

Gig Harbor City Council Meeting



**January 8, 2001
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
January 8, 2001 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARING:

1. Stormwater Management Ordinance.

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 Meetings of December 11, 2000.
2. Correspondence / Proclamations: Thank you letter from Byron Allen.
3. Liquor License Application: Jekyll & Hydes Pub.
4. Liquor License Renewals: Harbor Arco AM/PM Mart, Gourmet Essentials, and Harbor Inn Restaurant.
5. Special Occasion Liquor License: The Navy League.
6. Tourism Specialist Contract.
7. Communications Maintenance Contract.
8. Approval of Payment of Bills for December 18, 2000 and January 8, 2001.
Checks #31538 through #31666 in the amount of \$232,525.24.
9. Approval of Payroll for the month of December:
Checks #502 through #554 in the amount of \$176,994.13.

OLD BUSINESS:

1. Second Reading of Ordinance - Stormwater Management.
2. Second Reading of Ordinance - Accepting a Donation from the Washington State Association Emblem Club.
3. Second Reading of Ordinance - Donation from the Morris Foundation.

NEW BUSINESS:

1. Appointment to the Planning Commission.
2. First Reading of Ordinance - Amendment to Typographical Error in Ordinance No. 854 - Water Service Hook-ups.
3. Street Banner Proposal.
4. Extension of Land Use Hearing Examiner Contract.
5. Notice of Intention of Commence Annexation Proceedings - 37th St. Ct. NW & 28th Ave. NW.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 11, 2000

PRESENT: Councilmembers Ekberg, Young, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:02 p.m.

SWEARING IN CEREMONY: Mayor Wilbert administered the Oath of Office to Jim Pasin, installing him as the newest Councilmember, filling the position vacated by Mark Robinson.

PUBLIC HEARING:

1. Adopting Findings and Facts for Continuation of the Moratorium on PUDs and PRDs. Mayor Wilbert opened this public hearing at 7:05 p.m. Pat Iolavera, Planning Associate, explained that this ordinance would adopt the Findings and Facts on the continuance of the moratorium on acceptance of applications on PUDs and PRDs. No one in the audience signed up to speak, and the public hearing was closed at 7:06 p.m.

2. Amendments to GHMC for PUDs and PRDs; Definitions, and Permit Processing for same. The public hearing was opened at 7:06 p.m.

Nick Natiello - 5812 Hunt Street. Mr. Natiello voiced his concerns that the language in the draft ordinances would leave the city vulnerable to challenges. He said that the ordinance was not clearly articulated, leaving it subject to individual interpretation. He said that the city would end up in court with the document as written.

Marian Berejikian - PO Box 507. Ms. Berejikian passed out a letter outlining seven concerns. She addressed the ambiguity of the requirement for a project to show a special benefit to the community, and whether there was an actual need for the PUD/PRD provision when an applicant had the option to apply for a variance. She continued to discuss protection of the water quality through low-impact development.

Ray Bond - 3722 Picnic Pt. NW. Mr. Bond expressed concerns on the five-year expiration date of a PUD, which may be inadequate for long-term projects. He then talked about the maximum growth floor area bonus, adding that staff should be able to review each application on a case-by-case basis. His last concern was the requirement for design review prior to application for a PUD, placing an undo burden upon the developer.

Walt Smith - 11302 Burnham Drive. Mr. Smith said that the Westside Business Owners wanted parity to allow equal development rights. He requested that the city not pass the ordinance as written because both the B2 zoning and the revised PUD share the same 35,000 square foot restriction. He said that there was no rational basis for this restriction and asked for the opportunity to work through this.

Carl Halsan - 7766 52nd Place. Mr. Halsan voiced his concerns about two general areas of the PUD ordinance, how it is currently drafted and how it relates to other city zoning. He said that the intent section is excellent, but the rest of the ordinance does not follow the intent. He talked

about the processing procedures, 5-year time limit, design review requirements, combining a PUD application and rezone, and eliminating the gross floor area limitation. He asked that the ordinance be remanded back to the Planning Commission for further consideration and that Council initiate a review of the zoning code limitations on the gross floor area.

John Hogan - 3605 Corliss Avenue North, Seattle. Mr. Hogan said that PUD projects are drafted loosely to allow an applicant to show a net benefit to the community. He said that the new PUD language all but prevents reasonable PUD proposals and dialog in the community because everything is already decided, which could force the city to reject a potentially good project. He said that proposals would become political rather than procedural and would require the City Council to be the primary review authority for PUDs. He said that there are many other controls over PUDs such as the public hearing process and design review. He said that the new PUD language all but kills the process and asked for further review.

Charlie Hogan - 105 W. Highland Dr., Seattle. Mr. Hogan talked about developing Harbor Plaza 18 years ago to offer competitive prices, support the local business person and to set high standards in design for this community. He said that the draft PUD ordinance would prevent projects such as these from being built as the restrictions would prevent the important anchor store. He encouraged a roundtable discussion to bring ideas to determine what the community wants.

Walt Smith. Mr. Smith followed up with three points. He reminded Council that the Westside Business Association has had a long-term partnership with the city, and that they are seeking parity, not favors. He asked for an alternative process to work out the differences in the draft. He gave a history of what the Westside has faced over the years and recommended an Ad Hoc Committee to meet over a 60-day period to address these concerns.

Councilmembers asked staff if there was a provision in the proposed PUD to exceed the 35,000 s.f. limit. Patricia Iolavera explained that the underlying zoning limits the square footage, but that the PUD ordinance would allow up to an additional 35% more in the B-2 zone. She continued that in the C-1 zone, where the limit is 65,000 s.f., an additional 30% would be allowed. John Vodopich reinforced that a recreational building would be considered to be a conditional use, and that the 35,000 s.f. limitation only applies to commercial structures.

John Holmaas - 7524 Goodman Drive. Mr. Holmaas recommended using the site plan review process rather than a PUD or PRD ordinance to manipulate the underlying zoning to allow the developers flexibility for desirable projects. He added that the process should allow the public to have input for the Hearing Examiner to do his job, rather than a decision coming from the City Council.

Tiffany Speir - Master Builders Association. Ms. Speir spoke specifically on the PRD ordinance. She echoed previous comments that it would be preferable that an application be heard by the Hearing Examiner rather than by the City Council, then appealed to Superior Court. She agreed that the design review of the application should happen after the preliminary site plan approval and that a rezone before a PRD approval may result in an unwanted rezone. She said that MBA is opposed to using the net buildable land calculation in the PRD process.

Dave Morris - 6018 106th Ave NW. Mr. Morris explained that he is the Chairman of the Business Development Committee for the Chamber of Commerce. He said that the committee has concerns with the PUD ordinance as drafted, specifically the 35,000 s.f. limitation in the B-2 zone. He gave examples of existing businesses that would not be allowed to build under these restrictions and talked about the limitation on tax revenues back to the city if it were imposed. He added that the limitations would also discriminate against the small businesses that need to congregate around an anchor businesses to survive. He concluded by saying that the Hearing Examiner is a significant part of the process and recommended that the ordinance be reviewed again.

Dave Folsom - 3160 Anne Marie Court. Mr. Folsom said that people are unhappy with the current zoning and would like to see the ability to build larger structures. He said that the intent of the PUD is allow for something unique and to give the community some special benefit that it wouldn't have had otherwise. He added that getting a larger building is not a special benefit, and that if there is a problem with the underlying zoning, then this should be addressed separately.

Linda Gair - 9301 Harborview Drive. Ms. Gair spoke as a Westside property owner and business owner. She said that PUDs are a zone-buster and added that the Planning Commission had done an excellent job on their draft. She said that developers wanted no restriction on height, square footage, or buffers. She continued to say that what was allowed in Gig Harbor North was a mistake and it shouldn't be used as an excuse to make further mistakes. She added that the bigger stores on Sedgwick Drive are within 5-10 minutes and that there is no need to repeat them here.

The public hearing was closed at 8:20 p.m.

Mayor Wilbert introduced T.J. Thomas, a student at Gig Harbor High School, who's Senior Project is to purchase a portable defibulator for the school. T.J. gave a brief presentation on the project and his effort to sell candles to raise funds to purchase the equipment. Mayor Wilbert explained that the candles were on display on a table in the front entryway of City Hall.

Mayor Wilbert then introduced Col. Camiano, the city's new liaison with Ft. Lewis. Col. Camiano thanked Mayor Wilbert and the Council for the opportunity to observe the meeting, and said he was looking forward to being the contact person.

Mayor Wilbert then asked for a five-minute recess. The session reconvened at 8:35.

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 Meetings of November 27, 2000.
2. Correspondence / Proclamations:
 - a) First Night
 - b) P.C. Task Force on Alcohol/Driving
 - c) Letter from AT&T - Holiday Greeting
 - d) Letter from Donald Williams - FEIS
 - e) Letter from Richard Conley - Borgens
 - f) Letter from Betsey Allen - Borgens
 - g) Letter from Michael Ratcliffe - Borgens
3. Liquor License Assumption: Olympic Village BP.
4. Liquor License Renewals: The Green Turtle Marco's Restaurant

5. Approval of Payment of Bills for December 11, 2000:
Checks #31433 through #31537 in the amount of \$330,559.64.
6. Approval of Payroll for the month of November:
Checks #450 through #501 in the amount of \$171,652.29.

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Ruffo - unanimously approved.

OLD BUSINESS:

1. First Reading of Ordinance Adopting Findings and Facts to Support Continuance of the Moratorium on PUDs/PRDs. Carol Morris, Legal Counsel, advised Council to postpone action on this ordinance later in the meeting to allow for extension of the moratorium past the December 31st date if more hearings were required. This was agreed upon.
2. First Reading of Ordinances for Amendments to Chapters 17.90 PUD, 17.89 PRD, 17.40 Definitions, and 19.01.003. Permit Processing. Patricia Iolavera, Planning Associate, said that based upon public testimony, the ordinance may need further review. She briefly addressed the concerns raised on the PRD ordinance, and added that the majority of concerns seem to be with the commercial PUD. She said that other jurisdictions do not address commercial development through PUDs, but that the Planning Commission felt that it was important. She agreed with Mr. Folsom that the underlying limitations in the B-2 zone are the main issue, but the PUD ordinance could not be expected to fix this.

Councilmembers discussed zoning, roads, construction bonding, 5-year limitations, bonus density and whether to remand this back to the Planning Commission for further amendments. Carol Morris addressed many comments from the public and council and stressed that from a liability perspective, the Hearing Examiner should be an attorney for when a final decision is issued on these large development projects. Council concluded that that they needed more time to consider these issues and proposed an extension on the moratorium. They scheduled a worksession to be held on January 2, 2001 and made a motion to amend the previous ordinance to extend the moratorium to February 16th.

MOTION: Move to adopt Ordinance No. 857, amending it to reflect extension of the moratorium on accepting applications for Planned Unit Developments and Planned Residential Developments until February 16, 2001 to allow for further consideration.
Dick/Ekberg - unanimously approved.

3. Notice of Intention to Commence Annexation Proceedings - 62nd Street Court NW. John Vodopich, Planning Director, explained that the city had received a 'Notice of Intention to Commence Annexation Proceedings' from property owners located along 62nd St. Ct. NW. He said that staff had used the nine criteria outlined by state law and used by the Boundary Review Board to evaluate the proposed annexation. He gave an overview of the report and said that there were two recommendations for Council to consider. He said that based upon criteria used by the Boundary Review Board, staff recommended that Council not accept this proposed annexation as it is not in keeping with the criteria. He explained that alternatively, Council has the option of modifying the boundaries. He said that if this option were chosen, staff could work

with the proponents to delineate a more logical boundary for resubmission. Council had questions on the proposal, and the representative from the annexation was asked to speak.

Joe Mancuso - 2819 62nd St. Ct. NW. Mr. Mancuso explained that that currently, they were served by both city water and sewer. He addressed the concern that their application did not meet the criteria for annexation such as logical service area, definitions of a "neighborhood," and physical and irregular boundaries. He said that he did not feel there would be any great cost to the city as the properties were already hooked up to the city sewer and water, and that their road would remain private. He said that annexation would allow them the benefit of lower utility bills and the opportunity to be part of the city.

David Skinner, Public Works Director, answered questions and voiced concern when Mr. Mancuso mentioned the drywells located on the road, due to a recent mandate from the Department of Ecology pertaining to these types of systems.

Councilmember Young said that he was not concerned with the proposal not meeting the criteria as the whole city consisted of irregular boundaries. He added that most of the annexations in the past had not met these conditions. He said that if the drywells could be inspected and found to be acceptable, he had no objection to the annexation. Councilmember Ekberg said it would be desirable to control both sides of Soundview Drive and areas served by city utilities, and that it may have to be done one piece at a time. Councilmember Dick voiced concern that the Boundary Review Board would not be receptive to these small annexation requests.

MOTION: Move to direct staff to continue to work with the proponent in regards to concerns with the drywells, then come back with a recommendation.
Ekberg/Ruffo - unanimously approved.

NEW BUSINESS:

Mayor Wilbert announced that Agenda Item No. 4, *First Reading of Ordinance - Revising GHMC 15.12 - Easements for Fire Equipment Emergency Access and Maintenance of Fire Protection Systems*, would be postponed until a later date.

1. Boating Safety Program Agreement. Mitch Barker, Chief of Police, presented this annual agreement to allow the city to collect its share of vessel registration funds in the amount of \$12,943.97.

MOTION: Move to authorize the Mayor to sign the Boating Safety Program Agreement as submitted.
Ruffo/Owel - unanimously approved.

2. First Reading of Ordinance - Accepting a Donation from the Washington State Association Emblem Club. Chief Barker presented this ordinance to accept a fifty-dollar donation to assist in drug enforcement. This will return at the next meeting for a second reading.

3. Pierce County Gig Harbor Peninsula Community Plan - City Recommended Changes. John Vodopich explained that staff had been working with Pierce County Planning to ensure consistency between the County's Community Plan and the City's Comprehensive Plan for the

Urban Growth Area. He added that there are a number of inconsistencies between the city zoning map and the Comprehensive Plan Land Use Map, including mapping errors, and areas heavily constrained by wetland systems. He explained that it was an appropriate time in the process to provide input regarding changes to the Urban Growth Area. He gave an overview of recommended changes to be incorporated into the Community Plan.

MOTION: Move to direct staff to forward the recommended amendments to the Pierce County Planning process.
Ekberg/Ruffo - unanimously approved.

4. Annual Transportation Capacity Availability Report - Consultant Services Contract. David Skinner explained that a requirement of the concurrency management chapter adopted last year is to prepare an annual transportation capacity availability report. He said that money had been budgeted to hire a consultant to assist him in preparing this report, and recommended a Consultant Services Contract with SCA Consulting Group.

MOTION: Move to authorize execution of the Consultant Services Contract with SCA Consulting Group, for transportation planning and engineering services for the preparation of the Annual Capacity Availability Report in an amount not to exceed seven thousand four hundred eighty-five dollars and no cents (\$7,485.00).
Dick/Picinich - unanimously approved.

5. Portable Trash Pump - Purchase Authorization. David Skinner explained that this mobile unit would allow Public Works to pump around one of the city's pump stations in case of a failure or need for maintenance of a station, and to assist in the day to day maintenance of the treatment plant. Councilmember Dick voiced concerns over why only one bid was submitted. Mr. Skinner explained the process and added that by broadening the specifications, you would stand a chance of getting an inadequate product.

MOTION: Move to authorize purchase of the portable trash pump from Ackley Tool Company for their bid proposal amount of thirty-five thousand three hundred sixteen dollars and no cents (\$35,316.00) including state sales tax and shipping.
Ekberg/Dick - unanimously approved.

6. First Reading of Ordinance - Stormwater Management. David Skinner presented this ordinance and explained that although not mandated by the Department of Ecology at this time, it would be good to refine the stormwater management guidelines both from a technical and operational standpoint. Councilmember Dick raised concerns for enforcement of stormwater control on private property that Mr. Skinner and Carol Morris addressed. This will return at the next meeting for a second reading.

7. Scannell Sewer-Water Extension. Mark Hoppen, City Administrator, presented this request for four water and sewer connections to property located on Bujacich Drive. He explained that the applicant had no site development plans as he planned to subdivide the parcel. He added that if the utility extension were approved, the property would be bound to city zoning

and development standards. He said that in the past, Council had required use of the property to be defined before approval of extension of city utilities.

Mike Scannell - 9304 Peacock Hill NW. Mr. Scannell explained that the proposed use of the property would not be known until sold. He said that the site is industrial in nature and employment district zoned, and that the allowed uses are conditioned upon that zoning. He said that he could not submit to the county without approval a letter of availability from the city. He explained that the ERUs had been calculated on the minimum per lot.

Councilmembers discussed the issue of water rights that had recently come to light. David Skinner addressed these concerns and said that if the city denied the water extension, Mr. Scannell has two courses of action. The first would be to solicit water from another purveyor, which is unlikely. The second would be to advise Pierce County that the parcels would not be served by a water purveyor and to process the application with the intent of drilling a well, which would meet their criteria. The same would follow for sewer.

MOTION: I move that we deny Mr. Scannell's sewer and water extension request until such time as he can supply sufficient information for the site use. .
Ruffo/Picinich - unanimously approved.

8. First Reading of Ordinance - Donation from the Morris Foundation. David Rodenbach, Finance Director, explained that this donation represents the city's interest in certain real estate contracts that were bequeathed in the name of the city from the Estate of Thomas Morris, Sr. He gave an overview of the terms and conditions of the donation. This will return for a second reading at the next meeting.

9. Police Officer's Guild Contract. David Rodenbach presented the final negotiated contract with the Police Officer's Guild and gave an overview of the terms.

MOTION: Move to approve the Police Officer's Guild Contract as presented.
Young/Owel - unanimously approved.

STAFF REPORTS:

John Vodopich, Planning Director, gave a brief description of the new informational signs used for public notification signs. He continued to say that on November 29th, the State Department of Ecology adopted the new Shoreline Guidelines that will be used during the revision of the city's Shoreline Management Plan. He added that there had been a good turn-out for the recent short-course on planning meeting.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert explained that the recent Treatment Summit, an effort put together by Paul Nelson, Court Administrator, and Judge Michael Dunn, had been well attended. She then gave a brief report on an historical effort in Port Townsend called "Main Street Project."

ANNOUNCEMENT OF OTHER MEETINGS:

Council worksession on PUDs/PRDs - Tuesday, January 2, 2001 at 6:00 p.m.

ADJOURN:

MOTION: Move to adjourn at 11:05 p.m.
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized.
Tape 596 Side A 228 - end.
Tape 596 Side B 000 - end.
Tape 597 Both Sides.
Tape 598 Both Sides.
Tape 599 Both Sides.
Tape 600 Side A 000 - 235.

Mayor

City Clerk

Mayor Brecken Wilbert
City of Gig Harbor
370 S. Jackson St.
Gig Harbor, Wa.

RECEIVED
DEC 12 1990
CITY OF GIG HARBOR

Dear Mayor Wilbert,

On Monday Dec. 11th I saw your Public Works crews installing insulation over my water meter in front of my pond. I must admit that as a homeowner the winterization of my house is important to me. I had not even thought about my water meter though.

It is because of the forethought and pro-active work of your Public Works crews that I don't have to worry about that now.

I hope you have the opportunity to pass my thanks onto them and tell them to keep up the great work!

Thank-you for your time,

Byron L. Allen
4102 Sutherland Ct.
Gig Harbor, Wa.
098332



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 3000 Pacific, P.O. Box 43075
 Olympia, WA 98504-3075
 (360) 664-1600

RECEIVED

DEC 29 2000

DATE: 12/27/00

CITY OF GIG HARBOR

TO: CITY OF GIG HARBOR
 RE: NEW APPLICATION

UBI: 602-086-018-001-0001

License: 082991 - 3K County: 27
 Tradename: JEKYL AND HYDES PUB
 Loc Addr: 3222 56TH ST
 GIG HARBOR WA 98332

Mail Addr: 6201 SEMEL DR
 GIG HARBOR WA 98332-8566

Phone No.: 253) 566-3698 JOHN WILLARD

APPLICANTS:

JEKYL AND HYDES PUB INC

WILLARD, JOHN WALTER
 1956-04-02 539-56-9392

WILLARD, TERRY LEE
 1955-12-13 532-64-2768

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

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required you must submit a written request for an extension of up to 20 days. An extension of more than 20 days will be approved only under extraordinary circumstances.

- | | | |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | YES | NO |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

RECEIVED

JAN - 2 2001

CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR

December 29, 2000

SPECIAL OCCASION # 090202

NAVY LEAGUE, GIG HARBOR COUNCIL
P O BOX 791
GIG HARBOR, WA 98335

DATE: MARCH 30, 2001

TIME: 5:30PM TO 1AM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON RD, GIG HARBOR

CONTACT: GORDON S SMITH - 253-851-6323

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20010331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 PARK, JOHN M PARK, WAN CHA	HARBOR ARCO AM/PM MART 5119 OLYMPIC DR W GIG HARBOR WA 98335 0000	080805	GROCERY STORE - BEER/WINE
2 GOURMET ESSENTIALS, INCORPORAT	GOURMET ESSENTIALS 5500 OLYMPIC DR NW #I-102 GIG HARBOR WA 98335 0000	078110	GROCERY STORE - BEER/WINE
3 DROHAN CORPORATION	HARBOR INN RESTAURANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000	359834	SPIRITS/BR/WN REST LOUNGE +

RECEIVED

JAN - 4 2001

CITY OF GIG HARBOR



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: DECEMBER 28, 2000
SUBJECT: TOURISM SPECIALIST CONTRACT

INTRODUCTION

This is a contract for a Tourism Specialist and related services. Last year Laureen Lund performed such services under contract with the Chamber of Commerce. This year the contract will remain under control of the City as stated in the 2001 budget objectives for the Hotel-Motel Fund.

Laureen will perform the services identified in Exhibit A and will report to the City Administrator.

FINANCIAL

The total contract for tourism services is \$24,000, inclusive of all costs.

RECOMMENDATION

Staff recommends approval of this contract.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
LAUREEN LUND, TOURISM SPECIALIST**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Laureen Lund, a sole proprietor organized under the laws of the State of Washington, located and doing business at 13422 83rd Avenue NW, Gig Harbor, Washington 98329 (hereinafter the "Consultant").

RECITALS

WHEREAS, the Lodging Tax Advisory Committee and City Council have approved a Tourism Specialist function to be funded with Hotel-Motel Tax monies.

WHEREAS, the Tourism Specialist will be the lead for media coordination and serve as liaison with accommodations and other tourism-related organizations.

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

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty four thousand dollars and no cents (\$24,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) 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.

The Consultant acknowledges that it is entitled only to the compensation expressly stated in this Agreement. The Consultant is not entitled to any City benefits. The Consultant will defend, indemnify and hold harmless the City from any loss or expense including but not limited to judgement, set-offs, attorney's fees or costs incurred by reason of claims or demands arising in connection with the provisions of this paragraph.

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 and work will be complete December 31, 2001.

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 notice is delivered to the 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 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 sub-contractors, 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.

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. The Consultant acknowledges that the performance of work under this agreement may require that she visit or work in non-city offices, and that if the Consultant desires to be covered under an insurance policy for her work in these

locations, that she is required to obtain her own policy. The Consultant acknowledges that she is not covered under any City insurance policy for any loss, damage or injury to herself, third parties, or her own property or the property of any third parties

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 personal auto coverage with no less than a \$350,000 each accident limit.

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 immediately reimburse the City the full amount of the deductible.

D. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City.

F. The Consultant shall request from her 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. Ownership and Use of Records and Documents

Original documents, drawings, designs, photos 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.

X. 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.

XI. 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.

XII. 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.

All work to be performed under this agreement shall either be performed by the Consultant at her own home or non-city offices, The Consultant acknowledges that she shall be responsible for obtaining any insurance to cover her losses, damages or injuries to herself or any third parties associated with the performance of work in these locations.

XIII. 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.

XIV. 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 Finance Director and the City shall determine the term or provision's true intent or meaning. The City Finance Director 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 that cannot be resolved by the City Finance Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then appeal of this determination shall be made to the City Administrator. If the dispute is not resolved after appeal to the City Administrator, then 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.

XV. 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:

Event-it!
Laureen Lund
13422 83rd Avenue NW
Gig Harbor, Washington 98329
(253) 857-6617

David Rodenbach
Finance Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8136

XVI. 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.

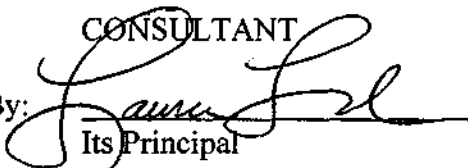
XVII. Modification

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.

XVIII. 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 _____, 2000.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Laureen Lund
13422 83rd Avenue NW
Gig Harbor, Washington 98329
(253) 857-6617

David Rodenbach
Finance Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A

SCOPE OF SERVICES

- **Tourism Advertising** - The consultant will work with advertising sales representatives in appropriate tourism publications to place ads that will be effective in promoting Gig Harbor as a tourist destination. This will also entail working directly with a graphics designer to produce attractive and effective ads that are placed in a timely manner in publications chosen by the consultant. The consultant will also work with local businesses and organizations to create co-op advertising opportunities to provide the greatest exposure for the advertising dollar. The budget for this activity is \$30,000.
- **Tourism Media & Promotion** - The consultant will work to obtain editorial coverage of the Gig Harbor area in travel and tourism publications as well as local newspapers, television and radio in an effort to create awareness of Gig Harbor as a tourist destination. This will include continuation of a regular, quarterly press mailing, contact and follow up with media, a press release program through the internet and mail as well as the development and implementation of a travel writers familiarization tour to the Gig Harbor area in the Spring of 2001.
- **Tourism Photography** - The consultant will continue to manage the Gig Harbor Photography Library, maintaining the images and contracts and adding to the library when necessary. The budget for this activity is \$1,000.
- **Tourism Marketing Plan** - The consultant will work with the Gig Harbor Peninsula Area Chamber of Commerce Tourism Committee to continue to build a 6-year tourism marketing plan that encompasses all groups, organizations, businesses and tourism interested parties within the community into one plan that puts tourism into its proper place based on the goals of the community. This marketing plan will be presented to the City Administrator by July 31, 2001 for inclusion in the 2002 City Budget. The City Administrator will also present the plan to the Planning Commission for adoption in the City's Comprehensive Plan.
- **Tourism Trade Show Exhibit** - The consultant will work with the Gig Harbor Tourism Committee to develop a tradeshow exhibit and determine possible sites to display the piece during the 2001 season for greatest exposure to travel writers, tour operators and travel industry professionals. The Chamber of Commerce Hotel-Motel budget for this activity is \$1,500.
- **Tourism Event Promotion** - The consultant will work with local groups and committees to help develop and market local events that bring overnight guests to the community such as The Maritime Gig Festival, Gig Harbor Quilt Festival and the Gig Harbor Lights Festival.
- **Tourism Logo Development** - The consultant will work to develop more uses for the Tourism Logo in a retail line for visitors and residents and in an effort to generate additional tourism funds for use on local tourism projects.
- **Work with Local Organizations** - The consultant will continue to work on projects and programs with local groups and organizations such as the Cultural Arts Commission, the Historical Society, The Finholm Marketplace Association, The WRRRA, The Peninsula Art League, etc. in an effort to unify these groups and their activities under a community tourism umbrella

EXHIBIT B

CHARGES FOR SERVICES

In exchange for the services listed above, the contractor, Laureen Lund will be paid eighteen dollars and forty six cents (\$18.46) per hour not to exceed 1,300 hours for a total not-to-exceed contract amount of \$24,000.

Laureen Lund
13422 83rd Avenue NW
Gig Harbor, Washington 98329
(253) 857-6617

Finance Director
City of Gig Harbor
3105 Judson Street



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: COMMUNICATIONS MAINTENANCE CONTRACT
DATE: JANUARY 8, 2000

INFORMATION/BACKGROUND

The Police Department and Public Works Department have used the services of the Pierce County radio shop for communications maintenance for a number of years. This is a year-to-year contract and requires renewal to continue. This year, the two separate contracts for the Police and Public Works Departments have been consolidated into one, City of Gig Harbor contract.

FISCAL IMPACTS

The rates remain \$85 per hour from last year's contract. This rate increase was anticipated in the 2001 budget.

RECOMMENDATION

To authorize the Mayor to renew the contract with Pierce County for communications maintenance services for 2001.



Pierce County

Department of Emergency Management

Radio Communications Division
2403 South 35th Street
Tacoma, Washington 98409
(253) 798-7147 • FAX (253) 472-5565

STEVEN C. BAILEY
Director

TIM LENK
Supervisor

RECEIVED

DEC 12 2000

CITY OF GIG HARBOR

MEMO

To: All Contracting Agencies
From: Gretchen A. O'Connor *Gretchen*
Subject: Renewal of Contract for 2001
Date: December 5, 2000

Please find enclosed two copies of contracts for radio communications work to be performed for the year 2001. If you wish to contract with us for the year 2001, please sign both copies, retain one for your records, and return one to us in the enclosed self-addressed envelope.

Should you have any questions or require additional information, please do not hesitate to contact us. We can be reached Monday - Friday from 7:00 a.m. to 3:30 p.m. We look forward to working with you in the coming year.

Enc.



AGREEMENT FOR COMMUNICATIONS MAINTENANCE PROGRAM

AGREEMENT made January 1, 2001, between PIERCE COUNTY, herein referred to as "County", and CITY OF GIG HARBOR, referred to as GIG HARBOR.

SECTION I. THE PARTIES

This is a communications maintenance and installation program contract between GIG HARBOR and PIERCE COUNTY.

SECTION II. TERM OF AGREEMENT - TERMINATION

This agreement shall commence as of January 1, 2001 and terminate on December 31, 2001. Either party may terminate this agreement upon thirty (30) days written notice.

SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of GIG HARBOR's radio communications system previously agreed to or requested in writing by GIG HARBOR shall be carried out by County, according to schedules or arrangements to be negotiated by the parties giving due consideration to the immediacy of the need and the workload of the County.
- B. On notice from GIG HARBOR, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County radio shop, which shall include installation of radio equipment in all GIG HARBOR's vehicles.

SECTION IV. FEES

GIG HARBOR Shall reimburse the County for its services described above, at the rate of Eighty-Five (\$85.00) Dollars per hour from 7:30 a.m. through 3:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by GIG HARBOR. In addition, the County shall be reimbursed its cost plus 20% for all materials and parts provided by County, except that prior written authorization by GIG HARBOR Shall be required for materials or parts in excess of Five Hundred (\$500) Dollars. Payment shall be made by GIG HARBOR within thirty (30) days of presentation of invoice, listing time, parts and materials by the County.

SECTION V. INDEMNITY

Notwithstanding anything to the contrary contained in this agreement, GIG HARBOR shall not be responsible or liable in any manner whatsoever for, and the County shall indemnify GIG HARBOR against any and all claims, suits, damages, costs or expenses arising from or growing out of, or caused directly or indirectly by any defect or error in, or any negligence or error, in connection with the installation, maintenance, engineering or upgrading of the radio system unit performed by the County, except for the sole negligence of GIG HARBOR. The County will not be responsible for claims arising out of the Antenna Supporting Structures.

SECTION VI. ASSIGNABILITY

This agreement shall not be assigned by County without the written consent of GIG HARBOR. If this agreement is assigned without GIG HARBOR's written consent either by act of County or by operation of law, it shall thereupon terminate subject to the provisions hereinbefore set forth.

SECTION VII. GOVERNING LAW


This agreement shall be governed by and construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20 ____.

CITY OF GIG HARBOR

PIERCE COUNTY

BY: _____
Authorized Signatory



Steven C. Bailey, Director
Department of Emergency Management
Radio Communications Division



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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: SECOND READING STORMWATER MANAGEMENT ORDINANCE
DATE: JANUARY 2, 2000

INTRODUCTION/BACKGROUND

In 1990, the Environmental Protection Agency (EPA) issued final regulations that established requirements for Phase I NPDES Stormwater permit applications for industries and large and medium municipalities. EPA anticipates issuing final Phase II regulations at anytime. The Washington State Department of Ecology (DOE) was mandated by EPA to issue permits for Phase I and II cities and counties identified by criteria set out in the regulations. Phase I municipal permittees are all those cities and counties with populations over 100,000. Phase II permittees are all other urbanized areas not initially covered under Phase I permits.

The DOE's Puget Sound Water Quality Plan requires that municipalities in the Puget Sound Basin adopt Stormwater Management Codes that are substantially equivalent to the "Stormwater Management Manual for the Puget Sound Basin," adopted by the Washington State Department of Ecology

Kitsap County's current Stormwater Management Manual has been approved by the DOE as being substantially equivalent to the Stormwater Manual for the Puget Sound Basin. The Kitsap manual establishes the minimum requirements for stormwater control and site development requirements for all new development and redevelopment. This manual outlines water quantity design criteria, water quality controls, erosion and sediment control practices, and site development.

The Gig Harbor Public Works Department has edited the Kitsap Manual to provide for consistent use within the City of Gig Harbor. This Ordinance will provide for the adoption of Kitsap County's Stormwater Management Design Manual edited for use by the City of Gig Harbor as the City's technical equivalent to DOE's manual.

The intent and purpose of the stormwater manual is to provide for the following elements.

- Establish criteria for review and analysis of all development,
- Manage stormwater to minimize contact with contaminants,
- Mitigate the impacts of increased runoff due to urbanization,
- Manage runoff from developed property and that being developed, and
- Protect the health, safety, and welfare of the public.

RECOMMENDATION

Staff recommends the existing ordinance, as presented and as amended, be approved by the City Council at this second reading.

ORDINANCE NO. _____

AN ORDINANCE RELATING TO STORM WATER DRAINAGE AND MANAGEMENT, IMPOSING DEVELOPMENT STANDARDS ON DEVELOPMENT FOR THE CONSTRUCTION OF STORM WATER DRAINAGE FACILITIES, SETTING FORTH EXEMPTIONS, DESCRIBING PERMIT REQUIREMENTS, AND ESTABLISHING AN ENFORCEMENT PROCEDURE; ADOPTING A NEW CHAPTER 14.28 TO THE GIG HARBOR MUNICIPAL CODE ON STORMWATER MANAGEMENT, AND ADOPTING A STROM WATER DESIGN MANUAL; REPEALING RELATED REGULATIONS IN CHAPTER 3 OF THE CITY'S PUBLIC WORKS STANDARDS, ADOPTED BY ORDINANCE NO. 712 § 1, 1996.

WHEREAS, an expanding population and increased development of land, coupled with inadequate drainage controls, can lead to problems related to land clearing, grading, and stormwater runoff impacts; and

WHEREAS, these problems contribute to increased sedimentation in ponds, creeks, and streams, and to water quality and fisheries habitat degradation, through excessive discharge of nutrients, metals, oil, and grease, toxic materials, and other detrimental substances to surface and groundwater; and

WHEREAS, inadequate surface and subsurface drainage planning and practice can lead to erosion and property damage, and risk to life; and

WHEREAS, excess water runoff on streets and highways poses a safety hazard to both lives and property; and

WHEREAS, future problems could be reduced if land developments, both public and private, provide for adequate drainage of property and adequate grading of slopes; and

WHEREAS, a legal mechanism to enforce the provisions of adequate drainage facilities and adequate grading and land clearing practices in the development and use of property is necessary to ensure compliance with adopted standards; and

WHEREAS, RCW 90.54.090 charges the state, local governments, and municipal and public corporations with carrying out the powers vested in them in manners which are consistent with the goals and provisions of the Clean Water Act, the Water Resources Act of 1971, and the Growth Management Act; and

WHEREAS, the Puget Sound Water Quality Plan requires that municipalities in the Puget Sound Basin adopt stormwater management Codes that are substantially equivalent to the "Stormwater Management Manual for the Puget Sound Basin", adopted by the Washington State Department of Ecology.

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

Section 1 New Chapter

A new Chapter 14.20, "Stormwater Management", shall be added to the Gig Harbor Municipal Code, and is hereby adopted as shown in Exhibit "A", attached hereto.

Section 2 Repeals

Chapter 3, "Storm Drainage", of the Gig Harbor Public Works Standards as adopted in Ordinance 712 § 1, 1996 is hereby repealed.

Section 3 Adoption by Reference of Storm Water Manual

Attached to this Ordinance as Exhibit 'B' is a copy of the "Gig Harbor Stormwater Design Manual" that is adopted by reference and incorporated herein. One copy of the Manual has been filed with the City Clerk for review by the public.

Section 4 Effective Date

This ordinance codified in this title shall become effective January 9, 2001.

Section 5 Severability

If any phase, sentence or provision of this ordinance or the codes adopted hereunder is held by a court of competent jurisdiction to be invalid or unconstitutional, the remainder of the Code or the application of the provision to other persons or property shall not be affected.

APPROVED

MAYOR

ATTEST/AUTHENTICATED

CITY CLERK

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

BY _____

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

CHAPTER 14.20
CITY OF GIG HARBOR
STORMWATER MANAGEMENT CODE

14.20.010	Declaration of Title
14.20.020	Purpose
14.20.030	Adoption of Technical Manual
14.20.040	Authority
14.20.050	Applicability
14.20.060	Exemptions
14.20.070	Variances
14.20.080	Appeals
14.20.090	Severability
14.20.100	Definitions
14.20.110	Review and Plan Approval
14.20.120	Drainage Permit Required
14.20.130	Permit Requirements
14.20.140	When a Professional Engineer is Required
14.20.150	Off-site Analysis
14.20.160	Geotechnical Analysis
14.20.170	Soils Analysis
14.20.180	Permit Modifications
14.20.190	Erosion and Sedimentation Control
14.20.200	Site Stabilization
14.20.210	Performance Covenant for Site Stabilization
14.20.220	Performance Surety for Site Stabilization
14.20.230	Performance Bond for Uncompleted Site Improvements
14.20.240	Commercial Liability Insurance
14.20.250	Maintenance Bonds
14.20.260	Erosion and Sedimentation Control for Minor Developments
14.20.270	Erosion and Sedimentation Control for Major Developments
14.20.280	Erosion Control Design Storm Event
14.20.290	Authority of the Director
14.20.300	Grading Plan Required
14.20.310	Abbreviated Grading Plan
14.20.330	Drainage Associated With Grading Activities
14.20.340	Minimum Grading Standards
14.20.350	Changes in Site Topography
14.20.360	Rockeries and Retaining Structures
14.20.370	Maintenance of Erosion and Sedimentation Control
14.20.380	Progress of Work
14.20.390	Redevelopment Activities
14.20.400	Approved Hydrological Methods for Design
14.20.410	Stormwater Quantity Control
14.20.420	Stormwater Quality Control

14.20.440	Experimental Best Management Practices
14.20.450	Incorporation Into Stormwater Quantity Control Facilities
14.20.460	Minimum Requirements for Quality Control of a Major Development
14.20.470	Stormwater Conveyance Facilities
14.20.480	Easements, Tracts, and Covenants
14.20.490	Wetlands
14.20.500	Regional Facilities
14.20.510	Basin Planning
14.20.520	Maintenance of Stormwater Facilities by Owners
14.20.530	Maintenance Covenant Required for Privately Maintained Drainage Facilities
14.20.540	City Acceptance of New Stormwater Facilities
14.20.550	City Acceptance of Existing Stormwater Facilities
14.20.560	City Inspections of Privately Maintained Stormwater Facilities
14.20.570	Inspection Schedule
14.20.580	Illicit Discharges
14.20.590	Illicit Connections and Uses
14.20.600	Pollution Control Device Maintenance
14.20.610	Test Procedures
14.20.620	Exemptions
14.20.630	Violations of This Code
14.20.640	Inspection
14.20.650	Inspection Procedures
14.20.660	StopWork Orders
14.20.670	Cumulative Civil Penalty
14.20.680	Aiding or Abetting
14.20.690	Order to Maintain or Repair
14.20.700	Notice of Violation – Assessment of Penalty
14.20.710	Appeal and Disposition
14.20.720	Liability for Costs of Investigation
14.20.730	Collection of Civil Penalty
14.20.740	Hazards

TITLE 14.20 STORMWATER MANAGEMENT

14.20.010 Declaration of Title

This Code shall be known as the "Stormwater Management Code".

14.20.020 Purpose

The purpose of this Code is to:

Guide development or redevelopment activities within the City of Gig Harbor with regards to stormwater drainage. The provisions of this Code establish the minimum standards and construction procedures that must be met before issuance of a permit for development or redevelopment of property;

Minimize or eliminate the impacts of increased runoff, erosion, and sedimentation caused by land disturbance, development, and redevelopment;

Promote site planning and construction practices that seek to maintain the natural hydrologic conditions;

Require that stormwater facilities be operated, maintained, and repaired in conformance with this Code. The provisions of this Code establish the minimum level of compliance that must be met for maintaining stormwater facilities within the City; and

Provide for inspection and maintenance of stormwater facilities in the City to ensure an effective and functional stormwater drainage system.

Not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

14.20.030 Adoption of Technical Manual

The City of Gig Harbor Council recognizes that stormwater control technology is a developing and evolving science. In order to ensure that the latest and best technology is utilized in the City, the *City of Gig Harbor Stormwater Design Manual*, incorporated herein by this reference is hereby adopted as the City's stormwater technical manual, hereafter called the "Manual". The Manual shall be used to implement and interpret the terms of this Code.

14.20.040 **Authority**

The Public Works Director, or an assignee, shall have the authority to administer and enforce this Code. The Director shall also have the authority to develop and implement procedures to administer and enforce this Code. The Director may approve, conditionally approve, or deny an application for activities regulated by this Code. The Director is authorized to develop a regular inspection program for all stormwater facilities in the City.

14.20.050 **Applicability**

The provisions of this Code shall apply to all site development activities requiring a Drainage Permit as defined in Section 14.20.120 herein, both public and private, within the City of Gig Harbor.

Any land development which is required by operation of any City of Gig Harbor Code, state law, or federal law to construct, install, or modify any natural or manmade drainage features within, abutting, or serving the development shall do so in accordance with this Code. However, where the provisions of this Code directly conflict with any other Gig Harbor Code, state or federal law, comprehensive drainage plan, or special study, the more stringent provisions shall apply to the extent permissible by law.

Approval of any land development activity by the City of Gig Harbor does not constitute approval of other applicable permits that may be required by other agencies. The fact that any activity is exempt from the permit requirements of this Code shall not constitute an exemption from any other City code, ordinance, or state or federal law.

14.20.060 **Exemptions**

The following are exempt from the requirements of this Code:

- (1) Commercial agriculture and forest practices regulated under Title 222 WAC, except for Class IV General Forest Practices that are conversions from timber land to other uses; and
- (2) Development that is undertaken by the Washington State Department of Transportation in state highway rights-of-way and is regulated by Chapter 173-270 WAC, the Puget Sound Highway Runoff Program.
- (3) Road construction and/or maintenance activities undertaken by the Gig Harbor Public Works Department shall be exempt from the administrative requirements of this Code, but shall comply fully with the technical requirements contained herein.

- (4) An excavation below finished grade for basements and footings of a building, retaining wall, or other structure authorized by a valid Building Permit. This shall not exempt the placement of any fill material removed from such an excavation, and shall not exempt any excavation beyond the limits of the basement or footing excavations nor exempt excavations having an unsupported height greater than 4 feet after the completion of such a structure.
- (5) Agricultural crop management outside of critical drainage areas limited to the preparation of soil by turning, discing, or other means endorsed by the local Conservation District.
- (6) Excavation for cemetery graves.
- (7) The disposal of solid waste, wood waste, problem waste and demolition waste authorized pursuant to R.C.W. 70.95, and regulations presently enacted or as may be amended or as specifically approved by the Pierce County Health District.
- (8) Mining, quarrying, excavating, processing, and/or stockpiling of rock, sand, gravel, aggregate, or clay where established and provided by law, and a permit for said activity has been issued by the State of Washington or the Federal Government, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous land and the activities meet the minimum requirements of this Code.
- (9) Exploratory excavations under the direction of a qualified professional engineer.
- (10) Grading activities already approved by separate permit granted by any governing authority, provided that the activities meet the minimum requirements of this Code.
- (11) Emergency sandbagging, diking, ditching, filling, or similar work during or after periods of extreme weather conditions when done to protect life or property.

14.20.070 Variances

The Director of Public Works may grant a variance from the provisions of this Code, provided that all criteria are met as adopted in Section 12.16.010 of the Gig Harbor Municipal Code.

14.20.080 Appeals

Appeals of a variance shall be filed and processed as described in Title 19 GHMC for a Type II application.

14.20.090 Severability

If any provision of this Code or its application to any person or property is held invalid by a court of competent jurisdiction, the remainder of the Code or the application of the provision to other persons or property shall not be affected.

14.20.100 Definitions

Accepted Performance of Construction shall mean the written acknowledgment from the Director of the satisfactory completion of all work accepted by the City, including all work shown on the accepted plans, accepted revisions to the plans, and accepted field changes.

Applicant shall mean the person, party, firm, corporation, or other legal entity that proposes to engage in site development activities in the City of Gig Harbor by submitting an application for any of the activities covered by this Code on a form furnished by the City and paying the required application fees.

Basin Plan shall mean a plan and all implementing regulations and procedures including, but not limited to, land use management adopted by Code for managing surface and stormwater quality and quantity management facilities and drainage features within individual sub-basins.

Beneficial Use shall mean any activity that allows the owner to gain the use intended by the development activity, as so stated by the Applicant at the time of application for a City of Gig Harbor Drainage Permit.

Best Management Practices (BMP) shall mean physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, and have been approved by the City as accepted BMPs.

Biofiltration/Biofilter Facilities shall mean vegetative BMPs that treat stormwater by filtration through vegetation. Biofiltration facilities include, but are not limited to, grassed or vegetated swales and filter strips.

Bond shall mean a financial guarantee, in the form of a surety bond, assignment of funds, or irrevocable bank letter of credit, that shall guarantee compliance with applicable provisions of this Code.

City shall mean the City of Gig Harbor.

Clearing or land clearing shall mean the surface removal of vegetation.

Closed Depressions shall mean low-lying areas that have no surface outlet, or such a limited surface outlet that in most storm events the area acts as a retention basin, holding water for infiltration, evaporation or transpiration.

Comprehensive Drainage Plan shall mean a detailed analysis, adopted by the Council, for a drainage basin, which assesses the capabilities and needs for runoff accommodation due to various combinations of development, land use, structural and nonstructural management alternatives. The plan recommends the form, location, and extent of stormwater quantity and quality control measures that would satisfy legal constraints, water quality standards, and community standards, and identifies the institutional and funding requirements for plan implementation.

Contiguous Land shall mean land adjoining and touching other land regardless of whether or not portions of the parcels have separate Assessor's tax numbers or were purchased at different times, lie in different Sections, are in different government lots, or are separated from each other by private road or private rights-of-way.

Council shall mean the City of Gig Harbor City Council.

Design Storm Event shall mean a theoretical storm event, of a given frequency, interval, and duration, used in the analysis and design of a stormwater facility.

Detention Facilities shall mean stormwater facilities designed to store runoff while gradually releasing it at a pre-determined controlled rate. "Detention facilities" shall include all appurtenances associated with their designed function, maintenance, and security.

Developed Site shall mean the condition of the development site following completion of construction of the development including all approved phases of construction.

Director shall refer to the Director of the City of Gig Harbor Public works department or the Director's designee.

Diversion shall mean the routing of stormwater to other than its natural discharge location.

Drainage Feature shall mean any natural or manmade structure, facility, conveyance, or topographic feature which has the potential to concentrate, convey, detain, retain, infiltrate, or affect the flow rate of stormwater runoff.

Drainage Plan shall mean a plan for the collection, transport, treatment and discharge of runoff, and may include both the plan and profile views of the site as well as construction details and notes.

Easement shall mean an acquired privilege or right of use or enjoyment that a person, party, firm, corporation, municipality, or other legal entity has in the land of another.

Erosion Control Design Storm shall mean the 2-year frequency, 24-hour duration storm event used for analysis and design of sedimentation and erosion control facilities.

Existing Stormwater Facilities shall mean those facilities constructed or under permitted construction prior to the effective date of this Code.

Forested Land shall mean "forested land" as defined in RCW 76.09.020 as this section now exists or may hereafter be amended, and shall include all land which is capable of supporting a merchantable stand of timber and that is being actively used in a manner compatible with timber growing.

Geotechnical Engineer shall mean a practicing professional engineer licensed in the State of Washington who has at least four years of professional experience in geotechnical and landslide evaluation.

Geotechnical Report shall mean a study of the effects of drainage and drainage facilities on soil characteristics, geology and groundwater. The geotechnical analysis shall be prepared by a geotechnical engineer.

Grading shall mean any excavating, filling, or embanking of earth materials.

Grubbing shall mean the removal of vegetative matter from underground, such as sod, stumps, roots, buried logs, or other debris, and shall include the incidental removal of topsoil to a depth not exceeding 12 inches.

Hydrograph shall mean a graph of runoff rate, inflow rate or discharge rate, past a specific point over time.

Hydrograph Method shall mean a method of estimating a hydrograph using a mathematical simulation. Commonly accepted hydrograph methods include the Soil Conservation Service TR-55 Method and the Santa Barbara Urban Hydrograph (SBUH) Method.

Illicit Discharge shall mean all non-stormwater discharges to stormwater drainage systems that cause or contribute to a violation of state water quality, sediment quality, or ground water quality standards, including but not limited to, sanitary sewer connections, industrial process water, interior floor drains, and greywater systems.

Impervious Surface shall mean a hard surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads with compacted subgrade, packed earthen materials, and oiled, macadam, or other surfaces which similarly impede the natural infiltration of stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces.

Land Disturbing Activity shall mean any activity that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, demolition, construction, paving, clearing, grading, and grubbing.

Land Use Permits and Approvals shall mean any use or development of land that requires City action in legislation, administration, or approval, including but not limited to, the following:

- (1) Subdivision
- (2) Short plat subdivision
- (3) Planned Residential Development (P.R.D.),
- (4) Planned Unit Development (P.U.D.), including residential and commercial
- (5) Site plan review
- (6) Conditional Use Permit (C.U.P.)
- (7) Zoning variance
- (8) Short plat subdivision
- (9) Grading and Land Clearing Permit
- (10) Shoreline Substantial Development Permit
- (11) Shoreline Conditional Use Permit
- (12) Environmental Reviews (S.E.P.A., Wetland, Critical Areas)
- (13) Binding Site Plan
- (14) Building Permit

Maintenance shall mean any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to return the facility to good working order. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facilities.

Maintenance Covenant shall mean a binding agreement between the City of Gig Harbor and the person or persons holding title to a property served by a stormwater

facility whereby the property owner promises to maintain certain stormwater facilities; grants the City of Gig Harbor the right to enter the subject property to inspect and to make certain repairs or perform certain maintenance procedures on the stormwater control facilities when such repairs or maintenance have not been performed by the property owner; and promises to reimburse the City of Gig Harbor for the cost should the City perform such repairs or maintenance.

Maintenance Schedule shall mean a document detailing required stormwater facility maintenance activities to be performed at specified intervals.

Major Development shall mean any new development or any redevelopment activity that (1) includes the creation or cumulative addition of 5,000 square feet or greater of new impervious surface area from the pre-development conditions, or (2) includes land disturbing activity of one acre or greater, or (3) includes grading involving the movement of 5,000 cubic yards or more of material.

Manual shall mean the "City of Gig Harbor Stormwater Design Manual".

Minor Development shall mean any new development or redevelopment activity that (1) includes the creation or addition of less than 5,000 square feet of new impervious surface area, and (2) includes land disturbing activity of less than one acre, and (3) includes grading involving the movement of less than 5,000 cubic yards of material.

Non-forestry Use shall mean an active use of land that is incompatible with timber growing.

Off-site Drainage Analysis shall mean a study of those land areas contributing surface runoff to a development site as well as a study of the existing and predicted impacts of surface runoff from the development site on properties and drainage features that have the potential to receive stormwater from the development site.

Oil/Water Separator shall mean a structure or device used to remove suspended, floating, or dispersed oil and greasy solids from water.

Operation and Maintenance Manual shall mean a written manual, prepared by a qualified civil engineer that provides a description of operation and maintenance procedures for specific stormwater control facilities, for use by operation and maintenance personnel.

Owner shall mean any person or persons having a legal or equitable property right or interest, including a fee owner, contract purchaser or seller, mortgagor or mortgagee, optionor or optionee, and beneficiary or grantor of a trust or deed of trust.

Pollution shall mean contamination or other alteration of the physical, chemical, or biological properties of waters of the state, including change in temperature, taste,

color, turbidity, or odor of the waters, or such discharge of any liquid, gaseous, solid, radioactive, or other substance into any waters of the state as will or is likely to create a nuisance or render such waters harmful.

Pre-development Conditions shall mean:

- (a) For developed sites with stormwater facilities that have been constructed to meet the standards in the Minimum Requirements of the manual, existing site conditions shall mean the existing conditions on the site.
- (b) For developed sites that do not have stormwater facilities that meet the Minimum Requirements, existing site conditions shall mean the conditions that existed prior to the development of the project site. If in question, the existing site conditions shall be documented by aerial photograph records or other appropriate means.
- (c) For undeveloped sites, existing site conditions shall mean the existing conditions of the site prior to any recent land clearing or grading activity or 10 years prior to submittal of a development application.

Professional Engineer shall mean a person who, by reason of his or her special knowledge of the mathematical and physical sciences and the principles and methods of engineering analysis and design, acquired by professional education and practical experience, is qualified to practice engineering as attested by his or her legal registration as a professional engineer in the State of Washington.

Project Engineer shall mean the professional engineer responsible for the design of the project, who will affix his/her seal on the project drainage plans and drainage analysis. The project engineer shall be licensed in the state of Washington and qualified by experience or examination.

Redevelopment shall mean any land disturbing activity occurring on existing developed property.

Retention Facilities shall mean drainage facilities designed to store runoff for gradual release by evaporation, plant transpiration, or infiltration into the soil. Retention facilities shall include all such drainage facilities designed so that none of the runoff entering the facility will be discharged as surface water. Retention facilities shall include all appurtenances associated with their designed function, maintenance, and security.

SEPA shall mean the Washington State Environmental Policy Act.

Shorelines of the State shall mean the total of all "shorelines" and "shorelines of state-wide significance" within the state, as defined in RCW 90.58.030, also known as the Shoreline Management Act.

Site Development Activity shall mean the alteration of topography, clearing, paving, grading, construction, alteration of stormwater systems, site preparation, or other activity commonly associated with site development. Site development includes those activities listed in the definition of Land Use Permits and Approvals.

Soils Investigation Report shall mean a study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils investigation report shall be prepared by a qualified soils engineer, who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees.

Soils Engineer shall mean a practicing engineer licensed as a professional engineer in the State of Washington who has at least four years of professional employment as an engineer dealing with soil descriptions and characterizations.

Source Control BMP shall mean a Best Management Practice (BMP) that is intended to prevent pollutants from entering stormwater. Examples include erosion control practices, maintenance of stormwater facilities, constructing roofs over storage and working areas, and directing wash water and similar discharges to the sanitary sewer or a dead end sump.

Stabilized shall mean the application of BMPs sufficient to protect soil from the erosive forces of raindrop impact and flowing water. Examples include, but are not limited to, vegetative establishment, mulching, plastic covering, the early application of gravel base, and outlet and channel protection.

Stormwater shall mean the surface water runoff that results from all natural forms of precipitation.

Stormwater Facility shall mean a component of a manmade drainage feature, or features, designed or constructed to perform a particular function or multiple functions, including, but not limited to, pipes, swales, ditches, culverts, street gutters, detention basins, retention basins, wetponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, and sediment basins.

Stormwater Quality Control shall mean the control of the introduction of pollutants into stormwater and the process of separating pollutants from stormwater. Stormwater quality control facilities include, but are not limited to, source controls, biofiltration/biofilter facilities, wetponds, wetland forebays, oil/water separators, constructed wetlands, and erosion and sedimentation control facilities.

Stormwater Quantity Control shall mean the control of the rate and/or volume of stormwater released from a development site. Stormwater quantity control facilities include, but are not limited to, detention and retention facilities.

Variance shall mean permission granted by the Director to deviate from the provisions of this Code, pursuant to Section 12.16.010 GHMC.

Water Quality Design Storm Event The water quality design storm, used for the design of water quality treatment facilities, shall be the 6-month, 24-hour storm event. In that the precipitation data from isopluvial maps is not available for the 6-month, 24-hour storm event, the design engineer can use 72% of the 2-year, 24-hour precipitation as equivalent to the 6-month, 24-hour precipitation.

Water Quality Sensitive Area Areas that are sensitive to a change in water quality, including but not limited to, lakes, ground water management areas, ground water special protection areas, sole source aquifers, critical aquifer recharge areas, well head protection areas, closed depressions, fish spawning and rearing habitat, wildlife habitat, and shellfish protection areas.

Wetland shall mean those areas of the City of Gig Harbor that are defined by separate Code, regulation, or statute as wetlands.

14.20.110 Review and Plan Approval

Proposed site development activities shall be reviewed by the City of Gig Harbor to determine the permits required. Consistent with the minimum Requirements contained in this Code, the City of Gig Harbor shall approve or disapprove all new development and redevelopment, unless exempted herein.

14.20.120 Drainage Permit Required

A Drainage Permit, issued by the City of Gig Harbor Public works department, shall be required for any of the following activities:

- 1) Site development or redevelopment activities that meet the definition of a major development.
- 2) Site development or redevelopment activities that require connection to a public storm drainage system.
- 3) Grading activities that result in the movement of 100 cubic yards or more of earth.
- 4) Grading activities that will result in a temporary or permanent slope having a grade exceeding 3 to 1 (3 feet horizontal to 1 foot vertical) and having a total

slope height, measured vertically from toe of slope to top of slope, exceeding 5 feet.

- 5) Grading activities that include the construction of embankment berms that will result in the impoundment of water to a depth exceeding 18 inches and/or with a maximum volume exceeding 2,500 cubic feet of water.
- 6) Grading activities that will result in the diversion of existing drainage courses, both natural and manmade, from their natural point of entry or exit from the grading site.
- 7) Any land clearing or grading on slopes steeper than 30%, or within the mandatory setback of a wetland, stream, lake, or Puget Sound, as established by separate Code or by Gig Harbor Department of Planning and Building Services.

No site development activity, including land clearing, grading or other construction activity as described in this Code, shall occur until a Drainage Permit has been issued, nor shall said site development activity continue without a Drainage Permit in force.

14.20.130 Permit Requirements

The Director shall establish requirements for the issuance of Drainage Permits, subject to the following criteria:

- 1) All site development activities shall comply with the standards, specifications and requirements contained in the Stormwater Design Manual.
- 2) The Director shall establish fees for Drainage Permits. Drainage Permit fees shall include fees for the review of permit applications and documents and for inspections during construction.
- 3) A Drainage Permit shall, at the time of its issuance, specify a maximum expiration period, not to exceed 3 years from the date of issuance. A Drainage Permit shall expire upon approved completion of construction, or upon the specified maximum expiration period, whichever comes first. In the event that a Drainage Permit expires prior to the completion of construction, all construction activity must cease, a new Drainage Permit application must be submitted, and the issuance of a new Drainage Permit shall be, at the discretion of the Director, subject to Gig Harbor development standards in force at the time of the new permit application.

14.20.140 **When a Professional Engineer is Required**

Unless otherwise required by this Code, Drainage Permit applications shall require the submittal of documents prepared by a professional engineer for all developments meeting the definition of a major development, any development located within right-of-way or easement for which the City will ultimately assume responsibility for maintenance, or any site development that the Director deems to be in the public's best interest to require that certain Drainage Permit application submittal documents be prepared by a professional engineer.

14.20.150 **Off-site Analysis**

All Drainage Permit applications which require the submittal of documents prepared by a professional engineer as described in Section 14.20.140, shall include an off-site drainage analysis as described in Section 14.20.460. Said analysis shall also be prepared by a professional engineer and shall be based on a field investigation of the development's off-site contributing and receiving drainage areas.

14.20.160 **Geotechnical Analysis**

All Drainage Permit applications for development activities where grading or the construction of retention, detention, or other stormwater facilities is proposed within 200 feet of slopes steeper than 30%, or where the Director deems that the proposed construction poses a potential hazard due to its proximity to a slope, shall, when required by the Director, include a Geotechnical analysis, prepared by a professional engineer. Said geotechnical analysis shall address the effects of groundwater interception and infiltration, seepage, potential slip planes, and changes in soil bearing strength.

14.20.170 **Soils Analysis**

All Drainage Permit applications which require the submittal of documents prepared by a professional engineer as described in Section 14.20.140, shall include, where the soils underlying the proposed project have not been mapped, or where existing soils maps of the project site are inconsistent, or where the Director deems that existing soils maps of the project site are not of sufficient resolution to allow proper engineering analysis, shall include a soils investigation report. Said report shall also be prepared by a professional engineer.

14.20.180 **Permit Modifications**

Proposed modifications to an approved Drainage Permit must be submitted to the Public works department and be reviewed for compliance with this Code. Substantial proposed modifications, as determined by the Director, shall require additional review fees and shall require re-issuance of the required permit. Minor proposed

modifications may be accepted by the Director without requiring the re-issuance of the accepted permit or the payment of additional review fees.

14.20.190 Erosion and Sedimentation Control

All final drainage, grading, clearing, or other site development plans requiring acceptance from the Gig Harbor Public Works Department shall include a plan for the control of erosion and sedimentation as required in Sections 14.20.260 and 14.20.270, for the period beginning with the commencement of site development activity and continuing without interruption until permanent site stabilization is achieved.

No clearing, grading, or other construction activity shall take place on a project site until an erosion and sedimentation control plan has been approved by the Public works department.

14.20.200 Site Stabilization

Prior to the issuance of a Drainage Permit and prior to beginning any construction activity on a project site, the owner of the project will be required to record a performance covenant or post a performance surety for site stabilization and erosion and sedimentation control. In addition, the owner may be required to provide a Certificate of Commercial Liability Insurance.

This performance requirement for stabilization and erosion control should not be confused with the performance bond accepted at the time of final plat recording as a surety for construction items not yet completed. When a performance bond is accepted for a final plat in lieu of construction completion, the surety or covenant for stabilization and erosion control will be released, and the new performance bond shall cover site stabilization and erosion control along with the other incomplete construction items.

14.20.210 Performance Covenant for Site Stabilization

For project sites with less than 5 acres of land disturbing activity, a Performance Covenant may be recorded in lieu of performance surety for site stabilization prior to issuance of the Drainage Permit to guarantee the City that temporary erosion and sedimentation control and permanent site stabilization measures will perform in accordance with the Stormwater Management Code. This Covenant shall be recorded with the Pierce County Auditor and shall run with the land until such a time as the City issues final acceptance of the permitted activities, or until a separate performance bond is posted prior to final plat approval. Upon issuance of final project approval, the Public works department will record a document that extinguishes the Performance Covenant.

If the site work is determined by the Director to be in violation of the Stormwater Management Code, the City may enforce the Performance Covenant to provide temporary and permanent site stabilization. In this case, the applicant or owner will be charged for all associated costs and, if required, the Director may as ask the City Attorney to initiate legal proceedings to collect such costs, such as a lien on the property

14.20.220 Performance Surety for Site Stabilization

The term "Bond" as defined in the Code shall mean a surety bond, assignment of funds, or irrevocable bank letter of credit. For project sites with 5 or more acres of land disturbing activity, a Performance Bond shall be posted prior to issuance of a Drainage Permit to guarantee the City that temporary erosion and sedimentation control and permanent site stabilization measures will perform in accordance with the Code. The amount of the Performance Bond shall be as follows:

- o One hundred percent (100%) of the estimated cost of performing minor grading and installing temporary erosion and sedimentation control, and permanent site stabilization measures to bring the construction site into compliance with the Code. A cost estimate shall be submitted by the project engineer subject to the approval of the Director. The minimum amount of the "Bond" shall be five thousand dollars (\$5,000.00).

(OR)

- o One thousand dollars (\$1,000.00) per acre of land disturbing activity. No engineer's estimate is required.

If the site work is determined by the Director to be in violation of the Stormwater Management Code, the City may use the Performance Bond to provide temporary and permanent site stabilization.

All Performance Bonds shall be approved by the City and run continuously until released in writing by the City, and shall not be subject to an expiration or cancellation date.

14.20.230 Performance Bond for Uncompleted Site Improvements

For single family residential developments, a Performance Bond shall be provided prior to the final recording of the plat/PUD, guaranteeing completion of all site improvements not yet completed. The amount of the Performance Bond shall be one-hundred percent (100%) of the estimated cost of said improvements. The estimated cost of the construction shall be determined by a professional engineer subject to the approval of the Director.

14.20.240 Commercial Liability Insurance

The owner of any property subject to a permit application must provide a Certificate of Liability Insurance to the Public works department prior to issuance of a Drainage Permit. The liability insurance shall remain in force until final project approval is issued by the City. The commercial liability insurance shall be in the amount of not less than one million dollars (\$1,000,000.00) combined single limit bodily injury and property damage, with a two million dollar (\$2,000,000.00) aggregate. Such insurance shall include the City of Gig Harbor, its officers, and employees as additional insureds, with respect to the terms and conditions of the policy.

14.20.250 Maintenance Bonds

A maintenance bond is required for residential plats/PUD's and other projects for which maintenance of the stormwater facilities and/or roads is to ultimately be taken over by the City.

Prior to the final approval of construction and release of any performance sureties, a Maintenance Bond must be posted and maintained by the project owner for a period of two (2) years. The Maintenance Bond shall guarantee the stormwater facilities and roads constructed under permit against design defects and/or failures in workmanship, and shall guarantee that the facilities constructed under the permit will be regularly and adequately maintained throughout the maintenance period.

The amount of the Maintenance Bond shall be fifteen percent (15%) of the estimated construction cost of the stormwater facilities and roads requiring maintenance, or five thousand dollars (\$5,000.00), whichever is greater. The construction cost of the facilities requiring maintenance shall be estimated by the Project Engineer, subject to the approval of the Director.

14.20.260 Erosion and Sedimentation Control for Minor Developments

All minor Developments, as defined in this Code, shall be required to control erosion and sedimentation during construction, to permanently stabilize soil exposed during construction, and to comply with the following Minor Development Requirements:

- (1) Construction access route. Construction vehicle access shall be limited to one route. Access points shall be stabilized with quarry spalls or crushed rock to minimize the tracking of soils and debris onto public roads, or where they might otherwise be washed into the storm drainage system during rainfall events or street cleaning operations.

- (2) Stabilization of denuded areas. All exposed soils shall be stabilized by suitable application of BMPs, including but not limited to, sod or other vegetation, mat covering, mulching, or application of compacted ground base

material on areas to be paved. All BMPs shall be selected, designed and maintained in accordance with the Manual. From October 1 to April 30, no soils shall remain unstabilized for more than 48 hours. From May 1 to September 30, no soils shall remain unstabilized for more than 7 days unless approved in writing by the Director.

At all times of the year, the contractor shall have sufficient materials, equipment and labor on-site to stabilize and prevent erosion from all denuded areas within 12 hours as site and weather conditions dictate.

(3) Protection of adjacent properties. Adjacent properties shall be protected from sediment deposition by appropriate use of vegetative buffer strips, sediment barriers or filters, dikes or mulching, or by a combination of these measures and other appropriate BMPs.

(4) Maintenance. All erosion and sediment control BMPs shall be regularly inspected and maintained to ensure continued performance of their intended function.

(5) Other BMPs. Any adverse effects of increased runoff resulting from land disturbing and/or land development activities shall be controlled by appropriate BMPs.

14.20.270 Erosion and Sedimentation control for Major Developments

Any new development meeting the definition of a major development shall comply with the following provisions of this section. For any redevelopment project meeting the definition of a major development, those portions of the site that are being redeveloped shall comply with the following provisions of this section. Compliance with the erosion and sedimentation control requirements of this section shall be demonstrated through the implementation of an approved Erosion and Sedimentation Control Plan. Said plan shall be prepared by a professional engineer licensed in the State of Washington.

(1) Stabilization and sediment trapping. All exposed and unworked soils, including soil stockpiles, shall be stabilized by suitable application of BMPs which protect soil from erosive forces of raindrop impact and flowing water. Applicable practices include, but are not limited to vegetative establishment, mulching, plastic covering, and the early application of gravel base on areas to be paved. From October 1 to April 30, no soils shall remain unstabilized for more than 48 hours. From May 1 to September 30, no soils shall remain unstabilized for more than 7 days unless approved in writing by the Director.

At all times of the year, the contractor shall have sufficient materials, equipment and labor on-site to stabilize and prevent erosion from all denuded areas within 12 hours as site and weather conditions dictate.

(2) Delineation of clearing and easement limits. Clearing limits, setbacks, buffers, and sensitive or critical areas such as steep slopes, wetlands and riparian corridors shall be clearly marked in the field and inspected by the City of Gig Harbor Department of Planning and Building Services prior to commencement of land clearing activities.

(3) Protection of adjacent properties. Adjacent properties shall be protected from sediment deposition by appropriate use of vegetative buffer strips, sediment barriers or filters, dikes or mulching, or by a combination of these measures and other appropriate BMPs.

(4) Timing and stabilization of sediment trapping measures. Sediment ponds and traps, perimeter dikes, sediment barriers and other BMPs intended to trap sediment on-site shall be constructed as a first step in grading. These BMPs shall be functional before additional land disturbing activities take place. Earthen structures such as dams, dikes, and diversions shall be stabilized according to the timing indicated in item (1) above.

(5) Slope Stabilization. Cut and fill slopes shall be constructed in a manner that will minimize erosion. Roughened soil surfaces are preferred to smooth surfaces. Interceptor ditches should be constructed at the top of steep slopes that have significant areas that contribute runoff. Concentrated runoff should not be allowed to flow down the face of a cut or fill slope unless contained within an adequate channel or pipe slope drain. Wherever a slope face crosses a water seepage plane, adequate drainage or other protection should be provided. In addition, slopes should be stabilized in accordance with item (1) above.

(6) Controlling off-site erosion. Properties and waterways downstream from development sites shall be protected from erosion due to increases in the volume, velocity, and peak flow rate of stormwater runoff from the development site by the implementation of appropriate BMPs to minimize adverse downstream impacts.

(7) Stabilization of temporary conveyance channels and outlets. All temporary on-site conveyance channels shall be designed, constructed and stabilized to prevent erosion from the expected flow velocity from a 10-year, 24-hour design storm event for the post-development condition. Stabilization adequate to prevent erosion of outlets, adjacent stream banks, slopes and downstream reaches shall be provided at the outlets of all conveyance systems.

- (8) Storm drain inlet protection. All storm drain inlets made operable during construction shall be protected so that stormwater runoff shall not enter the conveyance system without first being filtered or otherwise treated to remove sediment.
- (9) Underground utility construction. The construction of underground utility lines shall be limited, where feasible, to no more than 500 feet of open trench at any one time. Where consistent with safety and space considerations, excavated material shall be placed on the uphill side of the trench. Dewatering devices shall discharge to an appropriate sediment trap or pond, preceded by adequate energy dissipation, prior to runoff leaving the site.
- (10) Constructed access routes. Wherever construction vehicle access routes intersect paved roads, provisions must be made to minimize the transport of sediment onto the paved road by use of appropriate BMPs such as a stabilized construction entrance. If sediment is transported onto a road surface, the roads shall be cleaned thoroughly, as a minimum, at the end of each day. Sediment shall be removed from roads by shoveling or sweeping and be transported to a controlled sediment disposal area. Street washing shall be allowed only after sediment is removed in this manner, as approved by the Director.
- (11) Removal of temporary BMPs. All temporary erosion and sediment control BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed, as determined by the Director. Trapped sediment shall be removed or stabilized on-site. Disturbed soil areas resulting from removal of temporary BMPs shall be permanently stabilized. The removal of temporary erosion and sediment control BMPs may not be required for those projects, such as single family plats, that will be followed by additional construction under a different permit(s). In these circumstances, the need for removing or retaining the measures will be evaluated on a site-specific basis.
- (12) Dewatering construction sites. Dewatering devices shall discharge into an appropriate sediment trap or pond designed to accept such a discharge, preceded by adequate energy dissipation, prior to runoff leaving the site.
- (13) Control of pollutants other than sediment on construction sites. All pollutants other than sediment that occur on-site during construction shall be handled and legally disposed of in a manner that does not cause contamination of surface waters. Pollutants of concern include, but are not limited to, fuels, lubricants, solvents, concrete by-products and construction materials.
- (14) Maintenance. All temporary and permanent erosion and sediment control BMPs shall be maintained and repaired as needed to assure continued performance of their intended function. All maintenance and repair shall be

conducted in accordance with the Manual. The applicant shall be responsible for assuring that any such facilities damaged during floods, storms or other adverse weather conditions are immediately returned to normal operating condition.

(15) Financial Liability. A performance surety shall be required for all projects to ensure compliance with the approved erosion and sediment control plan, as described in Section 14.20.220.

14.20.280 Erosion Control Design Storm Event

Facilities designed for the control of erosion and sedimentation shall be designed for the erosion and sedimentation control design storm event, defined as the 10-year, 24-hour duration storm.

14.20.290 Authority of the Director

The Director is the designated agent for the issuance of Drainage Permits for grading, and shall have the authority to prepare regulations and set administrative procedures to carry out the purposes and intent of this Section.

14.20.300 Grading Plan Required

Grading projects meeting the criteria of Section 14.20.120 shall be required to have an approved engineered grading plan.

14.20.310 Abbreviated Grading Plan

Grading projects meeting the definition of a Minor Development will require an approved abbreviated grading plan in lieu of an engineered grading plan. An abbreviated grading plan is a grading plan that does not require the seal of a professional civil engineer.

14.20.330 Drainage Associated With Grading Activities

(1) All grading activities shall conform to the requirements of this Code concerning stormwater management.

(2) Where required by the Director, all discharge of runoff from the project site shall be of like quality, flow rate, and velocity as that which flowed from the project site prior to the work for which the Drainage Permit has been issued.

(3) Stormwater flows shall be accepted onto, and shall be discharged from, a project site at the natural or otherwise legally existing locations.

14.20.340 Minimum Grading Standards

This Code sets forth minimum standards that shall apply to grading activities as described in Section 14.20.120. For circumstances not specifically addressed in this Code or the Stormwater Design Manual, the provisions of the latest version of the Uniform Building Code adopted by the City shall apply.

14.20.350 Changes in Site Topography

(1) The maximum surface gradient on any artificially created slope shall be two (2) feet of horizontal run to one (1) foot of vertical fall (2:1). This gradient may be increased to that gradient which can be demonstrated through engineering calculations to be stable, if, in the opinion of the Director, it has been demonstrated by the Applicant through engineering calculations performed by a qualified professional engineer that surface erosion can be controlled to that erosion rate equal to a properly stabilized 2:1 slope under the same conditions.

(2) The Applicant shall at all times protect adjacent private properties and public rights-of-way or easements from damage occurring during grading operations. The Applicant shall restore public improvements damaged by his/her operations.

(3) The Applicant shall be responsible for obtaining and coordinating all required State or Federal permits associated with the filling of wetlands or other regulated activities.

14.20.360 Rockeries and Retaining Structures

Any rockery or other retaining structure greater than 4 feet in height shall be permitted under a separate Building Permit issued by the City's Department of Planning and Building Services.

14.20.370 Maintenance of Erosion and Sedimentation Control

It shall be the responsibility of the Applicant to maintain all erosion control and drainage facilities in good operating condition at all times, as required in Sections 14.20.260 and 14.20.270.

14.20.380 Progress of Work

All work permitted under this Code shall proceed continuously to completion in an expeditious manner unless otherwise authorized by the Director, with the intent that work may be halted due to weather conditions or the need to coordinate other

construction on the project site. Drainage Permits, issued for grading only, shall expire six (6) months after issuance.

14.20.390 Redevelopment Activities

Where redevelopment activities meet the definition of a major development, the requirements of this Code shall apply to that portion of the site that is being redeveloped. In addition, where one or more of the following conditions exist, the requirements of this Code shall apply, to the maximum extent practicable, for the entire site, including adjoining parcels, if they are part of the project:

(1) Existing sites greater than one (1) acre in size with 50% or more impervious surface.

(2) Sites that discharge to a receiving water that has a documented water quality problem. Subject to local priorities, a documented water quality problem includes, but is not limited to, water bodies:

(i) Listed in reports required under section 305(b) of the Clean Water Act, and designated as not supporting beneficial uses;

(ii) Listed under section 304 (1) (1) (A) (i), 304 (1) (1) (A) (ii), or 304 (1) (1) (B) of the Clean Water Act as not expected to meet water quality standards or water quality goals;

(iii) Listed in Washington State's Nonpoint Source Assessment required under section 316 (a) of the Clean Water Act that, without additional action to control nonpoint sources of pollution, cannot reasonably be expected to attain or maintain water quality standards.

(3) Sites where the need for additional stormwater control measures have been identified through a basin plan, watershed ranking process, or through Growth Management Act planning.

14.20.400 Approved Hydrological Methods for Design

Estimation of peak stormwater runoff rates used in the design of stormwater quantity control facilities shall utilize hydrograph methods of analysis approved by the Director. The design of storage facilities that are a part of stormwater quantity control facilities shall be designed using methods approved by the Director.

14.20.410 Stormwater Quantity Control

The following minimum requirements for stormwater quantity control shall apply to all land developments that meet the definition of a major development:

1. All surface water and stormwater entering the development site in its pre-development state shall be received at the naturally occurring or otherwise legally existing locations. All surface water and stormwater leaving the development site shall be discharged at all times during and after development at the naturally occurring or otherwise legally existing locations so as not to be diverted onto or away from adjacent downstream properties, EXCEPT, diversion which will correct an existing man-made downstream problem may be permitted by the Director. For the purposes of this Code, "naturally occurring location" shall mean the location of those channels, swales, and pre-existing and established systems as defined by the first documented topographic contours existing for the subject property, either from maps or photographs, site inspections, decisions of a court of law, or other means determined appropriate by the Director.
2. The post-development peak stormwater discharge rate from the developed site for the 2-year, 24-hour duration storm event shall at no time exceed fifty percent (50%) of the pre-development peak stormwater runoff rate from the 2-year, 24-hour pre-development design storm event. The post-development peak stormwater discharge rate from the developed site for the 10-year, 24-hour duration storm event shall at no time exceed the pre-development peak stormwater runoff rate from the 2-year, 24-hour pre-development design storm. The post-development peak stormwater discharge rate from the developed site for the 100-year, 24-hour duration storm event shall at no time exceed the pre-development peak stormwater runoff rate from the 10-year, 24-hour pre-development design storm. The Director may require that runoff from a development site be controlled for additional design storm events.
3. Closed depressions shall be analyzed using hydrograph routing methods. Infiltration shall be addressed where appropriate. If a proposed project will discharge runoff to an existing closed depression that has greater than 5,000 square feet of water surface area at overflow elevation, the following requirements must be met:
 - (a) CASE 1: The pre-development 100-year, 7-day and 24-hour duration design storms from the drainage basin tributary to the closed depression are routed into the closed depression using only infiltration as outflow. If the design storms do not overflow the closed depression, no runoff may leave the site for the same storm events following development of a proposed project. This may be accomplished by excavating additional volume in the closed depression subject to all applicable requirements. If a portion of the depression is located off of the project site, impacts to adjacent properties shall be evaluated.

- (b) CASE 2: The pre-development 100-year, 7-day and 24-hour duration design storm events from the drainage basin tributary to the closed depression are routed to the closed depression using only infiltration as outflow, and overflow occurs. The closed depression shall then be analyzed as a detention/infiltration pond. The required performance, therefore, shall not exceed the pre-development runoff rates for 50% of the 2-year and 100% of the 10-year and 100-year, 24-hour duration and 100-year, 7-day duration design storms. This will require that a control structure, emergency overflow spillway, access road, and other applicable design criteria be met. If the facility will be maintained by the City, the closed depression shall be placed in a dedicated tract. If the facility will be privately maintained, the tract shall be located within a drainage easement. If a portion of the depression is located off of the project site, impacts to adjacent properties shall be evaluated.
 - (c) CASE 3: When a proposed project is contributory to a closed depression located off-site, the volume of runoff discharged may not be increased for the 2, 10 and 100-year, 24-hour duration, and the 100-year, 7-day duration storm events. The exception to this requirement is in the case where discharge would not result in an increase in water surface elevation of greater than 0.01-foot for the 100-year storm events.
4. Land developments shall provide stormwater quantity control facilities designed to meet as a minimum performance standard, the requirements of this Section, except in the following circumstances:
- (a) The development site discharges directly into Puget Sound or directly into the tidally influenced areas of rivers and streams discharging into Puget Sound, where runoff quantity control is not required by other governmental agencies and streambank or shoreline erosion will not occur.
 - (b) The development site discharges to a regional stormwater facility approved by the Director to receive the developed site runoff.
 - (c) The development site discharges to a receiving body of water (lake, etc.) where it can be demonstrated by the Applicant, to the satisfaction of the Director, that stormwater quantity control is not warranted.
5. In the event that conditions downstream from a proposed development site are determined by the Director to be exceptionally sensitive to potential stormwater discharges from the subject site, the Director may require a factor of safety be applied to the total retention/detention storage volume and/or a reduction of allowable stormwater release rates.

6. Submittals for all proposed development projects shall include an analysis of downstream water quantity impacts resulting from the project and shall provide for mitigation of these impacts. The analysis shall extend a minimum of one-quarter of a mile downstream from the project. The existing or potential impacts to be evaluated and mitigated shall include, but not be limited to, excessive streambank erosion, flooding, surcharging of existing closed drainage conveyance facilities, discharge to closed depressions, and discharge to existing off-site runoff control facilities.
7. Retention facilities and open stormwater quantity control facilities shall not be located in dedicated public road rights-of-way.
8. Reasonable access for maintenance, as determined by the Director, shall be provided to all stormwater facilities.
9. As the first priority, streambank erosion control BMPs shall utilize infiltration to the fullest extent practicable, only if site conditions are appropriate and ground water quality is protected. Streambank erosion control BMPs shall be selected, designed, and maintained according to the Manual. Streambank erosion control BMPs shall not be built within a natural vegetated buffer, except for necessary conveyance systems as approved by the City of Gig Harbor Department of Planning and Building Services.
10. Where stormwater detention is proposed to meet stormwater quantity controls, volume correction factors as outlined in the manual shall be applied to increase pond size.

14.20.420 Stormwater Quality Control

Water quality best management practices (BMPs) shall be used to the maximum extent practicable to control pollution in stormwater. Water quality BMPs shall be used to comply with the standards of this Code, including those contained in the Manual. Construction and post-development water quality BMPs shall be utilized for all major development activities. Said water quality BMPs shall provide runoff water quality treatment for all storm events with intensities less than or equal to the water quality design storm event, as defined in Section 14.20.100.

14.20.440 Experimental Best Management Practices

In those instances where appropriate best management practices are not contained in the Manual, experimental BMPs may be considered. In an effort to improve stormwater quality technology, experimental BMPs are encouraged as a means of solving problems in a manner not addressed in the Manual. All Experimental BMPs must be approved by the Director. The Director may require that the performance of

experimental BMPs be monitored to document their effectiveness for future use. The Director may also require that a detailed operations and maintenance program be developed for the facility in question and that a cost analysis be provided for those facilities in which the City will assume ownership and maintenance responsibilities.

14.20.450 Incorporation Into Stormwater Quantity Control Facilities

Water quality BMPs may be incorporated into the design of stormwater quantity control facilities where appropriate.

14.20.460 Minimum Requirements for Quality Control of a Major Development

The following minimum requirements for stormwater quality control shall apply to all land developments that meet the definition of a major development:

1. Source control of pollution. Source control BMPs shall be applied to all projects to the maximum extent practicable.
2. Stormwater treatment BMPs. Treatment BMPs shall be sized to capture and treat developed runoff from the water quality design storm, defined as the 6-month, 24-hour duration storm event. For the purpose of this Code, the precipitation from a 6-month, 24 hour storm event shall be considered equivalent to 72% of the precipitation from a 2-year, 24 hour storm event. All treatment BMPs shall be selected, designed, and maintained according to the Manual.

Stormwater treatment BMPs shall not be built within a natural vegetated buffer, except for necessary conveyance systems as approved by the City of Gig Harbor Department Planning and Building Services.

All major developments shall provide treatment of stormwater discharge utilizing wetponds and/or biofiltration BMPs. Other water quality BMPs may only be substituted subject to the granting by the Director of a technical deviation from the provisions of the Stormwater Design Manual.

3. Wetponds shall be required for development sites with greater than five (5) acres of new impervious surface subject to motor vehicle use, which: (a) discharges directly to a regional facility, receiving body of water, or closed depression without providing on-site stormwater quantity control; or (b) discharges directly or indirectly to a Class 1, 2 or 3 stream, or a Class 1 or 2 wetland within 1 mile downstream of the site.

"Wetpond" shall mean a stormwater basin which is intended to maintain a permanent pool of water equal to the post-development runoff volume of the 6-month frequency, 24-hour duration design storm.

4. Presettling basin. All stormwater, prior to discharge to a facility designed to utilize infiltration, shall pass through an appropriate stormwater treatment BMP designed to remove suspended solids.
5. Water quality-sensitive areas. Where the Director determines that these Major Development minimum requirements do not provide adequate protection of water-quality sensitive areas, either on-site or within the drainage basin in which the development is located, more stringent controls shall be required to protect water quality.

An adopted and implemented basin plan may be used to develop requirements for specific water quality sensitive areas.

6. Downstream analysis and mitigation. All major developments shall conduct an analysis of downstream water quality impacts resulting from the project and shall provide for mitigation of these impacts. The analysis shall extend a minimum of one-quarter of a mile downstream from the project. The existing or potential impacts to be evaluated and mitigated shall include excessive sedimentation, streambank erosion, discharges to ground water contributing or recharge zones, violations of water quality standards, and spills and discharges of priority pollutants.

14.20.470

Stormwater Conveyance Facilities

1. All proposed developments must provide on-site stormwater conveyance facilities having sufficient capacity to convey, without flooding or otherwise damaging existing or proposed structures, the post-development peak stormwater runoff rate resulting from a 100-year, 24-hour duration storm event, plus any existing upstream runoff that will be conveyed through the development site.
2. Estimation of peak stormwater runoff rates used in the design of water conveyance facilities shall use either the Rational Method or a hydrograph method of analysis accepted by the Director.
3. Existing drainage ways and/or other conveyance facilities downstream from proposed developments that are identified within the scope of the downstream portion of the off-site drainage analysis, shall have sufficient capacity to convey, without flooding or otherwise damaging existing or proposed structures, the post-development peak stormwater discharge for the 25-year storm event. All newly constructed downstream drainageways and/or conveyance facilities shall have sufficient capacity to convey the post-development peak stormwater discharge for the 100-year storm event. Downstream improvements or additional on-site stormwater quantity

control measures shall be provided to eliminate any potential downstream flooding or other damage that may occur following completion of the proposed development. The Director has the authority to waive the requirement for downstream improvements.

4. Drainage through closed conveyance structures such as pipes shall not discharge directly onto the surface of a public road.

14.20.480 Easements, Tracts, and Covenants

1. Drainage easements shall be provided in a proposed development for all stormwater conveyance systems that are not located in public rights-of-way or tracts. Said drainage easements shall be granted to the parties responsible for providing on-going maintenance of the systems.

Drainage easements through structures are not permitted.

2. Stormwater facilities that are to be maintained by the City of Gig Harbor, together with maintenance access roads to said facilities, shall be located in public right-of-way, separate tracts dedicated to the City of Gig Harbor, or drainage easements located in designated Open Space. The exception is for stormwater conveyance pipes that may be located within easements on private property, provided that all catch basins can be accessed without entering private property.
3. All runoff from impervious surfaces, roof drains, and yard drains shall be directed so as not to adversely affect adjacent properties. Wording to this effect shall appear on the face of all final plats/P.U.D.'s, and shall be contained in any covenants required for a development.

14.20.490 Wetlands

The following requirements apply only to situations where stormwater discharges directly or indirectly into a wetland, and must be met in addition to meeting the requirements in Major Development Minimum Requirements of Section 14.20.460, Stormwater Treatment BMPs:

1. Stormwater discharges to wetlands must be controlled and treated to the same extent as all other discharges, with the goal of meeting State Water Quality and Groundwater Quality Standards.
2. Discharges to wetlands shall maintain the hydroperiod and flows of pre-development site conditions to the extent necessary to protect the characteristic functions of the wetland. Prior to discharging to a wetland, alternative discharge locations shall be evaluated, and natural water storage and infiltration opportunities outside the wetland shall be maximized.

3. Created wetlands that are intended to mitigate for loss of wetland acreage, function and value shall not be designed to also treat stormwater.
4. In order for constructed wetlands to be considered treatment systems, they must be constructed in areas which are not designated as wetland or wetland buffer or in other areas which are not in conflict with designated critical areas and associated buffers, and they must be managed for stormwater treatment. If these systems are not managed and maintained in accordance with the Manual for a period exceeding three years, these systems may no longer be considered constructed wetlands.
5. Wetland BMPs shall not be built within a natural vegetated buffer, except for necessary conveyance systems as approved by the City of Gig Harbor Department of Planning and Building Services.

14.20.500 **Regional Facilities**

When the Director has determined that the public would benefit by the establishment of a regional stormwater facility which would serve as an alternative to the construction of separate on-site drainage facilities, the Director may recommend to the Council that a regional stormwater facility be constructed which would serve more than one development in providing stormwater quantity and/or quality control. In the event that a regional stormwater facility is required by the Council, such a regional stormwater facility shall be located outside of fish-bearing streams, unless otherwise accepted by the Washington State Department of Fish and Wildlife. All future developments constructed on lands designated by the Council to be served by the regional facility shall, at the time of issuance of a Drainage Permit for a development, be required to contribute a fair share to the cost of land purchase, design and construction of said regional facility. In the event that a proposed regional stormwater facility is not yet in operation at the time of completion of construction of a development that is to be served by said regional facility, the Applicant for said development shall be required to provide temporary stormwater quantity and quality controls. Temporary quantity and quality controls may be constructed in temporary easements, rather than in separate tracts.

14.20.510 **Basin Planning**

An adopted and implemented basin plan tailored to a specific basin may be used to develop requirements for source control, stormwater treatment, streambank erosion control, wetlands, and water quality sensitive areas. Adopted and implemented watershed-based basin plans may be used to modify any or all of the minimum requirements for stormwater quantity or quality control addressed in this Code, provided that the level of protection for surface or ground water achieved by the basin plan will equal or exceed that which would otherwise be achieved by implementation

of the provisions of this Code in the absence of a basin plan. Basin plans shall evaluate and include, as necessary, retrofitting of BMPs for existing development and/or redevelopment in order to achieve watershed-wide pollutant reduction goals. Standards developed from basin plans shall not modify any of the above requirements until the basin plan is formally adopted and fully implemented by the City.

14.20.520 Maintenance of Stormwater Facilities by Owners

For privately maintained stormwater facilities and BMPs, the maintenance requirements specified in this Code, including the Manual, shall be enforced against the owner(s) of the subject property served by the stormwater facility.

14.20.530 Maintenance Covenant Required for Privately Maintained Drainage Facilities

(1) Prior to the beneficial use of a development, the owner shall record a Maintenance Covenant against the property that guarantees the City of Gig Harbor that the stormwater facilities shall be properly operated, maintained, and inspected. The restrictions set forth in such covenant shall be included in any instrument of conveyance of the subject property and shall be recorded with the Pierce County Auditor.

(2) The Director may require the owners of existing stormwater facilities for which the City of Gig Harbor has not previously accepted operation and maintenance responsibility, to record a Maintenance Covenant, or to request that the City of Gig Harbor accept operation and maintenance responsibility for the stormwater facilities subject to the requirements of this Code.

(3) Maintenance Covenants shall remain in force for the life of the development, or until the responsibility for the operation and maintenance of the subject stormwater facilities is accepted by the City of Gig Harbor.

14.20.540 City Acceptance of New Stormwater Facilities

The City of Gig Harbor may accept for maintenance those new residential stormwater facilities constructed under an accepted Drainage Permit that meet the following conditions:

1. Improvements in residential plats/PUDs have been completed on at least 80% of the lots, unless waived by the Director, AND;
2. All drainage facilities have been inspected and accepted by the Director and said drainage facilities have been in satisfactory operation for at least two (2) years, AND;

3. All drainage facilities reconstructed during the maintenance period have been accepted by the Director, AND;
4. The stormwater facility, as designed and constructed, conforms to the provisions of this Code, AND;
5. All easements and tracts required under this Code, entitling the City to properly operate and maintain the subject drainage facility, have been conveyed to the City of Gig Harbor and have been recorded with the Pierce County Auditor, AND;
6. For non-standard drainage facilities, an operation and maintenance manual, including a maintenance schedule, has been submitted to and accepted by the City of Gig Harbor.
7. A complete and accurate set of reproducible mylar as-built drawings have been provided to the City of Gig Harbor.

14.20.550 City Acceptance of Existing Stormwater Facilities

The City of Gig Harbor may accept for maintenance those stormwater facilities for residential developments existing prior to the effective date of this Code that meet the following conditions:

1. Improvements in residential plats/PUDs have been completed on at least 80% of the lots, AND;
2. An inspection by the Director has determined that the stormwater facilities are functioning as designed, AND;
3. The stormwater facilities have had at least two (2) years of satisfactory operation and maintenance, unless otherwise waived by the Director, AND;
4. The person or persons holding title to the properties served by the stormwater facilities submit a petition containing the signatures of the title holders of more than 50% of the lots served by the stormwater facilities requesting that the City of Gig Harbor maintain the stormwater facilities, AND;
5. All easements required under this Code, entitling the City to properly operate and maintain the subject stormwater facilities, have been conveyed to the City of Gig Harbor and have been recorded with the Pierce County Auditor, AND;

6. The person or persons holding title to the properties served by the stormwater facilities show proof of the correction of any defects in the drainage facilities, as required by the Director, AND;
7. The stormwater facilities meet current design standards as defined in the Stormwater Management Design Manual or a variance has been approved.

14.20.560 City Inspections of Privately Maintained Stormwater Facilities

1. The Director is authorized to develop an inspection program for privately owned and maintained stormwater facilities in the City of Gig Harbor. The purpose of this inspection program shall be to determine if said stormwater facilities, conveyance structures, and water quality facilities are in good working order and are properly maintained, and to ensure that stormwater quality BMPs are in place and that non-point source pollution control is being implemented.
2. Whenever the provisions of the inspection program are being implemented, or whenever there is cause to believe that a violation of this Code has been or is being committed, the inspector is authorized to inspect during regular working hours and at other reasonable times any and all stormwater drainage facilities within the City of Gig Harbor to determine compliance with the provisions of this Code.
3. Prior to making any inspections, the Director or his assignee shall follow the procedures delineated in Section 14.20.650.

14.20.570 Inspection Schedule

The Director is authorized to establish a master inspection and maintenance schedule to inspect appropriate stormwater facilities that are not owned and operated by the City of Gig Harbor. The party (or parties) responsible for maintenance and operation shall be identified. Critical stormwater facilities, as so deemed by the Director, may require a more frequent inspection schedule.

14.20.580 Illicit Discharges

Illicit discharges to stormwater drainage systems are prohibited.

14.20.590 Illicit Connections and Uses

The stormwater system of the City, natural and artificial, may only be used to convey stormwater runoff. Stormwater System shall mean all natural and man-made systems that function together or independently to collect, store, purify, discharge, and convey stormwater. Included are all stormwater facilities as well as natural systems such as

streams and creeks and all natural systems that convey, store, infiltrate, or divert stormwater. Violation of this section can result in enforcement action being taken as prescribed in Section 14.20.670.

No person shall use this system, directly or indirectly, to dispose of any solid or liquid matter other than stormwater. No person shall make or allow any connection to the stormwater system that could result in the discharge of polluting matter. Connections to the stormwater system from the interiors of structures are prohibited. Connections to the stormwater system for any purpose other than to convey stormwater or groundwater are prohibited and shall be eliminated.

14.20.600 Pollution Control Device Maintenance

Owners and operators of oil/water separators, wet ponds, bio-filtration facilities, sediment and erosion control systems, infiltration systems, and any other pollution control devices shall operate and maintain such control devices to assure that performance meets the intended level of pollutant removal. Recommended maintenance schedules for these devices are included in this manual.

14.20.610 Test Procedures

In the event that water quality testing is utilized in determining whether a violation of this Section has occurred, said water quality test procedures shall be followed as described in the most recent edition of the "Code of Federal Regulations, Part 136".

14.20.620 Exemptions

The following discharges are exempt from the provisions of this Section:

- (1) The regulated effluent from any commercial or municipal facility holding a valid state or federal wastewater discharge permit.
- (2) Acts of nature not compounded by human negligence.
- (3) Properly operating on-site domestic sewage systems.
- (4) Properly applied agricultural chemicals or materials.

14.20.630 Violations of This Code

The placement, construction, or installation of any structure, or the connection to a public storm drainage facility, or the discharge to a public storm drainage facility, or grading, which violates the provisions of this Code shall be and the same hereby is declared to be unlawful and a public nuisance and may be abated as such through the use of civil penalties and Stop Work Orders, as well as any other remedies which are

set forth in this Code, including any applicable ordinance or statute, including, but not limited to, revocation of any permits. The choice of enforcement action taken and the severity of any penalty shall be based on the nature of the violation, the damage or risk to the public or to public resources.

14.20.640 Inspection

1. Routine Inspections. The Director or his designee shall have access to any site for which a Drainage Permit has been issued pursuant to Section 14.20.120 hereof during regular business hours for the purpose of on-site review and to insure compliance with the terms of such Permit. Applicant for any such Permit shall agree in writing, as a condition of issuance thereof, that such access shall be permitted for such purposes.
2. Inspection For Cause. Whenever there is cause to believe that a violation of this Code has been or is being committed, the Director or his designee is authorized to inspect the project, and any part thereof reasonably related to the violation, during regular business hours, and at any other time reasonable in the circumstances. Applicant for Drainage Permit under Section 14.20.120 hereof shall, as a condition of issuance of such permit, agree in writing that such access to the project site, which inhibits the collection of information relevant to enforcement of the provisions of this Code, shall be grounds for issuance of a Stop Work Order by the Director or his designee.

14.20.650 Inspection Procedures

Prior to making any inspections, the Director or his assignee shall present identification credentials, state the reason for the inspection, and request entry.

1. If the property or any building or structure on the property is unoccupied, the Director or his assignee shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the property or portions of the property and request entry.
2. If after reasonable effort, the Director or his assignee is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the site or of the stormwater drainage system creates an imminent hazard to persons or property, the inspector may enter.

14.20.660 Stop Work Orders

"Stop Work Order" shall mean a written notice, signed by the Director or his assignee, that is posted on the site of a construction activity, which identifies the specific

violation of a City of Gig Harbor Code that has occurred, and that all construction-related activity, except for erosion and sedimentation control activities authorized by the Director, is to cease until further notice. The Director may cause a Stop Work Order to be issued whenever the Director has reason to believe that there is a violation of the terms of this Code. The effect of such a Stop Work Order shall be to require the immediate cessation of such work or activity until authorization is given by the Director to proceed.

14.20.670 Cumulative Civil Penalty

Every person who violates this Code, or the conditions of an approved Drainage Permit, may incur a civil penalty. The penalty shall be \$1,000.00 for each violation. This penalty shall be in addition to any other penalty provided by law. Each and every such violation shall be a separate and distinct offense, and each day of continued or repeated violation shall constitute a separate violation.

14.20.680 Aiding or Abetting

Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of the civil penalty.

14.20.690 Order to Maintain or Repair

The Director shall have the authority to issue to an owner or person an order to maintain or repair a component of a stormwater facility or BMP to bring it in compliance with this Code. The order shall include:

1. A description of the specific nature, extent, and time of the violation and the damage or potential damage that reasonably might occur;
2. A notice that the violation or the potential violation cease and desist and, in appropriate cases, the specific corrective actions to be taken; and
3. A reasonable time to comply, depending on the circumstances.

14.20.700 Notice of Violation - Assessment of Penalty

Whenever the Director has found that a violation of this Code has occurred or is occurring, the Director is authorized to issue a Notice of Violation directed to the person or persons identified by the Director as the violator.

1. The Notice of Violation shall contain:
 - (a) The name and address of the property owner;

- (b) The street address, when available, or a legal description sufficient to identify the building, structure, premises, or land upon or within which the violation is occurring;
 - (c) A statement of the nature of such violation(s) including identification of the Code provision violated;
 - (d) A statement of the action that is required to be taken within thirty (30) days from the date of service of the notice of violation, unless the Director has determined the violation to be hazardous and to be requiring immediate corrective action, OR unless the corrective action constitutes a temporary erosion control measure;
 - (e) A statement that a cumulative civil penalty in the amount of one thousand dollars (\$1,000.00) per day shall be assessed against the person to whom the Notice of Violation is directed for each and every day following the date set for correction on which the violation continues; and
 - (f) A statement that the Director's notice of violation may be appealed to the City of Gig Harbor City Council by filing written notice of appeal, in duplicate, with the Council within thirty (30) days of service of the Notice of Violation. The per diem civil penalty shall not accrue during the pendency of such administrative appeal unless the violation was determined by the Director to be hazardous and to require immediate corrective action or was determined by the Director to constitute a temporary erosion control measure.
2. The Notice of Violation shall be served upon the person(s) to whom it is directed either personally or by complaint in Superior Court proceedings or by mailing a copy of the Notice of Violation by certified mail.

14.20.710 Appeal and Disposition

A Notice of Violation issued pursuant to this Section shall have the following appeal options:

- 1) Within thirty (30) days from the date of receipt of the Notice of Violation, the aggrieved person may make application for relief from penalty to the Director. Such application shall contain any information relevant to the situation that the aggrieved party believes the Director should consider. The Director may cancel, lower, or affirm the penalty.
- 2) Within fifteen (15) days from the date of receipt of the Director's response to said application for relief from penalty, the aggrieved party may appeal

to the City of Gig Harbor City Council. The aggrieved person shall be entitled to have the appeal considered by the Council at its next available regularly scheduled meeting date following the filing of the appeal. The Council shall issue their decision within 15 days of the completion of the hearing. The aggrieved party shall be notified by certified mail of the determination of the Council.

14.20.720 Liability for Costs of Investigation

Any person found to be in violation of this Code shall be responsible for the costs of investigation by the City of Gig Harbor. Such cost may include the analytical services of a certified laboratory.

14.20.730 Collection of Civil Penalty

The civil penalty constitutes a personal obligation of the person(s) to whom the Notice of Violation is directed. Penalties imposed under this Section shall become due and payable 30 days after receiving notice of penalty unless an appeal is filed. The City Attorney, on behalf of the City of Gig Harbor, is authorized to collect the civil penalty by use of appropriate legal remedies, the seeking or granting of which shall neither stay nor terminate the accrual of additional per diem penalties so long as the violation continues.

14.20.740 Hazards

- 1) Whenever the Director determines that any existing construction site, erosion/sedimentation problem or drainage facility poses a hazard to public safety or substantially endangers property, or adversely affects the condition or capacity of the drainage facilities, or adversely affects the safety and operation of the City of Gig Harbor right of way, or violates State water pollution laws, the person or persons to whom the permit was issued shall upon receipt of notice in writing from the Director, repair or otherwise address the cause of the hazardous situation in conformance with the requirements of this Section.
- 2) Should the Director have reasonable cause to believe that the situation is so adverse as to preclude written notice, he may take the measures necessary to eliminate the hazardous situation, provided that he or she shall first make a reasonable effort to locate the owner before acting, in accordance with Section 14.20.650. In such instances, the person or persons to whom the permit was issued shall be obligated for the payment to the City of Gig Harbor of all costs incurred by the City. If costs are incurred and a bond pursuant to this Section or other City requirement has been posted, the Director shall have the authority to collect against the bond to cover costs incurred.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: LT. BILL COLBERG
DATE: JANUARY 8, 2001
**SUBJECT: SECOND READING - ORDINANCE ACCEPTING A DONATION FROM
THE WASHINGTON STATE ASSOCIATION EMBLEM CLUB.**

BACKGROUND

The Washington State Association Emblem Club has donated \$50.00 to the City to assist with expenses incurred by the City for Drug Enforcement.

The donation has been receipted and placed in the Drug Investigation Fund.

RECOMMENDATION

Staff recommends adoption of the ordinance at this second reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF FIFTY
DOLLAR (\$50.00) FROM THE WASHINGTON STATE
ASSOCIATION EMBLEM CLUBS FOR THE GIG HARBOR
POLICE DRUG FUND.**

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received cash in the amount of fifty dollars (\$50.00) from the Washington State Association Emblem Clubs, to be used for the purpose of drug enforcement.

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

Section 1. **Acceptance of Donation.** The City Council hereby accepts the fifty dollar (\$50.00) donation from the Washington State Association Emblem Clubs.

Section 2. **Finance Director to Receipt Funds.** The Finance Director shall deposit the donation in the City's Drug Fund, and shall earmark the funds to be used for the purposes described in this ordinance.

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 11/30/00

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

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

On _____, 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF FIFTY
DOLLAR (\$50.00) FROM THE WASHINGTON STATE
ASSOCIATION EMBLEM CLUBS FOR THE GIG HARBOR
POLICE DRUG FUND.**

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

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

APPROVED by the City Council at their regular meeting of _____, 2000.

BY: _____
Molly M. 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: DAVID RODENBACH, FINANCE DIRECTOR *DR*
DATE: DECEMBER 27, 2000
**SUBJECT: SECOND READING - ORDINANCE ACCEPTING A DONATION FROM
THE MORRIS FOUNDATION**

BACKGROUND

The Morris Foundation donated \$41,380.25 to the City. This represents the City's interest in certain real estate contracts that were bequeathed to the Foundation in the name of the City from the Estate of Thomas Morris, Sr. In order to accept the donation, the City must pass an ordinance accepting the donation and terms and conditions. This ordinance accepts the donation and accompanying terms. The Morris Foundation requests the donation be used for street and/or park capital improvements. Also, by accepting the donation, the City relinquishes its interest in certain real estate contracts. The contracts, if current, would pay the City about \$51,000 over the next 15 years (assuming all contracts pay on time). If the \$41,000 lump sum were invested in the Local Government Investment Pool at current rates, it would exceed \$51,000 in less than 5 years. In taking the lump sum payout, the City also avoids the risk of possibly not receiving full payment due to nonperformance. Since January 1, 2000 two of the accounts are in foreclosure.

The donation has been receipted and placed in the General Fund. A reserve account for capital improvements as noted above has been established to account for this donation.

RECOMMENDATION

Staff recommends adoption of this ordinance and authorization for the mayor to sign Exhibit A, "Acknowledgement and Release."

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF FORTY
ONE THOUSAND THREE HUNDRED EIGHTY DOLLARS
AND TWENTY FIVE CENTS (\$41,380.25) FROM THE
MORRIS FOUNDATION FOR THE PURPOSE OF PARK OR
STREET CAPITAL IMPROVEMENTS**

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a check in the amount of Forty One Thousand Three Hundred Eighty Dollars and Twenty Five Cents (\$41,380.25) from the Morris Foundation, to be used for capital improvements to Parks or Streets; now, therefore,

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

Section 1. Acceptance of Donation. The City Council hereby accepts the Forty One Thousand Three Hundred Eighty Dollars and Twenty Five Cents (\$41,380.25) donation from the Morris Foundation, subject to the following terms of the donation, as expressed in Exhibit A, "Acknowledgement And Release": the donation is to be used for capital improvements of City Parks or Streets.

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

Section 3.

Section 4. Effective Date. This ordinance shall take effect

and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

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

On January ___, 2001 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. 813, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF FORTY
ONE THOUSAND THREE HUNDRED EIGHTY DOLLARS
AND TWENTY FIVE CENTS (\$41,380.25) FROM THE
MORRIS FOUNDATION FOR THE PURPOSE OF PARK OR
STREET CAPITAL IMPROVEMENTS**

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

DATED this ___ day of January, 2001.

MOLLY TOWSLEE, CITY CLERK

EXHIBIT A
ACKNOWLEDGEMENT AND RELEASE

This Acknowledgement and Release between the Morris Foundation, a Washington non-profit corporation, and the City of Gig Harbor (hereafter the "Recipient"), is entered into this _____ day of _____, 2000.

WHEREAS, the last Will and Testament of THOMAS G. MORRIS, SR., dated November 4, 1995, provided a charitable bequest to the Morris Foundation in the name of the Recipient. Pursuant to Article IV, Paragraph B, to fulfill such bequest the Estate of THOMAS G. MORRIS, SR., has transferred certain contract amounts to the Foundation. Pursuant to the last Will and Testament of THOMAS G. MORRIS, SR., the Recipient's share in these contracts had a face value on December 31, 1999, of \$41,380.25; and

WHEREAS, the Morris Foundation is required to pay the income on the Recipient's fund to the Recipient; and

WHEREAS, in lieu of paying the income on an on-going basis to the Recipient, the Morris Foundation has offered the Recipient the option of a lump sum payment in the face amount of the contracts as of December 31, 1999. The Recipient has accepted that offer.

NOW, THEREFORE, it is agreed as follows:

1. The Morris Foundation has paid the amount of \$41,380.25 to the Recipient.
2. The Recipient acknowledges receipt of the amount referenced in Term 1 above as its full share in and total right to income of the Foundation pursuant to the gift made in the last Will and Testament of THOMAS G. MORRIS, SR., dated November 4, 1995.
3. The Recipient fully releases the Morris Foundation, and its directors and agents, from any obligation or liability to it in connection with the bequest to the Foundation pursuant to Article IV, Paragraph B of the last Will and Testament of THOMAS G. MORRIS, SR., dated November 4, 1995. By signing this release, the Recipient gives up any claims whatsoever against the Foundation as a result of such bequest.
4. Recipient shall use the amount paid to it for street improvement (as opposed to ordinary maintenance) and park improvement (as opposed to ordinary maintenance).

Dated this _____ day of _____, 2000.

The Recipient

The Morris Foundation

By _____

By _____

Its _____

Its _____



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: APPOINTMENT TO THE PLANNING COMMISSION
DATE: JANUARY 8, 2001

INFORMATION/BACKGROUND

A position on the Gig Harbor Planning Commission opened up when Jim Pasin was appointed to fill the Council seat vacated by the resignation of Mark Robinson.

Notice went out to the public indicating a vacancy on the Planning Commission and inviting letters of interest in filling the vacancy to be sent by December 15th.

I received three letters of interest, one from a new resident of four or five months, another from a non-resident. I have attached the third letter and resume from Paul Conan.

RECOMMENDATION

I am requesting a council motion confirming the appointment of Paul R. Conan to serve the remainder of the vacant term on the Planning Commission.

December 5, 2000

Mayor Gretchen Wilbert
3105 Judson Street
Gig Harbor, WA 98335

Dear Mayor Wilbert:

I apologize for not writing sooner after our telephone conversation last week. I decided that I should think, pray and talk with friends & family about my next decision before I made it.

I am now writing this letter to express my interest in being appointed to the open planning commission seat. I feel that this will be a great opportunity to help my community and make decisions in the best interest of the City of Gig Harbor.

Having been raised in Gig Harbor, I have a good idea of what the city has been and the qualities that should be carried forward. The planning commission has an important responsibility in keeping the city from veering off this path and I would be privileged to be a part of this decision-making team.

I may not have a great deal of experience in city planning but I am committed to learning quickly so that I can contribute to the commission. I do have some experience in real estate management and also with contaminated properties. I have been through property contamination cleanup projects and have gained knowledge of possible solutions. I think this will be a key asset for the commission, as the city has to deal with these types of properties.

Thank you for considering me for the seat and I look forward to hearing more from you.

Sincerely,



Paul R. Conan

Home:
9004 Franklin Avenue
Gig Harbor, WA 98332
(253) 857-3352

Office:
3101 Judson Street
Suite 201B
Gig Harbor, WA 98335
(253) 857-3352
Paul@conangroup.com

9004 Franklin Avenue
Gig Harbor, WA 98332
(253) 857-3352
Fax (253) 853-2673
Paul@conangroup.com

Paul R. Conan

- Objective** Represent the citizens of the City of Gig Harbor.
- Education**
- 1995–1998 Pepperdine University Malibu, CA
✓ B.S., Business Administration.
- 1993–1995 Pierce Community College Tacoma, WA
✓ Studied general education course requirements.
- 1989–1993 Peninsula High School Purdy, WA
✓ High School Diploma
- Work Experience**
- 1999–Present Gig Harbor, WA
Conan Group LLC
✓ Manage independent hedge fund.
✓ Solicit additional investors for investment fund.
✓ Communicate with current & future investors.
- 1996–1999 Gig Harbor, WA
Individual Investor
✓ Researched & implemented multiple investment strategies.
✓ Organized major upgrade of commercial property in Gig Harbor.
- 1997–1998 Sigma Phi Epsilon Malibu, CA
Vice-President of Finance
✓ Active member of Executive Board.
✓ Administered monetary funds for local chapter.
✓ Developed long-term financial goals.
✓ Budgeted all activities for local chapter.
- 1990–1996 Conan Enterprises Gig Harbor, WA
President
✓ Formerly: Conan Fuel Service Inc.
✓ Developed long-term goals.
✓ Controlled all daily operations.
✓ Negotiated sale of company in 1996.
- Interests/Hobbies** Golf, skiing, most sports, boat building and volunteering with youth.



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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
SUBJECT: FIRST READING - AMENDMENT TO ORDINANCE NO. 854
- TYPOGRAPHICAL ERROR
DATE: DECEMBER 28, 2000

INTRODUCTION/BACKGROUND

City staff noticed a typographical error in the New Water Service Hook-up Ordinance No. 854. The attached ordinance makes the necessary changes to correct the typographical error.

RECOMMENDATION

Staff recommends that this ordinance, as presented and as amended, be approved by the City Council at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER SERVICE APPLICATIONS, CORRECTING A TYPOGRAPHICAL ERROR IN ORDINANCE NO. 854, WHICH AMENDED SECTION 13.34.020 OF THE GIG HARBOR MUNICIPAL CODE, MAKING FURTHER AMENDMENT TO SECTION 13.34.020 OF THE GIG HARBOR MUNICIPAL CODE AND DECLARING AN EMERGENCY NECESSITATING IMMEDIATE ADOPTION.

WHEREAS, on November 13, 2000, the Gig Harbor City Council passed Ordinance No. 854; and

WHEREAS, Ordinance 854 amended the conditions under which new water service hook-ups could be obtained by property owners, by establishing an expiration date of one year for such hook-ups, if the hook-up was not requested during that time period; and

WHEREAS, Ordinance 854 amended Section 13.34.020 of the Gig Harbor Municipal Code to add this expiration period; and

WHEREAS, the City Council declared the existence of an emergency necessitating immediate adoption of Ordinance 854, due to the possibility that there could be a rush of water service applications submitted to the City; and

WHEREAS, while this Ordinance only corrects a typographical error in Ordinance 854, the City Council believes that it should be adopted on an emergency basis because it must be used immediately to implement Ordinance 854; Now, Therefore,

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

Section 1. Section 13.34.020 of the Gig Harbor Municipal Code, as last amended by Ordinance No. 854, is hereby amended to read as follows:

✓

13.34.020. Water or sewer service application. Any person owning property outside the City limits and desiring to have their property located outside the City limits connected to the City's water supply system or ~~with sewer service sewer system~~ shall make application at the office of the City Clerk on the appropriate form. Every such application shall be made by the owner of the property to be connected and supplied the service, or by his/her authorized agent. The applicant must state fully the purposes for which the water and/or sewer service is required. Applicants must agree to conform to the City's rules and regulations concerning water and sewer service set forth in this Title, as the same now exists or may be amended in the future. If the City receives such a water service application and subsequently issues a water availability certificate, such certificate shall expire within one year of the date of issuance, if the applicant does not pay the required fees and request an actual hook-up or connection to the subject property within that time period.

Section 2. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). The Council declares that an emergency exists necessitating immediate adoption of this Ordinance, due to the fact that it amends Ordinance 854, which was passed on an emergency basis, which contemplated the possibility that once the public became aware of the water shortage problem in Gig Harbor, there could be a rush to submit water service applications to the City. Ordinance 854 was adopted on an emergency basis and is in effect at the present time. Because this Ordinance is necessary to implement Ordinance 854, it must be passed immediately for the same reasons necessitating emergency adoption of Ordinance 854.

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

Section 4. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage as set forth in Section 3 above.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2001.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, 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

[insert title]

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

APPROVED by the City Council at their meeting of _____, 2001.

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 *MHS*
SUBJECT: STREET BANNER PROPOSAL
DATE: DECEMBER 28, 2000

INFORMATION/BACKGROUND

The City of Gig Harbor year 2000 budget listed a Parks and Recreation objective to develop a street banner system for the commercial areas of the city, including the Downtown area, North Harborview Drive, Kimball Drive, Pt. Fosdick Drive, and eventually, Borgen Blvd.

13. Street banners. Coordinate with the downtown and commercial area merchants, and business and property owners, the Planning Department, and others, for selection and placement of decorative and seasonal banners on light-pole standards. It is anticipated that the merchants, and business and property owners will purchase the banners that will have a common design theme with elements unique to each business corridor. **\$2000 – Ongoing.**

This objective was continued in Hotel-Motel Fund 107 in year 2001.

Seasonal Banners. In an effort to display colorful seasonal decorations and personalization of business districts, the city is looking at purchasing banners to be hung from street light fixtures. **\$5000.**

Dave Brereton, Asst. Public Works Director, has coordinated with downtown merchants and with the Chamber of Commerce to work toward a suitable format for the implementation of an on-going city banner system. A banner system proposal will be presented by Jacquie Goodwill, Chamber of Commerce Executive Director.

POLICY CONSIDERATIONS

The proposal provides for a standard format banner. The format can be utilized for regular banners, for seasonal banners and for private banners. It is proposed that regular banners and seasonal banners will be purchased through a mix of city and area merchant participation. Staff recommends that the City Council authorize the Mayor to develop a resolution for the formation of an appropriate banner review committee made up of local graphic artists to screen both seasonal banner proposals and private banner proposals. No seasonal or private banner proposals, whether private property banners or individualized business neighborhood banners, would be authorized without both banner review committee and City Council approval (Consent Agenda review).

RECOMMENDATION

Staff recommends that the banner proposal as presented be initiated.



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
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: EXTENSION OF LAND USE HEARING EXAMINER CONTRACT
DATE: JANUARY 8, 2001

INFORMATION/BACKGROUND

The current contract for professional Land Use Hearing Examiner services with Ron McConnell of McConnell/Burke, Inc., dated October 11, 1999, expired on December 31, 2000 (contract attached). At this time it is necessary to amend this contract to ensure that the City retains professional Land Use Hearing Examiner services in the coming months. Mr. McConnell has proposed a six-month extension to the existing contract together with two additional minor amendments relating to compensation and appointment of the Land Use Hearing Examiner Pro Tem. A six-month extension to the current contract would allow staff adequate time to prepare and release a request for proposals (RFP) to solicit Land Use Hearing Examiner Services for the City. The City most recently released an RFP for Land Use Hearing Examiner Services in February 1996.

Mr. McConnell is a very experienced, knowledgeable and respected member of the land use planning profession. Most recently, he was inducted as a Fellow in the American Institute of Certified Planners. I have attached Mr. McConnell's resume listing his extensive background in land use planning and noted accomplishments.

RECOMMENDATION

Staff is recommending that the contract dated October 11, 1999 with Ron McConnell of McConnell/Burke, Inc., be extended for a period of six-months, together with two additional minor amendments relating to compensation and the appointment of the Hearing Examiner Pro Tem, as proposed by Mr. McConnell. Further, staff would prepare and release a request for proposals (RFP) to solicit Land Use Hearing Examiner Services for consideration during this six-month period.

**CONTRACT FOR PROFESSIONAL SERVICES
CITY OF GIG HARBOR
HEARING EXAMINER**

WHEREAS, the City of Gig Harbor has created the position of Land Use Hearing Examiner under Gig Harbor Municipal Code (GHMC);

WHEREAS, the City wishes to contract with a person meeting the requirements set forth in GHMC for the position of Hearing Examiner, under the terms and conditions set forth in that chapter; and

WHEREAS, said individual will be responsible for the duties of Hearing Examiner described in GHMC; NOW, THEREFORE,

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

1. **Duties.** The Hearing Examiner shall be responsible for carrying out all of the duties set forth in GHMC, and all other actions reasonable necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35A.63.170 are incorporated by this reference as if fully set forth herein. In addition, the Hearing Examiner shall prepare monthly reports on or before the 15th day of each month for the preceding month which shall document his hours of service and his travel, photocopying, mailing, and telephone expenses incurred in the performance of duties under this Agreement.
2. **Compensation.**
 - A. The Hearing Examiner shall provide services to the City at an hourly rate of ONE HUNDRED AND TWO (\$102.00) for performance of the duties described herein. The City agrees to compensate the Examiner at the above rate based on a minimum of TWO AND HALF (2.5) hours for each public hearing, meeting, and/or site visit conducted in Gig Harbor.
 - B. The City shall reimburse the Examiner for his travel to and from Gig Harbor and the Examiner's regular place of employment at THIRTY TWO POINT 5 CENTS (\$.325) per mile. In addition, the City shall reimburse the Examiner for secretarial services a rate of FORTY DOLLARS AND EIGHTY CENTS (\$40.80) dollars per hour. 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.
 - C. The Examiner shall receive annual performance evaluations from the City Administrator and/or Planning Director annually.

3. Term. This Agreement shall be effective upon execution, and shall run through DECEMBER 31, 2000.

4. Examiners Pro Tem. In the event of a conflict or disqualification or when in the discretion of the Hearing Examiner or regular Examiner Pro Tem, the use of an Examiner Pro Tem is required, the Mayor shall appoint a temporary Examiner Pro Tem to hear cases.

5. Billing and Payment. The City shall make (monthly) payments to the Examiner, within 45 days of receipt of his report described in Section 1 herein.

6. Employee Status. The employment relations of the Examiner shall be governed by this Agreement. The Examiner is an independent contractor providing professional services to the City pursuant to this Agreement. The Examiner maintains other professional offices, and provides professional services to clients other than the City of Gig Harbor. As such, the Examiner is not an employee of the City, and shall be responsible for the payment of federal income tax and other taxes, fees or charges from the compensation paid to the Examiner by the City. The Examiner shall not be entitled to any benefits provided to City employees and specifically shall not be entitled to sick leave, vacation, overtime, compensatory time or any other benefit not specifically addressed and provided for by this Agreement. The Examiner shall be subject to the rules of conduct of the relevant personnel policies of the City of Gig Harbor, RCW 35A.42.020 and RCW 35A.42.050, as the same now exists or may hereafter be amended.

7. Conflict of Interest. It is acknowledged that the Examiner will provide work and services for other clients in the course of their business. The Examiner agrees not to perform such services for other clients where a conflict of interest or other violation may exist.

8. Rules of Procedure. The Examiner shall be responsible for recommending rules of proceedings before the City Hearing Examiner, which rules shall be adopted by Council resolution. In addition, the Examiner shall be responsible for recommending necessary changes to those ruled

9. Indemnification. The Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from any action of the Examiner that is outside the scope of his official duties, as described in this Agreement, GHMC, RCW 35A.42.020 and RCW 35A.42.050.

10. Nonexclusive contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners and to contract for additional services in the future. Nothing herein shall be interpreted to prohibit such future appointments nor to guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Examiner in future years. The City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

11. 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 statements or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

12. Renewal. This Agreement shall be renewable by the City by giving THIRTY (30) days written notice prior to the conclusion of the contract term. Failure to do so will terminate the Agreement. Renewal shall be effective upon written acknowledgment and renewal by the Examiner.

13. Termination. This Agreement may be terminated by the City for the Examiner's misconduct, failure to complete the duties described under this Agreement and in GHMC, or within the time frames specified therein, or for his failure to complete such work in a manner satisfactory to the City. In the event of termination, the City shall pay for all services satisfactorily performed by the Examiner to the effective date of termination, as described in his final report submitted to the City. Upon termination, the City may take possession of all records and documents in the Examiner's possession pertaining to this Agreement.

14. 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 Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Examiner does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be within 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 attorney fees incurred in any litigation arising out of the enforcement of this Agreement.

15. Waiver. 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.

16. 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.

17. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

CITY: City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

EXAMINER: Ron McConnell
EXAMINER PRO TEM: Robert Burke
10604 N.E. 38th Place, Suite 227
Kirkland, WA 98033

DATED this 17th day of October, 1999.

Gretchen A. Wilbert
CITY OF GIG HARBOR

Ken McLaughlin
HEARING EXAMINER

BY: Gretchen A. Wilbert

Its Mayor

APPROVED FOR FORM:

[Signature]
City Attorney

Planning and Hearing Examiner Services

McConnell/Burke, Incorporated

3111 108th Avenue SE, Bellevue, Washington 98004 (425) 467-5825 FAX: (425) 452-9363 ronmccornell@msn.com

December 12, 2000

Mark Hoppen
City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Mark:

The 2000 hourly rate McConnell/Burke, Inc. is paid for Hearing Examiner services is \$102.00 per hour. We propose to raise those fees to \$105.00 per hour beginning January 1, 2001. This reflects less than a 3% cost of living adjustment.

Also, we propose that Don Lagen, AICP be the regular Hearing Examiner pro-tem in place of Bob Burke. Bob is semi-retired now. Don has been affiliated with McConnell/Burke, Inc. over eleven years and serves as my pro-tem in Carnation, Edmonds, Kirkland, Marysville and Puyallup.

I would be happy to discuss this proposal with you at your convenience. Once signed, please return a copy to us for our files. Thank you.

Sincerely,



Ron McConnell, FAICP
Vice President
RM

cc: John Vodopich, AICP

CONTRACT AMENDMENT #1

Provisions 2.A, 3, and 17 of the contract between the City of Gig Harbor, Washington and McConnell/Burke, Inc., for Hearing Examiner Services, dated October 11, 1999, are hereby amended:

Provision 2.A on page 1. Compensation. The first sentence is amended to read as follows:
The Hearing Examiner shall provide services to the City at an hourly rate of One Hundred and Five (\$105.00) for performance of the duties described herein.

Provision 3 on page 2. Term. The provision is amended to read as follows:
This agreement shall be effective upon execution, and shall run through ~~December 31,~~ 2001. *June 30, 2001 per RM by JPM*

Provision 17 on page 3. Examiner Pro Tem and address. The Examiner Pro Tem and the address section is amended to read:
EXAMINER PRO TEM: Don Largen
3111 108th Avenue SE
Bellevue, WA 98004

All other terms and conditions of the above referenced contract shall remain the same.

These changes shall become effective on January 1, 2001.

DATED this _____ day of _____ 200__

BY: _____
Gretchen A. Wilbert, Mayor
CITY OF GIG HARBOR

BY: *Ron McConnell*
Ron McConnell, FAICP
McConnell/Burke, Inc.

APPROVED AS TO FORM:

City Attorney

McConnell/Burke, Incorporated

3111 108th Avenue SE, Bellevue, Washington 98004 (425) 467-5825 FAX: (425) 452-9363
ronmccconnell@msn.com

RON MCCONNELL, FAICP

OVERVIEW

Mr. McConnell has extensive experience in both the public and private sector. He has been a principal of the planning consulting firm of McConnell/Burke, Inc. for nearly seventeen years and prior to that he directed the:

- ◆ King County Building and Land Development Division (now known as the Department of Development and Environmental Services);
- ◆ Land Use and Environmental Planning Division of the Puget Sound Council of Governments (now known as the Puget Sound Regional Council);
- ◆ Washington State Land Planning Commission staff;
- ◆ Planning Departments for the Cities of Bremerton and Redmond, Washington, and
- ◆ Planning Division for NBBJ, a Seattle based architecture/planning consulting firm.

He has been active in the American Planning Association and has held various chapter offices. He was President of the Washington State Chapter for the 1981-1983 term and served as Co-Chair of the Host Committee for the 1983 National American Planning Association annual conference in Seattle. He served as Chairman of the Joint Spring Planning Conference in 1978 and again in 1991. He was Chairman of the APA Washington State Chapter Conference in 1996 and was Co-Chair of the Fund Raising Committee for the 1999 National APA Conference. He was recently elected to membership in the College of Fellows of the American Institute of Certified Planners.

Mr. McConnell has served as a Design Commission member for the City of Mercer Island and as a Planning Commission member for the City of Redmond. He has taught urban planning courses and has served on the Visiting Committee for the College of Architecture and Urban Planning at the University of Washington.

Mr. McConnell co-founded McConnell/Burke, Inc. in 1984. He has had full technical and administrative responsibility for a wide variety of public and private projects. His extensive background and pragmatic approach is particularly well suited to meeting a client's needs. In recent years, he has spent much of his time as a "circuit riding" administrative law judge working as a land use hearing examiner for a number of jurisdictions. He has heard and issued written recommendations and decisions on over 2,300 land use cases.

PROFESSIONAL EDUCATION

Master of Urban Planning, University of Washington, June 1965. Thesis: *Changing Urban Structure of Tacoma, Washington*

Bachelor of Arts, Augustana College, Sioux Falls, South Dakota, June 1958

EXPERIENCE WITH McCONNELL/BURKE, INC. , 1984 TO PRESENT:

Ron has been personally involved in the following during his nearly seventeen years at McConnell/Burke, Inc.:

COMPREHENSIVE PLANNING

Growth Management Plans: Cities of DuPont and Enumclaw, Washington.

Growth Management Policies: Pierce County, Washington.

Public Information Program for proposed Comprehensive Plan and Zoning Ordinance: Pierce County, Washington (received a "First Award" from the Washinton Chapter of APA and also received a Media Award from APA National).

PLAN IMPLEMENTATION

Development Code Updates: Cities of Dupont, Kent, and Spokane; and Island, San Juan, and Skagit Counties.

GMA Areawide Rezones: Cities of Kirkland, Marysville, and Puyallup.

Bel-Red/Overlake Transportation Implementation Study: Bellevue and Redmond (received a "Merit Award" from the Washington Chapter of APA and the Planning Association of Washington).

Current Planning Assistance: Cities of Clyde Hill, DuPont, Port Townsend, and Snoqualmie, Washington.

HEARING EXAMINER SERVICES/GROUP FACILITATION

Land Use Hearing Examiner:

Hearing Examiner (ongoing services): Cities of Burien*, Carnation, Edmonds, Gig Harbor*, Kirkland, Marysville*, Newcastle*, Puyallup*, and Snoqualmie.*

* signifies first Hearing Examiner hired by the City

Pro-tem Hearing Examiner: Cities of Olympia and University Place; and Snohomish County.

Appellant Hearing Examiner: Jefferson County.

Zoning Adjustor/Shoreline Hearing Officer: King County.

Moderator:

Moderator for four county-wide symposiums on transportation: Puget Sound Regional Council.

Airport System Plan Hearing Officer: Port of Seattle.

Hearing Moderator: King County Office of Jail Planning.

Hearing Moderator: Puget Sound Energy.

Hearing Moderator: Town of Woodway.

FACILITY / SITE FEASIBILITY STUDIES

Lakeview Center: Office project in Kirkland, Washington.

Redmond Watershed Study: City of Redmond, Washington.

Site Evaluation: Lake Washington School District.

DEVELOPMENT PERMIT SERVICES FOR PRIVATE CLIENTS

Development Permits: King County.

Commercial Rezones: Covington, Federal Way, Kent, Port Angeles, Renton, and Seattle

Multi-family Rezones: Federal Way, Kent, and Everett, Washington.

Conditional Use Permit: Covington, Washington.

Site Plan Approvals: Mill Creek, Renton, and Seattle, Washington.

PREVIOUS PLANNING EXPERIENCE

Manager, Building and Land Development Division (Department of Development and Environmental Services), King County, Washington. 1981 - 1983.

Responsible for the administration and enforcement of the County building, mechanical, fire, grading, housing, zoning, subdivision and shoreline codes. Organized and directed the division's supervisory, professional, technical and clerical employees. Developed and administered the division's budget. Represented the division before the County Council and maintained cooperative relationships with the building industry, the land development industry, other public officials and the general public. Directed the Division, which had a budget of over \$3,000,000 (1981 dollars), a staff of 115, and processed approximately 10,000 permits per year.

Coordinator Snohomish Subregion, Puget Sound Council of Governments (Puget Sound Regional Council), Seattle, Washington. 1976 - 1981.

Served as principal staff to the Snohomish Subregional Council and as such provided assistance to elected officials on subregional matters. Planned and directed the subregional planning program which included preparation of a subregional development plan, subregional transportation plan, interim plan for elderly and handicapped transportation, transportation improvement program, and a study on state laws and regulations as they related to the housing development process. Also, served as liaison between member jurisdictions, state and federal agencies and the Council of Governments. Served as staff to technical and citizen advisory committees. Responsible for achieving consensus on the funding and substance of a coordinated transportation plan for a fourteen-jurisdiction subregion.

Director, Land Use and Environmental Planning Division, Puget Sound Council of Governments (Puget Sound Regional Council), Seattle, Washington. 1974 - 1976.

Directed the land use, housing and environmental planning efforts of the four-county regional planning agency. Guided the preparation of goals and policies for regional development, a housing opportunities plan, a disaster mitigation plan, and studies on costs of growth, infill development, coastal zone management and air quality maintenance planning. Responsible for the A-95 Clearinghouse and for the Environmental Impact Statement review and coordination function for the agency.

Executive Director Washington State Land Planning Commission and Director, State Land Planning Project, Office of Community Development, (Department of Community, Trade, and Economic Development). 1971 - 1974.

Directed the staff of a legislative study commission, which recommended the establishment of a statewide land information service to coordinate and reduce conflicts in the gathering and processing of land use data. The Commission also studied state planning laws concerning planning and land development, and reviewed studies prepared by other organizations (including the American Law Institute Model Land Use Code). The Commission recommendations were drafted into bill form and presented to the 1973 session of the Washington State Legislature. After the 1973 session, the program was transferred to the Washington State Office of Community Development (now the Department of Community, Trade, and Economic Development). While there, directed the continued effort and served as liaison between interest groups, citizens and governmental officials on land use and other related legislative matters. The local ABC affiliate prepared a half-hour TV special on the work of the Commission and the effort was written up as a feature article in ASPO's planning magazine in 1973. The legislation did not pass the legislature at that time, however, several of the concepts introduced by the Commission have since become law. Ron was the first employee of the Commission and hired all of the staff.

Director of Planning for Naramore Bain Brady and Johanson (NBBJ), Seattle based Architects and Planners. 1970-1971.

Served as the first Director of Planning for the firm and as such established and directed the firm's planning department. Served as project manager on the following projects: Kriebel-Wade Development; Governors' Nisqually River Task Force (which helped lead to the preservation of the Nisqually Delta, a wildlife refuge between Olympia and Tacoma); Unigard Site Selection Study; and Bellevue Multi-Agency Governmental Site Feasibility Study.

Planning Director for the City of Redmond, Washington. 1968 - 1970.

Served as the first Planning Director for the City of Redmond and was responsible to the Mayor and the City Council for directing the planning activities within the City, a rapidly growing Seattle suburb. Redmond was a bedroom community of approximately 9,000 people in 1969 when the plan was begun and it has grown to a community of over 43,000 people and 60,000 jobs. Ron initiated and directed preparation of the first comprehensive plan in Washington State that was based on environmental considerations. An environmental analysis of the planning area was prepared over a year before the State Legislature adopted the State Environmental Policy

Act. The plan led to the preservation of large portions of the Sammamish River, Bear Creek and Evans Creek valleys, and an 880-acre parcel of land owned by the City of Redmond, which the City had previously planned to develop. The planning effort involved a large number of citizens and received a significant amount of media coverage. Copies of the proposed plan map and summary plan policies were enclosed with utility bills and sent to every household in the City to help keep the citizens informed. Two half-hour TV specials were prepared and numerous newspaper articles were written on the effort. The plan was also covered in the ASPO magazine in an article entitled "how to prepare a down to earth land use plan." Also, Ron initiated and served as first chairman of the "Eastside Coordinators," an informal group of planning directors of neighboring jurisdictions who used this forum to begin coordinating the plans of Seattle's suburban jurisdictions on the eastside of Lake Washington.

Planning Director for the City of Bremerton, Washington. 1966 - 1968.

Served as the first Planning Director for the City. Responsibilities included formation and administration of the Bremerton City Planning Department. Acted as staff advisor to the Planning Commission, City Council, and other officials on problems related to municipal planning. Worked on the acquisition and development of parklands within the City, and guided the development of Bachman Park, a small waterfront park, which was developed by citizen volunteers under Ron's guidance. Served as staff to a downtown parking committee made up of public/private interests. The committee effort resulted in the much-needed acquisition of land for the development of a parking lot, and construction of a parking garage.

Associate Planner, University of Washington. 1964 -1966.

Assisted in the preparation of a report concerning federally sponsored research grants and contracts at the University. Gathered material for the maintenance of records to control assignments of space and assisted in studies on room use, attempting to devise means for efficient use of existing classroom space.

TEACHING EXPERIENCE

Full-time Lecturer: College of Architecture and Urban Planning, University of Washington, Spring Quarter - 1974.

Also, have given a number of individual lectures at the University over the past three decades.

AMERICAN PLANNING ASSOCIATION ACTIVITIES

- Executive Committee, Washington Section (Pacific Northwest Chapter, AIP), 1968 - 1970
- President, Washington Section AIP 1970 - 1971
- Chair, Pacific Northwest Chapter AIP Conferences, 1969, and 1971
- Chair, Central Puget Sound Program Committee, Washington Chapter AIP, 1976 - 1977
- Chair, AIP/PAW Joint Spring Planning Conference, 1978 (The conference was the first planning conference in the state to include related organizations. The conference had over 350 attendees and was the basis for a National Chapter Achievement Award for the Washington State Chapter).

- Executive Committee, Washington Chapter APA, 1977 - 1978, and 1981 - 1985
- President, Washington Chapter, 1981 - 1983
- Co-chair, Host Committee, 1983 National Planning Conference, Seattle
- Chair, APA/PAW Joint Spring Planning Conference, 1991. (This conference was the first major planning conference in the state following the adoption of the State Growth Management Act. Over 735 people attended the conference).
- Chair, Washington State APA Conference, 1996. This state APA conference had over 425 attendees.
- Co-chair, Fund Raising Committee, 1999 National Planning Conference, Seattle
- Also, have served on numerous AIP/APA committees over the past three decades

AWARDS

College of Fellows of the American Institute of Certified Planners

Elected to membership, 2000

Bel-Red/Overlake Transportation Plan Implementation Program Report

Merit Award, Washington Chapter APA and Planning Association of Washington, 1991

Pierce County Comprehensive Plan Public Information Program:

First Award, Washington State Chapter APA, 1985

First and Second Awards, Public Service Category, APA National, 1985

Fourth Place, Documentary Category, APA National, 1985

Joint Spring Planning Conference (Conference Chair)

National Chapter Achievement Award, American Institute of Planners, 1978

MEMBERSHIP IN ALLIED ORGANIZATIONS

Washington Association of Professional Hearing Examiners

- Founding member
- Treasurer, 1997 - present
- Co-chair, 1997, 1998 & 1999 Annual Conferences

Planning Association of Washington

PUBLIC SERVICE

Planning Commission: City of Redmond, 1964 - 1966

Governor's Task Force on National Transportation Needs, 1972 - 1974

Environmental Protection Agency Task Force on Aircraft/Airport Noise, 1973

Alternatives for Washington Cost/Trade-Off Study Team, 1976

Design Commission: City of Mercer Island, 1976 - 1979

University of Washington, College of Architecture and Urban Planning Visiting Committee,
1979 - 1996

Hopelink, Bellevue Community Task Force, 1994 - 1996

PRESENTATIONS AT NATIONAL CONFERENCES:

Media Fitness: How Do You Shape Up?; Panel at the National Conference of the American Planning Association; Los Angeles, 1986

The Zoning and Subdivision Hearing Examiner; Panel at the National Conference of the American Planning Association; New York; 1987

The Hearing Examiner System; Presentation at the American Planning Association Zoning Institute; San Francisco, 1987

You Be the Judge; Panel at the National Conference of the American Planning Association, San Diego, 1997

PRESENTATIONS AT CHAPTER CONFERENCES

Have made numerous presentations at Chapter conferences over the past three decades.

MILITARY

Active Duty: 1958 - 1963. Served in the Pacific as a Naval Officer.

Reserve Duty: Remained active in the U.S. Naval Reserve and retired with the rank of Commander.



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
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS - THREE PARCLES LOCATED AT THE
INTERSECTION OF 37th STREET COURT NW & 28th AVENUE NW
DATE: JANUARY 8, 2001

INFORMATION/BACKGROUND

The City has received a 'Notice of Intention to Commence Annexation Proceedings' from property owners of more than the required ten percent (10%) assessed valuation of three contiguous parcels located at the intersection of 37th Street Court NW and 28th Avenue NW, just north of the Olympic Village Shopping Center.

Following a submittal of a 'Notice of Intention to Commence Annexation Proceedings', the City is required to conduct a meeting with the initiating parties to determine whether the City will accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed (RCW 35A.14.120).

RECOMMENDATION

Staff recommends that the Council set January 22, 2001 as the date to meet with the initiating parties involved in this annexation request.



RECEIVED
CITY OF GIG HARBOR
DEC 27 2000
PLANNING AND BUILDING

December 19, 2000
LETTER OF TRANSMITTAL

The Honorable Mayor and City Council
City of Gig Harbor
PO Box 145
Gig Harbor, WA 98335

RE: Submittal of Notice of Intention to Commence Annexation Proceedings.

Dear Mayor and City Council:

Attached please find an application letter and appropriate exhibits indicating the intention to pursue annexation into the City of Gig Harbor of three contiguous parcels owned by Hollycroft, LLC. The three parcels are located at the intersection of 37th Street Ct NW and 28th Avenue NW, just north of the Olympic Village Shopping Center.

Mr. Gordon Rush and Mr. Ron Pemberton, under the partnership of Hollycroft, LLC are owners of five (5) contiguous parcels of property located near the northeast corner of Hollycroft Street and Olympic Drive. Two of the parcels lie within the Gig Harbor City limits and the other three parcels, proposed for annexation, lie on the other side of the Gig Harbor/Pierce County line. (See site map attached in Exhibit B). Hollycroft, LLC has proposed to build a professional office building on the two lots that lie within the Gig Harbor City limits. However, additional parking is proposed for one of the lots lying within Pierce County. Hollycroft, LLC has recently submitted a Site Plan, Design Review and Rezone application for this project.

Annexation of these three lots would allow for the entire proposed office building project, including all parking areas, to fall under the City of Gig Harbor jurisdiction. Each of the three parcels abut the current City boundary and all three are owned by Hollycroft, LLC. The three lots lie within the City of Gig Harbor Urban Growth Area. The City of Gig Harbor boundary lies along west and south sides of these parcels. These parcels are bounded on the north by 37th Ave Ct NW. A single-family residence borders the easterly parcel on the east.

We have met with the City of Gig Harbor Public Works Director and Planning Director to discuss the feasibility of the Annexation. Both have concurred that such an annexation makes sense and they would support our request for annexation based upon the scope of our proposed project. We therefore are submitting our Notice of Intention to Commence Annexation Proceedings.

Since all parcels proposed for annexation are owned by Hollycroft, LLC who is also the proposed developer of the Park Plaza project, it seems that this would make the annexation process relatively uncomplicated and capable of being completed concurrent with City review of the Park Plaza project.

We look forward to the next steps of this process. If you have any questions or concerns please contact Mr. Thair Jorgenson or myself at 858-8204.

Sincerely,
North Pacific Design

A handwritten signature in black ink, appearing to read 'T. Patrick Allen', with a long horizontal flourish extending to the right.

T. Patrick Allen, P.E.
Project Engineer

enclosures

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

The Honorable Mayor and City Council
City of Gig Harbor
P.O. Box 145
City of Gig Harbor, WA 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is described on Exhibit "A" attached hereto and is depicted on Exhibit "B" further attached hereto.

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

- (1) Whether the City Council will accept the proposed annexation;
- (2) Whether the City Council will require the adoption of zoning for the proposed area in substantial compliance with the Proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance 686; and
- (3) Whether the City Council will require the assumption of existing city indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intention to be presented and considered as one Notice of Intention and may be filed with other pages containing additional

**EXHIBIT A
PROPERTY DESCRIPTION**

Refer to attached Exhibit B for location of properties proposed for annexation to the City of Gig Harbor.

Parcel A:

Owner: Hollycroft, LLC
Parcel No.: 7580000530
Address: 57th Street Court NW, Gig Harbor

Description: WEST 252.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT OF SHORE ACRES, EXCEPTING THE WEST 30.00 FEET THEREOF FOR COUNTY ROAD. SITUATE IN PIERCE COUNTY, WASHINGTON.

Parcel B:

Owner: Hollycroft, LLC
Parcel No.: 7580000523
Address: 2702 57th Street Court NW, Gig Harbor

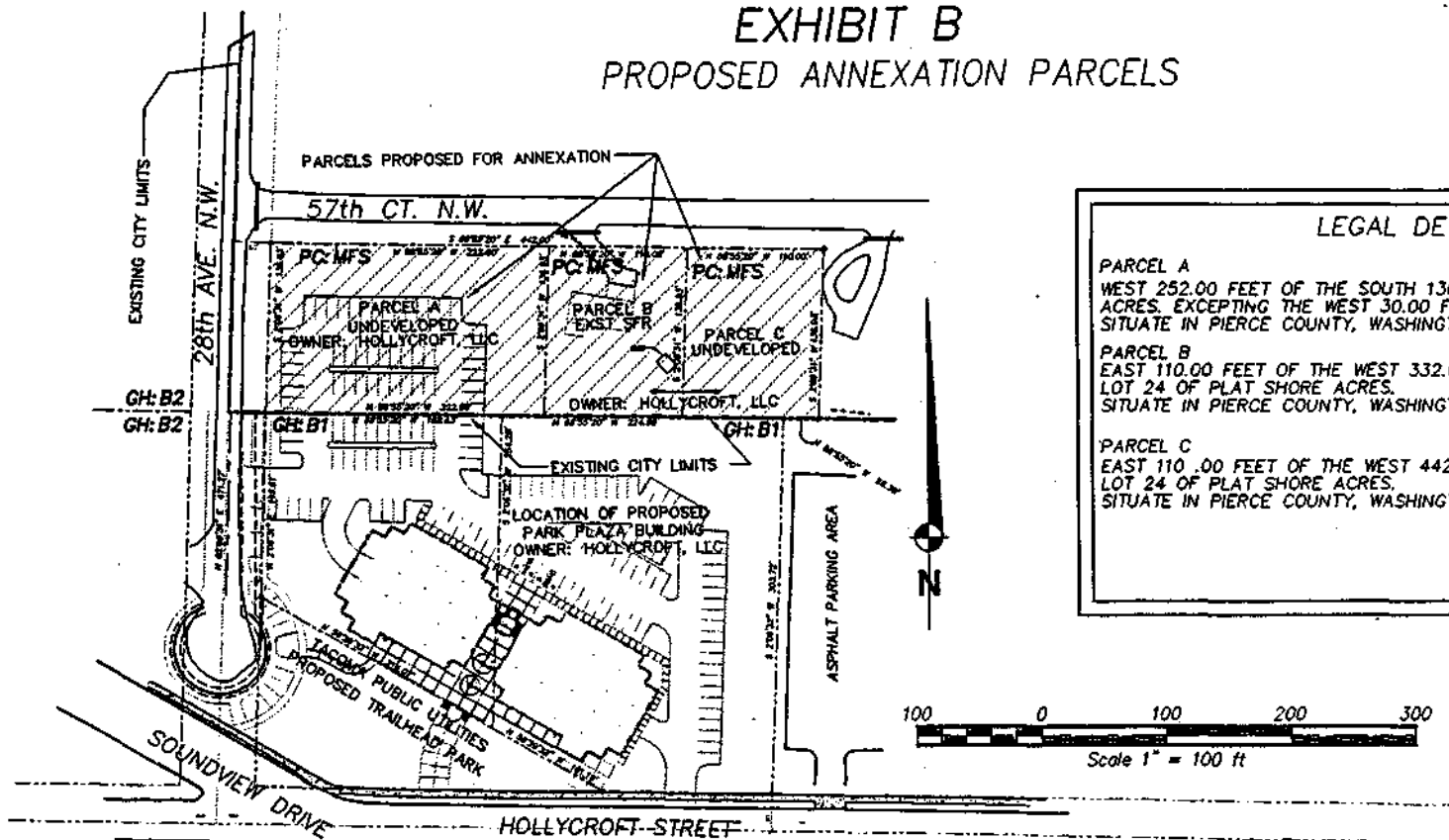
Description: EAST 110.00 FEET OF THE WEST 332.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON.

Parcel C:

Owner: Hollycroft, LLC
Parcel No.: 7580000524
Address: 57th Street Court NW, Gig Harbor

Description: EAST 110.00 FEET OF THE WEST 442.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON.

EXHIBIT B PROPOSED ANNEXATION PARCELS



LEGAL DESCRIPTIONS

PARCEL A
WEST 252.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT OF SHORE ACRES, EXCEPTING THE WEST 30.00 FEET THEREOF FOR COUNTY ROAD. SITUATE IN PIERCE COUNTY, WASHINGTON.

PARCEL B
EAST 110.00 FEET OF THE WEST 332.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON.

PARCEL C
EAST 110.00 FEET OF THE WEST 442.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON.

NOTE:
SITE PLAN SHOWN FOR PROPOSED PARK PLAZA BUILDING. PARCEL C OF PROPOSED ANNEXATION TO BE PART OF PROJECT (PARKING ONLY) AND WILL PROVIDE FOR 40' MINIMUM BUFFERS TO ADJACENT RESIDENTIALLY ZONED PROPERTIES.

ZONING CODE:
GH:B2 = GIG HARBOR ZONING B2
GH:B1 = GIG HARBOR ZONING B1
PC:MFS = PIERCE COUNTY MODERATE DENSITY SINGLE FAMILY

North Pacific Design

Architecture/Engineering
Design/Build, Planning

(253) 858-8204
(253) 858-3188

5715 Wollochet Dr. NW
Suite 2A
Gig Harbor, WA 98335