

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 12, 2006 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of May 22, 2006.
2. Rosedale St. Pedestrian Improvement Project – Dedication of Temporary Slope and Construction Easement Agreement and Quit Claim Deed.
3. Wastewater Treatment Plant Blower Room Climate Control – Contract Authorization.
4. City-wide Traffic Capacity Monitoring Program, Interim Traffic Impact Fee Revisions and Hospital Benefit Zone Boundary – Consultant Contract.
5. Liquor License Application: Harbor Brix 25 Inc.
6. Payment of Bills for June 12, 2006.
Checks #50478 through #50644 in the amount of \$370,143.34.
7. Payment of Payroll for the month of May:
Checks #4254 through #4288 and direct deposit entries in the amount of \$262,336.68.

OLD BUSINESS:

1. Second Reading and Public Hearing of Three Ordinances Adopting the Land Use Matrix.
2. Second Reading of Ordinance Relating to Annexation and Zoning – Resource Properties (ANX 05-910).
3. Proposed Annexation – Klatt (ANX 05-927).

NEW BUSINESS:

1. First Reading of Ordinance – Amendments to Business License Code.
2. Public Hearing and Resolution Executing a Utility Extension Agreement – Veitenhans.
3. Public Hearing and First Reading of Ordinance – Comprehensive Plan Amendments and Development Agreements.
4. First Reading of Ordinance – Amendments to the Harbor Code.
5. “Road Map” for Interchange Improvements on SR-16 – Consultant Contract Authorization.
6. Proposed City-initiated Annexation.
7. Eddon Boat Park – EPA Brownfields Grant – Consultant Contract Authorization.
8. Building Inspector Starting Pay Rate.
9. Eddon Boat Grant Status – Hoppen House.

STAFF REPORT:

Mike Davis, Chief Davis – GHPD May Report.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR’S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations & Public Projects Committee: June 15th, 3:00 p.m., Civic Center Engineering/Operations Conference Rm.
2. Council Community Coffee Meeting: June 21st, 6:30 p.m. at Peninsula Library.
3. Gig Harbor North Traffic Options Committee: June 28th, 9:00 a.m., Civic Center Community Rooms.

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF MAY 22, 2006

PRESENT: Councilmembers Ekberg, Young, Conan, Dick, Payne, Kadzik and Mayor Hunter. Councilmember Franich was absent.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of May 8, 2006.
2. Resolution Adopting 2006 Personnel Policy.
3. Pavement Markings – Contract Authorization.
4. Rosedale Street Improvement Project – Surveying and Materials Testing Contract(s) Authorization.
5. Summer Shuttle Service – Contract Authorization.
6. Website Design – Contract Authorization.
7. Resolution – Final Plat for the Business Park at Harbor Hill.
8. Stormwater Facilities Maintenance Agreement & Sanitary Sewer Easement Agreement – Harbor Hill Development Project.
9. Wastewater Treatment Plant 2006 Upgrades – Bid Award.
10. Liquor License Renewals: Target Store; Puerto Vallarta; Round Table Pizza.
11. Liquor License Discontinued: Gourmet Essentials.
12. Payment of Bills for May 22, 2006.

Checks #50353 through #50477 in the amount of \$326,526.77.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Young – unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading and Public Hearing of Three Ordinances Adopting the Land Use Matrix. The Mayor opened the public hearing and asked Jennifer Sitts, Senior Planner, to present background information on these three ordinances that would adopt the land use matrix. Ms. Sitts explained that the first ordinance is for the re-consolidation of the land-use list into one matrix, and the other two make the parking and definitions ordinance consistent with the matrix. She gave an overview of the changes that had been made since the first hearing on April 10th. This will return at the next meeting for a second reading.

No one signed up to speak and the Mayor closed the public hearing.

2. First Reading of Ordinance Relating to Annexation and Zoning – Resource Properties (ANX 05-910). John Vodopich, Community Development Director, presented an ordinance that would annex 9.8 acres located east of Peacock Hill Avenue. He explained that on March 13th, Council passed Resolution No. 661 authorizing the submission of the annexation to the Boundary Review Board. The BRB has approved the application, and this ordinance will enact the annexation and subsequent zoning. This will return for a second reading at the next meeting.

3. Proposed Annexation – Klatt (ANX 05-927). John Vodopich presented information on this notice of intention to annex just over a half an acre of property located west of Harborview Drive and across from the Puerto Vallarta Restaurant. He explained that this property is located in an area entirely surrounded by city limits and recommended that rather than taking action on this notice of intention, that it be postponed until the meeting of June 12th. This would enable staff to gather information on the ramification of a Council-initiated annexation of the entire area.

Councilmember Young said he was going to suggest this action. He asked if two weeks would be sufficient to gather the necessary input. Mr. Vodopich responded that yes, it would be enough time.

MOTION: Move to table this agenda item until the next Council meeting.
Young / Payne – unanimously approved.

4. Burnham Drive Sewer Main Improvement Project – Bid Award. John Vodopich presented the background information on the bid awards to construction approximately 650 linear feet of relocated sewer main along Burnham Drive. He explained that although the project exceeds the budgeted amount, sufficient funds are available within the Sewer Operating Fund to complete the project. He further clarified that this work is necessitated by a County project, then recommended three separate motions.

MOTION: Move to authorize the Mayor to sign the contract with Active Construction, Inc., for an amount not to exceed \$372,552.37.
Dick / Conan – unanimously approved.

MOTION: Move to authorize the Mayor to sign the contract with Prizm Surveying for an amount not to exceed \$2,200.00.
Dick / Conan – unanimously approved.

MOTION: Move to authorize the Mayor to sign the contract with Krazan and Associates, for an amount not to exceed \$4,368.00.
Dick / Conan – unanimously approved.

STAFF REPORT:

John Vodopich shared that the Associate Planner Position has been filled. Thomas Bonsell, who spent the last ten years as a planner at Bainbridge Island, started this past

week. In addition, a committee will be interviewing three candidates for the Planning Director position on Wednesday.

PUBLIC COMMENT:

Gretchen Wilbert – 8825 No. Harborview Drive. Ms. Wilbert, former Mayor, gave an overview of the effort to bring an ice skating arena to Gig Harbor. She introduced Lori Winkle, professional skater, who is assisting in this effort. Ms. Wilbert then thanked everyone for the effort in bringing the Town Around Bus to Gig Harbor for the summer season. She recommended that we show Pierce Transit a high level of interest.

COUNCIL COMMENTS / MAYOR’S REPORT:

Councilmember Payne reported that Councilmembers Conan, Young and he were present and available to take questions during the Community Coffee event held at Chapel Hill on May 16th. He said that the poor turnout could be attributed to the 82 degree weather and all the other community events. Councilmembers Kadzik and Franich did come to show support. He said that they look forward to the next Council Community Coffee scheduled for June 21st at the Peninsula Library.

ANNOUNCEMENT OF OTHER MEETINGS:

Council Community Coffee Meetings: June 21st, 6:30 p.m. at Peninsula Library.

ADJOURN:

MOTION: Move to adjourn at 7:16 p.m.
Young / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1 - 12

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: ROSEDALE ST. PEDESTRIAN IMPROVEMENT PROJECT (CSP- 0404)
-- DEDICATION OF TEMPORARY SLOPE AND CONSTRUCTION
EASEMENT AGREEMENT AND QUIT CLAIM DEED
DATE: JUNE 12, 2006

INTRODUCTION/BACKGROUND

An identified Street Operating Objective within the 2006 Budget provides for the construction of curb, gutter and sidewalk along Rosedale Street and Skansie Avenue. On May 8, 2006, the City Council awarded a Public Works contract for this project to Looker and Associates, Inc. in the amount of \$221,523.00.

In order to place a portion of the sidewalk as designed, dedication of right of way, a temporary slope and construction easement is necessary. The City Attorney has reviewed this agreement as presented.

ISSUES/FISCAL IMPACT

These dedications of right of way and easement have been provided at zero cost to the City.

RECOMMENDATION

I recommend that the Council authorize the execution of the Dedication of Right of Way, and the Dedication of Temporary Slope and Construction Easement as presented.

**AGREEMENT FOR DEDICATION OF
TEMPORARY SLOPE AND CONSTRUCTION EASEMENTS
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this ____ day of _____, 2006, by and between the City of Gig Harbor, a Washington municipal corporation, (hereinafter the "City"), and Presbystery of Olympia, Chapel Hill Presbyterian Church (hereinafter the "Owners"), a non-profit corporation whose mailing address is P.O. Box 829, Gig Harbor Wa 98335-0829.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as Forest Chapel Hill Presbyterian Church, whose site address is 7824 Skansie Ave, Gig Harbor Wa., (tax parcel no. 0221072036) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate Temporary Slope and Construction Easements, which Easements are legally described in **Exhibit "B"** (the "Temporary Slope and Construction Easements") which is attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the Rosedale Street Pedestrian Improvement Project (CSP-0404); and

WHEREAS, in exchange for the Owners' dedication of the Temporary Slope and Construction Easements, the Owners will obtain the benefits associated with construction of the Rosedale Street Pedestrian Improvement Project (CSP-0404); and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

TERMS

Section 1.

A. Grant of Temporary Slope and Construction to the City

1. The City requires a Temporary Slope and Construction Easements to construct a sidewalk along the Rosedale property frontage with sloped fill that will be required behind the sidewalk. The Owners hereby grant a nonexclusive Temporary Slope, Construction and Storm Drain Easements for the purpose necessarily and reasonably related to the construction of the Rosedale Street Pedestrian Improvement Project (CSP-0404) across, along, in, upon, under and over the Owners' property as the Easements is described in **Exhibit "B"** and as depicted in maps attached hereto and incorporated herein as **Exhibit C** showing the Temporary Slope and Construction Easement area.

2. This Temporary Slope and Construction Easement Agreement shall commence on the date of the City Council award of the Construction Project, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. Conditions. The Temporary Slope and Construction and Easements described above are subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the Roadway, once it is constructed. The Owners shall not use any portion of the areas within the Temporary Easements for any purpose inconsistent with the City's construction of the Roadway, during the term of this Agreement. The Owners shall not construct any structures or plant any landscaping on or over the temporary Easements during the term of this Agreement.

3. The City shall have all necessary access to the Temporary Slope and Construction Easements without prior notification to the Owners.

4. The City shall, upon completion of any work within the Property covered by this Easements, restore the surface of the Easements and any private improvements disturbed or destroyed by the City during execution of the work, as nearly as practicable to the conditions described in the roadway improvement project's plans and specifications.

Section 2. The rights granted herein to the City shall continue in force until such time as the City Council accepts the roadway improvements for public ownership and maintenance.

Section 3. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 4. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

Section 5. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.

Section 6. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

ACCEPTANCE:

Presbystery of Olympia,
Chapel Hill Presbyterian Church

CITY OF GIG HARBOR

By: NIA
Its _____

By: _____
Its Mayor

By: [Signature]
Its TREASURER

Attest:
By: _____
City Clerk

Approved as to form:

By: [Signature]
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Angela Erdman is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as the Treasurer of the Chapel Hill Presbyterian Church to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 5-11-06

M. K. G.
(Signature)

NOTARY PUBLIC, State of Washington,
residing at: Gig Harbor
My appointment expires: Oct. 24, 2009



EXHIBIT A

PROPERTY LEGAL DESCRIPTION

The North Half of the North Half of the East Half of the East Half of the Northeast Quarter of the Northwest Quarter of Section 7, Township 21 North, Range 2 East of the W.M., in Pierce County, Washington.

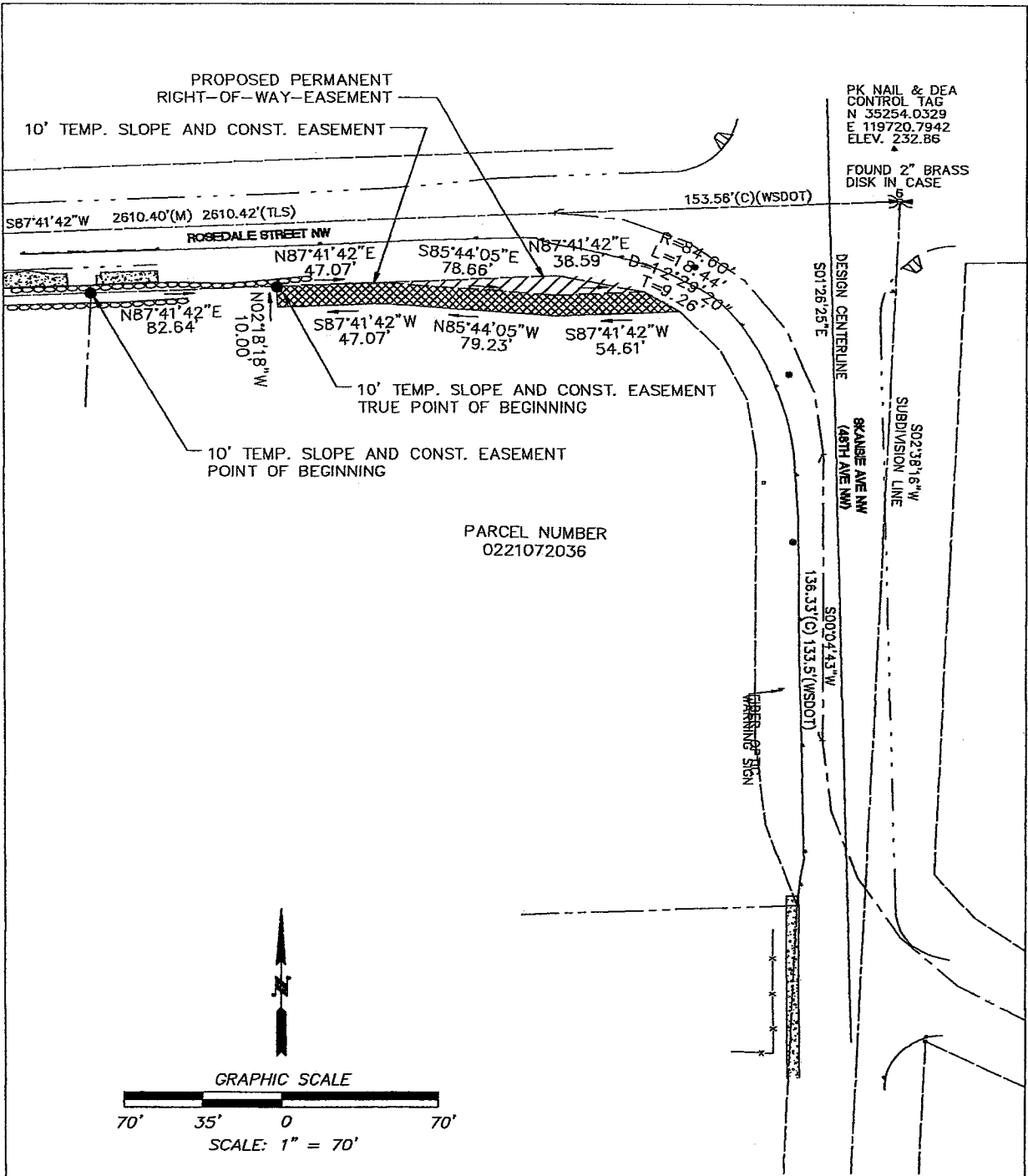
Except 46th Avenue Northwest

Also except Rosedale Street Northwest (Carr-Inlet Harbor Road).

EXHIBIT B

TEMPORARY SLOPE AND CONSTRUCTION EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221072036 THAT ABUTTS THE RIGHT OF WAY OF ROSEDALE STREET NW AND DESCRIBED AS THE "10' TEMPORARY SLOPE AND CONSTRUCTION EASEMENT", AND WHOSE NORTHWEST PROPERTY CORNER BEING DESCRIBED AS THE "10' TEMPORARY SLOPE AND CONSTRUCTION EASEMENT POINT OF BEGINNING", THENCE N87°41'42"E A DISTANCE OF 82.64' TO A POINT DESCRIBED AS THE "10' TEMPORARY SLOPE AND CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING", THENCE N87°41'42"E A DISTANCE OF 47.07', THENCE S85°44'05"E A DISTANCE OF 78.66', THENCE N87°41'42"E A DISTANCE OF 38.59', THENCE ALONG A CURVE WHOSE RADIUS IS 84.60' AND WHOSE LENGTH IS 18.44' AND WHOSE ANGLE IS 12°29'20" AND WHOSE TANGENT IS 9.26', THENCE S87°41'42"W A DISTANCE OF 54.61', THENCE N85°44'05"W A DISTANCE OF 79.23', THENCE S87°41'42"W A DISTANCE OF 47.07', THENCE N02°18'18"W A DISTANCE OF 10.00' AND RETURNING TO THE "10' TEMPORARY SLOPE AND CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING".



ROSEDALE STREET PEDESTRIAN IMPROVEMENT PROJECT (CSP-0404)
10' TEMPORARY SLOPE AND CONSTRUCTION EASEMENT

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Community Development Department
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Quit Claim Deed _____

Grantor(s) (Last name first, then first name and initials)

Presbytery of Olympia _____

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor _____

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

The North Half of the North Half of the East Half of the East Half of the Northeast Quarter of the Northwest Quarter of Section 7, Township 21 North, Range 2 East of the W.M. _____

Assessor's Property Tax Parcel or Account Number: 0221072036 _____

Reference Number(s) of Documents assigned or released: _____

QUIT CLAIM DEED

THIS AGREEMENT is made this _____ day of _____, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Presbytery of Olympia, a non-profit corporation, (hereinafter the "Owners"), whose mailing address is PO Box 829, Gig Harbor, WA, 98335-0829.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as 7824 Skansie Avenue (Parcel No. 0221072036), which is legally described in **Exhibit "A"**, (hereinafter the "Property"), which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to convey a portion of the Property to the City for Right of Way (hereinafter the "Deeded Property"), which portion is legally described in **Exhibit "B"**, and attached hereto and by this reference incorporated herein; and

WHEREAS, a map showing the location of the Deeded Property is attached hereto as **Exhibit "C"** and by this reference incorporated herein; and

WHEREAS, in exchange for the Owners' dedication of the Deeded Property, the Owners will obtain the benefits of the operation of the Rosedale Street Pedestrian Improvement Project (CSP-0404); and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

TERMS

Conveyance of Deeded Property to the City. The Owners, for and inconsideration of the above-described consideration and \$10.00 which is hereby paid, conveys and quitclaims to the City of Gig Harbor all interest it has acquired in the real estate legally described in **Exhibit "B"**, which is shown on the map in **Exhibit "C"** both of which are attached hereto and incorporated herein by this reference.

Presbytery of Olympia
Chapel Hill Presbyterian Church

By: *Richard Barrett*
Its President, Board of Trustees

By: *Amy Edme*
Its Treasurer

City of Gig Harbor

By: _____
Its Mayor

Attest
By: _____
Its City Clerk

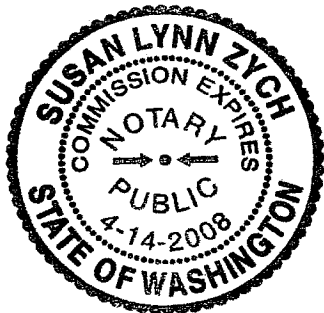
Approved as to form:

By: *[Signature]*
Carol A. Morris
City Attorney

STATE OF WASHINGTON }}
 }} ss.
COUNTY OF Pierce

I certify that I know or have satisfactory evidence that Richard Burchett is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged he is the President of the Board of Trustees for the Presbytery of Olympia, PCUSA, to be the free and voluntary act and deed of such party for the uses and purposed mentioned in this instrument.

DATED: May 18, 2006



Susan Lynn Zych
(Signature)

SUSAN LYNN ZYCH
NOTARY PUBLIC, State of Washington,
Residing at: Olympia WA
My appointment expires: 04-14-2008

STATE OF WASHINGTON }}
 }} ss.
COUNTY OF _____

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged he is the Mayor of the City of Gig Harbor, to be the free and voluntary act and deed of such party for the uses and purposed mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,
Residing at: _____
My appointment expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The North Half of the North Half of the East Half of the East Half of the Northeast Quarter of the Northwest Quarter of Section 7, Township 21 North, Range 2 East of the W.M., in Pierce County, Washington.

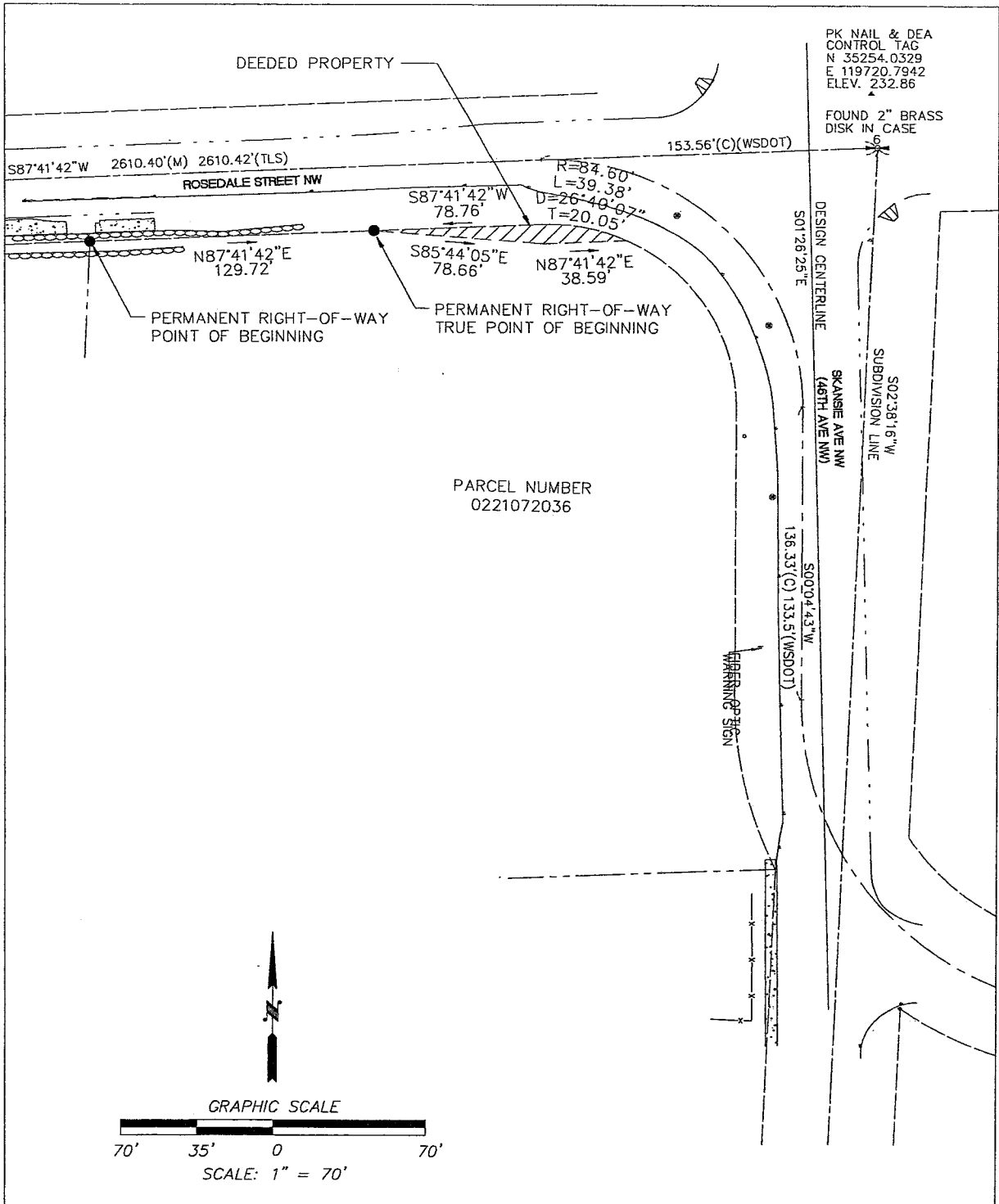
Except 46th Avenue Northwest

Also except Rosedale Street Northwest (Carr-Inlet Harbor Road).

EXHIBIT "B"

LEGAL DESCRIPTION OF DEEDED PROPERTY

A PORTION OF PARCEL NO. 0221072036 THAT ABUTTS THE RIGHT OF WAY OF ROSEDALE STREET NW AND DESCRIBED AS THE "DEEDED PROPERTY", AND WHOSE NORTHWEST PROPERTY CORNER BEING DESCRIBED AS THE "PERMANENT RIGHT-OF-WAY POINT OF BEGINNING", THENCE N87°41'42"E A DISTANCE OF 129.72' TO A POINT DESCRIBED AS THE "PERMANENT RIGHT-OF-WAY TRUE POINT OF BEGINNING", THENCE S85°44'05"E A DISTANCE OF 78.66', THENCE N87°41'42"E A DISTANCE OF 38.59', THENCE ALONG A CURVE WHOSE RADIUS IS 84.60' AND WHOSE LENGTH IS 39.38' AND WHOSE ANGLE IS 26°40'07" AND WHOSE TANGENT IS 20.05', THENCE S87°41'42"W A DISTANCE OF 78.76' AND RETURNING TO THE "PERMANENT RIGHT-OF-WAY TRUE POINT OF BEGINNING.



ROSEDALE STREET PEDESTRIAN IMPROVEMENT PROJECT (CSP-0404)

DEEDED PROPERTY



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS
SUBJECT: WWTP BLOWER ROOM CLIMATE CONTROL - CONTRACT AUTHORIZATION
DATE: JUNE 12, 2006

INTRODUCTION/BACKGROUND

The 2006 Sewer Operating budget provides for the installation of a climate control system on the blower room located at the Wastewater Treatment Plant. This contract is for the installation of the climate control system. 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:

Scott & From Co. Inc.	\$6,700.00
Advance Heating	\$6,973.00

Based on the price quotations received, the lowest price quotation was from Scott & From Co. Inc. in the amount of Six Thousand Seven Hundred Dollars and no cents (\$6,700.00), excluding Washington state sales tax. It is anticipated that the work will be completed within four weeks after contract award.

FISCAL CONSIDERATIONS

This work is within the \$15,000 that was anticipated in the adopted 2006 Budget, identified under the Sewer Operating Fund, Objective No. 6.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the Blower Room Climate Control System to Scott & From Co. Inc. as the lowest responsible respondent, for their bid quotation amount of Six Thousand Seven Hundred Dollars and no cents (\$6,700.00), excluding Washington state sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND
SCOTT & FROM CO., INC**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Scott & From Co., Inc., a Washington limited liability company, located and doing business at 3820 South Junett Street, Tacoma, Washington 98409, (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 Contractor shall furnish soundlined, galvanized duct material and install to the existing blower room unit that will be set in location by the City located at the Wastewater Treatment Plant. The Contractor shall also furnish a 7-day programmable thermostat, test and start the unit. The Contractor shall not perform any additional services without the express permission of the City and any electrical work is not included.

II. Payment.

A. The City shall pay the Contractor the total sum of Six Thousand Seven Hundred Dollars and No Cents (\$6,700.00), 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 June 30, 2006. 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. The Contractor 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.

SCOTT & FROM CO., INC.

By:  _____
Its V.P. Treas.

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Scott & From Co., Inc.
Attn: Jim Avery
3820 South Junett Street
Tacoma, Washington 98409
(253) 473-6644

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 Scott & From Co., 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: _____



SCOTT & FROM CO., INC. SHEET METAL CONTRACTORS

3820 SOUTH JUNETT ST. TACOMA, WA 98409
(253) 473-8644 FAX (253) 473-3992

FAX MEMO:

DATE 5/15/06 PAGE 1 OF 1
COMPANY Gig Harbor ATTENTION Darrel Winans
SUBJECT: Wastewater Blower Room Cooling

Darrell

We can provide and install ductwork for the existing unit that will be set in location per our conversation.

We will also provide a 7 day programable thermostat and test and start the unit.

Our price for this work would be \$6,700.⁰⁰

This also excludes any electrical work.

Thank you

Jim Query

P.S. Ductwork will be soundlined galvanized duct.





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
**SUBJECT: CITY-WIDE TRAFFIC CAPACITY MONITORING PROGRAM,
INTERIM TRAFFIC IMPACT FEE REVISIONS, AND
HOSPITAL BENEFIT DISTRICT BOUNDARY – CONSULTANT
CONTRACT AUTHORIZATION**
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

This contract includes work on three separate work items each identified as follows: The development and maintenance of a City-wide traffic capacity monitoring system, the development and implementation of revisions to the City's current traffic impact fee schedule, and the development of a Hospital Benefit District boundary consistent with the requirements of HB 260.

The initial capacity report will provide a benchmark of existing conditions as required by the City's concurrency ordinance. The ongoing capacity monitoring program will allow the City to monitor the impacts of developments on the current transportation system, make defensible and effective concurrency decisions, identify projects needed for concurrency, and develop impact fees consistent with the Growth Management Act. This report will be critical to the approval of future development, especially as facilities near capacity, as has already occurred in the Gig Harbor North area.

David Evans and Associates, Inc. (DEA) has provided ongoing traffic engineering support to the City over the past several years. DEA is currently developing a City-wide traffic model to enhance the City's ability to plan for growth and manage the impacts of growth through proactive transportation planning, identification of project specific mitigation and development of impact fees.

FISCAL CONSIDERATIONS

This work was anticipated within the 2006 Street Operating Budget Objective No. 2, \$110,000.00.

RECOMMENDATION

I recommend that Council approve a contract with David Evans and Associates, Inc. for the above mentioned work in the amount not to exceed Sixty-four Thousand Four Hundred Forty-six Dollars and Zero Cents (\$64,446.00).

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

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

RECITALS

WHEREAS, the City is presently engaged in the development and maintenance of a City-wide traffic capacity monitoring system, the development and implementation of revisions to the City's current traffic impact fee schedule, and the development of a Hospital Benefit District boundary consistent with the requirements of HB 260 and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 7, 2006, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty-four Thousand Dollars Four Hundred Forty-six Dollars and no cents (\$64,446.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 31, 2007, provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records

and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or

damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Randy A. Anderson, P.E.
Senior Associate, Project Manager
David Evans & Associates, Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

CITY OF GIG HARBOR
Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph

shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2006.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:
Randy A. Anderson, P.E.
David Evans & Associates, Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

CITY OF GIG HARBOR
Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A City of Gig Harbor

Scope of Services

Capacity Monitoring Program Services *Interim Impact Fee Revisions* *Hospital Benefit Zone Boundary*

This scope of services includes work on three separate work items each of which are identified below. Each work item will have its own identified work tasks.

WORK ITEM 1 – CAPACITY MONITORING PROGRAM SERVICES

This work item includes tasks necessary to develop and maintain a capacity monitoring system, conduct independent capacity evaluations of new developments in Gig Harbor, prepare and maintain documentation, and to periodically update the traffic data and forecasting model used for analysis.

Key consultant personnel proposed are: Randy Anderson, Mike Birdsall and Victor Salemann, assisted by other staff of David Evans and Associates, Inc. (DEA). DEA is managing a similar concurrency management system for the City of Sammamish, and currently provides independent review services for that City, and are advisors to that City on pending modifications to the concurrency management system. Mr. Birdsall will directly manage the system documentation and periodic updates, and he will oversee operation of the system by staff engineers. Mr. Salemann will provide QA/QC on each task. Mr. Anderson will act as project manager.

The work program and budget described are intended to operate the program for one year. The program can be renewed from year-to-year, at the City's sole discretion, subject to refinements of scope and budget as time goes on.

DEA has provided ongoing traffic engineering support to the City of Gig Harbor over the past several years. Last year this work resulted in the identification of significant traffic issues in North Gig Harbor (NGH). DEA helped the City respond to the impacts of the proposed Franciscan Hospital, preparing the North Gig Harbor Traffic Study and the Final Environmental Impact Statement for the 2005 Comprehensive Plan Amendments. DEA has continued to support the City in responding to ongoing concurrency issues in NGH and City Wide. DEA is currently developing a city-wide traffic model to enhance the City's ability to plan for growth and manage the impacts of growth through proactive transportation planning, identification of project specific mitigation and development of impact fees.

The initial capacity report will provide a benchmark of existing conditions as required by the City's concurrency ordinance. The ongoing capacity monitoring program proposed will allow the City to monitor the impacts of individual developments on the current transportation system,

make defensible and effective concurrency decisions, identify projects needed for concurrency, develop impact fees consistent with the Growth Management Act, and by adding the impacts of all individual capacity assessments develop a continuing annual program, so that each annual capacity report clearly identifies the individual projects approved that year. This report will be critical to approval of future development, especially as facilities near capacity, as has already occurred in NGH. This element of work is anticipated to be substantially or fully funded by updated developer review fees.

WORK ITEM 2 – INTERIM IMPACT FEE REVISIONS

This work item includes tasks necessary to develop revisions to the city's current impact fee to address known capacity project needs and revenue requirements. This effort will involve making minor revisions to the current ordinance and will not require traffic modeling or making significant changes to the City's current impact fee procedures.

WORK ITEM 3 – HOSPITAL BENEFIT ZONE BOUNDARY

This work item includes tasks necessary to develop a benefit zone for the Hospital Benefit District consistent with the requirements of HB 2670, based on the City limits, UGA, and City Traffic Model Traffic Analysis Zones (TAZ's).

DEA is currently working for the City on a number of traffic and transportation planning issues. A complete traffic study and traffic model has been developed for the North Gig harbor area and a traffic model is being developed for the entire City. DEA has assisted the City with updating and revising the City's transportation plan element. DEA has also developed and reviewed a number of proposals and concepts for improving traffic at the Burnham Drive NW interchange.

Task 1.0 Project Management – Applicable to all Three Work Items

This task provides for activities that are necessary to complete work items 1 through 3. The budget is based on a level of project management activity needed to complete these three work items. DEA will

- Provide monthly invoices and progress reports;
- Coordinate with the City's Project Manager;
- Provide Quality Assurance / Quality Control checks; and
- Provide project management and professional engineering supervision.

Deliverable: Monthly invoices, professional project management, and other communications with City.

Work Item 1 - Task 2.0 Develop Requirements and Procedures

The starting point of work will be a kickoff meeting of DEA and City staff to discuss the City's intended uses of capacity reporting, the expected computational procedures, form of reports, and process for systematic management of a road capacity inventory as new applications are accumulated in the development pipeline. At the kickoff meeting, the City's existing concurrency ordinance will be reviewed for data and analysis requirements and standards. A process flow chart will be developed linking data resources, analysis procedures using the traffic forecasting model, reports, and record-keeping. (Note: A citywide traffic forecasting model is currently being developed for the City and is an essential tool for the completion of work items envisioned in this scope of work) Following the kickoff meeting, DEA will further develop the details of the computational steps and reports identified in the process flow chart. A draft

prototype report will be prepared in outline form, using illustrative (not real) data for sample charts and tables. At a second team meeting, DEA and City staff will review the draft prototype report and related assumptions, methods, and standards. At that meeting, the requirements for reports and methodology will be finalized.

Computer software to be used for this project will consist of office software, and database software in use at the City and at DEA, plus specialized capacity analysis software and traffic forecasting model software which is owned by DEA and operated by DEA on behalf of the City. The City will own the data files generated by DEA for this study.

DEA will:

- Lead a team kickoff meeting to define the program and identify data requirements
- Develop the Prototype of a Standard Traffic Impact Report
- Lead a team meeting to finalize the form and content of the Standard Report, and all computations

Deliverable: Prototype of Standard Traffic Impact Report, and documentation of computational procedures.

Work Item 1 - Task 3.0 Develop Capacity Inventory and Reporting System

In this task the concepts defined in the preceding task will be fully developed into a working system to systematically model the traffic impacts of each new development and place those impacts in a cumulative growth context. This will provide a continuously updated inventory of road capacity conditions in a form that is consistent with the City's concurrency ordinance. The City will provide available road and traffic data from its files, in scope and formats to be determined. Much of this data may be assembled in the separate traffic model development work, but additional information needs may be identified in this study. DEA will:

- Develop a road system inventory in a database spreadsheet to document the current condition and capacity for each road segment and intersection of interest, based on City file information. This inventory will be updated whenever road improvements are completed in the future;
- Develop a spreadsheet database of base year traffic volumes and level of service for all monitored locations, based on the base-year traffic forecasting model, plus available traffic counts. This database will be updated whenever new volumes are forecast;
- Develop an inventory of current pipeline developments from City files, and modify the land use inventory in the traffic model for that short-term growth condition;
- Run the traffic model to prepare a forecast of traffic conditions for the current pipeline;
- Update the traffic volume inventory for the pipeline forecast;
- Evaluate the capacity and level of service conditions for the pipeline forecast;
- Prepare the Standard Traffic Impact Report for the pipeline forecast;
- Review the results with the City, and implement needed refinements to the system; and
- Prepare technical documentation of the capacity management system. This will serve as the City's annual capacity availability report. The report will allow the City to test each new development for impacts to the City's transportation system.

Deliverables: Complete inventory of road system for purposes of capacity management, documentation of procedures, and Standard Traffic Impact Report for the pipeline forecast.

Work Item 1 - Task 4.0 Contingency Reserve

This task provides a reserve budget for special case studies of traffic conditions and situations of any kind that may be desired by the City. In particular, analysis of identified capacity deficiencies may be needed from time to time, to identify suitable mitigation actions, or to evaluate particular issues for any given development proposal that go beyond the contents of the Standard Traffic Impact Report.

Deliverables: Special analyses as requested by City.

Work Item 2 - Task 5.0 Develop Interim Impact Fee Revisions

The starting point of work will be a kickoff meeting of DEA and City staff to discuss the City's near term objectives for the impact fees. At the kickoff meeting, the City's existing impact fee ordinance will be reviewed for data and analysis requirements and standards. Following the kickoff meeting, DEA will further develop the details of the interim revisions that could be implemented with and without council approval within the context of the current impact fee ordinance. A draft revised ordinance will be developed for City review. At a second team meeting, DEA and City staff will review the draft ordinance and related assumptions, methods, and policies. At that meeting, the requirements for the final revised ordinance will be finalized.

Deliverables:

**Recommend Draft Interim Impact Fees (track changes revisions to current ordinance)
Recommended Interim Impact Fee Ordinance**

Work Item 2 - Task 6.0 Contingency Reserve

This task provides a reserve budget meeting with stakeholders, an/or attendance at Planning Commission or City Council meetings if required.

Deliverables: Additional meetings as requested by City.

Work Item 3 - Task 7.0 Develop Hospital Benefit District Boundary

The starting point of work will be a kickoff meeting of DEA and City staff to discuss the City's objectives for the Benefit Zone. At the kickoff meeting, the legislation establishing the Benefit Zone will be reviewed for data and analysis requirements and standards. Following the kickoff meeting, DEA will further develop the details of the Zone. A draft Zone boundary will be developed for City review. At a second team meeting, DEA and City staff will review the draft Zone boundary and related assumptions, methods, and policies. At that meeting, the requirements for the final Benefit Zone Boundary will be determined.

Deliverables:

**Recommend Draft Benefit District Boundary (GIS File and plot)
Recommended Benefit District Boundary (GIS File and plot)**

Work Item 3 - Task 8.0 Contingency Reserve

This task provides a reserve budget meeting with stakeholders, and/or attendance at Planning Commission or City Council meetings if required.

City Responsibilities

The City will:

- Provide DEA with a timely response for all work submitted to the City for review and/or comment;
- Provide a current copy of its comprehensive plan, zoning and other land use mapping to DEA in electronic format;
- Provide DEA with parcel information to include names, addresses, parcel numbers, and similar information for the development of base maps when requested;
- Provide maps and documents showing existing zoning and proposed comprehensive plan amendments, and current proposed developments throughout the study area;
- Provide site plan maps showing the proposed driveway accesses of all current development proposals in electronic format;
- Provide a current copy of its impact fee ordinance and supporting documentation;
- Provide descriptions of road improvements included in the City's adopted six-year transportation improvement program;
- Provide descriptions of long-range road improvements included in the City's adopted comprehensive plan transportation element;
- Provide parcel land use data for existing base year and comprehensive plan status, GIS format if available, describing single-family and multi-family dwellings, retail building square feet, office/service business building square feet, industrial building square feet, school and church building square feet, and other special cases as appropriate; and
- Provide a legal review by the City Attorney of all documents that will be adopted by City council as ordinances or similar documents.

Work Item 1 - Schedule:

Start Date: _____ July 10, 2006
Complete Requirements and Procedures: _____ August 7, 2006
Complete Capacity Inventory and Reporting System: _____ August 28, 2006
Available for On-call Capacity Assessments: _____ September 6, 2006
Completion Date: _____ December 31, 2006
Renewal: _____ July 10, 2007

Work Item 2 - Schedule:

Start Date: _____ June 19, 2006
Recommend Draft Interim Impact Fees: _____ July 10, 2006
Recommend Interim Impact Fees: _____ July 24, 2006
Completion Date: _____ July 31, 2006

Work Item 3 - Schedule:

Start Date: _____ June 19, 2006
Recommend Draft Benefit District Boundary: _____ July 10, 2006
Recommend Benefit District Boundary _____ July 24, 2006
Completion Date: _____ July 31, 2006

Exhibit B

Work Item 1 - Budget:

An overall budget of \$52,568 is estimated for this work item. See attached fee schedule. Of this, approximately \$32,000 is needed to develop the system, test it on the current pipeline growth forecast, and manage the study. Thereafter, each new development would be evaluated as an on-call task order, funded by updated development review fees.

Fee Schedule Capacity Monitoring System City of Gig Harbor June 5, 2006

	ESTIMATED TASK FEES	Project Manager Randy A. \$ 135.00	Senior Traffic Engineer Ken Oswell \$ 156.00	Managing Prof Engineer Victor Salemann \$ 175.00	Senior Planner Michael Birdsall \$ 130.00	Traffic Engineer* \$ 110.00	CADD Technician* \$ 68.20	Administrative Assistance* \$ 62.00
PROJECT MANAGEMENT	\$6,084	24		12				12
DEVELOP REQUIREMENTS AND PROCEDURES	\$5,546			6	24	8		8
DEVELOP CAPACITY INVENTORY AND REPORTING SYSTEM	\$22,590			2	60	120		20
ON-CALL CAPACITY ASSESSMENTS*	\$32,238		8	10	80	160		20
CONTINGENCY RESERVE	\$18,348	8	8	8	40	80		10
TOTAL, Tasks 1-5	\$52,568	32	16	38	204	368	0	70

*It is anticipated that approximately \$32,238.00 worth of work will be done by DEA in the form of development review for the City. The City will pass this charge onto the project Applicant. DEA will review the proposed project and determine what its impacts are to the City's transportation system. DEA will also determine what mitigation measures need to be made or fees paid by the project Applicant to mitigate those traffic impacts. This work will be done at the City's request on an on-call basis.

Exhibit B

Work Item 2 - Budget:

An overall budget of \$5,500 including expenses estimated. See attached fee schedule. Of this, approximately \$3,150 is needed to develop the interim revisions and \$2,100 is proposed as a contingency for additional meetings.

Fee Schedule Interim Impact Fee Revisions City of Gig Harbor June 5, 2006

Task	ESTIMATED TASK FEES	Project Manager Randy A. \$ 135.00	Senior Traffic Engineer Ken Oswell \$ 156.00	Managing Prof Engineer Victor Salemann \$ 175.00	Senior Planner Michael Birdsall \$ 130.00	Traffic Engineer* \$ 110.00	CADD Technician* \$ 68.20	Administrative Assistance* \$ 62.00	
1	Project Management \$664	4						2	
2	Develop Interim Ordinance Revisions \$2,484			12	2			2	
3	Contingency \$2,100			12					
TOTAL Tasks 1-3		\$5,248	4	0	24	2	0	0	4

Exhibit B

Work Item 3 - Budget:

An overall budget of \$7,000 including expenses estimated. See attached fee schedule. Of this, approximately \$4,530 plus expenses is needed to develop the Zone Boundary and \$2,100 is proposed as a contingency for additional meetings.

Fee Schedule Hospital Benefit Zone Boundary City of Gig Harbor June 5, 2006

	ESTIMATED TASK FEES	Project Manager Randy A. \$ 135.00	Senior Traffic Engineer Ken Oswell \$ 156.00	Managing Prof Engineer Victor Salemann \$ 175.00	Senior Planner Michael Birdsall \$ 130.00	Traffic Engineer* \$ 110.00	CADD Technician* \$ 68.20	Administrative Assistance* \$ 62.00
Project Management	\$664	4						2
Develop Hospital Benefit Zone Boundary	\$3,866			16	2		10	2
Contingency	\$2,100			12				
TOTAL Tasks 1-3	\$6,630	4	0	28	2	0	10	4

Budget Summary

Work Item 1 Budget	\$52,568
Work Item 2 Budget	\$ 5,248
Work Item 3 Budget	\$ 6,630
Total Budget for all 3 Work Items	\$64,446

MJK



NOTICE OF LIQUOR LICENSE APPLICATION

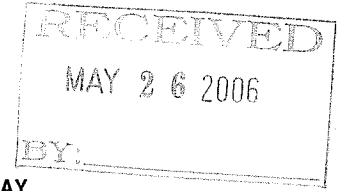
RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 5/25/06

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION IN LIEU OF CURRENT PRIVILEGE

UBI: 602-591-526-001-0001
License: 074950 - 1U County: 27
Tradename: BRIX 25 RESTAURANT
Loc Addr: 7707 PIONEER WAY
GIG HARBOR WA 98335-1132
Mail Addr: 15110 94TH AVE NW
GIG HARBOR WA 98329-1132
Phone No.: 253-857-8330 NICK REYNOLDS

APPLICANTS:
HARBOR BRIX 25 INC.
REYNOLDS, JOLEEN KAY 1977-10-25
REYNOLDS, NICK C 1979-05-14



Privileges Upon Approval:
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. If you need information or SSN, contact our CHRI Desk at (360) 664-1724.

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JENNIFER SITTS, SENIOR PLANNER
SUBJECT: SECOND READING OF THREE ORDINANCES ADOPTING THE LAND USE MATRIX, ADDING CHAPTER 17.14 AND AMENDING CHAPTERS 17.04 AND 17.72
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

Attached for the Council's consideration are three draft ordinances, which if approved together, will adopt the land use matrix. The three ordinances will add Chapter 17.14, creating a land use matrix describing permitted and conditional uses by zone, and amending Chapter 17.04 Definitions and Chapter 17.72 Off-Street Parking and Loading Requirements to implement the land use matrix. This is a City-sponsored amendment.

The current zoning code calls out just under 270 different land uses, both permitted and conditional, most of which are either undefined, duplicative, and in some cases contradictory. In an effort to consolidate the uses to a more understandable and manageable size and format, the Planning Commission, with staff's support, has developed three ordinances creating the land use matrix and making consistency amendments to the parking requirements, development standards and definitions. In addition, some definitions have been modified to be consistent with state code or to simplify the language for ease of administration of the code.

Over the last year and a half, the Planning Commission has held many worksessions to develop these land use matrix amendments. It was a priority of the Planning Commission to ensure that current use allowances and development standards are maintained with this reorganization of the code. Changes have occurred where state law requires, such as family day-care providers, adult family homes and manufactured housing.

The Planning Commission held a public hearing on the proposed ordinances on March 2, 2006. There was no testimony at the public hearing. The Planning Commission voted unanimously to recommend approval of the draft ordinances. A copy of the March 2, 2006 Planning Commission minutes is attached. Since the Planning Commission's public hearing, the City Attorney has suggested some minor modifications to the draft ordinance to make it more consistent with state law. Those changes have been incorporated into the draft ordinance.

The City Council held a first reading of the three ordinances on April 10, 2006. At that meeting it was decided that a work-study session was necessary to review the ordinances more thoroughly. Accordingly, the City Council and Planning Commission held a joint work-study session on May 1, 2006 to discuss the proposed land-use matrix, and amendments to the definitions section of the municipal code in relation to the matrix. At this meeting, the Council and Planning Commission made changes to the definitions of animal clinic, museum, restaurant 2, restaurant 3 and tavern. In addition, the Council and Planning Commission removed the definition and use category for restaurant 4. The Council also directed staff to develop a definition of coffee house. These changes have been incorporated into the three ordinances.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). Applicable land use policies and codes are as follows:

A. Gig Harbor Municipal Code: Permitted or conditionally permitted land uses are described in each chapter of Title 17 that pertains to a particular zoning district. Many of the land uses are defined in the Definitions Chapter GHMC 17.04, but some are not. GHMC Section 17.72.030 regulates the number off-street parking stalls required for certain uses of land. This section does not include all uses permitted or conditionally permitted in the City.

B. Staff Analysis: The proposed text amendment consists of three ordinances:

1. Addition of GHMC 17.14 Land Use Matrix and housekeeping changes to Chapter 17

Currently, when a customer comes to the planning counter to find out if a particular use is allowed or not, staff must search zone by zone. Once a location and use have been found that satisfy the customer's needs, staff often finds that the use is not specifically defined, or doesn't precisely fit into an existing definition, requiring the community development director to make an administrative interpretation. This process is both cumbersome and confusing, often requiring unnecessary explanation and interpretation.

By describing allowed uses on a single matrix, questions can easily be answered by finding the appropriate use on the matrix and following the row across to find the zones available for that use. This simplified format can be reduced to fit on a single sheet of paper and placed on the back of the 11"x17" zoning maps that are currently available at the planning counter.

By creating a matrix, we eliminate the need to list specific permitted and conditional uses in each chapter of the zoning code for each zone. Instead a

reference to GHMC 17.14 has been inserted where the use lists currently exist. In addition, some use lists contain a performance standard, which makes outright deletion of the use lists difficult. To solve this problem, many performance standards of individual zones have been amended and/or footnotes added to the matrix to account for these.

2. Amendments to Chapter 17.04 Definitions

As stated above, planners often find that a use is not specifically defined, or doesn't precisely fit into an existing definition, requiring the community development director to make an administrative interpretation. Many of the current definitions are duplicative, contradictory or undefined. To reduce the number of interpretations required, all uses called-out in the matrix have a definition in Chapter 7.04 and duplicative definitions are deleted.

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

Since standards for parking are calculated by use it is necessary to make sure that the uses described in GHMC 17.72 are consistent with those described in the matrix.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on December 21, 2005 for this non-project GMA action as per WAC 197-11-340(2). The appeal period ended on March 6, 2006 and no appeals were filed. The DNS is now final.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this text amendment.

RECOMMENDATION

The staff recommends that Council approve the three ordinances at this second reading.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
March 2, 2006
Gig Harbor Civic Center**

PRESENT: Commissioners Jim Pasin, Harris Atkins, Theresa Malich, Joyce Ninen and Chairperson Dick Allen. Commissioners Scott Wagner and Jill Guernsey were absent. Staff present: Jenn Sitts and Diane Gagnon.

CALL TO ORDER: 6:05 p.m.

APPROVAL OF MINUTES:

Commissioner Jim Pasin pointed out a typographical error.

MOTION: Move to approve the minutes of February 16, 2006 with the stated correction.
Ninen/Pasin – unanimously approved

NEW BUSINESS

- 1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposed addition of GHMC Chapter 17.14 (ZONE 04-09) establishing a land use matrix and modifying GHMC Chapter 17.04 Definitions and GHMC Chapter 17.72.030.

Senior Planner Jennifer Sitts went over her staff report, noting that what was one ordinance is now three ordinances. She explained that the City Attorney had advised that state law states that an ordinance can only have one purpose or subject. She further outlined that one ordinance addresses the changes to the parking code, one is for the changes to the definitions and the last one is changes to the zones and the actual addition of the matrix. Ms. Sitts pointed out that the City Attorney in reading the definitions wanted more explanation on some of the definitions in order to more clearly explain why the change was made. She stated that the staff report is really a summary of what we have done and doesn't really have any new information and that the memo on the definitions is what needed to be discussed during the work-study session.

Ms. Sitts then went over the definitions that needed clarification:

Accessory Apartments – Ms. Sitts explained that the concern is that the term “with the owner living on site” had been removed. She stated that the Planning Commission either needed to explain the reason behind removing it or keep it in.

Commissioner Theresa Malich recalled that it was originally in there because they wanted to avoid the apartment house or rental situation. Ms. Sitts also noted that it is not very enforceable but does speak to the intent of the regulation as being intended for mother in law situations.

Chairman Allen voiced concern with someone passing away and then their family can't rent it out without living on site. He added that he felt that the size limit kept it from being an ongoing rental.

Commissioner Harris Atkins reminded the Planner Commission that they were trying to stay within the current code and not change anything and removing this seemed to be a change.

Ms. Sitts agreed with Mr. Atkins and recommended leaving it as it is and not removing the phrase.

Commissioner Pasin stated that he felt that if it's not going to be enforced then why not get rid of it. Ms. Sitts cautioned that it may delay the matrix.

Commissioner Joyce Ninen stated that this is really only a problem in an R-1 zone because you do want to keep it single family.

Consensus was reached to leave the phrase in the definition.

Family day care- Ms. Sitts stated that the definition had previously been called Family Child Care and suggested using the term Family Day Care Provider as that is the term the state uses. The Planning Commission agreed.

Commercial Child Care – Ms. Sitts stated that the definition had been written to say that Commercial Child Care means a state licensed business that provides child care on a daily basis and that the concern is that it is not well distinguished from a family day care provider. She suggested adding the phrase “outside of the provider’s home”, to the definition.

Ms. Sitts outlined what zones the use was allowed in, noting that the confusion would only arise where they are both allowed.

Commissioner Pasin stated that he didn't like using the word home in the definition of Commercial Child Care.

Ms. Ninen asked if someone had a really large house, wanted to open a Commercial Child Care center and lived in a zone that permitted it, would that be allowed and Ms. Sitts stated that it would be allowed.

Consensus was reached to add the phrase “outside of the providers dwelling”.

Clubs and Lodges – Ms. Sitts explained that the proposed amendment included the phrase “under single management” which is unenforceable and a change to what is currently allowed. Ms. Ninen and Mr. Pasin agreed that the phrase “under single management” should be deleted. Consensus was reached to remove the phrase “under single management”

Community Recreation Hall – It was explained by Ms. Sitts that in the proposed definition the phrase “non-profit organization” had been stricken. She then read the current definition of non-profit organization.

Commissioner Ninen said that she felt it should be left in and Commissioner Malich agreed.

Ms. Sitts reminded the Planning Commission that Community Recreational Halls are allowed in a lot of different zones. Additionally, Mr. Pasin noted that there are many non-profit organizations that are similar to a for profit business and on a larger scale.

Consensus was reached to leave “non-profit organization” in the definition.

Yacht Club – Ms. Sitts explained that there was a concern with the phrase “under single management” just as with the definition of Clubs and Lodges. Consensus was reached to remove the phrase “under single management”.

Senior Planner Jennifer Sitts asked if anyone had any changes or questions regarding the ordinances themselves.

Ms. Ninen stated that she had a question on page 14 on the ordinance on definitions, under Personal Services, it states “involving non medical care of person” and then says “a licensed massage therapist”, she noted that licensed massage therapists are recognized as medical providers and are covered under medical insurance. She stated that she felt that they were really a Professional Service and should be removed from Personal Service and added to Professional Service. Everyone agreed.

Ms. Ninen then suggested that in the definition of Professional Services, that the list of doctors, massage therapists, etc. be replaced with the term “licensed health care providers”. It was decided to replace the list with the term “licensed health care provider” unless there is a different term used in state law.

It was pointed out that there was a typo on page 18, under the definition of Vehicle Wash, at the end of the first line the word “with” should be removed.

Chairman Allen called at 5-minute recess at 7:00 p.m.

PUBLIC HEARING

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposed addition of GHMC Chapter 17.14 (ZONE 04-09) establishing a land use matrix and modifying GHMC Chapter 17.04 Definitions and GHMC Chapter 17.72.030.

Chairman Allen opened the public hearing at 7:10 p.m., there being no public testimony he closed the public hearing 7:11 p.m.

Mr. Pasin stated he would like to go page by page through the ordinances and so everyone could state what changes they had. Everyone agreed and they decided to go through the ordinance on the definitions first.

Page 3 in the 6th whereas statement it was decided to restate as combining the uses into Lodging Levels One through Three.

Mr. Pasin asked about the purpose of the term “under the direction” on Page 6, under the definition of Animal Clinic. Ms. Sitts stated that it is the current term used in the definition and it was decided to leave it as it is.

Mr. Pasin then asked what was meant by the term “auto accessories” on page 6, under the definition of automotive fuel dispensing. Ms. Sitts answered that she thought that it meant things like windshield wipers, etc. that may be sold as an accessory to automotive fuel dispensing.

There was a question regarding the definition of Family Day Care Provider, in the last sentence it states, “in the providers home in the family living quarters”. Ms. Sitts checked that this was the definition from state law read it to the Planning Commission.

Commissioner Atkins had a question regarding the definition of Industrial Level Two on page 11 in relation to “moderate nuisance factors”. He then read the permitted uses in the C-1 zone, which states that anything that emits smoke, noise glare, etc. is not allowed. Ms. Sitts pointed out that that the requirement had been made a performance standard in that zone. Mr. Atkins stated that he felt that it was conflicting and suggested taking it out of the definition. Ms. Sitts stated that if it was removed there would be no distinction between Industrial Level One and Industrial Level Two. Mr. Atkins continued by saying that he felt it was adding latitude in C-1 zone that didn’t exist before.

Ms. Sitts went on to say that if the definitions were combined then you would be allowing uses in zones that don’t currently allow them and pointed out the performance standard again that restricted the noise, glare and smell. It was decided to leave it as proposed.

Page 12 under Marine Boat Sales Level One; add a hyphen to the word on-site.

The next ordinance for review was the zoning ordinance.

Commissioner Pasin suggested that some language on page 3 be underlined and bolded and Ms. Sitts stated that it is not an acceptable way to format something for codification and went to explain that the codifiers have strict rules regarding formatting for codification.

It was pointed out that the footnote for C-1 should be noted on three additional pages and Ms. Sitts made the change.

Mr. Pasin asked about the wording on page 13 under site plans where it says “before a building permit will be issued the site plan review process shall be followed except in the case of a single family dwelling or a duplex dwelling”. Ms. Sitts pointed out that it was just changing the term and not changing the wording of that section. She further clarified that when a term must be changed throughout the zoning code, she must put the entire paragraph that that terms appears in.

Commissioner Ninen pointed out an incorrect reference on page 17 under section 80 the next paragraph should say 17.72.050.

The next ordinance for review was the parking ordinance:

There were no changes.

Ms. Sitts went over the next steps in the process.

MOTION: Move to forward a recommendation of approval to City Council with the changes to the proposed ordinances.
Pasin/Malich – passed unanimously

Ms. Sitts reminded everyone that the first reading on the matrix will be March 27th and encouraged the Planning Commission to attend the City Council meeting to answer any questions they may have.

Commissioner Pasin complimented Senior Planner Jennifer Sitts on all of her hard work over the past months on this huge task.

UPCOMING MEETINGS

March 16th – Work-Study Session on the Comprehensive Plan Amendments

Ms. Sitts explained the three Comprehensive Plan Amendments being proposed and how the process would work.

ADJOURNMENT

Move to adjourn at 8:00 p.m.
Pasin/Atkins – Motion carried

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A NEW CHAPTER 17.14 IN THE GIG HARBOR MUNICIPAL CODE TO INCLUDE A LAND USE MATRIX THAT SPECIFIES PERMITTED AND CONDITIONALLY PERMITTED USES IN EACH ZONING DISTRICT OF THE CITY; ALSO REPEALING THE EXISTING PERMITTED AND CONDITIONALLY PERMITTED USE LISTS IN EACH INDIVIDUAL ZONING DISTRICT CHAPTER OF TITLE 17: REPEALING SECTIONS 17.15.020; 17.15.030; 17.16.020; 17.16.030; 17.17.020; 17.17.030; 17.20.020; 17.20.030; 17.21.020; 17.21.030; 17.24.020; 17.24.030; 17.28.020; 17.28.030; 17.30.020; 17.30.030; 17.31.020; 17.31.030; 17.32.020; 17.36.020; 17.36.030; 17.40.020; 17.40.030; 17.40.040; 17.45.020; 17.45.030; 17.46.020; 17.46.030; 17.48.020; 17.48.030; 17.50.020; 17.50.030; 17.54.020; 17.54.025; 17.56.020; 17.91.020; 17.91.030; ALSO ADDING NEW SECTIONS TO EACH ZONING DISTRICT CHAPTER TO REFERENCE A NEW LAND USE MATRIX CHAPTER: ADDING NEW SECTIONS 17.15.020; 17.15.030; 17.16.020; 17.16.030; 17.17.020; 17.17.030; 17.20.020; 17.20.030; 17.21.020; 17.21.030; 17.24.020; 17.24.030; 17.28.020; 17.28.030; 17.30.020; 17.30.030; 17.31.020; 17.31.030; 17.32.020; 17.36.020; 17.36.030; 17.40.020; 17.40.040; 17.41.020; 17.45.020; 17.45.030; 17.46.020; 17.46.030; 17.48.020; 17.48.030; 17.50.030; 17.50.020; 17.54.020; 17.56.020; 17.91.020; 17.91.030; ALSO AMENDING THE PERFORMANCE STANDARDS OF SOME CHAPTERS OF TITLE 17 TO INCORPORATE EXISTING PERFORMANCE STANDARDS FOUND IN USE LISTS OF SOME ZONING DISTRICT CHAPTERS: AMENDING SECTIONS 17.28.090; 17.40.120; 17.45.040 AND ADDING SECTION 17.54.025; ALSO AMENDING SOME SECTIONS OF TITLE 17 TO SUBSTITUTE EXISTING USE TERMS WITH NEW USE TERMS SHOWN IN A NEW LAND USE MATRIX CHAPTER: AMENDING SECTIONS 17.46.050; 17.46.090; 17.48.035; 17.56.030; 17.58.040; 17.60.020; 17.72.050; 17.91.040.

WHEREAS, Title 17 of the Gig Harbor Municipal Code specifies both permitted uses and conditionally permitted uses in each chapter of Title 17 pertaining to zoning districts throughout the City; and,

1. Addition of GHMC 17.14 Land Use Matrix and housekeeping changes

WHEREAS, many of the uses defined in the various chapters of Title 17 have been incorporated into the code over time and under differing, and sometimes contradicting terms; and

WHEREAS, the multiple terms in Title 17 of the Gig Harbor Municipal Code defining the same or similar use has been confusing to the public and to City staff responsible for administering the code; and

WHEREAS, many of the separately defined uses in Title 17 of the Gig Harbor Municipal Code can be grouped into categories of uses that are similar in nature and impact, thereby simplifying development of a list of permitted or conditionally permitted uses; and

WHEREAS, the City Community Development Director has made administrative interpretations on uses allowed in some zones and the City desires to incorporate these interpretations into the Gig Harbor Municipal Code; and

WHEREAS, the City desires to incorporate permitted and conditionally permitted uses into a single matrix under a new chapter rather than calling out such uses in individual chapters of Title 17, for purposes of convenience, consistency and ease of subsequent revision; and

WHEREAS, the existing permitted and conditionally permitted use lists in each individual chapters of Title 17 must be repealed with the addition of the land use matrix; and

WHEREAS, the performance standards of some chapters must be amended to incorporate existing performance standards that are found in some, but not all, of the permitted and conditionally permitted use lists in each chapter and cannot be incorporated into the land use matrix; and

WHEREAS, some existing use terms must be substituted with new use terms shown in the land use matrix; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on December 21, 2005 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 December 21, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 2, 2006 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council held a first public hearing and considered this Ordinance at first reading on April 10, 2006; and

WHEREAS, the Gig Harbor City Council and Planning Commission held a joint work-study session and considered this Ordinance on May 1, 2006; and

WHEREAS, the Gig Harbor City Council held a second public hearing and considered this Ordinance at a first reading on May 22, 2006; and

WHEREAS, the Gig Harbor City Council voted to approve this Ordinance during the second reading on _____, 2006; Now, Therefore,

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

Section 1. A new chapter 17.14 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 17.14
LAND USE MATRIX**

Sections:

17.14.010 Interpretation of land use matrix.

17.14.020 Land use matrix.

17.14.010 Interpretation of Land Use Matrix.

A. The land use matrix in this chapter identifies uses permitted in each individual zoning district. The zoning district is located on the vertical column and the use is located on the horizontal row of this matrix.

B. If a dash appears in the box at the intersection of the column and the row, the use is not permitted in that district.

C. If the letter "P" appears in the box at the intersection of the column and the row, the use is permitted in that district.

D. If the letter "C" appears in the box at the intersection of the column and the row, the use is conditionally permitted subject to the conditional use permit review procedures and criteria specified in Chapter 17.64 GHMC.

E. If a footnote appears in the box at the intersection of the column and the row, the use may be permitted subject to the appropriate review process indicated above and the specific conditions indicated by the corresponding footnote.

F. All applicable requirements shall govern a use whether or not they are cross-referenced in the matrix. To determine whether a particular use is allowed in a particular zoning district and location, all relevant regulations must also be consulted in addition to this matrix.

17.14.020 Land use matrix

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Dwelling, Single-Family	-	P	P	P	P	C	P	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, Duplex	-	-	-	P	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, Tri-plex	-	-	-	-	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, Four-plex	-	-	-	-	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, Multiple-Family	-	-	-	-	P	P ⁵	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	-	-	-	P ¹⁴	P
Accessory Apartment ¹	-	C	P	-	P	-	C	C	C	P ¹⁴	C	C	P ¹⁴	-	-	-	P	-	P ¹⁴	P
Family Day-care Provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Home Occupation ²	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult Family Home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Living Facility, Independent	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Living Facility, Assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing Facility, Skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, Primary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, Secondary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, Higher Educational	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, Vocational/Trade	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
Government Administrative Office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/Private Services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P ⁵	C	P ⁵	C	C	C	C	P	-	C	P	C	-	-	-	-	-	P/C ¹⁵
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-
Community Recreation Hall	P	-	P	C	P	C	C	C	C	P	C	C	P	P	-	-	-	P	P	-
Yacht Club	-	-	-	-	-	C	C	C	C	-	C	C	P	-	-	C	P	-	-	-
Clubs and Lodges	-	-	P	C	P	C	C	C	C	P	C	C	P	P	-	-	-	P	P	-

1. Addition of GHMC 17.14 Land Use Matrix and housekeeping changes

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	P	P	P	P	P	P	P
Essential Public Facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Lodging Level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging Level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging Level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Personal Services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional Services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Product Services Level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product Services Level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P ¹⁶
Sales Level 1	-	-	-	-	-	-	C ^{7,8}	-	P	P	P	P	P	-	-	-	P	-	P ¹³	P
Sales Level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Sales Level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Sales, Ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial Child Care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	-	-	-
Recreation, Indoor Commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	-	-	P
Recreation, Outdoor Commercial	-	-	-	-	-	-	C	C	C	-	P ¹⁰	P	P	C	-	-	-	-	-	P
Entertainment, Commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	-	-	P
Automotive Fuel Dispensing Facility	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	-	P	-
Vehicle Wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking Lot, Commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C ¹⁹	-	-	-
Animal Clinic	-	-	-	-	-	-	-	-	P ⁹	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult Entertainment Facility ³	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	-	-	C ¹²	P	-	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	P	-	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	P	-	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through Facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-

1. Addition of GHMC 17.14 Land Use Matrix and housekeeping changes

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Marine Sales and Service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine Boat Sales Level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	P	P	-	-	-
Marine Boat Sales Level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial Level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	P	-	P
Industrial Level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	P	-	-
Marine Industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P ¹¹	C	-	-	-
Wireless Communication Facility ⁴	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory Uses and Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

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

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

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

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

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

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

⁹ Animal clinics shall have all activities conducted indoors in the DB district.

¹⁰ Drive-in theaters are not permitted in the B-2 district.

¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

¹² Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

¹³ Sales level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.

¹⁴ Residential uses shall be located above a permitted business or commercial use.

¹⁵ Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.

¹⁶ Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.

¹⁷ Only one tri-plex dwelling or one four-plex dwelling is conditionally permitted per lot in the WM district.

¹⁸ Planned unit developments (PUDs) are conditionally permitted in the ED district.

¹⁹ Commercial parking lots in the WC district shall be related to shoreline uses.

²⁰ Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.

Section 2. Section 17.15.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. A new Section 17.15.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.15.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the PI district.

Section 4. Section 17.15.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 5. A new Section 17.15.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.15.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the PI district.

Section 6. Section 17.16.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 7. A new Section 17.16.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.16.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the R-1 district.

Section 8. Section 17.16.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 9. A new Section 17.16.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.16.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the R-1 district.

Section 10. Section 17.17.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 11. A new Section 17.17.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.17.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RLD district.

Section 12. Section 17.17.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 13. A new Section 17.17.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.17.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the RLD district.

Section 14. Section 17.20.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 15. A new Section 17.20.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.20.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the R-2 district.

Section 16. Section 17.20.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 17. A new Section 17.20.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.20.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the R-2 district.

Section 18. Section 17.21.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 19. A new Section 17.21.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.21.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RMD district.

Section 20. Section 17.21.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 21. A new Section 17.21.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.21.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the RMD district.

Section 22. Section 17.24.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 23. A new Section 17.24.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.24.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the R-3 district.

Section 24. Section 17.24.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 25. A new Section 17.24.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.24.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the R-3 district.

Section 26. Section 17.28.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 27. A new Section 17.28.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.28.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RB-1 district.

Section 28. Section 17.28.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 29. A new Section 17.28.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.28.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the RB-1 district.

Section 30. A new Subsection 17.28.090(G) is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.28.090 Performance standards. In an RB-1 district, the performance standards are as follows:

* * *

G. Restaurant 1 and Food Stores. In addition to all other performance standards, Restaurant 1 and food store uses shall be situated on the

street level in an office building and not exceed 800 square feet in floor area. No outside sales or storage are allowed. The hours of operation are limited to 16 hours per day.

Section 31. Section 17.30.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 32. A new Section 17.30.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.30.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RB-2 district.

Section 33. Section 17.30.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 34. A new Section 17.30.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.30.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RB-2 district.

Section 35. Section 17.31.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 36. A new Section 17.31.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.31.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the DB district.

Section 37. Section 17.31.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 38. A new Section 17.31.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.31.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the DB district.

Section 39. Section 17.32.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 40. A new Section 17.32.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.32.020 Permitted and conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted and conditionally permitted in the B-1 district.

Section 41. Section 17.36.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 42. A new Section 17.36.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.36.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the B-2 district.

Section 43. Section 17.36.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 44. A new Section 17.36.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.36.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the B-2 district.

Section 45. Section 17.40.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 46. A new Section 17.40.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.40.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the C-1 district.

Section 47. Section 17.40.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 48. Section 17.40.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 49. A new Section 17.40.040 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.40.040 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the C-1 district.

Section 50. A new Subsection 17.40.120(G) is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.40.120 Performance standards. In a C-1 district, performance standards are as follows:

* * *

G. Offensive Activities. Activities in the C-1 zone shall not emit smoke, excessive noise, dirt, vibration or glare, or be otherwise offensive or hazardous.

Section 51. Section 17.41.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 52. A new Section 17.41.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.41.020 Permitted and conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted and conditionally permitted in the PCD-C district.

Section 53. Section 17.45.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 54. A new Section 17.45.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.45.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the ED district.

Section 55. Section 17.45.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 56. A new Section 17.45.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.45.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the ED district.

Section 57. A new Subsection 17.45.040(M) is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.45.040 Performance standards. All uses in the employment district shall be regulated by the following performance standards:

* * *

M. Planned Unit Developments. A minimum of 65% of the site of a planned unit development shall consist of an employment based use.

Section 58. Section 17.46.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 59. A new Section 17.46.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.46.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the WR district.

Section 60. Section 17.46.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 61. A new Section 17.46.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.46.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the WR district.

Section 62. Section 17.46.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.46.050 Site plans.

Before a building permit will be issued in the waterfront residential district, the site plan review process as specified in Chapter 17.96 GHMC shall be followed, except in the case of a building permit for single ~~or two~~-family dwelling or duplex dwelling.

Section 63. Section 17.46.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.46.090 Design.

Development in the WR district shall conform to the design and development standards contained in Chapter 17.99 GHMC. ~~Two-family dwellings (duplexes)~~ Duplex dwellings shall conform to the design standards defined for single-family dwellings in Chapter 17.99 GHMC.

Section 62. Section 17.48.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 63. A new Section 17.48.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.48.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the WM district.

Section 64. Section 17.48.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 65. A new Section 17.48.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.48.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the WM district.

Section 66. Section 17.48.035 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.035 Hours of operation.

The following uses shall be limited to operating between the hours of 7:00 a.m. to 7:00 p.m., daily:

- A. Sales 1;
- B. ~~Delicatessens~~ Restaurant 1;
- C. Boat Construction.
- D. ~~Coffee houses.~~

Section 67. Section 17.50.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 68. A new Section 17.50.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.50.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the WC district.

Section 69. Section 17.50.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 70. A new Section 17.50.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.50.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the WC district.

Section 71. Section 17.54.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 72. A new Section 17.54.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.54.020 Permitted and conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted and conditionally permitted in the PCD-BP district.

Section 73. Section 17.54.025 of the Gig Harbor Municipal Code is hereby repealed.

Section 74. A new Section 17.54.025 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.54.025 Category of uses.

A. Category I Uses.

1. Primary schools
2. Secondary schools
3. Higher educational schools
4. Vocational/trade schools
5. Public/private services
6. Parks
7. Utilities
8. Industrial level 1
9. Industrial level 2
10. Hospital
11. Community recreation hall
12. Clubs and lodges

B. Category II Uses.

1. Family child care
2. Adult family home
3. Government administrative offices
4. Personal services
5. Professional services
6. Product services level 1
7. Animal clinic
8. Ancillary sales

Section 75. Section 17.56.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 76. A new Section 17.56.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.56.020 Permitted and conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted and conditionally permitted in the PCD-NB district.

Section 77. Subsection 17.56.030(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.56.030 Performance standards.

* * *

B. Hours of Operation. The following hours of operation apply:

Facility	Hours of Operation
Gasoline <u>Automotive Fuel</u> Dispensing with Convenience Store	6:00 a.m. – 10:00 p.m.
Grocery Stores	6:00 a.m. – 10:00 p.m.
<u>Delicatessens Restaurant 1</u>	6:00 a.m. – 10:00 p.m.

* * *

Section 78. Subsection 17.58.040(A)(5) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.58.040 Separation requirements.

A. An adult entertainment facility shall not be permitted to locate in any zoning district other than the general business district (B-2) and commercial district (C-1). Within the B-2 or C-1 district, an adult entertainment facility shall not be permitted to locate within 500 feet of any of the following zones or uses whether such zones or uses are located within or outside of the city limits:

1. A single-family residential zone (R-1);
2. A medium density residential zone (R-2);
3. A multiple-family residential zone (R-3);
4. A residential and business district zone (RB-1, RB-2);
5. A commercial ~~family day~~ child care facility;
6. A public or private preschool or nursery school;
7. A public or private primary or secondary school;
8. A public park;
9. A church, temple, mosque, synagogue, chapel or other similar religious facility; and
10. Other adult entertainment establishments.

* * *

Section 79. Subsection 17.60.020(A)(1) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.60.020 Permitted uses.

A. In an R-1 zone, a lot which abuts on or is located across the street or alley from property in a nonresidential zone, may be used for:

1. ~~Two-family dwellings~~ Duplex dwellings; provided, that such lot is at least 14,000 square feet in size;
2. A parking lot for a business within 100 feet of the lot, solely for the customers and employees of the business to which it is accessory, for the use of automobiles only, and provided that:
 - a. The entrance to the parking lot is at least 30 feet from the nearest residential lot;
 - b. The lot is landscaped as per parking lot landscaping requirements in GHMC 17.78.080 and 17.99.330(E); and
 - c. The parking lot and its associated commercial development complies with all zone transition standards of GHMC 17.99.180.

* * *

Section 80. Subsection 17.72.050(C) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.050 Off-street loading berth requirements. Off-street loading berths for passengers and freight shall be provided as given below and shall be on the same lot as the activity served unless the nature of the activities allows several owners to share a common location:

* * *

C. Professional Office Services Uses. One berth required for each 25,000 square feet of building floor area.

* * *

Section 81. Section 17.91.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 82. A new Section 17.91.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.91.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the MUD district overlay.

Section 83. Section 17.91.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 84. A new Section 17.91.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.91.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the MUD district overlay.

Section 85. Subsection 17.91.040(F)(9) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.91.040 Site development and performance standards.

* * *

F. Performance Standards.

1. Minimum yards (from the property line):
 - a. Front, 15 feet.
 - b. Side, five feet. At least 20 feet is required on the opposite side of a lot having a zero lot line.
 - c. Rear, 15 feet.
2. Maximum Height. The maximum height of a structure shall not exceed 35 feet.
3. Maximum lot area coverage: Forty-five percent, excluding driveways, private walkways and similar impervious surfaces.
4. Landscaping. Landscaping shall comply with the requirements of Chapter 17.78 GHMC and GHMC 17.99.250.
5. Exterior Mechanical Devices. All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public rights-of-way.
6. Outdoor Storage of Materials. Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public rights-of-way.
7. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plane is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.
8. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.
9. Design. Development in the MUD district shall conform to the design and development standards contained in Chapter 17.99 GHMC. ~~Two-family dwellings (duplexes)~~ Duplex dwellings shall conform to the design standards defined for single-family dwellings in Chapter 17.99 GHMC.
10. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

Section 86. 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 87. 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 _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

Stanton, Lita

From: Bob Johnston [bjohnston@interlockingsoftware.com]
Sent: Tuesday, June 06, 2006 8:44 AM
To: Stanton, Lita
Subject: FW: Interlocking revised proposal

Lita,

Here is the revised proposal we discussed this morning. I am available to answer any questions this week.

Bob

Cell 360-271-6916

Robert Johnston (rjohnston@ilsc.us)

COO

InterLocking Software Corporation

19362 Powder Hill Place, NE

Poulsbo, WA 98370

Direct: 360.394.5920 Cell: 360.271.6916

Office: 360.394.5900 Fax: 360.779.2600

Website: www.InterLockingSoftware.com

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IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY THE SENDER BY E-MAIL REPLY.

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

From: Lisa Ulrich
Sent: Friday, June 02, 2006 8:53 AM
To: truittk@cityofgigharbor.net
Cc: Bob Johnston
Subject: Interlocking revised proposal

Good Morning,

I am sending this as a follow up to a voice message I left for you this morning.

I have been asked to assist Bob with the completion of this bid to you. I know that Tom and Bob have had conversations with Gig Harbor regarding the interfaces at no additional charges so I do not foresee any hiccups in your request below. I would just like the opportunity to have Bob approve this one more time as I was not involved in the specifics. He is out of town and will return this evening.

I hope to have the revised proposal to include the information below to you by Monday afternoon.

If you have any questions or concerns, please do not hesitate to give me a call.

Thanks for your patience.

Lisa Ulrich
Interlocking Software
Direct: 360-394-5917
Cell 360-265-2833

>
>From: Truitt, Kay [mailto:truittk@cityofgigharbor.net]
>Sent: Thursday, June 01, 2006 12:38 PM
>To: Tom Hickey
>Cc: Bower, Dick
>Subject: RE:
>
>
>
>
>Tom, I have heard you are leaving? :-(
>
>
>
>Can you please include BOB in on our conversations and/or send us his
>email address as well?
>
>
>
>Here is what we need to proceed. Basically you guys have come through
>like champs for us. AND the last part of this (I believe) is for us to
>get in writing the following items:
>
>
>
>The Interlocking Permit tracking system BID price given in the offer -
>needs to contain the following INTERFACES at no additional charge(s):
>
>
>
>
>Interfaces consist of the following:
>
>
>
>a) A financial systems interface to SPRINGBROOK for GL (general
>ledger) validation relating to payment information (for auditing
>purposes) <- this is or should be part of the system implementation
>process or shortly thereafter...
>(we need a date listed for this item).
>
>
>
>b) An Ecitygov interface to include ALL of the features pertaining
>to
>"online permitting & inspections using the ecitygov website".
Citizens
>and contractors will be able to use ecitygov to do online permitting
>(requesting and submitting for permits (to include inspections)).
>Citizens and contractors should also be able to purchase online permits
>and inspections (to the extent other counties and cities are able to
>through their participation with ecitygov). Citizens and contractors
>should also be able to view and track permits online (including

>inspections)
>(the city realizes this item will complete after-the-fact (after system
>implementation). This item needs to have a fixed date of completion
>and
>may be broken down into two parts (not necessary but acceptable).
>
>
> 1) INTERFACE to ecitygov for city permit data for citizen and
>contractor tracking and viewing purposes of permits and/or inspections
>using ecitygov: (date for INTERFACE)
>
> 2) INTERFACE to ecitygov for city permit/inspection
purchases
>- interactive data :
> citizens/contractors are able to apply for permits, request
>inspections, pay for permits and/or inspections ONLINE using ecitygov
>(date for INTERFACE).
>
>
>
>Once we receive this in writing (and email so we can start the ball
>rolling over here) - we should be able to proceed and hopefully we can
>proceed expediently :-)
>
>Kay Truitt
>
>
>
>
>
>
>

Is your PC infected? Get a FREE online computer virus scan from
McAfee(r)
Security. <http://clinic.mcafee.com/clinic/ibuy/campaign.asp?cid=3963>

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING AMENDING CHAPTER 17.04 DEFINITIONS; ADOPTING NEW DEFINITIONS IN CHAPTER 17.04 FOR ATTACHED DWELLING, FOUR-PLEX DWELLING, TRI-PLEX DWELLING, COMMERCIAL ENTERTAINMENT, HEAVY EQUIPMENT, ESSENTIAL PUBLIC FACILITIES, GOVERNMENT ADMINISTRATIVE OFFICE, KENNEL, MARINA, MARINE SALES AND SERVICE, SKILLED NURSING FACILITY, COMMERCIAL PARKING LOT, PARKS, PERSONAL SERVICES, PRODUCT SERVICES LEVEL 1, PRODUCT SERVICES LEVEL 2, ANCILLARY SALES, HIGHER EDUCATIONAL SCHOOL, PRIMARY SCHOOL, SECONDARY SCHOOL, TAVERN, UTILITIES, VEHICLE WASH AND YACHT CLUB: ADDING NEW SECTIONS 17.04.287, 17.04.289, 17.04.301, 17.04.326, 17.04.327, 17.04.328, 17.04.400, 17.04.431, 17.04.548, 17.04.552, 17.04.630, 17.04.645, 17.04.653, 17.04.657, 17.04.677, 17.04.678, 17.04.708, 17.04.716, 17.04.717, 17.04.718, 17.04.795, 17.04.860, 17.04.873 AND 17.04.878, AND AMENDING SECTION 17.15.010; ALSO REDEFINING EXISTING LODGING-TYPE DEFINITIONS INTO NEW DEFINITIONS FOR LODGING LEVEL 1, LODGING LEVEL 2 AND LODGING LEVEL 3: ADDING NEW SECTIONS 17.04.444, 17.04.445 AND 17.04.446 AND REPEALING SECTIONS 17.04.110, 17.04.103, 17.04.415, 17.04.600; ALSO COMBINING INDUSTRIAL-TYPE USES DEFINED IN TITLE 17 INTO NEW DEFINITIONS FOR INDUSTRIAL LEVEL 1 AND INDUSTRIAL LEVEL 2 AND MARINE INDUSTRIAL: ADDING NEW SECTIONS 17.04.424, 17.04.425 AND 17.04.551; ALSO COMBINING RESTAURANT-TYPE USES DEFINED IN TITLE 17 INTO NEW DEFINITIONS FOR RESTAURANT 1, RESTAURANT 2 AND RESTAURANT 3, INCORPORATING EXISTING RESTAURANT-TYPE DEFINITIONS INTO NEW DEFINITIONS: ADDING NEW SECTIONS 17.04.702, 17.04.703, 17.04.704 AND REPEALING SECTION 17.04.268; ALSO ADDING DEFINITIONS FOR SALES LEVEL 1, SALES LEVEL 2, SALES LEVEL 3, MARINE BOAT SALES LEVEL 1 AND MARINE BOAT SALES LEVEL 2 TO COMBINE SALES-TYPE USES DEFINED IN TITLE 17: ADDING NEW SECTIONS 17.04.549, 17.04.550, 17.04.709, 17.04.710 AND 17.04.711; ALSO AMENDING THE DEFINITIONS OF ACCESSORY APARTMENT, ANIMAL CLINIC, COMMERCIAL FAMILY DAY CARE FACILITY, COFFEE HOUSE, HOME OCCUPATION, HOSPITAL, VOCATIONAL/TRADE SCHOOL, MINISTORAGE, MUSEUMS AND TWO-FAMILY DWELLINGS FOR THE PURPOSE OF SIMPLIFICATION AND CONSISTENCY:

AMENDING SECTIONS 17.04.015, 17.04.050, 17.04.240, 17.04.265, 17.04.410, 17.04.412, 17.04.555, 17.04.602, AND REPEALING SECTIONS 17.04.310 AND 17.04.873 AND ADDING NEW SECTIONS 17.04.288 AND 17.04.719; ALSO REPEALING THE DEFINITIONS OF DAY NURSERY AND RETIREMENT COMPLEX SINCE THESE TERMS ARE NO LONGER USED IN TITLE 17: REPEALING SECTIONS 17.04.630 AND 17.04.704; ALSO AMENDING THE DEFINITIONS OF ADULT FAMILY HOME AND DAY CARE – FAMILY DAY CARE TO BE CONSISTENT WITH THE REVISED CODE OF WASHINGTON: AMENDING SECTIONS 17.04.025 AND 17.04.264; AMENDING THE DEFINITION OF SINGLE-FAMILY DWELLING, SECTION 17.04.300, TO BE CONSISTENT WITH THE REVISED CODE OF WASHINGTON AND CLARIFY AND SIMPLIFY THE DEFINITION; ALSO AMENDING THE DEFINITIONS OF CLUBS, MULTIPLE-FAMILY DWELLING, PROFESSIONAL OFFICE OR SERVICE AND PUBLIC FACILITY TO CLARIFY BROAD DEFINITIONS AND PROVIDE ADDITIONAL DESCRIPTIONS: AMENDING SECTIONS 17.04.220, 17.04.290, 17.04.680 AND 17.04.690; ALSO AMENDING THE DEFINITION OF DRIVE-IN RESTAURANT TO INCLUDE ALL TYPES OF DRIVE-THROUGH FACILITIES, SECTION 17.04.285; ALSO REPLACING THE DEFINITION OF GASOLINE SERVICE STATION WITH A NEW DEFINITION OF AUTOMOTIVE FUEL DISPENSING FACILITY: ADDING NEW SECTION 17.04.087 AND REPEALING SECTION 17.04.400; ALSO REPLACING THE DEFINITION OF OUTDOOR RECREATION WITH A NEW DEFINITION OF OUTDOOR COMMERCIAL RECREATION: ADDING NEW SECTION 17.04.693 AND REPEALING SECTION 17.04.692; ALSO REPLACING THE DEFINITION OF RECREATIONAL BUILDING WITH A NEW DEFINITION OF INDOOR COMMERCIAL RECREATION: ADDING NEW SECTION 17.04.692 AND REPEALING SECTION 17.04.693; ALSO REPLACING THE DEFINITION OF ACCESSORY USE WITH A NEW DEFINITION OF ACCESSORY USES AND STRUCTURES: ADDING NEW SECTION 17.04.017 AND REPEALING SECTION 17.04.860

WHEREAS, many of the uses defined in the various chapters of Title 17 have been incorporated into the code over time and under differing, and sometimes contradicting terms; and

WHEREAS, some, but not all, of the specified uses of GHMC Title 17 and the Land Use Matrix, Chapter 17.14 GHMC, which was adopted in Ordinance No. ____ are defined in Chapter 17.04, GHMC; and

WHEREAS, the following uses and structures exist in the City, but are not defined in Chapter 17.04, GHMC and the City desires to add definitions for these terms: attached dwelling, four-plex dwelling, tri-plex dwelling, commercial entertainment, heavy equipment, essential public facilities, government administrative offices, kennel, marina, marine sales and services, skilled nursing facility, commercial parking lots, parks, personal services, product services level 1 and 2, ancillary sales, higher educational school, primary school, secondary school, tavern, utilities and vehicle wash; and

WHEREAS, the multiple terms in Title 17 of the Gig Harbor Municipal Code defining the same or similar use has been confusing to the public and to City staff responsible for administering the code; and

WHEREAS, many of the separately defined uses in Title 17 of the Gig Harbor Municipal Code can be grouped into categories of uses that are similar in nature and impact; and

WHEREAS, certain uses defined in Title 17 are similar in nature and impact and for ease of use, the City desires to combine industrial-type uses defined in Title 17 into industrial levels 1 and 2 and marine industrial categories and add definitions for these categories, with industrial level I being the least intense; and

WHEREAS, certain uses defined in Title 17 are similar in nature and impact and for convenience, consistency, enforcement and ease of subsequent revision, the City desires to redefine the definitions for the following lodging uses: boardinghouse, bed and breakfast, hotel/motel and motel/hotel, into lodging levels 1, 2 and 3 categories, with lodging level 1 being the least intense, and add definitions for these categories: and

WHEREAS, certain uses defined in Title 17 are similar in nature and impact and for convenience, consistency, enforcement and ease of subsequent revision, the City desires to combine restaurant-type uses defined in Title 17 into restaurants 1 through 3 categories, with restaurant 1 being least intense, and add definitions for these levels, incorporating the definition for delicatessen into the definition of restaurant 1; and

WHEREAS, for the purpose of convenience, consistency, enforcement and ease of subsequent revision, the City desires to combine sales-type uses defined in Title 17 into sales level 1, 2 and 3 categories and marine boat sales levels 1 and 2, with level 1 being least intense, and add definitions for these levels; and

WHEREAS, the City desires to simplify the following definitions for the purposes of convenience, consistency and enforcement: accessory apartment, animal clinic, commercial family day care facility, coffee house, home occupation,

hospital, vocational/trade school, ministorage, museum and two-family dwellings (duplexes); and

WHEREAS, the City desires to remove the definitions for day nursery and retirement complex as they are no longer in use in Title 17; and

WHEREAS, the City desires to amend the definitions of day care - family day care and adult family home to be consistent with the definitions in Revised Code of Washington; and

WHEREAS, the City desires to amend the definition for single-family dwelling to be consistent with the Revised Code of Washington by removing all references to factory-built, mobile and manufactured dwelling and amending the definition to clarify and simplify the language for ease of use; and

WHEREAS, the City desires to amend the definitions for clubs, multiple-family dwelling, professional office or service and public facility to simplify broad definitions and provide additional description and give examples of specific uses included in the definition; and

WHEREAS, the City desires to amend the definition of drive-in restaurant to include all types of drive-through facilities because the impacts and nature of drive-through facilities such as those at banks, coffee carts, restaurants and pharmacies, are similar; and

WHEREAS, the City desires to replace the definition of gasoline service station with a definition of automotive fuel dispensing facility and simplify the definition for ease of use and enforcement; and

WHEREAS, the City desires to replace the definition of outdoor recreation with a definition of outdoor commercial recreation to distinguish the use from the new parks definition and modify the definition to remove the limitation that a commercial outdoor recreation use must be privately owned and managed; and

WHEREAS, the City desires to replace the definition of recreational building with a definition of indoor commercial recreation for purposes of consistency and ease of use and modify the definition to provide examples of possible commercial indoor recreation uses; and

WHEREAS, the City desires to replace the definition of accessory use with a definition of accessory uses and structures to clarify a broad definition and provide a list of specific uses and structures that are considered accessory; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on December 21, 2005 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 December 21, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 2, 2006 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council held a first public hearing and considered this Ordinance at first reading on April 10, 2006; and

WHEREAS, the Gig Harbor City Council and Planning Commission held a joint work-study session and considered this Ordinance on May 1, 2006; and

WHEREAS, the Gig Harbor City Council held a second public hearing and considered this Ordinance at a first reading on May 22, 2006; and

WHEREAS, the Gig Harbor City Council voted to approve this Ordinance during the second reading on _____, 2006; Now, Therefore,

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

Section 1. Section 17.04.015 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.015 Accessory apartment.

"Accessory apartment" means a residential unit of up to 600 square feet with a functional kitchen, bath, and outside entrance, ~~of up to 600 square feet, attached to or on the same parcel as a single-family residence in an R-1 (single-family) in a residential zone.~~ Accessory apartments shall be under the same ownership as the primary residential unit ~~on the same parcel with the owner living on-site in either unit.~~ Accessory apartments shall not be condominiumized or otherwise sold separately.

Section 2. A new Section 17.04.017 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.017 Accessory uses and structures.

"Accessory uses and structures" means care taker dwelling units associated with non-residential uses, residential garages, sheds, similar outbuildings associated with the principal residential uses on the site and temporary buildings for and during construction.

Section 3. Section 17.04.025 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.025 Adult family home.

"Adult family home" is means a facility licensed pursuant to Chapter 70.128 RCW ~~or the regular family abode of a person or persons who are providing personal care, room and board to one adult not related by blood or marriage to the person providing the services and is defined by RCW 70.128.010 as a residential home in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.~~

Section 4. Section 17.04.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.050 Animal clinic.

"Animal clinic" means a ~~stationary facility that is under the direction of a veterinarian licensed by the state of Washington and is established to perform examination, diagnostic, prophylactic and medical services on small animals not requiring confinement or supervised care and which are normally kept as pets. Animal clinics shall not tend to poisonous reptiles or animals normally kept as farm animals~~ medical and surgical services on animals. Overnight indoor confinement related to medical and surgical services is allowed.

Section 5. A new Section 17.04.087 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.087 Automotive fuel dispensing facility.

"Automotive fuel dispensing facility" means any facility that is used for the sale of gasoline or other motor fuels, oil, lubricants and auto accessories, and may or may not include washing, lubricating and other minor services. Painting and/or body work activities are not allowed.

Section 6. Section 17.04.103 of the Gig Harbor Municipal Code is hereby repealed.

Section 7. Section 17.04.110 of the Gig Harbor Municipal Code is hereby repealed.

Section 8. Section 17.04.220 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.220 Clubs and lodges.

~~“Clubs and lodges” means an incorporated or unincorporated association of persons organized for social, educational or charitable purposes; a building or group of buildings where members of an association or fraternal, cultural, or religious organization hold their meetings and may contain rooms available for temporary rental, and may contain a restaurant as allowed in the zone.~~

Section 9. Section 17.04.240 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.240 Commercial family day child care facility.

~~“Commercial family day child care facility” means a state licensed business that provides child care for more than 12 children on a daily basis outside of the provider’s dwelling.~~

Section 10. Section 17.04.264 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.264 Day care – Family day-care provider.

~~“Family day-care provider” means a state licensed day care provider as defined in RCW 74.15.020, who regularly provides day care for not more than 12 children in the provider's home in the family living quarters.~~

Section 11. Section 17.04.265 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.265 Coffee house.

~~“Coffee house” means an establishment serving food and nonalcoholic beverages that operates without a grille or deep-fat fryer a restaurant 1 use that serves primarily coffee, tea and other nonalcoholic beverages.~~

Section 12. Section 17.04.268 of the Gig Harbor Municipal Code is hereby repealed.

Section 13. Section 17.04.285 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.285 Drive-in restaurant. Drive-through facility.

~~“Drive-in restaurant” means any food or beverage service establishment that contains the following characteristics:~~

~~A. An outside (drive-through) service window;~~

~~or~~

~~B. The provision of services to patrons who are in automobiles on the premises of the eating establishment. “Drive-through facility” means an~~

establishment, as allowed in the zone, that permits customers to receive services or products while remaining in their vehicles.

Section 14. A new Section 17.04.287 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.287 Dwelling, attached.

"Attached dwelling" means a dwelling that is connected to one or more dwellings by common vertical walls, horizontal floor, or a continuous roof structure.

Section 15. A new Section 17.04.288 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.288 Dwelling, duplex.

"Duplex dwelling" means a residential structure with two attached dwelling units and is constructed on a permanent foundation.

Section 16. A new Section 17.04.289 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.289 Dwelling, four-plex.

"Four-plex dwelling" means a residential structure with four attached dwelling units and is constructed on a permanent foundation.

Section 17. Section 17.04.290 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.290 Dwelling, multiple-family

"Multiple-family dwelling" means a residential building that is designed for or occupied by three or more families living independently of each other in separate but attached dwelling units and is constructed on a permanent foundation.

Section 18. Section 17.04.300 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.300 Dwelling, single-family

"Single-family dwelling" means a detached building that is a residential structure with one dwelling unit that is constructed on a permanent foundation, is designed for long term human habitation exclusively by one family and constitutes one dwelling unit. For the intent and purpose of this title, a "factory built dwelling" is classified as a single family dwelling. A "mobile/manufactured dwelling" is not a single family dwelling. Single-family dwellings are detached from other single-family dwellings except that accessory apartments may be attached to a single family dwelling.

Section 19. A new Section 17.04.301 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.301 Dwelling, tri-plex.

"Tri-plex Dwelling" means a residential structure with three attached dwelling units and is constructed on a permanent foundation.

Section 20. Section 17.04.310 of the Gig Harbor Municipal Code is hereby repealed.

Section 21. A new Section 17.04.326 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.326 Entertainment, commercial.

"Commercial entertainment" means any passive recreational activities including but not limited to movie theaters, performing arts theaters, concert halls, and arcades.

Section 22. A new Section 17.04.327 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.327 Equipment, heavy.

"Heavy equipment" means vehicles or machines capable of lifting or altering heavy objects, moving large quantities of earth and/or stone, extracting natural resources, harvesting, planting or maintaining agricultural/forest products, and other vehicles or machines performing large-scale work tasks. Heavy equipment includes, but is not limited to cranes, bulldozers, earth scrapers, tractors over 80 horsepower, and equipment of a similar nature.

Section 23. A new Section 17.04.328 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.328 Essential public facilities.

"Essential public facilities" include those facilities identified in RCW 36.70A.200 that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, state and local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020.

Section 24. Section 17.04.400 of the Gig Harbor Municipal Code is hereby repealed

Section 25. A new Section 17.04.400 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.400 Government administrative office.

"Government administrative office" means a facility for the executive, legislative, judicial, administrative, and regulatory activities of local, state, federal, and international governments that may perform public services and work directly with citizens. Typical facilities include courthouses, human and social service offices, health offices, and government offices.

Section 26. Section 17.04.410 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.410 Home occupation.

"Home occupation" means any activity conducted for financial gain or profit in a dwelling unit by persons residing therein, and which activity is not generally or customarily characteristic of activities for which dwelling units are intended or designed. ~~S and such activity is clearly incidental or secondary to the residential use of a dwelling unit, and is conducted only by persons residing in the dwelling units.~~

Section 27. Section 17.04.412 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.412 Hospital.

"Hospital" means a 24-hour, emergency care and inpatient institution, ~~in which sick or injured persons can receive medical or~~ and surgical treatment facility.

Section 28. Section 17.04.415 of the Gig Harbor Municipal Code is hereby repealed.

Section 29. A new Section 17.04.424 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.424 Industrial level 1.

"Industrial level 1" means the assembly, production, or storage of finished or semi-finished materials or components into a finished or semi-finished product. Acceptable uses must have minimal nuisance factors such as, but not limited to, noise, light, glare, odors, particulate emissions and hazardous waste. Examples of acceptable uses include contractor's office and/or shop, light assembly, light manufacturing, mailing and packaging facilities, warehousing, cinematography and video production facilities, linen, diaper and similar supply services and laundry facilities.

Section 30. A new Section 17.04.425 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.425 Industrial level 2.

"Industrial level 2" means the assembly, production, or storage of finished, semi-finished, or raw materials or components into a finished or semi-finished product. Acceptable uses may have moderate nuisance factors such as, but not limited to, noise, light, glare, odors, particulate emissions and hazardous waste. Examples of such uses include all Industrial Level 1 uses plus uses such as contractor's yards, moving companies, distribution facilities, frozen food lockers, commercial greenhouses and processing of raw materials, except that refining and smelting are not allowed.

Section 31. A new Section 17.04.431 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.431 Kennel.

"Kennel" means a commercial establishment in which domesticated animals are housed, groomed, bred, boarded, trained, or sold.

Section 32. A new Section 17.04.444 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.444 Lodging level 1.

"Lodging level 1" means a single-family residence which provides overnight lodging for guests, and may provide meals for overnight guests, not to exceed five guest rooms.

Section 33. A new Section 17.04.445 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.445 Lodging level 2.

"Lodging level 2" means an establishment providing sleeping accommodations with a majority of all guest rooms having direct access to the outside without the necessity of passing through the main lobby of the building, with or without food services, and may include conference facilities.

Section 34. A new Section 17.04.446 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.446 Lodging level 3.

"Lodging level 3" means an establishment providing sleeping accommodations with a majority of all guest rooms having direct access

through the main lobby of the building, with or without food services, and may include conference facilities.

Section 35. Section 17.04.550 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.542.

Section 36. Section 17.04.551 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.544.

Section 37. Section 17.04.553 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.546.

Section 38. A new Section 17.04.548 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.548 Marina.

"Marina" means a water-dependent facility consisting of a system of piers, buoys or floats which provides moorage and may include related services.

Section 39. A new Section 17.04.549 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.549 Marine boat sales level 1.

"Marine boat sales level 1" means a boat sales brokerage offering services to buyers and sellers, but without on-site outdoor, dry land storage and/or display yard.

Section 40. A new Section 17.04.550 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.550 Marine boat sales level 2.

"Marine boat sales level 2" means a boat sales brokerage offering services to buyers and sellers, with on-site outdoor display yard.

Section 41. A new Section 17.04.551 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.551 Marine industrial.

"Marine industrial" means the assembly, production, or storage of finished or semi-finished materials or components into a finished or semi-finished marine product, and includes the production or sale of fishing equipment and supplies, boat construction and dry land boat storage, sales of fisheries products for human consumption, and commercial fishing operations.

Section 42. A new Section 17.04.552 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.552 Marine sales and service.

"Marine sales and service" means marine related sales of items such as boating equipment, fishing equipment, hardware and supplies, fisheries products for human consumption, bait sales and boat repair.

Section 43. Section 17.04.555 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.555 Ministorage.

"Ministorage" means fully enclosed commercial storage facilities, available to the general public and used solely for the storage of personal property (see also "Warehousing").

Section 43. Section 17.04.600 of the Gig Harbor Municipal Code is hereby repealed.

Section 45. Section 17.04.602 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.602 Museum.

~~A "museum" is an institution owned and operated by a nonprofit organization, tribal government, agency of local government, public facility district, or public development authority for which the primary purpose is the procurement, preservation, study, and display of objects of lasting interest or value, and the interpretation of history, heritage art, or culture. Such institutions may also include a museum store, food service, instruction rooms and assembly hall consistent with the mission and purpose of the institution.~~ "Museum" means a building or place for the acquisition, conservation, study, assembly and public display and/or exhibition, and educational interpretation of objects having historical, cultural, scientific, or artistic value.

Section 46. Section 17.04.630 of the Gig Harbor Municipal Code is hereby repealed.

Section 47. A new Section 17.04.630 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.630 Nursing facility, skilled.

"Skilled nursing facility" means a care facility or a distinct part of a facility licensed or approved as a skilled nursing facility or nursing home, infirmary unit of a retirement complex, or a governmental medical institution.

Section 48. A new Section 17.04.645 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.645 Parking lot, commercial.

"Commercial parking lot" means an off-street parking area, a majority of which is available to the public, and such parking is the primary use of the site.

Section 49. A new Section 17.04.653 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.653 Parks.

"Parks" mean land used for active and passive recreation including, but not limited to, local and regional parks, playgrounds, ballfields, water access facilities and non-mechanical boat launches.

Section 50. A new Section 17.04.657 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.657 Personal services.

"Personal services" means an establishment engaged in providing services involving non-medical care of a person and/or his or her personal goods or apparel. Examples of such uses include: Laundromats, drycleaners, barbers, hairstyling salons, spa services, photography studios, dance schools, karate schools, exercise facilities, postal services, financial institutions, and photocopying services.

Section 51. A new Section 17.04.677 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.677 Product services level 1.

"Product services level 1" means businesses engaged in servicing, repair or maintenance of small personal items such as shoes, small appliances, computers, watches and clocks, jewelry, and clothing, etc.

Section 52. A new Section 17.04.678 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.678 Product services level 2.

"Product services level 2" means all product services level 1 uses plus large appliance repair, auto repair, boat repair and garden equipment repair.

Section 53. Section 17.04.680 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.680 Professional office or services.

~~“Professional office or services” is the use of a facility or structure for the provision of a specialized service or skill. Professional offices or services are not involved in the sale or lease of a product or merchandise on site~~
means specialized services or skills provided in an office setting, such as lawyers, licensed health care providers, architects, engineers, consultants, accountants and financial advisors.

Section 54. Section 17.04.690 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.690 Public facility /private services.

~~“Public facility /private services” means a structure or grouping of structures or use of land which is owned or operated by a public institution, either city, county, state or federal~~
uses such as libraries, fire stations, police stations, government and school maintenance and storage facilities, and public parking lots.

Section 55. Section 17.04.692 of the Gig Harbor Municipal Code is hereby repealed.

Section 56. A new Section 17.04.692 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.692 Recreation, indoor commercial.

“Indoor commercial recreation” means any indoor active recreational use, including but not limited to tennis centers, fitness centers, bowling, skating, and swimming.

Section 57. Section 17.04.693 of the Gig Harbor Municipal Code is hereby repealed.

Section 58. A new Section 17.04.693 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.693 Recreation, outdoor commercial.

“Outdoor commercial recreation” means any outdoor active recreational use, including but not limited to tennis, golf, outdoor fitness centers, skating and swimming.

Section 59. A new Section 17.04.702 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.702 Restaurant 1.

“Restaurant 1” means an establishment that serves food and nonalcoholic beverages and operates without a grill or deep-fat fryer.

Section 60. A new Section 17.04.703 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.703 Restaurant 2.

"Restaurant 2" means an establishment that prepares and serves food and nonalcoholic beverages.

Section 61. Section 17.04.704 of the Gig Harbor Municipal Code is hereby repealed.

Section 62. A new Section 17.04.704 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.704 Restaurant 3.

"Restaurant 3" means an establishment that prepares and serves food and alcoholic beverages.

Section 63. Section 17.04.705 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.712.

Section 64. Section 17.04.706 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.713.

Section 65. A new Section 17.04.708 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.708 Sales, ancillary.

"Ancillary sales" means sales directed towards the employees or patrons of a primary permitted use with no exterior signage.

Section 66. A new Section 17.04.709 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.709 Sales level 1.

"Sales level 1" means general sales including grocery stores, hardware stores, variety stores, nurseries, pharmacies, bakeries, flower shops, and similar general retail uses.

Section 67. Section 17.04.710 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.715.

Section 68. A new Section 17.04.710 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.710 Sales level 2.

"Sales level 2" means automobiles, trucks, motorcycles, recreational vehicles, boats and trailer sales.

Section 69. A new Section 17.04.711 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.711 Sales level 3.

"Sales level 3" means heavy equipment sales and rentals, and including outdoor bulk sales of building and landscaping supplies.

Section 70. A new Section 17.04.716 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.716 School, higher educational.

"Higher educational school" means a public or private post secondary educational facility.

Section 71. A new Section 17.04.717 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.717 School, primary.

"Primary school" means a public or private Washington State accredited K-8 school, including accessory playgrounds and athletic fields.

Section 72. A new Section 17.04.718 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.718 School, secondary.

"Secondary school" means a public or private Washington State accredited 9-12 school, including athletic fields

Section 73. A new Section 17.04.719 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.719 School, vocational/trade.

"Vocational/trade school" means a public or private educational facility teaching skills that prepare students for jobs in a trade or occupation.

Section 74. A new Section 17.04.795 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.795 Tavern.

"Tavern" means an establishment that serves alcoholic beverages as its primary use.

Section 75. Section 17.04.860 of the Gig Harbor Municipal Code is hereby repealed.

Section 76. A new Section 17.04.860 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.860 Utilities.

"Utilities" includes public or private domestic water systems, storm and sanitary sewer systems, electric distribution systems, telephone systems, and water storage facilities, excluding wireless communication facilities.

Section 77. Section 17.04.873 of the Gig Harbor Municipal Code is hereby repealed.

Section 78. A new Section 17.04.873 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.873 Vehicle wash.

"Vehicle wash" means an area of land and/or a structure used principally for the cleaning, washing, polishing, or waxing of motor vehicles.

Section 79. A new Section 17.04.878 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.878 Yacht club.

"Yacht club" means a building or group of buildings where members of a boating association hold their meetings and may contain rooms and/or dwelling units available for temporary rental, and may contain a restaurant as allowed in the zone.

Section 80. Section 17.15.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.15.010 Intent and definitions

A. The public-institutional district is intended provide for the siting and maintenance of publicly owned facilities and institutions which could not be reasonably sited in any other district.

B. "Public facilities" are defined in RCW 36.70A.030(12) as streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreational facilities and schools. The term "public facilities," as used in this chapter, shall mean any use, activity or facility which is owned and operated by the city of Gig Harbor, the Peninsula School District, Pierce County or any incorporated city within Pierce County and the state of Washington, including any office of the state of Washington.

~~C. "Essential public facilities" are defined in RCW 36.70A.200 as those facilities are typically difficult to site, such as airports, state educational facilities and state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities and group homes.~~

~~D C.~~ For existing facilities, the PI district shall be applied accordingly. For new facilities, the PI district shall be applied in conjunction with an application for site plan review.

Section 81. 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 82. 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 _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, COMPILING THE EXISTING REQUIREMENTS FOR PARKING RELATING TO NEW DEVELOPMENT IN A MATRIX, AND ADOPTING NEW PARKING REQUIREMENTS FOR NEW USES INCLUDED IN THE LAND USE MATRIX ADOPTED IN ORDINANCE NO. ____, INCLUDING HIGHER EDUCATIONAL SCHOOLS, VOCATIONAL/TRADE SCHOOLS, ESSENTIAL PUBLIC FACILITIES, UTILITIES, COMMERCIAL CHILD CARE, OUTDOOR COMMERCIAL RECREATION, ADULT ENTERTAINMENT FACILITIES, ACCESSORY USES AND STRUCTURES; REPEALING GHMC SECTION 17.72.030 AND ADOPTING A NEW SECTION 17.72.030.

WHEREAS, the requirement for off-street parking spaces are currently included in text, within Gig Harbor Municipal Code Section 17.72.030; and

WHEREAS, for ease of reference, and to be consistent with the Land Use Matrix, Chapter 17.14 GHMC, which was adopted in Ordinance No. ____, the requirements for parking have been included in a parking matrix; and

WHEREAS, Section 17.72.030 does not include all of the uses that have been included in Chapter 17.14 GHMC, adopted in Ordinance No. ____; and

WHEREAS, no off-street parking requirements exist for the following uses that are now included in the Parking Matrix and the City desires to adopt off-street parking requirements for these uses: higher educational schools, vocational/trade schools, essential public facilities, utilities, commercial child care, outdoor commercial recreation, adult entertainment facility, accessory uses and structures. Off-street parking spaces for these uses were determined by applying the off-street parking requirement of a use that most closely resembled these listed uses; and

WHEREAS, the attached Parking Matrix has been drafted to include all of the uses shown in the Land Use Matrix, Chapter 17.14 GHMC, which was adopted in Ordinance No. ____; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on December 21, 2005 pursuant to WAC 197-11-350; and

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on December 21, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 2, 2006 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council held a first public hearing and considered this Ordinance at first reading on April 10, 2006; and

WHEREAS, the Gig Harbor City Council and Planning Commission held a joint work-study session and considered this Ordinance on May 1, 2006; and

WHEREAS, the Gig Harbor City Council held a second public hearing and considered this Ordinance at a first reading on May 22, 2006; and

WHEREAS, the Gig Harbor City Council voted to approve this Ordinance during the second reading on _____, 2006; 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 repealed.

Section 2. A new Section 17.72.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.72.030 Number of off-street parking spaces.

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

Use	Required Parking
Dwelling, Single-Family	Two off-street parking spaces per dwelling unit.
Dwelling, Duplex	Two off-street parking spaces per dwelling unit.
Dwelling, Tri-plex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, Four-plex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, Multiple-Family	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

Use	Required Parking
Accessory Apartment	One off-street parking space per accessory apartment in addition to parking required for primary dwelling unit.
Family Day-care Provider	Two off-street parking spaces.
Home Occupation	One off-street parking space in addition to parking required for any other use; two parking spaces shall be required if the occupation requires customers or clients to visit the premises at any time.
Adult Family Home	Two off-street parking spaces.
Independent Living Facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Assisted Living Facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Skilled Nursing Facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Hospital	One off-street parking space for every two beds based on maximum capacity as determined by the International Building Code.
School, Primary	One off-street parking space for every five seats in the main auditorium or assembly room.
School, Secondary	One off-street parking space for every four seats in the main auditorium or assembly room, or three off-street parking spaces for every classroom plus one additional off-street parking space for each staff member or employee, whichever is greater.
School, Higher Educational	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
School, Vocational/Trade	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
Government Administrative Office	One off-street parking space for every 300 square feet of floor area.
Public/Private Services	For libraries: One off-street parking space for every 1,000 square feet of floor area; For police stations and fire stations: one off-street parking space for every 300 square feet of floor area; For maintenance and storage facilities: one off-street parking space for every 500 square feet of floor area.
Religious worship, house of	One off-street parking space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the 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.
Museum	One off-street parking space for every 1,000 square feet of floor area.
Community Recreation Hall	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Yacht Club	One off-street parking space for every two beds plus one space for each four persons of the building's maximum seating capacity as determined by the International Building Code.
Clubs and Lodges	One off-street parking space for every two beds plus one space for each four persons of the building's maximum seating capacity as determined by the International Building Code.

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

Use	Required Parking
Parks	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Essential Public Facilities	Parking required as per underlying use.
Utilities	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the use proposed.
Lodging Level 1	One and one-quarter off-street parking space for each room to rent in addition to two off-street parking spaces for the single-family residence.
Lodging Level 2	One and one-quarter off-street parking space for each room to rent.
Lodging Level 3	One and one-quarter off-street parking space for each room to rent.
Personal Services	One off-street parking space for every 300 square feet of floor area.
Product Services Level 1	One off-street parking space for every 300 square feet of floor area.
Product Services Level 2	One off-street parking space for every 400 square feet of floor area, except for auto repair. For auto repair, four off-street parking spaces for each service bay.
Professional Services	One off-street parking space for every 300 square feet of floor area except for medical and dental offices. For medical and dental offices, one off-street parking space for every 250 square feet of floor area.
Sales Level 1	One off-street parking space for every 300 square feet of floor area.
Sales Level 2	One off-street parking space for every 400 square feet of floor area.
Sales Level 3	One off-street parking space for every 400 square feet of floor area.
Ancillary Sales	One off-street parking space for every 300 square feet of floor area.
Commercial Child Care	One off-street parking space for every 5 possible seats in the main auditorium or assembly rooms.
Commercial Recreation, Indoor	One off-street parking space for every possible four seats in the auditoriums and assembly rooms based on maximum capacity as determined by the International Building Code; for bowling alleys, five off-street parking spaces for each alley.
Commercial Recreation, Outdoor	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Commercial Entertainment	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Automotive Fuel Dispensing Facility	One off-street parking space for every two fuel pumps, if service bays are not provided. If service bays are provided, four off-street parking spaces for each service bay.
Vehicle Wash	Two off-street parking spaces per service bay plus one space for every two employees. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the vehicle wash shall be provided near the entrance to the wash bay(s). One car length within the stacking lane shall be equal to the length of a standard parking space.
Commercial Parking Lot	None required
Animal Clinic	One off-street parking space for every 250 square feet of floor area.
Kennel	One off-street parking space for every 300 square feet of floor area.

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

Use	Required Parking
Adult Entertainment Facility	Parking required as per underlying use.
Restaurant 1	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 2	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 3	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Tavern	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Drive-through Facility	One off-street space for every two employees assigned to the drive-through service area. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the drive-through facility shall be provided near the drive-through service area. One car length within the stacking lane shall be equal to the length of a standard parking space.
Marina	For moorages/slips less than 45 feet, one off-street parking space for every two berths; for moorages/slips 45 feet or longer, one space for every berth. All moorage facilities shall provide a minimum of two parking spaces. If a commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage. ²
Marine Sales And Service	One off-street parking space for every 300 square feet of floor area except for boat sales and repair. For boat sales and repair, one off-street parking space for every 400 square feet of floor area.
Marine Boat Sales Level 1	One off-street parking space for every 300 square feet of floor area.
Marine Boat Sales Level 2	One off-street parking space for every 400 square feet of floor area.
Ministorage	One off-street parking space for every 500 square feet of floor area.
Industrial Level 1	One off-street parking space for every 500 square feet of floor area.
Industrial Level 2	One off-street parking space for every 500 square feet of floor area, except for moving companies and distribution facilities. For moving companies and distribution facilities, one off-street parking space for each vehicle in use, at any time, in the conduct of business.
Marine Industrial	One off-street parking space for every 500 square feet of floor area.
Wireless Communication Facility	None Required
Accessory Uses and Structures	Parking required as per underlying use.
For any other use not specifically mentioned or provided for, the director shall determine the standards to be applied for parking using as a guide the uses listed above that most closely resemble the uses proposed.	

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

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

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance 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 _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE RELATING TO ANNEXATION
AND ZONING - RESOURCE PROPERTIES (ANX 05-910)
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

The City has received a complete Notice of Intention to Commence Annexation Proceedings from Resource Properties for a proposal to annex approximately 9.8 acres of property located east of Peacock Hill Avenue adjacent to the existing City limits and within the City's Urban Growth Area (UGA). At the January 23, 2006 meeting, the City Council accepted the Notice of Intention and authorized the circulation of an annexation petition.

The City received a petition for annexation on February 1, 2006, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on February 9, 2006 as being legally sufficient.

At the conclusion of a public hearing on March 13, 2006, the Council passed Resolution No. 661 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration. The Boundary Review Board deemed the annexation approved on May 11, 2006.

Adoption of an Ordinance annexing the property and establishing zoning is in order. The City Attorney has reviewed and approved the attached Ordinance for your consideration.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend that the Council approve the Ordinance as presented at this second reading.



Pierce County

Boundary Review Board

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7156 • FAX (253) 798-3680

May 11, 2006

RECEIVED

MAY 15 2006

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

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

Re: Proposed Annexation to City of Gig Harbor – Resource Properties A-06-4

Dear Mr. Vodopich:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on March 21, 2006, and the Board's jurisdiction has not been invoked.

Accordingly, as provided by RCW 36.93.100, the subject proposal is deemed approved by the Boundary Review Board.

The City of Gig Harbor needs to submit a certified copy of its final ordinance, along with the attached legal description, formally extending its boundaries to accomplish completion of the proposal. The ordinance should come directly to the Boundary Review Board for distribution to all concerned County departments.

Sincerely,

Toni Fairbanks
Chief Clerk

f:\clerk\brb\annexation\A-06-4 Route.doc
Enclosure

c. Resource Properties, Alan Ketter, P O Box 310, Spanaway 98387



Printed on recycled paper

EXHIBIT
1.4
LEGAL DESCRIPTION OF PERIMETER BOUNDARIES

12/01/2005 17:21 FAX 425 877 0577

DTAK Inc.

003/063

EXHIBIT 'A'

LEGAL DESCRIPTION

That portion of Section 32, Township 22 North, Range 2 East, W.M. described as follows:

The South Half of the South Half of the Northwest Quarter of the Southwest Quarter;

Except Peacock Hill Avenue N.W. (Purdy City Harbor Road)

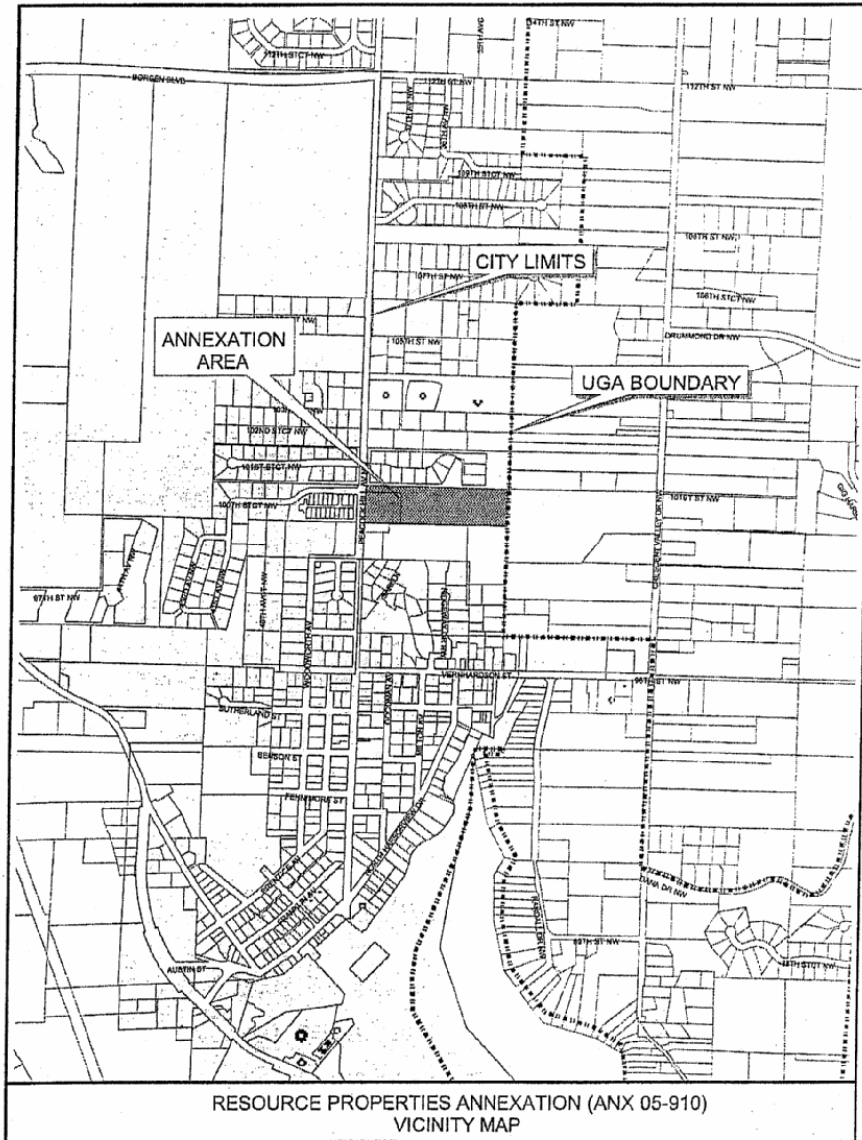
Containing an area of 9.677 acres more or less.



Page 1 of 2

*Accepted BCB
12/27/05*

EXHIBIT I.5.B
VICINITY MAP



**CITY OF GIG HARBOR
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO
ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 9.8 ACRES
OF PROPERTY LOCATED EAST OF PEACOCK HILL AVENUE (ANX 05-
910), ADOPTING SINGLE-FAMILY RESIDENTIAL (R-1) ZONING, AND
REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR
PROPORTIONATE SHARE OF INDEBTEDNESS.**

WHEREAS, on December 9, 2005, the City of Gig Harbor received a Notice of Intent to Annex approximately 9.8 acres of property located east of Peacock Hill Avenue, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on January 23, 2006, the City Council met with the initiators of the petition voted (Ekberg/Kadzik, 7-0-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning, requiring that the property owners assume all of the existing indebtedness of the area being annexed, and requiring the submission of a wetland report; and

WHEREAS, on February 1, 2006, a petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B was received by the City; and

WHEREAS, on February 9, 2006, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B; and

WHEREAS, On January 24, 2006, the applicant submitted of a wetland analysis report for the subject property pursuant to GHMC Section 18.08.090; and

WHEREAS, the wetland report and designates a wetland on the property as a Category II Palustrine Forested Broad Leaf Deciduous Seasonally Flooded wetland. The report has been reviewed and determined to be in conformance with the Gig Harbor Municipal Code.

WHEREAS, the property described in Exhibit A and graphically depicted on Exhibit B proposed 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 December, 2004, established the 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 pre-annexation zoning of Single-Family Residential (R-1) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low; and

WHEREAS, on March 13, 2006, the City Council, following a public hearing on the annexation petition, voted (Young/Franich, 7-0-0) to declare its intent to authorize and approve the annexation and the proposed pre-annexation Single-Family Residential (R-1) zoning for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval (Resolution No. 661); and

WHEREAS, on March 14, 2006, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on March 27, 2006, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as March 21, 2006, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on May 5, 2006; and

WHEREAS, on May 11, 2006, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described and graphically depicted in Exhibit A; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's of May 22 and June 12, 2006; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately 9.8 acres of property located east of Peacock Hill Avenue, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately 9.8 acres of property located east of Peacock Hill Avenue, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City,

including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and

- B. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be zoned as Single-Family Residential (R-1), in accordance with the Gig Harbor Municipal Code, Title 17.

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 in Section 1.

Section 3. The Gig Harbor City Clerk hereby declares the property described in Exhibit A and graphically depicted in Exhibit B to be contiguous with the boundaries of the City of Gig Harbor.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance with the Office of the Pierce County Auditor.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____ 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

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

Exhibit A
RESOURCE PROPERTIES ANNEXATION (ANX 05-910)

LEGAL DESCRIPTION

12/07/2005 17:21 FAX 425 827 9577

OTAK Inc.

003/003

EXHIBIT 'A'

LEGAL DESCRIPTION

That portion of Section 32, Township 22 North, Range 2 East, W.M. described as follows:

The South Half of the South Half of the Northwest Quarter of the Southwest Quarter;

Except Peacock Hill Avenue N.W. (Partly Gig Harbor Road)

Containing an area of 9.877 acres more or less.



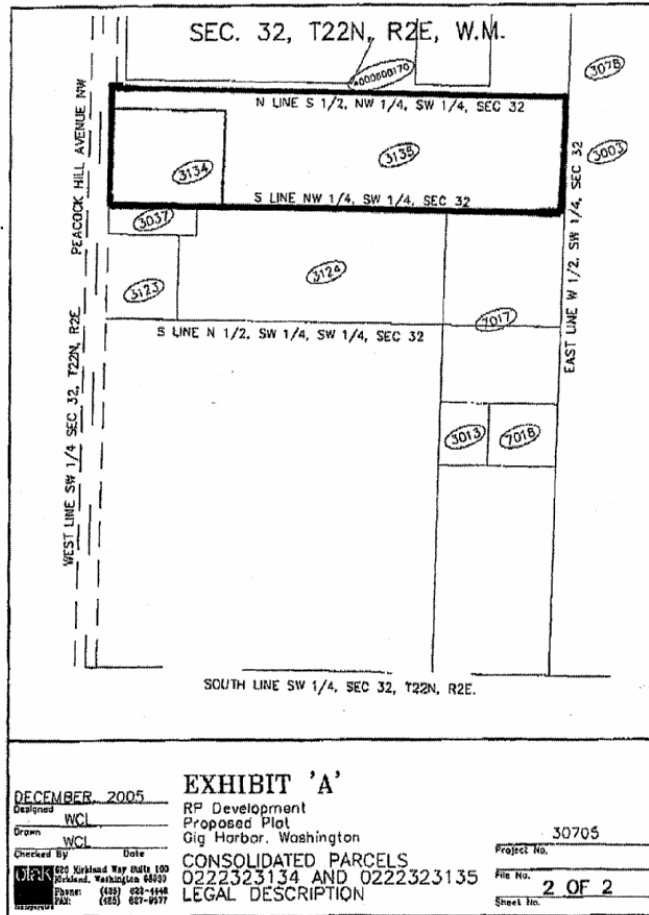
*Accepted BCB
12/27/05*

Exhibit B
RESOURCE PROPERTIES ANNEXATION (ANX 05-910)
ANNEXATION AREA MAP

12/07/2005 17:21 FAX 425 827 8577

DTAK Inc.

002/008



DECEMBER, 2005

Designed WCL

Drawn WCL

Checked By _____ Date _____

DTAK 602 Kirkland Way Suite 100
 Kirkland, Washington 98093
 Phone: (425) 822-9988
 Fax: (425) 827-9577

EXHIBIT 'A'

RP Development
 Proposed Plot
 Gig Harbor, Washington

CONSOLIDATED PARCELS
 0222323134 AND 0222323135
 LEGAL DESCRIPTION

Project No. 30705

File No. 2 OF 2
 Sheet No. _____



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PROPOSED ANNEXATION - KLATT (ANX 05-927)
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

The City has received a complete Notice of Intention to Commence Annexation Proceedings from Gordon and Lou Klatt for a proposal to annex approximately 0.61 acres of property located west of Harborview Drive Avenue adjacent to the existing City limits and within the City's Urban Growth Area (UGA).

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).

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. Pierce County has approved the legal description and map as presented.

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

The Council is required to meet with the initiating parties 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. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

Notice of the May 22, 2006 meeting was sent to property owners of record within the area proposed for annexation as well as those within three hundred feet (300') on May 12, 2006. At that meeting, Council deferred action on this request and requested

information from staff on annexation of the entire area which is surrounded by the City. The requested information has been provided in a separate memorandum.

If accepted, the process will then move forward with the circulation of a formal petition for annexation. The petition must be signed by either the owners of a majority of the acreage and a majority of the registered voters residing in the area considered for annexation; or by property owners of sixty percent (60%) of the assessed value of the area proposed for annexation.

POLICY CONSIDERATIONS

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and noted that the annexation will bring additional land under our review for future building permitting. This has the potential to increase workload for plan reviews, permitting and inspections. Fire flow in the area is unknown at this point. Additional fire hydrants and main improvements will likely be required as part of development of the properties. The property appears to be within an A-zone under the National Flood Insurance Program and any development will require a floodplain development permit and elevation certificate. Given these comments, the Building Official/Fire Marshal has no objection to this annexation.

The Director of Operations noted that the property would be served by City water and sewer.

Planning has noted the potential presence of wetlands on-site, pursuant to GHMC 18.08.090; the annexation proponent will be required to submit a wetland analysis report with the annexation petition. The property is along a defined enhancement corridor and future development of the property will need to conform to the enhancement corridor development standards.

The City of Gig Harbor Finance Director noted that there would be no significant financial impacts from this proposed annexation.

The Chief of Police has commented that no additional resources will be required as a result of this annexation.

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. Staff has evaluated the proposal in light of these criteria and has provided comments following each of the criteria.

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 consists of vacant land.

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

Comment: The proposed annexation area is bounded by North Creek (AKA Donkey Creek) to the west and by the existing City limits to the east.

(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 create an abnormally irregular boundary.

(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 of 0.44 and 0.17 acres in size. The area consists of both residentially developed land and vacant land and is within the City's Urban Growth Boundary which 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.

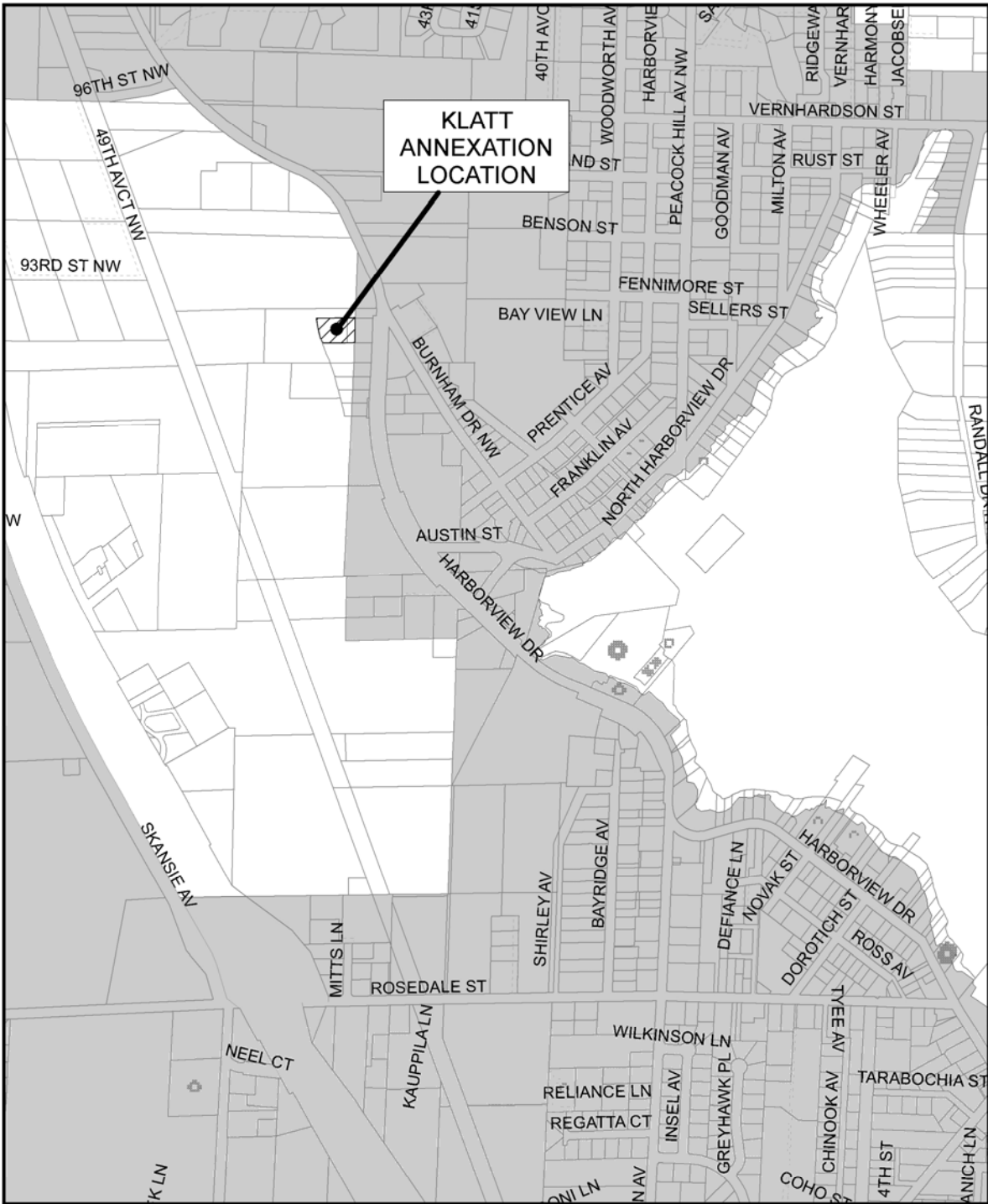
FISCAL CONSIDERATIONS

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 will require the simultaneous adoption of Medium-Density Residential (R-2) zoning for the proposed annexation area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. A wetland analysis report must be submitted together with the annexation petition pursuant to Gig Harbor Municipal Code Section 18.08.090.



KLATT ANNEXATION (ANX-05-927)
VICINITY MAP

**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.

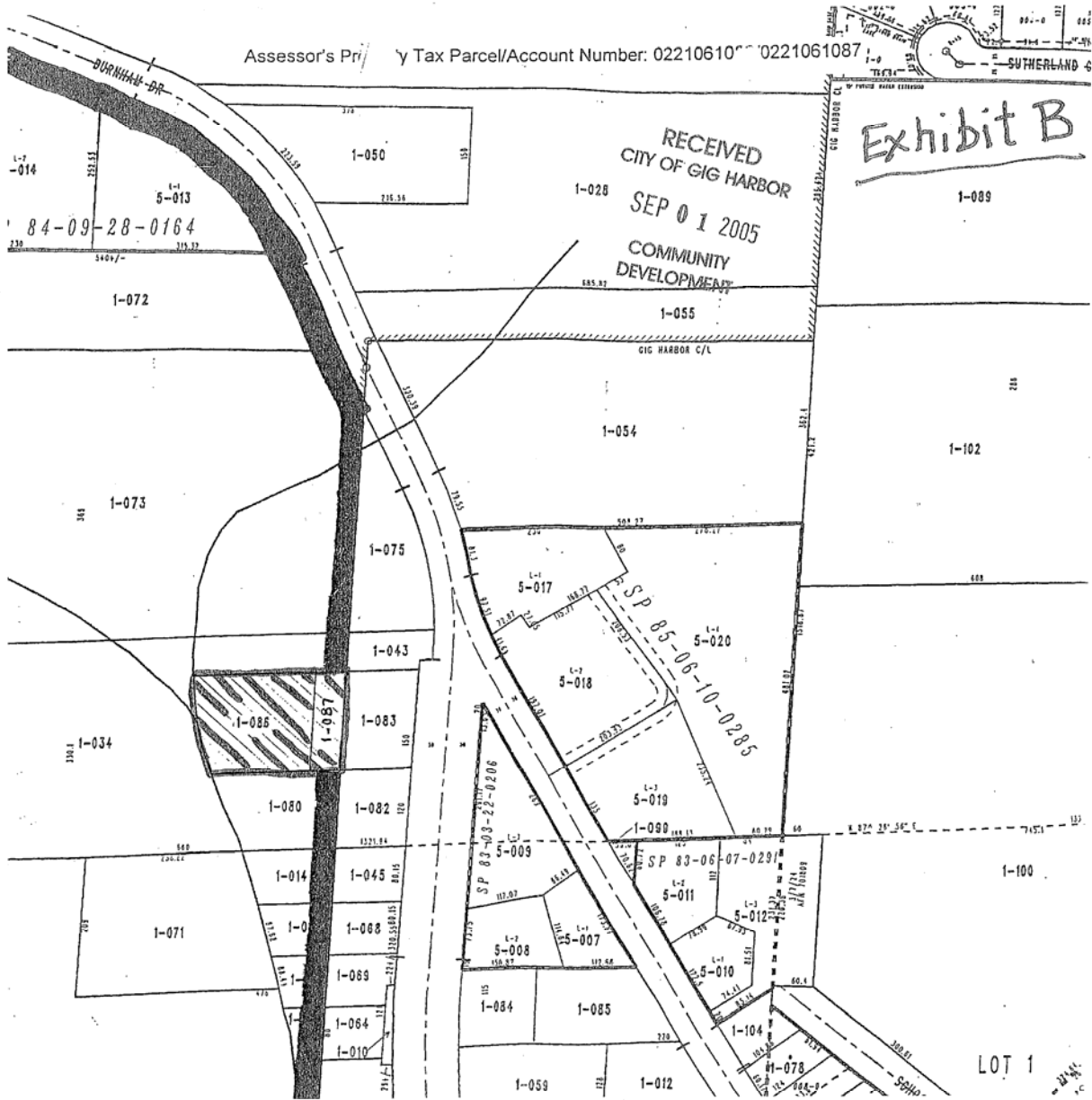
It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

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. 981; 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.

Exhibit A

Map and Legal Description - Klatt ANX 05-927



“THE NORTH 150 OF THE SOUTH 270 OF THE NORTHWEST OF THE NORTHEAST OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN, LYING EAST OF THE MAIN CHANNEL OF NORTH CREEK AND WEST OF THE GIG HARBOR CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 294.”



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCILMEMBERS
FROM: MOLLY TOWSLEE, CITY CLERK
SUBJECT: FIRST READING OF ORDINANCE - COMBINED BUSINESS
LICENSE SERVICES
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

On March 27th, Council authorized the Mayor to sign an Interagency Agreement with DOL will allow the Master License Service (MLS) to act as the City of Gig Harbor's agent for business license purposes.

The attached ordinance amends the Gig Harbor Municipal Code to implement this change in business licensing procedures. The City Attorney has reviewed the ordinance.

FISCAL CONSIDERATION

The cost to the city will include a monthly service fee if we access the state's database to run a report or to look up information. This is an estimated amount of \$10 - \$20 per month depending on usage. The only other charges we will incur will be .23% (46 cents) to cover fees for an applicant using a debit/credit card on-line. There are no other on-going costs to partners.

The city will receive the usual \$20 application and renewal fees from the state through electronic transfers.

RECOMMENDATION

Staff recommends that the City Council adopt the attached ordinance authorizing DOL's Master License Service to act as the city's agent for business licensing activities at its second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUSINESS LICENSE PROCEDURES AND AMENDING SECTION 5.01.080 AND 5.01.090 OF THE GIG HARBOR MUNICIPAL CODE TO PROVIDE FOR THE STATE OF WASHINGTON DEPARTMENT OF LICENSING TO ACCEPT BUSINESS LICENSE APPLICATIONS AND RENEWALS ON BEHALF OF THE CITY OF GIG HARBOR, AMENDING THE EXPIRATION DATE OF LICENSES, AND AMENDING THE PENALTY FOR LATE RENEWALS.

WHEREAS, in an order to improve customer service to businesses, the Gig Harbor City Council has authorized an agreement with the Washington State Department of Licensing's Master Licensing Services; and

WHEREAS, this partnership will provide city businesses a unified licensing process; and

WHEREAS, MLS uses a common expiration date for all business licenses and so businesses will receive a combined annual renewal notice for the city license; and

WHEREAS, in order to reflect this change in business licensing procedures it is necessary to amend the municipal code; and

WHEREAS, the City Council acted on this Ordinance during its regular meeting of _____, 2006; NOW, THEREFORE,

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

Section 1. Sections 5.01.080 and 5.01.090 of the Gig Harbor Municipal Code are hereby amended to read as follows:

5.01.080 Application procedure.

A. Any new non-exempt business shall make application for a business license prior to commencing business in the city. Application for license shall be accomplished by filing a Master Application through the state Department of Licensing's Master License Service, in coordination with the city license officer. Persons applying for a license must pay a fee as established by the city council by periodic resolution, and the Master License Service's handling fee.

~~A. B.~~ The city license officer is authorized to prepare a schedule of fees for general business licenses issued, and when approved by the city council by resolution, such schedule shall govern the amount of the city license fee.

~~C. B.~~ Application for a business license shall be made either at the City of Gig Harbor or with the State of Washington Department of Licensing, at the office of the city license officer on a form to be furnished for that purpose and shall be accompanied by the proper fee. Each application submitted in person or by mail shall be signed by the person, or other authorized representative of the firm or corporation to be licensed. If an application is denied, the city business license fee shall be returned to the applicant.

~~D. C.~~ No license shall be issued until the application has been fully completed and all applicable ordinances have been fully complied with. In addition, any business requiring a state or federal license shall obtain said licenses and provide the city with proof of their issuance with the application prior to the issuance of a city business license ~~or any renewal thereof.~~

~~D.~~ City business licenses shall be granted annually and have an expiration date as determined by the State of Washington Department of Licensing in cooperation with the City, but shall have a term of at least one year. The license term or expiration date will be coordinated with the terms or expiration date of all other licenses or permits required by the State for each license. ~~and due July 1st. If a new business application is made within six months of the date fixed for expiration, the fee shall be one-half the annual fee.~~

5.01.090 Renewal.

A. All businesses shall renew their business license each year. Businesses must pay a renewal fee as established by the city council by periodic resolution, and the Master License Service's processing fee.

B. If any license issued under this chapter is not renewed by the date of expiration of the existing license, then a new application must be submitted and accompanied by a fee of 50 percent of the amount of the combined licensing fees due, up to \$150 maximum.

~~Applications for renewal of business licenses must be completed and returned to the city license officer, together with the renewal fee, prior to July 1st of each year. The city license officer shall send a renewal notice to each licensee at the last address provided to the city. Failure of the licensee to receive any such form shall not excuse the licensee from~~

~~making application for and securing the required renewal license, or from payment of the license fee when and as due hereunder. A business license shall expire on July 1st of the year following issuance, if not renewed as described herein. A penalty of \$5.00 per month, which shall not be prorated, shall be assessed on any delinquent license renewal which has not been paid on or before August 1st of any year.~~

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of a summary, consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___th day of _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

FILED WITH CITY CLERK: 6/7/06
DATE PASSED:
DATE OF PUBLICATION:
EFFECTIVE DATE:

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

On _____, 2006 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, RELATING TO BUSINESS LICENSE PROCEDURES AND AMENDING SECTION 5.01.080 AND 5.01.090 OF THE GIG HARBOR MUNICIPAL CODE TO PROVIDE FOR THE STATE OF WASHINGTON DEPARTMENT OF LICENSING TO ACCEPT BUSINESS LICENSE APPLICATIONS AND RENEWALS ON BEHALF OF THE CITY OF GIG HARBOR, AMENDING THE EXPIRATION DATE OF LICENSES, AND AMENDING THE PENALTY FOR LATE RENEWALS.

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

APPROVED by the City Council at their regular meeting on _____, 2006.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING AND RESOLUTION EXECUTING A UTILITY
EXTENSION AGREEMENT - MARK VEITENHANS
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

Mark Veitenhans has requested two (2) ERU's of water service for two vacant parcels located on Crescent Valley Drive. The properties are located within the City's Water Service Area but outside of the City's Urban Growth Boundary. The City currently provides water service to three parcels within this area. The size of the parcels precludes the applicant from drilling individual wells to service the properties.

POLICY CONSIDERATIONS

The Washington State Growth Management Act (GMA) states that "In general, cities are the units of local government most appropriate to provide urban governmental services. *In general, it is not appropriate that urban governmental services be extended to or expanded in rural areas except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development.*" RCW 36.70A.110 (4), emphasis added.

The Gig Harbor Municipal Code addresses the matter of water service outside of Urban Growth Boundary, Section 13.34.070. The Gig Harbor City Council recently clarified the provisions by which water service will be extended outside of the City's Urban Growth Boundary with the adoption of Ordinance No. 1027 on January 23, 2006.

Gig Harbor Municipal Code Section 13.34.070

B. Owners of property located outside the city urban growth area boundary may make application for expansion or extension of water service to their property outside the city urban growth area boundary if, in addition to all other requirements of this title, the applicant can demonstrate all of the following:

1. The expansion or extension is necessary to protect basic public health, safety and the environment; and
2. The expansion or extension is financially supportable at rural densities; and

3. The expansion or extension of water service is into an area identified to be within the City's Water Service Area; and

4. The expansion or extension does not permit urban development.

C. The city council shall review the application and may, in its sole discretion, allow the extension or expansion of water service if the council finds:

1. That the requested service is necessary to protect basic public health and safety and the environment;

2. That the requested service is financially supportable at rural densities and does not permit urban development;

3. That the extension or expansion is consistent with the goals of the City's water comprehensive plan and all other applicable law, including, but not limited to, the Public Water System Coordination Act (Chapter 70.116 RCW), and the State Environmental Policy Act (Chapter 42.31C RCW).

The size of the parcels precludes the applicant from drilling individual wells; the request for water service is financially supportable as all costs will be borne by the applicant; the provision of water service will not permit urban development or any further subdivision of land; and the site is within our water service area and therefore consistent with the Public Water System Coordination Act. Additionally, the City provides water service to three single-family residences in this area and provision of water service in this instance is allowable under that Washington State Growth Management Act (GMA).

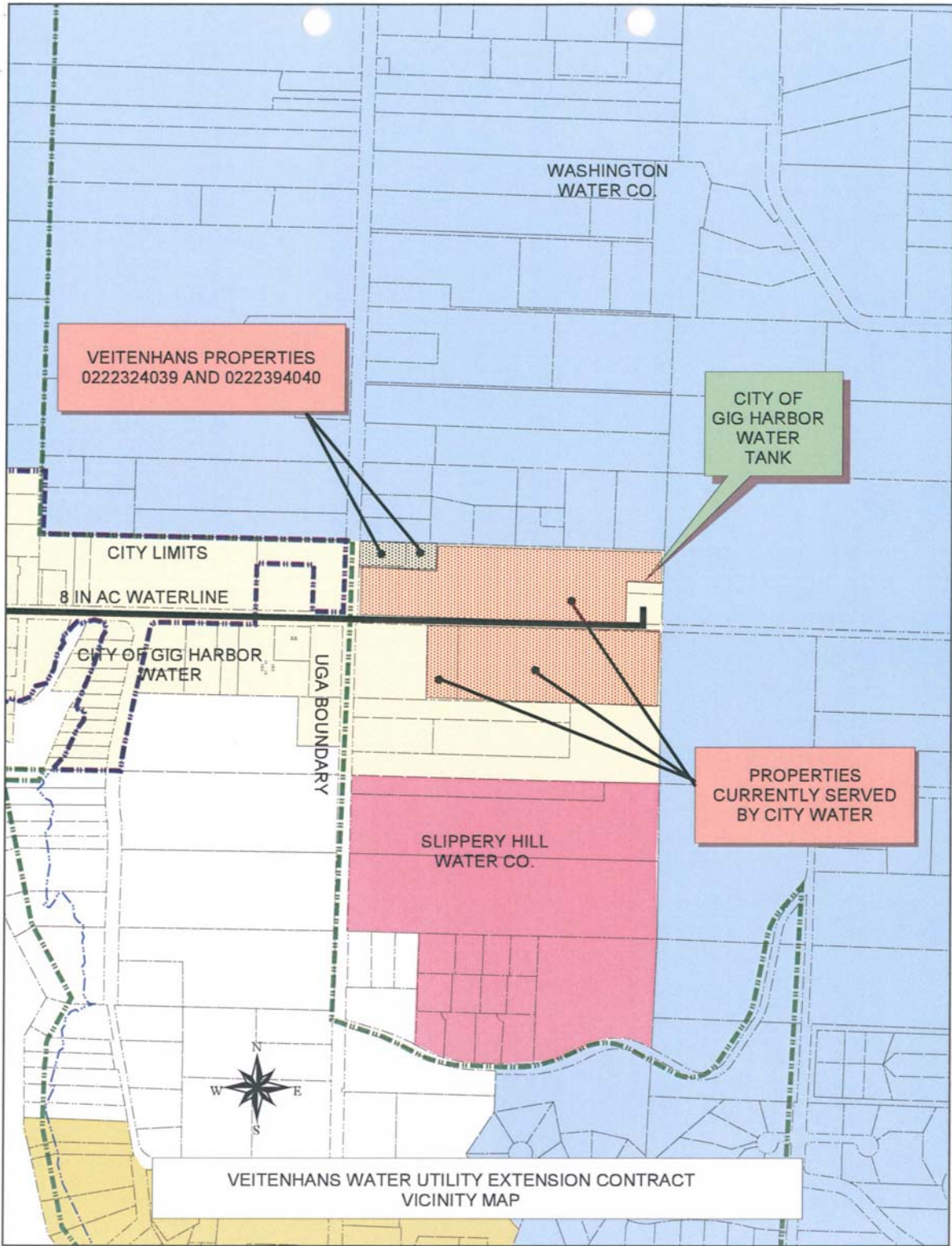
FISCAL CONSIDERATIONS

The capacity commitment payment for a three-year commitment period is \$1,828.80 which must be paid within forty-five (45) days of Council approval of the agreement. If the water connection fees are not paid in full prior to the termination of the contract, the capacity commitment payment is then forfeited.

The \$100.00 Utility Extension Agreement Fee has been paid in full.

RECOMMENDATION

I recommend Council approve the Resolution authorizing the execution of the Utility Extension Agreement with Mark Veitenhans for two (2) ERU's, all as set forth in the attached Agreement.



September 8th, 2005

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

SEP 08 2005
COMMUNITY
DEVELOPMENT

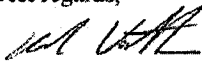
Re: Request for City Water extension outside the UGA

Dear Mr. Vodopich;

Thank you for taking the time to speak with me last week regarding my request for City Water on my 2 parcels. As you are aware, these parcels are located within the City of Gig Harbor Water service area, however, they are outside the UGA. The parcels are located within approx. 100 ft. from your main water line. The 2 parcel #'s are: 0222324039 and 0222324040 the site address is: 9702XXX Crescent Valley Drive NW and 2822XXX 96th St NW. My intent is to receive the City Water as have 3 of my adjoining neighbors and not to change the density. I spoke to the County about wells, as was suggested in one of the Council Meetings, unfortunately, with setbacks; my property appears to be too small to obtain a permit. If you are unable to grant me City Water, these lots will be essentially un-build able.

I appreciate any help you can give me in this matter.

Best regards,



Mark Veitenhans

RESOLUTION NO. 6xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE EXTENSION OF WATER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF A UTILITY EXTENSION CAPACITY AGREEMENT WITH MARK VEITENHANS PROVIDING FOR TWO (2) ERU'S OF WATER SERVICE TO TWO PARCELS LOCATED AT 9702 CRESCENT VALLEY DRIVE NW AND 2822 96th STREET NW, GIG HARBOR, WASHINGTON.

WHEREAS, on September 8, 2005 the applicant Mark Veitenhans, submitted a request to connect two vacant parcels to the City water utility system as provided for in Title 13, Gig Harbor Municipal Code; and

WHEREAS, the request was for two (2) ERU's of water service; and

WHEREAS, on June 12, 2006, the City Council held a public hearing on the Utility Extension Capacity Agreement; and

WHEREAS, on June 12, 2006, the City Council considered the Utility Extension Capacity Agreement during a regular public meeting and voted to approve the Utility Extension Capacity Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Utility Extension Capacity Agreement attached hereto as Exhibit A, with the applicant Mark Veitenhans.

Section 2. The City Council hereby directs the Community Development Director to record the Utility Extension Capacity Agreement against the Property legally described in Exhibit A to the Utility Extension Capacity Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the City Council this 12th day of June 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: //06
PASSED BY THE CITY COUNCIL: //06
RESOLUTION NO. 6xx

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this ____ day of _____, 2006, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and MARK VEITENHANS, A SINGLE MAN, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described below and as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water utility system, hereinafter referred to as "the utility" and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he is the Owner of the property described below and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend water main to the Owner's property from the existing utility lines on 96th STREET NORTHWEST at the following location:

96th Street Northwest and Crescent Valley Drive

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Community Development Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Water Capacity Commitment. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on February 28, 2009; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required by any other permits required by any agency with jurisdiction, and provided this Agreement is signed and payment for water capacity commitments is received within 45 days after City Council approval of extending water capacity to the Owner's property. Water capacity shall not be committed beyond a three year period.

The City also agrees to provide to the Owner water service and reserves to the Owner the right to connect service with two (2) three-quarter inch (3/4") meter. These water capacity rights are allocated only to the Owner's utility system as herein described; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required by any other permits required by any agency with jurisdiction. Any addition to this system must first be approved by the City.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$1,828.80 for water to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500.00) for commitment for water service capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

6. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Community Development Department.

7. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Community Development Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in

an amount approved by the City Community Development Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

8. Connection Charges. The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system, at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Water Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

9. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

10. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following Pierce County Comprehensive Plan designation at the time of development or redevelopment:

RURAL 10 (R-10)

11. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

12. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property, in addition to any other remedies available to it, and disconnect the water, and for that purpose, the City may enter upon the Owner's property (see RCW 35.67.310).

13. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements (specify):

NONE.

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

14. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

15. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

16. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

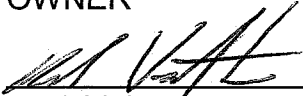
17. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2006.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

OWNER



Mark Veitenhans, a single man, property owner

ATTEST/AUTHENTICATED

City Clerk, Molly Towslee

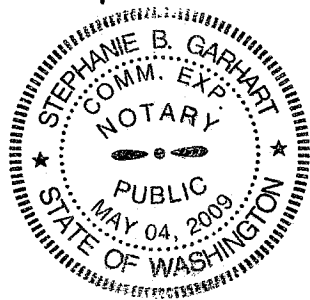
APPROVED AS TO FORM:

City Attorney, Carol A. Morris

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that MARK VEITENHANS, A SINGLE MAN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the PROPERTY OWNER OF 9702 CRESCENT VALLEY DRIVE NORTHWEST, PARCEL #0222324039 AND 2822 96th STREET NORTHWEST, PARCEL #0222324040 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/16/06



Signature [Handwritten Signature]
NOTARY PUBLIC for the State
of Washington, residing at 3201 Stonebury N Seattle
My commission expires: May 4, 2009

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter, is the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are 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: _____

Signature _____
NOTARY PUBLIC for the State
of Washington, residing at _____
My commission expires: _____

EXHIBIT A

9702 CRESCENT VALLEY DRIVE NORTHWEST, PARCEL #0222324039
LEGAL DESCRIPTION

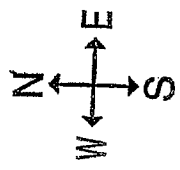
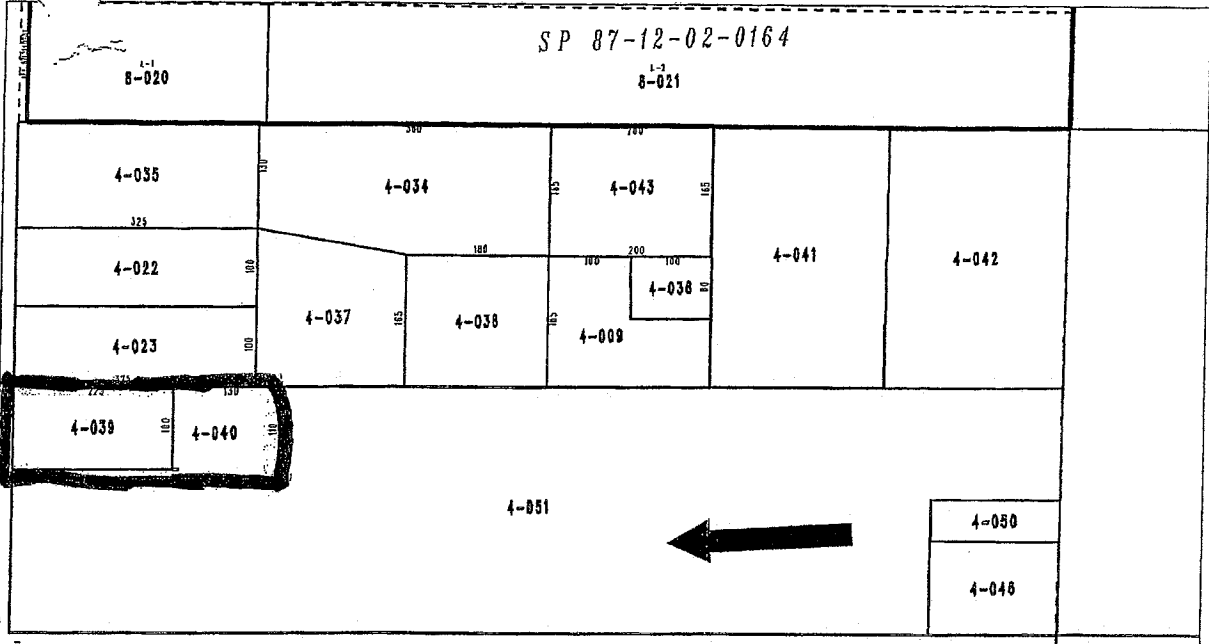
Section 32 Township 22 Range 02 Quarter 43:

BEG NW COR OF PROP IN SE CYD TO SELMA C BURKLAND BY WD
RECORDED IN VOL 560 OF DEEDS AT PAGE 395 8/25/36 TH E 225 FT TH S
100 FT TH W 225 FT TH N 100 FT TO BEG EXC CO RD SEG F 5956

2822 96th STREET NORTHWEST, PARCEL #0222324040
LEGAL DESCRIPTION

Section 32 Township 22 Range 02 Quarter 43:

COM NW COR OF S 1/2 OF S 1/2 OF SW OF SE TH E 225 FT TO POB TH CONT
E 130 FT TH S 110 FT TH W 355 FT TH N 10 FT TH E 225 FT TH N 100 FT TO
POB EXC CO RD SEG F 5956



COMMONWEALTH TITLE COMPANY
 5801 Soundview Drive NW Suite 100
 Gig Harbor, WA 98335 858-2999

This map is supplied at your request and the Company assumes no liability for variations, if any, in dimensions and locations.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING REGARDING THE 2005 COMPREHENSIVE
PLAN AMENDMENTS; FIRST READING OF AN ORDINANCE;
AND CONSIDERATION OF DEVELOPMENT AGREEMENTS
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

The 2005 Comprehensive Plan amendments are being presented for City Council consideration. The following three privately initiated amendments and one City initiated amendment are being proposed:

- **#04-01 Don Huber (Huber/Bingham Property)** - The applicant is proposing a map amendment to the Comprehensive Plan Land Use Planned Community Development (PCD) designation as identified on the Comprehensive Plan Land Use Map. The proposed map amendment is to change the designation of approximately 18.88 acres from Planned Community Development Residential Low to Planned Community Development Residential Medium.
- **#05-01 Franciscan Health Systems - West** - The applicant is proposing a map amendment to the Comprehensive Plan Land Use Planned Community Development (PCD) designation as identified on the Comprehensive Plan Land Use Map. The proposed map amendment is to change the designation of approximately 19.3 acres from Planned Community Development Residential Medium (PCD-RMD) to Planned Community Development Business Park (PCD-BP).
- **#05-03 HMT Partnership** - The applicant is proposing an amendment to the 2002 (as amended in 2003) City of Gig Harbor Wastewater Comprehensive Plan to reconfigure the design and location of future wastewater infrastructure improvements in the C-7 basin.
- **City of Gig Harbor - Transportation Element Revisions** - The April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS) identified proposed revisions to the Transportation Element, Chapter 11, of the December 2004 Comprehensive Plan (FSEIS Appendix B).

The City Council passed Resolution No. 646 on April 11, 2005, which established the work program for the processing of these individual Comprehensive Plan amendments for 2005. In July 2005, a Determination of Significance (DS) was issued with regards to the proposed Comprehensive Plan amendments. A Draft Supplemental Environmental Impact Statement (DSEIS) was issued in January 2006, and the Final Supplemental Environmental Impact Statement (FSEIS) was issued in April 2006. A timely appeal on the adequacy of the FSEIS was filed but was subsequently withdrawn by the appellant.

The Planning Commission held a work study session on April 6, 2006 and a public hearing on April 20, 2006 on the proposed Comprehensive Plan amendments. The Planning Commission recommended approval of the Comprehensive Plan amendments #04-01 Huber, #05-01 Franciscan Health System-West, and #05-03 HMT Partnership based on the findings of fact and recommended conditions of approval as outlined in the April 13, 2006 staff reports prepared for each application. The Planning Commission also recommended approval of the revisions to the Transportation Element (Chapter 11) of the adopted Comprehensive Plan as identified in Appendix B of the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS).

A copy of the Planning Commission minutes from April 20, 2006, together with the staff reports for each of the proposed amendments has been included in your packet for review.

The parties have submitted the requisite Development Agreements. The City Attorney is reviewing them and making the necessary revisions for uniformity and consistency with the FSEIS. The Development Agreements should be available for review prior to the Second Reading. The Development Agreements will need to be adopted by resolution should the Council choose to approve the proposed amendments.

RECOMMENDATION

I recommend that the public testimony be taken at this public hearing and that the ordinance and resolutions for the Development Agreements be brought back for consideration at the June 26, 2006 meeting.

ORDINANCE NO. xxxx

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) APPROVING WITH A DEVELOPMENT AGREEMENT (RESOLUTION #) OR DENYING THE HUBER APPLICATION #04-01; (2) APPROVING WITH A DEVELOPMENT AGREEMENT (RESOLUTION #) OR DENYING THE FRANCISCAN HEALTH SYSTEMS-WEST APPLICATION #05-01; (3) APPROVING WITH A DEVELOPMENT AGREEMENT (RESOLUTION #) OR DENYING THE HMT PARTNERSHIP APPLICATION #05-03; AND (4) ADOPTING A REVISED TRANSPORTATION ELEMENT, CHAPTER 11 OF THE ADOPTED DECEMBER 2004 COMPREHENSIVE PLAN.

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

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

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

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

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

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

WHEREAS, on April 11, 2005, the Gig Harbor City Council passed Resolution No. 646 which established the work program for the processing of individual Comprehensive Plan amendments for 2005; and

WHEREAS, the Washington State Office of Community Development was a party of record to the Supplemental Environmental Impact Statement (SEIS) process that was undertaken for the proposed amendments to the Comprehensive Plan; 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 May 1, 2006, 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 5, 2006 pursuant to RCW 36.70A.106; 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 July 14, 2005, the City SEPA Responsible Official issued a Determination of Significance (DS) with regards to the proposed Comprehensive Plan amendments (#04-01 Huber, #05-01 Franciscan Health System-West, and #05-03 HMT Partnership); and

WHEREAS, on January 3, 2006, the Draft Supplemental Environmental Impact Statement (DSEIS) was issued; and

WHEREAS, on January 19, 2006, the Planning Commission held a public hearing on the Draft Supplemental Environmental Impact Statement (DSEIS); and

WHEREAS, on April 5, 2006, the Final Supplemental Environmental Impact Statement (FSEIS) was issued; and

WHEREAS, on April 6, 2006, the Planning Commission held a work study session on the proposed Comprehensive Plan amendments; and

WHEREAS, on April 19, 2006, Gig Harbor North Associates, LLC filed a timely appeal on the adequacy of the April 5, 2006, the Final Supplemental Environmental Impact Statement (FSEIS); and

WHEREAS, on April 20, 2006, the Planning Commission held a public hearing on the proposed Comprehensive Plan amendments (#04-01 Huber, #05-01 Franciscan Health System-West, and #05-03 HMT Partnership) and the proposed revision to the Transportation Element of the Comprehensive Plan as identified in the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS); and

WHEREAS, on April 20, 2006, the Planning Commission recommended approval of the Comprehensive Plan amendments #04-01 Huber, #05-01 Franciscan Health System-West, and #05-03 HMT Partnership based on the findings of fact and recommended conditions of approval as outlined in the April 13, 2006 staff reports prepared for each application; and

WHEREAS, on April 20, 2006, the Planning Commission recommend approval of the revisions to the Transportation Element (Chapter 11) of the adopted Comprehensive Plan as identified in Appendix B of the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS); and

WHEREAS, on May 31, 2006, Gig Harbor North Associates, LLC withdrew their appeal of the adequacy of the April 5, 2006, the Final Supplemental Environmental Impact Statement (FSEIS); and

WHEREAS, on June 12, 2006, the Gig Harbor City Council held a public hearing and first reading of an Ordinance implementing the Planning Commission's recommended approval of the Comprehensive Plan amendments #04-01 Huber, #05-01 Franciscan Health System-West, and #05-03 HMT Partnership; and the recommended revisions to the Transportation element of the Comprehensive Plan during a public meeting; and

WHEREAS, on XX, 2006, during a regular City Council meeting, the Gig Harbor City Council held a second reading of an Ordinance implementing the Planning Commission's recommended approval of the Comprehensive Plan amendments and voted on the Comprehensive Plan amendments; Now, Therefore:

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

Section 1. 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 at the June 12, 2006 public hearing:

1. **(INSERT TESTIMONY)**

There were no more comments and the Mayor closed the Public Hearing at XX p.m.

D. Applications.

1. **#04-01, Don Huber Application.** The applicant, Don Huber proposed a map amendment to the Comprehensive Plan Land Use Planned Community Development (PCD) designation as identified on the Comprehensive Plan Land Use Map. The proposed map amendment is to change the designation of approximately 18.88 acres from Planned Community Development Residential Low to Planned Community Development Residential Medium.

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, applicable law, and the public testimony, the City Council **adopted or rejected** the Planning Commission recommendation and voted to **approve or deny** this application.

[Insert language regarding the Council's deliberations on approval or denial]

2. **#05-01, Franciscan Health System-West Application.** The applicant, Franciscan Health System-West proposed map amendment to the Comprehensive Plan Land Use Planned Community Development (PCD) designation. The proposed map amendment is to change the designation of approximately 19.3 acres from Planned Community Development Residential Medium (PCD-RMD) to Planned Community Development Business Park (PCD-BP).

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, applicable law, and the

public testimony, the City Council **adopted or rejected** the Planning Commission recommendation and voted to **approve or deny** this application.

[Insert language regarding the Council’s deliberations on approval or denial]

3. **#05-03, HMT Partnership, Application.** The applicant, HMT Partnership proposed an amendment to the 2002 (as amended in 2003) City of Gig Harbor Wastewater Comprehensive Plan to reconfigure the design and location of future wastewater infrastructure improvements in the C-7 basin.

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City’s Comprehensive Plan, applicable law, and the public testimony, the City Council **adopted or rejected** the Planning Commission recommendation and voted to **approve or deny** this application.

[Insert language regarding the Council’s deliberations on approval or denial]

4. **Transportation Element Revisions.** The April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS) identified proposed revisions to the Transportation Element, Chapter 11, of the December 2004 Comprehensive Plan (FSEIS Appendix B).

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City’s Comprehensive Plan, applicable law, and the public testimony, the City Council **adopted or rejected** the Planning Commission recommendation and voted to **approve or deny** these revisions as identified in Exhibit D, attached to this Ordinance.

[Insert language regarding the Council’s deliberations on approval or denial]

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

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____ 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

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

Exhibit A Huber #04-01 Legal Description and Map

Section 30 Township 22 Range 02 Quarter 34: E 1/2 OF SE OF SW EXC BORGEN
BLVD AFN 2000-07-13-0671 DC/BL06-19-02BL

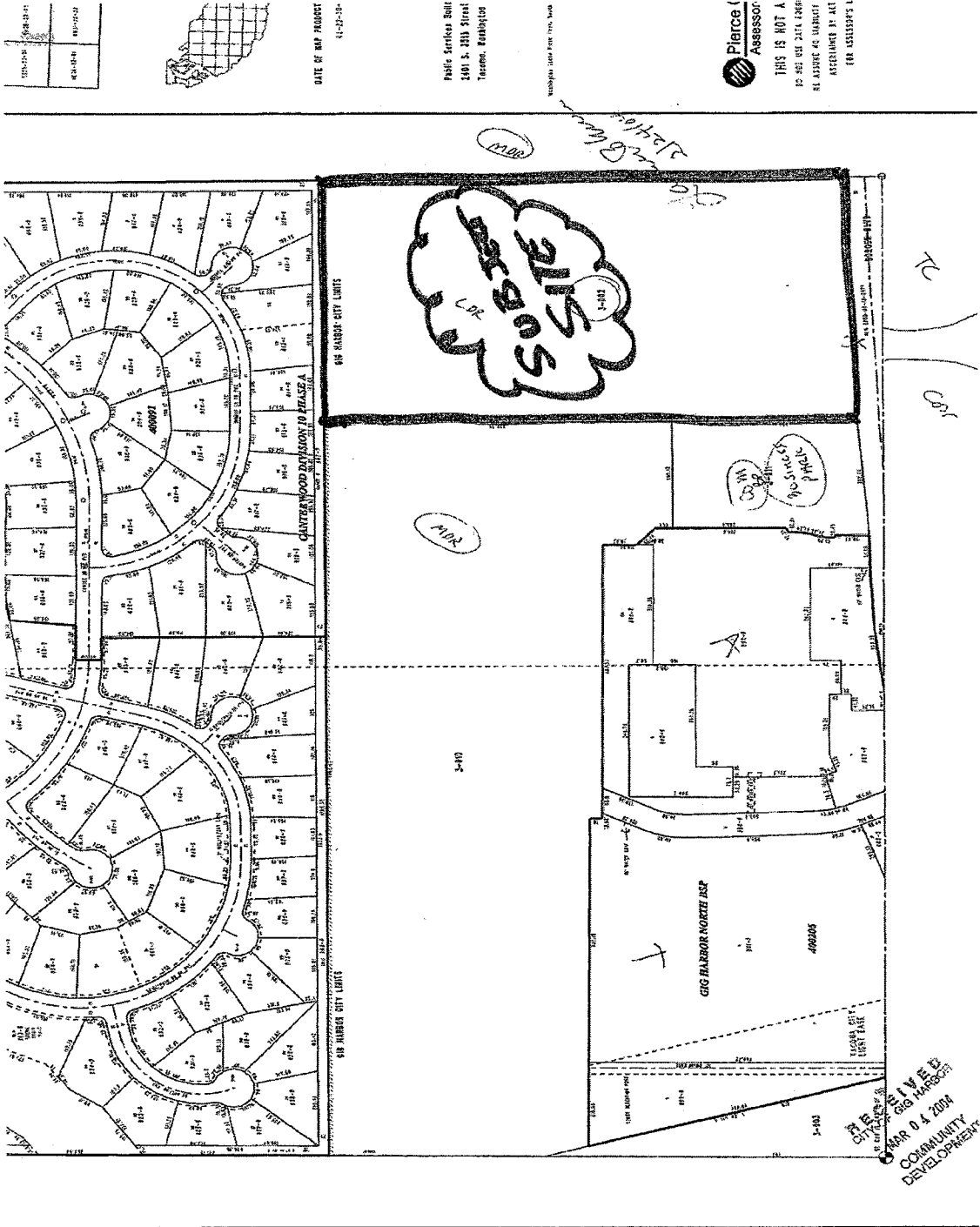
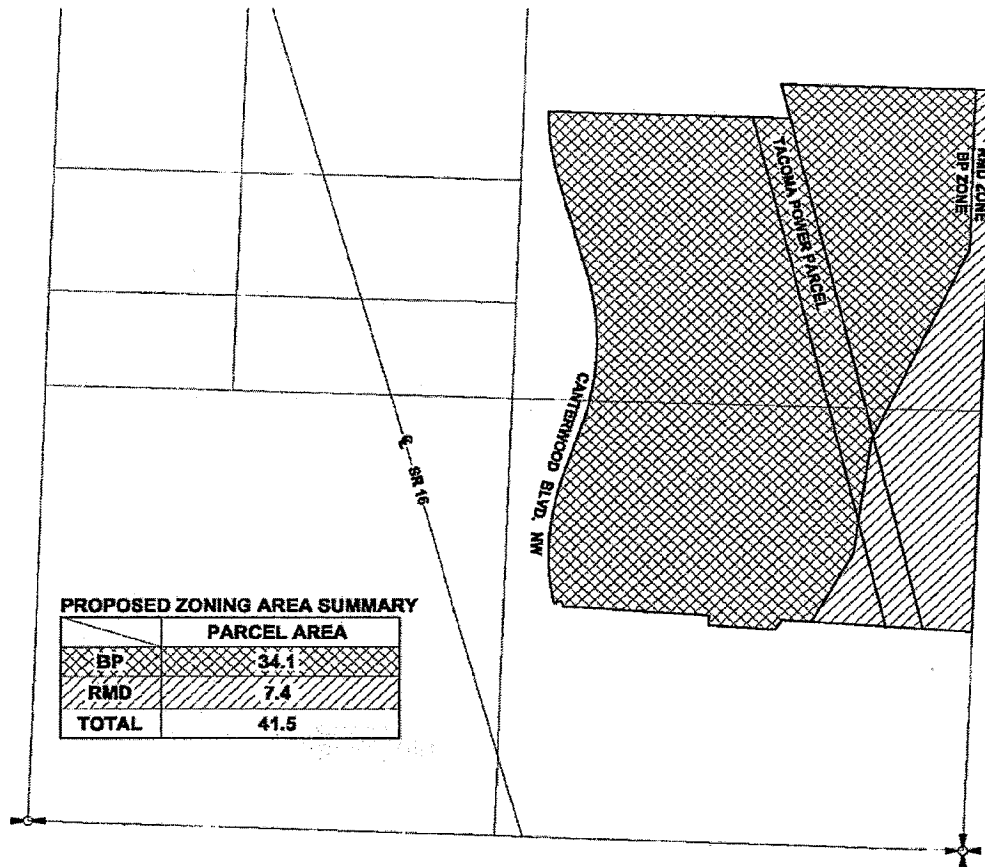


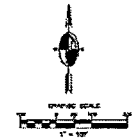
Exhibit B Franciscan Health System-West #05-01 Legal Description and Map

Exhibit "C" Map of PROPOSED Land Use



PROPOSED ZONING AREA SUMMARY

	PARCEL AREA
BP	34.1
RMD	7.4
TOTAL	41.5



<p>DATE: 11/11/05 BY: [Signature]</p>	<p>PROPOSED ZONING MAP St. Anthony Hospital</p>	<p>THE HARRIS COMPANY FRANCISCAN HEALTH SYSTEM 1401 DOWLING AVE. SUITE 100 DENVER, CO 80202 720.750.8400</p>	<p>ADWL ARCHITECTURAL DESIGN WORKS L.L.P. 1401 DOWLING AVE. SUITE 100 DENVER, CO 80202 720.750.8400</p>			
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BP ZONE LEGAL DESCRIPTION

THAT PORTION OF LOT 1 OF THE BOUNDARY LINE ADJUSTMENT AS RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER 200406290853 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 1
THENCE N86°06'11"W ALONG THE SOUTH BOUNDARY OF SAID LOT 1 TO THE BEGINNING OF THIS LINE DESCRIPTION;

THENCE N29°49'34"E 235.31 FEET

THENCE N08°11'16"E 345.74 FEET

THENCE N25°28'44" E 633.15 FEET

THENCE N01°54'57"E 485.49 FEET TO THE NORTH LINE OF SAID LOT 1 AND THE TERMINUS OF THIS LINE DESCRIPTION.

Exhibit C
February 2002 Wastewater Comprehensive Plan
2005 Annual Amendment - HMT Partnership #05-03
COLLECTION SYSTEM EXPANSIONS AMENDMENT
February 3, 2005 report prepared by Robin D. Nelson, P.E.
of Hammond Collier Wade Livingstone

Exhibit A

February 2002 Wastewater Comprehensive Plan
2004 Annual Amendments

COLLECTION SYSTEM EXPANSIONS AMENDMENT

SYSTEM EXPANSION C-7 (38TH Avenue NW)

SUMMARY

This Annual Amendment was initiated by a developer to provide sanitary sewer service to a parcel located north of 56th Street NW and east of 38th Avenue NW. The parcel is underdeveloped and the current single family residence is served by on-site septic system. The developer desires to improve the parcel in accordance with the designated land use defined in the City of Gig Harbor's Comprehensive Plan, R - 1 (3du/ac). Figure 1 identifies the parcel proposed for development.

The proposed site is located in Basin C-7 identified in the City's Wastewater Comprehensive Plan. Basin C-7 is zoned primarily residential single family with low or moderate densities. The wastewater generated from this basin, particularly the proposed development identified in figure 1, would be domestic wastewater.

The proposed capital improvements to be completed within the 20 year planning horizon for drainage basin C-7 were amended in the 2003 Annual Amendments process. Figure 1 summarizes these amendments to the 2002 Wastewater Comprehensive Plan. Specifically, Olympic Drive (56th Street NW) would no longer be served by a gravity lateral sewer main extended from 38th Avenue NW. Approximately 384 LF of 8 inch gravity sewer would be installed flowing easterly to a new pump station along the south side of 56th Street NW. The 120 gpm lift station would pump the wastewater south easterly approximately 779 LF through a 4 inch force main to the existing gravity main along Olympic Drive.

These improvements would serve approximately six connections with an estimated sewage flow of 300 gallons per day per connection, which is consistent with the unit flows identified in the City's Wastewater Comprehensive Plan. 1800 gallons per day or 1.75 gallons per minute would discharge to the proposed lift station. The lift station capacity far exceeds the flows generated from the 6 connections identified in the 2003 Amendment and provides flexibility for the future amendments.

The 2004 Amendment is shown in Figure 2. The new capital improvements for this 2004 amendment will require implementation of proposed 2003 amended capital improvements, prior to or concurrently, to serve the northerly portion of drainage basin C-7. Due to the timing for the proposed arterial improvements to 56th Street NW and recent development pressure the demand for public sewers in this sub-region of basin C-7 north of 56th Street NW is increasing.

The 2004 proposed amendment would still consist of extending an 8-inch sewer main north along 38th Avenue NW to approximately 60th Street NW. However, the sewer main would connect to the proposed 8-inch gravity sewer flowing easterly along Olympic Drive (56th Street NW) per the 2003 annual amendment for the basin C-7. The wastewater flow would then enter the proposed Lift

Station and pumped through the 4 inch force main to the existing gravity sewer along Olympic Drive installed as part of ULID No. 2.

This 2004 amendment proposes to extend the 8 inch gravity sewer north along 38th Avenue toward the intersection with Olympic Drive. The gravity main would terminate prior to the intersection. This small extension would primarily provide gravity sewer service to the lots fronting 38th Avenue to the east and within the C-7 service area boundary. The proposed 8 -inch extension has more than adequate capacity to serve the current land use defined. At Department of Ecology minimum slope criteria for an 8 inch sewer main, the capacity of the proposed extension is 358 gallons per minute. To give this capacity perspective, the entire sub-basin which this extension is a small part has a peak domestic flow of 320 gallons per minute.

In order to maximize gravity sewer service within this sub-region, a small 8-inch main extension north along what would be the extension of 34th Avenue NW is proposed as well. This small extension of 100 LF would serve the remaining sub-regions easterly slopes of the localized depression and sensitive area immediately north of 56th Street.

The 2004 proposed capital improvements will not change the service area of drainage basin C-7 and maximizes gravity sewer service. The improvements will not require increasing the size of the pump station proposed for the 2003 amendment. The added flow will actual reduce retention times in the lift station and insure scouring velocities in the 4-inch force main of greater than 2.0 feet per second.

The 2003 improvements are anticipated to be constructed in the next 5 – 6 years. Construction of the gravity sewer and force main is anticipated to be part of the 56th Street Improvements project. The lift station would be constructed by private development. Should private development preclude the roadway project, then all improvements would be funded and constructed by private development.

The 2004 amended improvements are contingent upon implementation of the proposed 2003 amended capital improvements. All 2004 improvements would be entirely funded and constructed by private developers. The 8-inch gravity main should be installed with sufficient depth to maximize gravity service to the north along 38th Avenue NW and 34th Avenue NW.

IMPACTS

Existing City Facilities

The proposed capital improvements identified in this 2004 amendment will not generate or discharge additional wastewater flows other than what was identified in the original 2002 Wastewater Comprehensive Plan update. It will increase the flow tributary to the proposed modifications identified in the 2003 Annual Amendment for drainage basin C-7.

The proposed improvements identified in the 2003 amendment include an 8- inch gravity sewer main, 120 gpm lift station and 4-inch force main. The additional flow from the remaining service area north of 56th Street NW will generate approximately 109,234 gpd peak flow or 76 gpm. Couple this with the projected 1800 gpd flow for the 2003 Amendment and the total tributary flow to the lift station is still well below the proposed capacity of 120 gpm. More importantly, the added flow will improve the operation and reduce possible septic conditions occurring as a result of low flows.


The 2003 Amended capital improvements were identified to have no adverse impact to the existing conveyance system downstream. The capacity of the lift station will not change therefore, if the 2003 amended improvement have no adverse impact neither will the 2004 proposed capital improvements.

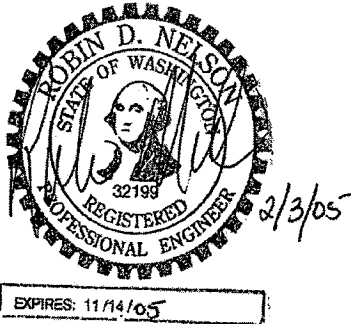
Environmental

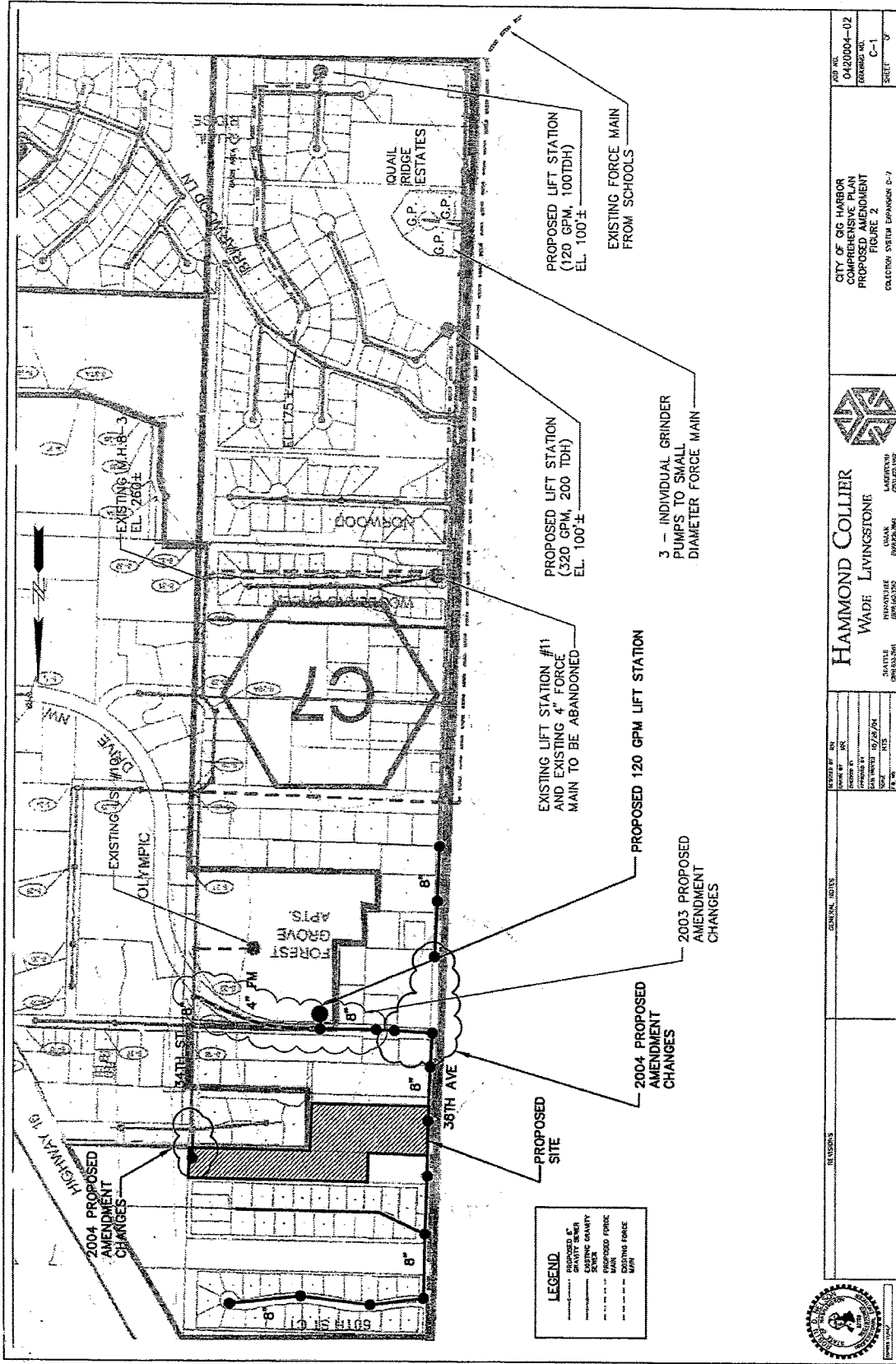
The proposed improvements will not have any adverse impacts to the environment. A SEPA checklist will be required for the improvements prior to construction. The private developer will be responsible to complete the checklist and for review and processing in accordance with the City's Community Development policies.

Fiscal

Funding for the 2004 amended capital improvements will be provided entirely by the developer. City funds will not be expended as part of the project.


Prepared By: Robin D. Nelson, PE





JOB NO. 0420004-02
 DRAWING NO. C-1
 SHEET 9

CITY OF GIG HARBOR
 COMPREHENSIVE PLAN
 PROPOSED AMENDMENT
 FIGURE 2
 COLLECTION SYSTEM EXPANSION 6-7



HAMMOND COLLIER
 WAIDE LIVINGSTONE
 ARCHITECTS AND ENGINEERS
 1000 1ST AVENUE
 SUITE 100
 GIG HARBOR, WA 98250

DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
SCALE	DATE

GENERAL NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GIG HARBOR SPECIFICATIONS FOR SANITARY SEWER COLLECTION SYSTEMS.



Exhibit D
Comprehensive Plan Transportation Element Revisions, Chapter 11

CITY OF GIG HARBOR
2005 COMPREHENSIVE PLAN AMENDMENTS
FINAL SUPPLEMENTAL EIS

APPENDIX B:
COMPREHENSIVE PLAN CHAPTER 11,
TRANSPORTATION ELEMENT
(PROPOSED REVISIONS)

Prepared by
David Evans and Associates, Inc.



415 – 118th Avenue SE
Bellevue, WA 98005

Prepared for
City of Gig Harbor



3510 Grandview Street
Gig Harbor, WA 98335
COGH0000-0025

April 5, 2006

Chapter 11

TRANSPORTATION

SECTION 1. EXISTING CONDITIONS

The City of Gig Harbor is required, under the state Growth Management Act (GMA), to prepare a Transportation Element as part of its Comprehensive Plan. In 1994, the City completed an update of its comprehensive land use plan to comply with GMA requirements and help estimate future traffic growth within the city. Since then, Gig Harbor has annexed portions of unincorporated Pierce County surrounding it. This update reflects changes that have occurred since 1994, using 1998 as existing conditions and 2018 as the planning horizon. **Figure 1-1** shows the Gig Harbor urban growth area.

The specific goal of the GMA, with regard to transportation, is to “encourage efficient multi-modal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.” The GMA requires that the local comprehensive plans, including the land use and transportation elements, be consistent and coordinated with required regional programs. In addition, the GMA requires that transportation facility and service improvements be made concurrent with development.

Existing Transportation System

This section of the transportation plan describes the existing transportation system conditions in the study area, including a description of the roadway characteristics, functional classification, traffic volumes, level of service, accidents, and transit service. Planned transportation improvements from the Washington State Department of Transportation (WSDOT) Plan, Pierce County Capital Facilities Element of the Comprehensive Plan, the Pierce County Six-Year Transportation Improvement Program (TIP) and Gig Harbor Six-Year TIP are also described.

Functional Classification and Connectivity

Roadway hierarchy based on functional classification provides a network of streets based on distinct travel movements and the service they provide. Roadway layout shall be based primarily on the safety, efficiency of traffic flow, and functional use of the roadway. Roadways are divided into boulevards, arterials, major and minor local residential, private streets, and alleys.

Roadways of all classifications shall be planned to provide for connectivity of existing and proposed streets in relation to adjoining parcels and possible future connections as approved by the Community Development Department. New development roadway systems should be designed so as to minimize pedestrian travel to bus stops.

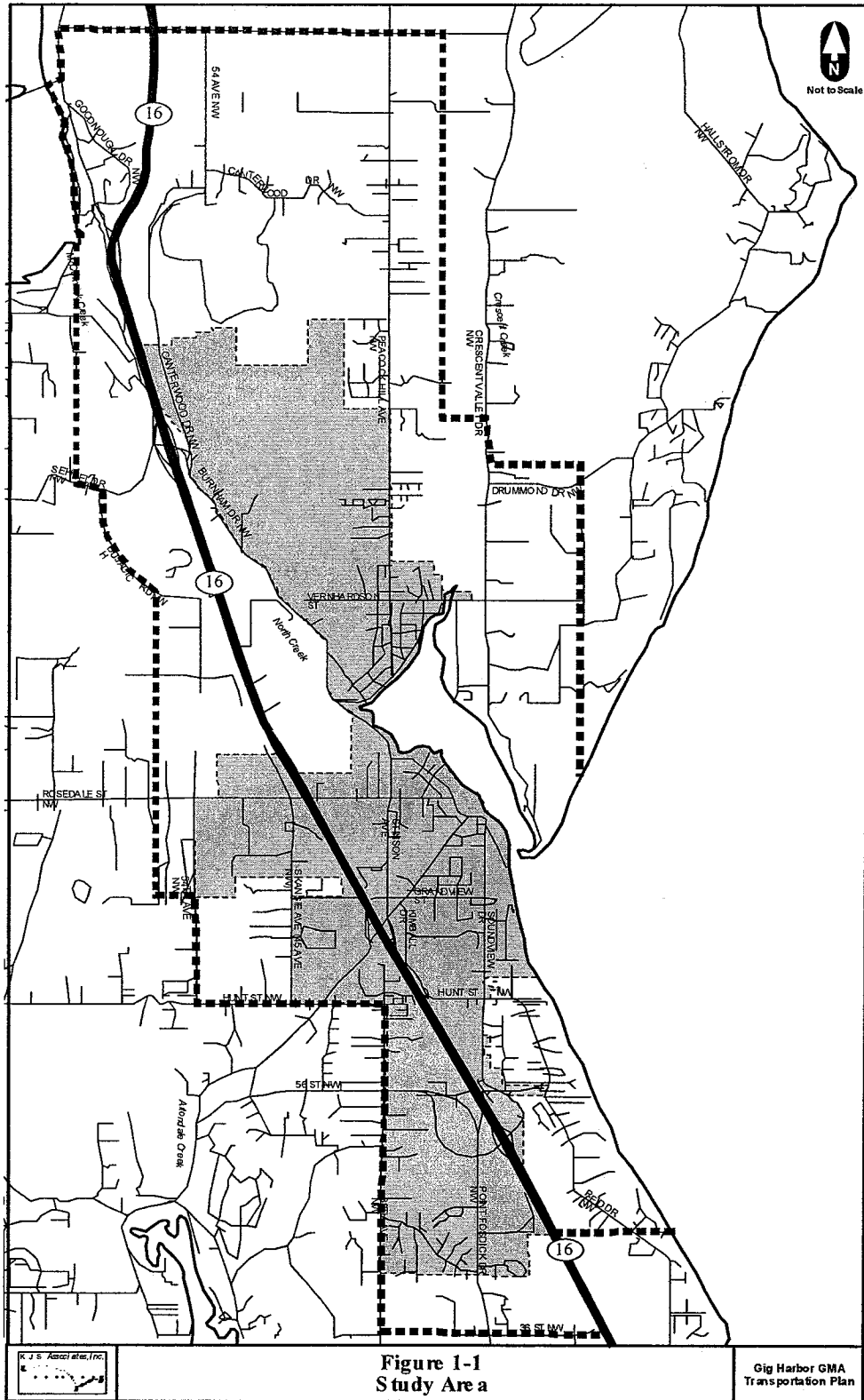


Figure 1-1
Study Area

Gig Harbor GMA
Transportation Plan

Boulevards and arterials are intended for the efficient movement of people and goods and have the highest level of access control. They have limited access and accommodate controlled intersections. Boulevards and arterials have been identified in the most current adopted version of the *City of Gig Harbor Transportation Plan*. The City Engineer will classify all new roadways.

Collectors generally connect commercial, industrial, and residential projects to other collectors, arterials, and boulevards and have a moderate level of access control. Minor collectors may be used if turn lanes are not required. If the collector connects to another collector or to an arterial, the roadway shall be a major collector. The City will determine if a collector is a major or minor, type I or type II, based on a review of the development potential of all contributing properties, the exiting right-of-way if it is an existing roadway, and the necessity of turn lanes. Auxiliary left turn lanes are desired when connecting to boulevards, arterials, and major collectors. Collectors are identified in the most current adopted version of the *City of Gig Harbor Transportation Plan*. The City Traffic Engineer will classify all new roadways.

Major and minor local residential streets shall interconnect with each other and with minor collectors and have a minimum level of access control. Alleys in residential neighborhoods are encouraged. If the local residential street connects to a major collector or to an arterial, the street shall be a major local residential. In such developments, connectivity shall be a key design factor, although the internal flow shall be discontinuous to discourage cut-through traffic movement and excessive speed. Traffic calming techniques shall be designed into all residential subdivisions.

The pedestrian network shall be paramount in the residential roadway network. Minor local residential streets serve as land access from residences and generally connect with major local residential and minor collectors. Safety is always the major consideration when determining intersection locations and connectivity.

State-owned transportation facilities and highways of statewide significance [See also Section 5]

In 1998, the Washington State Legislature enacted the "Level of Service Bill" (House Bill 1487) which amended the Growth Management Act (GMA) to include additional detail regarding state-owned transportation facilities in the transportation element of comprehensive plans. Within Gig Harbor, SR 16 has been designated as a Highway of Statewide Significance (HSS) in WSDOT's Highway System Plan (HSP). SR 16 provides the major regional connection between Tacoma, Bremerton, and the Olympic Peninsula. It connects to Interstate 5 in Tacoma and to SR 302 in Purdy. Through Gig Harbor, SR 16 is a full limited access four lane freeway with interchanges at Olympic Drive, Pioneer Way and Burnham Drive. It is classified as an urban principal arterial.

The only other state-owned facility within the planning area is SR 302 which connects SR 16 across the Key Peninsula with SR 3 to Shelton. It is a two-lane state highway with no access control.

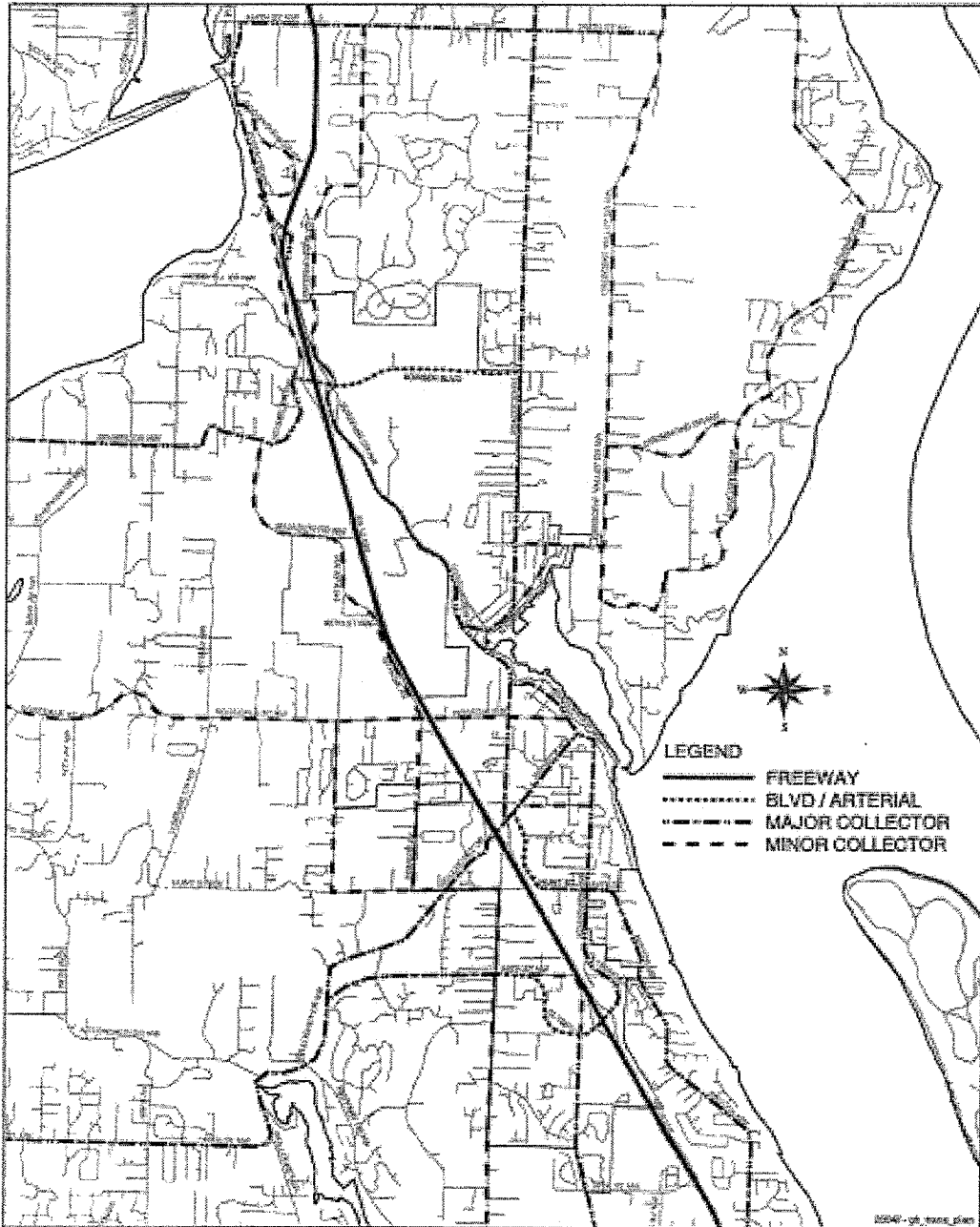


Figure 1-2
Functional Classification
 Gig Harbor GMA Transportation Plan

Local Transportation System

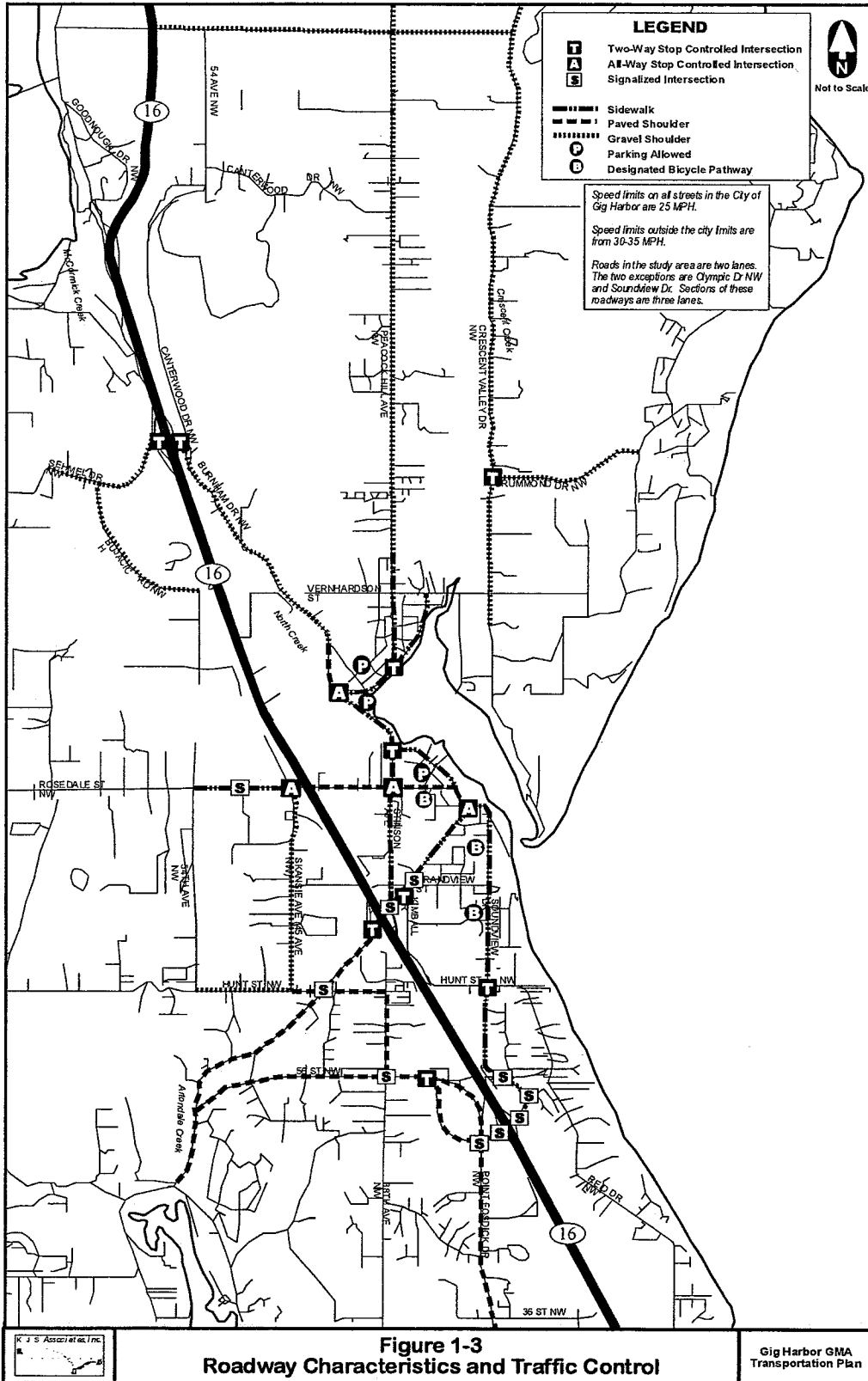
The downtown area of Gig Harbor and surrounding residences are served by the interchange with SR 16 at Pioneer Way. The southern portion of the city is served by the Olympic Drive NW interchange, and north of the existing city limits, access from SR 16 is provided by the Burnham Drive NW interchange.

One of the key north-south arterials serving the city and local residences is Soundview Drive, which becomes Harborview Drive through downtown Gig Harbor. Pioneer Way also provides access to residences and downtown Gig Harbor. Access to the unincorporated areas north of the city is provided by Peacock Hill Road, Crescent Valley Drive, Burnham Drive NW, and Borgen Boulevard. Outside the city limits to the southwest, Olympic Drive NW and Wollochet Drive NW provide access to residential areas in unincorporated Pierce County.

The roadway characteristics of these arterials in the study area are shown in **Figure 1-3**. The majority of roadways within the city limits are two lanes with a speed limit of 25 mph. The speed is reduced to 20 mph along North Harborview Drive in the downtown area. There are retail shops on both sides of the street in this area, and the reduced speed provides increased safety for pedestrians crossing the street between shops. In addition, Soundview Drive has three lanes (one lane in each direction and a center, two-way, left-turn lane along portions of the roadway). Outside of the city limits, all roadways are also two lanes, with the exception of Olympic Drive NW (56th Street NE), Point Fosdick Drive, and Borgen Boulevard, which have three lanes in some sections, and Point Fosdick Drive which has five lanes from Olympic to 44th Street NW. Borgen Boulevard has portions of four lanes with two roundabouts. The speed limit on these roadways varies between 30 and 35 mph.

Pedestrian and bicycle facilities are an integral part of the transportation network, and the provision for these facilities will be incorporated in the transportation improvement program. Currently, sidewalks are provided at least on one side of the roadway on most city arterials. In addition, separate bicycle lanes are provided on various roadways, including Soundview Drive and on portions of Rosedale Street, Point Fosdick Drive, and North Harborview Drive. Parking is allowed in the retail center on Harbor View Drive and North Harborview Drive.

Existing intersection traffic control devices also are indicated on **Figure 1-3**. Within the city, there are signalized intersections at Pioneer Way/Grandview Street, Pioneer Way/Kimball Drive, Olympic Drive /Point Fosdick Drive, Wollochet Drive/Hunt Street, Olympic Drive/Holycroft Street, Rosedale Street/Schoolhouse Avenue, and 38th Avenue/56th Street. In addition, the SR 16 northbound and southbound ramps at Olympic Drive, and the SR 16 northbound ramp at Pioneer Way, are signalized. All other major intersections and SR 16 ramp intersections are stop sign controlled, except the SR 16/Burnham Drive northbound and southbound ramps, which intersects a single lane roundabout on the southbound ramps and a two-lane roundabout on the northbound ramps.



Traffic Volumes

A comprehensive set of street and intersection traffic counts was collected in 1997. Average weekday traffic volumes (AWDT) are summarized in **Figure 2-1**. AWDT volumes represent the number of vehicles traveling a roadway segment over a 24-hour period on an average weekday. P.M. peak hour traffic volumes represent the highest hourly volume of vehicles passing through an intersection during the 4-6 p.m. peak period. Since the p.m. peak period volumes usually represent the highest volumes of the average day, these volumes were used to evaluate the worst case traffic scenario that would occur as a result of the development.

Intersection Level Of Service

The acknowledged method for determining intersection capacity is described in the current edition of the Highway Capacity Manual (*Transportation Research Board [TRB], Special Report 209*). Capacity analyses are described in terms of Level of Service (LOS). LOS is a qualitative term describing the operating conditions a driver will experience while driving on a particular street or highway during a specific time interval. It ranges from LOS A (little or no delay) to LOS F (long delays, congestion).

The methods used to calculate the levels of service in the 1998 analysis are described in the *1994 Highway Capacity Manual* (Special Report 209, Transportation Research Board). The measure of effectiveness for signalized intersections is average stopped delay, which is defined as the total time vehicles are stopped in an intersection approach during a specified time period divided by the number of vehicles departing from the approach in the same time period.

The methods used to calculate the levels of service subsequent to 2000 are described in the 2000 Highway Capacity Manual (Special Report 209, Transportation Research Board). The measure of effectiveness for signalized intersections is control delay, which is defined as the sum of the initial deceleration delay, queue move up delay, stopped delay and final acceleration delay.

For unsignalized intersections, level of service is based on an estimate of average stopped delay for each movement or approach group. The evaluation procedure is a sequential analysis based on prioritized use of gaps in the major traffic streams for stop controlled and yield controlled movements (i.e., left turns off of the major street); these two movement types at unsignalized intersections will be referred throughout the remainder of this report as “controlled movements”. In most jurisdictions in the Puget Sound region, LOS D or better is defined as acceptable, LOS E as tolerable in certain areas, and LOS F as unacceptable.

The City of Gig Harbor is required by RCW 36A.070(6)(b) “to prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of the development are made concurrent with the development.”

The City of Gig harbor has constructed several roundabouts since adoption of the transportation element, including a six-legged roundabout at the intersection of Borgen Blvd, Burnham Drive,

Canterwood Blvd and the SR 16 on and off-ramps. These intersections require evaluation with specific roundabout analysis software. The City of Gig Harbor will determine appropriate LOS analysis procedures for the roundabouts consistent with the LOS policy of the plan. The City or its designee will conduct all LOS calculations for roundabouts in the City of Gig Harbor to ensure consistency in analysis. Developers will reimburse the city or its designee the cost to complete the analysis if the development is shown to impact a roundabout with any new trips.

Traffic Accidents

Traffic accident records compiled by the Gig Harbor Police Department for the 17-month period from January, 1999, through and including May, 2000, were reviewed. The Police Department accident records included the date and location of each accident, and specified an accident type: "injury," "non-injury," "hit-and-run," "parking lot," or "pedestrian/cyclist."

During the 17-month period analysis period there were 308 accidents on the Gig Harbor street system, of which 72 (23%) were injury accidents. Only two accidents involved pedestrians or bicyclists, though both of these accidents involved injuries.

The streets with the greatest accident experience were Olympic Drive, along which 84 accidents occurred (five per month), and Point Fosdick Drive, along which 69 accidents occurred (four per month). Pioneer Way and Hunt Street each experienced 22 accidents, and Wollochet Drive and Harborview Drive each experienced 18. No other street experienced more than 15 accidents.

Transit Service and Facilities

The service provider for Gig Harbor is Pierce Transit. The four transit routes that currently serve Gig Harbor are shown in **Figure 1-4**.

Route 100 extends from the Gig Harbor Park and Ride to the Tacoma Community College Transit Center. During weekdays, the route operates on half-hour headways, and on one-hour headways on the weekends. Route 102 provides express bus service from Purdy to Downtown Tacoma via the Gig Harbor Park and Ride. It operates during weekday peak hours only, with service being provided every 30 minutes.

Local bus service in Gig Harbor is provided by Routes 111 and 112. Route 111 runs from the Gig Harbor Park and Ride to the Gig Harbor Library at Point Fosdick. Hourly service from morning to evening is provided on this route seven days a week. Route 112 extends from the Purdy Park and Ride to the Gig Harbor Park and Ride via Peacock Hill Avenue. Transit service for this route also operates on one hour headways, seven days a week. Route 113 from Key Center connects with Routes 100, 102, and 112 at the Purdy Park and Ride.

Pierce Transit continues to look at ways to improve transit service to and from the peninsula area. Possible improvements include the creation of several entirely new park and rides. The creation of new transit routes will depend heavily on increased capacity on the Tacoma Narrows Bridge.

Planned Transportation Improvements

Based on projections by Pierce County, this area of the state, including the study area, will continue to grow. Specifically, it is expected that residential growth will occur on the Gig Harbor peninsula and job growth will occur in the area between the city and Tacoma.

Pierce County Transportation Plan

In order to adequately address the existing and future transportation issues, Pierce County completed the Pierce County Transportation Plan in 1992. The proposed project list was updated in 2000 and incorporated into the Gig Harbor Peninsula Community Plan. The project list has not been revised since adoption of the Community Plan in 2001. Project priorities are identified as: Premier Priority, High Priority, Medium Priority, and Low Priority. Conservatively, Pierce County believes they will be able to fund all Premier and High Priority projects and half of the Medium Priority projects. Optimistically, they hope to be able to fund all projects on county roads. Premier and High Priority projects that impact the study area are listed below.

Premier Priority

- P28. 56th Street, Wollochet Drive to Point Fosdick Drive: Widen to four lanes; provide pedestrian and drainage improvements.
- P29. Wollochet Drive, 40th Street to Gig Harbor City Limits: Widen to four lanes; improve intersections and shoulders.
- P53. Sehmel Drive NW, 70th Avenue NW to Bujacich Road NW: Improve intersections, alignment and shoulders.
- P63. 38th Avenue, 36th Street to Gig Harbor City Limits: Improve intersection and shoulders.
- P73. Jahn Ave/32nd Street/22nd Avenue, Stone Drive to 36th Street: Realign and improve shoulders

High Priority

- P30. Point Fosdick Drive, 56th Street to Stone Drive: Provide pedestrian and drainage improvements; improve intersections.
- P42. Hunt Street NW, Lombard Drive NW to Gig Harbor city limits: Improve intersections, alignment, and shoulders.
- P50. Ray Nash Drive NW, 36th Street NW to Rosedale Street NW: Improve alignment and widen shoulders.

- P64. 144th Street NW/62nd Avenue NW, intersection (Peninsula High School): Channelization and possible traffic control.
- P68. 96th Street NW, Crescent Valley Drive NW to city limits: Add paved shoulders.
- P76. Point Fosdick Drive NW/Stone Drive NW/34th Avenue NW, intersection: Channelization, traffic control, and realignment.

Pierce County Six-year Transportation Improvement Program (TIP)

The prioritization process for transportation projects in unincorporated Pierce County is implemented through the Six-Year Road Program and the Annual Road Program. The projects identified that impact the study area for 2004-2009 are summarized below.

- Rosedale Street, 66th Avenue NW to Lombard Drive NW. Reconstruct roadway to improve vertical alignment.
- Fillmore Drive/Gustafson/56th Street NW. Provide turn lane(s) at intersection.
- Hunt Street, 46th Avenue NW to Lombard Drive NW: Reconstruct roadway to improve horizontal/vertical alignment.
- Wollochet Drive, Fillmore Drive NW to 40th Street NW: Widen and reconstruct roadway to provide more lane(s).
- Point Fosdick Drive NW/36th Street NW: County portion of Gig Harbor intersection project.
- 36th Street NW, city limits to 22nd Avenue NW. Reconstruct to improve vertical alignment.
- Jahn Avenue NW/32nd Street NW/22nd Avenue NW, 36th Street NW to 24th Street NW. Reconstruct roadway to improve horizontal/vertical alignment.

As future funds become available, the improvement projects from the Pierce County Comprehensive Transportation Plan will be added to the most recent six-year road program.

Gig Harbor Six-year Transportation Improvement Plan (TIP)

The City is required to update its Transportation Improvement Plan (TIP) every year. The TIP is adopted by reference, and a copy of the current plan can be obtained from the City's Public Works Department.

Washington State Department of Transportation Highway Improvement Program

The 20-year WSDOT Highway System Plan includes several potential projects in the Gig Harbor vicinity. These include:

- Construction of a 750 stall park and ride lot in the Purdy area.
- Widening of SR 302 to four lanes with a restricted median from the Key Peninsula Highway to SR 16.
- Widening of SR 16 from four lanes to six creating HOV lanes, interchange improvements, TSM/TDM, and Intelligent Transportation System improvements from SR 302 to the Pierce/Kitsap county line.

WSDOT's funded project list includes:

- Construct core HOV lanes, new interchange, and Intelligent Transportation System improvements to SR 16 between the 36th Street interchange and the Olympic interchange.
- Overlay existing ramps at the Wollochet Drive interchange on SR 16.
- Construct core HOV lanes, interchange improvements, frontage road, and Intelligent Transportation System improvements to SR 16 at the Olympic interchange to Purdy (SR 302)

In addition, WSDOT is currently constructing a new Tacoma Narrows Bridge to provide significantly increased capacity for the congested crossing on the existing bridge. An integral element of the new bridge project is construction of a split diamond interchange with half at 24th Street and half at 36th Street. The 24th Street improvements are integral to the Tacoma Narrows Bridge project, and a portion of the improvements in P73 will be included in the bridge project. The new Tacoma Narrows Bridge will significantly increase highway capacity and improve access between the Gig Harbor/Peninsula area and the "mainland" (Tacoma, I-5, etc.). These capacity and access improvements will have a significant effect on long-term growth and development in and around Gig Harbor, and will affect Gig Harbor area travel patterns, traffic volumes, and transportation improvement needs.

This Gig Harbor Transportation Element, which is based on and developed for the current growth forecasts, does not account for the transportation system needs and impacts associated with a new Tacoma Narrows Bridge.

The WSDOT has funded a study of SR 302 to develop and analyze new alignments for SR 302 from the Kitsap Peninsula to SR 16. The final alignment of SR 302 will affect access and circulation to Gig Harbor.

Concurrency Ordinance

The City of Gig Harbor requires either the construction of or financial commitment for the construction of necessary transportation improvements from the private or public sector within six years of the impacts of a development. Methods for the City to monitor these commitments include:

- Annual monitoring of key transportation facilities within updates to the Six-Year Transportation Improvement Program (TIP);
- Monitoring intersections for compliance with the City's LOS Standard. The City of Gig Harbor LOS for intersections is LOS D; except for specified intersections in the Downtown Strategy Area and North Gig Harbor Study Area.
 - The specific intersections and the current LOS for each in the Downtown Strategy Area are:

• Harborview Drive/North Harborview Drive	LOS F
• Harborview Drive/Pioneer Way	LOS F
• Harborview Drive/Stinson Avenue	LOS F
• Harborview Drive/Rosedale	LOS D
• North Harborview Drive/Peacock Hill	LOS C
• Harborview/Soundview	LOS B

The above intersections may be allowed to operate at a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

- The specific intersections and the LOS for each in the North Gig Harbor Area are:
 - Burnham Drive/Borgen Drive/Canterwood Blvd/SR16 Ramps LOS E

The above intersection shall operate at LOS E or better (80 seconds of delay)

- Identifying facility deficiencies;
- Reviewing comprehensive transportation plan and other related studies for necessary improvements;
- Making appropriate revisions to the Six-Year TIP; and
- Complying with HB 1487 and WSDOT for coordinated planning for transportation facilities and services of statewide significance.

SECTION 2. TRAFFIC FORECASTING AND ANALYSIS

Traffic forecasting is a means of estimating future traffic volumes based on the expected growth in population and employment within an area. For the Gig Harbor area, traffic forecasts were prepared using current traffic counts, a travel demand forecasting computer model prepared for the Pierce County Transportation Plan, and estimates of population and employment developed

for the City's Comprehensive Land Use Plan. As specified by the Growth Management Act (GMA), a 20 year horizon was used in the process to produce traffic forecasts for 2018.

This is essentially the same process as was followed in the 1994 Comprehensive Plan Transportation Element. **Table 2-1** below summarizes the population and employment growth assumptions that were used for the traffic forecasts.

Table 2-1. Growth Assumptions, 1998 - 2018

Year	Population	Employment
1998	6,900	5,230
2006	14,560	7,700
2018	21,370	10,900

Methodology

The growth in population and employment in an area provides a basis for estimating the growth in travel. Population growth generally results in more trips produced by residents of homes in the area, and employment growth generally results in more trips attracted to offices, retail shops, schools, and other employment or activity centers. To estimate future traffic volumes resulting from growth, computerized travel demand models are commonly used. In areas where travel corridors are limited, growth factors applied to existing traffic counts can be also an effective approach to traffic forecasting.

A combined approach was used for the City of Gig Harbor. The Pierce County Transportation Plan computer model developed by KJS provided information on area wide growth and was used as a tool in assigning traffic to various roads and intersections. For growth data, the 1998 Draft Gig Harbor Comprehensive Plan Update (prepared by the Beckwith Consulting Group) was used. Traffic counts taken in 1996 and 1997 provided data on existing travel patterns.

Primary Sources of Information

The primary sources of information used to forecast travel demand in Gig Harbor and the surrounding Urban Growth Area (UGA) were the Pierce County Transportation Model, the Gig Harbor Comprehensive Plan Update, and the Gig Harbor Travel Demand Model.

Pierce County Transportation Model

KJS Associates developed a 2010 travel demand model for Pierce County as a part of the county's GMA Transportation Planning program (the model has since been updated by Pierce County). The Pierce County transportation model is based on the Puget Sound Regional Council's (PSRC) regional model covering King, Pierce, Snohomish and Kitsap Counties. The

model utilizes the standard transportation planning methodology: Trip Generation, Trip Distribution, Modal Choice and Trip Assignment.

For the Pierce County model, a system of traffic analysis zones (TAZs) was developed based on the same boundaries used by the PSRC in the regional model. This enabled KJSA to use the zonal demographic and street network data which PSRC provides, for the regional system, and to refine that information to provide more detail within Pierce County. The model was calibrated to 1990 conditions; 1990 traffic counts were used to calibrate the model's traffic flow patterns, and 1990 demographic/land use data provided the basis for the trip generation, trip distribution, mode choice, and traffic assignment assumptions. All forecasts from the model were based on 2000 and 2010 demographic/land use forecasts from PSRC.

Since the PSRC 20-year demographic forecasts appear to be consistent with the GMA forecasts for the City and IUGA, the PSRC 2010 database was used in the revised Pierce County model as the basis for travel demand forecasts.

Gig Harbor Comprehensive Plan Update

As a part of the Comprehensive Plan Update, the City used the existing and proposed comprehensive land use plans to estimate the residential and employment capacities of various areas of the Gig Harbor Interim Urban Growth Area (IUGA). In doing so, the IUGA was divided into 71 "units", or zones, for analysis purposes.

The existing land uses and an inventory of the number of platted lots within each zone were used to estimate the existing population of each zone. The size of commercial and employment/business areas on the Land Use plan was used to estimate the employment capacities within each zone.

Gig Harbor Travel Demand Model

The 71 land use zones from the Comprehensive Plan were used to create a more detailed traffic analysis zone structure within the Pierce County model. The 1998 population estimates and employment capacities for each of the 71 zones in the Comprehensive Plan Update were used to initially allocate the 1990 population and employment data from PSRC to each TAZ within the IUGA. The 1990 data were used since this is the most recent census which provides complete information for the area outside of the Gig Harbor IUGA. The 1990 data were then factored to 1998 estimates using the Comprehensive Plan information and 1998 traffic counts.

The growth in population and employment within each zone was converted into travel demand by the model. Since the base year was calibrated using 1998 traffic volumes, the 20-year growth in travel demand produced by the model resulted in 2018 travel demand estimates. This is consistent with the requirement of GMA.

Employment growth, unlike population growth, was assumed to occur around existing areas of high employment. Like the allocation of population, employment was allocated to each zone

based on the capacities of the zone as calculated by Beckwith in the Comprehensive Plan Update.

To insure that the travel demand calculated by the model resulted in accurate estimates of traffic volumes on the road network, 1998 traffic counts on selected roads were used to calibrate the model. However, the model results are at best only a rough estimate of future traffic volumes. They provided a guide to general traffic trends and flow patterns, rather than exact traffic volumes on specific roadway links.

All trips were assigned to the City and County arterial system based on existing trip distribution and traffic assignment patterns. In addition to the population and employment forecast assumptions, specific assumptions were required to determine growth in external traffic volumes. For the Pierce County Peninsula Focus Area, the external connections in the south are the SR 16 highway crossing at the Tacoma Narrows Bridge and north to Kitsap County.

North Gig Harbor (NGH) Subarea Traffic Model 2005

A subarea traffic model was developed for the North Gig Harbor Traffic Mitigation Study (2005). The model was developed to analyze three Comprehensive Plan Amendments in 2005/6. Proposed and pipeline projects in the NGH subarea and a buildout analysis were included in the traffic model to identify transportation impacts and required mitigation.

Traffic Analysis (1998)

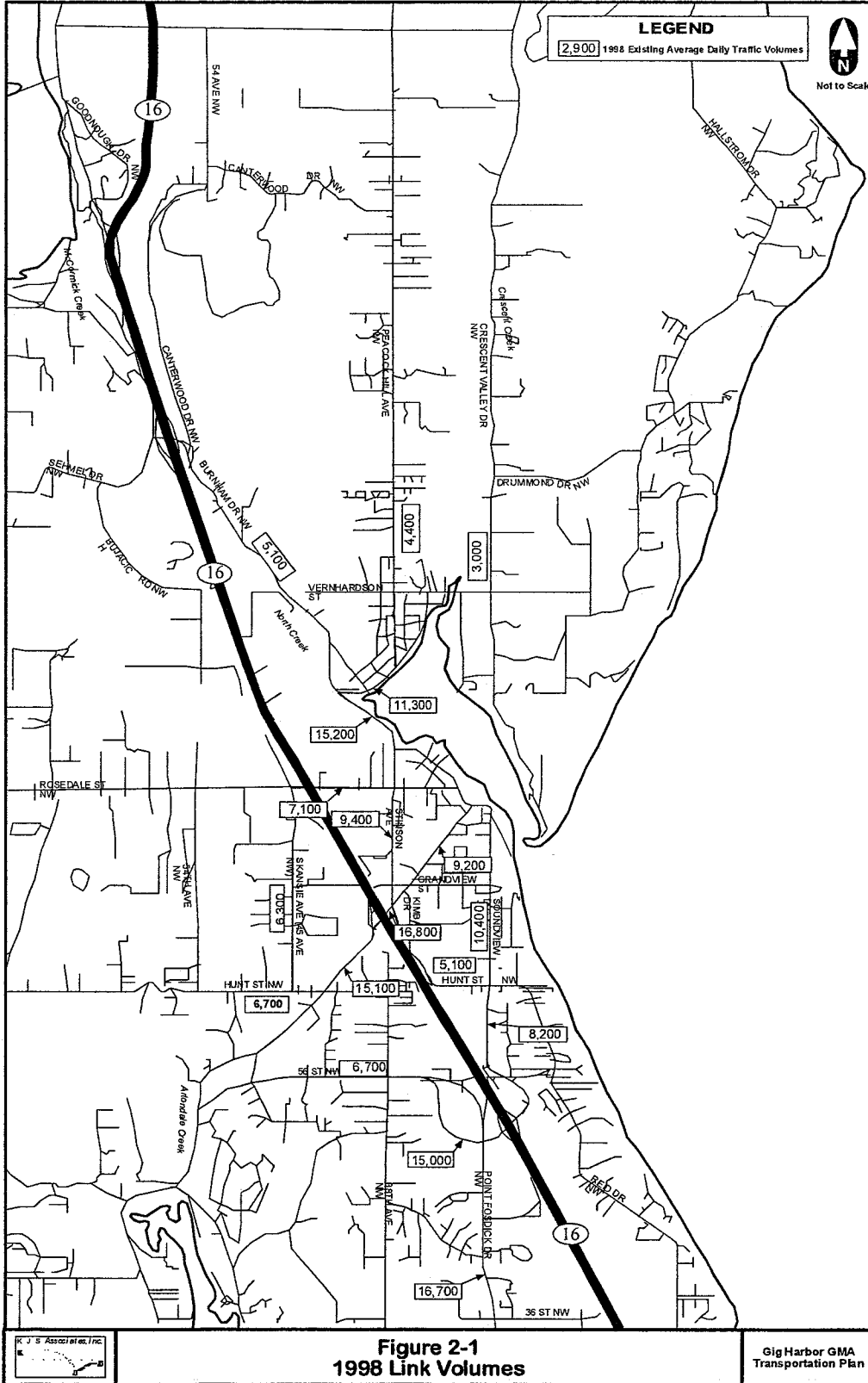
Existing (1998) daily traffic volumes on key roadway segments or links, and intersection levels of service are shown in Figure 2-1. The existing 1998 p.m. peak hour intersection levels of service are compiled in Table 2-2. As shown in Table 2-3 below, there are significant delays at three stop-sign controlled intersections in 1998.

Table 2:2: 1998 Intersection Levels of Service

SIGNALIZED INTERSECTIONS	1998 LOS
38 th Ave E/56th NW	C (D ^{**})
Olympic Dr/SR 16 NB ramps	C (D ^{**})
Olympic Dr/SR 16 SB ramps	C (C ^{**})
Pioneer Wy/Grandview St	A
Pioneer Wy/SR 16 NB ramps	D (E ^{**})
Point Fosdick Dr/Olympic Dr	D (D ^{**})
Rosedale/Schoolhouse	A
Wollochet Dr/Hunt St	B (C ^{**})
UNSIGNALIZED INTERSECTIONS	1998 LOS
36th Ave/Pt Fosdick Dr	C
Crescent Valley Dr/Drummond Dr	B
Harborview Dr/North Harborview Dr	F
Harborview Dr/Pioneer Way	F
Harborview Dr/Stinson Ave	F
Hunt/Skansie	C
Olympic/Hollycroft	C
Peacock Hill Ave/North Harborview Dr	A
Rosedale St/Skansie Ave	B
Rosedale St/Stinson Ave	C
Soundview Dr/Hunt St	B
SR 16 NB ramps/2 lane roundabout	A* (A ^{**})
SR 16 SB ramps/Single lane roundabout	B* (B ^{**})
SR 16 SB ramps/Wollochet Dr	F (F ^{**})
Borgen Blvd/51 st roundabout	A* (A ^{**})

* 2004 existing condition

(A^{**}) 2005 existing condition DEA 2005, City of Gig Harbor 2005
 Note: Refer to North Gig Harbor Traffic Mitigation Study for additional 2005 intersection operations in the NGH Study area.



Traffic Analysis - 2018

Once the model was calibrated to existing conditions, growth rates were applied to estimate traffic volumes for 2018. **Figure 2-2** shows roadway link volumes for 2018. **Figure 2-3** shows the intersection level of service for 2018, which is also summarized in **Table 2-3** below.

Table 2-3: PM Peak Hour Intersection Levels of Service

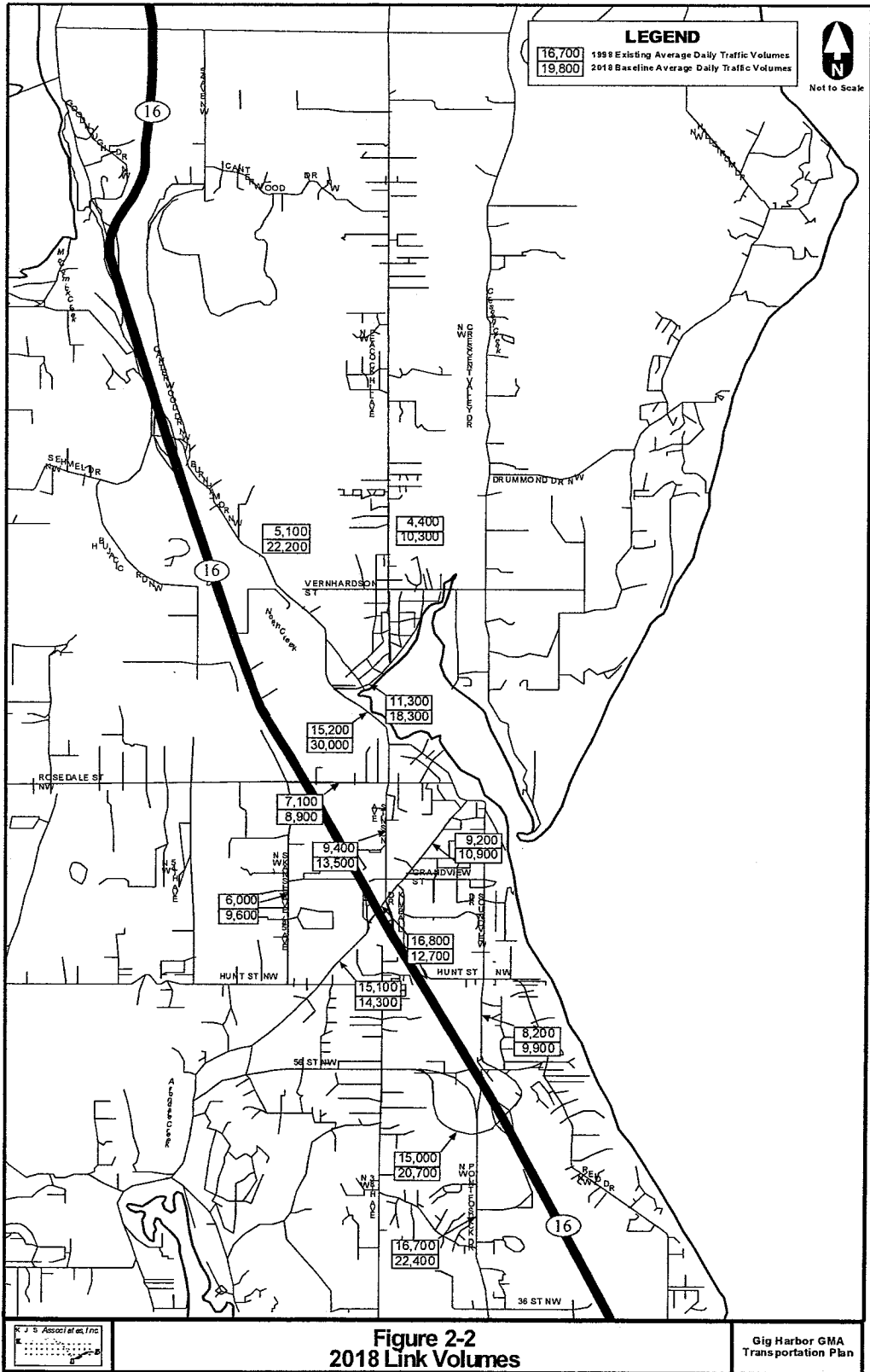
SIGNALIZED INTERSECTIONS	2018 LOS
38 th Ave E/56th NW	F
Olympic Dr/SR 16 NB ramps	C
Olympic Dr/SR 16 SB ramps	C
Olympic/Hollycroft	C
Pioneer Wy/Grandview St	B
Pioneer Wy/SR 16 NB ramps	D
Point Fosdick Dr/Olympic Dr	D
Rosedale/Schoolhouse	A
Wollochet Dr/Hunt St	F
UNSIGNALIZED INTERSECTIONS	2018 LOS
36th Ave/ Point Fosdick Dr	F
Crescent Valley Dr/Drummond Dr	F
Harborview Dr/North Harborview Dr	F*
Harborview Dr/Pioneer Wy	F*
Harborview Dr/Stinson Ave	F*
Hunt/Skansie	F
Peacock Hill Ave/North Harborview Dr	B
Rosedale St/Skansie Ave	C
Rosedale St/Stinson Ave	F
Soundview Dr/Hunt St	F
SR 16 NB ramps/2 lane roundabout	D** F***
SR 16 SB ramps/Single lane roundabout	F** F***
SR 16 SB ramps/Wollochet Dr	F
Stinson Ave/Grandview St	F
Borgen Blvd/51 st roundabout	A** E***

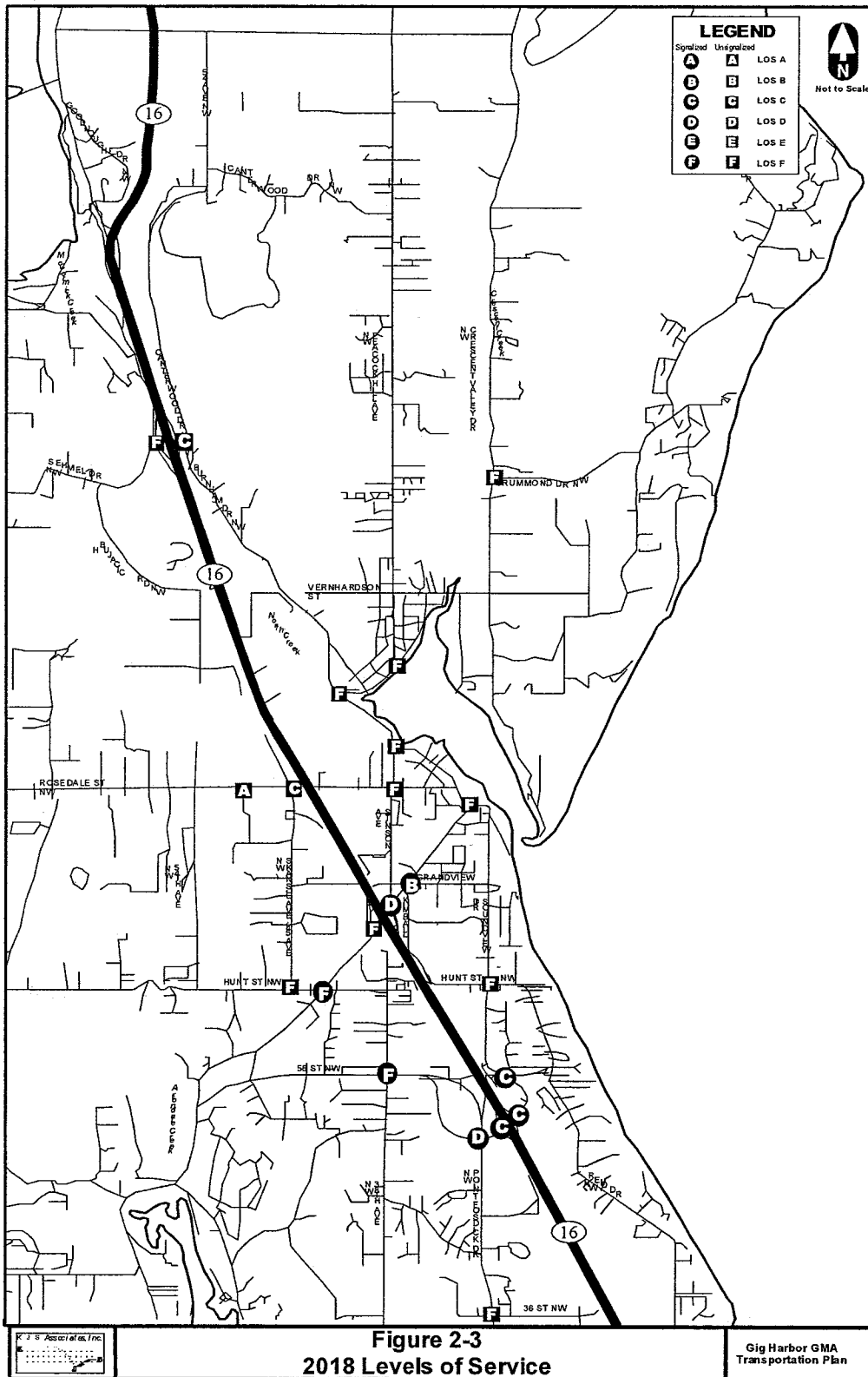
* Located within the downtown strategy area. Intersection impacts will be investigated on a case by case basis with implementation of various transportation strategies.

** 2013 Level of Service Summary

*** 2005 plus unmitigated pipeline conditions DEA 2005

Note: Refer to North Gig Harbor Traffic Mitigation Study for additional updated future intersection operations in the NGH Study area.





North Gig Harbor Traffic Analysis 2005

The North Gig Harbor Traffic Mitigation Study 2005 included an analysis of traffic operations in the NGH area and was completed to identify transportation mitigation requirements for three Comprehensive Plan Amendments. The Study identified near term transportation impacts of pipeline development, near term development proposals and buildout of the subarea. Potential long term mitigation measures for the NGH study area were identified. The future traffic volumes and intersection LOS shown for the NGH subarea are superseded by those in the NGH Traffic Mitigation Study. The technical analysis of the study is incorporated herein by reference.

SECTION 3. ALTERNATIVES ANALYSIS

This section discusses the major transportation system improvements necessary to address identified deficiencies in the 2018 analysis year.

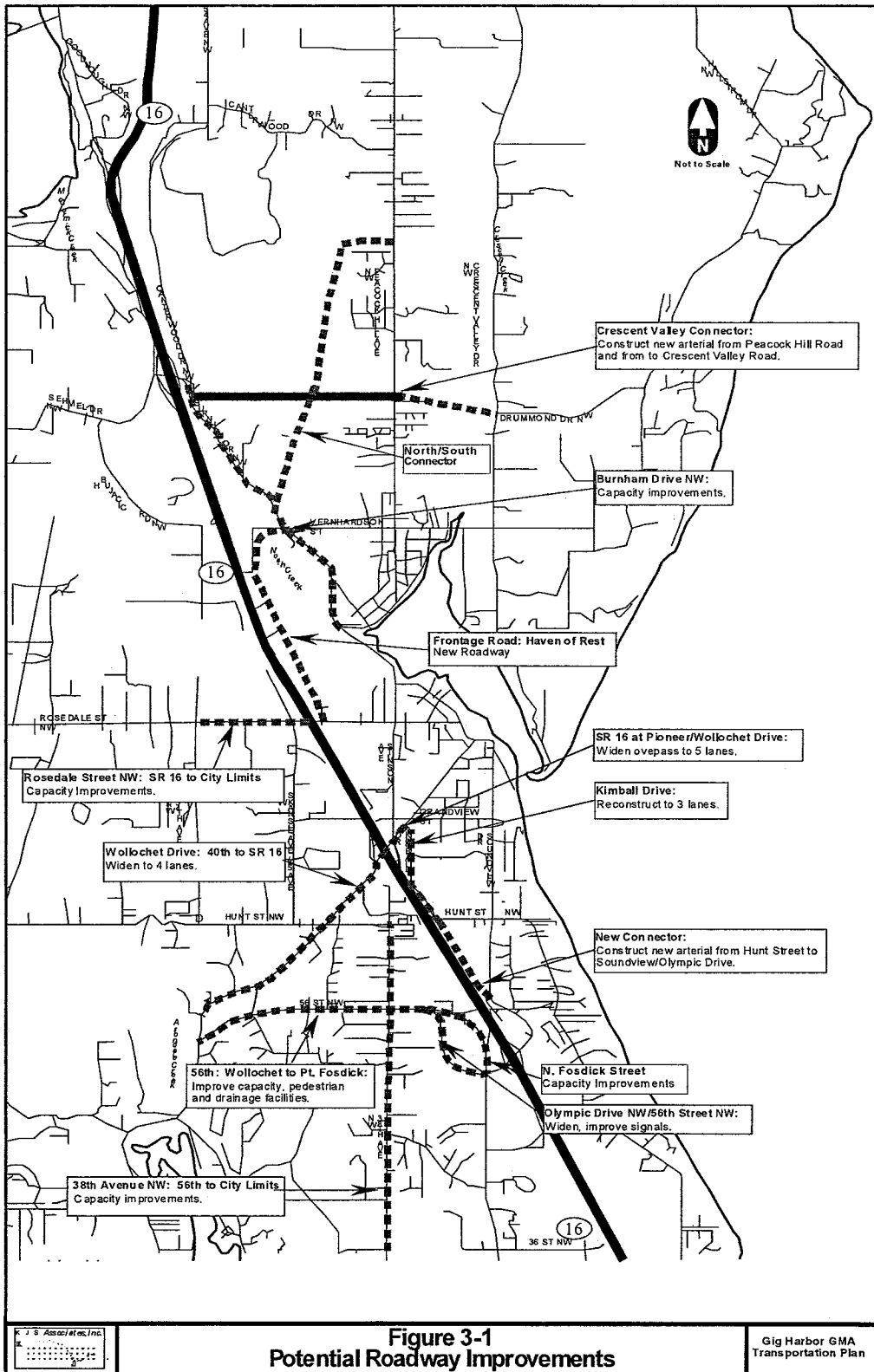
The potential improvements are organized in three categories: 1) roadway improvements, 2) intersection improvements, and 3) other improvements and transportation strategies.

Roadways

Figure 3-1 shows the potential roadway improvements, which include roadway widening, new arterial links, structures, and freeway and ramp improvements. Projects include a new north-south connector from Burnham Drive to Borgen Blvd. for circulation and access in the Gig Harbor north area, and a new east-west. Other improvements call for widening of several arterials, including Olympic Drive NW, Wollochet Drive, and Rosedale Street NW. Several other projects were dependent upon approval and construction of the new Tacoma Narrows Bridge, which is under construction.

North Gig Harbor Roadways 2005

The North Gig Harbor Traffic Mitigation Study 2005 identified a long-range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered if needed in future Transportation Improvement Plans (TIP's), consistent with this element to ensure concurrency is maintained. Funding for the roadway plan has not yet been determined, and therefore development approvals may be delayed until funding is secured pursuant to GMA requirements.



**Figure 3-1
Potential Roadway Improvements**

Gig Harbor GMA
Transportation Plan

Intersections

By 2018, the most significant level of service problems would occur at intersections whose movements are controlled by stop signs rather than traffic signals. Stop signs are efficient under relatively low volume conditions, or where clear preference for through traffic movement is desired.

Most of the high-volume stop sign controlled intersections in Gig Harbor will deteriorate to LOS F for the worst movement by 2018. Typically, installation of traffic signals will resolve such conditions. However, in the downtown strategy area, where capacity improvements such as widening or signalization would severely impact the character of quality of the area, the City shall make every effort to implement and require developers to implement “transportation improvements and strategies” other than traditional roadway or intersection capacity expansion improvements, and to instead consider such methods as increased public transportation service, ride sharing programs, site access control, demand management, and other transportation systems management strategies.

Tables 3-1 and 3-2 summarize the options examined at each signalized and unsignalized intersection, and the recommended improvement is noted for each intersection. Additional discussion is contained in Section 6 under recommendations.

Table 3-1: Evaluation of Improvements at Signalized Intersections

SIGNALIZED INTERSECTIONS	2018 LOS	Discussion	Recommendations
Wollochet Drive/Hunt Street	B	No improvement needed	
Pioneer Way/SR 16 NB ramps	LOS F (high volumes on fwy overxing)	Widening overcrossing per WSDOT plans and constructing east/west road will improve LOS	Implement WSDOT plans for this interchange
Pioneer Way/Grandview Street	B	No improvement needed.	

Table 3-2: Evaluation of Improvements at Unsignalized Intersections

UNSIGNALIZED INTERSECTIONS	2018 LOS	Discussion	Recommendation
Harborview Dr/North Harborview	F*	The pedestrian character of the area, coupled with relatively low speeds in downtown, makes signalization for the purposes of improving vehicle flow of this intersection not advisable.	Improve pedestrian crossings, ensure adequate sight distances and maintain stop-sign control unless pedestrian safety and mobility can be enhanced with signalization.
Harborview Drive/Stinson	F*	Same as above.	Save as above.
Rosedale/Skansie (46th)	F	Industrial area traffic along Skansie and growth west of SR 16 will create volumes too high for stop-sign control to handle.	Monitor and install traffic signal when warranted.
Harborview Drive/Pioneer Way	F*	The pedestrian character of the area, coupled with relatively low speeds in downtown, makes signalization for the purposes of improving vehicle flow of this intersection not advisable.	Improve pedestrian crossings, ensure adequate sight distances and maintain stop-sign control unless pedestrian safety and mobility can be enhanced with signalization..
SR 16 SB ramps/Wollochet	F	These ramps would be signalized with WSDOT planned improvement.	Implement intersection improvement per WSDOT plans.
Soundview/Hunt Street	D	Kimball connector will improve conditions at this intersection	Monitor and install stop sign all way control when warranted
SR 16 SB ramps/Single lane roundabout	F	Current and future high traffic volumes will require capacity improvements at the existing WSDOT roundabout.	Monitor and coordinate with WSDOT on future improvements.
Stinson/ Grandview	C	No deficiency	none
Stinson/ Rosedale	F	East/west road will reduce volumes sufficiently to level accommodated by stop-sign control	Maintain stop-sign control at this location.
Peacock Hill/North Harborview	E	East/west road will reduce volumes sufficiently to level accommodated by stop-sign control	Maintain stop-sign control at this intersection.
Hunt/Skansie	F	High volumes and increased left turns from Skansie require signal control and turn lanes	Monitor and signalize when required.

* Located within the downtown strategy area. Intersection impacts will be investigated on a case by case basis with implementation of various transportation strategies.

North Gig Harbor Intersections 2005

The North Gig Harbor Traffic Mitigation Study 2005 identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in

the NHG Study area, including three proposed Comprehensive Plan Amendments. The existing six-legged intersection at Burnham Drive/Borgen Blvd./Canterwood and the SR 16 on and off-ramps can not support the development allowed under current zoning. The study identified a single point urban interchange as a possible solution to the capacity issue. The interchange is not currently on WSDOT's plan for the SR 16 corridor. The City must determine to what extent it can rely on this project when making concurrency determinations. Concurrency approvals may be limited until a specific SR 16/Burnham Drive interchange capacity improvement project is included in the Regional STIP and WSDOT's system plan.

Other Improvements and Strategies

Over the next two decades, the City of Gig Harbor will experience a 40 percent increase in population and a 70 percent in employment within the City and its surrounding Urban Growth Area (UGA). This growth will also result in an increase in traffic volumes to, from, through and within the city. Transportation strategies must be implemented to accommodate this growth, including:

- Transportation Demand Management strategies such as: Commute Trip Reduction, High Occupancy Vehicles (HOV such as van pools, car pools, etc.), telecommuting and flexible work hours.
- Transportation System Management strategies such as integrated policies and planning, Intelligent Vehicle Highway Systems (IVHS), signal coordination, etc.
- Modal shift from private vehicles to transit and carpooling.
- Enhancements of non-motorized travel to encourage alternate modes of transportation such as walking, cycling and elimination of trips altogether through compute trip reduction.
- Upgrading of existing motorized facilities.
- Construction of new motorized facilities.

The above strategies will require close coordination of efforts with the Washington State Department of Transportation, Pierce Transit, Pierce County and Kitsap County. The development of TSM and TDM policies and procedures should be consistent with other surrounding jurisdictions programs and will require public involvement.

Transportation Demand Management goals should be integrated with the development review process and should be a part of any traffic impact assessment and mitigation program.

The City Council, Planning Commission and the residents of Gig Harbor value a balance between motorized and non-motorized alternatives to help solve transportation issues in Gig Harbor.

Specific Projects for Transportation Demand Management include:

- Comply with state commute trip reduction program for major employers.
- Develop a comprehensive transit information program with Pierce Transit.
- Work with Pierce Transit to develop a vanpooling and ridematch service.
- Work with the WSDOT to implement the High Occupancy Vehicle lanes on SR 16 and on and off ramps where applicable.
- Work with the WSDOT to integrate the SR 16 queue by-pass on ramps with City streets.
- Develop a comprehensive parking management strategy to integrate parking availability and pricing with any transportation demand management strategy.
- Work with WSDOT and local transit agencies to provide a Park and Ride lot in the vicinity of the SR 16 Burnham Drive interchange.

Specific projects for Transportation Systems Management would include:

- Work with the WSDOT to coordinate the SR 16 HOV project, local-state signal coordination, driver information and Intelligent Vehicle Highway Systems with the local street network.
- Develop a signal re-timing and coordination project to reduce delay and congestion at the City's signalized intersections.

The recommendations for transportation improvements for the City of Gig Harbor address these concerns. The motorized improvements focus on intersections and roadways, while the recommendations for non-motorized travel consist primarily of ways to expand the bicycle facilities, complete the sidewalk network and evaluate other options. Recommendations for transit are mainly directed to Pierce Transit, which serves the City of Gig Harbor.

SECTION 4. RECOMMENDED TRANSPORTATION PLAN

The Growth Management Act requires an assessment of how well a recommended transportation plan meets the requirements of the Act and how well the level of service goals are met. The recommended improvements are summarized in **Table 4-1**.

Table 4-1 Recommended Transportation Plan

<i>Roadway Facility</i>	<i>Limits</i>	<i>Description</i>	<i>Lead Agency</i>	<i>Trigger Year</i>
56th Street–Point Fosdick Drive	Olympic – Olympic	Reconstruct to 3 lanes	Gig Harbor	2009
Skansie Avenue pedestrian improvements	Alternative High School - Rosedale	Minor widening, sidewalk; drainage	Gig Harbor	2004
Grandview Street Ph 2	Stinson – Pioneer	Reconstruct to 2 lanes; bike; pedestrian	Gig Harbor	2007
Grandview Street Ph 3	McDonald - Soundview	Reconstruct; bike; pedestrian	Gig Harbor	2008
45 th Avenue	Point Fosdick – 30 th	Sidewalk on one side	Gig Harbor	2006
38th Avenue Ph 1	56th St – city limits	Reconstruct to 2/3 lanes; bike; pedestrian	Gig Harbor	2010
Olympic Drive–56th Street	38th – Point Fosdick	Widen to 5 lanes; bike lanes; pedestrian, drainage	Gig Harbor	2007
Prentice Street	Burnham – Fennimore	Pedestrian, drainage	Gig Harbor	2008
Briarwood Lane	38th Ave – Pt Fosdick	Pedestrian, drainage	Gig Harbor	2006
Burnham Drive Ph 1	Franklin – Harborview	Reconstruct/widen; pedestrian; drainage	Gig Harbor	2007
38th Avenue Ph 2	56 th - Hunt	Reconstruct to 2/3 lanes; bike; pedestrian	Gig Harbor	2008
Vernhardsen Street	Peacock Hill – city limit	Pavement restoration; pedestrian; drainage	Gig Harbor	2007
Rosedale Street Ph 2	SR 16 – city limit	Widen to 2 thru lanes; bike	Gig Harbor	2006
Franklin Avenue Ph 2	Burnham–Peacock Hill	Pedestrian, drainage	Gig Harbor	2008
Point Fosdick pedestrian improvements	Harbor County – 36 th	Sidewalk on east side	Gig Harbor	2010
Harborview Drive	N Harborview - Burnham	Reconstruct roadway; bike; pedestrian	Gig Harbor	2009
Rosedale Street Ph 3	SR 16 – Shirley	Widen to 2 thru lanes; bike; pedestrian; drainage	Gig Harbor	2009
North-South Connector (Swede Hill Road)	Borgen – Burnham	Corridor preservation	Gig Harbor	2007
Burnham Drive Ph 2	Franklin – North/South Connector	Widen roadway; pedestrian; drainage	Gig Harbor	2010
50 th Court	Olympic – 38 th	Construct 2 lane roadway; pedestrian	Gig Harbor	2008
Crescent Valley Connector	Peacock – Crescent Valley	New roadway	Pierce County	2008
38 th Avenue /Hunt Street Ph 1	Skansie – 56 th	Design 2/3 lane section w/ median; bike	Gig Harbor	2008
Burnham Drive Ph 3	North/South Connector - Borgen		Gig Harbor	2010
Hunt St Ped Xing of SR 16	38 th – Kimball	Construct Ped undercrossing	Gig Harbor	2006
Wollochet Drive	Hunt St – SR 16	Widen roadway; pedestrian	Pierce County	2011
<i>Intersection</i>	<i>Limits</i>	<i>Description</i>	<i>Lead Agency</i>	<i>Trigger Year</i>
36th/Point Fosdick	intersection	Improve intersection	Gig Harbor	2004
Hunt/Skansie	intersection	Install signal	Gig Harbor	2010
<i>Other Improvements</i>				
Downtown parking lot	Central business district	Off-street parking	Gig Harbor	2010

Figure 4-1 shows the estimated 2018 daily traffic volumes on selected links with the improvements listed in the recommend transportation plan.

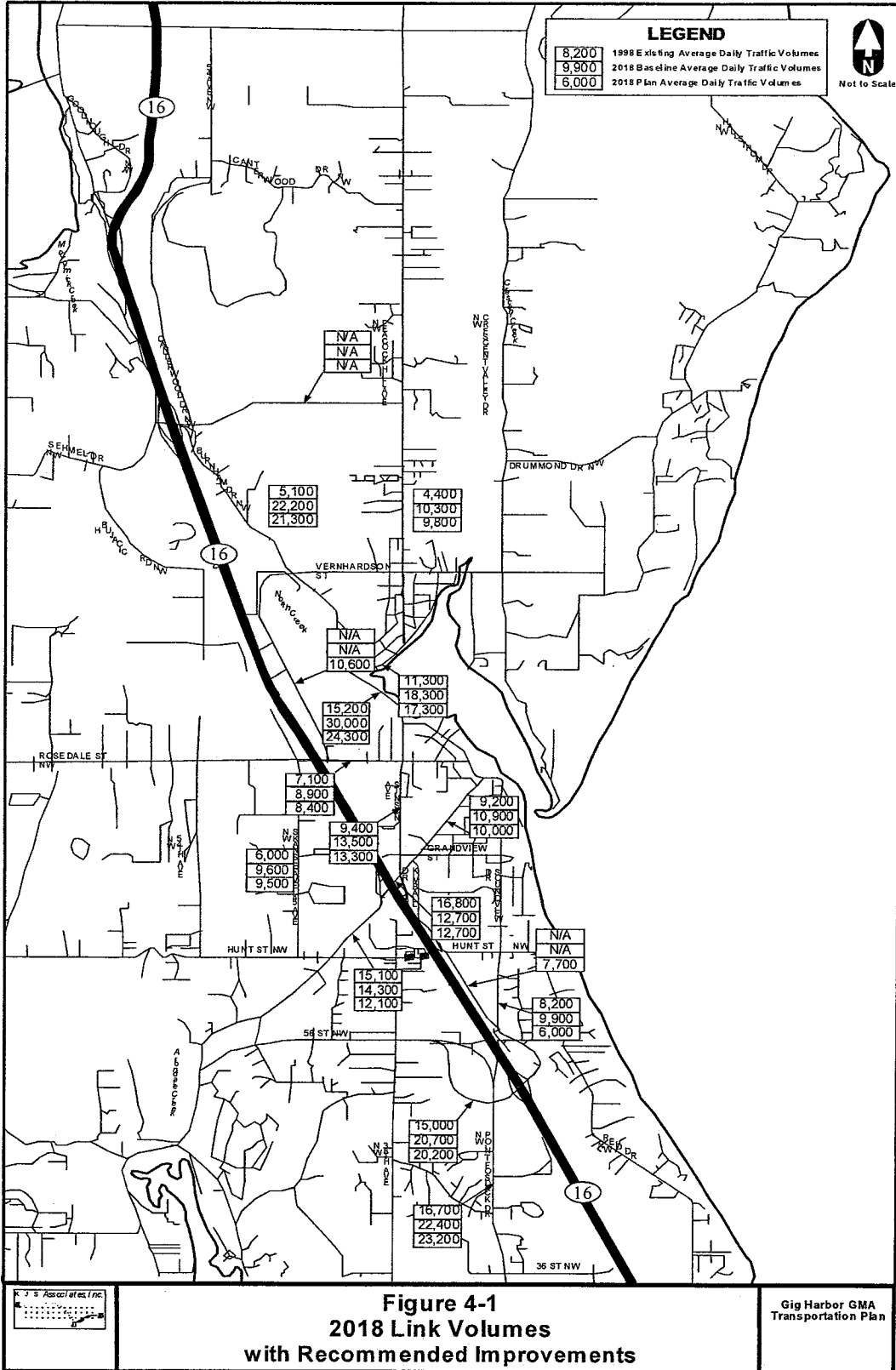
Roadway Improvements

Due to the proposed Tacoma Narrows bridge project which is currently under construction, many transportation improvements may be required to either be modified or constructed. The City has included many of these projected improvements in an effort to identify costs and other constraints related to these major projects. All of the identified improvements have a major impact to the City and the underlying transportation infrastructure.

- 1) At the time of the traffic modeling was conducted, the City excluded those major projects related to the bridge and only included the projects directly related to the City's existing and projected growth and infrastructure needs.

North Gig Harbor Roadway Improvements 2005

The North Gig Harbor Traffic Study identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered as needed in future Transportation Improvement Plans (TIP's), consistent with this element to ensure concurrency is maintained. The projects are not currently funded, but are demonstrated to provide a consistent transportation plan for the land use in the NGH area these projects may be considered, if funding or a strategy for funding those projects is in place per GMA requirements.



Intersection Improvements

The 2018 levels of service at key intersections with the improvements in the Recommended Plan are shown in **Table 4-2**.

Table 4-2: 2018 Plan Intersection Levels of Service

INTERSECTION	No Improvements	With Recommended Improvements
36th St/Point Fosdick Dr ⁽¹⁾	F	C
Crescent Valley Dr/Drummond Dr	F	C
Harborview Dr/North Harborview Dr ⁽²⁾	F*	F*
Harborview Dr/Pioneer Wy ⁽²⁾	F*	F*
Harborview Dr/Stinson Ave ⁽²⁾	F*	F*
Hunt/Skansie	F	C
North Harborview Dr/Peacock Hill Ave	F	B
Olympic Dr/Hollycroft	C	C
Olympic Dr/SR 16 NB ramps	C	C
Olympic Dr/SR 16 SB ramps	C	C
Pioneer Wy/Grandview St	B	B
Pioneer Wy/SR 16 NB ramps	D	C
Point Fosdick Rd/Olympic Dr	D	D
Rosedale St/Skansie Ave ⁽¹⁾	C	C
Rosedale St/Stinson Ave	F	D
Soundview Dr/Hunt St	F	C
SR 16 SB ramps/Burnham Drive ⁽¹⁾	F	#E
SR 16 SB ramps/Wollochet Dr ⁽¹⁾	F	A
Wollochet Dr/Hunt St	F	D

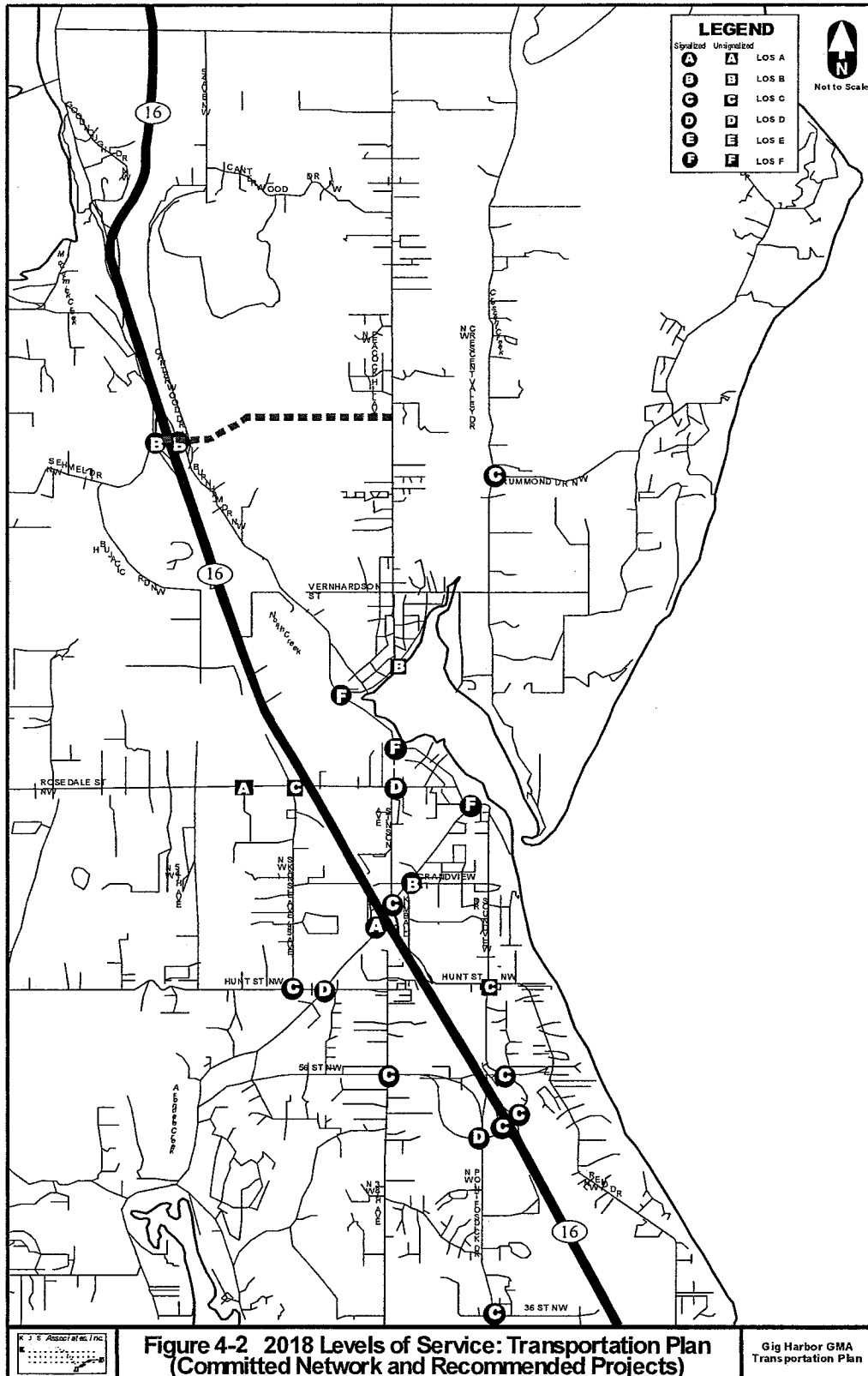
* recognized as acceptable in the downtown strategy area.

⁽¹⁾ Improvement includes signalization.

⁽²⁾ Downtown strategy Area – signalization not recommended.

with SPU!

Figure 4-2 shows the 2018 Plan intersection levels of service. The levels of service are based on traffic volumes generated by growth in the area and implementation of the improvements listed in the Recommended Plan. The capacity analysis shows that most of the City's intersections will be able to meet the LOS D goal. The goal has been met, for the most part, by upgrading unsignalized intersections to signalized operation – or by making other improvements to increase capacity.



Other Improvements and Strategies

Transit

Gig Harbor participates with the local transit agency, Pierce Transit in a variety of projects. This cooperation has been in the planning and capital improvement projects. Pierce Transit has a System Plan to the year 2020. Long term improvement plans for the Peninsula area include:

- Construct the North Gig Harbor Transit Center near the SR 16 Burnham Drive interchange and add bus routes to serve it.
- Establish more direct regional transit services to major destinations in the Tacoma, Bremerton, Olympia and Seattle areas.
- Increased paratransit services.
- Increase ridesharing (carpool and vanpool) programs.
- Construct capital projects listed in the 6-year Capital Improvement Plan.

Marine Transportation

The waterfront and harbor of Gig Harbor are a primary focus area for many of the City's activities including commercial, retail, industrial, tourism and recreation activities. These activities create generate traffic and parking demand which is concentrated around Harborview and North Harborview arterials.

There is demand for marine improvements in Gig Harbor. Access for public or private marine services should be provided at a central dock location near the downtown area. Continued upgrading and enhancement of the Jerisich Park dock area should be emphasized. The increased use of marine services would also place demands on downtown parking.

Possibilities of provision of recreational passenger ferry services should be coordinated with private providers. Some discussions have taken place regarding private ferry services to Gig Harbor, and the City should continue to pursue these opportunities. Due to the high costs and parking impacts associated with commuter ferry services, it is not recommended that the city pursue passenger-only ferry services with Washington State Ferries.

Coordinating Transportation and Land Use Planning To Support Transit and Pedestrian Oriented Land Use Patterns

To ensure that this plan is consistent with evolving land use patterns, and to guide land use and new development with respect to transportation that promotes transportation-related goals, the City will work towards:

- Reducing vehicle trips and vehicle miles traveled during peak periods to minimize the demand for constructing costly road improvements;
- Providing effective public transportation services to help reduce car dependence in the region and serve the needs of people who rely on public transportation;
- Encouraging bicycle and pedestrian travel by providing inviting, safe, convenient and connected routes, education and incentive programs, and support services such as bike racks, showers and lockers;
- Maintaining and improving a network of highways, streets and roads that moves people, goods and services safely and efficiently, minimizes social and environmental impacts, and supports various modes of travel.
- Providing adequate connections and access among all transportation modes.

Non Motorized Travel

The residential character of Gig Harbor makes non-motorized travel an important aspect of the Transportation Element. A complete pedestrian and bicycle network would link neighborhoods with schools, parks, and retail activity, allowing residents and visitors to walk or bicycle to these areas rather than drive.

Outside of the downtown retail core, sidewalks have been constructed sporadically, resulting in a discontinuous system of walkways for pedestrians. There are even fewer facilities for bicyclists within Gig Harbor; bicyclists must share the traveled lane with motorists. While there are no facilities for equestrians within Gig Harbor, there is generally little demand for equestrian travel.

Recommended improvements for non motorized uses are shown in **Figure 4-3**. The plan outlines pedestrian, bicycle path, and marine service improvements.

Downtown Strategy Area

Much of Gig Harbor’s commercial, tourist and recreational facilities are located along the waterfront, creating congestion in the downtown area and generating demand for pedestrian amenities and additional parking. Traditional roadway or intersection capacity improvements here would destroy the unique character of the downtown.

Within the downtown strategy area, defined as Harborview Drive and North Harborview Drive between Soundview Drive and Peacock Hill Avenue, the City has reclassified the LOS on the intersections identified below to the LOS Classification shown below. The City is required by RCW 36.70A.070(6)(b) “to prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of the development are made concurrent with the development.” It is the City’s intent to ensure

that the types of “transportation improvements and/or strategies” allowed within this area be oriented towards improved pedestrian safety and convenience. Furthermore, in order to preserve the pedestrian character of the area, the City shall make every effort to implement and require developers to implement “transportation improvement strategies” other than traditional roadway or intersection capacity expansion improvements, and to instead consider such methods as increased public transportation service, ride sharing programs, site access control, demand management and other transportation systems management strategies.

The specific intersections and current LOS that will be considered under the above are

- Harborview Drive/North Harborview Drive LOS F
- Harborview Drive/Pioneer Way LOS F
- Harborview Drive/Stinson Avenue LOS F
- Harborview Drive/Rosedale LOS D
- North Harborview Drive/Peacock Hill LOS C
- Harborview/Soundview LOS B

The above intersections may be allowed to operate a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

North Gig Harbor LOS

The North Gig Harbor Traffic Study identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered as needed in future Transportation Improvement Plans (TIP’s), consistent with this element to ensure concurrency is maintained. The buildout potential of the NGH Study area is such that the maintaining LOS D for the intersection of Borgen/Canterwood/Burnhan Drive/SR 16 is not feasible due to environmental and fiscal constraints. An LOS E standard is proposed for the intersection to provide a reasonable balance between land use, LOS, environmental impacts and financial feasibility.

SECTION 5. HOUSE BILL 1487 COMPLIANCE

The 1998 legislation House Bill 1487 known as the “Level of Service” Bill, amended the Growth Management Act; Priority Programming for Highways; Statewide Transportation Planning, and Regional Planning Organizations. The combined amendments to these RCWs were provided to enhance the identification of, and coordinated planning for, “transportation facilities and services of statewide significance (TFSSS)” HB 1487 recognizes the importance of these transportation facilities from a state planning and programming perspective. It requires that local jurisdictions reflect these facilities and services within their comprehensive plan.

To assist in local compliance with HB 1487, the Washington State Department of Transportation (WSDOT), Transportation Planning Office and the Washington State Department of Community Trade and Development, Growth Management Program, (now Office of Community Development [OCD]) promulgated implementation guidelines in the form of a publication entitled “Coordinating Transportation and Growth Management Planning”.

Together with these entities, the City of Gig Harbor has worked to compile the best available information to include in the comprehensive plan amendment process.

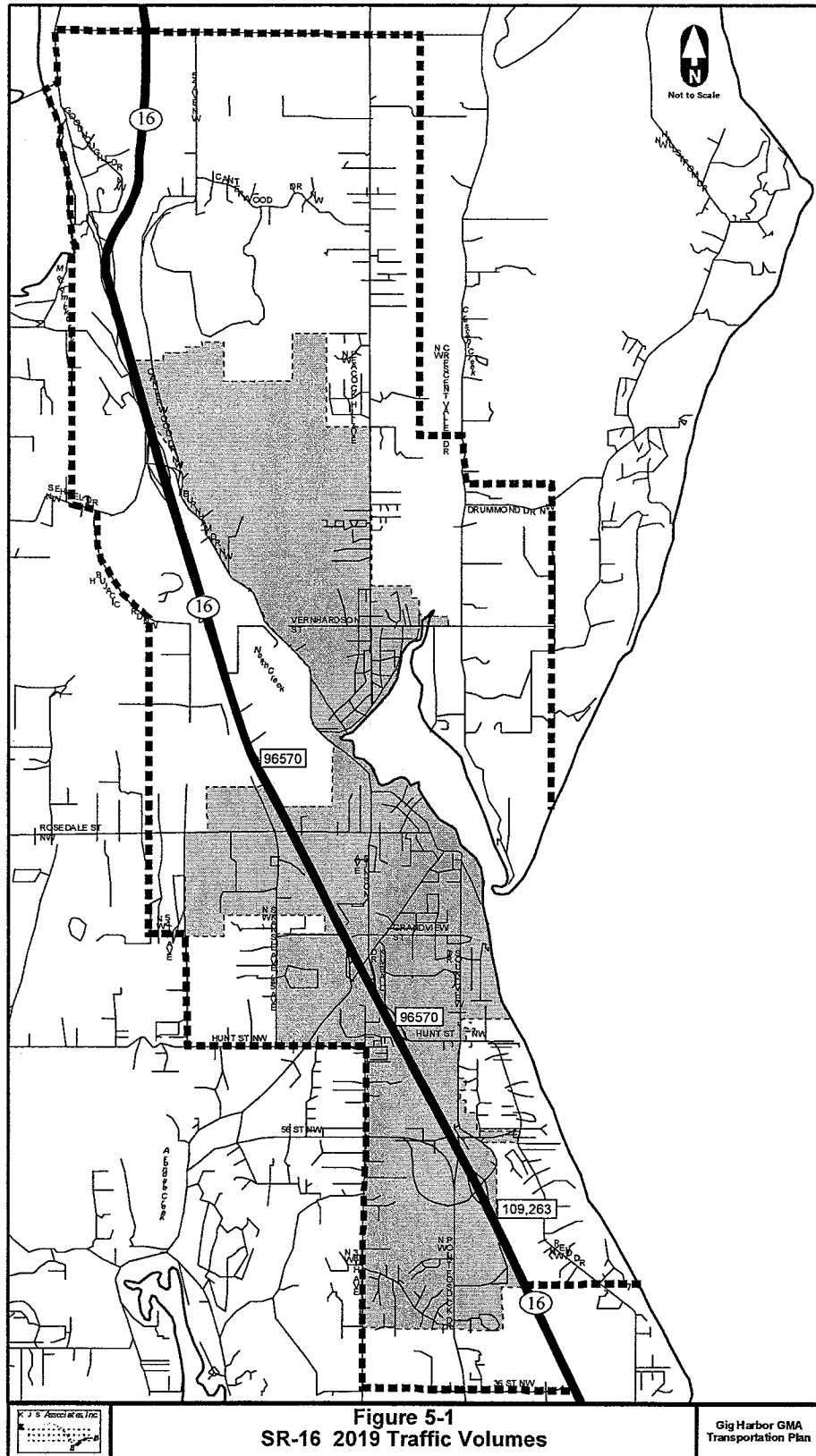
- Inventory of state-owned transportation facilities within Gig Harbor: SR 16 provides the major regional connection between Tacoma, Bremerton and the Olympic Peninsula. It connects to Interstate 5 in Tacoma and to SR 302 in Purdy. SR 302 is the only other state-owned transportation facility within the planning area, connecting SR 16 with SR 3 to Shelton.
- Estimates of traffic impacts to state facilities resulting from local land use assumptions: **Figure 5-1** provides 20-year traffic volumes for SR-16, which is the only state facility within Gig Harbor. The volumes were generated by Pierce County model, which includes land use assumptions for 2018 for Gig Harbor.
- Transportation facilities and services of statewide significance (TFSSS) within Gig Harbor: SR 16 is included on the proposed list of TFSSS.
- Highways of statewide significance within Gig Harbor: The Transportation Commission List of Highways of Statewide Significance lists SR 16 as an HSS within the City of Gig Harbor and its growth area.
- The North Gig Harbor Traffic Mitigation Study 2005 identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The Study found that SR 16/Burnham Interchange would fail at build out conditions. Additional access to SR 16 at 144th Ave was identified as a possible mitigation measure, and in traffic modeling provided benefits to operations at the Burnham Drive/BorgenBlvd interchange.

The City of Gig Harbor asserts that proposed improvements to state-owned facilities will be consistent with the Regional Transportation Plan (RTP) and the State Highway System Plan within Washington's Transportation Plan (WTP).

The City of Gig Harbor acknowledges that the concurrency requirement does not apply to transportation facilities and services of statewide significance in Pierce County.

WSDOT has several improvements planned in conjunction with the new Tacoma Narrows Bridge project, including a new interchange at 24th Street and 36th Street and SR16/Wollochet Drive ramp improvements. The increased capacity and access caused by the bridge construction will affect the Gig Harbor area transportation improvement needs and long-term growth and development in the area. Several major transportation improvements will be required within the City of Gig Harbor and neighboring Pierce County. These include:

- Hunt Street Pedestrian Overcrossing
- Crescent Valley Connector
- Hunt/Kimball Connector
- North-South Connector
- Expanded interchange at SR 16 Burnham Drive
- Added Access to SR 16 at 144th Avenue or similar location



SECTION 6. FINANCIAL ANALYSIS AND CONCURRENCY

The State of Washington's Growth Management Act (GMA) requires that a jurisdiction's transportation plan contain a funding analysis of the transportation projects it recommends. The analysis should cover funding needs, funding resources, and it should include a multi-year financing plan. The purpose of this requirement is to insure that each jurisdiction's transportation plan is affordable and achievable. If a funding analysis reveals that a plan is not affordable or achievable, the plan must discuss how additional funds will be raised, or how land use assumptions will be reassessed.

Federal Revenue Sources

The 1991 federal Intermodal Surface Transportation Efficiency Act (ISTEA) reshaped transportation funding by integrating what had been a hodgepodge of mode- and category-specific programs into a more flexible system of multi-modal transportation financing. For highways, ISTEA combined the former four-part Federal Aid highway system (Interstate, Primary, Secondary, and Urban) into a two-part system consisting of the National Highway System (NHS) and the Interstate System. The National Highway System includes all roadways not functionally classified as local or rural minor collector. The Interstate System, while a component of the NHS, receives funding separate from the NHS funds.

In 1998, the Transportation Efficiently Act for the 21st Century (TEA-21) continued this integrated approach, although specific grants for operating subsidies for transit systems were reduced.

National Highway System funds are the most likely source of federal funding support available for projects in Gig Harbor. **Table 6-1**, taken from the Highway Users Federation of the Automotive Safety Foundation pamphlet *The Intermodal Surface Transportation Efficiency Act of 1991*, describes the types of projects that qualify for funding under NHS (the categories and definitions were virtually unchanged in TEA-21).

To receive TEA21 funds, cities must submit competing projects to their designated Regional Transportation Planning Organization (RTPO) or to the state DOT. Projects which best meet the specified criteria are most likely to receive funds. Projects which fund improvements for two or more transportation modes receive the highest priority for funding. (e.g., arterial improvements which includes transit facilities and reduces transit running times, and constructs pedestrian and bicycle facilities where none existed before).

Table 6-1. Projects Eligible for National Highway System Funding

-
- Construction, reconstruction, resurfacing, restoration and rehabilitation and operational improvements to NHS segments
 - Construction and operation improvements to non-NHS highway and transit projects in the same corridor if the improvement will improve service to the NHS, and if non-NHS improvements are more cost-effective than improving the NHS segment.
 - Safety improvements
 - Transportation planning
 - Highway research and planning
 - Highway-related technology transfer
 - Start-up funding for traffic management and control (up to two years)
 - Fringe and corridor parking facilities
 - Carpool and vanpool projects
 - Bicycle transportation and pedestrian walkways
 - Development and establishment of management systems
 - Wetland mitigation efforts
-

Historical Transportation Revenue Sources

The City of Gig Harbor historically has used three sources of funds for street improvements:

- Income from Taxes
 - Motor Vehicle Excise Tax (MVET)
 - Motor Vehicle Fuel Tax (MVFT)
- Income from Intergovernmental Sources:
 - HUD Block Grants
 - Federal Aid (FAUS, FAS, ISTEA, etc.)
 - Urban Arterial Board
 - TIB and STP Grants
- Miscellaneous Income:
 - Interest Earnings
 - Miscellaneous Income
 - Developer Contributions
 - Impact Fees (begun in 1996)

In the past, motor vehicle excise tax (MVET) and motor vehicle fuel tax (MVFT) allocations from the state have been the major sources of continuing funding for transportation capital improvements. Initiative 695, passed by the voters in 1999, removed MVET as a significant funding source, so the MVFT (“gas tax”) funding appear

to be the only reliable source of transportation funds for the future. MVET and MVFT also provided funds for state and federal grants which are awarded competitively on a project-by-project basis and from developer contributions which are also usually targeted towards the developer's share of specific road improvements.

Revenue Forecast

The projected revenues for Gig Harbor's recommended transportation capital improvements are shown in **Table 6-2**. According to these forecasts, approximately 32% of funding for transportation capital improvements for the next 20 years will come from LIDs, general funds and economic grants. Project-specific SEPA mitigation fees and City traffic impact fees will provide 32% of road capital funds. Additionally, approximately 36% will come from project-specific state and federal funding grants and taxes.

Table 6-2. Gig Harbor Transportation Revenue Forecast, 2000 to 2018

Funding Source	Six-year 2001-2006	Percent	Twenty-year 2000-2018	Percent
MVFT ("gas tax")	\$400,000	8.7%	\$2,000,000	15.7%
State and federal grants	\$500,000*	10.80%	\$2,600,000*	20.5%
SEPA mitigation and Developer Contribution	\$2,000,000	43.5%	\$3,400,000	26.8%
City Traffic Impact Fees	\$100,000	2.2%	\$700,000	5.5%
Other funds (LIDs, general funds, economic grants, etc)	\$1,600,000	34.8%	\$4,000,000	31.5%
Totals	\$4,600,000	100.0%	\$12,700,000	100.00%

*Includes projected grants for projects whose completion would likely extend beyond 2006.

Capital Costs for Recommended Improvements

As discussed in Section 4, there are several capacity-related improvements within the Gig Harbor UGA needed to achieve adequate levels of service by 2018.

The capacity-related improvements listed in **Table 6-3** will be necessary to meet GMA level of service standards in 2018. Most of these projects have already been included in the City's current *Six-Year Transportation Improvement Program*, along with project-specific identified funding sources.

Table 6-3. Capacity-related improvement costs, 2004 to 2010

<i>Facility</i>	<i>Description</i>	<i>Estimated Cost</i>	<i>Predictable (non-grant) Funding</i>
56th Street–Point Fosdick Drive	Reconstruct to 3 lanes	\$2,650,000	\$775,000
Skansie Avenue pedestrian improvements	Minor widening, sidewalk; drainage	\$ 150,000	\$30,000
Grandview Street Ph 2	Reconstruct to 2 lanes; bike; pedestrian	\$250,000	\$250,000
Grandview Street Ph 3	Reconstruct; bike; pedestrian	\$ 510,000	\$510,000
45 th Avenue	Sidewalk on one side	\$ 70,000	\$70,000
38th Avenue Ph 1	Reconstruct to 2/3 lanes; bike; pedestrian	\$6,588,000	\$1,788,000
Olympic Drive–56th Street	Widen to 5 lanes; bike lanes; pedestrian, drainage	\$4,000,000	\$1,000,000
Prentice Street	Pedestrian, drainage	\$ 520,000	\$520,000
Briarwood Lane	Pedestrian, drainage	\$ 450,000	\$400,000
Burnham Drive Ph 1	Reconstruct/widen; pedestrian; drainage	\$ 415,000	\$135,000
38th Avenue Ph 2	Reconstruct to 2/3 lanes; bike; pedestrian	\$4,400,000	\$1,400,000
Vernhardsen Street	Pavement restoration; pedestrian; drainage	\$ 223,000	\$198,000
Rosedale Street Ph 2	Widen to 2 thru lanes; bike	\$ 593,000	\$88,000
Franklin Avenue Ph 2	Pedestrian, drainage	\$ 500,000	\$500,000
Point Fosdick pedestrian improvements	Sidewalk on east side	\$ 265,000	\$265,000
Harborview Drive	Reconstruct roadway; bike; pedestrian	\$ 560,000	\$560,000
Rosedale Street Ph 3	Widen to 2 thru lanes; bike; pedestrian; drainage	\$ 445,000	\$60,000
North-South Connector (Swede Hill Road)	Corridor preservation	Developer	\$0
Burnham Drive Ph 2	Widen roadway; pedestrian; drainage	\$2,775,000	\$775,000
50 th Court	Construct 2 lane roadway; pedestrian	\$ 1,000,000	\$420,000
Crescent Valley Connector	New roadway	\$4,300,000	\$290,000
38 th Avenue /Hunt Street Ph 1	Design 2/3 lane section w/ median; bike	\$ 208,000	\$62,000
Burnham Drive Ph 3		\$4,400,000	\$1,400,000
Hunt St Xing of SR 16 Kimball Dr Ext	Construct 2 lane SR 16 undercrossing	\$12,475,000	\$398,000
Wollochet Drive	Widen roadway; pedestrian	\$5,000,000	\$0
36th/Point Fosdick	Improve intersection	\$ 980,000	\$650,000
Hunt/Skansie	Install signal	\$1,000,000	\$300,000
Total Costs		\$ 54,727,000	\$12,844,000

Summary of Costs and Revenues

Based on the revenues and costs listed above, the proposed capacity-related transportation element improvements are affordable within the City's expected revenues for transportation capital costs. **Table 6-4** summarizes costs and revenues for the six and twenty year periods analyzed in the transportation element.

As shown in **Table 6-4**, the City expects to obtain a proportion of anticipated revenues from grants or other discretionary sources. The revenue estimate indicates the City will

be able to pay for its share of the recommended improvements, however, none of the assumptions about existing sources are guaranteed. The proposed projects include several that could receive matching funds from state and federal grant programs, for which there is considerable competition and limited grant funding. Should the necessary grant funds not be available, the City has several other strategies it can employ to balance revenues and public facility needs. These strategies, listed below, range from the development of other funding sources to the revision of City land use and growth policies:

- Obtain funds from other sources (e.g., loans)
- Revise land use policy
- Pursue cost-sharing opportunities with other agencies (e.g., WSDOT or Pierce County) and/or the private sector

The proposed improvements over the next 20 years total \$53,442,000. Proposed improvements and expected revenues are therefore balanced as shown in the **Table 6-4** below. The projects that have been excluded from the revenue obligation requirements are the Hunt Street overcrossing, the Crescent Valley connector, the Hunt/Kimball connector and the North-South Connector.

Table 6-4. Summary of capacity-related project capital costs and revenues

Category	Six-year 2004-2010	Percent of Revenues	Twenty-year 2000-2018	Percent of Revenues
<u>Projected Revenues</u>	<u>\$54,727,000</u>	<u>100.0%</u>	<u>\$54,727,000</u>	<u>100%</u>
predictable sources	\$12,844,000	23%	\$12,844,000	23%
grant sources	\$41,883,000	77%	\$41,883,000	77%
Projected Expenditures	\$54,727,000	100%	\$54,727,000	100%
Net	\$-0-	0%	\$-0-	0%

North Gig Harbor Capital Cost and Revenue Summary 2005

The North Gig Harbor Traffic Study identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered as needed in future Transportation Improvement Plans (TIP's), consistent with this element to ensure concurrency is maintained. The projects identified in the study include City, County, State, and Developer responsibility. The revenue required for the projects was identified. The projects are not yet funded. The projects may be added to the TIP as revenue sources such as impact fees, agency contributions, and or grants are obtained. A new revenue source was created in 2006 by passage of HB 2670, allowing the creation of Benefit Districts for infrastructure improvements, this revenue source could generate as much as \$2,000,000 per year towards infrastructure improvements.

SECTION 7. GOALS AND POLICIES

The transportation goals contained in this element are:

- Create an Effective Road and Sidewalk Network.
- Create an appropriate balance between transportation modes where each meets a different function to the greatest efficiency.
- Design and Construction Standards
- Level of Service Standards
- Air Quality

GOAL 11.1: CREATE AN EFFECTIVE ROAD AND SIDEWALK NETWORK.

The City of Gig Harbor shall plan for an effective road network system.

Policy 11.1.1 Complete development of the arterial road grid serving the planning area.

Policy 11.1.2 Develop a trans-highway connector across SR-16 at Hunt Street.

Policy 11.1.3 Establish a Kimball connector which would provide access between Hunt and Soundview Road and reduce traffic volumes on Soundview.

Policy 11.1.4 Establish a functional classification system which defines each road's principal purpose and protects the road's viability.

Policy 11.1.5 Develop an arterial and collector system which collects and distributes area traffic to SR-16.

Policy 11.1.6 Define a collector road system which provides methods for transversing the neighborhoods, districts and other places within the area without overly congesting or depending on the arterial system or any single intersection.

Policy 11.1.7 Establish effective right-of-way, pavement widths, shoulder requirements, curb-gutter-sidewalk standards for major arterials, collectors and local streets.

Policy 11.1.8 Improve collector roads in the planning area particularly Rosedale and Stinson Avenues, to provide adequate capacity for present and future projected traffic loads, pedestrian and bicyclist activities.

Policy 11.1.10 Work with downtown property owners to determine an effective parking plan of business owners.

Policy 11.1.11 Provide planning and design assistance in establishing a local parking improvement district for the downtown area.

GOAL 11.2: MODAL BALANCE

Create an appropriate balance between transportation modes where each meets a different function to the greatest efficiency.

- Policy 11.1.1 Work with Pierce Transit to satisfy local travel needs within the planning area, particularly between residential areas, the downtown and major commercial areas along SR-16.
- Policy 11.2.2 Work with Pierce Transit to locate Pierce Transit Park and Ride lots in areas which are accessible to transit routes and local residential collectors, but which do not unnecessarily congest major collectors or arterial roads or SR-16 interchanges.
- Policy 11.2.3 Establish a multipurpose trails plan which provides designated routes for pedestrians and bicyclists.
- Policy 11.2.4 Designate routes around Gig Harbor Bay, within the Crescent and Donkey Creek corridors, from the Shoreline (north Gig Harbor) business district to Goodman school and into Gig Harbor North, from the downtown business district to Grandview Forest Park and other alignments which provide a unique environmental experience and/or viable options to single occupancy vehicles.
- Policy 11.2.5 The City should adopt and implement a program which increases public awareness to the city's transportation demand management strategies, including non-motorized transportation and increased use of local transit. Adopted strategies include a Transportation Demand Management Ordinance (Gig Harbor Ordinance #669).

GOAL 11.3: DESIGN AND CONSTRUCTION STANDARDS

Establish design construction standards which provide for visually distinct roadways while providing efficient and cost effective engineering design.

- Policy 11.3.1 Adopt and implement street construction standards which implement the goals and policies of the City of Gig Harbor Comprehensive Plan Design Element and the City Design Guidelines.
- Policy 11.3.2 Identify and classify major or significant boulevards & arterials.
- Policy 11.3.3 Provide for an efficient storm drainage system in road design which minimizes road pavement needed to achieve levels of service.
- Policy 11.3.4 Implement design standards which provide, where feasible, for a pleasing aesthetic quality to streetscapes and which provide increased pedestrian safety by separating sidewalks from the street edge.

GOAL 11.4: LEVEL OF SERVICE STANDARDS

Policy 11.4.1 The City of Gig Harbor Level of Service Standard for intersections is LOS D, except for the following intersections identified in the Downtown Strategy Area

- Harborview Drive/North Harborview Drive

- Harborview Drive/Pioneer Way
- Harborview Drive/Stinson Avenue
- Harborview Drive/Rosedale
- North Harborview Drive/Peacock Hill
- Harborview/Soundview

The above intersections may be allowed to operate a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

Policy 11.4.2 If funding for capacity projects falls short, the Land Use Element, LOS, and funding sources will be re-evaluated. Impact fees should be used to the extent possible under GMA to fund capacity project costs.

Policy 11.4.3 Level of service E will be acceptable at the SR 16 westbound ramp terminal roundabout intersection on Burnham Drive, provided that: (a) the acceptable delay at LOS E shall not exceed 80 seconds per vehicle as calculated per customary traffic engineering methods acceptable to the city engineer; and (b) this policy shall cease to have effect if a capital improvement project is added to the Transportation Improvement Program and is found by the City to be foreseeably completed within six years and to add sufficient capacity to the interchange and adjacent intersections so as to achieve a level of service of D or better upon its completion including the impacts of all then-approved developments that will add travel demand to the affected intersections.

Policy 11.4.4 When a proposed development would degrade a roadway or intersection LOS below the adopted threshold on a state highway, the roadway or intersection shall be considered deficient to support the development and traffic impact mitigation shall be required based on the recommendation of the City Engineer and consistent with the Washington State Highway System Plan Appendix G: Development Impacts Assessment.

Policy 11.4.5 The City shall maintain a current traffic model to facilitate the preparation of annual capacity reports and concurrency reviews.

GOAL 11.5: AIR QUALITY

The City should implement programs that help to meet and maintain federal and state clean air requirements, in addition to regional air quality policies.

- Policy 11.5.1 The City's transportation system should conform to the federal and state Clean Air Acts by maintaining conformity with the Metropolitan Transportation Plan of the Puget Sound Regional Council and by following the requirements of WAC 173-420.
- Policy 11.5.2 The City should work with the Puget Sound Regional Council, Washington State Department of Transportation, Pierce Transit and neighboring jurisdictions in the development of transportation control measures and other transportation and air quality programs where warranted.

Placeholder

for

Dev. Agreements

Huber

Hosp

HMT

**City of Gig Harbor Planning Commission
Minutes of Public Hearing
April 20th, 2006
Gig Harbor Civic Center**

PRESENT: Commissioners Jim Pasin, Harris Atkins, Theresa Malich, Joyce Ninen and Chairperson Dick Allen. Commissioners Scott Wagner and Jill Guernsey were absent. Staff present: John Vodopich, Jennifer Sitts and Diane Gagnon.

CALL TO ORDER: 7:05 p.m.

APPROVAL OF MINUTES:

Commissioner Pasin pointed out a typographical error on page 2.

MOTION: Move to approve the minutes of April 6th, 2006.
Malich/Atkins – unanimously approved

NEW BUSINESS

1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 –
Proposed changes to the City of Gig Harbor Comprehensive Plan.

1) Comprehensive Plan Proposal 04-01 (SEPA 04-08) – Land Use Map amendment re-designating approximately 18 acres of PCD-RLD (Residential Low Density) to PCD-RMD (Residential Medium Density)

2) Comprehensive Plan Proposal 05-01 (SEPA 05-01) – Land Use Map amendment re-designating and reconfiguring 14.8 acres of PCD-RMD (Residential Medium Density) to PCD-BP (Business Park) creating a total of 34.1 acres of PCD-BP for purposes of accommodating an 80-bed hospital of approximately 213,000 square feet and 100,000 square feet of medical office building.

3) Comprehensive Plan Proposal 05-03 (SEPA 05-03) – Amendment to the City of Gig Harbor Wastewater Comprehensive Plan to reconfigure the design and location of the required future sewer infrastructure to facilitate a proposed single family development.

Commissioner Allen outlined that this was a public hearing on three comprehensive plan amendments and then turned it over to staff for their presentation.

Community Development Director John Vodopich gave a power point presentation on the three comprehensive plan amendments and the process that they would go through. Mr. Vodopich went over the history of the applications stating that a determination of significance was issued in 2005 which called for the preparation of a Supplemental Environmental Impact Statement so the City retained David Evans and Associates who prepared a draft and the Planning Commission held a public hearing in January of this year. He went on to say that a comment period was held and those comments were included in the FSEIS which was issued on April 5th

of this year and on April 6th the Planning Commission had a work session on the FSEIS. He noted that the City has received an appeal of the FSEIS and stated that the appeal will go before the city's hearing examiner as determined by the current code. He stated that he had received comments from Pierce Transit although there is no comment period and that he had provided those comments to the Planning Commission. Mr. Vodopich stated that he had provided a staff report for each of the applications and gave a brief presentation on them, stating that two were map amendments in the Gig Harbor North area and one was a Wastewater Comprehensive Plan amendment. He then displayed a map of the locations of the proposed amendments along with a map showing existing and proposed developments in the GHN area. Mr. Vodopich went over the necessary Planning Commission actions, noting that they would conduct the public hearing, consider the testimony and then take action individually on each of the three proposals. He also stated that it would be necessary to make a recommendation on the proposed revision to the Transportation Element of the Comprehensive Plan as identified in Appendix B of the April 5th 2006 FSEIS. He continued to explain that after the Planning Commission made their recommendation, there would be the consideration of the appeal, and then the City Council would consider the Planning Commission recommendation and take action. He went on to say that following City Council approval the applicants would submit land use applications and project level SEPA review would begin. He concluded by saying that staff was recommending approval of all three applications as proposed, with the traffic mitigations as proposed in the FSEIS. He went over each of the applications and the concurrent site specific mitigation measures. He pointed out that Victor Saleman from David Evans and Associates; Steve Misuriak, City Engineer and Senior Planner Jennifer Sitts were all in attendance to answer any questions they might have.

Chairman Dick Allen opened the public hearing at 7:25 p.m.

Dale Pinney, GHN Associates, 8129 Lake Ballinger Way, Suite 104, Edmonds WA 98026.

Mr. Pinney stated that his concerns were with applications CPA 04-01 and CPA 05-01. He stated he had been working with the city for ten years building Gig Harbor North, building the roundabout, thought he was covered and then realized he was going to be locked out of the program. He went over the two project applications that he had turned in to the city and stated that his projects are not on the map and are not in the traffic reports. He stated that these two properties have paid \$300,000 to build what they were zoned for eight years ago, have been denied traffic concurrency and don't have an answer why. He stated that he doesn't really object to the projects, the problem is he objects to the project going forward while he gets denied. Mr. Pinney voiced his objection to CPA 04-01 and asked why would the City approve an upzone and grant 122 peak hour trips when they do their mitigation and then deny him in November of last year for a retail and bank building needing only 110 trips. He additionally stated that no one offered that he could be approved if he paid into the roundabout as he would have done that. He reiterated that he is building what he is zoned for and got denied while another project needs an upzone and is getting granted concurrency. Mr. Pinney went on to say that he agreed that the property should be medium density; he just had a problem with them getting concurrency before he gets it for property that is already zoned for what he is doing. He continued by saying that he had a similar concern with the hospital application. He stated that he understood why the city may bend the rules a little for them, but also added that there was a two year discussion on the need for business park zoning in the Gig Harbor North area and it was decided that it didn't

really need more business park. He went on to say that he has an application for an 80,000 sq ft office building and it has been denied concurrency while the city is going to issue the hospital 500 trips. He also stated that he thought that the level of PCD-BP had been maxed out and didn't see an analysis of that anywhere. He concluded by saying that he felt that with approval of these upzones in a corridor that is already non-concurrent, adding more traffic and in the same breath granting them concurrency when he had been denied is wrong and unfair. He asked that if the city is going to accept a poor level of service then please let him do his projects and contribute to it too.

Jim Pasin asked if Mr. Pinney also had residential property behind Target and Mr. Pinney said no they had sold that. He also asked if Mr. Pinney had any concurrency reserved at all and Mr. Pinney answered that he thought that the pre-annexation provided some concurrency but it was sketchy.

Community Development Director John Vodopich pointed out to the Planning Commission that the issues raised by Mr. Pinney were the same issues he had raised in his appeal and the Hearing Examiner will hear those issues.

Joe Kunkel, Hammes Company, 1425 4th Avenue, Seattle.

Mr. Kunkel gave an overview of the hospital project pointing out that they have a single parcel with two zones cutting through it and that there is no outright allowance for a hospital in any zone in the state of Washington. He stated that in general they were very supportive of the comp plan amendment as written; however they would like the city to enter into a development agreement to clarify the mitigation and provide certainty. He distributed a letter outlining his comments. Specifically, he stated they would like to clarify any additional mitigations associated with the conditional use permit. He also stated that they wanted to clarify how the 5 million dollar economic development grant is used.

Jim Pasin asked who would complete the traffic improvements and Mr. Kunkel clarified that it would be the hospital as those were their mitigations and acknowledged that there were risks associated with that.

Mr. Kunkel talked about the additional benefits of a development agreement and the hospital's proposed timeline, emphasizing that time is of the essence. He then addressed Mr. Pinney's remarks and stated that they felt the appeal was without merit and that technically it is increasing the zone but stated that they are not going to impact this site in any greater form than what is allowed today. He added that Mr. Pinney's statement that there is other land that can accommodate their use is incorrect due to the fact that you basically have to have a medical office building connected to the hospital in order to recruit physicians. He concluded by saying that the criticism of the traffic study is unfounded and noted that there had been many traffic studies done in this corridor.

Commissioner Harris Atkins asked why they were proposing to tie the development agreement to the comprehensive plan amendment and Mr. Kunkel answered that they were hoping to at least have the development agreement process started prior to the conditional use permit in order

to avoid surprises. Mr. Vodopich added that there is precedent for this as the city did do something similar with Olympic Property Group.

Discussion followed on the tax increment financing option and how it may be implemented. Commissioner Pasin clarified that they were proposing to not have to pay impact fees since they were paying for the mitigation and that their contribution in the short term solution be applied to a long term solution. Mr. Kunkel agreed and stated that the assumption is that what they would do in the short term are mitigations that will not be removed, so in fact they are doing part of the long term solution.

Tom Metzdorf, Construction Northwest

Mr. Metzdorf explained that he has been attempting to build an office for his company and found out that effectively, there is a moratorium on new applications. He stated that he felt the hospital was a good thing but it would be helpful if he had a timeline of when these solutions might be implemented and noted that the short term fix doesn't really seem to lead into the long term fix. He also stated that if he knew how much the fix was going to cost it would help him decide if he's going to invest in commercial property in this area. Mr. Metzdorf asked that the Planning Commission make a decision quickly and that he be able to find out how long and how much.

Chairman Dick Allen asked if there were anyone else that wanted to speak, there being none, he closed the public hearing at 8:17 p.m. He then called a 5 minute recess.

Commissioner Theresa Malich asked for guidance from the staff on the next step in the process.

Mr. Vodopich reminded them that four separate actions will be needed on the three comprehensive plan amendments and the subsequent change to the transportation element.

It was decided to discuss the Hospital application first.

Comprehensive Plan Proposal 05-01 (SEPA 05-01) – Land Use Map amendment re-designating and reconfiguring 14.8 acres of PCD-RMD (Residential Medium Density) to PCD-BP (Business Park) creating a total of 34.1 acres of PCD-BP for purposes of accommodating an 80-bed hospital of approximately 213,000 square feet and 100,000 square feet of medical office building.

Commissioner Jim Pasin expressed his support of a development agreement and suggested that the Planning Commission recommend that a development agreement be entered into along with their comprehensive plan amendment. Mr. Vodopich stated that there is a codified process for development agreements. Chairman Allen, Commissioner Malich and Ninen all agreed that it would make sense to have a development agreement.

MOTION: Move to recommend approval of the proposed comp plan designation change with the staff recommendations and mitigation measures along with a recommendation that the city council enter into a development agreement with the applicant. Ninen/Atkins -

Commissioner Atkins asked Mr. Vodopich what he saw as the scope of the development agreement and Mr. Vodopich answered he thought that it would focus on transportation but it certainly could include other things, along with timing issues. Mr. Atkins then asked if there would be a project timeline and Mr. Vodopich stated that it could be discussed.

Victor Salemann from David Evans and Associates pointed out that another aspect may be limiting future development of the property.

Chairman Allen called the question and the motion passed unanimously.

Comprehensive Plan Proposal 04-01 (SEPA 04-08) – Land Use Map amendment re-designating approximately 18 acres of PCD-RLD (Residential Low Density) to PCD-RMD (Residential Medium Density)

Commissioner Ninen stated that she felt it made sense to designate this property medium density when it is surrounded by medium density and pointed out that it is a goal of the comprehensive plan to promote affordable housing.

Commissioner Atkins stated that one of the speakers had mentioned something that as part of this overall effort we have decided to reduce our level of service and when you consider that together with the fact that we already have a surplus in the number of housing units to meet our GMA requirement, he wondered if there is a compelling need to make a big change that will result in another 120 trips. He pointed out that we really don't know how bad the traffic is going to get.

Senior Planner Jennifer Sitts stated that the hospital change results in a gain in housing capacity and this change would make up for what was lost in the hospital proposal. She added that the Growth Management Hearings Board has suggested that 25% is the number that you should be over and we are at 20% and that this number is to prevent driving housing prices up.

Commissioner Atkins agreed that more affordable housing is needed but reiterated that he still questioned whether there was a need to do this before we get this traffic situation sorted out.

It was then pointed out by Commissioner Ninen that the Planning Commission can only amend the comprehensive plan once a year and if they didn't do this now it would wait another year.

Commissioner Pasin stated that he didn't recall why this property was sandwiched between two medium densities when its low density and asked if there was some logic when it was put in place that they should be aware of. Commissioner Malich answered that she believed it was zoned before the increase for Olympic Property Group and that the Planning Commission didn't want to have blanket RMD without some breakup or mixed use. She went on to say that now that across the street there is more of an intense use, maybe it makes more sense to have it RMD. Commissioner Ninen agreed that the medium density seems to make a better transition.

Commissioner Pasin asked about the pre-annexation agreement and the expiration of the capacity reservation. Mr. Vodopich explained that the provision in the pre-annexation agreement has expired and that is why they are asking that contingent upon their participation in the mitigation

improvements they be granted 122 peak p.m. trips. Mr. Pasin then asked if that would include other developments along Borgen.

Victor Salemann from David Evans, answered that the percentage splits the improvements between these two amendments; however, there could be a possibility of others participating but noted that there is a small window of opportunity with these short term improvements, after that there is no additional capacity.

Commissioner Atkins asked about in the traffic analysis and where it talks about the traffic conditions at full build out considering rezones. Mr. Salemann answered that they did assume build out with some input from the Planning Department. Mr. Atkins expressed that the timing issue was the problem and asked if the applicants decide to build something else would a study be done on how that level of service standard in the interim is being met or not met. Mr. Salemann answered that it would if they are still doing a project that would generate the same trips, if not then they would have to analyze that and see what that would do to the LOS.

Commissioner Pasin asked if the property was left as it is zoned would we also be looking at the same amount of mitigation to build it out at the low density and Mr. Salemann answered that their proportional share would be less but that we really can't only build that portion, so we wouldn't eliminate any of the short term mitigation and noted that they would likely need 48 trips versus the 122. Mr. Pasin asked for further clarification on what would happen if the property was left at its current land use designation. Senior Planner Jennifer Sitts stated that if it remained at its current designation there would be no traffic reservation issued for that property and there would be no proportional share. Mr. Pasin clarified that then if we don't approve this change this property falls into a similar situation as Mr. Pinney. Mr. Vodopich answered yes, as they have nothing reserved.

Commissioner Atkins asked if there was a project application submitted and Ms. Sitts answered that there is a preliminary plat application but their concurrency has not been denied because we are waiting for this comp plan amendment.

It was then pointed out by Commissioner Pasin that on page six it says there is a possible requirement for a second access point and if not then the request would be to design a larger access point. He suggested that if they recommended approval that they require the larger access point, even though there may be a second access. Mr. Vodopich referred them to Figure 13 in the FSEIS showing the access points. He explained where the access point would be. Mr. Atkins asked if the Planning Commission could require access across property the applicant doesn't own. Ms. Sitts stated that it would be part of the SEPA mitigation. Mr. Salemann clarified that the intent was that the road would be stubbed there with the ability to provide the connection when the other parcel develops.

MOTION: Move to accept staff findings and recommendation with the change that it be required that the access point onto Borgen have additional lanes in order to alleviate the congestion and assure public safety. Pasin/Ninen

Ms. Malich asked if they really felt that this would help alleviate concerns in upzoning this to medium density and Mr. Pasin answered that he felt it was appropriate. Ms. Ninen asked if they

wanted to add to the motion that if it was possible to have a second access or enlarge the access onto Borgen. Mr. Pasin stated that he would rather enlarge the access onto Borgen regardless of whether there are two access points. Ms. Sitts clarified that they were not intending to preclude the second access, just make the entrance onto Borgen larger and Mr. Pasin stated that was correct.

The question was called and the motion passed with four in favor and Commissioner Atkins voting no.

Comprehensive Plan Proposal 05-03 (SEPA 05-03) – Amendment to the City of Gig Harbor Wastewater Comprehensive Plan to reconfigure the design and location of the required future sewer infrastructure to facilitate a proposed single family development.

Commissioner Pasin disagreed with the applicant having to pay an impact fee and then being required to construct left turn pockets on 38th. He expressed support of the impact fee because it applies to all units within the city and disagreed with anything constructed as additional mitigation, stating that 23 homes makes little or no impact on those streets and right across the street in the county someone could build the same 23 homes and not pay a penny.

Mr. Vodopich clarified that the city and Pierce County did enter into a settlement agreement and that we actually do impose a prorata share of developments. He also stated that we comment on County projects and the County would be required to impose those mitigations.

City Engineer Steve Misuriak pointed out that there is an alternative where they could pay 1% of the corridor improvement. Commissioner Atkins asked if those corridor improvements were in the Transportation Improvement Plan and if the impact fees were for those improvements. Mr. Misuriak answered that the city's impact fee program is under funded and that there is a safety issue with that corridor that the applicant is being asked to participate in.

Discussion continued on the cost of the mitigations and the location of the left turn pocket.

MOTION: Move to recommend approval of Comprehensive Plan Amendment 05-03 subject to the recommended site specific mitigations. Atkins/Malich – Motion passed with Jim Pasin abstaining.

Community Development Director John Vodopich stated that the last item was the proposed changed to the Transportation Element of the Comprehensive Plan. He explained that staff is recommending approval and that these changes go hand in hand with the changes that they had just approved. Commissioner Pasin asked if there would have to be modifications made to the text to include the development agreement and Mr. Vodopich answered that there would not have to be modifications.

MOTION: Move to recommend approval of the revision to Chapter 11, Transportation Element as identified in appendix B. Malich/Pasin – Motion passed unanimously.

OTHER BUSINESS

Commissioner Pasin asked staff about Mr. Pinney's testimony and whether he had submitted a completed application. Ms. Sitts answered that for the 80,000 square foot building he did submit a completed application in November 2004 but put it on hold because of the critical area regulations. She continued by saying that in regard to Harborstone Credit Union, it was also turned in in November 2004 and there was a request from engineering that they revise their TIA. She stated that the request went to the applicant (Harborstone) and they did not respond for about a year and then in July 2005 the TIA from David Evans was issues that showed that the Borgen corridor was not concurrent and they did not revise their TIA until after that point.

Commissioner Atkins asked about the impact fees and Mr. Vodopich answered that about a year ago he took the six year TIP and the costs to the City Council Community Development Committee along with a staff recommendation to increase the impact fee and the council tabled it indefinitely.

Commissioner Pasin stated that due to recent developments within the community and the Mayor's public comment in the paper, he would like to get the issue of underground parking on the Planning Commission schedule. Mr. Vodopich stated that the City Council had made a motion to instruct the City Attorney to draft an ordinance and she is working on that. He also stated that the Planning Commission work program had been discussed at the City Council meeting and due to current staff shortages all text amendments will be put on hold. Ms. Sitts reminded the Planning Commission that they are invited to attend a work study session on the land use matrix on May 1st.

UPCOMING MEETINGS

May 4th, 2006 - Cancelled

ADJOURNMENT

Move to adjourn at 9:35 p.m.
Pasin/Allen – Motion carried

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



COMMUNITY DEVELOPMENT DEPARTMENT

**Staff Report to the Planning Commission
Community Development Department
Comprehensive Plan Map Amendment #04-01
Don Huber (Huber/Bingham Property)**

I. REQUEST

The applicant is proposing a map amendment to the Comprehensive Plan Land Use Planned Community Development (PCD) designation as identified on the Comprehensive Plan Land Use Map. The proposed map amendment is to change the designation of approximately 18.88 acres from Planned Community Development Residential Low to Planned Community Development Residential Medium.

II. GENERAL INFORMATION

APPLICANT:	AGENT/CONTACT:
Don Huber	Carl Halsan
P.O. Box 64160	P.O. Box 1447
Tacoma, WA 98464	Gig Harbor, WA 98335
(253) 564-6069	(253) 858-8820
(253) 564-6272 Fax	(253) 858-9816 Fax

III. BACKGROUND INFORMATION

The applicant is proposing a map amendment to the Planned Community Development (PCD) designation to change the designation of approximately 18.88 acres from Planned Community Development Residential Low to Planned Community Development Residential Medium. If approved, a rezone will be necessary to fully implement the change.

IV. APPLICABLE LAND-USE POLICIES/CODES

Gig Harbor Comprehensive Plan, November 1994 – Pages 9 & 10
9. Generalized Land Use Categories
Planned Community Development (As amended by Ordinance #933,
adopted August 11, 2003)

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	60% maximum
Commercial	18% maximum
Employment	22% 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.
- Adequate provisions for Parks/Open Space and Schools should be provided for in the PCD.
- 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.

The proposed map amendment will have no effect on the Comprehensive Plan textual description of the Planned Community Development designation.

V. PUBLIC NOTICE

The City Council adopted Resolution No. 646 on April 11, 2005 which revised Resolution No. 631 and established the work program for the processing of individual Comprehensive Plan amendments in 2005.

Notice of January 19, 2006 Planning Commission public hearing was published in the Peninsula Gateway on January 4th and 11th.

Notice of April 20, 2006 Planning Commission public hearing was published in the Peninsula Gateway on April 5, 2006.

Additional notice was also provided on the City website.

VI. SEPA DETERMINATION

On July 14, 2005, the City of Gig Harbor, as lead agency for this proposal, issued a final Determination of Significance for three proposed Comprehensive Plan Amendments. A Draft Supplemental Environmental Impact Statement (DSEIS), prepared by David Evans and Associates, Inc. and Mark Personius,

AICP, was issued on January 3, 2006. The requisite comment period ran from January 4, 2006 to February 1, 2006. A Final Supplemental Environmental Impact Statement (FSEIS) was issued on April 5, 2006.

No appeals of the Final Supplemental environmental Impact Statement (FSEIS) have been filed as of the date of this staff report.

VII. ANALYSIS

The proposed text amendment will increase the permitted density within the Planned Community Development land use designation by increasing the range from 4.0 - 7.0 dwelling units per acre to 8.0 - 16.0 dwelling units per acre. Specific mitigation measures for the proposed amendment are outlined in the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS).

Land use impacts from the proposed development would be regulated by the provisions of the Comprehensive Plan and the Gig Harbor Municipal Code. Where more intense development is possible on the Huber/Bingham Property site (CPA 04-01) due to higher densities allowed under the PCD-RMD zone, the Housing Element of the City's Comprehensive Plan contains specific policies designed to mitigate the impacts of higher density housing, including Policies 5.2.1., 5.2.2., and 5.2.3. More specifically the provisions of the PCD-RMD zone (GHMC 17.21), the City's subdivision regulations (GHMC Title 16), and the City's development standards are expected to mitigate any impacts to a non-significant level.

The Huber/Bingham Property Comprehensive Plan Amendment (CPA) application in particular could generate between 122 and 169 PM peak hour trips depending on whether the project develops as proposed or were to utilize higher residential densities on the site allowed under the proposed rezone scenario. The Traffic Impact Analysis (TIA) prepared for the CPA application by PacWest Engineering (2005) estimated 127 PM peak hour trips on Borgen Boulevard will be generated by the proposed 121 lot single family subdivision. That calculation relied on an unverified trip rate formula not commonly used in traffic studies, and is excessive. The 122 PM peak hour trip figure estimated in the SEIS, which equates to 1,160 Average Daily Trips (ADT), can be used for subsequent development review purposes.

As part of a pre-annexation agreement in 2001, the City reserved 3.2 percent of the existing two-lane capacity of Borgen Boulevard for future residential development on the parcel which amounts to approximately 480 total daily trips in two directions or a maximum of 240 daily trips in any one direction. This translates to a maximum reserved capacity of 48 PM peak hour trips onto the Borgen Boulevard corridor. That capacity reservation expires as of January 1, 2006 according to the original pre-annexation development agreement between

the applicant and the city. The City could issue a new CRC for 1,160 Average Daily Trips, subject to acceptance of mitigation conditions. Under the traffic concurrency management provisions of GHMC 19.10, the City must evaluate roadway capacity planned to be available for the proposed CPA/rezone and may award a Capacity Reservation Certificate (CRC) upon the satisfactory performance of that evaluation. Based on the Borgen Boulevard corridor roadway and intersection improvements identified in the North Gig Harbor Traffic Mitigation Plan (DEA, Inc., December 2005) and the Land Use Map and Comprehensive Plan Policy Amendments recommended in the FSEIS (including adoption of LOS E at the Borgen Boulevard/SR 16 intersection), it appears that sufficient planned roadway capacity will exist to render CPA 04-01 compliant with the concurrency requirements of GHMC 19.10 subject to the site specific mitigation measures as described in the FSEIS.

VIII. FINDINGS OF FACT

1. Pursuant to the Washington State Growth Management Act (GMA), proposed amendments or revisions to the comprehensive plan can be considered no more frequently that once every year (RCW 36.70A.130 (2)(a));
2. The City of Gig Harbor SEPA Responsible Official issued a final Determination of Significance for three proposed Comprehensive Plan Amendments on July 14, 2005. A Draft Supplemental Environmental Impact Statement (DSEIS) was issued on January 3, 2006 and the Final Supplemental Environmental Impact Statement (FSEIS) was issued on April 5, 2006.
3. Site-specific mitigation measures for the proposed amendment are outlined in the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS).
4. A Water Capacity Reservation Certificate (CRC) was issued on February 22, 2006 for the proposed subdivision of the subject property;
5. The proposed amendment will increase the City's housing unit capacity;
6. The Washington State Growth Management Act (GMA) requires consistency between the comprehensive plan and implementing development regulations (RCW 36.70A.040); and
7. The City Engineer has reviewed the proposed amendment; the site-specific mitigation measures for the proposed amendment as outlined in the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS); and recommends approval of the amendment as proposed conditioned upon the mitigation measures.

IX. RECOMMENDATION

I recommend **approval** of the City of Gig Harbor Comprehensive Plan Map Amendment application #04-01 and the **granting** of a Transportation Capacity Reservation Certificate for 122 PM peak hour trips based on the aforementioned findings of fact and subject to the following site-specific mitigation as identified in the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS):

1. Any rezone application for property shall be accompanied by a site-specific development application for the development of the property. The applicant shall submit a SEPA Checklist for the rezone and the site-specific development of the individual parcel(s), as required by WAC 197-11-060(3)(b);
2. The following detailed mitigation plan is provided for future reference in subsequent development review processes, regarding the specific developments currently proposed on the sites affected by the comprehensive plan amendments evaluated in this FSEIS. The analysis of impacts and the recommended mitigation described in this FSEIS may be relied on for SEPA review purposes; however, the final mitigation requirements for each development will not be determined until completion of additional phases of development review. Additional mitigation may be required to comply with all conditions of GHMC, whether specified in this FSEIS or not.

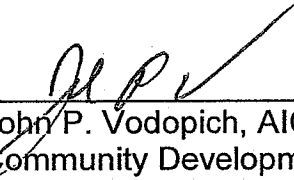
The developer of the subdivision may be subject to payment of traffic impact fees in accordance with the provisions of GHMC 19.12, to the extent such fees do not duplicate the following required mitigation measures for the proposed CPA 04-01 residential subdivision:

- Required frontage improvements along Borgen Boulevard consistent with adopted design standards for the facility.
- Require the developer to participate proportionately in the cost of the Borgen Boulevard/SR 16 interchange roundabout improvements and ramp improvement, or equivalent interchange replacement, described in the April 5, 2006 FSEIS as mitigation for St. Anthony Hospital. Based on 122 trips for the Huber/Bingham development and 535 trips for the hospital development, the proportional shares are 18.57% and 81.43%, respectively.
- Require, at the project level review, a second access point for the subdivision consistent with projects L-2 and L-3 in Figure 13. If neither alternate access can be constructed and open at time of occupancy, then redesign the proposed single access point onto Borgen Boulevard to allow for additional lanes to alleviate peak hour congestion and ensure safe public access during peak periods (i.e., to ensure safe ingress/egress for emergency vehicles and to reduce the potential for accidents from turning movements during peak periods).

The applicant shall submit full civil drawings prepared by a Washington State P.E. conforming to all City Public Works Standards, Policies and Procedures.

A Level 1 site specific Traffic Impact Analysis shall be required for City review and approval.

Project Planner: _____


John P. Vodopich, AICP
Community Development Director

Dated this 13th day of April, 2006

**CITY OF GIG HARBOR COMPREHENSIVE PLAN LAND USE MAP
SITE-SPECIFIC AMENDMENT APPLICATION**

RECEIVED
CITY OF GIG HARBOR
MAY 10 2004
COMMUNITY DEVELOPMENT

A site-specific amendment is a proposed change in the Comprehensive Plan land use map designation of an individual parcel or parcels of land. A site-specific amendment to the Comprehensive Plan land use map does not result in a rezone, if approved, the applicant would be required to apply for a rezone at the conclusion of this process.

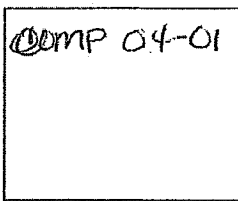
(Please Print or Type)

Owner/ Applicant: Dow Huber
 Mailing Address: PO Box 64160
 City: Tacoma, WA State: WA Zip: 98464
 Phone: () 564-6069 Fax: () 564-6272

Agent/ Contact: Carl Halsan
 Mailing Address: PO Box 1447
 City: Gig Harbor State: WA Zip: 98335
 Phone: () 858-8820 Fax: () 858-9816

Site Address: North of Bergen Blvd
 City: Gig Harbor Zip: 98335
 Lot Size: ≈ 20 Acres
 Assessor's Account #: 02-22-30-3-002
 Legal Description: (Please attach)
 Section: 30 Township: R2N Range: 2E

FOR CITY USE ONLY

Application Received (stamp)	
	
Received by:	_____
Assigned to:	_____
Minimum Application Fee*	_____
SEPA Checklist & Fee* if required	4 _____
Site Map	4 _____
Questionnaire	4 _____
Assessor's Map	4 _____
Ownership Certificate	4 _____
Pre-Submittal Review	4 _____
Date	____/____/____
Staff	_____
Application Complete*	4 _____
Date	____/____/____
Staff	_____

Is the property in a special taxation or land-use program?

No Yes (specify) _____

Current Comprehensive Plan Designation:

Residential - Low

Requested Comprehensive Plan Designation:

Residential - Medium

The applicant agrees to pay a minimum application fee of \$750.00, in accordance with the adopted fee schedule on file with the City of Gig Harbor Department of Planning and Building Services. If the Planning Commission approves the application for further consideration by the City Council, the applicant may be required to submit a State Environmental Policy Act (SEPA) checklist and an additional fee of \$150.00. The applicant further understands that approval of a site-specific amendment is not a rezone. If approved, the applicant must file an application for a rezone with the City of Gig Harbor Department of Planning and Building Services. Acceptance of this application and/or payment of fees does not guarantee final approval.

Applicant Signature: *Carl J. Wells* Date: 2-23-2004

QUESTIONNAIRE

FOR SITE-SPECIFIC COMPREHENSIVE PLAN LAND USE PLAN MAP AMENDMENT APPLICATION

Please answer the following questions in text and/or graphic form on separate pages and attach them to the application. Answer all questions separately and reference the question number in your answer. An application will be considered incomplete until all the questions are answered. This questionnaire applies to map and site-specific amendment applications.

1. Please provide a detailed description and explanation of proposed amendment.
2. Has there been a change in circumstances pertaining to the Comprehensive Plan, public policy, or (if applicable), the subject property (beyond the control of the landowner)?
3. What do you anticipate will be the impacts caused by the change, including the geographic area affected and the issues presented?
4. How would the proposal comply with the community vision statements, goals, objectives, and policies of the Comprehensive Plan?
5. Is there public support for this proposal (i.e. have you conducted community meetings, etc.)? Note: All applications will be subject to full public participation, notice, and environmental review.
6. Identify the location of the subject property on a Pierce County assessor's map, which has been dated and signed by the Applicant.

RECEIVED
CITY OF GIG HARBOR
MAR 04 2004
COMMUNITY
DEVELOPMENT

Laurie B Miller

OWNERSHIP CERTIFICATION

I, Laurie B Miller, executrix of estate, hereby certify that I am the majority property owner or officer of the corporation owning property described in the attached application, and I have familiarized myself with the rules and regulations of the City of Gig Harbor with respect to filing this application, and that the statements, answers and information submitted presents the argument on behalf of this application and are in all respects true and correct to the best of my knowledge and belief.

Address: 16934 SE 47th

City and State: Belleveue, WA Phone: (425) 562-2734

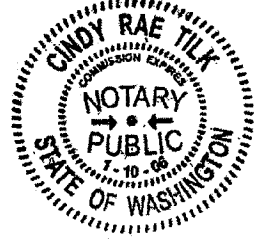
Signature: Laurie Bingham Miller for estate of Nancy/Quincy Bingham
(give corporation or company name)

ACKNOWLEDGMENT

State of Washington)
) ss.
County of Pierce)

On this day personally appeared before me Laurie B Miller known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 1st day of March, 2004



Cindy Rae Tilk
Notary Public in and for the State of Washington
CINDY RAE TILK
My Commission Expires: 1-10-06

Other property owners in this application must be listed below:

Name: Bill (William) Bingham, George J. Bingham Signature: Coupeville, WA
Burbank, WA

Address: _____ City/State: _____ Zip: _____

330 N. Maple, unit c
Burbank, WA 91505

812 Windrose Dr
Coupeville, WA 98239

1. **Detailed description and explanation of amendment.**
We are asking that the designation of the subject property be changed from *Low Density Residential* to *Medium Density Residential*. This will allow the property to be rezoned to *Planned Community Development-Residential Medium Density* with a future application to be submitted in a couple of months. Along with the rezone application, we'll be submitting a proposed subdivision application. We recognize that the rezone and plat cannot be approved until the Comprehensive Plan amendment is approved, but we want to "parallel-process" in anticipation of the amendment being approved.
2. **Change in circumstances pertaining to the Comprehensive Plan or public policy.**
When the Gig Harbor North plan we being put together by the Planning Commission in the early 1990's, the property owners were represented by the three major land owners. The property that is subject to this change was not represented at that time. As such, the subject property was left with the least intense designation (low density residential). Today, the subject property is surrounded by properties designated with more intense designations on all sides: Medium density to the north, east and west, and commercial to the south. It only makes good planning sense to change the designation of the subject property to at least medium density. This will prevent incompatible development from taking place. It is also important to note that the property to the west has the southern half designated PCD-Business Park.
3. **Impacts caused by the change, including the geographic area affected and the issues presented.**
The only impacts of the amendment will be positive. The subject property will be allowed to be developed with housing that is more compatible with the surrounding properties. In addition, the infrastructure is already designed and in place to support intense development.
4. **How the amendment complies with the community vision statements, goals, objectives and policies of the Comprehensive Plan.**
Goal #1 of the Land Use element encourages higher density development in areas that pose the fewest environmental risks. This site has no environmental constraints. Goal #12 encourages the provision of a broad choice of housing types. With the approval of this amendment, the property can be developed in a manner that provides very small lot single family detached housing. Goal #13 encourages higher density housing in areas that have easy access to major local employment areas. Gig Harbor North will be the City's largest employment area and the subject property is part of the Gig Harbor North area. Goal #18 of the Environment element encourages higher densities on land with the fewest environmental risks and this site has none. The Housing element of the Plan encourages reducing housing costs through policy reform, and this site can provide more affordable single family housing. Finally, Gig Harbor needs housing as evidenced by the rapidly increasing prices in the

area. Suitable land for development is being used up at a rate far exceeding the planning that's been done to date. With the City only allowing 3 units per acre net throughout most of the city, we need alternatives and this site is ideal for something unique.

5. **Is there public support for the proposed amendment?**
During the last Comprehensive Plan amendment cycle, this property was the subject of a proposed change to allow for commercial development. That amendment was ultimately denied, but during the process the property owners were encouraged to consider amending the designation to medium density. This encouragement came from the public, city staff and City Council members alike. It seems that public sentiment is very willing allow this change to take place as soon as possible. All neighboring property owners have indicated preliminary support for our change. If needed, they are willing to provide letters of support and supporting public testimony.
6. **Pierce County Assessor's Map**
One is attached, and it is signed and dated by the applicant.

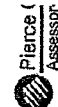
SECTION	TOWNSHIP
RANGE	COUNTY



DATE OF MAP PREPARED
03-27-04

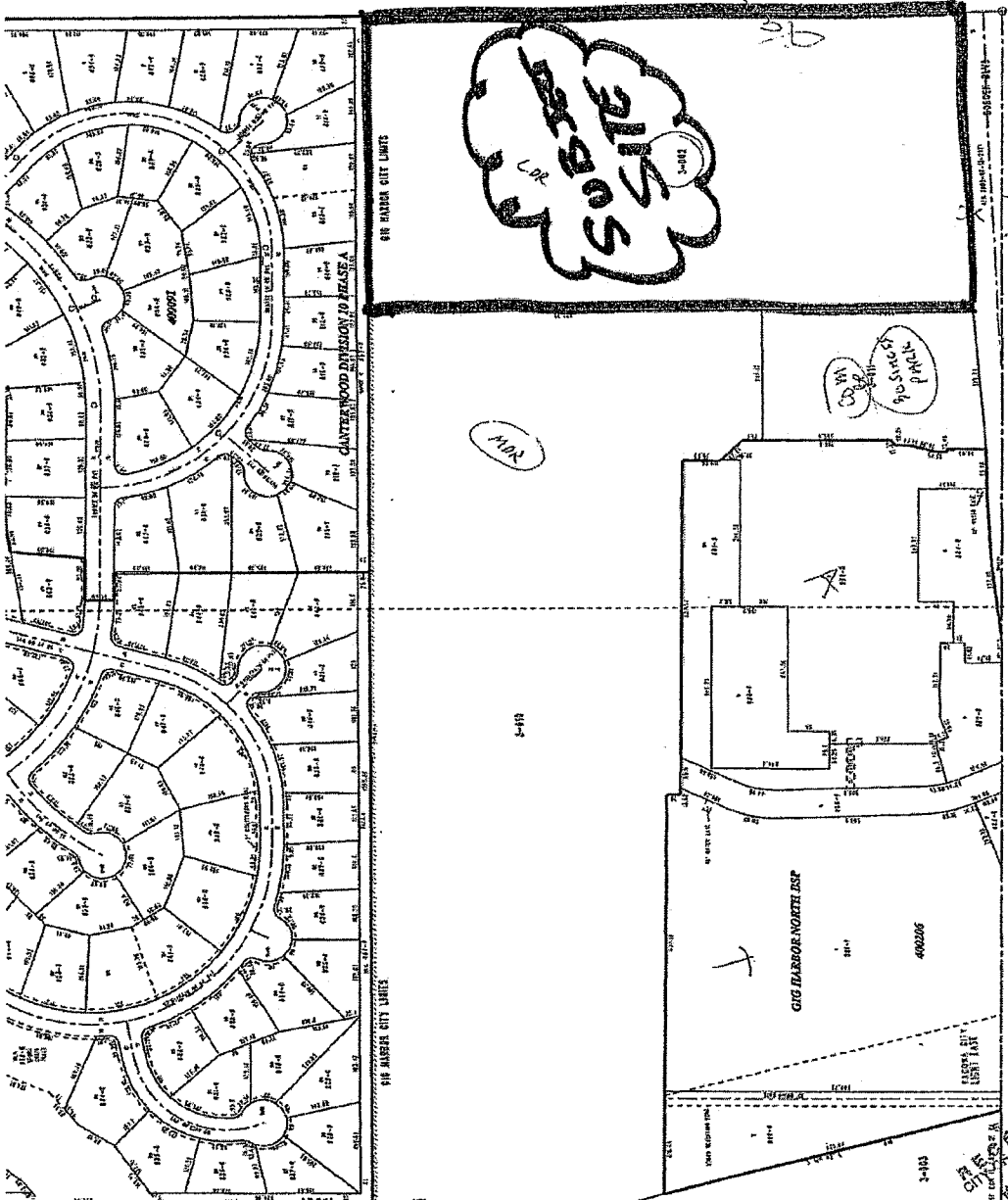
Pierce Services Bldg
1401 S. 230 Street
Tacoma, Washington

EXEMPT FROM PERS. INC. TAX



Pierce
ASSASSOR

THIS IS NOT A
30 DAY REC DATA EXCISE
RE ACCEPTANCE OF LIABILITY
FOR ASSISTANTS L



FOR THE
CITY OF
TACOMA
COMMUNITY
DEVELOPMENT

04 MAR 04 2004



COMMUNITY DEVELOPMENT DEPARTMENT

**Staff Report to the Planning Commission
Community Development Department
Comprehensive Plan Map Amendment #05-01
Franciscan Health System - West**

I. REQUEST

The applicant is proposing a Comprehensive Plan Land Use map amendment within the Planned Community Development (PCD) designation. The proposed map amendment is to change the designation of approximately 19.3 acres from Planned Community Development Residential Medium (PCD-RMD) to Planned Community Development Business Park (PCD-BP).

II. GENERAL INFORMATION

APPLICANT:

Franciscan Health System - West
Laure Nichols, Vice President
1717 South J Street
Tacoma, WA 98405
(253) 426-6700

AGENT/CONTACT:

Hammes Company
Joe Kunkel
1411 Fourth Avenue, Suite 1020
Seattle, WA 98101
(206) 464-4200
(206) 464-4201 Fax

III. BACKGROUND INFORMATION

The applicant is proposing an amendment to the Planned Community Development (PCD) designation to change the designation of approximately 19.3 acres from Planned Community Development Residential Medium to Planned Community Development Business Park. The proposal would amend the Comprehensive Plan Land Use map. If approved, a rezone will be necessary to fully implement the change.

IV. APPLICABLE LAND-USE POLICIES/CODES

Gig Harbor Comprehensive Plan, December 2004

2.2.3. Generalized Land Use Categories

f) Planned Community Development

Pages 2-5 & 2-6

f) Planned Community Development

The purpose of a Planned Community Development (PCD) is to promote optimum site development options which are compatible with the community's planning goals and interests. A PCD should meet the following minimum general guidelines:

- 1) Minimum area allocated must be 100 acres.
- 2) Land Use allocation should be approximately as follows:
 - Residential 60% maximum
 - Commercial 18% maximum
 - Employment 22% minimum
- 3) Residential may consist of:
 - i. Housing units above or connected to commercial shops;
 - ii. Allowances for Single Room Occupancy (SRO) housing;
 - iii. Studio apartments;
 - iv. Parks for full size and efficiency sized manufactured housing units.
- 4) Adequate provisions for Parks/Open Space and Schools should be provided for in the PCD.
- 5) Site development design must be consistent with Community Design standards of the Comprehensive Plan and adopted design guidelines.
- 6) 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.
- 7) 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.

- 8) 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.
- 9) 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.

The proposed amendment would increase the employment (business park) land use allocation and decrease the residential land use allocation. Given that the employment allocation is expressed in terms of a minimum and the residential allocation in terms of a maximum, a textual amendment is not necessary.

V. PUBLIC NOTICE

The City Council adopted Resolution No. 646 on April 11, 2005 which revised Resolution No. 631 and established the work program for the processing of individual Comprehensive Plan amendments in 2005.

Notice of January 19, 2006 Planning Commission public hearing was published in the Peninsula Gateway on January 4th and 11th.

Notice of April 20, 2006 Planning Commission public hearing was published in the Peninsula Gateway on April 5, 2006.

Additional notice was also provided on the City website.

VI. SEPA DETERMINATION

On July 14, 2005, the City of Gig Harbor, as lead agency for this proposal, issued a final Determination of Significance for three proposed Comprehensive Plan Amendments. A Draft Supplemental Environmental Impact Statement (DSEIS), prepared by David Evans and Associates Inc. and Mark Personius, AICP, was issued on January 3, 2006. The requisite comment period ran from January 4, 2006 to February 1, 2006. A Final Supplemental Environmental Impact Statement (FSEIS) was issued on April 5, 2006.

The appeal period ends on April 19, 2006, no appeals of the Final Supplemental environmental Impact Statement (FSEIS) have been filed as of the date of this staff report.

VII. ANALYSIS

The proposed amendment will change the designation of approximately 19.3 acres from Planned Community Development Residential Medium (PCD-RMD) to Planned Community Development Business Park (PCD-BP).

Land use impacts from the proposed development would be regulated by the provisions of the Gig Harbor Municipal Code. Development would occur in accordance with the provisions of the PCD-BP zone (GHMC 17.54), the City's subdivision regulations (GHMC Title 16), the critical area regulations (GHMC 18.08) and the City's development standards. GHMC 17.54.025 requires a conditional use permit for a hospital in the PCD-BP zone. GHMC 17.64 identifies the procedures and criteria for review and issuance of a conditional use permit. Subsequent development review, including SEPA review, will further evaluate potential impacts as appropriate and applicable at the more site-specific St. Anthony Hospital conditional use permit application and review stage.

The St. Anthony Hospital proposal and site plan submitted to date indicate no presumed development activity on the remaining 7.4 acre portion of the site that would remain in PCD-RMD zoning. Therefore, future development in this area should be restricted to uses that do not involve construction of a building (e.g., open space, passive recreational uses, future streets, buffering, trails, critical area mitigation, etc.). The site-specific traffic impact mitigation indicates that some portion of this area may be necessary for right-of-way dedication for a future alternative street connection between Canterwood and Borgen Boulevard in order to relieve congestion at the existing Canterwood/Borgen/Burnham roundabout.

The St. Anthony Hospital development application in particular could generate between 535 and 869 PM peak hour trips (DEA) depending on whether the project develops as proposed or were to utilize the maximum building envelope allowed under the proposed rezone scenario.

The additional volumes added to Canterwood Boulevard due to this site's proposed development would be adequately served with a two to three lane road section along the site frontage. At the proposed hospital site entrance driveway(s), peak hour volumes may require signalization to support turning movements across through traffic on Canterwood Boulevard. This would depend on the spacing and location of driveways and details of the design of Canterwood Boulevard along the site frontage.

As Canterwood Boulevard approaches Borgen Boulevard/Burnham Drive, there is a need for two approach lanes southbound into the two-lane roundabout intersection, for the case of pipeline growth plus the hospital. However, the interchange as a whole is deficient. The Traffic Impact Analysis - St. Anthony Hospital (DEA, Inc., June 2005) indicated a need for reconstruction of the entire interchange for higher capacity without considering the hospital development, and those problems are made worse by addition of the hospital site's traffic. The North Gig Harbor Traffic Mitigation Plan adds to that finding a complete plan of improvements for all of North Gig Harbor.

The impact of the hospital on the interchange area can be reduced by developing additional routes of access to and from the hospital site that avoid the interchange. In the North Gig Harbor Traffic Mitigation Plan (DEA, Inc., December 2005) two such routes are recommended as part of the long-range plan for the study area:

- Connect Canterwood Boulevard to Borgen Boulevard via a new collector arterial that bypasses the overloaded Canterwood/Borgen/Burnham/SR 16 roundabout.
- Connect Canterwood Boulevard to the Purdy area, via a new collector arterial across or under the SR 16 freeway.

Either or both of these proposed routes has the potential to remove significant volumes from the overcrowded interchange area; however, each is a new road that would require significant effort to achieve and would also benefit other parties as well as the proposed hospital.

Traffic mitigation improvements for the hospital should be consistent with the recommendations of the North Gig Harbor Traffic Mitigation Plan. In addition, the requirements of concurrency will need to be considered to assure that LOS standards are satisfied in the short-term future represented by the "pipeline" forecast in the hospital TIA. Both of these objectives are served by either of the following two mitigation plans. The second plan is recommended for greatest flexibility and coordination of efforts by various parties.

The following detailed mitigation plan is provided for future reference in subsequent development review processes, regarding the specific developments currently proposed on the sites affected by the comprehensive plan amendments

evaluated in this FSEIS. The analysis of impacts and the recommended mitigation described in this FSEIS may be relied on for SEPA review purposes; however, the final mitigation requirements for each development will not be determined until completion of additional phases of development review. Additional mitigation may be required to comply with all conditions of GHMC, whether specified in this FSEIS or not.

Project specific traffic impact mitigation measures for CPA 05-01 shall include the following (as depicted on Figure 14 of the April 5, 2006 FSEIS):

- The developer of the hospital may be subject to payment of impact fees in accordance with the provisions of GHMC 19.12 to the extent such fees do not duplicate the following required mitigation measures. The mitigation described is required for the hospital alone; however, a proportionate share of the mitigation may be transferred to CPA 04-01 (Huber/Bingham) if that subdivision is also approved for development.
- Require the developer to implement transportation demand management measures in accordance with the City's adopted Commute Trip Reduction (CTR) regulations (GHMC 10.28) to reduce single occupant vehicle use.
- Require the developer to make accommodations in the site plan for future transit service to be provided directly to the proposed Saint Anthony Hospital (CPA 05-01), consistent with plans of Pierce Transit.
- Require the developer to make frontage improvements along Canterwood Boulevard consistent with adopted design standards for the facility.
- Require the developer to dedicate right-of-way for a future collector arterial roadway connecting Canterwood Boulevard across any part of the property to the southeast corner of the property, for continuation to Borgen Boulevard by others. The specific alignment of this route on or through the property may be determined during final site plan review.
- Require the developer to construct on Canterwood Boulevard a two-lane southbound approach to the existing roundabout intersection at Burnham Drive and Borgen Boulevard, for a length of 700 feet north of Borgen Boulevard. A 10-foot paved shoulder on this section is permissible in lieu of curb/gutter/sidewalk, because Canterwood Boulevard abuts the WSDOT highway fence on this side of Canterwood Boulevard and there is no actual pedestrian need.
- Require the developer to construct on the northbound side of Canterwood Boulevard a 10-foot shoulder from Borgen Boulevard to the site's south boundary, as an interim pedestrian safety improvement pending future development of the abutting properties. Alternatively, construct curb/gutter/sidewalk in a location satisfactory to the City Engineer and consistent with future development of abutting properties, and eligible for latecomers reimbursement.
- Require the developer to construct a bypass lane at the roundabout intersection at Burnham Drive and Borgen Boulevard, from Canterwood Drive southbound to the SR 16 on-ramp westbound, adding a second lane to that on-ramp for an appropriate taper length acceptable to WSDOT.

- Require the developer to construct a second lane approach lane on that off-ramp for approximately 450 feet to accommodate the length of expected storage queues. The additional lane on the ramp may trigger the need to prepare an Interchange Justification Report (IJR) to determine if the revision might adversely affect the level of service for through traffic on the mainline.
- Require the developer to construct a bypass lane at the roundabout intersection at Burnham Drive and Borgen Boulevard, from the SR 16 westbound off-ramp to Burnham Drive southbound.
- Require the developer to construct a second lane on the eastbound SR 16 off-ramp to the existing roundabout intersection with Burnham Drive, for a length of approximately 1,500 feet to accommodate the length of expected storage queues. The additional lane on the ramp may trigger the need to prepare an Interchange Justification Report (IJR) to determine if the revision might adversely affect the level of service for through traffic on the mainline.
- Require the developer to expand the existing roundabout at the eastbound SR 16 off-ramp and Burnham Drive from one circulating lane to two circulating lanes, including a second exit lane to the westbound on-ramp and an appropriate taper length acceptable to WSDOT.
- If not provided as expected by other developments, require the developer to convert the channelization of the existing Burnham Drive Bridge over SR 16 to a three-lane section, with two lanes eastbound and one lane westbound across the bridge, and with channelization modifications to that roundabout.

Based on the completion of these improvements, the site's impacts have been mitigated. The intersections in the interchange area will meet the modified LOS standard proposed for adoption as part of the proposed Comprehensive Plan Amendments. At the SR 16 eastbound ramps roundabout intersection, the average delay is less than would exist without the development. Most queue backups will fit within the available storage areas. The excess queues can be managed by traffic controls.

Table 23. Intersection Operations – Pipeline plus St. Anthony Hospital with Mitigation

Intersection	Control	Movement	PM Peak	
			LOS	Delay (sec)
Burnham Drive NW at SR 16 Eastbound Ramps	Roundabout	Intersection	F	163
Borgen Boulevard at SR 16 Westbound Ramps	Roundabout	Intersection	E	64

Source: David Evans and Associates, Inc.

Table 24. Queue Lengths – Pipeline plus St. Anthony Hospital with Mitigation

Intersection	Road	Approach	PM Peak	
			Approach Queue Length (ft)	Available Storage Length (ft)
Burnham Drive at SR 16 Eastbound Ramps	Off-Ramp	Eastbound	1,500	1,500
	Burnham Drive	Eastbound	0	600
	Burnham Drive	Westbound	1,600	300*
Borgen Boulevard at SR 16 Westbound Ramps	Burnham Drive	Eastbound	106	700
	Off-Ramp	Westbound	326	450
	Canterwood Blvd	Southbound	614	1,400
	Borgen Blvd	Westbound	2,014	1,500*
	Burnham Drive	Northbound	134	600

Source: David Evans and Associates, Inc.

* Stop controls at Burnham/Schmel intersection will permit use of additional storage length available on Schmel Drive and on Burnham Drive beyond the interchange area. Storage length on Borgen Boulevard westbound is adequate at 90 percentile level.

FSEIS CPA 05-01 Hospital Alternate Mitigation Potential Changes to Required Mitigation

The mitigation of the hospital impacts at the SR 16/Burnham interchange could be accomplished with the implementation of the Single Point Urban Interchange (SPUI) (or alternate design with sufficient capacity) at the SR 16/Burnham Interchange. However, improvements to the SR 16 interchange are not on WSDOT's system plan or the Regional STIP, and therefore can not be fully relied upon as a mitigating measure. If a specific SR 16/Burnham Drive interchange project is added to the STIP and WSDOT's Highway Plan, then an alternative mitigation plan that includes proportional share participation in the new interchange may be considered.

WSDOT Response to Potential Changes to Required Mitigation

WSDOT cannot support the proposal to allow the interim off-ramp and roundabout highway improvements to be converted to a monetary contribution and used on the proposed future approximately \$40,000,000 interchange project. As shown in the DEIS, those improvements will be needed well before any future ultimate interchange project could be programmed, funding and design notwithstanding. Therefore, at this time, WSDOT will only support those actions that result in the interim improvements being designed and constructed as shown in the DEIS.

Other Approvals or Conditions Needed for St. Anthony Hospital from Outside Parties or Agencies

- Construction of a new water storage tank to serve North Gig Harbor (to be completed by Olympic Property Group)
- Water connection approval by the Washington State Department of Health (DOH)
- Right-of-way easement from Tacoma Power
- Washington State right-of-way permits from WSDOT

VIII. FINDINGS OF FACT

1. Pursuant to the Washington State Growth Management Act (GMA), proposed amendments or revisions to the comprehensive plan can be considered no more frequently than once every year (RCW 36.70A.130 (2)(a));
2. The City of Gig Harbor SEPA Responsible Official issued a final Determination of Significance for three proposed Comprehensive Plan Amendments on July 14, 2005. A Draft Supplemental Environmental Impact Statement (DSEIS) was issued on January 3, 2006 and the Final Supplemental Environmental Impact Statement (FSEIS) was issued on April 5, 2006.

3. Site-specific mitigation measures for the proposed amendment are outlined in the April 5, 2005 Final Supplemental Environmental Impact Statement (FSEIS).
4. A Water Capacity Reservation Certificate (CRC) was issued on March 23, 2006 for the proposed development of the subject property; &
5. The Washington State Growth Management Act (GMA) requires consistency between the comprehensive plan and implementing development regulations (RCW 36.70A.040).

IX. RECOMMENDATION

I recommend **approval** of the City of Gig Harbor Comprehensive Plan Map Amendment #05-01 and the **granting** of a Transportation Capacity Reservation Certificate for 535 PM peak hour trips based on the aforementioned findings of fact and subject to the following site-specific mitigation as identified in the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS):

- The developer of the hospital may be subject to payment of impact fees in accordance with the provisions of GHMC 19.12 to the extent such fees do not duplicate the following required mitigation measures. The mitigation described is required for the hospital alone; however, a proportionate share of the mitigation may be transferred to CPA 04-01 (Huber/Bingham) if that subdivision is also approved for development.

The following detailed mitigation plan is provided for future reference in subsequent development review processes, regarding the specific developments currently proposed on the sites affected by the comprehensive plan amendments evaluated in this FSEIS. The analysis of impacts and the recommended mitigation described in this FSEIS may be relied on for SEPA review purposes; however, the final mitigation requirements for each development will not be determined until completion of additional phases of development review. Additional mitigation may be required to comply with all conditions of GHMC, whether specified in this FSEIS or not.

- Require the developer to implement transportation demand management measures in accordance with the City's adopted Commute Trip Reduction (CTR) regulations (GHMC 10.28) to reduce single occupant vehicle use.
- Require the developer to make accommodations in the site plan for future transit service to be provided directly to the proposed Saint Anthony Hospital (CPA 05-01), consistent with plans of Pierce Transit.
- Require the developer to make frontage improvements along Canterwood Boulevard consistent with adopted design standards for the facility.
- Require the developer to dedicate right-of-way for a future collector arterial roadway connecting Canterwood Boulevard across any part of the property to

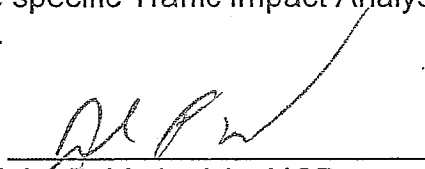
the southeast corner of the property, for continuation to Borgen Boulevard by others. The specific alignment of this route on or through the property may be determined during final site plan review.

- Require the developer to construct on Canterwood Boulevard a two-lane southbound approach to the existing roundabout intersection at Burnham Drive and Borgen Boulevard, for a length of 700 feet north of Borgen Boulevard. A 10-foot paved shoulder on this section is permissible in lieu of curb/gutter/sidewalk, because Canterwood Boulevard abuts the WSDOT highway fence on this side of Canterwood Boulevard and there is no actual pedestrian need.
- Require the developer to construct on the northbound side of Canterwood Boulevard a 10-foot shoulder from Borgen Boulevard to the site's south boundary, as an interim pedestrian safety improvement pending future development of the abutting properties. Alternatively, construct curb/gutter/sidewalk in a location satisfactory to the City Engineer and consistent with future development of abutting properties, and eligible for latecomers reimbursement.
- Require the developer to construct a bypass lane at the roundabout intersection at Burnham Drive and Borgen Boulevard, from Canterwood Drive southbound to the SR 16 on-ramp westbound, adding a second lane to that on-ramp for an appropriate taper length acceptable to WSDOT.
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- If not provided as expected by other developments, require the developer to convert the channelization of the existing Burnham Drive Bridge over SR 16 to a three-lane section, with two lanes eastbound and one lane westbound across the bridge, and with channelization modifications to that roundabout.

The applicant shall submit full civil drawings prepared by a Washington State P.E. conforming to all City Public Works Standards, Policies and Procedures.

A Level 1 site specific Traffic Impact Analysis shall be required for City review and approval.

Project Planner:



John P. Vodopich, AICP
Community Development Director

Dated this 13th day of April, 2006

City of Gig Harbor

RECEIVED
CITY OF GIG HARBOR
JAN 28 2005
COMMUNITY
DEVELOPMENT

Comprehensive Plan Amendment

Land Use Map

Franciscan Health System-West Application

Revised January 28, 2005

Owner:

Franciscan Health System-West
Laure Nichols, Vice President
1717 South J Street
Tacoma, WA 98405
253-426-6700

Applicant:

Franciscan Health System-West
Laure Nichols, Vice President
1717 South J Street
Tacoma, WA 98405
253-426-6700

Agent:

Hammes Company
Joe Kunkel
1411 Fourth Ave. Suite 1020
Seattle, WA 98101
206-464-4200

CITY OF GIG HARBOR COMPREHENSIVE PLAN LAND USE MAP
SITE-SPECIFIC AMENDMENT APPLICATION

January 26, 2005

A SITE-SPECIFIC AMENDMENT IS A PROPOSED CHANGE IN THE Comprehensive Plan land use map designation of an individual parcel or parcels of land. A site-specific amendment to the Comprehensive Plan land use map does not result in a rezone, if approved, the applicant would be required to apply for a rezone at the conclusion of this process.

FOR CITY USE ONLY

Owner: Franciscan Health System - West

Applicant: Franciscan Health System-West

Mailing Address: 1717 South J. St

City: Tacoma WA 98405

Phone: 253-426-6700

Agent / Contact: Hammes Company - Joe Kunkel

Mailing Address: 1411 Fourth Ave. Suite 1020

City: Seattle, WA 98101

Phone: 206-464-4200 Fax: 206-464-4201

Site Address: 11567 Canterwood Blvd. NW

City: Gig Harbor, WA 98332

Assessors parcel #: 0122254083 (new)

Legal Description: Lot 1 of BLA recorded under
AFN# 200407080296 - see attached

Section 25 Township: 22 Range 01 E

Additional Contact: Eva Jacobson / Still Water Planning, Inc.
253-851-2243

CITY OF GIG HARBOR COMPREHENSIVE PLAN LAND USE MAP
Site-specific Amendment Application

Page 1 of 4

2005 Comprehensive Plan Amendment - Land Use Map - Franciscan Health System - West App.

Application Received (stamp)

COMP 05-01

Received by: _____

Assigned to: _____

Minimum Application Fee _____

SEPA Checklist & Fee _____

Questionnaire _____

Assessor's Map _____

Ownership Certificate _____

Pre-Submittal Review _____

Date / / _____

Staff _____

Application Complete _____

Date / / _____

Staff _____

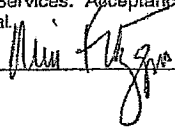
Is the property in a special taxation or land-use program?

No Yes (specify) _____

Current Comprehensive Plan Designation:

Requested Comprehensive Plan Designation:

The applicant agrees to pay a minimum application fee of \$750.00, in accordance with the adopted fee schedule on file with the City of Gig Harbor Department of Planning and Building Services. If the Planning Commission approves the application for further consideration by the City Council, the applicant may be required to submit a State Environmental Policy Act (SEPA) checklist and an additional fee of \$150.00. The applicant further understands that approval of a site-specific amendment is not a rezone. If approved, the applicant must file an application for a rezone with the City of Gig Harbor Department of Planning and Building Services. Acceptance of this application and/or payment of fees does not guarantee final approval.

Applicant Signature:  Date: 1/28/05

QUESTIONNAIRE

FOR SITE-SPECIFIC COMPREHENSIVE PLAN LAND USE PLAN MAP AMENDMENT APPLICATION

Please answer the following questions in text and/or graphic form on separate pages and attach them to the application. Answer all questions separately and reference the question number in your answer. An application will be considered incomplete until all the questions are answered. This questionnaire applies to map and site-specific amendment applications.

1. Please provide a detailed description and explanation of proposed amendment.
2. Has there been a change in circumstances pertaining to the Comprehensive Plan, public policy, or (if applicable), the subject property (beyond the control of the landowner)?
3. What do you anticipate will be the impacts caused by the change, including the geographic area affected and the issues presented?
4. How would the proposal comply with the community vision statements, goals, objectives, and policies of the Comprehensive Plan?
5. Is there public support for this proposal (i.e. have you conducted community meetings, etc.)? Note: All applications will be subject to full public participation, notice, and environmental review.
6. Identify the location of the subject property on a Pierce County assessor's map, which has been dated and signed by the Applicant.

OWNERSHIP CERTIFICATION

I, Mike Fitzgerald, hereby certify that I am the majority property owner or officer of the corporation owning property described in the attached application, and I have familiarized myself with the rules and regulations of the City of Gig Harbor with respect to filing this application, and that the statements, answers and information submitted presents the argument on behalf of this application and are in all respects true and correct to the best of my knowledge and belief.

Address: 1717 South J St.

City and State: Tacoma, WA 98405 Phone: (253) 426-6700

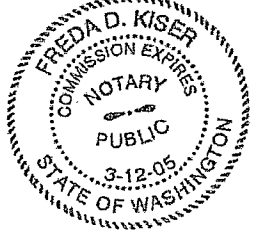
Signature: *Mike Fitzgerald* for Franciscan Health System West
(give corporation or company name)

ACKNOWLEDGMENT

State of Washington)
County of Pierce ss.)

On this day personally appeared before me Mike Fitzgerald known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 28th day of January, 2005



Freda D. Kiser
Notary Public in and for the State of Washington
residing at Tacoma
My Commission Expires: 03/12/05

Other property owners in this application must be listed below:

Name: _____ Signature: _____
Address: _____ City/State: _____ Zip: _____

Franciscan Health System - West
Application

Answers to Questionnaire

Page 3 of application

January 28, 2005

SITE SPECIFIC COMPREHENSIVE PLAN LAND USE MAP AMENDMENT APPLICATION

1. Detailed description and explanation of the proposed amendment.

This proposed amendment is to change the Gig Harbor Comprehensive Land Use Map for a 41.48 acre parcel of land which is located at the north edge of the city limits, within the Gig Harbor North Planned Community Development. (PCD)

The site has recently been combined by a Boundary Line Adjustment, creating one large parcel, and is divided between two land use zones: PCD – BP (Business Park) and PCD – RMD (Residential Medium Density). This proposal would reconfigure the areas of the Business Park and Residential zones as shown on the map, so that a more contiguous use of the land is possible with BP located in the core of the property and residential use sited on the eastern boundary as a transition zone between business uses and the residential community.

The Owners / Applicants of the property – Franciscan Health System West - plan to use this site for a Hospital / Medical campus. This proposal will allow a more congruous site plan with zone transitions thereby meeting the goals of the Comprehensive Plan and long term planning.

Natural buffer areas will be maximized to allow additional transition between zones and contiguous parcels. Existing natural drainage and sensitive areas will be substantially preserved and incorporated where possible, into a general site plan for the campus, with consideration given to future needs within the community for health care services.

2. Has there been a change in circumstances pertaining to the Comprehensive Plan, public policy or the subject property (beyond the control of the landowner)?

In 2003 the Comprehensive Plan for the PCD was amended to allow more % of commercial uses within the Gig Harbor North PCD. This change resulted in less % of Business Park (employment) land available in the area for development of a good size business or medical campus. The Business Park zone needs to be increased to allow for the uses currently being anticipated.

2005 Comprehensive Plan Amendment - Land Use Map - Franciscan Health System - West App.

3. What do you anticipate will be the impacts caused by the change, including the geographic area affected and the issues presented?

This property was incorporated and included in the Gig Harbor North - PCD because it is appropriate and suitable for high density / intensity urban development. It is within the area intended by the City to provide necessary urban services.

The goal is to provide a better configuration of the use zones that will incorporate the allowed uses of PCD-BP and PCD-RMD, specifically a Hospital and Medical campus. Approved uses will be carefully planned to maximize the best configuration of open space, trails, public spaces and medical campus.

The Tacoma Power Utilities transmission lines cross through the center area of the property and create a unique challenge in site planning. This map amendment will better enable the owners to plan for uses of the property in a manner consistent with good site planning and design. The owners are working with TPU to solve issues that are created by the power line location. The proposed configuration makes better use of the land and allows for the proposed uses in a more amenable location.

4. How would the proposed amendment comply with the community vision statements, goals, objectives and policies of the Comprehensive Plan?

The Comprehensive Plan states: "The purpose of a PCD is to promote optimum site development options which are compatible with the communities' planning goals".

This amendment will do exactly that.

Approval of this amendment will allow the owners to design and plan for future use of the campus in a cohesive manner. Many design and use elements can be coordinated to optimize the site. Natural features of the site will be protected or enhanced through open space plans and buffers. Areas for public use and enjoyment will be carefully planned

The development of this site with conditional use as a Hospital will provide for services that are not now available within the Gig Harbor Urban area, thus reducing the amount of traffic, time and energy demand to travel to Tacoma or Bremerton for these services.

Economic Development goal: This amendment will meet the goal of the comprehensive plan by providing economic development. This proposal has major economic development implications for the area, as evidenced in three areas:

1. Creation of Family-Wage Jobs Locally. The establishment of St. Anthony Hospital represents approximately 450 family-wage jobs.
2. The construction of the \$100 million project represents an influx of construction jobs into the area over the next 3 years.
3. The creation of St. Anthony in Gig Harbor represents vital infrastructure in the recruitment of additional employers into the area. In addition to a quality school system, a strong healthcare provider in the community is a very attractive quality considered by firms evaluating siting options.

This proposal will help promote economic development in an appropriate location, sound financial opportunities and the conservation of resources and energy.

GOAL 2.8.1 Planned Community Development

"Promote site development flexibility for properties which have long-term development plans, which are suitable for a variety of intensity and density of development"

The goal of the property owners is to implement a long term development plan that will benefit the community enormously and will meet the needs of the population growth of the area for the next 20 years.

Innovative Community design concepts will be incorporated in the property site planning, as approval of this amendment will provide. This amendment will also accomplish better use of the natural areas and topography with sensitivity to balancing the land uses on the site.

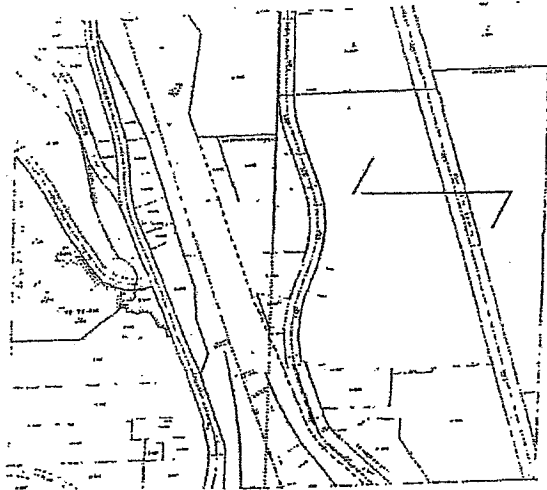
5. Is there public support for this proposal? (i.e. have you conducted community meetings, etc.)?

The Applicant understands that proposals to amend the Comprehensive Plan Map are not usually specific to any particular use. To that degree, there has been no public response.

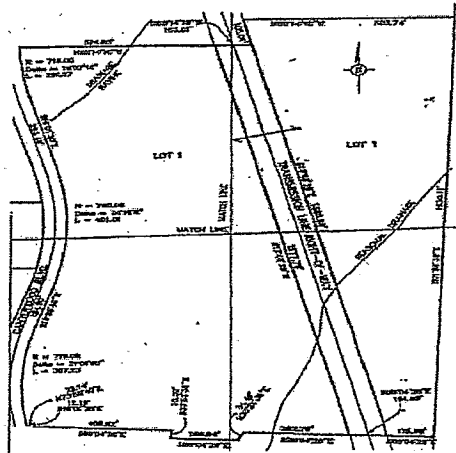
However, because the Applicant has made a detailed application to the State of Washington for a Certificate of Need for a Hospital on this site, there have been public meetings and responses to the specific use of this property as a Hospital campus.

As evidenced by the issuance of the Certificate of Need by the Washington State Department of Health, the residents of Gig Harbor and the Peninsula overwhelmingly support the need for building a new hospital. Public support for this proposal has been dramatic, with thousands of letters being received by the Department of Health for the new facility.

6. Identify the location of the subject property on a Pierce County Assessor's map, which has been dated and signed by the applicant



LOT 1 of BLA #200407080296



Applicant Franciscan Health System - West

Signature *[Handwritten Signature]*

Date 1/28/05

2005 Comprehensive Plan Amendment - Land Use Map - Franciscan Health System - West App.

Comprehensive Plan Amendment
Land Use Map

Franciscan Health System-West Application

List of Exhibits – Attachments

Exhibit:

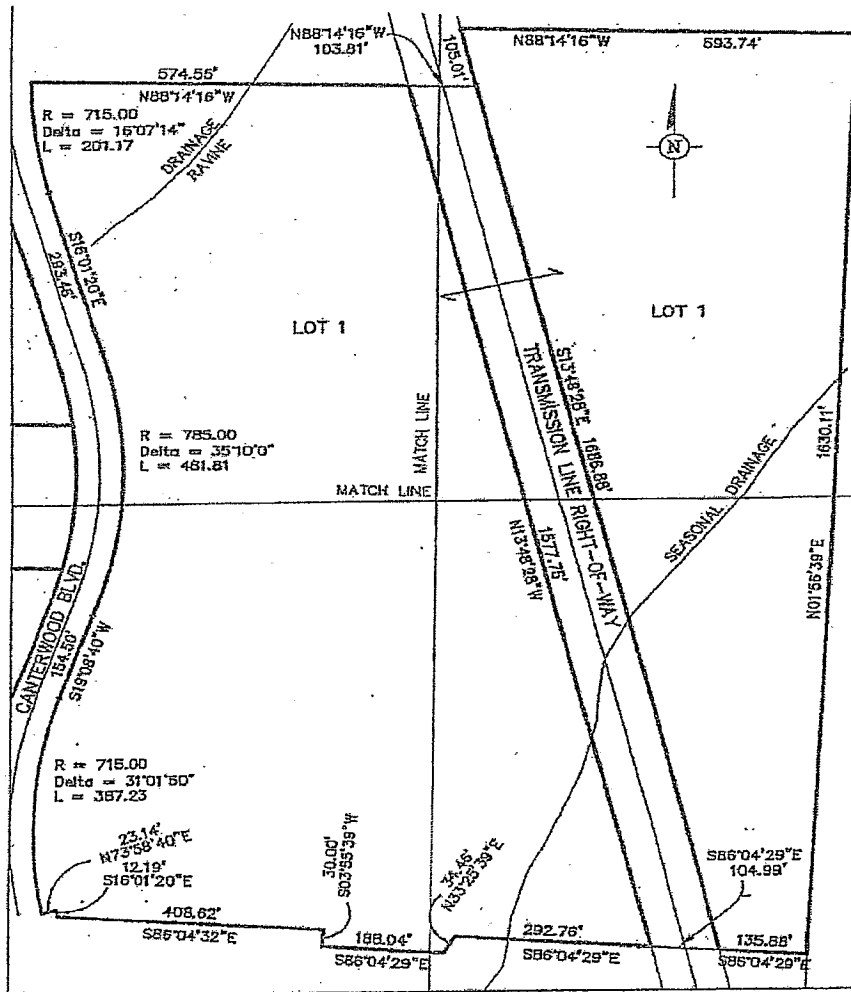
- “A” - Recorded BLA Map and legal description of Subject Property**
- “B” - Map of Existing Land Use**
- “C” - Map of Proposed Land Use**
- “D” - Fact Sheet**
- “E” - Additional conditions**
- “F” - SEPA Environmental checklist**
- “G” - Traffic Impact Analysis (Under Separate Cover)**

Exhibit "A"

Legal description:

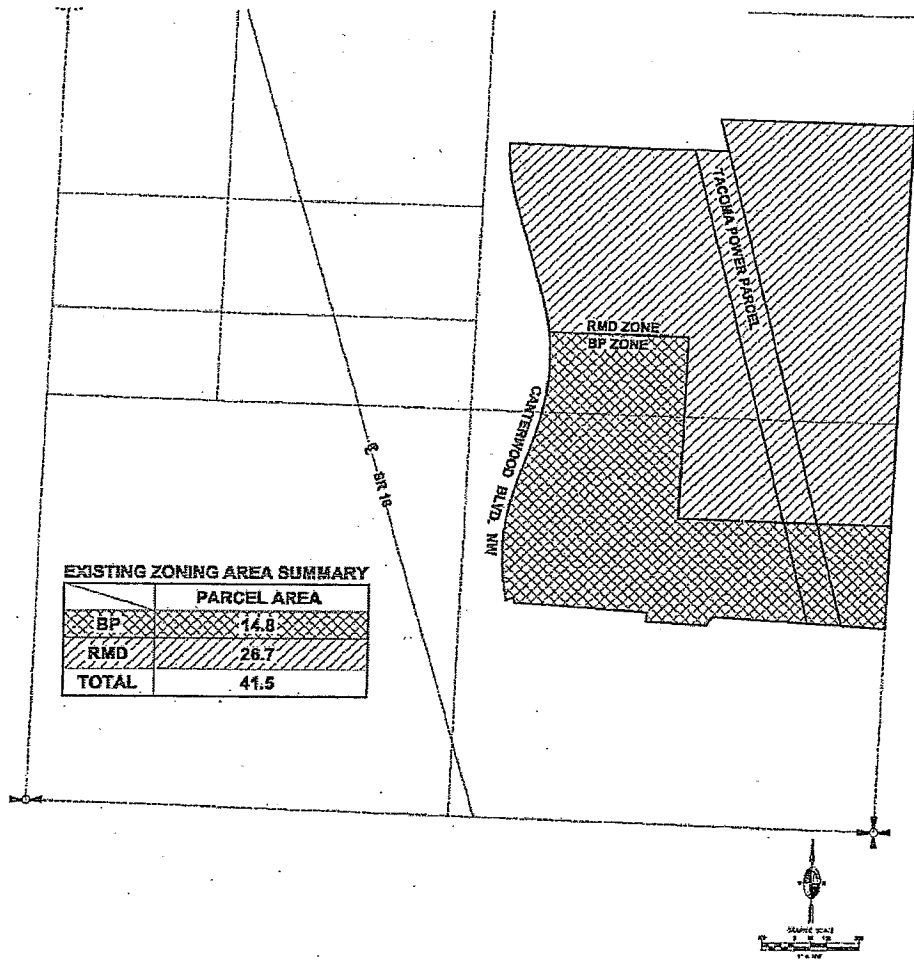
Lot 1 of Boundary Line Adjustment
AFN# 200407080296

Assessors map



2005 Comprehensive Plan Amendment - Land Use Map - Franciscan Health System - West App.

Exhibit "B" Map of EXISTING Land Use

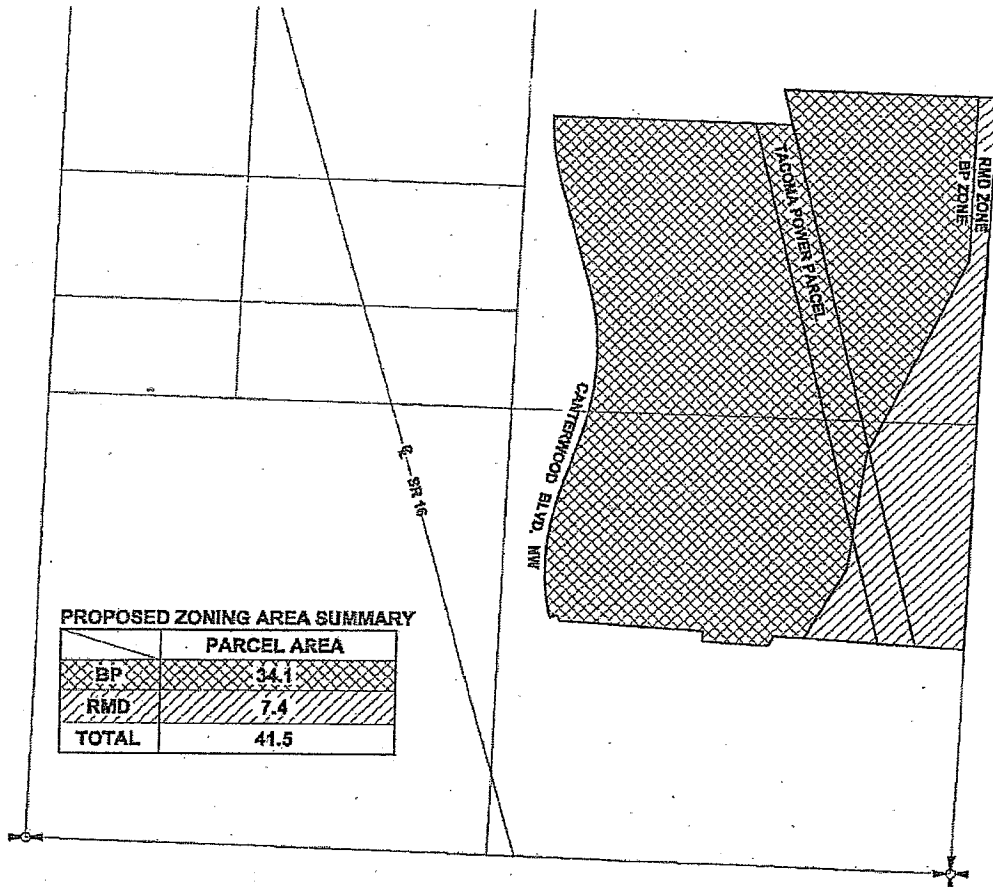


EXISTING ZONING AREA SUMMARY	
	PARCEL AREA
BP	14.8
RMD	26.7
TOTAL	41.5

	EXISTING ZONING MAP St. Anthony Hospital	PREPARED BY THE KING COUNTY FRANCISCAN HEALTH SYSTEM <small>1000 1st Ave., Suite 1000 Seattle, WA 98101 TEL: 206.462.1000</small>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">DATE</td> <td style="font-size: 8px;">BY</td> <td style="font-size: 8px;">REVISION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	DATE	BY	REVISION									
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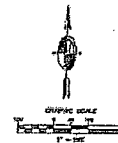
2005 Comprehensive Plan Amendment - Land Use Map - Franciscan Health System - West App.

Exhibit "C" Map of PROPOSED Land Use



PROPOSED ZONING AREA SUMMARY

	PARCEL AREA
BP	34.1
RMD	7.4
TOTAL	41.5



<p>PROPOSED ZONING MAP St. Anthony Hospital</p>	<p>THE HANCOCK COMPANY FRANCISCAN HEALTH SYSTEM 1411 Centre Ave. Suite 700 West Des Moines, IA 50319 781.582.4200</p>	<p>ADJWL ARCHITECTS PLANNERS ENGINEERS</p>	<p>DATE: _____</p>	<p>SCALE: _____</p>	<p>PROJECT: _____</p>	<p>DATE: _____</p>
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2005 Comprehensive Plan Amendment - Land Use Map - Franciscan Health System - West App.

Exhibit "D"

Fact Sheet

St. Anthony Hospital

Comprehensive Plan Amendment

June 1, 2004

Property Owner:
Franciscan Health Systems West
Laure Nichols, Vice President
1717 J Street
Tacoma, WA

2005 Comprehensive Plan Amendment - Land Use Map - Franciscan Health System - West App.

Fact Sheet

St. Anthony Hospital Comprehensive Plan Amendment

I. Purpose:

The Franciscan Health Service has been working on its proposal to build a hospital in Gig Harbor for over 3 years. To date, this work has been focused on the necessary analysis and approvals from the State Department of Health. On May 16, 2004, the Department of Health rendered its decision, approving the Franciscan's application for a Certificate of Need to build an 80-bed hospital in Gig Harbor.

As FHS initiates its efforts to plan, design, and construct a state of the art hospital in Gig Harbor, it is requesting an amendment to the Comprehensive Plan for Gig Harbor. The bottom line of the amendment is to 1. Increase the amount of "Business Park" or BP zoned property on the approved site by 18.8 acres, and 2. Reconfigure the existing zoning to allow for greater flexibility in master planning the site.

II. Vision for the St. Anthony Hospital site:

- Vision - FHS proposes to develop a state-of-the-art hospital and medical campus to serve the needs of peninsula residents for generations to come. In addition to St. Anthony Hospital, FHS envisions constructing medical office facilities to attract and retain the necessary medical specialists who will be practicing at the hospital. It is important to recognize the long-term impact and commitment represented by establishing a new hospital. St. Anthony represents an investment and commitment by FHS that truly will span decades. In establishing the new medical facility, it is the intention of FHS to develop St. Anthony in a way that is compatible with the existing high quality character of the City of Gig Harbor.
- Planning Objectives - In the development of initial planning for St. Anthony, FHS has established some Guiding Principles to provide the framework for the new hospital. The initial plan will be designed in accordance with these guiding principles for the project, which include:
 - Flexibility
 - Good Neighbor
 - Safety

In addition to the guiding principles, FHS has the following objectives in mind in the design of the new facility:

- Create a high quality project commensurate with the existing unique character of the City.
- Create a project that embraces the planning goals of the Growth Management Act.
- Work creatively and responsibly to incorporate unique natural features and environmentally sensitive areas into the site plan.
- Develop a project that is economically sound over the long term.

III. Economic Benefits

The establishment of St. Anthony Hospital in Gig Harbor will be an economic force in a number of ways:

1. Construction – the \$100 million project will provide a number of local jobs in the construction of the new facility over the next 3 years. This goes beyond just the wages for the contractors and consultants, but includes a significant “ripple effect” of goods and services used during the construction.
2. Family Wage Jobs – Upon completion, St. Anthony will provide over 400 jobs with an average wage of over \$40,000. This does not include jobs associated with the medical office complex or the physicians on staff. Many of these individuals will choose to reside in the Gig Harbor area, having even greater economic impact.
3. Infrastructure – The establishment of St. Anthony represents an investment in community infrastructure that will assist in the future economic viability of the region. Local access to healthcare will be an important item prospective new employers evaluate in the establishment of their businesses in the area. A state-of-art medical facility, like a strong school system, creates the necessary underpinnings to attract new business.

IV. Current Action Before the City Council

In order to execute the project as planned, FHS is requesting the City's Comprehensive Plan be amended to allow for:

- An additional 18.8 acres of Business Park (rezoned from RMD)
- A map amendment better configuring the BP zone on the site itself.

V. Quality of Life Benefits

- A. Sense of Identity. St. Anthony Hospital will add to the development of Gig Harbor North, enhancing its sense of identity. The hospital and medical office space will be carefully planned and designed to fit the vision of Gig Harbor and the surrounding community.
- B. Reduced Dependence on Narrows Bridge and Trips to Silverdale. St. Anthony will provide the needed medical services in Gig Harbor. As documented in the Certificate of Need application, approved by the Department of Health, a number of Gig Harbor residents currently travel out of their home town for these services, which should be available locally. This will improve access to services as well as a patient's family's ability to be with their loved one.
- C. Access - The establishment of St. Anthony on Canterwood Drive NW positions it for easy access from State Highway 16. This is crucial, especially for emergency responders serving the peninsula.

Exhibit "E"
Additional Conditions

As a condition of approval of its Amended Site-Specific Amendment Application to amend the City of Gig Harbor Comprehensive Plan Land Use Map and as a mitigation measure in any determination made by the City of Gig Harbor in response to the related Environmental Checklist (Exhibit "F"), Franciscan Health System-West (the "Applicant") will agree to enter into a development agreement (the "Agreement") with the City of Gig Harbor that will require Applicant to file an application for a conditional use permit seeking to develop the PCD-BP portion of the property with a hospital having a maximum of eighty (80) beds and a medical office building containing no more than one hundred thousand (100,000) square feet of gross leaseable area. The Agreement will provide that if the conditional use permit is granted, Applicant will agree, by means of another development agreement, condition of approval, mitigation measure, restrictive covenant, or other means acceptable to the City, to limit the use of the PCD-BP portion of its property to hospital, medical office building and related uses and to restrict the PCD-RMD portion of its property to uses permitted in that district that do not involve the construction of a building (e.g., open space, passive recreational uses, buffering, trails, etc.), provided that the PCD-RMD portion so restricted may be used by Applicant to satisfy any requirement to set aside an area for natural vegetation, open space, trails, passive recreation, buffering and the like that may be imposed upon its development of the PCD-BP portion of the property. Such restriction of the PCD-RMD portion of Applicant's property would be subject to the existing transmission line right-of-way and related maintenance road owned by Tacoma Power as they currently exist or as they may be relocated. Future improvements to the PCD-BP portion (which would then be limited to hospital, medical office building, and related uses) would be reviewed in accordance with the State Environmental Policy Act (SEPA) and the City of Gig Harbor zoning and development regulations then existing.

Applicant believes that because of its willingness to limit the kind of development that may take place on the PCD-BP portion of its property and its willingness to restrict all building development on the PCD-RMD portion of its property, the development of its property with a hospital and medical office building as described above will not increase the intensity of traffic and other impacts associated with the uses and densities that are now permissible on its property under the current zoning configuration.

2005 Comprehensive Plan Amendment - Land Use Map - Franciscan Health System - West App.



COMMUNITY DEVELOPMENT DEPARTMENT

**Staff Report to the Planning Commission
Community Development Department
Comprehensive Plan Amendment #05-03
HMT Partnership**

I. REQUEST

The applicant is proposing an amendment to the 2002 (as amended in 2003) City of Gig Harbor Wastewater Comprehensive Plan to reconfigure the design and location of future wastewater infrastructure improvements in the C-7 basin.

II. GENERAL INFORMATION

APPLICANT:

HMT Partnership
P.O. Box 492
Gig Harbor, WA 98335

AGENT/CONTACT:

Carl Halsan
P.O. Box 1447
Gig Harbor, WA 98335
(253) 858-8820
(253) 858-9816 Fax

III. BACKGROUND INFORMATION

The proposed amendment to the City of Gig Harbor Wastewater Comprehensive Plan is to provide sewer service for a proposed single family development on parcel numbers 0221172115 and 0221172076 which are located in the C-7 basin. A review of the proposal was conducted by Hammond Collier Wade Livingstone (consulting engineers) which included:

- Conducted a capacity study of the existing sewer line in 34th Street and adjoining sewer infrastructure.
- Generated sewerage flow calculations of the additional parcels.
- Analyzed the proposed conveyance system for feasibility to serve both the immediate development and the adjacent sewer basin.
- Prepared a written report with supporting technical data and recommendations.

The findings of this review have been attached to this staff report.

IV. APPLICABLE LAND-USE POLICIES/CODES

The February 2002 City of Gig Harbor Wastewater Comprehensive Plan provides recommendations, cost estimates, and other information for use in planning required improvements to the City of Gig Harbor's sewer system and wastewater treatment plant. Specific recommendations for the C7 basin (38th Avenue from 60th Street to the south boundary of the UGA) are identified in Chapter 6, Collection System Expansions of the Plan on pages 6-10 through 6-12 (attached).

V. PUBLIC NOTICE

The City Council adopted Resolution No. 646 on April 11, 2005 which revised Resolution No. 631 and established the work program for the processing of individual Comprehensive Plan amendments in 2005.

Notice of January 19, 2006 Planning Commission public hearing was published in the Peninsula Gateway on January 4th and 11th.

Notice of April 20, 2006 Planning Commission public hearing was published in the Peninsula Gateway on April 5, 2006.

Additional notice was also provided on the City website.

VI. SEPA DETERMINATION

On July 14, 2005, the City of Gig Harbor, as lead agency for this proposal, issued a final Determination of Significance for three proposed Comprehensive Plan Amendments. A Draft Supplemental Environmental Impact Statement (DSEIS), prepared by David Evans and Associates Inc. and Mark Personius, AICP, was issued on January 3, 2006. The requisite comment period ran from January 4, 2006 to February 1, 2006. A Final Supplemental Environmental Impact Statement (FSEIS) was issued on April 5, 2006.

The appeal period ends on April 19, 2006, no appeals of the Final Supplemental environmental Impact Statement (FSEIS) have been filed as of the date of this staff report.

VII. ANALYSIS

The proposed amendment was analyzed by Hammond Collier Wade Livingstone (consulting engineers) on behalf of the City of Gig Harbor. The findings and conclusion of this analysis are outlined in the February 3, 2005 report prepared by Robin D. Nelson, P.E. (attached). Specific mitigation measures for the proposed amendment are outlined in the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS).

Transportation impacts would be mitigated by payment of the city's traffic impact fee, and compliance with the city's concurrency management ordinance. Because of the existing LOS deficiency at the intersection of 38th Avenue NW and 56th Street NW, and the lack of a currently funded improvement to correct that deficiency, development approval on this site must be denied unless or until a financial strategy is in place to provide the needed improvements to remove the LOS deficiency. Capacity improvements for this intersection have been developed in City plans for the 56th Street NW/Olympic Drive NW corridor, including additional approach lanes, turn pockets, and signal revisions; however, these improvements are not funded. These improvements will add new capacity equal to approximately 1,800 peak hour vehicles, for the corridor and also to this deficient intersection. The proposed development's proportionate share of future capacity for this intersection and improvements to the overall corridor is $18/1800 = 1.0$ percent. In order to remove the capacity deficiency at the intersection, however, a specific capacity improvement at the intersection must be provided that is at least commensurate with the magnitude of the development's impacts. Under GMA, the applicant has the options to provide an improvement of such magnitude, or wait for others to provide the improvement, or to modify the development proposal to reduce the site impacts.

VIII. FINDINGS OF FACT

1. Pursuant to the Washington State Growth Management Act (GMA), proposed amendments or revisions to the comprehensive plan can be considered no more frequently than once every year (RCW 36.70A.130 (2)(a)).
2. The City of Gig Harbor SEPA Responsible Official issued a final Determination of Significance for three proposed Comprehensive Plan Amendments on July 14, 2005. A Draft Supplemental Environmental Impact Statement (DSEIS) was issued on January 3, 2006 and the Final Supplemental Environmental Impact Statement (FSEIS) was issued on April 5, 2006.
3. Site-specific mitigation measures for the proposed amendment are outlined in the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS).
4. The proposed amendment will not generate or discharge additional flows other than what was identified in the 2002 City of Gig Harbor Wastewater Comprehensive Plan update.
5. The proposed amendment will have no adverse impact to the existing conveyance system downstream.

6. The proposed improvements will not have any adverse impacts to the environment. The developer will be responsible for submitting a SEPA checklist for review and processing by the City prior to construction.
7. The capital improvements associated with the amendment will be funded by the developer and City funds will not be expended as part of the project.
8. The City Engineer has reviewed the proposed amendment; the February 3, 2005 report prepared by Robin D. Nelson, P.E. of Hammond Collier Wade Livingstone; and recommends approval of the amendment as proposed.

IX. RECOMMENDATION

I recommend **approval** of the HMT Partnership City of Gig Harbor Wastewater Comprehensive Plan Amendment #05-03 based on the aforementioned findings of fact and subject to the following site-specific mitigation as identified in the April 5, 2006 Final Supplemental Environmental Impact Statement (FSEIS):

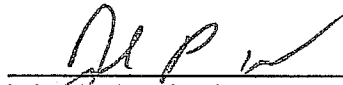
The following detailed mitigation plan is provided for future reference in subsequent development review processes, regarding the specific developments currently proposed on the sites affected by the comprehensive plan amendments evaluated in this FSEIS. The analysis of impacts and the recommended mitigation described in this FSEIS may be relied on for SEPA review purposes; however, the final mitigation requirements for each development will not be determined until completion of additional phases of development review. Additional mitigation may be required to comply with all conditions of GHMC, whether specified in this FSEIS or not.

- Construct planned 8-inch gravity sewer main in 56th Street NW/Olympic Drive, from 38th Avenue NW eastward to planned lift station. Construct lift station. Construct 4 inch force main from lift station to existing sewer main in Olympic Drive near 34th Avenue NW;
- Construct planned 8-inch gravity sewer mains from the site southward, via 38th Avenue NW and via the extension of 34th Avenue NW, to connect to above-described sewer mains in 56th Street NW/ Olympic Drive NW;
- Construct on-site 8 inch sewer mains for gravity flow to 34th and 38th Avenues without the use of a lift station or force main on the development site;
- Pay the city's traffic impact fee, based on 23 single-family dwelling units; &
- Construct left-turn pockets on 38th Avenue NW approaching 56th Street SW, northbound and southbound, and provide necessary matching reconstruction of pavement on both approaches to current city standards including curb/gutter/sidewalk parallel to the length of the left-turn pockets, and provide necessary matching signal control revisions. Alternatively, agree to one percent of the cost of the corridor improvements planned for

56th Street NW/Olympic Drive NW, as a contribution to the financial strategy to complete this corridor within six years.

The applicant shall submit full civil drawings prepared by a Washington State P.E. conforming to all City Public Works Standards, Policies and Procedures.

A Level 1 site specific Traffic Impact Analysis shall be required for City review and approval.

Project Planner: 

John P. Vodopich, AICP
Community Development Director

Dated this 13th day of April, 2006

City of Gig Harbor Wastewater Comprehensive Plan Chapter 6, Collection System Expansions - C7 Basin

Gray & Osborne, Inc., Consulting Engineers

20-YEAR COLLECTION SYSTEM EXPANSIONS

C6: GIG HARBOR NORTH (EAST SIDE)

Basin C6 will be developed as a planned community, with residential, business, commercial and mixed-use land used. The basin has a projected 20-year population of 1,225 people, and 58 acres are zoned commercial. The total area of the basin is 227 acres. Development of the planned community will occur in the near future, making this basin a relatively high priority for sewer service.

Proposed capital improvements are summarized in Figure 6-7. Because the area is not yet fully platted, the layout of lateral lines is not shown. A gravity trunk line will flow south from the proposed east-west road to an existing sewer pipe just north of downtown. Wastewater from basin C6 will flow through lift station 2.

Construction costs will be paid for by the developers of Gig Harbor North. A cost estimate for capital improvements in basin C6 is summarized in Table 6-10:

TABLE 6-10

Construction Cost Estimate for Basin C6 (2000 dollars)

Component	Unit	Quantity	Unit Cost	Total Cost
10" Gravity Sewer*	FT	6,200	\$160	\$ 992,000
Manholes*	EA	30	\$2,000	\$ 60,000
Subtotal				\$1,052,000
Sales Tax (8.1%)				\$ 85,212
Subtotal				\$1,137,212
Contingency (20%)				\$ 227,442
Subtotal				\$1,364,654
Engineering, Overhead and Administration (25%)				\$ 341,164
Total Cost				\$1,706,000

*Estimated size based on incomplete information on road alignment. Lateral lines are not included in the quantity estimations.

C7: 38TH AVENUE FROM 60TH STREET TO THE SOUTH BOUNDARY OF THE UGA

Basin C7 has a projected 20-year population of 768, not including the Woodland Creek Estates which already has sewer service. A total of 28 acres in the basin are zoned commercial. The total area of the basin is 166 acres. Reports of failing septic tanks could potentially make this basin a high priority for sewer service, however the high cost per unit will likely delay sewer service beyond the 6-year planning period.

Proposed capital improvements are summarized in Figure 6-8. The basin will be served by an 8" trunk line on 38th Avenue, with 8" lateral lines on 60th Street, Olympic Drive, Norwood Estates, and Briarwood Lane. Additional lateral lines, not shown in the figure, will be constructed on private roads within the basin.

Due to the topography of this basin, two lift stations will be required. One lift station will be located on a City-owned lot on 40th Street Ct. that will serve 44 lots on 40th Street Ct., 35th Ave. Ct., and 35th Avenue. A 1,900-foot, 4" force main will be installed along 40th St. Ct. and 35th Avenue from the lift station to the proposed gravity sewer on Briarwood Lane. The lift station will be sized for 120 gpm in order to maintain the minimum scouring velocity in the force main. The pump will be sized for a TDH of approximately 100 feet.

A second lift station will be located at the low point of 38th Avenue, and will discharge into a force main connecting to Manhole 8-31. The pump station on 38th Avenue will serve all of basin C7, plus Woodland Creek Estates. The existing Woodland Creek Estates lift station will be abandoned, and wastewater from this subdivision will flow by gravity to the proposed sewer on 38th Avenue. It is assumed that there is no salvage value in the existing lift station.

Sizing criteria for the proposed lift station on 38th Avenue are given in Table 6-11. The populations and areas given below include all of basin C7, plus Woodland Creek Estates, minus the area served by the proposed lift station on 40th Street.

TABLE 6-11

Sizing Criteria for the Proposed Lift Station on 38th Avenue

Flow Component	Unit	Quantity (unit)	Unit Flow (gal/unit/day)	Peak Factor	Peak Hour Flow (gpm)
Infiltration and Inflow	Acre	162	1,100	N/A	124
Residential Population	Capita	740	61	3.9	122
Commercial Acreage	Acre	28	732	3.9	56
Subtotal Peak Flow (gpm)					302
Capacity of Proposed Lift Station on 40 th Street (gpm)					120
Design Capacity for Proposed Lift Station on 38th Avenue (gpm)					422

The 38th Avenue lift station will require a pump with a capacity of 430 gpm at 200' TDH, and a second pump of equal capacity. A 2,600-foot, 6" force main will have an alignment along 38th Avenue through Woodland Creek Estates up to the existing Manhole 8-2 on Point Fosdick Drive.

Three houses on 40th Street Ct are below street level, and the homeowners will need to install individual grinder pumps to connect to the sewer.

Because basin C7 is almost entirely developed, existing homeowners will pay the construction costs, possibly by one or more ULID formations. A construction cost estimate for basin C7 is summarized in Table 6-12:

TABLE 6-12
Construction Cost Estimate for Basin C7 (2000 Dollars)

Component	Unit	Quantity	Unit Cost	Total Cost
8" Gravity Sewer	FT	16,000	\$ 140	\$2,240,000
4" Force Main	LS	2,200	\$ 80	\$ 176,000
6" Force Main	FT	2,600	\$ 100	\$ 260,000
Lift Station on 40 th Street (120 gpm, 100' TDH)	LS	1	\$100,000	\$ 100,000
Lift Station on 38 th Avenue (430 gpm, 200' TDH)	EA	1	\$200,000	\$ 200,000
Backup Generator	EA	2	\$ 40,000	\$ 80,000
Abandon Lift Station 11	LS	1	\$ 20,000	\$ 20,000
Manholes	EA	55	\$ 2,000	\$ 110,000
Subtotal				\$3,186,000
Sales Tax (8.1%)				\$ 258,066
Subtotal				\$3,444,066
Contingency (20%)				\$ 688,813
Subtotal				\$4,132,879
Engineering, Overhead and Administration (25%)				\$1,033,220
Total Cost				\$5,166,000

C8: REID DRIVE FROM OLYMPIC VILLAGE TO HUNT STREET, AND 28TH AVENUE

Basin C8 has a projected 20-year population of 889 people. A total of 23 acres in the basin are zoned commercial, including 19 acres in Olympic Village that already have sewer service. The total area of the basin is 170 acres. Reports of failing septic tanks make this basin a relatively high priority for sewer service.

Proposed capital improvements are summarized in Figure 6-9. An 8" gravity line will serve Olympic Village and Reid Drive. The existing lift station serving the Olympic Village will be abandoned, and a new lift station will be constructed at the low point of Reid Drive between Olympic Village and Hunt Street. The forcemain from this proposed new lift station will connect with the existing forcemain on the abandoned lift station, which leads to a manhole at the top of Soundview Drive. Lots to the east of Reid Drive will require individual grinder pumps to connect to the gravity sewer.

**February 3, 2005 report prepared by Robin D. Nelson, P.E. of
Hammond Collier Wade Livingstone**

Exhibit A

**February 2002 Wastewater Comprehensive Plan
2004 Annual Amendments**

COLLECTION SYSTEM EXPANSIONS AMENDMENT

SYSTEM EXPANSION C-7 (38TH Avenue NW)

SUMMARY

This Annual Amendment was initiated by a developer to provide sanitary sewer service to a parcel located north of 56th Street NW and east of 38th Avenue NW. The parcel is underdeveloped and the current single family residence is served by on-site septic system. The developer desires to improve the parcel in accordance with the designated land use defined in the City of Gig Harbor's Comprehensive Plan, R - 1 (3du/ac). Figure 1 identifies the parcel proposed for development.

The proposed site is located in Basin C-7 identified in the City's Wastewater Comprehensive Plan. Basin C-7 is zoned primarily residential single family with low or moderate densities. The wastewater generated from this basin, particularly the proposed development identified in figure 1, would be domestic wastewater.

The proposed capital improvements to be completed within the 20 year planning horizon for drainage basin C-7 were amended in the 2003 Annual Amendments process. Figure 1 summarizes these amendments to the 2002 Wastewater Comprehensive Plan. Specifically, Olympic Drive (56th Street NW) would no longer be served by a gravity lateral sewer main extended from 38th Avenue NW. Approximately 384 LF of 8 inch gravity sewer would be installed flowing easterly to a new pump station along the south side of 56th Street NW. The 120 gpm lift station would pump the wastewater south easterly approximately 779 LF through a 4 inch force main to the existing gravity main along Olympic Drive.

These improvements would serve approximately six connections with an estimated sewage flow of 300 gallons per day per connection, which is consistent with the unit flows identified in the City's Wastewater Comprehensive Plan. 1800 gallons per day or 1.75 gallons per minute would discharge to the proposed lift station. The lift station capacity far exceeds the flows generated from the 6 connections identified in the 2003 Amendment and provides flexibility for the future amendments.

The 2004 Amendment is shown in Figure 2. The new capital improvements for this 2004 amendment will require implementation of proposed 2003 amended capital improvements, prior to or concurrently, to serve the northerly portion of drainage basin C-7. Due to the timing for the proposed arterial improvements to 56th Street NW and recent development pressure the demand for public sewers in this sub-region of basin C-7 north of 56th Street NW is increasing.

The 2004 proposed amendment would still consist of extending an 8-inch sewer main north along 38th Avenue NW to approximately 60th Street NW. However, the sewer main would connect to the proposed 8-inch gravity sewer flowing easterly along Olympic Drive (56th Street NW) per the 2003 annual amendment for the basin C-7. The wastewater flow would then enter the proposed Lift

Station and pumped through the 4 inch force main to the existing gravity sewer along Olympic Drive installed as part of ULID No. 2.

This 2004 amendment proposes to extend the 8 inch gravity sewer north along 38th Avenue toward the intersection with Olympic Drive. The gravity main would terminate prior to the intersection. This small extension would primarily provide gravity sewer service to the lots fronting 38th Avenue to the east and within the C-7 service area boundary. The proposed 8 -inch extension has more than adequate capacity to serve the current land use defined. At Department of Ecology minimum slope criteria for an 8 inch sewer main, the capacity of the proposed extension is 358 gallons per minute. To give this capacity perspective, the entire sub-basin which this extension is a small part has a peak domestic flow of 320 gallons per minute.

In order to maximize gravity sewer service within this sub-region, a small 8-inch main extension north along what would be the extension of 34th Avenue NW is proposed as well. This small extension of 100 LF would serve the remaining sub-regions easterly slopes of the localized depression and sensitive area immediately north of 56th Street.

The 2004 proposed capital improvements will not change the service area of drainage basin C-7 and maximizes gravity sewer service. The improvements will not require increasing the size of the pump station proposed for the 2003 amendment. The added flow will actual reduce retention times in the lift station and insure scouring velocities in the 4-inch force main of greater than 2.0 feet per second.

The 2003 improvements are anticipated to be constructed in the next 5 – 6 years. Construction of the gravity sewer and force main is anticipated to be part of the 56th Street Improvements project. The lift station would be constructed by private development. Should private development preclude the roadway project, then all improvements would be funded and constructed by private development.

The 2004 amended improvements are contingent upon implementation of the proposed 2003 amended capital improvements. All 2004 improvements would be entirely funded and constructed by private developers. The 8-inch gravity main should be installed with sufficient depth to maximize gravity service to the north along 38th Avenue NW and 34th Avenue NW.

IMPACTS

Existing City Facilities

The proposed capital improvements identified in this 2004 amendment will not generate or discharge additional wastewater flows other than what was identified in the original 2002 Wastewater Comprehensive Plan update. It will increase the flow tributary to the proposed modifications identified in the 2003 Annual Amendment for drainage basin C-7.

The proposed improvements identified in the 2003 amendment include an 8- inch gravity sewer main, 120 gpm lift station and 4-inch force main. The additional flow from the remaining service area north of 56th Street NW will generate approximately 109,234 gpd peak flow or 76 gpm. Couple this with the projected 1800 gpd flow for the 2003 Amendment and the total tributary flow to the lift station is still well below the proposed capacity of 120 gpm. More importantly, the added flow will improve the operation and reduce possible septic conditions occurring as a result of low flows.

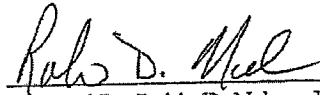
The 2003 Amended capital improvements were identified to have no adverse impact to the existing conveyance system downstream. The capacity of the lift station will not change therefore, if the 2003 amended improvement have no adverse impact neither will the 2004 proposed capital improvements.

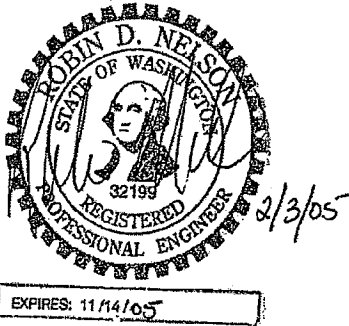
Environmental

The proposed improvements will not have any adverse impacts to the environment. A SEPA checklist will be required for the improvements prior to construction. The private developer will be responsible to complete the checklist and for review and processing in accordance with the City's Community Development policies.

Fiscal

Funding for the 2004 amended capital improvements will be provided entirely by the developer. City funds will not be expended as part of the project.


Prepared By: Robin D. Nelson, PE





Police Department

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: FIRST READING OF ORDINANCE-RELATING TO THE HARBOR
CODE: 1) CORRECTING OUTDATED STATUTORY
REFERENCES AND 2) ADOPTING PENALTIES FOR
VIOLATIONS
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

This Harbor Code ordinance adopts by reference RCW 79A.60 which outlines the regulation of recreational vessels. Our current municipal code adopted the related regulations under Chapter 88.12, which has subsequently been changed to RCW 79A.60. The content of the above mentioned statutes deal with the same subject matter.

Additionally, this ordinance establishes a monetary penalty of One Hundred Dollars (\$100.00) for all civil infraction violations

The ordinance has been reviewed and approved by City Attorney Carol Morris.

FISCAL IMPACTS

The adoption of this Harbor Code ordinance will not cause additional costs for the City of Gig Harbor.

RECOMMENDATION

I recommend that Council authorize the Mayor to adopt the attached Harbor Code ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE HARBOR CODE, CORRECTING OUTDATED STATUTORY REFERENCES AND ADOPTING PENALTIES FOR VIOLATIONS OF THE HARBOR CODE, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 8.24.016, ADOPTING A NEW SECTION 8.24.015.

WHEREAS, the City's Harbor Code adopts chapter 88.12 RCW by reference; and

WHEREAS, the Washington State Legislature recodified chapter 88.12 RCW into chapter 79A.60 RCW, "Regulation of Recreational Vessels; and

WHEREAS, a penalty section is needed for the enforcement of chapter 8.24 of the Gig Harbor Municipal Code; and

WHEREAS, WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of _____ and _____, 2006; Now, Therefore,

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

Section 1. Section 8.24.016 of the Gig Harbor Municipal Code is hereby amended to read as follows:

8.24.016 Chapter ~~88.12~~ 79A.60 RCW adopted by reference.

Chapter ~~88.12~~ 79A.60 RCW, 'Regulation of Recreational Vessels,' as the same now exists or may hereafter be amended, is hereby adopted by reference, as if fully set forth herein.

Section 2. A new Section 8.24.015 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

8.24.015 Penalties.

A. The penalties for violations of Gig Harbor Municipal Code Sections 8.24.012, 8.24.017, 8.24.018, 8.24.020, 8.24.022, 8.24.024, 8.24.026, 8.24.028, 8.24.030, and 8.24.034 shall be a civil infraction pursuant to chapter 7.84 RCW, and shall be subject to a monetary penalty of One Hundred Dollars (\$100.00). Each day

during any portion of which a violation of any provision of the aforementioned sections is committed is a separate offense.

B. The penalties for violations of chapter 79A.60 RCW shall be as specifically identified in that chapter. Violations designated as infractions in chapter 79A.60 RCW shall be misdemeanors, as set forth in RCW 79A.60.020. Violations designated as civil infractions in chapter 79A.60 RCW shall be a civil infraction pursuant to chapter 7.84 RCW, subject to a monetary penalty of One Hundred Dollars (\$100.00).

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. Adoption of Chapter 79A.60 RCW by Reference. Pursuant to RCW 35A.12.140, a copy of chapter 79A.60 RCW is attached to this ordinance as Exhibit A. While this ordinance and the attached statute are being considered for adoption, a copy shall be filed in the office of the City Clerk for examination by the public.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 200_.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 6/7/06
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: "ROAD MAP" FOR INTERCHANGE IMPROVEMENTS ON SR-16
- CONSULTANT CONTRACT AUTHORIZATION
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

In order to facilitate a long term solution to the predicted future traffic deficiencies expected to occur within the Gig Harbor North area, consultant services are needed to assist the City in its effort to improve the existing SR-16/Burnham Interchange and develop a new interchange at 144th Street NW.

David Evans and Associates, Inc. (DEA) is currently working for the City on a number of traffic and transportation planning issues. A complete traffic study and traffic model has been developed for the Gig Harbor North area and a traffic model is being developed for the entire City. DEA has assisted the City with updating and revising the City's transportation plan element. DEA has also developed and reviewed a number of proposals and concepts for improving traffic at the Burnham Drive Interchange. Mr. Gerry Smith will be the primary service provider from DEA and will act as a project advocate for the City. Mr. Smith was previously employed by WSDOT as a District Administrator. He is very familiar with WSDOT operations, procedures and requirements for the development or improvement of WSDOT facilities including new or improved interchanges. He is familiar with existing WSDOT staff for the Olympic Region and has an existing working relationship with them. Other DEA staff may also be involved to provide professional and technical support to the City. Mr. Smith will work as an advocate for the project but will not act as a lobbyist for the City.

The standard consultant services contract is being utilized for this project.

FISCAL CONSIDERATIONS

These services were not anticipated in the adopted 2006 Budget, however funds are available within the City's general street fund for this expenditure.

As work proceeds on the services provided to the City, additional work tasks may arise that will require the support of DEA. All work will be done on an on-call basis from the City and billed at DEA's normal hourly rates as described in Exhibit B.

RECOMMENDATION

I recommend that Council approve a consultant services contract with David Evans and Associates, Inc. for the "Road Map" for interchange improvements on SR-16 in the amount not-to-exceed Twenty-five Thousand Dollars (\$25,000.00).

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

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

RECITALS

WHEREAS, the City is presently engaged in the development and general engineering services of a "Road Map" for interchange improvements and interchange development on SR-16 on an on-call basis and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 25, 2006, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty five thousand dollars and no cents (\$25,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by July 31, 2007, provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take

over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise

from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT	CITY OF GIG HARBOR
Randy A. Anderson, P.E.	Stephen Misiurak, P.E.
Senior Associate, Project Manager	City Engineer
David Evans & Associates, Inc.	City of Gig Harbor
3700 Pacific Highway East, Ste. 311	3510 Grandview Street
Tacoma, WA 98424	Gig Harbor, Washington 98335
(253) 922-9780	(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2006.

CONSULTANT
By: Randy Anderson 5/30/06
Its Principal
SR. ASSOCIATE

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
Randy A. Anderson, P.E.
David Evans & Associates, Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

CITY OF GIG HARBOR
Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____



DAVID EVANS
AND ASSOCIATES INC.

EXHIBIT A TRANSMITTAL

DATE: May 25, 2006 **PAGES:** 1
TO: Mr. Steve Misiurak, P.E. **TELEPHONE NO:** 253-851-8145
City Engineer **FAX NO:** 253-853-7597
3510 Grandview Street
Gig Harbor, WA 98335

FROM: Randy Anderson **TELEPHONE NO:** (253) 922-9780
PROJECT NO: COGH0000-00__ **FAX NO:** (253) 922-9781
PROJECT: Development of a "Road Map" for Interchange Work
SUBJECT: Scope of Work

AS YOU REQUESTED FOR YOUR APPROVAL RETURN REQUESTED
 FOR YOUR INFORMATION RECORDS MANAGEMENT FOR YOUR USE
FOR YOUR REVIEW AND COMMENT

ITEM	COPIES	DATE	DESCRIPTION
1	1	5/25/06	Scope of Services Exhibit A
2	1	5/25/06	Fee Schedule Table Exhibit B

COMMENTS:

Steve---Attached is the scope of work and schedule of rates for the development of a "road map" for interchange improvement and interchange development on SR-16 for the City of Gig Harbor. Revisions have been made to the scope of work as per your request. The work on this project will be done at the request and direction of the City on an on-call basis.

As described in the scope of work all work done on this project will be documented and submitted to the City to verify the work accomplished for the project. The documentation will also keep the City updated on DEA's role of being a project advocate for the improvement and development of interchanges on SR-16. DEA looks forward to working with the City on this project.

If you have any questions regarding either of the attachments, please do not hesitate to contact me.

W/Attachment: As-noted

Cc: file, Gerry Smith

O:\Proposal\2006\2006-21 GIG HARBOR ROAD MAPa 052506.doc

CITY OF GIG HARBOR

EXHIBIT A

SCOPE OF SERVICES for the

DEVELOPMENT OF A “ROAD MAP” FOR INTERCHANGE IMPROVEMENT AND INTERCHANGE DEVELOPMENT ON SR-16 FOR THE CITY OF GIG HARBOR

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City). Exhibit A describes the Scope of Services that will be provided by DEA for this project. The intent of DEA’s effort is to assist the City in its effort to improve the existing SR-16 interchange at Burnham Drive NW and develop a new interchange on SR-16 at 144th Street NW. DEA will provide the City with professional engineering and support services on an on-call basis. This scope of services was prepared at the request of the City.

A substantial number of steps and processes need to be completed before the Washington State Department of Transportation (WSDOT) will improve the existing interchange at Burnham Drive NW or develop a new interchange at 144th Street NW. DEA will provide professional engineering and related services to the City and will also act as a project advocate for the City in the development of this work.

DEA is currently working for the City on a number of traffic and transportation planning issues. A complete traffic study and traffic model has been developed for the North Gig Harbor area and a traffic model is being developed for the entire City. DEA has assisted the City with updating and revising the City’s transportation plan element. DEA has also developed and reviewed a number of proposals and concepts for improving traffic at the Burnham Drive NW interchange.

This scope of services results from a culmination of meetings with City staff and the Mayor of Gig Harbor and previous transportation engineering and planning work that DEA has performed for the City. Mr. Gerry Smith will be the primary service provider from DEA and will act as a project advocate for the City. Mr. Smith was previously employed by WSDOT as a District Administrator. He is very familiar with WSDOT operations, procedures, and requirements for the development or improvement of WSDOT facilities including new or improved interchanges. He is familiar with existing WSDOT staff for the Olympic Region and has an existing working relationship with them. Other DEA staff may also be involved to provide professional and technical support to the City. Mr. Smith will work as an advocate for the project but will not act as a lobbyist for the City.

The primary focus of this work will involve working with WSDOT and providing them with information to allow interchange improvements to be made or a new interchange developed on SR-16. However DEA may also develop and provide information or data

to elected officials or staff persons at the county, state, or federal level that is consistent with the overall scope of work as described herein.

Typical work activities included in this scope of work include but are not limited to acting as a project advocate and facilitator and meeting with WSDOT officials, public officials or staff members, project stakeholders, and the general public. It will also include providing the City with professional engineering, environmental, financial, and planning services.

The following activities provide a “road map” for work tasks that need to be completed or accomplished by the City and other project stakeholders to allow improvement work to be done on the existing interchange on SR-16 at Burnham Drive NW and allow the development of a new interchange at 144th Street NW to occur.

As work proceeds on the services provided to the City, additional work tasks may arise that will require the support of DEA. All work will be done on an on-call basis from the City and billed at DEA’s normal hourly rates as described in Exhibit B.

As a basis for work, DEA will follow standards or criteria developed by WSDOT for the improvement or development of interchanges on limited access state routes.

DEA will provide the City with professional engineering support and services to perform the following work tasks:

1. Meet with WSDOT officials and staff on an as-needed basis to:
 - Act as a project advocate for the City for the development of this work;
 - Build a working relationship with WSDOT to understand what concerns and issues they have regarding the improvement or development of these two interchanges;
 - Investigate and determine what funds or funding sources WSDOT has or may obtain to fund improvement work at these two locations;
 - Get this interchange improvement or development work added to their list of work that needs to be resolved or addressed; and
 - Determine what activities or work products the City can provide WSDOT to allow interchange improvement work to occur.

2. Provide the City with support and information to get the Burnham Drive NW interchange in the State Systems Plan for interchange improvement work. Justification and support to allow this to occur may include:
 - Development of safety information for the work;
 - Development of traffic information so that the efficiency of the existing interchange can be analyzed and determined;
 - Develop congestion relief information for the interchange.
 - Meet with Olympic Region and Headquarters staff as needed to keep this work task moving;
 - Meet with the WSDOT Transportation Commission as needed to keep this work task moving; and
 - Work with WSDOT staff to develop funding scenarios for this improvement work.

3. Provide the City with support and information to assist them in the development of an Interchange Justification Report (IJR) for the interchange. To accomplish the preparation of this report DEA may provide the City with the following:
 - Preparation all portions of the IJR;
 - Traffic forecasting and/or traffic modeling services;
 - Engineering design service; and
 - Public relations assistance to coordinate this effort with applicable project stakeholders.
4. Provide the City with support and information to assist them in the development of environmental information that will be required before improvement work at the interchange can occur. This will include the preparation of a National Environmental Policy Act (NEPA) document. This may be in-kind services work that the City can provide as part of its share of financial support for the overall project. To accomplish the preparation of this report DEA may provide the City with the following:
 - Preparation with portions or all of the NEPA document;
 - Background information or data for the NEPA document; and
 - Assistance in processing the NEPA document through WSDOT and FHWA.
5. Provide the City with support and information to assist them in the development of interim plans for the improvement of the Burnham Drive NW interchange. Some interim improvement work may be accomplished at the interchange that would be used as part of the ultimate improvement work that may be done at this interchange. The intent would be to design and implement improvement work that would not be “throw-away” work when the ultimate improvement work was done at this interchange. To allow interim improvement plans to be developed, DEA may assist the City with the following:
 - Investigate and pursue outside funding sources that may be available to allow interim improvement work to be accomplished at this interchange;
 - Develop various improvement scenarios that may be constructed at this interchange and prepare a construction cost estimate for each of them;
 - Prepare all or portions of construction plans for interim improvement work; and
 - Obtain necessary permits and approvals from WSDOT or other agencies to allow this work to occur.
6. Provide the City with support and information to assist them in coordinating this improvement work with elected officials, other local agencies, or regulatory authorities. The support of elected officials, other agencies and regulatory authorities will be required as part of the development and implementation of the interchange improvement work. To enlist the support of elected officials, other agencies, and regulatory authorities DEA may assist the City with the following:
 - Meet with elected officials at the federal, state, and local level to act as a project advocate for the City in the development of this work;
 - Meet with Pierce County elected officials or staff to enlist their support of this work and have them include this work in their annual and six-year road programs ;

- Meet with Puget Sound Regional Council elected officials or staff to enlist their support of the work and have them include this work in their comprehensive plans and transportation plans for the area;
- Work with the City's lobbyist and provide that person with information and data to allow the implementation of this work; and
- Meet with WSDOT officials and coordinate this work with WSDOT's SR-302 planning efforts and their efforts to locate interchanges on SR-16.

As a part of this on-call work project administration, management, and QA/QC work is necessary and will be considered as part of the on-call services provided to the City. As part of this work DEA will:

- Provide project status reports to the City when requested either verbally or in written form documenting key issues and decisions made for this work. When applicable, tasks that must be performed by DEA and/or the City in the future will be documented for project scheduling purposes;
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project;
- Provide project management, administration, and professional engineering supervision for the project to assure that the work is being done in conformance with the project's established guidelines and the overall scope of work. Coordinate sub-consultant work as required if applicable;
- Develop conceptual project cost estimates; and
- Provide internal QA/QC review throughout the project.

LIST OF CITY RESPONSIBILITIES

The City will:

- Provide DEA with a timely response for all work submitted to the City for review and/or comment;
- Provide a current copy of its comprehensive plan, zoning and other land use mapping to DEA in electronic format;
- Provide DEA with parcel information to include names, addresses, parcel numbers, and similar information for the development of base maps when requested;
- Provide maps and documents showing existing zoning and proposed comprehensive plan amendments, and current proposed developments throughout the study area;
- Provide site plan maps showing the proposed driveway accesses of all current development proposals in electronic format;
- Provide descriptions of road improvements included in the City's adopted six-year transportation improvement program;
- Provide descriptions of long-range road improvements included in the City's adopted comprehensive plan transportation element;
- Provide parcel land use data for existing base year and comprehensive plan status, GIS format if available, describing single-family and multi-family dwellings, retail

building square feet, office/service business building square feet, industrial building square feet, school and church building square feet, and other special cases as appropriate.

FEE SCHEDULE AND LABOR VERIFICATION

Work on this project will be done on an hourly basis using DEA's normal rate schedule a copy of which is attached as Exhibit B. The City understands that hourly rates may change but all charges will reflect the current hourly rate of the employee. DEA will provide two forms of documentation to the City to verify work accomplished for this project and costs incurred.

To document work accomplished for this project DEA will create and regularly update an Action Item List (AIL). The AIL will be in the form of a spreadsheet that lists all significant meetings and telephone conversations, the person(s) attending the meeting, the date of the meeting or action, the subject of the meeting, what decisions were made, what follow up action needs to be taken or accomplished if any, and by whom. DEA will update the AIL within three working days of any significant meeting or event and will submit it to the City via e-mail.

To document costs incurred for this project DEA will submit with the monthly invoice additional information to include the name of the person who worked on the project, the date of work performed, the amount of time the person worked on the project per day, the person's hourly rate, and a brief description of the work performed.

DEA understands that the City will establish a budget with a not to exceed cost and an expiration date for work on this project. At the City's option additional funds may be added to the project's original agreement amount and additionally the City may extend the agreements time limit.

EXPENSES

The City will reimburse DEA for:

- Fees payable to various agencies for copies of documents needed by DEA;
- Fees for reprographics, postage, and express mailing;
- Costs for traffic modeling software programs or work as request by the City;
- Mileage; and
- Traffic count services if needed and authorized by the City.

O:\Proposal\2006\2006-21 GIG HARBOR ROAD MAP 052306.doc
5/26/06 1:30 PM

DAVID EVANS AND ASSOCIATES, INC.
 3700 PACIFIC HIGHWAY EAST
 TACOMA, WA 98424

CITY OF GIG HARBOR
 DEVELOPMENT OF A "ROAD MAP" FOR INTERCHANGE WORK
 ON-CALL TRAFFIC/TRANSPORTATION SERVICES
 EXHIBIT B

SCHEDULE OF RATES

	Project Manager	Senior Project Manager	Professional Engineer	Senior Planner	Senior Engineer*	CADD Technician*	Administrative Assistance*
	Randy A. \$ 135.00	Gerry Smith \$ 195.00	Victor Saleman \$ 161.00	Michael Birdsall \$ 130.00	\$ 110.00	\$ 68.20	\$ 62.00
ALL WORK ON THIS PROJECT WILL BE DONE BY THE HOUR ON AN ON-CALL BASIS AS REQUESTED BY THE CITY OF GIG HARBOR. HOURLY RATES SHOWN ON THIS EXHIBIT ARE CURRENT AS OF 5/25/06.							
THE TOTAL COST FOR ALL WORK FOR THE DURATION OF THIS AGREEMENT WILL NOT EXCEED \$25,000.00							
ESTIMATED COST							
EXPENSES							
Mileage at \$.405 per mile							
Reprographics/Postage at direct costs							
Other expenses as noted in the scope of services will be billed at							
DEA's direct cost							
*Hourly rates will vary dependent on the person assigned to the project task.							
Hourly rates may be adjusted to reflect direct salary increases to the applicable person with the concurrence of the City.							



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PROPOSED CITY-INITIATED ANNEXATION
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

At the May 22, 2006 Council meeting, staff was asked to evaluate the implications of a City-initiated annexation of the area south of 96th Street NW, east of Highway 16, west of Burnham Drive NW, and north of Rosedale Street. This area is approximately 216 acres in size and as a result of recent annexations, is surrounded by the City limits.

A request for comments was distributed to the City Administrator, Chief of Police, Director of Operations, City Engineer, Building Official/Fire Marshal, Planning, Finance Director, and Pierce County Fire District #5.

The Revised Code of Washington does provide for the annexation of an unincorporated island of territory within a code city as follows:

RCW 35A.14.295 Annexation of unincorporated island of territory within code city – Resolution – Notice of hearing

(1) The legislative body of a code city may resolve to annex territory containing residential property owners to the city if there is within the city, unincorporated territory:

(a) Containing less than one hundred acres and having at least eighty percent of the boundaries of such area contiguous to the code city; or

(b) Of any size and having at least eighty percent of the boundaries of such area contiguous to the city if such area existed before June 30, 1994, and is within the same county and within the same urban growth area designated under RCW [36.70A.110](#), and the city was planning under chapter [36.70A](#) RCW as of June 30, 1994.

Following a public hearing, the Council would need to adopt an ordinance for the annexation of the area described in the resolution. The effective date of the ordinance cannot be less than forty-five days after the date of passage as the annexation is subject to referendum (RCW 35A.14.297).

The Boundary Review Board does not become involved in an annexation such as this.

The City Attorney has reviewed the legislative intent related to the statement that “such area existed before June 30, 1994.” There is no case history that could be found, therefore, it is the City Attorney’s recommendation that a literal reading of the statute be applied. With that interpretation, the City could not initiate this annexation as the City boundaries were not eighty percent contiguous with this area before June 30, 1994 - only recent annexations have made this area eighty percent contiguous.

I also posed this question to the Municipal Research Services Center (MRSC) and received the following response from Mr. Paul Sullivan:

“RCW 35A.14.295, relating to the ability of a code city to annex an "island" of unincorporated territory provides in part:

[The city council may resolve to annex territory]: (b) Of any size and having at least eighty percent of the boundaries of such area contiguous to the city *if such area existed before June 30, 1994*, and is within the same county and within the same urban growth area designated under RCW 36.70A.110, and the city was planning under chapter 36.70A RCW as of June 30, 1994.

You ask what it means when the statute states that the area must have existed before June 30, 1994. Good question! The statute really does not say, and there are no court decisions or attorney general opinions construing the language. It obviously does not really mean that the area existed before that date, because all areas existed before that date. What I construe it to mean is that the area in question must have had 80 percent of its boundaries contiguous to the city on or before June 30, 1994. I can't prove that to be true, but it is the only answer, I think, that makes sense.

I hope this helps. I suggest you also pose this question to your city attorney.”

It appears that the City Council cannot, by its own initiation, resolve to annex this unincorporated island of territory.

Alternatively, the City may choose to pursue the election method of annexation for this area (RCW 35A.14.015). The City would need to pass a resolution calling for an election and pay the costs of such an election. Only residents of the area would be eligible to vote. Residents could discuss and potentially resolve any zoning issues prior to vote.

POLICY CONSIDERATIONS

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and noted that:

1. The annexation will bring additional land under our review for future building permitting. This has the potential to increase our workload for plan reviews, permitting and inspections and our need for personnel and other resources.

2. Fire flow in the area is unknown at this point. If the parcels in this annexation will be served by the City water system, adequate fire flow should be available upon completion of the Gig Harbor North water tank. If serviced by other water service purveyors, the City fire flow requirements will apply however, it's unknown what the water availability is. Additional fire hydrants and main improvements will likely be required as part of development of the properties.

Given these comments, there is no compelling reason to object to this annexation.

The Director of Operations noted that water and sewer mains are located on 96th, Burnham, and Rosedale. Latecomer's agreements apply to some of the lots for the Peninsula School District water line extension and Logan International water line extension. A portion of the area is in the Washington Water service area.

Planning has noted the potential presence of wetlands on-site, pursuant to GHMC 18.08.090; a wetland analysis report would need to be prepared. The property is along a defined enhancement corridor and future development of the property in the area will need to conform to the enhancement corridor development standards. Some parcels within the area should be considered for height restriction as described in GHMC 17.62. The proposed area has approximately 137 acres of undeveloped R-2 zoned property with a minimum capacity of 550 homes. As this area develops, there may be the need for additional staff to provide for permit processing.

Cemeteries are not mentioned in the City zoning code. As such, Haven of Rest would become a non-conforming use if this area was annexed. Alternatively, a text amendment could be made to either permit our conditionally permit cemeteries in the R-2 zone.

The Chief of Police has commented that at build out, the added population would necessitate another officer and 0.5 FTE of administrative assistance.

Gig Harbor Fire and Medic One (Fire District #5) commented that the annexation makes sense in terms of response patterns and commercial development as it would provide another easily identifiable boundary which allows us to communicate more clearly with our constituents when there is an issue such as outdoor burning regulations.

Engineering made the following comments:

Transportation

The proposed 216-acre annexation area is located immediately south of the SR-16/Burnham Drive/Borgen Boulevard/Canterwood Boulevard intersection. This intersection has been noted by the City of Gig Harbor 2005 Comprehensive Plan Update Final Supplemental Environmental Impact Statement (FSEIS) as a failing intersection. The FSEIS provides for limited transportation improvements in the area of the intersection to mitigate for the failing intersection. However, no timeline for

completion of these improvements has been established. Therefore, developments proposed within the annexation area would need to recommend and construct improvements to the intersection to mitigate the impacts from additional traffic through this intersection generated by any proposed development.

A portion of the parcels within the annexation area currently has direct access to SR-16. These parcels would also need to recommend and construct improvements to the SR-16/Burnham Drive/Borgen Boulevard/Canterwood Boulevard intersection to mitigate the impacts from additional traffic through this intersection generated by the proposed development.

Multiple capital improvement projects are listed in the FSEIS as possible mitigation for this failing intersection. Proposed developments within the annexation area may be required to design and construct one of these mitigations or provide an alternative mitigation to design and construct that is acceptable to the City. All costs for design and construction of all necessary transportation mitigations shall be borne by the developers and not the City.

Realization of the limited improvements noted in the FSEIS would be short-term. The long-term interchange project has not yet been identified. Therefore, there is no project for which to contribute mitigation funds to for the potential development in the proposed annexation area. As a result, development projects within the proposed annexation area would likely not receive transportation concurrency, and therefore, not receive recommendation for project approval.

Water

The proposed 216-acre annexation area is currently shown to be served by both Washington Water Company (50 acres) and the City of Gig Harbor (166 acres). Recent additions to the City's water system include a 16" and 12" ductile iron water main along Burnham Drive that would serve this annexation area. The 2001 Water System Comprehensive Plan does not show these improvements. However, the plan does recommend improvements such as these that have recently been performed.

Once annexed, the developers of parcels within the annexation area may request extensions of the City's water main. These extensions must be extended through and to the extents of the parcels being developed, and must be located within City right-of-way or in an easement granted to the City.

Some of the parcels in the annexation area are included as part of two separate latecomer's agreements. All costs for latecomer's fees and for construction of the necessary extensions of the existing water main shall be borne by the developers and not the City.

Each parcel that connects to the City's water system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation

of the water system extended to the parcels.

Sanitary Sewer

The proposed 216-acre annexation area is currently shown to be served by the City of Gig Harbor's sanitary sewer and wastewater treatment system. The 2002 Wastewater Comprehensive Plan indicates the parcels in the annexation area are included in either the C-15 collection system expansion or within sanitary sewer collection area of the ULID #3 improvements. This Wastewater Comprehensive Plan indicates the estimated construction costs for the necessary sanitary sewer basin C-15 improvements is \$846,000 (in year 2000 dollars). Those parcels connecting to the existing sanitary sewer main located within ULID #3 would be required to extend sanitary sewer to the proposed development. All costs for construction of the necessary extensions of the existing sewer main, including those noted in the Wastewater Comprehensive Plan for the parcels within basin C-15, shall be borne by the developers and not the City.

Each parcel that connects to the City's sanitary sewer system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the sanitary sewer system extended to the parcels.

Stormwater

In accordance with the City's Stormwater Design Manual, each development proposed for this annexation area would be required to design and construct stormwater quantity and quality control features. This includes all stormwater features necessary for improvements within the City's right-of-way. All costs for design and construction of these stormwater features shall be borne by the developers and not the City. All costs for operations and maintenance of stormwater features outside of the City's right-of-way shall also be borne by the developers.

Each parcel that is annexed in the City's limits shall be required to pay the appropriate stormwater fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the City's stormwater system located within the City's right-of-way created by the parcels.

FISCAL CONSIDERATIONS

The taxable value of these properties is \$9,884,300.00. The Finance Director noted that approximately \$15,000 per year would be generated in property taxes.

The cost to prepare a wetland analysis report that is required with each annexation pursuant to GHMC 18.08.090 was not anticipated in the 2006 Budget.

RECOMMENDATION

If the Council is desirous of pursuing this annexation, it must be done by the election method of annexation (RCW 35A.14.015) and a resolution calling for an election would be necessary.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: EDDON BOAT PARK – EPA BROWNFIELDS GRANT –
CONSULTANT CONTRACT AUTHORIZATION
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

On May 12, 2006, the City received notification from the United States Environmental Protection Agency (EPA) that the City's December 2005 application had been selected for an EPA Brownfields hazardous substances cleanup grant for the Eddon Boat Park site. The award is contingent upon completion of the federal grant application process and project work plan. Anchor Environmental will do the preparation of this Brownfields grant applicant and project work plan, in coordination with current sediment remediation work being performed by Anchor on the property.

FISCAL CONSIDERATIONS

The scope of this project was not anticipated in the 2006 Budget however, adequate funds do exist in the Remediation Escrow Account, Fund 607 to fund this expenditure.

RECOMMENDATION

I recommend that Council authorize the consultant services contract with Anchor Environmental, LLC in an amount not to exceed Six Thousand Five Hundred Four Dollars and Zero Cents (\$6,504.00).



COMMUNITY DEVELOPMENT

TO: MAYOR HUNTER AND THE CITY COUNCIL
FROM: DICK J. BOWER, CBO
BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: BUILDING INSPECTOR STARTING PAY RATE
DATE: JUNE 12, 2006

INFORMATION/BACKGROUND

After a long search, we have selected an experienced, highly capable candidate for the building inspector position, Rex Christensen of the Fragaria/Olalla area.

The selection process began approximately six months ago with our unsuccessful search for a temporary inspector. At that time, we advertised in local and regional papers and recruiting web sites, and contacted two employment agencies and three inspection/engineering companies to determine if personnel were available. There were no qualified people available who fit the job parameters. A search of the AWC and WABO web sites found that we were competing with 20 some other jurisdictions who were seeking full-time permanent inspectors.

We re-advertised for a full-time position and received 23 applications, five of which met the minimum qualifications for the position. An assessment process was conducted that included an oral interview, technical knowledge, written communication, and computer skills assessments. Based on the results, Rex Christiansen clearly excelled. A reference check was conducted which resulted in positive feedback from everyone contacted.

Rex Christiansen was invited for a second interview, at which time he continued to demonstrate a high caliber of professionalism, technical knowledge, interpersonal communication skills, and customer service orientation. It was uniformly clear to everyone participating in the interview process that he would be an outstanding addition to the city staff.

Rex offers the City outstanding background and experience. He has lived in the Gig Harbor Peninsula area since 1979 when he began working as an electrician on local projects. In 1998, he was recruited by the City of Des Moines to join its staff as a building/electrical inspector, where he has been ever since. Rex will bring to the City, certifications as a building, plumbing, mechanical and electrical inspector and building plans examiner, nearly eight years of inspection experience on a variety of projects, and excellent computer and communication skills. In addition, his state license as a master electrician and his electrical inspection experience will provide additional depth to our staff in areas where our jurisdiction interfaces with that of the State electrical section.

POLICY CONSIDERATIONS

The City Personnel Regulations provide for the hiring of new staff members at above the mid-range for the position upon Council approval. By approving this request, the Council will be indicating that it is willing to approve the hiring of this highly qualified candidate at the starting salary point which is above the midpoint. Such approval creates no future precedent, and is related only to the qualifications of this particular applicant.

FISCAL CONSIDERATIONS

The current 2006 salary range for this position is \$3926 - \$4908. An offer was extended that included starting at the mid-range for the position, \$4417.00 per month. Because of his tenure at the City of Des Moines, this offer represented a considerable cut in pay and reduction in vacation time accrual. Consequently, Mr. Christiansen made a counter offer which we were unable to meet; however, we were able to reach agreement on a starting pay level (\$4,675.00 per month) that was acceptable. Because that level exceeds the mid-range for the position, we are asking Council's concurrence with this starting wage.

RECOMMENDATION

Staff recommends that the City Council motion to approve the starting monthly salary point of \$4,675 to hire Mr. Christensen.



COMMUNITY DEVELOPMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: LITA DAWN STANTON
SUBJECT: EDDON BOAT GRANT STATUS – HOPPEN HOUSE
DATE: JUNE 12, 2006

BACKGROUND/INFORMATION

Last week, the City's historic structures consultants explained that their historic structures report would identify the entire Eddon Boat property as eligible for listing on the National Historic Registry; further, they described the Eddon Boat property, including the house, as unique among historic sites identified on the West Coast. Both consultants advised that the Eddon Boat Building be used and maintained in its original historical condition. The boatshop is not configured with code restrooms. The City of Gig Harbor Parks Commission met to discuss this issue on June 7th.

POLICY CONSIDERATIONS

Michael Sullivan, Artifacts Consulting, Inc., and Gerald Eysaman, Eysaman and Company, strongly recommend that the City Council support the adaptive re-use and preservation of the Hoppen House. If grant funding is made available for development of the Eddon Boat Building and the Hoppen House, it would be appropriate for City Council to support adaptive re-use and preservation of the brick house.

On June 7, 2006, the City of Gig Harbor Parks Commission recommended that the Hoppen House be adaptively reused to create public facilities that enhance the use of the park.

FISCAL CONSIDERATIONS

The consultants suggest that the \$1 million grant application is stronger with the inclusion of the Hoppen House. Moreover, the consultants indicate that the identified grant request amount stands a likely chance of being able to renovate both the shop and the house.

RECOMMENDATION

That City Council make a recommendation to adaptively re-use and preserve the Hoppen House if funding is available.



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR MAY 2006
DATE: JUNE 12, 2006

DEPARTMENTAL ACTIVITIES

Calls for service in May of 2006 increased by 17 compared to May of 2005 (2005/434, 2006/451). May 2006 saw a decrease of 14 reports written compared to May 2005 (2005/190, 2006/176). DUI arrests in May 2006 are down by one when compared to May 2005 (2005/6, 2006/5) and infractions in May 2006 were down by 39 when compared to May 2005 (2005/174, 2006/135). Statistics show our May 2006 traffic accidents have decreased by seven accidents when compared to May 2005 (2005/23, 2006/16). Misdemeanor arrests in May 2006 were down by four (2005/34, 2006/30) and our felony arrests were down by six (2005/16, 2006/10).

The preliminary 2005 Uniform Crime Reporting statistics were recently published indicating our community experienced a 58.3% increase in violent crimes (2004/12, 2005/19) and an 11.7% increase in property crimes (2004/445, 2005/497). **The two highest increases came with aggravated assault at 133.3% (2004/6, 2005/14) and motor vehicle thefts at 147.8% (2004/23, 2005/57).**

Category	May 2006					
	May 2005	May 2006	Change	YTD 2005	YTD 2006	Change
Calls for Service	434	451	17	1986	2048	62
General Reports	190	176	-14	749	786	37
Criminal Traffic	5	19	14	42	63	21
Infractions	174	135	-39	526	473	-53
Criminal Citations	0	13	13	0	38	38
Warrant Arrests	10	10	0	46	42	-4
Traffic Reports	23	16	-7	84	72	-12
DUI Arrests	6	5	-1	34	23	-11
Misdemeanor Arrests	34	30	-4	162	154	-8
Felony Arrests	16	10	-6	58	48	-10
FIR's	1	1	0	9	4	-5

TRAFFIC ACCIDENTS FOR 2006				
DATE	LOCATION	TYPE	CASE#	AGE
5/1/2006	Rosedale St & Schoolhouse Ln	INJ	GH060538	16
5/1/2006	Wollochet Dr. @ S.R.16	INJ	GH060541	22
5/2/2006	3100 Judson St.	P-Lot	GH060543	66
5/3/2006	Olympic Dr. & Pt. Fosdick Dr.	NON	GH060549	26
5/7/2006	Skansie Ave. & Rosedale St.	NON	GH060569	90
5/7/2006	11400 51th Ave. NW	P-Lot	GH060570	54
5/10/2006	Pt. Fosdick Dr & 45th St.	NON	GH060580	50
5/10/2006	Burgen Blvd. & Burnham Dr.	R/A - NON	GH060581	57
5/11/2006	Pt. Fosdick Dr. & Briarwood Ln	INJ	GH060583	73
5/13/2006	6319 Soundview Dr.	NON	GH060594	29
5/14/2006	6820 Kimball Dr.	NON	GH060597	50
5/16/2006	5100 Borgen Blvd.	NON	GH060605	17
5/16/2006	5100 Borgen Blvd.	R/A - NON	GH060606	45
5/17/2006	Borgen Blvd. & 51st Ave.	R/A - NON	GH060609	17
5/19/2006	4500 Blk Pt. Fosdick Dr.	NON	GH060616	32
5/24/2006	Burnham Dr & Borgan Blvd.	R/A - INJ	GH060643	26
5/24/2006	Burnham Dr. & Harborview Dr.	INJ	GH060647	20
5/27/2006	Hunt St. & 41st Ave. NW	NON	GH060662	37
5/29/2006	Olympic Dr. & Pt. Fosdick Dr.	NON	GH060671	21

Some of the more interesting calls for the month of May 2006 included:

- May 1st: Merchants from the weekly “Farmers Market” reported receiving three counterfeit \$50.00 bills. The bills were passed by an unknown subject during the Saturday event. Along with the “Farmers Market” merchants, several other local businesses have been receiving counterfeit 50’s and 20’s over the past two weeks. We sent out a “Crime Advisory Alert” to local businesses via the Chamber of Commerce. Case #: 060515, 060518, 060534 & 060539
- May 3rd: While working security at GHHS, Officer Welch was made aware of a 17-year-old male student attempting to pass a counterfeit \$20.00 bill in the lunch line. The 17-year-old was questioned and admitted to creating six fake \$20.00 bills on his home computer. He denied making more than the six bills. The bills in his possession were compared to the bills received in the other counterfeit cases and they did not match. The student was arrested for forgery and released to a parent. The case has been sent to Remann Hall for charges. Case # 060548
- May 2nd: The principal of Gig Harbor High School received an e-mail stating that a bomb was going to explode at the school at 12:00 noon. School officials conferred with Chief Davis, Lt Colberg and Detective Douglas to devise a plan of action. The school was evacuated while three “bomb” dogs from the Port of Seattle searched the school. During this time, Detective Douglas was able to track down the source of the e-mail. A 16-year-old male student from Peninsula High School was questioned and later admitted to sending the e-mail. The dogs did not find a bomb and the PHS student acknowledged that there was no bomb. He had sent the e-mail because some GHHS students had been “teasing” him.

The student was arrested and released to a parent. The case has been referred to Remann Hall for charging. Case # 060542

- May 2nd: Officer Garcia observed that a vehicle driving in front of him was weaving back and forth within its lane of travel. A stop was made on the vehicle and Officer Garcia determined that the 56-year-old female had been drinking. The female failed the field sobriety tests and later blew a .171 & .174 on the BAC machine. It was later discovered that the female has been arrested three times for DUI. She was booked into the Pierce County Jail. Case # 060545
- May 5th: On 4/25/06, a roadway flagger was struck with a side rear view mirror as a truck passed too close to him as he was directing traffic. The flagger (who was uninjured) believed that the truck deliberately struck him and reported the incident to the police. During a follow-up investigation on 5/5/06, Officer Cabacungan questioned the 57-year-old male suspect driver in the incident. The suspect admitted to disobeying the flagger and driving too close to him, but he wanted to get home to take care of a personal problem. The suspect was arrested for Hit & Run, Reckless Operation and Disobeying a Flagger. The suspect was released with citations. Case # 060510
- May 5th: A 44-year-old female was arrested for stealing a “park” type bench from inside a local medical building. The female suspect brought her daughter to the facility for a high fever. While leaving the office, the suspect picked up a bench from the waiting room and carried it outside and placed it in the bed of her truck. Office staff members yelled at the female to return the bench, however, she ignored them and drove off. Officer Chapman contacted the female suspect by phone and told her to meet him at the police station with the bench. Upon arriving at the police station, the female told Officer Chapman that she stole the bench to give away as a birthday present. The female was arrested for theft and released with a citation. The bench was returned to the waiting room of the medical building. Case # 060560
- May 5th: Officer Allen was dispatched to check on a group of teens hanging out in the parking lot of a local business complex. Upon checking on the subjects, Officer Allen discovered a 17-year-old male with empty beer cans in his vehicle. The male admitted to drinking three beers prior to Officer Allen’s arrival and was arrested for Minor in Possession of Alcohol. The subject was released to his parents and the case forwarded to Remann Hall for charges. Case # 060561
- May 6th: Officers Jahn and Welch were dispatched to a local apartment complex on an unwanted guest. Upon arriving, the officer’s located a passed out 23-year-old male sleeping on the manager’s front porch. The male was still drunk from partying the night before and refused to leave when awoken by the officers. The male was placed under arrest for trespassing, and became combative during the arrest procedure. The male was transported to the Pierce County Jail and

booked on charges of Trespassing and Obstructing a Law Enforcement Officer.
Case # 060563

- May 7th: A 65-year-old female reported that she was bit in the back by her neighbors 2-year-old male Rottweiler. The victim did not require medical treatment and the bite did not break the skin. The dog owner was issued a citation for allowing their dog to run at large. Case # 060566

Other reported incidents during the first week of May included:

- 3 Non Injury Accidents
 - 2 Injury Accidents
 - 5 Vehicle Prowls
- May 9th: Officers Dahm and Welch were dispatched to the scene of domestic violence in which a 31-year-old female had struck her 46-year-old ex-boyfriend with an electrical cord. The female fled the residence on foot prior to the officer's arrival. An area check for the suspect proved unsuccessful. Early the next morning, Officer Busey and Lt. Colberg were dispatched to the same residence after the suspect returned. The officers located the female suspect hiding in an unattached garage. The female was uncooperative with the officers and was booked into the Pierce County Jail on assault charges. Case # 060574
 - May 9th: While working the graveyard shift, Officer Allen discovered a 67-year-old female at a local thrift store. The female claimed to be dropping off items; however, she has been arrested by GHPD for stealing items from the same thrift store in the past. Officer Allen gathered her information and released her. He wrote a report of the incident and submitted it to the municipal prosecutor for possible trespass charges. Case # 060576
 - May 11th: Officer Busey responded to the Harbor Ridge Middle School on two 14-year-old male students being held on drug violations. The investigation revealed that one of the boys sold the other boy a baggie of "green leafy material" while at the school. As it turned out, the "green leafy material" was green tea; however, it had been sold as marijuana. Both boys were suspended from school and released to their parents. A report of the incident has been forwarded to Remann Hall for possible charges. Case # 060579
 - May 11th: Lt. Colberg responded to the scene of an injury accident involving a vehicle and bicyclist. A 73-year-old female turned her car in front of a 30-year-old male bicyclist causing the bicyclist to strike the rear of her vehicle. The female then continued to drive off, not realizing that a collision had occurred. The bicyclist received minor injuries and was treated at the scene and released. Lt. Colberg later contacted the 73-year-old female, who said that she had heard a noise, but did not know that she had caused an accident. The female motorist

was cited for "Inattention to Driving" and a request for a driver license re-examination was forwarded to DOL. Case # 060583

- May 11th: a 50-year-old female was arrested for attempting to steal a shopping cart full of plants from a local building supply store. The female's 53-year-old male companion, walked away from store security when they attempted to detain him. An area check to locate him was unsuccessful. Case # 060585
- May 11th: A 17-year-old male reported that he accidentally turned in front of another motorist causing the other motorist to brake suddenly. The second motorist followed the 17-year-old into a parking lot. After stopping, the second motorist, a 55-year-old male, confronted the 17-year-old and attempted to drag him out of the car. Unable to get the 17-year-old out of the car, the 55-year-old male left. Officer Chapman arrived on the scene and began the investigation. After gathering the information from the 17-year-old, Officer Chapman located and interviewed the 55-year-old. The 55-year-old stated that he was an ex-boxer and "could have killed the kid" if he wanted, however he just wanted to scare him. The 17-year-old was uninjured and Officer Chapman referred the case to the municipal prosecutor for assault charges against the 55-year-old. Case # 060587
- May 14th: Officer Dahm observed a vehicle weaving within its lane as he was driving behind it. A stop was made and it appeared that the 18-year-old driver was under the influence of alcohol and or drugs. The driver failed the field sobriety tests and was placed under arrest. The BAC results were very low indicating the suspect was under the influence of drugs. A blood draw was conducted at a local hospital and the test results are pending. An 18-year-old male passenger was also arrested during the investigation for minor in possession of alcohol and possession of a controlled substance (marijuana under 40 grams). Both teenagers were released to their parents. Case # 060596

Other reported incidents during the second week of May:

- 4 Non Injury Accidents
 - 2 Vehicle Prowls
 - 1 Stolen Auto
 - 1 Driving While License Suspended 3rd degree
- May 14th: While standing in the parking lot of a local tavern, Officer Welch watched as a vehicle backed up over a concrete divider and high centered itself in the flower bed. Officer Welch contacted the 38-year-old female driver of the vehicle and quickly determined that she was under the influence of alcohol. The female failed field sobriety tests at the scene and later refused a breath test at GHPD. The female told Officer Welch that she was almost finished with her

probation from a previous DUI. The female was cited and released. Case # 060599

- May 14th: At approximately 6:00 am, a fire was discovered at the old Paradise Theater in the 9900 block of Peacock Hill. The building has been vacant for some time and the fire destroyed the entire structure. The Fire Marshall determined that the fire was caused by an electrical problem. Case # 060600
- May 15th: Sgt. Emmett and Officer Welch were dispatched to the scene of a domestic violence between a mother and her 16-year-old daughter. The investigation showed that the 16-year-old slapped her mother several times during an argument. The 16-year-old was taken into custody and booked into Remann Hall on charges of Assault 4th degree (DV). Case # 060602
- May 17th: While towing a 1988 GMC “Jimmy” out of the Park-n-Ride parking lot, Pierce Transit discovered that the vehicle was a stolen vehicle from Tacoma that had been dumped in their parking lot. The owner was notified and the case closed with the recovery. Case # 060607
- May 17th: Officer Chapman responded to a “shots fired” call in a local residential neighborhood. Upon arriving, he discovered that a 20-year-old male had gotten into an argument with his girlfriend and his two sisters. During the argument, the 20-year-old got angry and retrieved his .22 cal. rifle from the house. He then went out on the back deck and fired a couple of shots into the ground threatening suicide. A deputy sheriff located the male a short distance from his residence. The male was taken into custody and arrested for Reckless Endangerment & Discharging a Firearm within City Limits. After being issued citations for the offenses, the male was transported to a local hospital for a mental evaluation. The rifle was seized and is being held at GHPD for safekeeping. Case # 060608
- May 17th: Officers responded to two suspicious males prowling around a local thrift store in the middle of the night. The two subjects were found in a vehicle near the thrift store. Inside of the vehicle, officers observed items that apparently were stolen from the thrift store. During the investigation one of the males lied about his identity and was arrested for Making a False Statement to Law Enforcement. He was also charged with Theft 3rd for stealing clothing and other assorted items from the thrift store. The 2nd male was found to be in possession of two pipes containing methamphetamine and was arrested for Unlawful Possession of a Controlled Substance. Case # 060612
- May 19th: Officer Welch discovered a 37-year-old male sleeping in his vehicle. A check of the subject revealed two active Pierce County warrants for his arrest. The male was taken into custody and booked into the Pierce County Jail. Case # 060620

- May 19th: A 17-year-old male was arrested for attempting to steal \$39.00 worth of food from a local grocery store. When asked why he did not buy the items, the 17-year-old said “I am saving my money and don’t want to spend it on food. “ The 17-year-old was released to a parent and the report forwarded to Remann Hall for charges. Case # 060618
- May 20th: A 35-year-old male reported that his 58-year-old father assaulted him in the parking lot of a local restaurant. The victim said that his father is addicted to methamphetamine and has lost everything and is currently homeless. The suspect was gone upon the officers arrival, and the case will be forwarded to the prosecutor for assault charges. Case # 060623
- May 20th: A witness reported seeing two males stealing copper wire from a local construction site. The wire was valued at \$3000.00. One of the suspects in the case has been identified and interviewed. The case is still under investigation. Case # 060621
- May 20th: Sgt. Emmett responded to a domestic violence call involving a mother and her 15-year-old daughter. After interviewing the mother and daughter, the daughter was taken into custody for punching her mother during the argument. The daughter was booked into Remann Hall for Assault 4th degree (DV). Case # 060625

Other reported incidents during the third week in May:

- 4 Non Injury Accidents
- 1 Hit & Run Accident
- 2 Vehicle Prowls
- 1 Driving While License Suspended 3rd degree arrest
- May 29th: Officer Dahm stopped a vehicle for expired license plates. While talking to the 18-year-old female driver, Officer Dahm noticed that she had two WA driver’s licenses. The problem was, that one the licenses showed her to be 21 years old. The female admitted that she had paid \$100.00 to have the fake ID made. Officer Dahm seized the phony license and arrested the female for “Unlawful acts relating to cards of identification”. She was cited and released. Case # 060667
- May 29th: Two late model Ford SUV’s were broken into on different sides of town about 15 minutes apart. In both cases the door lock was punched and the vehicle was entered with items taken. It appears that the perpetrator used a device that was made specifically for Ford SUV’s as the damage was barely detectable to the naked eye. Case # 060674 & 060675
- May 29th: A citizen reported that he parked his 1995 Ford Taurus in front of a convenient store while he did a little shopping. Because he was in Gig Harbor,

he thought it was safe to leave the keys in the car. As he walked out of the store, he saw the car driving down the road. The Taurus was recovered a couple of days later in Tacoma with little to no damage. Case # 060676

- June 1st: A 14-year-old male Gig Harbor High student was arrested for possessing a small amount of marijuana while at the high school. The student was suspended from school and released to a parent. A report of the incident was referred to Remann Hall for charges. Case # 060694
- June 2nd: Officers were dispatched to the parking lot of a local grocery store on an intoxicated male attempting to drive away. The store manager took the keys away from the 44-year-old male driver after customers saw him staggering in the parking lot. The male continued to pass out during the DUI processing and later blew a .339 & .319 on the BAC machine. Needless to say, the male was arrested for DUI and later released on citation after his BAC level dropped. Case # 060692
- June 2nd: While on patrol, Officer Allen located a small pickup behind a grocery store loaded with wooden pallets. The 29-year-old male driver told Officer Allen that he had permission to remove the pallets. Upon checking with the store, it was discovered that he did not have permission to remove the pallets. The 29-year-old was taken into custody for theft and driving with a suspended license. He was later released with a citation for both offenses. Case # 060689
- June 2nd: A local bank reported that a 42-year-old male customer has threatened and harassed several of their employees. The bank has closed the individual's account and issued a trespass letter. The letter was served on the subject by GHPD and the harassment complaint is under investigation. Case # 060691
- June 3rd: Officer Welch came upon a vehicle parked in an isolated area of town and noticed one of the occupants urinating in the parking lot. Upon contacting the two 16-year-old male occupants, Officer Welch discovered that both had been drinking. After a series of field sobriety tests, both subjects were arrested for Minor in Possession/Consumption of Alcohol and released to their parents. A report of the incident has been referred to Remann Hall for charges. Case # 060695
- June 3rd: At 2300 hours, a local gas station/convenience store was robbed by a lone individual. The clerk was met by what she believes was a white female wearing a black hooded sweatshirt. The suspect handed the clerk a note saying that "this is a robbery, give me your money." The clerk handed the suspect an undetermined amount of cash and the suspect fled on foot. An area search was done using a PCSD K-9 with negative results. There are no suspects at this time and the case is under investigation. Case # 060696

Other reported incidents during the last week of May included:

- 1 Non Injury Accident
- 1 Business Burglary
- 1 Residential Burglary

TRAVEL / TRAINING:

- CSO Mock attended a 40-hour Crime Prevention Certification training in Yakima during the week of May 1st.
- Sgt Dougil attended the WSNIA Fall Conference in Wenatchee on May 2nd & 3rd.
- Former DEA Supervisory Agent Pat Gregory provided a 8-hour training on meth attended by the majority of our officers and 60 other officers from within the area.
- Chief Davis attended Increasing Human Effectiveness training at the Edge Institute in Tacoma.
- Chief Davis attended the Washington Association of Police Chiefs and Sheriff's (WASPC) conference in Spokane May 22nd through the 24th.
- Sgt Dougil attended "Terry Stop" training at the Criminal Justice Training Commission (CJTC) in Burien on May 10th.
- Lt. Colberg served as an assessor in a Sergeant's Assessment Center at Port Orchard Police Department.
- Officer Busey attended Officer Decertification Hearings on May 18 -19 at the (CJTC).
- Officers Allen and Garcia attended Verbal Judo training in Wenatchee on May 16th.
- Police Services Specialist McClane attended ACCESS training in Tacoma on May 17th.

SPECIAL PROJECTS:

The Click it or Ticket campaign was very successful with over 50 hours of enforcement duty dedicated toward enforcing seat-belt usage. Our pre-campaign survey indicated a 83% seatbelt usage rate. Our post-campaign survey indicates our seatbelt usage rate has improved to 91%. The program was conducted on overtime paid for by the Washington Traffic Safety Commission. Activity statistics for campaign included:

- Total contacts-129
- Total infractions/citations-66
- Total seatbelt infrations-18
- Speed infrations-8
- Aggressive driving-1
- Warrant arrests-1
- Suspended drivers-6
- No insurance violations-17

Officer Mike Allen coordinated the campaign, secured the grant to fund the overtime and worked most of the enforcement time on the department motorcycle. We received a

numbers of positive remarks from the community on seeing the motorcycle out and about. Officer Allen did a great job in coordinating the seat-belt emphasis for the second year in a roll.

On May 11th we participated in the CJTC sanctioned “Chief for the Day” program held at the academy in Burien. We were selected to host a young boy named Steve Tramm, who is the grandson of a Tacoma Police officer. After the swearing in ceremony, Steve toured numerous equipment and special unit displays at the academy. Chief Davis and Detective Douglas (on the police motorcycle) represented the department at the event. We have provided a couple pictures below for your enjoyment.



CSO Mock continues to work on the planning for our National Night Out planned for August 1st and our Community Academy slated to start during the last quarter of this year.

The new patrol vehicles (black and whites) have arrived and we are working to get them outfitted.

PUBLIC CONCERNS:

We are starting to see an increasing number of boats for sale while moored at the city dock. In addition to “for sale” signs in the windows, several have had information sheets available from an attached box much like realtors provide prospective buyers when selling houses. We will be investigating whether the time has come to prohibit “for sale” sign on boats at the city dock, which is consistent with our prohibition on vehicles parked along city roads with “for sale” signs visible. We received a complaint that a couple local boat brokers in town were utilizing the city dock to market boats. They were contacted and advised to discontinue this practice. As you are aware, the grant used to finance the upgrade of the city dock clearly restricts any type of commercial activity on our docks.

FIELD CONTACTS:

Staff made the following contacts in the community during May:

- Chief Davis served as master of ceremony of the Pierce County Police Chief’s Association Law Enforcement Memorial service at McCord AFB on May 4th.
- Chief Davis and Lt. Colberg attended an incident debrief on the bomb threat at the Gig Harbor High School on May 9th.
- Lt. Colberg attended the graduation of our newest reserve Jeff Shepard on May 13th.
- Most of our GHPD employees and volunteers worked the annual Maritime Gig Fun Run and Parade on June 3rd. All of the events went well and no incidents were reported. Everyone involved did a great job! Special thanks to Lt. Colberg for his coordination of the event on behalf of the department.
- Chief Davis served as a judge for the “Maritime Gig Parade.”
- CSO Mock continues to provide “Internet Safety” presentations to senior, youth and parent groups. With “MySpace.com” becoming a real issue with young people and the use of this internet medium by sexual predators--increasing the awareness of everybody is very important.
- CSO Mock and Officer Welch assisted the Fife Reserve Academy with Mock Scenes
- CSO Mock and Officer Welch assisted with the annual Mock DUI Assembly’s at Peninsula and Gig Harbor High Schools.

OTHER COMMENTS:

We have hired two quality individuals as entry police officers.

Raquel (Rocky) Brunson was hired on May 22, 2006

Rocky grew up in Tillamook, Oregon. She graduated from Tillamook High School. During her senior year she was Senior Class President, Swim Team Captain and a member of the National Honor Society. She then enrolled in Oregon State University and attended the university for a year. Rocky then transferred to Tacoma Community College and earned her Associate Degree in Criminal Justice, while working at the Judson Street Café. Rocky is a very mature young lady who has seen and experienced many different things in life, both in a positive and negative way. Her friends describe her as being, “enthusiastic, dedicated, passionate and compassionate.”

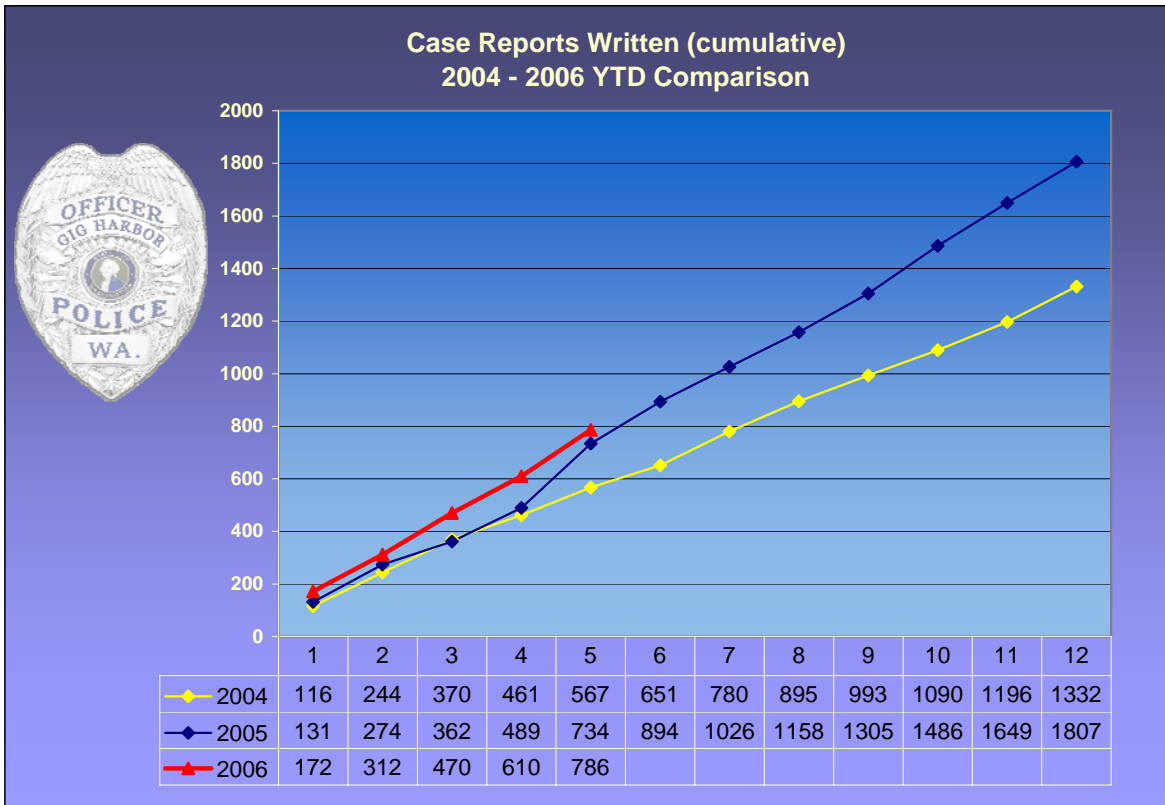
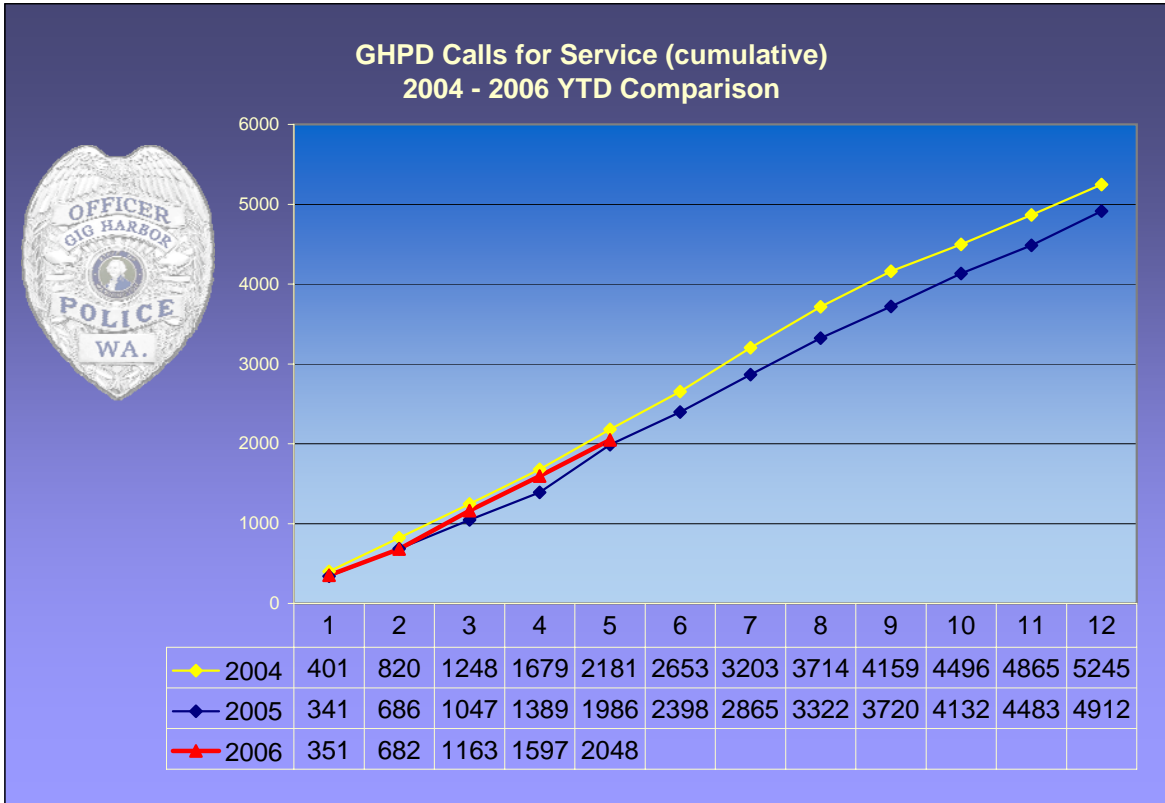
Charles (Chet) Dennis will start on June 19, 2006

Chet was born and raised in the small town of Marion, Massachusetts. He graduated from the Tabor Academy. Chet then proceeded to Harwick College where he graduated with a B.A. in Anthropology. He saw an ad for the U.S. Army and enlisted as an infantryman. He was stationed at Fort Lewis to the 3rd Brigade, 2nd Infantry Division, and 5th Battalion. He was deployed for a year to Iraq with the Army's 1st Stryker Brigade Combat Team. He is currently assigned to Fort Lewis's Honor Guard. His date of discharge will be mid-June 2006. Chet is married to a young lady named Stacie Dennis. During his background investigation, Chet was described as “friendly, positive, respectful, compassionate and good natured. He is also described as an excellent cook and dog handler.”

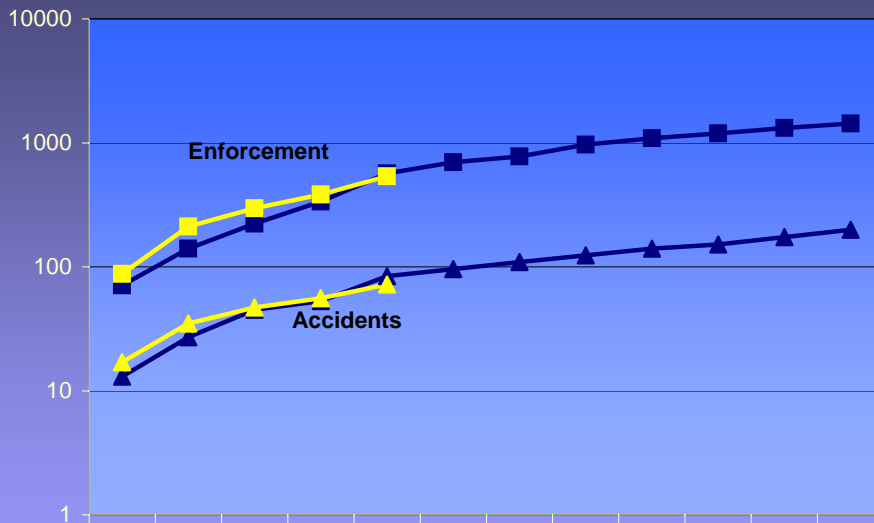
Both Rocky and Chet have been accepted into the basic academy set to commence on July 12th and conclude with graduation in November of this year.

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MAY 2006 YTD MONTHLY ACTIVITY GRAPHS

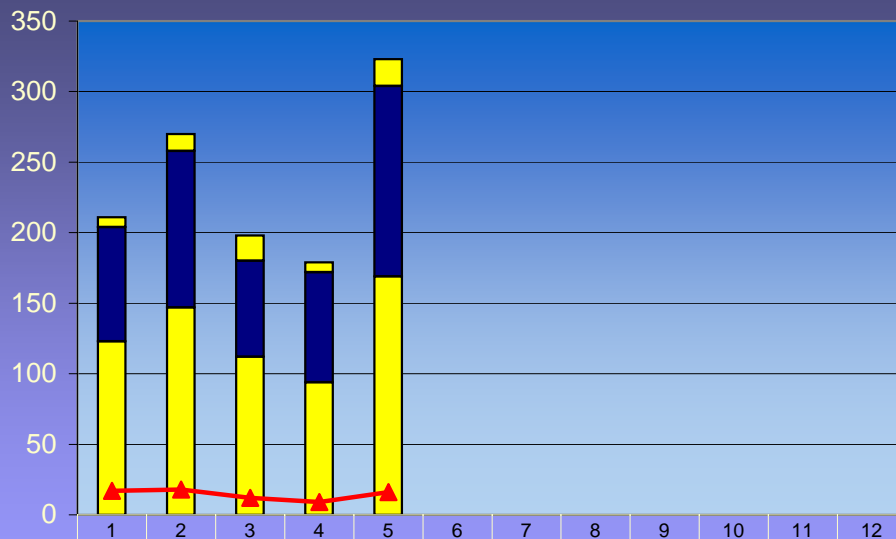


Trends: Traffic Enforcements vs. Accidents 2005 - 2006 YTD Comparison (cumulative)



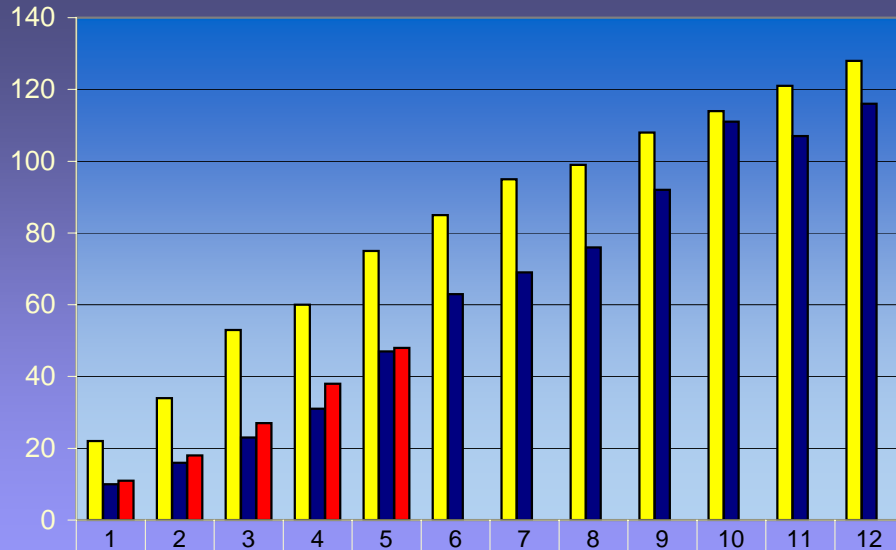
	1	2	3	4	5	6	7	8	9	10	11	12
2005 Infractions + Citations	71	140	223	337	568	696	779	968	1092	1195	1316	1432
2006 Infractions + Citations	88	211	297	382	536							
2005 Reportable Accidents	13	27	45	53	84	96	109	124	140	152	174	199
2006 Reportable Accidents	17	35	47	56	72							

2006 Traffic Enforcement vs. Accidents Comparison Monthly Totals



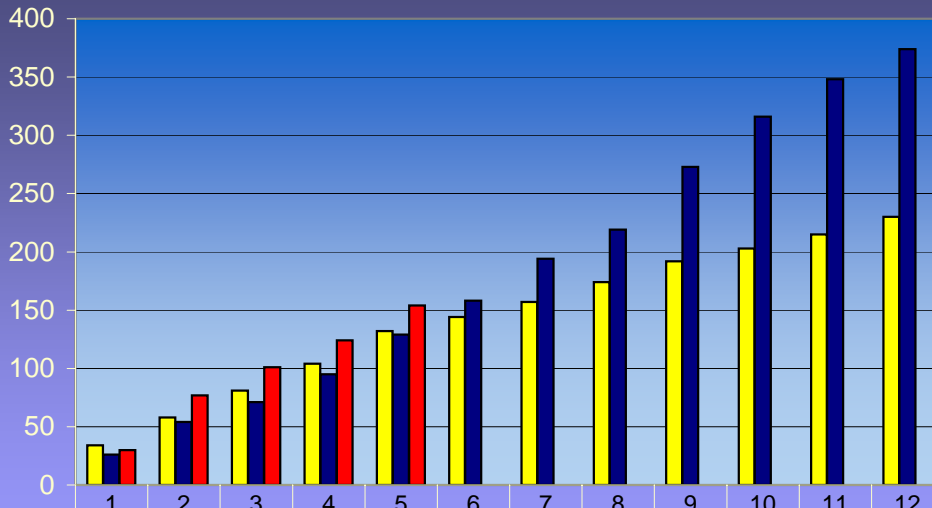
	1	2	3	4	5	6	7	8	9	10	11	12
Criminal Traffic Citations	7	12	18	7	19							
Infractions	81	111	68	78	135							
Verbal Warnings	123	147	112	94	169							
Accidents	17	18	12	9	16							

Felony Arrests (cumulative) 2004 - 2006 YTD Comparison



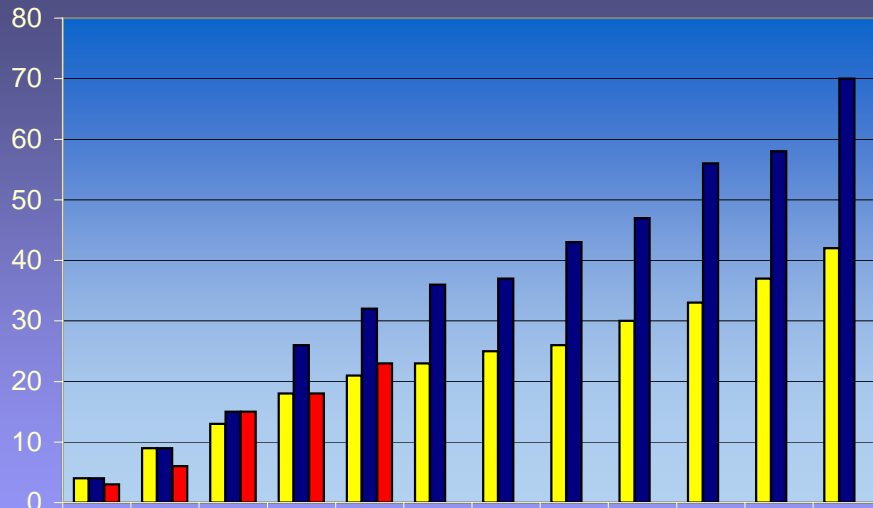
■ Felony 2004	22	34	53	60	75	85	95	99	108	114	121	128
■ Felony 2005	10	16	23	31	47	63	69	76	92	111	107	116
■ Felony 2006	11	18	27	38	48							

Misdemeanor Arrests (Cumulative) 2004 - 2006 YTD Comparison



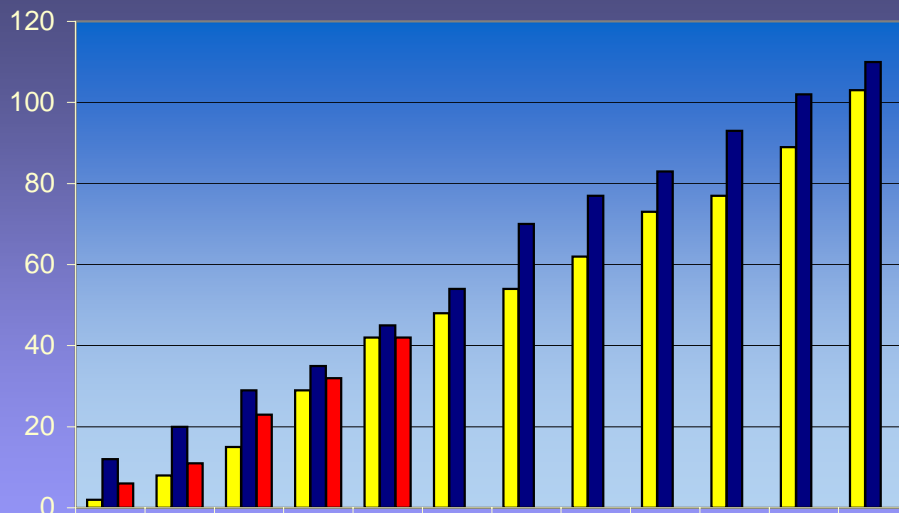
■ Misdemeanor 2004	34	58	81	104	132	144	157	174	192	203	215	230
■ Misdemeanor 2005	26	54	71	95	129	158	194	219	273	316	348	374
■ Misdemeanor 2006	30	77	101	124	154							

DUI Arrests (cumulative) 2004 - 2006 YTD Comparison



	1	2	3	4	5	6	7	8	9	10	11	12
■ DUI 2004	4	9	13	18	21	23	25	26	30	33	37	42
■ DUI 2005	4	9	15	26	32	36	37	43	47	56	58	70
■ DUI 2006	3	6	15	18	23							

Warrant Arrests (cumulative) 2004 - 2006 YTD Comparison



	1	2	3	4	5	6	7	8	9	10	11	12
■ Warrant 2004	2	8	15	29	42	48	54	62	73	77	89	103
■ Warrant 2005	12	20	29	35	45	54	70	77	83	93	102	110
■ Warrant 2006	6	11	23	32	42							