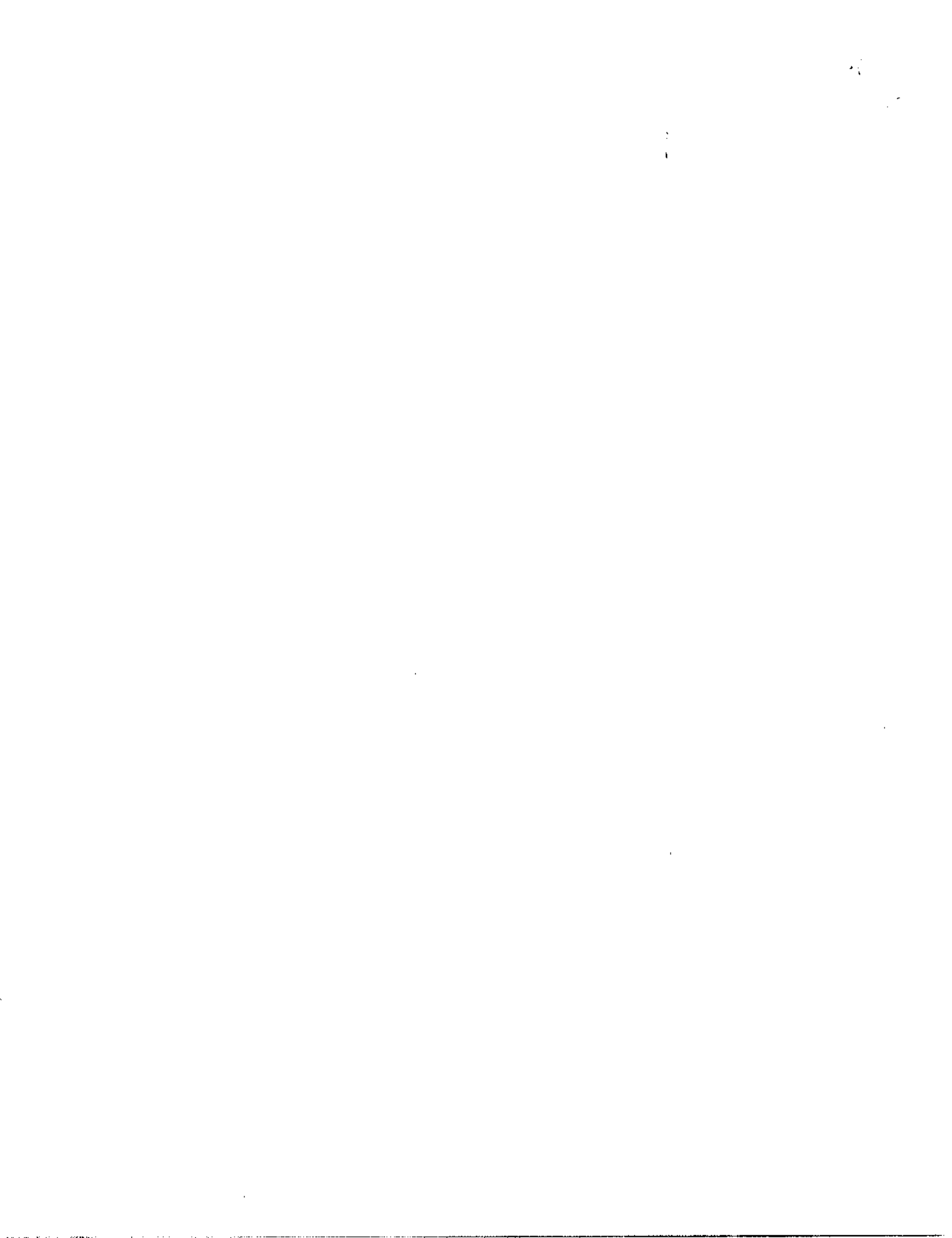
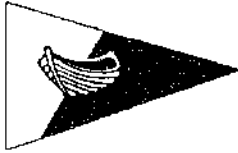


GIG HARBOR CITY COUNCIL MEETING

SEPTEMBER 28, 1992

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





City of Gig Harbor. The "Maritime City."  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING  
SEPTEMBER 28, 1992

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARINGS:

1. ANX91-07: Tallman Annexation (pre-annexation zoning).

APPROVAL OF MINUTES:

CORRESPONDENCE: None scheduled.

OLD BUSINESS:

1. Ordinance amending Ordinance #633 (ULID #3 Bond Anticipation Note interest payment due date) - 2nd reading.
2. Professional Services Agreement - GMA Visioning/Public Forums.

NEW BUSINESS:

1. Pacific Rim Utility Extension Agreement.
2. Pierce County Regional Council Interlocal Agreement.

DEPARTMENT MANAGERS' REPORTS: None scheduled.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT:

1. Tacoma City Council meeting of September 15, 1992.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION:

1. Vacation of Sellers Street.

1ADJOURN:






City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: Mayor Wilbert and City Council

FROM:  Ray Gilmore, Planning Director

DATE: September 24, 1992

SUBJ.: Recommendation of the Planning Commission --  
Pre-annexation Zoning, Gig Harbor Interchange  
Annexation (ANX 91-07/James Tallman); 1st  
reading of ordinance

For your consideration, I have attached a draft ordinance which includes the recommendation of the Planning Commission for the proposed zoning of 120 acres within an annexation proposed by James Tallman, et. al. Also attached is the staff report/exhibits on the proposal, the petitioners request for zoning and copies of correspondence received as a result of the public hearing.

#### Staff Recommendation

The petitioner proposed a zoning plan for the area which included 44 acres proposed as WSC (Westside Commercial), 50 acres as RB-2 (Residential business high intensity), 10 acres as B-2 (General commercial) and 16 acres as R-1 (single family residential).

Staff recommended approval of the petitioners request, subject to conditions, as follows:

1. In order to meet the intent of the zoning code respective to buffering existing lower intensity residential from higher intensity commercial use, the WSC bordering the existing residential developments of Cedarcrest and Sunnybrae must be provided with an additional 40 vegetated buffer which excludes any roads as part of the buffer width calculation. This shall be established as an annexation agreement subject to the approval of the City Council upon adoption of the annexation ordinance. The agreement shall also stipulate that approval of any future use or development on the WSC zoned property within the annexed area is not a waiver of the requirements of the zoning code respective to landscaping and setback standards.

2. The R-1 district surrounding the interchange wetlands shall be eliminated in favor of a uniform zone (WSC and/or RB-2). The wetlands shall be identified, mapped and classified consistent with the City of Gig Harbor Wetland Management Ordinance. The wetlands and buffers shall either be identified as a conservation easement, filed with the County Auditor as a covenant to the land, or the petitioner may submit the approved wetlands mitigation plan (as approved by Pierce County) as part of a pre-annexation agreement.
3. The proposed C-1 district for the small triangle shaped property at the end of Grandview, east of SR-16, shall be eliminated in favor of a B-2 district.
4. The revised zoning plan, as described in Attachment 3, shall be adopted as the preferred zoning plan for the annexation area.

Staff findings in support of its recommendation are detailed in section III of the staff report.

#### Planning Commission Recommendation

The Planning Commission conducted a public hearing on August 18 and a worksession on September 1, 1992 to consider the staff analysis and the comments received as a result of the public hearing. The Planning Commission has recommended that a zoning plan be approved which emphasizes low-intensity business/professional office and single family residential uses west of SR-16 and general commercial and single family east of SR-16.

The Planning Commission felt that the petitioners' zoning request was to intense for the area, particularly in respect to impacts on adjacent residential neighborhoods (Cedarcrest and Sunnybrae). Essentially, the Planning Commission recommendation yields a land use allocation of 65 acres as R-1 (single family residential), 45 acres as RB-1 (low-intensity residential business) and 10 acres as B-2 (general commercial).

Pursuant to RCW 35A.14.340, the Council must conduct at least two public hearings, not less than thirty days apart, on a pre-annexation zoning request. The second public hearing, which is scheduled for Tuesday, November 9, will also be combined with the public hearing on the notice of intent to annex (60% petition).

CITY OF GIG HARBOR

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR ADOPTING ZONING DESIGNATIONS FOR THE AREA INCLUDED UNDER A PETITION SUBMITTED BY JAMES TALLMAN FOR AN ANNEXATION (ANX 91-07) DESCRIBED AS THE GIG HARBOR INTERCHANGE ANNEXATION.

WHEREAS, on July 31, 1991, a petition for request for consideration of annexation of approximately 120 acres was submitted by James Tallman, et.al.; and,

WHEREAS, the petition requested a zoning plan and district designations in conformance with the City of Gig Harbor Comprehensive Plan of 1986; and,

WHEREAS, the City Council did on September 23, 1991, accept said petition for consideration; and,

WHEREAS, the petitioner submitted to the City of Gig Harbor Planning Commission proposed zoning district designations for the area; and,

WHEREAS, the Planning Commission, acting under its authority pursuant to RCW 35A.14.330, did conduct a public hearing on August 18, 1992 on the petitioners proposed annexation for the area; and,

WHEREAS, the Planning Commission, upon consideration of the staff's recommendation and the oral and written comments received in response to the public hearing did, at a worksession on September 1, 1991, propose a pre-annexation zoning plan for the area which is attached to this ordinance as "EXHIBIT A" and adopted findings of fact in support of its recommendation to the City Council which is attached to this ordinance as "EXHIBIT B" ; and,

WHEREAS, such annexation proposal is within the future potential annexation area as defined by the City of Gig Harbor; and

WHEREAS, on May 18, 1992 a determination of environmental non-significance was issued for the proposal, based upon a review of the environmental documents submitted by the petitioner, in accordance with the City of Gig Harbor Environmental Policy Ordinance, Title 18 of the Gig Harbor Municipal Code;; and,

WHEREAS, the City Council did conduct two public hearings not less than thirty days apart on September 28, 1992 and November 10, 1992, to accept public comment on the proposed zoning plan for the area; and,

WHEREAS, the City Council has complied with the procedural requirements of RCW 35A.14 in consideration of the pre-annexation zoning for the area subject to this annexation.

NOW, THEREFORE, the city council of the City of Gig Harbor ORDAINS as follows:

Section 1. The real property described in this ordinance as "Exhibit A" is hereby zoned in accordance with the zoning districts as defined on the exhibit and is within a height overlay district, per Section 17.62 of the Zoning Code.

Section 2. This ordinance shall be in full force and take effect five (5) days after the notification of approval of the annexation petition by the Pierce County Boundary Review Board according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council on this November 10, 1992.

---

Gretchen Wilbert, Mayor

ATTEST:

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Mark E. Hoppen  
City Clerk/Treasurer

Filed with the City Clerk: 9/23/92  
Passed by the City Council:  
Date Published:  
Effective Date:



**CITY OF GIG HARBOR  
PLANNING COMMISSION  
FINDINGS OF FACT/RECOMMENDATION  
PREANNEXATION ZONING -- ANX 91-07**

---

1. The RB-1 (Residential Business) zoning designation for the interchange area west of SR-16 is a valid expression of the commercial-business designation of the Comprehensive Plan of 1986. It provides for a large variety of business opportunities while protecting the character of the adjacent residential areas.
2. The RB-1 zoning designation precludes high intensity commercial uses and would protect adjacent residential uses from the impacts of high intensity commercial uses.
3. The RB-1 zoning designation would serve to minimize any additional traffic impacts at the Wollochet interchange by the nature of the allowable low intensity business uses. Traffic congestion was a significant concern expressed at the public hearing by the residents of the area.
4. The City of Gig Harbor Comprehensive Plan of 1986 on page 27, item 6 (Goal: Create Identity), states:

Define and protect the integrity of small planning areas, particularly residential neighborhoods, which have common boundaries, uses and concerns using transition land use areas and landscape buffers. Encourage neighborhood property owners, including residents of land which may annex to the City, to participate in the creation of local plans which may detail public improvements, zoning issues and other planning concerns.

The preannexation zoning designations and the process employed by the Planning Commission for this proposal is a valid implementation of this goal and furthers the intent of the Comprehensive Plan.

5. The wetlands identified on the interchange site are the subject of public concern, as expressed at the public hearing. The City of Gig Harbor Wetland Management Ordinance provides management and protection for these areas and the proposed zoning

designations of RB-1 and R-1 would serve to provide additional protection from the lower intensity of uses allowable under the designations.

6. The zoning designations as recommended do not impede nor restrict the property owners reasonable use of these lands, recognizing the limitations which currently constrain the property from more intensive commercial uses.
7. The recommended zoning designation allows for the opportunity to develop the west Wollochet interchange area in a manner which is sensitive to the natural system limitations and surrounding residential subdivisions. The property owners within the annexation area may exercise options under the City's zoning code, such as the planned unit development section (Section 17.90), to develop to a more intense level of use through the careful and considerate application of design and open space.
8. A SEPA determination of environmental non-significance was issued for the pre-annexation zoning request on May 18, 1992 by the City of Gig Harbor SEPA responsible official. The responsible official has determined that the environmental impacts from the pre-annexation zoning, which is a non-project proposal, would not have significant adverse impacts upon the environment.
9. Limiting the commercial use of this area, which is within one mile of the City of Gig Harbor downtown business district, would serve to minimize the potential adverse affects to the community from the dislocation or relocation of downtown businesses to outlying areas.

#### RECOMMENDATION OF THE PLANNING COMMISSION

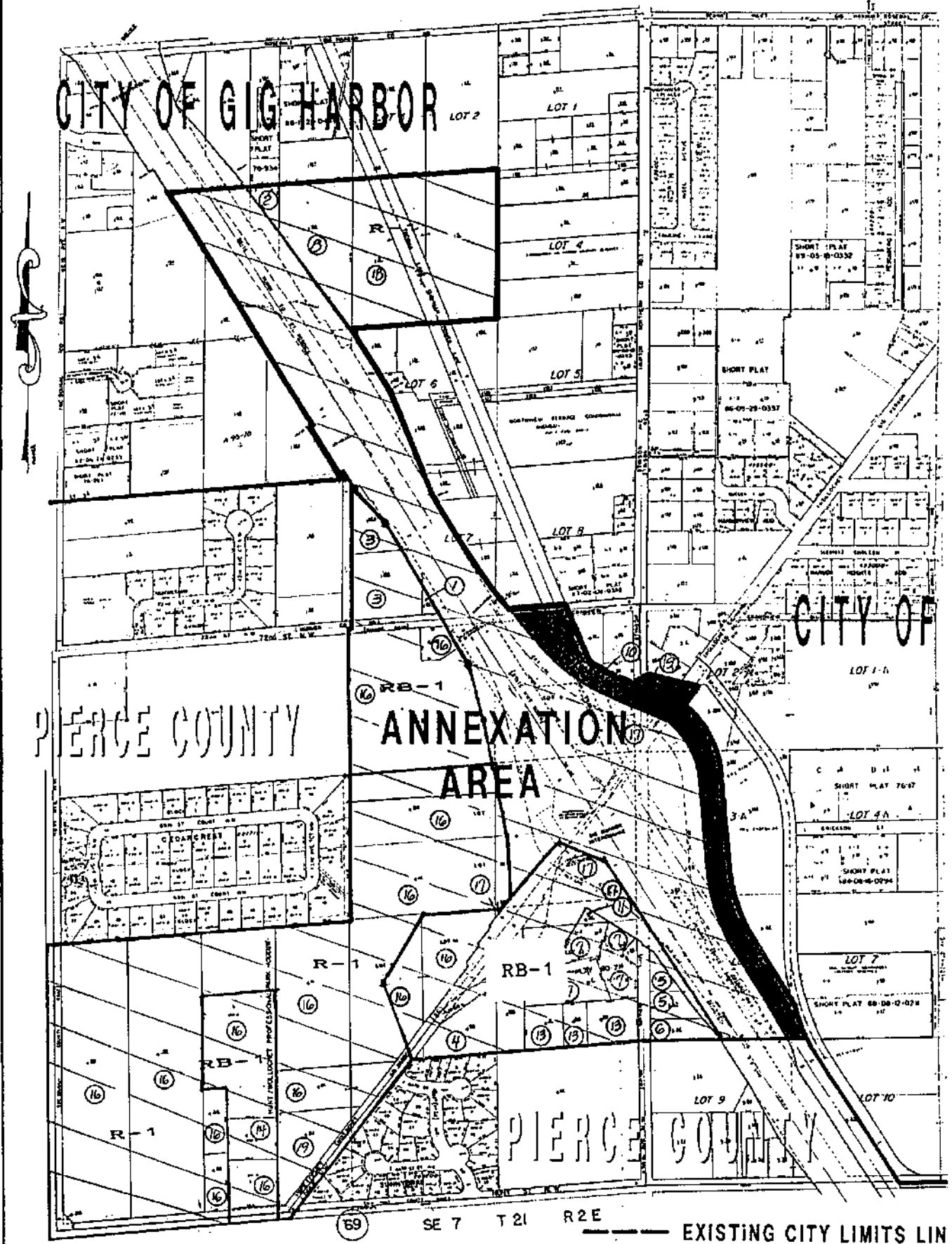
The City of Gig Harbor Planning Commission recommends to the City Council that the zoning designations as described on the attached map (Exhibit 1) and the wetlands conservation easement as proposed by staff, be adopted as the preannexation zoning for ANX 91-07.

Respectfully submitted this date Sept. 17, 1992

Kae Paterson

Kae Paterson, Chair, Planning Commission

# GIG HARBOR INTERCHANGE ANNE



SCALE: 1" = 400'

EXHIBIT B

--- EXISTING CITY LIMITS LINE  
[Thick Black Line] AREA TO BE ANNEXED

PLANNING COMMISSION RECOMMENDATION

**STAFF REPORT**  
**TO THE CITY OF GIG HARBOR PLANNING COMMISSION**  
**ANX 91-07 (TALLMAN) - PREANNEXATION ZONING REQUEST**

**PART 1 : GENERAL INFORMATION**

**A. APPLICANT:**

James Tallman  
P.O. Box 492  
Gig Harbor, WA 98335

**B. OWNER:**

James Tallman  
P.O. Box 492  
Gig Harbor, WA 98335

**C. AGENT:**

PAC-Tech Engineering  
2601 South 35th Street - Suite 200  
Tacoma, WA 98409  
CONTACT: Geoff Moore  
PH: (206) 473-4491

**D. REQUEST:**

Preannexation zoning request to designate approximately 118 acres a combination of commercial, residential and residential business, in accordance with the zoning designations prescribed by the City of Gig Harbor Zoning Code, Title 17 of the Gig Harbor Municipal Code. Refer to the attached proposed zoning designation map for particulars. The area adjacent to the Wollochet interchange (approximately 54 acres) was the subject of an annexation request in 1982. The area was proposed to have two zoning designations: B-2 and R-1. Although approved by the City of Gig Harbor with a notice of intent to annex filed on October 18, 1982, the Pierce County Boundary Review Board invoked jurisdiction on November 18, 1982. Following a public hearing on January 7, 1983, the BRB entered its written decision and denied the annexation request on April 25, 1983.

**E. GENERAL AREA DESCRIPTION:**

1. Location:  
The area is generally described as being located

predominantly west SR-16 at the Wollochet interchange, extending north approximately 2,300 feet, including state right-of-way, and including that portion of unincorporated Pierce County lying south of Rosedale Street on either side of the City of Tacoma transmission lines.

2. Physical Characteristics:

Property characteristics vary widely, but, for the most part, consist of relatively level areas with wetlands prominent in two portions of the area: near the Wollochet interchange (Tallman property) and south of Rosedale Street (Wilkinson property). Slopes in excess of 15%, but less than 25%, are evidenced on a portion of the area immediately east of SR-16, approximately 600 feet south of Rosedale Street, near the transmission line right-of-way.

F. SURROUNDING LAND-USE/ZONING-COMP PLAN DESIGNATION:

North: Primarily residential, zoned single family residential (R-1) and RB-2 (Residential Business.

East: Commercial (B-2) and Residential (R-1, R-2, R-3), Residential Business (RB-1). Land uses are mixed, consisting of commercial (Pioneer/Kimball Plazas) and residential.

South: Pierce County, Residential and Rural. Land uses are predominantly residential. The 30-lot subdivision of Sunnybrae is probably the single-most dominant land use in the immediate area.

West: Pierce County, Residential and Rural. Land uses are mixed with some commercial and residential. The 28-lot subdivision of Cedarcrest is the dominant residential development in this area.

G. UTILITIES/PUBLIC SERVICES INFORMATION

Sewer/Water:

The area is currently served by on-site sewer systems.

Water is currently provided by Harbor Water. Upon annexation to the city, the area would be served by city water and sewer.

Fire Protection:

Fire protection is provided by Fire District #5. The nearest FD 5 station is located approximately 1/2 mile from the Wollochet interchange.

**Schools:**

The area is served by the Peninsula School District (#401). The nearest school is Gig Harbor High School and Discovery Elementary School located approximately 1.0 mile north of the site on Rosedale Street and Harbor Heights Alternative School located 1/4 mile east on Grandview Drive.

**H. PUBLIC NOTICE:**

Public notice of the hearing before the Planning Commission was given as follows:

Publication of legal notice in Peninsula Gateway: August 12, 1992.

Posted in conspicuous locations within the area:  
August 7, 1992.

**PART II: ANALYSIS**

**A. APPLICABLE LAND-USE POLICIES/CODES**

**1. Pierce County Gig Harbor Peninsula Plan**

The Gig Harbor Peninsula plan, adopted in 1975 with several updates, designates the interchange area west of SR-16 as urban and rural. The majority of the Tallman ownership is considered urban, which would permit a variety of commercial and residential uses, subject to the performance standards as established in the Gig Harbor Peninsula Development Regulations (P.C.C. 9.1-9.3). The area south of Rosedale Street is designated residential.

**2. City of Gig Harbor Comprehensive Plan**

The City of Gig Harbor Comprehensive Plan was adopted in 1986. The interchange area is designated "commercial/business" and, to a lesser extent, suburban agriculture. The area south of Rosedale is designated "medium urban residential" and "preservation area". The City of Gig Harbor Comprehensive Plan does not contain development standards for land uses. Land use standards for the City of Gig Harbor are established in the City of Gig Harbor Zoning Code (Title 17), the Wetlands Management and Critical Areas Ordinances (Title 18) and the City Building and Fire Codes (Title 15).

3. City of Gig Harbor Zoning Code

The applicant is proposing four zoning districts for the area:

- a. Westside Commercial (WSC) -- Multi-use commercial
- b. General Commercial (C-1) -- Commercial/Light Industrial
- c. Residential Business (RB-2) -- Medium Intensity Mixed Use Business/Professional and Residential
- d. Single Family Residential (R-1) -- Single family residential district

Excerpts from the City Zoning Code which describes allowable uses and performance standards within each district is enclosed as "Attachment 1".

4. Comparison of Zoning Districts to Peninsula Development Regulations:

A direct comparison of the City's Zoning Code with the Gig Harbor Peninsula's is difficult as each document incorporates a different basis of land use standard.

The City utilizes a more "Euclidian" approach which defines the appropriate use by district boundary and establishes minimum/maximum performance standards (height, bulk, density, setbacks, landscaping, etc.) for the allowable use. Discretion is limited by the strict regulatory nature of this system.

The Gig Harbor Development Regulations is "performance based" using an "environment system" where, theoretically, any use can be allowed in any environment subject to varying degrees of performance to achieve compatibility. Discretion can be exercised more freely as this system's performance latitude is more broad based.

A general comparison of the two documents indicates that the City's zoning code is more restrictive in terms of setbacks, height, impervious coverage, and, in some instances, density while the Peninsula Development Regulations are more specific in terms of open space bonuses and environmental parameters (emissions, physical limitations/special standards). Both documents are similar in regulating signage and landscaping, parking and loading facilities standards.

With the exception of single family and two family dwellings, most development applications require review

before the city hearing examiner. A hearing examiner system is also used by Pierce County.

5. Other Land-Use and Development Regulations Both Pierce County and the City of Gig Harbor have subdivision and short subdivision ordinances, wetland management regulations, critical areas ordinances and shoreline master programs. Each jurisdiction also has adopted accepted engineering standards for road design and construction, sewer and water utility installations and storm drainage systems.

6. Petitioners Justification for Proposed Zoning Plan

The petitioners, through their agent PAC-Tech Engineering of Tacoma, has submitted a letter of justification for the proposed zoning plan for the area. The letter is attached as "Attachment 2" and is summarized as follows: The city's comprehensive plan has nine classifications, four of which are used within the annexation area. The Comprehensive Plan classifications are implemented through the applications of the various zone classifications contained within the city zoning code, which lists three residential and seven commercial/business/professional office districts. R-1 is applied to those areas south of Rosedale which, although designated as "preservation areas", is a reasonable implementation of the comp plan. Properties lying south of 72nd and extending along Wollochet Drive, designated as commercial/business in the comp plan, are proposed for the WSC district. This would also apply to the properties south of Wollochet, within the interchange area. An RB-2 designation is proposed for those properties lying west of the Talmo wetland.

## B. STAFF ANALYSIS OF THE PROPOSED ZONING PLAN

The City Comprehensive Plan and the Peninsula Plan exhibit similarities in the land use classifications of the annexation area. The major difference lies within the land-use implementation method (or zoning). The petitioners choice of using a commercial district for implementation of the "commercial/business" designation is generally consistent with the City Comprehensive Plan. The use of an RB district for an area designated as residential is not quite as clear and requires a degree of interpretation respective to the property and surrounding land uses.

1. Zoning District Evaluation

The C-1 (General Commercial) district, as proposed for the small triangle shaped property east of SR-16, is



the most intense land-use zone within the city's zoning code. In effect, the C-1 district is the "all-purpose" commercial-light industrial district. In respect to performance standards, it is quite similar to the B-2 district.

The WSC (Westside Commercial) district is a relatively new zoning district (1988) that has yet to be applied to the city zoning district map. The purpose of this zoning district is to "designate an area adjacent to SR-16 for relatively high intensity land uses which will provide for both the needs of the community and the traveling public. The area is intended to allow for a wide range of services inclusive of retail, medical, business, recreation, entertainment, lodging, food services and wholesale distribution." The WSC district provides for a variety of land uses and incorporates performance standards to address landscaping, height, impervious coverage, and bulk regulations. The WSC is similar to the B-2 district, with the exception of height. The B-2 district, within the height overlay district, allows a maximum height of 35 feet. WSC also has a maximum height of 35 feet which, upon approval of a conditional use permit, may be increased to a maximum of 60 feet for hotels, motels and offices with reduced setback and reduced impervious coverage. Generally, the performance standards within the WSC district are more restrictive than the B-2 district. The WSC district is the only zoning district that mandates a certain architectural style, even though the standard is fairly general.

The RB-2 district is intended to "provide a mix of medium density residential uses with certain specified business and personal/professional services. It is intended to serve as a transitional buffer between high intensity commercial areas and lower intensity residential areas." In comparison to the lower intensity RB-1 district, the RB-2 allows a greater variety of business and residential uses but requires a greater degree of buffering between residential and non-residential uses (40 feet as compared to 30 feet in an RB-1).

The R-1 district (proposed for the north portion of the annexation area and the area encompassing the wetlands near the interchange) is a single family residential zone and is considered the lowest intensity zoning district in the city.

## 2. General Discussion

The proposed C-1 district east of SR-16 does not seem reasonable considering the size of the parcel and the

predominance of the B-2 district in this area. This property should also be designated as B-2 for consistency.

The use of WSC as the dominant commercial district in the interchange area is reasonable as it meets the intent of the zoning code and implements the Comprehensive Plan. It would be unreasonable to apply a less intense residential zoning district to the interchange property due to the proximity of the freeway and the resultant impacts freeway noise and air quality would have on the adjacent property. However, where the WSC abuts an existing residential development (Cedarcrest, Sunnybrae and some large lot residential), it does not appear to be consistent with the intent of serving as a buffer between high intensity commercial and lower intensity residential uses. This is more the function of an RB district which requires a greater buffer (40 feet in an RB-2 as opposed to 25 feet in WSC) between non-residential and residential uses. This is resolvable by either zoning the property RB-2 or by requiring, as a condition of annexation, the establishment of an additional 40 foot vegetated buffer and which excludes any private road from the buffer width calculation.

Although intended to provide for a low intensity use, the petitioners proposal to use an R-1 district for the wetland area within the interchange results in a fragmented, unreasonable and discontinuous zoning plan for the property. It is more appropriate to rely upon the adopted wetland management regulations to protect wetlands and to propose a zoning plan that is reasonable. The designation of a conservation easement for the wetlands and buffers or the adoption of the petitioners approved wetland mitigation plan (as approved by Pierce County) as part of the annexation agreement may be considered.

One issue which is likely to surface during the Planning Commission's deliberations on this proposal is the subject of height. As stated previously, the maximum height within the city (within a height overlay district) is 35 feet. This may be increased within the WSC to 60 feet, but with reduced setbacks and impervious coverage. The increased height may not be granted administratively but must be reviewed by the hearing examiner as a conditional use at a public hearing. As is usually the case, a request for increased height would also be accompanied by a request for a site plan review, which can only be considered by the City Council, on a recommendation from the hearing examiner. Under the Peninsula Development Regulations, heights may exceed 35 feet with no maximum (in theory). In practice, some of the maximum heights realized have been to 55 feet (Point Fosdick Medical Facility).

### **PART III : FINDINGS AND CONCLUSIONS**

Based upon the analysis in Part II of this report, the following findings are recommended:

1. The proposed annexation area is within the City of Gig Harbor Urban Planning Area, as defined in the City of Gig Harbor Comprehensive Plan of 1986.
2. The proposed annexation area is within the City of Gig Harbor annexation area, as stipulated in the Pierce County/City of Gig Harbor interlocal agreement of 1987.
3. The proposed zoning districts for the area are consistent with the City of Gig Harbor Comprehensive Plan of 1986 as per Graphic 9 (Land Use) and appear to be generally consistent with the Peninsula Development Regulations environments map of 1975.
4. The proposed zoning districts for the area represent a logical and reasonable implementation of the City of Gig Harbor Comprehensive Plan of 1986.
5. The proposed zoning district boundaries, with the exception of the R-1 designation on the Tallman ownership adjacent to the wetlands, are reasonable and reflect a land-use pattern that would be compatible with existing and proposed uses.

#### PART IV: RECOMMENDATION

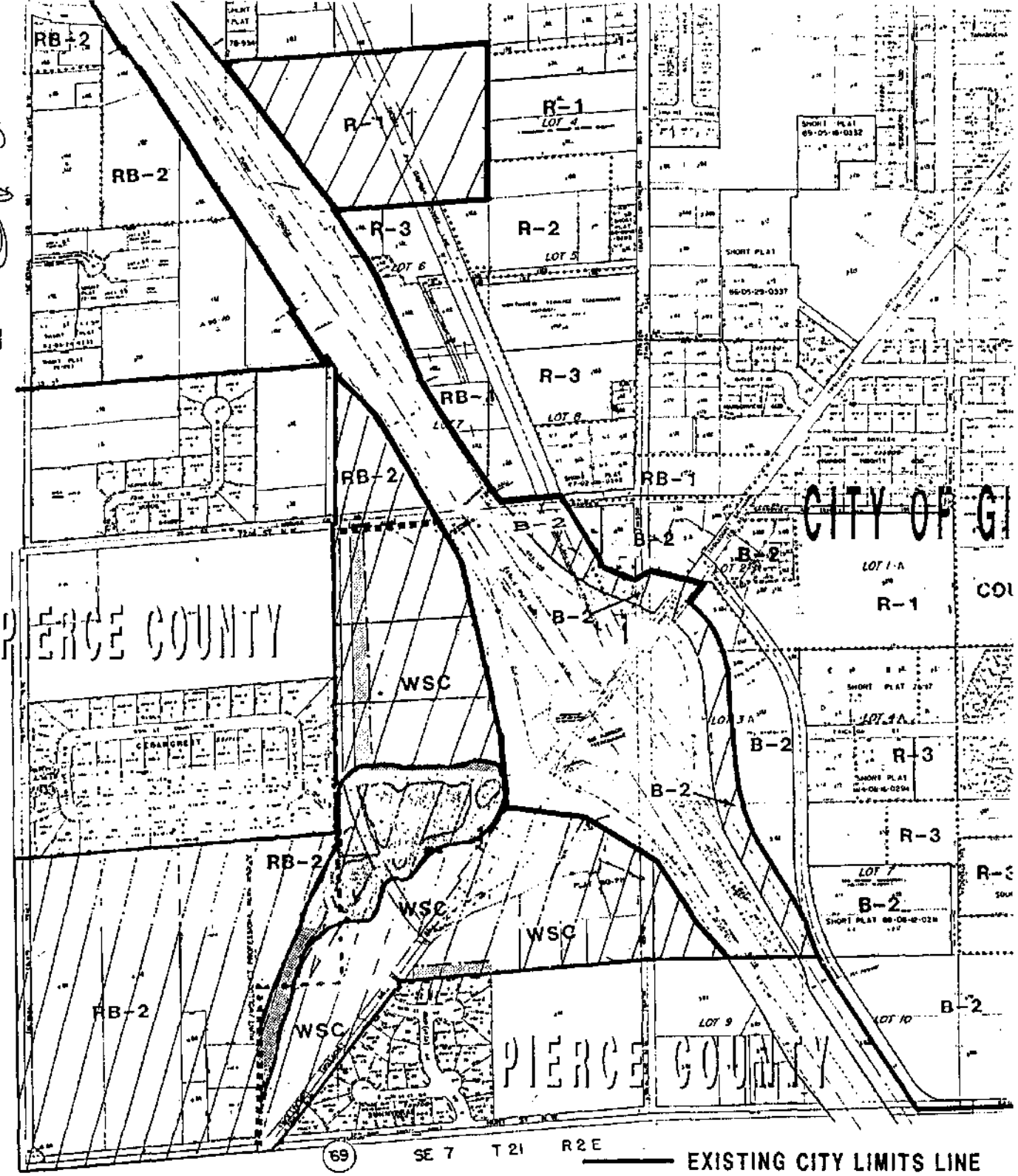
Based upon the preceding analysis, staff recommends approval of the preannexation zoning plan with the following amendments and conditions:

1. In order to meet the intent of the zoning code respective to buffering existing lower intensity residential from higher intensity commercial use, the WSC bordering the existing residential developments of Cedarcrest and Sunnybrae must be provided with an additional 40 vegetated buffer which excludes any roads as part of the buffer width calculation. This shall be established as an annexation agreement subject to the approval of the City Council upon adoption of the annexation ordinance. The agreement shall also stipulate that approval of any future use or development on the WSC zoned property within the annexed area is not a waiver of the requirements of the zoning code respective to landscaping and setback standards.

2. The R-1 district surrounding the interchange wetlands shall be eliminated in favor of a uniform zone (WSC and/or RB-2). The wetlands shall be identified, mapped and classified consistent with the City of Gig Harbor Wetland Management Ordinance. The wetlands and buffers shall either be identified as a conservation easement, filed with the County Auditor as a covenant to the land, or the petitioner may submit the approved wetlands mitigation plan (as approved by Pierce County) as part of a pre-annexation agreement.
3. The proposed C-1 district for the small triangle shaped property at the end of Grandview, east of SR-16, shall be eliminated in favor of a B-2 district.
4. The revised zoning plan, as described in Attachment 3, shall be adopted as the preferred zoning plan for the annexation area.

Staff report prepared by:  R. Gilmore, Planning Director

Date: August 11, 1992



SCALE: 1" = 400'

EXISTING CITY LIMITS LINE  
AREA TO BE ZONED

**LEGEND:**

- R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3 MULTI-FAMILY RESIDENTIAL DISTRICT
- RB-1 RESIDENTIAL/BUSINESS DISTRICT - LOW INTENSITY
- RB-2 RESIDENTIAL/BUSINESS DISTRICT - HIGH INTENSITY
- ..... EXISTING ZONING
- PROPOSED ZONING
- WSC WESTSIDE COMMERCIAL
- C-1 COMMERCIAL DISTRICT
- ▣ WETLAND BUFFER/CONSERVATION EASEMENT
- UNDEVELOPED AREA

**STAFF RECOMMENDATION**

69 SE 7 T 21 R 2 E



**PAC-TECH** Engineering, Inc.  
Engineers / Planners / Surveyors

JUN 15 92

June 11, 1992  
File #10431

Mr. Ray Gilmore  
City of Gig Harbor  
P. O. Box 145  
Gig Harbor, WA 98335

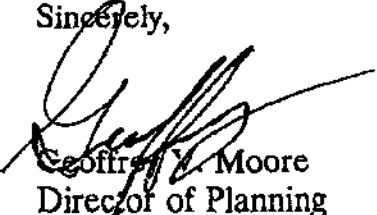
Reference: Case No. ANX 91-07/Talmo Annexation

Dear Ray:

Attached you will find an analysis I have prepared concerning the proposed zoning map for the Talmo Annexation area. I hope this will be helpful to you and the Planning Commission in their public hearing on the matter. Our current proposal includes zoning the existing wetland areas R-1. Your suggestion to use a conservation easement in lieu of that sounds appropriate for the Talmo acreage as the boundary is already surveyed. However, I do not believe it will work for the property lying east of SR-16. We would have no objections to this change for the Talmo property.

I will be out of town during the week of July 7, 1992 and unable to attend the scheduled public meeting. I will return the week of the 20th and hope that we can either schedule the Planning Commission's public meeting for sometime prior to July 3, 1992 or after July 20, 1992. Please let me know what arrangements we can make so that I can coordinate with Jim.

Sincerely,



Geoffrey Y. Moore  
Director of Planning

GVM/sl/ms

Attachment

c: Talmo, Inc.  
Attn: Mr. Jim Tallman

2601 South 35th - Suite 200 / Tacoma, WA 98409 / 473-4491 / FAX 474-5871

6100 Southcenter Blvd. - Suite 100 / Seattle, WA 98188 / 243-7112 / FAX 243-7109  
3721 Kitsap Way - Suite 4 / Bremerton, WA 98312 / 377-2053 / FAX 377-2293

June 11, 1991  
File #10431

## **NARRATIVE RATIONALE FOR PROPOSED ZONING MAP**

The following analysis will compare the current Pierce County Land Use Regulations with the City of Gig Harbor's Land Use Regulations for the area you are considering for annexation within Case No. ANX 91-07. The analysis will describe the existing County Comprehensive Plan Designations and Development Regulations. It will then compare those to the existing City Comprehensive Plan and Zoning Code and analyze the appropriateness of the proposed zone classifications to the properties considered for annexation. The analysis will discuss purely planning and zoning issues, not issues relating to annexation.

Pierce County currently controls Land Use within the annexation area with the Gig Harbor Peninsula Comprehensive Plan and Development Regulations adopted in 1975. This program is essentially a performance standards system of regulation that requires site plan review for almost all uses, which is similar to the site plan review requirements contained within the City's Zoning Code. However, unlike the City's Code, the County program has only five classifications, which are urban, residential, rural, conservancy, and natural. These environment classifications are common to both the Comprehensive Plan and Development Regulations (Zoning Code). Unlike a standard zoning program that regulated land uses by type into various classifications, the Development Regulations allow potentially any land use in any environment classification. Instead of controlling use, the development of the property is controlled by limiting the percentage of the ground that can be developed. Therefore, a commercial activity in rural would be allowed to develop less of a site than if the same commercial activity were in residential or were in urban. Similarly, a residential use developed in the rural classification would be allowed a lower density than in residential or urban. Within the area proposed for annexation, there are three environment classifications being used and they are urban, residential, and rural.

The City of Gig Harbor's Zoning Code and Comprehensive Plan are more traditional and involve a zoning program that implements the Comprehensive Plan classifications and segregates various land uses into zone classifications. The City's Comprehensive Plan has nine (9) classifications and four (4) of them are used within the annexation area. These classifications are as follows:

1. Commercial/Business
2. Low Urban Residential (Septic)
3. Medium Urban Residential
4. Preservation Area

These Comprehensive Plan classifications are implemented through application of the

various zone classifications contained within the City Zoning Code. The following is a breakdown of the zone classifications that could be used based on anticipated land use type:

**Residential Classifications:**

1. Single-Family Residential (R-1)
2. Medium Density Residential (R-2)
3. Multi-Family Residential (R-3)

**Commercial/Business Classifications:**

1. Residential and Business District (RB-1)
2. Residential and Business District (RB-2)
3. District B-1
4. General Business District (B-2)
5. Commercial District (C-1)
6. District G.S.
7. Westside Commercial Zone (WSC)

**Preservation Areas:**

No zone classification currently exists within the City Code. However, traditionally single-family residential (R-1) is applied.

Turning to the proposed zoning map, the northerly portion of the annexation area falls within the Preservation Area Classification. Therefore, we have applied the R-1 Zone. Moving southerly along the west side of State Route 16, properties lying north of 72nd and contained within the low urban residential (septic) classification are suggested for inclusion in the RB-2 classification. Properties lying south of 72nd Street and extending along Wollochet Drive and designated Commercial/Business are proposed for the WSC classification. The wetland area, which is not designated within a classification on the Comprehensive Plan Map and lying on the Talmo ownership, has been proposed for a R-1 classification. Properties lying west of the wetland are in the RB-2 classification. Similarly, properties lying south of the Gig Harbor Interchange and east of Wollochet are currently designated Commercial/Business and are proposed for the WSC zone classification. As is the case with the County's zoning program, any major use within these classifications would require a site plan review and approval involving hearings before the Hearing Examiner and City Council.



REGULAR GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 14, 1992

PRESENT: Councilmembers Frisbie, Stevens-Taylor, Platt, English, Markovich, and Mayor Wilbert.

PUBLIC COMMENT/DISCUSSION:

1. Resident Ray Runyon expressed concerns over the areas of the city where brick pavers are used in place of actual sidewalks. His concern was to limit traffic in the areas of the brick to increase pedestrian safety.

CALL TO ORDER: 7:15 p.m.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of August 24, 1992 with suggested corrections.  
English/Stevens-Taylor - unanimously approved.

CORRESPONDENCE: None scheduled.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Contract for Professional Services - McConnell/Burke, Inc.  
Planning Director Ray Gilmore presented the contract and provided information on the scope of the project to assist in the development of a comprehensive plan to comply with the state Growth Management Act. The firm would be responsible for conducting a series of "visioning" meetings to determine citizen desires for the community.

Discussion followed on the advantages and disadvantages of the McConnell/Burke firm working on this project. Councilmembers Frisbie and Markovich questioned the firms' expertise and suggested that current staff, working overtime, could accomplish the project as presented.

Council directed Mr. Gilmore to prepare a revision to the proposal with more specific tasks and reduce the time spent on each.

2. Ordinance amending Ordinance #633 - 1st reading.  
Finance Officer Tom Enlow presented the ordinance amending the dates for the first interest payment for the ULID #3 Bond Anticipation Note.
3. Resolution creating change funds for police department and municipal court.  
Mr. Enlow explained that the state auditors had recommended change funds for the police department and municipal court in order to facilitate recordkeeping.

MOTION: To approve Resolution #363.  
Frisbie/Stevens-Taylor - unanimously approved.

4. Puget Sound Regional Council Interlocal Agreement.  
City Administrator Mark Hoppen explained the changes in the agreement with the Puget Sound Regional Council. The new agreement includes transportation agencies and ports as members and establishes a new dues structure.

MOTION: To authorize the Mayor and City Attorney to sign the interlocal agreement on behalf of the city.  
Markovich/Stevens-Taylor - approved by a vote of 4 - 1 with Frisbie voting against.

5. Interagency Park Agreement.  
Mr. Hoppen explained the agreement to facilitate master planning for parks on the peninsula. Jurisdictions included in this interagency agreement include the Key Peninsula Parks and Recreation District; the Peninsula Parks and Recreation District; the Peninsula School District; Pierce County Parks, Recreation, and Community Services Department; and the City of Gig Harbor.

MOTION: To approve participation in the interagency agreement.  
Frisbie/English - unanimously approved.

6. Liquor license renewals.  
No action taken.

DEPARTMENT MANAGERS' REPORTS:

1. Police.  
Police Chief Denny Richards provided information on recent burglaries in the city and presented the department's monthly statistics.
2. Public Works.  
Public Works Director Ben Yazici provided council with an update on the many public works projects currently in progress.

MAYOR'S REPORT:

Mayor Wilbert provided information on Tacoma's Urban Growth Boundary study.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public information workshop, Wednesday, September 16, 1992, 7:00 p.m., in City Hall Council Chambers.
2. Planning Commission and City Council continued worksession on the Shoreline Master Program, Thursday, September 24, 1992; 6:30 p.m., in City Hall Council Chambers.

APPROVAL OF PAYROLL:

MOTION: To approve payments of warrants #7416 through #7529 (less numbers 7452, 7504, and 7516 which had been voided) in the amount of \$141,466.45.  
Platt/English - unanimously approved.

APPROVAL OF BILLS:

MOTION: To approve payments of warrants #9360 through #9452 in the amount of \$80,534.70.  
Platt/English - unanimously approved.

EXECUTIVE SESSION:

MOTION: To go into executive session at 8:50 p.m. for the purpose of discussion property acquisition, legal issues, and personnel issues to take approximately 20 minutes.  
English/Stevens-Taylor - unanimously approved.

MOTION: To return to regular session.  
English/Stevens-Taylor - unanimously approved.

MOTION: To authorize staff, under direction of the City Administrator and the Mayor, to make the Merit Fund adjustments at \$6,000, so long as the individual budgets can sustain those changes.  
Frisbie/English - unanimously approved.

MOTION: To adjourn at 9:50 p.m.  
Stevens-Taylor/English - unanimously approved.

Cassette recorder utilized.  
Tape 288 Side B 023 - end  
Tape 289 Side A 000 - end  
Side B 000 - 303.

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Mayor

---

City Administrator

CITY OF GIG HARBOR, WASHINGTON

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

AN ORDINANCE of the City Council of Gig Harbor, Washington, approving an amendment to Ordinance No. 633, of the City to change the first interest payment date of the bonds authorized therein.

WHEREAS, the City of Gig Harbor, Washington (the "City") now operates and maintains a combined system of water and sewerage (the "System"), and

WHEREAS, the City formed Utility Local Improvement District No. 3 on January 27, 1992, by the passage of Ordinance No. 617 for the purpose of undertaking an extension of the System to certain areas outside the boundaries of the City; and

WHEREAS, to finance a portion of the cost of certain road improvements to the system, the City Council of the City passed on August 10, 1992 Ordinance No. 633, authorizing the issuance and sale of subordinate lien water and sewer bond anticipation notes in the aggregate principal amount of \$1,800,000 (the "Notes")

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

Section 1. Definitions. Unless otherwise defined, capitalized terms used in this ordinance shall have the same meanings given to such terms in Ordinance No. 633 of the City Council.

Section 2. Amendment of Section 4 of Ordinance No. 633. The first paragraph of Section 4 of Ordinance No. 633, of the City Council is hereby amended to read as follows (with additions underlined and deletions stricken through):

Section 4. Authorization of Notes. For the purpose of providing interim financing of the Project pending its completion and the issuance of the Bonds, the Council hereby authorizes the issuance and sale of its subordinate lien water and sewer revenue bond anticipation notes (the "Notes"). The Notes shall be designated as the "City of Gig Harbor, Washington, Subordinate Lien Water and Sewer Revenue Bond Anticipation Notes, 1992," shall be dated as of August 1, 1992, shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof, shall bear interest at a per annum rate of 4.25%, payable on ~~February 1~~ August 1, 1993 and each February 1 and August 1 thereafter and shall mature on August 1, 1994. Interest on the Notes shall be calculated on the basis of a 360-day year with 30-day months.

Section 3. Amendment of Section 18 of Ordinance No. 633. The front page in Section 18 of Ordinance No. 633 of the City Council is hereby amended to read as follows (with additions underlined and deletions stricken through).

Section 18. Form of Notes and Certificate of Authentication. The Notes shall be in substantially the following form:

UNITED STATES OF AMERICA

\$ \_\_\_\_\_

No. \_\_\_\_\_

STATE OF WASHINGTON

CITY OF GIG HARBOR

SUBORDINATE LIEN WATER AND SEWER REVENUE BOND  
ANTICIPATION NOTE, 1992

INTEREST RATE:

MATURITY DATE:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay, but solely from the Note Fund (hereinafter defined), to the Registered Owner identified above, or registered assigns, on the Maturity Date the Principal Amount specified above and to pay interest thereon from August 1, 1992, or the most recent date to which interest has been paid or duly provided for until payment of this note, at the rate of 4.25% per annum, payable on ~~February 1~~ August 1, 1993 and on each February 1 and August 1 thereafter for as long as this note remains outstanding. Both principal of and interest on this note are payable in lawful money of the United States of America. Interest shall be paid by mailing a check or draft to the registered owner or assigns at the address shown on the Note Register as of the 15th day of the month prior to the interest payment date. Principal shall be paid to the registered owner or assigns upon presentation and surrender of this Note at the principal office of either of the fiscal agencies of the State of Washington in the cities of Seattle, Washington, and New York, New York (collectively the "Note Registrar"). Interest shall be calculated on the basis of a year of 360 days and twelve 30-day months. Both principal of and interest on this note are payable solely out the special fund of the City known as the "Subordinate Lien Water and Sewer Revenue Bond Anticipation Note Fund, 1992" (the "Note Fund") as provided by Ordinance No. 633 of the City (the "Note Ordinance"). The definitions contained in the Note Ordinance shall apply to capitalized terms contained herein.

This note is one of an authorized issue of notes of like date and tenor, except as to number and amount, in the aggregate principal amount of \$1,800,000. The notes of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and the Note Ordinance for the purpose of paying part of the costs of industrial sewer and water improvements to the combined water and sewer system of the City. The notes of this issue are issued in anticipation of the issuance of subordinate lien water and sewer revenue bonds authorized by the City to be issued.

This note is a special obligation of the City and is payable solely from the Note Fund of the City into which the City has covenanted and agreed to deposit the proceeds of water and sewer revenue bonds. The City has further covenanted to deposit money in the Note Fund from the proceeds of water and sewer revenue bonds and Assessments or from other sources, other than tax revenues (limited to earnings and revenue of the System), or from the

proceeds of additional water and sewer revenue bond anticipation notes in amounts sufficient to pay when due the principal of and interest on any and all outstanding notes of this issue. The obligation to apply such funds shall constitute a lien and charge upon available moneys in the Revenue Fund as provided in the Note Ordinance.

The City has reserved the right to redeem any or all of the outstanding notes of this issue on August 1, 1993, or on the first day of any month thereafter, at a price of 100% of the principal amount thereof plus accrued interest to the date of redemption.

Notice of any such intended redemption shall be given not fewer than 30 nor more than 60 days prior to the redemption date by first class mail, postage prepaid, to the registered owner of any bond to be redeemed at the address appearing on the Note Register. The requirements of the Note Ordinance shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the owner of any note. Interest on all of such notes so called for redemption shall cease to accrue on the date fixed for redemption unless such note or notes so called for redemption are not redeemed upon presentation made pursuant to such call. The Note Registrar shall not be required to register, transfer or exchange any note called for redemption within 20 days next preceding the date fixed for such redemption.

Portions of the principal sum of this note in installments of \$5,000 or any integral multiple thereof may also be redeemed in accordance with the provisions set forth above, and if less than all of the principal sum hereof is to be redeemed, upon the surrender of this note at the principal office of the Note Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum hereof, at the option of the Registered Owner, a note or notes of like maturity and interest rate in any of the denominations authorized by the Note Ordinance.

The City hereby irrevocably covenants and agrees with the Registered Owner of this note that it will keep and perform all the covenants of this note and of the Note Ordinance to be by it kept and performed. Reference is hereby made to the Note Ordinance for a complete statement of such covenants and for the definition of capitalized terms used herein.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Note Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this note have happened, been done and performed and that the issuance of this note and the notes of this series does not violate any constitutional, statutory or other limitation upon the amount of indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Gig Harbor, Washington, has caused this note to be signed with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City to be impressed or a facsimile thereof to be imprinted hereon, as of this 1st day of August, 1992.

CITY OF GIG HARBOR, WASHINGTON

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

ATTEST:

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

Section 4. Ratification. As amended by this ordinance, Ordinance No. 633 of the City Council, is hereby ratified, approved and confirmed.

Section 5. Effective Date. This ordinance shall become effective five days after its passage and publication as provided by law.



INTRODUCED ON \_\_\_\_\_, 1992 AND FINALLY PASSED by  
the City Council of the City of Gig Harbor, Washington, at a  
regular meeting thereof and approved by the Mayor of the City, on  
this \_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF GIG HARBOR, WASHINGTON

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

ATTEST:

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

CERTIFICATE OF CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting City Clerk of the City Council (the "Council") of Gig Harbor, Washington (the "City"), and keeper of the records of the City; and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. \_\_\_\_\_ of the City (the "Ordinance"), as finally passed at a regular meeting of the Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 and duly recorded in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

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

(SEAL)



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: Mayor Wilbert and City Council

FROM: ~~Ray~~ Ray Gilmore, Planning Director

DATE: September 24, 1992

SUBJ.: Contract for Professional Services -- GMA  
Visioning Process/Community Worksessions on  
Growth Management.

One of the requirements of the Growth Management Act requires that local governments which are required to plan under the act conduct community-based "visioning" (or "goal setting") meetings prior to developing or amending comprehensive plans, in compliance with GMA. How this is accomplished is left up to the discretion of the community. Staff proposes to employ the assistance of a professional team to develop and conduct a series of public forums during the fall to stimulate public interest in community development, particularly as it relates to the city's responsibilities under the Growth Management Act.

At the last Council meeting, several concerns were expressed on this proposal:

1. The use of professional services for a process that could be done "in-house".
2. The need for more bids from qualified consultants for comparative purposes.
3. Justification on the number of hours for tasks 2 and 4 and the need for a maximum amount, per task, on the McConnell-Burke proposal.

Item one was pretty well discussed at the last meeting. The amount of time needed to organize and conduct a series of public forums on GMA issues will be substantial. The development of a visioning and community survey process would need to be accomplished and tested prior to actually "taking it to the streets." One of the principal reasons for contracting with outside help to do this is simple - they have already done it, several times over. They have also refined the process to obtain good - and useable - results.



In respect to item 2, I have obtained a preliminary proposal (attached) from another "familiar face", Tom Beckwith of Beckwith Consulting Group. Beckwith Consulting Group conducted the original goal setting meetings with the planning staff and planning commission in 1985-1986 and assisted in the drafting and development of the 1986 Comprehensive Plan. As you can see from the proposal, the level of effort, by tasks, is very similar to the McConnell-Burke proposal, although the approach is different.

Finally, McConnell-Burke has submitted some additional information (attached) on costs per task and has refined and reduced the amount of time in tasks 2 and 4. Essentially, the contract amount can be reduced to \$11,895. This is not a substantial reduction and staff would not expect an appreciable reduction from either of the proposals unless the scope was significantly reduced to one community meeting.

The department has \$15,800 budgeted for professional services and the original intent was to use the majority of this fund for GMA related projects. The city has received, for the year, \$20,000 in GMA funding from the Department of Community Development in Olympia. From our professional services fund, we have expended \$8,800 to date (wetlands mapping project). If we relied simply on the state funds for GMA work, we would have a balance of \$11,200. This is very close to the amount needed to fund the professional services contract.

Because this proposal is a GMA requirement, it is reasonable and appropriate to utilize the balance of our annual GMA funds to finance this project. The City should take advantage of this funding opportunity as it is very likely that GMA funding for next year will be drastically reduced. The project should be very informative and beneficial to the community.

Council's favorable consideration of the contract is appreciated.

**the  
Beckwith Consulting Group**  
Urban Planning/Design/Development Services  
PO Box 162, Medina, Washington 98039  
206/453-6026  
fax: 206/453-1871

Ray Gilmore, Director  
Gig Harbor Planning Department  
3105 Judson Street  
PO Box 145  
Gig Harbor, Washington 98335

**Regarding: Visioning process for Gig Harbor GMA planning**

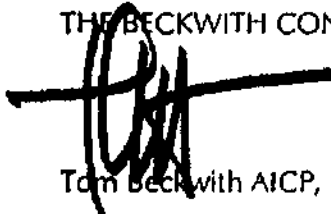
Dear Ray:

Following is a Gantt Chart showing the tasks, team, time and budget for a visioning process as we discussed the other day. I will provide text and qualifications within the next couple of days.

Please advise if you have any questions or suggestions in the meantime.

Sincerely,

THE BECKWITH CONSULTING GROUP

A handwritten signature in black ink, appearing to read 'Tom Beckwith', is written over a horizontal line.

Tom Beckwith AICP, Principal

Gantt Chart  
Gig Harbor Visioning Project

Tom Beckwith AICP, Project Planner/Director  
Colie Hough-Beck ASLA, Landscape Architect\*

	weeks							prof hrs	labor cost	mile & panels	total cost	
	1	2	3	4	5	6	7					
1 Refine scope of work with Planning Director	X	XX						4	\$280	\$20	\$300	
2 Review project objectives with Planning Commission	X	XXX						4	\$280	\$20	\$300	
3 Compile aeriels, photos and other visual materials	X	X	XXXX					16	\$1,120	\$250	\$1,370	
4 Develop illustrations of goal/objective concepts	X	X		XXXX				40	\$2,800	\$200	\$3,000	
6 Review illustrations with Planning Commission/Director	X			X				8	\$420	\$20	\$440	
6 Finalize concept illustrations	X	X		XXXX				30	\$2,100	\$50	\$2,150	
7 Conduct public forums and concept surveys	X	X			XXX			8	\$560	\$20	\$580	
8 Compile/analyze concept survey results	X				XX			20	\$1,400	\$250	\$1,650	
9 Review forum/survey results w/Planning Comm/Director	X					X		4	\$280	\$20	\$300	
10 Compile/edit visioning report document	X	X				XXXX		24	\$1,680	\$400	\$2,080	
11 Present report to Planning Commission/Director	X	y					X	4	\$280	\$20	\$300	
* Minority/Woman-owned business enterprise												
								Subtotal	160	\$11,200	\$1,270	\$12,470
								Contingency	4%			\$530
								Project budget				\$13,000

Assumptions by task

- 4 Assumes a combination of freehand site plans, sections and perspective sketches.
- 8 Assumes consultant will collate results on Survey System software and provide copy disk to Director.
- 10 Assumes reproduction of 25 copies of a narrative report (extra copies may be provided at cost of reproduction).

Planning and Development Services

**McConnell/Burke**

11000 N.E. 33rd Place

Suite 101

Bellevue, Washington 98004

(206) 827-6550

FAX: (206) 827-0730

**FAX TRANSMISSION**

Number of pages sent (including cover sheet):

6

DATE

September 23

TO:

Company:

Gig Harbor

Attn:

FAX #:

Ray Gilmore

FROM:

Ron McConnell

RE:

COMMENTS:



# McConnell/Burke, Incorporated

## **DRAFT SCOPE OF WORK**

### **CITY OF GIG HARBOR GROWTH MANAGEMENT PUBLIC WORK SESSIONS/FORUMS**

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This Scope of Work is in response to the elements suggested by the City to assist in meeting the requirements of the Growth Management Act. It is organized in three sections: **A - Tasks; B - Products; C - Schedule; and D - Estimated Costs.**

---

#### **A. TASKS**

1. Organize the project: Meet with the Planning Director to review study issues, work program, responsibilities and schedule. Prepare project schedule for purposes of establishing dates for community meetings. It is assumed the City will arrange all meeting locations and publicize them.
2. Review background information and identify key issues to be illustrated in the slide presentation. Take/select appropriate slides to be used in the first community visioning session. Prepare all materials to be used for first community visioning session and review materials (including slides) with Planning Director.
3. Prepare final presentation and conduct community visioning session. The community visioning session would include an explanation of the Growth Management Act and the City's Planning effort. A series of slides selected to illustrate options available within Gig Harbor would be shown and the citizens would be requested to rank them. After the slides, we would discuss key planning issues in the community. If possible, the response to the slides will be calculated and reported back to the group at the end of the meeting. If it is a large crowd, the report may have to wait until the second meeting.
4. Systematically review the current (1986) Comprehensive Plan against Pierce County's County-wide growth policies and the State Growth Management Act requirements. Determine what areas of the City's plan need to be updated to comply with the county-wide policies and the Growth Management Act. Specifically, analysis of the following comprehensive plan elements will be conducted.

- Urban Area

- Review existing boundary proposed to Pierce County
  - Purpose of Urban area per Growth Management Act

- Land Use/Urban Design

- Commercial/Business
  - Residential
  - Public/Institutional

- Housing
  - Types of Housing
  - Tenure
  - Appropriate locations

- Transportation (does not include modeling or traffic analysis)
  - Relationship to land use
  - Implication and meaning of level of service (LOS)

5. A second community session will be held and a review of the analysis conducted in Task 4 above will be conducted. Ideas from the public will be solicited regarding the discussion topics.
6. Comments received at the first two community sessions will be compiled and summarized. These will be reviewed with the Planning Director.
7. The results of the two previous community session will be reviewed with the community in a third community session to insure that the information gathered accurately reflects community desires.

## B. PRODUCTS

The following products will result from the above tasks:

- Task 1:** Memo regarding issues and community meeting schedule.
- Task 2:** Handout for public regarding GMA and Gig Harbor issues, visioning survey from the use by participants; slide show; and
- Task 3:** Presentation and, depending on size of the crowd, the results of the rating of the slides. City staff is assumed to help in compiling on-site results.
- Task 4:** Report of analysis of the City's plan as related to county-wide policies and the state GMA.
- Task 5:** Handout for public regarding visioning and analysis of the plan.
- Task 6:** Summary report compiling results of previous tasks.
- Task 7:** Handout for public meeting.

C. SCHEDULE

1992

Task	September	October	November	December
1	■			
2		■		
3		■		
4		■	■	
5			■	
6			■	■
7				■
Meeting w/ Planning Director	X	X	X	X
Community Meetings		X	X	X

## D. ESTIMATED COSTS

Task	Estimated Hours	Estimated Cost/Task
1. Organization	8	\$595
2. Review background information/slides	40	\$2,975
3. Community meeting - Visioning	16	\$1,190
4. Review plan, county policies, GMA	40	\$2,975
5. Community meeting on planning issues	12	\$890
6. Prepare summary report	32	\$2,380
7. Community meeting	12	\$890
<b>Total Hours</b>	<b>160 hours</b>	<b>\$11,895</b>
Principal	80 - 84 hours @ \$80/hour =	\$ 6,400
Associate Planner	64 - 72 hours @ \$55/hour =	\$ 3,520
Secretarial	16 - 20 hours @ \$35/hour =	\$ 560
<b>Sub-Total</b>		<b>\$10,480</b>
Expenses:		
Milage for 6 trips		\$ 190
Copies of reports		\$ 525
Phone/Fax		\$ 200
Miscellaneous Expenses/Film, Supplies, etc.		\$ 500
<b>Sub-Total</b>		<b>\$1,415</b>
<b>Estimated Total</b>		<b>\$11,895</b>

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into between the CITY OF GIG HARBOR, Washington, a city incorporated under the laws of the State of Washington, hereinafter referred to as "City" and McConnel-Burke, Inc., hereinafter referred to as "Contractor", for the consideration and mutual benefits to be derived as set forth below; now, therefore, the parties agree as follows:

1. Scope of Work. Contractor shall perform the services for the City as set forth in Scope of Work, identified as "Exhibit 1", Schedule A & B attached hereto and hereby incorporated in full by this reference.
2. Time for Completion. Contractor shall complete the work described in paragraph 1 above, within 100 days of the date of the Notice to Proceed or by no later than December 20, 1992.
3. Compensation and Payment. Contractor shall be paid by the City for completed services rendered under this contract for the agreed total price of not to exceed \$11,895. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Contractor shall be paid in accordance with the payment procedure and schedule as set forth in "Exhibit 2" attached hereto and hereby incorporated in full by this reference.
4. All work produced is property of the City. All documents, data, maps and other material produced by the Contractor shall be deemed to be property of the City and shall be delivered to the City upon request.
5. Termination. This being a contract for personal services, either party may terminate this contract for any reason upon giving the other party written notice of such termination in advance of the effective time of said termination. In the event that the contract is terminated before completion, the Contractor shall be paid on a pro-rata basis to the date of termination based upon the extent of work completed. The amount of such pro-rata payment shall be as determined by the City Administrator whose determination shall be final, binding and conclusive.
6. Indemnification. In performing the work under this contract, Contractor agrees to indemnify, defend and hold the City and its elected or appointed officials and its employees harmless from any and all claims

for injury or damage to persons or property, including City property, and also from and against all claims, demands and causes of action of every kind and character, including claims by Contractor's employees from which Contractor might otherwise have immunity under Title 51 RCW, the State Workman's Compensation Act, arising directly or indirectly or in any way incident to, in connection with or arising from any negligent and/or malicious act or error or omission and any willful, wanton and malicious or intentional tortious conduct on the part of the Contractor, its agents, employees, representatives or subcontractors in their performance of this contract, excluding the sole negligence of the City.

7. Supplemental Agreements. Supplemental agreements which would increase or decrease the scope and associated costs may be entered into upon mutual written agreement.
8. Integrated Agreement. This contract, together with attachments, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements written or oral. This Contract may be amended by written instrument signed by both the City and Contractor.
9. Independent Contractor. The parties intend that an independent contractor/city relationship will be created by this contract. No agent, employee, or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.
10. Equal Opportunity. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation, national origin or the physically impaired or handicapped so long as the person is otherwise able to perform the requirements of the job. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, religion, sex, national origin or the physically impaired or handicapped so long as the person is otherwise able to perform the requirements of the job.
11. Insurance. Contractor shall obtain and maintain a policy of liability insurance in the amount of

\$1,000,000 per person, \$1,000,000 per occurrence for bodily injury and \$1,000,000 property damage. Said insurance shall contain a provision that it will not be canceled or reduced without 30 days prior written notice to the City. The insurance policy shall further contain a provision that the City is an additional insured with respect to work performed under this contract and that said insurance will be considered primary to any other insurance coverage available to the City for bodily injury or property damage. Contractor shall also maintain and provide proof of the existence of professional errors and omissions insurance coverage in the minimum amount and under the same terms, and conditions as set forth above for liability coverage.

12. Notices. Notices to the City of Gig Harbor shall be sent to the following address:

City Administrator  
City of Gig Harbor  
P.O. Box 145  
Gig Harbor, WA 98335

Notices to the Contractor shall be sent to the following address:

McConnell-Burke, Inc.  
11000 N.E. 33rd Place  
Suite 101  
Bellevue, WA 98004



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF GIG HARBOR

CONTRACTOR:

By: Gretchen Wilbert, Mayor

By: Robert G. Burke, A.I.C.P.  
President

ATTEST:

By Mark E. Hoppen, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By \_\_\_\_\_

## EXHIBIT 2

The total price to the City for the work described in Exhibit 1 shall not exceed \$11,895.00, including all costs and expenses.

Contractor shall provide the City with itemized billings evidencing who provided the services, a brief description of the work, the amount of time spent and the billing rate of the individual performing the work. Requests for payment may be submitted no more frequently than monthly. Itemized billings must be presented not later than the 5th calendar day of each month in order to be processed for payment in the month of receipt. The City shall withhold from each request for payment a sum equal to ten percent (10%) of the amount otherwise determined by the City to be due. Said sums withheld shall be payable to the Contractor at the time of completion of the work and acceptable of the same by the City.

In the event work is not completed on or before the completion date set forth in section 2 of this Contract then, in such event, both parties agree that damages to the City will be difficult to ascertain and that liquidated damages should be assessed in an amount equal to \$100 per calendar day for each day by which the completion of work is late.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

To: Mayor Wilbert and City Council  
From: Mark Hoppen, City Administrator *MH*  
Subject: Pacific Rim Estates Utility Extension Agreement  
Date: September 25, 1992

Previously, a one year agreement was signed with Pacific Rim Estates, Ltd. and Mr. James Healy for a period of only 12 months to end in October 1992. This agreement was for 10,844 gallons per day of capacity for which Mr. Healy paid \$3,466.25 (5%) as a commitment payment, non-renewable, for one year only.

Now, Mr. Healy wishes to reserve this capacity again for the same property as capacity was extended in the original one year agreement and in the same amount of 10,844 gallons per day. The proposed capacity commitment payment is for a period of 12 months in the amount of \$3548.50. Should Mr. Healy not connect within the year, then he will lose credit for his payment should he desire to form a new agreement.

The agreement presented is our current standard utility extension agreement.

UTILITY EXTENSION, CAPACITY AGREEMENT  
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this 1st day of October, 1992, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Pacific Rim Estates, Ltd., hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described 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 sewer and water utility systems, hereinafter referred to as "the utility" and 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/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this Agreement.
2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Skansie Avenue (street or right-of-way) at the following location:
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 Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.
4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 10,844 gallons per day average flow. These capacity rights are allocated only to the

Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on October 1, 1993, provided this agreement is signed and payment for sewer capacity commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of Three thousand five hundred forty eight dollars and fifty cents (\$3,548.50) to reserve the above specified time in accordance with the schedule set forth below:

<u>Commitment period</u>	<u>Percent (%) of Connection Fee</u>
One year	Five percent ( 5%)
Two years	Ten percent (10%)
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula:  
(Owner's reserved capacity divided by the total plant

capacity times the annual budgeted depreciation of the sewer facilities.)

7. 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 Public Works Department.

8. 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 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 Public Works 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 Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two (2) year(s).

9. 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 Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. 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.

11. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be

annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's right to oppose annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchases of each subdivided lot shall be bound by the provisions of this paragraph.

12. 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 City zoning district at the time of development or redevelopment. (Check One):

X Single Family Residential  
Commercial  
Industrial  
Multiple Family Residential

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code and Building Regulations for similar zoned development or



redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. 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 35.67.280, 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.

14. 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.

15. 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 to the utility (specify):

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,



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992,  
before me personally appeared \_\_\_\_\_,  
to me known to be the individual described in and who  
executed the foregoing and acknowledged that \_\_\_\_\_  
signed the same as his free and voluntary act and deed,  
for the uses and purposed therein mentioned.

IN WITNESS THEREOF, I have hereto set my hand and  
affixed by official seal the day and year first above  
written.

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF PIERCE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992,  
before me personally appeared the Mayor and City Clerk of  
the municipal corporation described in and that executed  
the within and foregoing instrument, and acknowledged said  
instrument to be the free and voluntary act and deed of  
said municipal corporation, for the uses and purposes  
therein mentioned, and on oath stated that he/she was  
authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereto set my hand and  
affixed my official seal the day year first above written.

\_\_\_\_\_  
NOTARY PUBLIC for the state  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.

## I. BACKGROUND/MAPS

### Item No. 1

The property owners of the 20-acre parcel located at the intersection of 72nd Street N.W. and 47th Avenue N.W. (Pacific Rim Estates), have requested sewer service to their property as a means of minimizing or avoiding impact to groundwater from on-site sewage disposal systems. An existing sewer line on Skansie Avenue will be extended easterly from Skansie to connect to the subject property.

The request for sewer service extension was approved by the Gig Harbor City Council on June 29, 1991, and formal agreements for service were entered into by the City and the property owners shortly thereafter.

The subject property is located within the Kitsap Drainage Basin. This proposal is consistent with the Kitsap Basin Water Pollution Control and Abatement Plan for the Gig Harbor Peninsula, approved by the state in 1975 and still applicable, which provides for all wastewater generated on the Gig Harbor Peninsula to be treated by the City of Gig Harbor's treatment plant. This proposal is also consistent with the goals and objectives of the Puget Sound Water Quality Authority in protecting groundwater supplies and water quality in Puget Sound marine waters and associated drainage basins.

#### Applicable Statutes to this action:

RCW 36.93.090	Notice of Intent Required
RCW 35A.21.150	Sewerage, Refuse Collection and Disposal
RCW 35.67.310	Sewers, Outside City Connections

I. BACKGROUND/MAPS

Item No. 4

LEGAL DESCRIPTION

North half of the Northwest Quarter of the Southeast quarter of Section 7, Township 21 North, Range 2 East of the W.M., in Pierce County, Washington.

EXCEPT the West 30 feet for J.H. MacDougal County Road.

Seller will provide any corrections to the foregoing legal description within thirty (30) days to Seller's 20 acres.

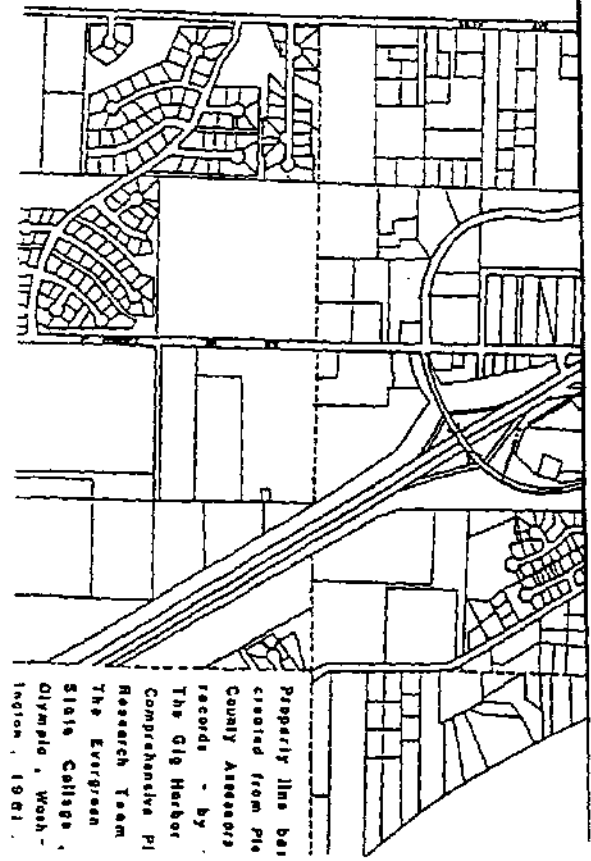
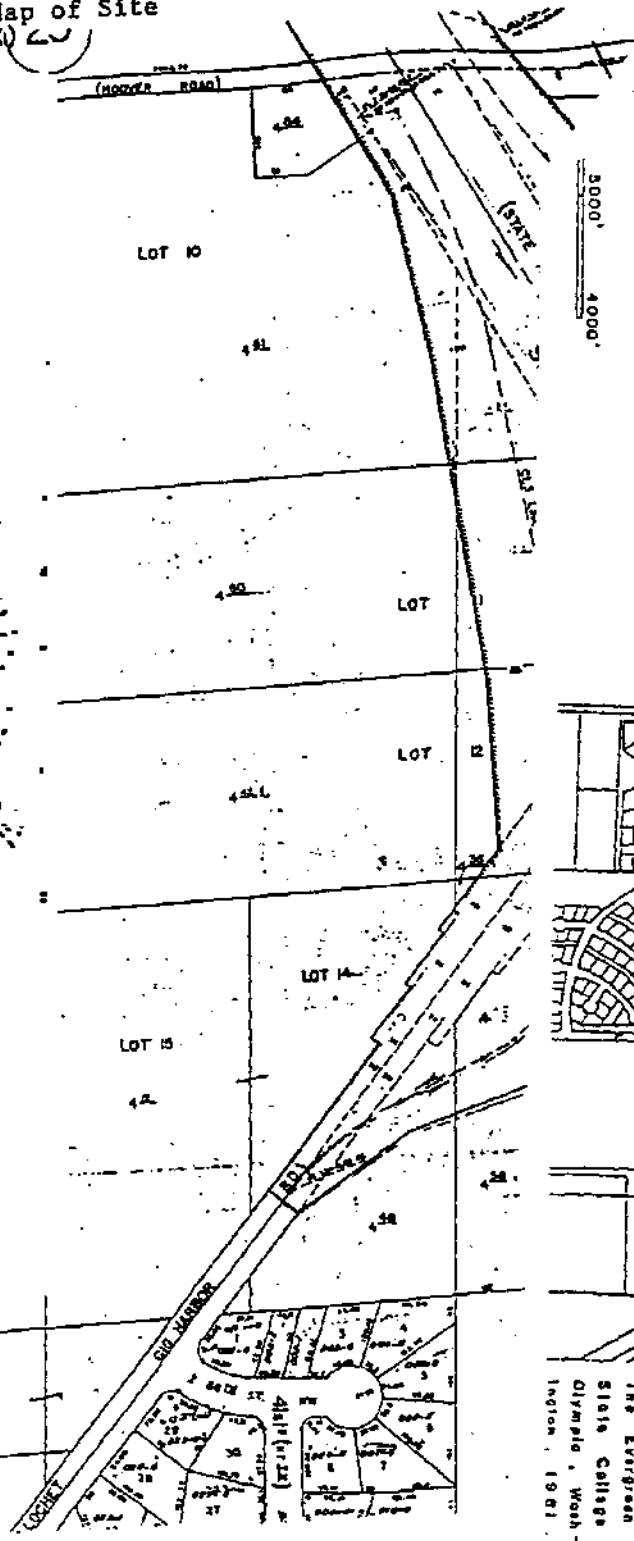
## II. FACTORS UNDER RCW 36.93.170

The primary area (Pacific Rim Estates) proposed for extension of city sewer service is presently undeveloped; however, the area is within the City of Gig Harbor's proposed Urban Growth Area and is boundaried by an annexation area to the north and a proposed annexation area to the east. Extension of service to this area both creates and preserves logical service areas. There is no conflict between the proposal and the needs of existing neighborhoods. Connection to city sewer will assure that potential water quality degradation will be avoided.

Assessor's Parcel Map of Site  
\*Scale Reduced 65%

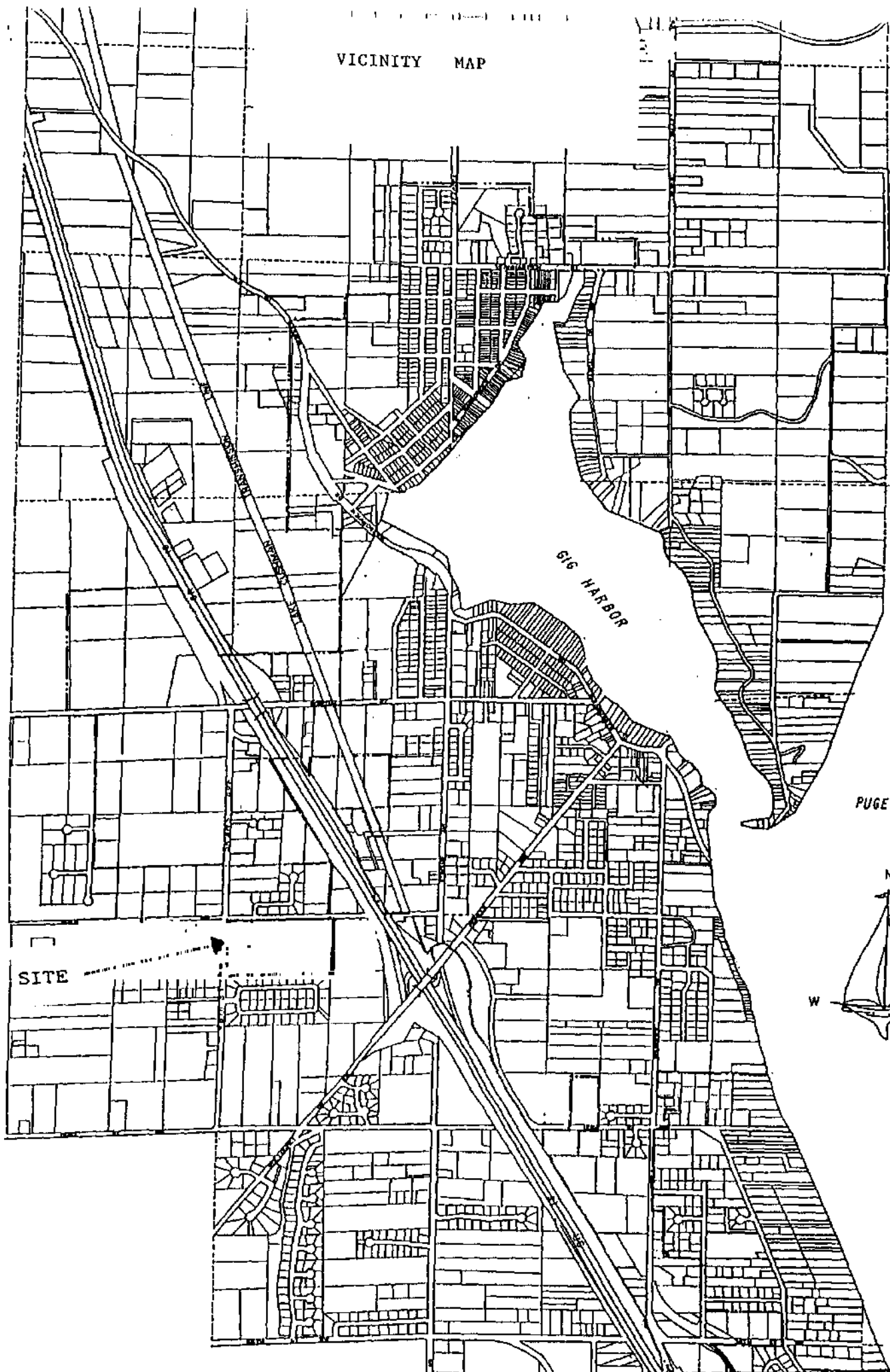
CITY BOUNDARY

16th AVE NW  
27  
COUNTY



Property line has  
created from pie  
County Assessor  
records - by  
The Gig Harbor  
Comprehensive Pl  
Research Team  
The Evergreen  
State College  
Olympia, Wash.  
Inclon, 1981

VICINITY MAP



GIG HARBOR

PUGET SOUND

SITE







City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: COUNCILMEMBERS  
FROM: GRETCHEN WILBERT, MAYOR *GW*  
SUBJECT: PIERCE COUNTY REGIONAL COUNCIL INTERLOCAL AGREEMENT  
DATE: SEPTEMBER 25, 1992

The official function of the GMC steering committee comes officially to a close on October 1. Everyone on the committee felt the need to stay together to provide continuity of action and progress toward implementing the GMC Policies. A year of work has gone into the creation and adoption of the policies. The mayors don't want to see the intent of the policies lose their focus or fall through the cracks.

This group has worked so well together and has accomplished a great deal. They want to see these policies blossom forth into regulation within each jurisdiction. Sharing information will be an important part of the process as each jurisdiction brings regulation to the thirteen elements.

An informal group call Cities and Towns of Pierce County have been providing six forums a year to bring regional information to the mayors and provide a link for an information flow from city to city. This interlocal agreement gives substance to that informal group. I see this group substituting for the informal group.

This will be the first time in the history of Pierce County that a coordinated effort between the cities, towns, and county can happen. Linking transportation will be the greatest challenge. A consortium effort to address this one issue will make this agreement worth its weight in gold.

A favorable vote to enter into this interlocal agreement is requested. Your mayor will volunteer to serve as your representative unless there is a councilmember who wishes to volunteer to attend the meetings.

September 21, 1992

Dear Steering Committee member:

At our meeting of September 17, 1992, the Steering Committee approved the interlocal agreement for a new countywide organization. A copy incorporating the changes we made is attached.

As you know, the Steering Committee goes out of business on October 1. The new organization, the Pierce County Regional Council, will replace the Steering Committee.

The approved interlocal agreement was developed by a task force of the Steering Committee and adopted unanimously by the full group.

The new organization will be created when 60 percent of the jurisdictions representing 75 percent of the population have adopted the interlocal agreement. I realize it will not be possible to have the new organization in place prior to October 1, but I encourage your jurisdiction to act as quickly as possible.

If your jurisdiction has questions about the interlocal agreement, please feel free to call me and I will see to it that you get the information you need.

We still have a great deal of work to do together. I look forward to participating in this new endeavor with you.

Sincerely,



MAYOR KATHLEEN SANDOR  
Chair, Steering Committee

Enclosure

## INTERLOCAL AGREEMENT

### CREATION OF AN INTRACOUNTY ORGANIZATION

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

#### I. NAME:

The name of the organization will be the Pierce County Regional Council.

#### II. MISSION:

The Pierce County Regional Council is created to promote intergovernmental cooperation on issues of broad concern, and to assure coordination, consistency, and compliance in the implementation of State law covering growth management, comprehensive planning, and transportation planning by county government and the cities and towns within Pierce County. It is the successor agency to the Growth Management Steering Committee and serves as the formal, multi-government link to the Puget Sound Regional Council.

#### III. CREATION:

The agreement shall become effective when sixty percent (60%) of the cities, towns and county government representing seventy-five percent (75%) of the population within Pierce County become signatories to the agreement. The agreement may be terminated by vote of two or more legislative bodies collectively representing sixty percent (60%) of the population within Pierce County.

#### IV. MEMBERSHIP AND REPRESENTATION:

A. Membership is available to all cities and towns within Pierce County and Pierce County.

B. Associate membership is available to such non-municipal governments as transit agencies, tribes, federal agencies, state agencies, port authorities, school districts and other special purpose districts as may be interested. Associate members are non-voting.

C. The General Assembly of the organization shall be comprised of all elected officials from the legislative authorities and the chief elected executive official of the member cities, towns and county government. Associate members and staff from the various jurisdictions shall be encouraged to participate in General Assembly meetings, but without a vote.

D. The Executive Committee of the organization shall be comprised of representatives from member jurisdictions as follows: four (4) representatives from Pierce County, including the County Executive and three members of the County Council; three (3) representatives from the City of Tacoma, including the Mayor and two other members of the City Council; two (2) representatives selected by the Pierce County Cities and Towns Association who will represent the cities and towns of less than 2,500 in population; and one (1) representative from each of the remaining jurisdictions. Each representative shall have one vote.

E. One representative from the Puyallup Tribal Council, one representative from the Port of Tacoma Commission, one representative from Pierce Transit, and one representative of WSDOT District 3 will be ex officio, non-voting members of the Executive Committee. At its discretion, the Executive Committee may create additional ex officio, non-voting positions from among other Associate members.

F. Voting members of the Executive Committee shall be elected officials and shall be appointed by the local jurisdictions they represent. Alternate representatives to the Executive Committee may be designated who are elected officials and are of the same number as the authorized membership for each jurisdiction or group of jurisdictions. Other elected officials and staff from the various jurisdictions shall be encouraged to participate in Executive Committee discussions, but without a vote.

G. Office of Financial Management annual census data will be used to determine which cities and towns are entitled to individual representation on the Executive Committee.

## V. GENERAL ORGANIZATION:

### A. Structure

1. The organization shall consist of a General Assembly, an Executive Committee, and advisory committees and task forces as created by the Executive Committee.
2. The organization will utilize a calendar year for purposes of terms of office of members of the Executive Committee and the work program.

### B. Executive Committee

1. The Executive Committee shall carry out all powers and responsibilities of the organization between meetings of the General Assembly. The Executive Committee may take action when a quorum is present. A majority of the voting members shall constitute a quorum. Except as specified in the by-laws, actions voted upon shall be approved by simple majority vote of the quorum. The by-laws shall provide for special voting processes and the circumstances when such processes are to be used.
2. A chair and vice-chair shall be selected by the Executive Committee from among its voting members. The chair and vice-chair shall serve for one-year terms.
3. The Executive Committee shall establish a regular meeting time and place. Executive Committee meetings shall be conducted in accordance with the Open Public Meetings Act (RCW 42.30).
4. Committees or task forces shall be established as required and may utilize citizens, elected officials and staff from the member jurisdictions in order to enhance coordination and to provide advice and recommendations to the Executive Committee on matters of common interest including, but not limited to, planning, transportation, and infrastructure. The Pierce County Growth Management Coordinating Committee shall serve initially as one of the advisory committees for the purposes of providing advice and recommendations on growth management issues.

### C. General Assembly

1. The General Assembly shall meet at least annually and may hold additional meetings as needed. The General Assembly may take action when a quorum is present. Thirty percent (30%)

of the voting members representing a majority of the various jurisdictions shall constitute a quorum. Except as specified in the by-laws, actions voted upon shall be approved by a simple majority vote of the quorum. The by-laws shall provide for special voting processes and the circumstances when such processes are to be used.

2. The chair and vice-chair of the Executive Committee shall serve as chair and vice-chair of the General Assembly.

3. The General Assembly shall adopt an annual work program.

4. General Assembly meetings shall be conducted in accordance with the Open Public Meetings Act (RCW 42.30).

#### VI. FUNCTIONS AND AUTHORITY:

A. The Pierce County Regional Council will:

1. Promote intergovernmental coordination within Pierce County.
2. Facilitate compliance with the coordination and consistency requirements of the state growth management law.
3. Provide a forum to promote cooperation among and/or between jurisdictions with respect to urban growth boundaries, comprehensive plan consistency, development regulations, siting of facilities, highway, rail, air and water transportation systems, solid waste issues and other areas of mutual concern.
4. Develop consensus among jurisdictions regarding review and modification of countywide planning policies.
5. Serve as the formal, multigovernment link to the Puget Sound Regional Council.
6. Develop recommendations, as required, for distribution of certain federal, state and regional funds.
7. Provide educational forums on regional issues.
8. Make recommendations to federal, state and regional agencies on plans, legislation, and other related matters.
9. Serve as the successor organization to the Growth Management Steering Committee which developed the county-wide planning policies, and complete such tasks as may have

been begun by the Steering Committee, including the following responsibilities:

- a. develop model implementation methodologies;
- b. assist in the resolution of jurisdictional disputes;
- c. provide input to joint planning issues in Urban Growth Areas;
- d. provide input in respect to county-wide facilities;
- e. advise and consult on policies regarding phased development, short plats, vested rights and related issues;
- f. review and make a recommendation to Pierce County on the respective location of Urban Growth Area boundaries;
- g. make a recommendation to Pierce County regarding dissolution of the Boundary Review Board;
- h. monitor development, including population and employment growth; and
- i. provide advice and consultation on population disaggregation.

B. The organization shall adopt by-laws to govern its proceedings. By-laws shall be adopted by the Executive Committee and shall be in effect unless contrary action is taken by the General Assembly.

C. Nothing in this agreement shall restrict the governmental authority of any of the individual members.

VII. AMENDMENTS: Amendments to this agreement may be proposed by any member of the General Assembly and shall be adopted by affirmative resolution of the Executive Committee and of the individual legislative bodies of sixty (60%) percent of the member jurisdictions representing seventy-five (75%) percent of the population of Pierce County.

VIII. SEVERABILITY: If any of the provisions of this agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.





INTERLOCAL AGREEMENT

CREATION OF AN INTRACOUNTY ORGANIZATION

SIGNATURE PAGE

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement, Creation of an Intracounty Organization.

IN WITNESS WHEREOF

This agreement has been executed by \_\_\_\_\_  
(Name of City/Town/County)

By: \_\_\_\_\_  
(Mayor/Executive)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(Director/Manager/Chair of County Council)

Approved as to Form:

By: \_\_\_\_\_  
(City Attorney/Prosecutor)





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

TO: CITY COUNCILMEMBERS  
FROM: GRETCHEN WILBERT, MAYOR *GW*  
SUBJECT: MAYOR'S REPORT ON TACOMA CITY COUNCIL MEETING  
DATE: SEPTEMBER 25, 1992

The Tacoma City Council meeting of September 15 was well attended by peninsula residents. Approximately 15 speakers spoke to 15 different negative aspects of Tacoma's interest in acquiring the legal avenue to gain control over land use options on the southern peninsula.

Council tempers flared when a councilmember insisted Tacoma had not initiated a move to change the zoning in the area of the airport. Hence, I include a copy of the written response and documentation provided by Mr. Morfee.

My participation focused on the four points mentioned at the last council meeting. The ball is in their court.

I call to your attention the September 14 letter from Mayor Vialle, specifically the third paragraph, line four: "...the request to negotiate a separate interlocal agreement with Tacoma, Gig Harbor, and Pierce County regarding joint planning ..." probably will need special consideration and time by staff and council. I have not asked Tacoma what this entails specifically. My assumption is that their request for an interlocal agreement is an inquiry as to availability of utility services and to set something in writing. This letter was written prior to the September 15 council meeting.

Mayor Vialle's letter does not "clearly" state their position, in my opinion. I'll keep the line of communication open.



RECEIVED  
SEP 18 1992  
CITY OF GIG HARBOR

## City of Tacoma

Mayor Karen L. R. Vialle

September 14, 1992

Mayor Gretchen Wilbert  
City of Gig Harbor  
PO. Box 145  
Gig Harbor, WA 98335

Thank you for your recent letters regarding Tacoma Narrows Airport and our proposed Urban Growth Area. I appreciate your enthusiasm for our efforts to develop a solution that protects Tacoma's investment in a manner that is consistent with the goals of Peninsula residents.

One part of the several necessary agreements involved in our pursuit of this approach is our intent to develop some type of public participation process to assist the City of Tacoma in planning for the undeveloped property adjacent to the airport. This may include a citizen committee as you have proposed. It is too early to make that decision, however.

I understand City staff has briefed you on how we envision the process moving forward, if the City Council decides to pursue the joint planning option. This process would involve negotiating minor amendments to the existing airport interlocal agreement; negotiating a separate interlocal agreement with Tacoma, Gig Harbor, and Pierce County regarding joint planning; moving forward with the environmental impact statement and application for airport development as per the existing airport interlocal agreement; and developing a plan for the undeveloped City-owned lands adjacent to the airport that would include a public participation element.

I trust this clearly states the position of the City of Tacoma, and we can move quickly to begin this process.

Sincerely,

KAREN L. R. VIALLE  
Mayor



**Peninsula Neighborhood Association**

P.O. Box 507, Gig Harbor, WA 98335 (206) 858-3400

September 16, 1992

Mayor Karen Vialle  
City of Tacoma  
747 Market Street  
Tacoma, Wa. 98402

Re: City's Proposed Rezone of Peninsula Property

Dear Mayor Vialle:

During last night's hearing on Tacoma's Urban Growth Area, you stated that the City has not applied to rezone its property on the Peninsula. Attached please find the SEPA scoping document, dated January 15, 1992, in which the City proposes "modifications to the Gig Harbor Comprehensive Plan...to change the plan designation from rural and conservancy (sic) to urban designation."

Members of our Association were shocked by your statement that the above had not occurred. We are all aware of the action and the Association has filed a formal response according to SEPA process. That is why I requested time to clarify the issue. Unfortunately, I was denied the time to do so.

In talking to Randy Lewis after the hearing, I discovered the reason for your statement: you apparently have not been informed of this action by the Public Works Department. Mr. Lewis indicated that staff has not recently worked on the next stage of the application (developing the Environmental Impact Statement) but may choose to do so in the future. Is it customary that your staff makes such significant decisions without your knowledge?

The proposed rezone, on its face, is one of several City actions that have angered and galvanized Peninsula residents. First, our citizen-developed Comprehensive Plan of 1975 has for the most part done a good job of controlling urban sprawl on the Peninsula. Urbanization of the type alluded to by several of the Councilmembers last night, simply cannot occur under the existing zoning. As I indicated, the urban zone on the south Peninsula is limited to 200 acres near the west end of the Bridge (only 9% of the UGA area). The urban zone was placed there in 1975 primarily to "grandfather" existing development. Incidentally, I served on the advisory committee which originated the 1975 Plan.

Secondly, the magnitude of this proposed "triple up-zone" from Conservancy and Rural to Urban zoning for all 720 acres of City property is clearly in direct conflict with our Plan and



with the desires of local residents. The proposal shows a complete disregard for community land use goals for the area. It also represents a "blank check" which, in my opinion, neither this community nor Pierce County will ever sign.

Thirdly, although the City has not made formal proposals for development of its property, it is our contention that such a drastic upzone should not be necessary for appropriate development of the property. For example, lower intensity commercial or industrial uses are conditionally permitted within the Residential and Rural Environments of our "performance-standard" zoning, provided certain environmental criteria are met.

I sincerely hope you will take steps to clarify the City's intent with regard to this and other related issues. One of our members, Mr. Carlson, testified that we have been receiving mixed, confusing, and upsetting messages from various City officials. Not the least of these are Mr. Mykland's repeated threats of annexation, expressed once again last night.

To reiterate, we fully support Mayor Wilbert's 4-point plan to resolve this conflict and get on with the planning of the area. This can be done within the context of the 1989 interlocal agreement and without the proposed Urban Growth Area on the Peninsula. However, it will be necessary for the City to develop specific proposals to bring to the process. The Association believes that review of such proposals would be a far better use of our collective time than battling over the UGA or the rezone for the next two years. However, we are prepared to do whatever is necessary to protect the integrity of Gig Harbor community.

Sincerely,



Tom Morfee  
Executive Director

cc.  
Council Members, City of Tacoma  
Randy Lewis, City of Tacoma  
Gretchen Wilbert, City of Gig Harbor  
Paul Cyr, Pierce County  
Rick Yasger, PNA  
Jody Nygren, Peninsula Gateway  
Barbara Clements, Morning News Tribune





City of Tacoma  
Public Works Department

N O T I C E

DETERMINATION OF SIGNIFICANCE AND REQUEST FOR COMMENTS  
ON  
SCOPE OF ENVIRONMENTAL IMPACT STATEMENT

DESCRIPTION OF PROPOSAL:

1. Modifications to the Gig Harbor Peninsula Comprehensive Plan and to the Development Regulations for the Gig Harbor Peninsula to allow development of the Tacoma Narrows Airport and related City-owned properties adjoining the airport. Included in this action will be a request to change the plan designation from rural and concervancy to urban designation.
2. Site Plan Review of proposed development of the Tacoma Narrows Airport and related property adjoining the airport as described in the attached Summary of Proposed Development.
3. Building permits for contemplated development.

PROPONENT: City of Tacoma

LOCATION: West of State Route 16 extending northerly from the Narrows approximately 2 miles.

LEAD AGENCY: City of Tacoma Public Works Department

The Public Works Department has determined this proposal is likely to have a significant adverse impact on the environment. An Environmental Impact Statement (EIS) is required under RCW 43.21.C.030(2)(c) and will be prepared. The Public Works Department has identified the following areas for discussion in the EIS:

Natural Environment  
Earth  
    Topography  
    Erosion  
Air Quality  
Water  
    Runoff  
    Ground water quantity  
    Public water supplies  
Plants and Animals  
    Habitat

Built Environment  
Noise  
Land and shoreline use  
    Relationship to existing land use plans  
Transportation  
Public services and utilities  
Fire  
Police  
Parks or other recreational facilities  
Sewage disposal

ALTERNATIVES:

This EIS will discuss alternatives in two areas. The first set of alternatives will address development of the airport and development immediately adjacent to the airport. The second set of alternatives will address the area north of Stone Road.

The alternatives related to the airport development will include:

1. Relocation of airport operations to another airport site.
2. The implementation of the existing airport master plan.
3. The no-build or do-nothing alternative.

The development alternatives related to the property located north of Stone Road will include:

1. Development by a single employer in a "high tech" industry.
2. Development for multiple-firm with aviation related development usage spread throughout the site.
3. Development of a recreational use (eg. golf course, park, bridle trails).
4. Development for aviation related multiple-firm usage with development concentrated near Stone Road.
5. The no-build or do-nothing alternative.

SCOPING:

Agencies, affected tribes, and members of the public are invited to comment on the scope of the EIS. You may comment on the scope of the EIS. You may comment on alternatives, mitigation measures, probable significant adverse impacts, and licenses or other approvals that may be required.



NOTICE  
PAGE - 3 -

Written comments must be submitted by February 6, 1992 and should be addressed to:

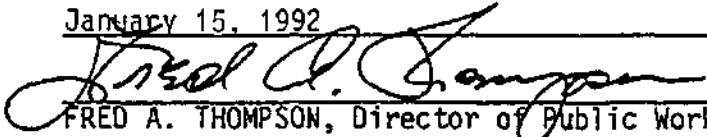
City of Tacoma  
Public Works Department  
Building and Land Use Services Division  
747 Market Street, Room 345  
Tacoma, Washington 98402

If you have questions concerning the above, you may call William Larkin or Bill Bailey of the Building and Land Use Services Division at 591-5001.

RESPONSIBLE OFFICIAL: Fred A. Thompson

POSITION/TITLE: Director of Public Works

EFFECTIVE DATE OF DETERMINATION: January 15, 1992

SIGNATURE:   
FRED A. THOMPSON, Director of Public Works

BB:chc0186C

File: Building and Land Use Services Division

