

Gig Harbor City Council Meeting

**May 14, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
May 14, 2007 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of the City Council Meeting of April 23, 2007.
2. Correspondence / Proclamations: a) Proclamation - Tourism Month b) Proclamation – Kinship Caregiver Day.
3. 45th Avenue & Briarwood Pedestrian Improvements Phase 2 – Bid Award.
4. 45th Avenue & Briarwood Pedestrian Improvements Phase 2 – Materials Testing Contract.
5. On-Call Development Review - Consultant Services Contract.
6. Resolution – In-car Video Camera Purchase - Sole Source Designation.
7. Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreements.
8. Liquor License Application: Harbor Greens.
9. Liquor License Assumption: Hy lu Hee Hee.
10. Liquor License Renewals: Target; Puerto Vallarta; Round Table Pizza.
11. Liquor License Application in Lieu of Current: Brix 25 Restaurant.
12. Approval of Payment of Bills for May 14, 2007:
Checks #53536 through #53695 in the amount of \$550,058.57.
13. Approval of Payment of Payroll for April:
Checks #4650 through #4679 and direct deposit entries in the amount of \$291,754.86.

OLD BUSINESS:

1. Second Reading of Ordinance - RB-1 Text Amendments.
2. Second Reading of Three Ordinances – Adopting Text Amendments Recommended in Phase 1a of the Design Review Process Improvements Initiative (ZONE 07-0016, 07-0017 and 07-0018).
3. Second Reading of Ordinance – Grease Interceptor/Trap Rules and Regulations.

NEW BUSINESS:

1. Pierce Transit Park & Ride and Walking Bridge Report.
2. First Reading of Ordinance - Ordinance Passing Procedures.
3. First Reading of Ordinance – Parks Commission Meeting Date.
4. Public Hearing and First Reading of Ordinance – Traffic Concurrency Transfer.
5. Public Hearing and Resolution – Development Agreement / Gig Harbor Estates.
6. Master Fee Resolution.
7. Public Works Trust Fund Agreement.
8. Resolution - Claims Agent.
9. Resolution - Public Noticing Resolution.
10. Resolution - Establishing Meeting Dates for Council Committees, Boards, and Commissions.
11. Proposed Annexation – Burnham/Sehmel.

STAFF REPORT:

Westside Park Master Plan.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

1. Commercial Dock Report.
2. Notes from Maritime Pier Committee Meeting with Downtown Merchants.
3. Notes from Maritime Pier Committee Meeting with the Fisherman's Club.
4. Minutes from the Operations & Public Projects Committee:
 - a) 3/15/07; b) 3/26/07; c) 4/20/07

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations and Public Projects Committee – Thursday, May 17th at 3:00 p.m. in the Engineering/Ops Conference Room.
2. City Council Meeting on Tuesday, May 29th due to Monday Holiday.
3. GH North Traffic Options Committee – Wednesday, May 30th at 9:00 a.m. in Community Rooms A & B.
4. Joint Worksession: City Council / Parks Commission – Monday, May 21st at 6:00 p.m. in Community Rooms A & B.
5. Community Coffee Event – Tuesday, June 12th at 6:30 p.m. at the Civic Center.

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF APRIL 23, 2007

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

CALL TO ORDER: 6:00 p.m.

PLEDGE OF ALLEGIANCE:

MOMENT OF SILENCE IN REMEMBRANCE OF CRYSTAL JUDSON-BRAME AND RECENT VICTIMS OF DOMESTIC VIOLENCE:

Mayor Hunter read a brief statement recognizing the anniversary of the tragic event that took the life of Crystal Judson-Brame and the recent loss of Turid Bentley and injury of victim Randall Nozawa. He said that this is the week of Domestic Violence Awareness and asked for a moment of silence.

SPECIAL PRESENTATION: Peter Pitman's Senior Project – Waterfall at the Welcome Center

Mayor Hunter introduced Peter Pitman, and thanked him for the beautiful water feature he built at the Welcome Center. He also recognized Richard O'Neill, Erin Rockery, for his assistance with this Senior Project.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of April 9, 2007.
2. Correspondence / Proclamations: Native Plant Appreciation Week.
3. Reappointment of Ken Malich to the Gig Harbor Parks Commission.
4. New Appointments to the Gig Harbor Arts Commission.
5. Water Comprehensive Plan – Contract Amendment No. 1.
6. Waste Water Comprehensive Plan – Contract Amendment No 3.
7. Boating Safety Agreement with Pierce County Sheriff's Department.
8. Estuary Park Name.
9. Agreement for Construction Services with Puget Sound Instrument (PSI).
10. Purchase Authorization for a High Efficiency Plant Blower Unit.
11. WSDOT Developer/Local Agency Agreement Authorization.
12. Liquor License Renewals: Anthony's at Gig Harbor; Olympic 76 Gas Station; Kelly's Café and Espresso; Tanglewood Grill; and Bistro Satsuma.
13. Approval of Payment of Bills for April 23, 2007:
Checks #53378 through #53535 in the amount of \$618,222.92.

Mayor Hunter asked to move item number eight to New Business.

MOTION: Move to approve the Consent Agenda as amended.
Franich / Ekberg - unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Budget Amendment for Drug Investigation Fund. David Rodenbach, Finance Director, presented this ordinance that would allow expenditure of the city's share of a drug investigation and enforcement action.

MOTION: Move to approve Ordinance No. 1076 as presented.
Young / Kadzik - unanimously approved.

2. Second Reading of Ordinance – To Allow Zoning Code Text Amendments by City Council. John Vodopich presented this ordinance that would allow direct consideration by the City Council of matters such as zoning code text amendments and area-wide rezones without being first referred to the Planning Commission. He added that staff will be developing a process that will outline how this procedure will be utilized and will include the manner in which the Planning Commission will be notified prior to matters coming before Council.

Councilmember Franich asked if the process will allow the Planning Commission to ask Council to be able to hear the issue first. He voiced concern with the broad language contained in the ordinance.

Mr. Vodopich responded that during the first reading of the ordinance, the Planning Commission could request an opportunity to consider the issue first. He further explained that the Planning Commission members discussed this during the worksession with Council, and were comfortable with the intent of this ordinance.

Councilmember Young stressed that the Planning Commission always has the opportunity to offer their recommendation and he would be surprised if any Council ignored a request by this commission to consider an issue beforehand.

Councilmember Conan added that the policy will reflect an opportunity for the Planning Commission to review items that are coming before Council and they will then be able to make a recommendation. He said that if this policy doesn't seem to be working as it should, then this ordinance and the process can be amended.

Councilmember Dick explained that during the Worksession, noticing concerns were sufficiently discussed to move forward with this ordinance which allows the Planning Commission to work on the most important issues. John Vodopich added that the intent is to notice the Planning Commission in advance.

MOTION: Move to approve Ordinance No. 1077 as presented.
Dick / Payne – six voted in favor. Councilmember Franich voted no.

3. Second Reading of Ordinance – Traffic Impact Fees Update. Steven Misiurak, City Engineer, presented this ordinance to increase the city's Traffic Impact Fees. He stressed that this ordinance is for the interim, and staff would be coming back with a revised schedule based on 20-year of growth projects.

MOTION: Move for the adoption of Ordinance No. 1078 as presented.
Young / Ekberg – unanimously approved.

4. Second Reading of Ordinance – Clarifying the Procedures to Determine Impact Fee Credits. Steven Misiurak presented this ordinance that would clarify the procedures for determining impact fee credits. He clarified that developments already in queue would not be subject to these credits.

MOTION: Move for the adoption of Ordinance No. 1079 as presented.
Franich / Ekberg – unanimously approved.

5. Second Reading of Ordinance – Contract with State Treasurer L.O.C.A.L. David Rodenbach presented this ordinance that authorizes the city to consummate the financing for reimbursement for the seven police vehicles.

MOTION: Move for the adoption of Ordinance No. 1080 as presented.
Payne / Kadzik – unanimously approved.

6. Second Reading of Ordinance – Amendments to the City’s Transportation Concurrency Management System. Steven Misiurak explained that this ordinance would provide a single, comprehensive traffic model that would resolve duplication of work by multiple traffic engineers. This will also allow the city to more accurately determine transportation concurrency.

Mr. Misiurak addressed questions regarding maintenance of the model by staff. He said training is scheduled for this summer, and when completed, he could better estimate when the traffic model would be fully handled in-house.

He then explained that input from the developer would be requested right from the beginning to help determine possible mitigation strategies. There would be a concurrency evaluation and level of service analysis of both intersections and roadway links, and any mitigation requirements would then be proposed to the applicant. The applicant would have an opportunity, if they disagree with the results, to submit an independent analysis. Staff would then work with the applicant to come to a solution.

Mr. Misiurak stressed that the model will be calibrated with city-wide traffic counts at least yearly to compare what the model is predicting and to check the model outputs. He added that the model is predicting in-city trips, and also the influence of trips coming from the County. Mr. Misiurak further explained that the intent of this ordinance is to streamline and expedite the traffic review process. Currently, it takes an inordinate amount of time to convert the information supplied by a developer into a usable format. The purpose of this procedure is to keep an updated, consistent, and comprehensive model to quantify the available capacity after each development comes on board.

Mr. Misiurak was asked by Councilmember Payne if other cities are using this method, and by Councilmember Young if there would be a way to make a challenge to the city's traffic analysis more amicable if the report is proved to be in error.

Victor Salemann, David Evans and Associates, responded to the first question by saying that Maple Valley is using a similar process. He then explained that King County performs both the concurrency testing and modeling. He stressed that the challenge with what happened at North Gig Harbor is that each of the independent studies submitted weren't flawed, but they didn't have the advantage of consideration of the other developments. The model will keep track of development impacts in sequential order.

Councilmember Franich asked if a Concurrency Certificate could be amended if errors were found in the analysis. Mr. Misiurak responded that once the certificate is issued, it is valid with the development. Mr. Vodopich responded that the information would be used to recalibrate the model.

MOTION: Move to adopt Ordinance No. 1081 relating to various amendments to the City's Transportation Concurrency Management System.
Ekberg / Young -

Mr. Misiurak was asked to respond to the issue of credits. He said that credits could apply towards required transportation improvements or future permit fees. It was suggested by Councilmember Ekberg that this discussion has merit and could be addressed further at a later date.

Councilmembers Payne and Conan shared their concerns that this ordinance needs further consideration before adoption. Councilmember Ekberg called for the question.

MOTION: Move to adopt Ordinance No. 1081 relating to various amendments to the City's Transportation Concurrency Management System.
Ekberg / Young - a roll call vote was taken.

Ekberg – yes; Young – no; Franich – yes; Conan – no; Dick – yes; Payne – no; Kadzik – yes. The motion to adopt Ordinance No. 1081 passed four to three.

Councilmember Young offered to work with staff towards some of the concerns and to come back with an amendment.

7. Second Reading of Ordinance – Gig Harbor Arts Commission Amending GHMC Section 2.49.010. John Vodopich presented this ordinance amending the membership section of the Gig Harbor Art Commission to remove the language requiring the majority of the commission to work or reside in city limits.

MOTION: Move to approve Ordinance No. 1082.
Payne / Kadzik – unanimously approved.

8. St. Anthony's Hospital Project Management Services – Contract Amendment. John Vodopich presented this amendment to the contract for project management for the building permit phase. He added that the city is reimbursed for these costs by the Franciscan Health System.

MOTION: Move to approve the amendment to the Consultant Services Contract with Stalzer and Associates in an amount not to exceed Seven Thousand Five Hundred Dollars.
Franich / Young – unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – RB-1 Text Amendment. Jennifer Kester, Senior Planner, presented the background on this ordinance that would allow multiple buildings up to 5,000 square feet on lots zoned RB-1.

Mayor Hunter opened the public hearing at 6:48 p.m. No one came forward to speak and so he closed the hearing.

Councilmember Franich said that it was inappropriate to move forward on this amendment until it was determined whether or not the parcels are correctly zoned, adding that he didn't understand the rush.

Councilmember Young responded that this text amendment was requested three years ago. He stressed that this is an ownership issue; it does not change the intensity of use, it only prevents condominiumization.

This will return for a second reading at the next meeting.

2. Public Hearing and First Reading of Three Ordinances – Adopting Text Amendments Recommended in Phase 1a of the Design Review Process Improvements Initiative (ZONE 07-0016, 07-0017 and 07-0018). Jennifer Kester presented three ordinances that will adopt recommendations from Phase 1a of the Design Review Process Improvement Initiative. She explained that these first three ordinances are intended to fix overlaps in the code, adding that over the next several months more text amendments will be coming forward for consideration.

Mayor Hunter opened the public hearing at 6:56 p.m. No one came forward to speak and so he closed the hearing.

Councilmember Franich asked for clarification on the landscaping section regarding topping trees. He voiced concern that the language was very strong. Ms. Kester explained that this language already exists. She explained that the landscape standards will most likely be considered under upcoming phases of Comprehensive Plan Amendments. This amendment is only a procedural change and merges two existing standards into one.

Councilmember Dick asked if these conditions apply to everyone, or only someone taking development action. Ms. Kester responded that she would have to research the applicability section to answer that.

Councilmember Conan said that it would seem odd to apply to a property owner not involved with development activity. The same could be said of any design code violation.

After further discussion it was determined that the best method to address these concerns would be to refer this issue back to the Design Review Board and Planning Commission to review for future amendments. This will return for a second reading at the next meeting.

3. Resolution – Setting a Public Hearing Date for Butler Drive Street Vacation Request. John Vodopich presented this request from Mr. and Mrs. Sterling Griffin to vacate a portion of Butler Drive adjacent to their property. He recommended Monday, May 28, 2007 for the public hearing date. He responded to Councilmember Payne's question by saying that the zoning violation on this property had been taken care of.

Councilmember Ekberg asked that information on the size of the lot be brought back at the next meeting.

Rob Karlinsey gave a short legislative update while the City Clerk researched a number for this resolution. He said that the city fared well with grant proposals in this session. He reported that the Hospital Benefit Zone Bill and the Heritage Barn Bill would go to the Governor for signature; the Bridge Lights and the "Good to Go" transponder program were included in the state budget.

MOTION: Move to adopt Resolution No. 708.
Young / Ekberg – a roll call vote was taken.

Ekberg – yes; Young – yes; Franich – no; Conan – yes; Dick – no; Payne – no; Kadzik – no. The motion to adopt a resolution setting a hearing date for street vacation failed.

4. Estuary Park Name. John Vodopich presented the background on the Estuary Park, adding that it is time to choose a name. He said that the Gig Harbor Historical Society submitted a list of names, one name was submitted by Lita Dawn Stanton, and several pieces of correspondence had been received with additional suggestions for names. He asked Council for direction.

James Coke – no address given. Mr. Coke, a 17 year resident of the Sea Cliff Community, referred to the letter he submitted on the historical element of the park property and the importance of the Native American influence in the Harbor. He explained that a group of people gather on that site to perform ceremonies to reestablish the ancient covenant that the Native American people had in the land. He

stressed that he hopes that recognition for the importance of names will result in an appropriate Native American choice.

Jan Vance – 3503 Harborview Drive. Ms. Vance spoke in favor of naming the park after C.E. Shaw. She read a letter of recommendation from Linda McCowan, who could not attend. The letter explained that for many years, the city has promised that a street would be named after Mr. Shaw, and his last surviving child, Jane Shaw Carlson, has worked for years to see this happen. Naming the park after Clarence Shaw would accomplish this goal more appropriately by recognizing his many contributions to Gig Harbor. The letter she read included the history of the Shaw family and a request to name the park after C. E. Shaw. Ms. Vance said that she and Ms. McCowan are members of the Board for the History Museum and serve on the program committee.

Joy Herman – 5408 24th Ave NW. Ms. Herman, granddaughter of C.E. Shaw, offered additional background on his Racing Roosters which promoted Gig Harbor nation wide. She said that she would really like to see the park named after her grandfather, as his sign shop was located there.

Councilmember Ekberg thanked the Historical Society for the ample supply of worthy names from which to choose. He mentioned the significance of this particular piece of property, saying that it would be a fine location in which to choose a Native American name.

MOTION: Move to name the park Twa-wal-kut Estuary Park.
Ekberg / Young –

Councilmember Conan said that the Shaw name should be included on the list of Historical names, but agreed with the importance of a chance to honor the original settlers of Gig Harbor at this site.

Councilmember Franich mentioned that quotes from the newspaper article indicate that the Indian influence at the site was seasonal. He said that Shaw Park and Estuary is the proper name for the park.

Councilmember Payne stressed that there hasn't been enough time to consider this appropriately and suggested postponing a decision until Council could further educate themselves.

Councilmember Young explained that the Native Americans would winter in one area and hunt / fish in another. This site was the summer site for a couple of tribes that have since consolidated into the Puyallup Tribe. He suggested the book from the Historical Society that has a great history of Gig Harbor and mentions all these names as a reference. He said that he would like to name it after some of the native tribes that summered here, saying that he prefers Twa-wal-kut because it is what they call Gig Harbor.

Councilmember Kadzik agreed that more time was needed, added that he is leaning towards a Native American name at this appropriate place.

MOTION: Move to table indefinitely.
Payne / Franich – five voted in favor. Two voted against.

Councilmember Payne stressed that the motion to table was not intended to get rid of the agenda item; only to not specify a date for it to come back before Council. He then acknowledged the Shaw Family and their presentation of information and said it would be Council's absolute intent to find a way to find a way to honor C.E. Shaw.

STAFF REPORT:

1. Update of Eddon Boat Park. John Vodopich said that they are expecting to break ground on the relocation of the sidewalk along Harborview in July. He said that staff is going to Olympia to meet with members of the Regulatory Assistance members to discuss the status of the clean-up efforts. He then said that the Gig Harbor Boatshop Lease would be coming to Council in May. Finally, the brick house renovations should be coming in late summer or early fall.
2. Legislative Update. Mr. Karlinsey presented this report earlier in the meeting.
3. Quarterly Report – David Rodenbach, Finance Director. David Rodenbach said that results of the first quarter of 2007 are similar to that of 2006 and offered to answer questions.
4. Gig Harbor Police Department March Statistics. Chief Davis offered to answer questions. He recognized Sergeant Matt Dougil for his role in the investigation that led to the enforcement action involving WestNet.

PUBLIC COMMENT: No one came forward to speak.

MAYOR'S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

Councilmember Payne asked that a date be set for a Council Community Coffee Event. Councilmember Conan explained that he was working with the City Clerk on dates in June to meet at the Civic Center.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, May 30th, at 9:00 a.m. in Community Rooms A & B.
2. Operations & Public Projects Committee Meeting – April 26th, at 3:00 p.m. in the Eng/Operations Conference Room.
3. Groundbreaking Ceremony for St. Anthony Hospital – April 26th.
4. Parks Appreciation Day Celebration – April 28th.

EXECUTIVE SESSION: For the purpose of discussing park property acquisition per RCW 42.30.110(1)(c).

MOTION: Move to adjourn into Executive Session at 7:39 p.m. for approximately 30 minutes to discuss property acquisition per RCW 42.30.110(1)(c) and potential litigation per RCW 42.30.110(1)(i).
Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 8:13 p.m.
Franich / Conan – six voted in favor. Councilmember Dick had not returned to the Council dais.

MOTION: Move to adopt Resolution No. 708, setting the date for a public hearing for the Butler Street Vacation for May 28th.
Franich / Ekberg –

Councilmember Dick returned to the dais. He asked for clarification on how a lawsuit could result from not setting a hearing date for a street vacation.

Ms. Morris responded that she was not allowed to discuss potential litigation in open session and offered to meet with Councilmember Dick at a different time, or adjourning back into Executive Session if he wished to discuss this further.

MOTION: Move to table this item.
Dick /

The motion failed for lack of a second. Councilmember Ekberg called for the question.

MOTION: Move to adopt Resolution No. 708, setting the date for a public hearing for the Butler Street Vacation for May 28th.
Franich / Ekberg – six voted in favor. Councilmember Dick voted no.

ADJOURN:

MOTION: Move to adjourn at 8:15 p.m.
Franich / Payne – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 26
Disk #2 Tracks 1- 11

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

**PROCLAMATION OF THE MAYOR
OF THE CITY OF GIG HARBOR**

WHEREAS, tourism is a booming industry around the world and Gig Harbor is experiencing a growth in tourists and visitors; and

WHEREAS, Gig Harbor is such a beautiful place, which naturally beckons visitors, providing an industry that substantially benefits the local economy; and

WHEREAS, Gig Harbor's natural beauty, cultural heritage, historic interest and variety of recreation opportunities are waiting to entertain local neighbors, visitors and corporate meetings; and

WHEREAS, the City of Gig Harbor through its marketing and tourism office is committed to economic development and tourism development for our community; and

WHEREAS, tourism is a very clean industry and generates positive economic impact without creating needs for schools or housing and if tourism is managed efficiently, it is a very positive industry for our community;

NOW, THEREFORE, I, Chuck Hunter, Mayor of the City of Gig Harbor, recognizing that tourism is a positive effort in our community, do hereby declare the month of May

TOURISM MONTH 2007

In the City of Gig Harbor and encourage all citizens to join me in celebrating the vitality of tourism in our community. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of May, 2007.

Chuck Hunter, Mayor, City of Gig Harbor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the family is the cornerstone of our communities, state and nation and children are the future of society; and

WHEREAS, the care, protection and nurturing of children has traditionally been the responsibility of biological parents with support from the community; and

WHEREAS, kin are stepping forward in ever-increasing numbers to assume full, daily parental responsibilities for children whose parents are unable or unwilling to appropriately parent their children; and

WHEREAS, these kin face day-to-day living challenges as well as emotional, financial and legal obstacles, often alone and without support; and

WHEREAS, their commitment to these children is to provide a healthy, safe and happy childhood; and

WHEREAS, the number of children being cared for by kin is increasing daily and the length of time they remain with kin has gone from months to years, and these children often view their caregiving kin as their 'Mom and Dad;' and

WHEREAS, the significance of the care and nurturing of these children by their kin deserves to be recognized;

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, do proclaim May 16, 2007, as

KINSHIP CAREGIVER DAY

And invite all citizens of Gig Harbor to join me in the special observance being celebrated across our Country.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of May, 2007.

Charles L. Hunter, Mayor

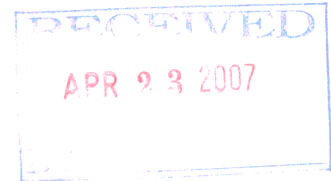
Date

CHILD & FAMILY GUIDANCE CENTER

We strengthen families...

April 19, 2007

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



Dear Mayor Hunter:

I am writing this letter on behalf of the relative headed households in your community, requesting Wednesday, May 16, 2007 be proclaimed as Relatives Raising Children Day in your city. Governor Gregoire has issued a state proclamation and I am enclosing a copy for your use. I would be happy to arrange for a representative to attend your council meeting when the proclamation is read. Please call me at 253-565-4484 ext 105 or e-mail me at edith@cfgcpc.org with the time, date, and location.

Pierce County is the only county in the state with a staffed, funded, county-wide program specifically focusing on supporting kinship families, educating these families and the community regarding the specific concerns and issues faced by relatives raising family children and advocating for kinship families on the local, state, and national level. The Relatives Raising Children program has been free standing for 10 years at the Child and Family Guidance Center. In 2006, Pierce County received state budget funds to support kin headed families (Kinship Caregiver Support Program) with children who do not have an open DSHS Child Welfare Services or Child Protective Services case with emergent need support: food, shelter, clothing, utilities, or help with school/activity registration fees. Pierce County received the second highest amount in the state. Thanks to our legislators, the Kinship Caregiver Support Program will be continued.

On May 23, 2007, the Fourth Annual *WHO CARES? RELATIVES DO!* Conference will be held at the Puyallup Seventh-Day Adventist Church in Puyallup from 9 am to 3 pm. Please consider this an invitation to attend.

Thank you for supporting the relative headed families in your community. Information about other programs that may be available to Pierce County relatives raising children is available by contacting me at the above phone number or e-mail address.

Sincerely,



Edith Owen, Coordinator
Pierce County Relatives Raising Children





Business of the City Council
City of Gig Harbor, WA

Subject: Briarwood Pedestrian Improvement Project CSP-0705 Phase II
-- Contract Authorization

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E. *SM*
City Engineer

Proposed Council Action: Authorize the award and execution of the contract for the Briarwood Pedestrian Improvement Project Phase II to Pape & Sons Construction, Inc. for their bid quotation in the amount of one hundred forty-nine thousand nine hundred eighty-six dollars and fifty cents. (\$149,986.50), including sales tax.

For Agenda of: May 14, 2007

Exhibits: Contract

Initial & Date

Concurred by Mayor: *CLH 5/7/07*

Approved by City Administrator: *POK 5/4/07*

Approved as to form by City Atty: *CAM 4/30/07*

Approved by Finance Director: *DR 4/30/07*

Approved by Department Head: *JPV 4/30*

Expenditure Required	\$149,986.50	Amount Budgeted	\$300,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

This project provides for the completion of curb, gutter, sidewalk, and electrical conduit along Briarwood Lane.

In accordance with RCW Chapter 39.04 advertisements were placed in three local papers for a period of two weeks. Two contractors responded with the following price quotation proposals:

Pape & Sons Construction, Inc.	\$149,986.50
KBH Construction	\$206,815.00

FISCAL CONSIDERATION

The 2007 Street Operating Fund has allocated \$300,000 for this project under Objective No. 16 (45th Avenue and Briarwood Pedestrian Improvements).

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the Briarwood Pedestrian Improvement Project Phase II to Pape & Sons, Construction, Inc., for their bid quotation in the amount of one hundred forty-nine thousand nine hundred eighty-six dollars and fifty cents (\$149,986.50), including retail sales tax.

**CITY OF GIG HARBOR
CONTRACT
For
BRIARWOOD LANE PEDESTRIAN STREET IMPROVEMENT
PROJECT PHASE II
CSP - 0705**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2007, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Pape and Sons Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of new sidewalk, curb and gutter, construction of planter strip, striping, permanent signing, traffic control, installation of electrical junction boxes and conduit with pull rope for future illumination, and other work, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Briarwood Lane Pedestrian Street Improvement Project Phase II, CSP-0705," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum One Hundred Forty Nine Thousand Nine Hundred Eighty-Six dollars and fifty cents (\$149,986.50), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within twenty (20)-working days.
3. The Contractor agrees to pay the City the sum of \$ 1,124.90 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2006

CONTRACT: Briarwood Lane Pedestrian Street Improvement Project Phase II (CSP-0705)

including, but not limited to the Washington State Department of Transportation's "2006 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Local General Special Provisions.

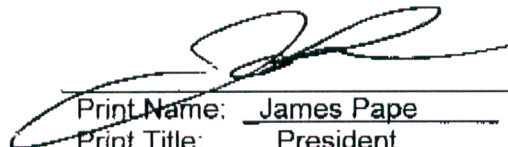
- 6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees,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

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

CITY of GIG HARBOR:

CONTRACTOR:

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



 Print Name: James Pape
 Print Title: President
 Date: 4/30/07

ATTEST:

James Pape
 Pape and Sons Construction, Inc.
 9401 54th Ave. NW, Ste. 1A
 Gig Harbor, WA 98332
 253-851-6040 253-851-3290 (fax)

 City Clerk

APPROVED FOR FORM:

 City Attorney



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

Subject: Materials Testing for Briarwood
Pedestrian Project CSP-0705
-- Contract Authorization

Proposed Council Action: Recommend
authorization of the Consultant Services
Contract to Krazan and Associates, Inc.

Dept. Origin: Community Development
Prepared by: Stephen Misiurak, P.E.
City Engineer
For Agenda of: May 14, 2007
Exhibits: Consultant Services Contract

	Initial & Date
Concurred by Mayor:	<i>CHH 5/7/07</i>
Approved by City Administrator:	<i>RJK 5/4/07</i>
Approved as to form by City Atty:	<i>CAM 4/30/07</i>
Approved by Finance Director:	<i>DR 4/30/07</i>
Approved by Department Head:	<i>JMV 4/30</i>

Expenditure Required	\$2,526.20	Amount Budgeted	\$300,000	Appropriation Required
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INFORMATION / BACKGROUND

This project provides for the materials testing of the sub grade, curb, gutter and sidewalk on Briarwood Pedestrian Improvement Project 2007.

FISCAL CONSIDERATION

2007 Street Operating Fund has allocated \$300,000 for this project under Objective No. 16.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the execution of the Consultant Services Contract for the Briarwood Pedestrian Improvement Project 2007 for materials testing to Krazan and Associates, Inc. in the not-to-exceed amount of two thousand five hundred twenty-six dollars and twenty cents (\$2,526.20).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Hwy 305 NE, Suite 3C, Poulsbo, WA 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of the Briarwood Lane Pedestrian Improvement Project Phase II and desires that the Consultant perform testing and inspection services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 27, 2007 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Cost**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two thousand five hundred twenty-six dollars and twenty cents (\$2,526.20) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by June 30, 2007; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work and Cost referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S

WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability

policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but

not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

CONSULTANT
Jeff Bowers, Branch Manager
Krazan and Associates, Inc.
20714 State Hwy. 305 NE, Ste. 3C
Poulsbo, Washington 98370
(360)598-2126

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

XVII. Assignment

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

XVIII. Modification

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

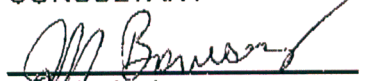
XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT

By:



Its Principal

CITY OF GIG HARBOR

By:

Mayor

Notices to be sent to:

CONSULTANT
Jeff Bowers, Branch Manager
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Ste. 3C
Poulsbo, Washington 98370
(360)598-2126

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

 **Krazan & ASSOCIATES, INC.**

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING AND INSPECTIONS

April 27, 2007

KA Proposal No. P07-083PR1

Page 1 of 5

Mr. Jeffrey Olson
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: CONSTRUCTION TESTING AND INSPECTION SERVICES
Briarwood Drive Pedestrian Street Improvements–Phase 2
Gig Harbor, WA

Dear Mr. Olson:

We greatly appreciate and thank you for the opportunity to submit this Proposal and Agreement for Testing and Inspection services for the above referenced project at current annual fee schedule rates or specific rates as stated below. Should you have any questions, please feel free to contact me directly. I look forward to working with you. Please see attached exhibit A for an estimated project budget. Thank you very much.

- Prices are subject to change if this Agreement is not executed within thirty (30) calendar days.
- Services will be performed on a “time and materials” basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs.
- Our prices do NOT include “Inspector of Record” responsibilities, project oversight, and or construction management.

Additional services requested in addition to the above will be billed at our current rates. Acceptance of Krazan’s proposal orally or in writing constitutes your agreement of Krazan commencing all work under our standard General Terms and Conditions, attached and incorporated in full by this reference. Please review, sign, and forward all related forms to our office within seven (7) business days. All work is subject to credit approval.

The following items are included as an Attachment:

- Exhibit A – Estimated Project Budget**
- Attachment A – Agreement for Professional Services and General Terms and Conditions**

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.

Jennifer Doyle
Business Development Coordinator
Peninsula Division

Jeffrey Bowers
Poulsbo Branch Manager
Peninsula Division

With Twelve Offices Serving the Western United States

Poulsbo Office: 20714 State Hwy. 305 NE, Suite 3C • Poulsbo, WA 98370 • (360) 598-2126 • Fax: (360) 598-2127

The fee charges for projects under this Agreement are:

Scope: Testing & Inspection Project Services	UNIT	RATES	Hr./Ea.	Estimated Cost
Soils Compaction Inspection	16	\$50.00	hr.	\$800.00
Nuclear Densometer Rental/Security Fee	2	\$10.00	ea.	\$20.00
Asphalt Inspection	0	\$50.00	hr.	\$0.00
Reinforced Concrete Inspection	10	\$50.00	hr.	\$500.00
Project Management	2	\$65.00	hr.	\$130.00
Report Preparation/Processing	1	\$45.00	hr.	\$45.00
Mileage	320	\$0.485	ea.	\$155.20
Sample Pick Up	2	\$45.00	hr.	\$90.00
Moisture Density Relationship {ASTM D1557}	2	\$190.00	ea.	\$380.00
Soil Sieve Analysis {ASTM C136}	2	\$95.00	ea.	\$190.00
Compressive Strength Samples	12	\$18.00	ea.	\$216.00
Asphalt Rice Analysis	0	\$110.00	ea.	\$0.00
Asphalt Extraction/Gradation {ASTM D2172}	0	\$225.00	ea.	\$0.00
TOTAL ESTIMATED PROJECT BUDGET:				\$2,526.20



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

Subject: On-Call Development Review
Professional Services
Consultant Services Contract—Roth Hill
Engineering Partners, LLC

Dept. Origin: Engineering Division
Prepared by: Stephen Misiurak, P.E., *[Signature]*
City Engineer

For Agenda of: May 14, 2007

Proposed Council Action: Recommend that Council authorize the award and execution of the Consultant Services Contract to Roth Hill Engineering Partners, LLC for the not-to-exceed amount of \$15,000 per On-Call review.

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: *CHH 5/9/07*
Approved by City Administrator: *[Signature]*
Approved as to form by City Atty: *Cam 4/30/07*
Approved by Finance Director: *DR 4/30/07*
Approved by Department Head: *[Signature] 4/30*

Expenditure Required	up to \$15K per review	Amount Budgeted	n/a - passed through to developers	Appropriation Required	0
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INFORMATION / BACKGROUND

Beginning in 2004, the City has had an open on-call development review assistance services with the following engineering consultants:

- David Evans and Associates, Inc.
- Hammond Collier Wade Livingstone
- HDR Engineering, Inc.

Earlier this year, the City added the engineering firm of Pertect to the list of available on call consultants.

This contract will add the engineering firm of Roth Hill Engineering to the above list of available on-call consultants. City staff contacted and interviewed the engineering firm of Roth Hill Engineering to discuss and verify their statement of engineering qualifications.

On-call development review assistance services are required to assist City staff in reviewing development projects or other work submitted to the City for review and approval on a variety of engineering projects and tasks. The City's consultant will provide professional engineering services on an "on-call" basis as requested by the City for various projects and tasks. This service will be utilized at the request of private developers and applicant's should they request to have their civil project plan review expedited. The City would manage the applicant's request, have the applicant deposit monies into an escrow account in the amount equal to the

plan review estimate prepared by the consultant, and reimburse the City's consultant for services rendered from the monies in the escrow account.

Upon Council approval, the City would execute a contract with Roth Hill. As requests for project reviews are received from the City, the City would disperse to each consultant on a rotational basis an estimate for consultant review. This contract language is unmodified from 2004 which was reviewed and approved by the City Attorney.

It should be noted the City has infrequently utilized the on-call review services, as most of the private development applicants are unwilling to utilize this outside service.

FISCAL CONSIDERATION

Private development monies will fund this Consultant Services Agreement.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: I recommend that the Council authorize the award and execution of the Consultant Services Contract to Roth Hill for the not-to-exceed amount of \$15,000 per review.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ROTH HILL ENGINEERING PARTNERS, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Roth Hill Engineering Partners, LLC, a Washington limited liability company, organized under the laws of the State of Washington, located and doing business at 2600 116th Avenue NE, Suite 100, Bellevue, Washington 98004 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the consistency review of the private development applications in the City and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services dated April 26, 2007, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifteen Thousand dollars and no cents (\$15,000.00) per review for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the

services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall utilize the following procedure when determining the costs associated with any particular development or project permit application. First, the Consultant shall review the application and provide the City with a written cost estimate for the review of the application. The City will then ask the applicant to place the amount of money equal to the Consultant's cost estimate in an escrow account set up by the City Finance Director or in a bank (which escrow account shall be established by a written agreement between the bank, City and applicant, using a form approved by the City Attorney). The Consultant shall issue monthly invoices to the City showing the amount of time spent on each application being reviewed by the Consultant, and the associated costs. The Consultant shall provide separate written notice to the City Engineer if the Consultant's original cost estimate will be exceeded, together with an explanation for the additional costs. All such written notices of any increases in the amount of the original cost estimate shall be provided to the City at least five working days before the Consultant sends its finished review of the application to the City. The Consultant's notice of an increase in the amount of the estimate shall be provided by the City to the applicant, together with a letter informing the applicant that continued processing of the application is contingent upon the deposit of this newly estimated amount into the escrow account within two working days after receipt of the notice. If the applicant does not immediately deposit the newly estimated amount into the escrow account, the City will notify the Consultant, and the Consultant will stop work on the application. If the newly estimated amount is deposited into the escrow account, the City will notify the Consultant to continue with its work on the application. When the Consultant has finished review of the application, the City Engineer shall perform the final review and will be responsible for issuance of the final decision. If the money in the escrow account is sufficient to cover the cost of the Consultant's review, the money will be released to the City. If, after the City's final decision is issued, the money in the escrow account is more than the cost of the Consultant's review, the applicant will receive a refund for the overage and the remainder will be released to the City. If, after the City's final decision is issued, the money in the escrow account is equal to the last written cost estimate provided by the Consultant to the City for review of the application, neither the City nor the applicant will be responsible to pay any additional sums to the Consultant.

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 work performed by the Consultant shall be reviewed by the City Engineer. The Consultant shall have no authority to issue any permits, approvals or to make any final decisions on any development or project permit applications, which authority shall be reserved to City employees.

IV. Duration of Work

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

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Community Development Director and the City shall determine the term or provision's true intent or meaning. The Community Development 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 which cannot be resolved by the Community Development Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

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

CONSULTANT:
Roth Hill Engineering Partners, LLC
ATTN: Lara Kammereck, P.E.
2600 116th Avenue NE, Suite 100
Bellevue, Washington 98004
(425) 869-9448

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Conflicts of Interest

The City acknowledges that the Consultant is engaged in a separate practice, performing the type of work that is the subject of this Agreement for other clients. However, a conflict of interest may arise if the Consultant is asked to perform under this Agreement by reviewing applications for existing or former clients. The Consultant shall notify the City Engineer if the Consultant receives an application to review for an existing and/or former client of the Consultant. The Consultant further acknowledges that RCW 58.17.160 provides that: "No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought, shall examine and approve such plats on behalf of any city, town or county." The Consultant agrees that if it is connected in any way with the subdividing and platting of any land, that it shall not accept review of any subdivision application and shall immediately notify the City of such conflict.

XX. Integration

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 _____, 2007.

CONSULTANT
By: [Signature]
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:

CONSULTANT:
Roth Hill Engineering Partners, LLC
ATTN: Lara Kammereck, P.E.
2600 116th Avenue NE, Suite 100
Bellevue, Washington 98004
(425) 869-9448

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



APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A Scope of Services

In support of the City's requirement to provide consistency reviews for agencies submitting comprehensive utility plans, or comprehensive plans with utility elements, the Consultant shall perform these reviews on behalf of the City and provide a written memorandum summarizing needed changes or other comments.

The Consultant shall provide an initial review and estimate of fees and shall then commence a detailed review of the submitted plan for consistency with the City's comprehensive plan elements.

The Consultant shall submit an estimate of fees and a review memorandum for each consistency review and shall create a separate job number or phase in the Consultant's billing system for each such review to allow the City to track the costs of each review.

The Consultant shall include an estimate of the time necessary to complete each consistency review along with each fee estimate, with a goal of completing the first iteration of each review within three weeks of receiving the plan for review, to the extent possible. It is understood by the City and Consultant that complex, problematic or very large plans may require more than three weeks to complete and also that additional rounds of review may require additional time and budget to complete. Such additional time and budget will be separately negotiated as each case arises.

**EXHIBIT B
SCHEDULE OF HOURLY RATES**

Roth Hill Engineering Partners, LLC. fee schedule by staff and reimbursable expense classification as of April 01, 2007. Rates are subject to modification.

Staff Time

<u>Classification</u>	<u>Hourly Billing Rate Range</u>
EIT / Sr. Designer	\$65.00 - \$90.00
Civil Specialist	\$88.00 - \$132.00
Engineer	\$113.00 - \$143.00
Project Manager	\$117.00 - \$149.00
Planner	\$80.00 - \$100.00
Technician	\$52.00 - \$77.00
CAD (includes mapping and GIS)	\$78.00 - \$95.00
Construction Representative	\$56.00 - \$117.00
Surveyor	\$45.00 - \$85.00
Project Surveyor (PLS)	\$95.00 - \$110.00
Administrative	\$29.00 - \$81.00
Administrative Lead	\$101.00 - \$129.00
Director / Principal	\$133.00 - \$172.00

Reimbursable Expenses

Travel

Vehicle Mileage IRS Standard Rate
(currently \$0.485)

Prints

Black & White Prints (up to 11x17)	\$1.25	per sheet
Color Prints (up to 11x17)	\$1.50	per sheet
Large Format Prints	\$7.50	per sheet
CD Production	\$2.00	per cd

Computer Station

\$10.00 per hour

Map/Drawing Scanning

\$5.00 per sheet

Field Equipment

Flo-Tote (flow monitoring)	\$30.00	per day
Turbidimeter (water quality monitoring)	\$5.00	per day
Survey - Automatic Level	\$5.00	per hour
Total Station	\$10.00	per hour
Robotic Total Station	\$15.00	per hour
GPS/RTK	\$20.00	per hour

No charges are billed for the following items:

1. Long distance phone calls
2. Fax services
3. Postage
4. Photocopy paper or stationary for in-house production
5. In-house Photocopy - no "per copy" charge, but related labor is billed



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

Subject: Resolution declaring the purchase of seven in car video systems to be limited to a sole source

Proposed Council Action: Approval of Resolution declaring the purchase of seven in car video systems to be limited to a sole source.

Dept. Origin: Police Department

Prepared by: Chief Mike Davis 

For Agenda of: May 14, 2007

Exhibits: (1) Resolution establishing L-3 Communications as the sole source for in car video systems purchased by the city (2) Sole source declaration by L-3 Communications (3) Quote from L-3 Communications for seven in car video systems

Initial & Date

Concurred by Mayor: CMH 5/1/07
Approved by City Administrator: RJK 4/26/07
Approved as to form by City Atty: CPM 4/24/07
Approved by Finance Director: CL 4/30/07
Approved by Department Head: _____

Expenditure Required	\$38,348.73	Amount Budgeted	\$38,348.73	Appropriation Required	0
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INFORMATION/BACKGROUND

Researchers have documented that in-car cameras provide a substantial value to agencies using them by enhancing officer safety, improving agency accountability and reducing agency liability. Our police department recognized the value in these systems in 2001 when we purchased four (4) non-digital Decatur brand systems. Last year, we purchased two (2) in-car digital systems from L-3 Communications for our two new patrol vehicles. These systems utilize the latest in digital audio and video technology by recording to a solid-state compact flash memory disk instead of a tape or spinning disk.

This year we transitioned to a take-home vehicle program which required the addition of seven (7) new patrol vehicles and the purchase of in-car video systems for these vehicles. We have over \$10,000.00 invested in the purchase of the two (2) digital systems from L-3 Communication, with plans to transition to these units exclusively in order to implement a wireless in-car video transfer system. L-3 Communications uses proprietary software to utilize the wireless technology which is not compatible with any other in-car video systems. I have provided for your review a Resolution declaring L-3 Communications as our sole source for current and future in-car digital video systems.

Money to purchase these in-car video systems is contained in the police capital vehicle fund. We were able to secure a grant from the Washington Traffic Safety Commission in the amount of \$5,550.00 to purchase these units. We were also authorized an additional \$10,000.00 to be applied to this purchase from savings realized when we renegotiated the PC-net contract with Pierce County Department of Emergency Management. This money will offset the total cost of the seven units by \$15,550.00 resulting in a net cost of \$22,798.73.

RECOMMENDATION/MOTION

Move to: Approve the Resolution establishing L-3 Communications as the sole source provider of in car video systems purchased for city patrol vehicles.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE PURCHASE OF IN CAR VIDEO SYSTEMS TO BE LIMITED TO A SOLE SOURCE, AND WAIVING COMPETITIVE NEGOTIATION REQUIREMENTS FOR SUCH PURCHASE.

WHEREAS, the City desires to purchase in car video systems to be installed in seven City of Gig Harbor police department patrol vehicles; and

WHEREAS, the City has purchased during the last year two (2) Flashback in car digital video systems which have been installed in two patrol vehicles; and

WHEREAS, City staff has confirmed that L3 Communications is the sole supplier of the in car video system known as the Flashback digital video system; and

WHEREAS, the City intends to implement a wireless video transfer system utilizing proprietary software manufactured by L3 Communications; and

WHEREAS, the City has confirmed with other in-car video manufacturers, including Decatur Electronics, Watchguard and ICOP Digital that their systems will not interface with L-3 Communication's system to allow wireless transfer of video data to a central repository. The software interface used by L-3 Communication is proprietary and will only work with their Flashback Digital in-car video system; and

WHEREAS, City staff has confirmed with L3 Communications that the estimated cost of seven (7) in car video systems will be \$38,348.73; and

WHEREAS, the City Council may waive the requirements of advertisement, proposal evaluation, and competitive negotiation of in car video systems pursuant to RCW 39.04.280 if the Council declares that the proposed purchase is clearly and legitimately limited to a single source or supply, and recites why this situation exists; NOW, THEREFORE,

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

Section 1. For the reasons stated above, the City Council declares that the purchase of seven (7) Flashback in car video systems is clearly and legitimately limited to a single source or supply. Therefore, the City Council waives all competitive negotiation requirements for this sole source purchase.

RESOLVED this ____ day of May, 2007.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 5/1/07

PASSED BY THE CITY COUNCIL:

RESOLUTION NO.



communications

Mobile-Vision, Inc.
90 Fanny Road
Boonton, NJ 07005
Tel: (800) 336-8475 (973) 263-1090 Fax: (973) 257-3024
www.mobile-vision.com

To Whom It May Concern:

Please note the following as our statement pertaining to our Flashback™ In Car Digital Video System.

Mobile-Vision's Flashback™ is a sole source product designed specifically, and only, by Mobile-Vision, Inc. Unlike any other in-car video system the Flashback™ Digital Video Recorder has no moving parts. Recording to solid-state compact flash memory instead of a spinning disk (hard drive or DVD) it is virtually maintenance free, and will tolerate temperature extremes and physical shock far beyond the limits of hard drive storage. Additionally, we are the sole source provider of the patent pending VoiceLink™ Plus 900 MHz Digital Spread Spectrum microphone system as well as the Nite-Watch™ high performance 144x camera with enhanced night time performance.

One example of the sole source nature of the transmitter is the fact that the Flashback™ with VoiceLink Plus has the ability to synchronize the transmitter with any vehicle at the base unit installed in the car. The System 7 is the only system that has such functionality and the transmitter developed by and sold exclusively by Mobile-Vision is the only transmitter that will perform this important function with the Mobile Vision System.

Mobile-Vision also offers a unique camera with its Flashback unit featuring a smaller size (30% smaller than our current 128X camera), more powerful zoom (144X vs. 128X) and better nighttime performance (reduced glare, better color reproduction, etc.). It has an additional enhancement called the "Night-Watch" feature which is unique to this camera in that it has built into the camera the ability to literally allows the camera to "see in the dark". It is the only camera on the market that will take a very low light, almost pitch black picture, and not only allow the user to see it as if it were daylight but record it on tape as well. It does this with a "light amplification" chip set that will allow for superb surveillance operations that is only available from Mobile-Vision.

This camera is also unique, in that the Flashback™ camera can be removed from its mount and, with a seventy-five foot extension easily added, can be removed from the car and utilized in a mobile, hand-held environment.



communications

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www.mobile-vision.com

Also, Mobile-Vision FlashBack uses a "proprietary" version of MPG4 (NOT MPG4-10). Part of what this means is that we've tailored a combination of MPG4's different features for our own use, including the types of compression employed. MPG4 allows you to utilize or "turn on" a couple of different compression ("data shrinking") techniques in addition to the main "JPEG-style" compression, and we've chosen a combination of the ones which offer the most compression with the least video artifacts or errors.

Another big and wide-range choice that MPG4 allows is data bit rate. While a broadcast-quality video compressed with MPG2 uses more than 4.5 MegaBits Per Second (4,500,000), MPG4 allows a bit rate selection from 20 KiloBits Per Second (20,000) to 6 MegaBits Per Second (6,000,000), giving us a lot more storage space flexibility. You could say that our version of MPG4 is loosely based upon the H.263 & H.264 video streaming techniques, but ours is quite a bit more robust. H.263/4 were standardized mainly for streaming a slower series of still frames for things like video conferencing on the internet. Finally, one other feature employed in our file format is frame-by-frame encryption utilizing an MD5 encryption algorithm (mathematical pattern), which offers a very high level of security.

Again, not only is this the only product on the market with these features but it is the only product on the market that will perform these functions with the Mobile-Vision Flashback™ digital system and can only be purchased from Mobile-Vision.

Please call me at 817-239-3092 if you have any questions or need additional information.

Sincerely,

Ray Keller
Regional Manager



communications
Mobile-Vision, Inc.

QUOTATION

90 Fanny Road
Boonton, NJ 07005
(800) 336-8475

QUOTATION NUMBER: 0047884
QUOTATION DATE: 2/21/2007

SALESPERSON: CD
CUSTOMER NO: WAGIGHA

QUOTED TO:
Gig Harbor Police Department
3510 Grandview Street
Gig Harbor, WA 98335

SHIP TO:
Gig Harbor Police Department
3510 Grandview Street
Gig Harbor, WA 98335

CONFIRM TO:
Chief Mike Davis

Bill-To Phone: (253) 853-2420
Bill-To Fax: (253) 851-2399

Page: 1

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS		
	UPS GROUND	BOONTON, NJ	Net 30 Days		
ITEM NUMBER	UNIT	QUANTITY	RETAIL PRICE	NET PRICE	AMOUNT
MVD-FBDVS	EACH	2.00	5,295.00	5,030.25	10,060.50
System, Flashback Flashback Digital Video System Assembly					

Customer to arrange for own installation.

Car Type:

Note: Pricing does not include physical installation of the DVR

Subtotal: 10,060.50

*** QUOTATION IS VALID FOR 60 DAYS ***

Shipping & Handling: 50.00
Sales Tax: 0.00
Order Total: 10,110.50

Delivery: 90 Days or Less ARO

TAX 849.28

\$ 10,959.78



QUOTATION

90 Fanny Road
Boonton, NJ 07005
(800) 336-8475

QUOTATION NUMBER: 0049546
QUOTATION DATE: 4/20/2007

SALESPERSON: CD
CUSTOMER NO: WAGIGHA

QUOTED TO:
Gig Harbor Police Department
3510 Grandview Street
Gig Harbor, WA 98335

SHIP TO:
Gig Harbor Police Department
3510 Grandview Street
Gig Harbor, WA 98335

CONFIRM TO:
Chief Mike Davis

Bill-To Phone: (253) 853-2420
Bill-To Fax: (253) 851-2399

Page: 1

CUSTOMER P.O.	SHIP VIA UPS GROUND	F.O.B. BOONTON, NJ	TERMS Net 30 Days	ITEM NUMBER	UNIT	QUANTITY	RETAIL PRICE	NET PRICE	AMOUNT
				MVD-FBDVS	EACH	5.00	5,295.00	5,030.25	25,151.25
System, Flashback Flashback Digital Video System Assembly									

Customer to arrange for own installation.

Car Type:

Note: Pricing does not include physical installation of the DVR

Subtotal: 25,151.25

Shipping & Handling: 125.00
Sales Tax: 0.00

Order Total: 25,276.25

***** QUOTATION IS VALID FOR 60 DAYS *****

Delivery: 90 Days or Less ARO

TX

2,112.70

27,388.95



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

Subject: Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreements

Dept. Origin: Community Development

Prepared by: Stephen Misiurak, P.E.
City Engineer

Proposed Council Action: Approval of the Sanitary Sewer and Stormwater Agreements as presented.

For Agenda of: May 14, 2007

Exhibits: Two Sanitary Sewer and two Storm Water Maintenance Agreements

Initial & Date

Concurred by Mayor: CLH 5/10
Approved by City Administrator: PK 5/10/07
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: gpr 5/9

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

As a condition of project approval of the Uddenberg Professional Center located at 3519 Grandview and 7201 Pioneer Way owned by Uddenberg Family LLC, Sanitary Sewer and Storm Water Facilities Maintenance Agreement(s) are required. This will ensure that the sanitary sewer system and storm water system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system and storm water system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of these systems. These agreements allow the City a nonexclusive right-of-entry onto those portions of the property in order to access the sanitary sewer system for inspection and monitoring of the system.

FISCAL CONSIDERATION

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

RECOMMENDATION / MOTION

Move to: Approval of the Sanitary Sewer and Stormwater Agreements as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):
Sanitary Sewer Facilities Easement and Maintenance Agreement

Grantor(s) (Last name first, then first name and initials)
Uddenberg Family LLC

Grantee(s) (Last name first, then first name and initials)
City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)
Section 08, Township 21, Range 02

Assessor's Property Tax Parcel or Account number: 4350000180

Reference number(s) of documents assigned or released: _____

SANITARY SEWER FACILITIES EASEMENT AND MAINTENANCE AGREEMENT

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this _____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Uddenberg Family LLC, a Washington Limited Liability Company, located and doing business at 7525 Pioneer Way, Suite 103, Gig Harbor, Wa 98335 (hereinafter the "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Uddenberg Professional Center located at 3519 Grandview St. Gig Harbor WA, (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of West Sound Engineering, dated April 18, 2007 (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in **Exhibit A**, for the purposes described in this Agreement; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Easement and Maintenance Agreement, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

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

TERMS

Section 1. Affected Property. The real property subject to this Agreement is legally described in **Exhibit A**.

Section 2. Definitions. As used in this instrument:

A. The word "plat" refers to the Harbor Heights Additon (435000), and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land that is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

Section 3. Maintenance Obligations. The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as **Exhibit B**. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Community Development Director's written approval.

Section 4. Notice to City. The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system located on the Property described in Exhibit A. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

Section 5. Easement for Access. The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or

conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

Section 6. Assignment to an Owners' Association. In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Owner may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

Section 7. Conveyances. In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

Section 8. Rights of the City of Gig Harbor.

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Community Development Director or his/her designee shall give notice to the Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability

to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

Section 9. Indemnification of City. The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

Section 10. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

Section 11. Terms Run with the Property. The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

Section 12. Notice. All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

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

To the Declarant:

Kenneth Uddenberg
7525 Pioneer Way, Suite 103
Gig Harbor, WA 98335

Section 13. Severability. Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

Section 14. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 15. Governing Law, Disputes. Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 16. Integration. This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this _____ day of _____, 200__.

THE CITY OF GIG HARBOR

OWNER

By: _____
Its Mayor

By: [Signature]
Its Managing Member
Print Name: Kenneth Uddenberg

APPROVED AS TO FORM:

ATTEST:

[Signature]
City Attorney

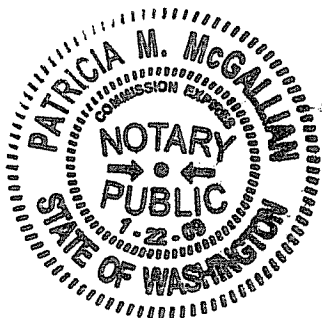
City Clerk

NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Kenneth Uddenberg 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 Managing Member of Uddenberg Family LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-8-2007



Patricia M McCallum
Notary Public in and for the
State of Washington,
Title: Community Development Asst.
My appointment expires: 1-22-2009

CITY OF GIG HARBOR NOTARY BLOCK

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

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

DATED: _____

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

A PORTION OF LOT 17, HARBOR HEIGHTS ADDITION, ACCORDING TO PLAT 435000 RECORDED IN BOOK 16 OF PLATS AT PAGE 52 OF PIERCE COUNTY AUDITOR, ON WHICH BUILDING B AS SHOWN ON THE SITE PLANS IS SITUATE.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINTON.

EXHIBIT B

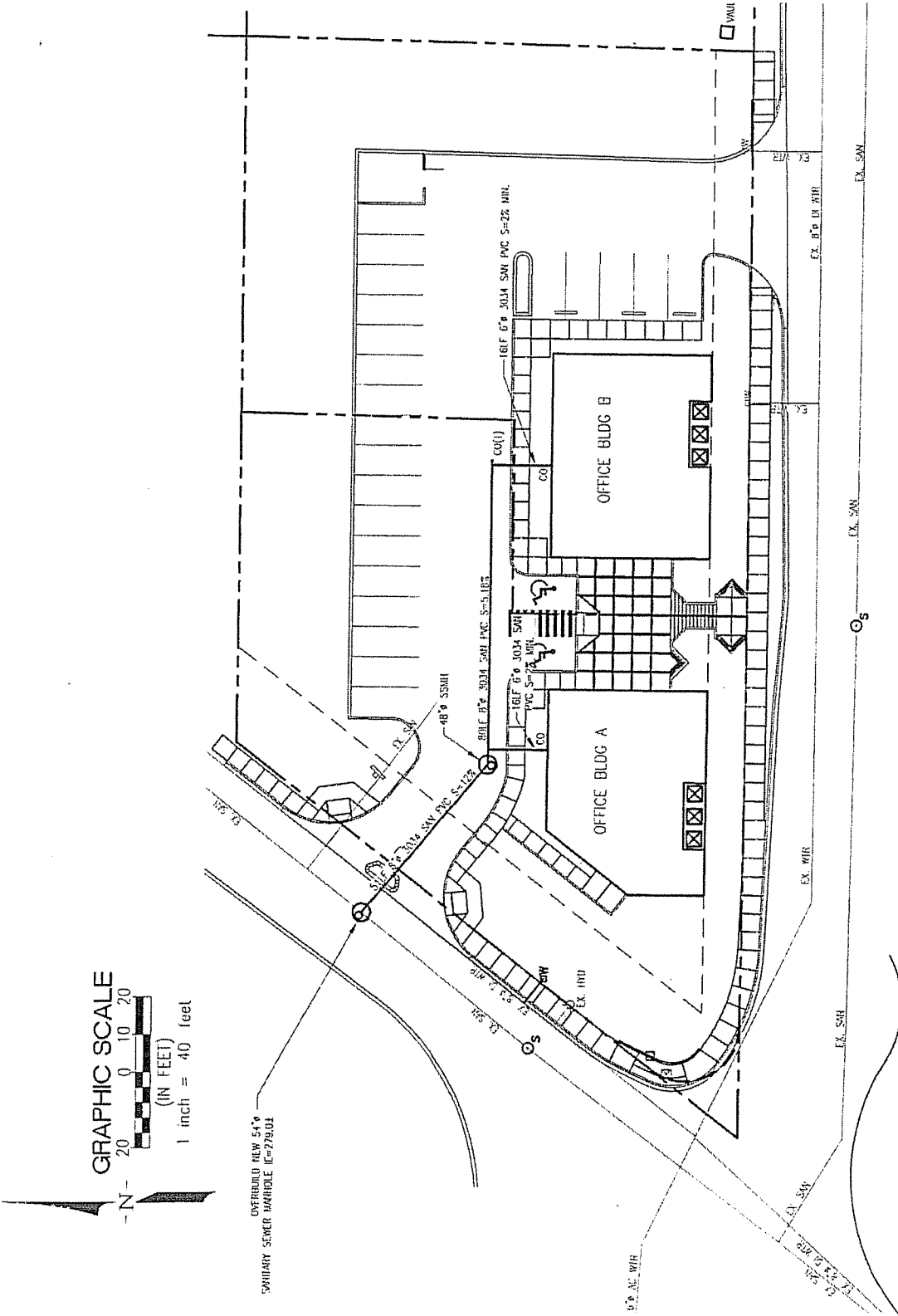


EXHIBIT C
EASEMENT LEGAL DESCRIPTION

A PORTION OF LOT 17, HARBOR HEIGHTS ADDITION, ACCORDING TO PLAT 435000 RECORDED IN BOOK 16 OF PLATS AT PAGE 52 OF PIERCE COUNTY AUDITOR, ON WHICH BUILDING B AS SHOWN ON THE SITE PLANS IS SITUATE.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINTON.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):
Sanitary Sewer Facilities Easement and Maintenance Agreement

Grantor(s) (Last name first, then first name and initials)
Uddenberg Family LLC

Grantee(s) (Last name first, then first name and initials)
City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)
Section 08, Township 21, Range 02

Assessor's Property Tax Parcel or Account number: 4350000190

Reference number(s) of documents assigned or released: _____

**SANITARY SEWER FACILITIES EASEMENT
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this _____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Uddenberg Family LLC, a Washington Limited Liability Company, located and doing business at 7525 Pioneer Way, Suite 103, Gig Harbor, Wa 98335 (hereinafter the "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Uddenberg Professional Center located at 7201 Poiner Way Gig Harbor WA, (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of West Sound Engineering, dated April 18, 2007 (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in **Exhibit A**, for the purposes described in this Agreement; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Easement and Maintenance Agreement, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

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

TERMS

Section 1. Affected Property. The real property subject to this Agreement is legally described in **Exhibit A**.

Section 2. Definitions. As used in this instrument:

A. The word "plat" refers to the Harbor Heights Additon (435000), and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

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C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

Section 3. Maintenance Obligations. The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as **Exhibit B**. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Community Development Director's written approval.

Section 4. Notice to City. The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system located on the Property described in Exhibit A. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

Section 5. Easement for Access. The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or

conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

Section 6. Assignment to an Owners' Association. In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Owner may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

Section 7. Conveyances. In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

Section 8. Rights of the City of Gig Harbor.

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Community Development Director or his/her designee shall give notice to the Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability

to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

Section 9. Indemnification of City. The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

Section 10. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

Section 11. Terms Run with the Property. The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

Section 12. Notice. All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

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

To the Declarant:

Kenneth Uddenberg
7525 Pioneer Way, Suite 103
Gig Harbor, WA 98335

Section 13. Severability. Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

Section 14. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 15. Governing Law, Disputes. Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 16. Integration. This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this _____ day of _____, 200__.

THE CITY OF GIG HARBOR

OWNER:

By: _____
Its Mayor

By: [Signature]
Its Managing Member
Print Name: Kenneth Uddenberg

APPROVED AS TO FORM:

ATTEST:

[Signature]
City Attorney

City Clerk

NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP

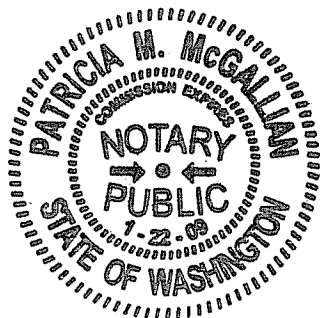
STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Kenneth Uddenberg 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 Managing Member of Uddenberg Family LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-8-2007

[Signature]

Notary Public in and for the
State of Washington,
Title: Community Development Asst
My appointment expires: 1-22-2009



CITY OF GIG HARBOR NOTARY BLOCK

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

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

DATED: _____

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

A PORTION OF LOT 18, HARBOR HEIGHTS ADDITION, ACCORDING TO PLAT 435000 RECORDED IN BOOK 16 OF PLATS AT PAGE 52 OF PIERCE COUNTY AUDITOR, ON WHICH BUILDING B AS SHOWN ON THE SITE PLANS IS SITUATE.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINTON.

EXHIBIT B

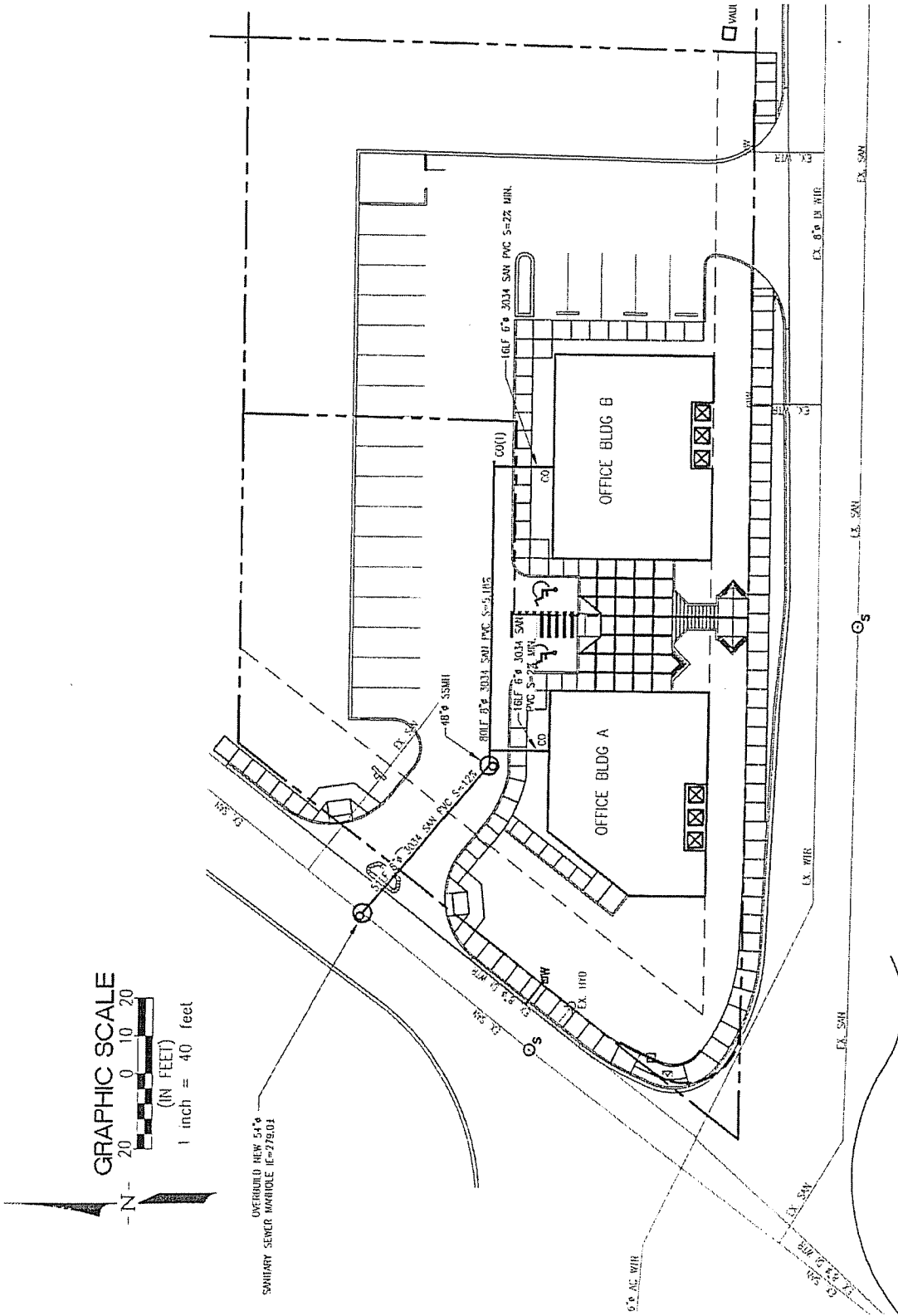


EXHIBIT C
EASEMENT LEGAL DESCRIPTION

A PORTION OF LOT 18, HARBOR HEIGHTS ADDITION, ACCORDING TO PLAT 435000 RECORDED IN BOOK 16 OF PLATS AT PAGE 52 OF PIERCE COUNTY AUDITOR, ON WHICH BUILDING B AS SHOWN ON THE SITE PLANS IS SITUATE.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINTON.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):
Storm Water Facilities Maintenance Agreement and Restrictive Covenant

Grantor(s) (Last name first, then first name and initials)
Uddenberg Family LLC

Grantee(s) (Last name first, then first name and initials)
City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)
Section 08, Township 21, Range 02

Assessor's Property Tax Parcel or Account Number: 4350000180

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

STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this ____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Uddenberg Family LLC, a Washington Limited Liability Company organized under the laws of the State of Washington, located and doing business at 7525 Poiner Way, Suite 103, Gig Harbor, Wa 98335 (hereinafter the "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Uddenberg Professional Center, located at 3519 Grandview St. Gig Harbor WA (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

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

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of West Sound Engineering, on April 18, 2007 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

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

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

T E R M S

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

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

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

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

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

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

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

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

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

To the City:

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

To the Owner:

Kenneth Uddenberg
7525 Pioneer Way, Suite 103
Gig Harbor, WA 98335

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this _____ day of _____, 200 ____.

THE CITY OF GIG HARBOR

OWNER

By: _____
Its Mayor

By:  _____

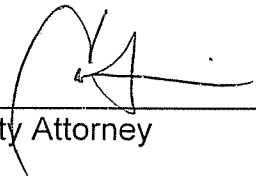
Its: Managing Member

Print Name: Kenneth Uddenberg

ATTEST:

City Clerk

APPROVED AS TO FORM:



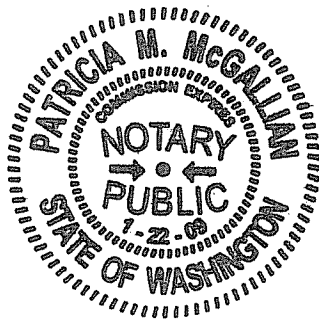
City Attorney

NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Kenneth Uddenberg 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 Managing Member of Uddenberg Family LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-8-2007



Patricia M. McCallum
Notary Public in and for the
State of Washington.
Title: Community Development Asst
My appointment expires: 1-22-2009

CITY OF GIG HARBOR NOTARY BLOCK

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

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he 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: _____

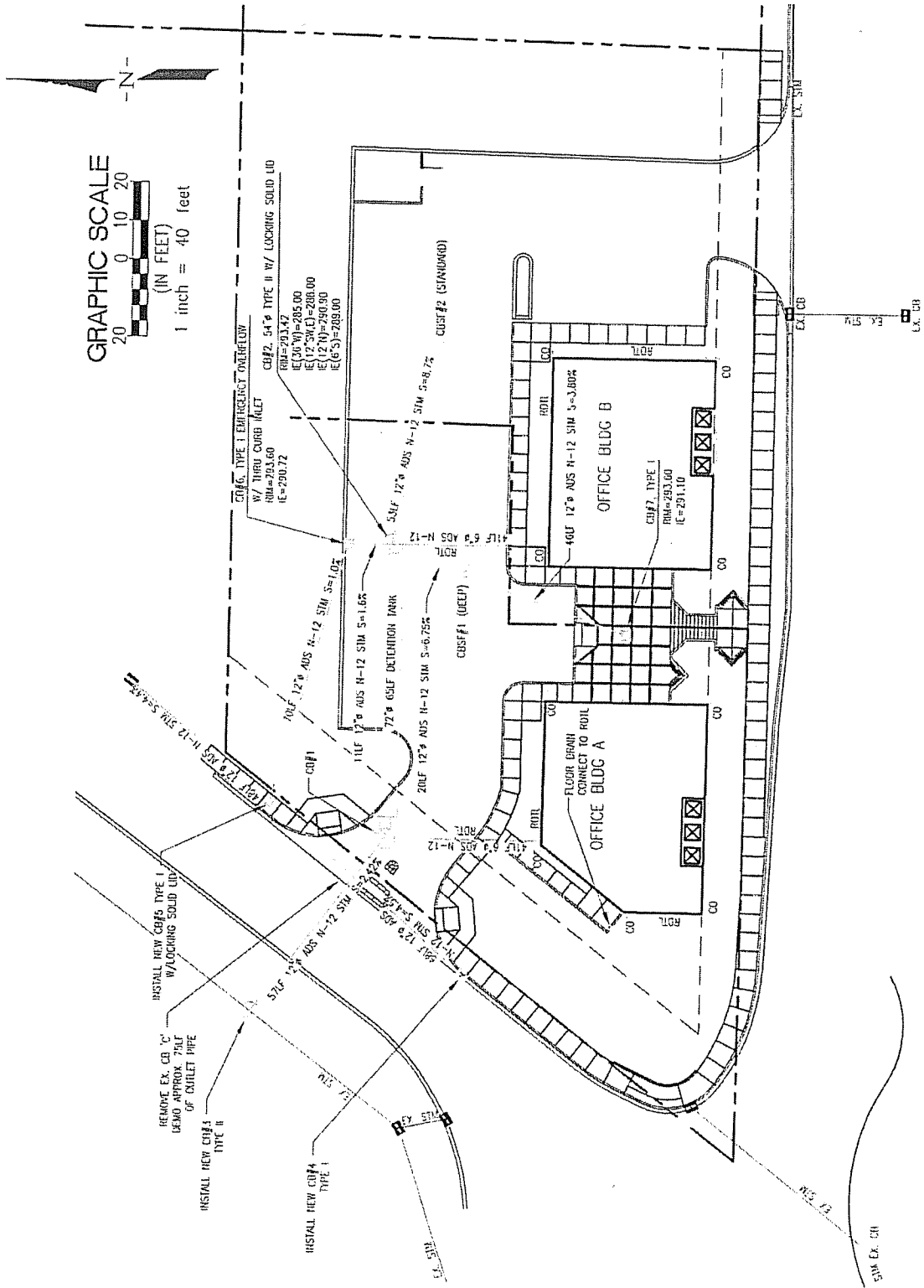
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Title: _____
My appointment expires: _____

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SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINTON.

EXHIBIT B DRAINAGE SYSTEM DRAWING



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Uddenberg Family LLC

Grantee(s) (Last name first, then first name and initials)
City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)
Section 08, Township 21, Range 02

Assessor's Property Tax Parcel or Account Number: 4350000190

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

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RECITALS

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IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this _____ day of _____, 200 ____.

THE CITY OF GIG HARBOR

OWNER

By: _____
Its Mayor

By:  _____

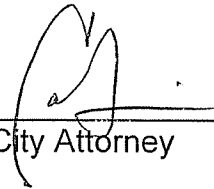
Its: Managing Member

Print Name: Kenneth Uddenberg

ATTEST:

City Clerk

APPROVED AS TO FORM:

 _____
City Attorney

NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP

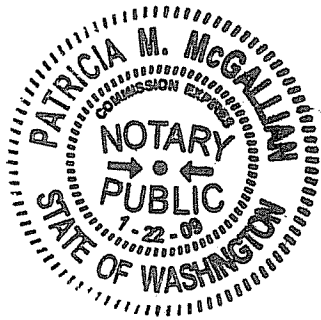
STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that Kenneth Uddenberg 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 Managing Member of Uddenberg Family LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-8-2007

Patricia M. McCallum

Notary Public in and for the
State of Washington,
Title: Community Development Asst.
My appointment expires: 1-22-2009



CITY OF GIG HARBOR NOTARY BLOCK

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

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DATED: _____

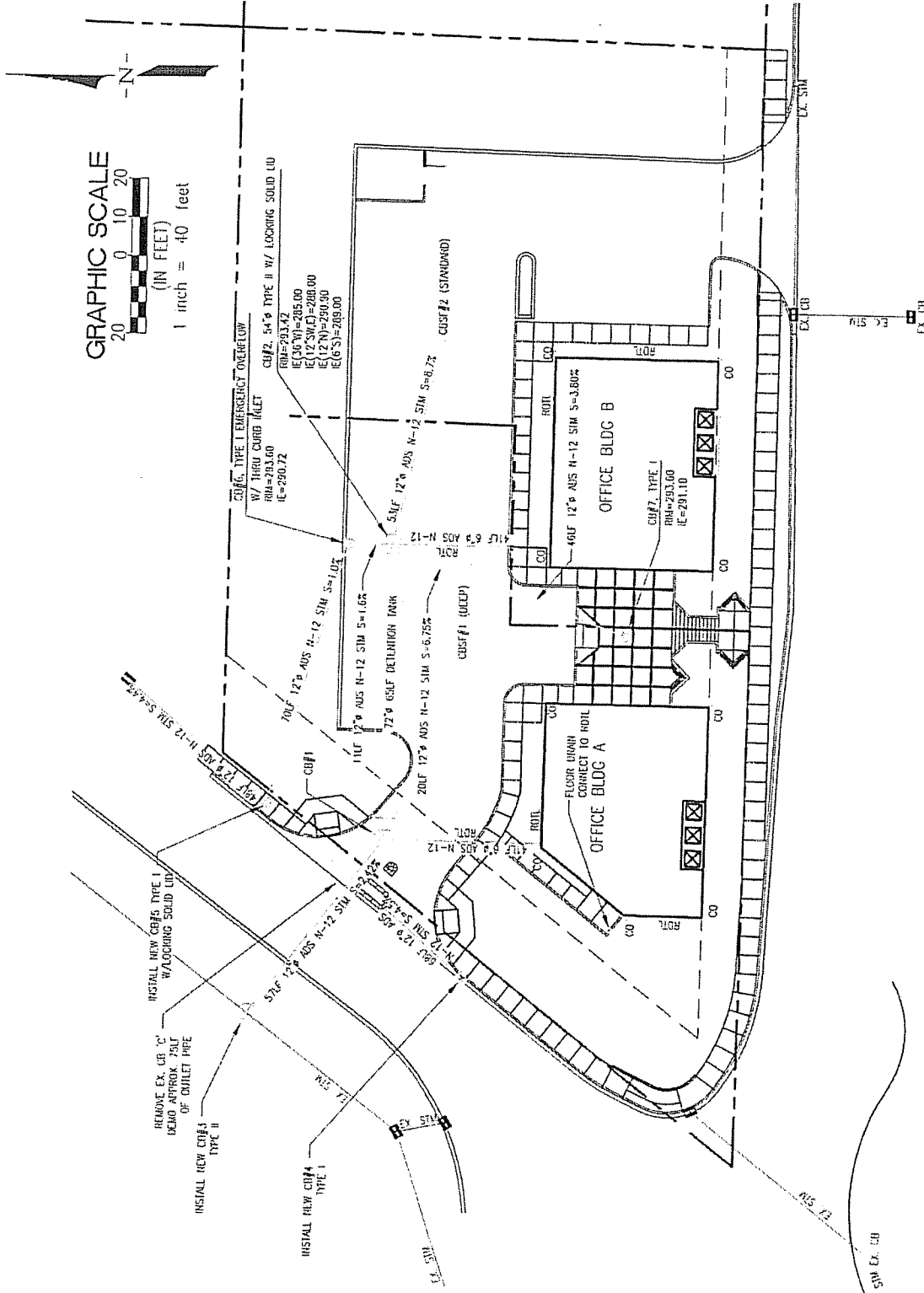
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EXHIBIT A
PROPERTY LEGAL DESCRIPTION

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SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINTON.

EXHIBIT B DRAINAGE SYSTEM DRAWING



MRS



NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK
 RE: NEW APPLICATION

DATE: 4/13/07



UBI: 602-622-580-001-0001

License: 400986 - 1U County: 27
 Tradename: HARBOR GREENS
 Loc Addr: 5225 OLYMPIC DR NW
 GIG HARBOR WA 98335-1763
 Mail Addr: PO BOX 292
 GIG HARBOR WA 98335-0292
 Phone No.: 253-576-1296 SCOTT TEODORO

APPLICANTS:
 HARBOR GREENS, LLC
 ROY, CHAD MICHAEL
 1976-05-25
 ROY, EMILY ANN
 (Spouse) 1978-10-05
 TEODORO, SCOTT RICHARD
 1978-07-20
 TEODORO, ERICA MICHELLE
 (Spouse) 1979-03-04

Privileges Applied For:
 GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 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 wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

MRS



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 4/17/07

TO: MOLLY TOWSLEE, CITY CLERK



RE: ASSUMPTION
From ISEMAN, INC.
Dba HY-IU-HEE-HEE

APPLICANTS:

GMAS 2 CORP.

SONG, GEORGE

1963-05-23

License: 367497 - 1U County: 27

UBI: 602-715-070-001-0001

Tradename: HY IU HEE HEE

Loc Addr: 4309 BURNHAM DR
GIG HARBOR

WA 98335

Mail Addr: 32707 145H PL SE
AUBURN

WA 98092

Phone No.: 253-332-8287 GEORGE SONG

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

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 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 wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 5/03/07

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20070831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 TARGET CORPORATION	TARGET STORE # T-1205 11400 51ST AVE NW GIG HARBOR WA 98332 0000	087016	GROCERY STORE - BEER/WINE
2 ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3 WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE

RECEIVED
MAY 7 - 2007
BY: _____



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 5/02/07

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION IN LIEU OF CURRENT PRIVILEGE

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

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

Privileges Upon Approval:
SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

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

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

SPIRITS, BEER, WINE Only

Notice to local authorities: The purpose of this attachment is to provide further information to you regarding the type of business being practiced at the proposed location. This is a pilot program still in the testing stage. If you have any questions or concerns, please contact Sharon A. Hendricks, Manager at (360) 664-1619 or e-mail sah@liq.wa.gov.

Liquor License No.: 074950-1U

Trade name: BRIX 25 RESTAURANT

a) Added activities such as (LM/D/K/OS/Cooking Classes, Concourse or Room Service etc.)? no

Where?

⚡ What is the primary focus of your business? restaurant

⚡ What will your business hours be? Friday and Saturday 4:30PM to 10:30PM, Sunday thru Thursday 4:30PM to 9:30PM

⚡ During what times/days do you plan on offering full meal service? Same as above

⚡ If you are going to have any entertainment, describe what types of entertainment you are planning to provide? n/a

⚡ On what days and times do you intend to provide this entertainment? n/a

⚡ Will the entertainment be live or recorded? n/a Will it be amplified? n/a

⚡ Will your business have a dance floor, stage or other type of entertainment area? n/a

S/B/W: Will persons under 21 years of age be allowed in your premises? Yes (Note if minor restriction is requested please inform applicant that: "The minor restriction includes employees as well as customers.")

(Note that if the applicant applied as a service bar and wants any added activities their fees will automatically be increased from \$1,000 to \$1,600.)

⚡ Do you intend to restrict minors from any portion of your premises? Yes If so, during what times and in what portions of the premises? Lounge area

⚡ Will a cover charge or an admission fee be charged for entry into your business? no



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance
RB-1 Text Amendment

Proposed Council Action: Approve
Ordinance at this second reading

Dept. Origin: Community Development

Prepared by: Tom Dolan
Planning Director

For Agenda of: May 14, 2007

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: [Signature] 5/8/07
Approved by City Administrator: [Signature] 5/4/07
Approved as to form by City Atty: [Signature] 5/1/07
Approved by Finance Director: [Signature] 5/4/07
Approved by Department Head: [Signature] 5/1

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0, 0).

INFORMATION / BACKGROUND

This ordinance will allow multiple buildings of up to 5,000 square feet on lots that are zoned RB-1. The current RB-1 regulations permit a maximum of 5,000 square feet of building area per lot regardless of the size of the lot.

In 2004, the City Council sponsored an amendment to remove the 5,000 square feet per lot limitation on non residential buildings in the RB-1 and replace it with a per structure limitation. This proposal came after the City Council commissioned Pertee Engineering, Inc. to conduct a comprehensive review of the issue of building size limitations in Gig Harbor. Pertee recommended a change in the text for the RB-1 district because as the text is currently written it encourages the re-platting of oversized lots to maximize the land value. Limiting the structure size versus the lot size would encourage more comprehensive site development plans. Due to the view basin building size text amendments, this proposed amendment was tabled later in 2004.

The City Planning Commission considered the proposed text amendment at two meetings and voted on December 7, 2006 to recommend to the City Council that the text amendment be denied until such time as the City examines the existing RB-1 properties for possible rezoning.

The City Council discussed the Planning Commission's recommendation regarding the proposed text amendment at two meetings and voted on February 12, 2007 to conduct a public hearing on the proposed text amendment

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on April 5, 2007, for the proposed amendment. The appeal period ended on April 25, 2007 and no appeal was filed.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission recommended denial of the text amendments until such time as the City examines the existing RB-1 properties for possible rezoning.

RECOMMENDATION / MOTION

Move to: Staff recommends approval of the Ordinance at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CHANGING THE REQUIREMENT THAT THE MAXIMUM BUILDING SIZE OF 5,000 SQUARE FEET IN THE RB-1 ZONE BE SATISFIED ON A PER STRUCTURE RATHER THAN PER LOT BASIS; AMENDING SECTION 17.28.050 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Section 17.28.050 of the Gig Harbor Municipal Code the maximum building size of structures on property in the Residential and Business district (RB-1) is 5,000 square feet per lot; and,

WHEREAS, the provisions of Section 17.28.050 do not consider the parcel lot size; and

WHEREAS, several of the lots currently zoned RB-1 are large enough in size to adequately support the construction of more than one 5,000 square foot structure; and

WHEREAS, the current maximum building size in the RB-1 zone have resulted in property owners subdividing their property to achieve a greater total building square footage; and

WHEREAS, after property has been subdivided it is more difficult to require projects to have a unified appearance; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on April 5, 2007 pursuant to WAC 197-11-340, which was not appealed; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on March 8, 2007 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission considered the proposed text amendments at two meetings and voted on December 7, 2006 to recommend to the City Council that the text amendment be denied until such time as the City examines the existing RB-1 properties for possible rezoning; and

WHEREAS, the City Council discussed the Planning Commission's recommendation regarding the proposed text amendment at two meetings and voted on February 12, 2007 to conduct a public hearing on the proposed text amendment; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on April 23, 2007; and

WHEREAS, the Gig Harbor City Council voted to approve this Ordinance during the second reading on May 14, 2007; Now, Therefore,

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

Section 1. Section 17.28.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.28.050 Minimum development standards.

In an RB-1 district, the minimum lot requirements are as follows:

	Residential	Nonresidential
A. Minimum lot area (sq. ft.)	7,200	15,000
B. Minimum lot width	70'	70'
C. Minimum front yard setback ¹	20'	20'
D. Minimum rear yard setback ¹	25'	15'
E. Minimum side yard setback ¹	7'	10'
F. Maximum impervious lot coverage	50%	60%
G. Minimum street frontage	20'	50'
H. Density	4 dwelling units/acre	
I. Maximum gross floor area	N/A	5,000 sq.ft. per lot <u>structure</u>
<u>J. Separation between structures</u>	<u>20'</u>	<u>20'</u>

JK. Any yard abutting a single-family residence shall be required to maintain a 30-foot wide dense vegetated screen.

¹If the RB-1 district is located in the historic district defined in Chapter 17.99 GHMC, the setbacks defined in GHMC 17.99.310 and 17.99.320 shall apply. Single-family dwellings in any RB-1 district outside the historic district are subject to the setback standards of GHMC 17.99.290.

Section 2. 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 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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



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

Subject: Second reading of three ordinances adopting text amendments recommended in Phase 1a of the Design Review Process Improvements Initiative (ZONE 07-0016, 07-0017 and 07-0018)

Proposed Council Action: Adopt ordinance at second reading

Dept. Origin: Community Development

Prepared by: Jennifer Kester *JK*
Senior Planner

For Agenda of: May 14, 2007

Exhibits: Three Ordinances and Minutes of Joint Planning Commission and DRB meetings, Staff Memos on three ordinances

Initial & Date

Concurred by Mayor: *CSA 5/7/07*
Approved by City Administrator: *PK 5/4/07*
Approved as to form by City Atty: *CAm 7/30/07*
Approved by Finance Director: *N/A*
Approved by Department Head: *JK 4/30*

Expenditure Required	Amount Budgeted	Appropriation Required
0	0	0

INFORMATION / BACKGROUND

Attached for the Council's consideration are three draft ordinances, which if approved together, will adopt the recommendations identified in Phase 1a of the Design Review Process Improvements Initiative. The three ordinances will:

- 1) Amend the noticing requirements for Design Review Board meetings to align with the board's schedule and the City's official newspaper publishing requirements.
- 2) Relocate single-family and duplex dwelling setback requirements from GHMC 17.99.290, a section in the Design Manual, to the development standards of the individual zoning districts.
- 3) Relocate nursery-stock landscape requirements and tree protection methods from GHMC 17.99, the Design Manual to the Chapter 17.78 Landscaping and screening; amend the standards for tree protection barricades; and, amend Section 17.78.090 to clarify where enhancement corridor requirements are applicable.

In 2006 the Council approved two contracts with The Latimore Company, LLC (TLC) for an evaluation of the business procedures within the Community Development Department. In summary, the evaluation identified that the City of Gig Harbor's design review process was a constraint to new development. In January of 2007, the Council amended the contracts with TLC to facilitate the development of a series of text amendments that will refine the design review process and to facilitate a review of the Comprehensive Plan to ensure that the goals

and policies in the Design Element of the Comprehensive Plan are consistent with the values and desires of the City.

Design Review Process Improvements Initiative consists of two phases. Phase 1 focuses on process improvements for the existing Design Manual. Phase 2 focuses on Comprehensive Plan amendments needed to ensure that the goals of the citizens and City of Gig Harbor are reflected in the Design Element, Design Manual and design review process. On February 15, 2007, the Planning Commission kicked-off Phase 1 of the process. Developers, commission and board members, citizens and staff identified needed process improvements. The amendments included in Phase 1a are considered simple improvements that would remove existing code overlaps and hindrances, but have a great affect on the process for the applicant.

The Planning Commission held a public hearing on the proposed ordinances on March 15, 2007. There was no testimony at the public hearing. The Planning Commission voted to recommend approval of the draft ordinances. A copy of the minutes for the four (4) Planning Commission meetings related to Phase 1a are attached.

On April 23, 2007, during the first reading of the ordinances, two Councilmembers had questions regarding the City's tree topping regulations as they relate to single-family dwellings. I have included a discussion of current tree topping regulations under the Policy Consideration section. In addition, I have attached the Staff Memos to the Planning Commission, which detail the proposed procedural changes.

POLICY CONSIDERATIONS

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

Staff/Planning Commission Analysis:

The proposed text amendments for Phase 1a of the Design Review Process Improvement Initiative consist of three ordinances:

- 1. Design Review Board meeting noticing:** The following process problems and improvements related to DRB noticing requirements have been identified:

Identified Problem:

The current noticing process for Design Review Board meetings requires that the agenda for a DRB public meeting close approximately 4 weeks prior to the meeting date due to the weekly publishing of the Gateway. The 4 week noticing process limits staff's flexibility in scheduling projects and often discourages applicants from going to the DRB, as they must wait 4 weeks while noticing occurs. If it weren't for the current noticing timeline, the agenda for a DRB meeting could close only two weeks prior and still provide adequate noticing.

Proposed Process Improvement:

Noticing of a DRB meeting would still consist of posting of the site, publishing in the Gateway and mailing to property owners within 300 feet; however, mailing to property owners would occur two weeks prior to the meeting, and posting/publishing would occur one week prior to the meeting. Changing the noticing timeline would allow faster processing of DRB applications, provide staff more flexibility in scheduling and would appeal to applicants considering DRB review.

- 2. Single-family and duplex dwelling setback requirements:** The following process problems and improvements related to the location of single-family and duplex dwelling setback requirements have been identified:

Identified Problem:

Setbacks for single-family development (which includes duplexes) are found in the Design Manual. Setbacks for multi-family and nonresidential are found in the zoning district chapters. Some zones that allow single-family and duplex development do not reference the Design Manual setbacks; however, the Design Manual standards apply to all single-family or duplex development. In addition, the DRB is not allowed to modify setbacks – they must be modified by the variance process; so there is no purpose for the location of single-family setbacks standards in the Design Manual. These conditions confuse developers as they do not know the correct setbacks or what process can be used to amend them. Since setbacks are typically located in the development standards of a zoning district chapter, developers are not aware to check the Design Manual.

Proposed Process Improvement:

The setbacks stated in GHMC 17.99.290, which are for single-family and duplex development, will be transferred to each zoning district chapter which allows single-family or duplex development. Historic district setbacks will be retained in the Design Manual as they are more closely tied to design standards.

- 3. Landscaping requirements:** The following process problems and improvements related to landscaping requirements have been identified:

Identified Problem:

Nursery-stock landscape requirements and tree protection methods are located in both the Design Manual and Chapter 17.78 Landscaping and Screening. Many of the nursery-stock landscape requirements and tree protection methods in the Design Manual are similar to the requirements of Chapter 17.78; however, the process for review of these standards varies substantially. Modification of Design Manual requirements requires DRB review; whereas, modification of Chapter 17.78 requirements requires either alternative landscape plan review (17.78.100) or a general variance. When an applicant wants to modify a requirement found in both codes, such as perimeter parking lot landscaping, the applicant must first go to the DRB and then must request an alternative landscape plan or variance. The dual processing makes the development review process cumbersome. In addition, it is not clear in the code that landscape standards exist in both chapters and, therefore, staff is often requesting revisions once an application is submitted.

Additionally, Section 17.78.090(A) does not clearly identify that screening requirements contained in this section apply to enhancement corridors only; there are some areas of the

city where the Tacoma Power Cushman transmission line property is not adjacent to an enhancement corridor. This provides much confusion to applicants in that situation.

Finally, the tree protection barricade specifications (17.99.240(F)(1)), for fencing during construction, require 4x4 wood posts. Staff has seen where steel fence poles work just as well; is more cost effective; and, actually does a better job of protecting root systems (less ground disturbance for fence installation).

Proposed Process Improvement:

All nursery-stock landscape requirements and tree protection methods will be moved to Chapter 17.78. Section 17.78.090(A) will be amended to clearly identify applicability. The tree protection barricade specification will be amended to allow steel posts or 4x4 wood posts.

Tree Topping Regulations: The Design Manual contains two requirements for tree topping. The proposed landscaping ordinance will combine the two requirements:

GHMC 17.99.240(H) states: **Avoid tree topping.** Topping or trimming trees in a manner that alters the natural symmetry of a tree is not allowed unless necessary for safety reasons as certified by an ISA-certified arborist.

GHMC 17.99.250(G) states: **Retain the natural symmetry of trees.** Trimming of trees shall be done in a manner that preserves the tree's natural symmetry. Topping is prohibited unless recommended by a certified arborist for health/safety reasons. Limbing-up may be appropriate if sufficient crown is retained to preserve the tree's fullness and health.

The Planning Commission/DRB and staff felt that these standards stated the same requirement and, therefore, suggested their combination into the proposed GHMC 17.99.240(H). Under current and proposed language, GHMC 17.99.240(H) is applicable to all development, including single-family residences. However, no permit is required for tree topping on a lot with a single-family dwelling. As such, the Planning Division, most often addresses this regulation when a Code Enforcement Action Request is submitted.

The Planning Commission/DRB did not recommend significant substantive changes to the landscape requirements as their focus during this phase of the Design Review Process Improvements Initiative is to make procedural changes that benefit the permit process. The Planning Commission/DRB fully intends to review native tree retention regulations during Phase 2 of the project, which will begin with a review of applicable Comprehensive Plan policies.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on April 4, 2007, for two of the non-project GMA action, landscaping and setbacks amendments, as per WAC 197-11-340(2). The appeal period ended on April 25, 2007 and no appeals were filed. The City's SEPA Responsible Official issued a determination that the DRB noticing amendment is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission is recommending adoption of the three ordinances. The Design Review Board members are invited to attend and participate in the Planning Commission meetings on the Design Review Process Improvements Initiative. Those DRB members that attended the public hearing on these three ordinances were in support of their adoption, with the exception of Jim Pasin who recommended denial. Mr. Pasin serves on both the Planning Commission and DRB.

RECOMMENDATION / MOTION

Staff recommends adoption of the ordinance at second reading.

Move to:

DRAFT ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE REQUIREMENTS FOR THE PROVISION OF PUBLIC NOTICE FOR DESIGN REVIEW BOARD MEETINGS TO ADDRESS SCHEDULING AND OTHER PRACTICAL ISSUES; AMENDING SECTION 17.98.050 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, public meetings held by the design review board are required to be noticed in the same manner as public hearings for land use applications; and,

WHEREAS, in order to meet the noticing requirements of a public hearing, the agenda for design review board meetings must be finalized approximately 4 weeks prior to the meeting date; and

WHEREAS, finalizing the agenda four weeks prior to a meeting discourages applicants from using the design review board review process, as once a project is ready for DRB review it must wait four weeks before the meeting; and

WHEREAS, the four week noticing timeline does not align with the twice a month DRB meeting schedule; therefore, projects which require multiple meetings at the DRB, or have to reschedule a DRB meeting, may have to skip a normally scheduled meeting to allow for noticing requirements; and

WHEREAS, a two week noticing timeline will still allow for notice of property owners within 300 feet, posting the property and advertising in the city's official newspaper and would align with the design review board's twice-monthly schedule and reduce wait times for applicants; and

WHEREAS, reducing the four week advance noticing timeline does not affect the public's ability to be able to prepare for and attend the Design Review Board meetings, and even if any member of the public misses a notice for the Design Review Board, notice will be provided for the Hearing Examiner's open record public hearing at least four weeks in advance; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this Ordinance is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on March 16, 2007 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 15, 2007 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on April 23, 2007; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. Subsection 17.98.050(C)(5) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.050 Design review and project approval.

* * *

C. Design Review Board Recommendation. A design review application requesting review by the design review board shall be processed as follows:

1. The board shall review an application or that portion of an application which does not strictly conform to the specific requirements of Chapter 17.99 GHMC, Design Manual, under the following criteria:

a. Whether the alternative design presented by the application represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and

b. Whether the alternative design meets the intent of the general requirements of Chapter 17.99 GHMC, Design Manual. The design review board shall not review or make a recommendation on any application or portion of an application that does not satisfy all other applicable codes.

2. The board's processing of an application or portion of an application under this subsection is exempt from project permit processing in GHMC Title 19. If an applicant chooses to submit an application for review by the board, it shall submit a written waiver acknowledging that the application or portion thereof will not be processed under GHMC Title 19, except to the extent described in this subsection B.

3. If an applicant chooses to submit fewer than all categories from GHMC 17.98.040, the board shall only provide preliminary recommendations on each category. Once the city has received a complete application for all categories listed in GHMC 17.98.040, the board shall issue a final recommendation on those portions of the application submitted for design review board review. This

recommendation may be different from the preliminary recommendation provided on each of the categories listed in GHMC 17.98.040 with regard to each category.

4. A notice of complete application shall be issued on the application once the city has received a complete application (as described in GHMC 17.98.040). A notice of application shall be issued for any complete application processed under this subsection, as set forth in GHMC Title 19 for a Type III project permit application.

5. An application for the board's review of a category listed in GHMC 17.98.040 or a complete application shall proceed as follows:

a. Not less than 14 days prior to the meeting date, ~~the~~ planning staff shall send notice of a public meeting to property owners within 300 feet of the subject property and to others who have submitted comments and/or requested notice.

b. ~~The public meeting shall be scheduled to be held in the same manner as a public hearing, as set forth in GHMC 19.03.003.~~ Notice of the public meeting shall be posted on the subject property not less than 7 days prior to the meeting date. The posted notices shall be posted in the manner required by GHMC 19.03.001(A)(1).

c. Notice of the public meeting shall be published in the city's official newspaper not less than 7 days prior to the meeting date.

d. The notice of the public meeting shall contain all items listed in GHMC 19.03.003(A).

e. ~~e.~~ The board shall hold a public meeting on the application or the portion of the application.

f. ~~f.~~ After the public meeting, the city staff shall draft the board's preliminary recommendation or recommendation on the application or portion thereof.

g. ~~g.~~ Once the board makes a recommendation on a complete application has received a recommendation from the board, an open public hearing before the hearing examiner shall be scheduled for the application or both the application and the underlying permit application.

h. ~~h.~~ Notice of the public hearing before the hearing examiner shall be sent as provided in GHMC 19.03.003.

Section 2. 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 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

DRAFT ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, RELOCATING SETBACKS FOR SINGLE-FAMILY DWELLINGS AND DUPLEXES FROM CHAPTER 17.99, THE DESIGN MANUAL, TO THE DEVELOPMENT STANDARDS OF INDIVIDUAL ZONING DISTRICTS IN TITLE 17; AMENDING SECTIONS 17.99.290, 17.16.060, 17.17.040, 17.20.040, 17.21.040, 17.24.050, 17.28.050, 17.30.050, 17.36.060, AND 17.40.080 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the required setbacks for single-family residential development are found in Chapter 17.99, the Design Manual, which provides for a design review board process; and,

WHEREAS, the Design Review Board has no authority to consider or recommend approval of any deviation from minimum setbacks standards, pursuant to GHMC 17.99.030(B); and

WHEREAS, approval to deviate from minimum setback standards must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review board process; and

WHEREAS, the City applies single-family setback standards to duplex dwellings pursuant to GHMC 17.20.070, 17.24.040, 17.46.090, 17.48.090(F), and 17.50.090(E); and

WHEREAS, the performance standards of the individual zoning district do not always reference that the setbacks for single-family and duplex dwelling are found in Chapter 17.99, the Design Manual; and

WHEREAS, the standards contained in Chapter 17.99, the Design Manual prevail in those cases where the standards of other chapters of GHMC Title 17 contradict or are different than the standards in Chapter 17.99 GHMC, pursuant to GHMC 17.98.020; and

WHEREAS, the City desires to relocate the single-family and duplex setbacks from Chapter 17.99, the Design Manual, to the development standards of individual zoning districts for ease of reference and application by staff and applicants; and

WHEREAS, the City's SEPA Responsible Official issued a DNS for the proposed amendments on April 4, 2007 pursuant to WAC 197-11-340, which was not appealed; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on March 16, 2007 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 15, 2007 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on April 23, 2007; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. Section 17.99.290 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.290 Residential setbacks.

The following standards apply to all single-family residential development outside the historic district and all multifamily development city-wide. In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

A. Conform to single-family setback requirements.*

Single-family development shall comply with the setbacks defined for each zone in GHMC Title 17. The following minimum Single-family setbacks are intended to give greater emphasis to front entrances and porches while keeping the garage a subordinate element in the house design;. Garages may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

~~FRONT SETBACK..... House — 20 feet
Porch — 12 feet
Garage — 26 feet
SIDE SETBACK..... 8 feet**
REAR SETBACK..... 30 feet**~~

~~* In the PCD-RMD district, the following setbacks apply to single-family development:~~

~~* FRONT SETBACK..... House — 15 feet
Porch — 12 feet~~

2. Single-family and duplex dwelling setback requirements

	Garage—15 feet
* SIDE SETBACK	5 feet
* REAR SETBACK	15 feet, except that garages may be within three feet of an alley easement.

~~** Garages may be located in the defined side and rear yards provided they conform to the criteria in GHMC 17.99.490(A)(1).~~

Section 2. Section 17.16.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.16.060 Development standards.

In an R-1 district, the minimum lot requirements are as follows:

- A. Minimum lot area per building site for short plats¹ 7,200 sq. ft.
- B. Minimum lot width¹ 70'
- C. Minimum front yard setback²
 - House: 20'
 - Porch: 12'
 - Garage: 26'
- D. Minimum rear yard setback^{2, 3} 30'
- E. Minimum side yard setback^{2, 3} 8'

¹A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

²~~As defined in GHMC 17.99.290 and 17.99.320. Development in the historic district shall comply with the setbacks defined in GHMC 17.99.310 and 17.99.320.~~

³~~Garages may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).~~

Section 3. Subsection 17.17.040(B)(4) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.17.040 Performance standards.

* * *

B. General.

- 1. Maximum density is four dwelling units per structure in attached single-family dwellings.
- 2. Each unit must have individual private yards or courts enclosed by a wall, berm or dense landscaping.
- 3. Private easements shall be required for all zero lot line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.
- 4. Minimum yards (from the property lines): ~~as defined in GHMC 17.99.290.~~

- a. Front yard setback House: 20'
Porch: 12'
Garage: 26'
- b. Rear yard setback 30'
- c. Side yard setback 8'

d. Garages may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

5. Minimum Lot Area. The minimum lot size is 10,000 square feet for divisions of land of four or less lots. A minimum parcel size is not specified for divisions of land of five or more lots.

6. Minimum Lot Width. Minimum lot width is 0.7 percent of the lot area, in lineal feet.

7. Maximum Height. The maximum height is 35 feet.

8. Maximum lot area coverage: Forty-five percent, excluding residential driveways, private walkways and similar impervious surfaces.

9. Landscaping. Landscaping shall comply with the requirements of Chapters 17.78 and 17.99 GHMC.

10. Design. All residential single-family structures, attached or detached, shall comply with the design standards defined in GHMC 17.99.490.

11. Circulation/Roads/Streets. Residential development which provides pedestrian linkages to and within common open space trails systems may be waived from the provisions of public sidewalks, curbs and gutters within the residential development, in whole or in part, upon approval of the public works director.

12. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

* * *

Section 4. Section 17.20.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.20.040 Development Standards

In an R-2 district, the minimum requirements are as follows:

	<u>Single-family and duplex dwellings</u>	<u>Other residential and nonresidential</u>
A. Minimum lot area for short plats ¹	7,000 sq.ft./dwelling unit	
B. Minimum lot width ¹	<u>50'</u>	50'
C. Minimum front yard ^{2, 4}	<u>House: 20'</u> <u>Porch: 12'</u> <u>Garage: 26'</u>	25'
D. Minimum side yard ^{4, 5}	<u>8'</u>	7'
E. Minimum rear yard ^{4, 5}	<u>30'</u>	25'

2. Single-family and duplex dwelling setback requirements

- F. Maximum site coverage 40% of the total lot area
- G. Maximum density³ 6 dwelling units/acre

¹A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

² In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided, such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors. The other property line abutting a street shall be deemed the side property line. An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

³ A maximum density of up to 7.8 dwelling units per acre may be permitted within a planned residential development, pursuant to Chapter 17.89 GHMC.

⁴ Development in the historic district shall comply with the setbacks defined in GHMC 17.99.310 and 17.99.320.

⁵ Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

Section 5. Subsection 17.21.040(B)(2) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.21.040 Performance standards.

* * *

B. General.

1. Single-family attached dwelling units must have individual private yards or courts enclosed by a wall, berm or dense landscaping. Easements shall be required for all zero lot line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

2. Minimum yards (from the property line). Multifamily or multiple units of single-family on one parcel:

- a. Front, 10 feet.
- b. Side, 30 feet.
- c. Rear, 30 feet.

Single-family on individual parcels: ~~as defined in GHMC 17.99.290.~~

- a. Front yard setback House: 15'
Porch: 12'
Garage: 15'
- b. Rear yard setback 15', except that garages may be within three feet of an alley easement.
- c. Side yard setback 5'

3. Maximum Height. The maximum height is 45 feet, except as provided under GHMC 17.99.390(A)(3).

4. Maximum lot area coverage: Sixty-five percent, excluding driveways, private walkways and similar impervious surfaces. Impervious surface coverage of individual parcels may exceed the 65 percent maximum when included within a subdivision; provided, that the overall

impervious surface coverage of the subdivision does not exceed 65 percent.

5. Landscaping. Landscaping shall comply with the requirements of Chapters 17.78 and 17.99 GHMC and ~~GHMC 17.99.250~~, except that buffer dimensions shall be reduced to 10 feet when the proposed use is adjacent to a similar use or zone which includes a platted buffer of equal or greater width.

6. Circulation/Roads/Streets. Residential development which provides pedestrian linkages to and within common open space trails systems may be waived from the requirements in the city's public works standards for public sidewalks, curbs and gutters within the residential development, in whole or in part, upon approval of the public works director.

7. Design. All development shall comply with the standards of Chapter 17.99 GHMC.

8. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

Section 6. Section 17.24.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.24.050 Development standards.

In an R-3 district, the minimum lot requirements are as follows:

	<u>Single-family and duplex dwellings</u>	<u>Other residential and nonresidential</u>
A. Minimum lot area for short plats ¹	5,400 sq. ft./dwelling unit	
B. Minimum lot width ¹	<u>50'</u>	50'
C. Minimum front yard ²	<u>House: 20'</u> <u>Porch: 12'</u> <u>Garage: 26'</u>	20'
D. Minimum side yard ⁴	<u>8'</u>	7'
E. Minimum rear yard ⁴	<u>30'</u>	25'
F. Maximum site coverage	60% of the total lot area	
G. Maximum density ³	8 dwelling units/acre	

¹A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

²In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided, such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors.

³A maximum density of up to 10.4 dwelling units per acre may be permitted within a planned residential development, pursuant to Chapter 17.89 GHMC.

⁴Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

Section 7. Section 17.28.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.28.050 Minimum development standards.

In an RB-1 district, the minimum lot requirements are as follows:

	<u>Single-family Dwellings</u>	<u>Other Residential</u>	<u>Nonresidential</u>
A. Minimum lot area (sq.ft.)	<u>7,200</u>	7,200	15,000
B. Minimum lot width	<u>70'</u>	70'	70'
C. Minimum front yard setback ¹	<u>House: 20'</u> <u>Porch: 12'</u> <u>Garage: 26'</u>	20'	20'
D. Minimum rear yard setback ^{1,2}	<u>30'</u>	25'	15'
E. Minimum side yard setback ^{1,2}	<u>8'</u>	7'	10'
F. Maximum impervious lot coverage	<u>50%</u>	50%	60%
G. Minimum street frontage	<u>20'</u>	20'	50'
H. Density	4 dwelling units/acre	4 dwelling units/acre	
I. Maximum gross floor area	<u>N/A</u>	N/A	5,000 sq. ft. per lot

¹If the RB-1 district is located in the historic district defined in Chapter 17.99 GHMC, the setbacks defined in GHMC 17.99.310 and 17.99.320 shall apply. ~~Single-family dwellings in any RB-1 district outside the historic district are subject to the setback standards of GHMC 17.99.290.~~

² Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

J. Any yard abutting a single-family residence shall be required to maintain a 30-foot-wide dense vegetated screen.

Section 8. Section 17.30.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.30.050 Development standards.

In an RB-2 district, development standards shall be satisfied for all new and redeveloped uses ~~requiring site plan review:~~

	<u>Single-family and duplex dwellings</u>	<u>Other residential and nonresidential</u>
A. Minimum lot area:	<u>12,000 square feet</u>	12,000 square feet
B. Minimum lot width:	<u>70 feet</u>	70 feet
C. Front yard setback:	<u>House: 20 feet</u> <u>Porch: 12 feet</u> <u>Garage: 26 feet</u>	20 feet
D. Side yard setback ¹ :	<u>eight feet</u>	eight feet

2. Single-family and duplex dwelling setback requirements

E. Rear yard setback¹: 30 feet 15 feet

F. Any nonresidential yard abutting an existing residential use or zone: 40 feet with dense vegetative screening. Easements not having dense vegetative screening are not included;

G. Maximum density: Eight dwelling units per acre permitted outright; 12 dwelling units per acre allowed as a conditional use.

¹ Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

Section 9. Section 17.36.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.36.060 Minimum building setback requirements.

	<u>Single-family and duplex dwellings</u>	<u>Other residential and nonresidential</u>
A. Front yard ^{± 1}	<u>House: 20 feet</u> <u>Porch: 12 feet</u> <u>Garage: 26 feet</u>	20 feet
B. Rear yard ^{± 1,2}	<u>30 feet</u>	20 feet
C. Side Yard ^{± 1,2}	<u>8 feet</u>	1- Interior yards, 5 feet 2- Flanking street, 10 feet
D. Separation between structures	<u>20 feet</u>	20 feet
E. Any yard abutting residential development,	30 feet with dense vegetative screening.	

^{±1}If the B-2 district is located in the historic district as defined in Chapter 17.99 GHMC, the setbacks defined in GHMC 17.99.310 and 17.99.320 shall apply.

² Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

Section 10. Section 17.40.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.40.080 Minimum building setback requirements.

~~In a C-1 district, there are no minimum requirements for front, side and rear building setbacks, except that C-1 districts located in the historic district defined in Chapter 17.99 GHMC are subject to the setbacks defined in GHMC 17.99.310 and 17.99.320. Outside the historic district, setback dimensions shall be determined as part of the site plan reviews of Chapter 17.96 GHMC. Where a C-1 district abuts a residential district, the minimum yard shall be 30 feet with a dense vegetative screen located on the commercial property. The minimum separation between commercial structures on the same site shall be 20 feet.~~

<u>Single-family and duplex</u>	<u>Other residential and</u>
-------------------------------------	----------------------------------

2. Single-family and duplex dwelling setback requirements

	<u>dwelling</u>	<u>nonresidential</u>
A. Front yard ¹	House: 20 feet Porch: 12 feet Garage: 26 feet	Front, side and rear building setbacks shall be determined as part of site plan review,
B. Rear yard ^{1,2}	30 feet	Chapter 17.96 GHMC
C. Side Yard ^{1,2}	8 feet	20 feet
D. Separation between structures	N/A	
E. Any yard associated with a nonresidential development abutting a residential district shall be 30 feet with a dense vegetative screen located on the nonresidential property.		

¹If the C-1 district is located in the historic district as defined in Chapter 17.99 GHMC, the setbacks defined in GHMC 17.99.310 and 17.99.320 shall apply.

²Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

Section 10. 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 11. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

DRAFT ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, RELOCATING REQUIREMENTS FOR NURSERY-STOCK LANDSCAPING AND TREE PROTECTION METHODS FROM CHAPTER 17.99, THE DESIGN MANUAL, TO CHAPTER 17.78, LANDSCAPING AND SCREENING; AMENDING TREE PROTECTION BARRICADE STANDARDS TO ALLOW STEEL POST CHAIN LINK FENCING; CLARIFYING THAT BUFFER REQUIREMENTS ALONG SR-16, THE TACOMA POWER CUSHMAN TRANSMISSION LINE PROPERTY AND SR-16 INTERCHANGES APPLY ONLY IN THE ENHANCEMENT CORRIDOR; REPEALING SECTION 17.99.250; AMENDING SECTIONS 17.99.240, 17.99.330, 17.78.050, 17.78.060, 17.78.070, 17.78.080, 17.78.090, 17.78.095, 17.78.120, 17.15.090, 17.21.040, 17.28.090, 17.30.110, 17.31.110, 17.32.120, 17.36.120, 17.40.120, 17.41.030, 17.45.040, 17.48.090, 17.50.090, 17.54.030, 17.91.040 AND 17.99.220; ADDING NEW SECTIONS 17.78.045 AND 17.78.105 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the development standards for new nursery-stock landscaping and tree protection methods can be found in both Chapter 17.99, the Design Manual, and Chapter 17.78 Landscaping and Screening; and,

WHEREAS, the process to deviate from the specific standards found in the Design Manual requires review by the Design Review Board; and

WHEREAS, the process to deviate from the development standards found in the Chapter 17.78, Landscaping and Screening requires either review by the Planning Director for an alternative landscape plan, per GHMC 17.78.100 or review by the Hearing Examiner for a general variance, per GHMC 17.66; and

WHEREAS, many of the requirements in the Design Manual are similar in subject to the requirements in the Landscaping and Screening chapter of the zoning code, such are parking lot landscaping, landscape maintenance and tree protection; and

WHEREAS, these similar nursery-stock landscape requirements and tree protection methods often require applicants to pursue multiple processes to deviate from the same or similar standards; and

WHEREAS, the City desires to locate all nursery-stock landscape requirements and tree protection methods in the same chapter of the zoning code so that process for review of these standards is consistent and transparent to applicants; and

WHEREAS, locating all nursery-stock landscape requirements and tree protection methods in Chapter 17.78, Landscaping and Screening rather than in the Design Manual decreases the development review timeframe and maintains all landscape requirements; and

WHEREAS, the City requires temporary tree protection barricades to be composed of chain link fence attached to 4" by 4" wood posts a minimum of 4 feet in height; and

WHEREAS, 4" by 4" wood posts require digging of post holes near tree roots, which increase the chance of damage to the trees; and, the installation of wood posts increases the time spent by developers installing the fencing; and

WHEREAS, the City desires to amend the tree protection requirements to allow chain link attached to steel posts to reduce ground disturbance, better reflect construction practices and still provide sturdy tree protection fencing; and

WHEREAS, GHMC Section 17.78.090, which lists the requirements for buffering from SR-16, Tacoma Power property and SR-16 interchanges, indicates that Enhancement Corridor buffering requirements as set forth in GHMC 17.99.160, apply to areas of the City which are not part of an enhancement corridor; and

WHEREAS, the City desires to amend GHMC Section 17.78.090 to clarify that the buffer requirements along SR-16, the Tacoma Power Cushman transmission line property and SR-16 interchanges, apply only if the subject property is in the enhancement corridor; and

WHEREAS, the City's SEPA Responsible Official issued a DNS for the proposed amendments on April 4, 2007 pursuant to WAC 197-11-340, which was not appealed; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on March 16, 2007 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 15, 2007 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on April 23, 2007; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. Section 17.99.240 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.240 Natural site conditions.

Site development should be designed to reflect the natural conditions of the site, including topography and existing vegetation. The following standards will help to achieve this, and are applicable to all development.

A. Limit clearing of vacant parcels to no more than 50 percent of significant vegetation and retain vegetation in all required buffers and setbacks.

Clearing limitations apply to all vacant parcels with no approved site plan or building permit for development.

B. Retain natural vegetation on underdeveloped portions of sites with approved site plan.

Clearing of underdeveloped portions of approved site plans is not permitted until building permits for development of those areas have been issued.

C. Maintain natural topography.

Buildings and parking lots shall be designed to fit natural slopes rather than regrading the slope to fit a particular building or parking lot design. Cuts and fills on a site shall be balanced and finished grades shall not include any retaining walls that exceed six feet. Instead, designs shall complement and take advantage of natural topography. Sloped lots may require multileveled buildings, terraced parking lots and/or lower level parking garages.

D. Incorporate approximately 20 percent of significant vegetation into site plan.

On nonresidential and multifamily sites, at least 20 percent of natural significant vegetation shall be incorporated into required landscaping and retained indefinitely. The 20 percent calculation shall be based upon significant vegetation currently on the site and which has been cleared from the site within the past five years. In conjunction with the 20 percent retention requirement, the following options may be applied to other landscaping requirements of this chapter.

1. REDUCED LANDSCAPING REQUIREMENTS

Clusters of natural vegetation which form a continuous canopy at least 15 feet deep (average) and at least 20 percent of the parcel size (measured from the outer edges of the trunks) will meet the requirements for on-site trees; provided, that screening and buffering requirements otherwise required are met. All other landscaping requirements must be adhered to.

2. REDUCED PARKING STALL DIMENSIONS

Parking stalls adjacent to protected trees may be reduced to eight feet by 16 feet to avoid encroachment into tree root zones.

3. ENCROACHMENT INTO SETBACKS

Structures and parking areas may encroach into required setbacks if it can be shown that such encroachment allows significant trees or tree clusters to be retained. Encroachment shall be the minimum encroachment necessary to protect specified trees. In no case shall the yard be reduced to less than five feet. (Not applicable to single-family development or to development subject to zone transition standards.)

E. Provide adequate protection for retained vegetation.

~~Identify how retained trees will be protected both during and after construction.~~

~~1. LOCATION OF STRUCTURES~~

~~Buildings, retaining walls, utilities and paved surfaces must be far enough away from retained trees to allow room for construction activities (including grading and excavation) and to assure a proper growth environment after construction.~~

~~2. AREA OF CONSTRUCTION~~

~~In no case shall construction activities take place within the drip line of the tree without extra precautions as recommended by a certified arborist. A tree's "drip line" is the most extreme reach of its branches beyond its trunk, or one foot of space from the trunk for every inch of trunk diameter as measured 4.5 feet above grade, whichever is greater.~~

~~3. TREE WELL~~

~~Provide a tree well or other form of protection where the surrounding grade must be raised.~~

F. Protect existing trees during construction.

~~Significant vegetation to be retained must be protected during construction by installation of a protective barricade. This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade BEFORE major excavation with heavy equipment begins.~~

~~1. BARRICADE REQUIREMENTS~~

~~The barricade must be made of four-inch by four-inch post with chain link fence attached. Fence posts shall be eight feet on center connected with two-inch by four-inch top rails or equivalent support system. Fence height must be a minimum of four feet high.~~

G E. Replace lost trees which were intended to be retained.

Any tree proposed or required to be retained and which is subsequently lost or destroyed must be replaced with at least three six-foot trees or one 18-foot tree or one 12-foot plus one six-foot tree of the same species.

H F. Avoid tree topping. Retain the natural symmetry of trees.

Topping or trimming trees in a manner that alters the natural symmetry of a tree is not allowed unless necessary for safety reasons as certified by an ISA-certified arborist. Trimming of trees shall be done in a manner that preserves the tree's

natural symmetry. Topping is prohibited unless recommended by an ISA certified arborist for health or safety reasons. Limbing-up may be appropriate if sufficient crown is retained to preserve the tree's fullness and health.

G. Maintain health and fullness of natural vegetation and buffer areas.

Areas of natural vegetation shall be retained over time. To ensure this, volunteer saplings of coniferous trees should be allowed to grow to replace older, less healthy trees. However, it may be prudent to thin out some saplings to avoid overcrowding if existing trees are healthy and full. A healthy and typical spacing of larger trees in a natural or forested setting is about 12 to 15 feet on center.

Selective thinning and maintenance may be allowed if this spacing is retained, subject to city planning staff approval. The order of preference in trees to be retained under a thinning maintenance program is:

1. Healthy coniferous and madrone trees with a 10-inch or greater trunk diameter;
2. Healthy coniferous and madrone trees with a six-inch or greater trunk diameter;
3. Smaller saplings of coniferous trees; and
4. Deciduous trees.

No trees shall be removed under a thinning and maintenance program if such removal results in tree spacing greater than 15 feet on center, except to remove dying or dangerous trees as determined by a certified arborist. Full under-story shrubbery shall be retained, except to thin out non-native species (e.g., blackberry, scotch broom).

Section 2. Section 17.99.250 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. Section 17.99.330 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.330 Parking lot standards.

The following standards apply to all nonresidential uses and development.

A. Use landscaping to screen parking and service areas.

~~To soften the visual impact from the street, parking lots and other expansive pavement areas shall include a wall, solid hedge or landscape berm which is at least three feet high and parallel to the right-of-way (conforming to clear vision requirements at driveway entrance).~~

B-A. Limit the number of curb cuts.

To maximize landscaping at the street face, curb cuts for driveways shall be limited to one cut per parcel frontage or one cut per 200 feet of parcel frontage,

subject to public works standards driveway separation requirements. An additional cut is allowed if the driveway is one-way. Where available, side streets or alleys should be used for additional access needs.

C-B. Limit driveway widths to maximize landscaping at the streetface.

To further maximize landscaping at the street face, one-lane driveways may be no wider than 15 feet, two-lane driveways may be no wider than 24 feet and three-lane driveways may be no wider than 34 feet except that necessary flaring of the driveway may occur between the inner edge of the sidewalk and the gutter.

D. Screen or enhance parking lots visible from SR 16.

~~Parking lots designed for more than 16 cars shall either be completely screened from SR 16 or be partially screened under the provisions of the enhancement corridor standards in GHMC 17.99.160.~~

E. Provide continuous tree canopy throughout parking lot.

~~Parking lots shall include a continuous canopy of trees around their perimeter (20 feet on-center minimum spacing), and shall also include trees within the parking lot as follows:~~

- ~~1. A continuous row of trees, spaced 20 feet on-center, located between each parking row in a minimum five-foot wide continuous landscape strip; or~~
- ~~2. Two trees at each end of parking rows and between every nine parking stalls (18 if double-loaded) in planted areas of at least 250 square feet each.~~
- ~~3. For industrial buildings only, a continuous canopy of trees is not required if the number of trees otherwise required under subsections (E)(1) or (E)(2) of this section are provided around the perimeter of the parking lot, along with any other required perimeter landscaping.~~

F-C. Conform to lighting standards in GHMC 17.99.350.

G-D. Incorporate pedestrian ways into parking lot.

Pedestrian ways, including walkways and crosswalks, shall conform to the on-site walkway requirements in GHMC 17.99.260 and 17.99.270.

H-E. Minimize parking in front of buildings (IBE).

No more than 50 percent of required parking may be located forward of the front facade of a building. In this context, the front facade of the building shall be any side facing or abutting the street providing primary access to the site. If a site has frontage on more than one street providing primary access, it shall be the longest of its street frontages.

I-F. Avoid parking in front of building's entrance.

Parking spaces in front of the main building entrance interfere with entrance visibility and access and are prohibited.

J-G. Minimize driveway encroachments into setback areas.

Driveways running perpendicular to property lines may cut through perimeter area landscaping in setback areas, but they may not run parallel to property lines through perimeter landscaping in setback areas.

K-H. Avoid parking near street corners.

Parking lots shall be no closer than 40 feet to any parcel corner where two streets converge.

Section 4. A new Section 17.78.045 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.78.045 General Provisions.

A. Plant Compatibility. All new plantings must be of a type which will thrive amid existing vegetation without killing or overtaking it. Incompatible plants which require different planting environments or microclimates shall not be mixed. Haphazard mixture of textures, colors and plant types should be avoided. Invasive, nuisance plants on the noxious weed list (state and Pierce County) are prohibited.

B. Irrigation. Planting areas with nursery stock or transplanted vegetation shall include an automatic mechanical irrigation system designed for full coverage of the planting area. Exceptions may be granted for xeriscape plans which require little or no supplemental irrigation. Xeriscape plans shall be prepared by a licensed landscape architect and shall be approved by the planning director.

C. Wall coverage. Blank walls shall include a narrow planting area, where feasible, with shrubs or vines (espaliers) giving coverage to the wall.

D. Preservation of significant views. Views and vistas from public rights-of-way shall be considered when determining placement of vegetation. While it is not the intent to avoid all trees in the foreground of a view, consideration should be given to the expected height of tree and how they might be located to “frame” the view.

Section 5. Section 17.78.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.050 Preservation of significant trees and native vegetation.

A. Retention. In the required perimeter landscaping area, applicants shall retain all significant vegetation as defined in ~~Chapter 17.99~~ GHMC 17.99.590. The city encourages retention of trees on the remaining portions of the project sites as well.

If the grade level adjoining a tree to be retained is to be altered to a degree that would endanger the viability of a tree or trees, then the applicant shall construct a dry rock wall or rock well around the tree. The diameter of this wall or well must be capable of protecting the tree. Proof of professional design may be required; ~~or.~~

B. Encroachment into Drip Line. No construction activities shall take place within the drip line of a tree to be retained without extra precautions as recommended by a certified arborist. The applicant may install impervious or compactible surface within the area defined by the drip line ~~of any tree to be retained~~ if it is demonstrated by a qualified arborist that such activities will not endanger the tree or trees. (See the definition of "drip line" in ~~the glossary to Chapter 17.99 GHMC~~ 17.99.590.)

C. Other Existing Vegetation. Retention of other existing vegetation for landscaping is strongly encouraged; however, it must be equal to or better than available nursery stock.

D. Areas of native vegetation which are designated as landscape or buffer areas, or which are otherwise retained under the provisions of Chapter 17.99 GHMC, shall be subject to a 10-foot-wide no-construction zone and shall be protected by a ~~protective~~ barricade as defined in ~~GHMC 17.99.240(F)~~ subsection (E) of this section. Clearing, grading or contour alteration is not permitted within this no-construction area unless a qualified arborist provides written documentation that proposed construction activity within the 10-foot setback will not harm existing vegetation within the designated landscape or buffer area.

E. Tree protection barricade. All significant vegetation to be retained must be protected during construction by installation of a protective barricade. This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation with heavy equipment begins. The barricade must be made of cylindrical steel posts or four-inch by four-inch wood posts with chain link fence attached. Fence posts shall be eight feet on center connected with two-inch by four-inch top rails or equivalent support system. Fence height must be a minimum of four feet high.

Section 6. Section 17.78.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.060 Requirements for residential landscaping.

A. Perimeter Areas.

1. Notwithstanding other regulations found in this chapter, perimeter areas shall be landscaped. The required width of perimeter areas to be landscaped shall be at least the depth of the required yard or setback area. Areas to be landscaped shall be covered with live plant materials which will ultimately cover 75 percent of the ground area, within three years. One deciduous tree a minimum of two-inch caliper or one six-foot evergreen or three shrubs which should attain a height of three and one-half feet within three years shall be provided for every 500 square feet of the area to be landscaped.

2. A minimum of 40 percent of the required plantings shall be evergreen trees a minimum of six feet in height. ~~f~~For properties located within the boundaries of the height overlay district referenced in Chapter

17.62 GHMC. ~~F~~, trees shall be of a species that will ultimately grow to the height of the planned building. In the selection of trees and shrubs, consideration should be given to overall aesthetic impacts at maturity.

B. Buffer Areas. All residential plats shall have a minimum 25-foot buffer consisting of a dense vegetated screen, shall be required along the perimeters of the plat, and the buffer shall be established as a covenant on the final plat. The screening may be achieved through any one or a combination of the following methods:

1. A solid row of evergreen trees or shrubs;
2. A solid row of evergreen trees and shrubs be planted on an earthen berm;
3. A combination of trees or shrubs and fencing where the amount of fence does not exceed 50 percent of the lineal distance of the side to be buffered as well as other plant materials, planted so that the ground will be covered within three years;
4. Use of existing native vegetation which meets the definition of dense vegetative screen.

C. Parking Areas. Parking areas shall be landscaped subject to the standards for parking lots found in ~~Chapter 17.72 GHMC~~ GHMC 17.78.080 and ~~subject to the standards of GHMC 17.99.330.~~

Section 7. Section 17.78.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.070 Requirements for nonresidential uses.

A. Perimeter Areas.

1. Notwithstanding other regulations found in this chapter, perimeter areas shall be landscaped. The required width of perimeter areas to be landscaped shall be the required yard or setback area or a total area equivalent to the required yards. Areas to be landscaped shall be covered with live plant materials which will ultimately cover 75 percent of the ground area within three years. One deciduous tree of a minimum of two-inch caliper or one six-foot high evergreen tree or three shrubs which will attain a height of three and one-half feet within three years shall be provided for every 300 square feet of area to be landscaped.

2. A minimum of 40 percent of the required plantings shall be evergreen trees a minimum of six feet in height. ~~f~~For properties located within the boundaries of the height overlay district referenced in Chapter 17.62 GHMC. ~~F~~, trees shall be of a species that will ultimately grow to the height of the planned building.

B. Buffer Areas. Where a development subject to these standards is contiguous to a residential zoning district, the zone transition standards of GHMC 17.99.180 shall be met. Where a nonresidential development abuts a residential development in the same zone, then that required perimeter area shall be landscaped the full width of the setback areas as follows:

1. A solid screen of evergreen trees or shrubs;

2. A solid screen of evergreen trees and shrubs be planted on an earthen berm an average of three feet high along its midline;

3. A combination of trees or shrubs and fencing where the amount of fence does not exceed 50 percent of the lineal distance of the side to be buffered as well as other plant materials, planted so that the ground will be covered within three years.

C. Areas Without Setbacks.

1. In those areas where there is no required front yard setback or where buildings are built to the property line, development subject to this chapter shall provide a street trees at an interval of one every 20 feet or planter boxes at the same interval or some combination of trees and boxes, or an alternative.

2. Street trees shall be a minimum caliper of two inches and be a species approved by the city and installed to city standards. Planter boxes shall be maintained by the property owners and shall be of a type approved by the city.

D. Parking Area. Parking areas shall be landscaped subject to the standards for parking lots found in GHMC 17.78.080 ~~and subject to the standards of GHMC 17.99.330.~~

Section 8. Section 17.78.080 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.080 Parking lot and service area landscaping and screening.

The standards of this section shall apply to public and private parking lots, paved service areas, residential parking areas providing spaces for more than 10 cars and all nonresidential uses of land and development.

A. Perimeter Landscaping. In order to soften the visual effects or separate one parking area or paved service area from another or from other uses, the following standards apply:

1. Adjacent to a street or road, the minimum width shall be equal to the required yard for the underlying land use or a strip 10 feet wide, whichever is greater. On all other perimeters the depth shall be a minimum of five feet.

2. Visual screening through one or any of a combination of the following methods:

a. Planting of living ground cover as well as shrubs or small trees which will form a solid vegetative screen at least three feet in height, or

b. Construction of a barrier fence or wall to a height of three feet combined with low-planting or wall-clinging plant materials. Materials should be complementary to building design, or

c. Earth mounding or berms having a minimum height of three feet and covered with shrubs and trees.

3. A continuous canopy of trees shall be planted around the perimeter spaced 20 feet on-center.

~~B. Other Landscaping Required. In addition to the screening required above, nonresidential parking lots shall conform to the landscape standards of GHMC 17.99.330. Interior Parking Lot Landscaping. A continuous canopy of trees shall be planted within the interior of a parking lot as follows:~~

~~1. A continuous row of trees, spaced 20 feet on-center, located between each parking row in a minimum five foot wide continuous landscape strip; or~~

~~2. Two trees at each end of parking rows and between every nine single-loaded parking stalls, or 18 for double-loaded parking stalls, in planted areas of at least 125 square feet each for single-loaded, or 250 square feet each for double-loaded parking stalls.~~

~~3. For buildings eligible for an industrial building exemption, as defined in GHMC 17.99.040, a continuous canopy of interior parking lot trees is not required if the number of trees otherwise required under subsections (B)(1) or (B)(2) of this section are provided around the perimeter of the parking lot, along with any other required perimeter landscaping.~~

~~C. Downtown Parking Lots. In addition to the standards of GHMC 17.99.330 subsection (B) of this section, parking lots located within the downtown area shall conform to the following:~~

~~1. Provision of a minimum of five-foot wide landscaping strip intended to screen and soften the visual impacts of parking lots. Screening may be accomplished through any of the methods described under subsection (A)(2) of this section. In addition to screening, street trees a minimum of two-inch caliper shall be provided at 20-foot intervals.~~

~~2. In those instances where parking areas are bordered by more than one street, the strip required in subsection (C)(1) of this section shall only apply to the longest side. All other sides must be screened with a wall, fence, vegetative buffer or combination of these elements at a minimum height of three and one-half feet. The street tree requirements will pertain.~~

~~3. In order to protect vision clearances, areas around driveways and other access points are not required to comply with the full screening height standards. The specific horizontal distance exempt from this standard shall be as established in the city of Gig Harbor public works standards.~~

~~D. Tree Size and Placement. Trees required under the provisions of GHMC 17.99.330 subsections (A)(3) and (B) of this section shall have a clear trunk to a height of at least six feet above the ground and shall have a minimum of a two-inch caliper at planting, unless otherwise specified. Trees shall be planted no closer than four feet from pavement edges where vehicles overhang planted areas.~~

~~E. Shrubs and Ground Cover. Required landscaped areas remaining after tree planting shall be planted in shrubs and/or ground cover. The~~

distribution of plants shall be adequate to ultimately achieve 75 percent ground coverage within three years of plantings.

F. Vehicle Overhang. Parked vehicles may overhang landscaped areas up to two feet by wheel stops or curbing.

Section 9. Section 17.78.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.090 Screening/buffering from SR-16, the ~~Tacoma City Light right-of-way~~ Tacoma Power Cushman transmission line property and SR-16 interchanges.

A. All development of properties adjacent to SR-16, the ~~Tacoma City Light right-of-way~~, Tacoma Power Cushman transmission line property, and SR-16 interchange ramps shall be required to leave a buffer between the property line and any development. This buffer shall be a minimum of 30 feet in depth and shall only apply when the property is also within an Enhancement Corridor. The buffer shall conform to all enhancement corridor standards defined in GHMC 17.99.160.

B. Adjacent to SR-16 interchange ramps landscape buffering shall be done according to the standards for perimeter landscaping for residential and nonresidential development. The buffer area shall be covered with live plant materials which will ultimately cover 75 percent of the ground cover within three years. One deciduous tree of a minimum of two-inch caliper or one six-foot evergreen or three shrubs which will attain a height of three and one-half feet within three years shall be provided for every 500 square feet of the area to be landscaped. Forty percent of the required planting shall be evergreen trees a minimum of six feet in height and of a species that will grow to the height of the buildings in the development. All significant vegetation as defined in ~~Chapter 17.99 GHMC~~ 17.99.590 shall be retained.

C. Parking lots designed for more than 16 cars shall either be completely screened from SR 16 or be partially screened under the provisions of the enhancement corridor standards in GHMC 17.99.160.

Section 10. Section 17.78.095 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.095 Waterfront view corridor landscaping.

Within the waterfront view corridor, hedges shall conform to the height limits for fences defined in ~~Chapter 17.99 GHMC~~ 17.99.340.

Section 11. A new Section 17.78.105 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.78.105 Phased projects.

All portions of a site must either be landscaped at the time of first-phase development, or in accordance with one of the following options:

A. Perimeter area landscaping as required under GHMC 17.78.070 is installed around the entire first-phase portion of the site, as though the first-phase portion constituted the entire site. In this situation, phasing lines shall be considered property lines for purposes of determining required landscaping; or

B. The second-phase portion of a site is completed within three years of completion of the first phase as per an approved site plan, or as per a nondevelopment landscape plan. The nondevelopment landscape plan shall be submitted to and approved by the city prior to issuance of any certificates of occupancy on the site. The nondevelopment landscape plan will be required in addition to a second-phase site plan, and shall include a performance assurance device as specified under GHMC 17.78.110.

Section 12. Section 17.78.120 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.120 Maintenance.

A. Whenever landscaping is required under the provisions of this chapter, shrubs and trees in the landscaping and planting areas shall be maintained in a healthy growing condition. Planting beds shall not be located over impervious surfaces. ~~All landscaped areas shall be provided with mechanical automatic underground sprinkler systems designed to provide full coverage of landscaped areas.~~ Dead or dying trees or shrubs shall be replaced immediately, and the planting area shall be maintained reasonably free of noxious weeds and trash.

B. Similarly, if necessary, the trees or shrubs shall receive pruning or removal to avoid the creation of a safety hazard or nuisance through excessive shading, overhanging adjacent properties or to preserve a view or scenic vista, subject to the provisions of ~~GHMC 17.99.240 and 17.99.250.~~

Section 13. Subsection 17.15.090(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.15.090 Performance standards.

* * *

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and ~~GHMC 17.99.250~~ and/or conditions of approval of discretionary applications required by this title. Such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

* * *

Section 14. Subsection 17.21.040(B)(5) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.21.040 Performance standards.

* * *

B. General.

1. Single-family attached dwelling units must have individual private yards or courts enclosed by a wall, berm or dense landscaping. Easements shall be required for all zero lot line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

2. Minimum yards (from the property line). Multifamily or multiple units of single-family on one parcel:

- a. Front, 10 feet.
- b. Side, 30 feet.
- c. Rear, 30 feet.

Single-family on individual parcels: as defined in GHMC 17.99.290.

3. Maximum Height. The maximum height is 45 feet, except as provided under GHMC 17.99.390(A)(3).

4. Maximum lot area coverage: Sixty-five percent, excluding driveways, private walkways and similar impervious surfaces. Impervious surface coverage of individual parcels may exceed the 65 percent maximum when included within a subdivision; provided, that the overall impervious surface coverage of the subdivision does not exceed 65 percent.

5. Landscaping. Landscaping shall comply with the requirements of Chapter 17.78 GHMC and ~~GHMC 17.99.250~~, except that buffer dimensions shall be reduced to 10 feet when the proposed use is adjacent to a similar use or zone which includes a platted buffer of equal or greater width.

6. Circulation/Roads/Streets. Residential development which provides pedestrian linkages to and within common open space trails systems may be waived from the requirements in the city's public works standards for public sidewalks, curbs and gutters within the residential development, in whole or in part, upon approval of the public works director.

7. Design. All development shall comply with the standards of Chapter 17.99 GHMC.

8. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

Section 15. Subsection 17.28.090(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.28.090 Performance standards.

* * *

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and ~~GHMC 17.99.250~~, and/or conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

* * *

Section 16. Subsection 17.30.110(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.30.110 Performance standards.

* * *

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and ~~as provided under GHMC 17.99.250~~ and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

* * *

Section 17. Subsection 17.31.110(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.31.110 Performance standards.

* * *

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and ~~GHMC 17.99.250~~, and/or conditions of approval of discretionary applications required by this title. Such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

* * *

Section 18. Section 17.32.120 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.32.120 Landscaping.

Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and ~~GHMC 17.99.250~~ and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained for the life of the project. In no event shall

such landscaped areas be used for storage of materials, merchandise or parking of vehicles.

Section 19. Subsection 17.36.120(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.36.120 Performance standards.

* * *

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC, ~~GHMC 17.99.250~~ and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained for the life of the project. In no event shall such landscaped areas be used for storage of materials, merchandise or parking of vehicles.

* * *

Section 20. Subsection 17.40.120(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.40.120 Performance standards.

* * *

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and ~~GHMC 17.99.250~~ and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

* * *

Section 21. Subsection 17.41.030(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.41.030 Performance standards.

* * *

B. Landscaping. All developed parcels shall be landscaped in accordance with the landscaping requirements of Chapter 17.78 GHMC and ~~GHMC 17.99.250~~.

* * *

Section 22. Subsection 17.45.040(C) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.45.040 Performance standards.

* * *

C. Landscaping. All developed sites shall be landscaped in accordance with the landscaping requirements of Chapter 17.78 GHMC and ~~GHMC 17.99.250~~. Yards adjacent to residential zones or development shall include a 35-foot-wide dense vegetative screen.

* * *

Section 23. Subsection 17.48.090(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.090 Performance standards.

* * *

B. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and ~~GHMC 17.99.250~~, and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

* * *

Section 24. Subsection 17.50.090(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.50.090 Performance standards.

* * *

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and ~~GHMC 17.99.250~~, and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

* * *

Section 25. Subsection 17.54.030(D) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.54.030 Performance standards.

* * *

D. Landscaping. All uses shall conform to the landscaping requirements established in Chapter 17.78 GHMC and ~~GHMC 17.99.250~~.

All required yards shall be landscaped in accordance with the landscaping requirements of Chapter 17.78 GHMC.

* * *

Section 26. Subsection 17.91.040(F) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.91.040 Site development and performance standards.

* * *

F. Performance Standards.

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

Section 27. Subsection 17.99.220(A) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.220 Prominent parcel standards.

All development of prominent parcels shall conform to all applicable development standards of this title and to the following additional standards:

A. Incorporate significant trees and clusters of trees into the site design.

Every effort should be made to preserve significant attractive trees and clusters of vegetation (~~see landscaping in GHMC 17.99.250~~).

* * *

Section 28. 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 29. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

City of Gig Harbor Planning Commission
Minutes of Work-Study Session
February 1, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Harris Atkins, Joyce Ninen, Dick Allen, Theresa Malich and Jeane Derebey. Commissioner Jill Guernsey was absent. Staff present: Tom Dolan, Jennifer Kester, Cliff Johnson and Diane Gagnon.

CALL TO ORDER: 6:05 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of January 18, 2007 with typographical corrections and a statement added that there was no public present for the public hearing. Ninen/Allen – motion passed unanimously.

NEW BUSINESS

1. **Kurt Latimore, The Latimore Company** – Presentation and discussion on the upcoming phases of improvement to the design review process.

Kurt Latimore from the Latimore Company gave a presentation on the Design Review Process Improvement Initiative. Mr. Latimore went over what had been done in 2006 to analyze the permitting process in the City of Gig Harbor and his background in this field. He spoke about Design Review setting the pace for the development process and that this initiative was to improve that process. He talked about applicants needing a predictable process and the fear of going to the DRB. He noted that in most areas design standards only apply in certain areas or partially in certain areas and that here in Gig Harbor it is applied city wide. He said that there is additional design effort being placed at the front of the process and applicants are required to provide a high level of detail early on in the process. Mr. Latimore went on to explain specific areas of the process and the two phase plan. He stated that the first phase would be a series of text amendments that fit within the current comprehensive plan and the second phase would entail comprehensive plan amendments to encompass design manual changes that may fall outside of the current comp plan. He then went over the timeframe of the phases with the first phase happening in the spring and then the second phase in the summer and fall. He gave some examples of what kinds of things may fall within the two phases.

Senior Planner Jennifer Kester went over some of the ideas that had been suggested by the DRB. Mr. Latimore went over further details of the schedule and the idea of the upcoming community meetings. He outlined the first series of text amendments that will go forward in the March/April timeframe with the conclusion of the first batch in early summer when phase two would begin. Mr. Pasin asked if there was a specific list of what those text amendments will be and Ms. Kester answered that she was in the process of writing those text amendments which will be sent to the Planning Commission next week in preparation for the meeting of February 15th. She gave some examples. Jeane Derebey asked if there was a printout of the schedule and Ms. Kester said she would make everyone copies.

Mr. Allen asked about what kinds of things would require comprehensive plan amendments and Mr. Latimore explained that the implementation of sub area plans may require a comp plan amendment. Ms. Kester further explained that there may be different goals and policies for the West side or Gig Harbor North. She also explained that a lot of what is in the Design Manual was fashioned around the downtown and maybe that is not appropriate everywhere. She pointed out that the Design Manual was written in 1996 and the West Side and Gig Harbor North were annexed in 1997. Mr. Allen asked where we expected the nucleus of these philosophical changes to happen. Mr. Latimore explained that the center of the effort would be here at the Planning Commission. Ms. Kester added that the DRB would make suggestions as well as staff and the development community. Mr. Pasin suggested that each Planning Commission member collect their ideas individually to give their input on February 15th.

Mr. Atkins asked if the list of other changes that had been developed by the Planning Commission during the matrix process was going to be addressed as well. Ms. Kester said that she would look at that list and see if any of those could possibly fit within this process. Mr. Latimore asked for agreement on the series of work study sessions and stated that he would like them to be joint meetings with the DRB. Ms. Kester added that the meeting on the 15th will be heavily advertised and public input will be encouraged. It was brought up by Mr. Pasin that some thought should be given to how the meeting is conducted. Mr. Allen asked if staff was looking to scrutinize the land use regulations line by line. Ms. Kester said that there are some specific changes being suggested by the DRB; however, the last time we looked at the manual line by line it took over three years and that we would rather take everyone's experiences and look at those and pick the ones that will have the most impact if changed.

Ms. Kester noted that staff and Mr. Latimore will present these ideas to the City Council on February 12th. She then talked about how the upcoming work sessions will be conducted.

Mr. Latimore asked the Planning Commission if they had any initial comments. Discussion was held on setbacks and their appropriateness in different zones. Ms. Ninen asked if the tree issue was going to be in Phase I or Phase II and Ms. Kester answered that it will probably be in Phase II. She explained the current approach for tree retention.

Mr. Allen asked if the DRB had a lot of ideas and Mr. Pasin said that they did have a lot of ideas and Ms. Kester added that it may not be possible to implement all of them.

2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – Proposal by the City Council (ZONE 07-0002) to amend the procedures for processing legislative actions and annexations.

Planning Director Tom Dolan explained the proposed ordinance and stated that it was the result of City Council meeting the first of January where they considered an agreement which allowed a zone transition buffer from a commercial property to also be on a residential property. The City Council voiced concern with the proposal that had gone through the hearing examiner process. During the City Council meeting it was discussed that staff would bring an amendment before the Planning Commission to not allow this in the future. The City Council asked if it was necessary for this item to go to the Planning Commission and staff responded that

yes, it was necessary and the City Attorney felt that perhaps it was not necessary and made recommendation to the City Council that there could be direct consideration. Mr. Dolan continued by saying that in looking at the code later, the provisions of 19.01.050 would require Planning Commission review and at that point the City Attorney proposed the ordinance that is before you that would allow the City Council to consider changes to the zoning ordinance without first seeking Planning Commission recommendation. Mr. Dolan pointed out that the ordinance did not require their review and recommendation; however, staff thought that the Planning Commission may have concerns. He continued by saying that the matter is scheduled to go before the council on February 12th.

Ms. Malich pointed out that it said “certain legislative decisions”, which made it unclear what types of decisions and seems to leave it wide open. She stated that the broad scope of this was worrisome to her. Mr. Pasin said that it appeared to be based on events which may date back 9 months or more and the City Council has determined that they wish to manage the process directly rather than through this commission or the DRB. He agreed with Ms. Malich that it begins to put the council in the direct decision making process and can lead to less public input through the DRB or the Planning Commission. Mr. Pasin said he was bothered by that because 8 or 9 years ago there was a similar swing and then moved away from that and this is now swinging back so he was concerned with the reasoning for that and how it affected the Planning Commission and the citizens of the community.

Mr. Atkins said it seems like there are two issues here and that he got the feeling that they are afraid to have public hearings and that he felt they were important. He stated that he felt that the Planning Commission’s role is to consider issues in a different environment rather than in the political environment of the City Council. He said the Planning Commission is able to take a more studious look at the larger picture. He continued by saying that it troubled him that the City Council would take the Planning Commission out of the loop.

Ms. Ninen asked if this was in accordance with the RCW and Mr. Dolan said that the City Attorney had researched it and the RCW does not require Planning Commissions to look at text amendments. Mr. Dolan pointed out that at the council meeting the council didn’t direct the City Attorney to write this ordinance. Ms. Derebey voiced her concern with the ability of the council to be able to give the time or study to a particular problem and stated that she could see other problems arising from hasty decisions being made. She continued by saying she would not want to see this ordinance go on the books, especially with a word like “certain” in it. Ms. Derebey said she wasn’t sure why you would remove annexations from the scope of the Planning Commission and Ms. Kester said that currently the only time annexations come to them is if they are asking for a zoning change as part of the annexation process and this ordinance would make it so that was no longer necessary.

Mr. Atkins agreed that if there is an annexation area identified he didn’t have any problem with bringing property in at their proposed zoning. Ms. Malich pointed out that the Planning Commission spends a lot of time on these issues and really examines the ramifications of them and the City Council is not going to be able to do that. She asked staff how they should communicate their thoughts on this proposal. Mr. Dolan explained that it was brought before them for information; however, they could pass a resolution to the City Council. He suggested that perhaps there is a need for a joint Planning Commission and City Council meeting to discuss

several issues so that the Planning Commission can better understand their intent. He continued by saying that 2007 is going to be extremely busy year. Ms. Malich said that if the council had a specific reason for this then the ordinance should be written as such.

MOTION: Move to adopt a resolution that respectfully requests the council defer this issue until such time as a joint City Council and Planning Commission meeting can be held to discuss the roles and responsibilities of the Planning Commission. Atkins/Derebey – Motion passed unanimously.

Chairman Malich called a five minutes recess at 7:35 p.m.
The meeting was reconvened at 7:40 p.m.

OLD BUSINESS

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council (ZONE 06-1386) to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

It was decided to discuss this issue until 8:00 p.m. and then take a poll for continuation. Mr. Dolan reminded the commission that this issue will be discussed at several meetings and it is not necessary to completely discuss it tonight. Ms. Malich asked what the timeline was. Mr. Dolan said the original request came 13 months ago and there is an interest in having this addressed, however, it is not just one issue, it may be several text amendments. Ms. Kester also explained that significant research will be done on this topic and then she went over what she had proposed and organized for tonight's discussion. Ms. Malich asked if this would be one of the things that might be appropriate to have a joint meeting on. Ms. Kester said that this would definitely be something to discuss at a joint meeting with the City Council. Mr. Dolan said that one of the things that he had heard expressed is a concern with the City Council coming out of executive session and then asking the commission to review an issue with very little background or context to consider.

Mr. Atkins said that he was puzzled by the statement that staff does not think the council expected this to develop into text amendments. Ms. Kester explained that in talking with council and Carol Morris they didn't have a specific text amendment in mind; however, they wanted these issues talked about and then decide if a text amendment was necessary. Ms. Kester informed the commission that Ordinance 1008 had been challenged due to constitutionality because it singles out certain property owners without a specific public purpose being established for differing regulations. She noted that these questions are not just about the waterfront zones, these things will be applied city wide. Ms. Kester then began going through the questions.

The first question is regardless of use is there a legitimate public purpose to regulate a structure that is entirely underground. If yes, what is that public purpose? If no, what standards need to be changed to reflect that? She read the purpose of the zoning code. She stated that she knew that there was concern expressed at the last meeting about structural and emergency issues. She reminded the commission that if underground structures were exempt from building size

limitations they still have to comply with building, fire, storm water, public works, and engineering codes. Mr. Pasin said that answering this question yes allows us to have various types of underground structures that would provide services and may help us maintain views that are being lost. Ms. Kester asked what the legitimate public purpose was in regulating them and stated that it seemed they were saying underground structures should be allowed but the question was should we limit uses underground. Mr. Allen said he thought there was no question it would generate more activity and in a residential area we don't want that activity. He stated that people will lose the quiet enjoyment of their property.

Ms. Malich said there is a difference between WM and WC so if you allow large underground garages then it just intensifies the use. Ms. Kester asked about other zones in the city. Ms. Malich said that in intense use areas there should definitely be underground parking allowed. Mr. Pasin said that there could be other underground structures perhaps a two car garage underground rather than one on the street.

Mr. Atkins asked if there was a public benefit in regulating structures above ground. Ms. Kester said that courts have decided that there is because of the impact on views and open space. Ms. Ninen said she thought that the question was should underground structures be included in the gross floor area calculation and that you limit a non residential development by having that underground structure included in the gross floor area calculation. Ms. Kester added to her question "through gross floor area calculations" and asked if it was important to regulate something you can't see as far as gross square footage goes. Ms. Malich said that in that pure statement no.

Ms. Kester said that her third question was if structures are exempt from gross floor area calculations was the commission concerned with the intensity of use on site. She stated that she heard the commission saying yes. Mr. Pasin said that underground parking does not necessarily increase the intensity of the use it may provide the amenity of not having cars along the street and other issues that become public nuisance. He also pointed out that one of the benefits is that you may very well be able to decrease the amount of impervious coverage. He added that the hospital is a prime example if they could have underground parking we would not have parking sprawled across five acres and it would not increase the intensity of the use of that property one bit. Mr. Allen said that what he saw happening in a residential area was that people will not park in them. Mr. Pasin answered that people do that now and you can't regulate that. Ms. Kester reiterated that what she heard was that underground structures don't need a gross floor area limitation if it's a residential use and the garage is for that residential use only. Ms. Derebey said that it should be limited in size to be appropriate to go along with the 3500 square foot limitation. Ms. Kester suggested a maximum parking stall size. Mr. Pasin pointed out that what we have today and what we had 15 years ago was very different and that for a family of four you have four vehicles, a boat, a trailer and other such things, so to say if it's a 3500 sq ft house you can only have a certain size garage you are not getting anything because they'll just end up putting their car on the street.

Ms. Kester suggested that perhaps they needed to look at the uses allowed in the zones and that it may be that there are uses that are not compatible with surrounding zones. Mr. Pasin said that he thought we had to look at it on a city wide basis and not let a couple of zones that rightfully have some concerns be the focal point. Mr. Allen pointed out that we had just discussed creating a

bull's eye approach to have differing regulations for different areas of the city. Ms. Kester explained that definitions apply city wide and yet there are building size limits in several zones. She stated that previously the Planning Commission had said that it should only apply in the waterfront zones, and then the council changed it.

Ms. Kester asked what types of material they would like for their next meeting. Ms. Derebey asked for information on regulations in similar cities. She also noted that Carol Morris was going to provide information on who was doing maximum parking.

Ms. Kester summarized that what she had heard was that there was not a public purpose for regulating underground structures if we address the issue of use in specific zones. Mr. Allen said he felt they needed to acknowledge that by not regulating them it would be generating more activity. Ms. Kester said that it seemed that in some zones there is concern with intensity of use. Mr. Pasin asked if there was some historical purpose to retain the WM and WC zoning boundaries as they are defined today. Mr. Allen said that WM came in 1991 and it was designed because all of the properties support upland and marina development. He stated that he felt that it's worked really well and it's a unique area. Mr. Pasin asked if maybe they should consider meshing the two. Ms. Malich said that there is R1 right across the street so she couldn't see meshing them. Mr. Pasin clarified that he was just trying to get input on maybe there should be more WM meshed into WC.

Ms. Kester said that they will probably not see a packet ahead of the next meeting and she asked that they get their ideas ready and solicit ideas from friends and neighbors.

ADJOURNMENT

MOTION: Move to adjourn at 8:35 p.m. Derebey/Atkins – Motion passed.

CD recorder utilized:

Disc #1 Track 1

Disc #2 Track 1

Disc #3 Track 1

City of Gig Harbor Planning Commission and Design Review Board
Minutes of Joint Work-Study Session
February 15, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Joyce Ninen, Dick Allen, Theresa Malich, Jill Guernsey and Jeane Derebey. Commissioner Harris Atkins was absent. Board members Darrin Filand, Rick Gagliano, John Jernejcic, Charles Carlson, Rosanne Sachson, Jim Pasin and Victoria Blackwell were present. Staff present: Tom Dolan, Jennifer Kester and Diane Gagnon.

CALL TO ORDER: 6:05 p.m.

APPROVAL OF MINUTES:

It was decided to postpone approval of the minutes of February 1st, 2007 until the next meeting.

NEW BUSINESS

1. **Kurt Latimore, The Latimore Company** – Presentation and discussion on the upcoming phases of improvement to the design review process.

Chairman Theresa Malich expressed appreciation for this work study session and for everyone present and introduced Kurt Latimore from the Latimore Company.

Mr. Latimore explained the phased design review process improvement initiative. He illustrated the process with a PowerPoint presentation. He went over the agenda for this evening's work session and the background of the assessment report of April 2006 that led to these proposed improvements. Mr. Latimore talked about how design review sets the pace for the Community Development review process and how the current process works. He went over the two phases of improvements and the timeline proposed for completion of the initiative. Mr. Latimore then explained the legislative process and how the changes will be implemented. He explained the batches of amendments within Phase 1 and what may be included in each of those batches. He turned the floor over to Jennifer Kester to explain Batch A.

Ms. Kester explained that Batch A was some small incremental improvements that seemed to make a difference and would gain some momentum and make a substantial change. She went over the landscaping requirements and how they work currently and the proposal to remove the nursery stock portion from the design manual and enforce it under the zoning code. Ms. Kester then talked about single family residential setbacks, noting that the Design Review Board cannot modify setbacks and suggested that they be removed from the design manual. She went over the next suggestion for change which was the noticing requirements for DRB meetings. The final modification that she discussed was tree protection barricades. She explained that the current requirement for wood post holes damages trees and that metal fence poles are less expensive and not as damaging and therefore staff was proposing that the requirement be changed. Ms. Kester then opened the floor for audience comments.

Jeff Bucholz said that he had gone through the design review process and it had taken a long time and that going to the board is a nice option for people if you have a lot that has some restraints as it gives some flexibility. He expressed that we would hope to maintain that opportunity.

David Boe spoke and said he sits on the City of Tacoma Planning Commission. He said that on the Planning Commission side of things it is your job to be sure that this revision complies with the Comprehensive Plan or you need to modify your Comprehensive Plan. He noted that when you go through the design review process you find yourself not necessarily meeting the goal of the Comprehensive Plan. He said that it says encourage mixed use structures but the zoning code and design manual precludes that from happening in the downtown. Mr. Boe emphasized that a decision needs to be made whether that should be kept in the comp plan and if so then change the code to allow it. He noted that in one area it says we don't want parking on the waterfront but then it doesn't allow underground parking garages, which doesn't make sense. He stated that the prescriptive path does not necessarily make for a great building and added that he felt that the DRB was handcuffed when that should be the place where you look at the project in its entirety. He said that sometimes the prescriptive requirement may not be applicable.

John Holmaas spoke and said that he was going to have some projects coming through the process. He voiced concern with the requirement that states that you cannot top trees. He said that he was concerned that people will become violators as they will want to maintain their views. He said that he believed the property owners should have the right. He then spoke about a project with a 1972 flat topped building that probably did not meet all the design requirements. He stated that this building is within the enhancement corridor that requires complete screening from the freeway. He said that he didn't understand the requirement for screening in a commercial area that is already visible. He requested that they examine the visually sensitive areas to allow for redevelopment of these areas.

Randy Gould stated that he had a couple projects come through the city. He encouraged developing a way to see what the history had been in order to learn the interpretations currently used. He used the example of the lot width calculation being a looping calculation and that there may be another way. He agreed with David Boe and said that what the city is shooting for may not be what they are getting. As an example he pointed out that one of the allowances is that you can place a garage in the setback if you comply with certain design standards which leads to a low slung box. He voiced his support for changes to the retaining wall requirements.

David Fisher spoke about the design review process saying that the two paths are very distinct and that the prescriptive approach is more reliable. He said that he felt that going to the board should be more out of the box. He suggested that if an applicant has determined themselves that they need to go to the board they should be allowed to go to the board within a month of their submittal and then the DRB can give thumbs up or thumbs down and then you return to the DRB within a week or two for final review. He emphasized the need for the process to be more flexible and faster.

Scott Inveen talked about his experience with the DRB, he supported the change in the noticing requirements stating that the current noticing requirements put his project out three months because he missed a meeting due to snow. He suggested that perhaps the public notice was not

even required since they are not really allowed to comment at the meeting but rather at the hearing examiner meeting. He referenced the City of Redmond process which allowed for constant review and he felt that it was faster. He said that when he came to the DRB meeting he brought an architect that sat on a DRB in Seattle. He felt that the board had very little direction and that there seemed to be a sense that the DRB is trying to show staff that they don't know what they are talking about. He added that staff currently does not have the power to keep the DRB on track. He stated that he had witnessed the DRB discuss turning radius and other inappropriate issues. He said that in Seattle staff keeps the DRB in line and if the Design Review Board gets out of line staff removes them from the room and explains what needs to happen. He noted that the DRB can stop the process and there is no way for staff to override them. He illustrated that the DRB actually said that he had brought the best architecture they had ever seen yet they still denied his proposal which only illustrates how off base the process is. He also said that the applicant before him was just a retaining wall and he stated that it seemed that staff was fully capable of reviewing those types of issues.

Ms. Malich asked for comments or questions from the DRB or the Planning Commission. Dick Allen said that he had done some additional studying of the manual. He noted that in the Historic District which is mostly within the height restriction area, the height limit is 18' but the height restriction area is 16'. He asked staff why this was the case. Ms. Kester stated that the Historic District has a requirement for 6/12 roof pitch and that was the reason for allowing the 18'. She noted that if you had a flat roof building you would have to stay within the 16'. She stated that one of the items suggested for discussion was some changes in the Historic District and that this would be discussed within Phase II. Mr. Allen asked about the paragraph on maximum height. Ms. Kester said that she believed that the basic structure was to promote the architectural character of downtown Gig Harbor. Ms. Kester said that other people have also asked questions about this section.

David Fisher said that he had done a house in the Historic District and he noted that a lot of the area is R-1 and they have a minimum lot size. He said that a lot of the Historic District is only 50' wide lots and there are requirements in the zoning code that conflict with the design manual. He said that the two requirements don't mesh.

Mr. Latimore stated that on March 1st staff will have some proposed language for the Batch 1A items and that they are hoping to hold a public hearing on the 15th. Ms. Kester noted that on March 1st staff will go into more detail. Ms. Kester reminded everyone that all of the future meetings will be joint meetings with the DRB and the Planning Commission. She noted that they are Planning Commission meetings so DRB attendance is not required; however, their attendance is encouraged.

Mr. Pasin said that Mr. Holmaas had brought up the issue of screening along Hwy 16 and the DRB had faced that on a number of projects and it continues to be a difficult item. He said that he would like to see us get this into the list of changes. He added that he felt that it had a priority. Ms. Kester said that the idea with Phase II was that we would hold another kick off meeting and prioritize those issues within Phase II. Ms. Malich said that she remembered the discussions about the screening of the highway and the community wanting to keep the corridor green.

David Boe said that he felt that the discussion about the Hwy 16 screening was really important. He offered to come to a meeting and go through real life projects and what the effect of the requirements would result in. He said that there needs to be some mechanism for correcting errors in the code without going through a laborious process. He gave an example of the large parking requirements for a mini-storage facility.

Mr. Pasin said that a number of people have commented on retaining walls and that he would like to ask everyone to attend the meetings to give specific input or give written suggestions as to how they can solve the issue of retaining walls. Mr. Pasin asked that staff could provide some written documentation of what the system is in the City of Redmond. Ms. Kester said that she would get in touch with them and find out.

Mr. Gagliano said that Mr. Holmaas had mentioned the remodeling of existing buildings and pointed out that there is no section in the manual that deals with that issue. He also noted that the list of typologies should be revisited. Ms. Kester said that was intended to be a part of the items addressing the bulls-eye approach. Mr. Gagliano thanked everyone who spoke tonight for the feedback.

Mr. Allen asked Mr. Boe if he had any suggestions about what may work better for the buffer requirements along SR16. Mr. Boe asked if the buildings are screened why it would be required to meet the requirements of the manual. He then suggested that topography should be a consideration.

Linda Gair said that the screening on SR16 screens people from pollution and noise as well. She pointed out that the cement walls are ugly and she felt that the screening was important.

David Fisher addressed Mr. Gagliano's comments about remodels. He said that a current project he is working on is a perfect example as it is more of a streamlined modern building within the Historic District and he is having difficulty meeting the design requirements and also matching the existing design of the building. He said that he felt that the bulk of design review will still go through the prescriptive approach but it is important to allow for more creativity if they go through the board.

Discussion was held on the schedule for upcoming meetings and everyone was encouraged to stay and have refreshments.

ADJOURNMENT

The meeting was adjourned at 7:40 p.m.

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

City of Gig Harbor Planning Commission and Design Review Board
Minutes of Joint Work-Study Session
March 1, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Joyce Ninen, Dick Allen, Theresa Malich, Jill Guernsey, Harris Atkins and Jeane Derebey. Board members Darrin Filand and John Jernejcic were present. Staff present: Tom Dolan, Matthew Keough, Jennifer Kester and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

CALL TO ORDER: 6:05 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of February 1, 2007 as written.
Guernsey/Allen – Motion passed unanimously.

It was decided to postpone approval of the minutes of February 15th, 2007 until the next meeting.

NEW BUSINESS

Senior Planner Jennifer Kester went over the goals for the evening and the first three text amendments to take to a public hearing. She noted for the record the e-mail comments received from Charles Carlson and Rick Gagliano.

Noticing Amendment

Ms. Kester outlined the current process for noticing a DRB meeting references a procedure within Title 19 for a DRB meeting to be noticed similarly to a public hearing. She noted that this delays the process a great deal by requiring a 4 week lead time for scheduling a meeting. She went over the process improvement that staff had proposed which was to reduce the four weeks to two weeks. She said that instead of referencing the manner of a public hearing, it would reference the design process chapter and the noticing would not be less than 7 days. She opened the floor for questions.

Jim Pasin said that he felt that the large postings are getting a lot of attention and that he felt that the requirement to mail to property owners within 300' should be a greater distance. Harris Atkins asked if every adjoining property owner received a notice. Ms. Kester said yes, and she explained that 300' is an industry standard; however, some cities do have a greater distance. She suggested that if they wanted to do something greater it should be done for everything not just for Design Review Board meetings. Mr. Dolan stated that perhaps there were some overall changes in noticing that need to be made.

Mr. Atkins asked about the current process and for clarification of how this would improve the process. Ms. Kester explained how the change would help speed up the process by allowing for quicker scheduling of DRB meetings. Ms. Ninen pointed out that Scott Inveen had said that his

project needed two meetings and with the noticing requirements he couldn't schedule two meetings consecutively.

John Jernejcic pointed out that in Item G it should say "complete application".

Ms. Kester asked if they were okay with posting within 7 days or should it be 10. She noted that there had been discussion of adding a posting of the notice of application and that perhaps further change would be proposed at a later date. There was consensus that the proposed timeframe for noticing was appropriate.

Mr. Pasin asked about the distance of the mailing and Mr. Dolan said that he felt that the distance of the mailing was not necessarily important but rather the length of the posting and that he would rather not do more than 400 feet within the project since it seems that no matter what distance you make it someone will say its not enough.

MOTION: Move to recommend approval of the proposed ordinance as written by staff with the changes proposed by Mr. Jernejcic. Pasin/Derebey – Motion passed

Setbacks

Ms. Kester went over the current code and the proposed changes explaining that there is really no purpose in these standards being in the Design Manual since the DRB does not have the authority to vary from them. The proposal is to move these standards to the appropriate section of the zoning code.

Mr. Jernejcic pointed out that there should be a comma before the word "provided". Mr. Allen said that he understood the rationale for taking the setbacks out of the Design Manual but he didn't understand why the historic district residential setbacks weren't being removed. Ms. Kester explained that the concern was that the historic district encompassed many zones and rather than include this information in all those zones it was easier to reference back to the historic district. Jill Guernsey suggested that perhaps it could be in a separate section in the zoning code and Ms. Kester said that was possible; however it may need to be done at another time. She also pointed out that most cities put historic district standards in their Design Manual. Mr. Pasin said that what is defined as a historic district is not a true historic district and he felt that leaving it in the manual caused confusion. Ms. Kester said that she had heard a lot of concern for the historic district area standards and stated that there was an item in Phase 2 of proposed changes to define the historic district and perhaps that was the time to discuss this. It was decided that it should be looked at within the study of the historic district during the next phase of changes.

Ms. Kester said that she felt that there was some discussion needed for B-2 and C-1 zones where residential uses are allowed but there really is no reference to their standards. She asked if the conditional use process should deal with these issues or should it be spelled out. Ms. Guernsey said that she was more inclined to put in the specific text rather than deal with it in the conditional use process. Mr. Pasin suggested that they use what was in the RB-2 zone for B-2 and C-1. He asked about whether there was going to be an amendment to get rid of the mixed use district overlay. Ms. Kester said that there had been some discussion regarding making it a

zone rather than an overlay. Mr. Pasin expressed concern with putting off some of these changes and noted that there is pressure for development in that area and if we wait too long it will be too late.

Mr. Dolan stated that there will be a joint City Council and Planning Commission meeting on March 19th where some of these issues should be discussed.

Mr. Pasin asked if on Item 8 it would be okay to take the RB-2 standards and apply the same single family duplex standards to B-2 and C-1.

Chairman Theresa Malich noted that the comments from Mr. Carlson and Mr. Gagliano both agreed with moving the setbacks out of the Design Manual.

It was decided to leave the MUD as it is until further study is done of this district.

Ms. Kester then noted that the DB zone is wholly within the Historic District and refers to the Historic District standards. She then went over the other zones that wouldn't need a change since they did not allow residential uses.

Mr. Pasin asked if when the matrix was done there was discussion that B-2 and C-1 should have the same limitation of business on the lower floor and residential on top. Ms. Kester checked their list of proposed changes and didn't see it on the list. She stated that she felt that this was a use issue outside of the design review process improvements. Ms. Kester reiterated that this first phase of changes were to get some momentum for real process improvements. Harris Atkins said that he liked the idea of showing progress and he felt that it should be discussed in the joint meeting.

Ms. Guernsey suggested that there be a footnote as part of the staff report stating the reasons why the changes were not made to the other sections. Mr. Pasin then asked if it was still appropriate to use the RB-2 residential setbacks in the B-2 and C-1 given the discussion. Ms. Guernsey said that she felt it was appropriate to make the change until we look at the larger picture. Discussion was held on what setbacks would be used for residential development in a commercial zone.

Ten minutes recess was called from 7:30 to 7:40 p.m. Darrin Filand and John Jernejcic left during the recess.

MOTION: Move that staff develop language for the public hearing on this proposed change. Guernsey/Atkins – Motion passed with Mr. Pasin opposed.

Landscaping

Ms. Kester went over the current code and the proposed changes.

Mr. Atkins asked for clarification that the material shown would be an addition to the code and Mr. Kester replied that it is a mixture.

Ms. Kester noted that both Mr. Filand and Mr. Jernejcic voiced their support prior to leaving the meeting. She also noted that Mr. Carlson had submitted comments indicating that he was concerned that if we remove these requirements from the Design Manual it might limit the DRB in using landscaping as mitigation. Ms. Kester said that she didn't see why that would need to change as they could still use landscaping as mitigation. Mr. Atkins asked for clarification on how that would work. Ms. Kester explained it more fully using the Uptown project as an example.

Ms. Ninen asked about Item G, noting that the old Item G talked about replacing trees and she didn't see anything within the new Item G which addressed that. Ms. Kester checked the reference and said that it was supposed to be Item I.

It was pointed out by Ms. Kester that Mr. Gagliano's e-mail expressed concern that there are other issues with the landscaping code that need to be addressed. Ms. Kester pointed out that that there was an item in Phase 2 that would address that.

Ms. Kester then proposed that they go through the each section one at a time. She went through each item and where they would be located or if they were no longer applicable. She stated that at this time the intent is to not make substantive changes but rather just a process change, the substantive changes will happen with Phase 2.

Mr. Pasin wanted assurance that the specifics of the landscape standards would be dealt with in Phase 2. Ms. Kester clarified that he wanted an item added to Phase 2 and Mr. Pasin said that he wanted to discuss the landscape standards as a whole.

Mr. Pasin expressed concern with maintaining the symmetry of trees being a design standard and stated that he did not see any relevance in having such a requirement. Ms. Kester explained the current regulations and that they would apply to existing development. There was concern expressed for how that was enforced. She explained that there is no permit required for topping a tree; however, they are required to get an arborist report and then staff issues a letter stating that they are in compliance. She further explained that if the tree topping standard was moved into the zoning code it will only apply to commercial development. Mr. Pasin said that he would like to see some of these things taken out of the Design Manual and the zoning code because they don't have relevance. Ms. Kester reiterated that this particular amendment was to move these things rather than discuss the regulations themselves. Mr. Atkins asked if there had been discussion of a tree preservation ordinance. Ms. Kester said yes and that the Planning and Building Committee had asked that it be part of these design review process improvements. It was noted by Ms. Ninen that in the community design element of the Comprehensive Plan it talks about tree preservation after construction. Ms. Kester then went over the next items and where they were being proposed to be moved to the zoning code.

Ms. Guernsey asked for clarification of what a continuous tree canopy is and Ms. Kester explained the definition and its purpose. Ms. Ninen asked if the reference was correct and suggested that there be wording added that it was in the glossary. She also noted in the next section where the reference could be more specific.

Ms. Kester then went over the enhancement corridor map and explained the proposed text change. Ms. Guernsey pointed out that where it said Tacoma City Light it should say Tacoma Public Utilities and Ms. Kester said she would highlight that and research the correct name. Ms. Guernsey asked if it was really a right of way and Ms. Kester said that no, it is really fee simple property.

Discussion was held on continuous tree canopy standards and Ms. Kester went over where the text had been relocated.

Discussion was then held on tree barricades. Ms. Kester stated that there was a statement added for steel posts or wood posts. She noted that you still have to have chain link. Mr. Pasin said that when this was first adopted it didn't make sense and he felt that it needed to go away. Ms. Kester said that the orange construction fence does not do an adequate job protecting trees and that staff had seen many instances of the flimsier fencing being moved and knocked down. Mr. Pasin asked about how the standards were applied and Ms. Kester explained that the fencing is required at the limits of construction. Mr. Atkins said that the reason this was being done was to remove things that the DRB does not deal with. He stated that this really did not seem to be something that belonged in the Design Manual but rather in the site development section or in the section on tree preservation. Everyone agreed. Ms. Ninen pointed out a couple of references that needed to be expanded upon.

Mr. Dolan asked the Planning Commission to note on their calendars that on Wednesday the 14th at 6:00 pm. there will be a Gig Harbor North Visioning Meeting with the City Council and Olympic Property Group to talk about development of properties in Gig Harbor North. He also noted that the 15th of March was their regular meeting which will be a public hearing and on the 19th of March there will be a joint meeting with the Planning Commission and City Council.

MOTION: Move to direct staff to prepare an ordinance for the proposed changes to the landscaping standards. Atkins/Guernsey – Motion passed with Jim Pasin opposed.

Mr. Pasin stated that he would like to see more support and input from the Design Review Board during these meetings on the design review process improvements.

ADJOURNMENT

MOTION: Move to adjourn at 9:00 pm – Pasin/Ninen – Motion passed.

CD recorder utilized:

Disc #1 Track 1

Disc #2 Track 1

Disc #3 Track 1

City of Gig Harbor Planning Commission and Design Review Board
Minutes of Joint Work-Study Session
March 15, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Joyce Ninen, Dick Allen, Theresa Malich, Jill Guernsey, Harris Atkins and Jeane Derebey. Board members Rick Gagliano and Rosanne Sachson were present. Staff present: Tom Dolan, Jennifer Kester and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

CALL TO ORDER: 5:10 p.m.

APPROVAL OF MINUTES:

Rosanne Sachson asked that the minutes of February 15th have added to them that she had concurred with Chuck Carlson's e-mailed comments.

MOTION: Move to approve the minutes of February 15, 2007 with the addition. Derebey/Ninen – Motion passed unanimously.

Harris Atkins asked if when corrections to the minutes are made that a corrected copy get sent and/or e-mailed to the Planning Commission. Mr. Pasin suggested that perhaps a book of minutes could be made available at all the meetings.

MOTION: Move to approve the minutes of March 1, 2007 as written. Derebey/Ninen – Motion passed unanimously.

NEW BUSINESS

1. **Design Review Process Improvements – Batch 1b** – Discussion of the second batch of proposed amendments in Phase 1.

Senior Planner Jennifer Kester went through the amendment process and stated that the next meeting on April 5th will be a very concentrated work session. Harris Atkins recommended that the timeline be reviewed at each meeting to assure that we are on schedule. Rosanne Sachson asked if 5:00 was going to be for all the Planning Commission meetings from here on out and it was decided that they would discuss this further later in the meeting.

Mr. Atkins asked about the work program and Ms. Kester stated that the Planning and Building Committee had determined that the Design Review Process Improvements were a first priority and then underground garages and a couple of other text amendments. Mr. Dolan reminded them that there will be a joint meeting with the City Council on Monday March 19th.

Ms. Kester referred everyone to her memo regarding the Design Review Process Improvements Phase 1 Batch B. She first talked about the design review categories, then early DRB review and then timing of clearing.

She then went through the items in Batch C. She talked about prominent facades, zone transition updates, industrial building exemption criteria, the common area reference, DRB quorum and how each of these issues are handled currently. There was discussion as to whether Item 2 of Batch C should remain. Mr. Dolan gave an overview of why he had made an administrative interpretation regarding the issue of zone transition buffers. He stated that it needed to be clarified. Mr. Pasin said that he felt that it was a significant issue that needed further scrutiny. He used properties on Harborview as an example. Ms. Kester pointed out that a 40' buffer could not be used in the height restriction area. Mr. Pasin expressed further concern with existing development being asked to comply with this. Ms. Derebey stated that she did not necessarily agree with Mr. Pasin as some existing development either sells their property or redevelops it themselves and they should comply. Mr. Atkins pointed out that they are just being asked at this point when they want to discuss this issue. Ms. Derebey expressed that she felt that smaller issues should be addressed in phase one and then the larger issue later.

Rick Gagliano arrived at 5:30

It was agreed that Item 2a of Batch C should remain on the list. She then described what was being proposed with Item 2b of Batch C dealing with average building footprint and building height. Ms. Ninen asked about 17.99.180(A) and where that was located. Ms. Kester changed the reference to say 17.99.190(A). Ms. Kester noted that the intent was for both sections to read the same as the building footprint section and everyone agreed. Mr. Pasin disagreed and worried that perhaps they were creating non-conformities and stated that he disagreed with zone transition on the whole. It was pointed out by staff that these process issues would be dealt with first and then the larger discussion would be held later. Ms. Malich said that they were relying on staff to know if this code change was going to make something non-conforming or cause some other problem. Ms. Kester also noted that there are zone transition goals in the Comprehensive Plan so the larger discussion would happen in Phase 2. It was agreed that Item 2b Batch C would remain.

Dick Allen arrived at 5:50.

She next discussed the IBE Exemption item and went over an administrative interpretation on when an industrial building is eligible for the exemption and that staff was proposing to codify that interpretation. Mr. Pasin asked about why they can't change the 800 foot requirement. Ms. Kester explained that this first portion is to change the process and then change the requirements themselves later. Rick Gagliano reminded Mr. Pasin that at this stage we are not changing the numbers. Mr. Pasin stated that he didn't see why changes couldn't be made now. Ms. Kester said that changing the number would require more analysis.

She then went over the common area reference and stated that the reference was there as the City Attorney had a concern with them being in the Design Manual. Mr. Pasin suggested that the standards just be removed. Ms. Kester said that she would discuss with the City Attorney where these standards could be placed.

Jill Guernsey arrived at 6:00 pm.

The DRB Quorum was discussed next. Ms. Kester explained that CLG members of the DRB are not required for project review meetings of the DRB. She explained that a quorum consists of a majority of all the members and then if the CLG members do not show up there are quorum problems. The suggested change was to change the requirements for a quorum to the core 5 project review members. Ms. Derebey said that the CLG members should not be able to opt out. Ms. Sachson pointed out that the whole board is a CLG board. Mr. Dolan said that sometimes CLG members are not up to speed on architectural issues. Mr. Pasin said that he felt that it was important for the two historic preservation people be able to opt out in order to be able to recruit members. Mr. Pasin suggested that there be one quorum for CLG and one for projects. Ms. Sachson suggested that perhaps the DRB should not be the CLG board. It was agreed that there be a quorum of four for CLG issues and three for design review project meetings.

Mr. Latimore discussed the process at the City of Redmond. Ms. Kester then talked about how there will need to be a discussion of thresholds. Mr. Gagliano said that if there is a model out there that another city is using it would be great to examine. Ms. Kester then went over the typical review process for commercial structures and the submittal requirements at each phase. Mr. Gagliano stated that there are lots of sets of details for engineering as well as design. Ms. Kester noted that there is a statement in the code that says the DRB cannot review something that is not compliant with all other city codes. She explained how that impacts development review. Discussion followed on the need for earlier review so that there can be some feedback from the board early on.

Ms. Kester spoke about a possible early design guidance meeting with the DRB where they have a more conceptual discussion. Mr. Gagliano said he would like to encourage that early guidance meeting and that some kind of allowance will have to be made to encourage the early guidance meeting. He suggested that at an administrative level perhaps the applicant can get administrative approval if they deviate from the standards in only a small way.

Discussion was held on the City of Seattle standards and the thresholds for going to the Design Review Board there. Ms. Kester highlighted that in their process the director makes the decision and that perhaps it was better to have the hearing examiner process in Gig Harbor in order to encourage public participation. Mr. Atkins stated that Issaquah has an interesting process as well.

Ms. Kester discussed the issues surrounding the timelines associated with project review. Ms. Derebey suggested that the same type of format be used to compare the different processes from other cities. Mr. Atkins also mentioned that they should look at their resources as well.

Chairman Theresa Malich called a ten minute recess at 6:50 p.m. The meeting was reconvened at 7:05 p.m.

PUBLIC HEARING

1. Design Review Process Improvements – Batch 1a

Chairman Malich opened the public hearing at 7:05 and there being no public present she closed the public hearing at 7:06.

Discussion was then held on the three draft ordinances.

Landscaping Text Amendment (ZONE 07-0016)

Ms. Ninen noted that there was similar language in on page 4 section about encroaching into drip lines as in the section on area of construction. It was suggested that the language about area of construction be moved. Everyone agreed that it made sense since it was redundant. Ms. Ninen noted that perhaps the title should be changed to Preservation of Native Vegetation and Significant Trees.

MOTION: Move to recommend adoption of the landscaping ordinance, Atkins/Guernsey -

Ms. Kester pointed out where she had re-written some language to make it clearer. She noted that it did not change the requirement.

Mr. Gagliano asked about the bottom of page 5 and asked where that language had been moved to. Ms. Kester pointed it out on page 10.

Ms. Kester then showed where the changes had been made regarding the enhancement corridor and the TPU right of way.

Mr. Gagliano asked about page 19 and Ms. Kester noted that it references a section of the design manual that is being repealed and further discussion of clustering will be held later in the process.

Discussion then followed on the need for landscaping standards for single family development.

MOTION: Move to amend the motion to correct typos and incorporate 17.99.240(e) into 17.78.050 adding native vegetation to the title. Nine/Guernsey - Motion passed with Jim Pasin opposed.

AMENDED MOTION – Move to recommend adoption of the landscaping ordinance as amended. Atkins/Guernsey - Motion passed with Jim Pasin opposed.

Setback Text Amendment (ZONE 07-0017)

Ms. Kester noted the whereas statements and the amendments made as a result of previous discussion.

Mr. Pasin stated that some of these standards have been in the design manual and his concern with putting it in the code. Ms. Kester pointed out in the code where it says that it applies to existing and proposed development and that the setbacks are already referenced in the design

manual. Mr. Gagliano clarified that there are a lot of situations where homes are non-conforming now, this will not change that. Mr. Gagliano pointed out that the non-conforming chapter states that if a non-conforming structure was lawfully constructed then you don't have to change it, however, if they were to change it it would have to comply with the current code. Mr. Pasin said that he felt that the standard was ridiculous and that the design manual should not be applied to existing development. Mr. Gagliano noted that the public might have similar concerns with these substantive issues. Mr. Dolan noted that they had gone to the Planning and Building Committee and to the City Council and gotten approval on this process of doing these changes first and then substantive issues later. He acknowledged that there are many excellent points being made as to whether these regulations that were being relocated were even good regulations. Ms. Kester added single family setback standards to the list of possible changes.

MOTION: Move to recommend adoption of the proposed ordinance on setbacks.
Atkins/Ninen -

Ms. Ninen noted that on page one there was a word missing in the first whereas second line and that on page 4 number 9 she asked if it should include a reference to 17.99.240. Ms. Kester suggested only referencing 17.99 and everyone agreed. Ms. Ninen noted that on page 6 line 5 it references 17.78.250 which has been repealed. Ms. Guernsey suggested that the reference be to just 17.78 rather than the section. Ms. Ninen also noted that the verbiage had been changed on page 7. Ms. Kester explained that the code does not use the words associated uses but rather accessory uses. Mr. Atkins accepted the corrections as a friendly amendment to his motion.

AMENDED MOTION: Move to recommend adoption of the proposed ordinance on setbacks with corrections. Atkins/Ninen – Motion passed with Jim Pasin opposed.

Noticing Text Amendment (ZONE 07-0018)

MOTION: Move to recommend adoption of the draft ordinance on noticing.
Atkins/Pasin -

Mr. Atkins noted that on page 3 under item 5b it doesn't include noticing of parties of record. It was decided to add the phrase "and to others who have submitted comments and/or have requested notice".

Ms. Ninen asked why Item F is struck and Ms. Kester agreed that it should remain as Item H.

MOTION: Move to amend the motion to add the phrase "and to others who have submitted comments and/or have requested notice" and include Item F as Item H.
Guernsey/Pasin – Motion passed unanimously.

AMENDED MOTION: Move to recommend adoption of the proposed ordinance on noticing as amended. Atkins/Pasin – Motion passed unanimously.

OTHER BUSINESS

Mr. Dolan stated that the underground garage ordinance was on the agenda but given the late hour and that staff wasn't able to put anything together he recommended that it be tabled to another meeting. He then read the motion that the council had made regarding the underground garages as there had been some question as to what their intent had been. He noted that the City Council wanted the Planning Commission to consider amending the standards but was not directing them to do anything, only that it be reviewed. He stated that when this does come back there will be much discussion and we will have architects Dave Freeman and David Boe each give about a 30 minute presentation on their perspective on this issue.

He then asked about communication and how the commission would prefer to get documents when we have such a close timeframe. It was decided that everything would be e-mailed ahead of the meeting and then have copies available at the meeting.

Mr. Dolan then asked what the Planning Commission preference was for a starting time given their large workload. It was decided that the starting time for the duration of the Design Review Process Improvement Initiative would be 5:30 and that staff would send out an e-mail reminding everyone of this new starting time.

ADJOURNMENT

MOTION: Move to adjourn at 8:25 pm – Malich/Guernsey – Motion passed.

CD recorder utilized:
Disc #1 Track 1
Disc #2 Track 1
Disc #3 Track 1



COMMUNITY DEVELOPMENT DEPARTMENT

Staff Memo for March 15, 2007 Planning Commission/DRB meeting:

1A: Noticing Requirements

Current Problem:

The current noticing process for Design Review Board meetings requires that the agenda for a DRB public meeting close approximately 4 weeks prior to the meeting date due to the weekly publishing of the Gateway. The 4 week noticing process limits staff's flexibility in scheduling projects and often discourages applicants from going to the DRB. If it weren't for the current noticing timeline, the agenda for a DRB meeting could close only two weeks prior and still provide adequate noticing.

Process Improvement:

Noticing of a meeting would still include posting of the site, publishing in the Gateway and mailing to property owners within 300 feet; however, mailing to property owners would occur two weeks prior to the meeting and posting and publishing would occur one week prior to the meeting. Changing the noticing timeline would allow faster processing of DRB applications, provide staff more flexibility in scheduling and would appeal to applicants considering DRB review.

Text Amendment:

17.98.050(C) Design review and project approval - noticing

5. An application for the board's review of a category listed in GHMC 17.98.040 or a complete application shall proceed as follows:

a. The planning staff shall send notice of a public meeting to property owners within 300 feet of the subject property not less than 14 days prior to the meeting date.

b. ~~The public meeting shall be scheduled to be held in the same manner as a public hearing, as set forth in GHMC 19.03.003.~~ Notice of the public meeting shall be posted on the subject property not less than 7 days prior to the meeting date. The posted notices shall be posted as required by GHMC 19.03.001(A)(1).

c. Notice of the public meeting shall be published in the city's official newspaper not less than 7 days prior to the meeting date.

d. The notice of the public meeting shall contain all items listed in GHMC 19.03.003(A).

e. The board shall hold a public meeting on the application or the portion of the application.

f. After the public meeting, the city staff shall draft the board's preliminary recommendation or recommendation on the application or portion thereof.

g. Once the board makes a recommendation on a complete application has received a recommendation from the board, an open public hearing before the hearing

examiner shall be scheduled for the application or both the application and the underlying permit application.

f. Notice of the public hearing shall be sent as provided in GHMC 19.03.003.



COMMUNITY DEVELOPMENT DEPARTMENT

Staff Memo for March 15, 2007 Planning Commission/DRB meeting:

1A: Setback Requirements

Current Problem:

Setbacks for single-family development (which includes duplexes) are found in the Design Manual. Setbacks for multi-family and nonresidential are found in the zoning district chapters. Some zones that allow single-family and duplex development do not reference the Design Manual setbacks; however, the Design Manual standards apply to all single-family or duplex development. In addition, the DRB is not allowed to modify setbacks – they must be modified by the variance process; so there is no purpose for the location of single-family setbacks standards in the Design Manual. These conditions confuse developers as they do not know the correct setbacks or what process can be used to amend them. Since setbacks are typically located in the development standards of a zoning district chapter, developers are not aware to check the Design Manual.

Process Improvement:

The setbacks stated in GHMC 17.99.290, which are for single-family and duplex development, will be transferred to each zoning district chapter which allows single-family or duplex development. Historic district setbacks will be retained in the Design Manual as they are more closely tied to design standards.

Text Amendment:

1. 17.99.290 Design Manual Residential setbacks.

A. Conform to single-family setback requirements.*

Single-family development shall comply with the setbacks defined for each zone in GHMC Title 17. The following minimum Single-family setbacks are intended to give greater emphasis to front entrances and porches while keeping the garage a subordinate element in the house design. Garages may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

FRONT SETBACK.....	House — 20 feet
	Porch — 12 feet
	Garage — 26 feet
SIDE SETBACK.....	8 feet**
REAR SETBACK.....	30 feet**

* In the PCD-RMD district, the following setbacks apply to single-family development:

* FRONT SETBACK..... House — 15 feet

	Porch — 12 feet
	Garage — 15 feet
* SIDE SETBACK.....	5 feet
* REAR SETBACK.....	15 feet, except that garages may be within three feet of an alley easement.

~~** Garages may be located in the defined side and rear yards , provided they conform to the criteria in GHMC 17.99.490(A)(1).~~

2. Chapter 17.16 Single-Family Residential (R-1)

17.16.060 Development Standards

In an R-1 district, the minimum lot requirements are as follows:

A. Minimum lot area per building site for short plats ¹	7,200 sq. ft.
B. Minimum lot width ¹	70'
C. Minimum front yard setback ²	<u>House: 20'</u> <u>Porch: 12'</u> <u>Garage: 26'</u>
D. Minimum rear yard setback ^{2,3}	<u>30'</u>
E. Minimum side yard setback ^{2,3}	<u>8'</u>

¹A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

²As defined in GHMC 17.99.290 and 17.99.320. Development in the historic district shall comply with the setbacks defined in GHMC 17.99.310 and 17.99.320.

³Garages may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

3. Chapter 17.17 Planned Community Development Low Density Residential (RLD)

17.17.040(B)(4) Performance Standards - General

4. Minimum yards (from the property lines): ~~as defined in GHMC 17.99.290.~~

<u>a. Front yard setback</u>	<u>House: 20'</u> <u>Porch: 12'</u> <u>Garage: 26'</u>
<u>b. Rear yard setback¹</u>	<u>30'</u>
<u>c. Side yard setback¹</u>	<u>8'</u>

d. Garages may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

4. Chapter 17.20 Medium-Density Residential (R-2)

17.20.040 Development Standards

In an R-2 district, the minimum requirements are as follows:

<u>Single-family</u>	<u>Nonresidential</u>
<u>and duplex</u>	
<u>dwellings</u>	

A. Minimum lot area for short plats ¹	7,000 sq.ft./dwelling unit	
B. Minimum lot width ¹	<u>50'</u>	50'
C. Minimum front yard ^{2, 4}	<u>House: 20'</u>	25'
	<u>Porch: 12'</u>	
	<u>Garage: 26'</u>	
D. Minimum side yard ^{4, 5}	<u>8'</u>	7'
E. Minimum rear yard ^{4, 5}	<u>30'</u>	25'
F. Maximum site coverage	40% of the total lot area	
G. Maximum density ³	6 dwelling units/acre	

¹ A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

² In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; , provided, such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors. The other property line abutting a street shall be deemed the side property line. An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

³ A maximum density of up to 7.8 dwelling units per acre may be permitted within a planned residential development, pursuant to Chapter 17.89 GHMC.

⁴ Development in the historic district shall comply with the setbacks defined in GHMC 17.99.310 and 17.99.320.

⁵ Garages associated with single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

5. Chapter 17.21 Planned Community Development Medium Density Residential (RMD)

17.21.040(B)(2) Performance Standards - General

4. Minimum yards (from the property lines). Multifamily or multiple units of single-family on one parcel:

- a. Front, 10 feet
- b. Side, 30 feet
- c. Rear, 30 feet

Single-family on individual parcels: ~~as defined in GHMC 17.99.290.~~

a. Front yard setback	<u>House: 15'</u>
	<u>Porch: 12'</u>
	<u>Garage: 15'</u>
b. Rear yard setback ¹	<u>15', except garages may be within three feet of an alley easement.</u>
c. Side yard setback	<u>5'</u>

6. Chapter 17.24 Multiple-Family Residential (R-3)

17.24.050 Development standards.

In an R-3 district, the minimum lot requirements are as follows:

<u>Single-family</u>	<u>Other residential</u>
<u>and duplex</u>	<u>and</u>
<u>dwellings</u>	<u>nonresidential</u>

A. Minimum lot area for short plats ¹	5,400 sq. ft./dwelling unit	
B. Minimum lot width ¹	<u>50'</u>	50'
C. Minimum front yard ²	House: <u>20'</u>	20'
	Porch: <u>12'</u>	
	Garage: <u>26'</u>	
D. Minimum side yard ⁴	<u>8'</u>	7'
E. Minimum rear yard ⁴	<u>30'</u>	25'
F. Maximum site coverage		60% of the total lot area
G. Maximum density ³		8 dwelling units/acre

¹A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

²In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided, such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors.

³A maximum density of up to 10.4 dwelling units per acre may be permitted within a planned residential development, pursuant to Chapter 17.89 GHMC.

⁴ Garages associated with single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

7. Chapter 17.28 Residential and Business District (RB-1)

17.28.050 Minimum development standards.

In an RB-1 district, the minimum lot requirements are as follows:

	<u>Single-family Dwellings</u>	<u>Other Residential</u>	Nonresidential
A. Minimum lot area (sq.ft.)	<u>7,200</u>	7,200	15,000
B. Minimum lot width	<u>70'</u>	70'	70'
C. Minimum front yard setback ¹	House: <u>20'</u>	20'	20'
	Porch: <u>12'</u>		
	Garage: <u>26'</u>		
D. Minimum rear yard setback ^{1,2}	<u>30'</u>	25'	15'
E. Minimum side yard setback ^{1,2}	<u>8'</u>	7'	10'
F. Maximum impervious lot coverage	<u>50%</u>	50%	60%
G. Minimum street frontage	<u>20'</u>	20'	50'
H. Density	4 dwelling units/acre	4 dwelling units/acre	
I. Maximum gross floor area	<u>N/A</u>	N/A	5,000 sq. ft. per lot

¹If the RB-1 district is located in the historic district defined in Chapter 17.99 GHMC, the setbacks defined in GHMC 17.99.310 and 17.99.320 shall apply. ~~Single-family dwellings in any RB-1 district outside the historic district are subject to the setback standards of GHMC 17.99.290.~~

² Garages associated with single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

J. Any yard abutting a single-family residence shall be required to maintain a 30-foot-wide dense vegetated screen.

8. Chapter 17.30 Residential and Business District (RB-2)

17.30.050 Development standards.

In an RB-2 district, development standards shall be satisfied for all new and redeveloped uses requiring site plan review:

	<u>Single-family and duplex dwellings</u>	<u>Other residential and nonresidential</u>
A. Minimum lot area:	<u>12,000 square feet</u>	12,000 square feet
B. Minimum lot width:	<u>70 feet</u>	70 feet
C. Front yard setback:	<u>House: 20 feet</u> <u>Porch: 12 feet</u> <u>Garage: 26 feet</u>	20 feet
D. Side yard setback ¹ :	<u>eight feet</u>	eight feet
E. Rear yard setback ¹ :	<u>30 feet</u>	15 feet
F. Any nonresidential yard abutting an existing residential use or zone:	40 feet with dense vegetative screening. Easements not having dense vegetative screening are not included;	
G. Maximum density:	Eight dwelling units per acre permitted outright; 12 dwelling units per acre allowed as a conditional use.	

¹ Garages associated with single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

9. Chapter 17.36 General Business District (B-2), Chapter 17.40 Commercial District (C-1) and Mixed Use District Overlay (MUD) Discussion was needed on how to apply residential setbacks to these zones. The Planning Commission decided that the MUD district standards should not change and the B-2 and C-1 districts should read as the RB-2 district as follows:

	<u>Single-family and duplex dwellings</u>
C. Front yard setback:	<u>House: 20 feet</u> <u>Porch: 12 feet</u> <u>Garage: 26 feet</u>
D. Side yard setback ¹ :	<u>eight feet</u>
E. Rear yard setback ¹ :	<u>30 feet</u>

¹ Garages associated with single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

10. No changes are required for the following zones:

DB, B-1, PCD-C, ED, WR, WM, WC, PCD-BP, PCD-NB for the following reasons

- DB, WR, WM and WR are located in the Historic District and the historic district setback standards are not being relocated.

- B-1, PCD-C and PCD-NB only allow residential uses which are above street level nonresidential uses; therefore, no residential setbacks are needed; the nonresidential setbacks will dictate building location.
- ED and PCD-BP do not allow single-family or duplex dwelling development.



COMMUNITY DEVELOPMENT DEPARTMENT

Staff Memo for March 15, 2007 Planning Commission/DRB meeting:

1A: Landscaping Requirements

Current Problem:

Nursery-stock landscape requirements are located in both the Design Manual and Chapter 17.78 Landscaping and Screening. Many of the nursery-stock landscape requirements in the Design Manual are similar to the requirements of Chapter 17.78; however, the process for review of these standards varies substantially. Modification of Design Manual requirements requires DRB review; modification of Chapter 17.78 requirements requires either alternative landscape plan review (17.78.100) or a general variance. When an applicant wants to modify a requirement found in both codes, such as perimeter parking lot landscaping, the applicant must first go to the DRB and then must request an alternative landscape plan or variance. The dual processing makes the development review process cumbersome. In addition, it is not clear in the code that landscape standards exist in both chapters and staff is often requesting revisions due to this. Additionally, Section 17.78.090(A) does not clearly identify that the requirements apply to enhancement corridors; there are some areas of the city where the TPU property is not adjacent to an enhancement corridor. This provides much confusion to applicants in that situation.

Finally, the tree protection barricade specifications (17.99.240(F)(1)) require 4x4 wood posts. Staff has seen where steel fence poles work just as well; is more cost effective and actually does a better job of protecting root systems (less ground disturbance for fence installation).

Process Improvement:

All nursery-stock landscape requirements will be moved to Chapter 17.78. Section 17.78.090(A) will be amended to clearly identify applicability. GHMC 17.99.240(F)(1) will be amended to allow steel posts or 4x4 wood posts.

Text Amendment:

1. 17.99.250 Design Manual Landscaping and screening.

This section is repealed.

A. Conform to all landscaping criteria in Chapter 17.78 GHMC.

No longer applicable

B. Complete landscaping of phased projects within three years.

This requirement becomes the new 17.78.105

C. Choose plantings which are compatible with existing vegetation.

This requirement becomes the new 17.78.045(A)

D. Provide an automatic mechanical irrigation system.

This requirement becomes the new 17.78.045(B)

E. Encourage use of vines or shrubs along blank walls.

This requirement becomes the new 17.78.045(C)

F. Locate vegetation to preserve significant views.

This requirement becomes the new 17.78.045(D)

G. Retain the natural symmetry of trees.

This requirement is combined with 17.99.240(H)

H. Maintain health and fullness of natural vegetation and buffer areas.

This requirement becomes the new 17.99.240(I)

2. 17.99.330 Design Manual Parking lot standards.

This section is modified

A. Use landscaping to screen parking and service areas.

This requirement is already included in 17.78.080(A).

D. Screen or enhance parking lots visible from SR 16.

This requirement becomes the new 17.78.090(C)

E. Provide continuous tree canopy throughout parking lot.

This requirement becomes the new 17.78.080(A)(3) and 17.78.080(B)

3. 17.99.240 Design Manual Natural site conditions.

E. Provide adequate protection for retained vegetation.

This requirement is incorporated into 17.78.050.

F. Protect existing trees during construction.

This requirement becomes the new 17.78.050(E) with the following changes:

Significant vegetation to be retained must be protected during construction by installation of a protective barricade. This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade BEFORE major excavation with heavy equipment begins.

1. BARRICADE REQUIREMENTS

The barricade must be made of cylindrical steel posts or four-inch by four-inch wood posts with chain link fence attached. Fence posts shall be eight feet on center connected with two-inch by four-inch top rails or equivalent support system. Fence height must be a minimum of four feet high.

H. Avoid tree topping. Retain the natural symmetry of trees.

Topping or trimming trees in a manner that alters the natural symmetry of a tree is not allowed unless necessary for safety reasons as certified by an ISA-certified arborist. Trimming of trees shall be done in a manner that preserves the tree's natural symmetry. Topping is prohibited unless recommended by an ISA certified arborist for health or safety reasons. Limbing-up may be appropriate if sufficient crown is retained to preserve the tree's fullness and health.

G. Maintain health and fullness of natural vegetation and buffer areas.

Areas of natural vegetation shall be retained over time. To ensure this, volunteer saplings of coniferous trees should be allowed to grow to replace older, less healthy trees. However, it may be prudent to thin out some saplings to avoid overcrowding if existing trees are healthy and full. A healthy and typical spacing of larger trees in a natural or forested setting is about 12 to 15 feet on center.

Selective thinning and maintenance may be allowed if this spacing is retained, subject to city planning staff approval. The order of preference in trees to be retained under a thinning maintenance program is:

1. Healthy coniferous and madrone trees with a 10-inch or greater trunk diameter;
2. Healthy coniferous and madrone trees with a six-inch or greater trunk diameter;
3. Smaller saplings of coniferous trees; and
4. Deciduous trees.

No trees shall be removed under a thinning and maintenance program if such removal results in tree spacing greater than 15 feet on center, except to remove dying or dangerous trees as determined by a certified arborist. Full under-story shrubbery shall be retained, except to thin out non-native species (e.g., blackberry, scotch broom).

4. Chapter 17.78 Landscaping and Screening.

The following sections are amended or added:

17.78.045 General Provisions.

A. Plant Compatibility. All new plantings must be of a type which will thrive amid existing vegetation without killing or overtaking it. Incompatible plants which require different planting environments or microclimates shall not be mixed. Haphazard mixture of textures, colors and plant types should be avoided. Invasive, nuisance plants on the noxious weed list (state and Pierce County) are prohibited.

B. Irrigation. Planting areas with nursery stock or transplanted vegetation shall include an automatic mechanical irrigation system designed for full coverage of the planting area. Exceptions may be granted for xeriscape plans which require little or no supplemental irrigation. Xeriscape plans shall be prepared by a licensed landscape architect and shall be approved by the planning director.

C. Wall coverage. Blank walls shall include a narrow planting area, where feasible, with shrubs or vines (espaliers) giving coverage to the wall.

D. Preservation of significant views. Views and vistas from public rights-of-way shall be considered when determining placement of vegetation. While it is not the intent to avoid all trees in the foreground of a view, consideration should be given to the expected height of tree and how they might be located to "frame" the view.

17.78.050 Preservation of significant trees.

A. Retention. In the required perimeter landscaping area, applicants shall retain all significant vegetation as defined in ~~Chapter 17.99 GHMC 17.99.590~~. The city encourages retention of trees on the remaining portions of the project sites as well.

If the grade level adjoining a tree to be retained is to be altered to a degree that would endanger the viability of a tree or trees, then the applicant shall construct a dry rock wall or rock well around the tree. The diameter of this wall or well must be capable of protecting the tree. Proof of professional design may be required; or

B. Encroachment into Drip Line. No construction activities shall take place within the drip line of a tree to be retained without extra precautions as recommended by a certified arborist. The applicant may install impervious or compactible surface within the area defined by the drip line of ~~any tree to be retained~~ if it is demonstrated by a qualified arborist that such activities will not endanger the tree or trees. (See the definition of "drip line" in the ~~glossary to Chapter 17.99 GHMC 17.99.590~~.)

C. Other Existing Vegetation. Retention of other existing vegetation for landscaping is strongly encouraged; however, it must be equal to or better than available nursery stock.

D. Areas of native vegetation which are designated as landscape or buffer areas, or which are otherwise retained under the provisions of Chapter 17.99 GHMC, shall be subject to a 10-foot-wide no-construction zone and shall be protected by a ~~protective~~ barricade as defined in ~~GHMC 17.99.240(F)~~ subsection (E) of this section. Clearing, grading or contour alteration is not permitted within this no-construction area unless a qualified arborist provides written documentation that proposed construction activity within the 10-foot setback will not harm existing vegetation within the designated landscape or buffer area.

E. Tree protection barricade. All significant vegetation to be retained must be protected during construction by installation of a protective barricade. This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation with heavy equipment begins. The barricade must be made of cylindrical steel posts or four-inch by four-inch wood posts with chain link fence attached. Fence posts shall be eight feet on center connected with two-inch by four-inch top rails or equivalent support system. Fence height must be a minimum of four feet high.

17.78.060 Requirements for residential landscaping.

A. Perimeter Areas.

1. Notwithstanding other regulations found in this chapter, perimeter areas shall be landscaped. The required width of perimeter areas to be landscaped shall be at least the depth of the required yard or setback area. Areas to be landscaped shall be covered with live plant materials which will ultimately cover 75 percent of the ground area, within three years. One deciduous tree a minimum of two-inch caliper or one six-foot evergreen or three shrubs which should attain a height of three and one-half feet within three years shall be provided for every 500 square feet of the area to be landscaped.

2. A minimum of 40 percent of the required plantings shall be evergreen trees a minimum of six feet in height. ~~For~~ For properties located within the boundaries of the height overlay district referenced in Chapter 17.62 GHMC, ~~T,~~ trees shall be of a species that will ultimately grow to the height of the planned building. In the selection of trees and shrubs, consideration should be given to overall aesthetic impacts at maturity.

B. Buffer Areas. All residential plats shall have a minimum 25-foot buffer consisting of a dense vegetated screen, shall be required along the perimeters of the plat, and the buffer shall be established as a covenant on the final plat. The screening may be achieved through any one or a combination of the following methods:

1. A solid row of evergreen trees or shrubs;

2. A solid row of evergreen trees and shrubs be planted on an earthen berm;
3. A combination of trees or shrubs and fencing where the amount of fence does not exceed 50 percent of the lineal distance of the side to be buffered as well as other plant materials, planted so that the ground will be covered within three years;
4. Use of existing native vegetation which meets the definition of dense vegetative screen.

C. Parking Areas. Parking areas shall be landscaped subject to the standards for parking lots found in ~~Chapter 17.72 GHMC~~ GHMC 17.78.080 and ~~subject to the standards of GHMC 17.99.330.~~

17.78.070 Requirements for nonresidential uses.

A. Perimeter Areas.

1. Notwithstanding other regulations found in this chapter, perimeter areas shall be landscaped. The required width of perimeter areas to be landscaped shall be the required yard or setback area or a total area equivalent to the required yards. Areas to be landscaped shall be covered with live plant materials which will ultimately cover 75 percent of the ground area within three years. One deciduous tree of a minimum of two-inch caliper or one six-foot high evergreen tree or three shrubs which will attain a height of three and one-half feet within three years shall be provided for every 300 square feet of area to be landscaped.

2. A minimum of 40 percent of the required plantings shall be evergreen trees a minimum of six feet in height. ~~For properties located within the boundaries of the height overlay district referenced in Chapter 17.62 GHMC,~~ trees shall be of a species that will ultimately grow to the height of the planned building.

B. Buffer Areas. Where a development subject to these standards is contiguous to a residential zoning district, the zone transition standards of GHMC 17.99.180 shall be met. Where a nonresidential development abuts a residential development in the same zone, then that required perimeter area shall be landscaped the full width of the setback areas as follows:

1. A solid screen of evergreen trees or shrubs;
2. A solid screen of evergreen trees and shrubs be planted on an earthen berm an average of three feet high along its midline;
3. A combination of trees or shrubs and fencing where the amount of fence does not exceed 50 percent of the lineal distance of the side to be buffered as well as other plant materials, planted so that the ground will be covered within three years.

C. Areas Without Setbacks.

1. In those areas where there is no required front yard setback or where buildings are built to the property line, development subject to this chapter shall provide ~~a street trees~~ at an interval of one every 20 feet or planter boxes at the same interval or some combination of trees and boxes, or an alternative.

2. Street trees shall be a minimum caliper of two inches and be a species approved by the city and installed to city standards. Planter boxes shall be maintained by the property owners and shall be of a type approved by the city.

D. Parking Area. Parking areas shall be landscaped subject to the standards for parking lots found in GHMC 17.78.080 ~~and subject to the standards of GHMC 17.99.330.~~

17.78.080 Parking lot and service area landscaping and screening.

The standards of this section shall apply to public and private parking lots, paved service areas, residential parking areas providing spaces for more than 10 cars and all nonresidential uses of land and development.

A. Perimeter Landscaping. In order to soften the visual effects or separate one parking area or paved service area from another or from other uses, the following standards apply:

1. Adjacent to a street or road, the minimum width shall be equal to the required yard for the underlying land use or a strip 10 feet wide, whichever is greater. On all other perimeters the depth shall be a minimum of five feet.

2. Visual screening through one or any of a combination of the following methods:

a. Planting of living ground cover as well as shrubs or small trees which will form a solid vegetative screen at least three feet in height, or

b. Construction of a barrier fence or wall to a height of three feet combined with low-planting or wall-clinging plant materials. Materials should be complementary to building design, or

c. Earth mounding or berms having a minimum height of three feet and covered with shrubs and trees.

3. A continuous canopy of trees shall be planted around the perimeter spaced 20 feet on-center.

~~B. Other Landscaping Required. In addition to the screening required above, nonresidential parking lots shall conform to the landscape standards of GHMC 17.99.330.~~
Interior Parking Lot Landscaping. A continuous canopy of trees shall be planted within the interior of a parking lot as follows:

1. A continuous row of trees, spaced 20 feet on-center, located between each parking row in a minimum five foot wide continuous landscape strip; or

2. Two trees at each end of parking rows and between every nine single-loaded parking stalls, or 18 for double-loaded parking stalls, in planted areas of at least 125 square feet each for single-loaded, or 250 square feet each for double-loaded parking stalls.

3. For buildings eligible for an industrial building exemption, as defined in GHMC 17.99.040, a continuous canopy of interior parking lot trees is not required if the number of trees otherwise required under subsections (B)(1) or (B)(2) of this section are provided around the perimeter of the parking lot, along with any other required perimeter landscaping.

C. Downtown Parking Lots. In addition to the standards of ~~GHMC 17.99.330~~ subsection (B) of this section, parking lots located within the downtown area shall conform to the following:

1. Provision of a minimum of five-foot wide landscaping strip intended to screen and soften the visual impacts of parking lots. Screening may be accomplished through any of the methods described under subsection (A)(2) of this section. In addition to screening, street trees a minimum of two-inch caliper shall be provided at 20-foot intervals.

2. In those instances where parking areas are bordered by more than one street, the strip required in subsection (C)(1) of this section shall only apply to the longest side. All other sides must be screened with a wall, fence, vegetative buffer or combination of these elements at a minimum height of three and one-half feet. The street tree requirements will pertain.

3. In order to protect vision clearances, areas around driveways and other access points are not required to comply with the full screening height standards. The specific horizontal distance exempt from this standard shall be as established in the city of Gig Harbor public works standards.

D. Tree Size and Placement. Trees required under the provisions of ~~GHMC 17.99.330~~ subsections (A)(3) and (B) of this section shall have a clear trunk to a height of at least six feet above the ground and shall have a minimum of a two-inch caliper at planting, unless otherwise specified. Trees shall be planted no closer than four feet from pavement edges where vehicles overhang planted areas.

E. Shrubs and Ground Cover. Required landscaped areas remaining after tree planting shall be planted in shrubs and/or ground cover. The distribution of plants shall be adequate to ultimately achieve 75 percent ground coverage within three years of plantings.

F. Vehicle Overhang. Parked vehicles may overhang landscaped areas up to two feet by wheel stops or curbing.

17.78.090 Screening/buffering from SR-16, the Tacoma City Light right-of-way Tacoma Power Cushman transmission line property and SR-16 interchanges.

A. All development of properties adjacent to SR-16, the Tacoma City Light right-of-way, Tacoma Power Cushman transmission line property, and SR-16 interchange ramps shall be required to leave a buffer between the property line and any development. This buffer shall be a minimum of 30 feet in depth and shall only apply when the property is also within the Enhancement Corridor. The buffer shall conform to all enhancement corridor standards defined in GHMC 17.99.160.

B. Adjacent to SR-16 interchange ramps landscape buffering shall be done according to the standards for perimeter landscaping for residential and nonresidential development. The buffer area shall be covered with live plant materials which will ultimately cover 75 percent of the ground cover within three years. One deciduous tree of a minimum of two-inch caliper or one six-foot evergreen or three shrubs which will attain a height of three and one-half feet within three years shall be provided for every 500 square feet of the area to be landscaped. Forty percent of the required planting shall be evergreen trees a minimum of six feet in height and of a species that will grow to the height of the buildings in the development. All significant vegetation as defined in ~~Chapter 17.99~~ GHMC 17.99.590 shall be retained.

C. Parking lots designed for more than 16 cars shall either be completely screened from SR 16 or be partially screened under the provisions of the enhancement corridor standards in GHMC 17.99.160.

17.78.095 Waterfront view corridor landscaping.

Within the waterfront view corridor, hedges shall conform to the height limits for fences defined in ~~Chapter 17.99~~ GHMC 17.99.340.

17.78.105 Phased projects.

All portions of a site must either be landscaped at the time of first-phase development, or in accordance with one of the following options:

A. Perimeter area landscaping as required under GHMC 17.78.070 is installed around the entire first-phase portion of the site, as though the first-phase portion constituted the entire site. In this situation, phasing lines shall be considered property lines for purposes of determining required landscaping; or

B. The second-phase portion of a site is completed within three years of completion of the first phase as per an approved site plan, or as per a nondevelopment landscape plan. The nondevelopment landscape plan shall be submitted to and approved by the city prior to issuance of any certificates of occupancy on the site. The nondevelopment landscape plan will be required in addition to a second-phase site plan, and shall include a performance assurance device as specified under GHMC 17.78.110.

17.78.120 Maintenance.

A. Whenever landscaping is required under the provisions of this chapter, shrubs and trees in the landscaping and planting areas shall be maintained in a healthy growing condition. Planting beds shall not be located over impervious surfaces. ~~All landscaped areas shall be provided with mechanical automatic underground sprinkler systems designed to~~

~~provide full coverage of landscaped areas.~~ Dead or dying trees or shrubs shall be replaced immediately, and the planting area shall be maintained reasonably free of noxious weeds and trash.

B. Similarly, if necessary, the trees or shrubs shall receive pruning or removal to avoid the creation of a safety hazard or nuisance through excessive shading, overhanging adjacent properties or to preserve a view or scenic vista, subject to the provisions of ~~CGHMC 17.99.240 and 17.99.250.~~



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance
Grease Interceptor/Trap Rules and
Regulations

Proposed Council Action: Recommend
approval of the ordinance as presented
at this second reading

Dept. Origin: Community Development
Prepared by: David Brereton
Director of Operations
For Agenda of: May 14, 2007
Exhibits: Ordinance

Initial & Date

Concurred by Mayor: [Signature] 5/10
Approved by City Administrator: [Signature] 5/10/07
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head: [Signature] 5/9

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION / BACKGROUND

Attached for your consideration is a second reading of an ordinance updating the City's Grease Interceptor/Trap rules and regulations by amending Gig Harbor Municipal Code Sections 13.28.020, 13.28.170, repealing Gig Harbor Municipal Code Sections 13.28.180, 13.28.190 and 13.28, 200, adding a new chapter 13.30 to the Gig Harbor Municipal Code.

The purpose of this ordinance is for the regulation of the installation, maintenance, generation and disposal of Grease Interceptor/Trap waste for the protection of the Public Owned Treatment Works (POTW) and to reduce the operational and maintenance costs of the POTW by preventing the accumulation of grease within the collection system and additional treatment at the POTW. This ordinance shall apply to all users of the POTW in the City of Gig Harbor and to users outside the City by contract or agreement with the City.

Revised from the first reading was:

Section 13.30.040(A) Coffee shops with four or more fixtures have to comply.

Section 13.30.040(B): Eliminated "adult day care facilities." If this referred to adult family day care, we can't impose regulations on them that are more restrictive than regulations imposed on single-family homes. Same analysis for family day care, so keep this in mind if you are

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REGULATING DISCHARGES INTO THE CITY'S SEWER SYSTEM, ESTABLISHING DISCHARGE CRITERIA, REQUIRING RETROFIT COMPLIANCE FOR CERTAIN EXISTING FACILITIES WITHIN EIGHTEEN MONTHS FROM ADOPTION OF THIS ORDINANCE; REQUIRING IMMEDIATE COMPLIANCE FOR NEW FACILITIES, ESTABLISHING DEFINITIONS, DESCRIBING APPLICABILITY AND EXEMPTIONS, ESTABLISHING THE REQUIREMENTS FOR GREASE TRAPS/INTERCEPTORS, THE PROPER SERVICING AND INSPECTION , OPERATION PERMIT REQUIREMENTS, REQUIRED REPORTING, MONITORING, PROCEDURES FOR INSPECTION AND ENTRY BY THE CITY ON PRIVATE PREMISES TO CHECK FOR VIOLATIONS, ESTABLISHING VIOLATIONS AND PENALTIES, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.020, 13.28.170, 13.28.270, REPEALING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.180, 13.28.190 AND 13.28, 200, ADDING A NEW CHAPTER 13.30 TO THE GIG HARBOR MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE OF JULY 1, 2007.

WHEREAS, the increased demand on the City's POTW has necessitated implementing more stringent rules and regulations on waste dischargers; and

WHEREAS, the City desires to protect public health, safety and the environment by requiring that treatment devices be retrofitted in existing development and installed in new development in order to significantly reduce the amount of fats, oils and grease entering the POTW; and

WHEREAS, the City believes that the installation of such treatment devices (called grease interceptors) in new development and as retrofitted in existing development will limit the potential for sewer line stoppages resulting in flooding of businesses, residences and overflows into public spaces and storm drains that discharge into the Harbor and the Puget Sound, as well as reduce the quantity of fats, oils and grease that can not be treated at the treatment plant and enter the Harbor through it's effluent; and

WHEREAS, the City Council desires to adopt a new chapter to cover fats, oils and grease discharged from food service facility's and facilities that impact the operation and maintenance of the City's POTW ; and

WHEREAS, the City's SEPA Responsible Official issued a decision exempting this Ordinance from SEPA under WAC 197-11-800(19); on May 1, 2007; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____ 2007; Now, Therefore,

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

Section 1. Section 13.28.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.020 Definitions. Unless the content specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

* * *

~~M. "Sewage" means a combination of water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm waters as may be present.~~

* * *

Section 2. Section 13.28.170 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.170 Prohibited Discharges.

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters to any public sewer:

~~A. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit;~~

~~B. Any water or waste which may contain more than 100 parts per million, by weight or fat, oil or grease;~~

~~A. C.~~ Any gasoline, benzene naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;

~~B. D.~~ Any garbage that has not been properly shredded;

~~C. E.~~ Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, ~~paunch manure~~ or any other solid or viscous substance

capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works;

D. ~~F.~~ Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;

E. ~~G.~~ Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard in the receiving waters of the sewage treatment plant;

F. ~~H.~~ Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;

G. ~~I.~~ Any noxious or malodorous gas or substance capable of creating a public nuisance.

H. Any discharge that is inconsistent with GHMC Section 13.30.060.

Section 3. Section 13.28.180 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. Section 13.28.190 of the Gig Harbor Municipal Code is hereby repealed.

Section 5. Section 13.28.200 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Section 13.28.270 is hereby amended to read as follows:

13.28.270 Violation – Penalty. ~~Any person, firm, or corporation which violates the provisions of this chapter shall incur a cumulative civil penalty in the amount of \$50.00 per day from the date set for correction thereof, pursuant to Chapter 15.18 GHMC, until the violation is corrected.~~ This chapter 13.28 shall be enforced according to the procedures set forth in chapter 12.17 GHMC. The person authorized to enforce this chapter pursuant to chapter 12.17 GHMC is the Director of Operations or his/her designee.

Section 7. A new chapter 13.30 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

CHAPTER 13.30 GREASE INTERCEPTOR/TRAP RULES AND REGULATIONS

- Section 13.30.010: Purpose, Policy and Administration**
- Section 13.30.020: Definitions**
- Section 13.30.030: Specialized Definitions**
- Section 13.30.040: Applicability**
- Section 13.30.050: Date Required for Compliance**
- Section 13.30.060: Discharge Criteria**
- Section 13.30.070: Requirements for Grease Trap/Interceptors**
- Section 13.30.080: Grease Interceptor Construction**
- Section 13.30.090: Service/Inspection Ports and Inspection Ports**
- Section 13.30.110: Grease Traps**
- Section 13.30.111: Interceptor Pumping**
- Section 13.30.112: Operational Permit Requirements**
- Section 13.30.113: Required Reporting**
- Section 13.30.114: Grease Interceptor Treatment Products**
- Section 13.30.115: Mobile Treatment Processes**
- Section 13.30.116: Facility Closure**
- Section 13.30.117: Monitoring, Inspection and Entry**
- Section 13.30.118: Confidentiality and Proprietary Information**
- Section 13.30.119: Suspension of Service**
- Section 13.30.120: Fees**
- Section 13.30.200: Violations and Penalties**
- Section 13.30.210: Remedies Not Exclusive**

Section 13.30.010. Purpose, Policy and Administration.

A. Purpose. The purpose of this Chapter is the regulation of the installation, maintenance, generation and disposal of grease interceptor/trap waste for the protection of the Public Owned Treatment Works (POTW) and the environment.

B. Policy. The objective of this Chapter is to reduce the operational and maintenance costs of the POTW by preventing the accumulation of grease within the collection system and additional treatment at the POTW. This ordinance shall apply to all users of the POTW in the City of Gig Harbor and to users outside the City who, by contract or agreement with the City, are users of the City's POTW.

C. Administration. Except as otherwise provided herein, the Public Works Operations Director ("Operations Director") or his/her designee shall administer, implement, and enforce the provisions of the Chapter.

Section 13.30.020. Definitions. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

A. "Adequately sized grease interceptor" shall mean an interceptor that does not allow a discharge of Oil and Grease in excess of 100 milligrams per liter (mg/l)

concentrations, or otherwise has not been found by the Operations Director to be contributing grease in quantities sufficient to cause POTW line stoppages or necessitate increased maintenance on the POTW.

B. "Adequately sized grease trap" shall mean a trap that does not allow a discharge of Oil and Grease in excess of 100 milligrams per liter (mg/l) concentrations, solids or otherwise has not been found by the Operations Director to be contributing grease in quantities sufficient to cause POTW line stoppages or necessitate increased maintenance on the POTW.

C. "Administrative Authority" shall be the City Director of Operations.

D. "Approved" shall mean accepted as satisfactory under the terms of this chapter and given formal and official sanction by the Administrative Authority.

E. "Biological pretreatment service" shall mean the application of any additive or enzyme or the use of any other biological means to digest waste in an interceptor that discharge into a public sewer system within the city.

F. "Discharge" shall mean the introduction of waste into a POTW.

G. "Disposal" shall mean the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid or semi-solid grease interceptor/trap waste, grit interceptor waste, and/or sewage into or on any land or water so that such waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

H. "Disposal facility" shall mean a facility at which liquid waste, including but not limited to, grease interceptor/trap waste, grit interceptor waste, and sewage is received, processed, or treated in a manner compliant with all applicable Federal, State, and local regulations.

I. "Disposal facility operator" shall mean an individual who is authorized to accept or reject liquid waste at a disposal facility, and who is authorized to sign a trip ticket, regardless of actual title.

J. "Disposal site" shall mean a permitted site or part of a site at which grease interceptor/trap waste, grit interceptor waste, or seepage is processed, treated and/or intentionally placed into or on any land in a manner compliant with all applicable Federal, State, and local regulations, and at which site said waste will remain after closure.

K. "Emulsifiers" and/or "De-emulsifiers" shall mean any substance or substances which, when added or placed into a grease trap or grease interceptor, will form an oily substance to a milky fluid in which the fat globules are in a very finely divided state and are held in suspension, giving it the semblance of a solution; as the

homogenization of milk emulsifies the fat with the whey forming a smooth milk product.

L. "Existing facility" shall mean any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which started before the adoption of this Chapter.

M. "Fats" shall mean substances that are primarily fatty acid esters of the alcohol glycerol, also called acylglycerols, neutral fats, natural fats, or glycerides. They are the major components of deposit, or storage, fats in plant and animal cells, especially in the adipose (or fat) cells of vertebrates. This term may include any synthesized substance of a like nature.

N. "Food courts" shall mean areas predominantly found in shopping centers or amusement parks and festivals where several food preparation establishments having different owners may be sharing seating space and/or plumbing facilities.

O. "Food service establishment" shall mean any facility that cuts, cooks, bakes, prepares or serves food, or which disposes of food-related wastes and/or which has a local, State, and/or Federal food service permit.

P. "Garbage grinder" shall mean any device, which shreds or grinds up solid or semisolid food waste materials into smaller portions for discharge into the POTW.

Q. "Generator" shall mean a facility that causes, creates, generates, stores, or otherwise produces waste from on-site process operations, whether domestically or commercially generated, or as a byproduct of some domestic or non-domestic activity. The generator is responsible for assuring that the produced waste is disposed of in accordance with all Federal, State and local disposal regulations.

R. "Grease" shall mean fats, waxes, free fatty acids, calcium and magnesium soaps, mineral oils and certain other non-fatty material from animal or vegetable sources, or from hydrocarbons of petroleum origins, commonly found in wastewater from food preparation and food service. Grease may originate from, but not be limited to, discharges from scullery sinks, pot and pan sinks, dishwashing machines, soup kettles and floor drains located in areas where grease-containing materials may exist.

S. "Grease Interceptor" or "Interceptor" shall mean a water-tight receptacle utilized by commercial or industrial generators of liquid waste to intercept, collect, and restrict, the passage of grease and food particles into the POTW to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. See also, definition of "Adequately-sized Grease Interceptor."

T. "Grease Trap" or "Trap" shall mean a water-tight receptacle utilized by commercial generators of liquid waste to intercept, collect, and restrict, the passage of grease and food particles into the POTW to which the receptacle is directly or

indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. See *also*, definition of “Adequately-sized Grease Trap.”

U. “Grease interceptor/trap waste” shall mean any grease, food particles, or organic or inorganic solid or semisolid waste collected and intercepted by a grease interceptor, usually in layers of floatable, suspended, and settleable substances, which are ultimately removed from a grease interceptor for proper disposal. All layers must be removed for disposal.

V. “Grit Interceptor” shall mean a channel or tank that has capacity to allow liquid to slow down and let grit settle out and remain until removed by mechanical means.

W. “Incompatible wastes” shall mean wastes that have different processing, storage or disposal requirements, or whose mixture would inhibit the proper disposal or treatment of each type of waste, or wastes that if mixed may cause a dangerous chemical or physical reaction, including, but not limited to, grease interceptor waste and grit interceptor waste, grease interceptor waste and septic tank waste, seepage and hazardous waste, or any combination or combinations thereof.

X. “Inspection port” shall mean openings, with easily opened covers designed to allow inspectors quick access each compartment of the grease interceptor, and the effluent from the interceptor. A monitoring port is an inspection port large enough to allow temporary installation of monitoring devices such as samplers, strip recorders, flow meters, or other such measuring and/or monitoring devices.

Y. “Inspector” shall mean the Supervisor of the POTW and person or persons designated and under the instruction and supervision of the Supervisor and/or Director of Operations. who are assigned to investigate compliance and detect violations of this chapter.

Z. “Living quarters” shall mean a facility, or an area of a facility, where a person or family has a distinct living area, which includes individual kitchen and bath facilities, utilized solely by that single person or family.

AA. “Manager” shall mean the person, regardless of actual title, immediately on-site at a location conducting, supervising, managing, or representing the activities of a generator, a transporter or a disposer.

BB. “May not” shall prohibit.

CC. “New facility” shall mean:

1. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the adoption of this ordinance, provided that:

a. The building, structure, facility, or installation as constructed, remodeled or modified is located on a site at which no other source is located; or

b. The building, structure, facility, or installation as constructed, remodeled or modified totally replaces the process or production equipment that causes the discharge of pollutants at an existing course; or

c. The production processes or wastewater generating processes of the building, structure, facility or installation as constructed, remodeled or modified are substantially independent of an existing source at the same site. In determining whether these are substantially independent factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

d. Refer to Section 13.30.040(C) for exemptions.

DD. "NPDES" shall mean National Pollutant Discharge Elimination System as administered by the Washington State Department of Ecology.

EE. "Oil and grease" shall mean any material, but particularly biological lipids and mineral hydrocarbons, recovered as a substance soluble in an organic extracting solvent using an appropriate analytical method approved under 40 CFR 136. It also includes other material extracted by the solvent from an acidified sample and not volatilized during the extraction procedure.

FF. "Permittee" shall mean a person issued a permit under this article, including any agent, servant, or employee of the permittee.

GG. "POTW" shall mean Public Owned Treatment Works, which shall include all collection, transmission and treatment facilities.

HH. "Reasonable hours" shall mean any time during which a facility is open for business to the public. It shall also include those times when a facility is closed to the public when a manager, employees, and/or contractors are present at the facility and involved in cleanup or food preparation, or any other business activity.

II. "Seepage" defined as liquid that is allowed to ingress or egress from a tank or piping under existing natural pressures through cracks or imperfections.

JJ. "Sewage" shall mean the liquid and water-carried domestic or industrial wastes from dwellings, commercial establishments, industrial facilities and institutions, whether treated or untreated. The terms "waste" and "wastewater" shall be deemed as sewage by definition.

KK. "Shall not" shall prohibit.

LL. "Spill" shall mean the unpermitted, accidental or intentional loss or unauthorized discharge of grease interceptor waste, grit interceptor waste, seepage, any other liquid waste, a chemical (hazardous or non-hazardous), or any other material that has the potential to contaminate any surface or ground water or in any other manner such that the waste is not legally disposed.

MM. "Shopping center" shall mean a group of architecturally unified commercial establishments built on a site that is planned, developed, owned, and managed as an operation unit for sale or lease, with on-site parking in definite relationship to the types and sizes of stores at the site.

NN. "Strip Mall" shall mean a line of stores fronted by uniform parking spaces or a small common parking lot. For the purposes of this Chapter, Strip Malls and Shopping Centers are considered to be the same.

OO. "Transporter" shall mean a hauler who transfers waste from the site of a generator to an approved site for disposal or treatment. The transporter is responsible for assuring that all Federal, State and local regulations are followed regarding waste transport.

PP. "Trip ticket" shall mean the written, multi-part form used as documentation and required to be in the possession of the generator, transporter, and disposer to document the generation, receipt, transportation, and disposal of grit interceptor waste, grease interceptor waste, seepage, and other liquid wastes enabling legal and proper disposal of hauled grit interceptor waste, grease interceptor/trap waste, and seepage at a permitted or registered disposal site, and specifying the identity of the generator, transporter, and disposal facility operator of liquid wastes and the volume of grit interceptor waste, grease interceptor waste, seepage, and other liquid wastes disposed.

QQ. "Waste" shall mean the liquid and water-carried domestic or industrial wastes from dwellings, commercial establishments, industrial facilities and institutions, whether treated or untreated. The terms "sewage" and "wastewater" shall be deemed as waste by definition.

Section 13.30.040. Applicability.

A. Discharge of waste. Waste, which contains grease, shall be discharged into the POTW system only as set forth in this Chapter. The following facilities shall discharge all waste from sinks, dishwashers, drains, and any other fixtures through

which grease may be discharged, into an adequately sized, properly maintained and functioning grease interceptor/trap before the discharge enters the POTW, as well as a grease interceptor effluent inspection port.

1. Every commercial food preparation and food service facility, including but not limited to bakeries, boardinghouses, butcher shops, cafes, clubhouses, coffee shops (with four or more fixtures), commercial kitchens, correction facilities (prisons), delicatessens, fat rendering plants, ice cream parlors, hospitals, meat packing plants, restaurants, schools, slaughter houses, soap factories, and similar facilities, especially where meat, poultry, seafood, dairy products or fried foods are prepared or served.

2. All shopping centers that have food processing facilities.

3. All food courts.

4. All other facilities discharging grease in amounts that, according to this Chapter, will, alone or in concert with other substances from the discharges of other facilities in the opinion of the City, have a reasonable chance to impede or stop the flow in the POTW or require additional treatment.

B. Grease Interceptors Required. All new areas of intensified dwelling, including, but not limited to; assisted living facilities, convalescent homes, day nursing and childcare facilities, sanitariums, hotels, maternity homes, motels in which there is a commercial food preparation service, nursing homes, retirement homes, in which food preparation occurs as defined in Section 13.30.040 (A) above.

C. Exemptions. Modifications to existing facilities that do not add new buildings or new grease generating activities are exempt from this requirement. Adult family homes and family day care facilities are exempt.

D. Grease Interceptors Not Required. Interceptors shall not be required for single-family residences, duplexes, triplexes, quadplexes, or apartment complexes, unless the City first determines there are discharges from the property that will create problems in the POTW. The determination shall be made based upon an investigation of the property, and a comparison of the content and amount of discharge from the property with the discharges of other properties similar in size and use. Upon a determination that the discharges will create problems in the POTW, the Supervisor of the POTW may require the installation of an adequately sized grease interceptor to treat the discharges.

E. Review to Determine Applicability. All Building and Plumbing applications shall be reviewed with the submission of the City's "Grease Trap/Interceptor Installation Guidelines" to determine the need for an interceptor or trap.

Section 13.30.050. Date Required for Compliance

A. Within 18 months after the effective date of the ordinance adopting this Chapter 13.30 GHMC, an existing facility (excepting those existing facilities described in section 13.30.040 above as not requiring a grease interceptor) shall be required to install an approved, adequately sized, and properly operated and maintained grease interceptor when any of the following conditions exist:

1. The existing facility is found by the Supervisor of the POTW to be discharging grease in quantities in excess of 100mg/L fats, oils and grease.

2. The existing facility is remodeling the food preparation or kitchen waste plumbing facilities in such a manner to be subject to a building/plumbing permit issued by the Building and Fire Safety Division.

3. The existing facility has an interceptor/trap which allows a discharge of fats, oil or grease in excess of 100 mg/l.

B. The owner of existing facilities equipped with an undersized grease interceptor as verified from data collected by the POTW Supervisor verifying interceptor inability to treat discharge flows shall, within 18 months after the effective date of the ordinance adopting this Chapter 13.30 GHMC install an adequately sized grease interceptor in accordance with the requirements of this Chapter.

C. Existing facilities that have no or inadequate means of grease treatment shall be required by this Chapter to install a grease interceptor within 18 months of the effective date of the ordinance adopting this Chapter.

D. New facilities required by this Chapter to maintain a grease interceptor shall install such a unit prior to commencement of discharge to the POTW.

E. Any requests for extensions to installation dates must be made in writing to the Director of Operations, at least thirty (30) days in advance of the compliance date. The written request shall include the reasons for the grease generator's failure or inability to comply with the compliance date set forth, the additional time needed to complete the remaining work, and the steps to be taken to avoid future delays. The Director of Operations shall determine the date for compliance.

Section 13.30.060. Discharge Criteria.

In addition to the prohibitions outlined in Chapter 13.28.170 of the Gig Harbor Municipal Code, the following prohibitions shall apply.

A. Where oil and grease are a byproduct of food preparation and/or cleanup, reasonable efforts shall be made to separate waste oil and grease into a separate container for proper disposal. Except as contained in byproducts of food preparation and/or clean up, waste oil and grease shall not be discharged to any drains or grease interceptors. Such waste shall be placed in a container designed to hold such waste and either utilized by industry or disposed of at suitable locations.

B. None of the following agents shall be placed directly into a grease interceptor/trap, or into any drain that leads to the interceptor:

1. Emulsifiers, de-emulsifiers, surface active agents, enzymes, degreasers, or any type of product that will liquefy grease interceptor wastes,
2. Any substance that may cause excessive foaming in the POTW or;
3. Any substance capable of passing the solid or semi-solid contents of the grease interceptor/trap to the POTW.

C. The influent to interceptors shall not exceed 140 degrees Fahrenheit (140 F). The temperature at the influent inspection port shall be considered equivalent to the temperature of the influent.

D. Toilets, urinals, and other similar fixtures shall not discharge through a grease interceptor.

E. All waste shall only enter the grease interceptor/trap through the inlet pipe.

F. Where food-waste grinders are installed, the waste from those units shall discharge directly into the building drainage system without passing through a grease interceptor. Living quarters, as defined in this chapter, are exempted from this requirement.

G. Discharge of Oil and Grease in excess of 100 milligrams per liter (mg/l) concentrations are not allowed.

H. The Uniform Plumbing Code Section 1015.0 additionally prohibits the discharge from "dishwashers" into any grease trap unless specifically required or permitted by the Authority Having Jurisdiction.

Section 13.30.070. Requirements for Grease Interceptor/Traps

A. All commercial and industrial facilities dealing with grease shall, at the permittees' expense and as required by the Director of Operations.

1. Provide an adequately sized grease interceptor/trap. Requirements for grease interceptor/trap sizing and the design criteria are set forth in this section.
2. Locate the interceptor/trap in a manner that provides ready and easy accessibility for cleaning and inspection.
3. Unless otherwise specified by the Director of Operations, service the interceptor every 120 days, traps require weekly maintenance or at a frequency as determined by the Director of Operations. Maintain backup

copies of trip tickets and a service log, on the premises of the facility, for at least three (3) years.

4. Reports must be available to the Director of Operations, as defined in Section 13.30.113 GHMC.

5. Allow inspection of the facility and of records by inspectors during reasonable hours.

B. Requirements for Grease Interceptor/Trap Sizing and Design Criteria

1. Size, type, and location of grease interceptor/traps shall be in accordance with the manufacturers' instructions, the requirements of City of Gig Harbor Municipal Code and/or Public Works Standards.

2. Applicability: These requirements are applicable to all commercial food service establishments, including those that are undergoing the following:

a. New construction

b. Interior remodeling to accommodate expansion or operational modifications

c. Changes of ownership/occupancy or use.

d. Facilities which may be experiencing difficulty in achieving compliance with maintenance and/or wastewater discharge limitations.

3. Sizing Requirements:

a. Sizing methods described herein are intended as guidance in determining grease interceptor/trap sizes that will afford the POTW a minimum degree of protection against grease and other obstructing materials. Sizing determinations are based on operational data provided by business owners or their contractors. In approving a generators plumbing or grease interceptor/trap design, the city does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under this Chapter. It is the responsibility of the generator and/or contractors to insure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations.

Note: The following sizing criteria for grease traps are to be used only in the case of an existing establishment with no physical capability of installing a grease interceptor. All new facilities will be required to install a grease interceptor according to the sizing criteria in the interceptor sizing guidelines within section 13.30.070 B. 5.

b. Formulas found in Section 3. d. and 4. below shall be used to determine adequate grease trap sizing.

c. In the circumstance of “single service kitchens” with no food preparation (heat/serve only), and which use only paper service items, a minimum 50 gallon per minute (gpm) flow rated, or 100 pound grease retention, mechanical grease trap may be used. The trap must be readily accessible for cleaning and maintenance.

d. Recommended Ratings for commercial Grease Traps

Type of fixture	Rate of flow in gpm	Grease retention capacity rating, in pounds	Recommended maximum capacity of fixture connected to trap, in gallons
Restaurant kitchen sink	15	30	37.5
Single compartment scullery sink	20	40	50.0
Double compartment scullery sink	25	50	62.52
Single compartment sinks	25	50	62.52
Double compartment sinks	35	70	87.5
Dishwasher for restaurants: *Dishwashers shall not be connected to Grease Traps			

4. Grease Trap Sizing Formulas:

It is the responsibility of the generator and his/her contractors to ensure that the wastewater discharged from their facility is in compliance with the City’s discharge limitations. For the purpose of plans review, a general assessment of grease trap design and size will be performed using the following formulas. (These formulas have been demonstrated as industry standards capable of achieving the City’s discharge criteria when systems are maintained in proper conditions.)

Method 1: Uniform Plumbing Code

**TABLE 10-2
Grease Traps**

Total Number of Fixtures Connected	Required Rate of Flow per Minute, Gallons	Grease Retention Capacity, Pounds
1	20	40
2	25	50
3	35	70
4	50	100

**TABLE 10-2
Grease Traps (Metric)**

Total Number of Fixtures Connected	Required Rate of Flow per Minute, Liters	Grease Retention Capacity, kg
1	76	18
2	95	22
3	132	31
4	189	45

5. Grease Interceptor: Where sizing formulas result in determination of an exterior grease interceptor less than 750 gallons in capacity, minimum size shall be 750 gallons.

The size of a grease interceptor shall be determined by the following formula:

$$\text{Number of meals Per Peak hour (1)} \times \text{waste flow rate (2)} \times \text{retention time (3)} \times \text{storage factor (4)} = \text{Size Requirement (liquid capacity)}$$

(1) Meals served at the Peak Hour:

The number of meals served at the peak hour is obtained by multiplying the number of seats by 60, and dividing by the estimated time it takes for a patron to eat. For new restaurants, it may be estimated to be equal to the seating capacity. For restaurants with drive-through service, the estimated drive-through service rate at peak hour should be included. In rest homes, camp kitchens and other similar kitchens, the peak meals would be equal to the occupant load.

(2) Waste Flow Rate:

- | | |
|--------------------------------|---------------|
| a. With dishwashing machine | 6 gallon flow |
| b. Without dishwashing machine | 5 gallon flow |
| c. Single service kitchen | 2 gallon flow |
| d. Food waste disposer | 1 gallon flow |

- (3) Retention Times:
 - a. Commercial kitchen waste/dishwasher 2.5 hours
 - b. Single service kitchen single serving 1.5 hours

- (4) Storage Factors:
 - a. Fully equipped commercial kitchen 8 hour operation =1
 - b. 16 hour operation=2
 - c. 24 hour operation=3
 - d. Single service Kitchen =1.5

Additional information and assistance about sizing and installation can be obtained through the Division of Fire and Building Safety and/or the Public Works Operations/Engineering Divisions of the City of Gig Harbor.

6. Alternate Sizing Formulas/Proposals.

Facilities that propose the use of alternate sizing techniques and/or procedures that result in specifications that differ from calculated requirements (or are less than the MINIMUM 750 gallon requirement), must submit formulas and other bases to the Director of Operations to support proposed grease interceptor size/installation. Submission should also provide documentation of the generator's ability to meet effluent quality requirements. The generator's proposal must be signed by an engineer licensed in the state of Washington. The Director of Operations shall make the final decision on any installation.

7. Construction/Installation: All permitting, construction, and inspection activities must be completed in accordance with the Gig Harbor Municipal Code and Public Works Standards. Additionally, the following specifications must be incorporated into grease interceptor design.

- a. The grease interceptor shall be constructed with a minimum of two chambers or shall have a minimum of two tanks in series.

- b. There must be inlet and outlet tees made of 6" schedule 40 PVC installed. The inlet tee should extend down approximately one-third the depth of the interceptor from the top and the outlet tee should be located twelve inches off of the bottom of the interceptor.

- c. Grease interceptors are to be installed at a minimum distance of 10 ft. from sinks and dishwashers to allow for adequate cooling of wastewater. Water temperatures must be less than 140 degrees F. prior to entering grease interceptor.

- d. All grease bearing waste streams should be routed through an appropriate grease interceptor, including: three-compartment sinks,

pot/pan sinks, soup kettles, hand-washing sinks, dishwashers, mop sinks and floor drains.

Notable Exceptions: Drains that receive "clear waste" only, such as from ice machines, condensate from coils and drink stations, may be plumbed to the sanitary system without passing through the grease interceptor with the condition that the receiving drain is a "hub" type that is a minimum of two inches above the finished floor.

e. All exterior or recessed Grease Interceptors are to be installed with an Effluent Sampling Well, equivalent to: a. Parks Equipment Services Sample Well SWB-9; b. American Industrial Pre-Cast Products Test well; or c. Uopnor Sample well. Sample wells will have a 15" diameter access Cover and a minimum 4" drop from inlet to outlet piping through the sampling well. Mechanical Grease Traps and Interceptors that are installed above ground must be equipped with an influent flow regulator and an effluent valve assembly that allows for sample collection.

8. Generator Responsibilities: It is the responsibility of the generator to insure compliance with the City of Gig Harbor's discharge limitations.

Hazardous wastes, such as acids, bases, grease emulsifying agents strong cleaners, pesticides, herbicides, heavy metals, paint, solvents, gasoline or other hydrocarbons, shall not be disposed of where they would go through grease interceptors or grit traps. If commercial dishwashers are discharged through a grease interceptor, care must be taken in system design. Dishwashers use detergents and elevated water temperatures that will melt grease. If the interceptor is either too small or too close to the commercial dishwasher, grease may pass through the interceptor and into the collection system. Relocation and upsizing may be required to comply with City discharge requirements.

Generators are responsible for maintaining grease interceptors in continuous proper working condition. Further, generators are responsible for inspecting, repairing, replacing, or installing apparatus and equipment as necessary to ensure proper operation and function of grease interceptors and compliance with discharge limitations at all times.

Interceptors shall be maintained with a minimum frequency of every 120 days to ensure proper function. The interceptor shall be maintained more frequently if needed to meet the city's discharge criteria. If, in cooperation with the Supervisor of the POTW, frequency of cleaning can be extended, without degradation of interceptor effluent, an alternative schedule can be approved. Records of maintenance are required to be maintained on site for three (3)

years. (120-day maintenance frequency assumes proper sizing and installation consistent with this requirement.

Enzymes, solvents, and emulsifiers are not permitted, as they will only change the form of grease, allowing it to be carried out of the interceptor with the wastewater and deposited in the collection system (POTW). Biological treatment systems must be pre-approved by the Director of Operations. These systems will not alleviate the necessity for inspection and proper maintenance

Section 13.30.080. Grease Interceptor Construction.

A. Any generator responsible for discharges requiring a grease interceptor shall, at his/her expense and as required by the City, provide plans and specifications for equipment and facilities of a design type and design capacity approved by the Public Works Operations/Engineering Division of the City of Gig Harbor. The grease interceptor must be in compliance with the Gig Harbor Municipal Code and Public Works Standards. The generator shall locate the interceptor in a manner that provides easy accessibility for cleaning and inspection and maintain the interceptor in effective operating condition. Representatives of the Public Works Operations/Engineering Division shall inspect and approve the interceptor during construction and upon completion before any service connections are made.

B. Construction of items listed herein in accordance herewith or in accordance to the city's specifications shall not constitute a defense to unlawful discharge and shall not limit the generator's liability for any surcharge stated in this Chapter.

C. If the Director of Operations determines that there is a need for installation or upgrading of sample ports or grease interceptors on an existing facility, he/she shall direct the generator to install necessary improvements to bring existing facility into compliance.

D. Where process wastewaters are generated in only part of the facility, the process wastewaters may, at the option of the Director of Operations, discharge into a grease interceptor servicing only those areas, as long as the interceptor is of adequate capacity and is not connected to any restroom facility.

E. The Director of Operations may waive the requirement for a grease interceptor, provided the grease generator can verify that only domestic sewage is being discharged, with no floor drains or process water. The Director of Operations may require testing by the generator in connection with this request, with all costs for this testing being at the generator's expense.

Section 13.30.090. Service, Inspection and Monitoring Ports.

A. Except for grease traps, each interceptor shall be located outside of a building or structure in an area accessible for service, and so installed and connected that it shall be at all times easily accessible for inspection, and for cleaning and removal of the intercepted waste. Inlet inspection ports, interceptor inspection ports, and effluent monitoring ports shall be in areas where vehicles may not temporarily block access to inspection. The use of ladders or the removal of bulky equipment or stored materials in order to inspect inlet flow, inspect or service interceptors, or sample interceptor effluent shall be unacceptable. Inspection ports and monitoring ports shall be located so as to allow inspectors quick and easy access to the inlet flow, each compartment of the interceptor, and the effluent from the interceptor. An interceptor shall not be installed in any part of a building where food is handled. The location of all interceptors, inspection ports, and monitoring ports shall meet the approval of the Director of Operations and shall be shown on the approved building plans.

B. A one-piece removable metal plate covering the entire interceptor shall be preferred as an interceptor inspection port, though at the discretion of the Director of Operations, standard manhole ports with risers may be installed over each divider in the interceptor, but in either case all parts of the interceptor shall be easily accessible for cleaning and visual inspection. A monitoring port shall be provided for ease in sampling the treated effluent from the interceptor and shall be as close as possible to the connection with the city sewer within the bounds of the facility property. The port shall be installed according to the specifications of the Director of Operations. The port shall be installed and maintained at the generators expense. A generator shall properly place, monitor, and maintain the monitoring port so that wastewater samples taken from the monitoring port are representative of wastewater leaving the interceptor. It shall be unlawful for a grease generator to divert sewage around a monitoring point into the POTW.

Section 13.30.110. Grease Traps.

A. In the event that an outside grease interceptor is not practical, a grease trap may be installed subject to the approval of the Director of Operations. In addition to the regular requirements of grease interceptors, grease traps are subject to the additional requirements. Refer to Note in Section 13.30.070 B.3. Facilities using five or more fixtures shall install a minimum 750 gallon grease interceptor.

B. General requirements.

1. The location of such interceptors shall be in as close proximity to the source of wastewater as physically possible.

2. The lid shall be secured to the body and easily accessible and removable with the use of common tools no special tools shall be needed to remove lid. Grease traps and grease interceptors must be watertight and be constructed of materials not subject to excessive corrosion or decay.



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

**Subject: Pierce Transit Gateway
Pedestrian Bridge**

Proposed Council Action:

Consider Pierce Transit's Pedestrian Bridge Conceptuals.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: **May 14, 2007**
Exhibits:

Initial & Date

Concurred by Mayor: CLH 5/9
Approved by City Administrator: DW 5/8
Approved as to form by City Atty: _____
Approved by Finance Director: N/A
Approved by Department Head: BYK 5/8

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

INFORMATION / BACKGROUND

This is an informational item for discussion with Pierce Transit and the City Council on a project update including the “look” and “feel” of a gateway pedestrian bridge. It is anticipated that construction will begin late 2007.

The Peninsula Park and Ride Project consists of the construction of a new park and ride facility located in Gig Harbor on the west side of SR-16 approximately ¼ mile south of the Pioneer Way/Wollochet Drive intersection. The project will be developed and constructed in two phases. Phase I involves construction of 450 to 600 parking spaces and a pedestrian bridge connecting to the existing Kimball Drive Park and Ride located directly across SR-16. This first phase will be able to function independently. Phase II of the project will include an in-line station on SR-16 to facilitate express transit service on SR-16.

Pierce Transit and City of Gig Harbor staff continue to work together towards completion of Phase I of the Peninsula Park and Ride Project. The majority of the pedestrian bridge and all of Phase II median in-line transit station is in WSDOT rights-of-way. Another Stakeholder includes Tacoma Public Utilities (TPU), which owns the existing Kimball Drive Park and Ride property.

This project is an offshoot of the WSDOT Tacoma Narrows Bridge project. It is anticipated that both phases of the Peninsula Park and Ride project will be complete by 2009. The completed project is planned to compliment the overall effectiveness and efficiency of the Tacoma Narrow's Bridges and will have an overall positive impact on traffic circulation including decreased buses on the City Streets. When the transit project is complete, local service will continue to serve the existing Kimball Drive Park and Ride; regional service will serve the new median in-line transit station only.

Pierce Transit has had three public outreach open houses including most recently on May 3rd 2007.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

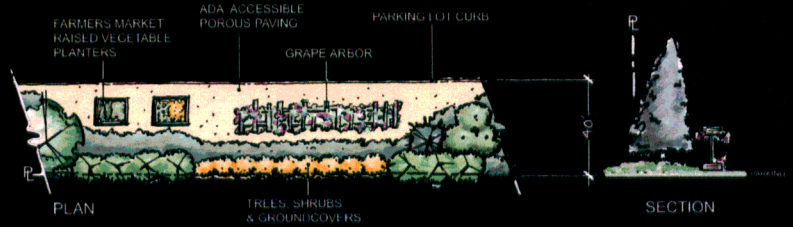
The Design Review Board reviewed the project approximately one month ago.

RECOMMENDATION / MOTION

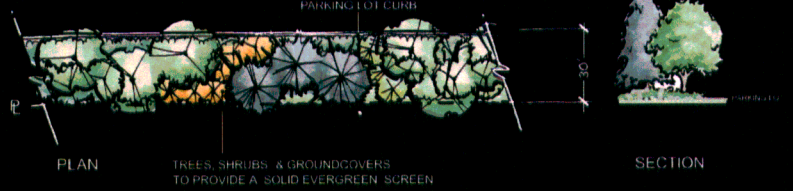
Move to: Consider Pierce Transit's Conceptuals

Site Buffers

40' Farmer's Market Buffer



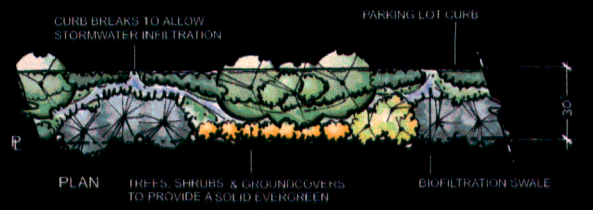
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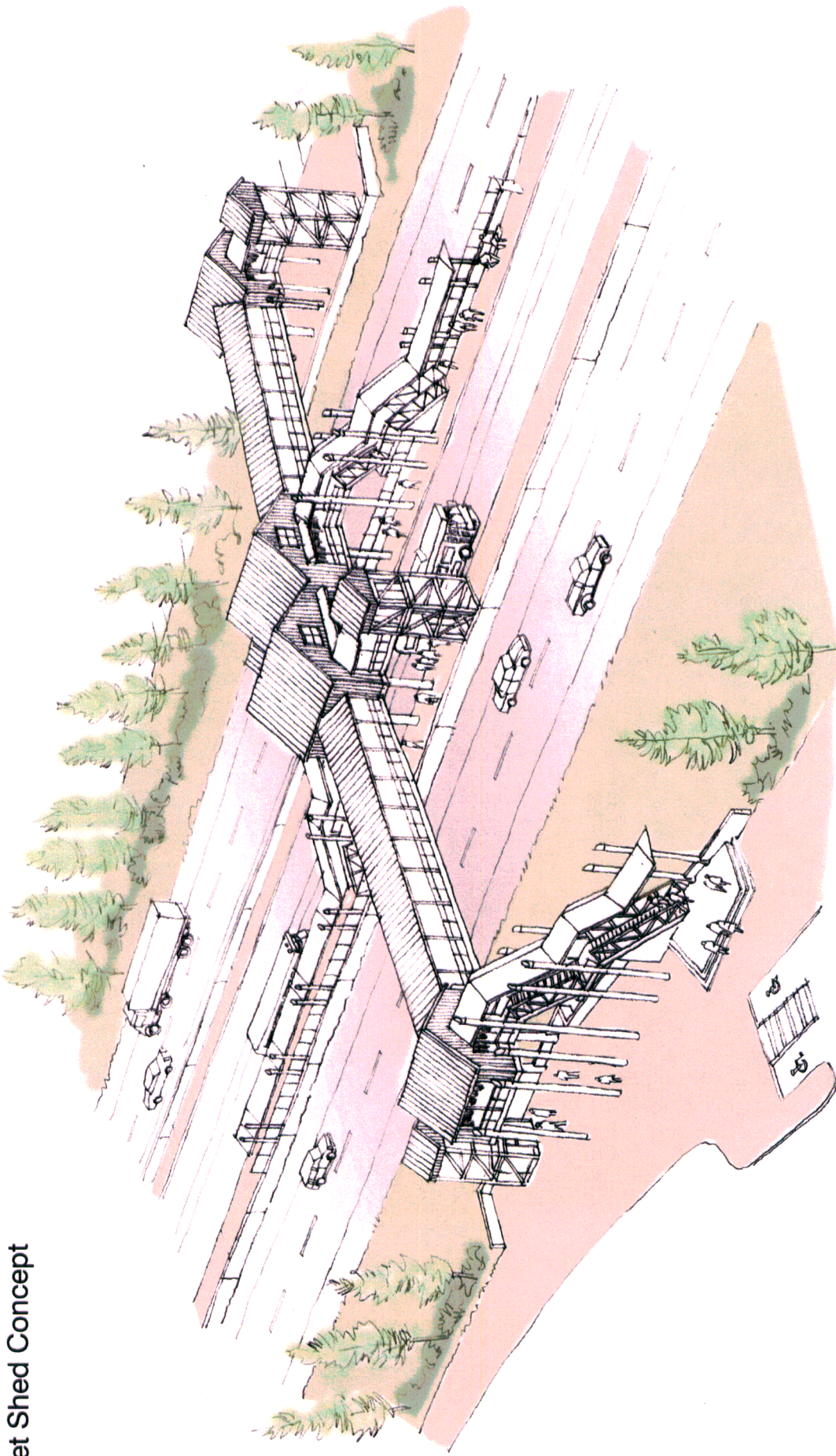
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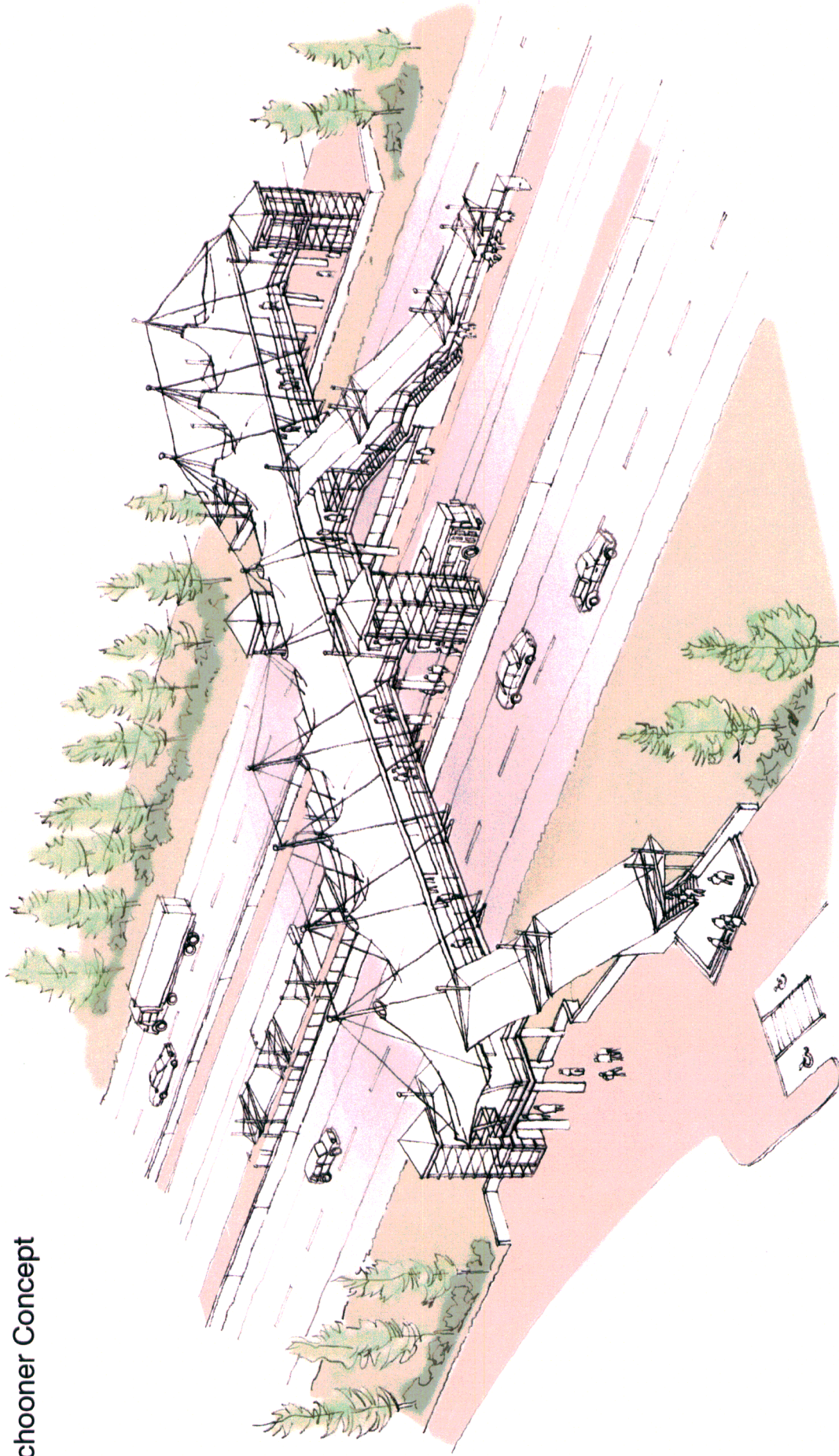
30' Swale Buffer



Net Shed Concept



Schooner Concept



Pierce Transit Peninsula Park & Ride



Big changes will be happening on the Gig Harbor Peninsula with the opening of the new Tacoma Narrows Bridge. With the bridge opening we expect to see a significant increase in transit ridership and vanpool demand. We anticipate that the two new high occupancy vehicle (HOV) lanes and the imposition of a toll will create a surge in demand for new park and ride capacity on the Gig Harbor Peninsula. Pierce Transit has been working with regional partners to meet this demand. The Washington Department of Transportation and the City of Gig Harbor support the project.

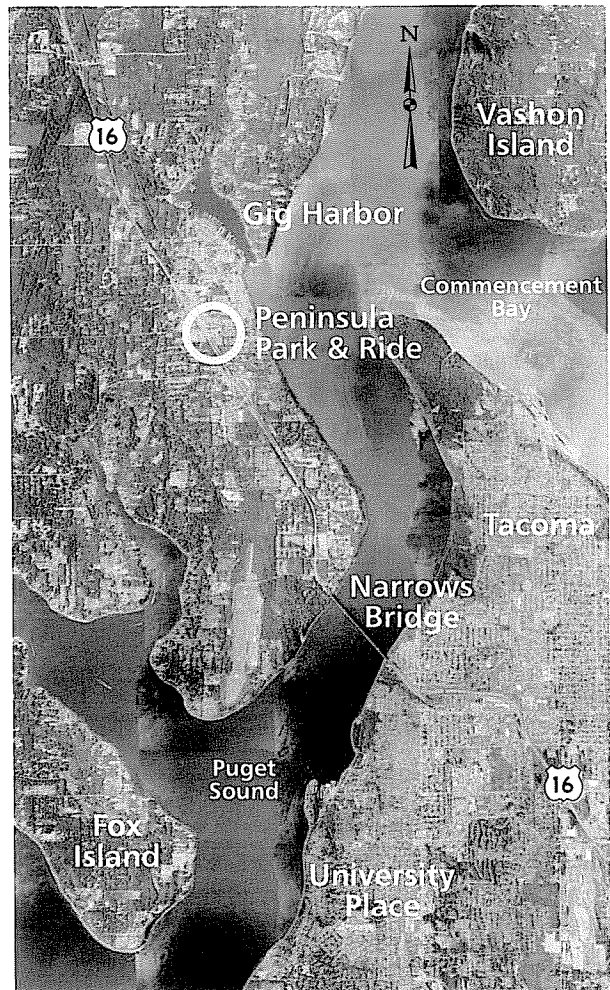
Project Need

In 2008 the Puget Sound area will begin to reap the benefits of a new Tacoma Narrows Bridge. This bridge is designed to alleviate growing congestion and increase the ability of the corridor to move both people and freight safely. The project will increase existing capacity with the first time addition of two HOV lanes and tolls will be imposed on bridge crossings. The **Peninsula Park and Ride** facility is designed to support the increased transit and vanpool ridership expected with the opening of the new bridge. The need for this project was anticipated in the environmental work for the second Tacoma Narrows Bridge. The Peninsula Park and Ride project will have a positive impact on the efficiency and capacity of the new Tacoma Narrows Bridge.

Project Description

The Peninsula Park and Ride is located on the west side of SR-16, south of Wollochet Drive on the Gig Harbor Peninsula. It is located across SR-16 from the existing Kimball Drive Park and Ride lot. The overall project will include a park and ride lot accommodating between 450-600 automobiles. An in-line station will be constructed in the median of SR-16, which will be connected to both the new Peninsula Park and Ride and the existing Kimball Park and Ride facility with a pedestrian bridge. The in-line station will rise from the HOV lanes and the project will necessarily involve modifications to SR-16 in the immediate vicinity of the park and ride facility.

Phase I of the project will include construction of the 450-600 parking stalls and a pedestrian bridge. A second phase will provide for the construction of the in-line station. Until Phase II is implemented, fixed route bus passengers will utilize the pedestrian crossing to pick up the bus at the Kimball Park and Ride facility.



Project Benefits

The project will support increased fixed route bus and vanpool ridership on the Gig Harbor Peninsula. It will help reduce congestion and will increase the people carrying capacity of the new Tacoma Narrows Bridge. It will have a beneficial impact on air quality. Additionally, the project will support planning goals of the City of Gig Harbor and Pierce County, especially in linking communities on both sides of SR-16 with a new pedestrian bridge.

Project Status

Phase I environmental work is complete. FTA made a FONSI in April 2006. Property acquisition and design work are underway. Phase II environmental work is yet to be completed.

Project Schedule

The schedule for Phase I is as follows:

Phase I

Environmental work complete
/FONSI made: 4/06

Final Design: 2/07 - 9/07

Land Acquisition: 4/06 - 7/07

Construction: 9/07 - 9/08

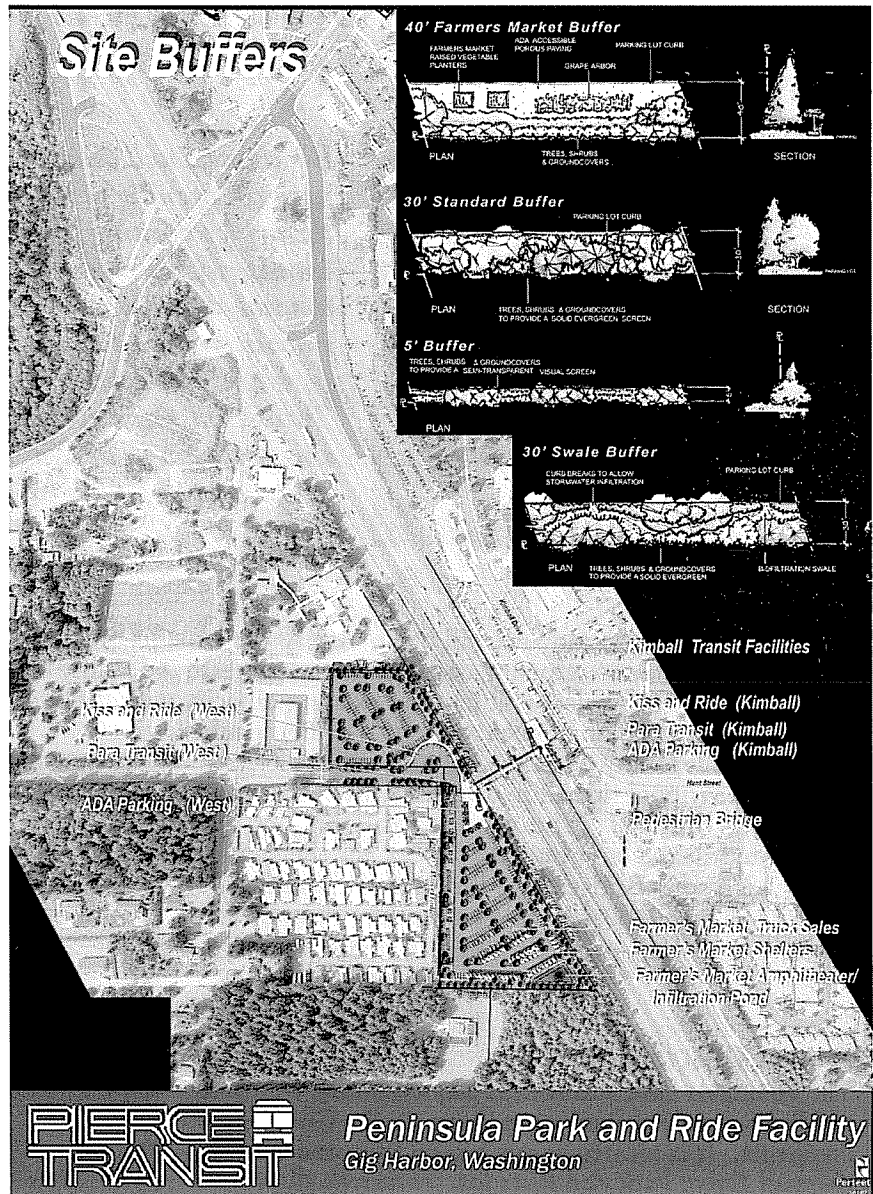
The schedule for Phase II is as follows:

Phase II

Environmental - DCE anticipated: 7/07

Final Design: 7/07 - 11/07

Construction: 11/07 - 11/08



Project Funding

The project is being funded with a mixture of local, state and Federal funds. The cost estimate for the total project is \$22 million. The Phase I cost estimate is \$14.9 million and the Phase II cost estimate is \$7.7 million.

PENINSULA PARK AND RIDE COST ESTIMATE	
PHASE I	\$14,900,000
PHASE II	\$7,700,000
TOTAL	\$22,600,000



Business of the City Council
City of Gig Harbor, WA

Subject: Ordinance – Ordinance Passing Procedures.

Proposed Council Action:

Adopt the attached Ordinance at the Second Reading

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: May 14, 2007

Exhibits: _____ Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *RJK 5/14/07*

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

There is no state law requirement that an ordinance have two readings prior to adoption. The City adopted GHMC Section 1.08.020, which requires that every ordinance have two readings prior to adoption, unless there is an affirmative vote of a majority plus one of the whole membership of the council.

The Council desires to change this procedure so that certain types of ordinances may be adopted after one reading. Carol Morris drafted this ordinance for your consideration.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached Ordinance at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S ORDINANCE PASSING PROCEDURE, ALLOWING FOR CERTAIN ORDINANCES TO BE PASSED ON THE DAY OF THE ORDINANCE'S INTRODUCTION, WITHOUT A DECLARATION OF EMERGENCY, AND ADOPTING THE REQUIREMENTS FOR CHANGES TO ORDINANCES AS SET FORTH IN RCW 36.70A.035, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 1.08.020.

WHEREAS, there is no state law requirement that an ordinance have two readings prior to adoption; and

WHEREAS, the City adopted GHMC Section 1.08.020, which requires that every ordinance have two readings prior to adoption, unless there is an affirmative vote of a majority plus one of the whole membership of the council; and

WHEREAS, the Council desires to change this procedure so that certain types of ordinances may be adopted after one reading; and

WHEREAS, GHMC Section 1.08.020(C) covers amendments to an ordinance, and should be changed to be consistent with RCW 36.70A.035, which describes the manner in which the public shall be provided additional opportunities for public comment and testimony when ordinances dealing with development regulations or comprehensive plan amendments are changed prior to adoption; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this Ordinance is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meetings of May 14, 2007 and May 29, 2007; and

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

Section 1. Section 1.08.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

1.08.020 Adoption.

A. A proposed ordinance:

1. Shall not be adopted on the date of its introduction except as provided in subsection B and C below;
2. Shall only be adopted at a regular meeting except as provided in subsection B below; and
3. Should be reintroduced if not adopted at or prior to the third regular meeting after the introductory meeting. Failure to reintroduce the proposed ordinance shall not affect the validity of any ordinance passed by the city council.

B. Notwithstanding the foregoing, the city council may take action on a proposed ordinance on the day of introduction, or at a special meeting, upon the affirmative vote of a majority plus one of the whole membership of the council.

C. The city council may take action on a proposed ordinance on the day of introduction upon the affirmative vote of a majority of a quorum of the council, if the proposed ordinance is:

1. Determined by the council to be time-sensitive and/or of a routine nature;
2. Ordinances relating to annexations;

D. Amendments.

1. A proposed ordinance that is not a development regulation or comprehensive plan amendment, may be amended at any regular or special meeting of the council, including the introductory meeting; provided, however, that amendments shall not be considered unless the proposed ordinance appears on the official agenda of the meeting at which amendments are proposed.

2. If the city council chooses to consider a change to an ordinance relating to a development regulation or comprehensive plan amendment, and the change is proposed after the opportunity for review and comment has passed under the city's ordinance passing procedures, an opportunity for review and comment on the proposed change shall be provided before the city council votes on the proposed change. An additional opportunity for public review and comment is not required for any of the following situations:

a. An environmental impact statement has been prepared under chapter 43.21CRCW for the pending ordinance and the proposed change is within the range of alternatives considered in the environmental impact statement;

b. The proposed change is within the scope of the alternatives available for public comment;

c. The proposed change only corrects typographical errors, corrects cross-references, makes address or name changes, or clarifies language of a proposed ordinance without changing its effect;

d. The proposed change is to an ordinance making a capital budget decision as provided in RCW 36.70A.120; or

e. The proposed change is to an ordinance adopting a moratorium or interim control adopted under RCW 36.70A.390.

Section 2. 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 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 200_.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 05/08/07
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



Business of the City Council
City of Gig Harbor, WA

Subject: Ordinance – Parks Commission Meeting Dates

Dept. Origin: Administration

Prepared by: Rob Karlinsey

Proposed Council Action:

For Agenda of: May 14, 2007 Exhibits:

Adopt this Ordinance at the second reading.

Initial & Date

Concurred by Mayor:

CLK 5/9/07

Approved by City Administrator:

ROK 5/9/07

Approved as to form by City Atty:

Approved by Finance Director:

N/A

Approved by Department Head:

N/A

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$0, \$0, \$0.

INFORMATION / BACKGROUND

The City desires to establish the meeting date for all of its boards and commissions by resolution instead of ordinance or code. The Parks Commission has been meeting more frequently than the dates established in Gig Harbor Municipal Code Section 2.50.060; and this ordinance will remove the twice a year meeting dates established by this section of the code.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission wishes to meet more than twice a year.

RECOMMENDATION / MOTION

Move to: Adopt this ordinance at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PARKS COMMISSION, ELIMINATING THE DATES OF THE COMMISSION'S REGULAR MEETINGS, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.50.060.

WHEREAS, the City desires to establish the meeting date for all of its boards and commissions by resolution instead of ordinance or code; and

WHEREAS, the Parks Commission has been meeting more frequently than the dates established in Gig Harbor Municipal Code Section 2.50.060; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this Ordinance is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of May 14th and May 29th, 2007; Now therefore,

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

Section 1. Section 2.50.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.50.060 Meetings and staff services.

A. The friends of the parks commission shall meet as established by resolution. ~~shall hold regular meetings on the first Tuesday in March and the first Tuesday in October. Meetings shall be held at the Gig Harbor Civil Center and shall begin at 7:00 p.m. unless otherwise publicly noticed.~~

B. The director of operations shall be responsible for providing administrative and staff services for the commission.

C. The commission shall provide a written report to the city council of its activities within two weeks after every meeting.

Section 2. 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 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 05/09/07
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



Business of the City Council
City of Gig Harbor, WA

Subject: First Reading of Ordinance relating to Transportation Concurrency, allowing the Transfer of Reserved Transportation Capacity from one parcel to another.

Proposed Council Action: Approval of the Ordinance or alternate Ordinance as presented at the second reading.

Dept. Origin: Community Development

Prepared by: Stephen Misiurak, P.E. City Engineer

For Agenda of: May 14, 2007

Exhibits: Ordinance and Alternate Ordinance

Initial & Date

Concurred by Mayor:

Handwritten initials and date: CSH 5/10

Approved by City Administrator:

Handwritten initials and date: RPK 5/10/07

Approved as to form by City Atty:

Blank line for signature

Approved by Finance Director:

Handwritten initials and date: JPD 5/9

Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

Recently, there have been a number of developers requesting the City to allow transfers of capacity granted in a concurrency reservation certificate from one property to another, and in certain limited situations it may be appropriate to allow transfers.

In order to be considered for a trip transfer, the following limitations are applicable:

The Sending Property may only transfer trips one time only and are limited to a maximum of 25 trips.

The City will analyze the impacts of the capacity transfer and if a greater degradation is caused to the City transportation facilities, the trip transfer shall be denied.

This ordinance has a sunset clause of August 1st, 2007.

Council should also be apprised that staff made several inquiries to other Public Agencies to see if they had an equivalent ordinance and none could be located.

FISCAL CONSIDERATION

The applicant will pay for the City traffic analysis and there will be no refund provided should the trip transfer request be denied.

BOARD OR COMMITTEE RECOMMENDATION

This proposed ordinance was presented to the Operations and Special Projects Council Committee meetings on January 31st and May 7th for discussion.

The recommendation of the Committee was to prepare an alternative ordinance that would further restrict the trip transfer between parcels of the same ownership. An alternative ordinance that contains this wording is also included for Council consideration

RECOMMENDATION / MOTION

Move to: Approval of the Ordinance or alternate Ordinance as presented at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION CONCURRENCY, ALLOWING FOR THE TRANSFER OF RESERVED TRANSPORTATION CAPACITY FROM ONE PARCEL OF PROPERTY TO ANOTHER, AS LONG AS THE TRANSFER DERIVES FROM A "SENDING" PARCEL WITH AN ISSUED, VALID TRANSPORTATION CONCURRENCY RESERVATION CERTIFICATE, THE TRAFFIC FROM "RECEIVING" PARCEL WILL HAVE THE SAME TYPE OF IMPACT ON THE CITY TRANSPORTATION FACILITIES, AND THE NUMBER OF TRIPS TRANSFERRED FROM THE SENDING PARCEL TO THE RECEIVING PARCEL DO NOT EXCEED THE NUMBER OF PEAK PM TRIPS RESERVED IN THE SENDING PARCEL'S TRANSPORTATION CRC, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 19.10.017, AND ESTABLISHING AUGUST 1ST, 2007 AS THE DATE THIS ORDINANCE SHALL AUTOMATICALLY TERMINATE WITH NO FURTHER ACTION BY THE COUNCIL.

WHEREAS, a number of developers have asked that the City allow transfers of capacity granted in a Concurrency Reservation Certificate from one property to another; and

WHEREAS, there are certain limited situations where it may be appropriate to allow the transfers of capacity granted in a Concurrency Reservation Certificate from one property to another; and

WHEREAS, the City has discussed the consequences associated with such transfers with its Traffic Consultant; and

WHEREAS, the consequences of such transfers can be analyzed via precise documentation, additional traffic forecasting and modeling and denial.

WHEREAS, the City's SEPA Responsible Official issued a threshold determination of _____ for this Ordinance on _____; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of May 14th 2007; and

WHEREAS, during the City Council's public hearing, the public testimony _____ (fill in after the hearing); Now, Therefore,

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

Section 1. Section 19.10.017 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.10.017 Transfer of Reserved capacity.

A. Except as noted in subsection B. of this Section, and only in the case of transportation concurrency, reserved capacity trips shall not be sold or transferred to property not included in the legal description provided by the applicant in the application for a CRC. The applicant may, as part of a development permit application, designate the amount of capacity trips to be allocated to portions of the property, such as lots, blocks, parcels, or tracts included in the application. Capacity Trips may be reassigned or allocated within the boundaries of the original reservation certificate by application to the director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

B. Transportation Trips may be transferred subject to the following limitations:

1. The donating property transferring the trips is called the "Sending Property." The property accepting the trips is called the "Receiving Property."

2. Whether the capacity is transferred with or without monetary payment is not relevant to the City's determination whether such sale or transfer meets the requirements of this section. In order to document the transfer of trips, the owner of the Sending Property must sign an affidavit stating that he/she grants the specific trips described in the affidavit to the owner of the Receiving Property. In the Receiving Property's application for concurrency, the applicant must ask the City to consider and analyze the traffic impacts of the proposed development on the Receiving Property along with the traffic impacts on the entire City's transportation system, together with the capacity transferred by the Sending Property.

3. Once the City receives the affidavit and a complete application for concurrency from the owner of the Receiving Property, the City shall determine whether or not the CRC for the Sending Property is valid. Trips may not be transferred from CRC's that are expired or where all trips have been "consumed" by the development on the sending property. The Sending Property may transfer trips from a CRC only once.

4. Trip or capacity transfers are limited to a net of twenty-five (25) peak PM trips to the Receiving Property.

5. The City will analyze the capacity intended to be transferred by the Sending Property to the Receiving Property in the CRC, and determine whether or not such transfer will have any negative effect or cause a greater impact on the City's transportation facilities. The City shall perform this test by using its transportation model and forecasting model and all other applicable traffic analysis tools, and the concurrency analysis required by this chapter. This will be performed in conjunction with the concurrency analysis described in this chapter for the development proposed on the Receiving Property, and the fees relating to traffic analyses shall be paid for by the applicant.

6. If the City determines that the proposed trip transfer would cause the level of service on some transportation facilities identified within the City's Comprehensive Plan to decline below the adopted intersection Level of Service Standard, the transfer shall be denied.

7. There is no administrative appeal of the City's decision on trip transfers and the analysis fee shall not be refunded after a determination has been made.

Section 2. 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 3. Effective Date and Sunset Clause. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title. This Ordinance shall automatically terminate and be of no further effect on August 1, 2007. No additional action by the Council shall be required for this Ordinance to terminate on such date.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 200_.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION CONCURRENCY, ALLOWING FOR THE TRANSFER OF RESERVED TRANSPORTATION CAPACITY FROM ONE PARCEL OF PROPERTY TO ANOTHER, AS LONG AS THE TRANSFER DERIVES FROM A “SENDING” PARCEL WITH AN ISSUED, VALID TRANSPORTATION CONCURRENCY RESERVATION CERTIFICATE, THE TRAFFIC FROM “RECEIVING” PARCEL IS THE SAME PROPERTY AS THE SENDING PROPERTY IF SUCH TRANSFER WILL HAVE THE SAME TYPE OF IMPACT ON THE CITY TRANSPORTATION FACILITIES, AND THE NUMBER OF TRIPS TRANSFERRED FROM THE SENDING PARCEL TO THE RECEIVING PARCEL DO NOT EXCEED THE NUMBER OF PEAK PM TRIPS RESERVED IN THE SENDING PARCEL’S TRANSPORTATION CRC, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 19.10.017, AND ESTABLISHING AUGUST 1ST, 2007 AS THE DATE THIS ORDINANCE SHALL AUTOMATICALLY TERMINATE WITH NO FURTHER ACTION BY THE COUNCIL.

WHEREAS, a number of developers have asked that the City allow transfers of capacity granted in a Concurrency Reservation Certificate from one property to another; and

WHEREAS, there are certain limited situations where it may be appropriate to allow the transfers of capacity granted in a Concurrency Reservation Certificate from one property to another; and

WHEREAS, the City has discussed the consequences associated with such transfers with its Traffic Consultant; and

WHEREAS, the consequences of such transfers can be analyzed via precise documentation, additional traffic forecasting and modeling and denial.

WHEREAS, the City’s SEPA Responsible Official issued a threshold determination of _____ for this Ordinance on _____; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of May 14th 2007; and

WHEREAS, during the City Council’s public hearing, the public testimony _____ (fill in after the hearing); Now, Therefore,

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

Section 1. Section 19.10.017 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.10.017 Transfer of Reserved capacity.

A. Except as noted in subsection B. of this Section, and only in the case of transportation concurrency, reserved capacity trips shall not be sold or transferred to property not included in the legal description provided by the applicant in the application for a CRC. The applicant may, as part of a development permit application, designate the amount of capacity trips to be allocated to portions of the property, such as lots, blocks, parcels, or tracts included in the application. Capacity Trips may be reassigned or allocated within the boundaries of the original reservation certificate by application to the director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

B. Transportation Trips may be transferred subject to the following limitations:

1. The donating property transferring the trips is called the "Sending Property." The property accepting the trips is called the "Receiving Property." The Receiving Property must either be the same property as the Sending Property.

2. Whether the capacity is transferred with or without monetary payment is not relevant to the City's determination whether such sale or transfer meets the requirements of this section. In order to document the transfer of trips, the owner of the Sending Property must sign an affidavit stating that he/she grants the specific trips described in the affidavit to the owner of the Receiving Property. In the Receiving Property's application for concurrency, the applicant must ask the City to consider and analyze the traffic impacts of the proposed development on the Receiving Property along with the traffic impacts on the entire City's transportation system, together with the capacity transferred by the Sending Property.

3. Once the City receives the affidavit and a complete application for concurrency from the owner of the Receiving Property, the City shall determine whether or not the CRC for the Sending Property is valid. Trips may not be transferred from CRC's that are expired or where all trips have been "consumed" by the development on the sending property. The Sending Property may transfer trips from a CRC only once.

4. Trip or capacity transfers are limited to a net of twenty-five (25) peak PM trips to the Receiving Property.

5. The City will analyze the capacity intended to be transferred by the Sending Property to the Receiving Property in the CRC, and determine whether or not such transfer will have any negative effect or cause a greater impact on the City's transportation facilities. The City shall perform this test by using its transportation model and forecasting model and all other applicable traffic analysis tools, and the concurrency analysis required by this chapter. This will be performed in conjunction with the concurrency analysis described in this chapter for the development proposed on the Receiving Property, and the fees relating to traffic analyses shall be paid for by the applicant.

6. If the City determines that the proposed trip transfer would cause the level of service on some transportation facilities identified within the City's Comprehensive Plan to decline below the adopted intersection Level of Service Standard the transfer shall be denied.

7. There is no administrative appeal of the City's decision on trip transfers and the analysis fee shall not be refunded after a determination has been made.

Section 2. 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 3. Effective Date and Sunset Clause. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title. This Ordinance shall automatically terminate and be of no further effect on August 1, 2007. No additional action by the Council shall be required for this Ordinance to terminate on such date.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 200__.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

Franciscan Health System

May 8, 2007

Rob Karlinsey
City Manager, City of Gig Harbor
310 Grandview Street
Gig Harbor, WA 98335

Re: Possible Amendment of Gig Harbor Municipal Code to allow for the sale of
Transportation Capacity Reservation Certificates (“CRCs”)

Dear Mr. Karlinsey:

We are aware that the City Council is considering an amendment to the Gig Harbor Municipal Code (“GHMC”) to permit the sale and transfer of Transportation CRCs, a practice that is currently prohibited by GHMC § 19.10.017. The impetus for such an amendment is the possible development of a Boys & Girls Club on Skansie Avenue on the west side of SR 16. Construction of this needed community resource is hampered by the fact that traffic generated by the development will use the Burnham Drive interchange and roundabouts for access. There is no traffic capacity available for either the east or west portions of this interchange and the required substantial mitigation measures are clearly beyond the means of the Boys & Girls Club or, in reality, any single developer.

As you know, Franciscan Health System (FHS) received a conditional use permit for a hospital to be located on Canterwood Boulevard east and north of the SR16/Burnham intersection. It took almost three years for FHS to obtain its permit, primarily due to the fact that the City had granted transportation CRCs for developments along Borgen Boulevard without requiring appropriate mitigation measures to adequately address their transportation impacts to the SR16/Borgen interchange. The Final Supplemental EIS (FSEIS) for the City’s 2005 Comprehensive Plan Amendments, issued April 5, 2006, found that even if the hospital was not built, existing traffic plus the traffic that generated by all the developments that had previously been granted transportation CRCs by the City would cause the level-of-service for the SR16/Borgen interchange to plummet to level “F” (FSEIS on page 45). The FSEIS estimated the cost of fixing the problem at the SR16/Burnham interchange at \$40,000,000.

The developers along Borgen Boulevard whose permitted trips were the real source of the problem had no requirement to help fund a solution to the impending traffic problem. When the magnitude of the problem at the SR16/Burnham interchange was revealed to the City in 2005, it could not go back and impose additional mitigation measures upon those developers. For the hospital to be built, it was

A mission to heal, a promise to care.

1717 South J Street P.O. Box 2197 Tacoma, WA 98401-2197
Phone 253.426.4101 www.fhshealth.org

necessary for the City to temporarily reduce its level of service standards for the SR16/Burnham interchange and for FHS to agree to make substantial improvements to the SR16/Burnham interchange and nearby streets, the cost of which may or may not be reimbursed to FHS.

The Agreement for Construction of Transportation Improvements between the City and FHS, dated August 29, 2006, indicates that the City may (but it is not required to) "require other developers, as a condition of approval of their projects, to pay a proportionate share of the cost of the [improvements to be made to the SR16/Burnham Interchange by FHS] and/or the City may create a street assessment reimbursement district pursuant to Chapter 35.72 RCW, local improvement district or other means of financing [those] improvements." Construction Agreement on page 6. Moreover, under amendments made to the Concurrency Management section of the GHMC (Chapter 19.10) in 2006, all applications for a CRC now require a capacity evaluation and mitigation measures adequate to address adverse impacts upon existing capacity.

A potential problem associated with allowing the sale of transportation CRC's in Borgen/Burnham area is that developers of new projects may have the opportunity to purchase CRCs from before 2005 that do not include requirements for participating in the mitigations required for this soon-to-be failing interchange. In other words, a developer could purchase CRCs that were issued prior to 2005 and thereby be excused from having to contribute to the cost of making the necessary improvements to that interchange to the same extent as developers such as FHS who acquired their CRCs at a later date.

While we commend the City with exploring a creative solution for the much-needed Boys & Girls Club that was not permitted during the previous administration, it is our recommendation that if the City proceeds with an amendment to GHMC Chapter 19.10, it should do so only on the condition that the developer purchasing the CRC will have to comply with all of the requirements of Chapter 19.10 as applied to its proposed development and that mitigation measures, in addition to those associated with the CRC that it is purchasing, may be imposed upon its new development, as appropriate. This is the only way of achieving parity between those who acquired their CRC's after 2004 and developers of proposed projects who should be required to mitigate the currently understood adverse impacts of their developments, regardless of the source of their CRC.

Very truly yours,



Laure Caillouette Nichols
Senior Vice President
Strategic Planning and Business Development

c. Mayor Chuck Hunter



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

Subject: Public Hearing and Resolution for Supplemental Development Agreement by and between the City of Gig Harbor and Harbor Estates LLC, for the Gig Harbor Estates Development.

Dept. Origin: Community Development Dept.

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: May 14, 2007

Exhibits: Original Recorded and Supplemental Development Agreement

Proposed Council Action: Authorize the Mayor on behalf of the City Council to approve via the resolution the Supplemental Development Agreement by and between the City of Gig Harbor and Harbor Estates LLC, for the Gig Harbor Estates Development.

Initial & Date

Concurred by Mayor: CLH 5/10

Approved by City Administrator: CK 5/10/07

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: [Signature]

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

This Supplemental Development Agreement specifies the methodology and timing sequence for the Developer to pay for its fair pro rata share towards the Transportation Improvements located at the Borgen/Canterwood Blvd/SR 16 Interchange. The original terms of the agreement specified payment of a pro rate share percentage of the improvements, but did not specify the methodology or payment schedule.

FISCAL CONSIDERATION

The Developer will be required to pay \$1,912,710 as its pro rata share contribution towards the Interim Interchange Improvements. This agreement specifies that as a condition of obtaining a residential building permit, payment of \$15,939.25 will be required from each and every lot from this 120 residential lot subdivision. Furthermore, if payments for all 120 lots have not been paid within two years from date of issuance of the first building permit for the first home in this plat, the Developer shall pay the amount due for each and the remaining lots for which payment has not been previously paid.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of the City Council to approve the Supplemental Development Agreement by and between the City of Gig Harbor and Harbor Estates LLC, for the Gig Harbor Estates Development.

Return Address:
City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Please print legibly or type information.

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

1. SUPPLEMENTAL DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND DON HUBER, HARBOR ESTATES, LLC

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

1. CITY OF GIG HARBOR

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

1. DON HUBER

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

1. The East half of the Southeast Quarter of the Southwest Quarter of Section 30, Township 22 North, Range 2 East of the Willamette Meridian; except Borgen Boulevard deeded to the City of Gig Harbor through AFN 2000-07-13-0671

Property Tax Parcel Nos.: 02-22-30-3-002

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

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

**SUPPLEMENTAL DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND HARBOR ESTATES LLC, FOR THE
GIG HARBOR ESTATES DEVELOPMENT**

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and **HARBOR ESTATES**, an LLC organized under the laws of the State of **WASHINGTON**, hereinafter the "Developer."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this Supplemental Development Agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Supplemental Development Agreement by and between the City of Gig Harbor and the Developer (hereinafter the "Development Agreement"), relates to the development known as **GIG HARBOR ESTATES**, which is located at: **4000 BORGES BOULEVARD** (hereinafter the "Property"); and

WHEREAS, the City and Developer are parties to a Development Agreement dated July 10, 2006 concerning the Property; and

WHEREAS, the July 10th Development Agreement requires the Developer to pay for a share of certain Transportation Mitigation Improvements as described in that agreement; and

WHEREAS, Section 10.B. of that Development Agreement required a subsequent agreement addressing details of Developer's payment obligation that had not been finalized at the time that agreement was signed; and

WHEREAS, the City and Developer have reached agreement on those details and wish to supplement the July 10, 2006 Development Agreement as set forth below;

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* The Project is the development and use of the Property, consisting of **19.32** acres in the City of Gig Harbor. The **PRELIMINARY PLAT** will describe the Project as **A 120 LOT SINGLE FAMILY HOME SUBDIVISION**.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

Section 3. *Supplemental Development Agreement.* This agreement supplements and clarifies the Development Agreement between the parties dated July 10, 2006, and the two agreements are to be harmonized. To the extent of any conflict between the agreements concerning the payment for Traffic Mitigation Improvements, the terms of this Agreement shall prevail.

Section 4. *Definitions.* As used in this Supplemental Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Ordinance" means the Ordinance which approves this Supplemental Development Agreement, as required by RCW 36.70B.200.

b) "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) "Council" means the duly elected legislative body governing the City of Gig Harbor.

d) "Development Agreement" means the Development Agreement between the parties dated July 10, 2006.

e) "Director" means the City's Community Development Director or Director of Planning and Building.

f) "Effective Date" means the effective date of the Adopting Ordinance.

g) "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

h) "Landowner" or is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 6 of this Agreement.

i) "Plat" refers to the subdivision of the Project site approved by the City.

j) "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 5. *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – legal description of the Subject Property.
- b) Exhibit B- map of subject property.
- c) Exhibit C - map depicting the traffic mitigation and the proportionate share of traffic mitigation for which the pro rata share will be paid by the Developer under the Development Agreement and the Supplemental Agreement.

Section 6. *Parties to Supplemental Development Agreement.* The parties to this Supplemental Development Agreement are:

a) The "City" is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

b) The "Developer" or Owner is a private enterprise which owns the Subject Property in fee, and whose mailing address is **PO BOX 64160, TACOMA, WA 98464.**

c) The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 7. *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 8. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force for a period of three years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 9. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

Section 10. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

Section 11. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 12. Developer's Obligation for Traffic Mitigation Improvements.

A. As a condition of obtaining a residential building permit for a single-family home on each lot within the Plat, the Developer shall initially pay the sum of \$15,939.25 for the TRANSPORTATION MITIGATION IMPROVEMENTS described in the Development Agreement. If the payments for all 120 lots in the Plat have not been paid by a date two years from the date the first building permit for a home in the Plat is issued, the Developer shall upon request from the City, pay the amount due for each of the remaining lots for which payment has not previously been made. These funds paid by the Developer shall be retained by the City in a set aside account to be used for the design and construction of the Transportation Mitigation Improvements.

B. The per lot payment set forth above was calculated by taking the 18.57% share of the Traffic Mitigation Improvement cost assigned to Harbor Estates in the Development Agreement, multiplying by the current cost estimate by the City Engineer

for the Traffic Mitigation Improvements (\$10,300,000) and dividing by the 120 lots (18.57% x \$10,300,000 = \$1,912,710 / 120 = \$15,939.25 per lot). As noted in Exhibit E to the Development Agreement, Developer currently holds reserve capacity for 48 Peak PM Trips (50 lots) and Developer is entitled to a credit for the capacity it holds, reducing its share of the Transportation Mitigation Improvement costs set forth above and also set forth in Exhibit E to the Development Agreement. To account for the possibility that the actual costs of design and construction of the Traffic Mitigation Improvements may exceed the estimate set forth above, the parties have provided in this Supplemental Development Agreement for payment of the entire estimated amount without considering Developer's credit. Upon completion of the Traffic Mitigation Improvements, and acceptance thereof by the City, the City shall prepare an accounting of the actual cost of design and construction. The accounting shall also take into account any funds received by the City for the Traffic Mitigation Improvements from the CERB Grant (as discussed in the Development Agreement) and/or from other sources. If Developer's share of the actual costs, taking into account the credit and these other adjustments is less than what Developer has paid, Developer shall be entitled to reimbursement of the difference from the City within 30 days following completion of the accounting. If Developer's share is more than the amount it has paid, it shall remit the balance owing within 30 days after invoice from the City.

Section 13. Existing Land Use Fees and Impact Fees.

A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code.

Section 14. Phasing of Development. The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed according to the following schedule:

A. Street Improvements.
NO PHASING IS PROPOSED

B. Potable Water and Fire Flow Facilities.
NO PHASING IS PROPOSED

C. Sewer Facilities.
NO PHASING IS PROPOSED

D. Utilities.
NO PHASING IS PROPOSED

E. Parks and Open Space.
NO PHASING IS PROPOSED

Section 15. Dedication of Public Lands. Except as otherwise provided herein, the Developer shall dedicate all public lands required in the permits/approvals within ninety (90) days of the Effective Date of this Agreement. Dedication shall be considered by the City in the following schedule:

A. Parks. With regard to parks within the Subject Property, **NO PUBLIC PARKS WILL BE PROPOSED.**

B. Rights-Of-Way. Within fifteen (15) days of submission of an application for final plat to the City for any phase of the development, the Developer agrees to dedicate any or all road rights-of-way without expense to the City.

Section 16. Default.

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Supplemental Development Agreement and the Code.

Section 17. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

Section 18. Termination. This Agreement shall expire and/or terminate as provided below:

A. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

B. This Agreement shall terminate upon the expiration of the term identified in Section 8 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

Section 19. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 20. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 21. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 22. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the

Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 23. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Supplemental Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

Section 24. Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 25. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 6. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 26. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fess and reasonable staff and consultant costs not otherwise included within application fees. This Supplemental Development Agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the **PLAT** project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 27. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 28. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

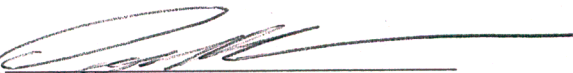
Section 29. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Supplemental Development Agreement by any party in default hereof.

Section 30. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Supplemental Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Development Agreement to be executed as of the dates set forth below:

**OWNER/DEVELOPER:
HARBOR ESTATES, LLC**

CITY OF GIG HARBOR

By 
Its Mayor

By _____
Its Mayor

Print Name: Donald G. Huber
Developer

Address: P.O. Box 64160 Tacoma wa. 98469

Phone: 253-564-6069

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF GIG HARBOR

By _____
Its Mayor

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Attn: Community Development Director

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Donald G Huber 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

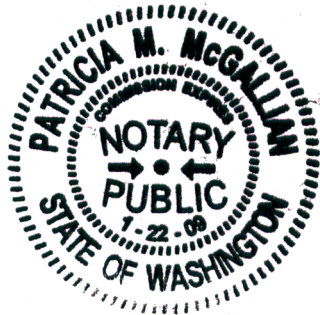
Manager of Harbor Estates, LLC Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-10-2007
Patricia M. McCallie
Patricia M. McCallie

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

Kitsap County
My Commission expires: 1-22-2009



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the 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"

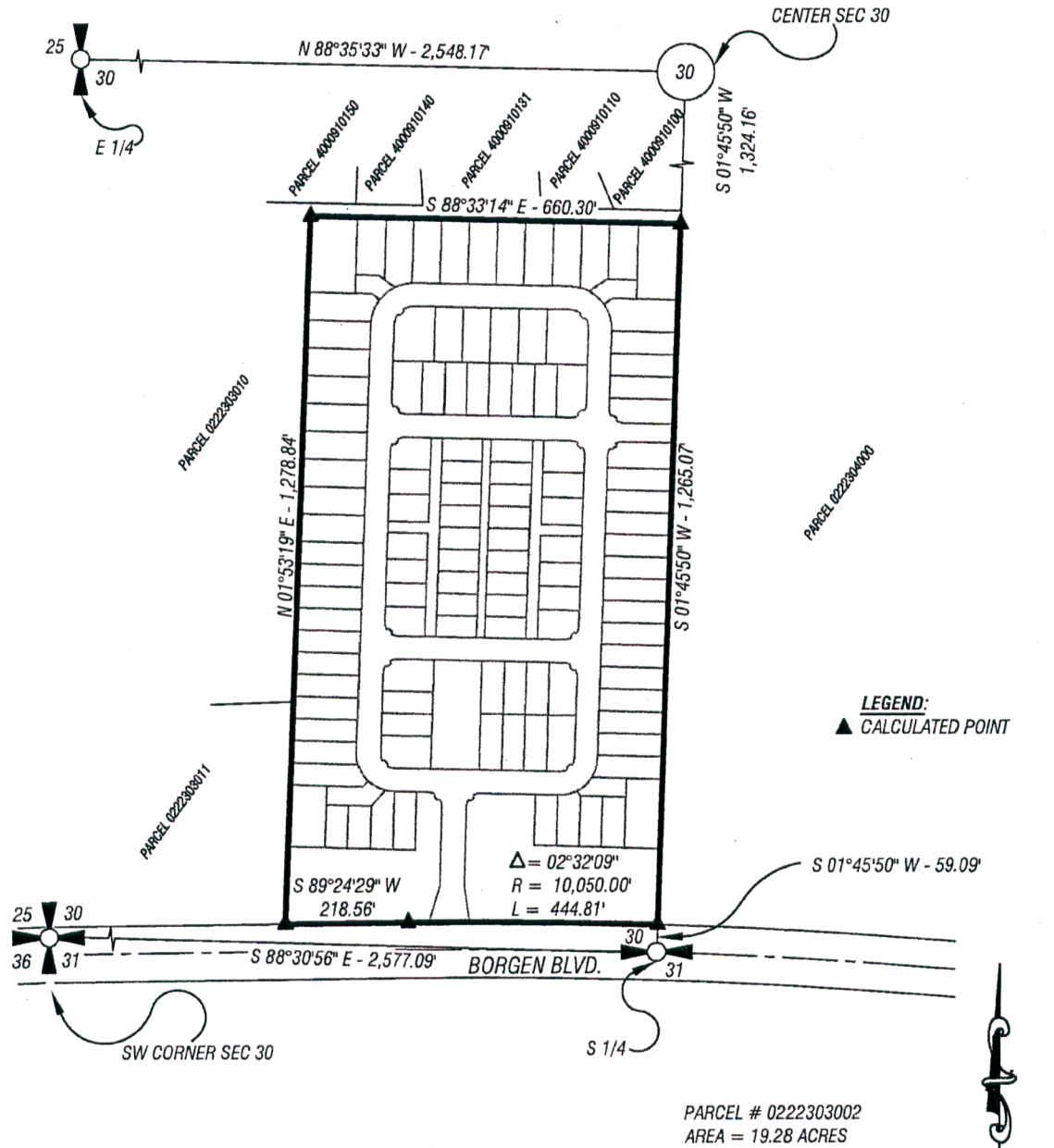
Legal Description

Tax Parcel #02-22-30-3-002

The East half of the Southeast Quarter of the Southwest Quarter of Section 30, Township 22 North, Range 2 East of the Willamette Meridian; except Borgen Boulevard deeded to the City of Gig Harbor through AFN 2000-07-13-0671.

EXHIBIT "B"

A PORTION OF THE SOUTHEAST 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 22 NORTH,
RANGE 2 EAST OF THE WILLAMETTE MERIDIAN,
PIERCE COUNTY, WASHINGTON



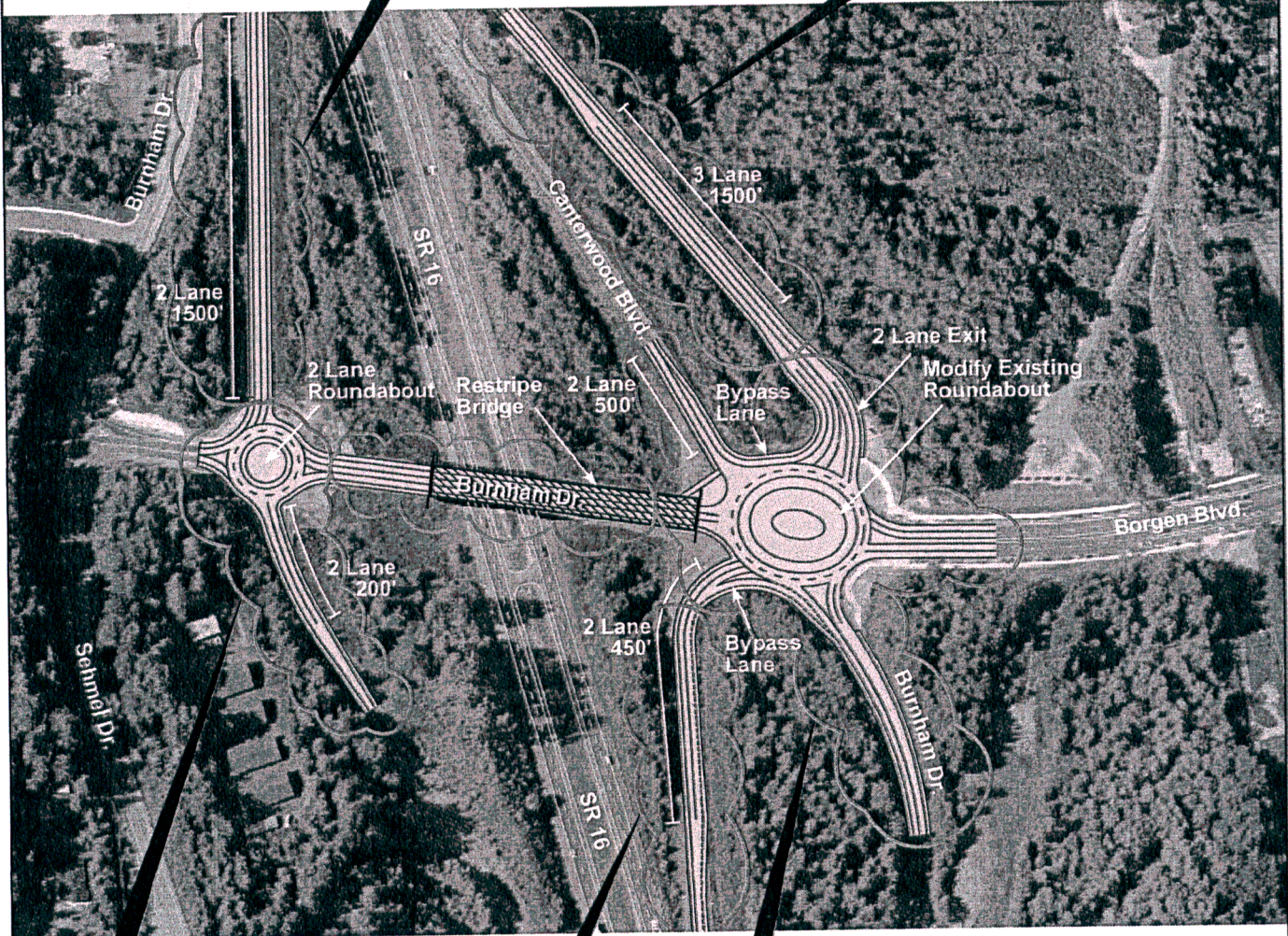
PacWest Engineering, LLC
5009 PACIFIC HIGHWAY EAST, UNIT 9-0
FIFE, WA 98424
Phone (253) 926-3400
Fax (253) 926-3402

DWG:	EXHIBIT.DWG
DATE:	APRIL 2007
PROJECT:	05-629

NOT TO SCALE

\$ 464,250
EB Off-ramp Widening

\$ 241,410
Canterwood Blvd. Widening



\$ 408,540
State Roundabout
Expansion to 2 Lanes,
and EB On-ramp Widening

\$ 167,130
WB Off-ramp
Widening

\$ 631,380
Borgen Roundabout,
WB On-ramp Widening
and Bypass Lanes



Not to Scale

Harbor Estates LLC Map Depiction of Pro Rata Share Supplemental Development Agreement	
City of Gig Harbor Gig Harbor Estates	
May 2007	Exhibit C



Peninsula Metropolitan Park District

3614 Grandview Street, PO Box 425, Gig Harbor, WA 98335
Office: 253-858-3400 Fax: 253-858-3401
E-mail: Info@PenMetParks.org

"Today We Touch Tomorrow"

May 14, 2007

Honorable Chuck Hunter, Mayor
City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: **Proposed Development Agreement with Harbor Estates LLC for the Gig Harbor Estates. First Reading of Ordinance Allowing for the Transfer of Reserved Transportation Capacity.**

Dear Mayor Hunter and City Council:

This letter serves as public comment for your scheduled public hearing held on May 14, 2007 regarding the proposed issue identified in the subject line above.

PenMet Parks supports the efforts to enable the development of the Boys and Girls Club to serve the City and all residents of the Greater Gig Harbor Peninsula. If the adoption of this ordinance assists with the process to help the new Boys and Girls Club be built and ensures that more options for public community recreation are available for area youth, then on behalf of the PenMet Board of Park Commissioners I encourage the City Council to support and adopt the ordinance.

Thank you for your consideration. PenMet Parks continues to look forward to opportunities to work with City in support of parks and recreation anywhere on the Peninsula.

Sincerely,

Marc Connelly
Executive Director
MConnelly@PenMetParks.org

Cc. Board of Park Commissioners
Gary Yazwa, Boys and Girls Club
Ray Schuler, Boys and Girls Club

PenMet Parks Board of Commissioners

Joel Wingard
President

William Schmel
Clerk of the Board

Mark Mauren
Commissioner

Scott Junge
Commissioner

Curtis L. Hancock
Commissioner



Business of the City Council
City of Gig Harbor, WA

Subject: Public Works Trust Fund Loan Agreement

Proposed Council Action: Authorize formal approval of the loan agreement as presented.

Dept. Origin: Engineering Division
Prepared by: Stephen Misiurak, P.E. City Engineer
For Agenda of: May 14, 2007
Exhibits: Loan Agreement

Initial & Date

Concurred by Mayor: [Signature] 5/9/07
Approved by City Administrator: [Signature] 5/8/07
Approved as to form by City Atty: [Signature] 5/7/07
Approved by Finance Director: [Signature] 5/3/07
Approved by Department Head: [Signature] 5/2

Table with 3 columns: Expenditure Required, Amount Budgeted (\$1,000,000), Appropriation Required

INFORMATION / BACKGROUND

This is a pre-construction loan, in the amount of \$765,000.00 between the City and the Washington State Public Works Board. This loan will fund the necessary design and engineering studies associated with the required Wastewater Treatment Plant Improvements and Outfall Extension projects.

Currently, the City is engaged with Cosmopolitan Engineering Group in the preliminary design and permitting of the WWTP Improvements along with the final design and permitting of the sewer outfall.

FISCAL CONSIDERATION

The loan terms are summarized as follows:

The term of this loan shall not exceed five years and the interest rate on the loan is one half of one percent per annum on the outstanding principal balance.

Within thirty days of execution of the formal agreement, the City will receive a disbursement in the amount of 75 percent of loan disbursement, \$573,750.00.

The first loan repayment will be due July 1, 2008 and shall consist of the interest only payment of \$3,825.00.

Subsequent repayments over the remaining four years shall consist of the unpaid balance due divided by the loan term remaining plus remaining interest on the unpaid balance of the loan.

BOARD OR COMMITTEE RECOMMENDATION

The Public Works Committee along with the City's Finance Director were apprised of the City's loan request and recommend Council approval as presented.

RECOMMENDATION / MOTION

Move to: Authorize formal approval of the loan agreement as presented.



Washington State
Public Works Board

Post Office Box 48319
Olympia, Washington 98504-8319

Logged - gfb
RECEIVED

APR 10 2007

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

April 9, 2007

Mr. Stephen Misiurak
City Of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98338

Regarding: PWTF Pre-Construction Loan Agreement Number
PW-07-962-PRE-107

Dear Mr. Misiurak:

Enclosed are three originals of the Public Works Trust Fund Pre-Construction Loan Agreement, PW-07-962-PRE-107, between City Of Gig Harbor and the Public Works Board. The agreement details the terms and conditions that will govern the contract between us, which includes the project's Scope of Work and an Attorney's Certification as formal attachments.

The amount of the loan is \$765,000. A change in any element of the loan agreement will require an amendment and may necessitate an adjustment in the loan amount or the interest rate.

Please review the terms and conditions of the loan agreement carefully, as well as the attachments. Please note - Section 4.09 must be filled out before the loan can be executed. Also, please provide the account name information in the space provided on page five, Section 4.07.

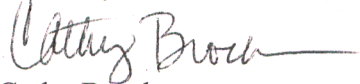
When you have obtained the appropriate signatures, including the Attorney's Certification, please return all three of the agreements to the Public Works Board. **PLEASE DO NOT USE A SIGNATURE STAMP.** (Stamped signatures will be accepted only if there is a reason that original signatures cannot be provided, with documentation to that effect.) The Board's Executive Director will sign the loan agreements and one fully executed copy along with instructions for drawing the loan funds and the necessary forms will be returned with your executed contract for your files.

If your project involves utility work, you are encouraged to review your applicable comprehensive plan to assure compliance. Under Washington law, some utilities may not engage in construction unless such work is in compliance with the system's comprehensive plan. In addition, if your project involves side-sewer work, your jurisdiction has provided the Board with evidence that a charge-back mechanism is in place. Since the Board does not provide legal advice, we recommend consultation with your in-house legal advisor or your bond counsel to assure compliance with applicable laws.

The Washington Administrative Code (WAC) 399-30-060(5) requires the loan agreements be signed by you and returned to the Board within 90 calendar days of the date of this letter. Failure to comply with this section may result in your loan offer being withdrawn.

We are looking forward to working with you over the course of your successful public works project. If you have any questions about the loan agreement, please call me at (360) 586-4135. You may also call Isaac Huang, the Client Services Representative for your area at (360) 586-4129, or by e-mail at isaac.huang@pwb.wa.gov.

Sincerely,



Cathy Brockmann
Loan Specialist

CLB:cb
Enclosures

PUBLIC WORKS TRUST FUND LOAN AGREEMENT PACKET

Enclosed Please Find:

- Loan Agreements to be filled-in, signed and returned
- PWTF Loan Agreement Checklist
- Reporting Requirements

PUBLIC WORKS TRUST FUND LOAN AGREEMENT CHECKLIST

Items to Return to the Public Works Board

Completed Loan Agreements: three originals.

- ✓ Signatures on page one.
- ✓ Taxpayer Identification Number (TIN) on page one.
- ✓ Provide requested information on fund, account, or sub-account name or number in Section 4.07 on page 4.
- ✓ Provide requested information on loan security in Section 4.09 on page 6.
Designate a utility system if appropriate.
- ✓ Attorney's Signature on Attorney's Certification

Mail to: Public Works Board
 Post Office Box 48319
 Olympia, Washington 98504-8319

PUBLIC WORKS BOARD REPORTING REQUIREMENTS

At the direction of the Public Works Board, staff makes every effort to keep the requirements of project administration as simple as possible for local government loan recipients. The staff of the Public Works Board have developed a simple process that includes the execution of a loan agreement, brief quarterly progress reports, and a close-out report submitted when project activities are complete.

The Loan Agreement

The chief executive officer of each jurisdiction receiving a Public Works Trust Fund Loan agrees, by signing the loan agreement, to undertake and complete the activities described in the loan application. The quantified description of the project becomes the Scope of Work portion of the loan agreement.

Written amendments to the Public Works Trust Fund loan agreement must be approved by both parties to the loan agreement. Amendments are necessary to accomplish:

- Changes to the Scope of Work, including the addition or deletion of activities included in the original agreement; and
- Extend the time for the completion of project activities beyond the time cited in the original loan agreement.

The Quarterly Report

Routine review of progress in completing scheduled activities throughout the project will make the task of completing the Close-Out Report easier when the project ends. To stimulate this local review, the Public Works Board will initiate a brief quarterly report from each loan recipient. Instructions for completing the report will be provided with the form.

The Close-Out Report

Please contact the Public Works Board when your project nears its finish. Staff will send you a Close-Out Report for you to complete. The Close-Out Report is designed to give a final fiscal accounting and certification of the project and its completion. The report and final invoice voucher form the basis for the final loan payment.

**PUBLIC WORKS TRUST FUND
PRE-CONSTRUCTION LOAN AGREEMENT**

**NUMBER PW-07-962-PRE-107
CITY OF GIG HARBOR**

PART I: ENTIRE AGREEMENT

This agreement, and incorporated attachments, contains all terms and conditions agreed to by the PUBLIC WORKS BOARD and the LOCAL GOVERNMENT and no other statements or representations written or oral, shall be deemed a part thereof. This contract consists of ten pages and two attachments. An attachment to this agreement, ATTACHMENT I: SCOPE OF WORK, consists of a description of local project activities, certification of the project's useful life, and identification of estimated project costs and fund sources and is, by this reference, incorporated into this agreement as though set forth fully herein. In addition, ATTACHMENT II: ATTORNEY'S CERTIFICATION, is by this reference incorporated into this agreement.

The PUBLIC WORKS BOARD and the LOCAL GOVERNMENT have executed this agreement as of the date and year last written below.

PUBLIC WORKS BOARD

LOCAL GOVERNMENT

Kelly Snyder, Assistant Director

Signature

Print Name

Date

Title

APPROVED AS TO FORM ONLY
This 15th Day of September 2006
Rob McKenna
Attorney General

Date

91-6001435
Federal Taxpayer Identification Number

By: Signature on File

Andrew Scott
Assistant Attorney General

PART II: INTRODUCTION

This loan agreement is made and entered into by and between the PUBLIC WORKS BOARD, or its successor, (referred to as the "BOARD"), a department of the state of Washington, and CITY OF GIG HARBOR (referred to as the "LOCAL GOVERNMENT").

Acting under the authority of Chapter 43.155 RCW, the BOARD has selected the LOCAL GOVERNMENT to receive a Public Works Trust Fund loan for an approved public works project.

PART III: PURPOSE

The BOARD and the LOCAL GOVERNMENT have entered into this agreement to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the LOCAL GOVERNMENT and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

PART IV: TERMS AND CONDITIONS

The parties to this agreement agree as follows:

4.01 Rate and Term of Loan

The BOARD, using funds appropriated from the Public Works Assistance Account, shall loan the LOCAL GOVERNMENT a sum not to exceed \$765,000. The interest rate shall be one-half percent (1/2%) per annum on the outstanding principal balance. The term of the loan shall not exceed 5 years, with the final payment due July 1, 2012.

4.02 Local Project Share

The LOCAL GOVERNMENT pledges an amount of locally-generated revenue not less than fifteen percent (15%) of the total eligible portion of the project cost not funded by federal or state grants as identified in ATTACHMENT I: SCOPE OF WORK, to be verified at the time of project close-out. Any change in the percentage of locally-generated funds may require an adjustment in the loan amount or interest rate charged, or both. In such event, the LOCAL GOVERNMENT agrees to execute an amendment to this agreement adjusting the loan amount or interest rate, as appropriate.

Local project share must consist of expenditures eligible under WAC 399-30-030(3) and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. These expenditures may be made up to twelve (12) months prior to the execution of the loan agreement and verified at the time of project close-out.

PUBLIC WORKS TRUST FUND MONIES MAY NOT BE USED TO REIMBURSE THE LOCAL GOVERNMENT FOR ANY COSTS INCURRED PRIOR TO EXECUTION OF THIS LOAN AGREEMENT.

4.03 Disbursement of Loan Proceeds

The availability of funds in the Public Works Assistance Account is a function of tax collection and loan repayment. If funds are not available at the time the invoice is submitted, or when the agreement is executed, the issuance of warrants will be delayed. Therefore, subject to the availability of funds, warrants shall be issued to the LOCAL GOVERNMENT for payment of allowable expenses incurred by the LOCAL GOVERNMENT while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. In no event shall the total Public Works Trust Fund loan exceed eighty five percent (85%) of the eligible actual project costs. The disbursement of loan proceeds shall be initiated by the LOCAL GOVERNMENT on a Washington State Invoice Voucher form. The loan funds will be disbursed to the LOCAL GOVERNMENT as follows:

Within thirty (30) days of the formal execution of this agreement, a sum not to exceed seventy-five percent (75%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

At the time of project completion, a Close-out Report, (refer to Section 4.18 for Close-out Report), shall be submitted to the BOARD by the LOCAL GOVERNMENT certifying total actual project costs.

The final Public Works Trust Fund loan disbursement shall not bring the total loan in excess of eighty five percent (85%) of the eligible project costs or the total of \$765,000 whichever is less, nor shall this disbursement occur prior to the completion of all project activities. The Close-out Report shall serve as a contract AMENDMENT for determining the final loan amount, interest rate, and local share.

In the event that the final costs identified in the Close-out Report indicate that the LOCAL GOVERNMENT has received Public Works Trust Fund monies in excess of eighty five percent (85%) of eligible costs, all funds in excess of eighty five percent (85%) shall be repaid to the Public Works Assistance Account by payment to the Department of Community, Trade and Economic Development, or its successor, within thirty (30) days of submission of the Close-out Report.

4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the LOCAL GOVERNMENT shall accrue to the benefit of the LOCAL GOVERNMENT and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan.
2. Pay any part of eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The LOCAL GOVERNMENT shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan

agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles.

4.05 Time of Performance

The LOCAL GOVERNMENT shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three months after loan agreement execution, and reach project completion no later than eighteen (18) months after the date of agreement execution.

Failure to perform within the time frame described in the preceding paragraph may constitute default of this agreement. In the event of extenuating circumstances, the LOCAL GOVERNMENT may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

The term of this agreement shall be for the entire term of the loan, irrespective of actual project completion, unless terminated sooner as provided herein.

4.06 Repayment

The first loan repayment under this agreement is due July 1, 2008, and subsequent installments are due on July 1 of each year during the term of the loan. The first repayment under this agreement shall consist of interest only at the rate of one-half percent (1/2%) per annum, calculated on a 360-day year of twelve 30-day months, applied to funds received. Interest will begin to accrue from the date each warrant is issued to the LOCAL GOVERNMENT. Subsequent repayments shall consist of the principal balance due divided by the loan term remaining plus interest on the unpaid balance of the loan. The final payment shall be an amount sufficient to bring the loan balance to zero.

The LOCAL GOVERNMENT has the right to repay the unpaid balance of the loan in full at any time, and the right to repay at a faster rate than is provided in this agreement, provided that any such payment must equal or exceed the principal amount normally due on an annual basis.

The LOCAL GOVERNMENT will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Public Works Board, or its successor, and sent to:

Washington State Public Works Board
P.O. Box 48319
Olympia, Washington 98504-8319

4.07 Repayment Account

The LOCAL GOVERNMENT shall repay the loan according to the option designated in Section 4.09 Loan Security. The name of the fund, account, or sub-account shall be Utility Bond Redemption Fund.

4.08 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 4.06 of this agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a daily penalty beginning on the thirty-first (31) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be twelve percent (12%) per annum calculated on a 360-day year for the delinquent amount.

The same penalty terms shall apply to delinquent repayment of funds paid in excess of eligible costs as provided for in Section 4.03.

The LOCAL GOVERNMENT acknowledges and agrees to the BOARD'S right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the LOCAL GOVERNMENT of such delinquency including, without limitation, the state government and the United States of America or its agencies, credit rating agencies, and the municipal finance market.

The LOCAL GOVERNMENT shall pay the costs and reasonable legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

4.09 Loan Security

The LOCAL GOVERNMENT must select **one** of the following options for securing repayment of the loan. **Please initial the appropriate option.**

1. _____ **General Obligation:** This loan is a general obligation of the LOCAL GOVERNMENT.

OR

2. OR **Revenue Obligation:** This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer or solid waste utility project. LOCAL GOVERNMENTS performing a storm sewer project that have not created a storm sewer utility or a combined sanitary sewer/storm sewer utility may not use this option. Projects providing for a mixture of bridge, road, domestic water, sanitary sewer, and storm sewer activities may not use this option.

This loan is a revenue obligation of the LOCAL GOVERNMENT payable solely from the net revenue of the utility system indicated below. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the LOCAL GOVERNMENT the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

**If you have chosen to use Revenue Obligation as loan security
Please choose and initial one of the following utility systems:**

- _____ Water
- _____ Sanitary Sewer (Wastewater)
- _____ Stormwater
- OR _____ Water/Sanitary Sewer
- _____ Stormwater/Sanitary Sewer
- _____ Solid Waste

OR

3. _____ **Local Improvement District:** Pursuant to RCW 35.51.050, the LOCAL GOVERNMENT pledges to repay this loan from assessments collected from a Local Improvement District, Local Utility District or other similar special assessment district in which the improvements financed by this loan are located. The name of the special assessment district is _____.

Nothing in this section shall absolve the LOCAL GOVERNMENT of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

4.10 Recordkeeping and Access to Records

The BOARD, the BOARD's agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the LOCAL GOVERNMENT and of persons, firms, or organizations with which the LOCAL GOVERNMENT may contract, involving transactions related to this project and this agreement.

The LOCAL GOVERNMENT agrees to retain all records pertaining to this project and this agreement for a period of six years from the date of project close-out. If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.11 Reports

The LOCAL GOVERNMENT, at such times and on such forms as the BOARD may require, shall furnish the BOARD with such periodic reports as it may request pertaining to the activities undertaken pursuant to this agreement including, but not limited to, quarterly progress reports, the Close-Out Report, and any other matters covered by this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.14.

4.12 Indemnification

The LOCAL GOVERNMENT will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the LOCAL GOVERNMENT or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the LOCAL GOVERNMENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

4.13 Amendments, Modifications, and Waivers

Except for an increase in the amount of the loan governed by this agreement, the LOCAL GOVERNMENT may request an amendment to this agreement for the purpose of modifying the SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. No modification or amendment resulting in an extension of time shall take effect until a request in writing has been received and approved by the BOARD in accordance with Section 4.05. No amendment or modification shall take effect until approved in writing by both the BOARD and the LOCAL GOVERNMENT and attached hereto. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing.

4.14 Termination for Cause

If the LOCAL GOVERNMENT fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall promptly notify the LOCAL GOVERNMENT in writing of its determination to terminate, the reason for such termination, and the

effective date of the termination. Nothing in this section shall affect LOCAL GOVERNMENT obligations to repay the unpaid balance of the loan.

4.15 Termination For Convenience

The BOARD may terminate this agreement in the event that federal or state funds are no longer available to the BOARD, or are not allocated for the purpose of meeting the BOARD'S obligations under this agreement. Termination will be effective when the BOARD sends written notice of termination to the LOCAL GOVERNMENT. Nothing in this section shall affect LOCAL GOVERNMENT obligations to repay the unpaid balance of the loan.

4.16 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW).

4.17 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

4.18 Project Completion

The BOARD will require and notify the LOCAL GOVERNMENT to initiate a Close-out Report when the activities identified in ATTACHMENT I: SCOPE OF WORK are completed. In the report, the LOCAL GOVERNMENT will provide the following information to the BOARD:

1. A copy of the Close-out Report.
2. A copy of a resolution accepting the project design as being complete.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.

4.19 Project Close-Out

In accordance with Section 4.03 of this agreement, the LOCAL GOVERNMENT will submit, together with the Close-out Report, a request for a sum not to exceed the final twenty-five percent (25%) of the loan amount.

4.20 Audit

Audits of the LOCAL GOVERNMENT'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the LOCAL GOVERNMENT.

4.21 Project Signs

If the LOCAL GOVERNMENT displays, during the period covered by this agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

4.22 Nondiscrimination Provision

During the performance of this contract, the LOCAL GOVERNMENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the LOCAL GOVERNMENT'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the LOCAL GOVERNMENT may be declared ineligible for further contracts with the BOARD. The LOCAL GOVERNMENT shall, however, be given a reasonable time in which to cure this noncompliance.

PART V: SPECIAL ASSURANCES

The LOCAL GOVERNMENT assures compliance with all applicable state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project. Of particular importance are the following:

5.01 RCW 43.155.060

The LOCAL GOVERNMENT shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Trust Fund program.

5.02 WAC 399-30-030(3)

The LOCAL GOVERNMENT assures compliance with WAC 399-30-030(3) which identifies eligible costs for projects assisted with Public Works Trust Fund loans.

5.03 Historical and Cultural Artifacts

Borrower agrees that Borrower is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts disturbed or damaged as a result of Borrower's public works project funded under this agreement.

The LOCAL GOVERNMENT shall require this provision to be contained in all contracts for work or services related to ATTACHMENT ONE: SCOPE OF WORK.

In addition to the requirements set forth in this agreement Borrower agrees to comply with Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archeological Sites and Resources; and, Washington Administrative Code (WAC) 25-48 regarding Archeological Excavation and Removal Permits.

In addition to the requirements set forth in this agreement Borrower shall, in accordance with Executive Order 05-05, coordinate with DAHP, including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed public works project. Borrower agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing pre-requisite to receipt of funds under this agreement.

Borrower agrees to furnish to the Board copies of any monitoring plan or agreement arising from Borrower's coordination and consultation with DAHP or an affected tribe

Failure by Borrower to fully comply with the requirements set forth in this provision to the satisfaction of the Board shall result in a suspension of loan disbursements or termination of this agreement if not timely cured.

5.04 Assignment

Neither this agreement nor any claims arising under this agreement, shall be transferred or assigned by the LOCAL GOVERNMENT without prior written consent of the BOARD.

**PUBLIC WORKS TRUST FUND
Pre-Construction Program
ATTACHMENT 1: SCOPE OF WORK**

PW-07-692-PRE-107
City of Gig Harbor

Loan Term: 5 years

Project Title: Treatment Plant Upgrade and Outfall Extension

Scope of Work:

Pre-Construction activities leading to the planned WWTP improvements include:

- Amending the currently approved engineering report to more accurately describe upcoming WWTP improvements, including both the actual improvements and the revised (accelerated) schedule for constructing these improvements.
- Design of the WWTP improvements and production of plans, specifications, and cost estimates, resulting in bid documents for the WWTP improvements.
- Design of the marine outfall improvements and production of plans, specifications, and cost estimates, resulting in bid documents for the marine outfall improvements. Additionally, the previously designed landward outfall improvements will be revised as necessary to complement the marine outfall design.

Scope of Work

Page Two

PW-07-962-PRE-107

Estimated Project Costs:

	Total
Engineering	\$ 135,000
Cultural & Historical Resources Review	\$ 100,000
Land/R-O-W Acquisition	\$
Permits	\$ 100,000
Contingency (%)	\$
Bid Documents	\$ 630,000
Public Involvement/Information	\$ 23,000
TOTAL ESTIMATED COSTS	\$ 988,000

Anticipated Fund Sources:

A Total Grant Funding \$ _____

B. Local Revenue \$ _____

Capital Reserves \$ _____

Other Fund \$ _____

Rates \$ _____

Assessments \$ _____

(LID, RID, ULID) \$ _____

Special Levies \$ _____

Federal **Loan(s)** from: (identify all) \$ _____

_____ \$ _____

_____ \$ _____

State **Loan(s)** from: (identify all) \$ _____

_____ \$ _____

_____ \$ _____

Other: identify sources) \$ 223,000

_____ \$ _____

_____ \$ _____

TOTAL LOCAL REVENUE \$ _____

C. PUBLIC WORKS TRUST FUND LOAN \$ 765,000

Scope of Work

Page 3

PW-07-962-PRE-107

Calculating Local Percentage: (Note: Please exclude any expansion/growth costs and funding **before** calculating the local percentage.)

Calculate as follows:

$$\frac{\text{Total Local Revenue}}{\text{PWTF Loan} + \text{Total Local Revenue}} = \text{Local Loan Percentage: } 23\%$$

The local contribution must be at least:

Five percent (5%)	for a loan interest rate of	2%
Ten percent (10%)	for a loan interest rate of	1%
Fifteen percent (15%)	for a loan interest rate of	0.5%

Public Works Trust Fund

ATTACHMENT II: ATTORNEY'S CERTIFICATION

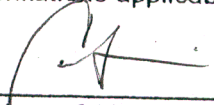
I, CAROL A. MORRIS, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Gig Harbor
(the LOCAL GOVERNMENT); and

I have also examined any and all documents and records which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The LOCAL GOVERNMENT is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The LOCAL GOVERNMENT is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the LOCAL GOVERNMENT from repaying the Public works Trust Fund loan extended by the DEPARTMENT with respect to such project. The LOCAL GOVERNMENT is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the LOCAL GOVERNMENT.


Signature of Attorney

5/1/07
Date

CAROL A. MORRIS
Name P.O. Box 948

Seabeck WA 98380
Address 360 830 0328



Business of the City Council
City of Gig Harbor, WA

Subject: Claims Agent Resolution

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Carol Morris, City Attorney

Adopt a Resolution appointing the City Clerk or the Assistant City Clerk as the agents to receive damage claims for the City of Gig Harbor.

For Agenda of: May 14, 2007

Exhibits: Resolution

Initial & Date

Concurred by Mayor:

OLA 5/9/07

Approved by City Administrator:

RJK 5/9/07

Approved as to form by City Atty:

CAM 5/2/07

Approved by Finance Director:

DR 5/2/07

Approved by Department Head:

RJK 5/7/07

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

The Washington State Legislature has recently required that the City appoint an agent to receive damage claims and to record the identification of such agent with the Pierce County Auditor (RCW 4.96.020(2)). This resolution appoints the Gig Harbor City Clerk as the agent to receive claims. In the case of the City Clerk is absent, the Assistant City Clerk may receive claims.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt this Resolution appointing the City Clerk or the Assistant City Clerk as the agents to receive damage claims for the City of Gig Harbor.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE GIG HARBOR,
WASHINGTON, IDENTIFYING AN AGENT FOR THE RECEIPT
OF DAMAGE CLAIMS AGAINST THE CITY OF GIG HARBOR.**

WHEREAS, no action arising from tortious conduct may be commenced against the City of Gig Harbor or the City's officers, officials, employees or volunteers unless a claim for damages has been presented to the City's agent, and sixty days have elapsed since presentation of the claim (RCW 4.96.010(4); and

WHEREAS, the Washington State Legislature has recently required that the City appoint the agent to receive such claim and to record the identification of such agent with the Pierce County Auditor (RCW 4.96.020(2); **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

Section 1. Identification of Agent for Tort Damage Claims. The City of Gig Harbor hereby appoints the Gig Harbor City Clerk as the agent to receive claims under RCW 4.96.020. In the case of the City Clerk is absent, the Assistant City Clerk may receive claims. On the date this Resolution was passed, the Gig Harbor City Clerk is Molly Towslee, and the Assistant City Clerk is Maureen Whitaker. Both may be reached during normal business hours at City Hall, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

Section 2. Recordation. The City Council hereby directs the City Clerk to immediately record this Resolution with the Pierce County Auditor.

Section 3. Effective Date. This Resolution shall be effective immediately upon passage.

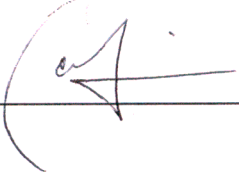
PASSED BY THE CITY COUNCIL this __ day of _____, 2007.

Mayor Charles L. Hunter

Attest:

City Clerk

Approved as to Form:



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

On this day personally appeared before me Charles L. Hunter, know or proved to me to be the Mayor of the City of Gig Harbor, Washington, the entity that executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of that entity, for the uses and purposes mentioned therein, and on oath stated that he was authorized to execute such instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 2007.

NOTARY PUBLIC

Notary public in and for the State of Washington,
Residing at _____, my appointment
Expires _____.



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution Establishing Public Noticing Procedures.

Proposed Council Action:

Adopt the attached Resolution.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: May 14, 2007

Exhibits:

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 5/18/07

Approved as to form by City Atty: [Signature]

Approved by Finance Director: N/A

Approved by Department Head: N/A

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

INFORMATION / BACKGROUND

RCW 35A.12.160 requires every code city to establish a procedure for notifying the public of upcoming hearings and the preliminary agenda for the forthcoming Council meeting, but there is no requirement in state law for the City to notify the public of other public meetings and gatherings.

To establish a procedure for notifying the public of upcoming Council Committee meetings, special occasions that Councilmembers may attend, and meetings of the city's Boards and Commissions, Carol Morris has drafted this resolution establishing procedures to notifying the public of public meetings and gatherings.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached Resolution.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING PROCEDURES FOR NOTIFYING THE PUBLIC OF THE PRELIMINARY AGENDA FOR FORTHCOMING COUNCIL MEETINGS, COUNCIL COMMITTEE MEETINGS, AND MEETINGS OF THE CITY'S BOARDS AND COMMISSIONS, REPEALING RESOLUTION 232.

WHEREAS, RCW 35A.12.160 requires every code city to establish a procedure for notifying the public of upcoming hearings and the preliminary agenda for the forthcoming Council meeting; and

WHEREAS, there is no requirement in state law for the City to notify the public of other public meetings and gatherings, and

WHEREAS, the council desires to establish a procedure for notifying the public of upcoming City Council meetings, Council Committee meetings, and meetings of the city's Boards and Commissions; Now, Therefore,

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

Section 1. Preliminary Agenda of Council / Council Committee / Boards / Commission Meetings. The public shall be notified of forthcoming City Council, Council Committee, City Board, and City Commission meetings by posting a copy of a notice or the agenda in the following public places at least twenty-four (24) hours in advance of the meeting:

1. Gig Harbor Civic Center Public Notices Bulletin Board – main floor
3510 Grandview Street
Gig Harbor, WA 98335
2. City of Gig Harbor Website: www.cityofgigharbor.net
3. Peninsula Library
4424 Pt. Fosdick Drive
Gig Harbor, WA 98335

In addition, a copy of the notice will be delivered to the city's official newspaper at least 24 hours in advance of the meeting.

Section 2. Notice of Public Hearing. Except where a specific means of notifying the public of a public hearing is otherwise provided by law or ordinance, notice of upcoming public hearings before the City Council, Hearing Examiner or Planning Commission shall be given by one publication of a notice containing the time, place, date, subject and body before whom the hearing is held, in the City's official newspaper legal section at least ten (10) days before the date set for the hearing.

Section 3. Duties of the City Clerk. The City Clerk is hereby directed to publish notices or post agenda, or designate others to publish notices and post agendas as required by this resolution.

Section 4. Repeal of Resolution 232. This Resolution shall repeal and supersede Resolution No. 232.

RESOLVED by the City Council of the City of Gig Harbor this ____ day of May, 2007.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 05/9/07
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



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

Subject: Resolution Establishing Meeting Dates.

Proposed Council Action:

Adopt the attached Resolution.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: May 14, 2007

Exhibits:

Initial & Date

Concurred by Mayor:

CLA 5/9/07

Approved by City Administrator:

RJK 5/9/07

Approved as to form by City Atty:

Approved by Finance Director:

N/A

Approved by Department Head:

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

INFORMATION / BACKGROUND

Pursuant to RCW 42.30.060, the governing body of a public agency is prohibited from adopting any ordinance, resolution, rule, regulation, order or directive, except in a meeting open to the public and then only at a meeting, the date of which is fixed by law or rule, or at a meeting of which notice has been given according to the provisions of chapter 42.30 RCW. Any action taken at meetings failing to comply with this directive are null and void.

We are required by law to establish the meeting dates by law or rule. Per RCW 42.30.020 – the definition of “public agency” includes a subagency of the city which is created by an ordinance or other legislative act, including but not limited to planning commissions, park boards, etc. The “governing body” includes council committees.

Therefore, the City is required by the Open Public Meetings Act to establish the meeting dates of all of the council, council committee, commissions and boards. We have established the meeting dates of the council in GHMC 2.04.010. We need to establish the meeting dates of the council committees by resolution at least, and then we need to adhere to the schedule. We also need to establish the meeting dates for all other boards and commissions, if they have not been established.

Carol Morris has drafted this resolution establishing the meeting dates of the City Council Committees, Planning Commission, Design Review Board, Parks Commission, and Arts Commission.

This will allow the public to better know when these Boards, Commissions, and Committees meet and allow the times and dates and bring us into compliance with state law.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached Resolution.

**CITY OF GIG HARBOR
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GIG HARBOR, WASHINGTON, ESTABLISHING THE
MEETING DATES OF THE CITY COUNCIL COMMITTEES,
PLANNING COMMISSION, DESIGN REVIEW BOARD,
ARTS COMMISSION, LODGING TAX ADVISORY BOARD,
AND PARKS COMMISSION.**

WHEREAS, the Council desires to establish the meeting dates of the various council committees, boards and commissions, Now, therefore

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

Section 1. The Council Committees, Planning Commission, Design Review Board, Arts Commission, Lodging Tax Advisory Board and Parks Commission may meet more frequently than the dates established below. Notice of the meetings of each body shall be posted, with the preliminary agenda of the body according to the procedures and in the places described in Resolution No. _____. Regular meeting dates of each body are established as follows:

A. Council Committees. The Council Committees established under GHMC Chapter 2.51.010 shall have the following meeting dates:

1. Finance and Safety: quarterly on the third Monday of the months of March, June, September, and December at 4:00 p.m.;
2. Operations and Public Projects: Third Thursday of the month at 3:00 p.m.
3. Planning and Building: First Monday of the month at 5:00 p.m.
4. Intergovernmental Affairs: Second Monday of the month at 4:30 p.m.;
5. Board and Commission candidate review: Fourth Monday of the month at 4:30 p.m.

B. Planning Commission. The Planning Commission established under GHMC chapter 2.20 shall meet on the first and third Thursdays of the month at 6:00 p.m.

C. Design Review Board. The Design Review Board established under GHMC chapter 2.21 shall meet on the second and fourth Thursdays of the month at 6:00 p.m.

D. Arts Commission. The Arts Commission established under GHMC chapter 2.49 shall meet on the second Tuesday of the month at 7:00 p.m.

E. Lodging Tax Advisory Board. The Lodging Tax Advisory Board established under Resolution No. 509 shall meet every other month on the first Thursday of the month at 8:30 a.m.

F. Parks Commission. The Parks Commission established under GHMC chapter 2.50 shall meet on the first Wednesday of the month at 5:30 p.m.

RESOLVED by the City Council this 14th day of May, 2007.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

By: _____

Files with the City Clerk: 05/08/07
Passed by the City Council:
Resolution No.:



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

Subject: Proposed Annexation
– BURNHAM SEHMEL (ANX 05-1151)

Proposed Council Action:

Accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed;
2. A wetland analysis report must be submitted together with the annexation petition pursuant to Gig Harbor Municipal Code Section 18.08.090; and
3. The City will require the simultaneous adoption of Public Institutional (PI), Residential and Business (RB-1 & RB-2), General Business (B-2), Employment District (ED), and Single-Family Residential (R-1) zoning for the proposed annexation area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981.

Dept. Origin: Community Development

Prepared by: John P. Vodopich, AICP
Community Development Director

For Agenda of: May 14, 2007

Exhibits: Notice of Intention, Map, Legal Description

Initial & Date

Concurred by Mayor: CLH 5/8/07
Approved by City Administrator: RJK 5/4/07
Approved as to form by City Atty: CAM 5/7/07
Approved by Finance Director: DR 5/4/07
Approved by Department Head: JP 5/1

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

INFORMATION / BACKGROUND

The City received a complete Notice of Intention to Commence Annexation Proceedings from a number of property owners for a proposal to annex approximately 90 acres of property located at the in the vicinity of Sehmel Drive NW and Burnham Drive NW, west of the existing City limits, and within the City's Urban Growth Area (UGA).

This request was initially heard by the City Council on September 25, 2006. At that meeting action was taken to deny the boundaries of the requested annexation. The Council moved that the applicant resubmit a revised legal description and map so that the proposed annexation boundary moves to the west to the urban growth boundary and to the north and west to pick up the parcels as requested by Carl Halsan. This direction by the Council expanded the annexation area to approximately 377 acres of property.

The applicant has now revised the boundaries to reflect the Councils direction.

Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is Public Institutional (PI), Residential and Business (RB-1 & RB-2), General Business (B-2), Employment District (ED), and Single-Family Residential (R-1).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description and map was sent to the Clerk of the Boundary Review Board for review and comment. Pierce County has approved the legal description and map as presented.

Notice of the May 14, 2007 meeting was posted on the City website and mailed to property owners of record within the area proposed for annexation.

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

The Council is required to meet with the initiating parties to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

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

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and had the following comments:

1. The annexation will bring additional land under our review for future building permitting. This has the potential to increase our workload for plan reviews, permitting and inspections. The Building and Fire Safety Division has limited personnel and an ever increasing workload such that concurrent development of this annexation with anticipated development within the existing City limits may have a negative impact on the Divisions' level of service (i.e. extended review time and inspection delays) unless additional resources are provided.

2. Fire hydrant locations and fire flow in the area is unknown at this point. A windshield survey of the Sehmel/Burnham area found that hydrants are sparsely scattered and do not appear to comply with City hydrant spacing requirements. Additional hydrants will be required to facilitate future construction in the annexation area. There is a good chance that the existing mains may not provide fire flows that comply with current City requirements, however, inadequate fire flow may be mitigated by construction and fire protection features for new construction.
3. Landslide and flood hazard areas are unknown in the annexation area. Future construction must comply with requirements for flood plain development and development on potentially unstable slopes. Geotechnical engineering reports may be required prior to approval of building permits.

Given the nature of the hazards, the possibilities for mitigation, and the City's capabilities I don't think that any of the challenges identified above would be cause to object to the annexation.

Planning has noted that wetlands do appear to exist in the area and that a wetland analysis report will be required (GHMC 18.08.090). A portion of the area proposed for annexation is located on an extension of an existing enhancement corridor and should be designated as such (GHMC 17.99.150). The eastern boarder of the proposed annexation fronts SR-16 which is an enhancement corridor.

The City of Gig Harbor Finance Director noted that increase in property tax would be \$62,430.00 for this annexation area.

The Chief of Police has commented that the annexation would increase the patrol area for the Department and may, depending upon the ultimate population of the area, create a need for an additional patrol officer.

The Director of Operations noted that a portion of the area is within the City's water service area, the remainder is served by Washington Water. The nearest connection to City water service is at the intersection of Sehmel Drive and Bujacich Road. City sanitary sewer service is located in the area north of 112th Street NW. Future sewer service collection system improvements are identified in the Sewer Comprehensive Plan Basin C3. The roadway surfacing in this area is a chip seal of asphalt pavement and is in fair condition. The stormwater drainage system is primarily an open ditch.

Engineering has made the following comments:

Transportation

The proposed 90-acre annexation area is located west of SR-16 and bordered at the south by the Washington Correction Center for Women and at the north at the 11600 block of Burnham Drive. This annexation includes the west roundabout of Burnham Drive and SR-16. This roundabout and the east roundabout have been noted by the City of Gig Harbor 2005 Comprehensive Plan Update FEIS as failing intersections. The FEIS provides for limited transportation improvements in the area of the intersections to mitigate for the failing intersections. However, no timeline for completion of these improvements has been established. Therefore, to receive transportation concurrency, developments (other than individual single family residences) proposed within the annexation area that send vehicles

through these intersections would need to recommend and construct improvements to mitigate the impacts from additional traffic through these intersections.

Multiple capital improvement projects are listed in the FEIS as possible mitigation for these failing intersections. Proposed developments within the annexation area may be required to design and construct one of these mitigations or provide an alternative mitigation to design and construct that is acceptable to the City. All costs for design and construction of all necessary transportation mitigations shall be borne by the developers and not the City.

Realization of the limited improvements noted in the FEIS would be short-term. The long-term interchange project has not yet been identified. Therefore, currently there is no project for which to contribute mitigation funds to for the potential development in the proposed annexation area. As a result, development projects within the proposed annexation area would likely not receive transportation concurrency, and therefore, not receive recommendation for project approval.

Additionally, each development, including single family residences, shall be required to pay the appropriate traffic impact fees in accordance with Chapter 19.12 of the Gig Harbor Municipal Code.

Water

The proposed annexation area is currently shown to be served by Washington Water Company (approximately 75% of the area) and the City of Gig Harbor (approximately 25% of the area). Currently the City's water system does not extend to this area. Existing buildings within the City's water service area receive their water from private wells. The nearest connections to the City's water system include a 16" water main at the intersection of Bujacich Road and 54th Avenue and a 16" water main at the roundabout at Burnham Drive, Borgen Boulevard, Canterwood Boulevard, and SR-16.

Once annexed, the developers of parcels within the annexation area may request extensions of the City's water main. These extensions must be extended through and to the extents of the parcels being developed, and must be located within City right of way or in an easements granted to the City.

Latecomers' agreements are an option for funding water main extensions. All costs for latecomer's fees and for construction of the necessary extensions of the existing water main shall be borne by the developers and not the City.

Each development and/or parcel that connects to the City's water system shall be required to receive water concurrency and pay the appropriate connection fee, latecomer fee (if applicable), and revolving service fee. The connection and service fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the water system extended to the parcels.

Sanitary Sewer

The proposed annexation area is currently shown to be served by the City of Gig Harbor's sanitary sewer and wastewater treatment system. The 2002 Wastewater Comprehensive Plan indicates the parcels in the annexation area are included in either the C-3 collection system expansion or within the existing sanitary sewer collection area of the ULID#3

improvements. The Wastewater Comprehensive Plan indicates the estimated construction costs for the necessary sanitary sewer basin C-3 improvements is \$1,083,000 (in year 2000 dollars). However, a small portion of these improvements has been installed.

Those parcels connecting to the existing sanitary sewer main located within ULID#3 would be required to extend sanitary sewer to the proposed development. All costs for construction of the necessary extensions of the existing sewer main, including those noted in the Wastewater Comprehensive Plan for the parcels within basin C-3, shall be borne by the developers and not the City.

Each development and/or parcel that connects to the City's sanitary sewer system shall be required to receive sewer concurrency and pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the sanitary sewer system extended to the parcels.

Stormwater

In accordance with the City's Stormwater Design Manual, each development proposed for this annexation area would be required to design and construct stormwater quantity and quality control features. This includes all stormwater features necessary for improvements within the City's right of way. All costs for design and construction of these stormwater features shall be borne by the developers and not the City. All costs for operations and maintenance of stormwater features outside of the City's right of way shall also be borne by the developers.

Each parcel that is annexed in the City's limits shall be required to pay the appropriate stormwater fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the City's stormwater system located within the City's right of way created by the parcels.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation. Staff has evaluated the proposal in light of these criteria and has provided comments following each of the criteria.

RCW 36.93.180

Objectives of boundary review board.

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

Comment: The proposed annexation area consists of developed (residential and non-residential) and vacant parcels of land.

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

Comment: The proposed annexation area is bounded by Highway 16 and the existing City limits to the east.

- (3) Creation and preservation of logical service areas;

Comment: The proposed annexation would not alter any service area boundaries.

(4) Prevention of abnormally irregular boundaries;

Comment: The proposed annexation would create an abnormally irregular boundary.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

Comment: Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the City's Urban Growth Boundary.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Comment: The proposed annexation is of an unincorporated area with a lot sizes ranging from 0.08 to 40.0 acres in size. The area consists of developed (residential and non-residential) and vacant parcels of land and is entirely within the City's Urban Growth Boundary which is planned for urban levels of development.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Comment: The proposed annexation does not involve designated agricultural or rural lands.

FISCAL CONSIDERATION

The City of Gig Harbor Finance Director noted that increase in property tax would be \$62,430.00 for this annexation area.

The Finance Director also reviewed the list of taxpayers and there doesn't appear to be any businesses that will generate significant sales taxes.

The Chief of Police has commented that the annexation would increase the patrol area for the Department and may, depending upon the ultimate population of the area, create a need for an additional patrol officer.

The current assessed valuation of the area proposed for annexation is \$50,931,657.00.

BOARD OR COMMITTEE RECOMMENDATION

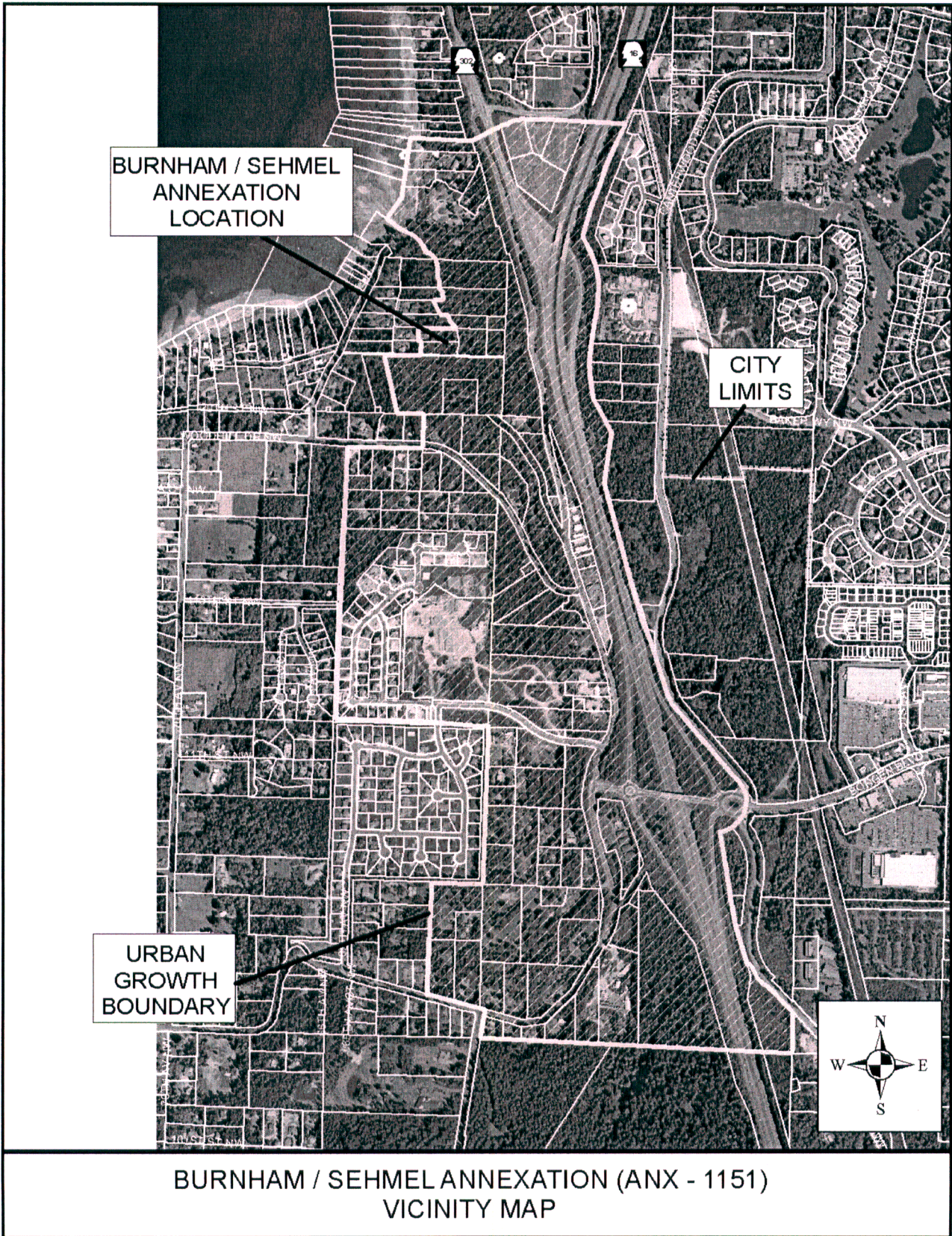
The Pierce County Boundary Review Board has approved the map and legal description.

RECOMMENDATION / MOTION

Move to:

Accept the Notice of Intent to commence annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

- 1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed;**
- 2. A wetland analysis report must be submitted together with the annexation petition pursuant to Gig Harbor Municipal Code Section 18.08.090; and**
- 3. The City will require the simultaneous adoption of Public Institutional (PI), Residential and Business (RB-1 & RB-2), General Business (B-2), Employment District (ED), and Single-Family Residential (R-1) zoning for the proposed annexation area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981.**



Barbara Magnuson
5801 108th St NW
Gig Harbor, WA 98332
(253) 307-4505 cell
(253) 857-8700 fax

RECEIVED

NOV 01 2005

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

September 16, 2005

To Whom it May Concern:

Please find enclosed a proposal of annexation for property within the UGA area of Gig Harbor along Burnham/Schmel Drive into the City of Gig Harbor.

It has come to my attention that you presently own property in this area. I am obtaining signatures of the property owners in the UGA areas and intend to submit this before October ~~15~~₃₀, 2005.

The annexation process will take 4 months to accomplish once submitted and will significantly increase property values, development ease, reduce sewer costs by 30%, and possibly reduce wetland setbacks. Please sign and return the enclosed form to me at

Barbara Magnuson
5801 108th St NW
Gig Harbor, WA 98332

If you have further questions, please contact me at (253) 307-4505. Thank you.

Sincerely,

Barbara Magnuson

**NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS**

The Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

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

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

NOTE - Property Owner Signatures on File

LEGAL DESCRIPTION
Burnham/Sehmel Annexation ANX 05-1151

April 25, 2007

Those portions of Sections 25 and 36, Township 22 North, Range 1 East of the Willamette Meridian, in Pierce County, Washington, described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of Section 36, Township 22 North, Range 1 East of the Willamette Meridian, in Pierce County, Washington; thence North along the East Line of said Northeast Quarter to the Southwesterly Margin of Burnham Drive NW; thence Northwesterly along said southwesterly margin to the Easterly Margin of State Highway 16; thence Northwesterly along said easterly margin to the easterly prolongation of the southerly margin of Goodnough Drive NW in the Northwest Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 1 East; thence West along said southerly margin to the easterly margin of State Route 302 (Purdy Drive NW); thence Southwesterly to the southeast corner of Lot 2, Pierce County Short Plat No. 8103020195; thence West along the south line of said Lot 2 to the shoreline; thence Southwesterly along the shoreline to McCormick Creek; thence Southeasterly along McCormick Creek to the south line of Lot 2, Pierce County Short Plat No. 8501250117; thence S 89°37'18" W along said south line, 94.32 feet; thence S 21°31'44" E, 134.41 feet to the south line of Lot 3 of said short plat; thence S 87°54'57" E along said south line to McCormick Creek; thence southeasterly along McCormick Creek to the north line of Lot 2, Pierce County Short Plat No. 77-696; thence N 87°54'58" W along said north line, 328 feet, more or less, to the northeast corner of Lot 4 of said short plat; thence S 2°05'02" W along the east line of said Lot 4 to the north line of the south half of Lot 2 of said short plat; thence S 87°53'45" E along said north line, 26.20 feet; thence S 5°06'14" W to the north line of Lot 4, Pierce County Short Plat No. 8902060256; thence N 87°54'58" W along said north line to the northwest corner of said Lot 4; thence S 8°51'58" E along the west line of said lot, 518.19 feet to the south line of the Northwest Quarter of said Section 25; thence East along said south line to the northwest corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 25; thence South along the West Line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 25 to the South Margin of Wood Hill Drive NW; thence West along said south margin to the West Line of the Northeast Quarter of the Southwest Quarter of said Section 25; thence South along said west line to the South Line of said Section 25; thence East along said south line to the South Quarter-corner of said Section 25; thence South along the East Line of the Northeast Quarter of the Northwest Quarter of said Section 36 to the Southeast Corner of said northeast quarter; thence West along the South Line of said northeast quarter to the West Line of the East 440 feet of the Southeast Quarter of the Northwest Quarter of said Section 36; thence South along said west line to the Southerly Margin of Sehmel Drive NW; thence Easterly along said southerly margin to the Westerly Margin of Bujacich Road NW; thence Southerly along said westerly margin to the South Line of said northwest quarter; thence East along said south line and the South Line of the Northeast Quarter of said Section 36 to the Point of Beginning.



Peninsula Metropolitan Park District

3614 Grandview Street, PO Box 425, Gig Harbor, WA 98335
Office: 253-858-3400 Fax: 253-858-3401
E-mail: Info@PenMetParks.org

"Today We Touch Tomorrow"

May 14, 2007

Honorable Chuck Hunter, Mayor
City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: **PROPOSED ANNEXATION - BURNHAM/SEHMEL (ANX 05-1151)**

Dear Mayor Hunter and City Council:

This letter serves as public comment for your scheduled public hearing held on May 14, 2007 regarding the proposed annexation identified in the subject line above.

PenMet Parks does not object to the proposed annexation. PenMet Parks would like the City Council to recognize that the estimated potential negative fiscal impact to District revenues is estimated at approximately \$19,000 at 2007 rates.

Thank you for your consideration. PenMet Parks continues to look forward to opportunities to work with City in support of parks and recreation anywhere on the Peninsula.

Sincerely,

Marc Connelly
Executive Director
MConnelly@PenMetParks.org

Cc. Board of Park Commissioners

PenMet Parks Board of Commissioners

Joel Wingard
President

William Sehmel
Clerk of the Board

Mark Mauren
Commissioner

Scott Junge
Commissioner

Curtis L. Hancock
Commissioner

Delores Brown

From: Delores Brown [dbrown005@centurytel.net]
Sent: Monday, May 14, 2007 4:38 PM
To: Payne, Tim - GH City Council; Ekberg, Steven - GH City Council; Young, Derek - GH City Council; Franich, Jim - GH City Council; Dick, Bob - GH City Council; Conan, Paul - GH City Council; Kadzik, Paul - GH City Council
Cc: Hunter, Chuck - GH Mayor
Subject: Withdraw my property from Proposed Annexation - Burnham/Sehmel (ANX 05-1151)

Dear Mayor and City Council Members,

* My property is on the Northwest corner of the proposed annexation area – street address is 12622 Burnham Drive, Parcel 0122252025.

The boundary line defining this area was drawn with a distinct 'jog' in it, causing my property to be included in the proposed annexation and excluding the three parcels on Burnham Drive to the north of my property which would have been included had the line been drawn straight. It appears as though this boundary line was drawn at the whim of a party unknown to me and I am concerned as to why. No one contacted me to discuss the proposed annexation and to ask if I wanted to be included. I just spoke with my neighbor on my north boundary, whose property is excluded, and he said no one contacted him to discuss the proposed annexation and to ask if he wanted to be included. I also spoke with a neighbor on the south side of my property, whose property is included, and she said no one had contacted her to discuss the proposal.

I spoke with John Vodopich this afternoon and he advised me that you will be making a decision at the meeting this evening as to whether or not to accept or reject the proposal as submitted.

Because I have not been provided information that would allow me to make an informed decision as to whether or not I would like to be included in this annexation project, and because my property is on the border line, I am respectfully requesting that my property/parcel be excluded from this plan.

This is a very important decision for a property owner to make and I am extremely displeased that the persons making this proposal did not contact me and explain the pros and cons of the project.

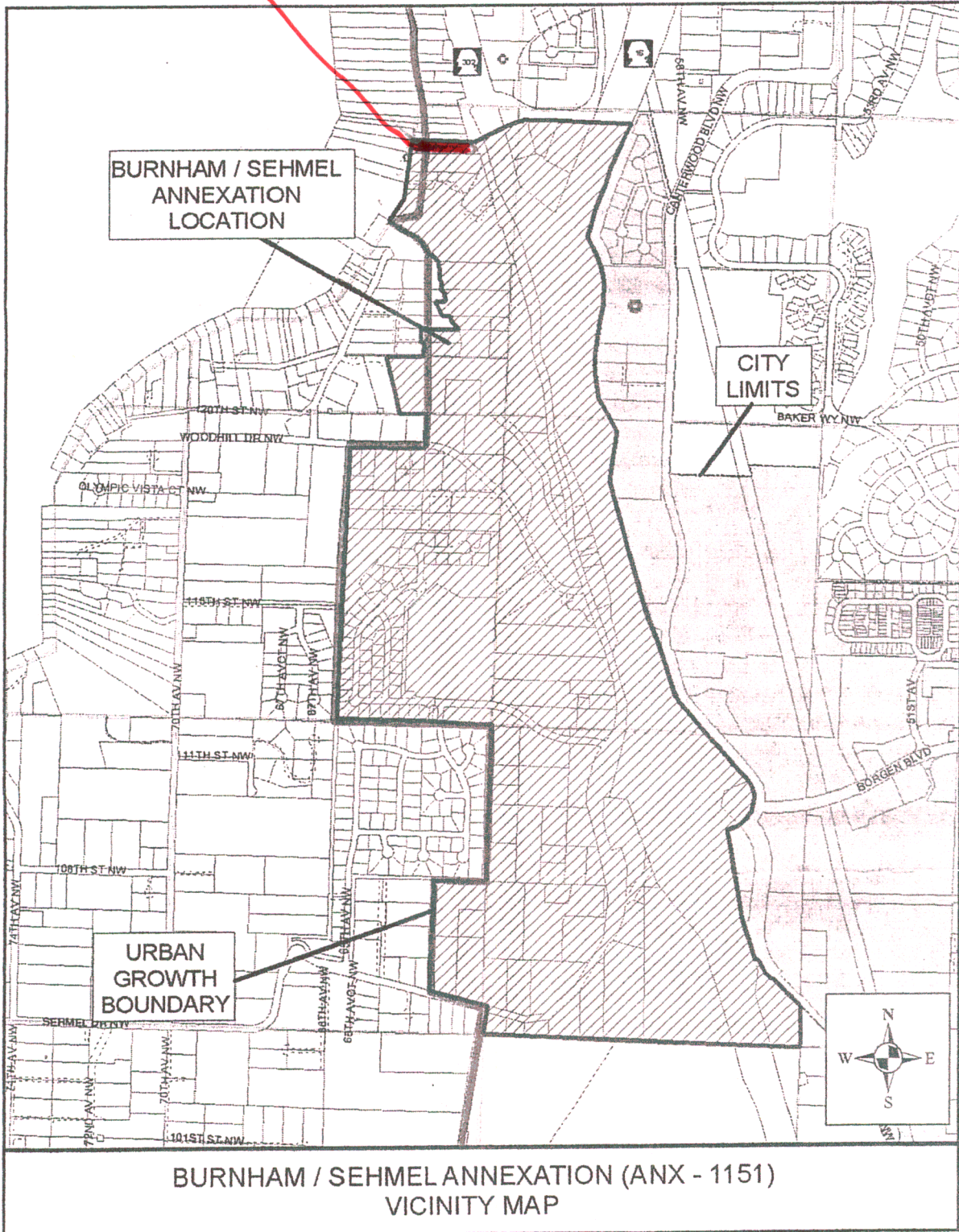
Thank you for your consideration and acceptance of my request to exclude my property from the proposed annexation plan.

Sincerely,
Delores Brown
12622 Burnham Dr. NW
Gig Harbor, WA 98332

* See attached map.

5/14/2007

12622 BURNHAM



BURNHAM / SEHMEL ANNEXATION (ANX - 1151)
VICINITY MAP



Business of the City Council
City of Gig Harbor, WA

Subject: Westside Park Project Update

Dept. Origin: Community Development

Proposed Council Action: N/A

Prepared by: David Brereton, Director of Operations

For Agenda of: May 14, 2007

Exhibits: Staff Report

Initial & Date

Concurred by Mayor: [Signature] 5/9/07
Approved by City Administrator: [Signature] 5/8
Approved as to form by City Atty: N/A
Approved by Finance Director: N/A
Approved by Department Head: [Signature] 5/4

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

INFORMATION / BACKGROUND

The City of Gig Harbor hired Hough Beck & Baird to assist the City in designing a master plan for future development of a park located on the west side on 50th street.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

Park Commission has reviewed and approved the proposed conceptual master plan.

RECOMMENDATION / MOTION

Move to: N/A



COMMUNITY DEVELOPMENT DEPARTMENT

To: Mayor Hunter and City Council
From: David Brereton, Director of Operations *David*
Date: May 14, 2007
Re: Westside Park Project Update

On March 7, 2006 the City held a public meeting to discuss the future development of the Westside Park. In attendance were City staff, Park Commission members, local residents and business owners. At that kick off meeting, the key points were: security, 50th Street improvements, buffers and keeping it a neighborhood park.

In May of 2006, a grant application was submitted to Interagency Committee for Outdoor Recreation (IAC) for development of the Westside Park. In the application were features such as a multi-use field, shelter, bathrooms, trails and a playtoy.

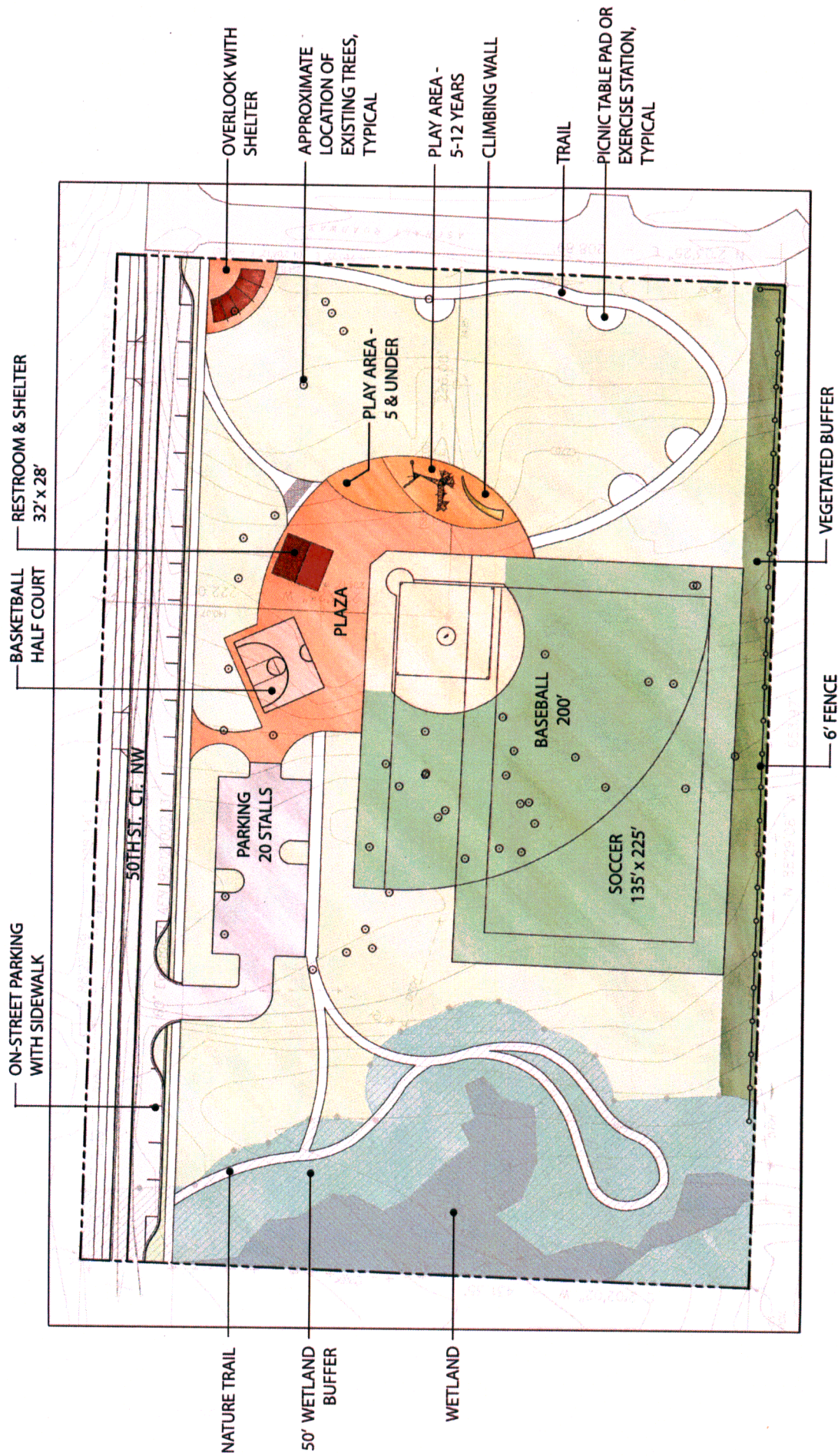
December 2006, the City hired the consulting firm of Hough, Beck & Baird to develop a Park Master Plan for the Westside Park. Part of that process was to schedule public meetings that included the Parks Commission, the consultant and neighbors to discuss options and needs of the community.

March of 2007, the City received notification that they may receive a \$223,000 grant for the construction of the Westside Park as identified in the grant.


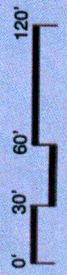
At the April Parks Commission meeting, the consultant HBB presented two options to the Commission members, public and staff. The outcome of that meeting was to recommend Option B to Council with the following revisions:

- Minimize the overlap of the soccer field and baseball infield as much as possible.
- If grades allow, incorporate a trail along the south park boundary.
- Retain as many trees as possible outside of active areas.
- Establish a buffer along the park's south boundary.
- Add more shelters for picnicking, possibly at the overlook in the northeast corner of the park.
- Incorporate a nature trail within the wetland buffer area.
- Include exercise stations along the park loop trail with mile markers.

The attached Master Plan reflects changes recommended by Parks Commission members and comments received from the public.



WESTSIDE PARK DRAFT MASTER PLAN
 May 14, 2007


NORTH
 HBB
 HDR
 CITY OF GIG HARBOR


NOTES FROM MARITIME PIER MEETING
DOWNTOWN MERCHANTS
April 24, 2007

Rob Allen from Pierce County Economic Development led the discussion regarding a potential Maritime Pier in the Maritime City. The following is a recap of discussion and comments made during this meeting.

Rob Allen: How will a Maritime Pier fit into our community and how will it serve local businesses and economic development? Today we would like to address the following questions and hear your input;

1. Under what circumstances would a Maritime Pier be a benefit to your business?

Kit Kuhn: How far out would it extend? It should not go out further than other piers.

John Moist: the length of the Pier will drive the uses or vice versa. Grants received will also drive the use.

Mary Jane Segreto: Location should be dictated by the local fisherman. Merchants only concern should be the parking issue.

Kit Kuhn: Right now parking is a problem – need to include parking solution as part of this plan and address it at the same time.

Kit Kuhn: Kirkland is not a commercial fishing boat town – if parking is dealt with in the plan than it should not be a problem.

John Moist: We don't want to be a starting point for tour boats, rather a destination.

Steve Lynn: Who would own this pier?

Joseph from Rent a Boat: A fuel dock should be included.

Rob Allen:

2. What are the advantages and disadvantages of a Maritime Pier?

Linda Gair: Agree that parking is the number one problem for merchants and downtown and it all needs to be addressed as a package. My opinion is that it should be at Skansie Park but vehicle use would need to be regulated so that it does not become a private use pier paid for with public money. Tour boats and water taxi will also cause parking issues.

Bill Fogarty: The Gallery Association is not in favor of carving up open space like Skansie. Eddon has an environmental issue. Ancich is the perfect location being a former Coast Guard dock. The dock is good and would tie the two ends of town together. Especially with Donkey Creek idea (day lighting) and the new museum and the Eddon boat works etc.

Bill Fogarty: Would the City of Gig Harbor be required to meet its own parking reinforcement regulations??

Steve Ekberg: Parking issue – city has tried to find parking for municipal parking and council continues to look at this and staff is working on an inventory of parking now – we are discussing with private owners possible parking component.

Steve Lynn: Ancich is a good place because it is in the middle. It needs to be a real working fishing pier first and foremost.

Ebb Tide: Shuttle needs to happen to shuttle people from the pier.

Jim Ulrich: Jerisich Dock used to charge and the City of Gig Harbor stopped charging because of liability...the city needs to be sure and addresses the liability issue.

Steve Ekberg: Funding will determine what city can do. City has immunity in parks.

Paul Ancich: Fisherman's use and opinion is important. It would not be a place to moore. Load and unload only when needed. Fishermen are out of town from June – August. After Alaska fish locally in October and November. If it is a tourism component need to organize it as a tourism component. One other thing, we don't have an emergency response component and there is funding out there for piers that have that component.

Linda Gair: Skansie Park ends up doubling the use and the park is not very big.

Paul Ancich: Port of Tacoma has so much control on the use of piers. They will not give it up unless there are other public docks not under Port of Tacoma jurisdiction.

Kit Kuhn: I do not want it at Skansie. Will cause too much activity there. Too difficult to get in and out. It will ruin this beautiful park. Ancich dock is better because it will bring the town together.

Mary Jane Segreto: Ancich is perfect location

Bill Fogarty: Ancich is perfect location and should be dual use and include kayak component.

Steve Ekberg: the idea has been floated to separate the two uses – build a commercial fishing dock and then use existing dock (Jerisich) for the tour boats.

Laureen Lund: Want to have opportunity to bring scuba divers.

Mary Jane Segreto: Fishermen have wanted a pier for 60 years- fisherman's club was founded for this purpose. It's time to make this happen.

Paul Ancich: We could use public funds for Ancich and get it done quickly.

We should buy back Jerisich from IAC grant and then use it for the tours/scuba?

Bill Fogarty: Asked Councilman Ekberg to work with Kroeger on parking underground.

Barb Harder: We need shuttle service

Linda Gair: Ancich is residential area and parking is major issue. Is it a double standard to have commercial operation in Millville?

John Moist: Right now Arrabella's hosts about 2500 boats a year.

Rob Allen: Thank you everyone for coming. We will be in touch as we proceed.

MARITIME PIER MEETING
FISHERMAN'S CLUB
April 30, 2007

Mayor Hunter: Welcome and background. When running for office a pier was one of the things we heard the most about. Derek Kilmer and Terry Lee have been in on recent discussions as have the Port of Tacoma and the Pierce County Economic Development office.

Three locations are currently being discussed;

1. Skansie Brothers Park
2. Eddon Boat
3. Ancich/Tarabochia

Some Pro's and Cons of each:

Skansie – Deep water, centrally located, well for tour boats but it would block views of the water

Eddon Site – has an existing pier, but it is shallow, Core of Engineers wants elevation to be left the same

Ancich – Current use makes permitting easier, economically more likely

Discussion followed:

Randy Babich- need to consider a parking issue for commercial unload

Jake Bujacich- Tour boats create more need for parking than fisherman

Guy Hoppen – parking is not an issue as fisherman usually only has one car per boat

Jake Bujacich – right now fisherman park on the street at Ancich

Greg Lovrovich – Project needs to be looked at as benefits to the community not just the fisherman- give residents and visitors chance to see the waterfront. Right now the best option is Ancich but for the long term and for the community it should be Skansie
Can we buy back the dock at Jerisich so that tour boats and tourists can use it?

Steve Ekberg- last week's meeting with the merchants the same idea came up about splitting the uses among different facilities

Chuck Hunter – the concept of a big floating pier could be scaled down – the hard cold fact is that the City of Gig Harbor may seem to have a lot of tax revenue but we also have a lot of unfunded projects and liability. Port of Tacoma might have funding if we are talking about tour boats as well.

Paul Ancich – if a tour boat facility was funded could the fisherman use it?

Chuck Hunter – don't assume that one pier is the only solution.

Jim Franich – early concept was prior to Eddon and Ancich- these were not options when we discussed Skansie for the pier a few years ago.

Jake Bujacich- Who would own it?

Chuck Hunter – if it was Ancich we would likely have to work out a long term lease of some kind.

Nick Jerkovich – He originally brought this idea/plan from Alaska for a 50x150 floating dock but it could be smaller, but would it really save a significant amount to go smaller? Remember fisherman really only need to use it in June, Sept, Oct/Nov. Fishermen are minor part of who would benefit. Why is it taking so long – we have been talking about it for ten years and the City Council keeps sweeping it under.

Chuck Hunter – Port of Tacoma liked the idea that it was floating if they helped fund because it would not be permanent if it needed to be taken away

Nick Jerkovich – We can't continue to talk about it forever, costs is multiplying rapidly. With permitting etc even if we decide today it will be ten years...there may not be any fisherman left in ten years. Has there been a study done of other communities? Bellingham is a good example.

Jake Bujacich – problem is so many of the other communities have their own ports and we do not. Port of Tacoma always finds an excuse...

Randy Babich – DOE has shade issues...movable float might get around it

Andy Babich – Fisherman bottom line is we need somewhere to unload and do work and it feels like the City does not want Skansie to be the place – what good does it do to keep talking about this...we need to make something happen!

Chuck Hunter – bottom line is with the City Council. They have the final say. As Mayor there is not use in beating my head against the wall if the council is divided.

Nancy Jerkovich – We are comparing apples and oranges. Chuck just said Eddon is unrealistic but at one time it was the preferred site. If council is driven only by dollars they will choose Ancich. What we really need to do is choose a site that is best for the community.

Nick Tarabochia – Skansie and Eddon may take 5 years to build, twenty years from now there may not be any fisherman. Need to look at long term uses

John McMillan – If fishermen claim their use will be limited then shouldn't the majority who will use it be deciding where it goes? Who is the greatest benefactor? Who are the majority users?

Jake Bujacich – the greatest benefit will be for the merchants and revitalizing downtown.

Jim Franich – but the fishermen deserve a pier for their needs. But we can't do something that only benefits the fisherman with tax dollars.

Nick Jerkovich – I think we can element Eddon Boat as an option

Unknown – Who is dealing with the Port of Tacoma? There is no trust with them and their lack of support in the past.

Chuck Hunter – remind that the Port is interested now and so is Kilmer, Lantz and Lee

Paul Ancich – didn't council already vote on this and choose Skansie??

Jake Bujacich – they did and then as soon as the fisherman leave town they forget about us

Steve Ekberg – one of his biggest concerns about Skansie is the traffic issue in and out

Andy Babich – fisherman want to see a dock – give us anything. City just allowed that ugly covered marina to be brought in

Nick Jerkovich – we have not tapped the potential uses for a dock...

Lauren Lund – waterfront merchants were split between Skansie and Ancich. They want what is best for the fisherman, but also want to help revitalize downtown. It's not about tourism and tour boats. It's about quality of life.

Jake Bujacich – we should look at both site using Ancich immediately and Skansie long term.

Greg Lovrovich – fisherman could selfishly vote for Ancich because they need a pier now, but the best thing for the entire community is Skansie.

Informal vote was taking.

Overwhelming support for Skansie over other options

Chuck Hunter – there is a lot of work to do and he will go back to council and see what happens next

Michael Skrivanich – City needs to look at ways of getting out of association with Port of Tacoma and become our own port

Jake Bujacich – need to lobby our representatives on this

Nick Jerkovich – How come the city says there is no money but when we needed to buy Skansie or Wilkinson or Donkey Creek there was money? But it has taken more than fifty years to find money for this pier? Just make it happen.

Nick Tarabochia – we have subsidized the fishing community with our pier for years and have never asked the city for anything – we did it for the community.

Chuck Hunter - thank you so much to all of you and so many of you for attending and give us great feedback.

CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

Operations and Public Projects Council Committee

(Name of Committee, Board, Task Force, Commission)

Date: March 15, 2007 Time: 3:00 p.m. Location: Engineering/Operations Conf Rm Scribe: Maureen Whitaker

Council Members and Staff Present: City Attorney, Carol Morris; Councilmembers Ekberg, Franich, and Payne; John Vodopich, Community Development Director; Stephen Misiurak, City Engineer; Dave Brereton, Director of Operations; Emily Appleton, Senior Engineer; Maureen Whitaker, Assistant City Clerk.

Others Present: David Templeton, Anchor Environmental; Andy Bennett, kpff; Bud Whitaker, Inspectus, Inc.; Scott Wagner, President, Shore Acres Water; Ryan T. Ryan, Shore Acres Water; Dave Coar, Shore Acres Water; Victor Salemann, DEA

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Eddon Boat Dock & Marine Railways Presentation – Anchor Environmental and kpff Engineering	Anchor/kpff presented costs for dock replacement: \$992,900, designed for the weight of a 100 ton boat, 40-ft. below mud level. Policy issues: 1) What is Boat Shop going to be used for. 2) Can we permit for more and do less? The consultants agreed that this was the optimum way to go into permitting. Discussion of credits, site constraints, 1-yr. permitting window. Discussion about how to reduce costs: Could reduce #'s for railway and # & type of pilings.	Recommendation by consultant(s) to go into permitting for maximum with the ability to build less, rather than apply for less and try to amend at a later date. No committee decision at this time.
Shore Acres Water – Scott Wagner	Shore Acres suggestion was to amend GHMC Section 13 and to amend six areas of 1991 contract.	City Attorney to review proposed changes. Bring back to committee.
Transportation Impact Fees Update & Discussion – Victor Salemann, DEA	Proposed ordinance is interim update only. Fees are calculated based on national ITE average. Discussion of credits: exempting public schools, police, city	Recommendation to review traffic modeling and verify trip #'s. Bring back to next meeting.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Gig Harbor North: did not plan for build-out of vacant land, rather looked at 3% growth per year – realistic number is 30%. Ordinance allows City to accept additional information/independent analysis. GHMA allows for a reasonably related fee. Large retailers use the ITE data, which shows that these figures can be low.</p>	

CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

Operations and Public Projects Council Committee *(Name of Committee, Board, Task Force, Commission)*

Date: March 26, 2007 Time: 4:00 p.m. Location: Engineering/Operations Conf Rm Scribe: Maureen Whitaker

Council Members and Staff Present: Carol Morris, City Attorney; Councilmembers Ekberg, Franich and Payne; John Vodopich, Community Development Director; Dave Brereton, Director of Operations; Emily Appleton, Senior Engineer; Jeff Langhelm, Senior Engineer; Maureen Whitaker, Assistant City Clerk.

Others Present: John Chadwell, Olympic Property Group; John Holmaas; Representative from Haven of Rest

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Traffic Impact Analysis Ordinance	<p>City will model traffic report for private development projects, other than single-family residences.</p> <p>Currently there are two assumptions made: one borne by the developer and one performed by the City. Engineering believes that they have the more comprehensive understanding and view of what the traffic impacts are.</p> <p>Ordinance does not limit city's ability to hire outside consultants to prepare traffic report.</p> <p>Discussion about "reapplication" and "revision," a major modification would require a "reapplication" and a full re-running of model.</p> <p>The model does not show a plus or minus of trips in an intersection to achieve concurrency, it only shows timed delays, but will show trip capacity for a link capacity on the referenced table.</p> <p>The developer/owner can appeal City's Traffic Report and come back with an independent analysis or lessen the impact and request the City to re-run the model.</p>	<p>Jeff Langhelm will clarify WHEREAS sections of ordinance and other projects that generate 2 or more peak hour trips.</p> <p>Review of entire ordinance to ensure "revision" process is identified was recommended by City Attorney.</p> <p>Send to full council for a First Reading on April 9th.</p> <p>A model presentation will be presented at the April 9th Council Meeting.</p> <p>Who else is using this specific modeling software and is it working (provide this information to committee prior to the next council meeting).</p>

Topic / Agenda Item

Main Points Discussed

Recommendation/Action Follow-up (if needed)

	<p>Fee: A deposit will be req'd based on the estimated number of the number of PM Peak Hour Trips. \$1,250 is the standard cost of a private Traffic Report for a Level 1 TIA (smaller projects). If greater, the fee will be increased. The estimated fee amount(s) are based estimates from the land use codes that the developer submits in their application. (The app. will identify what is proposed to be built, and Engineering will provide a Traffic Report that will identify the trips that a produced by the development.</p> <p>Modeling is based on land use codes and calibrated with actual traffic counts and ITE assumptions where actual traffic counts have not yet been taken.</p> <p>A Traffic Model Documentation Report that documents the "assumptions" made will be provided with Traffic Report. The assumptions are what were identified in the TIA and traffic model.</p> <p>City of Lacey uses this same traffic model, utilizing Traffic Area Zones (TAZ's) that subdivides the city in many smaller zones. Discussion about what traffic modeling software is used (VISUM).</p>	
<p>Transportation Impact Fees Update</p>	<p>Interim update only – 6 year growth. Fees have not been update since 1991. Proposed base impact fee trip: \$2,124 for SFR.</p> <p>Post processing: Takes the ITE assumptions and compares them to actual traffic counts that are distributed on the streets.</p> <p>Calibrating: Traffic counts will be taken approximately every year and adjust traffic counts taken from the ITE Manual.</p> <p>ITE Trip Generation Manual was discussed and the relationship to post processing</p>	<p>Send to full council for a First Reading on April 9th. City Attorney will draft a separate Impact Fee Credit ordinance.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>methods. New proposed fee(s) are on par with other cities of similar population as taken from MRSC. Exemptions: No exemptions will be allowed. Fees are based on PM Peak Hour Trips (4-6 PM) Last ordinance was based on Average Daily Trips (ADT). Benefit to PM Peak Hour Trips is consistency and the greatest impacts to the City's intersections are during PM Peak Hours.</p>	

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

Operations and Public Projects Council Committee

(Name of Committee, Board, Task Force, Commission)

Date: April 20, 2007 Time: 3:00 p.m. Location: Engineering/Operations Conf Rm Scribe: Maureen Whitaker

Council Members and Staff Present: Councilmembers Ekberg, Franich, and Payne; Rob Karlinsey, City Administrator; John Vodopich, Community Development Director; Stephen Misiurak, City Engineer; Dave Breerton, Director of Operations; Emily Appleton, Senior Engineer; Kelly Busey, GHPD; Maureen Whitaker, Assistant City Clerk.

Others Present: John Chadwell and Eric Nelson, Olympic Property Group; Phil Hall, Bruce Hovey, Consultants for T-Mobile.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Mooring Buoys – Kelly Busey, Sgt.	<p>Mooring buoys are located in front of Skansie Bros. house as part of the condition of approval for the tidelands lease with DNR. DNR requires only one buoy. DNR requires that this area can be utilized by public use.</p> <p>A boat owner at Walt Williamson's Marina has concerns that when large vessels tie up, the entrance to his slip is blocked.</p> <p>Sgt. Busey addressed these concerns: Buoys appear to be too close when heavier boats are moored there, especially in an ebb current.</p> <p>John Vodopich suggested putting signs up that limit the size of boats and restriction on number of boats that can raft together.</p> <p>Discussion about moving the buoys or eliminating one of them.</p> <p>Concern discussed about boats coming in at night.</p> <p>The mooring buoys were installed within the imposed restriction of the 180-ft. area and with the 65 –ft. radius from a 35-ft. boat.</p> <p>Concern about a depth issue at buoy #2.</p>	<p>Follow-up with City Attorney for existing liability.</p> <p>Follow-up with DNR for description of “demonstrating public use” and let them know that this is a public safety issue.</p> <p>Sense of urgency.</p>

Topic / Agenda Item

Main Points Discussed

Recommendation/Action Follow-up (if needed)

<p>Shore Acres Water</p>	<p>Can ingress and egress from the public dock constitute public use?</p>	<p>Information has been provided to committee and is under review.</p>
<p>Water Tank Cell Antennae Proposal</p>	<p>Feb. 13th letter articulates the contract amendment items that the City could agree to. March 8th email showing proposed contract changes from Shore Acres.</p> <p>City contacted by T-Mobile to attach cell antenna on GH North Water Tank. Proposal to install 6 flush mount panel antennas – 5-ft tall and painted to match. Equipment cabinets would be located at one corner of fence compound. Alternative to flush mount panels: Sled mount contraction with pipe mounts – not recommended, will obstruct skyline. Two concerns: visual impact and security issues. Photo taken from 3 locations showing before and after. Maintenance accessibility: technician will visit site every 8 mos. Security issues during construction: T-Mobile subs and licensed and bonded. T-Mobile will have separate entrance. T-Mobile will not have access to main tank area unless provided by public works. City does not own the land, access for City use only. OPG is working with City Attorney regarding land conveyance. Requires a Conditional Use Permit through Hearing Examiner. Consultant would like to proceed with construction drawings and starting permit process ASAP.</p>	<p>Committee requested drawing of site. Committee recommended developing policy to allow cell antennas on towers. Security issues: How will they be resolved?</p>

Topic / Agenda Item

Main Points Discussed

Recommendation/Action Follow-up (if needed)

<p>Human Powered Water Craft Facility Proposal</p>	<p>Non-exclusive lease agreement w/ T-Mobile. Is an RFP required for other carriers? Should the information be made available to others? T-Mobile would like to be located at SE corner. Fence dimensions: 100x110. A public meeting is recommended.</p>	
<p>Trip Transfer Ordinance</p>	<p>Discussion about facility storage for the Kayak Club. Location: Skansie Park, a historic site. Question about public benefit vs. exclusive use. Concerns: is this a Parks Commission visioning function? Appears to be a private interest due to the proposal for exclusive use by the Kayak Club. This is a major congregation spot for public functions and the Gig, which would be lost.</p>	<p>Suggestion for Kayak Club to present this to Stan Stearns. Need to have Master Plan in place first before any specific actions are acted upon or structures are built.</p>
	<p>Proposed amendment to the GHMC that would allow for trip transfers. This would allow existing transportation capacity CRC holders to transfer some of their trips to another project. Philosophy: An attempt to help get some of the projects that only need a small amount of trips to get their projects moving. Limitations: Could only transfer trips one time only. No more than 25 net trips. Reason to limit to 25: it is complex analysis for Engineering to model and track. Not all transfer trips are equally weighted and related. Concerns about time consuming management issue. Sunset date: effective only for 6 months through end of the year.</p>	<p>Committee suggested adding language to the ordinance that Council would review at the end of 6-months after seeing how it worked. Suggestion to contact Municipal Research for comparison to other cities.</p>