

Gig Harbor City Council Meeting

**September 26, 2011
5:30 p.m.**



**REVISED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, September 26, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of September 12, 2011.
2. Liquor License Action: a) Renewals: Fred Meyer #601; Harvester Restaurant; and QFC #864.
3. Receive and File: Gig Harbor Historical Waterfront Association - 3rd Quarter Report.
4. Lodging Tax Advisory Committee Membership Changes.
5. 2011 Water Main Improvement and Replacement Project Permit Execution – Tacoma Public Utilities
6. Voting Center Agreement with Pierce County Elections.
7. Resolution – Rejecting Bid from Pacific Pile and Marine, L.P. for the Skansie Net Shed Pier Restoration Project.
8. Washington State Military Homeland Security Grant Agreement – E12-080.
9. Resolution – Rejecting Bid from Garcia-Tucker Associates, LLC for the Stanich Lane / Judson Street Pedestrian Improvement Project.
10. Stanich Lane / Judson Street Pedestrian Improvement Project Construction Contract and Materials Testing Contract.
11. Approval of Payment of Bills for September 26, 2011: Checks #67864 through #67958 in the amount of \$1,724,270.04.

PRESENTATIONS: Outstanding Wastewater Treatment Plant Award.

OLD BUSINESS:

NEW BUSINESS:

1. Cushman Trail Federal TCSP Grant.
2. Public Hearing **CANCELLED** – Retail Building Size in the C-1 Zoning District – WITHDRAWN BY APPLICANT.
3. Interim Ordinance Implementing FEMA Option #3 – Permit-by-Permit Demonstration of Compliance under the Endangered Species Act.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council / Parks Commission Joint Meeting: Wed. Oct 5th at 5:30 p.m.
2. Lodging Tax Advisory Committee: Thu. Oct. 6th at 8:30 a.m.
3. Planning / Building Committee: Fri. Oct 7th at 2:30 p.m.
4. Intergovernmental Affairs Committee: Mon. Oct 10th at 4:30 p.m.
5. Operations and Public Projects Committee: Thu. Oct. 20th at 3:00 p.m.

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

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – SEPTEMBER 12, 2011

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

In an observance of the tenth anniversary of September 11, 2001, Mayor Hunter asked Police Chaplain Roger Roth to come forward. Chaplain Roth spoke to the tragedy of September 11th and asked for Council, Staff and the audience to observe a moment of silence.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of July 25, 2011.
2. Correspondence / Proclamations: a) Constitution Week; b) National Preparedness Month;
3. Liquor License Action: a) Special Occasion – Knights of Columbus; b) Renewals: Moctezumas, Hot Iron, Java & Clay Café, and Forza Coffee; c) Cancellation – Moctezumas.
4. Resolution No. 867 – Surplus Property.
5. Re-appointments to Design Review Board.
6. Canterwood Sewer Manhole Rehabilitation Project – Public Works Contract Award.
7. 2011 Water Main Improvement and Replacement Project – Escrow Agreement for Retainage.
8. Skansie Netshed Proposed Tenant Use.
9. Shoreline Master Program – Consultant Services Contract Amendment No. 3 / ESA.
10. Water Reclamation - Reuse Site Evaluations, and Study – Consultant Services Contract.
11. Twawelkax Trail Wetland Review Amended Contract – Grette.
12. Resolution – Material Purchase from Sole Source Supplier – Maritime Pier Parking Lot Storm Drain Structure.
13. Resolution to Set Public Hearing – Street Vacation / Prentice Ave. and Sutherland St. – Alvin & Renee Brown.
14. Resolution to Set Public Hearing – Street Vacation / Harborview Drive for Viewpoint Short Plat.
15. 2011 Water Main Improvement and Replacement Project – Change Order No. 1.
16. Maritime Pier Parking Project – Construction Contract Award & Maritime Pier Parking Project – Materials Testing Contract.
17. Resolution – Rejecting Bid from CMC Development, Inc. for the Maritime Pier Parking Project.
18. Approval of Payment of Bills for August 8, 2011: Checks #67527 through #67621 in the amount of \$236,741.77.

19. Approval of Payment of Bills for August 22, 2011: Checks #67622 through #67715 in the amount of \$414,261.42.
20. Approval of Payment of Bills for Sep. 12, 2011: Checks #67716 through #67863 in the amount of \$641,364.44.
21. Approval of Payroll for the month of July: Checks #6290 through #6316 in the amount of \$466,879.99.
22. Approval of Payroll for the months of August: Checks #6317 through #6338 in the amount of \$303,280.43.

MOTION: Move to approve the Consent Agenda as presented.
Kadzik / Payne – unanimously approved.

PRESENTATIONS:

1. Proclamation – National Preparedness Month. Mayor Hunter presented Dick Bower, Building / Fire Safety Director, with the proclamation.
2. Proclamation – Constitution Week, Kati Grulke - Elizabeth Forey Chapter Regent. Ms. Grulke offered a brief overview of the history and the importance of the United States Constitution after Mayor Hunter presented her with the proclamation.
3. Public Art Donation at Maritime Pier. Virginia Abbott and her husband Al, Carrot Stick Marketing, explained that they were here on behalf of David Senner who wishes to leave a legacy for the fishermen in the form of a bronze statue. They said the inspiration for the statue came from a photo taken by Ashael Curtis in 1909. Mr. Abbott shared Mr. Senner's vision to honor the history of our local fishermen with this statue and said that they hoped that Council would accept this gift to the city to be located at the Maritime Pier. He said that they are tasked with developing materials to assist with fundraising for the statue.

Councilmember Franich voiced appreciation for this grass-roots community effort. He asked for clarification that the statue will be a life-like rendition. Mr. Abbott assured him that it would be.

Councilmember Young asked if the Fishermen's Club had been advised of this gift as he heard talk of plans to move the existing memorial statue at Jerisich. Lita Dawn Stanton responded that the Fishermen's Club has approved to move the existing statue within the Skansie Brothers Park and said that yes, several of the club members are aware of this new statue.

OLD BUSINESS:

City Administrator Rob Karlinsey left the Chambers at this time.

1. Resolution - Development Agreement for Chapel Hill Church's Westside Expansion. Associate Planner Kristen Moerler presented an overview of what has occurred since the public hearing on July 26th.

Eva Hill – 2020 Squawk Mountain Loop, Issaquah, WA 98027. Ms. Hill said she hopes that they have supplied Council with the information they requested at the last meeting. She explained that Chapel Hill has agreed to additional conditions of approval as a result of the discussion with the neighbors and encouraged Council to read their letter stating why the development agreement should be approved. Ms. Hill stressed that the vesting of wetland regulations is important and they are asking for seven years because these are tough economic times. Chapel Hill has spent around \$75,000 to bring this application to this point and if it's not approved, they would have to start over.

Ms. Hill and staff responded to Council questions regarding light fixtures, planting strips and wetland buffers.

Councilmember Young said that for the record, he doesn't support development agreements that deviate from current code but there is a good argument from the applicant regarding minimal impact to the wetland. Councilmember Franich echoed this comment.

MOTION: Move to adopt Resolution No. 872 approving the Development Agreement with Chapel Hill Presbyterian Church with incorporation of the proposed conditions.
Malich / Payne – unanimously approved.

Administrator Karlinsey returned to the meeting at this time.

2. Donkey Creek Project Update. Mayor Hunter thanked Wade Perrow for volunteering to work with staff and the consultant on this project. City Administrator Rob Karlinsey gave an overview, pointing out that the Fish and Wildlife Grant deadline is September 30, 2012 with a possible extension. To be safe he asked that Council choose a preferred direction tonight in order to begin on final design and permitting.

Jim Dugan, Senior Consultant at Parametrix, presented the latest design and probable costs for Austin Street improvements, North Harborview Drive improvements, a bridge option, and a culvert option. He also discussed the Harbor History Museum improvements.

Wade Perrow – 9119 North Harborview Drive. Mr. Perrow asked everyone to recognize Jim Dugan and Shannon Thompson from Parametrix as well as Senior Planner Emily Appleton for the work they have done on the project. He referred to the 2002 Donkey Creek Master Plan which estimated the cost as \$1,988,000. He said that although it's a different project, the number solidifies that the current two million dollar cost is reasonable. He gave an overview of the collaborative effort that has brought the project to this point.. Mr. Perrow said that Parametrix knows what they are doing and asked Council to give them the green light without micromanaging the project.

Frank Ruffo – 2767 Holly Bluff Court. Mr. Ruffo first introduced Sue Loiland, the new Executive Director of the Harbor History Museum. On behalf of the History Museum, Mr. Ruffo spoke in strong support of the bridge option developed by Parametrix. He said that this option daylights Donkey Creek and connects Borgen Park, the museum, and Austin Estuary. He said that this option does a lot for the city and is a long-time coming. He emphasized that they feel a left turn lane on Harborview Drive is necessary.

Sue Loiland – 2916 71st Ave NW. Ms. Loiland said that they are excited about the connectivity of this plan and will work collaboratively with the city to do whatever necessary to make this project happen. She said this is an exciting part of their vision for the museum.

Mr. Ruffo said that the roundabout, although expensive, should not be forgotten. He commended Parametrix and Mr. Perrow and said they would like to continue to work together.

Councilmembers thanked those who worked on the project and talked about how the public process made the difference in this process and the need to continue to plan for the future.

MOTION: Move to approve the recommendation for the bridge option.
Payne / Malich – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Fire Sprinkler Code Amendment. Building and Fire Safety Director Dick Bower, introduced this amendment that would require fire sprinkler system installation in all new and remodel construction where the un-separated fire area of the building meets or exceeds five thousand square feet. He stressed that this would not affect most residential construction; it would not be retroactive; and there are options to avoid sprinkling. He addressed Council questions.

Shawn Hoey – Master Builders Association. Mr. Hoey said that although MBA doesn't want to diminish safety but residential fire sprinklers don't work. He cited statistics of sprinkler failure and added that MBA is against mandatory regulations which set precedence. He touched on the expense and green aspect of sprinkling. He was asked questions regarding single-family verses multi-family dwellings.

John Burgess, PCFPD #5 Fire Chief. Chief Burgess spoke in favor of the ordinance. He talked about models for fire suppression and said that 5,000 s.f. or larger buildings require a larger risk management plan and staffing that the district currently doesn't have and cannot afford. He said that sprinklers, if they don't put out the fire will at least suppress it until the fire response. He said that ordinance is the prudent thing to implement to be the most cost effective. He answered Council questions.

Wade Perrow – 9119 No. Harborview Drive. Mr. Perrow spoke in opposition of the proposed ordinance. He said that we are currently protected by the Universal Fire Code.

He voiced concern that tenant improvements or change in use in an existing building would trigger the regulation. He cited the lack of sprinklers in the council chambers and talked about the prohibitive cost of installing the system in this tough economy.

Dick Bower responded to questions of what triggers the ordinance. He explained that the regulation would go into effect if the cost of improvements is more than 50% of the assess value or if the size of the building itself is increased.

Jim Pasin – 2710 39th Street. Mr. Pasin said that the expense of a sprinkler system goes beyond installation with inspection, repair and monitoring which will be passed on to the tenant. He talked about the cost to retrofit his existing building adding that he supports this for new construction. He asked Council to consider the benefit verses the hardship to business owners.

Mr. Bower further addressed Council questions.

2. Proposed Zoning Code Text Amendment – Performance-Based Height Exceptions for Private Schools. Planning Director Tom Dolan provided the background for this request to include private primary and secondary schools in the uses eligible for performance-based height exceptions for gymnasiums and performing arts related facilities.

Eileen McCain. Ms. McCain explained that she is a land use attorney with two children at Saint Nicholas School, and so she is helping the school and church through this process. She said that at the time that Harbor Ridge School came to the city asking for the exception for their gym, Saint Nicholas didn't want to stand in the way of the approval. She said that they had hoped to bring this forward much sooner but because of funding and logistics there were unable. Saint Nicholas' building campaign is now active and they are in need of the same consideration. She said that they would appreciate it if a decision could be made by the end of the year.

Ms. McCain responded to Councilmember Franich's concerns by saying the proposed language would eliminate the reference to the Public Institution District. She said that two issues are being addressed: governmental agencies should not care about the ownership of a facility; only the usage; and the exceptions should be narrowly defined to primary and secondary schools that are accredited by the State, not just any private school. She said that they understand the controversy of people that are protective of views; they want to make sure they aren't interfering with that.

Councilmember discussed the merits of forwarding this to the Planning Commission for further review.

MOTION: Move to place the proposed text amendment on the Planning Commission's work program for the fall of 2011 to be reviewed concurrently with downtown parking.
Conan / Payne – five voted in favor. Councilmember Franich voted no.

STAFF REPORT:

Council Retreat Draft Agenda. City Administrator Rob Karlinsey handed out the draft agenda and asked that Council submit any comments by Monday the 19th. He then reported that the curb-painting for time-limited parking had begun.

Planning Director Tom Dolan announced that the agenda for the upcoming Shoreline Master Program Worksession on September 19th would be sent soon. He asked Councilmembers to contact Peter Katich with any comments before the meeting.

Mr. Karlinsey added that the items on the Retreat Agenda for the 23rd that are crossed through have been completed. These will be removed before the April 2012 retreat.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Hunter announced he would be having ankle replacement surgery and wouldn't be in the office for awhile.

Councilmember Malich said that there needs to be a "No Parking" sign by the bump-out curb in front of the Red Rooster Restaurant. People are parking there which causes blockage of the lane of travel. Mr. Karlinsey said he would have the crew paint the curb red.

PUBLIC COMMENT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee - ~~Thu. Sep 15th at 3:00 p.m.~~ CANCELLED
2. Finance / Safety Committee – Mon. Sep 19th at 4:00 p.m.
3. Council Worksession on Shoreline Master Program – Mon. Sep 19th at 5:30 p.m.
4. Council Retreat – Fri. Sep 23rd at 8:30 a.m.

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

MOTION: Move to adjourn to Executive Session at 8:15 p.m. for approximately 25 minutes for the purpose of discussion pending and potential litigation per RCW 42.30.110(1)(i) and property acquisition per RCW 42.30.110(b).
Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 8:48 p.m.
Malich / Payne – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:48 p.m.
Payne / Kadzik – unanimously approved.

CD recorder utilized: Tracks 1002 – 1034

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

C091080-2

DATE: 09/09/2011

WASHINGTON STATE LIQUOR CONTROL BOARD

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20111231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. FRED MEYER STORES, INC.	FRED MEYER #601 5500 OLYMPIC DR BLDG B GIG HARBOR WA 98335 0000	076448	GROCERY STORE - BEER/WINE BEER AND WINE TASTING
2. HARVESTER GIG HARBOR, INC.	HARVESTER RESTAURANT 5601 SOUNDVIEW DR GIG HARBOR WA 98335 0000	366707	SPIRITS/BR/WN REST LOUNGE +
3. FRED MEYER STORES, INC.	QUALITY FOOD CENTER / QFC #864 5010 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	070236	GROCERY STORE - BEER/WINE BEER AND WINE TASTING

Gig Harbor Historic Waterfront Association
Implementing the Main Street™ Approach
in the Gig Harbor Historic Waterfront District

Progress Report
September 15, 2011

3rd QTR 2011

COMMITTEE UPDATES

Economic Development Committee

Status of Current Projects:

Parking

The two hour parking ordinance had Council readings on 6/27 and 7/13. The city made some minor changes from what was proposed and a new ordinance chapter was written. The plan allows 41 2-hour stalls and 10 30-minute stalls. It will also prohibit overnight parking in front of Skansie Park. The committee suggested an overnight prohibition at the Maritime Pier parking site as well. The proposed ordinance is on the City's web site.

Committee members made proposals for limited employee parking to both Harborview Marina and the United Methodist Church. Both expressed liability and other concerns and did not approve the proposals. The committee will review the concerns and decide about further efforts.

Database

Progress has been made on reviewing parcel information for our database. We learned that the format needs some additions and changes to accommodate issues such as multiple buildings, floors, etc. Committee members said they will gather added information on the parcels assigned to them.

The committee is gathering information on the Downtown-Diva software (\$375) which might be used to record information being gathered. References to other Main Street programs have been made to determine if the software is sufficient for our use in lieu of developing our own Access GIS data base. We have also had discussions with the State Main street director regarding their developing a basic "data set" format for all Main Street programs as they all have similar needs.

Jennifer Kilmer contacted the County and received an excel spread sheet on 223 parcels in downtown Gig Harbor which she provided to Gary. Rob Karlinsey also said the City might be able to generate the basic assessor information which the GHHWA will have to supplement with business contact and other information.

Available Properties

The committee has discussed the need to use the available property information to help attract new business. The information should be shared with the Chamber, The Economic Development Board, Real Estate Brokers, and others.

Consideration is being given to developing packets for prospective tenants, which would include brochures on the community and on available properties, pictures and other information to help in attracting tenants. Gary Gallinger was suggested as a resource and has attended the economic development committee meeting.

Two committee members will review possible programs for further use of the information.

Donkey Creek Modifications

A community meeting was held on July 14th to discuss changes being considered for the Donkey Creek area.

The economic development committee indicated it should not take a position on the options being considered but decided to refer the following decision criteria to the GHHWA Board:

- Maintain efficient traffic access and signage for the Finholm District
- Encourage a “unified park and museum complex” as a citizen & visitor attraction
- Improve access and parking for the park and museum complex
- Encourage completion of Cushman Connection trail to draw visitors to waterfront area

These criteria are consistent with the GHHWA mission to improve economic viability while maintaining the community historical character.

Cushman Connection Trail

GHHWA has discussed potential changes for the connection trail with the City and Bob Glass, owner of Haven of Rest. The change would move the trail west to an area less likely to be developed. The new location would likely require two bridges. Scot Grelly will review the specifics of the change to clarify the bridge and location requirements so the GHHWA and Rotary can review cost and other implications. Bob Glass is still supportive of this project and an easement will be a next step.

Other

Peninsula Shopping center - discussions have occurred but a recent conversation GHHWA had with the real estate broker representing the property owners indicates there is no progress toward a new tenant.

Financial Businesses – there are an increasing number of “financial oriented” Russell spinoff businesses in the harbor. They seek high quality office space.

Design Committee

Skansie Park/Jerisich Dock Project

Placement of the dumpster on the adjoining marina property has been approved. An on-site meeting with Public Works was held on June 1 to determine project elements that can be addressed in the near future.

Flower Basket Watering Project

The end of the third quarter also saw the end of the flower watering project. Thirty volunteers faithfully watered 100 baskets on a daily basis throughout the summer. GHHWA appreciates the partnership with the City in this program through the use and maintenance of the watering truck, providing water and gas, etc. Kudos to Dan Lilly, John Winden and Marco Malich and their crew for hanging the baskets and providing ongoing truck maintenance, and basket removal. A thank-you reception for the volunteer crew will be held September 25 at the home of Paul Kadzik.

Connie Schick Clock Project

The GHHWA Design Committee is working with the Rotary Club on their proposed clock project for the corner of Pioneer and Harborview. Preliminary designs have been created and estimates for project elements are being procured. This is another project where we will be partnering with the City for the required flatwork. We are pleased to be a part of this effort and are excited about the ambience this project will provide in the center of the downtown section of the waterfront district.

Promotions Committee

Chalk the Walk – July 16, 2011

While the rain did its best to discourage “Chalk the Walk,” the chalk artists did prevail! The event was postponed one day with the hopes of a dryer venue for the artists but Mother Nature did not cooperate. We had about 20 artists downtown (with 3 professional artists). Winners were selected and certificates were distributed.

2011 Wine & Food Festival – August 6, 2011

The 2nd Annual Wine & Food Festival was a very successful event with nearly 700 people attending (up 200 from 2010). There were 35 participating wineries (compared to 18 in 2010), classes, demonstrations, cook-offs, and net proceeds will be split between the Harbor History Museum and the Gig Harbor Historic Waterfront Association. This is the primary fundraiser for the Waterfront Association.

Halloween

Planning for the 2011 “Trick or Treat in the Harbor” event is underway. We are working with the Gig Harbor Police Department re: road closures in an effort to provide a safe venue for the thousands who attend the event. We will be partnering with Harbor Wild Watch, the Rotary Club of North Gig Harbor, SKHS Photography Club, the Harbor History Museum, and will help promote the City Park Playground Upgrade at a booth in Skansie Park.

Planning for 2011 Girls Night Out – November 10, 2011

The initial meeting to form a committee for this event was held and further recruitment of volunteers is taking place. This is a great event that brings people to the waterfront district with the sole objective of shopping and dining. Over 200 women participated in 2010.

VIV Campaign – Ongoing

Working together with the City of Gig Harbor’s Marketing Department on how to promote the GHHWA initiated the VIV (Very Important Visitor) ongoing campaign welcoming groups, retreats, conferences and visitors to the community. A committee chair for this campaign has now been identified and she is gathering committee members.

Ideally, VIV information will be made available to visiting groups at the hotels, visiting yacht clubs, and even through the Visitor Information Center.

Organization Committee

GHHWA monthly newsletter is distributed monthly via Constant Contact. Email Blasts are sent as needed to inform the readership of upcoming district activities. GHHWA distributes the monthly Art Walk newsletter, promoting the Gig Harbor Gallery Association events (First Saturday Art Walk).

Finances

A Profit & Loss Statement and Balance Sheet for 01/01/2011 through 09/15/2011 (Fiscal Year 2011 YTD) are included in this report.

B & O Tax Credit Review

GHHWA has been able to retain local tax monies within our community by encouraging businesses to utilize the Washington State B&O Tax credits available through the state's Main Street Incentive Program. A time-line for promotion of the B&O Tax Credit has been created by the Organization Committee and a campaign to promote the use of this tax credit will take place 4th quarter 2011. Annual monies received through the Main Street Tax Program:

2008	\$17,500
2009	\$24,000
2010	\$69,250
2011	We have received \$29,5000 of the \$47,200 committed to YTD

2011 B&O Tax Credit participants include:

Paul Kadzik
Fournier & Associates
To Our Youth
McKenzie River Restaurants, Inc. (Brix25)
Willis Marketing
S Squared LLC
Water to Wine LLC
The Threshold Group

Additional Membership Revenue (not including those utilizing the Main Street Tax Credit)

2008	\$11,278
2009	\$13,334
2010	\$15,000 (see also MS Tax Credit revenue above)
2011	\$5,955 (YTD) (New Members since 6/15/11: Flower Basket Support:

James Frymier; **Renewing Members:** No Dearth of Books, Ebb Tide Gallery; **New Member:** The British Connection)

Training and Meetings

Trainings/Meetings attended by GHHWA staff, Board of Directors and Committees in 3rd quarter 2011 includes:

July 27-29, 2011 - Main Street Managers Meeting, Mt. Vernon, WA
(It was announced at this meeting that the state hopes to bring the July 2012 meeting to Gig Harbor – GHHWA will do we can to make this happen!)

September 13, 2011 - Attended presentation by Cynda Baxter, founder of the 3/50 Project

Meetings and training provided by GHHWA during 1st quarter 2011 for the Waterfront District include:

July 20, 2011 Monthly Waterfront District Roundtable Meeting

August 17, 2011 Girls Night Out Kick-Off Meeting in lieu of Monthly Waterfront District Roundtable Meeting

September 21, 2011 Monthly Waterfront District Roundtable Meeting (Scheduled)

Subject: Lodging Tax Committee Changes

Dept. Origin: Administration - Marketing

Prepared by: Laureen Lund
Marketing Director

For Agenda of: September 26, 2011

Exhibits: Letters of resignation

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

PK

AKV email

SS 9/19/11

Expenditure	Amount	Appropriation
Required \$000.00	Budgeted \$000	Required 0

INFORMATION / BACKGROUND

RCW 67.28.1817 provides that the City Council appoint members of the Lodging Tax Advisory Committee and establishes the eligibility for candidates. Jennifer Kilmer has resigned and has requested that Sue Loiland (new museum director) be named to complete this term. Jennifer has completed 10 months of a two-year term. This is her third term.

Wade Perrow has resigned and has requested that Mona Sarrensen (Inn at Gig Harbor Sales Manager) be named to this position. This position has no term limit.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the replacements to the LTAC effective immediately.

Dear Laureen,

I have had the pleasure of serving on the City of Gig Harbor lodging tax committee during my tenure at the Harbor History Museum. I have fully enjoyed working with this committee. I regret that I must submit my resignation, effective immediately, as I will be leaving the Harbor History Museum on September 24 to pursue other employment.

I feel that having museum representation on the LTAC committee is of utmost importance, as we are the largest tourism facility located within the city limits, and therefore have a significant impact on tourism dollars generated in Gig Harbor. I would therefore recommend that Sue Loiland take my place on the LTAC committee. Sue will be taking over the executive director position at the museum at the end of September.

Thank you for the opportunity to serve this community over the past several years.

Sincerely,

Jennifer Kilmer

Harbor History Museum

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

From: Wade Perrow [<mailto:wade@wpconstruction.com>]

Sent: Tuesday, August 30, 2011 1:55 PM

To: Young, Derek

Cc: Mona Sarrensen

Subject: The Inn at Gig Harbor's representation on the LTAC should be changed to Mona Sarrensen at the next opportunity.

Derek,

I would like to ask my seat on the LTAC be replaced with Mona Sarrensen. Please let this e-mail serve as my notice that the, The Inn at Gig Harbor's representation on the LTAC should be changed to Mona Sarrensen at the next opportunity.

Thank You,

Wade Perrow



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

Subject: 2011 Water Main Improvement and Replacement Project Permit Execution – Tacoma Public Utilities

Proposed Council Action: Authorize the Mayor to execute a City of Tacoma Permit necessary for placement of the City's proposed water main along the Cushman Trail north of Soundview Drive.

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Langhelm *AL*

For Agenda of: September 26, 2011

Exhibits: Tacoma Public Utility Permit

	Initial & Date
Concurred by Mayor:	
Approved by City Administrator:	<u> </u> <i>POK</i>
Approved as to form by City Atty:	<i>VIA EMAIL 9/13/2011</i>
Approved by Finance Director:	<u> </u> <i>DF 9/13/2011</i>
Approved by Department Head:	<u> </u> <i>9/13/2011</i>

Expenditure Required	\$ 0.00	Amount Budgeted	\$ 1,110,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

On June 27, 2011 the City Council awarded a Public Works Contract for the 2011 Water Main Improvement and Replacement Project to Wm. Dickson Co. in the amount of \$850,997.84 for Bid Schedules B, C, D, and E of the Contract Documents. This Contract excluded Bid Schedule A because the City had not received a necessary permit from Tacoma Public Utilities (TPU) to proceed with work in Schedule A (TPU right of way work along the Cushman Trail between Soundview Drive and Shurgard Tank). The City has diligently pursued this necessary permit since February 2011 and was told by TPU the permit would be issued by June 2011. The City received the necessary permit from TPU on September 12, 2011.

At the City Council's September 12, 2011 meeting the Council authorized the execution of Change Order No. 1 with Wm. Dickson Co. for the award of Bid Schedule A due to the receipt of the necessary permit from TPU.

Staff requests authorization for execution of this permit to allow the work approved in Change Order No. 1 to commence.

FISCAL CONSIDERATION

This permit does not require additional funding. The budget summary for the previously approved 2011 Water Main Project is provided in the table below:

2011 Budget for Water Division - Capital, Objective No. 5 and 6	\$ 1,110,000
Anticipated 2011 Expenses:	
Schedule A – TPU ROW Water Main (Change Order)	(\$ 156,384.34)
Schedule B – AC Water Mains (Awarded June 2011)	(\$ 643,926.09)
Schedule C – Pioneer Way - Sta 0+81 to Sta 2+60 (Awarded June 2011)	(\$ 46,427.72)
Schedule D – Pioneer Way – Sta 4+50 to End (Awarded June 2011)	(\$ 75,325.64)
Schedule E – Butler Drive – Sta 0+00 to End (Awarded June 2011)	(\$ 85,318.39)
Change Order Authority for Public Works Contract-Schedule B, C, D, & E (Awarded June 2011)	(\$ 40,000.00)
Change Order Authority for Public Works Contract-Schedule A	(\$ 10,000.00)
Topographic Survey Contract with Sitts & Hill (Awarded February 2011)	(\$ 27,574.00)
Remaining 2011 Budget =	\$ 19,043.82

BOARD OR COMMITTEE RECOMMENDATION

This contract work was based on recommendations provided in the City’s Water System Plan and the adopted 2011 Budget adopted by City Council. This contract work was not based on a separate board or committee recommendation.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a City of Tacoma Permit necessary for placement of the City’s proposed water main along the Cushman Trail north of Soundview Drive.

WHEN RECORDED RETURN TO:
Tacoma Public Utilities
Real Property Services
P.O. Box 11007 • Tacoma, WA 98411

DO NOT MARK OUTSIDE THE BORDER LINES OF THIS DOCUMENT

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
PERMIT NO. 2077

Reference No.	P2011-075 DJB
Grantor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Grantee:	City of Gig Harbor
Legal Description:	Portion of the Northwest Quarter (NW¼) of Section 17, Township 21 North, Range 02 East, W.M., City of Gig Harbor, Pierce County, Washington
Tax Parcel Nos.:	0221172009 and 0221172071.

DIVISION: Light

This Permit made and entered into this ___ day of _____, 2011, by and between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, Light DIVISION (d.b.a. Tacoma Power), a municipal corporation, hereinafter designated as "Tacoma Power," and the City of Gig Harbor, a municipal corporation, hereinafter referred to as "Permittee."

WITNESSETH:

WHEREAS, Tacoma Power owns in fee simple the real property described herein known as the Tacoma-Lake Cushman Power Transmission Line right-of-way for the

purpose of transmitting electrical power to the City of Tacoma from the Cushman Hydroelectric Project in Mason County; AND

WHEREAS, Permittee owns and operates a water tank and well no. 3 on an adjacent tract of land, Pierce County parcel no. 0221172105, as part of its utility system; AND

WHEREAS, Permittee has previously obtained Tacoma Power's consent to utilize a portion of said transmission line right-of-way to construct, operate and maintain a 10-inch diameter water main and an 8-inch diameter overflow and drain line from its water tank and well no. 3 in the East half of Section 17, Township 21 North, Range 2 East, W.M., through Permit No. 586 dated April 27, 1977; AND

WHEREAS, Permittee desires to obtain the consent of Tacoma Power to utilize an additional portion of said transmission line right-of-way to construct, operate and maintain a 12-inch diameter water main, running from its water tank and well no. 3 in the opposite direction of said 10-inch diameter water main;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, Tacoma Power does hereby consent to the Permittee's limited, revocable use of the following described real property:

PERMITTED PREMISES

THAT PORTION OF THE CITY OF TACOMA'S CUSHMAN TRANSMISSION LINE RIGHT-OF-WAY LYING WITHIN A 50 FOOT WIDE STRIP OF LAND WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M.; THE NORTHEASTERLY AND NORTHERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND ACQUIRED BY THE CITY OF TACOMA BY JUDGMENT NO. 4 OF PIERCE COUNTY SUPERIOR COURT CAUSE NO. 51234 DATED JANUARY 29, 1924 WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID 100 FOOT WIDE STRIP 1169 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF TACOMA BY QUIT CLAIM DEED DATED MAY 23, 1982, AND RECORDED UNDER AUDITOR'S FILE NO. 8205070163, RECORDS OF PIERCE COUNTY, WASHINGTON, WITHIN SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE EASTERLY ALONG SAID NORTHERLY LINE 64 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUNDVIEW DRIVE AND THE TERMINUS OF THIS DESCRIBED LINE; THE

NORTHERLY END OF SAID 50 FOOT WIDE STRIP BEING THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EASTERLY END OF SAID 50 FOOT WIDE STRIP BEING THE WESTERLY RIGHT-OF-WAY LINE OF SOUNDVIEW DRIVE.

AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

PURPOSE

Tacoma Power consents to Permittee's use of the above described real property (the "Permitted Premises") to the Permittee for the express purpose of:

CONSTRUCTION, OPERATION AND MAINTENANCE OF A 12-INCH DIAMETER WATER MAIN, APPROXIMATELY 1400 FEET IN LENGTH, RUNNING WITHIN THE TACOMA-LAKE CUSHMAN POWER TRANSMISSION LINE RIGHT-OF-WAY, AS SHOWN ON PLANS TITLED "2011 WATER MAIN IMPROVEMENT AND REPLACEMENT PROJECT, TPU ROW WATER MAIN, WATER MAIN PLAN AND PROFILE", SHEETS 5, 6 AND 7 (OF 21), STAMPED AND DATED JUNE 6, 2011 BY JEFFREY D. LANGHELM, PROFESSIONAL ENGINEER, LICENSE NO. 36913, MARKED AS EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Permittee agrees to make no other use of the Permitted Premises or enlarge its use beyond the Permitted Premises without the prior written consent of Tacoma Power.

TERMS AND CONDITIONS

This permission is further granted to the Permittee under the following terms and conditions:

1. PERMIT PERIOD

Tacoma Power hereby grants to Permittee limited, revocable permission to use the Permitted Premises for the purposes stated herein, beginning upon approval and ending when revoked. Permission to use the Permitted Premises is granted conditionally upon the terms set forth herein.

2. FEES, INSURANCE

- a. **Processing Fee.** The Permittee agrees to pay the sum of Five Hundred Dollars (\$500) for processing this permit.

- b. **Fee/Insurance Adjustment.** Tacoma Power may periodically review, and by letter, establish use fees and/or require liability insurance coverage or increase such fees or coverage requirements.
- c. **Payment of Fees.** All fees are payable to City of Tacoma Treasurer and delivered to City of Tacoma, Department of Public Utilities, PO Box 11007, Tacoma, WA 98411 or to such other address as Tacoma Power may hereafter designate.

3. OWNERSHIP OR CONTROL

Tacoma Power owns the Permitted Premises in fee simple as part of its Utility Systems. The permission granted herein is subordinate to and subject to the paramount right of Tacoma Power to use said Premises. Permittee shall not interfere with Tacoma Power's use of the Permitted Premises or damage its structures or facilities.

4. AUTHORIZED USE AND IMPROVEMENTS

- a. **Authorized Improvements.** The Permitted Premises is to be used exclusively for a 12-inch diameter water main (see Exhibit "B").
- b. **Construction Requirements.**
 - 1. Permitted 12-inch diameter water main shall be located between the existing Peninsula Light Company underground power line and the eastern Tacoma Power pole alignment.
 - 2. A minimum of ten (10) feet shall be maintained between the west edge of the water line and the east side of each pole. The same separation is required between consecutive poles as referenced from a straight line connecting the east side of consecutive poles. Where not possible to maintain the ten (10) foot separation, a minimum of eight (8) feet will be allowed. Less than (8) feet of separation will not be allowed.
 - 3. The associated utility trench will be compacted and all excess materials hauled away. It is mandatory the existing grade not be raised. Additionally, Permittee is responsible for using an excavation method that does not destabilize existing Tacoma Power poles or anchors.

4. Permanent blue pylons are to be installed at one-hundred (100) foot intervals along Permittee's water main within the Permitted Premises. The owner's name and contact information to be prominently displayed on each pylon placed.
5. All construction equipment, personnel and material will maintain a minimum of twenty (20) foot radius from the overhead high voltage conductors.
6. Permittee is to provide all contractor access; this may require the installation of additional locks on the right-of-way gates.
7. No construction activities will be allowed to begin prior to September 19, 2011.
8. Permittee shall design and construct facilities to minimize use of the permitted easement and ensure safe conditions.
9. Permittee shall maintain a safe distance between construction equipment and Tacoma Power towers and/or conductors in accordance with National Electrical Safety Code and Light Division standards.
10. Permittee shall submit final construction plans and drawings to Tacoma Power for review and approval at least two (2) weeks prior to planned construction. Permittee shall not begin construction until all plans and drawings are approved by Tacoma Power and written notice has been delivered to Permittee.
11. Inspection of the permitted area may be performed by Tacoma Power before, during and after construction to ensure that Permit requirements are met. If such inspections are required, Permittee agrees to pay Tacoma Power a \$200 inspection fee.
12. All underground pipelines shall be buried not less than thirty-six (36) inches, except in special circumstances where the grades will be revised as approved by the Tacoma Power engineer.
13. No blasting shall be done.
14. Permittee shall notify Tacoma Power, Engineering Services, at PO Box 11007, Tacoma, Washington 98411 at least two (2) weeks prior to the commencement of construction activities, and the parties agree that if construction or use conflicts exist, Tacoma Power's schedule shall prevail.

15. All road crossing and utility construction, including compaction and backfill, shall be done in accordance with the current edition of the standard specifications for Road, Bridge, and Municipal Construction as published by the Washington State Department of Transportation. All crossings of existing utility line roadways shall be compacted to 95 percent of maximum density using approved backfill materials in accordance with these specifications. All roadways must be left passable overnight for Tacoma Power truck access.

16. Permittee shall promptly notify Tacoma Power when reconstruction of the permitted area is complete. Tacoma Power shall, within a reasonable period of time, inspect the reconstructed lands and provide written notice to Permittee upon satisfactory restoration.

- c. **Ownership of Improvements.** The Permittee agrees and covenants that any improvements and/or structures that Tacoma Power permits to be installed by Permittee on the Permitted Premises shall not belong to Tacoma Power upon the termination of this Permit. The Permittee further covenants and agrees that upon termination of this Permit, Permittee shall remain solely responsible for all such improvements and/or structures and shall, at Tacoma Power's request, promptly remove said improvements and/or structures from the Premises and restore the Premises to the same or better condition as existed upon commencement of the Permit period.

5. INDEMNIFICATION

To the fullest extent allowed by law, the Permittee agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers and employees, from any and all claims for damages or loss to the City of Tacoma's operations or property and from any and all claims or litigation arising in connection with this Permit. This includes damages to, or loss of property and personal injury, including injury to, or death of Permittee or Permittee's agents, contractors, employees, licensees, guests and invitees, which may be caused or occasioned by the existence, operation, use or maintenance of any and all of the property subject to this Permit or associated with the Permitted Premises granted hereunder, or caused or occasioned by any act, deed or omission of the Permittee, Permittee's contractors, agents, employees, guests, customers, or invitees.

In this regard, Permittee hereby waives immunity under Title 51 RCW, Industrial Insurance Laws. This waiver has been mutually negotiated by the

parties. Tacoma Power agrees to be responsible for its sole negligence or the sole negligence of its employees and officers occurring within the scope of their employment.

6. LIABILITY INSURANCE

Permittee, its agents and contractors, shall procure and keep effective during the term of this Permit a commercial general liability insurance policy which, at a minimum:

- a. Names the City of Tacoma as an "Additional Named Insured," protecting the City of Tacoma, its officers and employees with coverage of not less than \$1,000,000 combined single limit for each occurrence of property damage and/or personal injury including death;
- b. Includes contractual type coverage obligating Permittee's insurance carrier to satisfy Permittee's potential liability responsibilities and obligations under the terms of this Permit;
- c. Provides that Permittee's insurance (and/or that of its agents and contractors) is primary over any insurance or self-insurance program the City of Tacoma maintains for its own protection;
- d. Provides that the City of Tacoma will be provided 30 days' prior written notice in the event of cancellation of policy.

A Certificate of Insurance, including an endorsement naming the City of Tacoma as an "Additional Named Insured," shall be provided to Tacoma Power for approval and filing. Upon request, Permittee shall provide a copy of the required insurance policy to the City of Tacoma within thirty (30) days of the request.

This Permit is conditioned upon Permittee's maintaining the above-stated minimum insurance requirements, and Permittee shall not occupy or enter upon the Premises until the City of Tacoma has received the Permittee's Certificate of Insurance. The Permittee agrees to maintain the required insurance coverage and provide the City of Tacoma a current Certificate of Insurance (as required herein). Any lapse or termination of either condition constitutes a material breach of this Permit. As a courtesy, the City of Tacoma will endeavor to inform (but is not responsible for informing) the Permittee of such a breach. The City of Tacoma (at its option) may grant an appropriate grace period in order that the Permittee may expeditiously cure the said default(s).

The City of Tacoma may charge an administrative fee reflecting its costs arising from attempting to obtain a current Certificate of Insurance. If the required insurance coverage is still not reinstated within the stated grace period, or if the

City of Tacoma is not provided the required Certificate of Insurance, the City of Tacoma may terminate this Permit. Note: The notice provisions set forth in the Termination Section of this Permit do not preclude the immediate termination of this Permit by the City of Tacoma under this Section.

The City of Tacoma may periodically review the types and amounts of coverage required of Permittee and provide notice of required changes in the types and minimum amounts of such coverage.

An entity that is wholly or partially self-insured may, with the approval of the City of Tacoma, provide evidence of self-insurance funding and, by letter, commit its self-insurance program to the minimum amounts required herein. By executing this Permit, Permittee agrees that it will pay any deductible or self-insured portions of the insurance or self-insurance provided.

7. GENERAL CONDITIONS

- a. **No Warranty.** Tacoma Power does not warrant that it has sole authority to fully permit the above described use of the Permitted Premises, and the Permittee agrees to secure any other rights and permits that are needed by it for its lawful use of said Permitted Premises.
- b. **Prior Agreements.** The rights herein granted shall be subject to any prior agreements or contracts made or entered into by Tacoma Power.
- c. **Other Agencies' Regulations.** This Permit is at all times subject to applicable provisions and requirements of federal, state and local agencies having jurisdiction, and any future rules and regulations of these agencies or their successors or assigns. The permission granted herein is subject to any lawful rules or regulations now in effect or which hereafter might become effective which are imposed upon the Permitted Premises by any regulating authority including Tacoma Power. Tacoma Power reserves the right at any and all times to prescribe additional rules and regulations for the conduct, operation and maintenance of any or all the rights and privileges granted under the terms of this Permit. Tacoma Power will endeavor to give sixty (60) days' notice to Permittee of any such additional rules and regulations.
- d. **Subordination of Rights.** The permission granted herein is subordinate and subject to the paramount right of Tacoma Power to

use the Permitted Premises under its federal power license and any extensions of said license.

- e. **Non-Exclusive Rights.** This Permit is non-exclusive and shall not prohibit Tacoma Power from granting other permits of like or other nature to others, nor shall it prevent Tacoma Power from using any of the Permitted Premises or affect its right to full supervision and control over all or any part of the said Permitted Premises, none of which is hereby surrendered.
- f. **Cooperation.** The Permittee shall cooperate fully with federal, state and county departments of fish, wildlife, or other agencies charged with preserving and maintaining wildlife, energy, ecology, or the environment and shall at all times give access to said agencies and their employees for the purpose of conducting studies or performing other tasks in connection with their official duties.
- g. **Exclusive Tacoma Power Control and Access in Cases of Emergency.** Tacoma Power shall have the right to assert exclusive temporary control over access and use of the Permitted Premises as necessary, in Tacoma Power's sole discretion, for purposes of conducting emergency repairs and/or maintenance to its electrical utility facilities located on the Permitted Premises. Permittee hereby expressly acknowledges this right and agrees to hold Tacoma Power harmless against any claims, demands or damages related to temporary denial of access and use of the Permitted Premises hereunder.
- h. **Primary Purpose of Property.** The rights and privileges under this Permit shall at all times be subservient to the construction, operation, and maintenance of the Utility systems of Tacoma Power, and shall not at any time or in any manner interrupt or interfere therewith; and Tacoma Power shall not be liable to the Permittee or to any third parties entering upon the Premises on account of such construction, operation, or maintenance, or any act or thing done in connection therewith.
- i. **Tacoma Power's Use of Property.** Permittee shall not damage or interfere with Tacoma Power's use of the Premises, structures or facilities. Tacoma Power will not be responsible to stabilize or re-route the permitted 12-inch diameter water main in the event there is a future need for realignment of its transmission line poles. If Tacoma Power requires that Permittee's operations, facilities or structure(s) be moved or modified as a result of interference or

conflict with Tacoma Power operations or facilities, Permittee will promptly make those modifications at its own expense.

- j. **Maintenance of Permittee's Structures.** The structure(s), improvement(s) and any associated habitat conditions permitted herein will be maintained at the Permittee's sole cost in a safe condition and according to the specifications described in this Permit.
- k. **Permittee's Facilities.** Permittee shall maintain its facilities, and the Premises subject to this Permit, in a clean and neat manner. Any improvements that Tacoma Power may allow Permittee to install are subject to being damaged by Tacoma Power's operations and Permittee assumes the risk of such limited use rights and will be responsible for its own additional costs and expenses in restoring any such facilities.
- l. **Unlawful Purposes.** The Permittee will, at all times, maintain the Premises in an orderly manner and will not create or permit any nuisance to exist or allow the Premises to be used for any immoral or unlawful purposes.

8. INSPECTION

Tacoma Power, its officers and agents, may at any and all times enter upon the Premises hereinabove described, or any part thereof, for any purpose in connection with the construction, revision, operation, or maintenance of the Utility systems of Tacoma Power, or at other reasonable times in connection with the Permit, or for the purposes of inquiry or inspection.

9. SPECIAL CONDITIONS

- a. **Structures.** No structures of any type may be placed on Tacoma Power's property, nor shall it be barricaded, fenced or blocked by the Permittee in any way without Tacoma Power's prior written permission. Permittee shall not park construction vehicles, trucks, or store materials or equipment in the Permitted Premises not specifically required for water main maintenance, repair, construction, reconstruction, replacement and/or removal allowed under this Permit.
- b. **Flooding.** Permittee assumes liability for damage to Tacoma Power property and adjacent private property due to flooding caused by Permittee's operations, facilities or structure(s). Permittee agrees to

indemnify, defend, and hold harmless the City in accordance with Section 5 – INDEMNIFICATION.

10. ASSIGNMENT

This Permit is non-assignable without Tacoma Power's prior written approval.

11. HAZARDOUS SUBSTANCES

- a. No goods, merchandise or material shall be kept, stored or sold on the Permitted Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein, thereon or therefrom other than as provided for in this Permit. No machinery or apparatus shall be used or operated on the Permitted Premises which will in any way injure the Permitted Premises.
- b. Permittee shall be liable for the remediation of any hazardous substance and/or condition on the Permitted Premises resulting from Permittee's use of said Permitted Premises.

12. TRANSMISSION LINE OPERATING CONDITIONS

- a. Electromagnetic Fields. Electric devices, including power lines, emit electromagnetic fields (EMF). Some studies have shown that EMF may affect human and/or animal biological systems. Although a National Academy of Sciences Committee has concluded that "the findings to-date do not support claims that EMF fields are harmful to a person's health," the Permittee is hereby notified that potential causal connections between EMF and human diseases may exist. Tacoma Power does not warrant that use of this City of Tacoma real property (the Permitted Premises) is without risk of exposure to EMF. In spite of this concern, the Permittee has decided to enter into this real property agreement with Tacoma Power and expressly assumes all risk of harm as set forth herein.
- b. Operational Hazards. The Permitted Premises is necessary for the operation, maintenance or improvement of Tacoma Power's Utility Systems; therefore, Permittee and/or its agents, guests and/or property may be subject to the hazards of utility operation which Permittee hereby expressly acknowledges and assumes.

13. TERMINATION, NOTICES

- a. Operational Necessity. In the event it should become necessary for Tacoma Power to make use of the Permitted Premises in connection with the operation of its electrical utility facilities to such an extent as to necessitate discontinuance of the use thereof by the Permittee, Tacoma Power may terminate this Permit by giving Permittee written notice of such termination at any time. Said notice is to be given by certified mail addressed to Permittee at 3510 Grandview Street, Gig Harbor, WA 98335, and termination shall be effective upon one-hundred eighty (180) days' written notice.
- b. Insolvency/Bankruptcy. It is hereby agreed that if the Permittee becomes either insolvent or files a proceeding in bankruptcy, or if a receiver is appointed, Tacoma Power may, upon giving ten (10) days' notice to the Permittee, cancel this Permit and re-enter and retake possession of the Permitted Premises; and this Permit and concession shall, at the option of Tacoma Power, be cancelled and terminated and all interests herein shall be forfeited and inure to Tacoma Power.
- c. Other. This Permit may be terminated by the Permittee or Tacoma Power upon one-hundred eighty (180) days' written notice, for any reason stated in said notice, mailed by certified mail to the Permittee at 3510 Grandview Street, Gig Harbor, WA 98335, OR to Tacoma Power at PO Box 11007, Tacoma, WA 98411. In the event Tacoma Power initiates termination, it will make a good faith effort to allow Permittee to relocate or adjust its operations, facilities or structure(s) within the Transmission Line right-of-way at Permittee's expense.
- d. Cessation of Use. Upon the termination of this Permit for any reason, the Permittee agrees to promptly and peaceably cease use of the Premises, and, if requested by Tacoma Power, remove any improvements installed by the Permittee and to return the Permitted Premises to a similar condition as existed prior to the execution of this Permit.
- e. Permit Re-Issuance. In the event this Permit is terminated for Permittee's failure to comply with the terms and conditions set forth herein, and Tacoma Power thereafter elects to grant a new Permit, then additional processing fees will be charged to cover the administration of re-issuing a new Permit.

14. RECORDING

Tacoma Power may record this Permit with the County Auditor's office. Should any subsequent transactions pertaining to resale, lease, or permitted use of the Permitted Premises subject to this Permit occur, it is the Permittee's duty to provide notice to each subsequent purchaser, lessee, permittee, assignee, and user.

15. ACKNOWLEDGMENT

The Permittee acknowledges that this Permit has been mutually negotiated.

P2011-075 DJB/P2077

IN WITNESS WHEREOF, I have executed this instrument at _____
County, Washington, on behalf of the City of Gig Harbor, said municipal corporation
having caused its corporate name to be hereunto subscribed and affixed and these
presents to be executed by its Mayor thereunto duly authorized, this ____ day
_____, 2011.

ACCEPTED:

CITY OF GIG HARBOR

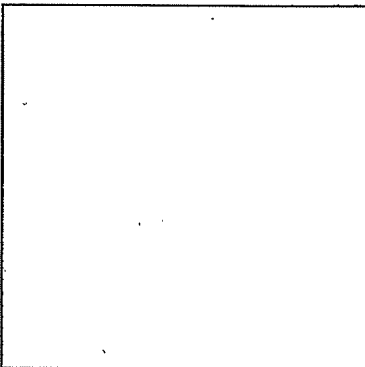
Charles L. Hunter
Mayor

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

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

Dated this _____ day of _____, 2011.

Place Notary Seal in Box



Notary Public in and for the State
of Washington

Residing in _____

My Commission Expires _____

P2011-075 DJB/P2077

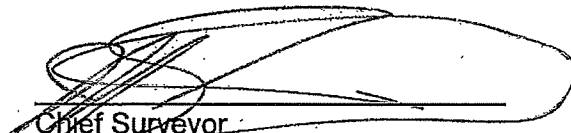
Dated this 12TH day of September, 2011.

APPROVED:


Power Superintendent/COO


Transmission & Distribution Manager

REVIEWED:

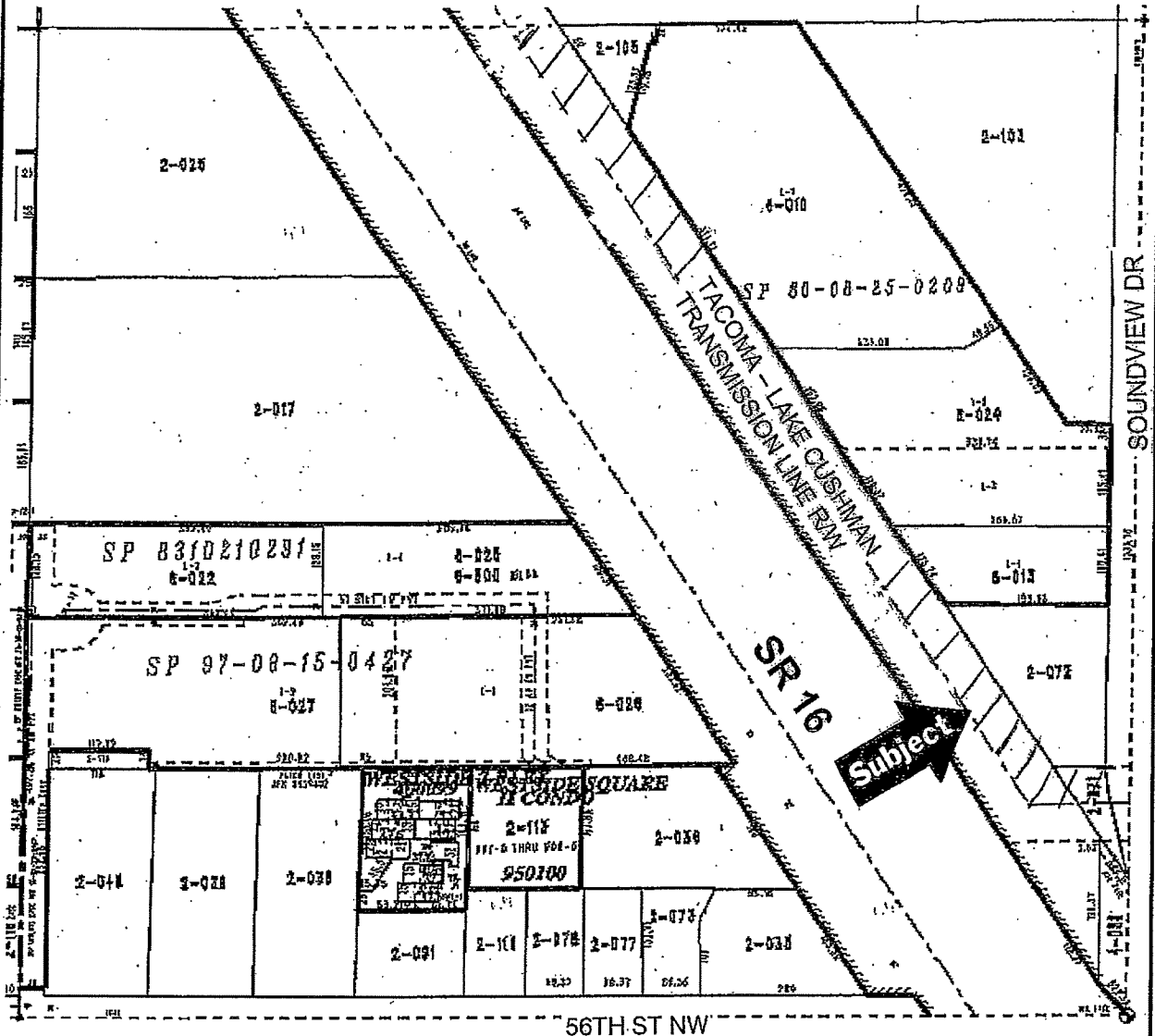

Chief Surveyor

FORM APPROVED:


Deputy City Attorney

**City of Tacoma - Department of Public Utilities
Light Division Permit No. 2077**

Southeast Quarter of the Northwest Quarter of
Section 17, Township 21 North, Range 2 East, W.M.,
in the City of Gig Harbor, Pierce County, Washington.



NOT TO SCALE

REAL PROPERTY SERVICES ILLUSTRATION

<p>Reference No. P2011-075 DJB</p>	<p>This illustration is not to scale. It is provided as a customer convenience to assist in identifying significant characteristics of the installation. No liability is assumed by reason of reliance hereon.</p>	<p>Exhibit A</p>
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Subject: Agreement with Pierce County for use of the Civic Center as a Voting Center.

Proposed Council Action:

Motion to approve and authorize the Mayor to sign the Agreement with Pierce County for the use of the Civic Center as a Voting Center.

Dept. Origin: Administration
Prepared by: Molly Towslee, City Clerk
For Agenda of: September 26, 2011

Exhibits: Voting Center Agreement & exhibits
Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: POK
Approved as to form by City Atty: by e-mail 9/21
Approved by Finance Director: OR 9/21
Approved by Department Head: _____

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

INFORMATION / BACKGROUND

On May 23, 2011 the City Council approved the proposed Agreement between the City and Pierce County for the County's use of the Civic Center as a voting center. The county elections staff has since requested amendment of the dates and hours of use (to include some Saturdays), requested that all references to "Interlocal Agreement" be changed to "agreement" to eliminate any argument that the Pierce County Executive has authority to sign without full Pierce County Council approval, along with other changes. (See attached e-mail and document marked to show Pierce County's requested changes.) City staff has also taken this opportunity to add flexibility to future fee changes associated with additional custodial hours in Section 4.

FISCAL CONSIDERATION

The county will be charged the regular room rental rate and any necessary custodial fees.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to sign the Agreement with Pierce County for the use of the Civic Center as a Voting Center.

**AGREEMENT BETWEEN
CITY OF GIG HARBOR AND PIERCE COUNTY
FOR USE OF GIG HARBOR CIVIC CENTER**

THIS AGREEMENT is made by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and PIERCE COUNTY, a political subdivision of the State of Washington, on behalf of Pierce County Elections (the "County").

WHEREAS, the City and the County desire to cooperate in order to make the most efficient use of their respective governmental powers within their jurisdiction; and

WHEREAS, Section 3.25(1)(h) of the Pierce County Charter delegates to the County Executive the authority to sign, or cause to be signed, on behalf of the County, all contracts and other instruments; and

WHEREAS, the City desires to cooperate with the County in providing a facility for the County's use as a voting facility for regular and special elections subject to the conditions below;

NOW, THEREFORE, in consideration of the mutual representations and covenants contained herein, the parties agree as follows:

1. Purpose. This Agreement is intended to allow the County to use the Council Chambers of the City's Civic Center located at 3510 Grandview Street, Gig Harbor, WA 98335, as a voting facility for regular and special elections.

2. Term. This Agreement shall commence on October 1, 2011, and shall continue until it is terminated. Either party may terminate this Agreement for any reason upon ten (10) days written notice to the other party, provided that the termination does not become effective less than one hundred and five days before a scheduled election, unless mutually agreed by both parties.

3. Initial Dates and Times of Facility Use; Cancellation. The City agrees to allow the County to use the Council Chambers on the following dates from 6:00 a.m. to 10:00 p.m.:

November 7, 8, 2011
February 14, 2012 (may not be required)
April 17, 2012 (may not be required)
August 4, 6, 7, 2012
November 3, 5, 6, 2012

Additional dates and variations on times may be approved by the City Administrator or designee subject to space availability. Closing may be extended until voting activities have concluded. Equipment may be delivered the Friday before an election and needs

to be stored in a secure location. The equipment consists of 10-25 carry-on luggage style voting machines. The County retains risk of loss and damage associated with County equipment on the premises. The County will notify the City as soon as it learns of any need for cancellation due to no election or a small election, approximately 42 days prior to an election.

Once voting begins, the voting area will be locked and sealed by Pierce County Elections each night, denying access to anyone other than authorized personnel.

4. Fees. The fee for use of the Council Chambers is \$75.00 per day. In addition, an hourly custodial fee shall apply for each Saturday use at the rate of \$20 per hour. These rates may be adjusted by the City after 2011 in accordance with the established rates in effect at the time of room usage, which may include custodial fees for use outside regular Civic Center business hours. All fees due shall be paid to the City no later than 10 days prior to the scheduled date of use.

5. Terms of Facility Use.

5.1 Use of the Civic Center facilities shall not be in violation of any Pierce County or City of Gig Harbor ordinances or regulations. Similarly, all functions shall be in compliance with the laws of the State of Washington.

5.2 The maximum number of people permitted in any City Civic Center facility shall be restricted to the posted occupancy limits. Occupancy limits are as follows: Room 232, Council Chambers – 108.

5.3 Smoking and alcoholic beverages are prohibited in Civic Center facilities.

5.4 Care should always be taken while moving tables and chairs, so that walls, doorways and floors are not scratched or damaged. This care includes carpeted areas.

5.5 Prior to leaving, all tables and chairs are to be returned to their original position. Any spills or other messes should be cleaned up and lights turned out. Every attempt should be made to leave the building spotlessly clean. The group supervisor shall personally inspect the room used by the group with the city staff member, if assigned, to determine compliance with after-activity clean-up.

5.6 Should an emergency arise during normal operating hours (9:00 a.m. to 5:00 p.m.) requiring emergency service (fire, medical or police), the user group shall notify the receptionist. After normal operating hours, the group supervisor shall call 9-1-1 from the telephone in the Council Chamber. If any injury, accident or illness occurs, after administering first aid and contacting 9-1-1, the scene shall be secured and the custodian shall be contacted.

5.7 The County shall be responsible for any building damage, lost, misplaced or damaged equipment and any other losses deemed to be the responsibility of the County. The County acknowledges the City is not responsible for and assumes no liability for lost, stolen or damaged County property on the premises as long as secured facilities have been provided by the City.

5.8 No activity shall interfere with any other activity taking place in the same building. Consideration must be given to those who work in the building, especially with regard to noise levels.

6. No Relationship Created. City and County understand and agree that no special relationship or joint entity is created by this Agreement. Each party shall be responsible for financing its own obligations and requirements under this Agreement. No property, real or personal, shall be acquired, held or disposed of jointly as a result of this Agreement.

7. Insurance and Indemnification.

7.1 The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate.

7.2 The County shall hold harmless, indemnify and defend the City, its officers, elected and appointed officials, employees and agents from and against all claims, actions, damages and lawsuits, including costs and reasonable attorney's fees, resulting from, arising out of or suffered, directly or indirectly, by reason of or in connection with the use of the facility and performance of this Agreement; PROVIDED, that the obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the County's obligations hereunder shall apply only to the percentage of fault not attributable to the City, its employees or agents. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

7.3 Nothing contained in this section shall be deemed to waive any other immunities established pursuant to state statutes or to create third party rights or immunities.

8. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

9. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

10. Waiver. No covenant, term or condition of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

11. Notices. All notices or demands of any kind required or desired to be given by City or Tenant shall be in writing and deemed delivered upon actual delivery or forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, and shall be addressed:

If to City at:

City of Gig Harbor
Attn: City Administrator
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6127

If to County at:

Pierce County Elections Center
Attn: Cindy Hartman
2501 South 35th Street, Suite C
Tacoma, WA 98409
(253) 798-6587

or at such other address as the parties may designate by written notice to the other.

12. Recording/Posting. The City shall, within 10 days after this Agreement is executed by both parties, record this Agreement with the Pierce County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

13. Entire Agreement. This Agreement is the entire agreement between parties and supersedes and merges with any prior agreements of the parties, written or oral. This Agreement shall be amended only in writing with the written consent of the parties.

CITY OF GIG HARBOR

PIERCE COUNTY

Mayor Charles L. Hunter
Date:_____

By: _____
Its: _____
Date: _____

ATTEST:

Approved:

Molly Towslee, City Clerk

Director of Risk Management

APPROVED AS TO FORM:
Office of the City Attorney

APPROVED AS TO FORM:
Office of the Prosecuting Attorney

City Attorney

Deputy Prosecuting Attorney

Angela S. Belbeck

From: Mary Schmidtke [mschmid@co.pierce.wa.us]
Sent: Monday, September 19, 2011 1:19 PM
To: Angela S. Belbeck
Cc: David Prather
Subject: RE: City of Gig Harbor/Pierce County Voting Center Agreement

Angela,
Sending on behalf of our DPA. His e-mail to you was being rejected. I've included him as well so you two can connect without me if needed.

Mary

From: David Prather
Sent: Monday, September 19, 2011 1:13 PM
To: 'abelbeck@omwlaw.com'
Cc: Mary Schmidtke
Subject: City of Gig Harbor/Pierce County Voting Center Agreement

Angela,

Mary Schmidtke of the Pierce County Auditor's office forwarded to me the following email that you sent to her earlier today:

Mary, the attached charter provisions doesn't provide the explanation I need to move this forward. Please have your DPA submit an explanation for why an interlocal agreement is inappropriate for the circumstances here that I can attach to our packet to present to the City Council. Thank you!
--Angela

I'm not sure how much detail you want regarding why Pierce County would like all references to "interlocal agreement" removed from the proposed draft, but the most simple is that all interlocal agreements must be approved by the Pierce County Council before the Pierce County Exec can sign. Although one could argue the current voting center proposal is not, in substance, a true interlocal agreement and is really nothing more than a simple rental situation, by removing all references to "interlocal agreement" we eliminate any argument the Pierce County Exec lacks authority to sign.

Hope this helps. If you need anything further, please let me know.

David H. Prather
Deputy Prosecuting Attorney/Civil Division
955 Tacoma Avenue South, Suite 301
Tacoma, WA 98402-2160
Direct Line: 253-798-4168
Email: dprathe@co.pierce.wa.us

Pierce County's proposed changes 9/16/11

**INTERLOCAL AGREEMENT BETWEEN
CITY OF GIG HARBOR AND PIERCE COUNTY
FOR USE OF GIG HARBOR CIVIC CENTER**

THIS AGREEMENT is made by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and PIERCE COUNTY, a political subdivision of the State of Washington, on behalf of Pierce County Elections (the "County").

WHEREAS, the City and the County desire to cooperate pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, in order to make the most efficient use of their respective governmental powers within their jurisdiction; and

WHEREAS, Section 3.25(1)(h) of the Pierce County Charter delegates to the County Executive the authority to sign, or cause to be signed, on behalf of the County, all contracts and other instruments; and

WHEREAS, the City desires to cooperate with the County in providing a facility for the County's use as a voting facility for regular and special elections;

NOW, THEREFORE, in consideration of the mutual representations and covenants contained herein, the parties agree as follows:

1. Purpose. This Agreement is intended to allow the County to use the Council Chambers of the City's Civic Center located at 3510 Grandview Drive, Gig Harbor, WA 98335, as a voting facility for regular and special elections.

2. Term. This Agreement shall commence on ~~June-October~~ 1, 2011, and shall continue until it is terminated. Either party may terminate this Agreement for any reason upon ten (10) days written notice to the other party, provided that the termination does not become effective less than ~~sixty (60)~~ one hundred and five days before a scheduled election, unless mutually agreed by both parties.

3. Initial Dates and Times of Facility Use; Cancellation. The City agrees to allow the County to use the Council Chambers on the following dates from 6:00 a.m. to 9:10:00 p.m.:

- ~~August 16, 2011~~
- November 7, 8, 2011
- February 14, 2012 (may not be required)
- April 17, 2012 (may not be required)
- August 4, 6, 7, 2012
- November 3, 5, 6, 2012

Additional dates and variations on times may be approved by the City Administrator or designee subject to space availability. Closing may be extended until voting activities

Comment [A1]: I will send you a copy of this section of the PCC.

Comment [A2]: Changed to October 1, 2011 since we handled the August Primary through a regular rental agreement.

Comment [A3]: We do not want to cancel location agreements once the Voter Pamphlet (VP) goes to the printer and we need 30 days to find a new location.

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have concluded. Equipment may be delivered the Friday day before an election and needs to be stored in a secure location. The equipment consists of 10-25 carry-on luggage style voting machines. The County retains risk of loss and damage associated with County equipment on the premises. The County will notify the City as soon as it learns of any need for cancellation due to no election or a small election, approximately 42 days prior to an election, six (6) weeks prior to election dates.

Once voting begins, the voting area will be locked and sealed by Pierce County Elections each night, denying access to anyone other than authorized personnel.

4. Fees. The fee for use of the Council Chambers is \$75.00 per day and shall be paid to the City no later than _____ days prior to the scheduled date of use. This rate may be adjusted by the City after 2011 in accordance with the established rates in effect at the time of room usage.

5. Terms of Facility Use.

5.1 Use of the Civic Center facilities shall not be in violation of any Pierce County or City of Gig Harbor ordinances or regulations. Similarly, all functions shall be in compliance with the laws of the State of Washington.

5.2 The maximum number of people permitted in any City Civic Center facility shall be restricted to the posted occupancy limits. Occupancy limits are as follows: Room 232, Council Chambers – 108.

5.3 Smoking and alcoholic beverages are prohibited in Civic Center facilities.

5.4 Care should always be taken while moving tables and chairs, so that walls, doorways and floors are not scratched or damaged. This care includes carpeted areas.

5.5 Prior to leaving, all tables and chairs are to be returned to their original position. Any spills or other messes should be cleaned up and lights turned out. Every attempt should be made to leave the building spotlessly clean. The group supervisor shall personally inspect the room used by the group with the city staff member, if assigned, to determine compliance with after-activity clean-up.

5.6 Should an emergency arise during normal operating hours (9:00 a.m. to 5:00 p.m.) requiring emergency service (fire, medical or police), the user group shall notify the receptionist. After normal operating hours, the group supervisor shall call 9-1-1 from the telephone in the Council Chamber. If any injury, accident or illness occurs, after administering first aid and contacting 9-1-1, the scene shall be secured and the custodian shall be contacted.

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County. The County acknowledges the City is not responsible for and assumes no liability for lost, stolen or damaged County property on the premises as long as secured facilities have been provided by the City.

5.8 No activity shall interfere with any other activity taking place in the same building. Consideration must be given to those who work in the building, especially with regard to noise levels.

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7. Insurance and Indemnification.

7.1 The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate.

7.2 The County shall hold harmless, indemnify and defend the City, its officers, elected and appointed officials, employees and agents from and against all claims, actions, damages and lawsuits, including costs and reasonable attorney's fees, resulting from, arising out of or suffered, directly or indirectly, by reason of or in connection with the use of the facility and performance of this Agreement; PROVIDED, that the obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the County's obligations hereunder shall apply only to the percentage of fault not attributable to the City, its employees or agents. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

7.3 Nothing contained in this section shall be deemed to waive any other immunities established pursuant to state statutes or to create third party rights or immunities.

8. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

9. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

10. Waiver. No covenant, term or condition of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

11. Notices. All notices or demands of any kind required or desired to be given by City or Tenant shall be in writing and deemed delivered upon actual delivery or forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, and shall be addressed:

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City of Gig Harbor
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(253) 851-6127

If to County at:

Pierce County Elections Center
Attn: Cindy Hartman
2501 South 35th Street, Suite C
Tacoma, WA 98409
(253) 798-6587

or at such other address as the parties may designate by written notice to the other.

12. Recording/Posting. The City shall, within 10 days after this Agreement is executed by both parties, record this Agreement with the Pierce County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source, ~~as allowed in RCW 39.34.040.~~

13. Entire Agreement. This Agreement is the entire agreement between parties and supersedes and merges with any prior agreements of the parties, written or oral. This Agreement shall be amended only in writing with the written consent of the parties.

CITY OF GIG HARBOR

PIERCE COUNTY

Mayor Charles L. Hunter
Date: _____

By: _____
Its: _____
Date: _____

ATTEST:

Approved:

Molly Towslee, City Clerk

Director of Risk Management



Subject: Resolution – Rejecting Bid from Pacific Pile and Marine, L.P. for the Skansie Net Shed Pier Restoration Project

Proposed Council Action: Adopt the Resolution rejecting a single bid from Pacific Pile and Marine, L.P. received by the City for the Skansie Net Shed Pier Restoration Project (CPP-1109).

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw *MEM*
Project Engineer

For Agenda of: September 26, 2011

Exhibits: Resolution

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *PK 9/20/11*

Approved as to form by City Atty: *approved/emma 9/20*

Approved by Finance Director: *[Signature]*

Approved by Department Head: *[Signature] 9/20/2011*

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

INFORMATION / BACKGROUND

On September 14, 2011, the City opened bids for the Skansie Net Shed Pier Restoration Project. Only one bid was received. The amount of the base bid, including tax, of the one bid received from Pacific Pile and Marine, L.P. exceeded the budgeted amount for the project, and there are not sufficient funds available to award the project at the bid amount. RCW 35.23.352 authorizes the City to reject such a bid by resolution. The base bid provided amounted to \$136,722.75. The engineer's estimate for the base bid as prepared by the engineer of record amounted to \$60,000.00. *PROJECT WILL BE ADJUSTED + RE-BID IN OCTOBER.*

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Adopt the Resolution rejecting a single bid from Pacific Pile and Marine, L.P. received by the City for the Skansie Net Shed Pier Restoration Project (CPP-1109).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REJECTING BID FROM PACIFIC AND MARINE, L.P. RECEIVED BY THE CITY ON THE SKANSIE NET SHED PIER RESTORATION PROJECT, #CPP 1109.

WHEREAS, the City of Gig Harbor recently opened bids on the capital project commonly known as Skansie Net Shed Pier Restoration (CPP 1109); and

WHEREAS, the City received only one bid proposal submitted by Pacific Pile and Marine, L.P.; and

WHEREAS, due to the bid amount of the bid exceeding the budget amount, the City desires to exercise its right to reject the bid in accordance with the City's reservation of right to reject any or all bids as set forth in its Invitation to Bidders and as authorized under RCW 35.23.352; Now, therefore,

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

Section 1. Rejection of Bid. The bid received by the City of Gig Harbor from Pacific Pile and Marine, L.P. on the Skansie Net Shed Pier Restoration Project (CPP 1109) is hereby rejected, and the bid deposit shall be returned to the bidder.

RESOLVED this _____ day of _____, 2011.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. _____



**Subject: Emergency Management
Performance Grant Acceptance**

**Proposed Council Action: Accept
And authorize the Mayor to sign the
2011-12 Emergency
Management Performance Grant**

Dept. Origin: Building/Fire Safety

Prepared by: D. Bower

For Agenda of: Sept. 26, 2011

Exhibits: Draft grant agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RSK

Approved as to form by City Atty: by e.m.c. / 9/21/11

Approved by Finance Director: DF 9/11

Approved by Department Head: DB 9/21/11

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

As an approved emergency management agency under RCW 38.52 the City is eligible for receipt of an Emergency Management Performance Grant provided by FEMA through the State Emergency Management Division. This is an annual grant program intended to fund emergency management activities at the local level and is based upon the percentage of general fund budget dedicated to emergency management in the community. This year's EMPG award amount for the City of Gig Harbor, if accepted, is \$10, 860.00.

FISCAL CONSIDERATION

A local match (cost share) is required for participation in this grant program. The match can be either in cash or in-kind. In 2009, the last year the City participated, the cost share was met with in-kind contributions that included staff costs for program management, training, and expenses related to emergency preparedness activities. We anticipate that the match will again be met through in-kind contributions.

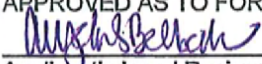
BOARD OR COMMITTEE RECOMMENDATION

No board or committee recommendation was sought or received.

RECOMMENDATION / MOTION

Move to: Accept the 2011 Emergency Management Performance Grant in the amount of \$10, 860.00.

Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET

1. Sub-grantee Name and Address: City of Gig Harbor 3510 Grandview St. Gig Harbor, WA 98335		2. Grant Agreement Amount: \$10,860		3. Grant Agreement Number: E12-080	
4. Sub-grantee Contact, phone number: Dick J. Bower, (253) 851-6170		5. Grant Agreement Start Date: October 1, 2010		6. Grant Agreement End Date: June 30, 2012	
7. Department Program Manager, phone number: Charma Anderson, (253) 512-7064		8. Data Universal Numbering System (DUNS): 14365621		9. UBI # (state revenue): 273000606	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Source Agreement #: 2011-EP-00-0001		12. Department Funding Code (PI): 713PT	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.042 EMPG		14. TIN: 91-6001435
15. Service Districts: (BY LEGISLATIVE DISTRICT): 26 (BY CONGRESSIONAL DISTRICT): 8		16. Service Area by County(ies): Pierce		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Sub-Grantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			21. Sub-Grantee Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
22. PURPOSE: Provide U.S. Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes with emergency management programs to support and enhance those programs as described in the Work Plan.					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <ol style="list-style-type: none"> 1. Applicable Federal and State Statutes and Regulations 2. Work Plan 3. Special Terms and Conditions 4. General Terms and Conditions, and, 5. Other provisions of the grant agreement incorporated by reference. 					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE APPLICANT:		
Signature James M. Mullen, Director Emergency Management Division Washington State Military Department		Date	Signature Chuck Hunter Mayor		Date
APPROVED AS TO FORM: Brian E. Buchholz, (Signature on file) 7/25/2011 Assistant Attorney General			APPROVED AS TO FORM (if applicable):  Applicant's Legal Review 8/11/2011 Date		

Form 10/27/00 kdb

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	Dick J. Bower	Name	Charma Anderson
Title	Director	Title	EMPG Program Manager
E-Mail	bowerd@cityofgigharbor.net	E-Mail	c.anderson@emd.wa.gov
Phone	(253) 851.6170	Phone	(253) 512-7064
Name		Name	Sierra Wardell
Title		Title	EMPG Program Coordinator
E-Mail		E-Mail	s.wardell@emd.wa.gov
Phone		Phone	(253) 512-7121
Name		Name	Deborah Henderson
Title		Title	EMPG Program Assistant
E-Mail		E-Mail	d.henderson@emd.wa.gov
Phone		Phone	(253) 512-7470

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Sub-grantee shall comply with all applicable state and federal laws, regulations and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to DHS/FEMA grants are listed here for reference only, and include, but are not limited to, the following:

1. Administrative Requirements: 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, Grants and Cooperative Agreements with State and Local Governments; 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110).
2. Cost Principles: 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87); 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21); 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122); OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and 48 CFR Part 31, §31.2, Federal Acquisitions Regulations (FAR), Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
3. Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Sub-grantee, upon written request by the Department, DHS or FEMA, shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
4. Duplication of Benefits: There may not be a duplication of any Federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines, Section C.3 (c), which states: "Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons." However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with

existing program agreements. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.

5. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the "Fiscal Year 2011 EMPG Program Guidance and Application Kit, Section I – Application and Review Information May 2011" and the "Fiscal Year 2011 GPD Preparedness Grant Programs Guidance and Application Kit, Section II -- Award Administrative Information May 2011", which can be found at <http://www.fema.gov/government/grant/empg/> and are hereby incorporated in and made a part of this Agreement.
6. The Sub-grantee shall comply with the **Federal Funding Accountability and Transparency Act (FFATA)** and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and Attachment #1 attached to and made a part of this Agreement.

ARTICLE III – REIMBURSEMENT/INVOICING PROCEDURES

1. This is a fixed price, reimbursement Grant Agreement. Within the total Grant Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Grant Agreement. Any travel or subsistence reimbursement allowed under the Grant Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov> without prior written approval by Department key personnel. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.
2. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.
3. The Sub-grantee will submit reimbursement requests to the Department by submitting an A-19 Invoice form and a completed reimbursement spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests shall be submitted to the Department's key personnel and must be submitted no more frequently than monthly; and it is required that invoices be submitted at least bi-annually.
4. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Agreement End Date. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
5. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.
6. Requests for reimbursement of equipment purchases must include a copy of the **vendor's invoice and packing slip** or a statement **signed and dated** by the Sub-grantee's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".
7. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline and the Work Plan) will prohibit the Sub-grantee from being reimbursed until such complete reports

and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.

8. Final reimbursement requests will not be approved for payment if Sub-grantee is not current with all reporting requirements contained in this Agreement.

ARTICLE IV – REPORTING REQUIREMENTS

1. The Sub-grantee shall submit with each reimbursement request a report describing completed Work Plan activities for which reimbursement is sought.
2. In conjunction with the next annual grant cycle application process, the Sub-grantee shall submit to the Department's key personnel a final report describing all completed-activities under this Grant Agreement and new activities for which grant funding will be sought in the upcoming grant cycle's Work Plan.

ARTICLE V – EQUIPMENT MANAGEMENT

All equipment purchased under this Grant Agreement, by the Sub-grantee or a contractor, will be recorded and maintained in the Sub-grantee's equipment inventory system.

1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.
2. The Sub-grantee, or a recognized sub-grantee/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.
3. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Sub-grantee for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.
5. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the Department.
7. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
8. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.
 - b. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.
9. As recipient of federal funds the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this Grant Agreement.

ARTICLE VI – ENVIRONMENTAL AND HISTORICAL PRESERVATION

1. The Sub-grantee shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. Information about these requirements is located on pages 31-32 of the "Fiscal Year 2011 EMPG Program Guidance and Application Kit, Section I – Application and Review Information May 2011" and on pages 11-12 of the "GPD Preparedness Grant Programs Guidance and Application Kit, Section II -- Award Administrative Information May 2011" both of which are located at FEMA: FY 2011 Emergency Management Performance Grants (EMPG) Program or <http://www.fema.gov/government/grant/empg/>.
2. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The Sub-grantee is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but not limited to, communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. If potential impact is identified, EHP review is required prior to project implementation. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

ARTICLE VII – PROCUREMENT

The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement. All sole source contracts expected to exceed \$100,000 must be submitted to the Department for review and approval prior to the Sub-grantee's award and execution of a contract. This requirement must be passed on to all of the Sub-grantee's sub-contractors, at which point the Sub-grantee will be responsible for reviewing and approving their sub-contractors' sole source justifications.

ARTICLE VIII – SUB-GRANTEE MONITORING

1. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
2. Monitoring activities may include, but are not limited to:
 - a. review of performance reports;
 - b. monitor and document the completion of Grant Agreement deliverables;
 - c. documentation of phone calls, meetings, e-mails and correspondence;
 - d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Grant Agreement budget and federal requirements;
 - e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;

- f. on-site visits to review equipment records and inventories, to verify documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

ARTICLE IX – GRANT AGREEMENT MODIFICATION REQUESTS

A Sub-grantee may request a modification to the Grant Agreement in writing to the Department key personnel. Modifications may be requested for Grant Agreement end date, budget or scope change.

ARTICLE X – NIMS COMPLIANCY

1. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2011 (FFY11) federal preparedness funding, to include EMPG, the National Incident Management System (NIMS) compliance requirements for 2011 must be met.
2. In accordance with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, Tribal nations, nongovernmental organizations including voluntary organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
3. All local government and Tribal nations sub-grantees should update their respective NIMS Compliance Assistance Support Tool (NIMSCAST) assessments and, if necessary, submit a Corrective Action Plan via NIMSCAST for FFY10. Corrective Action Plans are only required if a jurisdiction fails to meet one of the NIMS implementation activities. Comprehensive information concerning NIMS implementation for States, Tribal nations, local governments, nongovernmental organizations, and the private sector is available through the National Integration Center (NIC) at FEMA's NIMS Resource Center at <http://www.fema.gov/nims>.
4. Local governments and tribal nations should continue to implement NIMS training guidance (course curricula and instructor qualifications) contained in the *Five-Year NIMS Training Plan*, released in February 2008 and any successor guidance released by FEMA. [Note: Coursework and training developed and/or delivered by National Wildfire Coordinating Group (NWCG) meet the course and instructor requirements of the *Five-Year NIMS Training Plan*]. NIMS training guidance is available on FEMA's NIMS Resource Center at <http://www.fema.gov/emergency/nims/NIMSTrainingCourses>.

ARTICLE XI – EMPG SPECIFIC REQUIREMENTS

1. The Washington State Military Department Emergency Management Division (EMD) receives grant funding each year from the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) through the Emergency Management Performance Grant (EMPG) Program. The funding assists state and local governments enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended, 42 U.S.C. 5121-5207).
2. A portion of the FFY11 EMPG grant has been identified by the state to be passed through to local jurisdictions and tribes that have emergency management programs to supplement their local/tribal operating budgets. Each jurisdiction or tribe that applied and met the qualifications specified in WAC 118-09 regarding emergency management assistance funds was awarded a sub-grant based on the size of their agency's emergency

management operating budget. Funds are used by local jurisdictions and tribes to enhance their emergency management capability.

3. Funds are provided by DHS/FEMA solely for the use of supporting emergency management programs as provided by EMPG Program. The Sub-grantee shall use the funds to perform tasks as described in the Work Plan of the Sub-grantee's application for funding, as approved by the Department. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
4. The Sub-grantee shall provide a match of **\$10,860** of non-federal origin. Match (cost share) may be cash or in-kind. To meet matching requirements, the Sub-grantee contributions must be reasonable, allowable, allocable and necessary under the grant program and must comply with all Federal requirements and regulations, including but not limited to 2 CFR Part 225, 2 CFR Part 215.23, and 44 CFR Part 13.24. An appropriate mechanism must be in place to capture, track and document match.
5. The Sub-grantee acknowledges that since this Grant Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Grant Agreement prior to distribution of appropriated federal funds.

The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.

6. Exercises that are implemented with grant funds must meet the requirements of the FFY11 EMPG Program. Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the Department.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

- a. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"Sub-grantee"** means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- c. **"Sub-grantee Agent"** means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- d. **"Grantee"** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the DEPARTMENT are one and the same.
- e. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. **"Investment Justification"** means grant application investment justification submitted by the sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.
- g. **"PL"** – is defined and used herein to mean the Public Law.
- h. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- i. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- j. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Non-federal entities as subrecipients that expend **\$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than **\$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

SUB-GRANTEE required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by

the Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE grantee has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The SUB-GRANTEE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The SUB-GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUB-GRANTEE must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUB-GRANTEE all disallowed costs resulting from the audit.

Once the single audit has been completed, the SUB-GRANTEE must send a full copy of the audit to the DEPARTMENT and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The SUB-GRANTEE must send the audit and the letter no later than nine (9) months after the end of the SUB-GRANTEE's fiscal year(s) to:

**Accounting Manager
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the SUB-GRANTEE must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If SUB-GRANTEE claims it is exempt from the audit requirements of Circular A-133, SUB-GRANTEE must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUB-GRANTEE fiscal year(s) to:

**Accounting Manager
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUB-GRANTEE shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the SUB-GRANTEES failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. SUB-GRANTEE shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The SUB-GRANTEE or the DEPARTMENT may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUB-GRANTEE. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUB-GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

DEPARTMENT and SUB-GRANTEE agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the SUB-GRANTEE certifies that the SUB-GRANTEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the DEPARTMENT, the SUB-GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the SUB-GRANTEE for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the SUB-GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUB-GRANTEE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUB-GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the Excluded Parties List System (EPLS) maintained by the federal General Services Administration (GSA). The SUB-GRANTEE also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List."

A.8 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUB-GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be

performed in connection with the project assisted under this Grant Agreement. SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUB-GRANTEE and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the SUB-GRANTEE's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The SUB-GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.10 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUB-GRANTEE's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the DEPARTMENT. However, the parties acknowledge that the DEPARTMENT, and state and local agencies as defined in RCW 42.56.010, are subject to RCW 42.56, the state Public Records Act.

A.11 DISPUTES

The DEPARTMENT and SUB-GRANTEE shall make every effort to resolve disputes arising out of or relating to this Grant Agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this Agreement, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this dispute resolution process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

A.12 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUB-GRANTEE, its sub-contractors, assigns, agents, contractors,

consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUB-GRANTEE, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUB-GRANTEE, or SUB-GRANTEE's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.13 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUB-GRANTEE Agent or Alternate for the SUB-GRANTEE Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUB-GRANTEE shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.14 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the SUB-GRANTEE an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.15 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the SUB-GRANTEE.

A.16 NONDISCRIMINATION

The SUB-GRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be

denied the benefits of, or otherwise be subjected to discrimination under any program, or activity, funded, in whole or in part, under this Grant Agreement.

A.17 NOTICES

The SUB-GRANTEE shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.18 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUB-GRANTEE represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUB-GRANTEE's performance under this Grant Agreement. To the extent allowed by law, the SUB-GRANTEE further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUB-GRANTEE to so comply.

A.19 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUB-GRANTEE. The SUB-GRANTEE shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.20 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.21 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.22 PUBLICITY

The SUB-GRANTEE agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUB-GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUB-GRANTEE may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.23 RECAPTURE PROVISION

In the event the SUB-GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the SUB-GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

A.24 RECORDS

- a. The SUB-GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUB-GRANTEE's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The SUB-GRANTEE's records related to this Grant Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUB-GRANTEE with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the SUB-GRANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUB-GRANTEE's normal working day.
- d. The SUB-GRANTEE shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.25 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUB-GRANTEE with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the SUB-GRANTEE. The DEPARTMENT undertakes no responsibility to the SUB-GRANTEE, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUB-GRANTEE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUB-GRANTEE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUB-GRANTEE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUB-GRANTEE in connection with the project. The SUB-GRANTEE shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.26 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUB-GRANTEE hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUB-GRANTEE to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the SUB-GRANTEE will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUB-GRANTEE will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING

The SUB-GRANTEE shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The SUB-GRANTEE, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUB-GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the SUB-GRANTEE make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUB-GRANTEE is another state department, state agency, state university, state college, state community college, state board, or state

commission, that the officers and employees are employed by the state of Washington their own right and not by reason of this Grant Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the SUB-GRANTEE shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUB-GRANTEE or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the SUB-GRANTEE may terminate this Grant Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUB-GRANTEE. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds. In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUB-GRANTEE has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUB-GRANTEE unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The DEPARTMENT may notify the SUB-GRANTEE in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUB-GRANTEE's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUB-GRANTEE an opportunity to cure, the DEPARTMENT shall notify the SUB-GRANTEE in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Grant Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUB-GRANTEE, if allowed, or pending a decision by the DEPARTMENT to terminate the Grant Agreement in whole or in part.

In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time.

The rights and remedies of the DEPARTMENT provided for in this section shall be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUB-GRANTEE: (1) was not in default or material breach, or (2) failure to perform was outside of the SUB-GRANTEE's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Grant Agreement, the SUB-GRANTEE shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the DEPARTMENT may require the SUB-GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUB-GRANTEE the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Grant Agreement termination, and the amount agreed upon by the SUB-GRANTEE and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUB-GRANTEE for termination. The DEPARTMENT may withhold from any amounts due the SUB-GRANTEE such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUB-GRANTEE shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUB-GRANTEE under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Grant Agreement had been completed, would have been required to be furnished to the DEPARTMENT;

- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The SUB-GRANTEE may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUB-GRANTEE is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The SUB-GRANTEE may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.37 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The SUB-GRANTEE, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

ACTIVITY #	2011 Emergency Management Program Workplan	
	Agency: City of Gig Harbor	
Required Activities for EMPG eligibility		
The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the four elements of emergency management: prevention; protection; response; and recovery. Washington State does not require a specific number of activities to receive EMPG funding, however, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant		
1	Emergency Management Function	Planning
	General Plan for 2011 Calendar Year: Update all-hazard Mitigation and Comprehensive Emergency Management plans	
2	Emergency Management Function	Public Education and Information
	General Plan for 2011 Calendar Year: Fully implement Map Your Neighborhood in partnership with PEP-C	
3	Emergency Management Function	Mitigation
	General Plan for 2011 Calendar Year: Monitor mitigation grant opportunities for seismic retrofit of Grandview water tanks	
4	Emergency Management Function	Training
	General Plan for 2011 Calendar Year: Conduct functional exercise and continue monitoring NIMS compliance	
5	Emergency Management Function	Operations and Procedures
	General Plan for 2011 Calendar Year: Continue improving EOC capabilities and developing disaster trailer resources	

MILESTONE TIMELINE

FFY11 Emergency Management Performance Grant Program

MILESTONE	TASK
October 1, 2010	Start of Grant Agreement performance period.
June 30, 2012	End of grant performance period.
August 15, 2012	Submit all final reports, requests for reimbursement and/or deliverables.

Budget Sheet

FFY11 Emergency Management Performance Grant Program

LOCAL EMERGENCY MANAGEMENT BUDGET SUMMARY

Category	2011 Local Funds Budget*
Salaries and Benefits	\$20,000
Subcontractor	\$40,000
Total All Program Costs	\$60,000
FFY11 EMPG Award	\$10,860

The **City of Gig Harbor** award is **\$10,860**. This is based on the FFY10 allocation factor of **18.1%** of approved local/tribal emergency management operating budgets. This award will not be used to supplant the existing local/tribal funds identified above. The Department's Reimbursement Spreadsheet will accompany each reimbursement request submitted. In addition, the Contractor agrees to make all records available to Military Department staff, upon request. **A total of 5% of this award can be used to pay for management and administration of this contract.**

If the local/tribal emergency management operation budget should change, as the award contract amount is based on the budget, an amendment may have to be issued modifying the award contract amount.

* No federal funds are included in the local emergency management operating budget.

Funding Source: **U.S. Department of Homeland Security** - PI# 713PT – EMPG

**ADDITIONAL AGREEMENT PROVISIONS
for Compliance With the
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282)**

A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the WMD or by the Federal Contractor Registry (CCR). CCR is a government wide registration system for organizations that do business with the Federal Government. CCR stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.ccr.gov. WMD encourages CCR registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below:

Officer 1 Name	
Officer 1 Total Compensation amount	
Officer 2 Name	
Officer 2 Total Compensation amount	
Officer 3 Name	
Officer 3 Total Compensation amount	
Officer 4 Name	
Officer 4 Total Compensation amount	
Officer 5 Name	
Officer 5 Total Compensation amount	

If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization:

1-12-2011 Final



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution - Rejecting Bid from Garcia-Tucker Associates, LLC for the Stanich Lane/Judson Street Pedestrian Improvement Project (CSP-1002).

Proposed Council Action: Adopt the Resolution rejecting a single bid from Garcia-Tucker Associates, LLC received by the City for the Stanich Lane/Judson Street Pedestrian Improvement Project (CSP-1002).

Dept. Origin: Public Works/Engineering

Prepared by: Steve Misiurak
City Engineer

For Agenda of: September 26, 2011

Exhibits: Resolution

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty: [Signature] 9/21/11

Approved by Finance Director:

Approved by Department Head: [Signature] 9/20/11

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

INFORMATION / BACKGROUND

On September 21, 2011, the City opened bids for the Stanich Lane/Judson Street Pedestrian Improvement Project. The bid received from Garcia-Tucker Associates, LLC was reviewed and determined to be non-responsive due to several irregularities, including conflicting and incomplete information on the Bid Proposal. RCW 35.23.352 authorizes the City to reject such a bid by resolution.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Adopt the Resolution rejecting a single bid from Garcia-Tucker Associates, LLC received by the City for the Stanich Lane/Judson Street Pedestrian Improvement Project (CSP-1002).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REJECTING BID FROM GARCIA-TUCKER ASSOCIATES, LLC RECEIVED BY THE CITY ON THE STANICH LANE/JUDSON STREET PEDESTRIAN IMPROVEMENT PROJECT, CSP-1002.

WHEREAS, the City of Gig Harbor recently opened bids on the project commonly known as the Stanich Lane/Judson Street Pedestrian Improvement Project (CSP-1002); and

WHEREAS, due to irregularities in the bid received from Garcia-Tucker Associates, LLC, including conflicting and incomplete information on the Bid Proposal, the City desires to exercise its right to reject the bid in accordance with the City's reservation of right to reject any or all bids as set forth in its Invitation to Bidders and as authorized under RCW 35.23.352; Now, therefore,

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

Section 1. Rejection of Bid. The bid received by the City of Gig Harbor from Garcia-Tucker Associates, LLC on the Stanich Lane/Judson Street Pedestrian Improvement Project (CSP-1002) is hereby rejected, and the bid deposit shall be returned to the bidder.

RESOLVED this _____ day of _____, 2011.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. _____



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

Subject: Stanich Lane/Judson Street
Pedestrian Improvement Project –
Construction Contract Award

Dept. Origin: Public Works/Engineering

Proposed Council Action:

A. Award and authorize the Mayor to execute a Public Works Contract with Henderson Partners, LLC in an amount not exceed \$135,514.00 for the award of Bid Schedules A, B, and C of the Stanich Lane/Judson Street Pedestrian Improvement Project and authorize the City Engineer to approve additional expenditures up to \$10,000 to cover any cost increases that may result from contract change orders.

Prepared by: Marcos McGraw *MEM*
Project Engineer

For Agenda of: September 26, 2011

Exhibits: Public Works Contract,
Consultant Services Contract

Initial &
Date

B. Authorize the Mayor to execute a consultant services contract with Construction Testing Laboratories, Inc., for materials testing services in an amount not to exceed \$2,717.

Concurred by Mayor:

Approved by City Administrator: *RJK*

Approved as to form by City Atty: *approv via email 9/22/11*

Approved by Finance Director: *CR 9/11*

Approved by Department Head: *Stm 9/22/11*

Expenditure Required	\$ 149,731	Amount Budgeted	\$ 150,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In 2009 the City of Gig Harbor identified the need for a proposed sidewalk and related improvements along Stanich Lane and Judson Street. These improvements were proposed for two reasons: (1) to connect the Peninsula Shopping Center to the downtown corridor with a safe and defined pedestrian corridor; and (2) to relocate the U.S. Post Office mailbox within the Peninsula Shopping Center so as to reduce traffic impacts to Stanich Lane. City Council subsequently budgeted funding for this sidewalk connection in the 2010 Budget and carried the funding forward to the 2011 Budget.

Due to possible lower than anticipated construction prices, staff prepared the contract documents to include one base bid schedule (Sch A) and two additive bid schedules (Sch B – Uddenberg Lane Spare Lighting Conduit and Sch C – Rain Garden Cedar Fence).

Finally, the City requested a scope and fee from Construction Testing Laboratories, Inc., for materials testing services for this project. The fee for this service is included in the "Fiscal Consideration" section.

BID RESULTS

The Stanich Lane/Judson Street Pedestrian Improvement Project was bid using the City's Small Works Roster bidding process. The Engineer's Opinion of Probable Cost for Schedules A, B, and C was \$140,000. A total of two (2) complete bid proposals were received by the City of Gig Harbor on September 21, 2011. Bid results from each bidder are summarized below showing a total bid

amount for Bid Schedules A, B, and C.

BIDDER	TOTAL BID AMOUNT
1. Henderson Partners, LLC	\$135,514.00
2. Green Earthworks Construction, Inc.	\$164,728.46

FISCAL CONSIDERATION

The 2011 City of Gig Harbor Budget includes funding for this work as Objective #1 in the Street Division - Capital budget. The budget summary for this item is provided in the table below:

2011 Budget for Streets Division - Capital, Objective No. 1	\$ 150,000.00
Anticipated 2011 Expenses:	
Schedule A – Base Bid	(\$ 113,098.00)
Schedule B – Uddenberg Lane Spare Lighting Conduit (Additive Bid)	(\$ 21,216.00)
Schedule C – Rain Garden Cedar Fence (Additive Bid)	(\$ 1,200.00)
Change Order Authority for Public Works Contract	(\$ 10,000.00)
Materials Testing Contract (CTL, Inc.)	(\$ 2,717.00)
Rain Garden Plantings (Stream Team, estimated)	(\$ 1,500.00)
Remaining 2011 Budget =	\$ 269.00

Design and engineering costs are not shown in the above table as this effort was completed by City Engineering staff members.

BOARD OR COMMITTEE RECOMMENDATION

This project was presented to the Operations and Public Project Committee at their January 2009 meeting.

RECOMMENDATION/MOTION

A. Award and authorize the Mayor to execute a Public Works Contract with Henderson Partners, LLC in an amount not exceed \$135,514.00 for the award of Bid Schedules A, B, and C of the Stanich Lane/Judson Street Pedestrian Improvement Project and authorize the City Engineer to approve additional expenditures up to \$10,000 to cover any cost increases that may result from contract change orders.

B. Authorize the Mayor to execute a consultant services contract with Construction Testing Laboratories, Inc., for materials testing services in an amount not to exceed \$2,717.

STANICH LANE/JUDSON STREET PEDESTRIAN IMPROVEMENT PROJECT
CSP-1002

THIS AGREEMENT, made and entered into, this ____ day of _____, 201_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Henderson Partners, LLC, organized under the laws of the State of Washington, located and doing business at, 11302 Burnham Drive NW, Gig Harbor, WA 98332 hereinafter called the "Contractor."

WITNESSETH:

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of pedestrian improvements along Judson Street and Stanich Lane in the City of Gig Harbor, by roadway excavation, surfacing and paving, constructing cement concrete curb and gutter, cement concrete sidewalk, cement concrete driveways, installation of electrical conduit, rain garden construction and other work, including the work provided in additive bid schedules B and C, all in accordance with the attached Contract Documents called "Stanich Lane/Judson Street Pedestrian Improvement Project, CSP-1002", the City of Gig Harbor Public Works Standards (most current version), these Special Provisions, and the Standard Specifications (most current version and as amended) which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of One Hundred Thirty Five Thousand Five Hundred Fourteen Dollars and No Cents (\$135,514.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be issued by the Contracting Agency and the Contractor agrees to commence work in accordance with Section 1-08.4 of the Special Provisions. Contract time shall begin on the first "working day" following the date of the Notice to Proceed unless otherwise noted in the Notice to Proceed. Work shall be completed within the time established in accordance with Section 1-08.5 of the Special Provisions.
2. The Contractor agrees to pay the City calculated liquidated damages for failure to complete the physical work of the Contract on time for each and every working day in which work remains uncompleted as liquated damages in accordance with the Standard Specification 1-08.9 and as revised and supplemented by the Special Provisions.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2010 Standard Specifications for Road, Bridge, and Municipal

Construction," including the American Public Works Association (APWA) General Special Provisions.

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

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

CITY of GIG HARBOR:

CONTRACTOR:

Charles L. Hunter, Mayor
City of Gig Harbor
Date:

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CONSTRUCTION TESTING LABORATORIES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Construction Testing Laboratories, Inc., a Corporation organized under the laws of the State of Washington located and doing business at 400 Valley Avenue NE, Suite 102, Puyallup, WA 98372 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Stanich Lane/Judson Street Pedestrian Improvement Project, CSP-1002 and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated September 9, 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Fee**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Thousand Seven Hundred Seventeen Dollars and No Cents (\$2,717.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A – Scope of Work and Fee**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work and Fee**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 30, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

CONSULTANT:
Construction Testing Laboratories, Inc.
ATTN: Dennis Smith, Operations Manager
400 Valley Avenue NE, Suite 102
Puyallup, WA 98372
(253) 383-8778

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



September 9, 2011

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

Attn: George Flanigan

REF: Stanich Lane/Judson Street Pedestrian Improvement Project CSP-1002
 Special Inspection & Testing Services

Dear Mr. Flanigan,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

CERTIFICATIONS:

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA <http://www.a2la.org/scopepdf/1710-01.pdf>, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

CONCRETE/REINFORCING STEEL/ MASONRY	
• Inspection, sampling & cylinder pick-up.....	\$ 49.00/hr
COMPRESSIVE STRENGTH TESTS:	
• Concrete, mortar and grout.....	\$ 19.00/ea
• Masonry Composite Prism.....	\$ 75.00/ea
• Flexural Strength Concrete Beam (C-293).....	\$ 65.00/ea
SOILS:	
• Soil Technician (Inspector).....	\$ 52.00/hr
• In-Place Density Tests.....	NO CHARGE
• Maximum Density-Optimum Moisture Determination Analysis.....	\$ 175.00/ea
• Sieve Analysis (Coarse & Fine Washed / C-117, C-136).....	\$ 150.00/ea
• Sand Equivalent (D-2419).....	\$ 85.00/ea
ASPHALTIC CONCRETE:	
• Asphalt Technician (Inspector).....	\$ 52.00/hr
• In-Place Density Tests (Nuclear).....	NO CHARGE
• Extraction-Gradation Tests (C-117).....	\$ 225.00/ea
• Maximum Theoretical Density (Rice).....	\$ 110.00/ea
MILEAGE:	
• Mileage.....	NO CHARGE



Construction Testing Laboratories

253-383-8778
fax 253-770-8232
www.ctlwa.com

September 9, 2011

REF: Stanich Lane/Judson Street Pedestrian Improvement Project CSP-1002
Special Inspection & Testing Services

ESTIMATED TOTAL COST:		
TYPE OF INSPECTION & TESTING	ESTIMATED COST	
Reinforced Concrete		
Approximately 15 hours testing and inspection	\$	735.00
Approximately 20 each concrete test cylinders	\$	380.00
ESTIMATED CONCRETE COSTS:	\$	1,115.00
Soils		
Approximately 12 hours compaction testing and inspection	\$	624.00
Approximately 1 each proctor curve	\$	175.00
ESTIMATED SOILS COSTS:	\$	799.00
HMA		
Approximately 9 hours compaction testing and inspection	\$	468.00
Approximately 1 each extraction/gradation	\$	225.00
Approximately 1 each rice value	\$	110.00
ESTIMATED HMA COSTS:	\$	803.00
ESTIMATED TOTAL COST:	\$	2,717.00

Our estimated total cost to provide our services is \$2,717.00. The actual cost will vary as our costs are directly dependent upon the contractor's schedule and performance.

ADMINISTRATIVE:

All project management, clerical, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

BASIS OF CHARGES:

Three-hour minimum for inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.) Monday through Friday will be charge at 1.5 times the standards rate. Double time for Sundays and Holidays. Four-hour minimum for Weekends and Holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Prices are subject to change without notice. Twenty-four (24) hours notice is required to schedule technician(s). Rush Laboratory Testing will be billed at 1½ times the applicable standard rate.

Our highly trained staff would be delighted to assist you in the successful completion of this project.

If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,

Construction Testing Laboratories, Inc. (CTL)

Dennis Smith

Operations Manager

e-mail: denniss@ctlwa.com

cell # 253-732-7575

DMS / kcal



RECEIVED

AUG 12 2011

CITY OF GIG HARBOR

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Ave SE • Bellevue, WA 98008-5452 • 425-649-7000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

August 11, 2011

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

Re: Outstanding Wastewater Treatment Plant Award for the Gig Harbor Wastewater Treatment Plant under National Pollutant Discharge Elimination System (NPDES) Permit #WA0023957

Dear Mayor Hunter:

The Department of Ecology's Northwest Regional Office recognizes the City of Gig Harbor for the outstanding performance of its wastewater treatment plant throughout 2010. Ecology sets a high bar to qualify for this award. The Gig Harbor Wastewater Treatment Plant team met the exacting terms of their NPDES permit and had perfect compliance, not only in 2010, but for five consecutive years! We recognized that this high level of performance is achieved by performing thorough and consistent monitoring and analytical tasks, meeting numerical effluent and design limits, completing and submitting data and reporting requirements on schedule, and properly operating and maintaining equipment at the treatment plant.

Receiving this award is a remarkable achievement and testament to the capabilities and dedication of treatment plant staff at the City of Gig Harbor. They are continuously on the front lines of water quality protection, and the people of the Northwest owe them a debt of gratitude for safeguarding Gig Harbor - Puget Sound, a great natural and recreational resource. We appreciate the efforts your community has taken to ensure that wastewater is properly treated, and we look forward to continuing to work with you in protecting Washington State's precious water resources in the years to come.

Please present the enclosed plaque to the operating staff of the treatment plant.

Thank you, and congratulations.

Sincerely,

A handwritten signature in blue ink that reads "Kevin C. Fitzpatrick".

Kevin C. Fitzpatrick
Water Quality Section Manager





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

Subject: Cushman Trail Phase 3 – Local Agency Guidelines (LAG) Funding Agreement

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, P.E.
Senior Engineer *EA 9.21.11*

Proposed Council Action: Review and Approve the Local Agency Guidelines (LAG) Funding Agreement to use Federal Highway Administration (FHWA) funds for the Cushman Trail Phase 3 project and authorize staff to pursue a scope change with FHWA.

For Agenda of: September 26, 2011

Exhibits: LAG Funding Agreement

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *RJK*

Approved as to form by City Atty: *OK via email 9.21.11*

Approved by Finance Director: *DP 9/20/11*

Approved by Department Head: *Jan 9/20/11*

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

This year, the City applied for a total of \$2,050,000 in grant funding from the WA State Recreation and Conservation Office (RCO) and the Federal Highway Administration (FHWA) Transportation, Community and System Preservation (TCSP) Program to complete the final mile of the Cushman Non-Motorized Trail between 96th Street and Borgen Boulevard. On August 24, 2011, the City received an award from the FHWA TCSP program in the amount of \$652,200. The RCO funding request was not granted.

In order to preserve the FHWA TCSP grant funding offer, which expired on Sept 20, 2011, the Mayor signed the enclosed LAG Funding Agreement. Council acceptance of the grant offer is required in order to finalize this process and secure the \$652,200 of grant funding. Council denial of this request would terminate the grant funding offer.

Given the shortfall in grant funding, the proposed project, estimated at a total cost of \$2.42 million, will need to either be reduced in scope or an alternative source of funding found. With input from WSDOT Local Programs, staff has outlined three options for this project:

- *1. **Review and approve the funding agreement and move forward with the project pursuing a reduced scope of work.** This option requires authorization from the funding agency, FHWA, and council action to authorize staff to pursue a revision of the project scope with FHWA. If the scope change is authorized by FHWA, **future funding of approximately \$648,000** will be needed to fully fund the reduced scope project.
- 2. **Review and approve the funding agreement and move forward with the project under the original scope of work.** This option requires authorization from council to direct staff to pursue additional funding opportunities. Under this alternative, **future funding of approximately \$1.77 million** will be needed to fully fund the original project.

3. Do not approve the funding agreement and terminate the grant acceptance.

FISCAL CONSIDERATION

The current LAG Funding Agreement obligates only the design and environmental permitting funds for the project, estimated to be \$100,000. This amount would need to be allocated in the budget in order to proceed with design and environmental permitting and would be reimbursed with the TCSP grant funds after the City has incurred the project design costs.

A summary of the original plan and the options under consideration is below:

Funding Source	Original Funding Plan	Funding Plan Options	
		Project Limits	
		96th to Borgen (original scope)	96th to Burnham (revised scope)
1 TCSP FHWA - grant	\$ 950,000.00	\$ 652,200.00	\$ 652,200.00
2 RCO Enhancement - grant	\$1,100,000.00	\$ 0.00	\$ 0.00
Subtotal Grants	\$2,050,000.00	\$ 652,200.00	\$ 652,200.00
3 Other Funds – estimated amount to fully fund project	\$ 370,000.00	\$ 1,767,800.00	\$ 647,800.00
Estimated Total Project Cost	\$2,420,000.00	\$ 2,420,000.00	\$ 1,300,000.00

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

- * Staff recommends that council approve the funding agreement as provided and authorize staff to pursue a revision of the project limits with FHWA.

Agency Gig Harbor
 Address 3510 Grandview Street
Gig Harbor, WA 98355

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
 Project No. _____
 Agreement No. _____
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Cushman Trail Phase 3 Length 1.0 mile
 Termini 96th Street to Borgen Boulevard

Description of Work

The proposed project consists of constructing an approximately one-mile section of a pervious pavement, non-motorized trail. The southerly portion of Phase 3 begins at 96th Street and will traverse existing wetlands over an eco-friendly pin-pile bridge designed to minimize side disturbance, reduce erosion, protect native vegetation and preserve natural surface water drainage. The northerly portion of Phase 3 approximately follows the existing TPU maintenance road and connects to a trailhead with public parking and restrooms located at Borgen Boulevard.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u>100</u> % a. Agency			
b. Other Consultant	95,000.00		95,000.00
c. Other			
Federal Aid Participation Ratio for PE d. State	5,000.00		5,000.00
e. Total PE Cost Estimate (a+b+c+d)	100,000.00		100,000.00
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
n. Other			
_____ % o. Agency			
Federal Aid Participation Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	100,000.00		100,000.00

Agency Official
 By Charles J. Astor
 Title Mayor

Washington State Department of Transportation
 By _____
 Director of Highways and Local Programs
 Date Executed _____

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

- 1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, and Office of Management and Budget circulars A-102, A-87 and A-133. The State shall not be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in the federal Office of Management & Budget (OMB) circular A-87, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

I. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

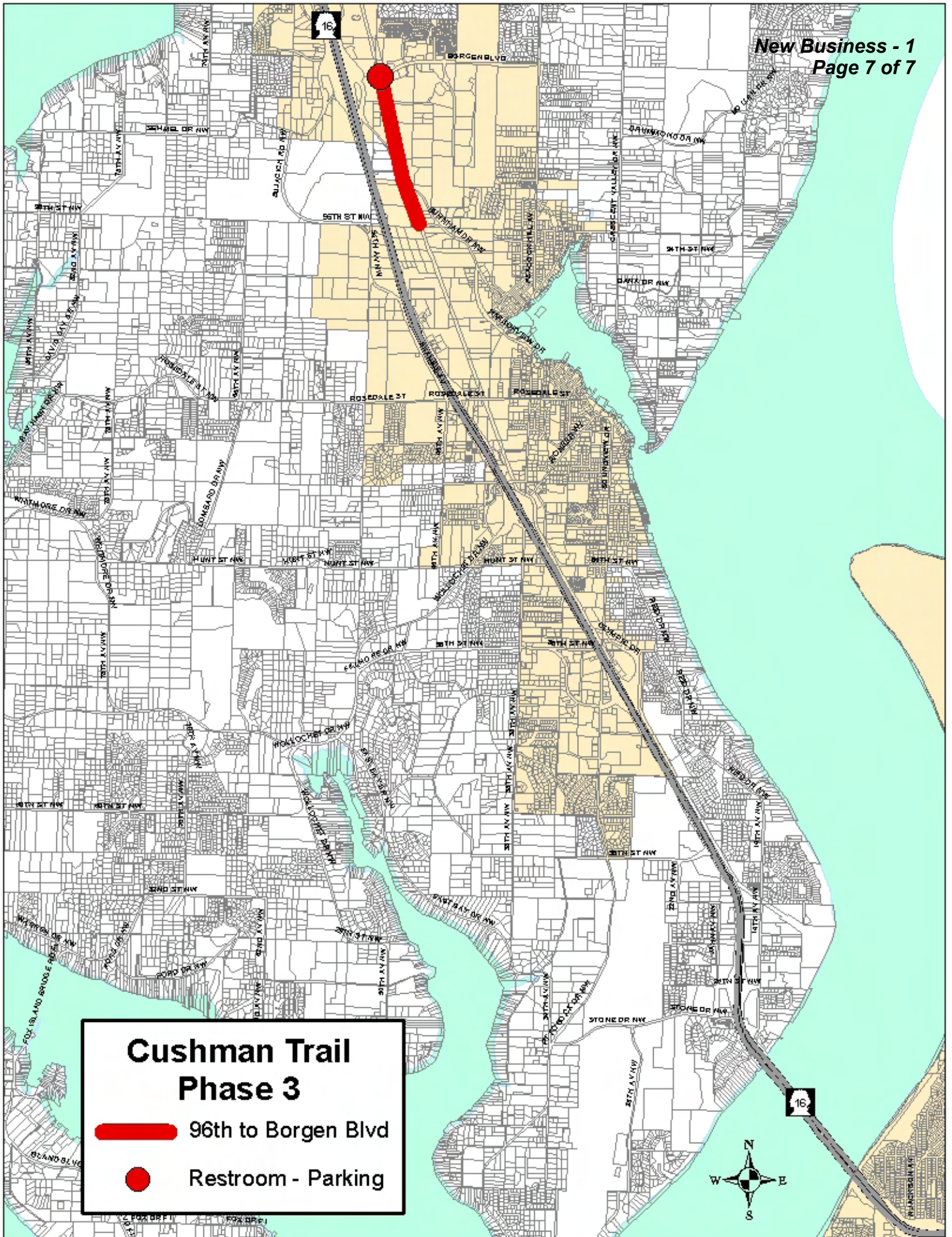
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



Cushman Trail Phase 3

-  96th to Borgen Blvd
-  Restroom - Parking





Subject: Public Hearing – Retail Building Size in the C-1 Zoning District.

Proposed Council Action: Hold public hearing and either:

1. Pass resolution denying amendment consistent with the Planning Commission recommendation; or
2. Direct staff to update the draft ordinance to include findings of fact in support of the amendment based on public testimony and Council comments and direct staff to bring back the ordinance for first reading at your next meeting.

Dept. Origin: Planning

Prepared by: Jennifer Kester, Senior Planner

For Agenda of: September 26, 2011

Exhibits: Resolution; Ordinance; Application Materials; Maps; Planning Commission recommendation, minutes and staff report; Public comments

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

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

Application:

Jim White of WWR Properties LLC, with Randy Boss acting as his agent, has requested a zoning code text amendment to increase the maximum retail building size (commercial structure gross floor area) in the C-1 zoning district outside of the view basin from 65,000 square feet to 100,000 square feet provided a conditional use permit is granted. The proposal is not specific to any tenant, but applies to all retailers anywhere in the C-1 zoning district outside the view basin.

Background:

The current retail building size limit of 65,000 square feet was put into effect by the City Council in 1996. In 2003, the City Council commissioned a building size analysis from Perteet Engineering for the majority of zoning districts in the city, including the C-1 district. In 2004, the Council reviewed the results of that analysis and chose not to increase the limitation for the C-1 zoning district consistent with the recommendation in that analysis.

In March 2009, Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted an application for a zoning code text amendment proposing a maximum 165,000 square feet retail building size in the C-1 zoning district outside of the view basin provided a conditional use permit is granted. The Council reviewed that request in April 2009 and chose not to send the application to the Planning Commission for review. In July 2010, the application was revised to lower the requested maximum retail building size to 100,000 square feet. At that

time, the Council placed the amendment on the Planning Commission work program **Page 2 of 164** expecting the amendment be reviewed in 2011.

Planning Commission Review:

The Planning Commission held work study sessions on the revised amendment on June 2nd, June 16th, and August 18th, 2011. An open house and public hearing were held on July 21st, 2011. On August 18th, 2011, the Planning Commission recommended denial of the amendment on a vote of 3 against, 2 for, and 1 abstention, with the chair in support of the majority against. A copy of the Planning Commission recommendation with findings of fact has been included in the packet.

Council Review:

Planning staff has prepared a resolution denying the amendment consistent with the Planning Commission's recommendation and findings. This resolution could be passed after the public hearing. Staff has also prepared a basic draft ordinance in case the Council would like to consider the amendment further. If after the public hearing the City Council would like to have a first reading of an ordinance adopting the proposed amendment, the Council should direct staff to use public testimony and council comments to develop findings of fact in support of the amendment. Staff would then bring back this ordinance for first reading on October 10th.

APPLICABLE CODES AND POLICIES:

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. The general criteria for approval of a zoning text amendment are whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). The Planning Commission is required to hold a public hearing and make recommendation to the City Council on such amendments (GHMC 19.01.005).

A. Gig Harbor Comprehensive Plan:

The following are applicable policies from the Land Use Element of the Comprehensive Plan

Policy 2.2.3.d:

Commercial/Business Land Use Designation

Provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use (residential with commercial) may be permitted through a planned unit development process. Commercial-business activities consist of the following:

- 1) *Retail sales and services*
- 2) *Business and professional offices*
- 3) *Mini-warehousing*

Commercial areas which border residential designations or uses should use available natural features as boundaries.

- 1) *Natural features should serve as buffers, which may consist of standing timber, streams or drainage swales.*
- 2) *A minimum buffer width should be 30 feet.*
- 3) *The density and depth of the buffer should be proportional to the intensity of the use.*

Policy 3.9.3.f:

Westside Neighborhood Design Area

The Westside neighborhood design area is located south of Hunt Street and west of SR 16. The business area in the vicinity of the Olympic Drive/Point Fosdick Drive interchange serves as the primary service area for the city. This area has a vibrant mix of destination retail, medical offices, neighborhood businesses, grocery stores, multiple-family housing and retirement communities. The area experiences heavy traffic and pedestrian connections have been limited. Having developed over time, the architecture of the businesses is varied. Many of the businesses have developed with a significant number of existing trees being retained.

The Westside residential areas are characterized by suburban density subdivisions of contemporary homes built around large trees. Many homes in this area have territorial views.

B. Gig Harbor Municipal Code:

The intent of the **Commercial District (C-1)** is as follows:

A C-1 district is intended to provide for uses that, though not necessarily hazardous or offensive, are different from direct sales and services to customers or residential developments. These uses include light manufacturing, sales, storage, maintenance and processing. The regulations for a C-1 district are intended to allow the efficient use of the land while making the district attractive and compatible with a variety of uses within the district and in surrounding districts. (GHMC 17.40.010)

A “**commercial building**” is defined as:

17.04.245 Commercial building/structure.

“Commercial building/structure” refers to a type of structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site. Professional services (GHMC 17.04.680) and manufacturing (GHMC 17.04.436) are excluded from this definition.

FISCAL CONSIDERATION

None.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed interim ordinance on August 24, 2011 and no appeals were filed.

BOARD OR COMMITTEE RECOMMENDATION

On August 18th, 2011, the Planning Commission recommended denial of the amendment on a vote of 3 against, 2 for, and 1 abstention, with the chair in support of the majority against.

RECOMMENDATION / MOTION

Hold public hearing and either:

1. Pass resolution denying amendment consistent with the Planning Commission recommendation; or
2. Direct staff to update the draft ordinance to include findings of fact in support of the amendment based on public testimony and Council comments and direct staff to bring back the ordinance for first reading at your next meeting.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, DENYING THE PROPOSED TEXT AMENDMENT TO INCREASE THE MAXIMUM RETAIL BUILDING SIZE (COMMERCIAL STRUCTURE GROSS FLOOR AREA) IN THE C-1 ZONING DISTRICT OUTSIDE OF THE VIEW BASIN FROM 65,000 SQUARE FEET TO 100,000 SQUARE FEET PROVIDED A CONDITIONAL USE PERMIT IS GRANTED (PL-ZONE-09-0002).

WHEREAS, in March 2009, Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted an application for a zoning code text amendment to increase the maximum retail building size (commercial gross floor area) in the C-1 zoning district outside the view basin from 65,000 square feet to 165,000 square feet provided a conditional use permit is granted; and

WHEREAS, the City Council reviewed that request in April 2009 and chose not to send the application to the Planning Commission for review; and

WHEREAS, in July 2010, the application was revised to lower the requested maximum retail building size to 100,000 square feet; and

WHEREAS, the City Council forwarded the revised application to the Planning Commission for review and recommendation; and

WHEREAS, the revised text amendment was forwarded to the Washington State Department of Commerce on August 2, 2011, pursuant to RCW 36.70A.106, and was granted expedited review on August 24, 2011; and

WHEREAS, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for the revised text amendment on August 24, 2011; and

WHEREAS, the Planning Commission held work study sessions on the revised text amendment on June 2nd, June 16th, and August 18th, 2011; and

WHEREAS, the Planning Commission held an open house and public hearing on the revised text amendment on July 21st, 2011; and

WHEREAS, on August 18th, 2011, the Planning Commission recommended denial of the revised text amendment; and

WHEREAS, on _____, 2011, the Gig Harbor City Council held a public hearing on the revised text amendment;

Now, Therefore,

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

Section 1. Findings of Fact. The City Council hereby makes the following findings of facts on Application PL-ZONE-09-0002, Retail Building Size in the C-1 Zoning District:

1. The proposal is consistent with the Commercial/Business land use designation for which the C-1 zoning district is an implementing zone. The Commercial/Business land use designation (Comprehensive Plan Policy 2.2.3.d) supports retail sales and does not place limitations on retail building size.
2. The proposal is not consistent with the intent of the C-1 zoning district. While Sales level 1, level 2, level 3 and ancillary sales are permitted in the zone, the intent of the zone is to “provide for uses that ... are different from direct sales and services to customers...” This proposal would promote “direct sales” by opening the zone to sales tenants that currently are not compatible because of the 65,000 square foot size limit for commercial structures.
3. The proposal will not further public health, safety and general welfare in the following ways:
 - a. The majority of public comments were opposed to 100,000 square foot “big box” retailers in the C-1 zoning district in the Westside neighborhood.
 - b. Recent retail developments in the Westside neighborhood have been developed under the 65,000 square foot retail building size limitation and have attracted retail tenants that have been well received and appear to be popular with the community.
 - c. 100,000 square foot “big box” retailers are more appropriately located in the Gig Harbor North area compared to the Westside neighborhood where the retail building size limitation of 65,000 square feet has been in place since 1996.
 - d. The retail building size limitation for the C-1 zoning district was last reviewed in 2004. The record does not support a finding of a change in conditions since that review to justify the proposed amendment. Furthermore, no evidence has been provided which shows that the community is in need of 100,000 square foot retail buildings in the C-1 zoning district as compared to 65,000 square foot retail buildings.
 - e. An increase in the retail building size limitation in the C-1 zoning district could trigger a similar increase in the neighboring B-2 zoning district. The Planning Commission finds that it is preferable to change retail building size limitations after a comprehensive

review rather than in response to a specific request in a specific zone.

- f. A regional or national “big box” retailer which could locate in a 100,000 square foot retail building is typically less connected to a community and will be less likely to source goods from the community.

Section 2. **Decision.** After consideration of the public record for application PL-ZONE-09-0002, staff reports, the Planning Commission recommendation, the City’s Comprehensive Plan, criteria for approval found in Chapter 17.100 GHMC, applicable law, and public testimony, the City Council hereby denies the request to increase the maximum retail building size (commercial building gross floor area) in the C-1 zoning district outside of the view basin from 65,000 square feet to 100,000 square feet provided a conditional use permit is granted (PL-ZONE-09-0002).

RESOLVED by the City Council this _____ day of _____, 2011.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ZONING; INCREASING THE MAXIMUM RETAIL BUILDING SIZE (COMMERCIAL STRUCTURE GROSS FLOOR AREA) IN THE C-1 ZONING DISTRICT OUTSIDE OF THE VIEW BASIN FROM 65,000 SQUARE FEET TO 100,000 SQUARE FEET PROVIDED A CONDITIONAL USE PERMIT IS GRANTED (APPLICATION PL-ZONE-09-0002); AMENDING SECTION 17.40.055 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in March 2009, Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted an application for a zoning code text amendment to increase the maximum retail building size (commercial gross floor area) in the C-1 zoning district outside the view basin from 65,000 square feet to 165,000 square feet provided a conditional use permit is granted; and

WHEREAS, the City Council reviewed that request in April 2009 and chose not to send the application to the Planning Commission for review; and

WHEREAS, in July 2010, the application was revised to lower the requested maximum retail building size to 100,000 square feet; and

WHEREAS, the City Council forwarded the revised application to the Planning Commission for review and recommendation; and

WHEREAS, the revised text amendment was forwarded to the Washington State Department of Commerce on August 2, 2011, pursuant to RCW 36.70A.106, and was granted expedited review on August 24, 2011; and

WHEREAS, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for the revised text amendment on August 24, 2011; and

WHEREAS, the Planning Commission held work study sessions on the revised text amendment on June 2nd, June 16th, and August 18th, 2011; and

WHEREAS, the Planning Commission held an open house and public hearing on the revised text amendment on July 21st, 2011; and

WHEREAS, on August 18th, 2011, the Planning Commission recommended denial of the revised text amendment; and

WHEREAS, on _____, 2011, the Gig Harbor City Council held a public hearing on the revised text amendment; Now, therefore,

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

Section 1. Findings of Fact. The City Council hereby makes the following findings of facts on Application PL-ZONE-09-0002, Retail Building Size in the C-1 Zoning District:

To be inserted after public hearing at the direction of City Council

Section 2. Section 17.40.055 in the Commercial District (C-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.40.055 Maximum gross floor area.

The maximum gross floor area per commercial structure is 65,000 square feet, ~~except that in.~~ An applicant may increase this maximum gross floor area, not to exceed 100,000 square feet, provided a conditional use permit application is submitted and approved by the hearing examiner as required under Chapter 17.64 GHMC. In the C-1 district abutting Harborview Drive the maximum gross floor area per building is 35,000 square feet with a minimum separation of 20 feet between buildings.

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

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

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

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

RECEIVED
CITY OF GIG HARBOR
JUL 13 2010
COMMUNITY
DEVELOPMENT

**City of Gig Harbor Zoning Code
Text Amendment Application**

The use of this application is appropriate when a change in the specific text in the adopted City of Gig Harbor Zoning Code is desired.

Owner/ Applicant: WWR Properties, Inc.
Attn: James H. White
3803 Bridgeport Way West
University Place, Washington 98466
(253) 565-8661 (Phone)
(253) 564-1078 (Fax)

Agent/Contact: Mr. Randy Boss
Post Office Box 237
Gig Harbor, Washington 98335
(253) 858-5100 (Phone)
(253) 858-5103 (Fax)
(253) 279-8877 (Cell)

If applicable, name of general area/location/site which would be affected by this proposed change in text.

The proposed text amendment would allow the current 65,000 square foot maximum gross floor area for a commercial structure in the C-1 zoning district to be increased, not to exceed 100,000 square feet, provided the applicant satisfies all the mandates specified in Chapter 17.64 - Conditional Uses. This text amendment would apply to those properties contained within the new Olympic Towne Center north of Dairy Queen, between Point Fosdick and 32nd Street, and continuing north of 56th Street. The C-1 zoning continues north beyond 56th Street and this text amendment would bring the Inn at Gig Harbor (which is currently a non-conforming use) into conformance. The only other affected C-1 zoned property within the City Limits of Gig Harbor would be the Stroh's/Rental Mart property on the corner of Kimball Drive and Hunt Street.

This application is a modification of a previous Text Amendment Application filed with the City of Gig Harbor on March 18, 2009 which has neither been approved nor denied.

The applicant has previously paid an application fee of \$1,084.65 in accordance with the approved fee schedule on file with the City of Gig Harbor Department of Planning and Building Services. Acceptance of this application and/or payment of fees does not guarantee final approval.

Owner/Applicant Signature: Randy Boss Date: 7/13/10

**QUESTIONNAIRE
FOR TEXT AMENDMENT APPLICATION**

Please provide a detailed description and explanation of the proposed text amendment.

Gig Harbor Municipal Code Chapter 17.40 COMMERCIAL DISTRICT (C-1)

17.40.055 Maximum gross floor area.

The maximum gross floor area per commercial structure is 65,000 square feet. **An applicant may increase this maximum gross floor area, not to exceed 100,000 square feet, provided a conditional use permit application is submitted and approved by the hearing examiner as required under Chapter 17.64 GHMC.** ~~except that i~~(I)n the C-1 district abutting Harborview Drive the maximum gross floor area per building is 35,000 square feet. ~~with a~~ **A** minimum separation of 20 feet **shall be required** between **all** buildings **within the C-1 district.** (Ord. 995 S 7, 2005; Ord. 716 S 1, 1996).

This proposed text amendment would allow buildings and structures in the C-1 zoning areas to exceed the current maximum gross floor area by complying with all the restrictions and requirements necessary of a conditional use permit. This modification does not affect those C-1 areas abutting Harborview Drive.

Has there been a change in circumstances pertaining to the Zoning Code text or public policy?

C-1 is the most commercially intensive use category within the City of Gig Harbor allowing for such outright permitted business uses as gas stations, car washes, taverns, adult entertainment venues and industrial uses. The scarcity of this C-1 zoned land has made it some of the most expensive and valuable land within the City limits of Gig Harbor with one recent sale recorded at almost \$24.00 per square foot. The 65,000 square foot gross floor area restriction has placed an unwarranted burden on the ability of land owners to create economically viable projects which otherwise would create much needed products and services for the community as well as creating significant tax revenue for the City.

What do you anticipate will be the impacts caused by the change in text, including the geographic area affected by the issues presented?

The approval of this Text Amendment will have no impact on either a development or a geographic location within the City of Gig Harbor. This requested Text Amendment would simply allow the footprint of a single building to be increased from the current maximum of 65,000 square feet up to, but not exceeding, 100,000 square feet before a 20 foot break/buffer would be required between any adjacent buildings.

This change does not increase the overall density within a development in a C-1 zoned property but only allows for construction efficiencies dramatically reducing the per square foot cost of the building and thus the project allowing for the creation of more affordable retail lease rates (greater economic development) and a broader range of potential tenants. One building of one hundred thousand square feet will have the same impact on the community as two fifty thousand square foot buildings. Limiting the size of a single retailer's building is counterproductive to economic growth for the City of Gig Harbor.

How would the proposed text amendment comply with the community vision statements, goals, objectives, and policies of the Comprehensive Plan?

This text amendment would comply with the Vision Statement of the City by:

- Providing greater planning options
- Creating a more identifiable and defined commercial business district
- Creating additional municipal amenities
- Vertically consolidate commercial shopping with other destinations
- Creating an additional economic base within the City
- Emphasize additional business opportunities within the City

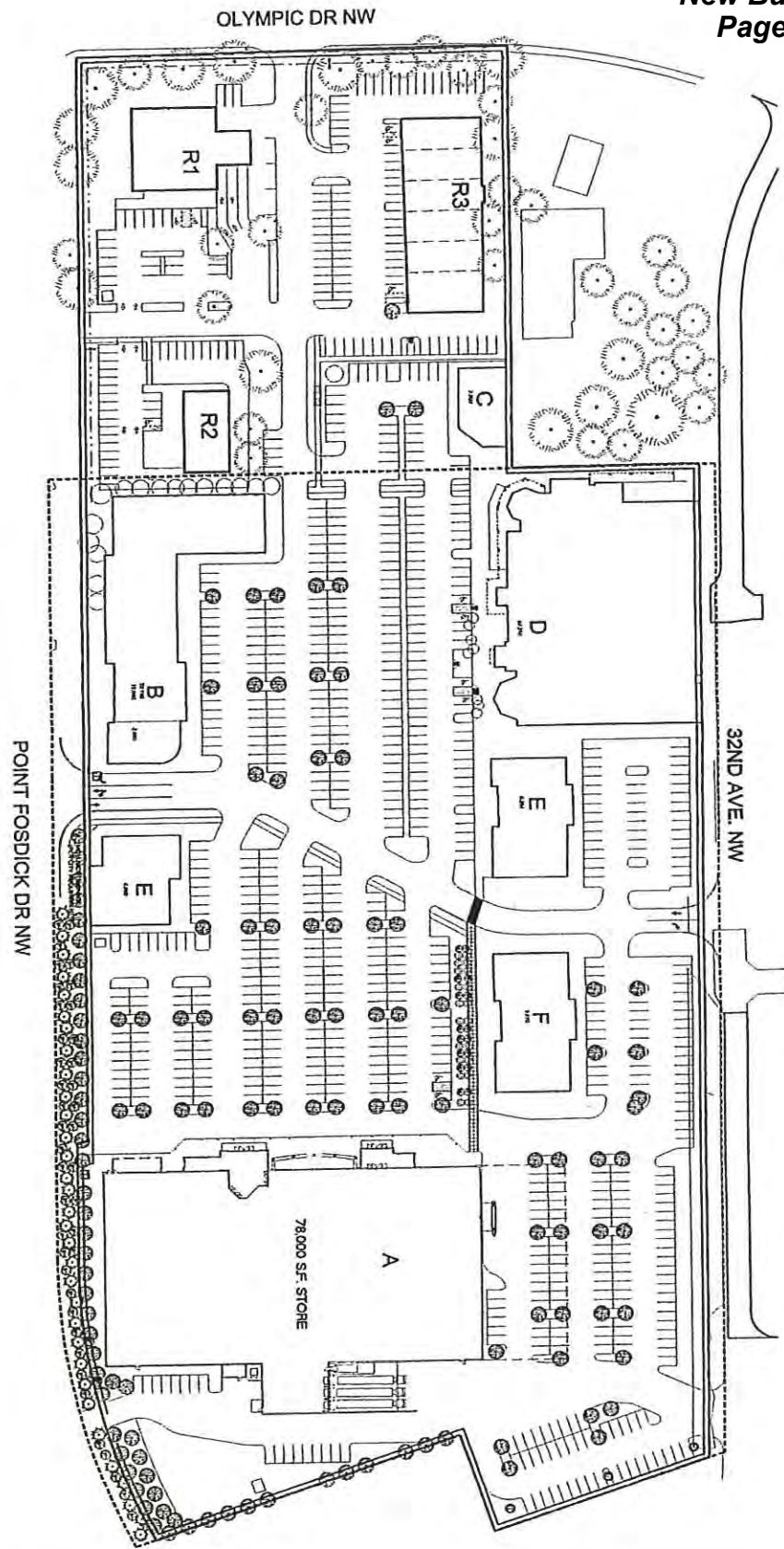
This text amendment would also serve to further the goals, objectives and policies of the Gig Harbor Comprehensive Plan by:

- Creating increased economic development opportunities.
- Allocate urban uses into suitable land within the City.
- Provide land use development flexibility
- Creates an active interface between the private and the public realms

Is there public support for this proposed text amendment (i.e. have you conducted community meetings, etc.)? Note: All applications will be subject to full public participation, notice, and environmental review.

There has been widespread publicity of this proposed development project within the community with most comments being positive toward the development of an affordable alternate shopping experience within the City limits of Gig Harbor.

END

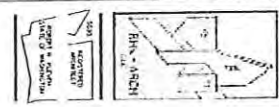


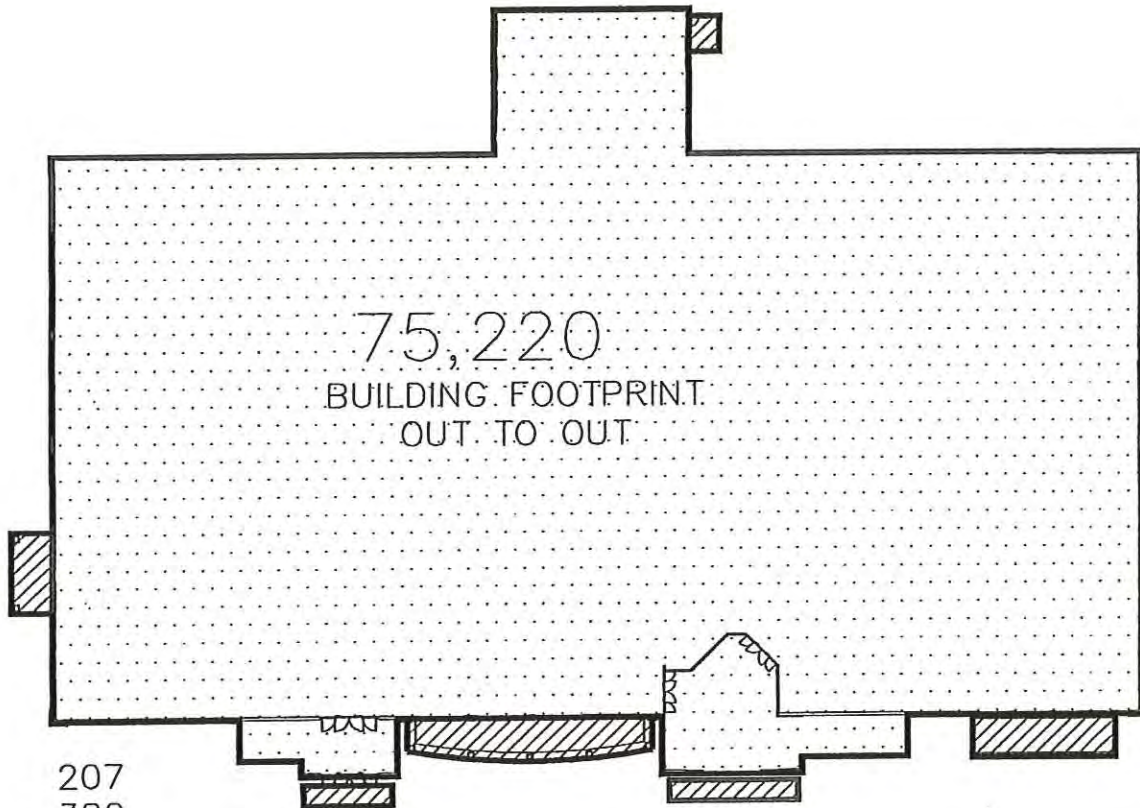
SK.1

SITE PLAN
Olympic Towne Center - WWR Properties University Place, WA

DATE: 12-14-10
DRAWN: [unclear]
CHECKED: [unclear]
APPROVED: [unclear]

RHK = ARCH LLC = ROBERT H. KLEVEN, A.I.A. = 3810 52ND STREET NE, TACOMA, WA 98423 = 353 873 4800
© COPYRIGHT 2011 ROBERT H. KLEVEN - ALL RIGHTS RESERVED. TITLE 17 R.H.C. AND THE ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1976, P.L. 94-453, TITLE 171 NOW PROVIDE POSITIVE INFRINGEMENT AND STATUTORY DAMAGES - STRICT LIABILITY



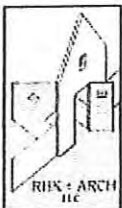


207
380
120
663
302
1,108
2,780

$$75,220 + 2,781 = 78,000$$

BUILDING FOOTPRINT
OUT TO OUT

CANOPY
SUMMARY



AREA TAKE OFFS

FRED MEYER

GIG HARBOR, WA

© RHK+ARCH LLC ROBERT H. KLEVEN, A.I.A.
3810 52ND STREET NE, TACOMA, WA 98422 (253) 973 4900

ISSUED: 05-27-2011

SK.1

RECEIVED
CITY OF GIG HARBOR
MAR 18 2009
COMMUNITY
DEVELOPMENT

**City of Gig Harbor Zoning Code
Text Amendment Application**

The use of this application is appropriate when a change in the specific text in the adopted City of Gig Harbor Zoning Code is desired.

Owner/ Applicant: WWR Properties, Inc.
Attn: James H. White
3803 Bridgeport Way West
University Place, Washington 98466
(253) 565-8661 (Phone)
(253) 564-1078 (Fax)

Agent/Contact: Mr. Randy Boss
Post Office Box 237
Gig Harbor, Washington 98335
(253) 858-5100 (Phone)
(253) 858-5103 (Fax)
(253) 279-8877 (Cell)

If applicable, name of general area/location/site which would be affected by this proposed change in text.

The proposed text amendment would allow the current 65,000 square foot maximum gross floor area for a commercial structure in the C-1 zoning district to be increased, not to exceed 165,000 square feet, provided the applicant satisfies all the mandates specified in Chapter 17.64 - Conditional Uses. This text amendment would apply to those properties contained within the new Olympic Towne Center north of Dairy Queen, between Point Fosdick and 32nd Street, and continuing north of 56th Street. The C-1 zoning continues north beyond 56th Street and this text amendment would bring the Inn at Gig Harbor (which is currently a non-conforming use) into conformance. The only other affected C-1 zoned property within the City Limits of Gig Harbor would be the Stroh's/Rental Mart property on the corner of Kimball Drive and Hunt Street.

The applicant agrees to pay an application fee of \$1,084.65 in accordance with the approved fee schedule on file with the City of Gig Harbor Department of Planning and Building Services. Acceptance of this application and/or payment of fees does not guarantee final approval.

Owner/Applicant Signature: _____

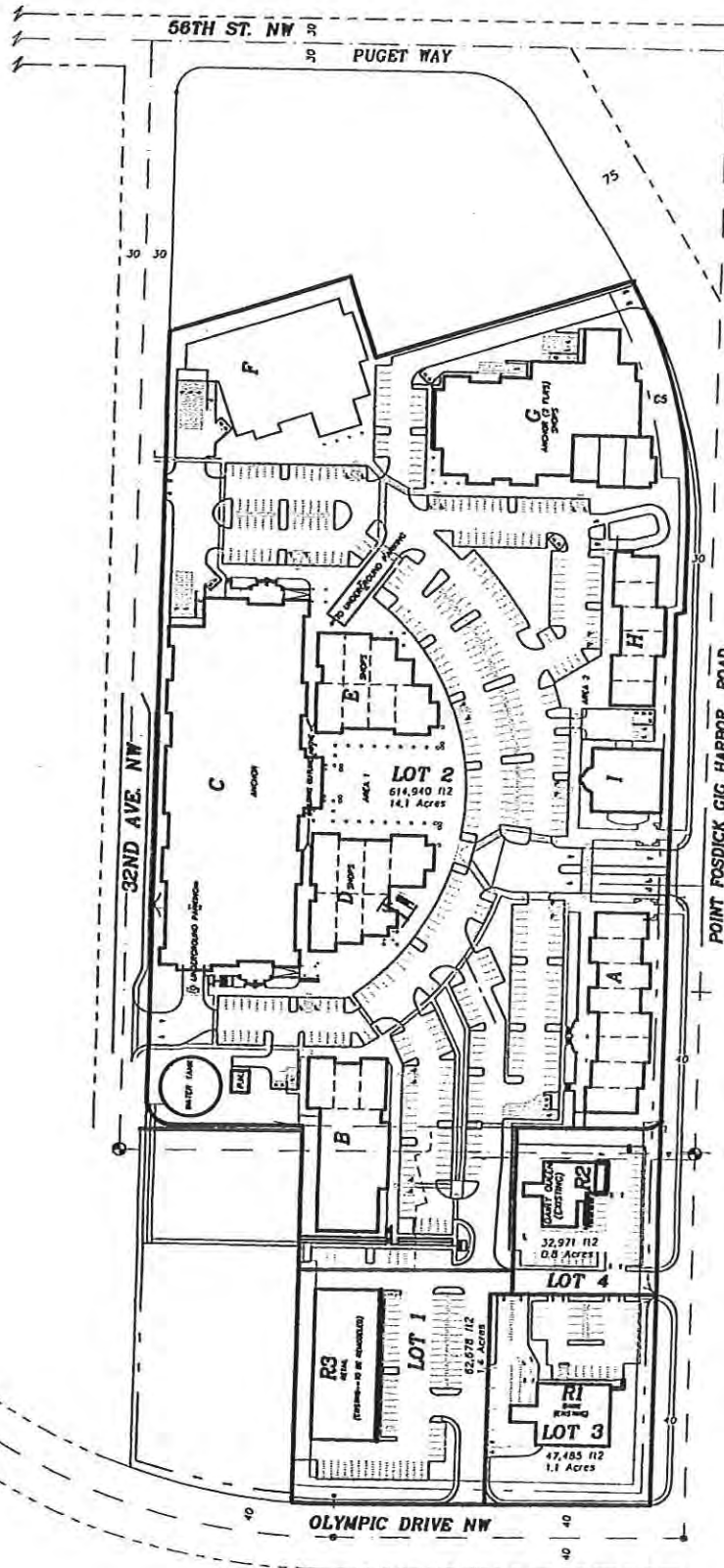


Date: 3-18-09

OLYMPIC TOWNE CENTER BINDING SITE PLAN

FOR HOGAN ENTERPRISES
 A PART OF THE NE/4 OF THE SW/4
 SECTION 17, TOWNSHIP 21N, RANGE 2 EAST, W.M.

New Business - 2
 Page 17 of 164



SCALE: 1"=100 FEET
 0 50 100 200

BUILDING STATISTICS NEW BUILDINGS

BUILDING NO.	USE	SQ. FT. AREA	TYPE
A	RETAIL SHOP	74,400	SPRINKLED
B	RETAIL SHOP	10,130	SPRINKLED
C	RETAIL ANCHOR	69,000	SPRINKLED
D	RETAIL SHOP	14,100	SPRINKLED
E	RETAIL SHOP	13,400	SPRINKLED
F	RETAIL ANCHOR (2 FLOORS)	34,000	SPRINKLED
G	RETAIL ANCHOR (2 FLOORS)	44,400	SPRINKLED
H	RETAIL SHOP	9,000	SPRINKLED
I	RESTAURANT	6,400	SPRINKLED
J	GARAGE	114,900	SPRINKLED
TOTAL		RETAIL ANCHOR	142,000
		RETAIL SHOP	72,430
		RESTAURANT	6,400
		TOTAL (LEASE SPACES)	220,830
		GARAGE	114,900
		TOTAL (BUILDINGS)	333,730

EXISTING BUILDINGS

BUILDING NO.	USE	SQ. FT. AREA	TYPE
R1	RETAIL	5,000	SPRINKLED
R2	RESTAURANT	3,300	SPRINKLED
R3	RETAIL SHOP	14,130	SPRINKLED
TOTAL	RETAIL ANCHOR	0	
TOTAL	RETAIL SHOP	19,130	

BASIS OF BEARINGS

RECORD OF SURVEY NO. 2896 RECORDED JUNE 22, 1979 IN BOOK 27 OF SURVEYS AT PAGE 98, RECORDS OF THE PERCE COUNTY AUDITOR.

SURVEY STANDARDS

THIS SURVEY CONFORMS TO THE MINIMUM SURVEY STANDARDS AS PER W.A.C. 352-130-090.

EQUIPMENT / PROCEDURE

10" TOPCON GTS3 GEODETIC TOTAL STATION WITH A CALIBRATED STEEL TAPE.
 FIELD TRAVERSE AND LOT STAKING.



Thornton Land Surveying

P.O. BOX 249

GIG HARBOR, WASHINGTON 98335

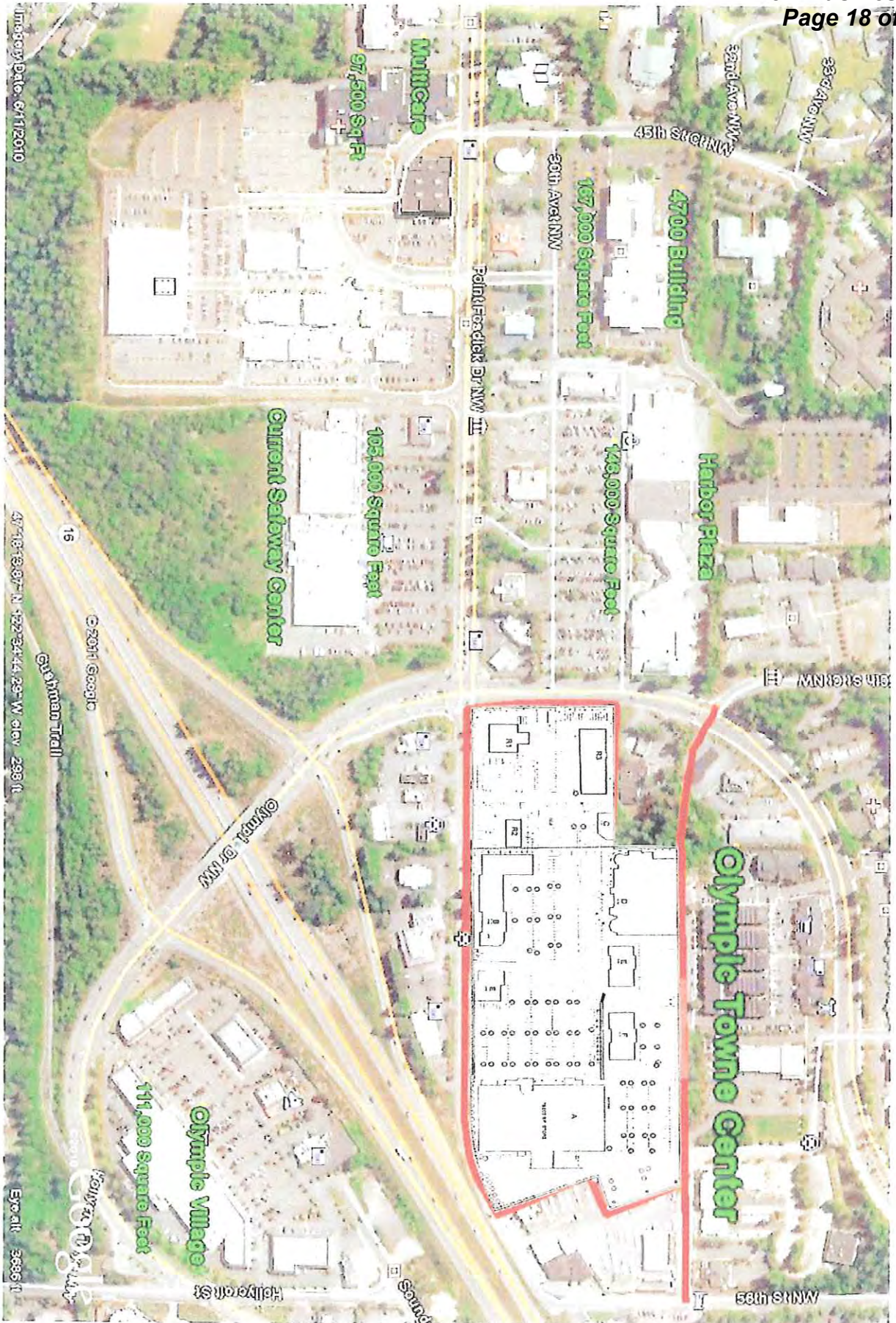
TELEPHONE (206) 858-8106 / FAX 858-7466

© COPYRIGHT 2007 THORNTON LAND SURVEYING

SHEET 3 OF 3 SHEETS

OLYMPIC TOWNE CENTER BINDING SITE PLAN
 FOR HOGAN ENTERPRISES
 A PART OF THE NE/4 OF THE SW/4
 SECTION 17, TOWNSHIP 21N, RANGE 2 EAST, W.M.

DRAWN	DATE	FIELD BOOK
DRW	15 OCT 2007	NA
CHECKED	SCALE	JOB NUMBER
GAP	1" = 100'	071007





CITY OF GIG HARBOR
SEWER CONCURRENCY MANAGEMENT PROGRAM
CAPACITY RESERVATION CERTIFICATE (CRC)

APPLICANT INFORMATION

APPLICANT (Developer or <u>Owner</u>) Please circle one		PROPERTY OWNER (if different than applicant)	
<u>WALTER N. HOGAN</u>			
FIRST NAME	LAST NAME	FIRST NAME	LAST NAME
<u>W.W.R. PROPERTIES</u>		COMPANY NAME	
<u>3803 BRIDGEPORT WAY</u>		MAILING ADDRESS	
<u>UNIVERSITY PLACE WA 98466</u>		CITY	STATE ZIP
<u>(253) 565-8661</u>	<u>(253) 564-1078</u>	<u>()</u>	<u>()</u>
PHONE	FAX	PHONE	FAX
EMAIL ADDRESS:		EMAIL ADDRESS:	

PROJECT INFORMATION

PROJECT NAME: OLYMPIC TOWNE CENTER **TAX PARCEL #:** 4555000130

PROJECT ADDRESS: 5502 POINT FOSDICK **TOTAL ACREAGE:** 17.37

PROPERTY LEGAL DESCRIPTION:
(A map showing road access points must be submitted and attached separately with this application.)
See ATTACHED

PROPERTY DESCRIPTION: (Check one)
Note: Applicants are responsible for accurate land designations. The issuance of a Sewer Capacity Reservation Certificate does not constitute land use or development approval.

SHORT PLAT COMM/INDUSTRIAL SINGLE FAMILY SUB-DIVISION MULTI-FAMILY (3+ units)

OF NEW DWELLING UNITS: 0 **COMMERCIAL BUILDING AREA:** (square feet) 243,500

PROPOSED SEWER USE: 150
SINGLE FAMILY (1 ERU = 231 gpd): 0 **COMMERCIAL/INDUSTRIAL/OTHER:** 70
(See Municipal Code 13.32.060-attached)

If Commercial/Industrial, has an interceptor checklist been completed: Yes No

EXISTING USE OF PROPERTY: RETAIL/COMMERCIAL

PROPOSED PROPERTY USE: (if applicable) RETAIL/COMMERCIAL

The applicant acknowledges that a Sewer Capacity Reservation Certificate (CRC) is not a guarantee that sewer capacity will be available to serve the proposed project at the time of development.

Ordinance 1044 establishes that concurrency for sewer shall be valid for the duration of the underlying development permit or as otherwise provided in GHMC 19.10.020, or as set forth in the outside City limits utility extension agreement.

Submit completed application to:
City of Gig Harbor
Community Development
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170 Fax: (253) 853-7597

Property Owner Signature _____ **Date** _____

I, the property owner, authorize my agent to receive all original correspondence (initial) _____

Authorized Agent Name: _____

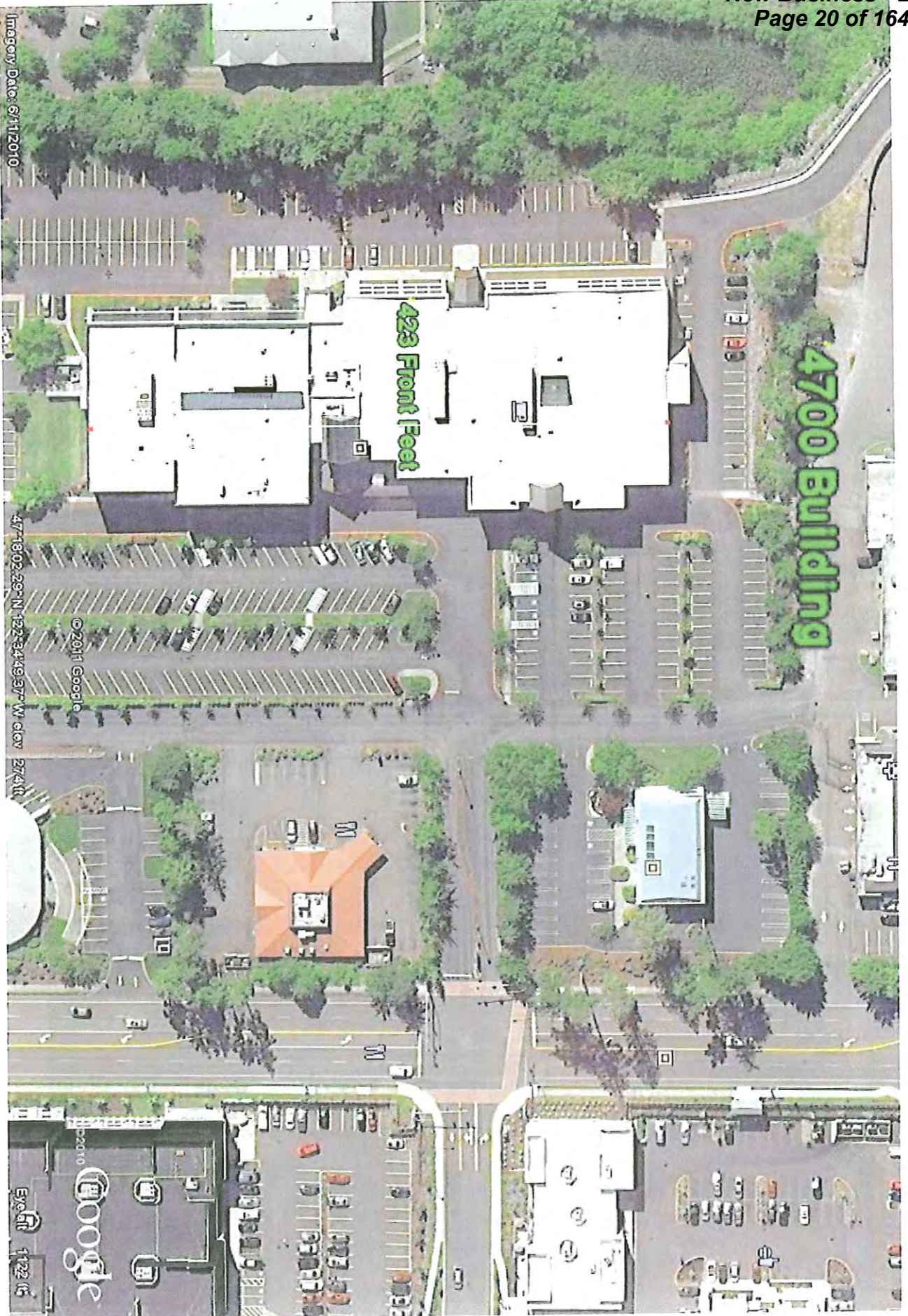
Please call (253) 851-6170, if you have any questions about the Sewer Concurrency Management Program.

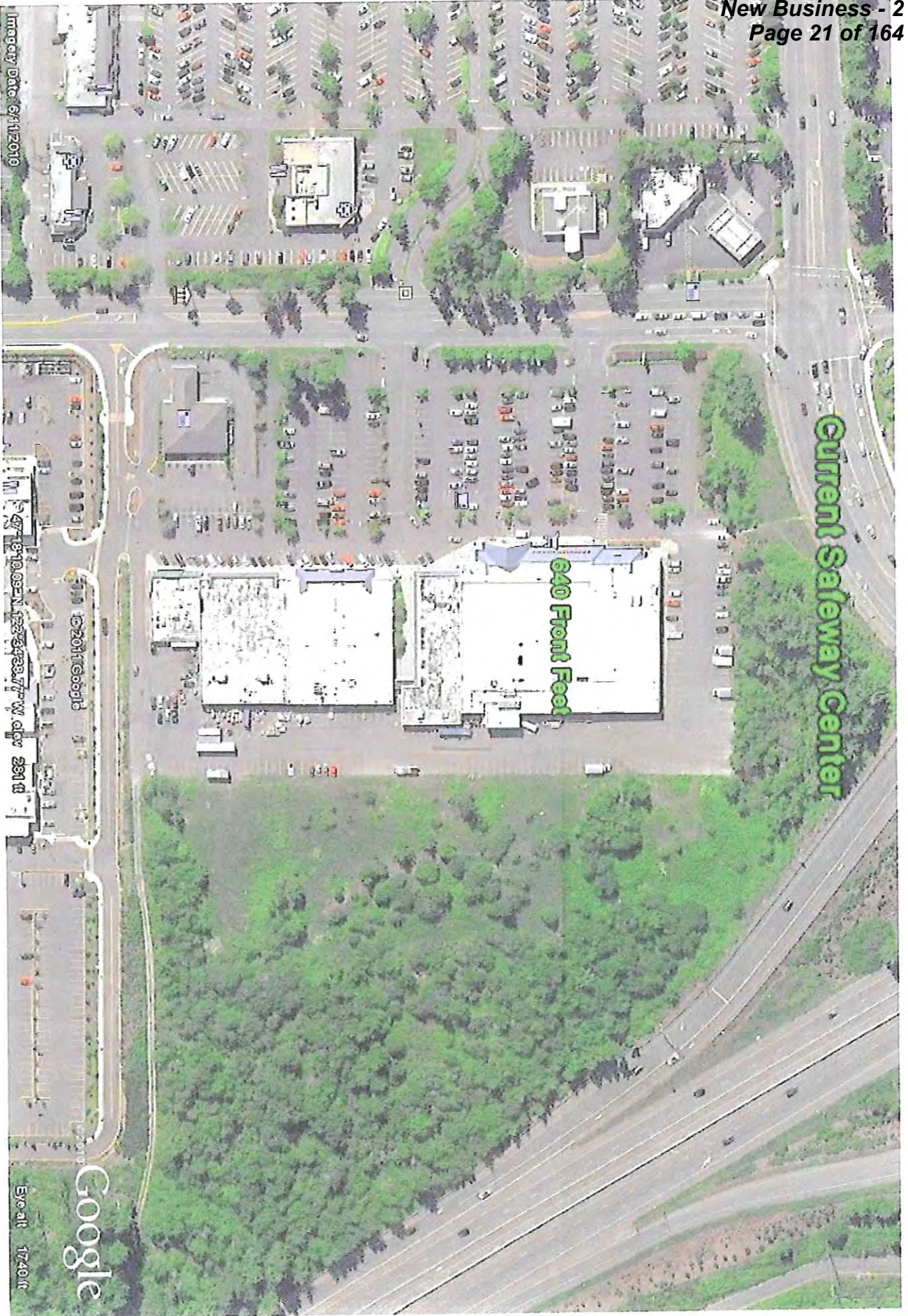
FOR CITY USE ONLY

Approval: _____
David Brereton, Director of Operations

Date Approved: _____

Approved Reservation Capacity: _____





Imagery Date: 6/11/2010

640 Front Feet

Current Safeway Center

Google

Eye alt 1740 ft



Imagery Date: 6/11/2010

47°19'27.91" N 122°34'35.19" W elev 311 ft

© 2011 Google

© 2010 Google

Eye all 1895 II

592 Front Feet

Olympic Village



Imagery Date: 6/11/2010

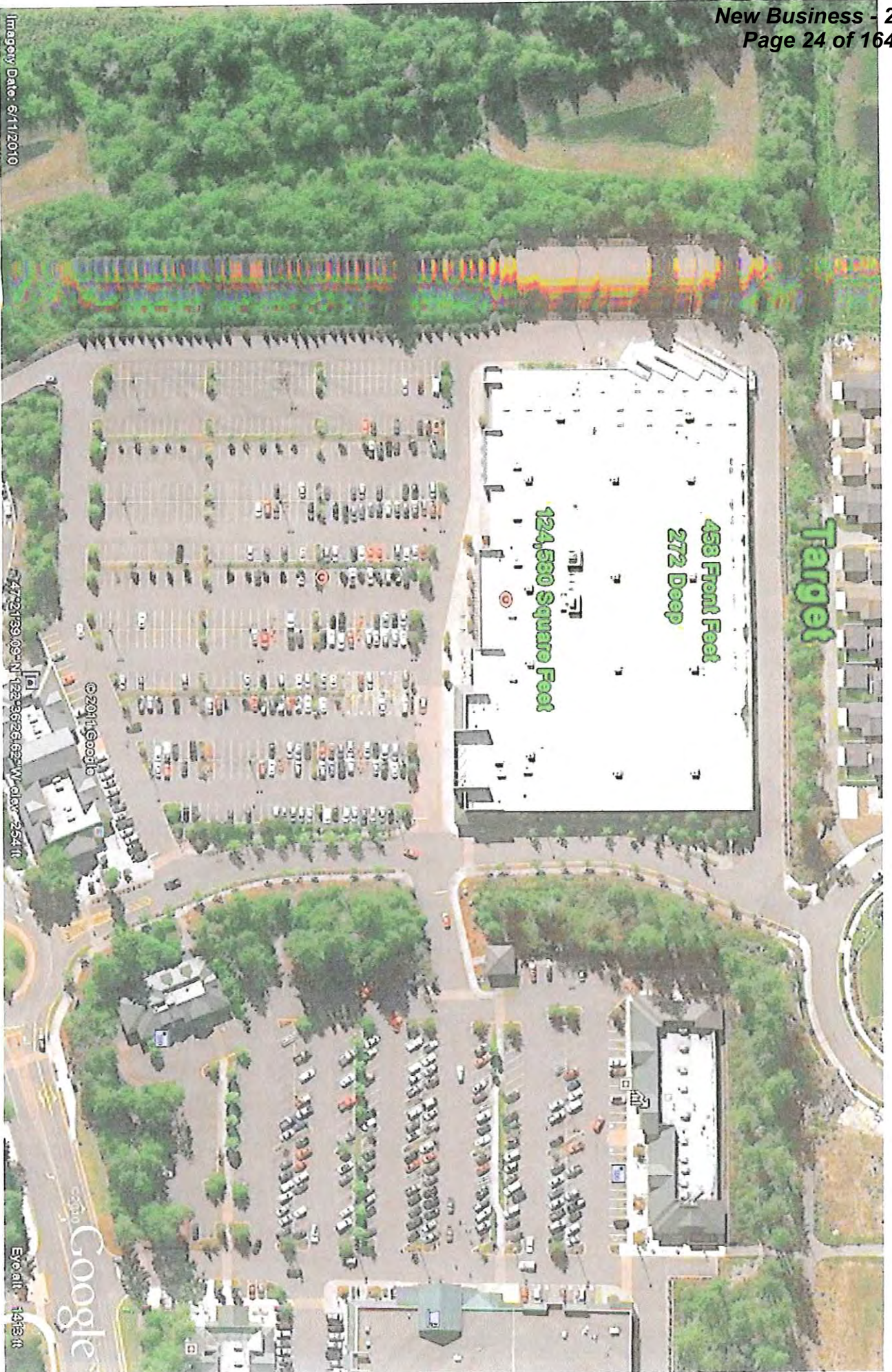
47°43'0.05" N 122°24'52.68" W clip 23911

377 Front Feet
150 Deep

833 Front Feet

OFC Center

Google
Imagery Date: 6/11/2010



Imagery Date: 6/1/2010

© 2011 Google
37°21'39.09"N 122°36'26.62"W - data:25411

Eye all 141318



Imagery Date: 6/11/2010

Home Depot

©2011 Google

47°21'27.11" N 122°36'20.90" W elev 250 ft

Costco

©2010 Google

Eye alt 1772 ft



C-1 Zoning Districts Affected by Proposal



**PL-ZONE-09-0002, C-1 Gross Floor Area Amendment
Increasing Commercial GFA to 100,000sf with CUP**



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION PL-ZONE-09-0002

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: PL-ZONE-09-0002 – Retail Building Size in the C-1 Zoning District

Application:

Jim White of WWR Properties LLC, with Randy Boss acting as his agent, requested a zoning code text amendment to increase the retail building size (commercial building gross floor area) in the C-1 zoning district outside of the view basin from 65,000 square feet to 100,000 square feet provided a conditional use permit is granted. The proposal was not specific to any tenant, but would apply to all retailers anywhere in the C-1 zoning district outside the view basin.

Planning Commission Review:

The Planning Commission held work study sessions on this amendment on June 2nd, June 16th, and August 18th, 2011. An open house and public hearing were held on July 21st, 2011.

On August 18th, 2011, the Planning Commission recommended **DENIAL** of the amendment on a vote of 3 against, 2 for, and 1 abstention, with the chair in support of the majority against.

The Planning Commission made this recommendation after reviewing the general criteria for approval found in the text of Chapter 17.100 of the Gig Harbor Municipal Code, Amendments, which can be categorized into three separate criteria as follows:

1. The text amendment should be consistent with the policies in the City's Comprehensive Plan.
2. The proposed development regulation change should be consistent with the intent of the zoning district for which it applies: the Commercial District (C-1). The following is the stated intent of the C-1 district:

17.40.010 Intent.

A C-1 district is intended to provide for uses that, though not necessarily hazardous or offensive, are different from direct sales and services to customers or residential developments. These uses include light manufacturing, sales,

storage, maintenance and processing. The regulations for a C-1 district are intended to allow the efficient use of the land while making the district attractive and compatible with a variety of uses within the district and in surrounding districts. (Ord. 573 § 2, 1990).

3. The proposed amendment should further public health, safety and general welfare. Some specific items considered when deliberating on this criteria were:
 - Public comment received (both oral and written).
 - Impacts to utilities, public services and transportation networks.
 - Bulk, scale and design of potential structures.
 - What conditions have changed since the development regulations were enacted or last reviewed that warrant the proposed amendment?

Findings of Fact:

The Planning Commission makes the following findings of fact in relation to their recommendation of denial:

1. The proposal is consistent with the Commercial/Business land use designation for which the C-1 zoning district is an implementing zone. The Commercial/Business land use designation (Comprehensive Plan Policy 2.2.3.d) supports retail sales and does not place limitations on retail building size.
2. The proposal is not consistent with the intent of the C-1 zoning district. While Sales level 1, level 2, level 3 and ancillary sales are permitted in the zone, the intent of the zone is to “provide for uses that ... are different from direct sales and services to customers...” This proposal would promote “direct sales” by opening the zone to sales tenants that currently are not compatible because of the 65,000 square foot size limit for commercial structures.
3. The proposal will not further public health, safety and general welfare in the following ways:
 - a. The majority of public comments were opposed to 100,000 square foot “big box” retailers in the C-1 zoning district in the Westside neighborhood.
 - b. Recent retail developments in the Westside neighborhood have been developed under the 65,000 square foot retail building size limitation and have attracted retail tenants that have been well received and appear to be popular with the community.
 - c. 100,000 square foot “big box” retailers are more appropriately located in the Gig Harbor North area compared to the Westside neighborhood where the retail building size limitation of 65,000 square feet has been in place since 1996.
 - d. The retail building size limitation for the C-1 zoning district was last reviewed in 2004. The record does not support a finding of a change in conditions since that review to justify the proposed amendment. Furthermore, no evidence has been provided which shows that the community is in need of 100,000 square foot retail buildings in the C-1 zoning district as compared to 65,000 square foot retail buildings.
 - e. An increase in the retail building size limitation in the C-1 zoning district could trigger a similar increase in the neighboring B-2 zoning district. The Planning Commission finds that it is preferable to change retail building size limitations

after a comprehensive review rather than in response to a specific request in a specific zone.

- f. A regional or national "big box" retailer which could locate in a 100,000 square foot retail building is typically less connected to a community and will be less likely to source goods from the community.

Harris Atkins, Chair
Planning Commission

HARRIS ATKINS Date 9/1/2011

NOTE: By "big box" the Planning Commission means a single tenant in a building over 65,000 square feet.

August 26, 2011

To Mayor Chuck Hunter and City Council Members:

I want to briefly describe my opinion about the C-1 Text Amendment which has recently been voted on by the Planning Commission (I was the lone abstaining vote).

This issue garnered public attention and rallied those residents who are against increasing the allowable size of a retail building from 65,000 to 100,000 square feet. Since non-retail uses are not limited in size, and may exceed 200,000 square feet if they meet all the other requirements, it wasn't the size of the building that bothered them, but the concept of a large format "big box" retailer" locating in this area of the city.

I listened carefully to their concerns, and I remain uncertain that these same residents are aware that a very large non-retail building as well as three 65,000 square foot retail buildings separated by the 20-foot minimum would be allowed under current regulations. When this issue was brought up at the public hearing and the work-study session that followed, the residents who attended did not react to these realities.

If the issue is a large format big box retailer, then the city should attempt to get a larger sample size of citizen attitudes. Our decision to limit the size is a decision to exclude certain retailers from building in our city. Fair enough. But it also precludes companies such as Fred Meyer from building a full-line store in the most desirable area for food retailers. I think that this ultimately negatively impacts the quality of life for our residents.

Text amendments anticipate a change in the use of the land, and usually have a general statement about the potential of the property. The text amendment for Sunrise Enterprise that approved a change from Employment Center to Commercial Business is one recent example. This change allows the property to be developed in a manner that may benefit both the owner and the city. It met all ten of the Criteria for Approval, and was deemed to be compatible with surrounding current land uses. The process drew criticisms and requests for denial from neighbors and other local residents, but the analysis showed that the change was a net positive for the city.

The request for change in the C-1 Zone did not anticipate a change in land use...only in building size. The developer made this request after preliminary discussions with Fred Meyer about a new store in Gig Harbor. It was appropriate for the city to consider this change for a new Fred Meyer store. However, Fred Meyer has withdrawn their letter of interest at the present time, and the text amendment should be tabled/cancelled until the developer has a specific tenant formally requesting a change in building size. As a practical matter, denial of the text amendment severely limits future flexibility, and is contrary to the Comprehensive Plan Goal 6.2.4, Future Development Opportunities.

This goal states: “Monitor proposed urban zoning designations and developments elsewhere on the Peninsula. Determine market requirements and potentials for commercial, office and industrial uses and protect Gig Harbor’s interests in the allocation of future development opportunities.”

While my personal preference is for a development that is similar to University Village in Seattle, I recognize that the structure of the economy is changing and nobody knows what the outcome will be. It is important for us to have as much flexibility in this environment as possible, and consideration of this text amendment at the present time may do harm to us in the future.

Economic Development Issues

The C-1 Text Amendment also highlights an issue that all communities...indeed the entire country is wrestling with at the present time. Gig Harbor is a wonderful place to live, but generally not a place that offers employment choice.

The City’s Comprehensive Plan recognizes the importance of economic development in achieving the goals of the Comprehensive Plan. The economic conditions and trends outlined in the Comprehensive Plan date to 1986, 1990 and 1992. These do not reflect current realities, and we must gain a current perspective if we are to develop relevant plans for our community.

What is relevant and important are the policies AND GOALS described in Chapter 6, specifically:

1. Promote diverse economic opportunities for all citizens...
2. Encourage economic development in areas in which there is an imbalance between available employment opportunities and the local population base.
3. Ensure that economic growth remains within the capacities of the state’s natural resources, public services and public facilities.
4. Plan for sufficient economic growth and development to ensure an appropriate balance of land uses, which will produce a sound financial posture... “PROVIDE THE CITY WITH A SOUND TAX BASE”.
5. Strengthen existing businesses and industries...
6. Provide both the private and public sector with information necessary to support and promote economic development.

6.1.1 **Job creation.**

Help create employment opportunities within the local economy, particularly for residents who currently commute across the Narrows Bridge to work.

Determine reasonable jobs-to-housing balance. Current 2014 goal is one job for every 2.5 workers. Estimated ratio is currently one job for every 8 or 9 workers.

Encourage the redevelopment of declining commercial areas through a variety of incentives such as reduced fees... and the consideration of waivers from land use standards.

6.1.2 Site Identification

Work with other public agencies and private interests to identify and promote sites, which can suitably be developed for a variety of local employment opportunities.

6.1.2 Site Efficiencies

Work with property owners to determine the effective development capacity of sites...

6.2.1 Small Business Development

Encourage local business development opportunities, particularly for small start-up business concerns which may be owned by or employ local residents. Promote the local use of special small business financing and management assistance programs.

6.2.2 Property Revitalization

Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city (downtown shopping district is in critical need).

6.2.3 Financial Programs

Help local private groups structure special improvement districts, including parking and business improvement authorities, local improvement districts, or other programs necessary to the effective revitalization of older business and commercial areas of the city.

These are the policies and goals that have urgency for our city. We cannot control the economic conditions that are so troubling to our country, state and city at the present time. However, we can be aware of the latest economic trends and forecasts that will impact us in the coming months and years. We will be able to change course in order to accommodate these economic realities and maintain our vibrant and special community.

Following are several trends that will impact our lives. Emergent Research was the project lead for the Intuit 2020 Report. This project collaborative effort included contributions from the Academic, Public, Private, Technical and Scientific Sectors. Following is a brief look at several trends that will shape the next decade, and may help to inform our decisions about Economic Development Policy for Gig Harbor.

Introduction:

The coming decade will bring a set of demographic shifts in the marketplace. Developed economies will continue to age, while developing economies will grow statistically younger with higher birthrates.

More people will live in urban areas and surrounding suburbs. The digital generation will turn 40, aging baby boomers won't/can't retire and a new Generation Z – the mobile generation – will hit their textbooks online.

Small businesses will shift as well, affecting both the business community and consumers over the next decade.

Demographic Trends –

1. **Digitally Savvy Kids Grow Up and Change Everything.** They are quick adopters and adapters of new technologies, and will focus on live/work, and will demand a living environment that enables that priority. Generation Z – also known as Gen I (internet generation), and will enter their teen years natively fluent in mobile and social platforms. They will expect global reach, and the global grid will be their toy, their inspiration and their education.
2. **Baby Boomers Gray But Don't Slow Down.** Baby boomers will dominate the graying generation, and this new breed of senior citizens will continue to work in current professions or start new careers.
3. **It's a She-conomy.** Women will be a dominant force in the global market, and will be a major force in the mainstream economy in the established business sector or start their own business.
4. **Cultural Fusion Brings Global Tastes to Local Markets.** The adoption and adaptation of global traditions into local habits will emerge as a growing trend, and influence local business.
5. **Economic Opportunities Fuel Urban/Suburban Living.** This trend will be driven by economic opportunity. The “Live/Work” trend will separate those communities which are growing and vibrant with live “where you work” environments from the current “bedroom” communities. Increased fuel and transportation costs, localism as a way of life, “free agent” employees, and cloud computing/telecommuting will be major factors in this evolving trend.

Social Trends –

6. **Social Networks Fuel Participatory Economy.** Grassroots movements will be the norm as drivers for change in government and the economy. People will build communities to make social, economic and political decisions.
7. **Localism Creates a New Way of Life.** Work-life balance will no longer be an aspiration, but a reality as people invest in the places they live to make them better. Current economic conditions are driving and re-establishing traditional strong ties with family, friends and community. This will spur economic development in new dynamic ways. Communities that compete effectively for a strong live/work environment will be sought after in this new way of life.
8. **Individuals shoulder the Risk Burden.** This will be driven by economic changes and needs. Individuals will be increasingly accountable for making their own insurance and retirement decisions, where institutions had been previously involved. Likewise, governments will begin reducing social support systems, driving the need for individual risk management.

Economic Trends –

9. **You No Longer Need a Lot of Cash to Start a Business.** Starting a business will be more affordable than ever. Smaller, lighter and smarter systems, components and manufacturing methods will emerge to drive a new era of small business. 3-D printing is one of the emerging concepts that will transform segments of the manufacturing process.
10. **Sustainability Becomes a Competitive Requirement.** Sustainability will move from novelty to business necessity. Pressure on resource supplies, regulation and taxes will add to these pressures.
11. **Health and Wellness Spending Soar.** Health and wellness will become the world's largest industry, accounting for global consumers' single-largest expenditure. Multiple drivers include aging, health-intensive populations, pollution problems, rising chronic diseases in the young, expanding use of high-tech health equipment, services and pharmaceuticals; and a growing consumer focus on wellness.
12. **Work Shifts from Full-Time to Free Agent Employment.** Traditional employment will no longer be the norm, replaced by contingent workers such as freelancers and part-time workers. The long-term trend of hiring contingent workers has accelerated in the current economy, and will continue to accelerate even as the economy recovers. More than 80% of large companies are planning to increase their use of a flexible workforce.
13. **Niche Markets Flourish in the New Economy.** Consumers will demand niche products and services, and businesses will have the means to deliver them, driven in part by the Internet, and low cost tools and materials. Micro and small businesses will effectively compete in this segment.

14. **Small Businesses and Global Giants Form a Barbell Economy.** Small businesses will grow in importance and flourish due to both their agility and demand for niche products and services. The global economy will see the diminished presence of mid-sized businesses as they are consolidated into large corporations. Small businesses will increase, with the greatest growth in personal and micro businesses, due to contingent or free agent workers.

Technology Trends: The Ubiquity of Technology –

15. **Working in the Cloud.** These technologies will shift work environments away from large corporate offices into smaller, collaborative environments with other free agents, or toward an in-my-own-place, on-my-own-time work regimen.
16. **Data is Critical for Competitive Advantage.** Data overload will no longer be a burden, but an advantage for individuals and companies with the skills to provide compelling analysis for consumers.
17. **Social and Mobile Computing Connect and Change the World.** The use of social and mobile networks and technologies will possess greater utility, including collaborative technologies. Business will be redefined in how they create value and compete, and will help consumers and businesses to anticipate and guide decision-making and risk management.
18. **Smart Machines Get Smarter.** The hardware and software technologies we use on a daily basis will get smarter, helping people make everyday decisions and streamline complex tasks. Intelligent devices will be engrained in consumer's lives along with businesses, changing the way we live and work.

Our economic world has changed forever, and the Economic Development policies and goals should be reviewed and changed to reflect the new realities of our markets. What has retained the same importance is the goal of increasing the ratio of local work opportunities for our residents.

I listed small business development, property revitalization, financial programs, site efficiencies and job creation goals from our current comprehensive plan because they can provide the baseline to look at where we are in these important areas.

It was important to me to provide a look forward if I was going to critique our current circumstances; and the Emergent Research 2020 Trends Report captures the major changes that are underway in the country. The one trend that is the most positive for Gig Harbor is the shift to localism. The live/work environment will be critical for all communities in the next decade, and we can lead in this important area.

Sincerely,

Michael Fisher

1. Public Comment

- A. most comments not about building size
- B. jobs issue - those opposed did not come out to support project with "high income" jobs
- C. one comment about buffering came from a person whose family is finishing a building in the C-1 zone - that has no buffering from Hwy 16
- D. OK with big boxes elsewhere in the City
- E. assume one tenant use
- F. OK with big box non-retail at this location
- G. several written comments in favor of the increased size for retailen

2. Westside neighborhood designation.

- A. two existing retail buildings over 100K sq.ft. in the Westside - no complaints
- B. not out of character for the area
 - 1. Retail
 - 2. Non retail

3. Health, safety and welfare

- A. there are no known health issues due to the building size
- B. safety will be improved
 - 1. Improved road system, circulation and signalization
 - 2. Sidewalks will provide pedestrian safety
 - 3. May reduce traffic going to GH North
 - 4. Improve traffic flow to the adjoining (existing) residential , retail and office area - off Olympic
- C. welfare (public relief) will be improved
 - 1. Provide jobs
 - 2. Improve City revenues
 - 3. Utilize vacant land
 - 4. General good of the people
 - 5. Improves the peoples financial situation

4. Intent of zoning

- A. parallels the existing uses in C-1
 - 1. Permitted uses - All uses permitted in a B-2 district

5. What's changed

- A. The loss of two long time businesses that could not expand and modernize their facilities.
- B. lost sales and property tax revenues
- C. widening of Olympic drive

Planning Commission Minutes

Chronological order from oldest to newest

**City of Gig Harbor Planning Commission
Work Study Session and Public Hearing
Council Chambers
June 2, 2011
5:00 pm**

PRESENT: Harris Atkins, Michael Fisher, Jim Pasin, Bill Coughlin, Jill Guernsey, Craig Baldwin and Ben Coronado.

STAFF PRESENT: Staff: Tom Dolan, Jennifer Kester and Diane Gagnon.

CALL TO ORDER: at 5:00 pm

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of May 5, 2011. Pasin/Coronado – Motion passed.

WORK-STUDY SESSION:

1. **WWR Properties, Inc., 3803 Bridgeport Way W., University Place, WA 98466**
On July 13, 2010, Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted a revised application for a zoning code text amendment which would increase the commercial gross floor area in the C-1 district outside of the view basin from 65,000 square feet to 100,000 square feet, provided a conditional use permit is granted. This is the introductory presentation by the applicant on the amendment. Future work study sessions and a public hearing are expected.

Senior Planner Jennifer Kester gave a brief overview of the proposed zoning code amendment.

The representative for the applicant, Mr. Randy Boss went over the proposal and the Olympic Town Center project which prompted the proposed change. He distributed an aerial photo of other large buildings in the area and their square footages. Mr. Boss reviewed the history of the project and the previous applications made. He noted that they had asked for an increase previously and it had been too large of an increase so they were asking for a smaller increase at this time. He stated that their client Fred Meyer has scaled down their store size to approximately 80,000 square feet which is even less than what they had proposed in their current application. Mr. Boss then went over in more detail how a 78,000 square foot building will match the existing mass and scale of the existing buildings on the west side. He then made a comparison to several of the buildings in Gig Harbor North.

Commissioner Michael Fisher asked what the total of all the buildings would be in the proposed shopping center and Mr. Boss answered about 185,000 square feet. He then asked what the size was of the Fred Meyer store in University Place and Mr. Boss said

it was 165,000 square feet. Commissioner Craig Baldwin asked about how Gig Harbor North was developed and Ms. Kester answered that it was in the PCD zone and therefore it allowed for larger buildings. She explained where in the city C-1 zoning exists. She noted that this amendment would not apply to the C-1 parcel on the waterfront. Additionally she stated that the building size limitation applies to retail buildings only and that the original limitation was for 35,000 square feet and then increased to 65,000 square feet in this area. Commissioner Bill Coughlin asked if they were asking to reduce their request to 80,000 square feet and Mr. Boss said yes they were proposing to amend their request.

Ms. Kester went over the process for private text amendments. She also reminded the commission that this was an amendment to increase the allowed square footage and is not tied to Fred Meyer in any way. Mr. Fisher asked about how big of a building they could build if they were just building an office building and Ms. Kester noted that it would only be limited by the development standards. Mr. Coughlin noted that there would be more employment if it were developed as an office building and Ms. Kester said she could provide that data. Planning Director Tom Dolan stated that they also needed to think about whether the city could handle any more medical office. Ms. Kester said she would pull some minutes from the previous meetings on increasing the building size. Commissioner Jim Pasin said that he felt that the 80,000 square foot request was reasonable. He reminded everyone about the intent of the Westside neighborhood. Mr. Fisher asked about traffic and Mr. Boss answered that they have received traffic CRCs for a larger building and he explained the link that will be developed and other infrastructure changes. Commissioner Harris Atkins asked if it wasn't Fred Meyer, what it would be. Mr. Boss said that there aren't any other retail tenants who would build an 80,000 square foot structure; this is being done because of the financing and lease structuring. He said that they would probably divide the building up if Fred Meyer left. Commissioner Ben Coronado asked about vacancy rates on the Westside and Mr. Boss said that it is minimal. Mr. Dolan asked if there was any information that the Planning Commission needed prior to the next work study session on June 16th. The Commission then decided to continue the work-study session to after the public hearing scheduled at 6:00 pm.

They called a 5 minute recess prior to the public hearing at 6:00 pm

Commissioner Jill Guernsey had to leave at 6:00 pm.

PUBLIC HEARING

- 1. CITY OF GIG HARBOR, 3510 Grandview St, Gig Harbor, WA 98335** - Application for a Comprehensive Plan Text Amendment (PL-COMP-11-0003) to add policies to two elements to support the State-mandated requirements to allow electric vehicle charging infrastructure in most of our zoning districts.

- 2. CITY OF GIG HARBOR, 3510 Grandview St, Gig Harbor, WA 98335 –**
Application for a Comprehensive Plan Text Amendment (PL-COMP-11-0004) a companion amendment to a Pierce County UGA amendment to add the entirety of the waters of Gig Harbor Bay to the City's municipal UGA.

Ms. Kester went over the two proposed Comprehensive Plan amendments, noting that she had received a comment from Carole Holmaas saying she was unable to make the meeting but that she had heard no opposition to the proposal to add the waters of Gig Harbor Bay to the City's Urban Growth Area. Mr. Dolan noted that the County was also supportive of this amendment.

Mr. Atkins opened the public hearing at 6:05 pm and there being no comment closed the public hearing.

Mr. Coughlin asked why this area was not originally part of the UGA. Ms. Kester said that somehow in the county process, the line got moved and it was probably an oversight. She noted that the city does not currently have police authority on the other side of the bay. She noted that this UGA amendment process was a precursor to annexing this area.

MOTION: Move to recommend approval of both comprehensive plan amendments.
Fisher/Pasin – approved unanimously.

Ms. Kester passed out proposed findings for the commission to review for the chair's signature.

After the review of the draft findings, Mr. Atkins asked if there was a better term rather than "donut hole". It was decided to put it in quotes. Mr. Pasin said he was fine with the proposed findings with the amendment and everyone agreed.

WORK-STUDY SESSION (continued):

The Planning Commission then held further discussion on the WWR Properties proposal. Mr. Atkins asked each of the Planning Commission members if they had any concerns that should be addressed prior to the next meeting. Mr. Coronado said he would like to know about vacancies in the neighborhood and the effects of approving this proposal on the downtown. Mr. Coughlin said he would like to see a current buildable lands survey and the undeveloped buildings in C-1. He would also like to see some long term projections from the applicant on the trends of these types of stores. Mr. Pasin said that he would like some information on the road that is being proposed and whether the city has agreed to that. Mr. Atkins said that he would like to see more information regarding the increased congestion this would create if other sites took advantage of this increased square footage. Ms. Kester said that staff would do a capacity evaluation of this change and an analysis of the intersections. Mr. Fisher said he didn't really have any concerns and Mr. Baldwin said that he felt that the real issue was whether we wanted this to be an office building or retail and was C-1 intended for

retail. Mr. Fisher asked if Mr. Boss had information on retail purchases by household. Mr. Boss said he would try to provide something for their next meeting. Ms. Kester reiterated that she would provide some historical information as to why the limitation was imposed in the first place. Mr. Pasin felt that the community had changed radically and the history was no longer relevant. Mr. Coughlin asked about the impervious surface limitations and Ms. Kester said she would provide some information on the surrounding businesses and the sizes of the major tenants. Mr. Coughlin asked about the impact to stormwater and Ms. Kester said that with enough engineering the difference can be mitigated and the difference is not that large. Mr. Atkins asked for examples of other uses that might fit in 65,000 square feet versus 80,000. Mr. Dolan noted that this application is for a C-1 zone and there have been comments that this should be applied to B-2 so they might want to keep that in mind. Mr. Pasin said he didn't think that it was appropriate as it just complicates the process by adding B-2. Mr. Fisher asked if they approved the increase to 80,000 could they build 3 - 80,000 square foot buildings on this site and Ms. Kester said yes, if the site could accommodate it with a 20 foot separation. Mr. Atkins wondered if making this increase in C-1 would make it easier to occur in B-2. Ms. Kester said she would provide an analysis of the two different zones.

Mr. Dolan asked if they wanted to schedule a public hearing on this issue at this time. It was decided to make the decision at the June 16th meeting.

ADJOURNMENT

MOTION: Move to adjourn at 6:48 p.m. Pasin/Fisher – Motion carried.

City of Gig Harbor Planning Commission
Work Study Session
Community Rooms A and B
June 16, 2011
5:00 pm

PRESENT: Harris Atkins, Michael Fisher, Jim Pasin, Bill Coughlin, Craig Baldwin and Ben Coronado. Commissioner Jill Guernsey was absent.

STAFF PRESENT: Staff: Tom Dolan and Jennifer Kester

CALL TO ORDER: at 5:00

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of June 2, 2011. Pasin/Baldwin – Motion carried.

WORK-STUDY SESSION

Mr. Atkins went over the objective of the meeting, to address the issues surrounding the proposed amendment to increase the commercial gross floor area in the C-1 zone.

1. **WWR Properties, Inc., 3803 Bridgeport Way W., University Place, WA 98466**
Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted a revised application for a zoning code text amendment which would increase the commercial gross floor area in the C-1 district outside of the view basin from 65,000 square feet to 100,000 square feet, provided a conditional use permit is granted.

Senior Planner Jennifer Kester stated that she had gathered the information that the commission had asked for at the last meeting. She noted that the request is remaining at 100,000 square feet rather than amending it to 80,000 square feet as indicated at the last meeting.

Ms. Kester went over the information she had provided. Mr. Atkins asked if the proposed extension of 32nd Ave. was part of the city's TIP and Ms. Kester said that no, it is not at this time; however it has been put into our traffic model because it was being proposed as part of the Olympic Town Center project. She noted that Senior Engineer Emily Appleton had looked at the trip generations for different types of uses and found that a supermarket had the most trips generated. Therefore, as a supermarket could be 65,000 square feet or 100,000 square feet, there was no increase in the potential traffic generation intensity between the existing text and the proposed text. Mr. Randy Boss (representing the applicant) stated that the trip analysis has been mitigated at a higher level.

Ms. Kester went over the differences between B-2 and C-1 zoning. Discussion was held on the different development regulations in the zones. Next she went over the list of different retailers that could utilize a building of the proposed size. Mr. Boss gave a brief explanation of how he compiled the list.

Ms. Kester then went over the history of building size in the City and what some of the issues had been in the past. She then gave an overview of the Building Size limitations report that the city had done. Mr. Boss gave a history of the Building Size limitations in the C-1. Ms. Kester continued her analysis of the building sizes. Mr. Pasin said that he didn't think some of this history was pertinent. Mr. Boss expressed his feeling that the information regarding the history about Walmart was prejudicial. Mr. Dolan stated that the commission is free to consider or dismiss any or all of the information presented to them. Mr. Fisher said that he didn't think the information regarding wages and benefits was pertinent and suggested that they get some information from the International Council of Shopping Centers regarding the effect of increased building sizes on the downtown. Mr. Pasin said that he didn't think they needed to do that. Mr. Fisher reminded everyone that the issue is really about this being a 100,000 square foot retail building; a 100,000 square foot office building can already be built there. Mr. Coronado felt that it was important to look at the history and the effect on the downtown. Mr. Baldwin said there is a very limited amount of C-1 and he didn't think that you should protect the downtown at the expense of another area. He stated that the development downtown should have its own incentives. Mr. Fisher said that he felt that the commission needed to look at the reason for increasing the allowed size; i.e. what has changed in the economy, etc. Mr. Atkins said that he felt that there were the same items available at other stores. Mr. Coughlin stated that he still wanted to see more data on what kind of space is still available for this type of development. Ms. Kester said that the 2007 Buildable Lands report showed that we had more than enough commercial and industrial land to provide for approximately 2000 more employees. Mr. Boss said that he felt that the topic should be about retail land available. Mr. Fisher reminded Mr. Boss that this was a work study session not a public hearing. Mr. Pasin asked what Mr. Coughlin was trying to discover with the information on buildable lands. Mr. Coughlin said he wanted to look at this subject in a broader perspective.

A 10 minute recess was called.

Mr. Atkins called the meeting to order. Mr. Pasin stated that he didn't think a 100,000 square foot building was out of place in this C-1 zone. Mr. Dolan reminded the commission that the B-2 zone is where most retail is located and there may be questions raised as to why we aren't allowing the same size in B-2. Mr. Fisher asked if it was appropriate to answer the C-1 application and then just add an opinion on a possible B-2 change without actually recommending it. Ms. Kester said that it can be communicated in a number of ways, as a second recommendation or just as a comment. Mr. Atkins said that he felt that the bottom line was the city's vision for the west side.

Discussion followed on the traffic impacts. Mr. Boss provided information regarding the traffic mitigation and provided a map of properties with possible development opportunity. Mr. Baldwin asked about what would happen if the 32nd Avenue extension was never built and Ms. Kester answered that the road is tied to this specific project and without this project may not be completed.

Mr. Atkins asked if anyone had anything that staff needed to accomplish before the next meeting. Mr. Fisher said that he felt it would be helpful to help the public understand that under current regulations a larger building could be built if it wasn't retail. Ms. Kester agreed and stated that it would be important to state in our public notice that this was about increasing permitted gross floor area for retail uses. Mr. Dolan suggested that the notice state that the proposal "An amendment to the Gig Harbor Municipal Code to increase the permitted gross floor area for retail uses in a C-1 zone from the current 65,000 square feet to 100,000 square feet. Note: The current regulations in the C-1 zone do not limit the maximum square footage of non retail buildings". Everyone liked the proposed wording. Mr. Fisher additionally stated that perhaps they could require a development agreement with the increased square footage. Mr. Pasin said that he felt it was too confusing. Mr. Atkins suggested that the commission hold a small open house prior to the public hearing in order to illustrate what could be built now versus what is being proposed. Mr. Dolan asked when they would like to hold a public hearing. He noted that the City Council will not be meeting in the month of August so they will not be able to consider this issue until September. Everyone agreed that July 21, 2011 was fine and that they would hold an open house prior to the public hearing. Mr. Dolan went over the typical noticing requirements and asked if there was anything extra the Planning Commission wanted to have done in terms of noticing. It was discussed that a larger ad in the Gateway would be appropriate and that it should include the wording as Mr. Dolan suggested. Mr. Atkins said that the entire Westside neighborhood should be noticed rather than just the property owners within 300 feet.

Mr. Atkins noted that this would be Ben Coronado's last meeting and thanked him for his great service.

Mr. Dolan noted that the July 7th meeting will be cancelled unless anyone had anything else that needed to be discussed at that meeting. It was decided to cancel the July 7th meeting.

MOTION: Move to adjourn at 7:25 p.m. Fisher/Coronado – Motion carried.

**City of Gig Harbor Planning Commission
Open House and Public Hearing
Council Chambers
July 21, 2011
5:00 pm**

PRESENT: Harris Atkins, Michael Fisher, Jim Pasin, Bill Coughlin, Craig Baldwin and Reid Ekberg. Commissioner Jill Guernsey was absent.

STAFF PRESENT: Staff: Jennifer Kester, Peter Katich and Diane Gagnon

CALL TO ORDER: at 5:00

OPEN HOUSE

1. WWR Properties, Inc., 3803 Bridgeport Way W., University Place, WA 98466

Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted a revised application for a zoning code text amendment which would increase the commercial gross floor area in the C-1 district outside of the view basin from 65,000 square feet to 100,000 square feet, provided a conditional use permit is granted.

Boards were displayed showing the areas affected by the proposed change and representations of the possible project. Commissioners and the proponents answered questions and held informal discussions with members of the public.

PUBLIC HEARING: at 6:00

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of June 16, 2011. Pasin/Fisher – Motion carried.

Chairman Harris Atkins welcomed everyone and went over the rules for the evening and asked that everyone keep their comments to 3 minutes and if they wished to give their time to someone else they would have to come to the podium and do so.

1. WWR Properties, Inc., 3803 Bridgeport Way W., University Place, WA 98466

Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted a revised application for a zoning code text amendment which would increase the commercial gross floor area in the C-1 district outside of the view basin from 65,000 square feet to 100,000 square feet, provided a conditional use permit is granted.

Senior Planner Jennifer Kester then went over the packet of information provided to the Planning Commission and noted that she had provided copies of the comments received so far this evening as well. She then gave a brief overview of the staff report and the elements of the proposal.

Mr. Fisher clarified that there is not a building square foot limitation for other uses such as office and Ms. Kester stated that it was true that there was no limitation for office uses.

Ms. Kester then went over the history of the zoning in this area and when the size limitations were adopted. She reviewed the process for reviewing traffic for a text amendment.

Chairman Harris Atkins went over the Planning Commissions role in this process and what would happen after this hearing.

Randy Boss, P.O. Box 237, Gig Harbor WA 98335

Mr. Boss spoke regarding the project and noted that Fred Meyer had pulled their letter of intent for this project and that they were hoping to bring them back to the project. He voiced his objections to the meeting and that he hadn't been given enough easels and he objected to the Safeway project being shown. He went over the timeline and history of their proposal. He also objected to not being able to put his written handouts on the back table. He emphasized that this is not a project specific proposal but is about building size. Mr. Boss went over other retail centers in the area and their size. He then talked about traffic and noted that they had mitigated traffic to the highest possible use. He showed on the aerial photograph where they proposed to construct a new road to handle some of the traffic. Mr. Boss noted that there were articles included in the Planning Commission's packet from 1996 regarding Wal-Mart and he didn't see that as relevant.

Peter Stanley, 602 N C St., Tacoma WA 98403

He stated that this was a hot issue and he didn't want any more large commercial development influencing the feel of our city as you drive down Hwy 16. He felt that Uptown and Gig Harbor North were good examples of development on the part of the City. Mr. Stanley stated he was opposed to increasing the limit to 100,000 and felt it would increase congestion. He stated that we already have affordable things in Gig Harbor and he didn't believe we were leaving money in Tacoma or Gig Harbor. He stated that the conditional use option makes it difficult for anyone to say no.

Mr. Pasin asked Ms. Kester to clarify who would make a decision about the conditional use permit and she explained that it was the Hearing Examiner.

Margot LeRoy, 3110 Judson St., Gig Harbor WA 98335

Ms. LeRoy stated that her two serious concerns were the Olympic Drive interchange and the traffic. She noted that even the DOT says that intersection is at capacity. More retail will just increase the problem. She stated she had empathy for people who live on the West side and the city needs to honor them by protecting their neighborhood. Sales tax is not more important than quality of life. We could end up with a lot of empty stores. She said that most people shop on the internet now, look at University Place's

town center project. She emphasized the need to have a vision and respect the voice of community. She provided staff a written letter to be entered into the record.

Marian Berejikian, Friends of Pierce County, P.O. Box 2084, Gig Harbor WA 98335

Ms. Berejikian stated that she was speaking for livable communities. She handed out a prepared letter for the record. She noted that this amendment may affect other areas of Gig Harbor and Friends of Pierce County thinks this is inconsistent with the Gig Harbor Community Plan where 61.4% stated that they oppose buildings in excess of 35,000 square feet. She noted that there was a goal listed to assure that proposed changes have to be based on a community need and the applicant has not provided any basis for this. She provided other data regarding vacant commercial areas and noted that this area is already zoned for commercial uses and they have lots of options for building something else without this increase. She noted that these types of large retailers kill smaller retailers. She stated that we are a good example of how to do it right and we should remain that way. She noted that Olympic and Point Fosdick had some of the highest incidents of accidents.

Bruce Porad, 9306 74th Ave NW, Gig Harbor WA 98332

Mr. Porad stated that he has been a resident for 23 years and does all of his shopping here. He was speaking against the amendment and noted that Mr. Boss keeps referring to this as a project. He felt that the amendment was inconsistent with the C-1 zoning. He stated he didn't see a need for a change as they could do many other things on this property. He felt they could meet the current code and do something more compatible with the community and we have already examined this and decided that this is not what we want. He didn't feel it was in line with the vision of this community.

Mark Overland, 1602 Weatherswood Dr NW, Gig Harbor WA 98335

Mr. Overland yielded his 3 minutes to Tom Morfee and handed in written comments.

Carl Geist, 3709 Picnic Point Ct NW, Gig Harbor WA 98335

Mr. Geist stated that he has lived here for 40 years and has been involved in land use planning and in developing the comprehensive plan in the 70's. He said that he remembered the basic tenants of the planning efforts of the 70s and since then and it was a huge goal to maintain the SR16 corridor as a pleasant place for people to drive through and to have the commercial developments buffered. We didn't want to look like Fife or 6th Ave. How did we get away from our vision? Most of us are very concerned how you are not protecting the vision of this city. 65,000 square feet is even too big. This needs to be carefully planned and does not need to be big box. Big picture not big box.

Paul Cyr, 5606 55th Ave NW, Gig Harbor WA 98335

Mr. Cyr stated that he agreed with everyone's comments so far. He noted that he has been heavily involved in these issues over the years and was a County Councilman when the comprehensive plan was adopted. He said that buffers and setbacks were always an important issue and that there was 2 years of intense debate and it was a planning process and out of that came the current regulations. Gig Harbor North was

initially outside of the city and a lot of time went into developing it to be consistent with the Gig Harbor community. He noted that Uptown is within the 65,000 square foot limit and they worked with the city. Safeway's redevelopment has worked within these limitations. You are looking at changing a development standard and it is a large increase. He reiterated that he recommended that the Planning Commission not pass this proposal.

Helen Nupp, 11320 148th Ave., Gig Harbor WA 98329

Ms. Nupp handed out a prepared letter. Ms. Nupp stated that she has lived here since 1968. She noted that zoning text amendments should further health, safety and welfare and this amendment does not do this. She noted that other developments have managed to stay within these limitations; the applicant just wants to be the biggest and newest. She listed all the larger retail establishments and wondered when enough is enough and emphasized the value of the smaller retailers. She noted that these retail jobs are not a livable wage. Ms. Nupp stated that quality of life is more important than more shopping choices. She went over the statistics regarding traffic at the intersection of Olympic and Pt Fosdick and noted that it was already at a failed level of service. She noted the discrepancies in square footage in the applicant's information on their proposed project.

She went over the May issue of Smithsonian and noted that she had provided copies.

Sam Goodwill, 2805 41st St., Gig Harbor WA 98335

Mr. Goodwill stated that he has lived here for 11 years and he lives on the West side. He stated that this proposal will forever change the character of Gig Harbor and will impact other retailers. He said he was not anti growth and liked having choices to shop but noted that no one chooses to live here because of big box retailers or traffic. He quoted from the comprehensive plan and noted that the West side is supposed to be neighborhood retail. He stated that the big box retailers belong in Gig Harbor North. He noted that this could be several 100,000 square foot buildings in full view of the freeway and emphasized that other developers have complied with the 65,000 square foot limit.

Don Bremner, 7916 54th St NW, Gig Harbor WA 98335

Mr. Bremner stated that this subject keeps popping up to increase the building size and all the justifications put forth were directed at a specific tenant rather than the general text amendment. He said he was glad the previous attempts had been rejected and he believed it should be rejected again. Mr. Bremner felt the proposal would change the intent of the C-1 district, rather than providing different uses than B-2 it would just be the same. He said it would also be contrary to keeping the big boxes at Gig Harbor North and the development is in contrast with the comprehensive plan. He asked how this protects our small town character and stated that this proposal is unfair to the existing retailers who have developed under the rules. Similar uses should play by the same rules.

Kae Paterson, 7311 Stinson Ave., Gig Harbor WA 98335

Ms. Paterson said that she agreed with everything said. She noted that they had gone through this exercise when she was on the Planning Commission and there are

community values that want buffering from Hwy 16 and it was decided that Gig Harbor North was the place for this type of development. She stated that she didn't think the analysis that went into that had changed.

Evie Lynn, 10321 Rosedale Bay Ct NW, Gig Harbor WA 98332
Ms. Lynn yielded her time to Mr. Morfee.

Chuck Carlson, 3505 Harborview Dr., Gig Harbor WA 98335

Mr. Carlson stated that he was on the advisory committee that wrote the community plan and he has also served on the Gig Harbor Design Review Board. He said that the original plan was something that people on this side of the bridge developed in order to preserve our sense of being different on this side. He continued by saying that's why you don't see any frontage roads, we wanted screening from SR16 and that has been maintained. He stated that the Boys and Girls Club and St Anthony's have been through a lot of hoops to be screened and this project would stand out like a sore thumb. He stated that this would not create jobs it would suck jobs out of our community as it would drive small retailers away.

Ralph Flick, 4210 27th Ave NW, Gig Harbor WA 98332

Mr. Flick said he lives on the West side in Quail Park and is president of the homeowners association and is also a tenant at the Gig Harbor Corporate Center. He said he is opposed to this proposal. He noted that there are only a few tenants who will use a 100,000 square foot building and Fred Meyers is the worst use of this site. He stated he thought it would have an impact on the traffic and his neighborhood would be the one to suffer if this development goes through. Mr. Flick stated that Uptown and Safeway have complied and they should have to do so as well. He continued by saying that no major property owner on the West side is in favor of the change or anyone in our neighborhood and as we heard tonight even Fred Meyer doesn't want to be involved with this proposal any more. He said he moved here to be away from this kind of thing and that any 100,000 square foot retailer would not get his business.

Michael Crites, 9514 Goodman Ave., Gig Harbor WA 98332

Mr. Crites said he agreed with the other comments and said that he had grown up in Gig Harbor and preferred running around in the woods of Gig Harbor North.

Andrew Williams, 206 35th Ave., Gig Harbor WA 98332

Mr. Williams said he was against this proposal. He said that the reason he moved here was because it is unique. He stated that when he says he lives in Gig Harbor people say it's cool and that's because it's not like everywhere else. Mr. Williams said that big box stores just have sameness and they will not make this a better community and if he wanted to live in Federal Way he would have moved there. He said that we have buffers with trees and this just opens the door to these iconic bland stores. He noted that there is nothing wrong with these stores but they don't belong here. Those stores don't generate livable wage jobs.

Jack Hart, 147 Maple Lane NW, Gig Harbor WA 98335

Mr. Hart said he has lived here since 1955 when it was a charming fishing village. He stated that we have had growth and it has been controlled in a way that hasn't wiped that out. He continued by saying we have a good comprehensive plan that a lot of time and effort went into and we shouldn't make exceptions to it or we wouldn't have a plan. He noted that this is near the most congested intersection on the Peninsula and that this will suck more life out of the downtown. He concluded by saying that this is homogenizing this community and taking away from its uniqueness and to please reject this proposal.

Florice Johnson, P.O. Box 1333, Gig Harbor WA 98335

Ms. Johnson stated that she lives in Quail Run. She stated that in 1980s she attended the meetings regarding the first comprehensive plan and it was crafted to prevent Gig Harbor from looking like Tacoma. She stated that this is a residential community and we want to keep it livable with lots of green space and smaller businesses and that we do not need more than we already have. She said that she hoped we could retain Gig Harbor the way it is right now. She continued by saying that as far as traffic is concerned, the proposal for the additional road will still bring the cars through the intersection. She asked if the area is on city sewer and water and Ms. Kester said it is on city sewer but not on city water. She concluded by saying the traffic will be horrible and the overpass will have to be widened.

Tom Morfee, 3803 Harborview Drive, Gig Harbor WA 98335

Mr. Morfee stated that he had been all over the country and this is the greatest city in the country. He spoke about the history of land use actions that bear on this subject. He noted that many people here were involved in planning of this city and that he was involved in the 70s and 80s. He stated that ours was the first comprehensive plan in Pierce County and the thing that inspired that plan was a concern for urban sprawl and this proposal is another example of urban sprawl and the community values haven't changed since then. He stated that Peninsula Neighborhood Association helped define Urban Growth Areas and rural zoning and did not oppose Gig Harbor North, that type of development was acceptable there. He noted that 14,000 signatures rejected a big box concept on the Westside and nothing has changed. Mr. Morfee stated that this amendment would increase the allowance by 54%, this proposal does not further health safety and welfare and no one here tonight believes that it does. He continued by saying that this is a square peg in a round hole and we are volunteering our time because we believe in the wonderful character and lifestyle of Gig Harbor.

Mark Hoppen, 8133 Shirley Ave., Gig Harbor WA 98332

Mr. Hoppen stated that he had been the City Administrator and asked that the commission please consider the future possibilities of this property as retail and that all retail uses should be on the even footing. He stated that perhaps the zoning should be changed to B-2 if they want retail, then height, impervious coverage, landscaping, etc. would all be similar in scale. He stated that on the site of Uptown there was originally a proposal for Wal-Mart and Wal-Mart withdrew their application the day after we adopted square footage limitations in pre-annexation zoning. He noted that Fred Meyer wanted

to go where Uptown is today. He asked that the commission not change the nature of the way business is now.

John McDonald asked if Mr. Hoppen was opposed and he answered yes.

Chairman Atkins closed the public hearing at 7:47 p.m.

The chair asked if there was issues raised tonight that required further study from staff. Mr. Coughlin asked about the buildable lands report and Ms. Kester said that nothing within it is current today and she could generate current data and Mr. Coughlin said that he didn't feel it was necessary.

Ms. Kester clarified that the site was Rainier View water and they would have to provide a water tank to provide fire flow.

Mr. Pasin suggested they continue discussion at the next meeting as they had received a lot of information tonight. Mr. Fisher agreed. Mr. Coughlin said it was pretty clear to him. Ms. Kester noted that there were some written comments provided tonight that need to be given to the commission.

It was noted that the next meeting is August 4th and that this would be the only item on the agenda.

MOTION: Move to adjourn at 7:52 p.m. Pasin/Fisher – Motion carried.

City of Gig Harbor Planning Commission
Work Study Session
Community Rooms
August 18, 2011
5:00 pm

PRESENT: Harris Atkins, Michael Fisher, Jim Pasin, Jill Guernsey, Craig Baldwin, Bill Coughlin and Reid Ekberg.

STAFF PRESENT: Staff: Jennifer Kester and Peter Katich

CALL TO ORDER: at 5:00

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of July 21, 2011. Fisher/Guernsey – Motion carried.

1. WWR Properties, Inc., 3803 Bridgeport Way W., University Place, WA 98466

A proposed text amendment by Randy Boss, on behalf of Jim White of WWR Properties, Inc., to increase the commercial gross floor area in the C-1 district outside of the view basin from 65,000 square feet to 100,000 square feet, provided a conditional use permit is granted.

Mr. Atkins went over the agenda for the evening.

Senior Planner Jennifer Kester went over the packet of information she had provided to the commission. She noted the written public comments received since the public hearing and an e-mail from the applicant. She went over the criteria for approval for this text amendment.

Ms. Kester then went through the planning staff analysis of the criteria. In regard to the consistency with the comprehensive plan, staff did feel this proposed amendment was consistent with the Commercial/Business land use designation. She noted that there weren't any other pertinent policies directly related to retail building size. Additionally she stated that the Westside neighborhood design area is the primary service area for the city; whereas, Gig Harbor North is a regional service area. The second criterion is consistency with the C-1 zoning district. She stated that the intent of the C-1 zone does not speak to building size. Additionally she stated that since there is no apparent difference between B-2 and C-1 in regard to retail building size, if the Planning Commission does recommend approval, staff would recommend that the B-2 zone retail building size limitation also be changed or the C-1 intent statement be change to differentiate it from B-2 as related to retail building size. The last criterion is that the proposal further public health, safety and welfare. She stated that staff has not identified any infrastructure impacts that need to be mitigated, including traffic. She noted that there will more than likely be mitigation at the project review stage. Ms.

Kester went on to discuss aesthetics and stated that a larger retail building would likely need more design alternatives. She then discussed the public comment received and noted that there had been a higher than normal amount of public comment, indicating that people feel strongly about this proposal. She stated that all of the people commenting were part of the greater Gig Harbor community and that the large majority of the comments received have been against the proposal. Ms. Kester then discussed what has and has not changed since the building size limitation was adopted. She stated that the planning staff was recommending denial of this proposal.

Mr. Fisher asked about the statement that Gig Harbor North was a regional service area. Ms. Kester said that the language came about in 2007. Discussion continued on the population of the region being approximately 70,000 people versus the city population being 7,200.

Mr. Fisher asked the applicant about the tenant. He noted that while the proposal is not tenant specific there had been discussion about Fred Meyer. Mr. Boss said that this proposal was initiated on behalf of Fred Meyer. He stated that Fred Meyer did not want to be perceived in the community as jamming some big box down their throats. He continued by saying that Fred Meyer may come back if the increase is approved. He also noted that it may be several tenants. Mr. Boss finished by saying that in regard to the difference between B-2 and C-1 he wanted to say that they are different and he didn't believe they needed to be made the same. Mr. Baldwin asked about Uptown and whether that was a regional service area. Ms. Kester noted that Uptown stayed within the limits.

Mr. Fisher stated that the Design Review Board had asked him to convey to the Planning Commission that if they recommended approval that there is a requirement for a Design Review Board pre-application. He noted that they had a pre-app process with the Safeway project and he felt that it resulted in a better project. Ms. Kester stated that she had checked with the city attorney and the attorney's opinion was that anything that might create delay may be a violation of due process; therefore, she would recommend not adding such a requirement. Mr. Pasin noted that Uptown had followed the design manual without having to go to the board and cautioned that we are talking about one single building within an entire project.

MOTION: Move to recommend approval of the increase to 100,000 square feet.
Pasin/Baldwin –

Discussion followed. Mr. Pasin noted that the building could be used by multiple tenants. He stated that there were many comments about buffering from the highway and that some of those comments were from a property owner whose property is not buffered from the highway. He then read from notes provided by Kae Paterson and that there were exemptions to the screening requirements. Additionally he noted that the access to Hwy 16 used to be by the lumber store. Mr. Pasin felt that there was inconsistency in the public comment because it seemed that they felt that big boxes were okay elsewhere. He also noted that the public's only objection was to this size of

retail building not other uses. He stated that he has never heard complaints about existing buildings that are over 100,000 square feet. Mr. Pasin felt that the road system would be improved in the area. He also noted that this proposal will provide jobs and increase city revenue which is good for the public.

Mr. Baldwin noted that when this area was in Pierce County it was designated as a commercial use and a lot of the planning was consistent with that designation. He felt that a lot of the public comment had to do with the commercial use rather than building size. He noted that a lot of times projects of this size can provide a benefit to the community through traffic and storm mitigation. He stated that he felt that the conditional use process can address many of the issues raised by the public.

Mr. Fisher said that there is no size limit for other uses so if all those uses are okay at whatever size; it's hard to say that 100,000 square foot retail is not okay. He stated that he felt that Kohl's will be regional and whether we think that these stores will be regional or not, they will be. Mr. Fisher went on to say that we are not just talking about one 100,000 square foot building, there will be more buildings. He also noted that there will be a buffer as there are requirements for that. He went on to say that without a tenant he wasn't sure this application had a standing and it made it hard to review when you can't know what a tenants needs might be. He said that on the one hand he didn't think the size was that big of an issue, but felt it was hard to examine without a tenant.

Mr. Coughlin said that he didn't support this text amendment for various reasons. He noted that many of the people commenting were heavily involved in the process that developed the regulations that we have now. He noted that they had reviewed a proposal for a larger building at the top of Pioneer and Grandview and the public had said that perhaps that was a good project but it was in the wrong place. He felt that this was similar as it was not a bad project just in the wrong place.

Mr. Ekberg said that he did not support this text amendment. He stated that he had looked at the criteria that the commission needs to consider for a text amendment and he felt that it could go either way related to consistency with the Comprehensive Plan and C-1 intent statement. He said that he listened to all the public comment. He felt that they really should not be considering the tenant. It's clear that it will be a national chain in that size of a building and that if it were going to be separate tenants they wouldn't be worrying about the building size. Mr. Ekberg said that he didn't really believe that there would be a net gain of jobs in the community. He emphasized the need to listen to the public's opinion in this matter whether or not they were well versed in the technical aspects of land use. He believed that there was not a need to change all the good work that had been done in the past.

Ms. Guernsey said she had read all the minutes and the testimony. She noted that she is in favor of economic development and is also concerned with what is happening in the downtown core of Gig Harbor. She said that you have to ask yourself what has changed since the last text amendment and in going over the history it didn't seem that anything had changed. She noted that the applicant had at one point asked for an

increase to 80,000 square feet versus 100,000 square feet and there has been no evidence provided as to what is needed for retailers to come to this area. She stated that it concerns her when there is no evidence as to why we should change the limitation; therefore, she stated she was not inclined to change the limitation.

Mr. Atkins expressed his appreciation for the level of examination the Planning Commission members had put into this proposal. He noted that one of the items that really stood out to him were whether it matches in the intent of the C-1 zone. He pointed out that the intent states that that it is to provide for different uses than direct sales and should be manufacturing. Mr. Atkins noted that the jobs possibly provided by retail development would not help the city reach its goals as much as manufacturing jobs would. Additionally he stated that this is a game changer since we have two other developments that have been built under the current requirements. He concluded by saying that he did not support the proposed change.

Chairman Atkins called a ten minute recess.

Senior Planner Jennifer Kester responded to the previous question as to why the staff analysis spoke to one single tenant. She noted that staff needs to analyze to the highest possible level of impact. Additionally she noted that this text amendment will apply to all of the C-1 zoning, not just a specific site.

Mr. Fisher pointed out the areas of C-1 zoning and stated that the QFC building is 900 feet long. He stated that about 93% of the people who live in Gig Harbor work outside of Gig Harbor. Our comprehensive plan goal is to develop commerce in this city that would generate jobs for residents.

Mr. Pasin said that he preferred not to talk about a specific tenant; however, if Fred Meyer wants to expand within this community what kind of a message are we sending about encouraging business within Gig Harbor.

Ms. Kester repeated the motion.

MOTION: Move to recommend approval of the proposed text amendment. Pasin/Baldwin - The motion failed with Commissioners Pasin and Baldwin in favor and Commissioners Ekberg, Guernsey and Coughlin opposed.

Mr. Fisher abstained and Chair Atkins expressed his support for the majority.

Mr. Fisher said that he wanted it noted that he abstained as he felt that he would like to reconsider it when there is a known tenant.

Ms. Kester said that she will write up the findings of fact using the statements made by the majority. Mr. Atkins asked if those in the minority would like to include a statement to the council as well. Ms. Kester asked that all reports come to the next Planning Commission meeting along with the recommendation. Ms. Kester then went over the

schedule and noted that they were hoping for the 26th of September for the public hearing before the City Council.

Ms. Kester then went over the schedule of upcoming meetings. She noted that the main project for the fall was the interim zoning ordinance allowing for the change of use of existing buildings in the downtown business district without having to add parking. She stated that they needed to make a recommendation by January as to whether that ordinance should continue. Ms. Kester said that there are some other issues that the City Council has asked them to look at in regard to parking. Mr. Coughlin asked if there was a group looking at the vision for the downtown. Ms. Kester explained what had been done in the past and noted that there has not been any money budgeted at this time. She noted that perhaps they should agree on a mission statement as it relates to the items on this list from the City Council. Mr. Coughlin asked if perhaps they should have a meeting with the City Council to discuss ways to develop a vision. Mr. Pasin asked what the building size issue was downtown and Ms. Kester said that the Planning and Building Committee had brought it up after the QFC had closed. Mr. Fisher noted that there are lots of issues that need to be addressed in order to really help the downtown. Ms. Kester stated that everyone agreed that a more holistic approach was needed; however, at this time the City Council has only authorized the downtown parking portion of the picture. It was agreed that they would get started on the parking issue while organizing a meeting with the City Council. Ms. Kester said that she would provide the Mayor's mission statement regarding the downtown that had been given to the City Council. Additionally she noted that there is another private text amendment regarding performance based height exceptions for private school gymnasium. She stated that the Planning and Building Committee is asking that the Planning Commission find a way to fit that in in October or November. Additionally she stated that after downtown parking there is another interim ordinance that needs to be considered regarding medical cannabis collective gardens. She stated that after that they will need to look at Green First, which is the Design Review Boards concept of considering the green areas first when developing a site.

Senior Planner Peter Katich gave a brief update on the Shoreline Master Program update.

MOTION: Move to adjourn at 7:14 p.m. Fisher/Baldwin – Motion carried.

The Gig Harbor City Council is holding a public hearing to solicit community feedback on a private proposal to increase the allowed building size of retail buildings in the C-1 zoning district. You are invited to provide comments to the Council at the hearing or in writing as outlined below.

GIG HARBOR CITY COUNCIL PUBLIC HEARING MONDAY, SEPTEMBER 26TH AT 5:30 PM

City Council Chambers, Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor, WA 98335

WHAT CHANGES TO THE GIG HARBOR ZONING CODE ARE BEING CONSIDERED?

The City Council is reviewing an application by a private party which, if approved, would amend Chapter 17.40 of the Gig Harbor Municipal Code to increase the allowable square footage for retail commercial buildings in most of the City's C-1 zoning districts from 65,000 square feet to 100,000 square feet if a conditional use permit is granted. Please note that nonretail commercial buildings within the C-1 zoning district do not have a maximum building size limitation. In addition, this proposal is not specific to any tenant, but would apply to all retailers.

Application: PL-ZONE-09-0002
Applicant: Jim White of WWR Properties LLC
3803 Bridgeport Way West
University Place, WA 98466
Agent: Randy Boss
PO BOX 237
Gig Harbor, WA 98335

SEE REVERSE FOR FREQUENTLY ASKED QUESTIONS

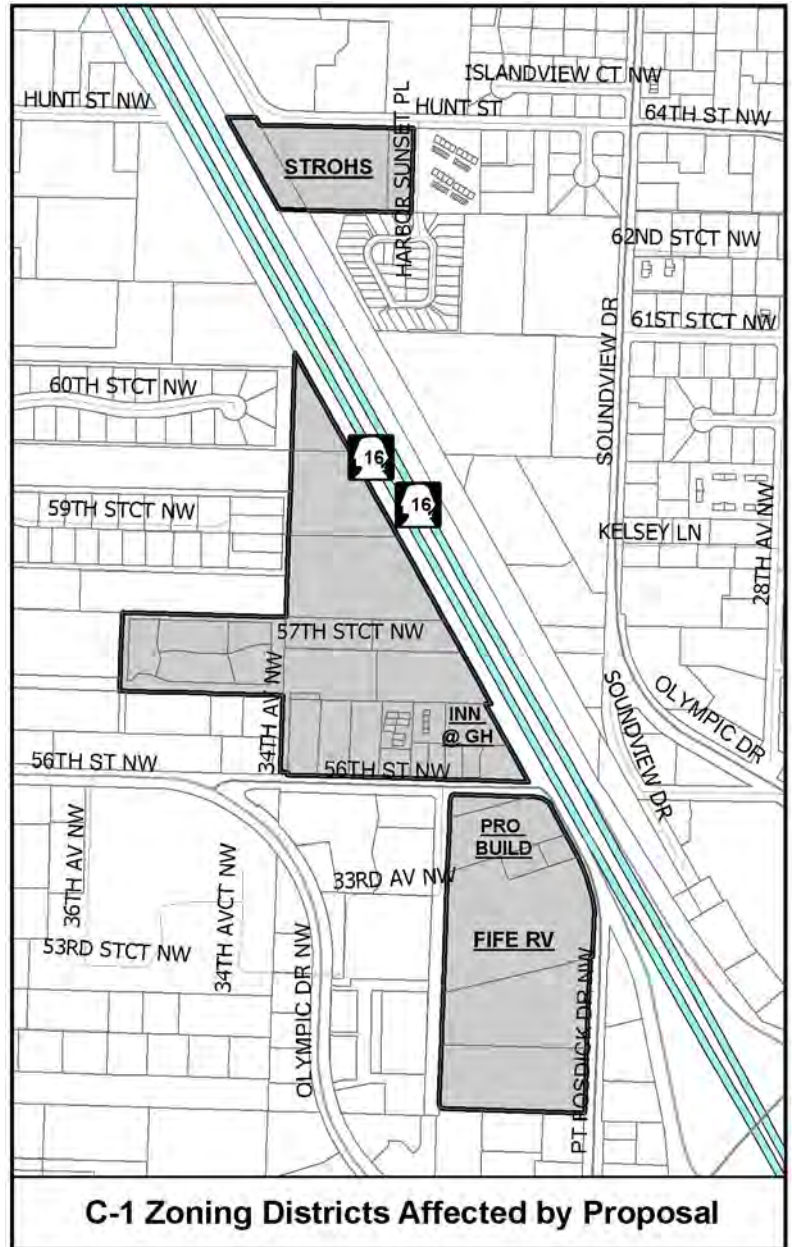
Details on the proposed amendment, the Planning Commission's recommendation, staff reports, and other information can be found at the Planning Department offices, and on the following website:

WWW.CITYOFGIGHARBOR.NET

Navigate to the Planning Department webpage and look for "C-1 Zoning District Bldg Size"

If you have further questions please contact Senior Planner Jennifer Kester:

(253) 853-7631
kesterj@cityofgigharbor.net



All persons will have an opportunity to present their oral comments at the public hearing. Those wishing to submit written comments may do so at the hearing or by submitting them to the City Council via the Planning Department at the address above, or by facsimile at (253) 858-6408, or by e-mail at kesterj@cityofgigharbor.net. All written comments must be submitted by 5:00 p.m. on **Monday, September 26th, 2011.**

1. IS THIS PROPOSAL ASSOCIATED WITH A SPECIFIC USER? No, this proposal, if approved by City Council, would apply to all retail stores locating in the specified area. Please note that the applicant is the owner of the Fife RV property and would like to redevelop that property with a retail building greater than 65,000 square feet. The applicant has not disclosed any retailer which has signed a letter of interest. Fred Meyer had previously submitted a letter of interest to the property owner, but has withdrawn it. However, if this amendment is approved, any retail store up to 100,000 square feet could be developed.

2. WHAT AREAS OF THE CITY WILL BE AFFECTED BY THIS PROPOSAL? This proposal is limited to the C-1 zoning district along SR 16 near the Olympic and Wollochet Interchanges, which encompasses approximately 46 acres. In general these C-1 zoning districts include the following developments: Fife RV, Papa Johns, ProBuild, Peninsula Auto Outlet, Umpqua Bank, Inn at Gig Harbor, 7 Seas Brewery, the Westside Industrial Park, the new Wilco building (Strohs), and United Rentals, as well as vacant land north of 7 Seas Brewery.

3. WHAT IS THE CURRENT RETAIL BUILDING SIZE LIMITATION? 65,000 square feet for all retail stores in the commercial zoning districts along SR 16 near the Olympic and Wollochet Interchanges. This area includes both C-1 and B-2 zoning. The 65,000 square foot limitation for the C-1 zoning district has been in place since 1996. In addition, the City Council reviewed the retail building size limitation in 2004 and did not increase the limitation.

4. WHAT IS THE PROPOSED RETAIL BUILDING SIZE? The applicant has requested that the retail building size limitation be raised to 100,000 square feet provided a conditional use permit is approved. A conditional use permit would be required for any retail building between 65,001 square feet and 100,000 square feet. A conditional use permit determines if a use because of its unusual size, special requirements, or detrimental effect on surrounding properties requires additional conditions of approval to mitigate impacts. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice of the hearing provided to neighboring property owners.

5. DOES THIS PROPOSAL AFFECT ALL BUILDING TYPES IN THE C-1 ZONING DISTRICT? No, the proposal would only affect retail stores, or as specifically called out in the zoning code "commercial buildings" which are defined as "*structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site*". Office buildings, hotels/motels, manufacturing and other uses have no building size limitation in the Westside commercial area. These buildings can be larger than 65,000 square feet. For example the MultiCare Gig Harbor Medical Park building is 98,000 square feet.

6. AREN'T RETAIL BUILDINGS IN GIG HARBOR NORTH ALLOWED TO BE LARGER THAN 65,000 SQUARE FEET? Yes, there is no retail building size limitation in the Gig Harbor North commercial area along Borgen Boulevard and Harbor Hill Drive because the zoning district (PCD-C) is different. The Target store is 130,000 square feet; the Home Depot is 110,000 square feet; and the Costco is 151,000 square feet. The Albertsons is 60,000 square feet.

7. WHAT ARE THE EXISTING LARGE RETAIL TENANT SIZES IN THE WESTSIDE COMMERCIAL AREA?

Fred Meyer Marketplace: 44,000 square feet of grocery tenant in an approximately 95,000sf structure.

QFC: 38,000 square feet of grocery tenant in an approximately 135,000sf structure.

Existing Safeway: 50,000 square feet.

New Safeway: 64,000 square feet.



COMMUNITY DEVELOPMENT DEPARTMENT

**PLANNING DEPARTMENT
STAFF REPORT**

TO: Planning Commission
FROM: Planning Staff
DATE: July 18, 2011

RE: PL-ZONE-09-0002 – Retail Building Size in the C-1 Zoning District
Public Hearing Date: July 21, 2011

I. GENERAL INFORMATION

Applicant: Jim White of WWR Properties LLC
3803 Bridgeport Way West
University Place, WA 98466

Agent: Randy Boss
PO BOX 237
Gig Harbor, WA 98335

II. APPLICANT'S REQUEST

The applicant has requested zoning code text amendment to increase the retail building size (commercial building gross floor area) in the C-1 district outside of the view basin from 65,000 square feet to 100,000 square feet provided a conditional use permit is granted. This proposal is not specific to any tenant, but would apply to all retailers anywhere in the C-1 zoning district outside the view basin.

III. APPLICABLE CODES AND POLICIES

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. In order to recommend approval of a zoning text amendment, the Planning Commission should generally consider whether the proposed amendment furthers public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (Chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). The Planning Commission is

required to hold a public hearing and make recommendation to the City Council on such amendments (GHMC 19.01.005).

A. Gig Harbor Comprehensive Plan:

The following are applicable policies from the Land Use Element of the Comprehensive Plan

Policy 2.2.3.d:

Commercial/Business Land Use Designation

Provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use (residential with commercial) may be permitted through a planned unit development process. Commercial-business activities consist of the following:

- 1) *Retail sales and services*
- 2) *Business and professional offices*
- 3) *Mini-warehousing*

Commercial areas which border residential designations or uses should use available natural features as boundaries.

- 1) *Natural features should serve as buffers, which may consist of standing timber, streams or drainage swales.*
- 2) *A minimum buffer width should be 30 feet.*
- 3) *The density and depth of the buffer should be proportional to the intensity of the use.*

Policy 3.9.3.f:

Westside Neighborhood Design Area

The Westside neighborhood design area is located south of Hunt Street and west of SR 16. The business area in the vicinity of the Olympic Drive/Point Fosdick Drive interchange serves as the primary service area for the city. This area has a vibrant mix of destination retail, medical offices, neighborhood businesses, grocery stores, multiple-family housing and retirement communities. The area experiences heavy traffic and pedestrian connections have been limited. Having developed over time, the architecture of the businesses is varied. Many of the businesses have developed with a significant number of existing trees being retained.

The Westside residential areas are characterized by suburban density subdivisions of contemporary homes built around large trees. Many homes in this area have territorial views.

B. Gig Harbor Municipal Code:

The intent of the **Commercial District (C-1)** is as follows:

A C-1 district is intended to provide for uses that, though not necessarily hazardous or offensive, are different from direct sales and services to customers or residential developments. These uses include light manufacturing, sales, storage, maintenance and processing. The regulations for a C-1 district are intended to allow the efficient use of the land while making the district attractive and compatible with a variety of uses within the district and in surrounding districts. (GHMC 17.40.010)

A “**commercial building**” is defined as:

17.04.245 Commercial building/structure.

“Commercial building/structure” refers to a type of structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site. Professional services (GHMC 17.04.680) and manufacturing (GHMC 17.04.436) are excluded from this definition.

IV. BACKGROUND INFORMATION

The current commercial (retail) building size limit of 65,000 square feet was put into effect by the City Council in 1996. In 2003, the City Council commissioned a building size analysis from Pertee Engineering for the majority of zoning districts in the city, including the C-1 district. In 2004, the Council reviewed the results of that analysis and chose not to increase the limitation for the C-1 zoning district.

In March 2009, Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted an application for a zoning code text amendment proposing a maximum 165,000 square feet commercial (retail) building size in the C-1 zoning district outside of the view basin provided a conditional use permit is granted. The Council reviewed that request in April 2009 and chose not to send the application to the Planning Commission for review. In July 2010, the application was revised to lower the requested maximum commercial (retail) building size to 100,000 square feet. At that time, the Council placed the amendment on the Planning Commission work program expecting the amendment be reviewed in 2011.

V. ENVIRONMENTAL REVIEW:

The SEPA Responsible Official received the completed environmental checklist on July 12, 2011 and has begun review. A SEPA threshold determination is expected prior to City Council review of the amendment.

The environmental checklist is enclosed as Attachment A to this staff report.

VI. STAFF/PLANNING COMMISSION ANALYSIS:

The Planning Commission held work study sessions on this text amendment on June 2nd and June 16th 2011 and requested a variety of information for their deliberation. The following is a synopsis of the information provided to the Planning Commission at those meetings with more detailed information included as attachments to this staff report as noted.

Retail vs. Nonretail Building Size Limits: The proposed amendment would only apply to commercial (retail) buildings which are defined in the City's code as a *structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site*. *The proposal would not apply to nonretail buildings.* Office buildings, hotels/motels, manufacturing and other uses have no building size limitation in the Westside commercial area. These buildings can be larger than 65,000 square feet. For example the MultiCare Gig Harbor Medical Park building is 98,000 square feet.

C-1 versus B-2 zoning development regulations: The existing commercial (retail) building size limit of 65,000 square feet applies to both the C-1 and B-2 zoning districts in the Westside neighborhood area. If the applicant's request were approved by the City Council, the limit would be raised to 100,000 square feet in only the C-1 zoning district. The Commission asked staff to analyze the difference between the zones as the majority of retail development in the Westside occurs in the B-2 zoning district. The primary difference between the zones is the intent statement and the allowed uses. In general, the C-1 zone is intended for *"uses that ... are different from direct sales and services..."*, while the B-2 is intended *"to provide areas that offer a wide range of consumer goods and services"*. The C-1 zoning district allows industrial uses and vehicle/heavy equipment sales, whereas the B-2 zoning district does not. Both zones allow general retail sales. Currently, there is no significant difference between the development standards for commercial (retail) buildings in the C-1 or B-2 zoning districts. Attachment B includes a more detailed comparison.

Potential Retail Tenants: Randy Boss, agent for the applicant, provided the Commission with a list of retailers which are currently either in Washington/Oregon or those that are interested in coming to Washington/Oregon in a size ranging from 75,000 sq ft to 125,000 sq. The list is included as Attachment C

Traffic Impacts to Olympic Drive/Point Fosdick Intersection: Because this proposed text amendment is not directly tied to a specific site or project and could apply anywhere in the C-1 zoning district in the Westside, the impacts to this intersection were not specifically analyzed. The staff analyzed whether the increase in allowed retail building size would trigger a greatly intensity of traffic generation. Because the most intense retail traffic generator (a grocery store) could locate in a 65,000sf building and a 100,000sf building, staff determined that the text amendment itself does not trigger greater traffic generation compared to current regulations. If the proposal is approved, an analysis of this intersection will be conducted based on a specific project proposal.

Existing Retail Vacancies adjacent to the Olympic Drive/Point Fosdick Intersection: As provided by the applicant as of June 2011, there is one 2,000 sq ft space at the Harbor Plaza and two vacancies at Olympic Plaza totaling 2,600 sq ft. Safeway vacancies were not included due to redevelopment

Retail Needs in the City: The Commission asked if Randy Boss could quantify the need for retailers in Gig Harbor. Randy Boss indicated that he could provide a market analysis to determine retail leakage out of Gig Harbor to Tacoma but that report would take several weeks. As of the date of this staff report that analysis has not been provided for Commission review.

Purpose of a Conditional Use Permit: The applicant has requested that the retail building size limitation be raised to 100,000 square feet provided a conditional use permit is approved. A conditional use permit would be required for any retail building between 65,001 square feet and 100,000 square feet. A conditional use permit determines if a use because of its unusual size, special requirements, or detrimental effect on surrounding properties requires additional conditions of approval to mitigate impacts. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice of the hearing provided to neighboring property owners.

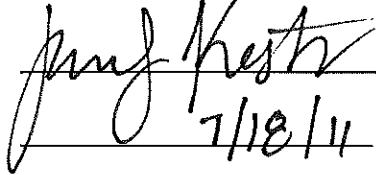
History of past retail building size analysis in the area: The issue of building size for retailers has been discussed in the public forum many times in the last twenty years. The most notable times were when Walmart was considering locating along Point Fosdick and when the Council reviewed the 2003 Building Size Analysis by Perteet. As the City limits did not include the Walmart site when it was being considered in 1995 and 1996, there are no records of City-held public hearings on the issue. However, staff was able to find some older news articles regarding Walmart in Gig Harbor (Attachment D). Regarding the 2003 Building Size Analysis, it is noted in the report that the purpose of a 65,000 retail

building size limit in the B-2 zoning district was to allow redevelopment of existing community grocery stores. The C-1 zoning district retail building size limit was not proposed to be increased; instead, the report notes that the difference between the two zones (B-2 and C-1) would be largely allowed uses.

VII. RECOMMENDATION:

Staff recommends the Planning Commission receive comments on the proposed amendment at the public hearing. After the public hearing, the Planning Commission should review the comments and prepare a recommendation to the City Council.

Project Planner: Jennifer Kester, Senior Planner



Date: 7/18/11

cc: Planning File

ENVIRONMENTAL CHECKLIST
WAC 197-11-960

Purpose of checklist:

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

TO BE COMPLETED BY APPLICANT

A. BACKGROUND

1. Name of proposed project, if applicable:

2. Applicant:

Name: W.W.R. Properties
Address: 3803 Bridgeport Way West, University Place, Wa. 98466
Phone: (253) 565-8661

3. Representative/Contact Person:

Name: Randy Boss
Address: P.O. Box 237, Gig Harbor, Wa. 98335
Phone: (253) 279-8877

OFFICIAL USE ONLY
SEPA # <u>11-0011</u>
Case # _____
Related Cases: _____
Date Received: <u>7/12/11</u>
By: <u>Cindy Andrews</u>
Submittal:
Complete <input type="checkbox"/> Incomplete <input type="checkbox"/>
Information Requested:

EVALUATION FOR
AGENCY USE ONLY

TO BE COMPLETED BY APPLICANT

4. Date checklist prepared: July, 11, 2011
5. Agency requesting checklist: City of Gig Harbor
6. Proposed timing or schedule (including phasing, if applicable):
Immediate

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
None.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
No.

10. List any government approvals or permits that will be needed for your proposal, if known.
Approval by the City Council, City of Gig Harbor, Wa.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

This is a request to allow for the increase in the maximum single building size in the C-1 zoning from the current 65,000 square feet to a maximum of 100,000 square feet with Hearing Examiner approval and conditions.

TO BE COMPLETED BY APPLICANT

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

This request would only affect the C-1 zoned properties within the Westside Business District within the City limits of Gig Harbor.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a) General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other.

- b) What is the steepest slope on the site (approximate percent slope)?
NA

- c) What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)?
If you know the classification of agricultural soils, specify them and note any prime farmland.
NA

- d) Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
NA

- e) Describe the purpose, type, and approximate quantities of any filling or grading proposed.
Indicate source of fill.
NA

- f) Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
NA

- g) About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?
NA

- h) Proposed measures to reduce or control erosion, or other impacts to the earth, if any:
NA

TO BE COMPLETED BY APPLICANT

2. Air

a) What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.
NA

b) Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
NA

c) Proposed measures to reduce or control emissions or other impacts to air, if any:
NA

3. Water

a) Surface:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.
NA

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.
NA

(3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
NA

(4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.
NA

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.
NA

TO BE COMPLETED BY APPLICANT

- (6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.
No

b) Ground:

- (1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.
No

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system is expected to serve.
NA

c) Water runoff (including stormwater):

- (1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.
NA

- (2) Could waste materials enter ground or surface waters? If so, generally describe.
NA

d) Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:
NA

4. Plants

a) Check or circle types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b) What kind and amount of vegetation will be removed or altered?
NA

c) List threatened or endangered species known to be on or near the site.
NA

TO BE COMPLETED BY APPLICANT

- e) Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: NA

5. Animals

- a) Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:
birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other:

- b) List any threatened or endangered species known to be on or near the site.
NA

- c) Is the site part of a migration route? If so, explain.
NA

- d) Proposed measures to preserve or enhance wildlife, if any:
NA

6. Energy and natural resources

- a) What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
NA

- b) Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
NA

- c) What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:
NA

7. Environmental health

- a) Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.
NA

- (1) Describe special emergency services that might be required.
NA

- (2) Proposed measures to reduce or control environmental health hazards, if any:
NA

TO BE COMPLETED BY APPLICANT

b) Noise

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? NA
- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.
NA
- (3) Proposed measures to reduce or control noise impacts, if any:
NA

8. Land and shoreline use

- a) What is the current use of the site and adjacent properties?
NA
- b) Has the site been used for agriculture? If so, describe.
NA
- c) Describe any structures on the site.
NA
- d) Will any structures be demolished? If so, what?
NA
- e) What is the current zoning classification of the site?
C-1
- f) What is the current comprehensive plan designation of the site?
C-1
- g) If applicable, what is the current shoreline master program designation of the site?
NA
- h) Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.
NA
- i) Approximately how many people would reside or work in the completed project?
NA

TO BE COMPLETED BY APPLICANT

j) Approximately how many people would the completed project displace?
NA

k) Proposed measures to avoid or reduce displacement impacts, if any:
NA

(1) Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
NA

9. Housing

a) Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
NA

b) Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
NA

c) Proposed measures to reduce or control housing impacts, if any:
NA

10. Aesthetics

a) What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
35 feet is the current height limitation for all buildings constructed within the C-1 zoning and all exteriors of all building constructed in the C-1 zone must comply with the current Design Manual for the City of Glg Harbor.

b) What views in the immediate vicinity would be altered or obstructed?
NA

c) Proposed measures to reduce or control aesthetic impacts, if any:
NA

11. Light and glare

a) What type of light or glare will the proposal produce? What time of day would it mainly occur?
NA

b) Could light or glare from the finished project be a safety hazard or interfere with views?
NA

c) What existing off-site sources of light or glare may affect your proposal?
NA

d) Proposed measures to reduce or control light and glare impacts, if any:
NA

TO BE COMPLETED BY APPLICANT

12. Recreation

- a) What designated and informal recreational opportunities are in the immediate vicinity?
NA

- b) Would the proposed project displace any existing recreational uses? If so, describe.
NA

- c) Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
NA

13. Historic and cultural preservation

- a) Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.
NA

- b) Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.
NA

- c) Proposed measures to reduce or control impacts, if any:
NA

14. Transportation

- a) Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.
NA

- b) Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?
NA

- c) How many parking spaces would the completed project have? How many would it eliminate?
NA

- c) Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).
NA

- d) Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.
NA

TO BE COMPLETED BY APPLICANT

e) How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.
NA

g) Proposed measures to reduce or control transportation impacts, if any:
NA

15. Public services

a) Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.
NO.

b) Proposed measures to reduce or control direct impacts on public services, if any.
NA

16. Utilities

a) Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

b) Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: *RB*

Date Submitted: 7-12-11

TO BE COMPLETED BY APPLICANT

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?
No additional impact beyond the currently approved 65,000 sq ft

- a) Proposed measures to avoid or reduce such increases are:
None

2. How would the proposal be likely to affect plants, animals, fish, or marine life?
No additional impact beyond the currently approved 65,000 sq ft

- a) Proposed measures to protect or conserve plants, animals, fish, or marine life are:
None

3. How would the proposal be likely to deplete energy or natural resources?
No additional impact beyond the currently approved 65,000 sq ft

- a) Proposed measures to protect or conserve energy and natural resources are:
None

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?
No additional impact beyond the currently approved 65,000 sq ft

- a) Proposed measures to protect such resources or to avoid or reduce impacts are:
None

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?
No additional impact beyond the currently approved 65,000 sq ft

TO BE COMPLETED BY APPLICANT

EVALUATION
AGENCY USE ONLY

a) Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

No additional impact beyond the currently approved 65,000 sq ft

a) Proposed measures to reduce or respond to such demand(s) are:

None

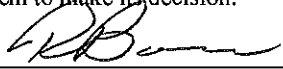
7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

No additional impact beyond the currently approved 65,000 sq ft

E. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:



Date Submitted:

7-12-11

C-1 versus B-2 zoning regulations

The proposed amendment would increase the allowed gross floor area of commercial buildings in the C-1 zoning district from 65,000sf to 100,000sf if a conditional use permit is obtained.

17.04.245 Commercial building/structure.

“Commercial building/structure” refers to a type of structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site. Professional services (GHMC 17.04.680) and manufacturing (GHMC 17.04.436) are excluded from this definition.

Intent of the C-1 District

A C-1 district is intended to provide for uses that, though not necessarily hazardous or offensive, are different from direct sales and services to customers or residential developments. These uses include light manufacturing, sales, storage, maintenance and processing. The regulations for a C-1 district are intended to allow the efficient use of the land while making the district attractive and compatible with a variety of uses within the district and in surrounding districts. 17.40.010

Intent of the B-2 District:

The purpose of the B-2 district is to provide areas that offer a wide range of consumer goods and services. It is further intended to group buildings and business establishments in a manner that creates convenient, attractive and safe development. The products and services shall primarily be for sale on the premises only. All business shall be conducted within enclosed buildings, except for approved outdoor storage, display and dining areas. 17.36.010

Development Regulation Comparison

	C-1	B-2
Maximum Retail GFA on Westside	65,000sf	65,000sf
Req'd Building Separation	20 feet	20 feet
Max. Impervious Surface	80 percent	70 percent
Standard Setbacks	As determined by site plan process	5 feet to 20 feet
Maximum Height	35 feet	35 feet

Use Comparison

The C-1 zone allows all the same uses as the B-2 zone, plus the following:

- Assisted Living Facilities (CUP)
- Schools (CUP)
- House of religious worship (CUP)
- Product Services, Level 2 (outright; vehicle and boat repair, large appliance repair, etc.)
- Sales, Level 2 and 3 (outright; vehicle, heavy equipment, bulk building supply sales, etc)
- Commercial child care (outright)
- Animal Kennels
- Marine Sales and Service and Marine Boat Sales (outright)
- Industrial Level 1 (B-2 requires CUP, C-1 does not)
- Industrial Level 2 (outright)

Below you will also find a list of retailers provided by Randy Boss which are **New Business - 2** currently either in Washington/Oregon or those that are interested in coming **Page 80 of 164** Washington/Oregon in a size ranging from 75,000 sq ft to 125,000 sq ft.

Retailer Name

24 Hour Fitness Ultra-Sport

Bass Pro Shops Outdoor World / Sportsman's Center

Bed Bath & Beyond

Burlington Coat Factory

Cabela's

Cinemark USA

Costco Wholesale

Dick's Sporting Goods

Edwards Theatres

Fred Meyer Stores

Fry's Electronics

Gander Mountain Company

Garden Ridge

Great Escape Theatres

Haggen Food & Pharmacy

Home Depot

JCPenney

Kmart

Kohl's

Life Time Fitness

Lowe's

Malco Theatres

Mr. Clean Car Wash

Regal Cinemas

Sam's Club

Sears

Shopko, Shopko Express RX

Target

Theatres Acquisitions

Toys 'R' Us / Babies 'R' Us

United Artists Theatres

VillaSport Athletic Club and Spa

Wal-Mart

Whole Foods Market

Winco Foods

Worldwide Sportsman

From the Puget Sound Business Journal:
<http://www.bizjournals.com/seattle/stories/1996/08/26/editorial1.html>

Editorial

Gig Harbor just says 'no' to Wal-Mart, and it won't be the last

Puget Sound Business Journal - by Donald R. Nelson

Date: Sunday, August 25, 1996, 9:00pm PDT

Gig Harbor residents' resistance to a proposed **Wal-Mart** superstore may seem surprising and nonsensical, given that many communities are desperately chasing just about any kind of economic development and the employment it brings.

But increasingly, well-established small towns like Gig Harbor are making decisions that reflect the importance of community character over jobs at any cost.

Wal-Mart recently lost its option on a Gig Harbor site where it hoped to build a 133,000-square-foot store. The proposal was hotly contested for the past couple of years by a community group called the Peninsula Neighborhood Association. The company still wants to build in the area, but the fate of the debated site -- which does not have the necessary development permits -- is now uncertain.

The world's largest retailer promised a couple of hundred jobs and a high-volume destination point. But many in Gig Harbor weren't impressed with the jobs -- many of which would be low-wage and part-time. And residents of the charming Pierce County town, noted for its waterfront shops and pleasant residential areas, didn't like the idea of its already-crowded streets being clogged with even more retail traffic.

Those objections may not seem to make good business sense. But this isn't a case of government being anti-business -- this is an instance of some businesses being wary of another business. A major reason for Gig Harbor's reluctance is clearly business-driven -- that is, support for the continuing prosperity of its existing small-retail community. Wal-Mart opponents have argued that the community should protect those business people who already have made a commitment to Gig Harbor.

That's a laudable stance, and local merchants are surely grateful. However, in an ideal world, it should never be government's role to ensure any business' survival or profitability. The capitalist system theoretically is about competition, and the open marketplace is supposed to decide who makes it and who doesn't.

Of course, only purists can make that argument anymore, given the billions in federal

welfare doled out to corporate America, the shoring up of entire industries as a matter of policy, and the tax giveaways that states are ready to fling at any manufacturer.

Small towns are beginning to resist Wal-Mart because they fear the huge retailer skews the open marketplace too much. Wal-Mart has a reputation -- probably exaggerated, but with some foundation -- of being predatory in smaller markets, driving out existing retailers who can't match its prices or variety.

Wal-Mart's defenders argue that its arrival simply sharpens competition, and forces marginal operators to focus on better service, more aggressive marketing and competitive pricing. Wal-Mart benefits communities in many ways, its supporters point out.

Gig Harbor's so-what attitude may smack of arrogant indifference to growth, and the current resistance to Wal-Mart ultimately may prove futile. Some marketplace forces are overwhelming. Still, we can expect to see more communities -- the ones that can afford to, at least -- make similar stands.

Stopping the Big Boxes

Eighty-six communities across the US have stopped Wal-Mart, K-Mart, and other big box retailers from locating in their town. Here's how they did it.

by Doug Pibel

posted Jun 30, 1999

From Vermont to Florida, South Carolina to California, Idaho to Iowa, 86 communities across America have stopped big box retailers – Wal-Mart, K-Mart, and the like – from locating in their towns.

But why ever would anyone want to do that? In his autobiography, Wal-Mart CEO Sam Walton says that Wal-Mart would never go to a town that didn't want it. He says there are plenty of places just pining for the low-priced mountains of stuff that Wal-Mart offers. Who could object to getting in a small town the one-stop convenience and deep discounts city folks get to enjoy?

In Gig Harbor, Washington, the answer is: the 14,000 people who signed an anti-Wal-Mart petition, that's who. If you ask small town folks like those in Gig Harbor (which the big box guys never seem to do), lots of them don't think an enormous concrete cube surrounded by acres of asphalt is much of an aesthetic addition.

But, you say, that's a small price to pay. You only suffer the aesthetic affront as you drive in and out of town. True enough, except, once Wal-Mart has been in town for a few years, you'll suffer the aesthetic affront of driving through a downtown that's filled with empty buildings where the pharmacy, dry-goods, variety, and hardware stores that it drove out of business used to be. Because Wal-Mart, according to the late Mr. Walton, comes to town to compete. Walton talks about Wal-Mart's policy of saturating regions, and in areas where it's achieved saturation, it's now taking the next step – opening regional "Superstores," which offer groceries, auto repair, and other services, and closing their smaller stores in surrounding towns.

So, once Wal-Mart has changed you to a one-store town, you may get lucky and become the location of the new Superstore for your area. Or you may be like a growing number of little towns, which, after loyally pumping their retail dollars into Wal-Mart, discover that the town 30 miles down the road got the Superstore, and they get an empty big box on the edge of town to go with all the empty stores where downtown used to be. According to Sprawl-Busters, an anti-big-box organization run by Al Norman, there are now nearly 200 dead Wal-Mart discount stores. But, hey, Wal-Mart makes your retail dollar go further, and Wal-Mart brings jobs to town. Or does it?

If you're tempted by those low, low prices, consider how much you will really save. Sam Walton thought Wal-Mart's nay-sayers were just living in the past, trying to treat small-town merchants "like they were whales or whooping cranes or something that has the right to be protected." But

when you spend a dollar at a Wal-Mart, that dollar is on its way to the Bentonville, Arkansas, corporate headquarters the next day. When you spend that dollar at a local store, it gets deposited in a local bank, and spent again in the community a couple more times. That generates local taxes, which are spent on local needs. It produces larger reserves for local banks, who are often the engines of local prosperity.

All those jobs Wal-Mart creates? For one thing, most of them aren't anyone's idea of prosperity. And they aren't new jobs. Wal-Mart doesn't bring anything to a community that wasn't already there; it takes its business from the existing retailers. There may be a moment when there are more jobs in town, but that lasts only until the small stores begin to close. Since Wal-Mart is replacing full-service stores with its self-service model, the net result to a community is a loss of jobs, about 1.5 for every Wal-Mart employee, according to Sprawl-Busters.

Keeping the corporate juggernaut out

What can you do if Wal-Mart, or one of the other big boxes targets your town? Wal-Mart is the world's largest retailer, it's worth billions, and it's not shy about using a bunch of that money to build where it wants to. Can real people stop a corporate juggernaut? They can, and they have.

The veterans of the big-box battles agree that the keys to winning are organization and persistence, the same tools that Wal-Mart uses. Al Norman led one of the first successful anti-Wal-Mart campaigns in Greenfield, Massachusetts. He says, "Citizens should understand that this is just like a political campaign. You have to work until the campaign is over. It requires good organization, delegation of labor, and constant attention."

Although that may sound daunting, it's not, because all battles against big box retailers are local battles. You and your neighbors don't have to convince the governor. Your job is to educate the mayor, the city council, and the planning commission. Those are all people from your town, and they're all people who know that your vote counts.

Your biggest advantage is that once a few people start questioning the wisdom of having a big box locate in your town, communities rally. Take a page from Sam Walton's book. He fondly remembers the early days of Wal-Mart, when they opened their stores with circus-like fanfare. Do the same in your town, but for the opposite reason. The Peninsula Neighborhood Association (PNA) stopped Wal-Mart from building in Gig Harbor, population 7,000, in part through home-town style fundraisers – bake sales, rummage sales, dances, auctions. They had floats in local parades. "It was a community-building process. We came together for a good reason, and it was fun," says PNA's Becca Townsend.

The PNA took its 14,000 petition signatures, copied them onto red paper and, when Wal-Mart representatives came to town for a Planning Commission hearing, "rolled out the red carpet."

Townsend emphasizes two points for building community support: communication and empowerment. She believes it's critical to have a stable, accessible place for people to get information. The PNA already had an office when their Wal-Mart fight began. For a new organization, you need no more than a person with a phone and the willingness to answer calls.

The most important information to get out is, "It's not a done deal. You can make a difference," Townsend says.

Once you've got community support, use it. "Real people fight corporate giant" is good copy. Make sure your local media know who you are and what you're doing.

Most importantly, use public support for what it is: political power. People can hate the idea of a big box in your town all they want, but the yea or nay will come from local politicians. Pack any hearings on zoning requests or public funding. Make sure your voice is heard.

Al Norman says you will need legal counsel. Zoning matters are legal proceedings; trying to learn procedure on the fly is asking for trouble. The PNA found that once it hired a few experts, it had developers, engineers, professors, and other professionals stepping forward to volunteer their time.

Wal-Mart likes to sneak into town. You won't see rezoning applications for Wal-Mart; you'll see a real-estate developer seeking rezoning for an unnamed client. Norman says, "By the time Wal-Mart is visible, it's usually been around for months." Sometimes, as in Ithaca, NY, it's been around getting land rezoned without required public hearings.

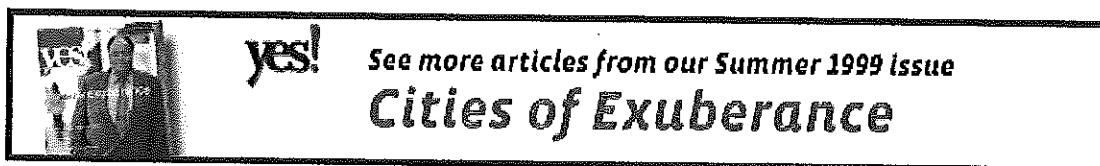
The best way to keep big box retail out of your community is to zone it out before it thinks about coming. Norman points out that most comprehensive plans and zoning regulations were enacted when big box retailing was but a gleam in Sam Walton's eye. No one thought of setting size limits or requiring traffic and environmental studies when the biggest retail establishment anyone could think of was a supermarket. Norman suggests that citizens review their town's comprehensive plan and work on changing it before the big box begins shopping for land.

If you think you don't need to do that because your town's too small to be a target, consider this: Wal-Mart thought it would be a good idea to put up a 155,000 square foot store in Tijeras, New Mexico, population 320. If you live in a town in America, you live in a potential Wal-Mart town.

The thought of opposing big box retail is relatively new. For years, even those who thought acres of parking surrounding a huge store was a bad idea felt that resistance was futile. It's not, and real people are showing that there is nothing inevitable about a country filled with towns ringed by superstores and dead at the center.

Doug Pibe is a frequent contributor to *YES!*

For more information on how to keep big boxes out of your town, contact *Sprawl-Busters*, 21 Grinnell St, Greenfield, MA 01301; 413/772-6289; E-mail: info@sprawl-busters.com. The Peninsula Neighborhood Association can be reached at P.O. Box 507, Gig Harbor, WA 98335; 235/858-3400; E-mail: pna@harbornet.com. For more information on what Wal-Mart is and does, read *How Wal-Mart is Destroying America*, by Bill Quinn (Ten Speed Press, 1998), and see our review in *YES!* #8, Winter 1998/1999.



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COMMUNITY DEVELOPMENT DEPARTMENT

**PLANNING DEPARTMENT
STAFF REPORT - SUPPLEMENT**

TO: Planning Commission
FROM: Planning Staff
DATE: July 21, 2011

RE: PL-ZONE-09-0002 – Retail Building Size in the C-1 Zoning District
Public Hearing Date: July 21, 2011

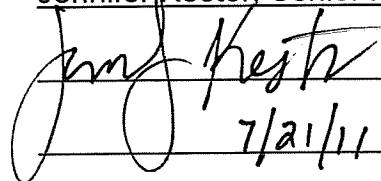
Some questions have been asked related to the retail tenant building sizes that were listed on the public notice for the hearing and were included in your packet for the June 16th work-study session. This supplement is intended to answer those questions to provide more clarity on what the numbers meant.

None of the large grocery stores in the vicinity of the Olympic Interchange are stand-alone tenants. Smaller retail spaces are connected to the large grocery stores thereby creating “commercial gross floor area” structures which exceed the square footage listed in the previously provided materials. I have updated those numbers to show both the grocery store tenant size and the size of the structure including all attached retail shops. It is important to note that none of these shopping centers were permitted or built under the City’s current regulations. Only the new Safeway and Uptown retail shopping centers meet the current retail size limitations. The other shopping centers, and their primary retail buildings, are considered legal nonconforming buildings by the City code. They are allowed to remain, but could not be intentionally destroyed and rebuilt.

Fred Meyer Marketplace: 44,000sf grocery tenant; ~95,000sf structure
QFC: 38,000sf grocery tenant; ~135,000sf structure
Existing Safeway: 50,000sf grocery tenant; ~67,000sf structure
New Safeway: 64,000 square feet of total structure

Project Planner: Jennifer Kester, Senior Planner

Date:



cc: Planning File

Public Comments

Chronological Order from oldest to newest

From: Dolan, Tom
Sent: Wednesday, July 13, 2011 12:21 PM
To: Kester, Jennifer
Subject: FW: Protesting amends to Building Sizes

Follow Up Flag: Follow up
Flag Status: Flagged

Jenn - FYI

Tom Dolan

From: Barbara527@aol.com [mailto:Barbara527@aol.com]
Sent: Wednesday, July 13, 2011 12:03 PM
To: Dolan, Tom
Subject: Protesting amends to Building Sizes

I am Barbara Simon @30 Pt Fosdick Dr NW. We don't get a vote even tho I had asked Mark Hoppen years ago to allow our neighborhood to be annexed to the city for voting privileges and sewers and hopefully water service.

Never the less, I do hope you listen to my voice:

We are deeply impacted by the proposition of additional Big Box stores in the 46 acre area of the westside. The traffic is all ready horrific.

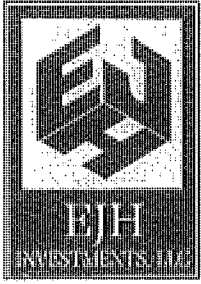
We have lived here nearly 18 years and most of the people I know who moved here came because the area of Gig Harbor represented everything that was NOT urban. The Peninsula can never be restored to its rare beauty and sense of nature once urbanization continues to call forth more business, more traffic, and more of everything based on "more jobs, more revenue for the city and more discount shopping" (based on Randy Boss's argument for new building codes).

I am not an easy critic of change but not all change is good. I was actively involved in Pierce County activities for years and was even given a day named after me in 1994 for my good judgement and leadership. My husband and brothers owned a large industrial business for many years and are greatly respected in the community.

I wish I could think of a wonderful quote but the best I can come up with is, "Perhaps what IS, is good enough. Bigger isn't necessarily better."

Yours sincerely,
Barbara Simon
Barbara527@aol.com

New Business - 2
Page 90 of 164



Executive Offices
Gig Harbor Corporate Center
4423 Pt. Fosdick Drive, Suite 100
Gig Harbor, WA 98335
Phone: 253 . 851 . 2008
Fax: 253 . 851 . 2503

July 14, 2011

Mr. Tom Dolan
Gig Harbor Planning Director
Gig Harbor, WA

Dear Tom:

I am the owner of the Gig Harbor Corporate Center at 4423 Pt. Fosdick Drive. I am writing to express my opinion regarding the proposed text amendment to GHMC Chapter 17.40 that would allow the construction of a 100,000 square foot retail box store or super-store on the 46-acre Olympic Towne Center site just north of the intersection of Point Fosdick and Olympic Drive.

Although I would support another development like Uptown or Safeway Center for that site, I think that construction of 100,000 square foot box stores there would be out of character and disproportionate in size when compared to all the other retail developments and stores in the Point Fosdick/Olympic Drive area. I love the smaller village-type feel of the Uptown and new Safeway Center developments in particular. I believe large box stores or multiple box stores in the same area would destroy the upper village atmosphere that many of us have encouraged and supported over the years.

In the late '90s two separate big box developments were proposed for the properties on which Uptown and the MultiCare building were built. Both proposals were denied, due in part to the overwhelming opposition of the residents in nearby neighborhoods. Since that time the developments that have occurred in this area have all complied with the 65,000 square foot size limitation. Those developments have been successful and the residents have supported them. To permit the last commercial site in this area to be developed with big box stores would be counter to the decisions made ten years ago, would be out of character with all existing retail developments, and would be unfair to the residents and other developers who have relied upon the existing zoning requirements in the belief that they would be consistently applied in the Point Fosdick/Olympic Drive area.

Sincerely,

EVIE LYNN

EL:ddm

cc: Jennifer Kester
City Council Members

From: Michael Desmarteau [mdesmarteau@northpacificdesign.com]
Sent: Thursday, July 14, 2011 2:46 PM
To: Kester, Jennifer
Subject: Retail Building size in C-1 Zone

Jennifer,

I saw the notice on the planning commission meeting, so thought I would give you my comments here. This comes from me as a Gig Harbor resident, not as an architect.

My main concern (that is shared by many of my associates) is the impact to traffic at the Pt. Fosdick/Olympic intersection.

I realize that traffic impact analysis would dictate improvements, but I suspect that intersection is in need of major work, especially with the super Safeway coming.

I am unsure of the city plan to rectify that, but it is hard to imagine there is space to do much improvement. I imagine this will be a point of discussion at the meeting, but hope that the city will be sensitive to the problem currently there, and how much worse it could get.

My other comment as a resident (on the other side of the code change being discussed) - we would love to see a full Fred Meyer type of facility.

We feel that is a gap in GH.

Anyway thanks for opening this up to public and good luck on the meeting.

Regards,

Michael Desmarteau
North Pacific Design/Rush Companies
Principal Architect
2727 Hollycroft, Suite 410
Gig Harbor, WA 98335
253-858-8204 Office
253-858-3188 Fax
www.rushcommercial.com
www.rushcustomhomes.com

Kester, Jennifer

From: Karleen [karleenpurvis@gmail.com]
Sent: Saturday, July 16, 2011 1:55 PM
To: Kester, Jennifer
Subject: PL-ZONE-09-0002

My request to the City Council is to answer this zoning change with NO, HELL NO!

We have Gig Harbor North for a reason.

The intersection at Pt. Fosdick and Olympic Drive is maxed even with the promises made to accommodate the new Safeway, Kohl's etc expansion. I sometimes see 2 to 3 cars go through red lights in that intersection to avoid the wait. Do we really want to look like Martin Way in Lacey?

Karleen Purvis
290 Shorewood Ct.
Fox Island, WA 98333
253 549-2801
karleenpurvis@gmail.com

From: Sam Goodwill

July 17, 2011 **New Business - 2**
Page 94 of 164

Subj: Do Not Approve Increasing C-1 Zoning Retail Building Size

To: City of Gig Harbor Planning Commission
CC: Gig Harbor City Council
CC: Mayor Chuck Hunter

I am against the proposal to increase the building size of retail buildings in the Gig Harbor C-1 zone to 100,000 square feet, approximately the size of the Home Depot in Gig Harbor North.

I am not anti-growth. I appreciate being able to spend my money on the Gig Harbor side of the Narrows Bridge, keeping jobs and tax dollars in our city. I am very skeptical of this new proposal and question who it is really good for as it is supported by real estate broker and political candidate Randy Boss. He is also touting this proposal on his election web page and would apparently gain both personally and politically from its approval. Mixing personal financial or political gain with public interest doesn't pass my smell test.

Mr. Boss contends there is no place else to build "box" stores in Gig Harbor. I disagree. There is apparently only no place else that Mr. Boss would likely prosper. Gig Harbor North was designed for large box stores so why would he not build there, unless those developers and property owners are not represented by Mr. Boss? The new Safeway and Up Town developers had to comply with the current 65,000 square foot limits which are suitable for this area next to several residential areas. Mayor Hunter was quoted saying "many" people don't like current design and building limits. I disagree and think it is only developers who have no stake in preserving our community character don't like the restrictions. The West Side business district has always been planned as a local service area with Gig Harbor North would be the regional services area. If Fred Meyer wants to build a Super Store, as Mr. Boss contends, they should look there. Though Mr. Boss uses a Super Fred Meyer as his example of the retail building to be built, there is no specific wording to that effect in the proposal. Virtually any retail commercial building of the "Home Depot" size would be permitted – right along the freeway and in an area already congested with traffic.

Anybody who transits the roads near SR-16, Point Fosdick and Olympic knows of the current congestion. What will happen to traffic south of the area along Point Fosdick through several residential area and near a school? Do we want or need another Gig Harbor North in that area? Do we want Gig Harbor and the West Side to become another South Center? Is that why we moved to Gig Harbor? I say the Up Town and Gig Harbor North are uniquely suited for their own retail purposes and customers go there for different reasons.

I remind the city there is more to Gig Harbor than the downtown view bowl that needs protecting if we are going to preserve the charm and character of OUR community. The tax dollars that improve the city infrastructure and the view bowl, like Donkey Creek and Skansie Park come largely from developments like Gig Harbor North and Up Town at the expense of the quality of life of current residents in those areas. A higher percentage of tax dollars needs to remain in the areas most impacted by their collection.

Keep the big box stores in Gig Harbor North and do not approve increasing retail building size in the C-1 zoning district. Thank you for your time and consideration. Please feel free to contact me any time.

Respectfully

David S. "Sam" Goodwill

sam.goodwill@comcast.net

(253) 209-0201

2805 41st St NW
Gig Harbor, WA 98335

From: Goodwill, Sam [sam.goodwill@boeing.com]
Sent: Sunday, July 17, 2011 4:47 PM
To: 'paulkadzik@comcast.net'; 'sam.goodwill@comcast.net'; Young, Derek; Payne, Tim; Ekberg, Steve; Franich, Jim; Malich, Ken; Conan, Paul; Hunter, Chuck; Dolan, Tom; Andrews, Cindy
Subject: Re: NO Increase of C-1 Retail Building Size

I also believe that if agreements or rules need to be amended that I, and hopefully the general public, would prefer additional box stores in the evolving environment of GHN where the public and residents moving there expect those size buildings rather than forever changing the character and intended use of established areas.

I know the idea of mixing residential and (local size) retail is popular. I would walk or ride my bike to UpTown to have a meal, see a movie or buy a loaf of bread if the city would install sidewalks and lighting along an already, and certain to become more so, busy stretch of Point Fosdick. I don't buy the same rationale for box store location as I have yet to see anybody with six bags of groceries or a dishwasher in the basket on their Schwinn.

Again, thanks for your time and consideration.

Captain Sam Goodwill
Safety Pilot
The Boeing Company
(206) 422-4756

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

From: Paul Kadzik [mailto:paulkadzik@comcast.net]
Sent: Tuesday, July 19, 2011 04:10 PM
To: Sam Goodwill <sam.goodwill@comcast.net>; 'Young, Derek' <Youngd@cityofgigharbor.net>; tpayne@ema-inc.com <tpayne@ema-inc.com>; EkbergS@cityofgigharbor.net <EkbergS@cityofgigharbor.net>; FranichJ@cityofgigharbor.net <FranichJ@cityofgigharbor.net>; MalichK@cityofgigharbor.net <MalichK@cityofgigharbor.net>; ConanP@cityofgigharbor.net <ConanP@cityofgigharbor.net>; hunterc@cityofgigharbor.net <hunterc@cityofgigharbor.net>; dolant@cityofgigharbor.net <dolant@cityofgigharbor.net>; andrewsc@cityofgigharbor.net <andrewsc@cityofgigharbor.net>
Cc: Goodwill, Sam
Subject: Re: NO Increase of C-1 Retail Building Size

Dear Mr. Goodwell,

Thank you for your input on the proposed changes to the zoning code. I do not disagree with you, but feel I must correct a common misperception about Gig Harbor North (GHN).

You are right that the GHN area was originally slated for any "Big Box" growth within the city limits, but the percentage of the total acreage in the GHN annexation that was allotted to commercial retail space was limited. The idea being that the city wanted a mix of uses throughout the GHN area and did not want it to be dominated by only retail. The total allotment was used up prior to Costco coming in, but because of public input in favor of Costco, the original annexation agreement was amended to allow for a increased percentage of acreage for retail. As part of that revised agreement the developers are obligated to provide a retail "Village Center" across from Costco on the Harbor Hill Dr / Borgan Blvd. intersection. This will allow for some new smaller scale retail. Any further retail development, especially of the big box variety, would have to go through a process similar to that which the Fred Meyer developers are now going through for the Point Fosdick area.

Again thank you for your input. It is feedback like yours that will help in making the decision. I encourage you to testify before the Planning Commission when they have their Public Hearings on the proposal.

Paul Kadzik
Gig Harbor City Council

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

From: "Sam Goodwill" <sam.goodwill@comcast.net>
To: "'Young, Derek'" <Youngd@cityofgigharbor.net>; <tpayne@ema-inc.com>;
<EkbergS@cityofgigharbor.net>; <FranichJ@cityofgigharbor.net>;
<MalichK@cityofgigharbor.net>; <ConanP@cityofgigharbor.net>; <paulkadzik@comcast.net>;
<hunterc@cityofgigharbor.net>; <dolant@cityofgigharbor.net>;
<andrewsc@cityofgigharbor.net>
Cc: <sam.goodwill@boeing.com>
Sent: Sunday, July 17, 2011 3:35 PM
Subject: NO Increase of C-1 Retail Building Size

> Please read this email and attached corresponding document expressing
> my disapproval of the proposal to increase retail building size in the
> C-1 Zone.

>
> From: Sam Goodwill July
> 17, 2011

> Subj: Do Not Approve Increasing C-1 Zoning Retail Building Size

>
> To: City of Gig Harbor Planning Commission
> CC: Gig Harbor City Council
> CC: Mayor Chuck Hunter

>
> I am against the proposal to increase the building size of retail
> buildings in the Gig Harbor C-1 zone to 100,000 square feet,
> approximately the size of the Home Depot in Gig Harbor North.

>
> I am not anti-growth. I appreciate being able to spend my money on the
> Gig Harbor side of the Narrows Bridge, keeping jobs and tax dollars in
> our city.

> I am very skeptical of this new proposal and question who it is really
> good for as it is supported by real estate broker and political
> candidate Randy Boss. He is also touting this proposal on his
> election web page and would apparently gain both personally and
> politically from its approval. Mixing personal financial or political
> gain with public interest doesn't pass my smell test.

>
> Mr. Boss contends there is no place else to build "box" stores in Gig
> Harbor. I disagree. There is apparently only no place else that Mr.
> Boss would likely prosper. Gig Harbor North was designed for large
> box stores so why would he not build there, unless those developers
> and property owners are not represented by Mr. Boss? The new Safeway
> and Up Town developers had to comply with the current 65,000 square
> foot limits which are suitable for this area next to several
> residential areas. Mayor Hunter was quoted saying "many" people don't
> like current design and building limits. I disagree and think it is
> only developers who have no stake in preserving our community
> character don't like the restrictions. The West Side business district
> has always been planned as a local service area with Gig Harbor North
> would be the regional services area. If Fred Meyer wants to build a
> Super Store, as Mr. Boss contends, they should look there. Though Mr.
> Boss uses a Super Fred Meyer as his example of the retail building to
> be built, there is no specific wording to that effect in the proposal.
> Virtually any retail commercial building of the "Home Depot" size
> would be permitted - right along the freeway and in an area already congested with
> traffic.

>
> Anybody who transits the roads near SR-16, Point Fosdick and Olympic
> knows of the current congestion. What will happen to traffic south of
> the area along Point Fosdick through several residential areas and near a school?
> Do
> we want or need another Gig Harbor North in that area? Do we want Gig
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> we moved to Gig Harbor? I say the Up Town and Gig Harbor North are
> uniquely suited for their own retail purposes and customers go there
> for different reasons.
>
> I remind the city there is more to Gig Harbor than the downtown view
> bowl that needs protecting if we are going to preserve the charm and
> character of OUR community. The tax dollars that improve the city
> infrastructure and the view bowl, like Donkey Creek and Skansie Park
> come largely from developments like Gig Harbor North and Up Town at
> the expense of the quality of life of current residents in those
> areas. A higher percentage of tax dollars needs to remain in the
> areas most impacted by their collection.
>
> Keep the big box stores in Gig Harbor North and do not approve
> increasing retail building size in the C-1 zoning district. Thank you
> for your time and consideration. Please feel free to contact me any time.
>
>
> Respectfully
>
> David S.
> "Sam" Goodwill
>
>
> sam.goodwill@comcast.net
>
> (253)
> 209-0201
>
> 2805 41st St
> NW
> Gig Harbor,
> WA 98335
>

Kester, Jennifer

From: paul.thorpe@comcast.net
Sent: Sunday, July 17, 2011 7:17 PM
To: Kester, Jennifer
Subject: Proposed C-1 Zoning change

Jennifer,

I have a prior commitment that prevents my attendance at the hearing on this proposal. Here is my take on this proposal:

I don't see how the Planning Commission could entertain a proposal to allow another traffic magnet on the intersection of Olympic and Pt. Fosdick. As it is, the intersection is virtually gridlocked every weekday afternoon. Traffic exiting westbound SR 16 comes to a halt halfway up the ramp. It can take 10 minutes to get through the intersection of Olympic and Pt. Fosdick. The situation is nearly as bad for traffic headed east on Olympic trying to cross SR 16 to get to Olympic Village or Soundview to go downtown. Traffic routinely backs up past QFC and it can take multiple signal cycles to cross Pt. Fosdick. This is WalMart all over again.

If Fred Meyer wants a big box store, let them go to Gig Harbor North with the rest of the big boxes.

Thank you for listening.

Paul Thorpe
8320 72nd Ave NW
Gig Harbor, WA 98332-6729

Kester, Jennifer

From: Andrews, Cindy
Sent: Monday, July 18, 2011 7:59 AM
To: Kester, Jennifer
Subject: FW: amendment

Cindy Andrews
Community Development Assistant
City of Gig Harbor Planning Department
(253) 851-6170
andrewsc@cityofgigharbor.net

From: Wendy Post [mailto:wendypost829@gmail.com]
Sent: Saturday, July 16, 2011 9:20 AM
To: Andrews, Cindy
Subject: amendment

Dear members of the Gig Harbor Planning Commission - We are unable to attend the public meeting this week to discuss "one more box store".

We support allowing Fred Meyer Corporation building a full service store on Pt Fosdick.

Wendy Post
Dirk Post

Dolan, Tom

From: Paul Kadzik [paulkadzik@comcast.net]
Sent: Tuesday, July 19, 2011 5:46 PM
To: Jeff Lang; 'Sam Goodwill'; Young, Derek; Payne, Tim; Ekberg, Steve; Franich, Jim; Malich, Ken; Conan, Paul; Hunter, Chuck; Dolan, Tom; Andrews, Cindy
Cc: sam.goodwill@boeing.com
Subject: Re: NO Increase of C-1 Retail Building Size

Dear Mr. Lang,

Thank you for your comments on the proposed development in the Point Fosdick area. I would encourage you and your friends to testify before the Planning Commission on this matter when they hold their Public Hearings. That is the most effective way to have your opinion heard and taken into account. I know from past experience as a Planning Commissioner that the public can be very influential in matters such as this.

I would like to correct the assumption, implied in your email, that decisions such as these are greatly influenced by considerations of tax revenues. That is emphatically not the case. I have been involved with the planning process in the city since 1994, first with the Planning Commission and currently with the City Council, and I have yet to see the issue of potential tax revenues play a role in the decision making process. Everyone whom I have worked with in those 17 years has placed the interests of the citizens of Gig Harbor and maintenance of our small town character well ahead of any anticipated tax gain.

I also want to thank you for your input on Donkey Creek Park. The council will be discussing this project on July 25th and I encourage you to attend and express your opinion.

Times and dates of meetings concerning both these issues can be found with the link to the city's website below.

<http://www.cityofgigharbor.net/events.php>

Again I thank you for your input.

Paul Kadzik
Gig Harbor City Council

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

From: "Jeff Lang" <jefflang76@gmail.com>
To: "'Sam Goodwill'" <sam.goodwill@comcast.net>; "'Young, Derek'" <Youngd@cityofgigharbor.net>; <tpayne@ema-inc.com>; <EkbergS@cityofgigharbor.net>; <FranichJ@cityofgigharbor.net>; <MalichK@cityofgigharbor.net>; <ConanP@cityofgigharbor.net>; <paulkadzik@comcast.net>; <hunterc@cityofgigharbor.net>; <dolant@cityofgigharbor.net>; <andrewsc@cityofgigharbor.net>
Cc: <sam.goodwill@boeing.com>
Sent: Sunday, July 17, 2011 4:16 PM
Subject: RE: NO Increase of C-1 Retail Building Size

> Hello Gentlemen,
> I and many of my friends also oppose this excessive development.
> Let's keep Gig Harbor a charming town instead of turning it into an
> Oxnard. We have everything we need with G H N and the current
> services. We don't want huge retail buildings smothering our town and
> snarling up traffic. I know the almighty taxes are sooooo important,
> but so is the livelihood of our community.
> We also want the full blown plans for Donkey Creek not the scaled
> down version. Let "common sense" be your guide.
> Mr Jeff Lang
>
> -----Original Message-----

> From: Sam Goodwill [mailto:sam.goodwill@comcast.net]
> Sent: Sunday, July 17, 2011 3:36 PM
> To: 'Young, Derek'; tpayne@ema-inc.com; EkbergS@cityofgigharbor.net;
> FranichJ@cityofgigharbor.net; MalichK@cityofgigharbor.net;
> ConanP@cityofgigharbor.net; paulkadzic@comcast.net;
> hunterc@cityofgigharbor.net; dolant@cityofgigharbor.net;
> andrewsc@cityofgigharbor.net
> Cc: sam.goodwill@boeing.com
> Subject: NO Increase of C-1 Retail Building Size

>
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> C-1 Zone.

>
> From: Sam Goodwill July
> 17, 2011

>
> Subj: Do Not Approve Increasing C-1 Zoning Retail Building Size

>
> To: City of Gig Harbor Planning Commission
> CC: Gig Harbor City Council
> CC: Mayor Chuck Hunter

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> election web page and would apparently gain both personally and
> politically from its approval. Mixing personal financial or political
> gain with public interest doesn't pass my smell test.

>
> Mr. Boss contends there is no place else to build "box" stores in Gig
> Harbor. I disagree. There is apparently only no place else that Mr.
> Boss would likely prosper. Gig Harbor North was designed for large
> box stores so why would he not build there, unless those developers
> and property owners are not represented by Mr. Boss? The new Safeway
> and Up Town developers had to comply with the current 65,000 square
> foot limits which are suitable for this area next to several
> residential areas. Mayor Hunter was quoted saying "many" people don't
> like current design and building limits. I disagree and think it is
> only developers who have no stake in preserving our community
> character don't like the restrictions. The West Side business district
> has always been planned as a local service area with Gig Harbor North
> would be the regional services area. If Fred Meyer wants to build a
> Super Store, as Mr. Boss contends, they should look there. Though Mr.
> Boss uses a Super Fred Meyer as his example of the retail building to
> be built, there is no specific wording to that effect in the proposal.
> Virtually any retail commercial building of the "Home Depot" size
> would be permitted - right along the freeway and in an area already congested with
traffic.

>
> Anybody who transits the roads near SR-16, Point Fosdick and Olympic
> knows of the current congestion. What will happen to traffic south of
> the area along Point Fosdick through several residential areas and near a school?
> Do

> we want or need another Gig Harbor North in that area? Do we want Gig
> Harbor and the West Side to become another South Center? Is that why
> we moved to Gig Harbor? I say the Up Town and Gig Harbor North are
> uniquely suited for their own retail purposes and customers go there
> for different reasons.

>

> I remind the city there is more to Gig Harbor than the downtown view
> bowl that needs protecting if we are going to preserve the charm and
> character of OUR community. The tax dollars that improve the city
> infrastructure and the view bowl, like Donkey Creek and Skansie Park
> come largely from developments like Gig Harbor North and Up Town at
> the expense of the quality of life of current residents in those
> areas. A higher percentage of tax dollars needs to remain in the
> areas most impacted by their collection.
>
> Keep the big box stores in Gig Harbor North and do not approve
> increasing retail building size in the C-1 zoning district. Thank you
> for your time and consideration. Please feel free to contact me any time.
>
>
> Respectfully
>
> David S.
> "Sam" Goodwill
>
>
> sam.goodwill@comcast.net
>
> (253)
> 209-0201
>
> 2805 41st St
> NW
> Gig Harbor,
> WA 98335
>

Harris Atkins, Chair
City of Gig Harbor Planning Commission
3510 Grandview Street
Gig Harbor, Washington 98335

July 19, 2011

Re: PL-ZONE-09-0002, C-1 Gross Floor Area Amendment
Increasing Commercial GFA to 100,000sf with CUP

Dear Chairman Atkins,

The Gig Harbor Municipal Code addresses zoning text amendments. It is my understanding that consideration should be given to whether the proposed amendment furthers the public health, safety and welfare. I don't think that it does. As these issues are adequately addressed under the existing gross floor area allowed in zone C-1, this amendment is not needed.

I do not feel that 100,000sf is consistent with the neighborhood or nearby retail/commercial developments. Uptown Gig Harbor and the Point Fosdick Square Redevelopment have somehow managed to build within the current zoning of 65,000sf.

Gig Harbor North was approved for buildings of this proposed size and I do not wish it expanded to this area. Everyone wants to be the biggest or the newest and approving this amendment would do nothing but escalate that process. The 2003 Size Limits Analysis recommended keeping the current C-1 zone size. In 2004, after a review the City Council saw no reason to increase the size limit.

We currently have our share of so called big box stores. I will name a few for you: Costco, Albertson's, Target, Office and Home Depots. Soon we will have a newly enlarged (64,000sf) Safeway, a Kohl's department store (56,000sf), not to mention the existing Fred Meyer, a QFC and Harbor Produce as well as smaller grocers and other retail establishments, including the two Ace Hardwares. When is enough, enough? Let's give some consideration to our local hard working small business owners who work so hard to give us some things unique, yet come and go so quickly I can't keep up with them.

Since retail jobs are not at the high end of the pay scale, certainly in big box stores, I would rather have more non-retail businesses here with higher wages and salaries, if for nothing more than so employees could afford to live where they work.

Gig Harbor is still a desirable place to live and work, but we are

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July 19, 2011

losing the quality of life many people who have moved and now live here enjoy. I think we need to think carefully and balance quality of life (less traffic congestion, more trees and open space with fresh air to breathe) versus convenience, lowest possible prices, infinite variety, and while important, some increase in tax revenue.

Traffic on Point Fosdick as well as Olympic Drive is bad to horrible now, with a rating of D-. The Point Fosdick Square Redevelopment Transportation Technical Report lists "Unavoidable Adverse Impacts" on Page 35, as even with the proposed mitigation, would:

- . Generate a net increase in traffic at the site and on road ways in the site vicinity.
- . Add some delay to intersections in the study area.
- . Add about four cars(80 feet) to the peak queue for the westbound left-turn lane at the Point Fosdick-Olympic Dr. intersection.
- . Cause the intersection to continue to operate at LOS E. Although the project and proposed mitigation would result in reduced delay at the intersection, it would not meet the City's level of service threshold for this intersection.

Of course this Technical Report or survey does not include the traffic that the proposed development that has been applied for and which is generating this text amendment before you today.

The Point Fosdick Square Redevelopment site plan shows retail and restaurant buildings with a combined floor area of close to 187,000sf.

According to the site plan submitted for this proposal you are dealing with today, dated October 15, 2007, the square footage for the proposed buildings is around 330,000sf. Whereas the site plan submitted on July 12, 2010 does not show the total proposed building square footage at all.

Getting back to the above mentioned Technical Report (no page number given), the Signal Warrant Summary (for the Safeway store in PFSRD) lists a 24 hour survey traffic volume for Point Fosdick Dr. as well as 48th St. NW at a total of 24,917 vehicles. There is a date of December 12, 2010 on this page.

PL-ZONE-09-0002

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July 19, 2011

I am asking that the Gig Harbor Planning Commission members not give your approval for the proposed text amendment to the C-1 zoning district before you today.

I have also attached and would like to read to you a brief article published in the May 2011 Smithsonian magazine which I found and read recently. It was submitted by Mindi LARose who lives in Gig Harbor and was not able to be here tonight. She asked that I read and submit it to you.

Sincerely,



Helen Nupp
11320 148th Avenue KPN
Gig Harbor, Wa 98329

12/12/2010

Assigned basic minimum hourly volumes for warrants (100%). Major street = 2 or more lanes, minor street = 2 or more lanes.

Table 2. Signal Warrant Summary - Pt. Fosdick Dr NW & 48th St NW - Future (2017) With-Project for Westbound Volumes

Time Beginning	Pt Fosdick Dr Total Both Directions	48th St NW		Pt Fosdick Dr >600? Met?	Warrant 1A		Warrant 1B		Warrant 2		Warrant 3	
		Eastbound Approach	Westbound Approach		Pt Fosdick Dr >200? Met?	Pt Fosdick Dr >900? Met?	48th St NW >100? Met?	Met?	Met?	Met?		
12:00 AM	45	0	35	N	N	N	N	N	N	N	N	
1:00 AM	25	2	18	N	N	N	N	N	N	N	N	
2:00 AM	15	0	7	N	N	N	N	N	N	N	N	
3:00 AM	35	0	9	N	N	N	N	N	N	N	N	
4:00 AM	40	0	12	N	N	N	N	N	N	N	N	
5:00 AM	110	2	30	N	N	N	N	N	N	N	N	
6:00 AM	275	0	48	N	N	N	N	N	N	N	N	
7:00 AM	570	10	102	N	N	N	N	N	N	N	N	
8:00 AM	860	9	111	Y	N	N	Y	N	N	N	N	
9:00 AM	1110	16	185	Y	N	N	Y	Y	N	N	N	
10:00 AM	1335	17	252	Y	Y	Y	Y	Y	Y	N	N	
11:00 AM	1515	17	381	Y	Y	Y	Y	Y	Y	Y	Y	
12:00 PM	1645	18	478	Y	Y	Y	Y	Y	Y	Y	Y	
1:00 PM	1795	20	411	Y	Y	Y	Y	Y	Y	Y	Y	
2:00 PM	1800	18	362	Y	Y	Y	Y	Y	Y	Y	Y	
3:00 PM	1770	15	505	Y	Y	Y	Y	Y	Y	Y	Y	
4:00 PM	1785	33	450	Y	Y	Y	Y	Y	Y	Y	Y	
5:00 PM	1630	25	489	Y	Y	Y	Y	Y	Y	Y	Y	
6:00 PM	1290	18	385	Y	Y	Y	Y	Y	Y	Y	Y	
7:00 PM	830	23	272	Y	Y	N	Y	Y	N	N	N	
8:00 PM	520	12	217	N	Y	N	Y	Y	N	N	N	
9:00 PM	360	14	111	N	N	N	N	N	N	N	N	
10:00 PM	180	10	60	N	N	N	N	N	N	N	N	
11:00 PM	105	1	62	N	N	N	N	N	N	N	N	
Total	19645	280	4992	10	10	10	10	10	10	7	7	
				8	8	8	8	4	4	1	1	
				YES	YES	YES	YES	YES	YES	YES	YES	

24917

527 Hours Required

Warrant Met?

YES

YES

YES

YES



Kester, Jennifer

From: Karlinsey, Rob
Sent: Wednesday, July 20, 2011 11:33 AM
To: Kester, Jennifer; Dolan, Tom
Subject: FW: Text Change in the C-1 Zone
Attachments: A Grocery Box for Pt Fosdick.docx

From: Mark Hoppen [mailto:hoppenm@gmail.com]
Sent: Wednesday, July 20, 2011 11:10 AM
To: Franich, Jim; Ekberg, Steve; Payne, Tim; paulkadzik@comcast.net; Malich, Ken; Conan, Paul; Young, Derek; Hunter, Chuck
Cc: Karlinsey, Rob
Subject: Text Change in the C-1 Zone

Attached is a blog I wrote for Patch. It seems to me that increasing the retail capability in a zone that shares physical characteristics in common with other retail zones in the area will be tantamount to eventually increasing the square footage in similar B-2 zones.

I still remember when Gretchen held a meeting on the Fred Meyer (Uptown site) proposal that followed Walmart by some years. She met at the library and, innocently enough, said the issue was "about design." She left out the rest of the zoning part. The next day the Gateway headlined, "Mayor Says Issue is Design." The very next day, I had a call from Jack McCullough, a Seattle attorney, who said if the issue is just design, then we'll be right back. He apparently thought Fred Meyer was no impediment. This attorney regularly read all Gig Harbor local papers, and his corporation had an abiding interest in locating in the Pt. Fosdick area. Of course, Jack McCullough represented Walmart.

Watch out where you enlarge zoning parameters, and, for that matter, don't think the C-1 zone, if used for 100,000 square foot retail buildings, can be kept successfully distinct from litigious comparison with the B-2 zone in a similar physical situation.

Mark Hoppen
8133 Shirley Avenue
Gig Harbor, WA 98332
Cell [253 279-2415](tel:2532792415)
hoppenm@gmail.com

A Grocery Box for Pt. Fosdick

I stop in at Java and Clay quite a bit. The word for the day on the counter tile a while back was *specious*, which can mean "apparently true or right though lacking real merit; not genuine."

So, what's going on with grocery stores in Gig Harbor? It appears that stores like Whole Foods or Trader Joes have no immediate interest in Gig Harbor. Albertsons is one of its chain's top producing stores. Target is competing in the grocery business with the local Albertsons. Kroger controls Fred Meyer and uptown QFC, and has closed the downtown store. Harbor Greens and Finholms are the only independent local stores in town. Safeway is upgrading, committed to a first-tier new store.

Also, Fred Meyer wants to open a new 100,000 square foot store on Pt. Fosdick at the site of the defunct car lots.

Considering this scenario, is a replacement store downtown in the offing?

Only the old Thriftway (QFC) property downtown is available, and it's way too small for an upscale store like Whole Foods, and apparently hasn't generated any interest to date from smaller niche grocery stores. Whole Foods, of course, is a great store, but I don't see it coming anytime soon.

Right now, Kroger is poised to become a controlling food sales interest in town if the big box Fred Meyer is approved on Pt. Fosdick. If the big box is approved, then smaller niche food stores would be less likely to locate downtown. Moreover, new upscale stores would be unlikely to gain adequate market share by re-locating here. The new Safeway would be our only upscale, large-store alternative to Kroger brands.

Fred Meyer, where I usually shop for groceries, would likely abandon the store on the east side of Highway 16, so that would leave an open location...

Of course, that would make it even less likely that a replacement store for QFC will locate downtown.

So the question is: Does a new, big box Fred Meyer truly improve our grocery shopping options? For that matter, considering Target and the upcoming Kohls: Does Fred Meyer improve our low cost shopping options? Do low-paying retail jobs improve our employment picture on the Gig Harbor Peninsula? Do a big box Fred Meyer and assorted unknown stores fall within the long-term infrastructure capacity of Olympic Drive and Pt. Fosdick? Answer "yes" if you want to each of the previous questions; but, I think the answer might well be a uniform "no."

I think that the old car lot area on Pt. Fosdick should be down-zoned from the industrial C-1 zone to a B-2 zone, the same zone as other retail zones in the area.

It certainly appears that retail uses of some dimension are destined for this property. If zoned B-2, then buffers, square footage requirements, impervious cover, site design, public amenities, and environmental considerations would be the

same as standards in other existing, competing, retail areas. The property is big enough that this change would not result in an incident of spot zoning because the initial change would be legislative in character.

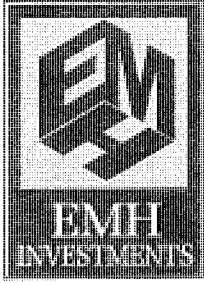
The community prize is a grocery store downtown. One more grocery outlet uptown – five – won't help anything downtown.

Some City Council members will remember the problems that were caused when a new proposal for a hospital requested a fundamental zoning change and bumped into data for water, sewer, and traffic that were around six years old. Similarly, the Point Fosdick area is on the edge as an infrastructure system.

The Planning Commission is considering a zoning text change to allow 100,000 square foot buildings in a C-1 zone to accommodate Fred Meyer's proposal.

The Planning Commission and City Council should call for current assessment with current data before recommending or changing anything in the Pt. Fosdick area.

Moreover, if the Planning Commission is determined to recommend a zoning text change to have big boxes on the site, then it should also recommend zoning the current C-1 site as B-2, and plan for big boxes on all B-2 sites everywhere in the city. That's how it will turn out anyway, if this text change to allow 100,000 square foot structures in a C-1 zone is recommended by the Planning Commission and approved by the City Council. Any statement to the contrary would be...at best...specious.



Executive Offices
Gig Harbor Corporate Center
4423 Pt. Fosdick Drive, Suite 100
Gig Harbor, WA 98335
Phone: 253 • 851 • 2008
Fax: 253 • 851 • 2503

July 21, 2011

Mr. Tom Dolan
Gig Harbor Planning Director
Gig Harbor, WA

RE: Retail Building Size in the C-1 Zoning District

Dear Tom:

The Westside Business District has been dedicated to compliance with current building codes and the City's Comprehensive Plan in order to keep development compatible with local identity and values. The Comprehensive Plan repeatedly refers to development that reflects local values and identities and keeps a small town city-scape.

The City Advisory Committee (CAC) was formed in the 1990's to keep the Westside clear of big box stores. Dave Cunningham from Pope and Talbot worked with the City of Gig Harbor for over seven years to develop Gig Harbor North as the area to be used for the large "box stores" so that the large sized buildings would not intrude on other areas such as the Westside Business District. The current Zoning Code and Comprehensive Plan reflect the CAC recommendations.

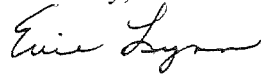
In 1999 the owners of the properties that are now Uptown and MultiCare were approached by Fred Meyer as a potential buyer and developer of the land. That process starting in the late 1990's and continues into summer of 2000 when Fred Meyer abandoned the project because of City and community opposition. Attached is a drawing that shows the project as proposed by Fred Meyer. Note that the proposed Fred Meyer would be in the approximate location of the MultiCare building.

The Safeway development has complied with Gig Harbor Building Codes and the Design Review Manual as has the Uptown development. Now, a request has been made to change the building codes that have been successful as Safeway is currently putting up their walls. Existing and development currently under construction has conformed to the Design Review Manual and has met its standards which have made for an attractive, community based shopping area. This request for an amendment to GHMC Chapter

17.40 would alter the entire original concept which was the intent of the Comprehensive Plan and how this community should be developed.

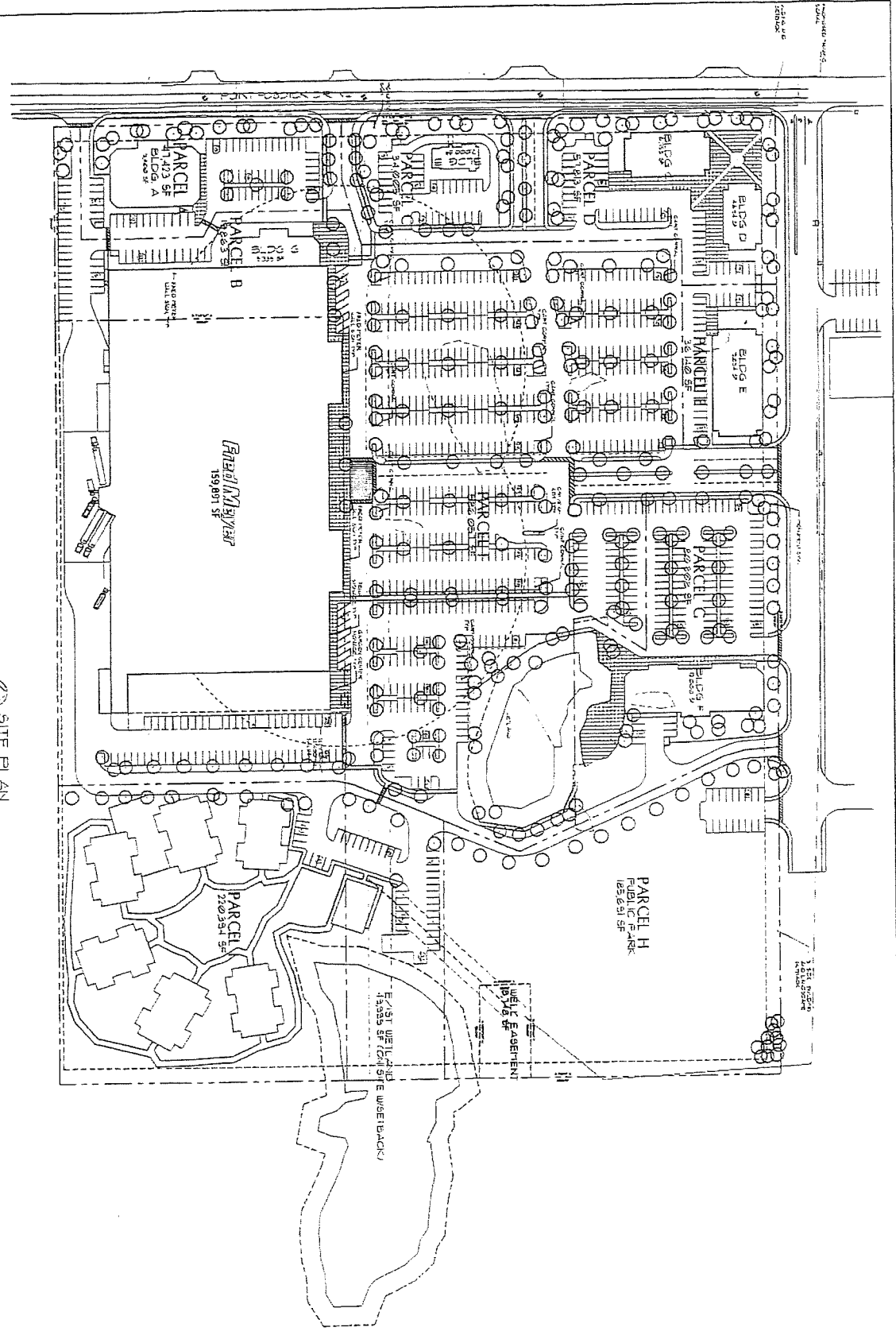
Thank you very much for your consideration of my comments.

Sincerely,



EVIE LYNN

C Jennifer Kester
City Council Members
Planning Commissioners



SUMMARY

PARCEL F - FRED MEYER SITE

TOTAL SITE AREA	13.45 AC	586,057 SF
BUILDING AREA		159,991 SF
REBUILDING PAVO		2,671
PARKING PAVO		652 STALLS
PARKING RATIO	1/100 SF	417,000
PARKING REQUIRED	1/100 SF	377 STALLS

SITE PLAN

SITE PLAN

100% COMPLETE PLAN FOR THE PROPOSED DEVELOPMENT OF THE SITE AS SHOWN ON THE ATTACHED SITE PLAN. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND AGENCIES.

<p>1</p> <p>OF 1</p>	<p>GIG HARBOR, WA</p> <hr/> <p>SCHEME 'D'</p>	<p>Fred Meyer</p> <p>3800 SE 21st Avenue Portland, Oregon 97202 Telephone: (503) 232-8844 Fax: (503) 757-3539</p>
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July 21, 2011

Planning Commission
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: PL-ZONE-09-002 Retail Building Size in the C-1 Zoning District

Dear Planning Commission Members:

Friends of Pierce County is a non-profit organization that educates and empowers the people of Pierce County to preserve and restore the natural environment and promotes more livable communities. We believe that livable communities include sustainable building practices that incorporate the community's desires with preservation of small, existing businesses.

This proposal does not reflect the community's desire or promote sustainable growth. We understand that this proposal is not just for the applicant's property but would change other C1 zones with no size limit on non-retail commercial buildings.

Inconsistency with Gig Harbor's Vision and Community Plan

The Gig Harbor Community Plan (GHCP) states that "When asked about size of commercial structures, a strong majority of respondents (68.7%) indicated that commercial buildings should be no larger than 5,000 square feet if outside the City of Gig Harbor. A strong majority (61.4%) also indicated they were opposed to buildings of up to 35,000 square feet and an overwhelming majority (78.2%) indicated they were opposed to buildings in excess of 35,000 square feet". Residents have spoken on several occasions regarding increasing building sizes in the Pt Fosdick area. This proposal is not consistent with the Gig Harbor Community Plan and resident's vision.

No Community Need

One goal listed in the GHCP states, "to assure that proposed changes to a zone classification, land use designation, or Urban Growth Area boundary are based on a public or community need.

As stated in the staff report (dated July 18, 2011), the applicant has not provided a quantified need for retailers in Gig Harbor. According to the Chamber of Commerce (personal communication, dated July 21, 2011), Gig Harbor has 128 retail businesses members¹ which the Chamber believes encompasses about one third of retail business.

The Pierce County Buildable Lands report (2007) shows that there are 54.18 acres vacant for commercial/industrial land and 18.6 acres of undeveloped C1 land. According to county staff there is an approximately 7% vacancy rate in the current commercial areas (personal communication dated July 20, 2011).

There could be approximately 384 retailers are in the Gig Harbor area. There are existing commercial buildings and commercial land available without rezoning this area. The property under B-2 zoning already allows for all the uses that a C-1 would allow. **There is no public or community need for this zone classification change.**

Bigger boxes are not always the best planning option

The applicant requests allowable square footage of 100,000. Under the Municipal Research and Services Center of Washington (MRSCR) - Regulation of Large Retail Establishments (Big Box Retail), *Category Killers* are defined as big box retail facilities that range from 20,000 to 120,000 square feet. They tend to overwhelm or "kill" the smaller competitors.

The applicant lists Walmart as one of the possible business that have expressed interest in this site. Existing local businesses are usually the ones hardest hit by large chain stores. A study in "*The Home Town Advantage - How to defend your main street against chain stores and why it matters*" cites an example in which a megastore captured 84% of the sales from existing businesses within the same county. A typical Lowes' for example, of 120,000 square feet captures the spending power of 37,000 people. Most communities cannot absorb this revenue loss to existing businesses and as a result, the existing competition is eliminated (Exhibit 1).

Ironically, the MRSCR site lists Gig Harbor size limits on big boxes as an example to plan for better communities in deciding whether or not to allow big boxes.

Traffic and inconsistencies with the Growth Management Act

Big box stores increase traffic. A 200,000 square foot store typically generates more than 10,000 car trips on weekdays more on weekends (Exhibit 2).

¹ This information does not include all the retail business in Gig Harbor and it includes some outside of Gig Harbor City limits.

Planning Goals under the Growth Management Act, specifically RCW 36.70A.020 - Public facilities and services state, "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards".

According to the City of Gig Harbor Transportation plan (2002), "The streets with the greatest accident experience were Olympic Drive, along which 84 accidents occurred (five per month), and Point Fosdick Drive, along which 69 accidents occurred (four per month)".

It is our opinion increasing the opportunity for larger stores in the C-1 areas, will increase traffic on already congested city streets. City staff reported that "currently, the Pt. Fosdick/Olympic Intersection will operate at a D- LOS once the Safeway development is constructed. The D- also includes the previous commercial shopping center proposal on the RV site" (personal communication dated July 18, 2011). The D-level of Service will decrease, which is contrary to the above planning goal under the GMA (Exhibit 3) and will further congest an already congested roadway.

Housing/Income

There are 7,521 people in Gig Harbor and 66,000 people in the Gig Harbor/Key Peninsula area. According to the US Census, Gig Harbor employment sectors are mainly in education, health, social services (25.9%) local, state, federal government (15.9%) with only 0.3 in the retail trade. The US Census for 2005-09 (<http://factfinder.census.gov>) shows that the mean travel time to work for people in Gig Harbor is 24.5 minutes.

According to the City of Gig Harbor Housing Needs Assessment (January 12, 2009), "The maximum affordable sales price for a low-income household in Pierce County is \$141,366, while the maximum affordable sales price for a moderate-income household is \$203,214. The median sales price for a three bedroom existing home was \$402,000 in Gig Harbor in the first three quarters of 2008, well above the maximum sales price affordable for very low-, low-, and moderate-income groups. A household would have to earn over 225 percent of the median county income to afford the median-priced three-bedroom home in Gig Harbor. Even at the current median sales price of \$299,900, most homes are not affordable to moderate- or lower-income groups".

Big Box stores do not provide a livable wage job. According to a UNIVERSITY OF CALIFORNIA, BERKELEY CENTER FOR LABOR RESEARCH study, "There is strong evidence that jobs created by Walmart in metropolitan areas pay less and are less likely to offer benefits than those they replace. Controlling for differences in geographic location, Walmart workers earn an estimated 12.4 percent less than retail workers as a whole, and 14.5 percent less than workers in large retail in general. Walmart jobs are poverty-level jobs. Walmart's average sale Associate makes \$8.81 per hour, according to IBIS World, an independent market research group. This translates to annual pay of \$15,576, based upon Walmart's full-time status of 34 hours per week.² This is

significantly below the 2010 Federal Poverty Level of \$22,050 for a family of four."
(Exhibit 4).

Where would the workers for the big box come from? Most likely outside of Gig Harbor since they would not be able to afford to live here.

It is our opinion that this proposal is inconsistent with the city's comprehensive plan and we request that you deny this text amendment application. Thank you for your consideration in this matter. If you have any questions, please do not hesitate to contact me at (253) 851-9524.

Sincerely,



Marian Berejikian
Executive Director

References

City of Gig Harbor Transportation plan. 2002. City of Gig Harbor Community Development, Gig Harbor, WA.

LIVING WAGE POLICIES AND BIG-BOX RETAIL: HOW A HIGHER WAGE STANDARD WOULD IMPACT WALMART WORKERS AND SHOPPERS, April 2011, UNIVERSITY OF CALIFORNIA, BERKELEY CENTER FOR LABOR RESEARCH AND EDUCATION RESEARCH BRIEF, Living Wage Policies and Big-Box Retail.

Pierce County Buildable Lands Report (2007). A monitoring and evaluation analysis of urban growth and development capacity for Pierce County and its Cities and Towns. Washington State Department of Community Trade and Economic Development.

Walmart Watch. 2011. Gross, Courtney. "Is Wal-Mart Worse? (Gotham Gazette, Feb 14, 2011)." Gotham Gazette. 14 Feb. 2011. Web. 03 Mar. 2011.
<http://www.gothamgazette.com/article/searchlight/20110214/203/3463>.

MYTH: Big-Box Stores Create Jobs

FACT: Studies by independent economists show that big-box stores eliminate more retail jobs than they create.

A recent study examined 3,094 counties across the U.S., tracking the arrival of new Wal-Mart stores between 1977 and 2002. The study, conducted by Univ. of California economist David Neumark, found that opening a Wal-Mart store led to a net loss of 150 retail jobs on average, suggesting that a new Wal-Mart job replaces approximately 1.4 workers at other stores (*The Effects of Wal-Mart on Local Labor Markets*, January 2007).

The reason for the overall decline is that a new Wal-Mart store does not increase the amount of money that residents have to spend. Sales gains at these stores are invariably mirrored by a drop in revenue at existing businesses, which then must downsize or close. The job losses are larger than the gains because Wal-Mart accomplishes the same volume of sales with fewer employees.

Although similar studies have not been done of other big-box retailers, it's likely that they also have either a negative or no impact on employment because the underlying dynamics (i.e., no increases in consumer spending) are the same.

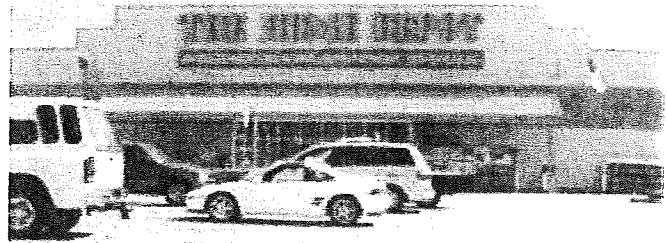
MYTH: Big-Box Stores Boost Tax Revenue

FACT: The tax benefits of big-box stores are negated by the cost of providing public services to these developments and declining tax revenue from existing commercial districts.

Big-box development creates substantial public costs. These sprawling stores are not efficient users of public infrastructure. Compared to traditional, compact business districts, they require longer roads, more road maintenance, additional miles of utilities, and more fire and police time.

One case study in Barnstable, Mass., found that the annual cost of providing city services to traditional downtown and neighborhood business districts was \$786 per 1,000 square feet. Big-box stores were 30% more costly, requiring \$1,023 in services per 1,000 sq. ft. (Tischler & Associates, *Fiscal Impact Analysis of Residential and Nonresidential Land Use Prototypes*, prepared for the Town of Barnstable, Jul. 1, 2002.)

In addition to incurring new costs, cities that approve big-box development often experience a decline in property and sales



tax revenue from existing neighborhood and downtown business districts, as well as older shopping centers. As these areas lose sales and experience vacancies, the value of property declines and with it, the property tax revenue. Sales tax revenue also falls. One study of 116 cities in California found that, in all but two cases, the presence of a big-box store did not correspond to increased sales tax revenue. (Bay Area Economic Forum, *Supercenters and the Transformation of the Bay Area Grocery Industry: Issues, Trends, and Impacts*, 2004, 74-81)

MYTH: Big-Box Stores Grow the Economy

FACT: Trading independent retailers for big-box chains shrinks the volume of activity in the local economy.

For every \$100 they receive in revenue, locally owned businesses hire more local workers, purchase more goods and services from other local businesses, and contribute more to local charities than their big-box counterparts. When chains displace local businesses, it results in an overall loss of economic activity, not a gain.

A 2004 study conducted in Chicago analyzed ten locally owned restaurants, retail stores, and service providers and compared them with chains competing in the same categories. The study concluded that every \$100 spent at one of the independent businesses created \$68 in additional economic activity in the city, while spending the same amount at a chain only generated \$43 worth of local impact. (Civic Economics, *The Andersonville Study of Retail Economics*, 2004.)

One of the main reasons for the difference was that the local retailers bought more goods and services from other local businesses. They did their banking at a local bank. They hired local accountants, web designers, and other professionals. They turned to a local print shop for their printing, and they advertised in local publications. The chains had almost no need for these local services and spent relatively little in the city.

A consequence of this is that even modest shifts in the mix of local and non-local businesses in a community can have significant economic ramifications. A case study in Kent County, Michigan, estimates that the region would gain 1,600 new jobs, \$140 million in new economic activity, and \$53 million in additional payroll if residents shifted 10% of their spending from chains to local businesses. A shift in the opposite direction — more spending at chains — would cause equivalent economic losses. (Civic Economics, *Local Works: Examining the Impact of Local Business on the Western Michigan Economy*, 2008.)

MYTH: Big-Box Stores Bring Competition and Consumer Choice

FACT: Big-box stores often displace numerous small and mid-sized stores, leaving fewer shopping options and less competition.

An average Wal-Mart or Target supercenter is nearly four football fields in size (190,000 square feet) and captures about \$80 million a year in spending. To understand how large that is, consider that it would take 35,000 people making 25% of *all of their retail purchases*, from groceries to appliances, at that one Wal-Mart store. To take another example, the average 120,000-square-foot Lowe's captures \$35 million a year in sales. That's equal to the *total* hardware/building materials spending power of 37,000 people.

Most communities, even fast-growing ones, cannot absorb a store of this scale without sizable revenue losses to existing businesses, including both locally owned stores and competing supermarkets and shopping centers. Part of the reason these companies build such large stores is that they leave little room in the market for other businesses. As competing stores close, residents are left with fewer choices. Many towns and neighborhoods now depend on a single big-box store for many types of goods, virtually eliminating competition.

Once they attain a dominant share of the market, these retailers may raise prices. One study compared the cost of 54 gro-

cery items at 11 Wal-Mart supercenters in Nebraska and found that the total varied by more than 13 percent. Some of the stores with the highest prices were in areas that lacked competing grocery stores. (Hometown Merchants Association, *Impact of Supercenters on Nebraska Economy*, April 2004.)

A growing number of communities are deciding that a better way to ensure competition is to have numerous small and mid-sized stores, rather than one giant superstore. One way to achieve this is to place a cap on the size of stores (for more on this see our Store Size Cap Policy Kit at bigboxtoolkit.com).

MYTH: Big-Box Stores are the Only Option

FACT: More cities and towns are saying no to additional big-box development and finding better ways to grow by creating and expanding local businesses.

Nearly 300 communities have rejected big-box proposals in the last few years, and many have adopted policies that restrict or prohibit this type of development altogether.

Far from impeding growth, these policies often attract new small businesses investment as entrepreneurs seek out viable locations.

Communities can spur more small business development by revitalizing their neighborhood and downtown commercial districts, launching programs to train and finance new entrepreneurs, and developing a strong Buy Local campaign to encourage more public support for locally owned businesses. (For more information on these strategies, see the Building Alternatives to Big Boxes section at bigboxtoolkit.com.)



BIGBOXTOOLKIT
A project of the Institute for Local Self-Reliance
www.bigboxtoolkit.com



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Impact of Big-Box Stores on Traffic



As big-box stores multiplied in the 1990s, the road miles logged by the average household for shopping increased by more than 40 percent—a total of 95 billion additional miles a year for the country as a whole. (U.S. Dept. of Transportation, *National Household Travel Survey*)

Big-box stores generate large volumes of traffic—much more than most other land uses. The amount of traffic is directly related to the size of these stores. The larger the store, the larger the geographic area from which it pulls customers and thus the higher the traffic counts. A 200,000-square-foot superstore typically generates more than 10,000 car trips on weekdays and more on Saturdays.

The kinds of businesses that often spring up near big-box retailers—fast-food outlets, gas stations, and convenience stores—also produce large volumes of traffic.

Traffic and noise depress property values in nearby neighborhoods. More traffic increases the cost of local government services, such as road maintenance and police.

Solution

By limiting the size of stores, prohibiting sprawling development on the outskirts of town, and supporting neighborhood and downtown retail, communities can shorten the distance from home to store, reduce vehicle traffic, and facilitate more walking, bicycling, and public transit use.

The benefits of this approach are substantial. A 2005 study of 3,200 households in King County (greater Seattle), Washington, found that, compared to residents of low-density subdivisions that lack neighborhood stores, people who live in traditional neighborhoods with a variety of small-scale retail services, schools, parks, and other uses nearby:

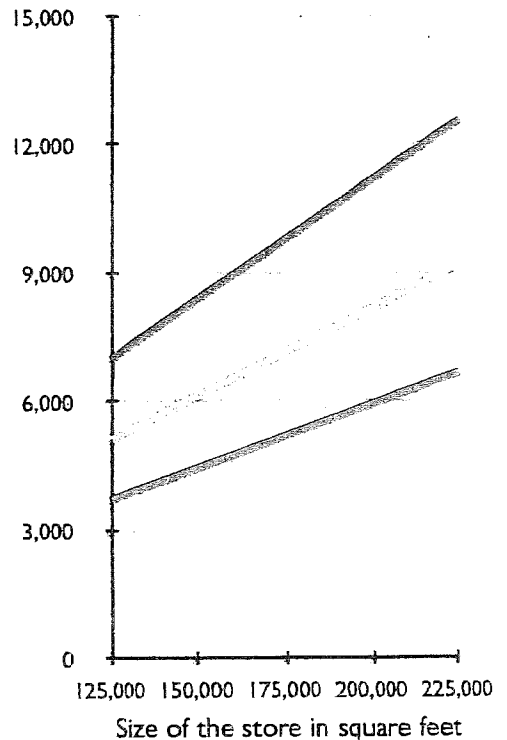
- log 26 percent fewer vehicle miles per day;
- generate lower emissions of pollutants such as nitrous oxide, volatile organic compounds, and carbon dioxide, a leading cause of global warming;

- are more likely to achieve the U.S. Surgeon General's recommended 30 minutes of moderate activity per day; and
- are less likely to be overweight or obese.

The study controlled for age, gender, income, education, and other factors that also influence transportation choices. (Center for Clean Air Policy, *A Study of Land Use, Transportation, Air Quality, and Health in King County, WA*, Sept. 2005)

Average Weekday Vehicle Trips

- General Merchandise (e.g., Wal-Mart)
- - Warehouse Club (e.g., Costco)
- Home Improvement (e.g., Home Depot)



(Saturday counts are higher. Traffic estimates are derived from the Institute for Transportation Engineers' *Trip Generation Manual*.)



Exhibit 3

Level of service (LOS) is a measure used by traffic engineers to determine the effectiveness of elements of transportation infrastructure. LOS is most commonly used to analyze highways by categorizing traffic flow with corresponding safe driving conditions. The concept has also been applied to intersections, transit, and water supply. The following section pertains to only North American highway LOS standards and it uses the letters A through F, with A being the best and F being the worst.

Level-of-Service A describes free-flow operations. Traffic flows at or above the posted speed limit and all motorists have complete mobility between lanes. The average spacing between vehicles is about 550 ft(167m) or 27 car lengths. Motorist have a high level of physical and psychological comfort. The effects of incidents or point breakdowns are easily absorbed. An example of LOS A occurs late at night in urban areas, frequently in rural areas, and generally in car advertisements.

Level-of-Service B describes reasonable free-flow operations. Free-flow (LOS A) speeds are maintained, maneuverability within the traffic stream is slightly restricted. The lowest average vehicle spacing is about 330 ft(100m) or 16 car lengths. Motorist still have a high level of physical and psychological comfort.

Level-of-Service C describes at or near free-flow operations. Ability to maneuver through lanes is noticeably restricted and lane changes require more driver awareness. Minimum vehicle spacing is about 220 ft(67m) or 11 car lengths. At LOS C most experienced drivers are comfortable, roads remain safely below but efficiently close to capacity, and posted speed is maintained. Minor incidents may still have no affect but localized service will have noticeable affects and traffic delays will form behind the incident. This is the targeted LOS for some urban and most rural highways.

Level-of-Service D describes decreasing free-flow levels. Speeds slightly decrease as the traffic volume slightly increase. Freedom to maneuver within the traffic stream is much more limited and driver comfort levels decrease. Vehicles are spaced about 160 ft(50m) or 8 car lengths. Minor incidents are expected to create delays. Example of LOS D is perhaps the level of service of a busy shopping corridor in the middle of a weekday, or a functional urban highway during commuting hours. It is a common goal for urban streets during peak hours, as attaining LOS C would require a prohibitive cost and societal impact in bypass roads and lane additions.

Level-of-Service E describes operations at capacity. Flow becomes irregular and speed varies rapidly because there are virtually not usable gaps to maneuver in the traffic stream and speeds rarely reach the posted limit. Vehicle spacing is about 6 car lengths, however speeds are still at or above 50 mi/h(80 km/h). Any disruption to traffic flow, such as merging ramp traffic or lane changes, will create a shock wave affecting traffic upstream. Any incident will create serious delays. Driver's level of comfort become poor.^[1] LOS E

is a common standard in larger urban areas, where some roadway congestion is inevitable.

Level-of-Service F describes a breakdown in vehicular flow. Flow is forced; every vehicle moves in lockstep with the vehicle in front of it, with frequent slowing required. Technically, a road in a constant traffic jam would be at LOS F. This is because LOS does not describe an instant state, but rather an average or typical service. For example, a highway might operate at LOS D for the AM peak hour, but have traffic consistent with LOS C some days, LOS E or F others, and come to a halt once every few weeks. However, LOS F describes a road for which the travel time cannot be predicted. Facilities operating at LOS F generally have more demand than capacity.

The Highway Capacity Manual and AASHTO Geometric Design of Highways and Streets ("Green Book") list the following levels of service:

A= Free flow

B=Reasonably free flow

C=Stable flow

D=Approaching unstable flow

E=Unstable flow

F=Forced or breakdown flow



WALMART WATCH

Get The Facts – Wages**Walmart jobs are poverty-level jobs.**

Walmart's average sale Associate makes \$8.81 per hour¹, according to IBIS World, an independent market research group. This translates to annual pay of \$15,576, based upon Walmart's full-time status of 34 hours per week.² This is significantly below the 2010 Federal Poverty Level of \$22,050 for a family of four.

Walmart can afford to pay higher wages.

According to a 2011 report, if Walmart started paying a \$12/hour minimum wage, its workers currently earning less than \$9 per hour could each earn \$3,250 to \$6,500 more per year before taxes. If Walmart were to pass this cost directly to shoppers, the average consumer would need to pay only 46 cents more per shopping trip, or \$12.50 per year³.

In 2010, Walmart CEO Mike Duke received \$18.7 million in total compensation⁴, or 1,201 times the annual income of the average Walmart sale Associate.

Walmart's entry into a market depressed wages, displacing better-paying retail jobs.

A 2005 study found that Walmart's entry into a metropolitan area eliminates similar jobs that pay about 18% more than Walmart. In those areas, the total average earnings of retail workers fell by 0.5 to 0.8%⁵.

Walmart's average wage for sales associates⁶ is distinctly lower than the wage for comparable positions at unionized competitors in key markets.

- The average Walmart sales associate earns 32% less than the average wage of a comparable UFCW worker at one of the three major supermarkets under the current contract for Southern California in 2011.⁷
- The average Walmart sales associate earns 21% less than an average comparable retail worker covered by a UFCW contract with a large employer in Massachusetts.⁸

¹ Gross, Courtney. "Is Wal-Mart Worse? (Gotham Gazette, Feb 14, 2011)." *Gotham Gazette*. 14 Feb. 2011. Web. 03 Mar. 2011. <<http://www.gothamgazette.com/article/searchlight/20110214/203/3463>>.

² This assumes that a full-time Walmart Associate works an average of 34 hours/week, 52 weeks/year. The average of 34 hours/week is obtained from an internal Walmart memo: <http://www.nytimes.com/packages/pdf/business/26walmart.pdf>

³ Jacobs, Ken, Graham-Squire, Luce, April 2011. "Living Wage Policies and Big Box Retail: How a Higher Wages Standard Would Impact Walmart Workers and Shoppers" http://laborcenter.berkeley.edu/retail/bigbox_livingwage_policies11.pdf

⁴ "Wal-Mart Stores CEO Gets \$18.7M 2010 Pay Package." The Associates Press. Businessweek, 19 Apr. 2011. Web. 20 Apr. 2011. <<http://www.businessweek.com/ap/financialnews/D9MMADE80.htm>>.

⁵ Dube, Arindrajit and Steve Wertheim, October 2005. "Walmart and Job Quality—What Do We Know, and Should We Care?" http://laborcenter.berkeley.edu/retail/walmart_jobquality.pdf

⁶ Sales associate average wages based on wage reported from IBISWorld.

⁷ UFCW analysis of store-level hours distributions and wage progressions from a 2009-2010 Southern California multi-employer master contract with seven UFCW locals.

⁸ UFCW analysis of store-level hour distribution and wage progressions from a 2009-2010 UFCW master contract with a large New England supermarket and five UFCW locals.

1. Right now, there is a huge vacant store in Uptown. There were quotes in our papers saying they would announce a new tenant in May. We are cruising towards August and the Borders building remains vacant. The boutique stores at Uptown, such as Ann Taylor, Coldwater Creek, etc., according to articles in the business press, are on shaky ground and might be failing themselves. The addition of a Kohl's Department store might just be the last nail in the coffin for these smaller retailers. How many vacancies at Uptown are okay? When does it start to look like an abandoned blight on our landscape?
2. When the QFC closed in downtown Gig Harbor, many people lobbied for a Trader Joe's to fill that space. That company made it quite clear in their interview in the TNT business pages that our population is not LARGE enough to support their business demographic. If Trader Joe's says our community is too small to support their business, in a community that truly wants them, why are we planning on building more retail space? Does JC Penney NEED to compete in this smaller market? I doubt it.
3. When Gig Harbor North was in the development stage, this community was PROMISED that it would be the home of the big box stores, by it's community leaders. That promise was broken with Kohl's. The Westside voters asked to be part of the Gig Harbor City. Those homeowners have been ignored by the developers and ignored by their city. The rest of the community spends it's \$\$\$ here. Most of us have no desire to watch this community turn into another Federal Way. The Olympic Drive overpass was at capacity the day it opened. Our state doesn't have the resources to expand it and the extra shopping traffic will make that area a nightmare for the residents and those of us who now shop the area. It already has major traffic back-ups.
4. The role of internet shopping should be considered by any city in it's expansion plans. I have included some eye-opening statistics about the ever increasing share of shopping \$\$\$ that are being clicked in via home computers. The growth in internet retail went up by 12% in the first quarter of 2011. There was a corresponding drop in what is now called " offline shopping". Retail is struggling with internet shopping and the problem will grow in the future---not diminish. The situation with the proposed mall in University Place speaks volumes about poor planning and a serious lack of vision for future needs. There are several retailers that have left the Puget Sound area by choice or by necessity over the last few years. Pay attention to that.
5. In closing, even if there is a desire for more big box stores in this community, Westside is not where they belong. If the community wants those jobs, so be it. The infrastructure is already provided in Gig Harbor North and promises were made to this community. The developer was aware of the zoning restrictions on these parcels. If they cannot develop this property under their current zoning: it is NOT Gig Harbor's responsibility to make their property profitable. They need accept that reality and respect the wishes of this community..

Margot LeRoy
3110 Judson #126
Gig Harbor, Wa. 98335

E-retail sales jump 12% in Q1

E-commerce registered its second consecutive quarter of double-digit growth, comScore reports.

Don Davis
Editor



Online retail sales increased 12% in the first quarter of 2011 over the same period a year ago, the second consecutive quarter of double-digit growth and sixth quarter in a row of year-over-year growth, web measurement firm comScore Inc. reported today.

E-commerce sales in the U.S. totaled \$38.00 billion in the first three months of this year versus \$33.98 billion in Q1 2010, comScore says.

"Domestic retail e-commerce built on the success of a strong 2010 holiday season with another encouraging quarter here in the first three months of the year," says comScore chairman Gian Fulgoni. "Faced with rapidly rising gas prices and stubbornly high unemployment, consumers continued to take advantage of the Internet's lower prices by

shifting their spending from offline retail stores. In fact, in the first quarter, the growth in e-commerce spending was roughly double that observed at offline retail. While we would expect online buying to dampen slightly if gas prices continue to eat into discretionary spending, it's clear that e-commerce has become a mainstay in consumer behavior, driven by the attraction of both lower prices and convenience."

Related Articles

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E-commerce sales rise 14.8% in 2010

/ INDUSTRY STATISTICS

Gas prices drive shoppers online

The top 25 online retailers' share of e-commerce sales held steady at 67.7%, the same as Q1 2010 and down from a 2010 peak of 70%, suggesting small and midsized e-retailers have taken back market share from the largest merchants.

The top-performing online categories were video games, consoles & accessories, books & magazines, computers/peripherals/PDAs, consumer electronics and computer software (excluding computer games). Each of those categories grew by at least 13% year over year in the first quarter.

The number of online buyers grew 7% and transactions per buyer increased 9%, but the average dollar value of an online purchase declined 4%, comScore says.

ComScore's estimates are slightly less bullish than those of MasterCard SpendingPulse, the research arm of payment network MasterCard Worldwide. MasterCard estimated year-over-year e-commerce sales growth of 12% in January, 13.2% in February, 16.1% in March and 19% in April.

The two firms use different methods to come up with their estimates. MasterCard draws on data from its credit and debit card network and surveys of spending with other card brands, cash and checks. ComScore compiles its data by tracking the online spending of some 2 million consumers who have given their permission to be monitored, about half of them in the U.S.

City of Gig Harbor Planning Commission
3510 Grandview Street
Gig Harbor, WA 98335

July 21, 2011

Dear Cindy Andrews and Members of the City of Gig Harbor Planning Commission,

I live with my family in the Artondale area of Gig Harbor. We currently enjoy the shopping and other amenities found at the Westside business area (Point Fosdick and Olympic intersection) on a daily basis. Medical, banking, pharmaceutical, home repair or maintenance, and groceries are readily available. Any extra items, such as, shoes, clothes, bulk food and/or housewares are easily purchased within a 15 minute drive from our home.

The application in question proposes a large commercial retail building of at least 100,000 square feet. This size building likely would hold a "big-box store", containing some of the aforementioned shopping items already available.

Regarding the application for the allowable building size increase; my family and I would not like to see Chapter 17.40 of the Gig Harbor Municipal Code amended to increase the allowable square footage for new retail commercial buildings in the areas indicated in today's hearing announcement. The unavoidable impact to the community from such a change is, once a tenant is installed, a significant increase in traffic. In addition, the local impacts to our roads, infrastructure, and emergency services are not going to benefit the residents that currently frequent the Westside and south Gig Harbor shopping and other commercial areas. "Big-box" stores would only create redundancies in the aforementioned amenities without improving the quality of life for residents.

Hopefully, as the application in question is reviewed, the Planning Commission will again deny the proposed allowable size increase to commercial retail buildings. It is not my wish that the applicant fail to make a profit and, ideally, the applicant will find a local suitable host of tenants (entertainment, brewery, and restaurants seem to be popular...) to create a profitable development that also benefits the community.

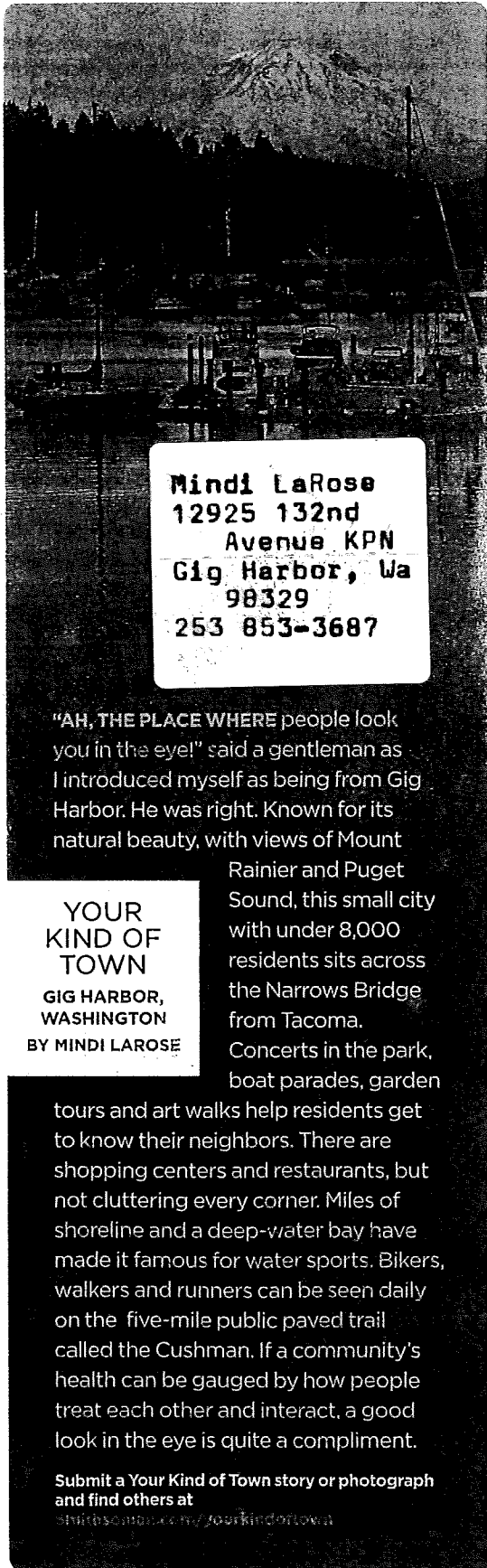
Thank you for your attention and your consideration,

Sincerely,



Racheal Villa
8309 52nd Street NW,
Gig Harbor, WA 98335

YOUR SMITHSONIAN.COM NOW ON OUR WEB SITE



Mindi LaRose
12925 132nd
Avenue KPN
Gig Harbor, Wa
98329
253 853-3687

"AH, THE PLACE WHERE people look you in the eye!" said a gentleman as I introduced myself as being from Gig Harbor. He was right. Known for its natural beauty, with views of Mount

YOUR KIND OF TOWN
GIG HARBOR, WASHINGTON
BY MINDI LAROSE

Rainier and Puget Sound, this small city with under 8,000 residents sits across the Narrows Bridge from Tacoma. Concerts in the park, boat parades, garden

tours and art walks help residents get to know their neighbors. There are shopping centers and restaurants, but not cluttering every corner. Miles of shoreline and a deep-water bay have made it famous for water sports. Bikers, walkers and runners can be seen daily on the five-mile public paved trail called the Cushman. If a community's health can be gauged by how people treat each other and interact, a good look in the eye is quite a compliment.

Submit a Your Kind of Town story or photograph and find others at
Smithsonian.com/yourkindoftown

INGE JOHNSON; MOZART MUSEUM, SALZBURG, AUSTRIA / BRIDGEMAN ART LIBRARY INTERNATIONAL; MUKESH DEWATWAL; BON APPETIT / ALAMY



THE OTHER MOZART

"A prodigy." "Genius." These words were written in the 1760s about Mozart—Maria Anna Mozart, that is (left: with younger brother Wolfgang). When she toured Europe as a pianist, Maria Anna wowed audiences in Munich, Vienna, Paris, London, the Hague and Switzerland. Her father, Leopold, wrote in a letter in 1764 that "my little girl, although she is only 12 years old, is one of the most skillful players in Europe."

Elizabeth Rusch, from "Maria Anna Mozart: The Family's First Prodigy," Smithsonian.com/mozart



EDITOR'S PICK

Making Tea
By Mukesh Dewatwal
Dewas, India

Smithsonian.com/photocontest

SCHMALTZY BREAKUP

After we split up, I knew I was never really part of the family. How did I know? The matzo ball. I could never get them to turn out right. They were basically rubber balls in kosher clothing.

Evelyn Kim in "The Matzo Ball Blues," the Food & Think blog's Inviting Writing Contest about Food and Dating. Share your story at Smithsonian.com/matzoball



PUBLIC HEARING

New Business - 2
JULY Page 129 of 164

MR. KATON,

THE GIG HARBOR PENINSULA IS STILL A
PENINSULA - SURROUNDED BY SEA WATER

IN THE EARLY 90'S THE PENINSULA
NEIGHBORHOOD ASSOCIATION CHARTERED A
HELICOPTER FOR ME TO PRODUCE A TELEVISED
PUBLIC SERVICE ANNOUNCEMENT

AT AN ALTITUDE OF LESS THAN A THOUSAND
FEET, WALL-TO-WALL CLEARCUTS WERE
BEGINNING TO APPEAR. THEY WERE
LEAP FROGGING EACH OTHER.

THE P.N.A. WARNED OF FUTURE GRID -
LOCKED TRAFFIC, SPREADING SALT WATER
INTRUSION & A CRITICALLY LIMITED FRESH
WATER BASIN.

WE WERE A JOKE TO THE P.A.C.
BUT WE WERE RIGHT.

NOW WE MUST HAVE A MORATORIUM ON
DEVELOPMENT, CRASH PROGRAMS OF
TREE PLANTING AND SERIOUS
WATER CONSERVATION!

— MARK OVERLAND



COMMENT FORM

COMMENTS:

As a resident of Quail Park, and the President of that neighborhood's HOA and as a tenant at the Gig Harbor Corporate Center, I am strongly opposed to this proposal. A 100,000 square foot building is an inappropriate use of the space. There is a reason that the zoning ordinance limits retail buildings to 65,000 sq. ft. and there should not be a change to the C-1 Zoning District. My neighborhood would suffer the consequences and my business, and other small businesses, would suffer the consequences of this change. You did not allow Uptown or Sateway to build larger buildings, you should not allow this development either.

Optional / Provide contact information:

Ralph Flick	4210 27TH Ave NW 98335	rwflick@gmail.com
NAME	ADDRESS	OR EMAIL



COMMENT FORM

COMMENTS:

I would like the Planning Commission to approve & pass the zoning code to increase the C-1 square footage from 65,000 to 100,000. Allow Kroger to build a new Fred Meyer to serve the majority of the citizens in this community.

Pt. Fosdick and Gig Harbor North are already established "big box stores areas". Keep the growth in these locations.

A new Fred Meyer would reduce traveling to Tacoma or Port Orchard & keep the revenue here in Gig Harbor.

We need the additional jobs and sales tax that a new Fred Meyer would generate.

Optional / Provide contact information:

Barbara Harder	3207 Tarabochia	KBHarder@comcast.net
NAME	ADDRESS Gig Harbor, WA	OR EMAIL
	98335	



Open House and Public Hearing July 21, 2011 New Business - 2
Page 132 of 164
Retail Building Size in the C-1 Zoning District

COMMENT FORM

COMMENTS:

I oppose big box stores

Optional / Provide contact information:

Andrea Williams	Gig Harbor	
NAME	ADDRESS	OR EMAIL



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Page 133 of 164
Retail Building Size in the C-1 Zoning District

COMMENT FORM

COMMENTS:

I do not support the zoning
text amendment. It is an assault on
our beautiful environment and way of living.
It is an insult to those services that have
served this community for many, many years.
I do not call this progress!

Optional / Provide contact information:

ROBERT KINKEL	2405 Cliffside Ln NW, Gig Harbor	b1k@comcast.net
NAME	ADDRESS	OR EMAIL



Open House and Public Hearing July 21, 2011 New Business - 2
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Retail Building Size in the C-1 Zoning District

COMMENT FORM

COMMENTS:

Just a quick note saying that
I see NO REASON TO CHANGE FROM
our current long use plan. Please DO
No allow any more "Big Box" stores.

Optional / Provide contact information:

<i>Michael Criss</i>	<i>9514 GOODMAN AVE</i>	
NAME	ADDRESS <i>Gig Harbor 98332</i>	OR EMAIL



COMMENT FORM

COMMENTS:

I am extremely concerned about the traffic the new construction of major business concerns would create. Point Fosdick is a traffic nightmare now after 2 PM every day. I avoid this area unless absolutely necessary to traverse this part of town. The addition of only one road to accommodate the increased traffic would be either stupid or just greedy. Increasing the size of the buildings allowed would only increase the traffic to these areas by an extremely large number of vehicles. We would have the same situation here as the Costco in Tacoma. Adding a road behind that store did NOT solve the problem. I certainly hope the city staff have more intelligence to deal with this correctly and not just look for increased revenues.

Optional / Provide contact information:

Rose Mary Micheli	9520 Burnham Dr NW	
NAME	ADDRESS 6 H, 98332	OR EMAIL

David Percival



COMMENT FORM

COMMENTS:

The city of Gig Harbor has established two areas in the city for these large retail stores. The idea was to keep our city's feeling of a small community intact & allow large retail businesses an area to build that would not affect our atmosphere.

We should keep to the original plan to ensure we keep our small community feeling & have the large retail businesses build when they have been designated as appropriate for large scale retail stores.

Optional / Provide contact information:

Rose Mary Michel NAME + Dore Perceval	9520 Burnham Dr ADDRESS 6H 98332	OR EMAIL
---	--	----------



COMMENT FORM

COMMENTS:

- ① We have a sensible plan for big-box development. A great deal of time, effort & public input went into it. Willy-nilly negation of the plan means we have no plan at all.
- ② A big-box development adjacent to the most congested intersection on the peninsula is insanity.
- ③ We need to support our downtown, not suck more life out of it.
- ④ Big-box chain stores homogenize towns, draining them of the character that makes them unique. Continued development of this kind will turn our one-of-a-kind community into a clone of mass-market America, indistinguishable from Omaha, Cleveland or Houston.
- ⑤ Endless growth and suburban sprawl will destroy the environmental legacy we leave our children and grandchildren.

Optional / Provide contact information:

JACK HART	147 Maple Lane NW Gig Harbor WA 98335	jackhart100@comcast.net
NAME	ADDRESS	OR EMAIL



COMMENT FORM

COMMENTS:

This amendment in no way benefits the health & welfare of the community.

The city council, with the backing of the community, set the limit of 65,000 sq. ft. so as not to ruin the environment & way of life of our community.

Any big box stores were designed for Gig Harbor North and nowhere else.

The traffic is already atrocious in this area.

We already have one empty grocery store. This will give 2, and put yet one more nail in the coffin of downtown.

These stores can already be reached within 15 minutes to Willvudale or Tacoma.

Our beautiful city is looking more & more like Federal Way. We count on you to stop this.

Optional / Provide contact information:

Carmela Micheli	10429 Sunrise Beach Dr NW	
NAME	ADDRESS	OR EMAIL

Kester, Jennifer

From: Marla Peters [mrlptrs8@gmail.com]
Sent: Thursday, July 21, 2011 3:25 PM
To: Kester, Jennifer
Subject: C-1 Zoning Testimony

I oppose allowing greater than 65,000 sq.ft. retail buildings in the C-1 districts. For the district near Pt.Fosdick and Olympic, existing traffic capacity is a reason not to allow it. The intersection is now at maximum capacity during some hours. The second reason is that the area around 56th and Olympic is becoming a walkable area, with many medium size stores including Harbor Greens, the adjoining apartment complex, and the retirement housing nearby. A large square footage store does not work with pedestrian scale, as would smaller retail units. Gig Harbor North is not walkable (can you cross the street in a roundabout?) and that's where these stores belong. The final reason is that big scale merchandising is going out of popularity- many big box store spaces after being vacated by their bankrupt owners, are being divided down into several small retail units. Retailers are using existing space more intensively. The list attached on-line to the application contained several businesses now in bankruptcy, and several more already located in Gig Harbor North, Smaller, mixed-use developments are the way to go for the future. I live in the 38th/56th St area and want a walkable, small scale neighborhood. Marla H. Peters, 5706 40th Ave Ct. NW, Gig Harbor

Kester, Jennifer

From: Scott Wagner [swagner@narrowsmarina.com]
Sent: Wednesday, July 27, 2011 11:28 AM
To: Kester, Jennifer
Subject: PL-ZONE-09-0002

Follow Up Flag: Follow up
Flag Status: Flagged

Ms. Kester,

If it is not too late to comment, please include this email.

I own property in the C1 Zone. I am in full support of the proposed changes. I believe giving property owners the ability to construct retail buildings to 100,000 square feet in this zone is a good move and will allow retailers a better chance of competing with stores in other zones and other jurisdictions.

Respectfully submitted,

Scott Wagner
253.225.1718 cell
253.564.3474 office
253.564.3475 fax
swagner@narrowsmarina.com

This email message may contain confidential and privileged information. Any unauthorized use is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Kester, Jennifer

From: Jennifer Asplund [asplund@centurytel.net]
Sent: Wednesday, July 27, 2011 7:28 PM
To: Dolan, Tom
Cc: Kester, Jennifer
Subject: C-1 Text zone change supporter

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Dolan,

My name is Jennifer Asplund. My address is: 6608 77th Ave Ct NW, Gig Harbor, WA. 98335. I have lived in the Gig Harbor area since 1993, excluding a 5 month period when we sold our Fox Island home. I am not a regular participant of City Council or City Planning meetings but did attend the planning meeting last Thursday night regarding the C-1 text zone change. I was extremely intimidated by the number of people that showed up to talk against the C-1 text zone change. I realize I'm probably too late in letting you know this but had I realized that there was going to be an organized group that was against the change to dominate the meeting that night, I would have come with a group of supporters who are in favor of the change, not for a Wal-Mart, but definitely for a Fred Meyers. Now it sounds like Fred Meyers has given up on building in Gig Harbor because the City Council has postponed action and made the process so difficult that Fred Meyers has pulled their letter of intent.

Fred Meyers is a repeatable store that takes care of their employees and the community around them. They care about what the public thinks about them, not just for sales sake, but because their founder was a caring man. They still hold to the standards of their original founder so they don't want to come into a city that isn't going to support them. I'm really disappointed that our city council hasn't welcomed a new full service Fred Meyer.

I just don't understand the logic since we now have a new large cement block style building, visible from the freeway, at the Stroh's property and currently, Fife RV is parking hundred's of RV trailers on the property that the Fred Meyers wanted to build on. How is it that a Fred Meyers would be worse than those. I realize none of these must have required zone changes but just because a zone requirement is set at 65,000 square feet or less for retail only, doesn't mean that it should stay that way forever. Our community has changed and grown over the past several years and hopefully, our city will make the necessary zone changes to allow for needed growth and to accommodate the people living in and around the west side of Gig Harbor.

Should we ever be so fortunate as to have the opportunity to welcome a full service Fred Meyers to our community again, I'm getting involved and will gladly give you, our City Council and Planning Commission, a more realistic idea of what the majority of our community members want.

Thank you for taking the time to hear my opinion on this topic. If you should have any questions, please feel free to contact me at (253) 677-4977.

Sincerely,
Jennifer Asplund
6608 77th Ave Ct NW
Gig Harbor, WA. 98335
(253) 858-1761 home
(253) 677-4977 cell

cc: Jennifer Kester

Peter Holst
11613 122nd Ave KP N
Gig Harbor WA 98329
July 27, 2011

RECEIVED
CITY OF GIG HARBOR
JUL 29 2011
COMMUNITY
DEVELOPMENT

Jennifer Kester
Senior Planner
Gig Harbor Planning Commission
3510 Grandview Street
Gig Harbor WA 98335

Dear Jennifer Kester:

I am a resident of Key Peninsula since 1993 and shop in Gig Harbor, and I am writing to express my full support for the pending decision to increase the retail building size from 65,000 square feet to 100,000 square feet.

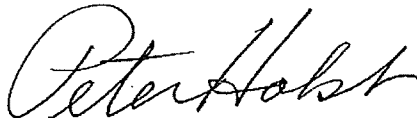
I understand that some in our community have voiced concern over the possibility of removing the restriction of 65,000 square feet. Some feel the concern for "preservation of character" and "feel of our city" and competition to existing businesses in Gig Harbor should trump the concern of others such as my wife and me. To shop at a full service Fred Meyer store we and other residents of Gig Harbor and Key Peninsula have to travel to Port Orchard or pay a Narrows Bridge toll and shop in Tacoma.

Gig Harbor sales tax revenue could get a big increase with a Fred Meyer full service store located where the "eyesore RV sales lot" is presently. I believe this is the type of store that is best for our community and what most people want.

I urge you to move forward on the decision to remove the restriction of retail building restriction of 65,000 square feet.

I am looking forward to your response.

Sincerely,



Peter Holst

RECEIVED
CITY OF GIG HARBOR
AUG 11 2011
COMMUNITY
DEVELOPMENT

2505 50th. St. Ct. NW
Gig Harbor, WA 98335
July 30, 2011

Dear Planning Commission,

I was at the July 21 Planning Commission meeting to discuss increasing the size of retail commercial buildings. "There was an overwhelming rejection of building a Big Box Store on this proposed site. And, yet, you are still considering recommending this proposal. Where were the 40 % of the people who were in favor of this change that Michael Fisher said wrote in? Not one of them was at the meeting and spoke.

Michael Fisher of the commission stated in the paper that a Box Store would provide a strong anchor for more tax revenue. Is this the bottom line, more money and to heck with the way we want to see Gig Harbor grow? Isn't the new Safeway and the proposed Kohl's, encore stores that will bring in revenue?

We built Gig Harbor North for Big Box Stores and that is where they should be. We already have Safeway, QFC, Pharmacies, Harbor Greens and locally owned Ace Hardware in this area. The traffic is already terrible at the intersection, but they say there won't be much impact with a Big Box Store. How could that be?

And, yes, I do shop downtown and I love our little city and hope it stays that way.

Nancy Pool
Gig Harbor, WA

Nancy Pool

From: Herb Nightingale [mrherb_@hotmail.com]
Sent: Saturday, August 06, 2011 8:21 PM
To: Kester, Jennifer
Subject: c-1 zoning

Hello Ms Kester:

I have lived in Gig Harbor area my whole life and I am fifty-six years of age. Like those who attended the July 21 planning commission meeting I would be concerned about traffic in the area where the Fife RV Center is currently at to build a 100 sq ft store whether Fred Meyer or someother retail store. The other reason I am writing this to you is that I dont like the Fife RV Center in the location either. I am not sure whose idea it was to allow them on the property but it is overcrowded with RV's and I believe it is an eye-sore as well. I am sure a lot of citizens of Gig Harbor would agree they wouldnt want to be another Fife. I believe the property could be used for something better especially since Gig Harbor is concerned about its reputation. So whether being rezoned or not please rid of RV's.

thanks,

herb nightingale

August 17, 2011

Gig Harbor Planning Commission
% Jennifer Kester

RECEIVED
CITY OF GIG HARBOR
AUG 18 2011
COMMUNITY
DEVELOPMENT

I am unable to attend the August 18 meeting so want to reiterate my concern with allowing 100,00 square foot buildings in the C-1 zone. This would allow big box stores in an area where they would, in my opinion, be completely out of place.

Starting in 1972 I was active in the effort to protect SR16 and major arterials from "looking like Fife". The areas by Safeway and south of the prison had been cleared, and there was a huge community uproar. We successfully petitioned to have protective zoning put on the strip along SR16 that was then designated General Use. The citizen's effort was so successful in making it's point that the 1975 Gig Harbor Peninsula Land Use Regulations required that development be completely screened from SR16 and that limited visibility be allowed along arterials only if the developer agreed to site plan review. Development was then allowed visibility in reverse proportion to the impact on the natural environment. The regulations spoke to development within 500 feet of right-of-ways to be certain that they applied to development along frontage roads and interchanges.

I am enclosing a copies of pages from the 1975 county plan and regulations speaking to this. I am also enclosing a statement I wrote for the Planning Commission in about 1985 (obviously before word processing) speaking to the county regulations and the concerns that many citizens had with possible annexation of the West Side to the City of Gig Harbor because it was felt that "the city would not support in it's land use regulations the values which county residents have worked so hard to incorporate into county regulations".

You are facing a decision as to whether the city will continue to support the values that ask that development be compatible with the natural environment. When we developed Gig Harbor North it was with the idea that large stores were NOT compatible in the Gig Harbor interchange area since there was not adequate vegetation, or room for adequate vegetation, for the desired screening and landscaping. It was felt that this could be done in Gig Harbor North. I think this has been successful and that Gig Harbor North successfully reflects community values.

In 1975 the big issue was compatibility with the natural environment. It wasn't until the WalMart episode that the community became concerned with the impact that big box stores have on the smaller local stores. That is now an issue to be considered.

I hope that the Planning Commission will continue in the footsteps of commissions before you and support the desire of residents to disallow development that is not compatible with the natural environment. In my opinion 100,000 square foot one ownership buildings do not fit in that area.

Kae Paterson
7311 Stinson Ave.
Gig Harbor, WA 98335

In 1975 Pierce County adopted a land use plan and regulations for the Gig Harbor Peninsula. This came after 3 years of active citizen involvement with the county establishing community values*, goal and objectives and then expanding these into regulations.

The master goal of the Gig Harbor Peninsula Plan is:

"To provide for planned and orderly growth of the Gig Harbor Peninsula which, in keeping with the desires of the majority of its citizens and without depriving land owners and/or residents of the reasonable use of their land, will: protect and maintain the natural resources, natural environment and ecosystems; respect the natural processes; preserve the semi-rural, agricultural, open space and marine characteristics of the area, and strive for well designed and well placed development.

To achieve this Master Goal we should:

1. Use the physical characteristics of the land as the major determinants of the location and intensity of the use of land.
2. Retain as much of the land as possible in its natural state."

The objectives and regulations supporting these goals:

Encourage that land which has limitations for development (steep slopes, bogs, etc) be kept in open space.

Encourage and often require greenbelt screen buffer setbacks, preferable of natural vegetation, around developments and especially "to provide screening for all residential development from adjacent uses, especially those of a conflicting nature."

Encourage retaining the natural visual corridors along SR 16 and major arterials by, in most cases, requiring that development be screened from view from the right-of-ways.

Discourage development which detracts from the natural environment such as signs directed specifically toward SR 16.

Etc.

At present Pierce County is working on a new county-wide land use plan and regulations. At the insistence of residents of the Gig Harbor Peninsula every effort is being made to incorporate the values of the current Gig Harbor Peninsula Plan into this.

X Much of the resistance by county residents to proposed annexations of land, especially near SR 16, by the City of Gig Harbor has been based on concern that the city would not support in its land use regulations the values which county residents have worked so hard to incorporate into county regulations. In areas where the city is considering annexation, it will need to decide the degree to which the concerns of county residents* will be taken into consideration on land use regulations and design standards. This is especially important ##
when considering development of land along the SR 16 corridor where there has been continual tension between developers of commercial ^{properties} who want visibility and residents who want to maintain the natural visual corridor.

* NOTE: In 1972 when the same questionnaire on land use concerns was given to both city and county residents, the results for the 2 groups were very similar indicating that they had the same concerns and values. Subsequent questionnaires have indicated that this is still true.

From The 1975 Pierce County

"Gig Harbor Peninsula Comprehensive Plan" Page 147 of 164
"Guidelines and Policies for Development adjacent to Highways and Major Arterials"

New Business - 2

Page 147 of 164

GOALS-OBJECTIVES-PERFORMANCE POLICIES

Goal: I. Establish a visual corridor which reflects the natural beauty and semi-rural atmosphere of the Peninsula. X

To achieve this goal we should:

Objective: A. Encourage retention of natural greenbelts along property lines adjoining highways by means of suitable incentives and policies. X

Performance Policies: Satisfactory performance will be achieved when:

X 1....an appropriate amount of natural vegetation is retained in return for an appropriate increase in density, floor area or other use intensity. X

2....standards are implemented which relate the screening capability of natural vegetation varieties in the highway environment with various belt thicknesses. X

3....screening performance is judged as it will exist at the time the development is completed and not as it will exist at some time further removed. X

4....screening criteria are applied to all visible aspects of the use, including parking lots, signs, garages, fuel tanks, etc. X

Objective: B. Utilize "inverse proportion" concept in determining quantity of natural screening appropriate for a commercial or industrial use: i.e., the less the use is compatible with the rural-natural atmospheres the more natural screening required. X

Performance Policy: Satisfactory performance will be achieved when:

1....uses incompatible with the rural-natural atmosphere are completely screened from the highway and other public vantage points, whereas uses which blend well with the surrounding country side and/or demonstrate desirable and X

From 1975 Pierce County
Gig Harbor Peninsula land use
Regulations

X (g) All commercial uses, industrial uses, public facilities, multiple-dwelling uses, plats and short plats within five hundred feet of existing and proposed rights-of-way for SR-16, SR-302 or major arterials shall be completely screened from view from such rights-of-way, except as follows:

1. In existing developments, changes in use or expansions of such uses may be partially or totally exempted from the above screening requirement where the nature of the existing development would make such screening a partial or total physical impossibility. Such exemptions shall require a variance.
2. For new developments and those requiring site plan review and approval, where topography would preclude such screening, it may be partially or totally waived through the site plan review process.

In the cases of exemption above it shall be the responsibility of the applicant to demonstrate that the provision of such screening is physically impossible.

3. The requirement for such screening may be partially or totally waived along arterials, SR-302 and along those portions of SR-16 to be relocated, for uses through the site plan review process; providing, the applicant consents to submit to architectural review as provided by Section 9.210.060 of this Regulation and such waiver is consistent with the Plan.

(h) Where screening is required pursuant to (g) above, on-site canopy vegetation, ground cover or a combination of these with an earth berm shall be utilized as required by the Planning Department and/or Examiner in conformance with this Regulation and with the Plan. The buffer greenbelt used to screen such uses shall be a minimum of twenty-five feet in width (as measured from the right-of-way) and shall be broken only at points of vehicular entrance. In the case of SR-302, other portions of State Highways not intended to be limited access and arterials, curb cuts shall be kept to a minimum and street graphics shall be visible from the rights-of-way only at points of vehicular or pedestrian entrance. Such street graphics shall not exceed twenty square feet in area; shall be used to identify the use in nature; shall be for the use where it is located; shall be designed to fit into the natural surroundings; and may be lighted as provided in Chapter 9.260 (except that only white light is permitted in all but the Urban Environment) and such lighting shall only be used during hours of darkness in order to conserve energy.

Kester, Jennifer

From: Jeff Lang [jefflang76@gmail.com]
Sent: Wednesday, August 24, 2011 9:28 AM
To: Kester, Jennifer
Subject: BIG BOX STORES in "The Quaint Maritime City?"

Follow Up Flag: Follow up
Flag Status: Flagged

NO BIG BOX LA TYPE STORES IN GIG HARBOR! GET IT??? FORGET THE GREED AND USE "COMMON SENSE." Tacoma and Port Orchard are close enough. Keep the charm of this community, so don't destroy it. Call me to discuss 253-857-1839.

All the Best,

Jeff Lang

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Gig Harbor, WA 98335

Direct: (253) 857-1839

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Email: jefflang76@gmail.com

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"Consistent Winner of the 100% Club"

"President of the G.G. Club"

If you are moving ANYWHERE in the world-contact me, I have the best Agents.

Kester, Jennifer

From: Andrews, Cindy
Sent: Wednesday, August 24, 2011 10:45 AM
To: Kester, Jennifer
Subject: FW: Notice of DNS
Attachments: image002.gif

Follow Up Flag: Follow up
Flag Status: Flagged

Cindy Andrews
Community Development Assistant
City of Gig Harbor Planning Department
(253) 851-6170
andrewsc@cityofgigharbor.net

From: Jeff Lang [mailto:jefflang76@gmail.com]
Sent: Wednesday, August 24, 2011 9:24 AM
To: Andrews, Cindy
Cc: sam.goodwill@boeing.com; 'Erin Sterling'
Subject: RE: Notice of DNS

So let's turn "The Quaint Maritime City" into a LA scenario. Cut the greed, and use common sense. We don't want BIG BOX stores,,,get it?
Mr Lang

From: Andrews, Cindy [mailto:andrewsc@cityofgigharbor.net]
Sent: Wednesday, August 24, 2011 8:57 AM
To: Andrew Carberry; Andrew Isar; Barbara Harder; Barbara Simon; Barry Jaroslow; Bob Hamilton; Bruce schleicher; Carl Geist; Chris; Debra McElroy; Don Bremner; Evie Lynn; Jack Hart; James Fernbaugh; James Spitzer; Jeanine Stewart; Jeff Lang; Jennifer Asplund; Joy Peterson; Kae Paterson; Karleen Purvis; Larry and Karen Jerdel; Lee Desta; Louise Olson; Marian Berejikian; Marla Peters; Michael Crites; Monte Ro. Robinson; Pam Tellevik; Patrick Kelly; Paul Cyr; Paul Masee; Racheal Villa; Ralph Flick; Sam Goodwill; Scott Alstead; Scott Wagner; Wendy and Dirk Post
Cc: Kester, Jennifer
Subject: Notice of DNS

Please find attached the Notice of DNS - Determination of Nonsignificance for the Retail Building Size in the C-1 Zoning District. Please contact Jennifer Kester at kesterj@cityofgigharbor.net 253-853-7631 if you have any questions. Thank you Cindy Andrews

Cindy Andrews
Community Development Assistant
City of Gig Harbor Planning Department
(253) 851-6170
andrewsc@cityofgigharbor.net

Kester, Jennifer

From: Dolan, Tom
Sent: Thursday, August 25, 2011 9:38 AM
To: 'boatshop@ghboats.com'
Cc: Kester, Jennifer
Subject: RE: Size limit for new construction

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks you Mr. Robertson. We'll pass your comment on to the City Council.

Tom Dolan
Planning Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253-853-7615 Phone
253-858-6408 FAX

Plans may not always work - but planning does

"Dedicated to public service through teamwork and respect for our community."

From: David Robertson [mailto:boatshop@ghboats.com]
Sent: Thursday, August 25, 2011 9:36 AM
To: Dolan, Tom
Subject: Size limit for new construction

Hi,

I just received a mass mailer from a developer who wants to coerce the planning commission to raise the building size to 100000 sq. feet. Obviously his only reason for asking for the increase is to serve his own needs. The building sizes at the theater, etc. obviously proves that smaller buildings are just fine and serve the community well.

Please don't submit to this pressure. Do what's best for the city.

Regards,

Dave Robertson

Kester, Jennifer

From: Dolan, Tom
Sent: Friday, August 26, 2011 10:46 AM
To: Kester, Jennifer; Katich, Peter; Karlinsey, Rob
Subject: FW: Gateway Editors Comments

FYI

Tom

From: Louise Olson [louiseolson@cbbain.com]
Sent: Wednesday, August 24, 2011 10:05 PM
To: Randy Boss
Cc: Brian Mclean; paulkadzik@comcast.net; Conan, Paul; Malich, Ken; Franich, Jim; Young, Derek; Ekberg, Steve; Payne, Tim
Subject: RE: Gateway Editors Comments

Randy,

I love your passion and your letters, but I don't think you really get it. I know you're a developer, but not all development is created equal. When are you going to see that? We do not need a giant Fred Meyer in Gig Harbor! (We do not even need a giant Safeway or a Kohls, for that matter, but those appear to be a done deal.) We do not need an Olive Garden. For goodness sakes, Gig Harbor is not an aspiring Tacoma or Federal Way or Fife or Silverdale. Why are you carrying so much water for Fred Meyer, anyway? It's a little suspicious, if you ask me.

As far as the RV dealership lot is concerned, honestly, I kind of like it. I think it makes just the kind of statement we need out here in an upscale country town like Gig Harbor. I think a boat lot would be better, but RV's are okay for now. A giant Fred Meyers over there--NO thank you. Keep it to yourself. An Olive Garden?? Please. We have Fondi's now--that's plenty close enough to the faux-Italian cuisine experience you're looking for. You should try it. Or you could try a real Italian dining experience at a restaurant owned and operated by a real Italian person, who is also a small-business owner BTW--Lucano's on Judson, across from our little country PO, and our ailing ACE Hardware, and the new Mizu's, which is also suffering. Or try Red Rooster. Not Italian, I know, but cute and fun.

Speaking of Judson, why don't you put as much energy getting something decent into our downtown core in the old Thriftway/QFC, as you put into promoting Fred Meyer? Now, there's something I will support you for! :-). Oh, and one more thing, "revenue" isn't everything. We don't need to sell our (city's) soul for the almighty tax dollar. The city can learn to live on less, like the rest of us.

Warmest regards,

Louise (Olson) Richardson

Louise Olson, REALTOR
Coldwell Banker Bain
Louise@LouiseOlson.com
253-686-1197

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

From: Randy Boss [mailto:randyboss@comcast.net]
Sent: Wednesday, August 24, 2011 3:49 PM
To: Randy Boss
Subject: FW: Gateway Editors Comments

HELP! I need your help again!

I know a lot of us don't take the Gateway Newspaper any longer but I hope you have had a chance to read in today's paper the comments made by Editor Brian McLean regarding the proposed new

development on Point Fosdick - the location of those beautiful motor homes seen from SR 16 starts with praise for the developments that have occurred along Point Fosdick and the fact create needed jobs, additional shopping and dining options not to mention the increased taxes they collect which the City uses to improve our quality of life here in Gig Harbor. What he failed to mention was that those developments would not have occurred except that the Planning Commission and the City Council increased the maximum building size in the B-2 zoning area from 35,000 square feet to 65,000 square feet back in 1996 so those properties could be competitive by allowing larger building to be built. Most of that "reasoning" was a result of a request by Safeway. They needed to stay competitive with the other grocery stores in the Tacoma area and the City understood that and approved the size increase in the B-2 zone to accommodate that new 65,000 square foot grocery prototype request.

The zoning in the C-1 Commercial District was already 65,000 square feet so the City did not change that when they allowed the B-2 zone the increase from 35,000 to 65,000.

Now comes Fred Meyer who needs a minimum of 100,000 square feet to expand their operation in Gig Harbor in order to stay competitive with what's going on in the market. The all wise and heavily experienced developer Brian McLean fails to see the comparison. It was OK for Safeway to receive the 35,000 to 65,000 building size increase (86% increase) back in 1996 but not OK for Fred Meyer to gain a similar approval for an increase in building size from 65,000 to 100,000 square feet (a 54% increase) in 2008. Brian wasn't here during the Safeway debate but I wonder if he would have had the same perspective then as he has now? If so, Safeway, and the Uptown Center, would not be here today to accept his praise of great examples of reasonable development. EXPANSION APPROVED FOR THE SAFEWAY DEVELOPMENT?

Let's be clear, the Olympic Towne Center property can only develop 185,000 square feet on the land the owners have. We can build two 65,000 square foot buildings and a 55,000 square foot building which total 185,000 square feet or (as they are requesting) they could build one building that is 100,000 square feet and one building that is 85,000 square feet (or any combination not - in total - to exceed 185,000) but they cannot, and they are not asking to, build more than the 185,000 square feet. To put this into some size perspective, the MultiCare building is 98,000 square feet, the Galaxy Theatre is 65,000 square feet and the Borders Books is 20,000 square feet. There you go! 183,000 square feet! ALREADY ON THE GROUND FOR THE UPTOWN DEVELOPMENT?

Further, every building, regardless of size MUST comply with the very restrictive Gig Harbor Building Design Manual so every building, regardless of size, will look exactly like those that already exist on the ground in the Uptown Center and those that are under construction in the New Safeway development. IF THIS IS ALL TRUE THAN WHY did the Planning Commission send this 100,000 square foot request up to the City Council with a "do not pass" recommendation? CAN ANYONE ANSWER THAT QUESTION FOR ME?

Here is a quote from the Planning Staff Jennifer Kester, Senior Planner for the City of Gig Harbor; ***"...we do feel that the proposal is consistent with the commercial business land use designation that is the designation which the C-1 zoning district implements. It is intended for retail and this text amendment is regarding the size of retail buildings." "It should be noted that the neighborhood design area policy states that the Westside Neighborhood Design Area is "the primary service area for the City", BUT BUT BUT....."The large majority of the comments received since the planning commission began review have been against the proposal and it's in the opinion of the planners that this majority opinion against it really does tip the scales against the proposal."***

were specific to expanding a building from 65,000 sq ft to 100,000 sq feet. The comments were simply against growth in general and were all presented by members of the old (now defunct) Peninsula Neighborhood Association (PNA). For those of you who have been here long enough to remember the PNA, they were the group that led the fight to make sure WalMart did not get a permit to build on the land now occupied by Uptown and MultiCare fifteen years ago. No one has seen them since until September 21st of this year when Tom Morphee, who has lived in Florida for the past 10 years and not a resident of Gig Harbor - nor of Washington, happened to be in town during the public comment period and decided to round up his band of "merry men" for one last hurrah! A great time for the PNA to have an impromptu reunion BUT SHAME ON THE GIG HARBOR PLANNING STAFF FOR GIVING THEIR COMMENTS ANY WEIGHT. Not one of those comments recognized that the Olympic Towne Center can (and will) be built out to about 185,000 square feet and the only question was if one of those building could be 100,000 square feet instead of 65,000 square feet. Not one speaker addressed that issue - which is the direct question. So maybe someone can tell me why the Planning Staff said that it was those comments that "tip the scale against the project"? There was nothing relative to a "project". The question was regarding the size of the building - not the size of the project!

OK - So here's my plan. If it is truly public comment that the City Planning Staff is looking at - even over the statute, the regulations, the comprehensive plan, the growth management act, the Gig Harbor Design Manual, the Comprehensive Land Use Plan, the zoning code etc. etc. etc..... then PLEASE DUE THIS!

Hit reply above and type: I'd like to see tax revenue stay in Gig Harbor for roads and police so please approve the 100,000 square foot text amendment!

any of these or make up I'd like to have other shopping options so please approve the 100,000 square foot text amendment!

your own..... I'd like to see the developer of the Olympic Towne Center spend \$1 million to improve Point Fosdick north of Olympic so please approve the 100,000 square foot text amendment!

I'd like to have the developer pay \$1 Million to put in a new road between Olympic and 56th Street between Tanglewood and ProBuild so please approve the 100,000 square foot text amendment!

I'd like to have 400 new jobs created in Gig Harbor so please approve the 100,000 square foot text amendment!

I don't want to see Fred Meyer leave town just because they can't grow so please approve the 100,000 square foot text amendment!

I'd like to see new quality retail instead of those motor home from SR 16 so please approve the 100,000 square foot text amendment!

I'd like to see Olive Garden build a new restaurant in Gig Harbor so please approve the 100,000 square foot text amendment!

I'd like to see the new Family Entertainment Center with 25 bowling lanes and rock wall so please approve the 100,000 square foot text amendment!

I'd like to have at least 200 positive comments to turn in against the 20 negative no growth comments against so if it is truly "public comments" that "tip the scale" I'd like to turn that scale on its head!

Please pass this e-mail on to your friends and family and have them send me their comments. I look forward to your help (as always) and give me a call if you want to talk.

THANK YOU in advance!

Randy Boss
(253) 279-8877 (Cell)

If you do not want to receive e-mails in the future please simply type remove.

=

SEP 7 - 2011

CITY OF GIG HARBOR

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

August 24, 2011

Dear Council Members,

I was at the Planning Commission meeting last week and was very pleased by the vote of the Commissioners pertaining to the Retail Building size.

Jim Pasin talked about the message we were sending to the Company who wanted to expand their store in the new development. I assume he was talking about Fred Meyer. Fred Meyer is dearly loved on the other side of the freeway and its closing would be a great loss to those of us on the other side. Since QFC, in the city, has closed and left empty buildings, what do you suppose would happen to the space left by Fred Meyer?

He said the building of a Big Box Store would provide jobs in the construction of the building. How do we know this? Don't large corporations have their own contractors etc. that would be brought in? Wouldn't the construction of smaller buildings still bring in jobs?

I really resent Randy Boss's remark that he it was outrageous that the decision was made by comments of "no growth people". I never heard one remark at the first meeting that was for this change. We are not "no growth people", we just want the growth to stay within the present restrictions. The Public is Gig Harbor, not Randy Boss, who is just interested in making money by building one huge structure thereby saving on costs for his clients.

Doesn't he understand that it isn't commercial development we are against; it's the size of the buildings?

How would Safeway react to this change in restrictions? It seems like they are doing an excellent job by abiding by the rules. Big Box Stores belong in Gig Harbor North, not in the city limits.

Sincerely



Nancy Pool
Gig Harbor, WA

Kester, Jennifer

From: Tomi Kent Smith [TOMIKENT@MSN.COM]
Sent: Wednesday, September 14, 2011 7:45 AM
To: Kester, Jennifer
Subject: Fw: Westside Building Size 65000 VS 100000

Importance: High

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

From: Tomi Kent Smith
To: [Chuck Hunter](mailto:Chuck.Hunter@cityofgigharbor.net) ; paynet@cityofgigharbor.net ; kadzikip@cityofgigharbor.net ; [Malich, Ken](mailto:Malich, Ken@cityofgigharbor.net) ; franichj@cityofgigharbor.net ; ekbergs@cityofgigharbor.net ; conanp@cityofgigharbor.net ; youngd@cityofgigharbor.net
Sent: Friday, September 09, 2011 11:50 AM
Subject: Westside Building Size 65000 VS 100000

As an 'older harborite' which Brian McLean referred to several of the townspeople in his last editorial I would like to stress my believe that historical preservation and growth can coexist in the same community.

Our City's comprehensive plan has attempted to provide opportunities for both. In setting aside specific areas they, the City, is providing a livable plan to avoid turning our community into a mishmash of development. Several years of planning has gone into the comprehensive plan, and changes have been made when beneficial during the 35 years I have lived in this community.

One change I object to though is Mr. Boss' request to change the building size from 65,000 SF to 100,000 SF in the Westside area. We currently have three successful commercial complexes in Westside: Uptown, Harbor Plaza and Safeway. Uptown is along with the Multicare medical complex a newer development. Safeway is currently redeveloping their property. Both developments are within the 65,000 SF building(s) and are experiencing no difficulties with their visions. We also have several smaller commercial complexes in that general area also developed within the current guidelines. If Mr. Boss' unnamed clients require a building larger than 65,000 SF, what prevents that client for occupying two separate but adjacent buildings in the complex?

In my view, it is preferable when vacancies occur to have smaller properties vacant than larger buildings especially since the larger buildings remain vacant for a longer duration. Two examples would be the former Thriftway/QFC location in downtown and the former Borders location in Uptown.

As we are all too aware, larger businesses/corporations suffer economical downturns just as smaller independent business owners. Over extension whether financially or in real estate development does not benefit anyone.

Ms. Tomi Kent Smith
3414 Harborview Drive
Gig Harbor, WA 98332

Kester, Jennifer

From: Scott Wagner [swagner@narrowsmarina.com]
Sent: Wednesday, September 14, 2011 4:33 PM
To: Kester, Jennifer
Subject: Scott Wagner C1 Zoning Ammendment Comments

Jennifer,

I will not be able to attend the public meeting but was wondering if you could pass on to Council that I own property in the C1 Zone and although my property is not close to large enough to build a 100,000 retail building, I am in full support of the amendment. I fell that there are many safeguards in the GH zoning code, and as long as all codes are met that increasing the size will only benefit the City and its residents.

Thank you,.

Scott Wagner
253.225.1718 cell
253.564.3474 office
253.564.3475 fax
swagner@narrowsmarina.com

This email message may contain confidential and privileged information. Any unauthorized use is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Terry Weller [weller01@msn.com]
Sent: Thursday, September 15, 2011 2:25 PM
To: Kester, Jennifer

I have lived in Gig Harbor for over 20 years. The reason I fell in love with Gig Harbor was because it was so unlike the other places my husband and I looked at with a view to living in. We loved the quaintness, the peacefulness, the laid back nature of the town and the lack of the hustle and bustle found in Puyallup and Federal Way. In both those places you have to wait at least three traffic light changes before you can get to where you want to go! There is tremendous traffic and dirt in the air.

We already have North Gig Harbor where there are large box stores. There is "Uptown" that caters quite well to all our other needs. There is going to be a new Safeway and a Kohl's and also a new tenant in the Borders building, so why on earth do the citizens of Gig Harbor need yet another big store. I know that certain people want a Mega Fred Meyer store on the parcel in question and all I can say is, we already have a very nice Fred Meyer grocery store and a very nice Target store. Fred Meyer Mega store is neither as good as or as cheap as Target, so why do we need it, especially there.

The congestion, traffic wise, is horrendous at certain times of the day and one can only imagine what it will be like if another big store is allowed in that corridor. Is the road going to be widened? Turn lanes provided?

Please, please, please keep the requirements as they are, otherwise we are just going to be like Puyallup, Federal Way and Kent.

Sincerely

Terry Weller

Kester, Jennifer

From: Beth Pedersen [bepeder@comcast.net]
Sent: Thursday, September 15, 2011 4:12 PM
To: Kester, Jennifer
Subject: Zoning code changes

Attn: Gig Harbor City Council Members:

I feel very strongly that it would be an enormous mistake to amend Chapter 17.40 of the Gig Harbor Municipal Code to increase the allowable sq. footage for retail commercial buildings in most of the City's C-1 zoning districts from 65,000 square feet to 100,000 square feet. We already have way too many traffic problems caused by large retail and other establishments; we do not need to become another Federal Way or North Gig Harbor.

Beth Pedersen
5107 47th Ave. NW
Gig Harbor, WA 98335

Kester, Jennifer

From: fredandromaghwa@centurytel.net
Sent: Sunday, September 18, 2011 12:39 PM
To: Kester, Jennifer

Follow Up Flag: Follow up
Flag Status: Flagged

When my family and I moved to Gig Harbor thirty-two years ago, it was a nice little town that we fell in love with. Small-town living was our dream after travelling the world with the military for twenty-seven years. Little by little, we have seen our dream erode. I'm sure many other residents feel the same way.

Not all growth has been bad, but some of it is getting out of hand. Point Fosdick is starting to look like Hwy. 99 in Federal Way. Not a pretty sight!! Fife RV is a blight on the landscape. They don't care how bad they make our city look. They just want to make money. No harm in that, but please don't allow them or any other businesses to build huge buildings in that area. Once you open the door, there will be no holding back and Point Fosdick will look like North Gig Harbor-----all big-box stores. The traffic will be an absolute nightmare (It's bumper-to-bumper now.). Is that what you really want for this city? I'm urging you to do the right thing and keep the building limit to 65,000 sq. ft.

Roma Loehmer

Gig Harbor

Kester, Jennifer

From: Bill Bogue [bbogue2@hotmail.com]
Sent: Monday, September 19, 2011 7:41 AM
To: Kester, Jennifer
Subject: Comment on PL-ZONE-09-0002 - Retail Building size in C-1 District

Follow Up Flag: Follow up
Flag Status: Flagged

Please accept this email as a 'written comment' to the proposal to increase retail building size in the C-1 District from 65,000 sqft to 100,000 sqft.

I am opposed to this proposal. The mass and scale of 100,000 sqft building with it's associated parking lot requirements are out of scale with the district. Gig Harbor North is the area designated for large footprint retail buildings.

Thank you,
Bill Bogue
3603 48th ST CT NW
Gig Harbor, WA 98335

Kester, Jennifer

From: watson@windermere.com
Sent: Friday, September 16, 2011 3:51 PM
To: Kester, Jennifer
Subject: Regarding the changing of zoning

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Jennifer,

I hope that all is well with you. I just wanted to send a quick email to you regarding the changing of zoning associated with the Fred Meyer application or the Point Fosdick location.

I wanted you to know that I support the change of zoning and know many others that do as well. Having another shopping option for our wonderful community would be GREAT. The current tenant of the property Fife RV could not be ANYMORE of an eyesore.

I am hopeful that the City will give some serious consideration to the zoning change, it is good for the order.

Thank you for your time and consideration. Please let me know if you have any questions.

Sincerely,

Sean L. Watson
Windermere Gig Harbor
253-858-2927

* Selling Real Estate in Gig Harbor for over 20 years.

From: ldireland@aol.com
Sent: Monday, September 19, 2011 4:06 PM
To: Kester, Jennifer
Subject: 9/26 HEARING

I think Gig Harbor should allow a super Fred Meyer where the Fife RV is now located. I do not think it will effect the "character of Gig Harbor". Safeway is expanding their store and putting in a Kohl's store, what is the difference. Putting in a super Fred Meyer would keep people from going to Tacoma or Port Orchard and would be good for Gig Harbor's revenue and employment. I think looking at a bunch of RV's is worse than looking at a Fred Meyer store. I have lived in Gig Harbor all my life and I do not think a Fred Meyer on 16 will effect the down town "character".

Linda Ireland



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

Subject: Interim Ordinance Implementing FEMA Option #3 - Permit-by-Permit Demonstration of Compliance under the Endangered Species Act

Proposed Council Action: Adopt Ordinance No. _____, declaring an emergency and adopting interim development regulations relating to development in the flood hazard and buffer areas to take effect immediately.

Dept. Origin: Planning Department

Prepared by: Angela Belbeck, City Attorney;
Peter Katich, Sr. Planner

For Agenda of: September 26, 2011

Exhibits: Ordinance; Sept. 21, 2011 letter from FEMA

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	_____
Approved as to form by City Atty:	_____
Approved by Finance Director:	_____
Approved by Department Head:	_____

Expenditure Required	\$ n/a	Amount Budgeted	\$ n/a	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In *National Wildlife Federation and Public Employees for Environmental Responsibility v. FEMA, et al.*, 345 F. Supp. 2d 1151 (2004), the U.S. District Court for the Western District of Washington ruled that FEMA must undergo formal consultation under Section 7 of the Endangered Species Act ("ESA") because the implementation of the National Flood Insurance Program ("NFIP") may affect listed species found in the Puget Sound Region. As a result of the consultation, National Marine Fisheries Service ("NMFS") issued a Biological Opinion on September 22, 2008, documenting the adverse effects of FEMA's NFIP on listed species found in the Puget Sound Region, which includes Puget Sound Chinook Salmon, Puget Sound Steelhead and Southern Resident Killer Whales. The Biological Opinion can be viewed at:
https://pcts.nmfs.noaa.gov/pls/pcts-pub/pcts_upload.summary_list_biop?p_id=29082.

The Biological Opinion has generated numerous questions in implementing its requirements, and staff has attended workshops heavily attended by many of the 122 jurisdictions affected in the State of Washington. John Graves from FEMA's Mitigation Division sent the attached letter dated September 21, 2011 (received September 23, 2011) acknowledging receipt of the City's Option 2 submittal package, acknowledging that the City is defaulting to Option 3, and included a "Frequently Asked Question" memo regarding Option 3 implementation.

In order to maintain eligibility in the NFIP, participants must demonstrate compliance with the Biological Opinion by choosing one of three options provided by FEMA: Option 1 - adopt the FEMA-developed ESA compliant model ordinance; Option 2 - meet FEMA checklist for ESA compliance with current regulations; or Option 3 - permit by permit demonstration of ESA compliance. The model ordinance under Option 1 is drafted for communities with rivers and does not work with the City's developed shoreline. As for Option 2, to date only the City of Everett and Skagit County have completed the Option 2 process. The City is currently undergoing review by FEMA for Option 2 but that option will not become effective until the City completes the update of its Shoreline Master Program in 2012. If a jurisdiction does not implement Options 1 or 2, the default is to Option 3. This requires the City to maintain documentation from the applicant obtained from a habitat assessment or Section 7 consultation with NMFS, that demonstrates compliance with the ESA. The requirements under the proposed interim regulations will implement Option 3 for the next 6 months, at which time we may need to extend the effective date with a work plan with better knowledge on the timing of adoption of the Shoreline Master Program and the City's ability to shift to Option 2, eliminating the need for these interim regulations.

FISCAL CONSIDERATION

No changes to permit application fees are proposed at this time. If it is determined that the additional review process entails more staff time than anticipated, staff will propose an adjustment to the City's standard fees schedule.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION/MOTION

Adopt Ordinance No. _____, declaring an emergency and adopting interim development regulations relating to development in the flood hazard and buffer areas to take effect immediately.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS RELATING TO DEVELOPMENT IN SPECIAL FLOOD HAZARD AREAS AND WITHIN 200 FEET LANDWARD OF SPECIAL FLOOD HAZARD AREAS; MAKING FINDINGS OF FACT; REQUIRING A HABITAT ASSESSMENT OR LETTER FROM NMFS OR FEMA ESTABLISHING COMPLIANCE WITH THE ENDANGERED SPECIES ACT; SETTING A PUBLIC HEARING FOR NOVEMBER 14, 2011, IN ORDER TO TAKE PUBLIC TESTIMONY REGARDING THE INTERIM DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, in *National Wildlife Federation and Public Employees for Environmental Responsibility v. Federal Emergency Management Agency, et al.*, 345 F. Supp. 2d 1151 (2004), the United States District Court for the Western District of Washington ruled that the Federal Emergency Management Agency ("FEMA") must undergo formal consultation under Section 7 of the Endangered Species Act ("ESA") because the implementation of the National Flood Insurance Program ("NFIP") may affect listed species found in the Puget Sound Region; and

WHEREAS, the as a result of the consultation, National Marine Fisheries Service ("NMFS") issued a Biological Opinion on September 22, 2008, that documented the adverse effects of FEMA's NFIP on listed species found in the Puget Sound Region, which includes Puget Sound Chinook Salmon, Puget Sound Steelhead and Southern Resident Killer Whales; and

WHEREAS, cities that participate in the NFIP must demonstrate compliance with the Biological Opinion by choosing one of three options provided by FEMA: Option #1 - adopt the FEMA-developed ESA compliant model ordinance; Option #2 - meet FEMA checklist for ESA compliance with current regulations; or Option #3 - permit by permit demonstration of ESA compliance; and

WHEREAS, the City is currently undergoing review by FEMA for Option #2 but that option cannot become effective until the City completes the update of its Shoreline Master Program; and

WHEREAS, until the requirements for Option #2 are met, the City believes that Option #3 best meets the needs of the environment and community. This requires the City to maintain documentation from the applicant obtained from a habitat assessment or Section 7 consultation with NMFS, that demonstrates compliance with the ESA. This documentation is to be maintained by the City with the applicable permit file and available for FEMA review upon request; and

WHEREAS, because the federal requirement took effect September 22, 2011, the Gig Harbor City Council has therefore determined that an emergency exists which necessitates that this ordinance be enacted as an interim development regulation on an emergency basis in order

to preserve the public health, safety, and welfare and to avoid vesting of development applications that are contrary to the provisions of this ordinance;

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

Section 1. Findings. The recitals set forth above are hereby adopted as the Gig Harbor City Council's findings in support of the interim development regulations imposed by this ordinance. The Gig Harbor City Council may, in its discretion, adopt additional findings after conclusion of the public hearing referenced in Section 3 below.

Section 2. Interim Development Regulations.

A. Definitions.

1. "Biological Opinion" means that certain opinion issued by the National Marine Fisheries Service on September 22, 2008, recommending changes to the implementation of the National Flood Insurance Program in order to meet the requirements of the Endangered Species Act in the Puget Sound watershed.

2. "Biologist, qualified" means a person who possesses a bachelor's degree from an accredited college in biology, a branch of biology, limnology, biometrics, oceanography, forestry or natural resource management, with experience preparing reports for the relevant type of habitat.

3. "Endangered Species Act" or "ESA" means 16 U.S.C. 1531 *et seq.*, as amended.

4. "Habitat Assessment report" means a report prepared by a qualified biologist that assesses the proposed development and identifies potential impacts, required mitigation, and whether or not the development adversely affects water quality, water quantity, flood volumes, flood velocities, spawning substrate and/or floodplain refugia for listed salmonids under the requirements of the Endangered Species Act.

5. "Likely to Adversely Affect" or "LAA" means the effects of the development will result in short- or long-term adverse effects on listed species or designated habitat area.

6. "May Affect, Not Likely to Adversely Affect" or "NLAA" means the effects to the listed species or designated critical habitat are insignificant and/or discountable.

7. "No Effect" or "NE" means the development has no effect whatsoever to the listed species or designated critical habitat.

8. "Riparian Buffer Zone" includes all parcels located within 200 feet landward from the +9 elevation (NGVD 1929 datum).

9. "Special Flood Hazard Area" or "Area of Special Flood Hazard" has the same meaning as set forth in GHMC 18.10.040(C) and as determined under GHMC 18.10.050(B).

B. Habitat Assessment Required. In addition to the requirements set forth in chapter 18.10 GHMC, if applicable, and other applicable development regulations in the Gig Harbor Municipal Code, no development permits may be issued on any parcel partially or fully within the Special Flood Hazard Area or Riparian Buffer Zone unless the Planning Director or designee, after review of a Habitat Assessment report provided by applicant, has determined the development meets the standards of NE or NLAA, or the applicant submits a letter from the National Marine Fisheries Service ("NMFS") or the Federal Emergency Management Agency ("FEMA") stating that the development complies with the requirements under the Biological Opinion and the ESA.

C. Process. The Planning Director or designee shall review the Habitat Assessment Report to determine whether the development meets the standard of NE, NLAA or LAA. If the Planning Director or designee determines that the development is LAA, then the City may not issue the development permit unless the development is redesigned to a point where the assessment is NLAA or NE. If a development cannot be redesigned to meet the standard of NLAA or NE, the development may only be permitted if the applicant submits a letter from NMFS or FEMA demonstrating concurrence through a consultation under Section 7 or 4(d) of the ESA or issuance of an incidental take permit under Section 10 of the ESA. The Habitat Assessment and/or concurrence letter from NMFS or FEMA shall be retained in the permit file.

D. Exemptions. The following development is exempt from the requirements set forth in Section B above:

1. Repair or remodel of an existing building in its existing footprint, including buildings damaged by fire or other casualties;
2. Removal of noxious weeds;
3. Replacement of non-native vegetation with native vegetation;
4. Lawn and garden maintenance;
5. Removal of hazard trees;
6. Normal maintenance of public utilities and facilities; and
7. Restoration or enhancement of floodplains, riparian areas and streams that meet federal and state standards.

Section 3. Public Hearing. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council hereby sets a public hearing for November 14, 2011 at 5:30 p.m. or as soon thereafter as the matter may be heard in order to take public testimony on the amendments adopted by this ordinance. The City Council may, in its discretion, adopt additional findings justifying the interim development regulations after the close of the hearing.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 6. Effective Period for Interim Regulations. The interim development regulations adopted by this ordinance shall remain in effect through March 25, 2012, and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and

RCW 35A.63.220 prior to expiration, or unless the same are repealed or superseded by permanent regulations prior to expiration.

Section 7. Declaration of Emergency. The Gig Harbor City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare.

Section 8. Publication. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

Section 9. Effective Date. This ordinance shall take effect immediately upon passage by a majority vote plus one of the entire membership of the Council, as required by RCW 35A.12.130.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 26th day of September, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796



FEMA

September 21, 2011

Mr. Tom Dolan
Director, Planning Department
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

Dear Mr. Tom Dolan:

The City of Gig Harbor has chosen to demonstrate compliance with the National Flood Insurance Program (NFIP) Biological Opinion by choosing to provide a copy of any ordinances, procedures, and policies that equal or exceed the performance standards in the Programmatic Checklist for the NFIP Biological Opinion (Option 2). On June 24, 2011 FEMA Region X received a submittal package for our review.

FEMA Region X is currently reviewing your submittal and anticipates providing comments in the near future. This letter is to inform you that on September 22, 2011, your community will default to demonstrating permit by permit compliance (Option 3) until such time as FEMA can approve the submittal. The enclosed guidance memorandum entitled "What does it mean to be in Door 3?" provides additional information on how communities can implement a permit by permit approach to demonstrating compliance with the ESA when issuing a floodplain development permit.

For more information, please visit the FEMA Region X ESA/NFIP website at <https://www.fema.gov/about/regions/regionx/nfipesa.shtml> or feel free to contact me at john.graves1@dhs.gov or 425-487-4737.

Sincerely,

A handwritten signature in black ink, appearing to be "John Graves", written over a horizontal line.

John Graves, CFM

Senior NFIP Specialist

Frequently Asked Question:

What does it mean to be in "Door 3"?

Federal regulations and local community ordinances mandate that communities that participate in the National Flood Insurance Program (NFIP) must require project proponents to obtain a floodplain development permit from the local community for any ground disturbing project proposed to occur within the Special Flood Hazard Area (SFHA). Communities must also ensure that all other federal, state, and local permits have been received prior to issuing a floodplain development permit. Communities may choose to provide a programmatic guarantee that floodplain development is compliant with the Endangered Species Act (ESA) by either adopting the Model Ordinance issued by FEMA Region X ("Door 1"), or by providing a copy of their ordinances, policies, and regulations that meet the performance standards of the Biological Opinion. Region X has developed a checklist communities can use for this option ("Door 2") to demonstrate that resources will be protected. There may be instances when a habitat assessment may be required for projects that are proposed in the SFHA that do not meet the performance standards of the Biological Opinion. These projects may still be permitted provided a habitat assessment is completed and the project is determined that it does not have an adverse effect. Section 7 of the FEMA Region X ESA Compliant Model Ordinance provides clarification on when a habitat assessment is required.

Absent a programmatic approach through Door 1 or Door 2, communities must ensure that development in the SFHA will not cause harm to threatened or endangered species, or that any harm from floodplain development is exempt from the take prohibition contained in Section 9 of the ESA. Any project that may have an adverse impact on threatened and endangered species must receive an incidental take permit under Section 10 of the ESA. Applicants for development projects in the SFHA must assess the impact of the proposed development on salmon habitat on a permit by permit basis ("Door 3"). In order to avoid allowing incremental, systemic loss of essential ecosystem features to occur, the compliance standard for Door 3 must be a high showing that individual projects seeking to develop in the floodplain will retain the full level of existing baseline function. The impact of a project on habitat may be difficult to evaluate because there is often little or no information on the baseline conditions of the site's natural features and habitat functions. The scope, magnitude, and risks associated with possible impacts to populations or their habitats vary greatly by project. A habitat assessment is needed to identify those natural processes and habitat functions that currently exist (i.e. the environmental baseline) and determine how the proposed project will affect them. Communities should consult their legal counsel to determine if their current regulations include the authority to require the completion of habitat assessments for projects located within the SFHA. Communities may want to consider requiring a habitat assessment for projects that are required to undergo a Washington State Environmental Policy Act (SEPA) review. Although SEPA thresholds are often limited to larger projects, a community may choose to lower the thresholds for which a project is required to submit for a SEPA review. Additionally, many communities require critical areas reports for projects occurring within designated critical areas and may request additional data for projects that are in a frequently flooded area. Communities that implement this approach may need to require additional data in order ensure the standards for conducting habitat assessments are met.

The FEMA Region X Guidance for conducting Habitat Assessments is available at:
<https://www.fema.gov/about/regions/regionx/nfipesa.shtm>.

If a permit applicant has prepared a Biological Evaluation or a Biological Assessment that includes an effects analysis of the proposed actions of the current project, and has received concurrence from United States Fish and Wildlife Service (USFWS) or National Marine Fisheries Service (NMFS) (the services), the project is deemed to comply with the ESA. As an example, projects requiring a federal permit under Section 404 of the Clean Water Act would likely follow a consultation process through the U.S. Army Corps of Engineers Regulatory Branch. The Section 404 permit process includes consultation with the U.S. Fish and Wildlife Service (USFWS), and/or the National Marine Fisheries Service (NMFS). Such consultations are required under Section 7 of the ESA. Applicants may also consult with NMFS through Section 10 of the ESA by providing a Habitat Conservation Plan (HCP) for their project; for example the Storedahl Gravel project, or by providing evidence that the project falls under an existing consultation conducted under Section 4(d) of the ESA. Many section 4(d) projects fall under the Regional Road Maintenance Program. A new habitat assessment will not be required for the project if it has already received concurrence from the services.

Once it is determined that a habitat assessment is needed in order to describe baseline habitat conditions and have a basis to estimate possible impacts from proposed project actions, a step by step assessment process is recommended in the FEMA Region X guidance for conducting Habitat Assessments. Communities should use or direct applicants to sources of information that are readily available in order to provide detailed information that may be necessary to include in the habitat assessment. Some potential sources of information are the Shoreline Characterization Reports use for a community's Shoreline Master Program, Watershed Resource Inventory Area (WIRA) reports, and critical areas inventories.

NMFS, USFWS, and the Corps use the following effects determination criteria and this language needs to be used for habitat assessments:

- No Effect (NE): the project has no effect whatsoever to the listed species or designated critical habitat.
- May Affect, Not Likely to Adversely Affect (NLAA): the effects to the listed species or designated critical habitat are insignificant and/or discountable. A determination of NLAA would be made for those activities that have only a beneficial effect with no short or long-term adverse effects.
- Likely to Adversely Affect (LAA): the effects of the project will result in short -or long-term adverse effects on the identified species or designated habitat area.

If the effects determination is NLAA, the report should indicate what minimization and conservation measures would help eliminate or minimize the impact. For example, the permit applicant could time certain construction work to occur when the species are not present in the project area. If the assessment finds a project is LAA, then the floodplain development permit cannot be issued unless the project is redesigned to a point where the assessment is NLAA. If a project cannot be redesigned to meet the standard of NLAA, the project may only be permitted if the project has received concurrence from NMFS through a consultation under Section 7, 4(d), or

10 of the ESA. The attached simplified permitting process flowchart will help communities understand the steps required to permit a development project in the SFHA.

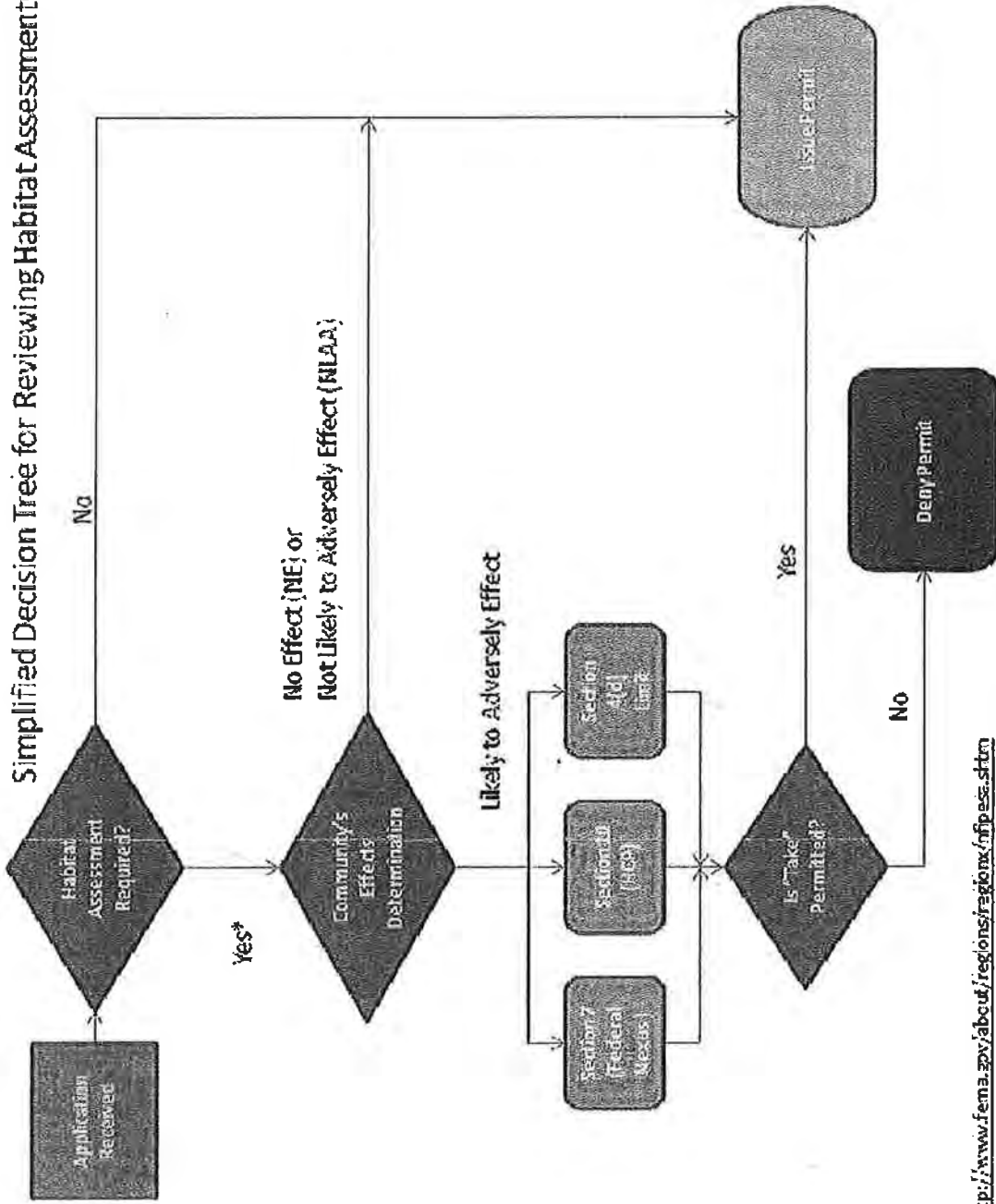
It is recommended that applicants start with conceptual development plans and conduct a preliminary impact assessment before they invest in detailed project plans and specifications. Continued communication with community staff will also help identify problems and solutions before too much time and/or money is spent on a project that may require additional mitigation measures, if allowed.

It may be necessary for some communities with limited staff to require assistance to evaluate the adequacy of habitat assessments. The FEMA Region X Habitat Assessment Guide does allow for flexibility in many aspects of the assessment. Review of assessments will require some familiarity with the information needed to adequately portray and interpret fisheries population and habitat survey data. FEMA Region X can provide assistance to communities preparing habitat assessments. Communities with low levels of floodplain development may receive one on one assistance for their occasional permit. Communities with moderate to high levels of development may receive training on how to conduct a habitat assessment.

A permit applicant should weigh the cost of preparing the assessment and the mitigation plan, should one be needed, against the cost of locating the project outside the SFHA. It may cost less in time and money to simply avoid the SFHA.

For additional information please view the FEMA website at:
www.fema.gov/about/regions/regionx/nfipesa.shtm or contact John Graves at john.graves1@dhs.gov or 425-487-4737.

Simplified Decision Tree for Reviewing Habitat Assessments



* See <http://www.fema.gov/about/regions/regionx/nfip/ess.shtml> for the latest guidance from FEMA on conducting Habitat Assessments