

Gig Harbor City Council Meeting



**August 12, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
August 12, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of July 22, 2002.
2. Correspondence: a) Korean American Association of Tacoma.
b) Dragon Boat Races – Mayor Bill Baarsma.
c) AWC – Risk Management.
3. Storm Water Facilities Maintenance Agreement and Restrictive Covenant.
4. New Street Names at the Meadows Subdivision.
5. Contract Renewal – Land Use Hearing Examiner Services.
6. Liquor License Renewals: Hy Iu Hee Hee; Olympic Village 76 Station
7. Approval of Payroll for the month of July:
Checks #1588 through #1656 in the amount of \$216,753.27.
8. Approval of Payment of Bills for August 12, 2002.
Checks #336784 through #36947 in the amount of \$425,864.68.

OLD BUSINESS:

1. Second Reading of Ordinance – Amending Section 16.11 Allowing Condominiums Through the Binding Site Plan Process.

NEW BUSINESS:

1. Resolution – Support of Smoke-Free Establishments.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JULY 22, 2002

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

CALL TO ORDER: 7:09 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING:

1. First Reading of Ordinance – Allowing Condominiums Through the Binding Site Plan Process. Mayor Wilbert opened the public hearing at 7:10 p.m. John Vodopich, Community Development Director, explained that this was a reintroduction and first reading of the ordinance and, per Council's direction, had been amended to include a definition of condominiums, and deletion of reference to "multi-family" and specific zoning designations. He added that Carol Morris, City Attorney, had recommended another amendment to clarify that a condominium would be subject to underlying zoning requirements.

No one signed up to speak, and the public hearing was closed at 7:12 p.m. and the second public hearing opened.

2. Six-Year Transportation Improvement Program. John Vodopich presented the Six-year Transportation Improvement Program for the years 2003 through 2008, explaining that pursuant to state statute, local jurisdictions are required to adopt this six-year program. He added that the program had been updated from last year's TIP, and reflects projects that are anticipated to be completed in 2003.

No one signed up to speak, and the public hearing was closed at 7:14 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of July 8, 2002.
2. Correspondence: a) Maritime Fest.
3. Escrow Agreement, Grandview Street Improvement Project Retainage – RV Associates.
4. Appraisal of Scofield Property Consultant Services Contract – The Granger Company.
5. Liquor License Renewal – Gig Harbor Yacht Club.
6. Approval of Payment of Bills for July 24, 2002.
Checks #36650 through #36783 in the amount of \$1,005,296.30.

MOTION: Move to move items number four and six to new business, and approve the Consent Agenda as amended.
Picinich/Ekberg – unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

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

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

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

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

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

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

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

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

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

Amendments will be made to the ordinance before it returns for a second reading to clarify the distance between structures, driveway access issues, and that a condominium must meet all underlying zoning regulations.

3. SCADA Consultant Services Contract – TSI. John Vodopich explained that a budget objective for the water operating fund for 2002 was to design and install a remote monitoring and telemetry system for the city's wells and storage reservoirs. He described the system's capabilities and Steve Misiurak, City Engineer, answered questions about the contract and the selection process.

MOTION: Move to authorize the purchase and installation of the SCADA system from Technical Systems, Inc., for their price quotation proposal of one hundred seventeen thousand one hundred ninety-six dollars and no cents (\$117,196.00) plus state sales tax.
Ruffo/Picinich – unanimously approved.

4. Storm Drainage System Modeling Consultant Services Contract – The Shea Group. John Vodopich explained that another 2002 Budget Objective was to review and evaluate the city's existing storm drainage basins and to develop recommendations for the creation of a city storm water modeling program.

MOTION: Move to authorize the execution of the Consultant Services Contract with The Shea Group in the total amount not-to-exceed Fifteen thousand seven hundred and five dollars and thirty two cents (\$15,705.32).
Ruffo/Picinich – unanimously approved.

5. First Reading of Ordinance - Amendment to Public Works Standards for Private Streets. John Vodopich presented this ordinance to amend the Public Works Standards as it relates to private streets. He explained that the current standards would allow a private driveway for four dwelling units on individual lots or unlimited dwelling units on a single lot. He added that when a long private street is constructed on one parcel, the homeowners face repair and operation costs associated with the street that may be beyond their means to finance and the city has been asked to take over ownership of these streets. He explained that this proposed ordinance would further define and clarify when private streets and driveways are allowed.

Steve Misiurak explained that the 400 feet determination came from what other agencies are using and is consistent with the typical length of a cul de sac in the current public work standards. He answered addressed Council's questions.

Paul Cyr – Mr. Cyr spoke about the charm of Gig Harbor's older, narrow streets. He voiced his concern that this ordinance would be taking land from a prospective development for a city right-of-way and asked Council to reconsider these amendments. He said that the city was currently protected from accepting substandard roads in the existing code and this ordinance is over regulating.

Mark Hoppen explained that this ordinance addresses the tendency towards having private developments with long private streets built to standards that will be difficult to remedy when property owners ask the city to take them over. He said that it should be possible to build public streets in a subdivision that are less invasive, less expensive, and take up less private property. He added that this was the first step in discussing this issue.

Councilmember Young agreed that there are problems with large roads in residential neighborhoods, but some standards are necessary to be able to assume ownership of roadways without undue burden to the citizens. Mr. Cyr said that there is a protective measure called a Road Improvement District. Councilmember Young said that one of his retreat agenda items was to address "skinny roads."

Council discussed this further and directed staff to come back with other options for flexibility in dimensional standards at the second reading. Carol Morris mentioned a recent decision by Council to deny a development, where one issue was whether the people would be able to maintain the roadway in an affordable housing development. This will return for a second reading at the next meeting.

6. Resolution - Adopting the Six-Year Transportation Program. John Vodopich presented this ordinance and introduced Steve Misiurak to answer questions.

Councilmember Young asked that the Hunt Street Crossing, be removed from the TIP as it was not likely to be constructed.

MOTION: Move to adopt Resolution No. 591, with the exception of the deletion of item number 22, adopting the Six-Year Transportation Program.
Ruffo / Young -

Councilmember Dick voiced concerns about getting citizens from the county to the freeway without undue impact upon city streets. He asked to address the coordination of the extension of 36th and improvements to speed up improvements to the Wollochet interchange.

Mark Hoppen explained that he was told that DOT was in the process of doing a study for the installation of signalization at the Wollochet ramp, and offered to follow up on this information.

Steve Misiurak stressed that the TIP is adopted yearly as a planning tool, and could be amended at any time with a public hearing. He recommended that it be adopted at this meeting.

AMENDMENT TO MOTION: Move to amend the motion to add the extension of 36th Street to East Bay Drive to the list.
Young/Ruffo – unanimously approved.

SECOND AMENDMENT: Move to put item number 22, Hunt Street under crossing, back in to the original motion.
Ekberg/Picinich – unanimously approved.

Carol Morris said that because this resolution goes through SEPA, and if the proposed addition of 36th goes through major wetlands, it will not have SEPA review and can be overturned at a later date. It was determined to add this item at a later date after SEPA review.

AMENDMENT TO MOTION: Move to amend the motion to remove the extension of 36th Street to East Bay Drive from the list.
Dick/Picinich – unanimously approved.

RESTATED MOTION: Move to adopt Resolution No. 591 adopting the Six-Year Transportation Program as originally presented.
Ruffo/Young – six voted in favor. Councilmember Young voted no.

7. Resolution Amending Resolution No. 411 – Small Works Process. John Vodopich explained that recently, the Washington State Legislature amended the process of the small works purchasing in lieu of competitive bidding. He explained that this resolution would reflect these changes at the state level and allow use of the small works roster for projects less than \$200,000.

MOTION: Move to adopt Resolution 592 amending the Small Works Process.
Ekberg/Picinich – unanimously approved.

8. Resolution Amending Resolution No. 411 - Purchasing. John presented this resolution that would repeal Resolution 411 due to the amendments to the Small Works Roster process, and re-establishing the city's existing procedure for the purchase of materials, equipment, supplies or services under \$15,000.

MOTION: Move to adopt Resolution 593 amending the Small Works Process.
Ekberg/Picinich – unanimously approved.

9. Appraisal of Scofield Property Consultant Services Contract – The Granger Company. Carol Morris explained that the state informed her that a review appraisal would have to be submitted in order to pursue the \$600,000 in grant funding.

MOTION: Move to authorize the Mayor to sign the Consultant Services Contract for Appraisal of the Scofield property with The Granger Company.
Ekberg/Ruffo – four voted in favor. Councilmembers Picinich and Franich voted no.

10. Approval of Payment of Bills for July 24, 2002. Checks #36650 through #36783 in the amount of \$1,005,296.30. David Rodenbach explained that the large expenditure of \$625,000 voucher was for the Civic Center and another \$82,000 purchase of a lawn tractor.

MOTION: Move to approve the Payment of Bills for July 24, 2002 in the amount of \$1,005,296.30.
Ruffo/Franich – unanimously approved.

STAFF REPORTS:

1. Gig Harbor Police Department – May Statistics. No verbal report given.
2. David Rodenbach, Finance Director – Quarterly Report. No report given.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Dick said that he attended the City of Pateros annual Apple Pie Festival and talked about the parade where the Mayor came down the street in a princess costume and rollerblades.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Council Retreat – Tuesday, August 6th, 12:00 --5:00 pm at Murphy's Landing.

ADJOURN:

MOTION: Move to adjourn at 9:48 p.m.
Young/Picinich - unanimously approved.

Cassette recorder utilized:
Tape 657 Side B 347 - end.
Tape 658 Both Sides.
Tape 659 Both Sides.
Tape 660 Side A 000 – end.

Gretchen A. Wilbert, Mayor

City Clerk



타코마 지역 한인회

Korean American Association of Tacoma

8645 Pacific Ave., Ste. A, Tacoma, Washington 98444

Tel: (253) 537-1997 • Fax: (253) 537-6670

RECEIVED

JUL 15 2002

July 10, 2002

CITY OF GIG HARBOR

Mayor Gretchen Wilbert
3105 Judson St.
Gig Harbor, WA 98335

RE: The 57th Annual Celebration of Liberation Day

Dear Honorable Mayor Gretchen Wilbert:

It is with honor and great pleasure to invite you to our fifty-seven anniversary of Korea's liberation and we, the officers and members of Korean American Association of Tacoma, in conjunction with other Korean organizations throughout Western Washington will gather to celebrate this great day.

The Korean American Association of Tacoma, Washington State is a non-profit organization established in 1977 to encourage friendship and cooperation among its membership as well as other organizations. All of the personnel working for the KAAT are on a volunteer basis. KAAT is funded through donations and fundraising events.

This year's celebration will be held at Fort Steilacoom Park in Lakewood, Washington on Saturday, August 17, 2002. Official ceremonies will commence at 10:00 am and is expected to last well into late afternoon. We will hold numerous sporting events as well as fun and entertainment for children and the elderly and expect over 1,000 in attendance.

We can appreciate your hectic schedule, however, would be greatly honored if you attend for even a few minutes and speaking to our community members. If you will not be able to join this at time, could you please write a letter to help us promote this event? Your support and interest are critically needed. We are certain that your letter will encourage more participants.

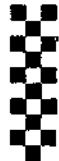
We hope to see you there! If you would like to attend, please contact Daniel Lee at (253) 278-0868 or James Kim at 228-1004. We thank you for all the support you have given to the Korean community.

Please RSVP. 253-228-1004, 278-0868, 537-1997

Sincerely,

James K. Kim
President

Kim, Chang Sung ^{for}
Celebration Committee Chair



851-8563

80 RMP
Called 7/29 Fed'd again
Attn: Mollie

City of Tacoma

(253) 851-8136

Mayor Bill Baarsma

July 16, 2002

The Honorable Gretchen Wilbert
3105 Judson Street
Gig Harbor, WA 98335

Dear Mayor Wilbert:

Maritime Fest is an annual event in which the City of Tacoma celebrates its working waterfront. Part of that celebration is the Dragon Boat races among corporate teams on Saturday.



We would like to add a Dragon Boat racing event for community governments on Sunday called The Mayor's Challenge Cup. This race would include up to eight teams. Each team must be comprised of amateur athletes, at least two-thirds of whom are government employees, and include the mayor for the community it represents. A Mayor's Challenge Cup trophy will be awarded.

We would be delighted to have you participate. The Tacoma Dragon Boat Association (TDBA), a 501c3 non-profit corporation, will provide a steersperson and on the water coaching for your team prior to race day. The participation fee of \$300 per team, which will benefit the TDBA, includes 16-20 paddlers and a drummer can be

sent directly to the TDBA c/o Petrich Marine Dock, 1118 East D Street, Suite 1, Tacoma, WA 98421-1708. Please contact Mike Gehrke at (253) 383-9404 for details.

I hope that you will join us in this inaugural event on Sunday, September 15, 2002 to unite the communities in Western Washington in friendly competition.

Sincerely,

Bill Baarsma
Bill Baarsma
Mayor



RECEIVED

AUG 01 2002

CITY OF GIG HARBOR

July 22, 2002

Gretchen Wilbert
City of Gig Harbor
3105 Judson St
Gig Harbor, WA 98335

Gretchen Wilbert
Dear Mayor Wilbert:



1076 Franklin St. SE
Olympia, WA 98501-1346

Phone: 360-753-4137
Toll Free: 1-800-562-8981
Fax: 360-753-0149

Website: www.awcnet.org

The Association of Washington Cities (AWC) Board of Directors thanks you for your support and assistance during the past year. We are very proud and pleased that every city and town once again chose to be a member of the Association. You and your colleagues clearly recognize the value of "partnerships" as you unite via AWC to present a unified front to the citizens of Washington, the Legislature, Congress and a host of other parties.

As we prepare to enter 2003, AWC remains steadfast in the belief that our cities and towns continue to have the leadership, the perseverance, and the resiliency necessary to overcome the challenges facing them. Because city service is a difficult task that is growing in complexity, AWC's primary purpose remains to help you meet these challenges and serve your citizens effectively. AWC continues to work effectively with the Legislature and strives to offer you programs and services that enhance your ability to provide outstanding service to your citizens. And, to ensure that we continue to provide the level and types of services you need and expect, the AWC Board of Directors will be meeting in August to evaluate and assess our current member programs and will develop a new strategic plan that will guide our member services over the next several years.

We hope you will again join with city officials across the state and participate in your Association in 2003. Your commitment to the Association of Washington Cities will help us to help you address the difficult issues faced by cities throughout the state.

To assist you with your budgeting process, we have calculated your 2003 AWC service fee. Your fee is \$3,372.72 based upon the Office of Financial Management's most recent population figure of 6,640. **This is not an invoice, simply a notice.** We will send you an invoice in December.

Thanks again for your support and participation. Please feel free to contact me or Mike McCarty at (360) 753-4137 or toll-free (800) 562-8981 if you have any questions regarding this notice or AWC services.

Sincerely,

A handwritten signature in black ink, appearing to read "Stan Finkelstein".

Stan Finkelstein
AWC Executive Director

Cc: David Rodenbach, Finance Director



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STORM WATER FACILITIES MAINTENANCE AGREEMENT AND
RESTRICTIVE COVENANT
- BURNHAM DRY STORAGE
DATE: AUGUST 12, 2002

INTRODUCTION/BACKGROUND

The city has required private on-site storm water collection and detention facilities to be constructed in connection with the Burnham Dry Storage facility. As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the city a nonexclusive right of entry onto those portions of the property immediately adjacent to the stormwater facilities for the purpose of inspection of the facilities, and further requires that the property owner perform his/her own regular inspection and maintenance of the facilities at the property owner's expense.

The City's standard Storm Water Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the agreement is requested.

FISCAL CONSIDERATIONS

No funds will be expended for the acquisition of the described agreements.

RECOMMENDATION

I recommend approval of this agreement.

Return Address:

City Clerk
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. **STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT**
- 2.
- 3.

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

1. **CITY OF GIG HARBOR**
- 2.
- 3.
- 4.
5. Additional Names on Page ___ of Document.

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

1. **SORENSEN & ASSOCIATES REALTY TRUST**
- 2.
- 3.
- 4.
5. Additional Names on Page ___ of Document.

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

N. 310' of the S. 330' SE ¼ of the SW ¼ of S31, T22N, R2E, .

Legal Description is on Page 7 of Document.

Reference Number(s) (of documents assigned or released):

Additional Reference numbers of Page ___ of Document.

Assessor's Property Tax Parcel/Account Number

022313016

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the Document to verify the accuracy or completeness of the indexing information provided herein.

STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this ____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Sorensen & Associates Realty Trust, whose mailing address is PO Box 1884, Gig Harbor, Washington 98335, (hereinafter "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Burnham Storage Box, (hereinafter the "Property") and legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Robinson Engineering on June 4, 2001 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

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

TERMS

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the Public Works Director or his/her designee shall give notice to the Owner of the noted deficiency. The Director shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Director, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the Public Works Director prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

To the Owner:

Sorensen & Associates Realty Trust
PO Box 1884
Gig Harbor, WA 98335

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

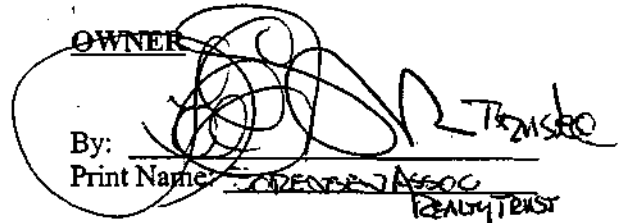
Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this 17th day of July, 2002.

THE CITY OF GIG HARBOR

By: _____
Its Mayor

OWNER
By: 
Print Name: ROBERT J. AGOC
REALTY TRUST

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: July 17, 2002



Coleen E. Greenleaf
Notary Public in and for the
State of Washington,
Title: NOTARY
My appointment expires: 05/14/03

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

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

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

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

DATED: _____

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

EXHIBIT A

LEGAL DESCRIPTION:

The north 310 feet of the south 330 feet of the southeast quarter of the southwest quarter of section 31, township 22N, range 2 east of W.M.; lying easterly of Gig Harbor Longbranch Highway; situated in the county of Pierce, state of Washington.

PHYSICAL ADDRESS:

9615 Burnham Dr NW
Gig Harbor, Washington 98332

MAILING ADDRESS:

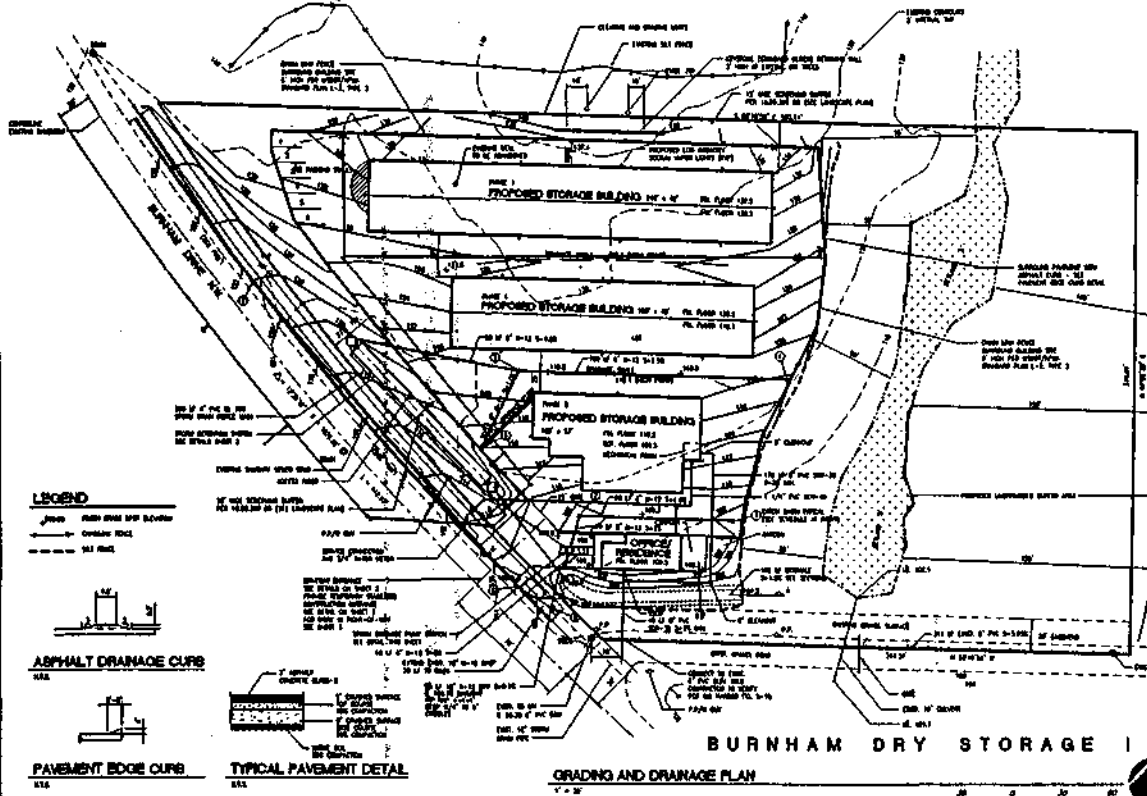
PO Box 1884
Gig Harbor, WA 98335

EXHIBIT B

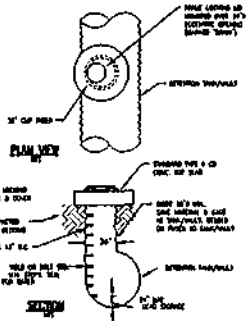
**BURNHAM DRY STORAGE II
SITE GRADING AND DRAINAGE PLAN**

A PORTION OF THE SW 1/4 OF SEC. 31, T. 22 N., R. 2 E., W.M.
PEACE COUNTY, WASHINGTON

NORTHARBOR BUSINESS CAMPUS



REVISIONS AND SPECIFICATIONS ARE ONLY FOR DESIGN TO BE MADE
EXCEPT WHERE SHOWN OTHERWISE AND ARE TO BE MADE IN ACCORDANCE WITH THE
SCHEDULE OF REVISIONS ATTACHED TO THIS PLAN.



NOTES

- SEE GRADING SHEET IS RELATED TO THIS SHEET IN GENERAL.
- ALL METAL PIPING SHALL BE GALVANNEED STEEL PIPE UNLESS OTHERWISE SPECIFIED.
- ALL METAL PIPING SHALL BE GALVANNEED STEEL PIPE UNLESS OTHERWISE SPECIFIED.

DETENTION TANK/VAULT ACCESS DETAILS

PLAN SYSTEM NOTES

- PUMP IS AUTOMATIC AND IS 1/2 HP.
- PUMP IS TO BE INSTALLED IN THE DETENTION TANK/VAULT.
- SEE ELECTRICAL FOR WIRING.

SECTION A

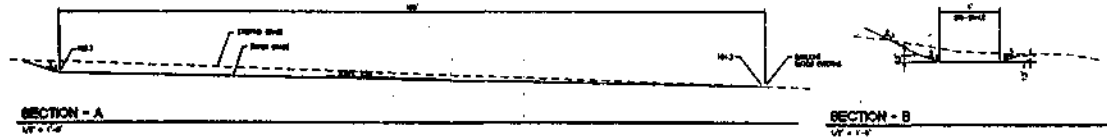
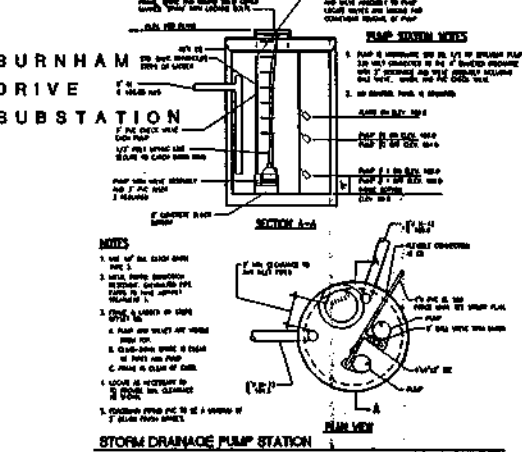
SECTION B

WORTH MAP

CATCH BASIN SCHEDULE

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/11
2	REVISIONS	11/15/11
3	REVISIONS	11/15/11
4	REVISIONS	11/15/11
5	REVISIONS	11/15/11
6	REVISIONS	11/15/11
7	REVISIONS	11/15/11
8	REVISIONS	11/15/11
9	REVISIONS	11/15/11
10	REVISIONS	11/15/11

BURNHAM DRIVE SUBSTATION



TOTAL IMPROVEMENT AREA: 62,300 SF.
CUT = 4,000 CY.
FILL = 4,000 CY.
AREA CLEARED: 78,000 SF.



REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/11
2	REVISIONS	11/15/11
3	REVISIONS	11/15/11
4	REVISIONS	11/15/11
5	REVISIONS	11/15/11
6	REVISIONS	11/15/11
7	REVISIONS	11/15/11
8	REVISIONS	11/15/11
9	REVISIONS	11/15/11
10	REVISIONS	11/15/11

SITE IMPROVEMENTS

BURNHAM DRY STORAGE II

ROBINSON ENGINEERING

P.L.L.C.

1111 11TH AVENUE, SUITE 100, WASHINGTON, WA 98001

PHONE: (206) 465-1111 FAX: (206) 465-1112

DATE: 11/15/11

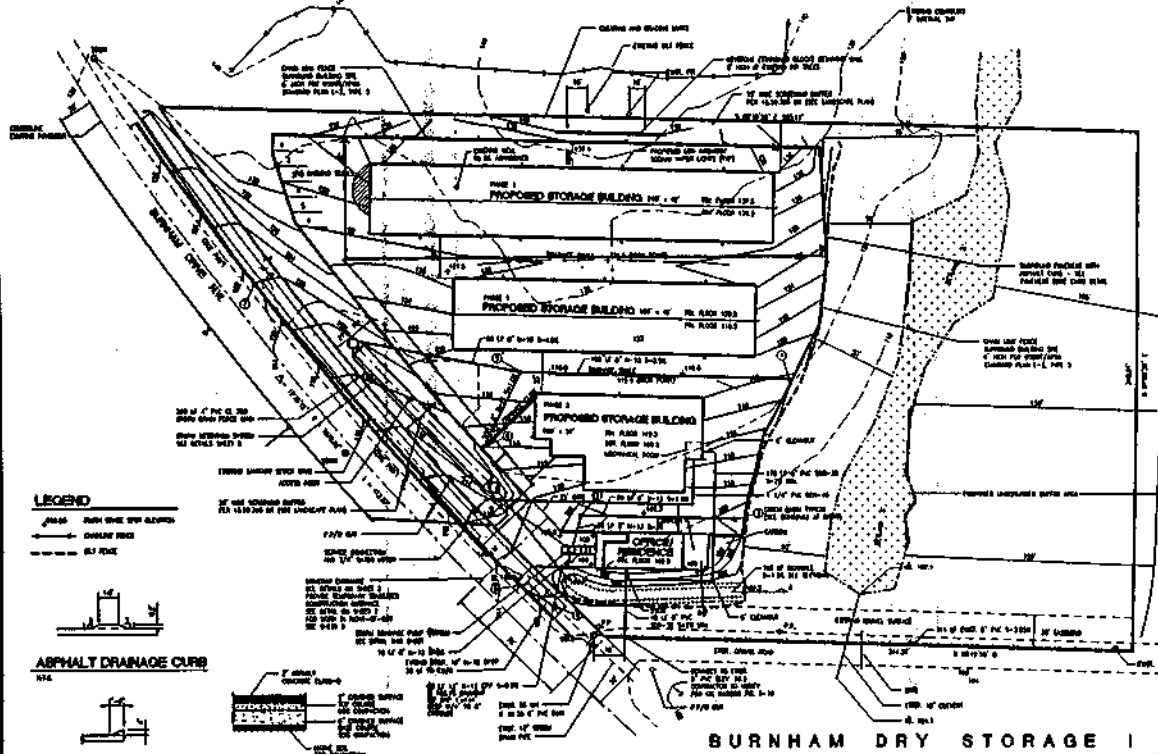
PROJECT NO.: 111111

EXHIBIT B

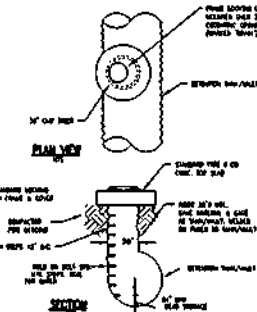
BURNHAM DRY STORAGE II SITE GRADING AND DRAINAGE PLAN

A PORTION OF THE SW 1/4 OF SEC. 31, T. 22 N. R. 2 E. W.M.
Pierce County, Washington

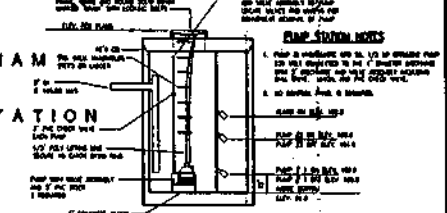
NORTH HARBOR BUSINESS CAMPUS



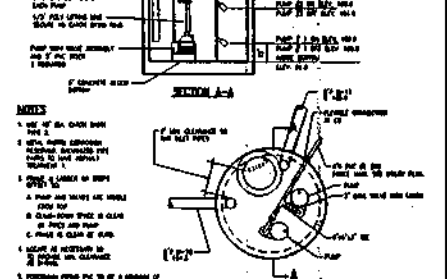
REVISIONS AND NOTES: THE USER FOR NOTES IN REVISIONS...
1. SEE DETENTION TANK/Vault ACCESS DETAILS
2. SEE DETENTION TANK/Vault ACCESS DETAILS
3. SEE DETENTION TANK/Vault ACCESS DETAILS



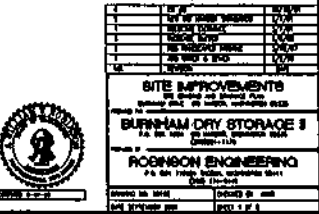
DETENTION TANK/Vault ACCESS DETAILS



BURNHAM DRIVE SUBSTATION



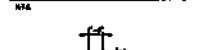
STOP DRAINAGE PUMP STATION



LEGEND



ASPHALT DRAINAGE CURB



PAVEMENT EDGE CURB



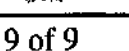
TYPICAL PAVEMENT DETAIL



SECTION - A



SECTION - B



TOTAL IMPROVED AREA: 61,320 SF.
CUBIC YARDS: 4,600 CY.
AREA CLEARED: 78,000 SF.



NO.	DATE	DESCRIPTION	BY	CHKD.
1	11/11/08	ISSUED FOR PERMIT	JRS	JRS
2	11/11/08	REVISED PER PLAN	JRS	JRS
3	11/11/08	REVISED PER PLAN	JRS	JRS
4	11/11/08	REVISED PER PLAN	JRS	JRS
5	11/11/08	REVISED PER PLAN	JRS	JRS

SITE IMPROVEMENTS
BURNHAM DRY STORAGE II
ROBINSON ENGINEERING
P.O. Box 1000, Tacoma, WA 98401
PH: 253-732-1000
FAX: 253-732-1001
WWW.ROBINSON-ENG.COM



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: NEW STREET NAMES AT THE MEADOWS SUBDIVISION -
LARKSPUR COURT, LUPINE COURT, AND SORRELL COURT
DATE: AUGUST 12, 2002

INFORMATION/BACKGROUND

The city has received a request for the naming of three (3) private streets off of Alastra Lane in "The Meadows" subdivision. Notification of the proposed street names has been sent to city, county and public agencies for comments. Attached are copies of the request for comments sent to various agencies. No comments have been received to date.

North Pacific Design requests the following:

The new private streets, developed by North Pacific Design as a result of "The Meadows" subdivision, be named "Larkspur Court", "Lupine Court", and "Sorrell Court"

POLICY

The new streets are located outside the "Historical Name Area". The new streets are private and have been recorded on the final plat approved by Council on June 10, 2002. However, "Way-of-travel designation" as defined in the Gig Harbor Municipal Code states that "Places shall be permanently closed avenues which run northerly-southerly" (GHMC 12.12.030 E.), and that "Courts shall be permanently closed streets which run easterly-westerly, such as a cul-de-sac" (GHMC 12.12.030 F.). An avenue is defined as major-ways-of-travel which run northerly-southerly. The private streets within "The Meadows" subdivision are cul-de-sacs and not major ways-of-travel.

Staff recognizes that both "Larkspur" and "Sorrel" run northerly-southerly and should be designated as "Places". However, all streets within the subdivision are private cul-de-sacs and not major ways-of-travel. Additionally, changes to street names at this point would require a plat amendment and necessitate a return to Council for approval and re-recording with the County. Finally, reviewing agencies have not expressed any objections to the street names as proposed.

FISCAL IMPACTS

None

RECOMMENDATION

Staff recommends approval of the street names as requested by North Pacific Design.



July 30, 2002

City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Re: "The Meadows"

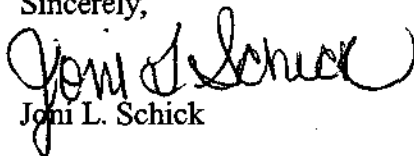
Attn: City Council Members

Dear Council Members:

The City of Gig Harbor Planning has requested that we write this formal letter, pay a fee of \$50.00, and request that you once again approve the Street names in our Plat, (the Council approved the final Plat on June 11, 2002). I have attached a copy of the approved Plat with the street names highlighted for your convenience,

Thank you in advance for your assistance in this matter.

Sincerely,



Joni L. Schick

Cc: Gordon D. Rush
Thair Jorgenson

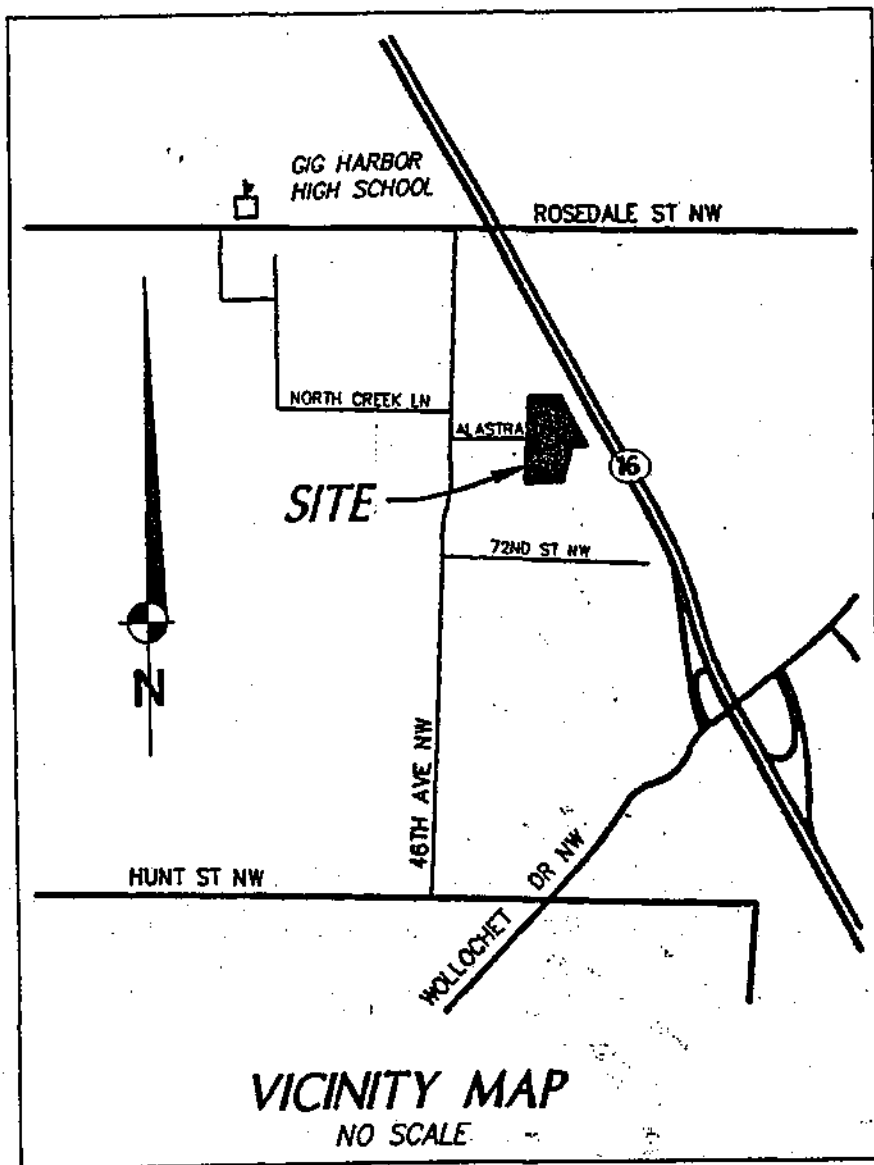
RECEIVED
CITY OF GIG HARBOR

JUL 31 2002

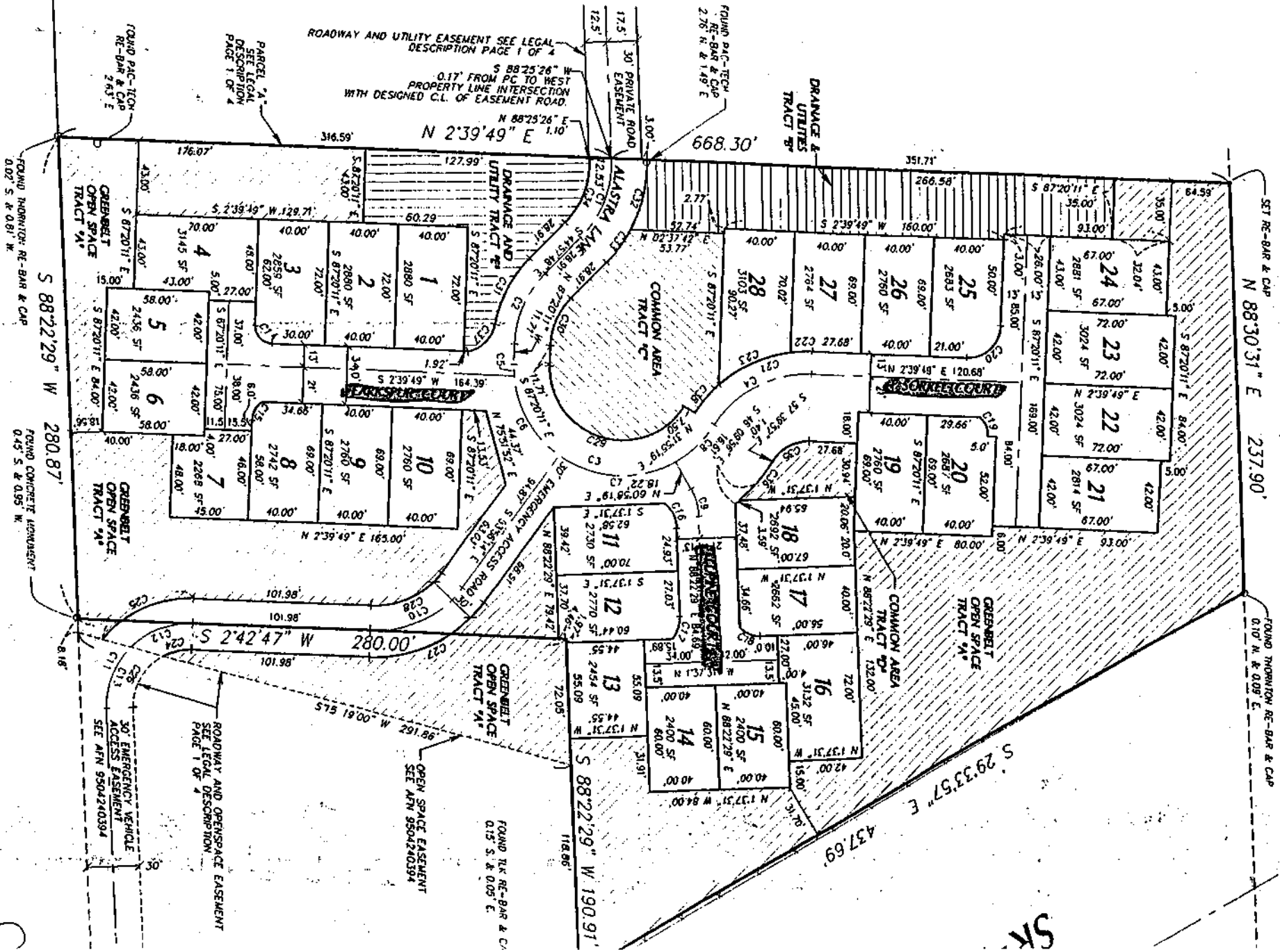
PLANNING AND BUILDING

THE MEADOWS

SITUATE WITHIN THE SW 1/4 OF THE NE 1/4 OF SECTION 7,
TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



VICINITY MAP
NO SCALE



51

SK



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

FROM: CITY OF GIG HARBOR BUILDING OFFICIAL/FIRE MARSHAL

REQUEST FOR COMMENTS

RE: PROPOSED ADDRESS/STREET NAME CHANGES-

Owner/Project Name..... Rush Const. "The Meadows"
 Present Address/Street Name..... none formerly "Alastra Court"
 New Address/Street Name..... see attached

Copy of memo sent to:

Date: 6-20-02

- Planning/Building.....City Hall
- Gig Harbor Police.....City Hall
- Public Works.....City Hall
- Water & Sewer.....City Hall
- Pierce CO. Assessor.....2401 S. 35th St. Tacoma 98409
- Fire Prevention.....6711 Kimball Drive, Gig Harbor
- Post Office.....Gig Harbor
- Peninsula Light.....PO Box 78
- 911 Emergency Staff.....8102 Skansie Ave, Gig Harbor
- Cable TV Puget Sound.....2316 S. State St. Tacoma 98405
- 911 CO. Office.....Rm B-33 Co/City Bldg., 930 Tacoma Ave.
- Puget Sound Energy.....PO Box 11066, Tacoma 98411

This is a **REQUEST FOR COMMENTS ONLY**- If you have any questions, please contact Patty McGallian, Building Assistant, City of Gig Harbor- 253-851-4278. 3125 Judson Street, Gig Harbor WA 98335.

NO comments

Gig Harbor

CITY OF GIG HARBOR ADDRESSING GRID MAP

See City Addressing Maps for more details

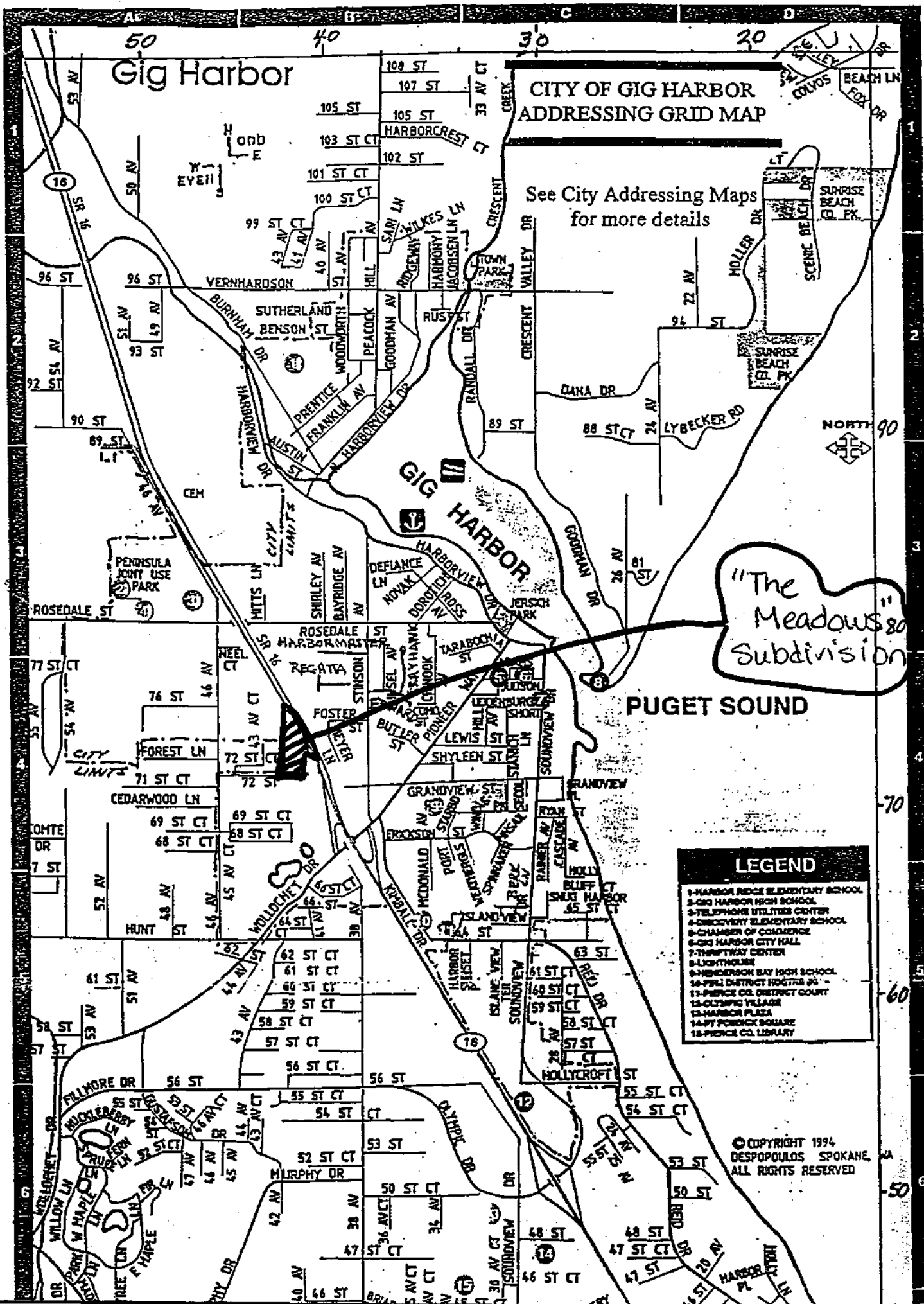
"The Meadows" Subdivision

PUGET SOUND

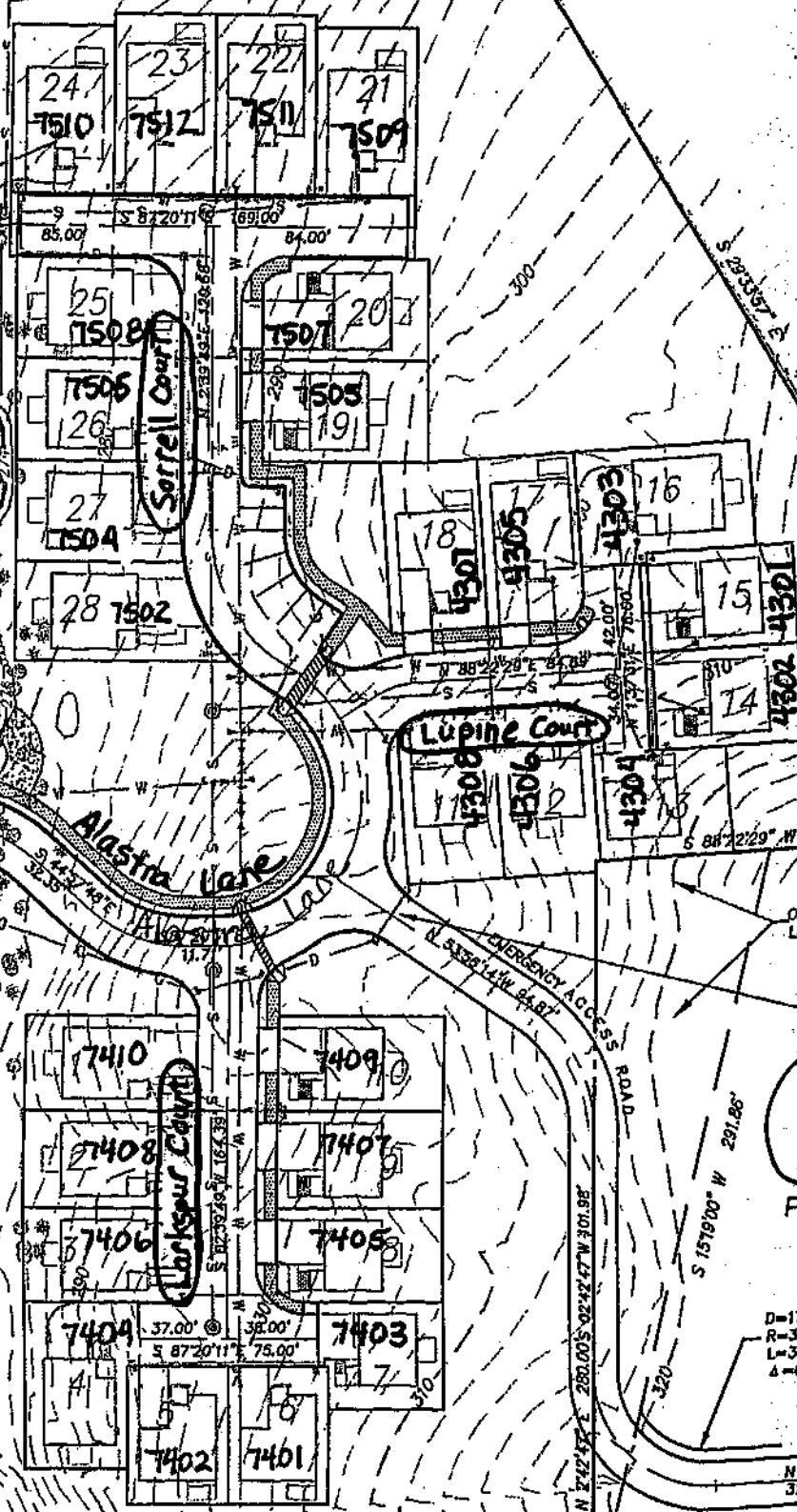
LEGEND

- 1-HARBOR RIDGE ELEMENTARY SCHOOL
- 2-GIG HARBOR HIGH SCHOOL
- 3-TELEPHONE UTILITIES CENTER
- 4-DISCOVERY ELEMENTARY SCHOOL
- 5-CHAMBER OF COMMERCE
- 6-GIG HARBOR CITY HALL
- 7-THURFTWAY CENTER
- 8-LIGHTHOUSE
- 9-MENORCK BAY HIGH SCHOOL
- 10-PERL DISTRICT HOUSING #6
- 11-PIERCE CO. DISTRICT COURT
- 12-OLYMPIC VILLAGE
- 13-HARBOR PLAZA
- 14-PT POCOCK SQUARE
- 15-PIERCE CO. LIBRARY

© COPYRIGHT 1994
DESPOPOULOS SPOKANE,
ALL RIGHTS RESERVED



SR-16



PARCEL NO.: 0221071159

$D=170^{\circ}01'30''$
 $R=32.00'$
 $L=36.15'$
 $\Delta=64^{\circ}43'07''$

30' EASEMENT (SEE LEGAL DESCRIPTION)

$N 88^{\circ}22'29'' E$
 $329.30'$

PARCEL NO.: 0221071045

NORWEGIAN WOODS

PARCEL NO.'S
 6411000080 & 6411000090

THIRTY-FOOT EASEMENT FOR USE BY EMERGENCY VEHICLES ONLY
 A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF

PROPERTY DEDICATED EASEMENT FOR OPEN SPACE



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP *JPV*
DIRECT COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONTRACT RENEWAL LAND USE HEARING EXAMINER
SERVICES
DATE: AUGUST 12, 2002

BACKGROUND

Following an extensive process to select a land use Hearing Examiner in the summer of 2001, the Council authorized a one-year contract for land use Hearing Examiner services with Mr. Michael R. Kenyon in August 2001. This contract is due to expire on September 30, 2002.

Staff has been very pleased with the service Mr. Kenyon has been providing as Hearing Examiner over the past year. Mr. Kenyon is thoughtful and timely with respect to decisions he is charged with issuing.

The proposed contract is for a two year period beginning October 1, 2002 and terminating on September 30, 2004. The proposed contract includes a ten-dollar (\$10.00) an hour rate increase effective January 1st each year. Except for rate adjustments, the contract terms and language is like the 2001 contract.

The proposed contract renewal has been reviewed and approved by the City Attorney.

FISCAL IMPACT

Adequate funds exist in the adopted 2002 budget for the provision of Hearing Examiner services.

RECOMMENDATION

I recommend that the City Council move approval of the renewal of the contract for Land Use Hearing Examiner Services with Mr. Michael R. Kenyon for the period of October 1, 2002 through September 30, 2004 as presented.

KENYON DORNAY MARSHALL, PLLC

THE MUNICIPAL LAW FIRM

MICHAEL R. KENYON
MARGITA A. DORNAY
LISA M. MARSHALL
ROBERT F. NOE
BRUCE L. DISEND
SANDRA S. MEADOWCROFT

11 FRONT STREET SOUTH
ISSAQUAH, WASHINGTON 98027-3820
(425) 392-7090
(206) 628-9059
FAX (425) 392-7071

ELIZABETH A. ABBOTT
STEVE C. KARIN
STEPHEN R. KING
HEIDI L. BROSIUS
DAVID B. ST. PIERRE
DARIN H. SPANG

July 19, 2002

Mr. John Vodopich
Community Development Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

RECEIVED
CITY OF GIG HARBOR
JUL 22 2002
PLANNING AND BUILDING
SERVICES

Re: Land Use Hearing Examiner Employment Agreement

Dear John:

As we discussed earlier this week, enclosed is a new proposed contract for hearing examiner services to the City. The sole changes to the new contract are to Sections B (Compensation) and G (Term). Section B reflects \$10.00 hourly increases in my rate effective January 1 of each year. Section G reflects the change in the term of the new agreement, which we propose to be from October 1, 2002 to September 30, 2004.

Please do not hesitate to call me if you have any questions regarding this new contract, or any other matter. Thank you.

Very truly yours,

KENYON DORNAY MARSHALL, PLLC


Michael R. Kenyon

Enclosure

F:\APPS\Civ\Gig Harbor\Letter\LTR00002 - vodopich - new contract.doc/M/07/19/02

**LAND USE HEARING EXAMINER
EMPLOYMENT AGREEMENT**

RECEIVED
CITY OF GIG HARBOR
JUL 23 2003
PLANNING AND BUILDING
SERVICES

THE PARTIES

The parties to this Agreement are Michael R. Kenyon, of Kenyon Dornay Marshall, PLLC, 11 Front Street South, Issaquah, WA 98027, hereinafter referred to as "Hearing Examiner," and the City of Gig Harbor, Washington, hereinafter referred to as the "City."

PURPOSE

The purpose of this agreement is to set forth the terms of the agreement between the parties whereby the City appoints a Land Use Hearing Examiner and the Hearing Examiner agrees to perform the Hearing Examiner duties as provided by state statute and city ordinance. The City desires to contract with an attorney for the position of Hearing Examiner, and the Hearing Examiner warrants that he is an attorney, licensed by the State of Washington, and a member in good standing of the Washington State Bar.

AGREEMENT

The parties hereto agree as follows:

- A. Performance of Duties. The Hearing Examiner shall at all times faithfully, and to the best of his/her ability and experience, perform all of the duties that are required of him/her pursuant to the expressed and implicit terms of this agreement and pursuant to the rules of professional ethics. The provisions of chapter 17.10 of the Gig Harbor Municipal Code and RCW 35A.63.170 are incorporated into the agreement as fully as if set forth therein.

- B. Compensation. The City shall compensate the Hearing Examiner for handling all hearings and administrative duties related thereto for the City of Gig Harbor as follows:
 - 1. The Examiner shall provide services to the City at an hourly rate of one hundred sixty-five dollars (\$165.00) for his performance of the duties described herein, including reasonable travel time not to exceed two hours for each round trip between the Examiner's regular place of employment and Gig Harbor. For services rendered after January 1, 2003, the Examiner shall provide such services at an hourly rate of one hundred seventy-five dollars (\$175.00). For services rendered after January 1, 2004, the Examiner shall provide such services at an hourly rate of one hundred eighty-five dollars (\$185.00).

 - 2. The City shall reimburse the Examiner for his travel to and from Gig Harbor and the Examiner's regular place of employment at thirty-four and one-half cents per mile (\$0.345). The City shall also reimburse the Examiner for his costs involved in

photocopying, mailing and telephone expenses incurred in the performance of his duties as Examiner.

3. The Hearing Examiner shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt, unless there is a dispute. In the event of a dispute, the City shall pay the amount not in dispute, and the parties shall resolve the matter pursuant to Section I herein.

C. Liability Insurance. The City shall provide and maintain public officials liability insurance covering the Hearing Examiner for the discharge of his official duties at limits consistent with levels of coverage maintained for other city public officials and employees. The Hearing Examiner shall maintain professional liability insurance or other insurance as necessary to satisfy his/her obligations under this Agreement.

D. Hearing Examiner Pro Tem. In the event of a conflict or disqualification, scheduling difficulties, or in any situation in which the use of a Hearing Examiner Pro Tem is required, the Hearing Examiner may assign cases to a Hearing Examiner Pro Tem after following the procedures set forth in this section. At least two weeks in advance of any hearing in which the Hearing Examiner Pro Tem is required, the Hearing Examiner shall propose candidates for the position of Hearing Examiner Pro Tem to the Mayor and Planning Director with a brief explanation of the need for the use of the Hearing Examiner Pro Tem, who shall be members of good standing of the Washington State Bar Association, and subject to approval by the Mayor. The Mayor may decide not to approve the use of an Examiner Pro Tem, and request that the hearing be rescheduled to a time that would allow the Hearing Examiner's attendance. Alternatively, the Mayor may decide to authorize the use of another Hearing Examiner by separate contract. Salary of Hearing Examiners Pro Tem shall be paid by the Hearing Examiner, after billing the City for the work performed by the Hearing Examiner Pro Tem.

E. Qualifications and Independent Contractor Status.

1. Throughout the term of this Agreement, the Hearing Examiner, and all Hearing Examiners Pro Tem, shall be attorneys licensed by the State of Washington and members in good standing with the Washington State Bar.

2. The independent contractor status of the Hearing Examiner and Hearing Examiners Pro Tem shall be governed by this Agreement. The Hearing Examiner and Hearing Examiners Pro Tem are independent contractors and shall provide professional services to the City pursuant to this Agreement. Neither the Hearing Examiner nor the Hearing Examiners Pro Tem are employees of the City, and all shall be responsible for paying federal income tax and other taxes, fees, or other charges imposed by law upon independent contractors from the compensation paid to them by the City. Neither the Hearing Examiner nor the Hearing Examiners Pro Tem shall be entitled to any benefits provided to City employees and shall specifically not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any

✓

other benefit not specifically addressed and provided for in this agreement. The Hearing Examiner and Hearing Examiners Pro Tem shall be solely and entirely responsible for their acts during the performance of this Agreement. The Hearing Examiner and Hearing Examiners Pro Tem shall be subject to the rules of conduct of the relevant personnel policies of the City and the Code of Professional Conduct.

In addition, it is recognized that the Hearing Examiner and Hearing Examiners Pro Tem will provide work and services for other clients in their independent law practices. The Hearing Examiner and Hearing Examiners Pro Tem agree not to perform such services for other clients where a conflict of interest or ethical violation as defined in the rules of Professional Conduct for attorneys may exist.

- F. Indemnification. The Hearing Examiner is a public official of the City of Gig Harbor. The Hearing Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any acts or omissions of the Hearing Examiner, intentional or otherwise, that are outside of the scope of his official duties as described herein.
- G. Term. This agreement shall commence on October 1, 2002 and terminate on September 30, 2004, unless earlier terminated as provided in this section and section H. This agreement may be terminated by the City or the Hearing Examiner with or without cause by providing a thirty (30) day written notice of termination to the other party.
- H. Nonexclusive Contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners, to contract for additional hearing examiner services in the future, or to terminate this Agreement as provided for in Section G above. Nothing herein shall be interpreted to prohibit such future appointments. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Hearing Examiner in the future, regardless of whether the Hearing Examiner shall be within the term of his appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.
- I. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Hearing Examiner, which cannot be resolved by the City's determination in a reasonable period of time, or if the Hearing Examiner does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorneys fees incurred in any litigation arising out of the enforcement of this Agreement.
- J. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements

between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

- K. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.
- L. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Hearing Examiner: Michael R. Kenyon
Kenyon Dornay Marshall, PLLC
11 Front Street South
Issaquah, WA 98027
(425) 392-7090

City: John P. Vodopich, AICP
Director, Department of Planning & Building Services
City of Gig Harbor
3125 Judson Street
Gig Harbor, WA 98335
(253) 851-4278


- M. Waiver and Modification. No waiver or modification of this agreement shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

DATED this _____ day of _____, 2002.

CITY OF GIG HARBOR

KENYON DORNAY MARSHALL, PLLC

Gretchen A. Wilbert, Mayor



Michael R. Kenyon,
Land Use Hearing Examiner

ATTEST:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

CL 1080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 8/05/02

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20021130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 ISEMAN, INC.	HY-IU-HEE-HEE 4309 BURNHAM DR GIG HARBOR WA 98335 0000	367497	SPIRITS/BR/WN REST LOUNGE - CATERING
2 M&J FUEL, L.L.C.	OLYMPIC VILLAGE 76 5555 SOUNDVIEW DR NW GIG HARBOR WA 98335 0000	071544	GROCERY STORE - BEER/WINE

RECEIVED
AUG - 6 2002
CITY OF GIG HARBOR

Notice to Local Authorities Regarding Procedure for Objecting to Liquor License Renewal

The attached list of liquor licensed premises in your jurisdiction will expire in approximately 90 days. The procedure for objecting to a license renewal is as follows:

- Fax or mail a letter detailing the reasons(s) for your objection. **This letter must be received at least 15 days before the liquor license expires.**
- When your objection is received, our licensing staff will prepare a report for review by the Board. This report will include your letter of objection, a report from the Liquor Control Agent who covers the licensed premises, and a record of any past liquor violations. The Board will then decide to either renew the liquor license, or to proceed with non-renewal.
- If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The non-renewal of a liquor license may be contested under the provisions of the Administrative Procedure Act (as provided by RCW 66.08.150 and chapter 35.05 RCW). Accordingly, the licensee may request a hearing before an administrative law judge. If a hearing is requested, you will be notified and required to present evidence at the hearing to support your recommendation. The Administrative Law Judge will consider the evidence, and issue an Initial Order for the Board's review. The Board has final authority to renew the liquor license, and will subsequently enter a Final Order announcing its decision.
- If the Board decides to renew the license over your objection, you may also request a hearing, following the aforementioned procedure.
- You or the licensee may appeal the Final Order of the Board to the superior court for judicial review (under chapter 34.05 RCW).
- During the hearing and any subsequent appeal process, the licensee is issued a temporary operating permit for the liquor license until a final decision is made.

Please call me if you have any questions on this process. Thank you.

Sincerely,

Chuck Dalrymple
Manager, Licenses and Permits
Licensing and Regulation

Phone: 360-664-1612

Fax: 360-753-2710

Attachment



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP *Jm*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE AMENDING SECTION 16.11
ALLOWING CONDOMINIUMS THROUGH THE BINDING SITE
PLAN PROCESS
DATE: AUGUST 12, 2002

BACKGROUND

Recently, it came to the staff's attention that the Gig Harbor Municipal Code did not contain the necessary provisions to allow for the subdivision of residential zoned property for condominiums under the binding site plan process. As such, the City Attorney drafted an ordinance that would allow for the subdivision of residentially zoned property for condominiums when the division is the result of subjecting a portion of a parcel or tract to the Horizontal Property Regimes Act (condominiums – RCW Chapter 64.32 and 64.34).

The Gig Harbor Planning Commission held a public hearing on the proposed Ordinance on May 16, 2002 and recommended its adoption to Council in a work-study session held on June 6, 2002.

As directed by Council on June 24, 2002, staff has made revision to the proposed Ordinance to include a definition of 'condominium', deleted references to 'multi-family', and deleted references to specific zoning designations.

As further directed by Council on July 22, 2002, the City Attorney has revised the proposed Ordinance to further clarify that the underlying zoning regulations apply in the R-1 zone. These proposed additions have been *italicized* for your convenience.

RECOMMENDATION

I recommend that Council approve the Ordinance amending Section 16.11 of the Gig Harbor Municipal Code as proposed allowing condominiums through the binding site plan process following a second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SUBDIVISIONS OF LAND, AMENDING THE PROCEDURE FOR BINDING SITE PLANS TO ALLOW SUBDIVISION OF RESIDENTIALLY ZONED PROPERTY FOR CONDOMINIUMS UNDER THE BINDING SITE PLAN PROCESS, AS CONTEMPLATED BY RCW 58.17.040(7); AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 16.11.001, 16.11.002, 16.11.003, 16.11.004, 16.11.005, ADDING NEW SECTIONS 16.11.025 AND 16.11.035; ADDING TWO NEW DEFINITIONS TO THE SUBDIVISION CODE OF "CONDOMINIUM" AND "BUILDING SITE," ADDING NEW SECTIONS 16.11.015 AND 16.11.018 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City has established a procedure for processing subdivisions of commercially and industrially zoned property under the Binding Site Plan process in Chapter 16.11 of the Gig Harbor Municipal Code; and

WHEREAS, the City Planning Staff recommended that this procedure be amended to allow for the subdivision of residentially zoned property for condominiums, when the division is the result of subjecting a portion of a parcel or tract to either chapter 64.32 (the Horizontal Property Regimes Act (Condominiums)) or chapter 64.34 (Condominiums); and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20);

WHEREAS, on May 16, 2002, the Planning Commission held a public hearing on this Ordinance and on June 6, 2002 made recommendation that the City Council adopt such Ordinance; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on June 14, 2002 pursuant to RCW 36.70A.106; and

WHEREAS, on June 24, 2002, July 22, 2002, and August 12, 2002, the City Council considered the Ordinance during its regular City Council meetings; Now, Therefore,

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

Section 1. A new Section 16.01.015 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.01.015. Condominium. "Condominium," pursuant to RCW 64.34.020(9), means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in the unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to this chapter.

Section 2. A new Section 16.01.018 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.01.018. Building site. *"Building site" means the physical portion of the real property upon which the structures in a binding site plan are situate within one lot, and which portion of the lot satisfies the applicable zoning code standards for physical placement, lot coverage, construction of structures and all other location and dimensional requirements for the dwelling unit.*

Section 3. Section 16.11.001 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.001. Purpose. The purpose of this chapter is to create a process for subdividing property under the following limited circumstances: (1) subdividing multi-family residentially zoned property (R-2, R-3, RB-2 & PCD-RMD) when the division is the result of subjecting a portion of a parcel or tract of land to Chapter 64.34 RCW subsequent to the recording of the binding site plan, as contemplated by RCW 58.17.040(7) and (2) subdividing commercially and industrially zoned property, as authorized by RCW 58.17.035. On sites that are fully developed, the binding site plan merely creates new interior lot lines or alters existing interior lot lines. The binding site plan process merely creates or alters existing lot lines and does not authorize construction, improvements or changes to the property or the uses thereon.

In all cases, the property owners execute written agreements which are recorded against the affected property, ensuring that all lots within the binding site plan will continue to function as one site for any number of purposes, including but not limited to: lot access; interior circulation; common utilities; open space; landscaping and drainage; common facilities maintenance; and coordinated parking. The binding site plan ensures, through written agreements among all lot owners, that the collective lots continue to function as one site for the following purposes; which shall not be limited to; lot access; interior circulation; common utilities; open space; landscaping and drainage; common facilities maintenance and coordinated parking.

Section 4. Section 16.11.002 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.002. Applicability.

Any person seeking the use of a binding site plan to divide his or her property for the purpose of sale lease or transfer of ownership of commercially or industrially zoned property, is required to have or apply for, a complete, approved and valid site plan (via City of Gig Harbor site plan review application), prior to any property division, as provided in Chapter 58.17 RCW and as required by this chapter.

- A. The subject site which will be subject to the binding site plan shall consist of one or more legally created lots.
- B. The property must be zoned either industrial, commercial or multi-family residential (R-2, R-3, RB-2 or PCD-RMD), and the binding site plan procedure applies to multi-family residential condominium projects only if a portion of a parcel or tract within the proposed project will comply with chapter 64.32 RCW after the recording of the binding site plan; and
- C. A site plan application under chapter 17.96 GHMC must be submitted to the City concurrent with the binding site plan application. A site plan approved by the City of Gig Harbor may be substituted for the site plan application.

The binding site plan process merely creates or alters existing lot lines and does not authorize substantial improvements or changes to the property or the uses thereon.

Section 5. A new section 16.11.025 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

✓

16.11.026 Vesting. A binding site plan application shall be considered under the zoning and other land use control ordinances in effect on the land at the time of submission of the fully complete binding site plan application.

Section 6. Section 16.11.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.003 Complete binding site plan application.

~~A proposed binding site plan shall be considered under the zoning and land use control ordinances in effect on the land at the time a fully complete application for a binding site plan is submitted.~~

In addition to the requirements for a complete application set forth in GHMC Section 19.02.002, an applicant for a binding site plan ~~permit~~ shall submit the following:

~~A. A completed application form provided by the department, signed by all property owners of the subject property and their authorized agents, with supporting documents as required below and which contains sufficient information to determine compliance with adopted rules and regulations;~~

A. A valid site plan approved by the City or a pending site plan application before the City (pursuant to chapter 17.96 GHMC);

B. ~~At a minimum, binding site plan applications shall include~~ All of the regular site plan elements ~~per as listed in~~ GHMC Section 17.96.050, as long as the following elements are also included:

1. A map or plan showing the location and size of all new proposed lots;
2. Proposed and existing structures including elevations and floor plans as known (plans which show building envelopes rather than footprints must include post construction treatment of unoccupied areas of the building envelopes) and their distance from property lines, the height and number of stories, distance between buildings, etc.;
3. All proposed uses (if not known, general types of anticipated uses) or existing uses;
4. The location of proposed or existing open space including any required landscaped areas, and all major man made or natural features, i.e., streams, creeks, drainage ditches, railroad tracks, utility lines, etc.;
5. The layout of an internal vehicular and pedestrian circulation system, including proposed or existing ingress and egress for vehicles;
6. ~~The number and location of proposed or existing parking spaces on and off the site;~~
6. The following Zoning code data: zoning district; total lot area (square feet); total building area (square feet); percent of site coverage; number of units proposed; total number of parking stalls (including handicapped); total parking and maneuvering area (square feet); required landscaping

(square feet); percent of lot in open space; type of construction; sprinklered-nonsprinklered; occupancy classification.

7. Contains the name of the proposed development; the legal description of the property for which binding site plan approval is sought; the date on which the plans were prepared; the graphic scale and northpoint of the plans.
8. The title "Binding Site Plan" shall be at the top of the plan in large print, together with the required statement, prominently displayed on the face of the site plan.
9. Any areas proposed to be dedicated or reserved for public purposes, and areas to be reserved for private open space and landscaping and areas reserved for the common use of the occupants of the proposed development.

C. A copy of an approved grading plan and an approved drainage plan approved by either the City of Gig Harbor public works department (or any other requirement specified in the City of Gig Harbor surface water design manual or GHMC; or by Pierce County in the case of pre-annexation construction); and

D. A recent title report covering all property shown within the boundaries of the binding site plan application.

E. The location and size of on-site water bodies and drainage features, both natural and manmade;

F. A layout of sewer and the water distribution system;

G. The location and size of any utility (i.e., water, sewer, gas, electricity) trunk lines serving the site;

H. A phasing plan and time schedule, if the site is intended to be developed in phases or if all building permits will not be submitted within four years;

I. A list of any other development permits or permit applications having been filed for the same site;

J. A completed environmental checklist, if required by Chapter 18.04 GHMC;

K. Copies of all covenants, easements, maintenance agreements or other documents regarding mutual use of parking, common areas, open space, and access;

L. Copies of all easements, deed restrictions, covenants, or other encumbrances restricting the use of the site;

M. Documentation of the date and method of segregation for the subject property verifying that the lot or lots were created in accordance with the short subdivision or subdivision laws in effect at the time of creation; and

N. Contain the name of the proposed development; the legal description of the property for which binding site plan approval is sought; the date on which the plans were prepared; the graphic scale and northpoint of the plans;

O.

- I. ~~The binding site plan shall contain the conditions to which the binding site plan is subject, including any applicable irrevocable~~

~~dedications of property and containing a provision requiring that any development of the site shall be in conformity with the approved site plan, and any applicable subdivision requirements of chapter 16.08 GHMC.~~

Section 7. A new Section 16.11.035 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.11.035 Type of Permit Application. A binding site plan application is a Type II application, and shall be reviewed and processed as set forth in Title 19 GHMC.

Section 8. Section 16.11.004 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.004 Criteria for Approval of Binding Site Plan.

~~Binding site plan applications are Type II permit applications.~~

~~A. the decisionmaker shall review the application and~~ **An application for a binding site plan may be approved if the following criteria are satisfied: ~~findings are made:~~**

1. The proposed lots will continue to function and operate as one site, for fully developed sites; and

~~2. The decisionmaker must make findings that-~~ The application must conform to the criteria conditions imposed on the approved site plan and the applicable development regulations; and

3. The decisionmaker must find that adequate provisions have been made for drainageways, alleys, streets, other public ways, water supplies, open space and sanitary wastes for the proposed development on the property included within the binding site plan;

a. The decisionmaker must find that the proposed development complies with all applicable provisions of the building code and public works standards;

b. The decisionmaker must find that the proposed development complies with all applicable provisions of Chapter 16.08 GHMC, and all provisions of the zoning code and the development standards in the zoning code relating to development in the underlying zoning district.

~~That the applicable development regulations, including Title 16 have been met.~~

B. Approval of Binding Site Plans in Residential Single Family (R-1) Zones. *In addition to all other criteria for approval, a binding site plan may only be approved in an R-1 Zone if all of the following additional criteria are satisfied:*

a. The proposed use shall be consistent with GHMC Section 17.16.020;

- b. *The minimum lot area per building site shall be one dwelling unit per 12,000 square feet of lot area;*
- c. *The minimum lot width per building site shall be 70 feet;*
- d. *The minimum front yard setback shall be 25 feet;*
- e. *The minimum rear yard setback shall be 30 feet;*
- f. *The minimum side yard setback shall be 8 feet;*
- g. *The minimum setback between principal structures on a building site shall be 8 feet;*
- h. *The maximum impervious lot coverage is 40%;*
- i. *The minimum street frontage is 20 feet;*
- j. *The maximum density is 3 dwelling units per acre (Up to 4 dwelling units per acre may be allowed with a PRD under chapter 17.89 GHMC; and*
- k. *The maximum height shall be as allowed in GHMC Section 17.16.070.*

C. ~~The decisionmaker may~~ As a condition of approval of the binding site plan, the City may authorize sharing of open space, parking, access and other improvements among contiguous properties subject to the binding site plan. Conditions of use, maintenance and restrictions on redevelopment of shared open space, parking, access and other improvements shall be identified on the binding site plan and enforced by covenants, easements or other similar mechanisms. Such agreements and restrictions shall be filed with the Pierce County Auditor and run with the property. Such agreements shall be approved as to form by the city attorney prior to the time that a decision is made on the binding site plan application. The binding site plan shall contain the conditions to which the binding site plan is subject, including any applicable irrevocable dedications of property. The binding site plan shall contain a provision requiring that any development of the site shall be in conformity with the approved site plan and any applicable development regulations.

D. Phasing of Development: Building permit applications shall be submitted for all structures shown on the binding site plan within four years of approval. If the applicant chooses to develop the property in a phased development, the applicant must execute a development agreement with the City (as provided in chapter 19.08 GHMC), which will govern the use and development of the property subject to the binding site plan, including: (1) vesting applicable to subsequent permits; (2) the manner in which each phase of the development will proceed to ensure that only the roads and utilities necessary to serve each phase of the development are constructed prior to the development of each phase; (3) expiration of the agreement and all provisions therein.

E. For Condominiums (Including developments on residentially zoned property): The use and development of the property shall be in accordance with the plan submitted as part of the binding site plan application (or as amended prior to the final decision) and division of any property within the binding site plan shall not take place until the development or the portion thereof to be divided is subject to chapter 64.32 RCW.

Section 9. Section 16.11.005 of the Gig Harbor Municipal Code shall be amended to read as follows:

16.11.005. Final Binding Site Plan. Recording and binding effect.

A. The final binding site plan map which is submitted for filing shall conform to all of the requirements for a complete binding site plan application, and shall also contain the following:

1. The map must be a reproducible map drawn to a scale of not less than one (1) inch equals one hundred (100) feet, on stabilized drafting film or on linen tracing cloth. Scale and north point must be on the map;

2. The size shall be eighteen (18) inches by twenty-two (22) inches;

3. The legal description of the total parcel shall be shown on the final map. All legal descriptions shall be by metes and bounds descriptions, reflecting within the descriptions ties to all subdivision lines, donation claim lines and/or recording plat lines;

4. Property subject to the binding site plan shall be surveyed by a land surveyor licensed in the state. All exterior corners and streets shall be monumented. The surveyor's certificate shall appear on the final map;

5. All conditions, limitations, and requirements for the use and development of the land as required by the approvals granted under this Chapter shall be set forth or referenced.

6. The face of the final binding site plan must contain a certificate, signed by all of the owners of the property, as required by GHMC Section 16.08.002.

7. Any dedications shall be shown on the final binding site plan as required by GHMC Section 16.08.001.

8. All certificates and statements as required by GHMC Section 16.08.003 shall be shown on the final binding site plan.

B. ~~The approved binding site plan recording forms shall meet all requirements of GHMC 16.08.003 for filing plat for record. An approved binding site plan shall be filed for record by the City, at the cost of the applicant, in the office of the Pierce County Auditor and shall not be deemed approved until so filed.~~

Section 10. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 11. 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 ___th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 6/14/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SUBDIVISIONS OF LAND, AMENDING THE PROCEDURE FOR BINDING SITE PLANS TO ALLOW SUBDIVISION OF RESIDENTIALLY ZONED PROPERTY FOR CONDOMINIUMS UNDER THE BINDING SITE PLAN PROCESS, AS CONTEMPLATED BY RCW 58.17.040(7); AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 16.11.001, 16.11.002, 16.11.003, 16.11.004, 16.11.005, AND ADDING NEW SECTIONS 16.01.015, 16.11.025 AND 16.11.035.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: RESOLUTION – SUPPORT OF SMOKE-FREE ESTABLISHMENTS
DATE: AUGUST 8, 2002

INFORMATION/BACKGROUND

Councilmember Ruffo is proposing a resolution of support for those city businesses that have voluntarily implemented smoke-free establishments. He is also proposing that the city promote such action by other establishments. City promotional activity would involve modeling and voluntary incentives, and would not involve any coercive measures or consequences.

POLICY CONSIDERATIONS

If the City Council passes this policy, then the city will establish a pattern of promotion for smoke-free establishments and will continue a smoke-free policy within all city-owned buildings.

RECOMMENDATION

Staff recommends approval of the resolution.

DRAFT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR TO
PROMOTE THE IMPLEMENTATION OF A VOLUNTARY
SMOKE-FREE ENVIRONMENT POLICY IN ALL
ESTABLISHMENTS.**

WHEREAS, smoking tobacco products has been proven to cause severe health problems; and

WHEREAS, smoking in establishments that are open to the public risks exposing its occupants to second hand smoke; and

WHEREAS, there is substantial evidence that second hand smoke is harmful to such occupants; and

WHEREAS, current State law, County and City ordinances allow private businesses to establish their own smoking policies; and

WHEREAS, several establishments have voluntarily instituted a smoke-free environment;

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

To applaud those establishments who have instituted a voluntary smoke-free environment.

To promote the implementation of a voluntary smoke-free environment policy in all establishments.

RESOLVED by the Gig Harbor City Council at its Council meeting this _____ day of _____, 2002.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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