	48	49	55	43	39	31	31	27	23	24	25	34	0	NX	3%	day	
E	HVAC1	4	none	none	861	0.01	2	1	49	42	43	39	37	29	31	36	43	44	46	39	34	32	24	24	25	34	0	NX	100% ay & ngl		
E	HVAC2	4	none	none	711	0.01	2	1	51	44	44	41	39	31	33	38	44	46	39	39	36	34	26	27	32	39	0	NX	100% ay & ngl		
E	HVAC3	4	none	none	981	0.01	2	1	48	41	41	38	36	28	30	35	41	43	36	37	33	31	23	24	29	36	0	NX	100% ay & ngl		
E	HVAC4	5	none	none	867	0.01	2	1	50	43	43	40	38	30	32	37	43	45	38	39	35	33	25	26	31	38	0	NX	100% ay & ngl		
E	Pneu wrench	1	none	none	1024	7.85	64	2	29	37	39	41	34	37	42	39	46	45	20	19	17	10	13	16	15	23	0	NX	27%	day	
E	Pwr washer	1	none	none	649	2.14	23	1	50	54	51	47	46	44	42	43	52	43	45	40	33	30	25	20	19	37	0	NX	100% day		
E	Refrig, trailer	1	none	none	1079	7.27	62	2	43	46	39	36	33	24	21	14	38	29	29	19	13	9	0	-3	-10	17	0	NX	100% day		
E	Compactor	1	none	none	914	16.73	67	2	15	24	25	32	27	24	20	16	33	-2	3	1	8	3	0	-4	-8	9	0	NX	100% day		
E	Garbage truck	1	none	none	978	5.43	46	2	48	48	45	42	48	42	40	37	54	44	42	36	30	24	18	16	13	33	0	EX	30%	day	
E	Heavy truck	1	none	none	1343	0.70	21	2	48	48	45	42	37	31	30	27	43	41	39	34	28	21	13	8	3	20	0	EX	100% ay & ngl		
E	Autos	16	none	none	910	0.98	12	3	37	37	33	33	32	26	24	21	30	29	27	21	19	14	6	1	-3	20	0	EX	100% ay & ngl		
NE	Cleaner, lot	1	none	none	372	3.09	21	1	58	57	53	56	55	53	53	54	61	50	47	40	41	37	32	30	30	43	0	NX	3%	day	
NE	HVAC1	4	none	none	828	0.02	2	2	52	45	45	42	40	33	34	30	46	47	40	40	37	34	26	26	29	39	0	NX	100% ay & ngl		
NE	HVAC2	4	none	none	405	0.03	3	2	56	49	49	46	44	37	38	43	50	51	44	44	40	37	29	28	31	43	0	NX	100% ay & ngl		
NE	HVAC3	4	none	none	683	0.03	3	2	51	44	45	41	39	32	33	39	45	46	39	39	35	32	24	23	26	38	0	NX	100% ay & ngl		
NE	HVAC4	5	none	none	516	0.04	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	26	29	41	0	NX	100% ay & ngl		
NE	Heavy truck	1	none	none	893	0.02	10	3	51	50	48	45	40	35	33	30	44	43	42	37	32	25	17	12	6	34	0	EX	30%	day	
N	Cleaner, lot	1	none	none	106	9.06	19	1	69	68	64	67	66	65	64	65	72	58	52	47	48	44	41	40	41	50	0	NX	3%	day	
N	HVAC1	4	none	none	327	0.03	2	2	58	51	51	48	46	39	40	45	51	53	46	46	42	39	31	30	33	44	0	NX	100% ay & ngl		
N	HVAC2	4	none	none	226	0.05	2	2	61	54	54	51	49	43	43	46	55	56	49	49	45	42	39	32	34	47	0	NX	100% ay & ngl		
N	HVAC3	4	none	none	459	0.05	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	25	28	41	0	NX	100% ay & ngl		
N	HVAC4	5	none	none	415	0.06	3	2	57	50	50	47	45	38	39	44	50	52	44	44	40	37	28	27	30	42	0	NX	100% ay & ngl		
N	Refrig, trailer	1	none	none	853	0.73	17	3	52	52	49	46	42	37	35	31	40	45	43	38	32	26	18	13	7	34	0	EX	30%	day	
NW	Heavy truck	1	none	none	489	2.35	21	1	56	54	50	54	52	50	51	51	58	48	45	39	40	36	31	28	27	41	0	NX	100% ay & ngl		
NW	Cleaner, lot	4	none	none	544	0.02	2	2	53	46	47	43	41	34	35	41	47	48	41	41	38	35	27	26	30	40	0	NX	100% ay & ngl		
NW	HVAC2	4	none	none	499	0.02	2	2	54	47	47	44	42	35	36	41	48	49	42	42	39	37	29	29	33	42	0	NX	100% ay & ngl		
NW	HVAC3	4	none	none	665	0.04	3	2	52	45	46	43	40	33	34	40	46	48	40	40	37	33	25	24	27	39	0	NX	100% ay & ngl		
NW	HVAC4	5	none	none	459	0.29	8	1	51	54	47	44	41	33	29	22	46	45	48	40	40	36	32	22	15	5	38	0	NX	100% ay & ngl	
NW	Refrig, trailer	1	none	none	227	0.98	11	1	68	68	66	63	69	55	52	48	65	63	62	58	53	47	40	34	27	55	0	NX	2%	day	
NW	Compactor	1	none	none	282	0.75	10	3	52	52	49	46	42	37	34	31	48	47	47	44	41	36	30	27	25	26	34	0	EX	30%	day
NW	Garbage truck	1	none	none	869	0.04	3	1	52	52	49	46	42	37	34	31	48	47	47	44	41	36	30	27	25	26	34	0	NX	3%	day
NW	Heavy truck	1	none	none	567	6.74	31	2	55	53	49	46	42	37	34	31	48	47	47	44	41	36	30	27	25	26	34	0	NX	100% ay & ngl	
NW	Cleaner, lot	4	none	none	314	0.27	6	2	58	51	51	48	46	40	40	45	52	52	44	43	38	34	24	22	24	40	0	NX	100% ay & ngl		
NW	HVAC1	4	none	none	524	0.32	11	2	54	47	47	44	42	35	36	41	47	47	44	43	36	34	24	22	24	40	0	NX	100% ay & ngl		
NW	HVAC2	4	none	none	509	0.55	8	2	55	48	48	45	43	36	37	42	48	53	45	43	36	34	24	22	24	40	0	NX	100% ay & ngl		
NW	HVAC3	5	none	none	145	2.63	14	1	61	64	67	64	61	54	54	63	54	54	45	40	34	24	16	16	18	35	0	NX	100% ay & ngl		
NW	Refrig, trailer	1	none	none	202	4.91	22	2	58	61	54	51	48	41	36	29	53	42	42	33	27	24	17	12	5	31	0	NX	100% day		
NW	Refrig, rlic	1	none	none	281	1.78	16	2	26	34	35	42	38	36	31	26	44	42	42	33	27	24	17	12	5	31	0	NX	100% day		
NW	Compactor	1	none	none	204	2.17	14	1	71	71	69	66	62	58	55	51	68	64	62	58	52	46	39	33	27	54	0	EX	7%	day	
NW	Garbage truck	1	none	none	478	0.68	11	1	57	57	54	51	47	43	40	36	53	51	50	50	46	42	36	29	23	18	43	0	EX	30%	day

Analysis: Gig Harbor Costco, cleaning equipment south of store  
 Prediction: 1.00  
 Time period: day (worst case hour)  
 Layout: proposed

Analyst: CHO  
 Date: 23-May-03

EX = sources exempt from noise codes  
 NX = non-exempt sources subject to noise codes  
 X = all sources (exempt and non-exempt)

RECEIVER NOISE LEVELS

Location	Legal Class	Hgt	Foliage	Predicted	base coords		
					X	Y	Z
W	X	5	0	44	660	1925	300
M	X	5	0	47	1545	1926	300
E	X	5	0	45	2124	1990	300
NE	X	5	0	47	2097	1603	300
N	X	5	0	50	1752	1606	300
NW	X	5	0	50	1262	1502	300
MW	X	5	0	54	1276	1177	289

NOISE SOURCE DATA

Description	Legal Class	Time Period	Duty	Hgt	Ref Dist	base coords														
						63	125	250	500	1k	2k	4k	8k	A	L03	L08	L25	X	Y	Z
Autos	EX	day & night	100%	3	50	50	50	46	47	46	42	38	34	50	50	50	50	1682	793	277
Cleaner, lot	NX	day	50%	4	50	76	74	70	74	72	71	71	71	79	79	79	79	1406	771	277
HVAC1	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1505	1392	304
HVAC2	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1759	1380	304
HVAC3	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1550	1194	304
HVAC4	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1785	1192	304
Pneu wrench	NX	day	27%	1	50	56	64	66	68	62	67	70	66	76	76	76	76	1746	1039	277
Pwr washer	NX	day	100%	2	50	73	76	73	69	69	60	65	65	75	75	75	75	1897	1354	277
Refrig, trailer	NX	day	100%	9	50	70	73	66	63	61	54	49	41	66	66	66	66	1421	1172	275
Refrig, rfc	NX	day	100%	9	50	70	73	68	63	61	54	49	41	66	66	66	66	1478	1172	275
Compactor	NX	day	2%	4	50	41	49	50	58	54	52	47	42	59	59	59	59	1404	1427	277
Garbage truck	EX	day	7%	8	50	84	84	81	78	75	71	67	63	80	80	80	80	1386	1349	277
Truck, groc	EX	day	30%	8	50	77	77	74	71	68	64	60	56	73	73	73	73	1542	780	277

SOURCE CONTRIBUTIONS AT RECEIVERS

Receiver	Source	Src Qty	Source Scaling	Receiver Scaling	path diff.	effc. hgt.	barr. cnt.	no barrier															with barrier															Scale	class	hourly duty	Time Period
								63	125	250	500	1k	2k	4k	8k	A	63	125	250	500	1k	2k	4k	8k	A																
								ng	ng	ng	ng	ng	ng	ng	ng	ng	ng	ng	ng	ng	ng	ng	ng	ng	ng	ng															
W	Autos	16	none	none	1525	0.33	16	1	32	32	28	29	27	20	19	16	31	27	27	21	21	17	8	5	-1	22	0	EX	100% ay & nigt												
W	Cleaner, lot	1	none	none	1374	0.24	12	1	47	45	41	44	42	39	41	42	48	42	40	35	37	33	28	28	26	39	0	NX	50% day												
W	HVAC1	4	none	none	990	0.01	2	1	48	41	41	38	35	28	29	35	41	43	36	36	33	30	22	24	29	36	0	NX	100% ay & nigt												
W	HVAC2	4	none	none	1227	0.01	2	1	46	39	39	36	33	25	27	33	39	41	34	35	31	28	20	22	27	34	0	NX	100% ay & nigt												
W	HVAC3	4	none	none	1152	0.01	2	1	47	40	40	37	34	26	28	34	40	42	35	35	32	29	21	23	28	35	0	NX	100% ay & nigt												
W	HVAC4	5	none	none	1343	0.01	2	1	46	39	39	36	33	25	28	33	39	42	34	35	31	29	20	22	27	34	0	NX	100% ay & nigt												
W	Pneu wrench	1	none	none	1402	5.52	61	2	27	34	36	38	31	33	39	36	43	13	18	17	16	7	9	15	12	20	0	NX	27% day												
W	Pwr washer	1	none	none	1363	10.35	49	2	44	48	44	40	39	36	35	36	45	28	29	23	16	15	12	11	12	22	0	NX	100% day												
W	Refrig, trailer	1	none	none	1071	1.48	23	1	43	46	39	36	33	24	21	14	38	37	38	29	24	18	7	1	-9	27	0	NX	100% day												
W	Refrig, rfc	1	none	none	1112	6.44	50	1	43	46	39	36	32	24	21	14	38	33	33	24	18	12	0	-3	-10	21	0	NX	100% day												
W	Compactor	1	none	none	896	2.66	20	2	16	24	25	32	28	24	21	16	33	5	11	9	13	6	0	-3	-8	12	0	NX	2% day												
W	Garbage truck	0	none	none	927	2.47	18	1	-2	-2	-5	-8	-12	-17	-19	-23	-6	-9	-11	-16	-22	-29	-37	-42	-47	-20	0	EX	7% day												
W	Truck, groc	1	none	none	1445	0.39	16	1	47	47	44	41	37	31	29	26	43	42	41	38	33	27	18	14	9	34	0	EX	30% day												
M	Autos	16	none	none	1142	1.15	25	2	35	35	31	31	30	24	22	19	34	27	25	18	16	12	3	-2	-5	17	0	EX	100% ay & nigt												
M	Cleaner, lot	1	none	none	1164	0.79	20	2	48	47	43	46	44	41	42	44	50	41	38	31	32	27	21	20	20	33	0	NX	50% day												
M	HVAC1	4	none	none	536	0.02	2	1	53	46	47	44	41	34	35	41	47	49	42	42	39	36	29	29	34	42	0	NX	100% ay & nigt												
M	HVAC2	4	none	none	586	0.01	2	1	53	46	46	43	41	33	35	40	46	48	41	41	38	35	28	29	33	41	0	NX	100% ay & nigt												
M	HVAC3	4	none	none	732	0.01	2	1	51	44	44	41	38	31	32	38	44	46	39	39	36	33	26	26	31	39	0	NX	100% ay & nigt												
M	HVAC4	5	none	none	772	0.01	2	1	51	44	44	41	39	31	33	38	45	46	39	40	36	34	26	27	32	39	0	NX	100% ay & nigt												
M	Pneu wrench	1	none	none	910	8.22	57	2	30	38	40	42	35	39	43	40	48	15	21	20	18	11	15	19	16	24	0	NX	27% day												
M	Pwr washer	1	none	none	672	6.14	34	2	50	54	51	46	48	44	42	43	52	36	37	31	24	22	20	18	19	29	0	NX	100% day												
M	Refrig, trailer	1	none	none	764	2.85	33	2	46	49	42	39	36	28	24	17	41	35	36	26	20	14	4	0	-7	24	0	NX	100% day												
M	Compactor	1	none	none	519	10.06	41	2	20	29	30	37	33	30	26	21	38	5	10	8	13	9	6	2	-3	14	0	NX	2% day												
M	Garbage truck	0	none	none	599	2.41	25	2	2	2	-1	-4	-8	-12	-15	-10	-2	-9	-11	-16	-22	-29	-36	-39	-43	-20	0	EX	7% day												
M	Truck, groc	1	none	none	1146	0.77	20	2	49	49	48	43	39	33	32	28	45	42	40	35	29	23	14	9	4	31	0	EX	30% day												



E	Autos	16	none	none	1276	1.10	26	3	34	34	30	30	29	22	21	18	33	26	24	17	15	11	1	-3	-6	16	0	EX	100% ay & nigt
E	Cleaner, lot	1	none	none	1415	0.86	25	2	47	45	41	44	42	38	40	42	48	39	36	29	30	25	18	18	18	31	0	NX	50% day
E	HVAC1	4	none	none	861	0.01	2	1	49	42	43	39	37	29	31	36	43	44	37	38	34	32	24	25	30	37	0	NX	100% ay & nigt
E	HVAC2	4	none	none	711	0.01	2	1	51	44	44	41	39	31	33	38	44	46	39	39	36	34	26	27	32	39	0	NX	100% ay & nigt
E	HVAC3	4	none	none	981	0.01	2	1	48	41	41	38	36	28	30	35	41	43	36	37	33	31	23	24	29	36	0	NX	100% ay & nigt
E	HVAC4	5	none	none	867	0.01	2	1	50	43	43	40	38	30	32	37	43	45	38	39	35	33	25	26	31	38	0	NX	100% ay & nigt
E	Pneu wrench	1	none	none	1024	7.95	64	3	29	37	39	41	34	37	42	39	46	15	20	19	17	10	13	18	15	23	0	NX	27% day
E	Pwr washer	1	none	none	676	1.77	22	1	50	54	51	46	46	44	41	43	52	43	45	40	33	30	26	20	19	37	0	NX	100% day
E	Refrig, trailer	1	none	none	1079	7.27	62	2	43	46	39	36	33	24	21	14	38	29	29	19	13	9	0	-3	-10	17	0	NX	100% day
E	Compactor	1	none	none	914	16.73	67	2	15	24	25	32	27	24	20	16	33	-2	3	1	8	3	0	-4	-8	9	0	NX	2% day
E	Garbage truck	0	none	none	978	5.43	46	2	-2	-2	-5	-8	-12	-18	-20	-23	-6	-16	-18	-24	-30	-36	-42	-44	-47	-27	0	EX	7% day
E	Truck, groc	1	none	none	1343	0.70	21	2	48	48	45	42	37	31	30	27	43	41	39	34	28	21	13	8	3	30	0	EX	30% day
NE	Autos	16	none	none	910	0.98	12	3	37	37	33	33	32	26	24	21	36	29	27	21	19	14	6	1	-3	20	0	EX	100% ay & nigt
NE	Cleaner, lot	1	none	none	1082	0.73	11	3	49	47	43	48	44	41	43	44	51	42	38	32	33	28	22	21	20	34	0	NX	50% day
NE	HVAC1	4	none	none	628	0.02	2	2	52	45	45	42	40	33	34	39	46	47	40	40	37	34	26	26	29	39	0	NX	100% ay & nigt
NE	HVAC2	4	none	none	405	0.03	2	2	56	49	49	46	44	37	38	43	50	51	44	44	40	37	29	28	31	43	0	NX	100% ay & nigt
NE	HVAC3	4	none	none	683	0.03	3	2	51	44	45	41	39	32	33	39	45	46	39	39	35	32	24	23	26	38	0	NX	100% ay & nigt
NE	HVAC4	5	none	none	516	0.04	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	26	29	41	0	NX	100% ay & nigt
NE	Truck, groc	1	none	none	993	0.62	10	3	51	50	48	45	40	35	33	30	46	43	42	37	32	25	17	12	6	34	0	EX	30% day
N	Cleaner, lot	1	none	none	904	0.87	19	3	51	49	45	48	46	44	45	46	52	43	40	33	34	29	24	22	22	35	0	NX	50% day
N	HVAC1	4	none	none	327	0.03	2	2	58	51	51	48	46	39	40	45	51	53	46	46	42	39	31	30	33	44	0	NX	100% ay & nigt
N	HVAC2	4	none	none	226	0.05	2	2	61	54	54	51	49	43	43	48	55	56	49	49	45	42	33	32	34	47	0	NX	100% ay & nigt
N	HVAC3	4	none	none	459	0.05	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	25	28	41	0	NX	100% ay & nigt
N	HVAC4	5	none	none	415	0.06	3	2	57	50	50	47	45	38	39	44	50	52	44	44	40	37	28	27	30	42	0	NX	100% ay & nigt
N	Refrig, trailer	1	none	none	546	6.77	33	3	49	52	45	42	39	32	27	20	44	35	35	26	20	15	8	3	-4	24	0	NX	100% day
N	Truck, groc	1	none	none	853	0.73	17	3	52	52	49	46	42	37	35	31	48	45	43	38	32	26	18	13	7	34	0	EX	30% day
NW	Cleaner, lot	1	none	none	844	0.43	12	1	51	50	45	49	47	44	45	47	53	46	44	39	40	37	32	30	29	42	0	NX	50% day
NW	HVAC1	4	none	none	321	0.04	2	2	58	51	51	48	46	39	40	45	52	53	46	46	42	39	31	30	33	44	0	NX	100% ay & nigt
NW	HVAC2	4	none	none	544	0.02	2	2	53	46	47	43	41	34	35	41	47	48	41	41	38	35	27	26	30	40	0	NX	100% ay & nigt
NW	HVAC3	4	none	none	499	0.02	2	1	54	47	47	44	42	35	36	41	48	49	42	42	39	37	29	29	33	42	0	NX	100% ay & nigt
NW	HVAC4	5	none	none	665	0.04	3	2	52	45	46	43	40	33	34	40	46	48	40	40	37	33	25	24	27	39	0	NX	100% ay & nigt
NW	Refrig, trailer	1	none	none	459	0.29	8	1	51	54	47	44	41	33	29	22	46	45	48	40	36	32	22	15	5	38	0	NX	100% day
NW	Compactor	1	none	none	227	0.98	11	2	28	36	37	44	40	38	33	28	45	20	26	25	30	23	17	10	4	29	0	NX	2% day
NW	Garbage truck	0	none	none	282	0.75	10	1	8	8	6	3	-1	-5	-8	-12	5	3	2	-2	-7	-13	-20	-26	-33	-5	0	EX	7% day
NW	Truck, groc	1	none	none	869	0.04	3	1	52	52	49	46	42	37	34	31	48	47	47	44	41	36	30	27	22	42	0	EX	30% day
NW	Cleaner, lot	1	none	none	427	0.05	3	1	57	56	52	55	53	52	52	53	60	52	51	46	49	47	45	44	43	53	0	NX	50% day
NW	HVAC1	4	none	none	314	0.27	6	2	58	51	51	48	46	40	40	45	52	52	44	43	38	34	25	22	25	40	0	NX	100% ay & nigt
NW	HVAC2	4	none	none	524	0.52	11	2	54	47	47	44	42	35	36	41	47	47	38	37	32	27	17	15	17	34	0	NX	100% ay & nigt
NW	HVAC3	4	none	none	275	0.39	7	2	59	52	53	50	47	41	41	47	53	53	45	43	38	34	24	22	24	40	0	NX	100% ay & nigt
NW	HVAC4	5	none	none	509	0.55	8	2	55	48	48	45	43	36	37	42	48	48	40	38	33	28	18	16	18	35	0	NX	100% ay & nigt
NW	Refrig, trailer	1	none	none	145	2.65	14	1	61	64	57	54	51	44	39	32	56	53	54	45	40	34	24	16	8	43	0	NX	100% day
NW	Refrig, rffc	1	none	none	202	9.91	22	2	58	61	54	51	48	41	36	29	53	42	42	33	27	24	17	12	5	31	0	NX	100% day
NW	Compactor	1	none	none	281	1.78	18	2	26	34	35	42	38	36	31	26	44	16	23	21	25	18	13	7	2	25	0	NX	2% day
NW	Garbage truck	0	none	none	204	2.17	14	1	11	11	9	6	2	-2	-5	-9	8	4	2	-2	-8	-14	-21	-27	-33	-6	0	EX	7% day
NW	Truck, groc	1	none	none	478	0.68	11	1	57	57	54	51	47	43	40	36	53	51	50	46	42	36	29	23	16	43	0	EX	30% day

Analysts: Gig Harbor Costco, cleaning equipment south of store  
 Prediction: 1.00  
 Time period: day (worst case hour)  
 Layout: proposed

Analyst: CHO  
 Date: 23-May-03

EX = sources exempt from noise codes  
 NX = non-exempt sources subject to noise codes  
 X = all sources (exempt and non-exempt)

RECEIVER NOISE LEVELS

Location	Legal Class	Hgt	Foliage	Predicted	base coords		
					X	Y	Z
W	X	5	0	42	660	1925	300
M	X	5	0	47	1545	1926	300
E	X	5	0	46	2124	1990	300
NE	X	5	0	49	2097	1603	300
N	X	5	0	50	1752	1606	300
NW	X	5	0	49	1262	1602	300
MW	X	5	0	49	1276	1177	289

NOISE SOURCE DATA

Description	Legal Class	Time Period	Duty	Hgt	Ref Dist	base coords															
						63	125	250	500	1k	2k	4k	8k	A	L03	L08	L25	X	Y	Z	
Autos	EX	day & night	100%	3	50	50	50	46	47	46	42	38	34	50	50	50	50	1682	793	277	
Cleaner, lot	NX	day	50%	4	50	76	74	70	74	72	71	71	71	79	79	79	79	1853	830	277	
HVAC1	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1505	1392	304	
HVAC2	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1759	1380	304	
HVAC3	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1550	1194	304	
HVAC4	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1785	1192	304	
Pneu wrench	NX	day	27%	1	50	56	64	66	68	62	67	70	66	76	76	76	76	1746	1039	277	
Pwr washer	NX	day	100%	2	50	73	76	73	69	69	69	65	65	75	75	75	75	1897	1354	277	
Refrig, trailer	NX	day	100%	9	50	70	73	66	63	61	54	49	41	66	66	66	66	1421	1172	275	
Refrig, rfc	NX	day	100%	9	50	70	73	66	63	61	54	49	41	66	66	66	66	1478	1172	275	
Compactor	NX	day	2%	4	50	41	49	50	58	54	52	47	42	59	59	59	59	1404	1427	277	
Garbage truck	EX	day	7%	8	50	84	84	81	78	75	71	67	63	80	80	80	80	1386	1349	277	
Truck, groc	EX	day	30%	8	50	77	77	74	71	68	64	60	56	73	73	73	73	1542	780	277	

SOURCE CONTRIBUTIONS AT RECEIVERS

Receiver	Source	Src Qty	Source Scaling	Receiver Scaling	path diff.	eff. hgt.	barr. cnt.	no barrier																with barrier																Scale ng	legal class	hourly duty	Time Period
								63	125	250	500	1k	2k	4k	8k	A	63	125	250	500	1k	2k	4k	8k	A																		
W	Autos	16	none	none	1525	0.33	16	1	32	32	28	29	27	20	19	16	31	27	27	21	21	17	8	5	-1	22	0	EX	100% ay & nigt														
W	Cleaner, lot	1	none	none	1695	0.81	26	2	45	43	39	42	40	36	38	40	46	38	34	28	28	23	16	16	16	29	0	NX	50%	day													
W	HVAC1	4	none	none	999	0.01	2	1	48	41	41	38	35	28	29	35	41	43	36	36	33	30	22	24	29	36	0	NX	100% ay & nigt														
W	HVAC2	4	none	none	1227	0.01	2	1	46	39	39	36	33	25	27	33	39	41	34	35	31	28	20	22	27	34	0	NX	100% ay & nigt														
W	HVAC3	4	none	none	1152	0.01	2	1	47	40	40	37	34	26	28	34	40	42	35	35	32	29	21	23	28	35	0	NX	100% ay & nigt														
W	HVAC4	5	none	none	1343	0.01	2	1	46	39	39	36	33	25	28	33	39	42	34	35	31	29	20	22	27	34	0	NX	100% ay & nigt														
W	Pneu wrench	1	none	none	1402	5.52	61	2	27	34	36	38	31	33	39	36	43	13	18	17	16	7	9	15	12	20	0	NX	27%	day													
W	Pwr washer	1	none	none	1363	10.35	49	2	44	48	44	40	39	36	35	36	45	28	29	23	16	15	12	11	12	22	0	NX	100%	day													
W	Refrig, trailer	1	none	none	1071	1.48	23	1	43	46	39	36	33	24	21	14	38	37	38	20	24	18	7	1	-9	27	0	NX	100%	day													
W	Refrig, rfc	1	none	none	1112	6.44	50	1	43	46	39	36	32	24	21	14	38	33	33	24	18	12	0	-3	-10	21	0	NX	100%	day													
W	Compactor	1	none	none	898	2.66	20	2	16	24	25	32	28	24	21	16	33	5	11	9	13	6	0	-3	-8	12	0	NX	2%	day													
W	Garbage truck	0	none	none	927	2.47	18	1	-2	-2	-5	-8	-12	-17	-19	-23	-6	-9	-11	-16	-22	-29	-37	-42	-47	-20	0	EX	7%	day													
W	Truck, groc	1	none	none	1445	0.39	16	1	47	47	44	41	37	31	29	26	43	42	41	38	33	27	18	14	9	34	0	EX	30%	day													
M	Autos	16	none	none	1142	1.15	25	2	35	35	31	31	30	24	22	19	34	27	25	18	16	12	3	-2	-5	17	0	EX	100% ay & nigt														
M	Cleaner, lot	1	none	none	1170	1.19	26	2	48	47	43	46	44	41	42	44	50	40	36	30	30	25	19	18	20	31	0	NX	50%	day													
M	HVAC1	4	none	none	536	0.02	2	1	53	46	47	44	41	34	35	41	47	49	42	42	39	36	29	29	34	42	0	NX	100% ay & nigt														
M	HVAC2	4	none	none	586	0.01	2	1	53	46	48	43	41	33	35	40	46	48	41	41	38	35	28	29	33	41	0	NX	100% ay & nigt														
M	HVAC3	4	none	none	732	0.01	2	1	51	44	44	41	38	31	32	38	44	46	39	39	36	33	26	26	31	39	0	NX	100% ay & nigt														
M	HVAC4	5	none	none	772	0.01	2	1	51	44	44	41	39	31	33	38	45	46	39	40	36	34	26	27	32	39	0	NX	100% ay & nigt														
M	Pneu wrench	1	none	none	910	8.22	57	2	30	38	40	42	35	39	43	40	48	15	21	20	18	11	15	19	16	24	0	NX	27%	day													
M	Pwr washer	1	none	none	672	6.14	34	2	50	54	51	46	46	44	42	43	52	36	37	31	24	22	20	18	19	29	0	NX	100%	day													
M	Refrig, trailer	1	none	none	764	2.65	33	2	46	49	42	39	36	28	24	17	41	35	36	26	20	14	4	0	-7	24	0	NX	100%	day													
M	Compactor	1	none	none	518	10.06	41	2	20	29	30	37	33	30	26	21	38	5	10	8	13	9	6	2	-3	14	0	NX	2%	day													
M	Garbage truck	0	none	none	599	2.41	25	2	2	2	-1	-4	-8	-12	-15	-19	-2	-9	-11	-16	-22	-29	-36	-39	-43	-20	0	EX	7%	day													
M	Truck, groc	1	none	none	1146	0.77	20	2	49	49	46	43	39	33	32	28	45	42	40	35	29	23	14	9	4	31	0	EX	30%	day													

Analysis: Gig Harbor Costco, cleaning equipment directly east of store  
 Prediction: L00  
 Time period: day (worst case hour)  
 Layout: proposed

Analyst: CHO  
 Date: 23 May-03

EX = sources exempt from noise codes  
 NX = non-exempt sources subject to noise codes  
 X = all sources (exempt and non-exempt)

RECEIVER NOISE LEVELS

Location	Legal Class	Hgt	Foliage	Predicted	base coords		
					X	Y	Z
W	X	5	0	42	660	1925	300
M	X	5	0	47	1545	1926	300
E	X	5	0	46	2124	1990	300
NE	X	5	0	52	2097	1603	300
N	X	5	0	52	1752	1606	300
NW	X	5	0	49	1262	1602	300
MW	X	5	0	48	1276	1177	289

NOISE SOURCE DATA

Description	Legal Class	Time Period	Duty	Hgt	Ref Dist	base coords															
						63	125	250	500	1k	2k	4k	8k	A	L03	L08	L25	X	Y	Z	
Autos	EX	day & night	100%	3	50	50	50	46	47	46	42	38	34	50	50	50	50	1682	793	277	
Cleaner, lot	NX	day	18%	4	50	76	74	70	74	72	71	71	71	79	79	79	79	2082	1354	277	
HVAC1	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1505	1392	304	
HVAC2	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1759	1360	304	
HVAC3	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1550	1194	304	
HVAC4	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1785	1192	304	
Pneu wrench	NX	day	27%	1	50	56	64	66	68	62	67	70	66	76	76	76	76	1746	1039	277	
Pwr washer	NX	day	100%	2	50	73	76	73	69	69	69	65	65	75	75	75	75	1897	1354	277	
Refrig, trailer	NX	day	100%	9	50	70	73	66	63	61	54	49	41	66	66	66	66	1421	1172	275	
Refrig, rfc	NX	day	100%	9	50	70	73	66	63	61	54	49	41	66	66	66	66	1478	1172	275	
Compactor	NX	day	2%	4	50	41	49	50	58	54	52	47	42	59	59	59	59	1404	1427	277	
Garbage truck	EX	day	7%	8	50	84	84	81	78	75	71	67	63	80	80	80	80	1388	1349	277	
Truck, groc	EX	day	30%	8	50	77	77	74	71	68	64	60	56	73	73	73	73	1542	780	277	

SOURCE CONTRIBUTIONS AT RECEIVERS

Receiver	Source	Src Qty	Source Scaling	Receiver Scaling	path mg	effc. diff	barr. hgt	cnf.	no barrier											with barrier											Scale mg	legal class	hourly duty	Time Period
									63	125	250	500	1k	2k	4k	8k	A	63	125	250	500	1k	2k	4k	8k	A								
									W	Autos	16	none	none	1525	0.33	16	1	32	32	28	29	27	20	19	16	31	27	27	21	21				
W	Cleaner, lot	1	none	none	1533	1.47	25	2	46	44	40	43	41	37	40	41	47	37	33	27	27	22	15	16	17	28	0	NX	18%	day				
W	HVAC1	4	none	none	999	0.01	2	1	48	41	41	36	35	28	29	35	41	43	36	36	33	30	22	24	29	36	0	NX	100%	ay & nigt				
W	HVAC2	4	none	none	1227	0.01	2	1	46	39	39	36	33	25	27	33	39	41	34	35	31	28	20	22	27	34	0	NX	100%	ay & nigt				
W	HVAC3	4	none	none	1152	0.01	2	1	47	40	40	37	34	26	28	34	40	42	35	35	32	29	21	23	28	35	0	NX	100%	ay & nigt				
W	HVAC4	5	none	none	1343	0.01	2	1	46	39	39	36	33	25	28	33	39	42	34	35	31	29	20	22	27	34	0	NX	100%	ay & nigt				
W	Pneu wrench	1	none	none	1402	5.52	61	2	27	34	36	38	31	33	39	36	43	13	18	17	16	7	9	15	12	20	0	NX	27%	day				
W	Pwr washer	1	none	none	1363	10.35	49	2	44	48	44	40	39	36	35	36	45	28	29	23	16	15	12	11	12	22	0	NX	100%	day				
W	Refrig, trailer	1	none	none	1071	1.48	23	1	43	46	39	36	33	24	21	14	38	37	38	29	24	18	7	1	-9	27	0	NX	100%	day				
W	Refrig, rfc	1	none	none	1112	6.44	50	1	43	46	39	36	32	24	21	14	38	33	33	24	18	12	0	-3	-10	21	0	NX	100%	day				
W	Compactor	1	none	none	896	2.66	20	2	16	24	25	32	28	24	21	16	33	5	11	9	13	6	0	-3	-8	12	0	NX	2%	day				
W	Garbage truck	0	none	none	927	2.47	18	1	-2	-2	-5	-8	-12	-17	-19	-23	-6	-9	-11	-16	-22	-29	-37	-42	-47	-20	0	EX	7%	day				
W	Truck, groc	1	none	none	1445	0.39	16	1	47	47	44	41	37	31	29	26	43	42	41	38	33	27	18	14	9	34	0	EX	30%	day				
M	Autos	16	none	none	1142	1.15	25	2	35	35	31	31	30	24	22	19	34	27	25	18	16	12	3	-2	-5	17	0	EX	100%	ay & nigt				
M	Cleaner, lot	1	none	none	785	1.16	20	1	52	50	46	49	48	45	46	47	54	46	43	37	38	34	29	27	25	39	0	NX	18%	day				
M	HVAC1	4	none	none	536	0.02	2	1	53	46	47	44	41	34	35	41	47	49	42	42	39	36	29	29	34	42	0	NX	100%	ay & nigt				
M	HVAC2	4	none	none	586	0.01	2	1	53	46	46	43	41	33	35	40	46	48	41	41	38	35	28	29	33	41	0	NX	100%	ay & nigt				
M	HVAC3	4	none	none	732	0.01	2	1	51	44	44	41	38	31	32	38	44	46	39	39	36	33	26	26	31	39	0	NX	100%	ay & nigt				
M	HVAC4	5	none	none	772	0.01	2	1	51	44	44	41	39	31	33	38	45	46	39	40	36	34	26	27	32	39	0	NX	100%	ay & nigt				
M	Pneu wrench	1	none	none	910	8.22	57	2	30	38	40	42	35	39	43	40	48	15	21	20	18	11	15	18	16	24	0	NX	27%	day				
M	Pwr washer	1	none	none	672	6.14	34	2	50	54	51	46	46	44	42	43	52	38	37	31	24	22	20	18	19	29	0	NX	100%	day				
M	Refrig, trailer	1	none	none	764	2.65	33	2	46	49	42	39	36	28	24	17	41	35	36	26	20	14	4	0	-7	24	0	NX	100%	day				
M	Compactor	1	none	none	519	10.06	41	2	20	29	30	37	33	30	26	21	38	5	10	8	13	9	6	2	-3	14	0	NX	2%	day				
M	Garbage truck	0	none	none	599	2.41	25	2	2	2	-1	-4	-8	-12	-15	-19	-2	-9	-11	-16	-22	-29	-36	-39	-43	-20	0	EX	7%	day				
M	Truck, groc	1	none	none	1146	0.77	20	2	49	49	46	43	39	33	32	28	45	42	40	35	29	23	14	0	4	31	0	EX	30%	day				

E	Autos	16	none	none	1276	1.10	26	3	34	34	30	30	29	22	21	18	33	26	24	17	15	11	1	-3	-6	16	0	EX	100% ay & nigt
E	Cleaner, lot	1	none	none	638	1.64	20	1	54	52	48	51	50	47	48	49	56	47	44	38	39	34	30	27	25	40	0	NX	18% day
E	HVAC1	4	none	none	861	0.01	2	1	49	42	43	39	37	29	31	36	43	44	37	38	34	32	24	25	30	37	0	NX	100% ay & nigt
E	HVAC2	4	none	none	711	0.01	2	1	51	44	44	41	39	31	33	38	44	46	39	39	36	34	26	27	32	39	0	NX	100% ay & nigt
E	HVAC3	4	none	none	981	0.01	2	1	48	41	41	38	36	28	30	35	41	43	36	37	33	31	23	24	29	36	0	NX	100% ay & nigt
E	HVAC4	5	none	none	867	0.01	2	1	50	43	43	40	38	30	32	37	43	45	38	39	35	33	25	26	31	38	0	NX	100% ay & nigt
E	Pneu wrench	1	none	none	1024	7.95	64	3	29	37	39	41	34	37	42	39	46	15	20	19	17	10	13	18	15	23	0	NX	27% day
E	Pwr washer	1	none	none	676	1.77	22	1	50	54	51	46	46	44	41	43	52	43	45	40	33	30	26	20	19	37	0	NX	100% day
E	Refrig, trailer	1	none	none	1079	7.27	62	2	43	46	39	36	33	24	21	14	38	29	29	19	13	9	0	-3	-10	17	0	NX	100% day
E	Compactor	1	none	none	914	16.73	67	2	15	24	25	32	27	24	20	16	33	-2	3	1	8	3	0	-4	-8	9	0	NX	2% day
E	Garbage truck	0	none	none	978	5.43	46	2	-2	-2	-6	-8	-12	-18	-20	-23	-6	-16	-18	-24	-30	-36	-42	-44	-47	-27	0	EX	7% day
E	Truck, groc	1	none	none	1343	0.70	21	2	48	48	45	42	37	31	30	27	43	41	39	34	28	21	13	8	3	30	0	EX	30% day
NE	Autos	16	none	none	910	0.98	12	3	37	37	33	33	32	26	24	21	36	29	27	21	19	14	6	1	-3	20	0	EX	100% ay & nigt
NE	Cleaner, lot	1	none	none	251	0.99	10	1	62	60	58	60	58	57	57	57	64	56	53	48	49	45	41	38	36	50	0	NX	18% day
NE	HVAC1	4	none	none	628	0.02	2	2	52	45	45	42	40	33	34	39	46	47	40	40	37	34	26	26	29	39	0	NX	100% ay & nigt
NE	HVAC2	4	none	none	405	0.03	2	2	56	49	49	46	44	37	38	43	50	51	44	44	40	37	29	28	31	43	0	NX	100% ay & nigt
NE	HVAC3	4	none	none	683	0.03	3	2	51	44	45	41	39	32	33	39	45	48	39	39	35	32	24	23	26	38	0	NX	100% ay & nigt
NE	HVAC4	5	none	none	516	0.04	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	28	29	41	0	NX	100% ay & nigt
NE	Truck, groc	1	none	none	993	0.62	10	3	51	50	48	45	40	35	33	30	46	43	42	37	32	25	17	12	8	34	0	EX	30% day
N	Cleaner, lot	1	none	none	416	0.61	10	1	57	56	52	55	54	52	52	53	60	52	49	44	46	42	38	35	33	47	0	NX	18% day
N	HVAC1	4	none	none	327	0.03	2	2	58	51	51	48	46	39	40	45	51	53	46	46	42	39	31	30	33	44	0	NX	100% ay & nigt
N	HVAC2	4	none	none	226	0.05	2	2	61	54	54	51	49	43	43	48	55	56	49	49	45	42	33	32	34	47	0	NX	100% ay & nigt
N	HVAC3	4	none	none	459	0.05	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	25	28	41	0	NX	100% ay & nigt
N	HVAC4	5	none	none	415	0.06	3	2	57	50	50	47	45	38	39	44	50	52	44	44	40	37	28	27	30	42	0	NX	100% ay & nigt
N	Refrig, trailer	1	none	none	546	6.77	33	3	49	52	45	42	39	32	27	20	44	35	35	26	20	15	8	3	-4	24	0	NX	100% day
N	Truck, groc	1	none	none	853	0.73	17	3	52	52	49	46	42	37	35	31	48	45	43	38	32	26	18	13	7	34	0	EX	30% day
NW	Cleaner, lot	1	none	none	857	1.39	23	3	51	49	45	49	47	44	45	46	53	42	39	32	33	28	22	21	22	34	0	NX	18% day
NW	HVAC1	4	none	none	321	0.04	2	2	58	51	51	48	46	39	40	45	52	53	46	46	42	39	31	30	33	44	0	NX	100% ay & nigt
NW	HVAC2	4	none	none	544	0.02	2	2	53	46	47	43	41	34	35	41	47	48	41	41	38	35	27	26	30	40	0	NX	100% ay & nigt
NW	HVAC3	4	none	none	499	0.02	2	1	54	47	47	44	42	35	36	41	48	49	42	42	39	37	29	29	33	42	0	NX	100% ay & nigt
NW	HVAC4	5	none	none	665	0.04	3	2	52	45	46	43	40	33	34	40	46	48	40	40	37	33	25	24	27	39	0	NX	100% ay & nigt
NW	Refrig, trailer	1	none	none	459	0.29	8	1	51	54	47	44	41	33	29	22	46	45	48	40	36	32	22	15	5	38	0	NX	100% day
NW	Compactor	1	none	none	227	0.98	11	2	28	36	37	44	40	38	33	28	45	20	26	25	30	23	17	10	4	29	0	NX	2% day
NW	Garbage truck	0	none	none	282	0.75	10	1	8	8	6	3	-1	-5	-8	-12	5	3	2	-2	-7	-13	-20	-26	-33	-5	0	EX	7% day
NW	Truck, groc	1	none	none	869	0.04	3	1	52	52	49	46	42	37	34	31	48	47	47	44	41	36	30	27	22	42	0	EX	30% day
MW	Cleaner, lot	1	none	none	825	2.37	30	3	51	50	46	49	47	45	48	47	53	41	37	30	31	26	21	22	23	32	0	NX	18% day
MW	HVAC1	4	none	none	314	0.27	6	2	58	51	51	48	46	40	40	45	52	52	44	43	38	34	25	22	25	40	0	NX	100% ay & nigt
MW	HVAC2	4	none	none	524	0.52	11	2	54	47	47	44	42	35	36	41	47	47	38	37	32	27	17	15	17	34	0	NX	100% ay & nigt
MW	HVAC3	4	none	none	275	0.39	7	2	59	52	53	50	47	41	41	47	53	53	45	43	38	34	24	22	24	40	0	NX	100% ay & nigt
MW	HVAC4	5	none	none	508	0.55	8	2	55	48	48	45	43	36	37	42	48	48	40	38	33	28	18	18	18	35	0	NX	100% ay & nigt
MW	Refrig, trailer	1	none	none	145	2.65	14	1	61	64	57	54	51	44	39	32	56	53	54	45	40	34	24	16	8	43	0	NX	100% day
MW	Refrig, rfc	1	none	none	202	9.91	22	2	58	61	54	51	48	41	36	29	53	42	42	33	27	24	17	12	5	31	0	NX	100% day
MW	Compactor	1	none	none	281	1.78	18	2	26	34	35	42	38	36	31	26	44	16	23	21	25	18	13	7	2	25	0	NX	2% day
MW	Garbage truck	0	none	none	204	2.17	14	1	11	11	9	6	2	-2	-5	-9	8	4	2	-2	-8	-14	-21	-27	-33	-6	0	EX	7% day
MW	Truck, groc	1	none	none	476	0.68	11	1	57	57	54	51	47	43	40	36	53	51	50	46	42	36	29	23	16	43	0	EX	30% day

E	Autos	16	none	none	1276	1.10	26	3	34	34	30	30	29	22	21	18	33	26	24	17	15	11	1	-3	-6	16	0	EX	100% ay & nigt
E	Cleaner, lot	1	none	none	1173	0.28	13	1	48	47	43	46	44	41	42	41	50	43	41	36	38	35	29	29	27	40	0	NX	50% day
E	HVAC1	4	none	none	861	0.01	2	1	49	42	43	39	37	29	31	36	43	44	37	38	34	32	24	25	30	37	0	NX	100% ay & nigt
E	HVAC2	4	none	none	711	0.01	2	1	41	44	44	41	39	31	33	38	44	46	39	39	36	34	26	27	32	39	0	NX	100% ay & nigt
E	HVAC3	4	none	none	981	0.01	2	1	48	41	41	38	28	30	35	41	43	36	37	33	31	23	24	29	36	0	NX	100% ay & nigt	
E	HVAC4	5	none	none	867	0.01	2	1	50	43	43	40	38	30	32	37	43	45	38	39	35	33	25	26	31	38	0	NX	100% ay & nigt
E	Pwr washer	1	none	none	1024	7.85	64	3	29	37	39	41	34	37	42	39	46	15	20	19	17	10	13	18	15	23	0	NX	27% day
E	Refrig, trailer	1	none	none	676	1.77	22	1	50	54	51	46	46	44	41	43	52	43	45	40	33	30	26	20	19	37	0	NX	100% day
E	Compaotr	1	none	none	914	16.73	67	2	15	24	25	32	27	24	20	16	33	-2	3	1	8	3	0	-3	-10	17	0	NX	100% day
E	Garbage truck	0	none	none	978	5.43	46	2	-2	-2	-5	-8	-12	-18	-20	-23	-6	-15	-18	-24	-30	-36	-42	-44	-47	-27	0	NX	2% day
E	Truck, groc	1	none	none	1343	0.70	21	2	48	48	45	42	37	31	30	27	43	41	39	34	28	21	13	8	3	30	0	EX	30% day
NE	Autos	16	none	none	910	0.98	12	3	37	37	33	33	32	26	24	21	36	29	27	21	19	14	6	1	-3	20	0	EX	100% ay & nigt
NE	Cleaner, lot	1	none	none	787	0.21	5	1	52	50	46	49	48	45	48	47	54	47	45	40	42	39	35	34	32	44	0	NX	50% day
NE	HVAC1	4	none	none	628	0.02	2	2	52	45	45	42	40	33	34	39	48	47	40	40	37	34	26	29	39	0	NX	100% ay & nigt	
NE	HVAC2	4	none	none	405	0.03	2	2	56	49	49	46	44	37	38	43	50	51	44	44	40	37	29	28	31	43	0	NX	100% ay & nigt
NE	HVAC3	4	none	none	683	0.03	3	2	51	44	45	41	39	32	33	39	45	46	39	39	35	32	24	23	26	38	0	NX	100% ay & nigt
NE	HVAC4	5	none	none	516	0.04	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	26	29	41	0	NX	100% ay & nigt
NE	Truck, groc	1	none	none	983	0.62	10	3	51	50	48	45	40	35	33	30	46	43	42	37	32	25	17	12	6	34	0	EX	30% day
N	Cleaner, lot	1	none	none	802	0.80	15	3	52	50	46	40	47	45	46	47	54	44	41	35	31	25	23	23	33	36	0	NX	50% day
N	HVAC1	4	none	none	327	0.03	2	2	58	51	51	48	46	39	40	45	51	53	46	46	42	39	31	30	33	44	0	NX	100% ay & nigt
N	HVAC2	4	none	none	226	0.05	2	2	61	54	54	51	49	43	43	48	55	58	49	49	45	42	33	32	34	47	0	NX	100% ay & nigt
N	HVAC3	4	none	none	459	0.05	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	25	28	41	0	NX	100% ay & nigt
N	HVAC4	5	none	none	415	0.06	3	2	57	50	50	47	45	38	39	44	50	52	44	44	40	37	28	27	30	42	0	NX	100% ay & nigt
N	Refrig, trailer	1	none	none	546	6.77	33	3	49	52	45	42	39	32	27	20	44	35	35	26	20	15	8	3	4	24	0	NX	100% day
N	Truck, groc	1	none	none	853	0.73	17	3	52	52	49	46	42	37	35	31	48	45	43	38	32	26	18	13	7	34	0	EX	30% day
NW	Cleaner, lot	1	none	none	1036	0.88	13	2	48	48	44	47	45	42	43	45	51	42	38	32	33	28	22	21	21	34	0	NX	50% day
NW	HVAC1	4	none	none	321	0.04	2	2	58	51	51	48	46	39	40	45	52	53	46	46	42	39	31	30	33	44	0	NX	100% ay & nigt
NW	HVAC2	4	none	none	544	0.02	2	2	53	46	47	43	41	34	35	41	47	48	41	38	35	27	26	30	40	0	NX	100% ay & nigt	
NW	HVAC3	4	none	none	499	0.02	2	1	54	47	47	44	42	35	36	41	48	49	42	42	39	37	29	29	33	42	0	NX	100% ay & nigt
NW	HVAC4	5	none	none	685	0.04	3	2	52	45	46	43	40	33	34	40	46	48	40	40	37	33	25	24	27	39	0	NX	100% ay & nigt
NW	Refrig, trailer	1	none	none	459	0.29	8	1	51	54	47	44	41	33	29	22	46	45	46	40	36	32	22	15	5	36	0	NX	100% day
NW	Compaotr	1	none	none	227	0.86	11	2	28	36	37	44	40	38	33	28	45	20	26	25	30	23	17	10	4	29	0	NX	2% day
NW	Garbage truck	0	none	none	282	0.75	10	1	8	6	3	-1	-5	-8	-12	5	3	2	-2	-7	-13	-20	-26	-33	-5	0	EX	7% day	
NW	Truck, groc	1	none	none	869	0.04	3	1	52	52	49	46	42	37	34	31	48	47	47	44	41	36	30	27	22	42	0	EX	30% day
MW	Cleaner, lot	1	none	none	781	0.73	10	1	52	51	46	50	48	45	46	47	54	46	44	38	40	36	31	29	27	41	0	NX	50% day
MW	HVAC1	4	none	none	314	0.27	6	2	58	51	51	48	46	40	40	45	52	52	44	43	38	34	25	22	25	40	0	NX	100% ay & nigt
MW	HVAC2	4	none	none	524	0.52	11	2	54	47	47	44	42	35	36	41	47	47	36	37	32	27	17	15	17	34	0	NX	100% ay & nigt
MW	HVAC3	4	none	none	275	0.39	7	2	59	52	53	50	47	41	41	47	53	53	45	43	38	34	24	22	24	40	0	NX	100% ay & nigt
MW	HVAC4	5	none	none	589	0.55	8	2	55	48	48	45	43	36	37	42	48	48	48	48	38	33	28	18	18	35	0	NX	100% ay & nigt
MW	Refrig, trailer	1	none	none	145	2.65	14	1	61	64	57	54	51	44	39	32	56	53	54	45	40	34	24	16	8	43	0	NX	100% ay & nigt
MW	Refrig, rfc	1	none	none	202	0.91	22	2	58	61	54	51	48	41	36	29	53	42	42	33	27	24	17	12	5	31	0	NX	100% day
MW	Compaotr	1	none	none	281	1.78	16	2	26	34	35	42	38	36	31	26	44	16	23	21	25	18	13	7	2	25	0	NX	2% day
MW	Garbage truck	0	none	none	204	2.17	14	1	11	11	9	6	2	-2	-5	-9	8	4	2	-2	-8	-14	-21	-27	-33	-6	0	EX	7% day
MW	Truck, groc	1	none	none	478	0.68	11	1	57	57	54	51	47	43	40	36	53	51	50	46	42	36	29	23	16	43	0	EX	30% day

Analysis: Gig Harbor Costco, sweeper west of store  
 Prediction: 1.00  
 Time period: day (worst case hour)  
 Layout: proposed

Analyst: CHO  
 Date: 23-May-03

EX = sources exempt from noise codes  
 NX = non-exempt sources subject to noise codes  
 X = all sources (exempt and non-exempt)

RECEIVER NOISE LEVELS

Location	Legal Class	Hgt	Foliage	Predicted	base coords		
					X	Y	Z
W	X	5	0	45	660	1925	300
M	X	5	0	48	1545	1926	300
E	X	5	0	45	2124	1990	300
NE	X	5	0	47	2097	1603	300
N	X	5	0	50	1752	1606	300
NW	X	5	0	56	1262	1602	300
MW	X	5	0	57	1276	1177	289

NOISE SOURCE DATA

Description	Legal Class	Time Period	Duty	Hgt	Ref Dist	base coords															
						63	125	250	500	1k	2k	4k	8k	A	L03	L08	L25	X	Y	Z	
Autos	EX	day & night	100%	3	50	50	50	46	47	46	42	38	34	50	50	50	50	1682	793	277	
Cleaner, lot	NX	day	3%	4	50	76	74	70	74	72	71	71	71	79	79	79	79	1387	1297	277	
Cleaner, rfc	NX	day	3%	4	50	76	74	70	74	72	71	71	71	79	79	79	79	1428	1302	277	
HVAC1	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1505	1392	304	
HVAC2	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1759	1380	304	
HVAC3	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1550	1194	304	
HVAC4	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1785	1182	304	
Pneu wrench	NX	day	27%	1	50	56	64	66	68	62	67	70	66	76	76	76	76	1746	1039	277	
Pwr washer	NX	day	100%	2	50	73	76	73	69	69	69	65	65	75	75	75	75	1891	1354	277	
Refrig	NX	day	100%	9	50	70	73	66	63	61	54	49	41	66	66	66	66	1421	1172	275	
Refrig, rfc	NX	day	100%	9	50	70	73	66	63	61	54	49	41	66	66	66	66	1478	1172	275	
Compactor	NX	day	2%	4	50	41	49	50	58	54	52	47	42	59	59	59	59	1404	1427	277	
Garbage truck	EX	day	7%	8	50	84	84	81	78	75	71	67	63	80	80	80	80	1386	1349	277	
Heavy truck	EX	day	30%	8	50	77	77	74	71	68	64	60	56	73	73	73	73	1542	780	277	

SOURCE CONTRIBUTIONS AT RECEIVERS

Receiver	Source	Src. Qty.	Source Scaling	Receiver Scaling	path mg.	eff. dif.	barr. hgt.	cnl.	no barrier											with barrier											Scale ng	legal class	hourly duty	Time Period
									63	125	250	500	1k	2k	4k	8k	A	63	125	250	500	1k	2k	4k	8k	A								
									W	Autos	16	none	none	1525	0.33	16	1	32	32	28	29	27	20	19	16	31	27	27	21	21				
W	Cleaner, lot	1	none	none	961	3.62	26	1	50	48	44	47	46	43	44	45	52	42	38	31	32	27	22	20	21	33	0	NX	3% day					
W	Cleaner, rfc	1	none	none	989	1.83	20	1	50	48	44	47	45	43	44	45	52	43	40	34	34	30	24	23	21	35	0	NX	3% day					
W	HVAC1	4	none	none	999	0.01	2	1	48	41	41	38	35	28	29	35	41	43	36	36	33	30	22	24	29	36	0	NX	100% ay & nigt					
W	HVAC2	4	none	none	1227	0.01	2	1	46	39	39	36	33	25	27	33	39	41	34	35	31	28	20	22	27	34	0	NX	100% ay & nigt					
W	HVAC3	4	none	none	1152	0.01	2	1	47	40	40	37	34	26	28	34	40	42	35	35	32	29	21	23	28	35	0	NX	100% ay & nigt					
W	HVAC4	5	none	none	1343	0.01	2	1	46	39	39	36	33	25	28	33	39	42	34	35	31	29	20	22	27	34	0	NX	100% ay & nigt					
W	Pneu wrench	1	none	none	1402	5.52	61	2	27	34	36	38	31	33	39	36	43	13	18	17	16	7	9	15	12	20	0	NX	27% day					
W	Pwr washer	1	none	none	1357	12.01	51	2	44	48	44	40	39	36	35	36	45	28	28	22	16	15	12	11	12	21	0	NX	100% day					
W	Refrig	1	none	none	1071	1.48	23	1	43	46	39	36	33	24	21	14	38	37	38	29	24	18	7	1	-9	27	0	NX	100% day					
W	Refrig, rfc	1	none	none	1112	6.44	50	1	43	46	39	36	32	24	21	14	38	33	33	24	18	12	0	-3	-10	21	0	NX	100% day					
W	Compactor	1	none	none	896	2.66	20	2	16	24	25	32	28	24	21	16	33	5	11	9	13	6	0	-3	-8	12	0	NX	2% day					
W	Garbage truck	1	none	none	927	2.47	18	1	58	58	55	52	48	43	41	37	54	51	49	44	38	31	23	18	13	40	0	EX	7% day					
W	Heavy truck	1	none	none	1445	0.39	16	1	47	47	44	41	37	31	29	26	43	42	41	38	33	27	18	14	9	34	0	EX	30% day					
M	Autos	16	none	none	1142	1.15	25	2	35	35	31	31	30	24	22	19	34	27	25	18	16	12	3	-2	-5	17	0	EX	100% ay & nigt					
M	Cleaner, lot	1	none	none	649	2.65	28	2	53	52	48	51	49	47	48	49	56	43	39	32	32	28	23	24	25	34	0	NX	3% day					
M	HVAC1	4	none	none	536	0.02	2	1	53	46	47	44	41	34	35	41	47	49	42	42	39	36	29	29	34	42	0	NX	100% ay & nigt					
M	HVAC2	4	none	none	586	0.01	2	1	53	46	46	43	41	33	35	40	46	48	41	41	38	35	28	29	33	41	0	NX	100% ay & nigt					
M	HVAC3	4	none	none	732	0.01	2	1	51	44	44	41	38	31	32	38	44	46	39	39	36	33	26	26	31	39	0	NX	100% ay & nigt					
M	HVAC4	5	none	none	772	0.01	2	1	51	44	44	41	39	31	33	38	45	46	39	40	36	34	26	27	32	39	0	NX	100% ay & nigt					
M	Pneu wrench	1	none	none	910	6.22	57	2	30	38	40	42	35	39	43	40	48	15	21	20	18	11	15	19	16	24	0	NX	27% day					
M	Pwr washer	1	none	none	669	7.31	37	2	50	54	51	46	46	44	42	43	52	36	37	31	23	22	20	18	19	29	0	NX	100% day					
M	Refrig	1	none	none	764	2.85	33	2	48	49	42	39	36	28	24	17	41	35	36	28	20	14	4	0	-7	24	0	NX	100% day					
M	Compactor	1	none	none	519	10.06	41	2	20	29	30	37	33	30	26	21	38	5	10	8	13	9	6	2	-3	14	0	NX	2% day					

M	Garbage truck	1	none	none	589	2.41	25	2	62	62	59	56	52	48	45	41	58	51	49	44	38	31	24	21	17	40	0	EX	7%	day	
M	Heavy truck	1	none	none	1146	0.77	20	2	49	49	46	40	33	29	22	21	28	42	40	35	29	23	14	9	4	31	0	EX	30%	day	
E	Autos	16	none	none	1276	1.10	26	3	34	34	34	30	30	29	22	18	33	26	24	17	15	11	1	-3	-8	16	0	EX	100% sv & nigt		
E	Cleaner, lot	1	none	none	1012	6.25	53	2	50	46	44	47	45	42	44	45	51	36	32	24	25	21	16	20	21	28	0	NX	3%	day	
E	HVAC1	4	none	none	861	0.01	2	1	49	42	43	39	37	29	31	36	43	44	37	34	32	24	24	25	30	37	0	NX	100% sv & nigt		
E	HVAC2	4	none	none	711	0.01	2	1	51	44	44	41	39	31	33	38	41	46	39	39	36	34	26	27	32	39	0	NX	100% sv & nigt		
E	HVAC3	4	none	none	961	0.01	2	1	48	41	41	38	36	28	30	35	41	43	36	37	33	31	23	24	29	36	0	NX	100% sv & nigt		
E	HVAC4	5	none	none	867	0.01	2	1	50	43	43	40	38	30	32	37	43	45	38	39	35	33	25	26	31	36	0	NX	100% sv & nigt		
E	Pneu wrench	1	none	none	1024	7.95	64	3	29	37	39	41	34	37	42	39	46	15	20	19	17	10	13	18	15	23	0	NX	27%	day	
E	Pwr washer	1	none	none	676	1.77	22	1	50	54	51	46	46	44	41	43	52	43	45	40	33	30	26	20	19	37	0	NX	100%	day	
E	Refrig	1	none	none	1079	7.27	62	2	43	46	39	36	33	24	21	14	38	29	29	19	13	9	0	-3	-10	17	0	NX	100%	day	
E	Compactor	1	none	none	914	16.73	67	2	15	24	25	32	27	24	20	16	33	-2	3	1	8	3	0	0	-4	-6	9	0	NX	2%	day
E	Garbage truck	1	none	none	978	5.43	46	2	58	58	55	52	46	42	40	37	54	44	42	36	30	24	18	16	13	33	0	EX	7%	day	
E	Heavy truck	1	none	none	1343	0.70	21	2	48	48	45	42	37	31	30	27	43	41	39	34	28	21	13	8	3	30	0	EX	30%	day	
E	Autos	16	none	none	810	0.98	12	3	37	37	33	33	32	26	24	21	36	29	29	27	21	19	14	6	1	-3	20	0	EX	100% sv & nigt	
NE	Cleaner, lot	1	none	none	774	7.24	46	2	52	45	45	45	42	40	33	34	39	46	47	40	40	37	34	26	29	39	0	NX	3%	day	
NE	HVAC1	4	none	none	629	0.02	2	2	52	45	45	42	40	33	34	39	46	47	40	40	37	34	26	26	29	39	0	NX	100% sv & nigt		
NE	HVAC2	4	none	none	405	0.03	3	2	56	49	49	46	44	37	38	43	50	51	44	44	44	40	37	29	28	31	43	0	NX	100% sv & nigt	
NE	HVAC3	4	none	none	683	0.03	3	2	51	44	45	41	39	32	33	39	45	46	39	39	35	32	24	23	26	38	0	NX	100% sv & nigt		
NE	HVAC4	5	none	none	516	0.04	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	26	29	41	0	NX	100% sv & nigt		
NE	Heavy truck	1	none	none	983	0.62	10	3	51	50	48	48	45	40	35	33	40	43	42	42	39	35	27	26	29	41	0	EX	30%	day	
N	Cleaner, lot	1	none	none	479	6.18	33	3	56	55	50	54	52	50	51	52	58	42	38	31	32	28	26	27	28	35	0	NX	3%	day	
N	HVAC1	4	none	none	327	0.03	2	2	59	51	51	48	46	39	40	45	51	53	46	46	42	39	31	30	33	44	0	NX	100% sv & nigt		
N	HVAC2	4	none	none	226	0.05	4	2	61	54	54	51	49	43	43	48	55	56	49	45	42	39	31	30	33	47	0	NX	100% sv & nigt		
N	HVAC3	4	none	none	459	0.05	3	2	55	48	48	45	43	36	37	42	48	49	42	42	39	35	27	25	28	41	0	NX	100% sv & nigt		
N	HVAC4	5	none	none	415	0.06	3	2	57	50	50	47	45	38	39	44	50	52	44	44	40	37	28	27	30	42	0	NX	100% sv & nigt		
N	Refrig	1	none	none	546	6.77	33	3	49	52	45	42	39	32	27	20	44	35	35	26	20	15	8	3	-4	24	0	NX	100%	day	
NW	Heavy truck	1	none	none	853	0.73	17	3	52	52	49	46	42	37	35	31	48	45	43	36	32	28	18	13	7	34	0	EX	3%	day	
NW	Cleaner, lot	1	none	none	330	1.02	13	1	59	58	54	57	56	54	54	55	62	53	51	45	46	42	39	31	30	33	44	0	NX	100% sv & nigt	
NW	HVAC1	4	none	none	321	0.04	2	2	58	51	51	48	46	39	40	45	52	53	46	46	42	39	31	30	33	44	0	NX	100% sv & nigt		
NW	HVAC2	4	none	none	544	0.02	2	2	53	46	47	43	41	34	35	41	47	49	41	41	38	35	27	26	30	40	0	NX	100% sv & nigt		
NW	HVAC3	4	none	none	499	0.02	2	1	54	47	47	44	42	35	36	41	48	48	42	42	39	37	29	29	33	42	0	NX	100% sv & nigt		
NW	HVAC4	5	none	none	665	0.04	3	2	52	45	46	43	40	33	34	40	46	48	48	40	40	37	33	25	24	27	39	0	NX	100% sv & nigt	
NW	Refrig	1	none	none	459	0.29	8	1	51	54	47	44	41	33	29	22	46	45	48	40	36	32	22	15	5	38	0	NX	100%	day	
NW	Compactor	1	none	none	227	0.98	11	2	28	36	37	44	40	38	33	28	45	20	28	25	30	23	17	10	4	29	0	NX	2%	day	
NW	Garbage truck	1	none	none	282	0.75	10	1	68	68	66	63	59	55	52	48	65	63	62	58	53	47	40	34	27	55	0	EX	7%	day	
NW	Heavy truck	1	none	none	869	0.04	3	1	52	52	49	46	42	37	34	41	48	47	47	44	41	36	30	27	22	42	0	EX	3%	day	
NW	Cleaner, lot	1	none	none	164	3.68	17	1	65	64	60	63	62	61	60	61	68	57	53	47	48	44	39	36	37	49	0	NX	3%	day	
NW	Cleaner, r/c	1	none	none	197	2.27	15	1	64	62	58	62	60	59	59	67	56	53	47	48	44	40	37	35	49	0	NX	3%	day		
NW	HVAC1	4	none	none	314	0.27	6	2	58	51	51	48	46	40	40	45	52	52	47	44	43	38	34	25	22	40	0	NX	100% sv & nigt		
NW	HVAC2	4	none	none	524	0.52	11	2	54	47	47	44	42	35	36	41	47	47	44	43	38	34	25	22	25	40	0	NX	100% sv & nigt		
NW	HVAC3	4	none	none	275	0.39	7	2	59	52	53	50	47	41	41	47	53	53	45	43	38	34	24	22	24	40	0	NX	100% sv & nigt		
NW	HVAC4	5	none	none	145	2.85	14	1	61	64	64	61	57	54	51	44	58	48	48	40	38	33	28	18	16	18	35	0	NX	100% sv & nigt	
NW	Refrig	1	none	none	202	9.91	22	2	58	61	64	61	54	51	48	41	58	53	54	45	40	34	24	16	8	43	0	NX	100%	day	
NW	Refrig, r/c	1	none	none	281	1.78	16	2	26	34	35	42	38	36	31	26	44	16	23	23	21	25	18	13	7	2	25	0	NX	2%	day
NW	Compactor	1	none	none	204	2.17	14	1	71	71	69	66	62	58	55	51	68	64	62	58	52	48	39	33	27	54	0	EX	7%	day	
NW	Garbage truck	1	none	none	478	0.88	11	1	57	57	54	51	47	43	43	40	36	51	51	49	46	42	36	29	23	16	43	0	EX	30%	day

Analysis: Gig Harbor Costco  
 Prediction: L00  
 Time period: night (worst case hour)  
 Layout: proposed

Analyst: CHO  
 Date: 23-May-03

EX = sources exempt from noise codes  
 NX = non-exempt sources subject to noise codes  
 X = all sources (exempt and non-exempt)

RECEIVER NOISE LEVELS

Location	Legal Class	Hgt	Foliage	Predicted	base coords		
					X	Y	Z
W	X	5	0	41	660	1925	300
M	X	5	0	46	1545	1926	300
E	X	5	0	44	2124	1990	300
NE	X	5	0	46	2097	1603	300
N	X	5	0	50	1752	1606	300
NW	X	5	0	48	1262	1602	300
MW	X	5	0	47	1190	1179	289

NOISE SOURCE DATA

Description	Legal Class	Time Period	Duty	Hgt	Ref Dist	base coords														
						63	125	250	500	1k	2k	4k	8k	A	L03	L08	L25	X	Y	Z
Autos	EX	day & night	100%	3	50	50	50	46	47	46	42	38	34	50	50	50	50	1682	793	277
HVAC1	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1505	1392	304
HVAC2	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1759	1380	304
HVAC3	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1550	1194	304
HVAC4	NX	day & night	100%	4	50	68	61	61	58	57	50	50	55	62	62	62	62	1785	1192	304

SOURCE CONTRIBUTIONS AT RECEIVERS

Receiver	Source	Src. Qty	Source Scaling	Receiver Scaling	path mgt	effc. diff	barr. hgt	crrt.	no barrier											with barrier											Scale ng	legal class	hourly duty	Time Period
									63	125	250	500	1k	2k	4k	8k	A	63	125	250	500	1k	2k	4k	8k	A								
W	Autos	2	none	none	1525	0.33	16	1	23	23	19	20	18	11	10	7	22	18	17	12	12	8	-1	-4	-10	13	0	EX	100% ay & nigt					
W	HVAC1	4	none	none	999	0.01	2	1	48	41	41	38	35	28	29	35	41	43	36	36	33	30	22	24	29	36	0	NX	100% ay & nigt					
W	HVAC2	4	none	none	1227	0.01	2	1	46	39	39	36	33	25	27	33	39	41	34	35	31	28	20	22	27	34	0	NX	100% ay & nigt					
W	HVAC3	4	none	none	1152	0.01	2	1	47	40	40	37	34	26	28	34	40	42	35	35	32	29	21	23	28	35	0	NX	100% ay & nigt					
W	HVAC4	5	none	none	1343	0.01	2	1	46	39	39	36	33	25	28	33	39	42	34	35	31	29	20	22	27	34	0	NX	100% ay & nigt					
M	Autos	2	none	none	1142	1.15	25	2	26	26	22	22	21	15	13	10	25	17	15	9	7	3	-6	-11	-14	8	0	EX	100% ay & nigt					
M	HVAC1	4	none	none	536	0.02	2	1	53	46	47	44	41	34	35	41	47	49	42	42	39	36	29	29	34	42	0	NX	100% ay & nigt					
M	HVAC2	4	none	none	586	0.01	2	1	53	46	46	43	41	33	35	40	46	48	41	41	38	35	28	29	33	41	0	NX	100% ay & nigt					
M	HVAC3	4	none	none	732	0.01	2	1	51	44	44	41	38	31	32	38	44	46	39	39	36	33	26	26	31	39	0	NX	100% ay & nigt					
M	HVAC4	5	none	none	772	0.01	2	1	51	44	44	41	39	31	33	38	45	46	39	40	36	34	26	27	32	39	0	NX	100% ay & nigt					
E	Autos	2	none	none	1276	1.10	26	3	25	25	21	21	19	13	12	9	24	17	15	8	6	2	-8	-12	-15	7	0	EX	100% ay & nigt					
E	HVAC1	4	none	none	861	0.01	2	1	49	42	43	39	37	29	31	36	43	44	37	38	34	32	24	25	30	37	0	NX	100% ay & nigt					
E	HVAC2	4	none	none	711	0.01	2	1	51	44	44	41	39	31	33	38	44	46	39	39	36	34	26	27	32	39	0	NX	100% ay & nigt					
E	HVAC3	4	none	none	981	0.01	2	1	48	41	41	38	36	28	30	35	41	43	36	37	33	31	23	24	29	36	0	NX	100% ay & nigt					
E	HVAC4	5	none	none	867	0.01	2	1	50	43	43	40	38	30	32	37	43	45	38	39	35	33	25	26	31	38	0	NX	100% ay & nigt					
NE	Autos	2	none	none	910	0.98	12	3	28	28	24	24	23	17	15	12	27	20	18	12	10	5	-3	-8	-12	11	0	EX	100% ay & nigt					
NE	HVAC1	4	none	none	628	0.02	2	2	52	45	45	42	40	33	34	39	46	47	40	40	37	34	26	26	29	39	0	NX	100% ay & nigt					
NE	HVAC2	4	none	none	405	0.03	2	2	56	49	49	46	44	37	38	43	50	51	44	44	40	37	29	28	31	43	0	NX	100% ay & nigt					
NE	HVAC3	4	none	none	683	0.03	3	2	51	44	45	41	39	32	33	39	45	46	39	39	35	32	24	23	26	38	0	NX	100% ay & nigt					
NE	HVAC4	5	none	none	516	0.04	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	26	29	41	0	NX	100% ay & nigt					
N	Autos	2	none	none	816	1.09	19	3	29	29	25	25	24	18	16	13	28	21	19	12	10	6	-2	-8	-11	12	0	EX	100% ay & nigt					
N	HVAC1	4	none	none	327	0.03	2	2	58	51	51	48	46	39	40	45	51	53	46	46	42	39	31	30	33	44	0	NX	100% ay & nigt					
N	HVAC2	4	none	none	226	0.05	2	2	61	54	54	51	49	43	43	48	55	56	49	49	45	42	33	32	34	47	0	NX	100% ay & nigt					
N	HVAC3	4	none	none	459	0.05	3	2	55	48	48	45	43	36	37	42	48	50	42	42	39	35	27	25	28	41	0	NX	100% ay & nigt					
N	HVAC4	5	none	none	415	0.06	3	2	57	50	50	47	45	38	39	44	50	52	44	44	40	37	28	27	30	42	0	NX	100% ay & nigt					
NW	Autos	2	none	none	912	0.93	16	2	28	28	24	24	23	17	15	12	27	20	18	12	10	6	-3	-8	-12	11	0	EX	100% ay & nigt					
NW	HVAC1	4	none	none	321	0.04	2	2	58	51	51	48	46	39	40	45	52	53	46	46	42	39	31	30	33	44	0	NX	100% ay & nigt					
NW	HVAC2	4	none	none	544	0.02	2	2	53	46	47	43	41	34	35	41	47	48	41	41	38	35	27	26	30	40	0	NX	100% ay & nigt					
NW	HVAC3	4	none	none	499	0.02	2	1	54	47	47	44	42	35	36	41	48	49	42	42	39	37	29	29	33	42	0	NX	100% ay & nigt					
NW	HVAC4	5	none	none	665	0.04	3	2	52	45	46	43	40	33	34	40	46	48	40	40	37	33	25	24	27	39	0	NX	100% ay & nigt					
MW	Autos	2	none	none	626	0.67	13	1	31	31	27	26	26	21	19	15	30	25	25	19	18	15	7	1	-5	20	0	EX	100% ay & nigt					
MW	HVAC1	4	none	none	381	0.14	5	1	56	49	50	47	45	38	38	44	50	51	44	44	40	37	29	27	30	42	0	NX	100% ay & nigt					
MW	HVAC2	4	none	none	604	0.27	8	1	52	45	46	43	40	33	34	40	46	47	40	39	35	31	22	21	24	37	0	NX	100% ay & nigt					
MW	HVAC3	4	none	none	361	0.17	5	1	57	50	50	47	45	38	39	44	51	52	45	44	41	37	29	27	30	43	0	NX	100% ay & nigt					
MW	HVAC4	5	none	none	595	0.27	8	1	53	46	47	44	41	34	35	41	47	48	41	41	36	32	23	22	25	38	0	NX	100% ay & nigt					



G. Richard Hill  
2025 First Avenue, Suite 1130  
Seattle, WA 98121  
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206.448.3444 fax  
rich@mhfks.com

June 18, 2003

Dale Pinney  
SHDP Associates, LLC  
1359 N. 205<sup>th</sup> Street, Suite B  
Shoreline, WA 98133

Re: Gig Harbor North Water Availability

Dear Dale:

On September 23, 1996, three property owners entered into an agreement with the City of Gig Harbor. The agreement governed the terms under which the area known as Gig Harbor North would be annexed to the City. Among other things, the agreement provided that the City would provide water supply and water facilities to the area in exchange for a promise by the property owners to construct certain water facilities improvements. Subsequently, there have been two amendments to the 1996 agreement.

You have asked me to review the 1996 agreement and the two later amendments to determine the status of water availability to the Logan properties. At the time of the 1996 agreement, the Logan properties were owned by Logan International Corporation ("Logan"), one of the parties to the 1996 agreement.

As I explain in this letter, based on the documents I have reviewed and the information you have provided, I conclude that the Logan properties are currently entitled to use up to 50,000 gallons of water per day of operational storage, based on the water facilities improvements they have constructed. I understand current developments on the Logan properties use approximately 23,257 gallons per day. This would leave approximately 26,743 gallons per day available for the Logan properties.

1. 1996 Agreement. The parties to the 1996 agreement were the City of Gig Harbor ("City"), Pope Resources ("Pope"), Tucci & Sons, Inc. ("Tucci") and Logan. Pope, Tucci and Logan were the three owners of the Gig Harbor North property. Under the 1996 agreement, the property owners agree to support the annexation of Gig Harbor North into the City.

Section 3(a) of the 1996 agreement governs the issue of water. The City agrees to provide, consistent with its regulations and ordinances in place at the time of demand, water supply and water facilities, which in conjunction with the facilities

to be provided by the Owners, will be sufficient to serve the Gig Harbor North properties.

The Owners agree to construct an effective 1.5 million gallon water storage tank and 16-inch water transmission line before issuance of any building permit for the Property.

2. First Amendment. The 1996 agreement was amended on January 24, 2000. It amends Section 3(a) of the 1996 agreement. The first amendment provides that, in the event Logan constructs a 16" water transmission line as set forth on Exhibit A to the first amendment, then Logan will be allowed to apply for and receive building permits requiring 25,000 gallons per day of water storage, without having first to construct the 1.5 million gallon water storage tank described in the 1996 agreement.

The first amendment also provides that, in the event Logan constructs the water transmission line, the City will release Logan from its obligation to construct the water storage tank, so long as Pope assumes that obligation.

3. Second Amendment. On September 20, 2000 the first amendment was amended by the second amendment to the 1996 agreement. The City agrees that Logan can apply for and receive building permits requiring 50,000 gallons per day of water storage, rather than merely 25,000 gallons. In order to be entitled to apply for and receive those building permits, Logan will be obligated not only to build the water transmission line described on Exhibit A to the first amendment. Logan will also be required to build booster pumps near the City's existing storage facilities.

4. Subsequent Events. Since the time of the second amendment, you have advised me that Logan and its agents constructed the water transmission line and booster pumps described in the first and second amendments. In addition, Logan and its agents applied for and received building permits from the City for development on the Logan properties. Currently, that development is using approximately 23,257 gallons of water per day. Finally, you have informed me that Pope has assumed the obligation to construct the water storage tank described in the 1996 agreement.

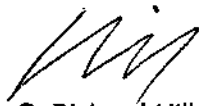
5. Conclusion. Based on my review of the agreements and the report you have provided me of subsequent events, SHDP, Logan's successor in interest as owner of the Logan properties, is entitled to apply for and receive building permits on the Logan properties requiring up to the approximate amount of 26,743 gallons per day of water storage. No additional water facilities should be required of SHDP as a precondition to the issuance of those building permits.

In contrast, Pope and Tucci, in accordance with the 1996 agreement and the first and second amendments, may not obtain building permits on the Pope and Tucci properties until the water storage tank is first constructed.

These conclusions assume, of course, there are no other agreements or superseding ordinances that affect the terms of the agreements I have reviewed. In addition, the City will review any building permit application and will conduct an independent review of the current water storage demands of the Logan properties, and the remaining amount of water storage that may be available. After that independent review, the City will make its own determination of building permit availability. The City Attorney has advised me that the City will make a determination on this issue only after an application is received. The City Attorney has stated, however, that this issue should be determined by the application of the 1996 agreement, as amended, to any new permit application. When I spoke with her, she did not identify any other agreements or superseding ordinances that would affect the terms of the agreements that I reviewed.

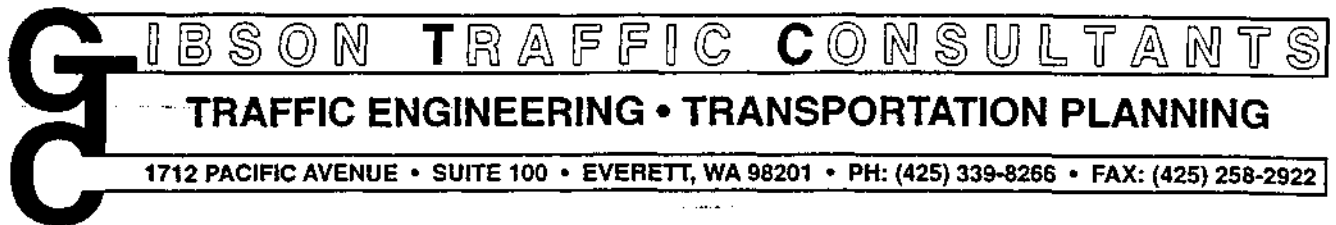
I hope this review and the conclusions I have reached are helpful. Please feel free to call or discuss if you have any additional questions.

Sincerely,



G. Richard Hill

GRH:grh



May 22, 2003

Mr. David R. Skinner, P.E.  
City of Gig Harbor, Public Works  
3105 Judson Street  
Gig Harbor, WA 98335

RE: Traffic Impact Analysis for Gig Harbor Costco North Development on Borgen Blvd.

Dear Mr. Skinner:

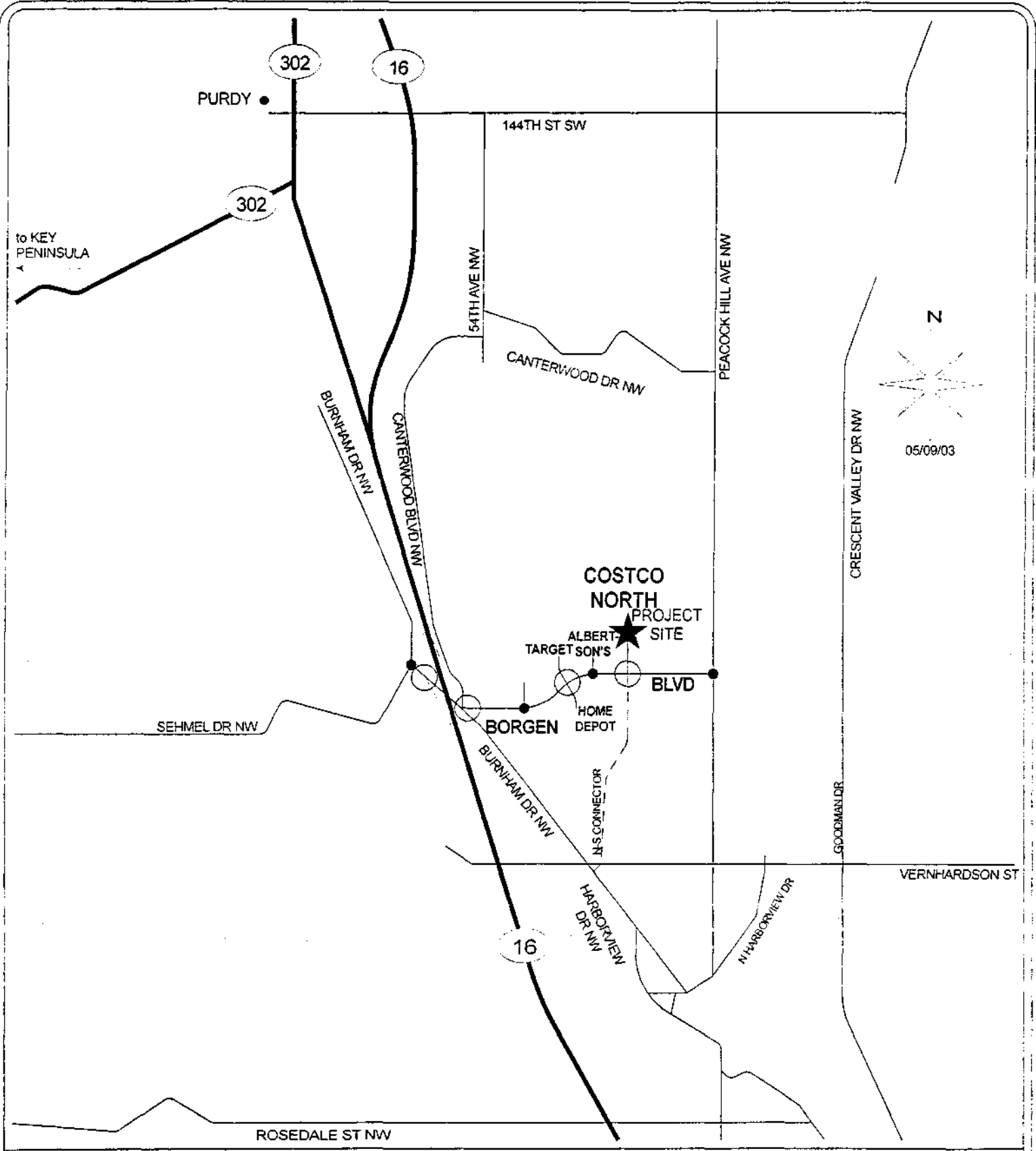
**Introduction:** Gibson Traffic Consultants (GTC) has been retained by First Western Development Services (FWDS) to conduct a traffic impact analysis (TIA) for the proposed Gig Harbor Costco North development, to be located on the north side of Borgen Blvd. east of the SR-16/Burnham interchange in the City of Gig Harbor. The proposed Costco development would include a 148,663 SF major retail store (including an adjacent 5,200 SF tire store), a 6-pump gas station and three (3) specialty retail pads on the north side of Borgen Blvd. totaling 32,000 SF. Borgen Blvd. was constructed in 2000-2001 and was opened to traffic in March 2001 just prior to the opening of the Gig Harbor North retail center (Albertson's, Target and various specialty retail shops). In the fall of 2001, Gig Harbor South retail center was constructed on the south side of Borgen Blvd. with Home Depot, Office Depot and various other specialty stores and restaurants. With construction of Gig Harbor North/South retail centers, two roundabouts were added on Borgen Blvd. at the main entrance driveways to Target and Home Depot and at the southbound ramp junction with SR-16 at the west end (where Borgen meets Burnham Avenue). The original roundabout was constructed at the Burnham/Canterwood/NB ramp junction with SR-16 when Borgen Blvd. was constructed and connected to Peacock Hill Avenue about 1.2 miles to the east.

GTC has completed traffic impact analyses (TIA) for both Gig Harbor North and South retail centers in April 1998 and December 2000, respectively. In July 2000, an East-West Corridor Roundabout Analysis was completed by SCA Consulting Group plus a reserve capacity assessment of Borgen Blvd. by GTC to document short-range (2005) and long-range (2020) peak LOS conditions at both roundabout locations plus 2002/2020 improvement needs for the new East-West arterial corridor. This East-West Road traffic analysis by SCA/GTC firms assumed development of Gig Harbor North and South retail centers as well as future development of the Pope/Bingham properties to the east. The subject Costco North development proposal includes 20.55 acres which would be rezoned from residential medium density to commercial plus an additional 30.47 acres to the north and west to construct 150 new town-homes between the Costco site and the Canterwood residential community to the north.

For this Costco North TIA and report, GTC has analyzed existing 2003 weekday PM and Saturday peak conditions for all City/State intersections and commercial driveways in the Borgen Blvd. corridor. The TIA also addresses: trip generation and distribution for the proposed Costco North development; traffic volume forecasts for the horizon year 2005 and weekday/Saturday peak LOS conditions without development of the Pope properties to the east; projected traffic volumes and peak LOS conditions for 2007 with the Pope property also developed (64 acres of Business Park for proposed development parcel) and construction of the new north-south connector from Burnham Avenue to the south; proposed site access/issues; traffic control and channelization improvement needs at site access locations plus existing/new off-site intersections; and, mitigation improvements (off-site and on-site/frontage) required to mitigate project/traffic impacts and as required per City of Gig Harbor standards.

**Proposed Site Development, Access & Parking:** The proposed Gig Harbor Costco North commercial development is located on the north side of Borgen Blvd., directly east and north of the existing Albertson's store in north Gig Harbor (see **Figure 1**). The proposed Costco North development would include a 143,463 SF major retail store (Costco), 37,200 SF of specialty retail space and 6 gas pumps plus 150 town-homes in a new retired community to the north and west. Site access to the Costco site would be provided primarily via a new north-south access road along the eastern boundary, connecting to Borgen Blvd. at a new roundabout (RAB) intersection opposite the proposed north-south connector through the Pope properties. Secondary access to the Costco site would be provided via a new right-only driveway, approximately 625 feet west of the new N-S Access Road. Exclusive access to the medium density residential site and retired town-homes would be provided via a north extension of 51<sup>st</sup> Avenue, which presently accesses Target and Albertson's sites. A total of 857 parking spaces would be provided for on-site parking by Costco patrons and employees, as well as for the specialty retail pads adjacent to Borgen Blvd.

**Scoping & Methodology:** Scoping and methodology issues for this TIA/report were discussed in our phone conversation on April 16<sup>th</sup> and a subsequent meeting with John Vodopich on April 18<sup>th</sup> at the Gig Harbor Civic Center. It was confirmed that new peak-hour traffic counts would be conducted at all intersections and driveways in the Borgen Blvd. corridor, including both SR-16 ramps/RAB's and the Burnham/Sehmel intersection at the west end. It was decided that both weekday PM peak (4:00-6:00) and Saturday peak (1:00-3:00) turning counts would be obtained by the City of Gig Harbor, in order to provide consistency in developing future baseline peak traffic volumes by GTC and Transpo in conducting TIA studies for the potential development sites on the north and south sides of Borgen Blvd., respectively. Prior Gig Harbor North/South TIA studies assumed a 3% annual growth factor plus baseline traffic estimates by Parametrix for likely growth in the GHN planning area per existing zoning when the EIS/traffic studies were completed in 1994-97.



GIBSON TRAFFIC CONSULTANTS

TRAFFIC IMPACT STUDY  
GTC #03-055

COSTCO NORTH DEVELOPMENT  
(180,663 SF + 150 MF UNITS)

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CITY OF GIG HARBOR

LEGEND

- ★ PROJECT SITE
- UNSIGNALIZED INTERSECTION
- ROUNDABOUT INTERSECTION

FIGURE 1  
SITE VICINITY MAP

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GTC researched prior existing traffic counts taken for the GHN and GHS TIA studies in 1998-2001 and determined that the intersection of Peacock Hill and 144<sup>th</sup> Street would best indicate annual background traffic growth since not directly affected by construction of the new east-west arterial (Borgen Blvd.) and the new GHN/GHS retail centers. GTC's comparison of March 1998 and 2003 PM peak turning volumes indicate an annual growth rate of about 2%, which was utilized to estimate future baseline traffic volumes for 2005 and 2007 horizon years for the Costco North and Pope South developments. As for baseline traffic estimates, weekday/Saturday daily and peak-hour trip generation were estimated based on the existing zoning for remaining Logan and Pope properties to be developed. Thus, the Costco North development proposal would include future baseline traffic for the same Logan property (for project site) and undeveloped Pope properties per existing zoning while the Pope South development would include baseline traffic for the undeveloped Logan properties per existing zoning. Note: Since development of Pope properties would not occur until 2007 or later, only existing zoning traffic for the Logan property at the Costco North site would be included for the 2005 baseline traffic analysis.

Trip generation estimates for the proposed Costco North development are based on average trip rates for each site use, published in the ITE *Trip Generation* manual (sixth edition, 1997), except for the Costco store. Weekday daily and PM peak trip generation estimates for the Costco store and gas pumps were based on an average trip rates developed from traffic counts/studies (by Kittelson & Associates) of 10 Costco stores with gas stations throughout Washington and Oregon. An internal capture trip reduction of 5% was assumed for Costco and other retail stores on-site as well as the retired community town-homes to the north/west, as a golf cart/walking path would be provided to the new residential area. GTC also assumed an internal/crossover trip exchange of 15% between the Costco North site and GHN/GHS sites immediately to the west, although these additional "internal" vehicular trips would need to travel on Borgen Blvd. Assumed reduction percentages for pass-by trips for retail uses were based on detailed surveys included in Chapter 7 of ITE's *Trip Generation Handbook* and Costco's site specific traffic surveys. As for trip distributions, the prior distribution developed for the GHS/Home Depot TIA (Dec. 2000) was refined to reflect existing travel patterns (per March 2003 TM counts) and the proposed north-south connector road that would connect Burnham Avenue to the south with the Pope properties south of Borgen Blvd.

All peak-hour level of service (LOS) analyses follow the methodology outlined in the 2000 *Highway Capacity Manual*, Transportation Research Board, Special Report 209, and HCM software developed by McTrans, University of Florida Transportation Research Center and the FHWA. Signal and channelization warrants at access driveways are conducted using guidelines contained in the *Manual on Uniform Traffic Control Devices (MUTCD)* published by the FHWA and left/right-turn lane nomographs included in WSDOT's *Design Manual*. Terry Gibson, responsible for the traffic analysis, is a licensed professional engineer (Civil) in the State of Washington and past President of the Washington State section of ITE.

## EXISTING CONDITIONS

### Roadway System & Traffic Control

The primary arterial routes in the vicinity of the proposed Gig Harbor Costco North development site are SR-16, Burnham Drive, Canterwood Blvd., Peacock Hill Avenue, and the new East-West Road/Borgen Blvd. (see **Figure 1**).

**SR-16** is an urban principal arterial with two (2) travel lanes in each direction separated by a center median. SR-16 connects I-5 at Tacoma with SR-160 and SR-3 west of Port Orchard. This multi-lane State freeway has partially limited access control, with interchanges provided at Purdy/SR-302, Burnham Drive and Olympic Drive in the project vicinity. SR-16 is posted for 60 mph, except for a 50-mph reduced speed zone at the at-grade intersection with Olalla-Burley Road.

**Burnham Drive NW** is a two-lane, City/County arterial running southeast from the SR-16 interchange to N. Harborview Drive in Gig Harbor. Burnham has 11-foot travel lanes with variable width shoulders and ditch drainage. The posted speed limit is 40 mph near the SR-16 ramps within unincorporated Pierce County and 25 mph within City limits.

**Canterwood Blvd./54th Avenue NW** is a two-lane, County north-south arterial connecting Burnham Drive just east of the SR-16 NB ramp junction to 144th Street SW at Purdy. Twelve-foot travel lanes are provided with 3-foot paved shoulders on both sides and ditch drainage. Canterwood/54th Avenue provides access to the Canterwood residential community and country club located immediately north of the project site. The posted speed limit on Canterwood Blvd. is 35 mph.

**Peacock Hill Avenue NW** is a two-lane, City/County north-south arterial N. Harborview Drive in north Gig Harbor to Nelson Road in Olalla, 4-5 miles to the north. Peacock Hill Avenue has 12-foot travel lanes plus 6-foot paved shoulders within unincorporated Pierce County, and paved shoulders on both sides plus a sidewalk on the east side within the City of Gig Harbor. The posted speed limit is 35 mph in the County and 25 mph within city limits.

**Borgen Blvd.** was constructed as a new east-west arterial in early 2001 and connects the SR-16/Burnham interchange to the west with Peacock Hill Avenue to the east, just south of the Woodridge neighborhood. This new 1.2-mile, east-west arterial was originally constructed as a two-lane road with bicycle lanes and a sidewalk on the south side. The west terminus of Borgen Blvd is a "6-spoke" roundabout intersection at the junction of the SR-16 NB on/off-ramps, Burnham Avenue and Canterwood Blvd. With recent construction/development of GHN/GHS retail centers, Borgen Blvd. has been widened to provide center left-turn channelization and/or right-turn lanes at a total of five (5) commercial access driveways. A second roundabout intersection has also been



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constructed at the combined main entrance to GHN and GHS sites, which is also 51<sup>st</sup> Avenue NW north of Borgen Blvd. which has a posted speed limit of 35 mph.

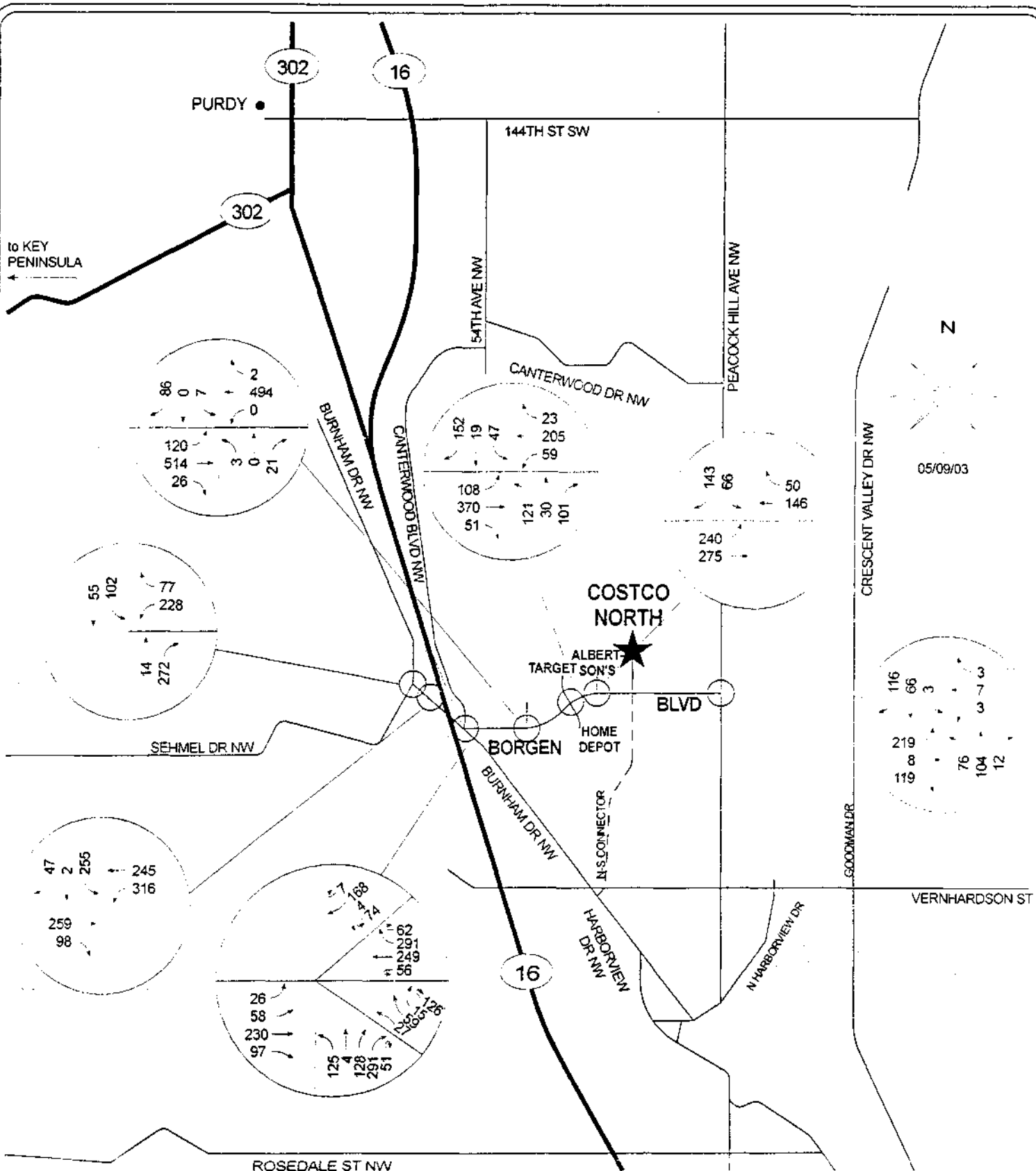
No traffic signals are presently operating within the study area for the Gig Harbor South Retail Center project. The nearest traffic signals are at the SR-16/Olympic Drive ramp junctions several miles to the south. Multi-way stop control is installed at the Harborview Drive NW/N Harborview Drive intersection at the north end of Gig Harbor. All study intersections are either unsignalized with stop control provided on the minor road approaches or controlled by yield signs on all approaches to the roundabout intersections (SR-16 NB/SB ramps and GHN/GHS main entrance/51<sup>st</sup> Avenue).

### Daily & Peak-Hour Traffic Volumes

Based on daily traffic volumes per WSDOT's 2001 *Annual Traffic Report* and March 2003 peak turning counts at study intersections, SR-16 is the heaviest traveled arterial in the project vicinity with 59,000 vehicles per day (ADT) just north of the Burnham interchange. Borgen Blvd. presently handles 13,800 daily trips<sup>1</sup> on an average weekday (AWDT) at its western terminus and the 6-spoke roundabout (RAB) intersection with SR-16 NB ramps, Canterwood Drive and Burnham Avenue. At its eastern terminus with Peacock Hill Avenue, Borgen Blvd. handles about 5,500 AWDT. Other existing 2003 daily traffic volumes on area roadways are: Canterwood Blvd. north of SR-16 NB RAB - 5,250 AWDT; Burnham Avenue on SR-16 over-crossing - 9,800 AWDT; Burnham Avenue south of RAB - 4,400 AWDT; and, 51<sup>st</sup> Avenue/Target entrance north of Borgen Blvd. - 3,800 AWDT. Note: The new East-West Road (Borgen Blvd.) was expected to carry 6,800 AWDT east of GHN/GHS developments when open to traffic in early 2001; thus, actual 2003 daily traffic volumes are about 20% lower than prior estimated by Parametrix in original EIS/traffic planning studies for GHN planning area.

The City of Gig Harbor retained Trafficcount to conduct existing weekday PM peak and Saturday peak turning movement (TM) counts at all study intersections in the Borgen Blvd. corridor. Two-hour peak TM counts were taken between 4:00 and 6:00 PM on Thursday March 13, 2003 and between 1:00 and 3:00 PM on Saturday March 22, 2003. Weekday PM peak turning volumes at each study intersection are summarized in **Figure 2A**, while Saturday peak turning volumes are shown in **Figure 2B**. Borgen Blvd. presently carries 658 vph westbound and 721 vph eastbound during the weekday PM peak just east of the SR-16 NB "oval" RAB; 805 vph westbound and 866 eastbound during the Saturday peak. Just west of Peacock Hill Avenue, Borgen carries 346 vph eastbound and 199 vph westbound during the weekday PM peak; 346 vph eastbound and 243 vph westbound during Saturday peak. Existing significant weekday peak turning volumes include: westbound left-turn (228 vph) at intersection of Burnham Avenue and Sehmel Drive; westbound left-turn (316 vph) and southbound left-turn (255 vph) at

<sup>1</sup> Assumes a typical 'k' factor or PM peak-to-daily volume ratio of 10% and using intersection turning counts by Trafficcount on Thursday, March 13, 2003.



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TRAFFIC IMPACT STUDY  
GTC #03-055

COSTCO NORTH DEVELOPMENT  
(180,663 SF + 150 MF UNITS)

LEGEND

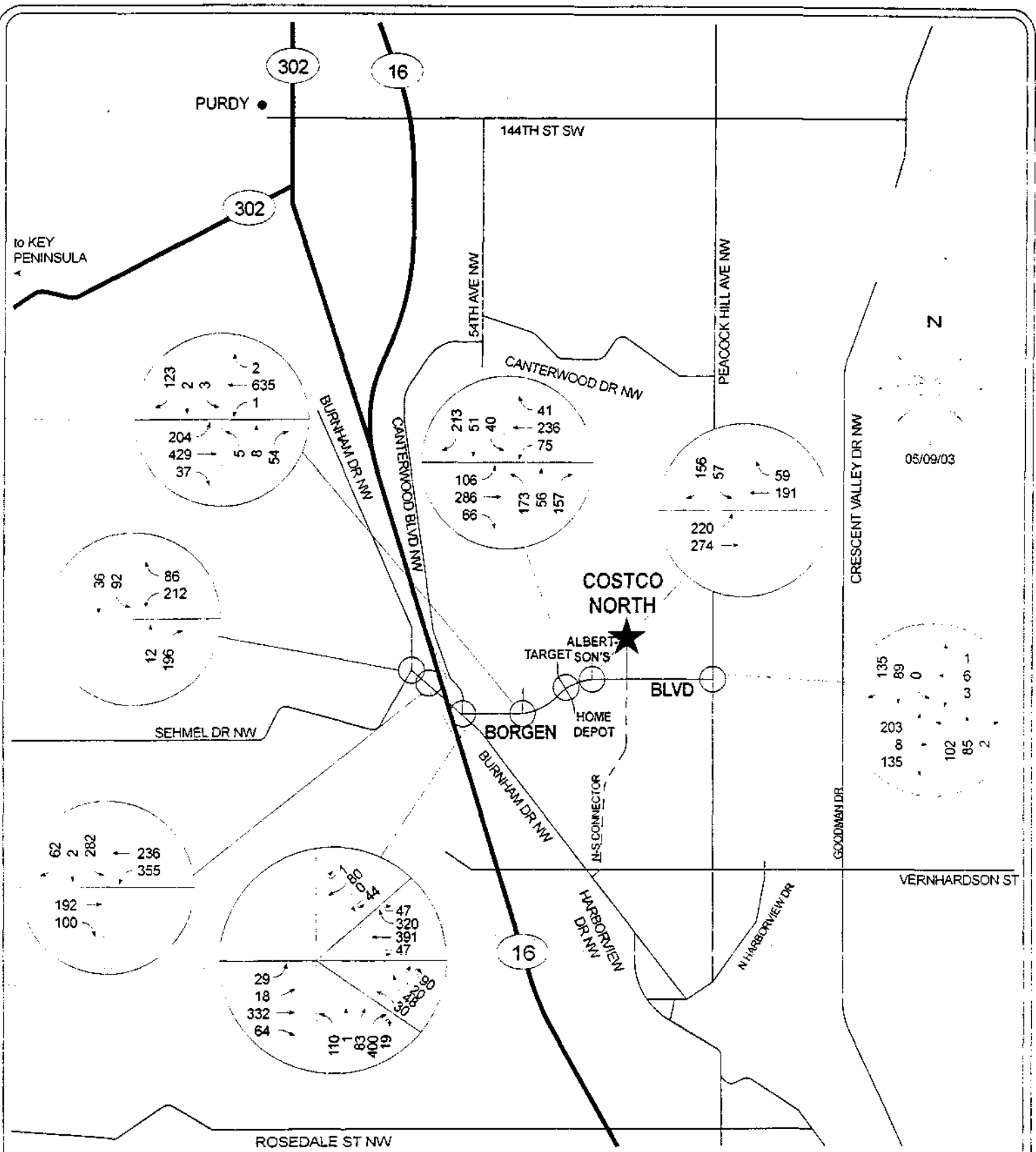
xxx → PM PEAK HOUR  
TURNING MOVEMENT VOLUMES

FIGURE 2A

EXISTING 2003 WEEKDAY  
PM PEAK TURNING  
MOVEMENT VOLUMES

CITY OF GIG HARBOR





05/09/03

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GTC #03-055

COSTCO NORTH DEVELOPMENT  
(180,663 SF + 150 MF UNITS)

LEGEND

xxx → PEAK HOUR  
TURNING MOVEMENT VOLUMES

FIGURE 2B

EXISTING 2003 SATURDAY  
PEAK TURNING  
MOVEMENT VOLUMES

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Burnham/SR-16 SB ramp RAB; northbound right-turn (291 vph) on SR-16 NB off-ramp and westbound right-turn (291 vph) from Borgen to NB on-ramp; eastbound left-turn (120 vph) from Borgen to main Target driveway; southbound right-turn (152 vph) from 51<sup>st</sup> Avenue/Target onto Borgen westbound at main entrance RAB; eastbound left-turn (240 vph) from Borgen to Albertson's main entrance driveway; and, eastbound left-turn (219 vph) at Borgen Blvd. intersection with Peacock Hill Avenue.

Saturday peak-hour volumes tend to be higher than weekday PM peak volumes, except for the Burnham/Sehmel intersection where Saturday peak volumes are 15% lower than weekday peak volumes. The magnitude of higher Saturday peak volumes is as high as 23% at the rear Home Depot driveway and 18% at the main Target/Office Depot driveways. Saturday peak volumes are 17% higher than weekday PM peak volumes at the Borgen/main entrance RAB but only 1% higher at the SR-16 NB/SB ramps RAB's at the west terminus of Borgen Blvd. At Albertson's driveways and the Peacock Hill intersection, Saturday peak volumes are 4-7% higher than weekday peak volumes. Thus, one can conclude that existing Saturday traffic in the Borgen Blvd. corridor is typically 17-22% higher than weekday traffic at GHN/GHS driveways and the main entrance RAB but is only 4-7% higher east of GHN/GHS sites and only 1% higher at the SR-16 RAB's.

#### **Weekday/Saturday Peak LOS Conditions at Intersections**

A measure of the relative traffic congestion levels on roads and highways can be made by comparing the levels of service (LOS) at critical intersections (see **Table 1** for criteria and delay ranges for each LOS value). Traffic flow/delay conditions range from LOS A free-flow conditions to LOS F or forced-flow conditions, with LOS E representing capacity conditions. During the weekday afternoon peak period (4:00-6:00 PM), all study intersections presently operate at acceptable LOS D or better per City of Gig Harbor standards except for Borgen Blvd. intersection with the Home Depot rear access driveway (see **Table 2A**). This intersection operates at LOS E, with 36.7 seconds delay for the stopped NB approach, during the weekday PM peak and at LOS F (66.2) during the Saturday peak (see **Table 2B**). Other intersections presently experiencing some congestion (LOS D) are the Albertson's main/SB driveway approach during both weekday (31.4) and Saturday (28.2) peaks. All other study intersections including all three (3) existing RAB's currently operate at LOS C or better during both weekday and Saturday peak periods.

The SR-16 NB ramps intersection with Canterwood Blvd. and Burnham Avenue is presently striped for a 2-lane RAB and has yield control on all 5 "spoke" approaches. This RAB intersection currently operates at LOS A during the weekday PM and Saturday peaks. However, based on peak observations by GTC on a daily basis (Terry Gibson is a resident of Canterwood), the existing RAB intersection operates at an overall LOS B/C during peak periods with the Borgen WB and NB off-ramp approaches operating at LOS C/D. This substantial difference in peak LOS conditions between the Sidra/RAB model results and observed traffic flow conditions is related to the fact that the majority of all

**TABLE 1**  
**INTERSECTION LEVEL OF SERVICE (LOS) CRITERIA**

Level of Service <sup>1</sup>	Expected Delay	Control Delay (Seconds per Vehicle)	
		Unsignalized Intersections	Signalized Intersections
A	Little/No Delay	≤10	≤10
B	Short Delays	>10 and ≤15	>10 and ≤20
C	Average Delays	>15 and ≤25	>20 and ≤35
D	Long Delays	>25 and ≤35	>35 and ≤55
E	Very Long Delays	>35 and ≤50	>55 and ≤80
F	*	>50	>80

\* When demand volume exceeds the capacity of the lane, extreme delays will be encountered with queuing which may cause severe congestion affecting other traffic movements in the intersection.

Source: *Highway Capacity Manual 2000*.

<sup>1</sup> LOS A: free-flow traffic conditions, with minimal delay to stopped vehicles (no vehicle is delayed longer than one cycle at signalized intersection).

LOS B: generally stable traffic flow conditions.

LOS C: occasional back-ups may develop, but delay to vehicles is short term and still tolerable.

LOS D: during short periods of the peak hour, delays to approaching vehicles may be substantial but are tolerable during times of less demand (i.e. vehicles delayed one cycle or less at signal).

LOS E: intersections operate at or near capacity, with long queues developing on all approaches and long delays.

LOS F: jammed conditions on all approaches with excessively long delays and vehicles unable to move at times.

**TABLE 2A**  
**EXISTING LEVEL OF SERVICE**  
**Weekday PM Peak-Hour**

Intersection	EXISTING TRAFFIC CONTROL	EXISTING CONDITIONS	
		LOS	Delay
1. Borgen Boulevard @ Sehmel Drive/Burnham Avenue	Unsignalized Stop WB	C	18.9 sec
2. Borgen Boulevard @ SR-16 SB Ramps	Single Lane RAB <sup>1</sup> All Yield	B	10.5 sec
3. Borgen Boulevard @ SR-16 NB Ramps/Canterwood Dr	Two Lane RAB <sup>1</sup> All Yield	A	3.4 sec
4. Borgen Boulevard @ Home Depot Driveway	Unsignalized Stop NB	E	36.7 sec
5. Borgen Boulevard @ Office Depot-Target Driveways <sup>2</sup>	Unsignalized Stop NB(RTO)/SB	C	19.1 sec
6. Borgen Boulevard @ Washington Mutual Bank Dwy	Unsignalized Stop SB(RTO)	B	12.9 sec
7. Borgen Boulevard @ 51st Ave/Target & Home Depot	Single Lane RAB <sup>1</sup> All Yield	A	7.8 sec
8. Borgen Boulevard @ Albertsons Main Driveway	Unsignalized Stop SB	D	31.4 sec
9. Borgen Boulevard @ Albertsons Rear/Service Dwy	Unsignalized Stop SB	B	12.2 sec
10. Borgen Boulevard @ Peacock Hill Road	Unsignalized Stop EB	C	19.3 sec

<sup>1</sup> RAB = Roundabout

<sup>2</sup> Existing Left-Turn Acceleration Lane

TABLE 2B

EXISTING LEVEL OF SERVICE  
Saturday PM Peak-Hour

Intersection	EXISTING TRAFFIC CONTROL	EXISTING CONDITIONS	
		LOS	Delay
1. Borgen Boulevard @ Sehmel Drive/Burnham Avenue	Unsignalized Stop WB	C	16.3 sec
2. Borgen Boulevard @ SR-16 SB Ramps	Single Lane RAB <sup>1</sup> All Yield	B	11.0 sec
3. Borgen Boulevard @ SR-16 NB Ramps/ Canterwood Dr	Two Lane RAB <sup>1</sup> All Yield	A	2.9 sec
4. Borgen Boulevard @ Home Depot Driveway	Unsignalized Stop NB	F	66.2 sec
5. Borgen Boulevard @ Office Depot-Target Driveways <sup>2</sup>	Unsignalized Stop NB(RTO)/SB	C	23.7 sec
6. Borgen Boulevard @ Washington Mutual Bank Dwy	Unsignalized Stop SB(RTO)	B	12.8 sec
7. Borgen Boulevard @ 51st Ave/Target & Home Depot	Single Lane RAB <sup>1</sup> All Yield	A	8.5 sec
8. Borgen Boulevard @ Albertsons Main Driveway	Unsignalized Stop SB	D	28.2 sec
9. Borgen Boulevard @ Albertsons Rear/Service Dwy	Unsignalized Stop SB	B	11.4 sec
10. Borgen Boulevard @ Peacock Hill Road	Unsignalized Stop EB	C	20.9 sec

<sup>1</sup> RAB = Roundabout

<sup>2</sup> Existing Left-Turn Acceleration Lane

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entering vehicles presently stop on all approaches to the RAB and very few vehicles use the extra/inside lane on the dual lane approaches (Borgen Blvd. WB, Burnham Avenue NWB, SR-16 NB off-ramp and Canterwood Blvd. SB).

## FUTURE TRAFFIC FORECASTS & IMPACT ANALYSIS

### Baseline Traffic & Annual Growth Factor

In order to assess and quantify the "net" traffic impacts of the proposed Gig Harbor Costco North development, future baseline (without project) traffic volumes were developed for the impacted road system. The "horizon" year of 2005 was selected for the future with project traffic analysis since 2005 is the projected year of completion/opening of the proposed Costco/retail stores and residential/retired town-homes. The projected horizon for the Pope South commercial development, which could include a major retail/anchor store, a village center, office park and YMCA, is 2007 or 2 years after the Costco North development is scheduled to be constructed if the proposed Comprehensive Plan amendment is approved by the City of Gig Harbor. Note: The proposed north-south connector between Burnham Avenue and Borgen Blvd. through the Pope South development has been assumed for construction by 2007, even though the City's 6-year TIP shows completion by 2009. For the future 2005 analysis, GTC has assumed trip generation from remaining Logan properties (same as Costco North site) per existing zoning to estimate baseline traffic volumes and then added trip generation from the proposed Costco North proposal to estimate with project traffic volumes. For the future 2007 analysis, GTC has estimated baseline traffic volumes for 64 acres of Business Park as part of the Pope properties and then added in projected Costco North traffic to project 2007 total traffic volumes. Note: The Pope South proposal has not been included since one cannot assume that both commercial development proposals would be approved by the City Council.

As for the background traffic annual growth issue, GTC conducted a weekday PM peak TM count at the intersection of Peacock Hill Avenue and 144<sup>th</sup> Street on Tuesday May 5, 2003 and compared intersection and turning volumes to a similar TM count taken on Wednesday March 18, 1998. This intersection was counted during the first GHN traffic study by GTC and some movements (WB left, NB right, and NB/SB through) are affected by the existing GHN/GHS retail centers. The overall growth for the 5+ years between the 2 counts is 24.4% or about 4.5% per year. However, the GHN/GHS retail centers attract a significant number of shopping trips (daily and during peak hours) some of which were destined elsewhere in 1998. Thus, GTC then compared the 1998 and 2003 peak volumes for the specific movements (EB through, EB left, SB right and WB through) that are unaffected by the GHN/GHS development since primarily local residential trips to/from the SR-16/Purdy interchange area. The overall growth for these movements is 11.6% or about 2% for the compounded annual growth rate. The average growth on SR-16 north of the Burnham interchange is about 9% overall or a 2.5% annual growth rate, which is



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consistent with the 2% calculated growth rate for this local intersection. Thus, a 2% annual growth rate has been assumed for the future 2005 and 2007 traffic analyses.

### **Trip Generation**

**Methodology:** Trip generation estimates for GHN and GHS retail centers are no longer required since the March 2003 TM counts at driveway intersections indicate the actual weekday and Saturday peak traffic volumes to GHN and GHS sites. A comparison of 2003 weekday PM peak driveway volumes vs. 2002 estimated PM peak volumes per ITE manual rates indicates that recent counts were 15% lower for GHN driveways and 5% higher for GHS driveways. This confirms that weekday peak traffic estimates for GHN and GHS driveway volumes were lower than projected in GTC's TIA studies and that prior driveway volumes estimates were conservative by 5-15%.

Trip generation estimates for existing residential (RLD and RMD) and business park uses per existing zoning are based on average trips rates for each use per ITE's *Trip Generation* manual (6<sup>th</sup> edition, 1997). No pass-by or internal trip reductions are applicable for these site uses and the gross trips to be generated for the 2005 baseline scenario would be the same as new trips. For the Costco North proposal, trip generation for the Costco store and gas pumps is based on traffic counts/surveys of 10 similar Costco sites in Washington and Oregon while the retired community town-homes and specialty retail stores are based on average trips rates included in the ITE manual. Pass-by trip reductions of 20% for Costco (per survey data) and 25% for special retail stores were applied as well as a 5% internal crossover reduction to account for internal vehicle or walking trips between all site uses. GTC also assumed an additional 15% "internal diverted" trip reduction to account for internal vehicular trip exchange between Costco North retail uses and adjacent GHN/GHS retail centers. Note: These internal trips would need to travel on Borgen Blvd. since there are no proposed internal access connections between the proposed Costco North and existing GHN/GHS sites.

**Baseline Daily & Peak-Hour Trips Generated:** As summarized in Table 3A, existing residential and business park uses for the 50.97 acres to be developed as Costco North would generate a total of 1,535 daily vehicular trips on an average weekday, of which 156 trips would occur during the critical PM peak period. On Saturday, the existing zoning for the Costco North proposal would generate a total of 1,250 daily trips and 112 peak-hour trips. No pass-by trip reductions are applicable for the existing site uses and a 5% internal trip credit was assumed between business park and residential uses. Thus, the existing zoning for the Costco North development site would generate **1,535 new daily and 156 new PM peak trips on an average weekday and 1,250 new daily and 112 new peak-hour trips on Saturday.**

**Project Daily & Peak-Hour Trips Generated:** As summarized in Table 3B, the proposed Costco North development at full occupancy would generate a total of 13,900 daily vehicular trips on an average weekday, of which 1,183 trips would occur during the

**TABLE 3A**  
**TRIP GENERATION SUMMARY**  
**Costco North Existing Zoning**

Trips	Average Weekday				Saturday			
	Daily (ADT)	PM Peak Hour Trips			Daily (ADT)	Peak Hour Trips		
		Total	In	Out		Total	In	Out
PCD-RLD (55 Units)	525	56	36	20	555	52	28	24
PCD-RMD (48 Units)	280	26	17	9	270	23	12	11
BP (2.5 Acres)	375	42	8	34	85	9	5	4
PCD-RMD (60 Units)	355	32	21	11	340	28	15	13
<b>Gross Total</b>	<b>1,535</b>	<b>156</b>	<b>82</b>	<b>74</b>	<b>1,250</b>	<b>112</b>	<b>60</b>	<b>52</b>
Crossover	20	2	0	2	5	0	0	0
Pass-By	0	0	0	0	0	0	0	0
Diverted Link	0	0	0	0	0	0	0	0
<b>New</b>	<b>1,515</b>	<b>154</b>	<b>82</b>	<b>72</b>	<b>1,245</b>	<b>112</b>	<b>60</b>	<b>52</b>

**TABLE 3B**  
**TRIP GENERATION SUMMARY**  
**Costco North Development**

Trips	Average Weekday				Saturday			
	Daily (ADT)	PM Peak Hour Trips			Daily (ADT)	Peak Hour Trips		
		Total	In	Out		Total	In	Out
Costco with Gas Pumps (143,463 SF)	12,000	1,046	502	544	15,480	1,390	667	723
Retirement Community (150 Units)	385	41	23	18	305	41	20	21
Specialty Retail (37,200 SF)	1,515	96	41	55	1,565	100	43	57
Gross Total	13,900	1,183	566	617	17,350	1,531	730	801
Crossover	695	59	27	32	955	77	35	42
Pass-By	2,640	222	106	116	2,590	288	137	151
Diverted Link	1,710	149	72	77	2,420	198	95	103
New	8,855	753	361	392	11,385	968	463	505

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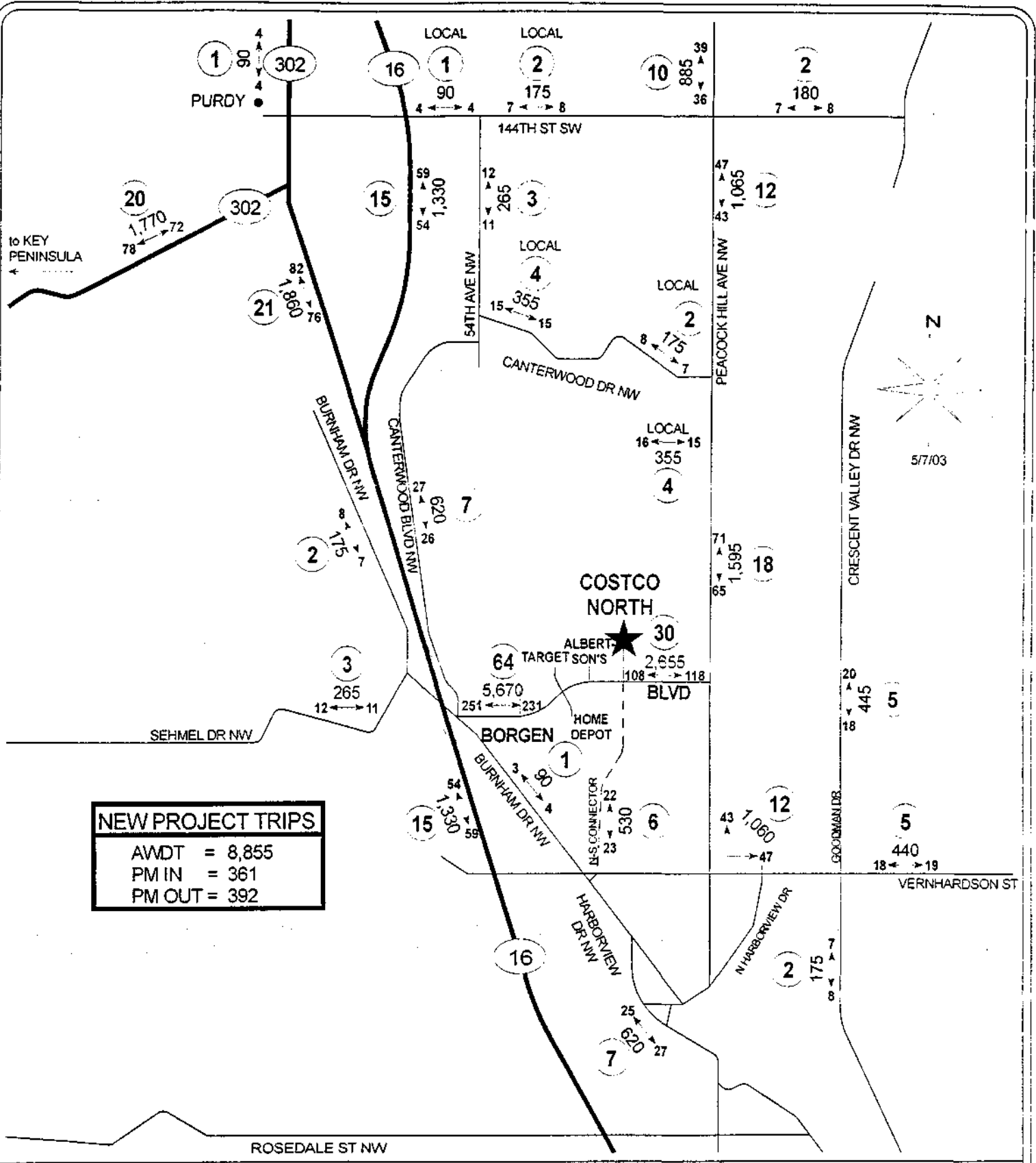
critical PM peak period. On Saturday, the Costco North proposal would generate a total of 17,350 daily trips and 1,531 peak-hour trips. After applying an internal crossover reduction of 5% (to account for on-site walking or driving trips between Costco, retail shops and adjacent town-homes), 20%/25% pass-by reductions for Costco/retail uses and a 15% "diverted internal" reduction for vehicular trips (on Borgen Blvd.) to/from existing GHN/GHS retail centers, **8,855 new daily and 753 new PM peak trips would be generated on an average weekday and 11,385 new daily and 968 new peak trips on Saturday.**

**Trip Distribution & Assignments:** The trip distribution and assignment of project-generated traffic volumes are based on existing peak-hour traffic volumes/patterns (from March 2003 peak traffic counts at GHN/GHS driveways and other study intersections) and assumed prior trip distributions for the GHN/GHS retail centers. As shown in **Figures 3A and 3B**, the proposed Costco North development still has the same 70% west and 30% east distributions as assumed for prior GHN and GHS TIA studies. However, inclusion of the proposed North-South Connector with the future development of Pope properties (assumed constructed by 2007) would reduce the "west" component by 6% to 64%. Note: This 6% reduction to Burnham Avenue traffic from the N-S connector north to Borgen Blvd. was not assumed for future 2005 with project analysis but was assumed for future 2007 analysis which assumes development of Pope property per existing zoning. Per input from City staff, trip distribution percentages on City roads to the south and east and SR-16/SR-302 to the north have been revised to reflect current travel patterns per March 2003 TM counts at all study intersections.

#### **Future 2005 Traffic Volumes and Levels of Service**

A horizon year level of service (LOS) analysis was conducted for year 2005 weekday PM peak and Saturday peak-hour conditions at Borgen Blvd. intersections with site access driveways, roundabouts (RAB's) and other off-site/study intersections. A 2% annually compounded growth factor was applied to 2003 existing weekday/Saturday peak volumes (for movements unrelated to GHN/GHS retail centers) and then added to "existing zoning" trip estimates to estimate 2005 baseline peak turning movement (TM) volumes at each study intersection. Note: Future 2005 baseline peak volumes do not include any "background" traffic from the Pope properties since any future development would not occur until 2007 or later. New and pass-by/diverted peak-hour trips generated by the proposed Costco South development were then added to the affected road system using the distribution percentages and peak traffic assignments per Figures 3A/3B to estimate 2005 with project peak volumes for each study intersection. The results of the future 2005 baseline and with project LOS analyses are summarized in **Table 4A and 4B** for weekday and Saturday peak conditions.

**2005 Baseline Peak Volumes/LOS (Without Project):** With development of remaining Logan properties per existing zoning (residential and business park) by the 2005 horizon year, Borgen Blvd. is projected to carry 820 vph eastbound and 745 vph westbound just



NEW PROJECT TRIPS	
AWDT	= 8,855
PM IN	= 361
PM OUT	= 392

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TRAFFIC IMPACT STUDY  
GTC #03-055

COSTCO NORTH DEVELOPMENT  
(180,663 SF + 150 MF UNITS)

LEGEND

AWDT  
PM ↔ PEAK

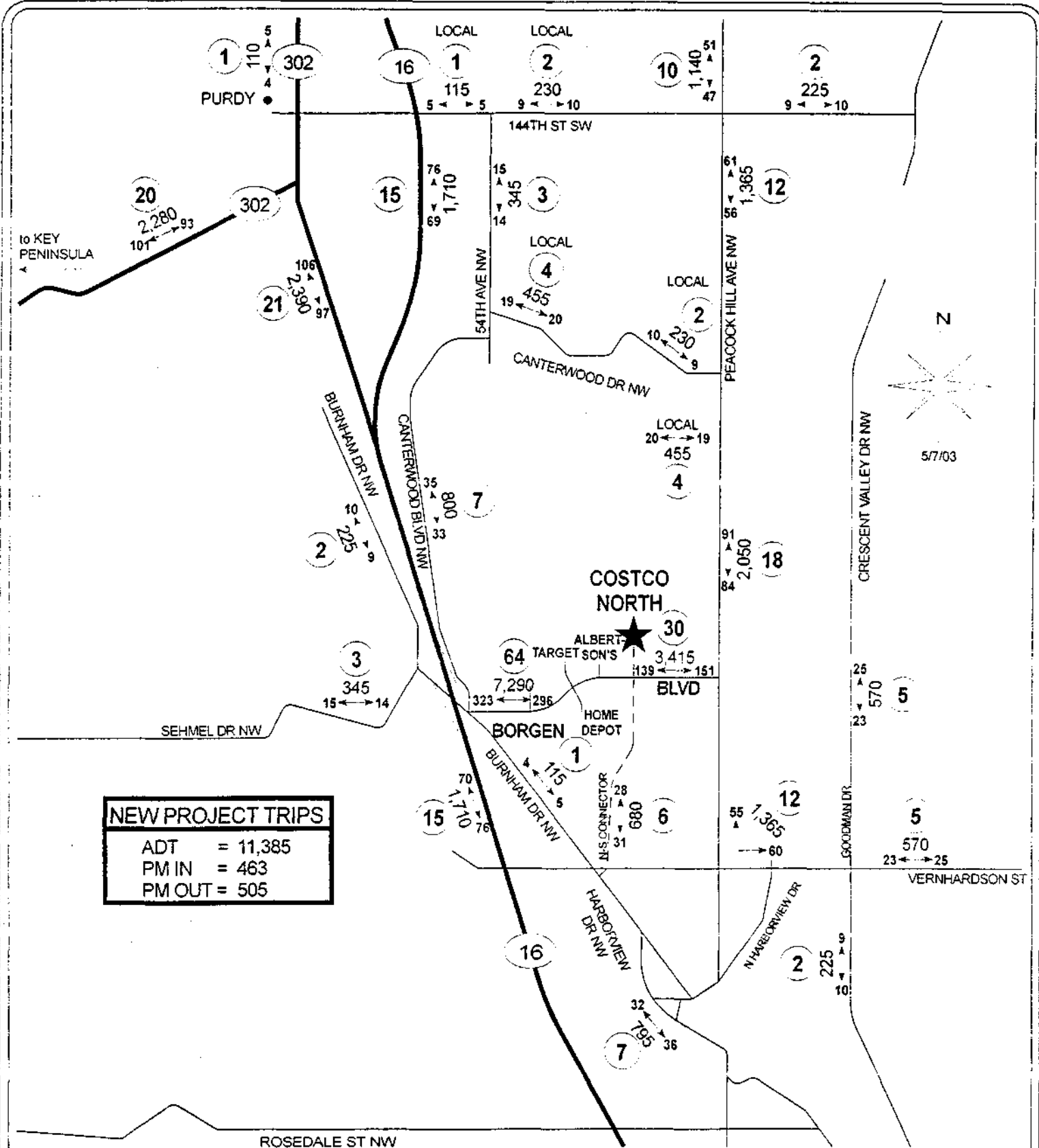
NEW SITE TRAFFIC  
(DAILY/PEAK HOUR)

25

TRIP DISTRIBUTION %

CITY OF GIG HARBOR

FIGURE 3A  
WEEKDAY PROJECT  
TRIP DISTRIBUTION  
(PM PEAK & DAILY)



NEW PROJECT TRIPS	
ADT	= 11,385
PM IN	= 463
PM OUT	= 505

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TRAFFIC IMPACT STUDY  
GTC #03-055

COSTCO NORTH DEVELOPMENT  
(180,663 SF + 150 MF UNITS)

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CITY OF GIG HARBOR

LEGEND

ADT  
PM ↔ PEAK

NEW SITE TRAFFIC  
(DAILY/PEAK HOUR)

TRIP DISTRIBUTION %

(25)

FIGURE 3B  
SATURDAY PROJECT  
TRIP DISTRIBUTION  
(PM PEAK & DAILY)

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east of the SR-16 NB "oval" RAB during the weekday PM peak. East of the Costco North site, weekday PM peak volumes on Borgen Blvd. would be much lower with 365 vph eastbound and 220 vph westbound. As shown in **Tables 4A and 4B**, all study intersections would continue to operate at the same service levels as existing conditions for both the weekday PM and Saturday peak periods. The only intersection that would operate at an unacceptable service level (below LOS D per City standards) is Borgen Blvd. at Home Depot's rear access/driveway, which would operate at LOS E (45.0) during the critical weekday PM peak and at LOS F (82.3) during the Saturday peak.

**2005 Peak Volumes/LOS With Project (Costco North):** With full development of the Costco North development by the 2005 horizon year, Borgen Blvd. is projected to carry 1,060 vph eastbound and 1,100 vph westbound just east of the SR-16 "oval" RAB during the weekday PM peak. East of the Costco North site, weekday PM peak volumes on Borgen Blvd. would be much lower with 750 vph eastbound and 615 vph westbound. As summarized in **Table 4A**, a total of six (6) intersections would degrade by 1-2 services levels for the weekday peak with the Costco North project (Albertson's rear driveway would degrade 3 levels). A total of 5 Borgen Blvd. intersections or driveways are projected to operate below LOS D for the weekday PM peak: Home Depot rear driveway - LOS F (72.4 seconds delay for NB approach); Target main driveway - LOS E (36.0 SB); Albertson's main driveway - LOS F (748.5 SB); Albertson's rear driveway - E (41.5 SB); and, Peacock Hill Avenue - E (46.9 EB). Saturday peak LOS conditions and expected delays are typically worse than the weekday peak; with a total of 6 intersections degrading by 1-2 services levels with the Costco North project (Target's main dwy. and Peacock Hill intersection would degrade 3 levels from LOS C to F). A total of 4 Borgen Blvd. intersections or driveways are projected to operate below LOS D for the Saturday peak: Home Depot rear driveway - LOS F (244.9 seconds delay for NB approach); Albertson's main driveway - LOS F (967.8 SB); Target/Office Depot driveways - F (61.2 SB); and, Peacock Hill Avenue - F (82.4 EB).

Mitigation options available at the Home Depot rear driveway would include the removal of a portion of the raised landscaped island on the west leg to provide a left-turn refuge lane or to restrict this secondary access to right-only movements. Peak delays at the Albertson's main entrance could be reduced substantially (59.0 for weekday and 67.2 for Saturday) by re-striping Borgen Blvd. between this access and the rear/service access to the west for a two-way left-turn lane (presently striped island plus EB left to service drive). The Albertson's rear/service driveway is projected to operate at LOS E (41.5) with the Costco North project. Note: The TWLTL channelization proposed for the main driveway could be extended east through this intersection, but peak turning volumes are low and this intersection operates at LOS D (30.3) during the Saturday peak. At the Peacock Hill intersection, minor widening and re-striping of the north leg for TWLTL channelization would improve peak conditions to LOS C (23.1) for weekday peak and LOS D (29.0) for the Saturday peak. The main Target driveway already has a left-turn acceleration lane provided and weekday peak conditions are nearly acceptable (LOS D/E;

TABLE 4A

FUTURE LEVEL OF SERVICE  
Weekday PM Peak-Hour

Intersection	2005 BASELINE CONDITIONS		FUTURE 2005 CONDITIONS With Costco North Project	
	LOS	Delay	LOS	Delay
1. Borgen Boulevard @ Sehmel Drive/Burnham Avenue	C	19.2 sec	C	22.7 sec
2. Borgen Boulevard @ SR-16 SB Ramps	B	11.1 sec	B	15.4 sec
3. Borgen Boulevard @ SR-16 NB Ramps/Canterwood Dr	A	3.5 sec	A	7.3 sec
4. Borgen Boulevard @ Home Depot Driveway	E	45.0 sec	F	72.4 sec
5. Borgen Boulevard @ Office Depot-Target Driveways	C	20.7 sec	E	36.0 sec
6. Borgen Boulevard @ Washington Mutual Bank Dwy	B	13.6 sec	C	21.8 sec
7. Borgen Boulevard @ 51st Ave/Target & Home Depot	A	8.4 sec	A	9.4 sec
8. Borgen Boulevard @ Albertsons Main Driveway	D	35.0 sec	F	748.5 sec
With 2-Way Left Turn Lane on East Leg			F	59.0 sec
9. Borgen Boulevard @ Albertsons Rear/Service Dwy	B	12.7 sec	E	41.5 sec
With 2-Way Left Turn Lane on East Leg			C	18.9 sec
10. Borgen Boulevard @ Peacock Hill Road	C	21.9 sec	E	46.9 sec
With 2-Way Left Turn Lane on North Leg			C	23.1 sec
11. Costco Right-In/Out Dwy			C	17.0 sec
12. Costco/Pope RAB (new) @ N-S Access Rd/Connector			A	8.2 sec



TABLE 4B

FUTURE LEVEL OF SERVICE  
Saturday PM Peak-Hour

Intersection	2005 BASELINE CONDITIONS		FUTURE 2005 CONDITIONS With Costco North Project	
	LOS	Delay	LOS	Delay
1. Borgen Boulevard @ Sehmel Drive/Burnham Avenue	C	16.6 sec	C	18.2 sec
2. Borgen Boulevard @ SR-16 SB Ramps	B	11.6 sec	B	19.2 sec
3. Borgen Boulevard @ SR-16 NB Ramps/ Canterwood Dr	A	3.0 sec	A	4.9 sec
4. Borgen Boulevard @ Home Depot Driveway	F	82.3 sec	F	244.9 sec
5. Borgen Boulevard @ Office Depot-Target Driveways	D	25.2 sec	F	61.2 sec
6. Borgen Boulevard @ Washington Mutual Bank Dwy	B	13.2 sec	C	20.8 sec
7. Borgen Boulevard @ 51st Ave/Target & Home Depot	A	9.1 sec	B	19.4 sec
8. Borgen Boulevard @ Albertsons Main Driveway	D	30.0 sec	F	967.8 sec
With 2-Way Left Turn Lane on East Leg			F	67.2 sec
9. Borgen Boulevard @ Albertsons Rear/Service Dwy	B	11.7 sec	D	30.3 sec
With 2-Way Left Turn Lane on East Leg			C	16.5 sec
10. Borgen Boulevard @ Peacock Hill Road	C	22.9 sec	F	82.4 sec
With 2-Way Left Turn Lane on North Leg			D	29.0 sec
11. Costco Right-In/Out Dwy			D	32.5 sec
12. Costco/Pope RAB (new) @ N-S Access Rd/Connector			A	9.1 sec

36.0 SB); any additional mitigation is not practical (i.e. traffic signal next to RAB intersections not recommended) and is not really needed.

In summary, the **majority of site access and off-site intersections are projected to operate at an acceptable service level (LOS D or better) for projected 2005 weekday PM peak volumes with the proposed Costco North development. Channelization improvements will be required at Borgen Blvd. intersections with Peacock Hill Avenue and Albertson's main entrance, along with Home Depot's rear driveway in order to mitigate increased traffic volumes with the project.**

**2007 Peak Volumes/LOS With Costco North & Pope South Developments:** With future development of the Pope properties (i.e. 64 acres of Business Park for current proposal) and the Costco North development by 2007, Borgen Blvd. is projected to carry 1,240 vph eastbound and 1,610 vph westbound just east of the SR-16 NB "oval" RAB during the weekday PM peak. At the eastern terminus west of Peacock Hill Road, weekday PM peak volumes on Borgen Blvd. would be much lower but still significant with 880 vph eastbound and 1,140 vph westbound. As shown in **Table 5**, the eastbound PM peak volume on Borgen would increase by 180 vph and westbound peak traffic would increase by 510 vph with future planned development of Pope properties.

As summarized in **Table 6A**, study intersections would degrade by 1-3 service levels by 2007 with the additional traffic added from development of Pope properties per existing zoning for 64 acres of Business Park. Four (4) of the 12 intersections analyzed are projected to operate at unacceptable LOS F for the weekday PM peak. Since development of 64 acres of Business Park as part of Pope's property would add over 510 vph westbound on Borgen Blvd. west toward SR-16, the adjacent Costco right-only driveway just west of the Pope/Costco RAB would degrade from LOS C (17.0) to LOS F (54.6). Other Borgen intersections that would operate at an unacceptable service level (LOS F) during the weekday peak are Home Depot Driveway (237.7), Albertson's main (103.3) driveway and Peacock Hill intersection (84.5). **The Peacock Hill intersection with Borgen Blvd. would also require a new RAB configuration** to achieve acceptable peak LOS conditions for 2007 with development of the Pope property (64-acre Business Park). As shown in **Table 6B**, Saturday peak conditions for 2007 with Pope development would be better than for the weekday peak since business park traffic would be significantly reduced on weekends. The only intersection that would operate at LOS F on Saturday is the Home Depot rear driveway (348.3). Note: The future 2007 analysis assumes 2-lanes eastbound and westbound on Borgen Blvd., all 2-lane roundabouts, and all proposed mitigation (i.e. two-way left-turn lanes added) for the future 2005 analysis of the Costco North proposal.

In summary, a total of four (4) site access and off-site intersections are projected to operate at an unacceptable service level (LOS E or worse) for projected 2007 weekday PM peak volumes with additional Pope property development. Widening and/or conversion of existing roundabouts at the SR-16 SB ramps and Target/Home Depot

**Table 5**

**Comparison of Peak Traffic on Borgen Blvd.**

• **Borgen Blvd. East of SR-16 NB "Oval" Roundabout**

	Weekday PM Peak		Saturday Peak	
	<u>Eastbound</u>	<u>Westbound</u>	<u>Eastbound</u>	<u>Westbound</u>
* Existing Conditions (2003)	720	660	865	805
* Future 2005 Baseline	820	745	955	885
* Future 2005 w/ Costco North	1,060	1,100	1,345	980
* Future 2007 w/ Costco North and Pope Existing Zoning	1,240	1,610	1,420	1,055

• **Borgen Blvd. West of Peacock Hill Avenue**

* Existing Conditions (2003)	345	200	345	245
* Future 2005 Baseline	365	220	360	265
* Future 2005 w/ Costco North	750	615	845	690
* Future 2007 w/ Costco North and Pope Existing Zoning	880	1,140	920	770

Costco North  
 GTC #03-055  
 TABLE 6A

**FUTURE LEVEL OF SERVICE**  
**Weekday PM Peak-Hour**

Intersection	FUTURE 2005 CONDITIONS With Costco North Project		FUTURE 2007 CONDITIONS With Costco North & Pope Development <sup>1</sup>	
	LOS	Delay	LOS	Delay
1. Borgen Boulevard @ Sehmel Drive/Burnham Avenue	C	22.7 sec	D	26.4 sec
2. Borgen Boulevard @ SR-16 SB Ramps	B	15.4 sec	B	19.3 sec
3. Borgen Boulevard @ SR-16 NB Ramps/Canterwood Dr	A	7.3 sec	D	36.9 sec
4. Borgen Boulevard @ Home Depot Driveway	F	72.4 sec	F	237.7 sec
5. Borgen Boulevard @ Office Depot-Target Driveways	E	36.0 sec	E	42.1 sec
6. Borgen Boulevard@ Washington Mutual Bank Dwy	C	21.8 sec	C	15.2 sec
7. Borgen Boulevard@ 51st Ave/Target & Home Depot	A	9.4 sec	A	7.7 sec
8. Borgen Boulevard @ Albertsons Main Driveway	F	59.0 sec	F	103.3 sec
9. Borgen Boulevard @ Albertsons Rear/Service Dwy	C	18.9 sec	D	26.2 sec
10. Borgen Boulevard @ Peacock Hill Road	C	23.1 sec	F	84.5 sec
11. Costco Right-In/Out Dwy	C	17.0 sec	F	54.6 sec
12. Costco/Pope RAB (new) @ N-S Access Rd/Connector	A	8.2 sec	D	54.6 sec

<sup>1</sup> Assumes 2 Lanes EB/WB, all Roundabouts are 2-lane roundabouts & all Proposed Mitigation from Table 4A

Costco North  
 GTC #03-055  
 TABLE 6B

**FUTURE LEVEL OF SERVICE**  
**Saturday PM Peak-Hour**

Intersection	FUTURE 2005 CONDITIONS With Costco North Project		FUTURE 2007 CONDITIONS With Costco North & Pope Development <sup>1</sup>	
	LOS	Delay	LOS	Delay
1. Borgen Boulevard @ Sehmel Drive/Burnham Avenue	C	18.2 sec	C	19.1 sec
2. Borgen Boulevard @ SR-16 SB Ramps	B	19.2 sec	C	23.9 sec
3. Borgen Boulevard @ SR-16 NB Ramps/ Canterwood Dr	A	4.9 sec	A	5.6 sec
4. Borgen Boulevard @ Home Depot Driveway	F	244.9 sec	F	348.3 sec
5. Borgen Boulevard @ Office Depot-Target Driveways	F	61.2 sec	E	46.4 sec
6. Borgen Boulevard@ Washington Mutual Bank Dwy	C	20.8 sec	B	13.3 sec
7. Borgen Boulevard@ 51st Ave/Target & Home Depot	B	19.4 sec	C	24.7 sec
8. Borgen Boulevard @ Albertsons Main Driveway	F	67.2 sec	E	36.9 sec
9. Borgen Boulevard @ Albertsons Rear/Service Dwy	C	16.5 sec	B	13.7 sec
10. Borgen Boulevard @ Peacock Hill Road	D	29.0 sec	E	37.4 sec
11. Costco Right-In/Out Dwy	D	32.5 sec	D	32.3 sec
12. Costco/Pope RAB (new) @ N-S Access Rd/Connector	A	9.1 sec	A	9.3 sec

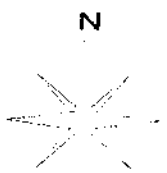
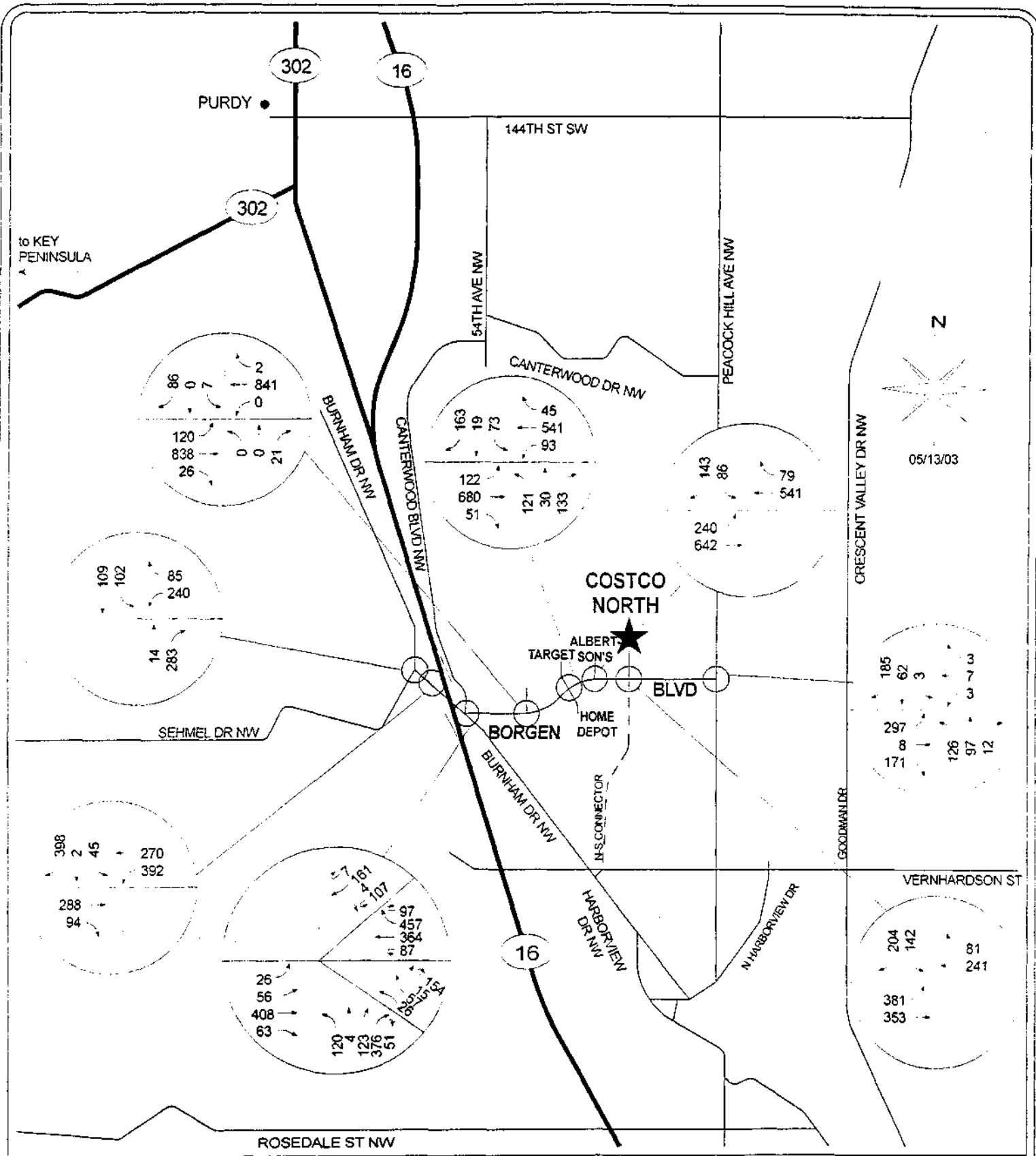
<sup>1</sup> Assumes 2 Lanes EB/WB, all Roundabouts are 2-lane roundabouts & all Proposed Mitigation from Table 4B

entrances to 2-Lane RAB's would be required. The new Costco/Pope RAB would need to have 2 circulator lanes. The existing SR-16 NB RAB (2-lane) and SR-16 SB RAB (1-lane) would still be able to accommodate the increased peak traffic (LOS C or better for weekday and LOS C or better for Saturday). The Peacock Hill intersection would also operate at LOS F and require construction of a 5<sup>th</sup> RAB to provide an adequate service level at this location during peak periods. The secondary driveway to Costco North would also degrade to LOS F and mitigation is not possible since already restricted to right-only turning movements.

#### **Access Requirements & Channelization Needs**

**2005 With Costco North Project:** 2005 weekday PM peak-hour turning volumes at the Costco/Pope roundabout (RAB) and the right-only access driveway to the west are summarized on **Figure 4A**; 2005 Saturday peak-hour volumes at both Costco North access locations on **Figure 4B**. The projected westbound PM peak volume on Borgen Blvd. approaching the right-only driveway would be 535 vph, while the WB right-turn volume would be 44 vph. The Saturday peak volumes at this location would be 672 vph for the WB through and 74 vph for the WB right-turn. Per WSDOT guidelines for right-turn channelization (Figure 910-12 of *Design Manual*), a full right-turn deceleration lane is warranted for both weekday and Saturday peak volumes in 2005 with the Costco North project. The westbound through volumes are high enough, especially the Saturday peak volume of 672 vph, to warrant a second WB traffic lane west of the new Costco/Pope RAB/access intersection to both developments. Thus, instead of a separate right-turn lane being added on Borgen Blvd., the new second WB travel lane would be utilized as a through/right-turn lane at the Costco right-only driveway intersection. As for left-turn channelization, neither access location would require a center left-turn lane since the primary access would be a RAB intersection and the secondary access would be restricted to right-only movements. GTC is also recommending re-striping of existing center-left channelization east of Albertson's main driveway, to provide center TWLTL channelization which would improve peak LOS conditions (and reduce delays) for exiting left vehicles from the SB driveway approach and still accommodate EB left-turn vehicles to the rear/service driveway immediately to the east.

**2007 With Future Pope Development:** Future 2007 weekday PM peak-hour turning volumes at the Costco/Pope roundabout (RAB) and the right-only access driveway to the west are summarized on **Figure 5A**; 2007 Saturday peak-hour volumes at both Costco North access locations on **Figure 5B**. Site access to the Pope properties would be provided primarily via the new N-S Connector road, which would bisect the major business park parcel, and the proposed Costco/Pope RAB where intersecting Borgen Blvd. The proposed single-lane RAB at the primary access roads to Costco North and Pope business park property would need to be converted to a 2-lane RAB. A second eastbound traffic lane would need to be added to Borgen Blvd. from the SR-16 "oval" RAB to the new Costco/Pope RAB to handle projected 2007 peak volumes of 1,240 vph



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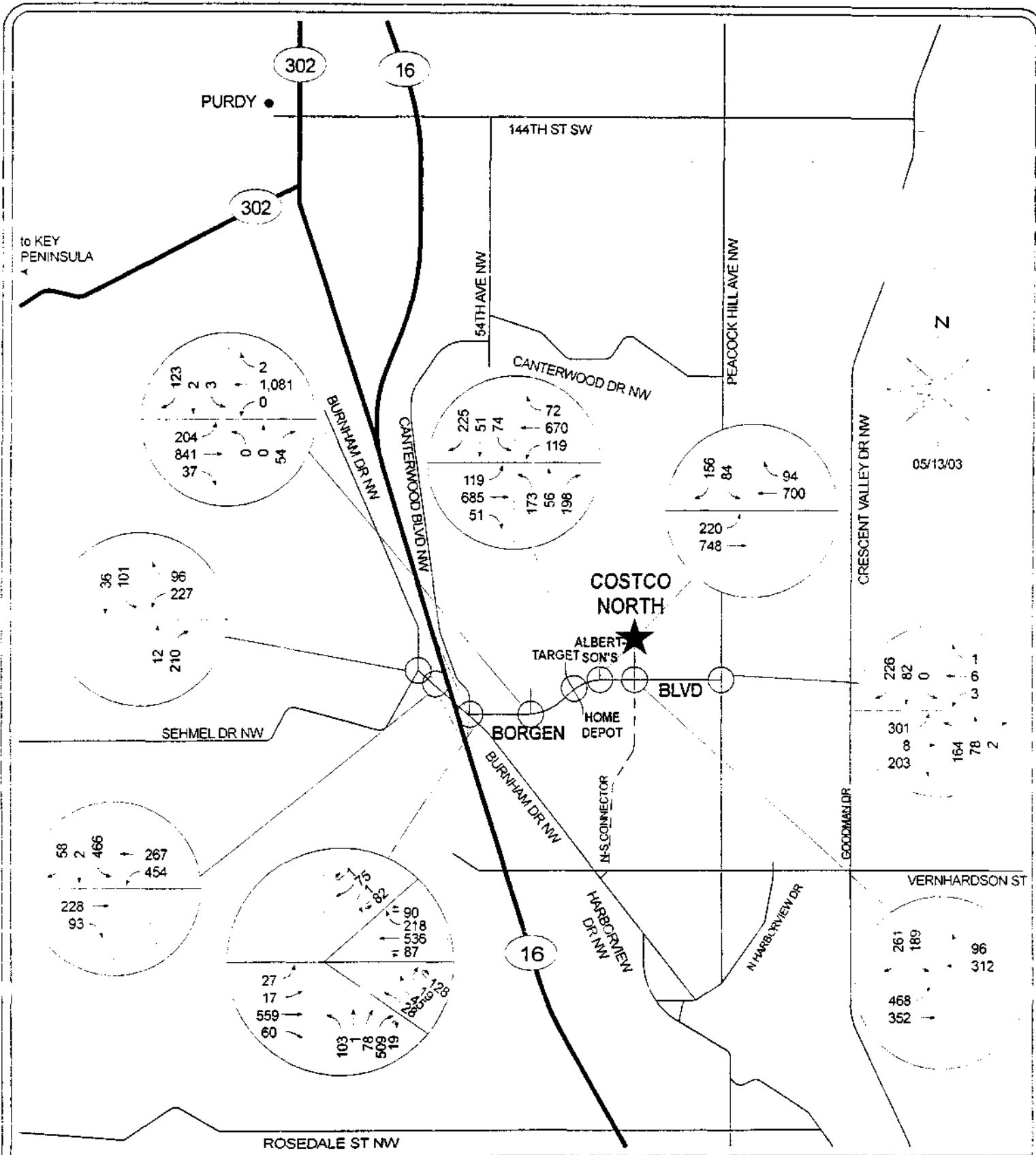
COSTCO NORTH DEVELOPMENT  
(180,663 SF + 150 MF UNITS)

CITY OF GIG HARBOR

LEGEND

xxx → PM PEAK HOUR  
TURNING MOVEMENT VOLUMES

FIGURE 4A  
FUTURE 2005 WEEKDAY  
WITH COSTCO NORTH  
PM PEAK TURNING  
MOVEMENT VOLUMES



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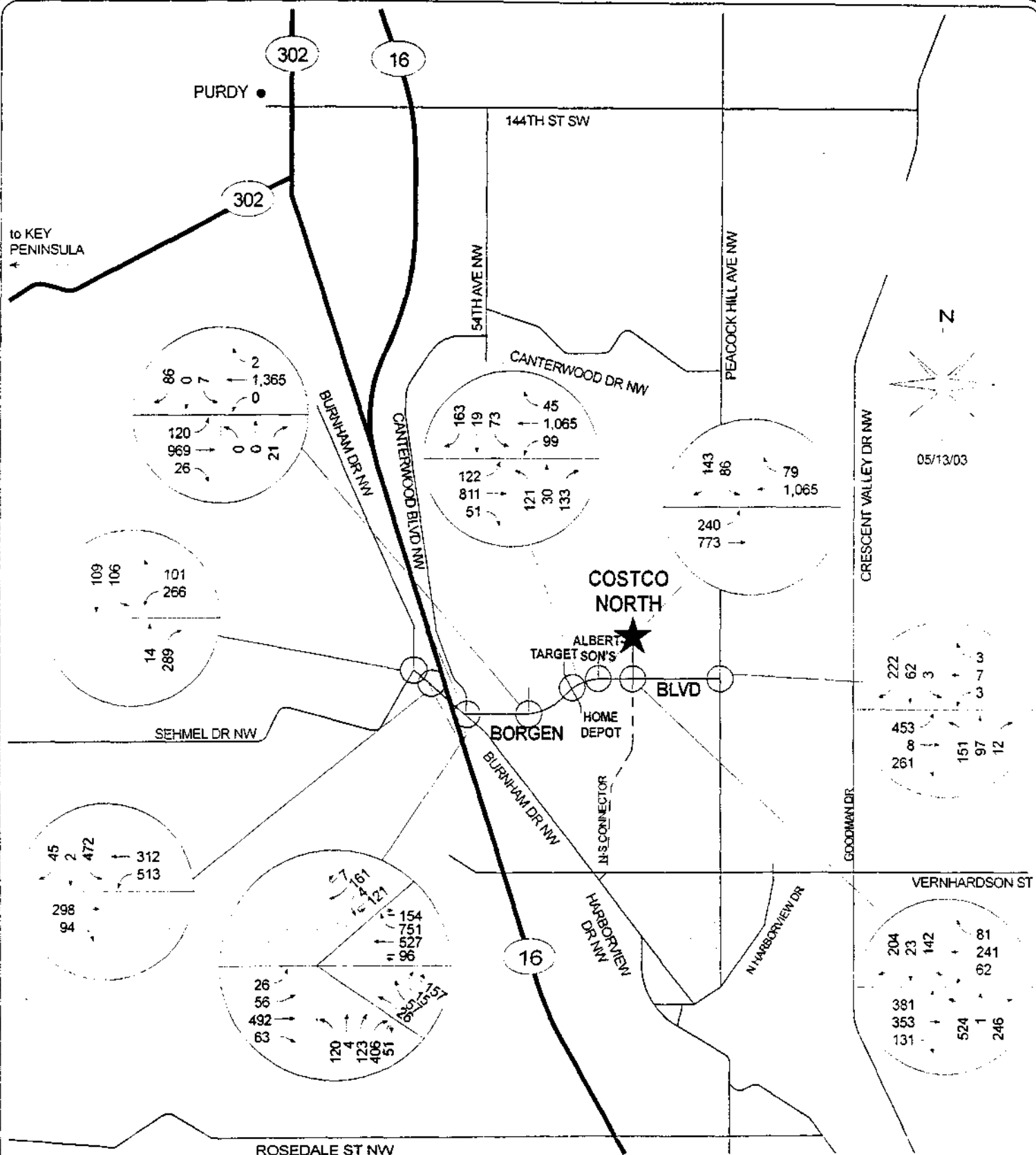
LEGEND

xxx → PEAK HOUR  
TURNING MOVEMENT VOLUMES

FIGURE 4B

FUTURE 2005 SATURDAY  
WITH COSTCO NORTH  
PEAK TURNING  
MOVEMENT VOLUMES





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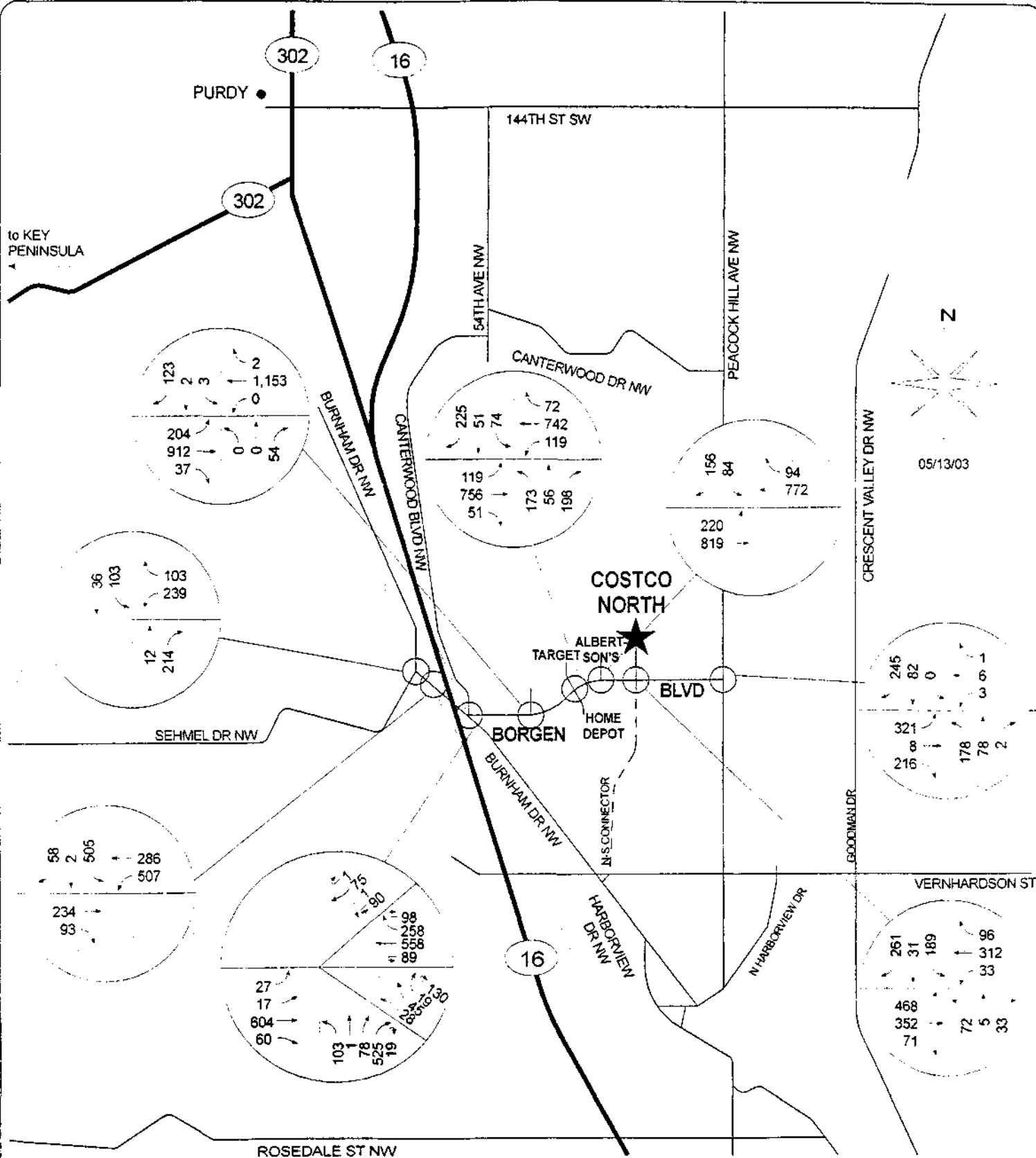
LEGEND

xxx → PM PEAK HOUR  
TURNING MOVEMENT VOLUMES

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FIGURE 5A

FUTURE 2007 WEEKDAY  
WITH POPE DEVELOPMENT  
PM PEAK TURNING  
MOVEMENT VOLUMES



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(180,663 SF + 150 MF UNITS)

LEGEND

xxx → PEAK HOUR  
TURNING MOVEMENT VOLUMES

FIGURE 5B

FUTURE 2007 SATURDAY  
WITH POPE DEVELOPMENT  
PEAK TURNING  
MOVEMENT VOLUMES

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on weekdays and 1,420 vph on Saturdays. Separate right-turn deceleration lanes would also be required at the Pope business park and Costco North right-only driveways.

### **Traffic Safety Issues**

**Pedestrian Travel/Crossing Safety:** With construction of the Costco North retail development, concrete sidewalks will be added along the north side of Borgen Blvd which would connect to the existing sidewalk adjacent to the Albertson's site. As part of the proposed roundabout design for the intersection of the new north-south access road for Costco North and the proposed North-South Connector through Pope's properties, pedestrian crossings will be provided across all 4 "spoke" approaches. Each crosswalk will cut-through the median splitter island on each approach which would reduce the pedestrian crossing distance of "live" travel lanes by 50 percent. Thus, pedestrians attempting to cross Borgen Blvd. between Costco North and future Pope development sites would only have to cross 2 traffic lanes plus a bicycle lane to/from the median splitter islands. With reduced travel speeds of 15-20 mph on Borgen Blvd. through the new roundabout, **retail patrons or employees walking between Costco North and future Pope development sites would be able to cross Borgen Blvd. safely with the proposed roundabout design.** There are also plans to construct a walking/cart path between the new retired community town-home site and the Costco North site, to encourage internal trips by walking, biking or driving a golf cart to and from the Costco and other retail stores.

**Roundabout Travel Characteristics/Safety:** GTC's daily observations of vehicular traffic driving through the existing 3 roundabouts (RAB's) in the Borgen Blvd. corridor are: 1) nearly all motorists stop on every approach despite the "yield" signs/markings whether any vehicles are approaching from the left or not; 2) very few motorists use the inside lane on the critical Borgen WB and off-ramp NB approaches at the 2-lane "oval" RAB at SR-16; 3) very few motorists use the inside circulator lane at the "oval" RAB at SR-16 NB ramps either due to complicated weaving maneuvers (which lead to safety concerns), the traffic circle not being large enough or they are so confused they just stay in the outside lane to be safe; and, 4) significant number of motorists travel through all 3 RAB's (especially the single-lane RAB's at Target/Home Depot and the SR-16 SB ramps) at 20-30 mph, cutting across the striped area on the inside or using part of the inside lane at the SR-16 NB "oval" RAB. In order to improve overall traffic operations, efficient utilization of 2-lane approaches and safety conditions at existing/future RAB intersections in the Borgen Blvd. corridor, the following improvements are recommended:

- Add thermoplastic "rumble" buttons radially across the circulator lane(s) at each RAB intersection to slow traffic down to 15 mph design speed.
- Install special directional signs at the existing SR-16 NB "oval" RAB and Target/Home Depot RAB (with future conversion to 2-lanes) to better utilize the 2-lane approaches and improve travel safety conditions by reducing the

number of weave maneuvers to/from the inside circulator lane. Note: A new sign on the NB off-ramp at the "oval" RAB would direct motorists destined for the Canterwood, NB on-ramp and Burnham over-crossing spokes to use the inside lane and those destined for Burnham south and Borgen east to use the outside lane.

Develop educational brochure or flyer on roundabout traffic operations to better educate the motoring public (e.g. they should only stop when they see a vehicle approaching from the left and proceed into the RAB at 15 mph if there is no conflicting vehicle from the left, approaching motorists only need to look to the left and not both directions, etc.).

## MITIGATION MEASURES (Costco North Project)

### Off-Site Transportation Improvements (2005)

**Table 4A** summarizes future 2005 baseline and with project peak LOS conditions for the weekday PM peak period, and all City intersections must operate at LOS D or off-site mitigation improvements are required per City ordinance. The intersection of Borgen Blvd. and Peacock Hill Avenue is projected to operate at unacceptable LOS E with the Costco North development by 2005. **Minor widening on Peacock north of Borgen Blvd. to provide a two-way left-turn lane (TWLTL)** would improve weekday PM peak conditions to an acceptable LOS C. **Albertson's main entrance driveway** would operate at LOS F with the Costco project fully occupied (LOS D for 2005 baseline). With an existing WB right-turn lane already provided, the only improvement that can be made is **re-striping the center lane area for TWLTL channelization between the main driveway and the rear/service driveway to the east** (would reduce the PM peak delay for the SB approach from 748.5 to 59 seconds). **Home Depot's rear driveway** is projected to operate at LOS F with the project (LOS E for 2005 baseline). Potential channelization improvements on Borgen include the removal of a portion of the raised/landscaped island which begins just west of this driveway and re-stripe for a left-turn refuge area. Another alternative would be to **restrict this driveway to right-in/out access** which would improve peak conditions to an acceptable service level. Target's main driveway would operate at LOS E with the project, but left-turn channelization is already provided at this location and installing a traffic signal is not advised since this access driveway is in close proximity to the 2 existing roundabout intersections (51<sup>st</sup> Avenue and SR-16 NB ramps "oval").

### Off-Site Safety Improvements (2005)

In order to improve traffic operations and safety at existing roundabout intersections, the following off-site safety improvements are recommended as additional mitigation measures for the Costco North project:

- Add a series of small thermoplastic traffic buttons to create "rumble" effect for vehicles traveling through existing roundabout intersections. The traffic buttons should be closely spaced in a radial direction from the center of the traffic circle at spacing intervals of 40-50 feet around each existing or proposed roundabout. This "rumble button" treatment should help slow down vehicles to ensure a 15 mph travel speed around each roundabout.
- Add similar continuous "rumble button" treatment for white center striping at the mid-point of the existing 2-lane "oval" roundabout at the SR-16 NB ramps junction with Canterwood Blvd. and Burnham Avenue.
- Install special directional signs at the existing SR-16 NB "oval" RAB and 51<sup>st</sup> Avenue (Target/Home Depot) RAB (with future conversion to 2-lanes) to better utilize the 2-lane approaches and improve travel safety conditions by reducing the number of weave maneuvers to/from the inside circulator lane. A new sign on the NB off-ramp at the "oval" RAB would direct motorists destined for the Canterwood, NB on-ramp and Burnham over-crossing spokes to use the inside lane and those destined for Burnham south and Borgen east to use the outside lane. A similar sign on the Borgen WB approach would assign vehicles to the inside lane if destined for the SR-16 over-crossing or Burnham south. For the 51<sup>st</sup> Avenue RAB, new directional signs should be placed on both Borgen approaches to direct through vehicles to use the inside lanes when widened in future to a 2-lane roundabout.
- Develop educational brochure or flyer on roundabout traffic operations to better educate the motoring public (e.g. they should only stop when they see a vehicle approaching from the left and proceed into the RAB at 15 mph if there is no conflicting vehicle from the left, approaching motorists only need to look to the left and not both directions, etc.), which could be handed out at nearby major retail stores, City Civic Center, Canterwood clubhouse, etc.

#### **Borgen Blvd. Capacity & Roundabout Improvements (2005 with Costco North)**

The future 2005/2007 traffic analyses of the proposed Costco North commercial development and future Pope south development indicate that Borgen Blvd., with existing and proposed roundabouts (RAB's), would have more than adequate carrying capacity to accommodate projected 2007 weekday and Saturday peak traffic volumes. In order to provide adequate traffic carrying capacity and peak LOS conditions at critical intersections in the Borgen Blvd. corridor, the following off-site improvements are recommended with the Costco North development. Projected 2005/2007 weekday PM peak and Saturday peak volumes at the western and eastern ends of Borgen Blvd. are summarized in **Table 5** in prior section. **Table 7** summarizes the projected peak LOS conditions (for weekday PM peak) and number of circulator lanes at each roundabout

Table 7

**Roundabout (RAB) Summary  
Weekday LOS & Lane/Improvement Needs**

<u>Borgen Blvd. RAB</u>	<u>Number of RAB Circulator Lanes</u>	<u>Overall Intersection</u>		<u>Worst Approach</u>	
		<u>LOS</u>	<u>Delay</u>	<u>LOS</u>	<u>Delay</u>
* SR-16 NB Ramps "Oval"					
2005 with Costco North	2	A	7.3	B	11.7 NB (off-ramp)
2007 with Pope Devel.	2	D	36.9	E	64.1 WB (Borgen)
* SR-16 SB Ramps -					
2005 with Costco North	1	B	15.4	C	21.2 SB (off-ramp)
2007 with Pope Devel.	2	B	19.3	D	44.3 EB (Borgen)
* 51 <sup>st</sup> Avenue (Target/Home Depot)					
2005 with Costco North	1	A	9.4	C	23.0 NB (Home Depot)
2007 with Pope Devel.	2	A	7.7	B	18.6 SB (Target)
* Costco/Pope Access (North-South Connector)					
2005 with Costco North	1	A	8.2	A	9.0 SB (Costco)
2007 with Pope Devel.	2	D	54.6	F	147.1 NB (Pope)
				B	15.7 SB (Costco)

intersection for 2005 (with Costco North project) and 2007 (with Costco North + future Pope South development per existing zoning) analysis scenarios.

- Add second westbound (WB) travel lane to Borgen Blvd. starting just west of the new Costco/Pope (N-S Connector) roundabout west to the just east of the SR-16 NB "oval" roundabout (where widens to 2 lanes).
- Construct single-lane roundabout at the intersection of Borgen Blvd. and the new N-S access road to the Costco North site to provide adequate traffic flow/LOS conditions during peak periods and accommodate the future primary access to the Pope property (proposed N-S Connector road to Burnham Avenue to the south). Note: This intersection would be widened to a 2-lane roundabout in the future, when significant traffic is added to the south "spoke" from development of Pope properties south of Borgen Blvd.

Note: Widening of the 51<sup>st</sup> Avenue RAB to Target and Home Depot is not required as mitigation for the Costco North project since peak LOS conditions are still acceptable and EB/WB peak through volumes are still below the capacity for a single travel lane.

#### **Borgen Blvd. Capacity & RAB Improvements (2007 - Pope South Development)**

In order to provide adequate traffic carrying capacity and peak LOS conditions at critical intersections in the Borgen Blvd. corridor, the off-site improvements listed below are likely based on GTC's preliminary traffic assessment of 2007 peak volumes/LOS conditions with future Pope South development per existing zoning. Projected 2005/2007 weekday PM peak and Saturday peak volumes at the western and eastern ends of Borgen Blvd. are summarized in **Table 5** in prior section. **Table 7** summarizes the projected peak LOS conditions (for weekday PM peak) and number of circulator lanes at each roundabout intersection for 2005 (with Costco North project) and 2007 (with Costco North + future Pope development) analysis scenarios.

- Add second eastbound (EB) travel lane to Borgen Blvd. starting just east of the SR-16 NB "oval" roundabout (where currently 2 lanes EB) east to the new Costco/Pope roundabout at the location of the future N-S Connector.
- Convert the Costco/Pope roundabout to a 4-spoke/2-lane RAB to accommodate the N-S Connector access road approach from the south as well as the substantial increase in east-west traffic volumes on Borgen Blvd.
- Convert the 51<sup>st</sup> Avenue roundabout (Target/Home Depot) to a 2-lane RAB to accommodate the projected increase in east-west traffic volumes on Borgen Blvd.

- Construct additional channelization improvements (separate left and right-turn lanes) at existing GHN/GHS driveways and proposed Costco North RTO driveway, as needed to mitigate the impact of increased Borgen traffic on peak delays and LOS on stop-controlled driveway approaches.
- Widen Borgen Blvd. in the vicinity of proposed Pope access driveways on the north and south sides to provide left and right-turn channelization as needed to satisfy WSDOT/City design guidelines.

#### **Recommended On-Site Access/Safety Improvements (Costco North)**

The following on-site access/frontage, safety and parking improvements are recommended to ensure the safety of vehicular and pedestrian traffic to/from the proposed Costco North development site and accommodate peak parking demands on-site without overflow to the adjacent City streets. All frontage improvements would be constructed to City of Gig Harbor standards.

1. Construct the two (2) proposed Costco North site access driveways onto Borgen Blvd. per City of Gig Harbor design standards, with standard 30-foot commercial driveway approaches, for the western right-only access and the eastern access to the proposed single-lane roundabout. The eastern access road would be widened on the approach to the roundabout to provide a center "splitter" island.
2. Extend 51<sup>st</sup> Avenue north of the Target site to provide exclusive access to the medium density residential property, north and west of the Costco site, and the proposed retired community town-homes.
3. Extend the north-south access road along the eastern boundary of the Costco retail site to north boundary and provide a 20-foot emergency access connection to the proposed cul-de-sac at the eastern end of the residential site.
4. Install a standard right-turn deceleration lane per WSDOT standards (325 feet of storage and 50-foot taper) on the westbound approach to the western access RTO driveway to the Costco North site.
5. Provide new concrete sidewalk on the north side of Borgen Blvd. along the Costco site frontage, connecting to the existing sidewalk along Albertson's frontage. Also construct pedestrian walkways and crosswalks, with appropriate signs and markings per MUTCD standards, between the new Costco store and the various retail pad buildings to provide safe travel by patrons between buildings and to encourage walking trips.
6. Construct internal paved walkway/cart path between the adjacent town-homes and the Costco site to encourage internal walking, biking and golf cart trips.



Mr. David R. Skinner, P.E.

May 22, 2003

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7. Install standard stop sign and stop line per MUTCD guidelines at the proposed western site access driveway approach to Borgen Blvd. to safely control exiting maneuvers. Note: The N- S Access road approach would be controlled by a "Yield" sign as would the other Borgen approaches.
8. Provide secure bicycle rack facilities near the new Costco store and possibly at the other retail buildings to help encourage bicycle travel by residents to the west.
9. Provide adequate on-site parking spaces including handicapped stalls near the entrances to the Costco and other retail buildings to satisfy City code requirements (857 total spaces are provided per the latest Site Plan).

We trust that GTC's traffic impact analysis, findings and recommended mitigation are adequate for the City of Gig Harbor and WSDOT's Northwest Region to complete their SEPA reviews of the proposed Gig Harbor Costco North development. If you have any questions, please call me at (253) 857-8840. Thanks again, Dave, for your timely input and coordination.

Sincerely,

GIBSON TRAFFIC CONSULTANTS, INC.

*Matthew J. Palmer*

For

Terry L. Gibson, P.E.  
President

Attachments

CC: Dale Pinney, FWDS (Applicant)  
Scott Shanks, FWDS



9/29/03

**GIBSON**  
**TRAFFIC**  
**CONSULTANTS**

# Trip Generation

Costco  
GTC #03-055

Costco North (Existing Zoning)

Trip Generation for: Weekday  
(a.k.a.): Average Weekday Daily Trips (AWDT)

LAND USES	VARIABLE	ITE LU code	Gross Trips							Internal Crossover		NET EXTERNAL TRIPS BY TYPE				DIRECTIONAL ASSIGNMENTS				
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	In+Out (Total)	PASS-BY	IN BOTH DIRECTIONS		NEW		PASS-BY		DIVERTED LINK		NEW	
											% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In	Out	In	Out	In	Out
PCD-RLD	55.00 Units	210	9.57	50%	50%	526	0%	0	526	0%	0	0%	0	526	0	0	0	0	263	263
PCD-RMD	48.00 Units	230	5.86	50%	50%	281	0%	0	281	0%	0	0%	0	281	0	0	0	0	141	140
BP	2.50 Acres	770	149.79	50%	50%	374	5%	19	355	0%	0	0%	0	355	0	0	0	0	178	177
PCD-RLD	20.00 Units	210	9.57	50%	50%	191	0%	0	191	0%	0	0%	0	191	0	0	0	0	96	95
<b>Totals</b>						1374		19	1355		0		0	1355	0	0	0	0	678	677

LAND USES	VARIABLE	ITE LU code	Gross Trips							Internal Crossover		NET EXTERNAL TRIPS BY TYPE				DIRECTIONAL ASSIGNMENTS				
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	In+Out (Total)	PASS-BY	IN BOTH DIRECTIONS		NEW		PASS-BY		DIVERTED LINK		NEW	
											% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In	Out	In	Out	In	Out
PCD-RLD	55.00 Units	210	9.57	50%	50%	526	0%	0	526	0%	0	0%	0	526	0	0	0	0	263	263
PCD-RMD	48.00 Units	230	5.86	50%	50%	281	0%	0	281	0%	0	0%	0	281	0	0	0	0	141	140
BP	2.50 Acres	770	149.79	50%	50%	374	5%	19	355	0%	0	0%	0	355	0	0	0	0	178	177
PCD-RMD	60.00 Units	230	5.86	50%	50%	352	0%	0	352	0%	0	0%	0	352	0	0	0	0	176	176
<b>Totals</b>						1534		19	1515		0		0	1515	0	0	0	0	758	757

Costco  
GTC #03-055

Costco North (Existing Zoning)

Trip Generation for: Weekday, Peak Hour of Adjacent Street Traffic, One Hour between 4 and 6 p.m.  
(a.k.a.): Weekday PM Peak Hour

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE				DIRECTIONAL ASSIGNMENTS						
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	IN BOTH DIRECTIONS		DIVERTED LINK		NEW		PASS-BY		DIVERTED LINK		NEW	
											% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In+Out (Total)	In	Out	In	Out	In	Out	
PCD-RLD	55.00	Units	210	1.01	64%	36%	56	0%	0	56	0%	0	0%	0	56	0	0	0	0	36	20	
PCD-RMD	48.00	Units	230	0.54	67%	33%	26	0%	0	26	0%	0	0%	0	26	0	0	0	0	17	9	
BP	2.50	Acres	770	16.84	20%	80%	42	5%	2	40	0%	0	0%	0	40	0	0	0	0	8	32	
PCD-RLD	20.00	Units	210	1.01	64%	36%	20	0%	0	20	0%	0	0%	0	20	0	0	0	0	13	7	
<b>Totals</b>							144		2	142		0		0	142	0	0	0	0	74	68	

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE				DIRECTIONAL ASSIGNMENTS						
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	IN BOTH DIRECTIONS		DIVERTED LINK		NEW		PASS-BY		DIVERTED LINK		NEW	
											% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In+Out (Total)	In	Out	In	Out	In	Out	
PCD-RLD	55.00	Units	210	1.01	64%	36%	56	0%	0	56	0%	0	0%	0	56	0	0	0	0	36	20	
PCD-RMD	48.00	Units	230	0.54	67%	33%	26	0%	0	26	0%	0	0%	0	26	0	0	0	0	17	9	
BP	2.50	Acres	770	16.84	20%	80%	42	5%	2	40	0%	0	0%	0	40	0	0	0	0	8	32	
PCD-RMD	60.00	Units	230	0.54	67%	33%	32	0%	0	32	0%	0	0%	0	32	0	0	0	0	21	11	
<b>Totals</b>							156		2	154		0		0	154	0	0	0	0	82	72	

Costco  
GTC #03-055

Costco North (Existing Zoning)

Trip Generation for: Saturday, Peak Hour of Generator

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE				DIRECTIONAL ASSIGNMENTS					
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	IN BOTH DIRECTIONS		NEW		PASS-BY		DIVERTED LINK		NEW		
											% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In	Out	In	Out	In	Out	
PCD-RLD	55.00	Units	210	0.94	54%	46%	52	0%	0	52	0%	0	0%	0	52	0	0	0	0	28	24
PCD-RMD	48.00	Units	230	0.47	54%	46%	23	0%	0	23	0%	0	0%	0	23	0	0	0	0	12	11
BP	2.50	Acres	770	3.67	50%	50%	9	5%	0	9	0%	0	0%	0	9	0	0	0	0	5	4
PCD-RLD	20.00	Units	210	0.94	54%	46%	19	0%	0	19	0%	0	0%	0	19	0	0	0	0	10	9
<b>Totals</b>							103		0	103		0		0	103	0	0	0	0	55	48

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE				DIRECTIONAL ASSIGNMENTS					
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	IN BOTH DIRECTIONS		NEW		PASS-BY		DIVERTED LINK		NEW		
											% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In	Out	In	Out	In	Out	
PCD-RLD	55.00	Units	210	0.94	54%	46%	52	0%	0	52	0%	0	0%	0	52	0	0	0	0	28	24
PCD-RMD	48.00	Units	230	0.47	54%	46%	23	0%	0	23	0%	0	0%	0	23	0	0	0	0	12	11
BP	2.50	Acres	770	3.67	50%	50%	9	5%	0	9	0%	0	0%	0	9	0	0	0	0	5	4
PCD-RMD	60.00	Units	230	0.47	54%	46%	28	0%	0	28	0%	0	0%	0	28	0	0	0	0	15	13
<b>Totals</b>							112		0	112		0		0	112	0	0	0	0	60	52

Costco  
GTC #03-055

Costco North Proposal

Trip Generation for: Weekday  
(a.k.a.): Average Weekday Daily Trips (AWDT)

LAND USES	VARIABLE	ITE LU code	NET EXTERNAL TRIPS BY TYPE																	
			Gross Trips						Internal Crossover		IN BOTH DIRECTIONS				DIRECTIONAL ASSIGNMENTS					
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	PASS-BY % of Ext. Trips	PASS-BY In+Out (Total)	DIVERTED LINK <sup>3</sup> % of Ext. Trips	DIVERTED LINK <sup>3</sup> In+Out (Total)	NEW In+Out (Total)	PASS-BY In Out		DIVERTED LINK In Out		NEW In Out	
Costco with Gas Pumps	143.46 K ft <sup>2</sup>		83.66 <sup>1</sup>	50%	50%	12002	5%	600	11402	20%	2280	15%	1710	7412	1140	1140	855	855	3706	3706
Retirement Community	150.00 Units	250	2.56 <sup>2</sup>	50%	50%	384	5%	19	365	0%	0	0%	0	365	0	0	0	0	183	182
Specialty Retail	37.20 K ft <sup>2</sup>	814	40.67	50%	50%	1513	5%	76	1437	25%	359	0%	0	1078	180	179	0	0	539	539
<b>Totals</b>						13899		695	13204		2639		1710	8855	1320	1319	855	855	4428	4427

<sup>1</sup> Used a ratio of ADT to PM Peak Hour from ITE LU 820 to determine ratio to be applied to Costco PM Peak Hour to find ADT Trip Rate.

<sup>2</sup> Used a ratio of PM Peak Hour to PM Peak Hour from ITE LU 210 to determine ratio to be applied to ITE LU 210 ADT to find ADT Trip Rate.

<sup>3</sup> Crossover Trip exchange between proposed Costco North and existing GHN/GHS retail stores.

Costco North Proposal

Trip Generation for: Weekday, Peak Hour of Adjacent Street Traffic, One Hour between 4 and 6 p.m.  
(a.k.a.): Weekday PM Peak Hour

LAND USES	VARIABLE	ITE LU code	NET EXTERNAL TRIPS BY TYPE																			
			Gross Trips						Internal Crossover		IN BOTH DIRECTIONS						DIRECTIONAL ASSIGNMENTS					
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	PASS-BY % of Ext. Trips	PASS-BY In+Out (Total)	DIVERTED LINK <sup>2</sup> % of Ext. Trips	DIVERTED LINK <sup>2</sup> In+Out (Total)	NEW In+Out (Total)	PASS-BY in Out		DIVERTED LINK In Out		NEW In Out			
Costco with Gas Pumps	143.46 K ft <sup>2</sup>		7.29 <sup>1</sup>	48%	52%	1046	5%	52	994	20%	199	15%	149	646	96	103	72	77	310	336		
Retirement Community	150.00 K ft <sup>2</sup>	250	0.27	56%	44%	41	5%	2	39	0%	0	0%	0	39	0	0	0	0	22	17		
Specialty Retail	37.20 K ft <sup>2</sup>	814	2.59	43%	57%	96	5%	5	91	25%	23	0%	0	68	10	13	0	0	29	39		
<b>Totals</b>						1183		59	1124		222		149	753	106	116	72	77	361	392		

<sup>1</sup> Used findings from a study performed on Costcos with Gas pumps to determine the PM Peak Hour Trip Rate.

<sup>2</sup> Crossover Trip exchange between proposed Costco North and existing GHN/GHS retail stores.

Costco  
GTC #03-055

**Costco North Proposal**

Trip Generation for: Saturday, Peak Hour of Generator

LAND USES	VARIABLE	ITE LU code	NET EXTERNAL TRIPS BY TYPE																	
			Gross Trips						Internal Crossover		TOTAL In+Out (Total)	IN BOTH DIRECTIONS PASS-BY		DIVERTED LINK <sup>2</sup>		NEW In+Out (Total)	DIRECTIONAL ASSIGNMENTS			
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	% of Ext. Trips	In+Out (Total)		% of Ext. Trips	In+Out (Total)	In	Out		In	Out	In	Out
Costco with Gas Pumps	143.46 K ft <sup>2</sup>		9.69 <sup>1</sup>	48%	52%	1390	5%	70	1320	20%	264	15%	198	858	127	137	95	103	412	446
Retirement Community	150.00 K ft <sup>2</sup>	250	0.27	50%	50%	41	5%	2	39	0%	0	0%	0	39	0	0	0	0	20	19
Specialty Retail	37.20 K ft <sup>2</sup>	814	2.68 <sup>2</sup>	43%	57%	100	5%	5	95	25%	24	0%	0	71	10	14	0	0	31	40
<b>Totals</b>						1531		77	1454		288		198	968	137	151	95	103	463	505

<sup>1</sup> Used a ratio of Saturday to PM Peak Hour from ITE LU 820 to determine ratio to be applied to Costco PM Peak Hour to find Saturday Peak Hour Trip Rate.

<sup>2</sup> Used a ratio of Saturday ADT to Weekday ADT determine ratio to be applied to the PM Peak Hour to find the Saturday Peak Hour Trip Rate.

<sup>3</sup> Crossover Trip exchange between proposed Costco North and existing GHN/GHS retail stores.



Costco  
GTC #03-055

Pope Existing Zoning

Trip Generation for: Weekday  
(a.k.a.): Average Weekday Daily Trips (AWDT)

LAND USES	VARIABLE	ITE LU code	Gross Trips		Internal Crossover		NET EXTERNAL TRIPS BY TYPE															
							Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	IN BOTH DIRECTIONS		DIVERTED LINK		NEW In+Out (Total)	DIRECTIONAL ASSIGNMENTS			
														% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)		In	Out	In	Out
BP	64.00 Acres	770	149.79	50%	50%	9587	5%	479	9108	0%	0	0%	0	9108	0	0	0	0	4554	4554		
Totals						9587		479	9108		0		0	9108	0	0	0	0	4554	4554		

Costco  
GTC #03-055

Pope Existing Zoning

Trip Generation for: Weekday, Peak Hour of Adjacent Street Traffic, One Hour between 4 and 6 p.m.  
(a.k.a.): Weekday PM Peak Hour

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE									
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	IN BOTH DIRECTIONS				DIRECTIONAL ASSIGNMENTS						
											PASS-BY		DIVERTED LINK		NEW	PASS-BY		DIVERTED LINK		NEW	
% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In+Out (Total)	In	Out	In	Out	In	Out	In	Out									
BP	64.00	Acres	770	16.84	20%	80%	1078	5%	54	1024	0%	0	0%	0	1024	0	0	0	0	205	819
<b>Totals</b>							1078		54	1024		0		0	1024	0	0	0	0	205	819

Costco  
GTC #03-055

Pope Existing Zoning

Trip Generation for: Saturday, Peak Hour of Generator

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE				DIRECTIONAL ASSIGNMENTS					
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	IN BOTH DIRECTIONS		DIVERTED LINK		NEW In+Out (Total)	PASS-BY		DIVERTED LINK		NEW	
											% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)		In	Out	In	Out	In	Out
BP	64.00	Acres	770	3.67	50%	50%	235	5%	12	223	0%	0	0%	0	223	0	0	0	0	112	111
Totals							235		12	223		0		0	223	0	0	0	0	112	111



November 21, 2002

Mr. Dale Pinney  
Mr. Scott Shanks  
First Western Development Services  
1359 N. 205<sup>th</sup> Street, Suite B  
Shoreline, WA 98133

Re: Logan Property Rezone

Dear Dale and Scott:

We understand that the City of Gig Harbor Planning Staff Report, issued in connection with your rezone application, recognized that there was market demand for a Costco warehouse in the Gig Harbor North PCD, and assumed that Costco would develop a warehouse on either your site or a competing site which is the subject of a rezone application by Olympic Property Group (OPG). We would like to clarify our position regarding a development of a Costco warehouse in the Gig Harbor North PCD.

Costco Wholesale Corporation is committed to providing a new warehouse to serve the Gig Harbor/Port Orchard market. Currently, our Gig Harbor/Port Orchard members are forced to drive to Costco locations in Tacoma and Silverdale. It is especially important to serve this market through a new warehouse on the peninsula side of the Tacoma Narrows Bridge, as the toll bridge becomes a reality and a deterrent to shop in Tacoma. Costco is very favorably impressed with the existing development in the Gig Harbor North PCD, and would like to locate a new warehouse there. However, site acquisition and timing constraints ultimately will determine the feasibility of developing a warehouse in the PCD.

We have evaluated your site, and know that your site satisfies both our acquisition and time constraints if the rezone is granted. Our confidence in your site is documented in our letter agreement with you to purchase the site following the satisfaction of certain contingencies. We know that we could proceed with the development of a warehouse on your site immediately after the rezone and other regulatory approvals are granted.

We do not have this level of confidence with respect to the competing OPG site. Because of the many development uncertainties pertaining to the OPG site, we have been unable to evaluate that site in any meaningful way. Accordingly, we have not

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reached any agreement to acquire the site, nor do we have any assurances that development on that site could begin within an acceptable time horizon. Given the much more extensive and complex development proposed for that site, the greater infrastructure requirements, and potential environmental constraints, it appears that the earliest opportunity to develop a warehouse on that site would be several years later than on the Logan Property. Costco may not be able to wait that long to serve this important market.

In short, we want to make it clear that we are ready, willing, and able to proceed with development of a Costco warehouse on the Logan Property, if the rezone is granted. If the rezone is not granted for the Logan Property, we cannot predict when, or if, we will be able to develop a warehouse in Gig Harbor.

Please feel free to share this letter with the Hearing Examiner and other City Officials, if you think it would more fully inform them.

Very truly yours,

Costco Wholesale Corporation



Jack Frank  
Vice President Real Estate  
Director of Development